ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

BOARD OF TRUSTEES

Regular Board Meeting
June 22, 2023

Thursday, June 22, 2023
REGULAR BOARD MEETING AGENDA

Type: REGULAR BOARD MEETING AGENDA
Time: 5:00 p.m.
Code: Regular #22-22/23

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/89374048161
Webinar ID: 893 7404 8161
Or One tap mobile:
+16699006833, 89374048161# 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limited to, an announcement that an agenda item will be considered out of order, that consideration of an item has been withdrawn, postponed, rescheduled or removed from the Consent Calendar for separate discussion and possible action.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. CLOSED SESSION

2.01 RECESS TO CLOSED SESSION: The Board will recess to Closed Session at approximately 5:05 p.m. Open Session will resume at conclusion of Closed Session.

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

2.03 CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: four potential cases.

2.04 CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION (Paragraph (1) of subdivision (d) of Section 54956.9): CTG Construction, Inc. v. Alum Rock Union Elem. School District, Santa Clara County Superior Court case no. 20CV367630; Alum Rock Union Elementary School District v. Karen Martinez, Santa Clara County Superior Court case no. 21CV381923; Alum Rock Union Elementary School District v. Dolores Marquez, Santa Clara County Superior Court case no. 20CV372554 Alum Rock Union Elementary School District v. Esau Herrera Santa Clara County Superior Court case no. 21CV382117; Leal & Trejo, APC v. Alum Rock Union Elem. Sch. District, Santa Clara County Superior Court case no. 19CV356647; Alum Rock Union Elem. Sch. District v. Del Terra Real Estate Services, Inc., San Mateo County Superior Court case no. 20-CIV-02466; Office of Administrative Hearings; case no. 2023030398; Office of Administrative Hearings, case no. 2023040779.

2.05 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.

2.06 CONFERENCE WITH LABOR NEGOTIATORS, EMPLOYEE ORGANIZATION: TEAMSTERS; District Negotiators: (1) Hilaria Bauer, Ph.D., Superintendent; (2) Cesar Torrico, Assistant Superintendent, Human Resources; (3) George Kleidon Ed. D., Director, Human Resources; (4) Kolvira Chheng, Assistant Superintendent, Business and (5) Jess Serna, Lead Negotiator.

2.07 CONFERENCE WITH LABOR NEGOTIATORS, EMPLOYEE ORGANIZATION: CSEA (California School Employees Association); District Negotiators: (1) Hilaria Bauer, Ph.D., Superintendent; (2) Cesar Torrcio, Assistant Superintendent, Human Resources (3) George Kleidon Ed. D., Director, Human Resources; (4) Kolvira Chheng, Assistant Superintendent, Business and (5) Jess Serna, Negotiator.

2.08 PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT (Government Code Section 54957): Title: Assistant Principal and Principal.

2.09 Public Employee Discipline/Dismissal/Release (Government Code Section 54957).

3. RECONVENE TO OPEN SESSION

3.01 REPORT OF ACTION TAKEN IN CLOSED SESSION.

4. PUBLIC MEMBERS WHO WISH TO ADDRESS THE BOARD

4.01 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.

5. Special Presentation- Discussion, consideration and action

5.01 Pathway to Seal of Biliteracy Achievement Awards Student Recognition (Information Only).

5.02 Update from LPA, Inc. and ARC Alternatives.

6. COMMENTS AND COMMUNICATION

6.01 Teamsters.

6.02 California School Employee's Association (CSEA).

6.03 Alum Rock Educator's Association (AREA).

6.04 Alum Rock Administrator's Association (ARAA).

6.05 Superintendent.

6.06 Board of Trustees/Communications/Comments.

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

7.01 Acceptance of Bid Package and Contract for #B2223-Bonds37 at Adelante Academy II.

7.02 Approve Sourcewell Piggyback Bid Contract #010521-LTS-3 for the Purchase of Two (2) Play Structures through Miracle Playsystems, Inc., for McCollam Elementary.

7.03 Acceptance of Bid Package and Contract for #B2223-Bonds38 at Millard McCollam ES.

7.04 Acceptance of Bid Package and Contract for #B2223-Bonds39 at Russo-McEntee Academy

7.05 Acceptance of Pool of Hazardous Materials Survey Services for Hazardous Materials Survey and Abatement Services

7.06 Acceptance of Pool of Commissioning Agents for Commissioning Services.

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 Progress of Local Performance Indicators (Information Only).

8.02 Review and Approve the 2023-2024 Local Control Accountability Plan (LCAP), 2022-2023 LCAP Annual Update, 2023-2024 Budget Overview for Parents and 2023-2024 LCAP Addendum.

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

9.01 Adoption of the District's Proposed 2023-24 Budget.

9.02 Approve Request of IFB#2023-CNS04 Juice and Dairy Products and Services for 2023-2024 School Year.

9.03 Approve RFP#2023-CNS02 Distribution of Commercial Food Products and Paper Supplies for 2023-2024 School Year.

10. 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.)

10.01 Resignations (Information Only).

10.02 Approve New Position and Job Description – HUMAN RESOURCES SPECIALIST

10.03 Approval and Ratification of Tentative Agreement between the Alum Rock Union Elementary School District and Teamsters Local 150, for the period of July 1, 2023 - June 30, 2026.

11. 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.)

11.01 Approve the Contract with Maxim Healthcare Staffing Services, Inc. for the 2023-2024 SY. This contract will provide LVN and RN services to ARUSD students with medical needs, such as diabetes management. Submitted by: Student Services, $200,000.00 dollars.

11.02 Approve the Contract with Imagine Learning for the 2023-2024 SY and the Extended Year Program (EYP). This contract will provide all TK-2nd grade students with licenses in language, literacy and math, as well as professional development for teachers. Submitted by: Academic Services, $477,000.00 dollars.

11.03 Approve the Contract with Curriculum Associates for the 2023-2024 SY. This contract will provide an EL program management platform that organizes all EL student data, supports critical meeting and monitoring processes, enables accurate reporting, and supports instructional planning for multilingual students, as well as a professional development. Submitted by: Academic Services, $122,288.60 dollars.

11.04 Approve the Contract with AchieveKids for the 2023-2024 SY. This contract will provide individualized instruction & behavior support services to autistic or severe behaviorally disordered students. Submitted by: Special Education, $103,932.00 dollars.

12. CONTRACT EXTENSION 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.)

12.01 Approve the Contract Extension with Delta Flex Travelers for the 2022-2023 SY. This contract will provide a speech therapist to ARUSD students with speech related services and ACC assessments. Submitted by: Special Education; original approved contract amount of $151,200. Requested increase of $35,000 for a total contract amount of $186,200.00 dollars.

12.02 Approve the Contract Extension with Ripcorp Inc. for the 2022-2023, 2023-2024, and 2024-2025 SY. This three-year contract is to digitize an additional 2 million District documents. Submitted by: Information Technology; original approved contract amount, $162,050. Requested increase of $255,600 for a total contract amount of $417,650.00 dollars.

12.03 Approve the Contract Extension with Think Together for the 2022-2023 Extended Year Program (EYP). This contract request is to extend the term for one additional month from June 30, 2023 through July 31, 2023 in order to provide additional support for the summer school program. Submitted by: State & Federal; Requested increase of $0 dollars. Original approved contract amount $2,463,065.00 dollars.

12.04 Approve the Contract Extension with KV Educational Services for the 2022-2023 Extended Year Program (EYP). This contract will provide CTE Arts, Media & Entertainment academic enrichment services at 2 school sites (Ryan and Painter) for grades 3rd-5th and 6th-8th. Submitted by: State & Federal; original approved contract amount $61,000. Requested increase of $61,000 for a total contract amount of $122,000.00 dollars.

12.05 Approve the Contract Extension with YMCA of Silicon Valley for the 2022-2023 Extended Year Program (EYP). This contract will provide summer enrichment programs for up to 160 students at 2 school sites (LUCHA and Adelante II). Submitted by: State & Federal; original approved contract amount $161,600.00 Requested increase of $141,400.00 for a total contract amount of $303,000.00 dollars.

12.06 Approve the Contract Extension with Khai Heating & Air Conditioning for the 2022-2023 SY. This contract will provide preventative maintenance and repairs to Airedale HVAC unit's districtwide. Submitted by: Maintenance Department; original approved contract amount of $88,000, requested increase of $40,000 for a total contract amount of $128,000.00 dollars.

13. 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.)

13.01 Approve Board Meeting Minutes for the following date: May 11, 2023, Regular Board Meeting.

13.02 Approve Acceptance of Donations.

13.03 Approve Fundraising Activities.

13.04 Approve Resolution No.64-22/23 to Establish Debt Service Fund for General Obligation Bonds, Election of 2022 Series A.

13.05 Current Enrollment (Information Only).

13.06 Approve Contracts for Professional Services -Firms/Organizations.

13.07 Approve Memorandum(s) of Understanding.

13.08 Approve/Ratify Notices of Employment and Changes of Status/June 22, 2023.

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 July 20, 2023 (2023-24 School Year).

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

5.01

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: May 16, 2023

Subject: **Pathway to Seal of Biliteracy Achievement Awards Student Recognition**

Staff Analysis: The Pathway to Seal of Biliteracy is an award given to students that meet strict and rigorous criteria and show proficiency skills in two languages. Alum Rock Union School District students on the path of bilingualism are recognized in both 5th and 8th grade for maintaining high linguistic proficiency in both Spanish and English.
In awarding the Pathway to Seal of Biliteracy Award to outstanding young leaders, ARUSD seeks to:

- Encourage and reward students who develop biliteracy skills.
- Recognize and honor our rich and diverse language assets.
- Affirm positive attitudes toward multilingualism.
- Validate the use of multiple languages for all students.

Recognition Only

Submitted by: Maria Martinez Title: Multilingual Programs, Academic Services

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

To the Board of Trustees: Meeting: June 22, 2023
Regular Board Meeting

Recognition Only

5.01
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

2022 -2023

Pathway to the Seal of Biliteracy Award Recipients

5th Grade

Camila Calderon
Alejandro Esquivel Ayala
Myles Fontanilla
Kaitlyn Ochoa
Emily Juarez
Andrea Rose
Zuley Morfin
Mateo Escobar

8th Grade

Alejandra Avila
Guadalupe Arias
Shayla Barajas
Marving Camal
Alison Cardenas
Issa Chacon
Paola Cruz
Carlos Garcia
Melanie Garcia
Nadia Gonzalez
Sharee Huerta
Victoria Miranda
Sofia Murillo
Eviana Ordaz
Celia Plascencia

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

5.02

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

Board of Trustees: Date: June 12, 2023

To the Superintendent of Schools

Subject: **Update from LPA, Inc. and ARC Alternatives**

Staff Analysis: A presentation report will be provided by both LPA, Inc. and ARC Alternatives for an update.

****PRESENTATION****

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

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

To the Board of Trustees:

Presentation Only

5.02
Agenda Placement

Meeting: June 22, 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

7.01

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

Board of Trustees: Date: June 22, 2023

To the Superintendent of Schools

Subject: **Acceptance of Bid Package and Contract for #B2223-Bonds37 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.

Request for proposal B2223-Bonds37 was issued. The project scope included replacement of the roofs, installation of new HVAC units, and supporting exterior site improvements.

The following bid(s) were received.

Bidder Name	**Contact Bid Amount**
Rodan Builders, Inc.	$7,144,500.00

Rodan Builders, Inc. was one of three General Contractors (GC) to attend the mandatory site visit. They benefitted from substantial sub-contractor interest; six mechanical firms also attended. One attending GC elected not to bid due to bonding capacity concerns. The other "A" licensed general contractor elected to bid on the Mechanical work only. Staff have confidence in the competitive nature of this bid. Rodan's bid for project B2223-Bonds37 was within 2% of the Engineering Estimate prepared by Stone Creek Engineering and 4% of the Design Estimate quoted by Studio W Architects.

Recommendation: Staff recommends the Board of Trustees award the bid & contract to Rodan Builders, Inc. as the lowest responsible bidder.

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

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

To the Board of Trustees: Meeting: June 22, 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 _____

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BID FORM AND PROPOSAL

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

From: Rodan Builders, Inc.
(Proper Name of Bidder)

The undersigned declares that Bidder has read and understands the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, 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-Bonds37** the following project known as:

ADELANTE ACADEMY II HVAC REPLACEMENT

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

Seven Million One hundred & Forty Four thousand five hundred dollars.	dollars	$ 7,144,500
BASE BID		

Bidder acknowledges and agrees that the Base Bid accounts for any and all Allowance(s) or Total Cost for Unit Prices

Additive/Deductive Alternates:

Alternate __

- None -	dollars	$ - N/A -
Additive/~~Deductive~~		

[Description of Scope]

Contractor may use additional pages to suggest additive/deductive alternatives based on changes to means/methods.

Descriptions of alternates are primarily scope definitions and do not necessarily detail the full range of materials and processes needed to complete the construction.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Additional Detail Regarding Calculation of Base Bid

1. **Unit Prices**. The Bidder's Base Bid includes the following unit prices, which the Bidder must provide and the District may, at its discretion, utilize in valuing additive and/or deductive change orders (Unit Prices shall include all labor, materials, services, profit, overhead, insurance, bonds, taxes, and all other incidental costs of Contractor, subcontractors, and suppliers):

SCHEDULE OF UNIT PRICES

Item No.	Description	Unit of Measure	Estimated Quantity	Unit Price	Total Cost = Unit Price x Estimated Quantity (Included in Base Bid)
1	New A.C. Paving 2" A.C. over 6" Class II AB	Sq.Ft.	500	$ 18	$ 9000
				$ 18	$ 9000

Where scope of Work is decreased, all Work pertaining to the item, whether specifically stated or not, shall be omitted, and where scope of Work is increased, all work pertaining to that item required to render same ready for use on the Project in accordance with intentions of the Drawings and Specifications shall be included in the above agreed-upon price amount.

2. **Allowance**. The Bidder's Base Bid shall include the following Allowances for the Tasks/Work as noted here:

Task/Work	**Allowance Value**
017300 Underground Utility Survey	$5,000
244600 Fire Detection and Alarm	$2,500
Total Allowance Value	$7,500

The Allowance Value for an Allowance Item includes the direct cost of labor, materials, equipment, transportation, taxes and insurance associated with the applicable Allowance Item. All other costs, including Contractor's overall project management and general conditions costs, overhead and fee, are deemed to be included in the Base Bid, and are not subject to adjustment regardless of the actual amount of the Allowance Item.

The District shall have sole discretion to authorize all expenditures from the Allowances. The District shall process expenditures from the Allowances in the form of an Allowance Expenditure Directive ("AED"). Any unused Allowance or unused

portion thereof shall be deducted from the Contract Price to the benefit of the District.

3. 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) is 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.

4. 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 before bid date to verify the issuance of any clarifying Addenda.

5. 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.

6. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged.

7. 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.

8. The following documents are attached hereto:

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

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

No. 1, Dated 06/07/2023	No. _____, Dated _____
No. 2, Dated 06/07/2023	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____

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

11. 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.

12. 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.

13. 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

14. 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.

15. 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.

16. Bidder expressly acknowledges that it is familiar with and capable of complying with applicable federal, State, and local requirements relating to COVID-19 or other public health emergency/epidemic/pandemic including, if required, preparing, posting, and implementing a Social Distancing Protocol.

17. 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.

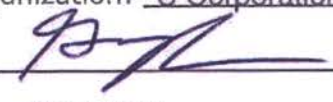
18. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the Contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents and registered as a public works contractor with the Department of 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 13th day of June 2023

Name of Bidder: Rodan Builders, Inc.

Type of Organization: S Corporation

Signature: 

Print Name: Gary Chen

Title: Secretary

Address of Bidder: 3486 Investment Blvd., Suite B, Hayward, CA 94545

Taxpayer Identification No. of Bidder: 20-2164714

Telephone Number: 650-508-1700

Fax Number: 650-508-1708

E-mail: gchen@rodanbuilders.com Web Page: www.rodanbuilders.com

Contractor's License No(s): No.: 858119 Class: A, B, C-21 Expiration Date: 04/30/2025

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

Public Works Contractor Registration No.: 1000003240

END OF DOCUMENT

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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, Rodan Builders, Inc., as Principal ("Principal"),

and Hartford Fire Insurance Company, as Surety ("Surety"), a corporation organized and existing under and by virtue of the laws of the State of ~~California~~ Connecticut 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 (10%) of the total amount bid---------- Dollars ($ ----------)

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: **ADELANTE ACADEMY II HVAC REPLACEMENT** ("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.

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 9th day of June, 2023.

Rodan Builders, Inc.
Principal

By Gary Chen, Secretary

Hartford Fire Insurance Company
Surety

By Karen Rhodes, Attorney-in-Fact

Woodruff-Sawyer & Co.
Name of California Agent of Surety
50 California Street, Floor 12
San Francisco, CA 94111
Address of California Agent of Surety

(415) 391-2141
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 Marin)

On June 9, 2023 before me, K. Holtemann, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Karen Rhodes
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.

K. HOLTEMANN
Notary Public - California
Marin County
Commission # 2419598
My Comm. Expires Oct 31, 2026

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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POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-11
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: **888-266-3488** *or fax:* **860-757-5835**

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: WOODRUFF SAWYER & COMPANY
Agency Code: 57-554795

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [X] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [X] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast,** a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :

Nerissa S. Bartolome, Alicia Dass, Joan DeLuca, Patrick R Diebel, Andrew S. Holloway, Kelly Holtemann, Thomas E. Hughes, Mark M. Munekawa, Zachary V. Overbay, Christina Parsons, Rossio Polio, Karen Rhodes, Yvonne Roncagliolo, Charles R. Shoemaker, Valerie Takeuchi , Peter Tam of SAN FRANCISCO, California

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA
COUNTY OF SEMINOLE } **ss.** Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.

Jessica Ciccone

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of June 9, 2023.

Signed and sealed in Lake Mary, Florida.

Keith Dozois

Keith D. Dozois, Assistant Vice President

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE Nº 07268
SAN FRANCISCO

Amended
Certificate of Authority

THIS IS TO CERTIFY *THAT, Pursuant to the Insurance Code of the State of California,*

Hartford Fire Insurance Company

of Hartford, Connecticut *, organized under the laws of* Connecticut *, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within the State, subject to all provisions of this Certificate, the following classes of insurance:* Fire, Marine, Surety, Disability, Plate Glass, Liability, Workers' Compensation, Common Carrier Liability, Boiler and Machinery, Burglary, Credit, Sprinkler, Team and Vehicle, Automobile, Aircraft, Legal, 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* 5th *day of* October, 2000, *I have hereunto set my hand and caused my official seal to be affixed this* 5th *day of* October, 2000.

Harry W. Low
Insurance Commissioner

By

Victoria S. Sidbury
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 convenants made in the application therefor and the conditions contained herein.

FORM CB-3

OSP 00 38381

DOCUMENT 00 43 36

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

PROJECT: **ADELANTE ACADEMY II HVAC REPLACEMENT**

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: Coastwide Environmental Technologies

CA Cont. Lic. #: 523560 Location: Watsonville

DIR Registration #: 1000001357

Portion of Work: Demo

Subcontractor Name: Dubies Roofing

CA Cont. Lic. #: 812304 Location: Fremont

DIR Registration #: 1000031921

Portion of Work: Roofing

Subcontractor Name: San Francisco Interiors

CA Cont. Lic. #: 804224 Location: San Rafael

DIR Registration #: 1000009582

Portion of Work: Acoustical Ceiling

Subcontractor Name: Applied Finishes

CA Cont. Lic. #: 1022434 Location: Chico

DIR Registration #: 1000046553

Portion of Work: Painting

Subcontractor Name: Environmental Systems Inc

CA Cont. Lic. #: 422478 Location: Santa Clara

DIR Registration #: 1000001175

Portion of Work: HVAC & Plumbing

Subcontractor Name: Blue Arc Electric

CA Cont. Lic. #: 830904 Location: San Jose

DIR Registration #: 1000034788

Portion of Work: Electrical

Subcontractor Name: James Hewatt Inc

CA Cont. Lic. #: 413072 Location: Brentwood

DIR Registration #: 1000024965

Portion of Work: Steel

Subcontractor Name: AAA Fence

CA Cont. Lic. #: 522762 Location: Santa Clara

DIR Registration #: 1000002526

Portion of Work: Fencing

Date: 06/13/2023

Proper Name of Bidder: Rodan Builders, Inc.

Signature:

Print Name: Gary Chen

Title: Secretary

END OF DOCUMENT

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: 06/13/2023

Proper Name of Bidder: Rodan Builders, Inc.

Signature: _____

Print Name: Gary Chen

Title: Secretary

END OF DOCUMENT

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: _____

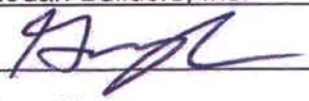
CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Date: 06/13/2023

Proper Name of Bidder: Rodan Builders, Inc.

Signature: 

Print Name: Gary Chen

Title: Secretary

END OF DOCUMENT

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: 06/13/2023

Proper Name of Bidder: Rodan Builders, Inc.

Signature: _____

Print Name: Gary Chen

Title: Secretary

END OF DOCUMENT

DOCUMENT 00 45 01

SITE VISIT CERTIFICATION

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

PROJECT: **ADELANTE ACADEMY II HVAC REPLACEMENT**

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 Amogh Rao, Project Engineer (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: 06/13/2023

Proper Name of Bidder: Rodan Builders, Inc.

Signature: 

Print Name: Gary Chen

Title: Secretary

ATTACHMENTS:

1. N/A
2. N/A
3. N/A

END OF DOCUMENT

DOCUMENT 00 45 19

NON-COLLUSION DECLARATION
(Public Contract Code Section 7106)

The undersigned declares:

I am the Secretary [Title] of Rodan Builders, Inc. [Name of Firm], 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 06/13/2023 [Date],

at Hayward [City], CA [State].

Date: 06/13/2023

Proper Name of Bidder: Rodan Builders, Inc.

Signature: _____

Print Name: Gary Chen

Title: Secretary

END OF DOCUMENT

DOCUMENT 00 45 19.01

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

PROJECT/CONTRACT NO.: **ADELANTE ACADEMY II HVAC REPLACEMENT** between the Alum Rock Union School District ("District") and Rodan Builders, Inc. ("Contractor" or "Bidder") ("Contract" or "Project").

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

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

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

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

CERTIFICATION:

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

Vendor Name/Financial Institution (Printed)	*Federal ID Number (or n/a)*
Rodan Builders, Inc.	20-2164714
By (Authorized Signature)	
Printed Name and Title of Person Signing	*Date Executed*
Gary Chen, Secretary	06/13/2023

END OF DOCUMENT

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

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

ADDENDUM 1 FOR RFQ/RFP NO. B2223-BONDS37

ADELANTE ACADEMY II HVAC REPLACEMENT

Q: Is prequalification in Quality Bidders, for prime or sub-contractors, required as indicated in Document 00 21 13.1 BIDDER INFORMATION AND FORMS?

A: No, the District does not require pre-qualification for this project. Document 00 21 13.1 BIDDER INFORMATION AND FORMS is hereby rescinded from Project Manual 01-120630

Q: Is an Engineering Estimate available for this project?

A: No, an Engineering Estimate is not currently available.

Q: Is a HazMat survey available for this project?

A: No, this survey is not currently available.

Q: Is there a Project Labor Agreement for this project?

A: No, this is a PREVAILING WAGE project. Please refer to Document 00 11 16 NOTICE TO BIDDERS, Paragraph 13, 00 21 13 INSTRUCTIONS TO BIDDERS, Para 16, and 00 72 13 GENERAL CONDITIONS.

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

Company Name: Rodan Builders, Inc.

Signature: 

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 · Phone: 408-928-6800 · Fax: 408-928-6416 · www.arusd.org

ADDENDUM 2 FOR RFQ/RFP NO. B2223-BONDS37

ADELANTE ACADEMY II HVAC REPLACEMENT

1. Studio W Architects Addendum NO. 1 dated 06/07/2023 is incorporated into the BID DOCUMENTS
2. 2020 Alum Rock Roof Assessment dated January 14, 2022 is provided for informational purposes.

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

Company Name: Rodan Builders, Inc.

Signature: _____

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 7.02
2930 Gay Avenue
San José, CA 95127

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

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

Subject: Approve Sourcewell Piggyback Bid Contract #010521-LTS-3 for the Purchase of Two (2) Play Structures through Miracle Playsystems, Inc., for McCollam Elementary.

Staff Analysis: Per Public Contract Code 20118, the governing board of any school district without advertising for bids may piggyback for the purchase of materials and personal property if it is in the best interest of the district.

The play structures at McCollam Elementary will need to be replaced due to poor conditions. The new play structures are designed to be inclusive for usage by both Special Education and General Education pupils. Below are the costs of the play structures:

- TK/Kinder play structure = $311,702.05
- Primary play structure = $370,160.46

Total = $681,862.51

Miracle Playsystems, Inc., established in 2004, is the largest Play Equipment Design, Distribution and Specialty Contracting Firm serving Northern and Central California up to the Oregon Border. Miracle Playsystems, Inc., will demo the existing play structures and furnish and install the new play structures at the existing site.

Recommendation: Staff recommends the Board of Trustees approve the contracts with Miracle Playsystems, Inc., in the amount of $681.862.51.

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

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

To the Board of Trustees: Meeting: June 22 ,2023

Recommended Approval

7.02
Agenda Placement

Regular Board Meeting

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

MIRACLE PLAYSYSTEMS: DESIGNING PLAY



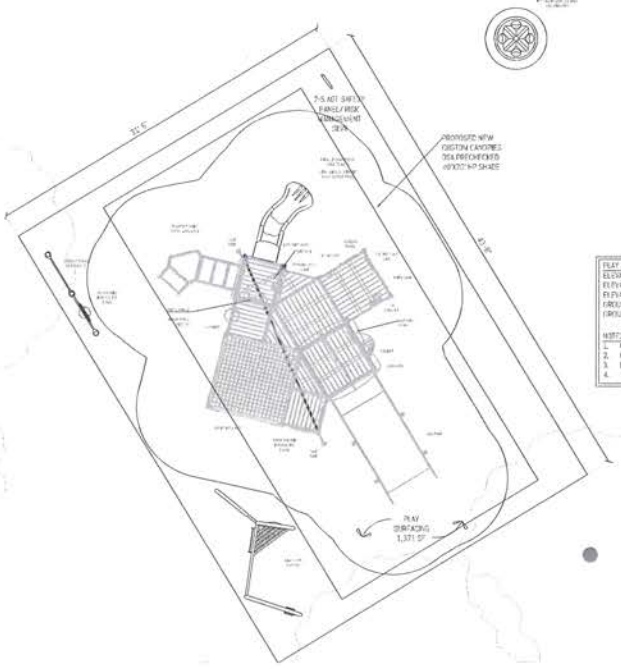
McCollam ES TK Kinder

San Jose, CA

Prepared for: Alum Rock Union School District

MIRACLE playsystems DESIGNING PLAY

Creating Fun Play Environments to Enrich Communities



PLAY AREA - AGE APPROPRIATE 2-5 YEARS	CAPACITY 5-24 CHILDREN
ELEVATED PLAY ACTIVITIES (TOTAL)	11
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY TRANSFER	3 REQ'D: 0
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY RAMP	8 REQ'D: 5
GROUND LEVEL ACTIVITY TYPE	4 REQ'D: 0
GROUND LEVEL ACTIVITY QUANTITY	14 REQ'D: 0

NOTES:
1. CSC ZONES I FROM SURFACE OF PLAYGROUND COMPLIES WITH ASTM F1292-99.
2. ENGINE SURFACING COMPLIES WITH ASTM 1951-99. CRITICAL FALL HEIGHT: 4'0"
3. PLAYGROUND EQUIPMENT SHALL COMPLY WITH ASTM F 1487-99. SITE AREA: SF 1,371 LF 150'0"
4. THIS PLAY AREA MEETS CPSC SLIDE IN 1.09-1.90M. DRAWN BY: CG





McCollam ES - TK Kinder

San Jose, CA

LINEAR FEET:	150'-0" LF	SITE AREA:	1,371 SF
CRITICAL FALL HEIGHT:	4'-0" CFH	SCALE:	1/8"=1'-0"
23_2278_McCollamESTKKinder_006		DATE:	5/12/2023
		DRAWN BY:	CG

MIRACLE playsystems DESIGNING PLAY

ALL DRAWINGS ARE SUBJECT TO CHANGE AND SHOULD BE RECEIVED BEFORE FINAL SALE. ALL SITE DIMENSIONS WILL NEED TO BE VERIFIED PRIOR TO SALE AND INSTALLATION.



Colors Used In Rendering:

*Colors shown in rendering are for illustrative purposes only. Actual color and pattern may vary slightly.

Plum

Tropical Yellow

Teal

Green

5/12/2023
23_2278_McCollamESTKKinder_006

Creating Fun Play Environments to Enrich Communities

MIRACLE playsystems DESIGNING PLAY



*Colors shown in rendering are for illustrative purposes only. Actual color and pattern may vary slightly.



*Colors shown in rendering are for illustrative purposes only. Actual color and pattern may vary slightly.



*Colors shown in rendering are for illustrative purposes only. Actual color and pattern may vary slightly.



Note: image does not represent Actual HIP Shade that is quoted. Shown for illustrative purposes only.

ALNET AMERICAS

EXTRABLOCK



EXTRABLOCK

Designed for strength and durability, Alnet's Extrablock shadecloth protects against all of nature's extremes. It meets the highest standards and is knitted to be dimensionally stable for easy fabrication. Extrablock also comes in 18 California Fire Marshall approved colors and is backed by a 10-year warranty to demonstrate our dedication to quality, durability and safety.

Properties	Mass	Thickness	Fabric Width	Strip Tensile		Elongation at Break		Tearing Strength - Tongue Tear		Burst Strength	Burst Strength	Air Permeability	Temp. Stability
Test Method	ASTM 3776	ASTM 1777	ASTM 3776	ASTM D 5034		ASTM D 4595-87		ASTM D 2261		ASTM 3787 BoB	ASTM 3786 Mullen	ASTM D 737	
				Warp	Weft	Warp	Weft	Warp	Weft			cm³/s/1	
US	9.6 oz/yd	50.4 mil	118 in.	278 lbf	340 lbf	71%	74%	33 lbs	36 lbs	363 lb	460 psi	263.5	-13°F +176°F
Metric	325 gsm	1.28mm	3 m	1236 N	1512 N	71%	74%	147 N	160 N	1615 N	3172 kPa		-25°C +80°C

Colors	UPF	UVR	Shade Factor	Fire Retardancy	Flame Resistance
Cream	13	92%	74%	Yes	ASTM E-84
Beige	33	97%	87%	Yes	ASTM E-84
Yellow	16	94%	76%	Yes	ASTM E-84
Red	29	97%	86%	Yes	ASTM E-84
True Blue	14	93%	89%	Yes	CSFM/CA 1237.1 Title 19 - NFPA-701 #2 - CAN/ULC-S109 - ASTM E-84
Forest Green	24	96%	94%	Yes	CSFM/CA 1237.1 Title 19 - NFPA-701 #2 - CAN/ULC-S109 - ASTM E-84
Silver	19	95%	93%	Yes	CSFM/CA 1237.1 Title 19 - NFPA-701 #2 - CAN/ULC-S109 - ASTM E-84
Sunblaze	14	94%	91%	Yes	CSFM/CA 1237.1 Title 19 - NFPA-701 #2 - CAN/ULC-S109 - ASTM E-84
Latte	18	95%	90%	Yes	CSFM/CA 1237.1 Title 19 - NFPA-701 #2 - CAN/ULC-S109 - ASTM E-84
Bottle Green	16	94%	91%	Yes	CSFM/CA 1237.1 Title 19 - NFPA-701 #2 - CAN/ULC-S109 - ASTM E-84
Charcoal	20	96%	94%	Yes	CSFM/CA 1237.1 Title 19 - NFPA-701 #2 - CAN/ULC-S109 - ASTM E-84
Midnight	33	98%	98%	Yes	CSFM/CA 1237.1 Title 19 - NFPA-701 #2 - CAN/ULC-S109 - ASTM E-84
Mint Green	18	95%	93%	Yes	CSFM/CA 1237.1 Title 19 - NFPA-701 #2 - CAN/ULC-S109 - ASTM E-84
Dove Blue	13	93%	90%	Yes	CSFM/CA 1237.1 Title 19 - NFPA-701 #2 - CAN/ULC-S109 - ASTM E-84
Oxide Red	14	93%	91%	Yes	CSFM/CA 1237.1 Title 19 - NFPA-701 #2 - CAN/ULC-S109 - ASTM E-84
Pearl Onyx	16	94%	86%	Yes	CSFM/CA 1237.1 Title 19 - NFPA-701 #2 - CAN/ULC-S109 - ASTM E-84
Purple	16	94%	86%	Yes	CSFM/CA 1237.1 Title 19 - NFPA-701 #2 - CAN/ULC-S109 - ASTM E-84
Olive	26	97%	96%	Yes	CSFM/CA 1237.1 Title 19 - NFPA-701 #2 - CAN/ULC-S109 - ASTM E-84
Brown	19	95%	93%	Yes	CSFM/CA 1237.1 Title 19 - NFPA-701 #2 - CAN/ULC-S109 - ASTM E-84
Navy Blue	23	96%	96%	Yes	CSFM/CA 1237.1 Title 19 - NFPA-701 #2 - CAN/ULC-S109 - ASTM E-84
Lime	18	95%	79%	Yes	CSFM/CA 1237.1 Title 19 - NFPA-701 #2 - CAN/ULC-S109 - ASTM E-84
Hazelnut	18	95%	91%	Yes	CSFM/CA 1237.1 Title 19 - NFPA-701 #2 - CAN/ULC-S109 - ASTM E-84

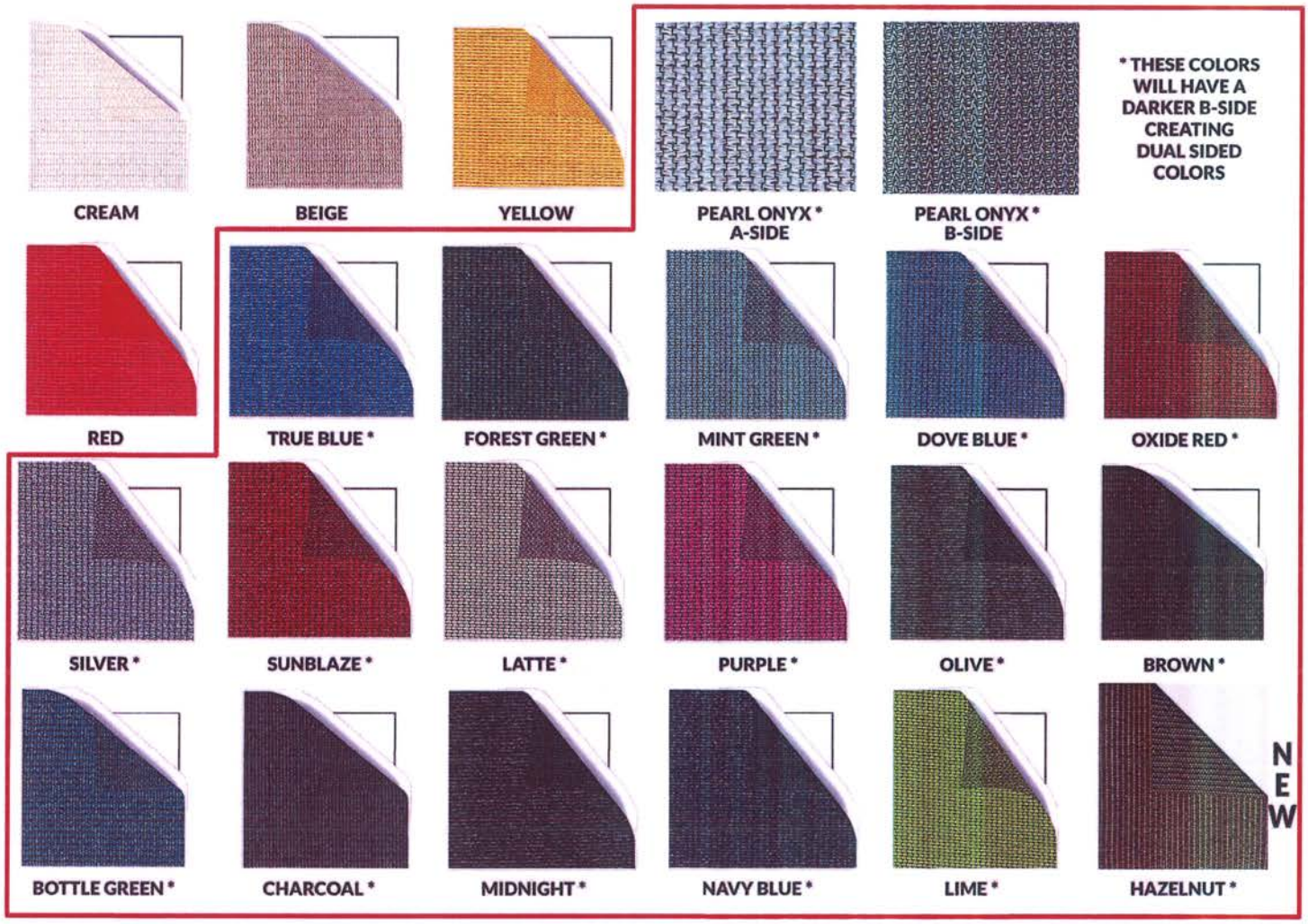
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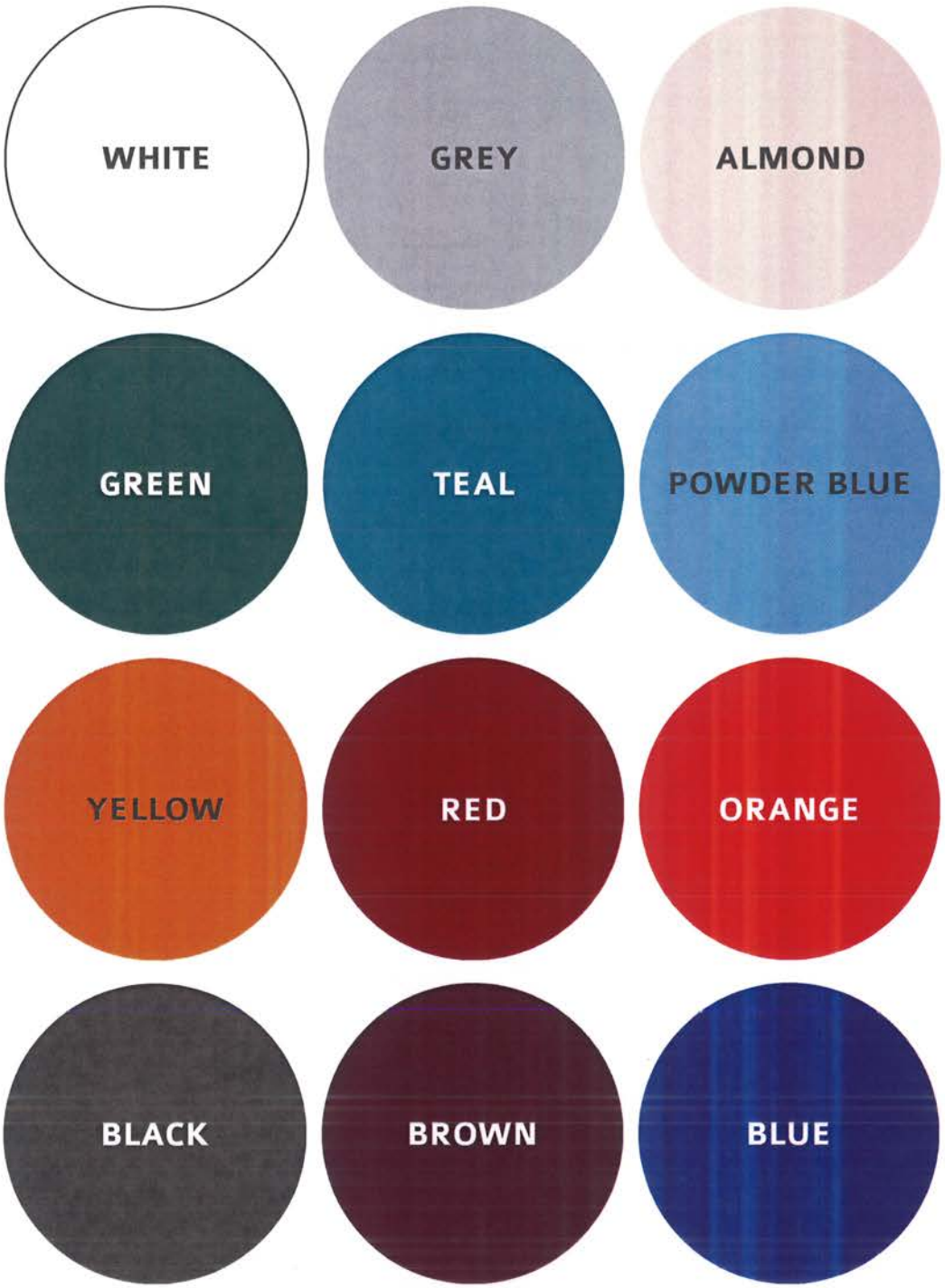
For more information, please contact **protect@AlnetAmericas.com** or visit us at **www.AlnetAmericas.com**


CREAM
BEIGE
YELLOW
PEARL ONYX * A-SIDE
PEARL ONYX * B-SIDE
* THESE COLORS WILL HAVE A DARKER B-SIDE CREATING DUAL SIDED COLORS
RED
TRUE BLUE *
FOREST GREEN *
MINT GREEN *
DOVE BLUE *
OXIDE RED *
SILVER *
SUNBLAZE *
LATTE *
PURPLE *
OLIVE *
BROWN *
BOTTLE GREEN *
CHARCOAL *
MIDNIGHT *
NAVY BLUE *
LIME *
HAZELNUT *
NEW

Custom Canopies Intl. Inc.

"SAFEST UNDER THE SUN"

POWDERCOAT COLORS



CustomShadeCanopies.com 818.993.8448

Job Number: 23-2278
Job: McCollam ES- TK Kinder
Quote Name: Quote-23-2278-McCollam ES- TK Kinder_006
Quote Number: Q-05490

Prepared by:
JeanTyan
jean@miracleplaygroup.com

Terms: Net 30
Remit to: Miracle Playsystems, Inc.
1276 S Main St., Salinas, CA 93901

Sub Total: $280,726.27
Freight: $17,034.36
Estimated Tax: $13,941.42
Total: $311,702.05

Miracle

Product Code	Description	Qty	Rate	Total	Estimated Tax (if applicable)
MREC EQUIP	Plan_23_2278_McCollam ES TK Kinder_006 Equipment Inclusive of Sourcewell Discount	1	$110,078.00	$110,078.00	$10,319.82

Installation Services- State Prevailing Wages Applied

Truck and Bobcat Access Required

Product Code	Description	Qty	Rate	Total	Estimated Tax (if applicable)
B13	Provide labor and storage to offload MREC Kinder shipment at our Santa Clara Facility and deliver to job site once ready for installation, includes disposal of shipment packaging.	1	$2,433.00	$2,433.00	$0.00
A1	Provide approx. 75 LF Temporary Construction Security Fencing to close off work site for duration of project.	1	$570.00	$570.00	$53.45
B12	Removal and disposal of existing steel tan/orange/teal/beige play structure to include footings.	1	$8,979.00	$8,979.00	$0.00
B03	Removal and disposal approx. 66 CY playground wood chips figured at 12" depth, area 1371 SF.	1	$11,611.00	$11,611.00	$0.00
B06	Supply approx. 85 TN Baserock compacted at 10" depth, area 1371 SF.	1,371	$3.15	$4,318.65	$404.88
B05	Install approx. 85 TN Baserock compacted at 10" depth, area 1371 SF.	1,371	$4.73	$6,484.83	$0.00

C11	Provide Materials to pour approx. 150 LF of PIP 12" wide x 4" depth Perimeter Glue Band, area 1371 SF.	1,371	$1.41	$1,933.11	$181.23
C1	Provide labor to pour approx. 150 LF of PIP 12" wide x 4" depth Perimeter Glue Band, area 1371 SF.	1,371	$2.11	$2,892.81	$0.00
B15	Installation only of owner provided 2-5 MREC Play Structures per plan 23_2278_McCollamESTKKinder_006 dated 5/02/2023 to manufacturer recommendations through soil. Footing spoils disposed off-site.	1	$37,695.00	$37,695.00	$0.00
C7	Poured-In-Place Material: Supply approx. 1371 SF of SAFEPOUR pour-in-place resilient rubber surfacing at 2" thickness (meets up to 4' fall) using 50% Black and 50% Standard Color with Standard "Aromatic" binder.	1,371	$7.19	$9,857.49	$924.13
C1	Poured-In-Place: Install approx. 1371 SF of SAFEPOUR pour-in-place resilient rubber surfacing at 2" thickness (meets up to 4' fall) using 50% Black and 50% Standard Color with Standard "Aromatic" binder.	1,371	$10.78	$14,779.38	$0.00
B15	Installation only of owner provided DSA Custom Canopies Hip Canopy 40' x 20' x 12'H with Alnet Mesh Fabric Top, Four Posts using 1'-6" Dia x 5'-6" Deep footings and rebar cages provided by mfg. Footing spoils disposed off-site.	1	$36,747.00	$36,747.00	$0.00
B13	Provide labor and storage to offload Custom Canopies shipment at our Santa Clara Facility and deliver to job site once ready for installation, includes disposal of shipment packaging.	1	$1,317.00	$1,317.00	$0.00

Performance Bond

Product Code	Description	Qty	Rate	Total	Estimated Tax (if applicable)
BONDING	Bonding Fees	1	$9,079.00	$9,079.00	$0.00

Custom Canopies

Prevailing Wages Applied

Product Code	Description	Qty	Rate	Total	Estimated Tax (if applicable)
EQUIP19	Custom Canopies Equipment DSA HIP Canopy 40'x20' x 12'High, 4 Post, Alnet Mesh Fabric Top, Engineering Calcs Included	1	$20,807.00	$20,807.00	$1,950.66
EQUIP19	Custom Canopies- Footing Cages	4	$286.00	$1,144.00	$107.25

Sub Total: $280,726.27
Total Freight: $17,034.36
Total Estimated Tax: $13,941.42
Grand Total: $311,702.05

Company: _____

Signature: _____

Name: _____

Date: _____

Please confirm or edit order information below.	
End User Company: Alum Rock Union School District **End User Contact:** **End User Email:** **Delivery Contact:** **Delivery Email:** **Delivery Phone:** **Delivery Address:** **Site Address:** 3311 Lucian Ave San Jose	**Bill To Email:** **Bill To:** Alum Rock Union School District **Customer Reference #:**

INDEMNITY

Client/Owner shall defend, indemnify and hold harmless Miracle Playsystems, Inc., its officers, directors, board of trustees, agents, or employees and each of them, from any and all claims, demands, causes of action in law or in equity, damages, penalties, costs, expenses, reasonable attorneys' fees, reasonable experts' fees, reasonable consultants' fees, judgments, losses or liabilities, of every kind and nature whatsoever arising out of or in any way connected with or incidental to, the performance of the services under this Agreement or any of the obligations contained in this Agreement ("Claims"). Without limitation, "damages" include personal injury, including, but not limited to bodily injury, emotional injury, sickness or disease, or death to persons, including, but not limited to, any employees or agents of Miracle Playsystems, Inc., or any other person; or other damages of any kind to anyone including, without limitation, economic loss, property damage and loss of use thereof. It is expressly acknowledged and agreed that each of the foregoing indemnities is independent, that each shall be given effect, and that each shall apply despite any acts or omissions, misconduct or negligent conduct, whether active or passive, on the part of, or other contractor(s); provided, however, Miracle Playsystems, Inc. duty to indemnify shall be limited to the percentage or the degree Miracle Playsystems, Inc. comparative negligence caused any damages.

STANDARD NOTES

- Price quotation is good for 30 days. Accurate color selections must be made in writing prior to equipment going into production. Colors to be confirmed with your local sales representative.
- PLEASE MAKE PURCHASE ORDER TO MIRACLE PLAYSYSTEMS, INC at PO Box 263 Alamo, CA 94507
- PLEASE REMIT CHECKS TO: MIRACLE PLAYSYSTEMS INC., 1276 S MAIN ST, SALINAS, CA 93901
- Please email/fax quotation with your signature to accept this quote and place order. Fax 510-893-2163 or email Info@MiraclePlayGroup.com
- Unless otherwise specified, Miracle Playsystems, Inc **DOES NOT** include the following in this proposal:
  - Engineered drawings
  - Installation of equipment or other site amenities
  - Specialty trades, equipment, power supply required to install equipment
- Any insurance requiring in excess of $1M/$2M per occurrence, special insurance coverage or wording, Prevailing/Certified wage rates, local permitting, bid/performance bonds, temp fencing, geo tech surveys, playground safety inspection, equipment offload, and testing services.
- Inspect equipment upon delivery. Color discrepancy must be reported at time of delivery. Installation constitutes acceptance of colors.
- Warranty does not cover labor for reinstallation.

TERMS & CONDITIONS

- Purchase contract terms & conditions of sale: The client/customer's acceptance and understanding of these terms & conditions and all other supporting documentation provided as part of this package is evidenced by signing of this estimate/quote.
- Payment terms: Standard terms (on approved credit), unless otherwise noted are 50% with order and balance to ship equipment (no retention). Should any changes be required to the products after order is placed, modifications or changes will be at client/customers expense. Miracle Playsystems, Inc maintains a no return policy and asks all clients to determine feature, layout and color selection prior to ordering. Should any order be cancelled after production has started a 30% restocking fee will be charged to client. Credit card convenience fee is 3.5% which will be added to all credit card charges
- Lead times: Estimated lead times for the time the order is released into production until it is delivered will vary.
- **Lead times may currently be extended due to reasons such as supply chain issues, shipping delays, raw material shortages, and other COVID-19 related impacts.**
- Custom play feature lead times are determined on a case by case basis.

CONSTRUCTION SERVICES (if applicable)

Unless otherwise noted, we exclude responsibility for material delivery & offloading equipment, removal & disposal of packaging accumulated by equipment packaging, project security, landscape & hardscape repair based on access route to site, delays or returns due to layout conflicts or delay of other trades, removal of spoils from job site, locating underground: utilities, pipes, obstructions in work area, conditions unforeseen and/or not disclosed at time of estimate, permits, engineering, material testing, soil samples, CPSI. Conditions: Grades; stable, compacted & workable with 95% compaction and less than 1% grade, adequate access to site for labor, materials, tools and equipment. Estimate good for 90 days from quote or Dec. 31 of current calendar year, whichever comes first. Terms: Upon completion.

GENERAL TERMS

- THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN: Miracle Playsystems, Inc. objects to any other terms proposed by client, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Client authorizes Miracle Playsystems, Inc. to ship equipment and agrees to pay the total specified. Shipping terms are FOB the place of shipment via common carrier.
- Client and owner/operator agree to indemnify and hold Miracle Playsystems, Inc. harmless from and against all liabilities, losses, penalties, damages and expenses, including costs and attorney fees, resulting from any and all claims, liens, damages, actions, suits, judgments or settlements, injuries arising or alleged to arise out of their failure, or failure of architect, contractors, subcontractors, installers, employees, agents and assigns to assemble, install, inspect and/or maintain the play equipment and impact absorbing surfacing in full compliance with each manufacturers installation instructions and safety requirements and their misuse and/or alteration of the play equipment.

Company: _____

Signature: _____

Name: _____

Date: _____



Presented by your Miracle Team

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Sales Account Manager
Miracle Playsystems Inc
jean@miracleplaygroup.com
(650) 930-0459



Stephanie Rodriguez
Inside Account Manager
Miracle Playsystems Inc
stepanie@miracleplaygroup.com
(510) 306-8756



Claudia Gutierrez
Designer
Miracle Playsystems Inc
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Thank you for your consideration!

MIRACLE playsystems DESIGNING PLAY

MIRACLE PLAYSYSTEMS: DESIGNING PLAY

McCollam ES - Primary

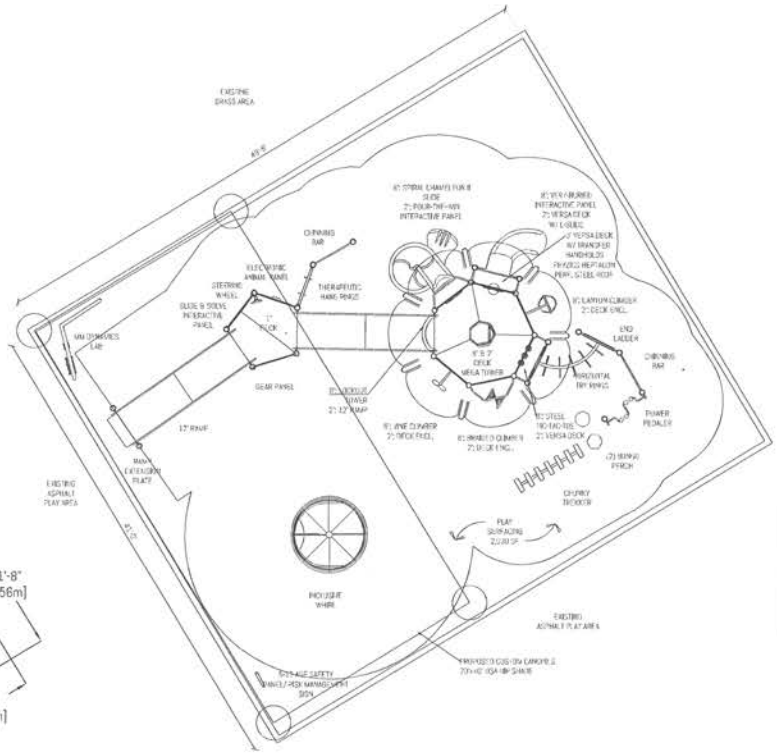
San Jose, CA

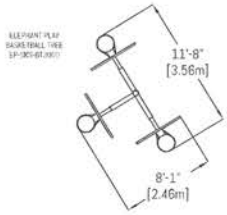
Prepared for: Alum Rock Union School District



MIRACLE playsystems DESIGNING PLAY

Creating Fun Play Environments to Enrich Communities





PLAY AREA - ASTM APPROPRIATE 5-12 YEARS	CAPACITY: 119 (17 CHILDREN)
ELEVATED PLAY ACTIVITIES (10 ALL)	17
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY TRANSFER	1 PEDS @
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY RAMP:	8 PEDS @ 3
GROUND LEVEL ACTIVITY TYPE:	6 PEDS @ 6
GROUND LEVEL ACTIVITY QUANTITY:	12 PEDS @ 0

NOTES:
1. TEST ZONES FINISH SURFACE OF PLAYGROUND COMPLIES ASTM ASTM F1292-09B.
2. GROUND OBSTACLES COMPLIES WITH ASTM F1951-99
3. PLAYGROUND EQUIPMENT SHALL COMPLY WITH ASTM F1487-05B CRITICAL FALL HEIGHT: 8'-0"
4. THIS PLAY AREA MEETS CBC SECTION 1133.4.1 SITE AREA: SF 2,030 (FT2/M2)
DRAWN BY: CG

NORTH

0 4' 8' 16'
Scale: 1/8" = 1'-0"

McCollam ES Primary

San Jose, CA

LINEAR FEET:	181'-0" LF	SITE AREA:	2,030 SF
CRITICAL FALL HEIGHT:	8'-0" CFH	SCALE:	1/8"=1'-0"
23_2279_McCollam ES - Primary_008		DATE:	6/02/2023
		DRAWN BY:	CG

MIRACLE playsystems DESIGNING PLAY

ALL DRAWINGS ARE SUBJECT TO CHANGE AND SHOULD BE REVISED AS CIVIL FINAL SALE. ALL SITE DIMENSIONS WILL NEED TO BE VERIFIED PRIOR TO SALE AND INSTALLATION.

MIRACLE PLAYSYSTEMS. DESIGNING PLAY



Colors Used In Rendering:

*Colors shown in rendering are for illustrative purposes only. Actual color and pattern may vary slightly.

Brown Decks | Dark Brown | Green | Tropical Yellow | Teal | Blue | Plum

6/02/2023
23_2279_McCollam ES- Primary_008

Creating Fun Play Environments to Enrich Communities

MIRACLE playsystems DESIGNING PLAY



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Note: image does not represent Actual HIP Shade that is quoted. Shown for illustrative purposes only.

McCollam ES- Primary - Shade
23_2279_McCollam ES - Primary_008

ALNET AMERICAS

EXTRABLOCK



EXTRABLOCK

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Properties	Mass	Thickness	Fabric Width	Strip Tensile		Elongation at Break		Tearing Strength - Tongue Tear		Burst Strength	Burst Strength	Air Permeability	Temp. Stability
Test Method	ASTM 3776	ASTM 3777	ASTM 3774	ASTM D 5034		ASTM D 4595-87		ASTM D 2261		ASTM 3787 BoB	ASTM 3786 Mullen	ASTM D 737	
				Warp	Weft	Warp	Weft	Warp	Weft			cm³/ft²	
US	9.6 oz/yd	50.4 mil	118 in.	278 lbf	340 lbf	71%	74%	33 lbs	36 lbs	363 lb	460 psi	263.5	-13°F +176°F
Metric	325 gsm	1.28mm	3 m	1236 N	1512 N	71%	74%	147 N	160 N	1615 N	3172 kPa		-25°C +80°C

Colors	UPF	UVR	Shade Factor	Fire Retardancy	Flame Resistance
Cream	13	92%	74%	Yes	ASTM E-84
Beige	33	97%	87%	Yes	ASTM E-84
Yellow	16	94%	76%	Yes	ASTM E-84
Red	29	97%	86%	Yes	ASTM E-84
True Blue	14	93%	89%	Yes	CSFM/CA 1237.1 Title 19 - NFPA-701 #2 - CAN/ULC-S109 - ASTM E-84
Forest Green	24	96%	94%	Yes	CSFM/CA 1237.1 Title 19 - NFPA-701 #2 - CAN/ULC-S109 - ASTM E-84
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Charcoal	20	96%	94%	Yes	CSFM/CA 1237.1 Title 19 - NFPA-701 #2 - CAN/ULC-S109 - ASTM E-84
Midnight	33	98%	98%	Yes	CSFM/CA 1237.1 Title 19 - NFPA-701 #2 - CAN/ULC-S109 - ASTM E-84
Mint Green	18	95%	93%	Yes	CSFM/CA 1237.1 Title 19 - NFPA-701 #2 - CAN/ULC-S109 - ASTM E-84
Dove Blue	13	93%	90%	Yes	CSFM/CA 1237.1 Title 19 - NFPA-701 #2 - CAN/ULC-S109 - ASTM E-84
Oxide Red	14	93%	91%	Yes	CSFM/CA 1237.1 Title 19 - NFPA-701 #2 - CAN/ULC-S109 - ASTM E-84
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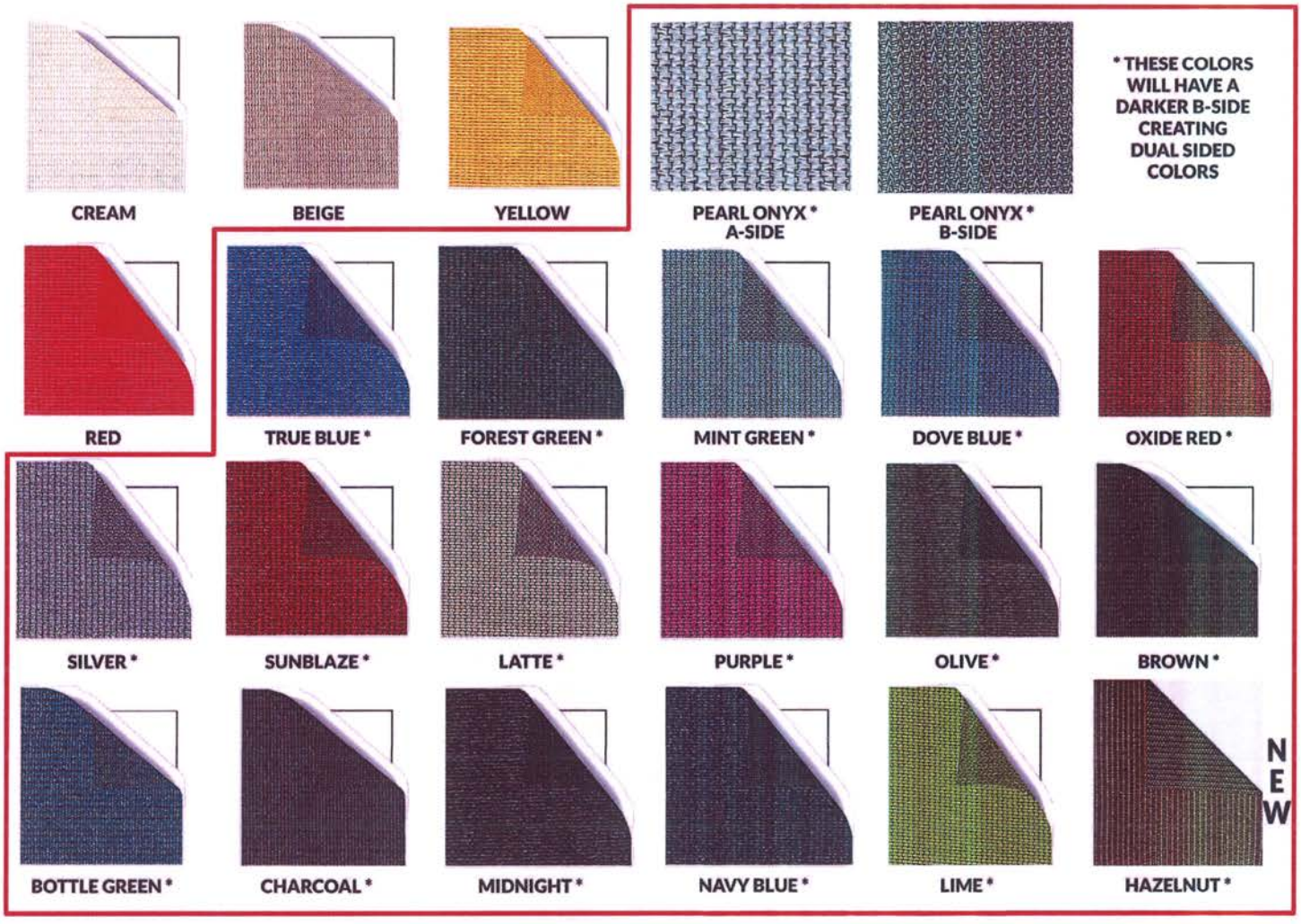
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MIRACLE playsystems DESIGNING PLAY



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McCollam ES- Primary - Shade
23_2279_McCollam ES - Primary_008

ALNET AMERICAS

EXTRABLOCK



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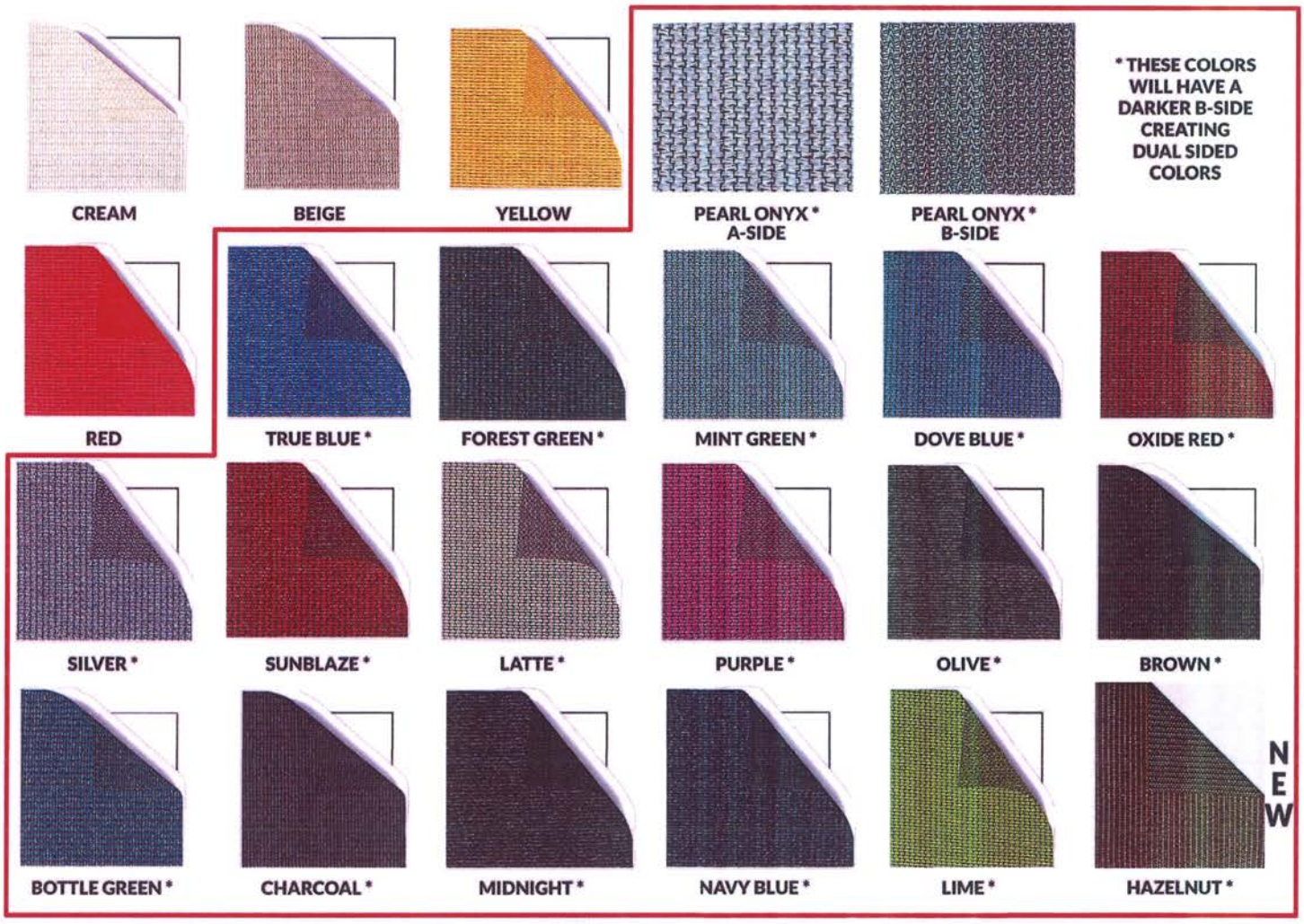
For more information, please contact **protect@AlnetAmericas.com** or visit us at **www.AlnetAmericas.com**

ALNET AMERICAS

EXTRABLOCK

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Test Method	ASTM 3776	ASTM 5777	ASTM 3774	ASTM D 5034		ASTM D 4595-87		ASTM D 2261		ASTM 3787 Ball	ASTM 3786 Mullen	ASTM D706	
				Warp	Weft	Warp	Weft	Warp	Weft			cmf/ft2	
US	9.6 oz/yd	50.4 mil	118 in.	278 lbf	340 lbf	71%	74%	33 lbs	36 lbs	363 lb	460 psi	263.5	-13°F +176°F
Metric	325 gsm	1.28mm	3 m	1236 N	1512 N	71%	74%	147 N	160 N	1615 N	3172 kPa		-25°C +80°C

Colors	UPF	UVR	Shade Factor	Fire Retardancy	Flame Resistance
Cream	13	92%	74%	Yes	ASTM E-84
Beige	33	97%	87%	Yes	ASTM E-84
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Mint Green	18	95%	93%	Yes	CSFM/CA 1237.1 Title 19 - NFPA-701 #2 - CAN/ULC-S109 - ASTM E-84
Dove Blue	13	93%	90%	Yes	CSFM/CA 1237.1 Title 19 - NFPA-701 #2 - CAN/ULC-S109 - ASTM E-84
Oxide Red	14	93%	91%	Yes	CSFM/CA 1237.1 Title 19 - NFPA-701 #2 - CAN/ULC-S109 - ASTM E-84
Pearl Onyx	16	94%	86%	Yes	CSFM/CA 1237.1 Title 19 - NFPA-701 #2 - CAN/ULC-S109 - ASTM E-84
Purple	16	94%	86%	Yes	CSFM/CA 1237.1 Title 19 - NFPA-701 #2 - CAN/ULC-S109 - ASTM E-84
Olive	26	97%	96%	Yes	CSFM/CA 1237.1 Title 19 - NFPA-701 #2 - CAN/ULC-S109 - ASTM E-84
Brown	19	95%	93%	Yes	CSFM/CA 1237.1 Title 19 - NFPA-701 #2 - CAN/ULC-S109 - ASTM E-84
Navy Blue	23	96%	96%	Yes	CSFM/CA 1237.1 Title 19 - NFPA-701 #2 - CAN/ULC-S109 - ASTM E-84
Lime	18	95%	79%	Yes	CSFM/CA 1237.1 Title 19 - NFPA-701 #2 - CAN/ULC-S109 - ASTM E-84
Hazelnut	18	95%	91%	Yes	CSFM/CA 1237.1 Title 19 - NFPA-701 #2 - CAN/ULC-S109 - ASTM E-84


CREAM
BEIGE
YELLOW
PEARL ONYX * A-SIDE
PEARL ONYX * B-SIDE
* THESE COLORS WILL HAVE A DARKER B-SIDE CREATING DUAL SIDED COLORS
RED
TRUE BLUE *
FOREST GREEN *
MINT GREEN *
DOVE BLUE *
OXIDE RED *
SILVER *
SUNBLAZE *
LATTE *
PURPLE *
OLIVE *
BROWN *
BOTTLE GREEN *
CHARCOAL *
MIDNIGHT *
NAVY BLUE *
LIME *
HAZELNUT *
NEW

Custom Canopies Intl. Inc.

"SAFEST UNDER THE SUN"

POWDERCOAT COLORS



6/1/2023

Job Number: 23-2279
Job: McCollam ES- Primary
Quote Name: Quote-23-2279-McCollam ES- Primary_008
Quote Number: Q-05533

Prepared by:
JeanTyan
jean@miracleplaygroup.com

Terms: Net 30
Remit to: Miracle Playsystems, Inc.
1276 S Main St., Salinas, CA 93901

Sub Total: $341,460.10
Freight: $13,580.00
Estimated Tax: $15,120.36
Total: $370,160.46

Miracle

Product Code	Description	Qty	Rate	Total	Estimated Tax (if applicable)
MREC EQUIP	Plan_23_2279_McCollam ES-Primary_008 Equipment Inclusive of Sourcewell Discount	1	$108,306.00	$108,306.00	$10,153.70

Installation Services- State Prevailing Wages Applied

Trucking and Bobcat Access Required

Product Code	Description	Qty	Rate	Total	Estimated Tax (if applicable)
B13	Provide labor and storage to offload MREC Primary shipment at our Santa Clara Facility and deliver to job site once ready for installation, includes disposal of shipment packaging.	1	$5,068.00	$5,068.00	$0.00
A1	Provide approx. 225 LF Temporary Construction Security Fencing to close off work site for duration of project.	1	$1,709.00	$1,709.00	$160.21
B12	Removal and disposal of existing steel green/tan/brown play structure to include footings.	1	$14,382.00	$14,382.00	$0.00
B03	Removal and disposal approx. 98 CY playground wood chips figured at 12" depth, area 2030 SF.	1	$16,017.00	$16,017.00	$0.00
B06	Supply approx. 108 TN Baserock compacted at 8.5" depth, area 2030 SF.	2,030	$3.22	$6,536.60	$612.81
B05	Install approx. 108 TN Baserock compacted at 8.5" depth, area 2030 SF.	2,030	$4.83	$9,804.90	$0.00

C11	Provide Materials to pour approx. 181 LF of PIP 12" wide x 4" depth Perimeter Glue Band, area 2030 SF.	2,030	$1.33	$2,699.90	$253.11
C1	Provide labor to pour approx. 181 LF of PIP 12" wide x 4" depth Perimeter Glue Band, area 2030 SF.	2,030	$1.99	$4,039.70	$0.00
B15	Installation only of owner provided 5-12 MREC Play Structures per plan 23_2279_McCollam ES- Primary_008 dated 5/18/2023 to manufacturer recommendations through soil. Footing spoils disposed off-site.	1	$41,826.00	$41,826.00	$0.00
C7	Poured-In-Place Material: Supply approx. 2030 SF of SAFEPOUR pour-in-place resilient rubber surfacing at 3.5" thickness (meets up to 8' fall) using 50% Black and 50% Standard Color with Standard "Aromatic" binder.	2,030	$10.28	$20,868.40	$1,956.40
C1	Poured-In-Place: Install approx. 2030 SF of SAFEPOUR pour-in-place resilient rubber surfacing at 3.5" thickness (meets up to 8' fall) using 50% Black and 50% Standard Color with Standard "Aromatic" binder.	2,030	$15.42	$31,302.60	$0.00
B15	Installation only of owner provided Elephant Play Basketball Tree EP-SKS-BT3000 to manufacturer recommendations through asphalt/soil. Footing spoils disposed off-site.	1	$5,063.00	$5,063.00	$0.00
B15	Installation only of owner provided DSA Custom Canopies Hip Canopy 40' x 20' x 12'H with Alnet Mesh Fabric Top, Four Posts using 1'-6" Dia x 5'-6" Deep footings and rebar cages provided by mfg. Footing spoils disposed off-site. Includes saw-cutting existing asphalt sections in conflict with (4) posts and finish paving with concrete monolithic to canopy footings.	1	$40,575.00	$40,575.00	$0.00
B13	Provide labor and storage to offload Custom Canopies shipment at our Santa Clara Facility and deliver to job site once ready for installation, includes disposal of shipment packaging.	1	$1,317.00	$1,317.00	$0.00

Performance Bond

Product Code	Description	Qty	Rate	Total	Estimated Tax (if applicable)
BONDING	Bonding Fees	1	$10,781.00	$10,781.00	$0.00

Custom Canopies

Product Code	Description	Qty	Rate	Total	Estimated Tax (if applicable)
EQUIP19	Custom Canopies Equipment Custom DSA PIP Canopy 40'x20', 4 Post 9' High, Alnet Fabric Top Includes Engineering (PC Approved)	1	$20,020.00	$20,020.00	$1,876.88
EQUIP19	Custom Canopies- Footing Cages	4	$286.00	$1,144.00	$107.25

Sub Total: $341,460.10
Total Freight: $13,580.00
Total Estimated Tax: $15,120.36
Grand Total: $370,160.46

Company: _____

Signature: _____

Name: _____

Date: _____

Please confirm or edit order information below.	
End User Company: Alum Rock Union School District **End User Contact:** **End User Email:** **Delivery Contact:** **Delivery Email:** **Delivery Phone:** **Delivery Address:** **Site Address:** 3311 Lucian Ave San Jose	**Bill To Email:** **Bill To:** Alum Rock Union School District **Customer Reference #:**

INDEMNITY

Client/Owner shall defend, indemnify and hold harmless Miracle Playsystems, Inc., its officers, directors, board of trustees, agents, or employees and each of them, from any and all claims, demands, causes of action in law or in equity, damages, penalties, costs, expenses, reasonable attorneys' fees, reasonable experts' fees, reasonable consultants' fees, judgments, losses or liabilities, of every kind and nature whatsoever arising out of or in any way connected with or incidental to, the performance of the services under this Agreement or any of the obligations contained in this Agreement ("Claims"). Without limitation, "damages" include personal injury, including, but not limited to bodily injury, emotional injury, sickness or disease, or death to persons, including, but not limited to, any employees or agents of Miracle Playsystems, Inc., or any other person; or other damages of any kind to anyone including, without limitation, economic loss, property damage and loss of use thereof. It is expressly acknowledged and agreed that each of the foregoing indemnities is independent, that each shall be given effect, and that each shall apply despite any acts or omissions, misconduct or negligent conduct, whether active or passive, on the part of, or other contractor(s); provided, however, Miracle Playsystems, Inc. duty to indemnify shall be limited to the percentage or the degree Miracle Playsystems, Inc. comparative negligence caused any damages.

STANDARD NOTES

- Price quotation is good for 30 days. Accurate color selections must be made in writing prior to equipment going into production. Colors to be confirmed with your local sales representative.
- PLEASE MAKE PURCHASE ORDER TO MIRACLE PLAYSYSTEMS, INC at PO Box 263 Alamo, CA 94507
- PLEASE REMIT CHECKS TO: MIRACLE PLAYSYSTEMS INC., 1276 S MAIN ST, SALINAS, CA 93901
- Please email/fax quotation with your signature to accept this quote and place order. Fax 510-893-2163 or email Info@MiraclePlayGroup.com
- Unless otherwise specified, Miracle Playsystems, Inc **DOES NOT** include the following in this proposal:
  - Engineered drawings
  - Installation of equipment or other site amenities
  - Specialty trades, equipment, power supply required to install equipment
- Any insurance requiring in excess of $1M/$2M per occurrence, special insurance coverage or wording, Prevailing/Certified wage rates, local permitting, bid/performance bonds, temp fencing, geo tech surveys, playground safety inspection, equipment offload, and testing services.
- Inspect equipment upon delivery. Color discrepancy must be reported at time of delivery. Installation constitutes acceptance of colors.
- Warranty does not cover labor for reinstallation.

TERMS & CONDITIONS

- Purchase contract terms & conditions of sale: The client/customer's acceptance and understanding of these terms & conditions and all other supporting documentation provided as part of this package is evidenced by signing of this estimate/quote.
- Payment terms: Standard terms (on approved credit), unless otherwise noted are 50% with order and balance to ship equipment (no retention). Should any changes be required to the products after order is placed, modifications or changes will be at client/customers expense. Miracle Playsystems, Inc maintains a no return policy and asks all clients to determine feature, layout and color selection prior to ordering. Should any order be cancelled after production has started a 30% restocking fee will be charged to client. Credit card convenience fee is 3.5% which will be added to all credit card charges
- Lead times: Estimated lead times for the time the order is released into production until it is delivered will vary.

- **Lead times may currently be extended due to reasons such as supply chain issues, shipping delays, raw material shortages, and other COVID-19 related impacts.**
- Custom play feature lead times are determined on a case by case basis.

CONSTRUCTION SERVICES (if applicable)

Unless otherwise noted, we exclude responsibility for material delivery & offloading equipment, removal & disposal of packaging accumulated by equipment packaging, project security, landscape & hardscape repair based on access route to site, delays or returns due to layout conflicts or delay of other trades, removal of spoils from job site, locating underground: utilities, pipes, obstructions in work area, conditions unforeseen and/or not disclosed at time of estimate, permits, engineering, material testing, soil samples, CPSI. Conditions: Grades; stable, compacted & workable with 95% compaction and less than 1% grade, adequate access to site for labor, materials, tools and equipment. Estimate good for 90 days from quote or Dec. 31 of current calendar year, whichever comes first. Terms: Upon completion.

GENERAL TERMS

- THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN: Miracle Playsystems, Inc. objects to any other terms proposed by client, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Client authorizes Miracle Playsystems, Inc. to ship equipment and agrees to pay the total specified. Shipping terms are FOB the place of shipment via common carrier.
- Client and owner/operator agree to indemnify and hold Miracle Playsystems, Inc. harmless from and against all liabilities, losses, penalties, damages and expenses, including costs and attorney fees, resulting from any and all claims, liens, damages, actions, suits, judgments or settlements, injuries arising or alleged to arise out of their failure, or failure of architect, contractors, subcontractors, installers, employees, agents and assigns to assemble, install, inspect and/or maintain the play equipment and impact absorbing surfacing in full compliance with each manufacturers installation instructions and safety requirements and their misuse and/or alteration of the play equipment.

Company: _____

Signature: _____

Name: _____

Date: _____

Presented by your Miracle Team

Jean Tyan
Sales Account Manager
Miracle Playsystems Inc
jean@miracleplaygroup.com
(650) 930-0459



Stephanie Rodriguez
Inside Account Manager
Miracle Playsystems Inc
stepanie@miracleplaygroup.com
(510) 306-8756



Claudia Gutierrez
Designer
Miracle Playsystems Inc
claudia@miracleplaygroup.com
(510) 775-4476



Thank you for your consideration!

MIRACLE playsystems DESIGNING PLAY

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

7.03

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

Board of Trustees: Date: June 22, 2023

To the Superintendent of Schools

Subject: **Acceptance of Bid Package and Contract for #B2223-Bonds38 at Millard McCollam ES**

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.

Request for proposal B2223-Bonds38 was issued. The project scope included replacement of the roofs, installation of new HVAC units, and supporting exterior site improvements, and fire alarm upgrade.

The following bid(s) were received.

Bidder Name	**Contact Bid Amount**
Rodan Builders, Inc.	$6,252,500.00

Rodan Builders, Inc. was one of three General Contractors (GC) to attend the mandatory site visit. They benefitted from substantial subcontractor interest; five subcontractors also attended. One "A" licensed general contractor elected to bid on the Mechanical work only as a sub. Staff have confidence in the competitive nature of this bid. Rodan's bid for project B2223-Bonds38 was within 2% of the Engineering Estimate prepared by Stone Creek Engineering and 4% of the Design Estimate quoted by Studio W Architects.

Recommendation: Staff recommends the Board of Trustees award the bid & contract to Rodan Builders, Inc. as the lowest responsible bidder.

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

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

To the Board of Trustees: Meeting: June 22, 2023
Regular Board Meeting

Recommended Approval

7.03
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

DOCUMENT 00 41 13

BID FORM AND PROPOSAL

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

From: Rodan Builders, Inc.
(Proper Name of Bidder)

The undersigned declares that Bidder has read and understands the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, 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-Bonds38** the following project known as:

MILLARD MCCOLLAM ES HVAC REPLACEMENT

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

Six million two hundred fifty two thousand five hundred dollars		$ 6,252,500
BASE BID		

Bidder acknowledges and agrees that the Base Bid accounts for any and all Allowance(s) or Total Cost for Unit Prices

Additive/Deductive Alternates:

Alternate N/A

_____ dollars		$ _____
Additive/~~Deductive~~		

[Description of Scope]

Contractor may use additional pages to suggest additive/deductive alternatives based on changes to means/methods.

Descriptions of alternates are primarily scope definitions and do not necessarily detail the full range of materials and processes needed to complete the construction.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Additional Detail Regarding Calculation of Base Bid

1. **Unit Prices**. The Bidder's Base Bid includes the following unit prices, which the Bidder must provide and the District may, at its discretion, utilize in valuing additive and/or deductive change orders (Unit Prices shall include all labor, materials, services, profit, overhead, insurance, bonds, taxes, and all other incidental costs of Contractor, subcontractors, and suppliers):

SCHEDULE OF UNIT PRICES

Item No.	Description	Unit of Measure	Estimated Quantity	Unit Price	Total Cost = Unit Price x Estimated Quantity (Included in Base Bid)
1	New A.C. Paving 2" A.C. over 6" Class II AB	Sq.Ft.	500	$ 18	$ 9,000
				$ 18	$ 9,000

Where scope of Work is decreased, all Work pertaining to the item, whether specifically stated or not, shall be omitted, and where scope of Work is increased, all work pertaining to that item required to render same ready for use on the Project in accordance with intentions of the Drawings and Specifications shall be included in the above agreed-upon price amount.

2. **Allowance**. The Bidder's Base Bid shall include the following Allowances for the Tasks/Work as noted here:

Task/Work	Allowance Value
017300 Underground Utility Survey	$5,000
244600 Fire Detection and Alarm	$2,500
Total Allowance Value	$7,500

The Allowance Value for an Allowance Item includes the direct cost of labor, materials, equipment, transportation, taxes and insurance associated with the applicable Allowance Item. All other costs, including Contractor's overall project management and general conditions costs, overhead and fee, are deemed to be included in the Base Bid, and are not subject to adjustment regardless of the actual amount of the Allowance Item.

The District shall have sole discretion to authorize all expenditures from the Allowances. The District shall process expenditures from the Allowances in the form of an Allowance Expenditure Directive ("AED"). Any unused Allowance or unused

portion thereof shall be deducted from the Contract Price to the benefit of the District.

3. 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) is 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.

4. 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 before bid date to verify the issuance of any clarifying Addenda.

5. 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.

6. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged.

7. 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.

8. The following documents are attached hereto:

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

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

No. 1, Dated 06/07/2023	No. _____, Dated _____
No. 2, Dated 06/07/2023	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____

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

11. 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.

12. 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.

13. 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

14. 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.

15. 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.

16. Bidder expressly acknowledges that it is familiar with and capable of complying with applicable federal, State, and local requirements relating to COVID-19 or other public health emergency/epidemic/pandemic including, if required, preparing, posting, and implementing a Social Distancing Protocol.

17. 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.

18. 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 13th day of June 2023

Name of Bidder: Rodan Builders, Inc.

Type of Organization: S Corporation

Signature: 

Print Name: Gary Chen

Title: Secretary

Address of Bidder: 3486 Investment Blvd., Suite B, Hayward, CA 94545

Taxpayer Identification No. of Bidder: 20-2164714

Telephone Number: 650-508-1700

Fax Number: 650-508-1708

E-mail: gchen@rodanbuilders.com Web Page: www.rodanbuilders.com

Contractor's License No(s): No.: 858119 Class: A, B, C-21 Expiration Date: 04/30/2025

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

Public Works Contractor Registration No.: 1000003240

END OF DOCUMENT

DOCUMENT 00 43 13

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, Rodan Builders, Inc., as Principal ("Principal"),

and Hartford Fire Insurance Company, as Surety ("Surety"), a corporation organized and existing under and by virtue of the laws of the State of ~~California~~ Connecticut 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 (10%) of the total amount bid---------- Dollars ($ ----------)

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: **MILLARD MCCOLLAM ES HVAC REPLACMENT** ("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.

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 9th day of June, 2023.

Rodan Builders, Inc.
Principal

By Gary Chen, Secretary

Hartford Fire Insurance Company
Surety

By Karen Rhodes, Attorney-in-Fact

Woodruff-Sawyer & Co.
Name of California Agent of Surety
50 California Street, Floor 12
San Francisco, CA 94111
Address of California Agent of Surety

(415) 391-2141
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 Marin)

On June 9, 2023 before me, K. Holtemann, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Karen Rhodes
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.

K. HOLTEMANN
Notary Public - California
Marin County
Commission # 2419598
My Comm. Expires Oct 31, 2026

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.

Signature K. Holt
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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POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-11
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: **888-266-3488** *or fax:* **860-757-5835**

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: WOODRUFF SAWYER & COMPANY
Agency Code: 57-554795

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [X] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [X] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :

Nerissa S. Bartolome, Alicia Dass, Joan DeLuca, Patrick R Diebel, Andrew S. Holloway, Kelly Holtemann, Thomas E. Hughes, Mark M. Munekawa, Zachary V. Overbay, Christina Parsons, Rossio Polio, Karen Rhodes, Yvonne Roncagliolo, Charles R. Shoemaker, Valerie Takeuchi , Peter Tam of SAN FRANCISCO, California

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA
COUNTY OF SEMINOLE } ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.

Jessica Ciccone

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of June 9, 2023.

Signed and sealed in Lake Mary, Florida.

Keith Dozois

Keith D. Dozois, Assistant Vice President

STATE OF CALIFORNIA

DEPARTMENT OF INSURANCE Nº 07268

SAN FRANCISCO

Amended

Certificate of Authority

THIS IS TO CERTIFY *THAT, Pursuant to the Insurance Code of the State of California,*

Hartford Fire Insurance Company

of Hartford, Connecticut *, organized under the laws of* Connecticut *, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within the State, subject to all provisions of this Certificate, the following classes of insurance:* Fire, Marine, Surety, Disability, Plate Glass, Liability, Workers' Compensation, Common Carrier Liability, Boiler and Machinery, Burglary, Credit, Sprinkler, Team and Vehicle, Automobile, Aircraft, Legal, 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* 5th *day of* October, 2000, *I have hereunto set my hand and caused my official seal to be affixed this* 5th *day of* October, 2000.

Harry W. Low
Insurance Commissioner

By

Victoria S. Sidbury
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 convenants made in the application therefor and the conditions contained herein.

FORM CB-3

OSP 00 39381

DOCUMENT 00 43 36

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

PROJECT: **MILLARD MCCOLLAM ES HVAC REPLACEMENT**

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: coast wide Environmental

CA Cont. Lic. #: 523560 Location: watsonville

DIR Registration #: 1000001357

Portion of Work: Demo

Subcontractor Name: Dubois Roofing

CA Cont. Lic. #: 812304 Location: Fremont

DIR Registration #: 1000031921

Portion of Work: Roofing

Subcontractor Name: Arrow Acoustics

CA Cont. Lic. #: 260647 Location: Hayward

DIR Registration #: 1000001083

Portion of Work: Acoustical Ceiling

Subcontractor Name: Applied Finishes

CA Cont. Lic. #: 1022434 Location: Chico

DIR Registration #: 1000046553

Portion of Work: Painting

Subcontractor Name: Bellanti Plumbing Inc

CA Cont. Lic. #: 327684 Location: San Francisco

DIR Registration #: 1000000 5573

Portion of Work: Plumbing

Subcontractor Name: Lias Mechanical Inc

CA Cont. Lic. #: 817456 Location: San Jose

DIR Registration #: 1000047751

Portion of Work: HVAC

Subcontractor Name: Atlas Pellizzari Electric

CA Cont. Lic. #: 375862 Location: Redwood City

DIR Registration #: 1000000068

Portion of Work: Electrical

Subcontractor Name: James Stewart Inc

CA Cont. Lic. #: 913072 Location: Brentwood

DIR Registration #: 1000024965

Portion of Work: Steel

Date: 06/13/2023

Proper Name of Bidder: Rodan Builders, Inc.

Signature:

Print Name: Gary Chen

Title: Secretary

END OF DOCUMENT

Subcontractor Name: AAA fence company inc

CA Cont. Lic. #: 822762 Location: Santa Clara

DIR Registration #: 1000002826

Portion of Work: Fencing

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: 06/13/2023

Proper Name of Bidder: Rodan Builders, Inc.

Signature: _____

Print Name: Gary Chen

Title: Secretary

END OF DOCUMENT

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: 06/13/2023

Proper Name of Bidder: Rodan Builders, Inc.

Signature: _____

Print Name: Gary Chen

Title: Secretary

END OF DOCUMENT

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: _____

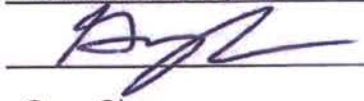
CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Date: 06/13/2023

Proper Name of Bidder: Rodan Builders, Inc.

Signature: 

Print Name: Gary Chen

Title: Secretary

END OF DOCUMENT

DOCUMENT 00 45 01

SITE VISIT CERTIFICATION

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

PROJECT: **MILLARD MCCOLLAM ES HVAC REPLACEMENT**

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 Amogh Rao, Project Engineer (Bidder's representative) visited the Site of the proposed Work, received the attached N/A 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: 06/13/2023

Proper Name of Bidder: Rodan Builders, Inc.

Signature: 

Print Name: Gary Chen

Title: Secretary

ATTACHMENTS:

1. N/A
2. N/A
3. N/A

END OF DOCUMENT

DOCUMENT 00 45 19

NON-COLLUSION DECLARATION
(Public Contract Code Section 7106)

The undersigned declares:

I am the Secretary [Title] of Rodan Builders, Inc. [Name of Firm], 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 06/13/2023 [Date],

at Hayward [City], CA [State].

Date: 06/13/2023

Proper Name of Bidder: Rodan Builders, Inc.

Signature: _____

Print Name: Gary Chen

Title: Secretary

END OF DOCUMENT

DOCUMENT 00 45 19.01

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

PROJECT/CONTRACT NO.: **MILLARD MCCOLLAM ES HVAC REPLACEMENT** between the Alum Rock Union School District ("District") and Rodan Builders, Inc. ("Contractor" or "Bidder") ("Contract" or "Project").

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

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

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

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

CERTIFICATION:

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

Vendor Name/Financial Institution (Printed)	*Federal ID Number (or n/a)*
Rodan Builders, Inc.	20-2164714
By (Authorized Signature)	
Printed Name and Title of Person Signing	*Date Executed*
Gary Chen, Secretary	06/13/2023

END OF DOCUMENT

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

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

ADDENDUM 1 FOR RFQ/RFP NO. B2223-BONDS38

MILLARD MCCOLLAM ES HVAC REPLACEMENT

Q: Is prequalification in Quality Bidders, for prime or sub-contractors, required as indicated in Document 00 21 13.1 BIDDER INFORMATION AND FORMS?

A: No, the District does not require pre-qualification for this project. Document 00 21 13.1 BIDDER INFORMATION AND FORMS is hereby rescinded from Project Manual 01-120631

Q: Is an Engineering Estimate available for this project?

A: No, an Engineering Estimate is not currently available.

Q: Is a HazMat survey available for this project?

A: No, this survey is not currently available.

Q: Is there a Project Labor Agreement for this project?

A: No, this is a PREVAILING WAGE project. Please refer to Document 00 11 16 NOTICE TO BIDDERS, Paragraph 13, 00 21 13 INSTRUCTIONS TO BIDDERS, Para 16, and 00 72 13 GENERAL CONDITIONS.

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

Company Name: Rodan Builders, Inc.

Signature: _____

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 · Phone: 408-928-6800 · Fax: 408-928-6416 · www.arusd.org

ADDENDUM 2 FOR RFQ/RFP NO. B2223-BONDS38

MILLARD MCCOLLAM ES HVAC REPLACEMENT

1. Studio W Architects Addendum NO. 1 dated 06/07/2023 is incorporated into the BID DOCUMENTS
2. 2020 Alum Rock Roof Assessment dated January 14, 2022 is provided for informational purposes.

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

Company Name: Rodan Builders, Inc.

Signature: _____

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

7.04

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

Board of Trustees: Date: June 22, 2023

To the Superintendent of Schools

Subject: **Acceptance of Bid Package and Contract for #B2223-Bonds39 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.

Request for proposal B2223-Bonds39 was issued. The project scope included replacement of the roofs, installation of new HVAC units, and supporting exterior site improvements.

The following bid(s) were received.

Bidder Name	**Contact Bid Amount**
Rodan Builders, Inc.	$6,593,500.00

Rodan Builders, Inc. was one of was one of two General Contractors (GC) to attend the mandatory site visit. They benefitted from substantial subcontractor interest. Staff have confidence in the competitive nature of this bid. Rodan's bid for project B2223-Bonds39 for Russo-McEntee Academy was within 2% of the Engineering Estimate prepared by Stone Creek Engineering and 4% of the Design Estimate quoted by Studio W Architects. Russo's layout is nearly identical to Millard McCollam and the scope of work is similar between them.

Recommendation: Staff recommends the Board of Trustees award the bid & contract to Rodan Builders, Inc. as the lowest responsible bidder.

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

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

To the Board of Trustees: Meeting: June 22, 2023
Regular Board Meeting

Recommended Approval

7.04
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

DOCUMENT 00 41 13

BID FORM AND PROPOSAL

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

From: Rodan Builders, Inc.
(Proper Name of Bidder)

The undersigned declares that Bidder has read and understands the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, 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-Bonds39** the following project known as:

RUSSO-MCENTEE ACADEMY HVAC REPLACMENT

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

six million five hundred ninety thousand three five hundred dollars $ 6,593,500
BASE BID

Bidder acknowledges and agrees that the Base Bid accounts for any and all Allowance(s) or Total Cost for Unit Prices

Additive/Deductive Alternates:

Alternate N/A

_____ dollars $ _____
Additive/~~Deductive~~

[Description of Scope]

Contractor may use additional pages to suggest additive/deductive alternatives based on changes to means/methods.

Descriptions of alternates are primarily scope definitions and do not necessarily detail the full range of materials and processes needed to complete the construction.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Additional Detail Regarding Calculation of Base Bid

1. **Unit Prices**. The Bidder's Base Bid includes the following unit prices, which the Bidder must provide and the District may, at its discretion, utilize in valuing additive and/or deductive change orders (Unit Prices shall include all labor, materials, services, profit, overhead, insurance, bonds, taxes, and all other incidental costs of Contractor, subcontractors, and suppliers):

SCHEDULE OF UNIT PRICES

Item No.	Description	Unit of Measure	Estimated Quantity	Unit Price	Total Cost = Unit Price x Estimated Quantity (Included in Base Bid)
1	New A.C. Paving 2" A.C. over 6" Class II AB	Sq.Ft.	500	$ 18	$ 9,000
				$ 18	$ 9,000

Where scope of Work is decreased, all Work pertaining to the item, whether specifically stated or not, shall be omitted, and where scope of Work is increased, all work pertaining to that item required to render same ready for use on the Project in accordance with intentions of the Drawings and Specifications shall be included in the above agreed-upon price amount.

2. **Allowance**. The Bidder's Base Bid shall include the following Allowances for the Tasks/Work as noted here:

Task/Work	**Allowance Value**
017300 Underground Utility Survey	$5,000
244600 Fire Detection and Alarm	$2,500
Total Allowance Value	$7,500

The Allowance Value for an Allowance Item includes the direct cost of labor, materials, equipment, transportation, taxes and insurance associated with the applicable Allowance Item. All other costs, including Contractor's overall project management and general conditions costs, overhead and fee, are deemed to be included in the Base Bid, and are not subject to adjustment regardless of the actual amount of the Allowance Item.

The District shall have sole discretion to authorize all expenditures from the Allowances. The District shall process expenditures from the Allowances in the form of an Allowance Expenditure Directive ("AED"). Any unused Allowance or unused

portion thereof shall be deducted from the Contract Price to the benefit of the District.

3. 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) is 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.

4. 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 before bid date to verify the issuance of any clarifying Addenda.

5. 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.

6. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged.

7. 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.

8. The following documents are attached hereto:

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

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

No. 1, Dated 06/07/2023	No. _____, Dated _____
No. 2, Dated 06/07/2023	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____

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

11. 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.

12. 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.

13. 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

14. 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.

15. 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.

16. Bidder expressly acknowledges that it is familiar with and capable of complying with applicable federal, State, and local requirements relating to COVID-19 or other public health emergency/epidemic/pandemic including, if required, preparing, posting, and implementing a Social Distancing Protocol.

17. 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.

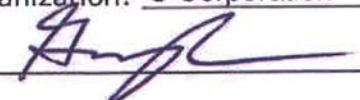
18. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the Contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents and registered as a public works contractor with the Department of 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 13th day of June 2023

Name of Bidder: Rodan Builders, Inc.

Type of Organization: S Corporation

Signature: 

Print Name: Gary Chen

Title: Secretary

Address of Bidder: 3486 Investment Blvd., Suite B, Hayward, CA 94545

Taxpayer Identification No. of Bidder: 20-2164714

Telephone Number: 650-508-1700

Fax Number: 650-508-1708

E-mail: gchen@rodanbuilders.com Web Page: www.rodanbuilders.com

Contractor's License No(s): No.: 858119 Class: A, B, C-21 Expiration Date: 04/30/2025

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

Public Works Contractor Registration No.: 1000003240

END OF DOCUMENT

DOCUMENT 00 43 13

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, Rodan Builders, Inc., as Principal ("Principal"),

and Hartford Fire Insurance Company, as Surety ("Surety"), a corporation organized and existing under and by virtue of the laws of the State of ~~California~~ Connecticut 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 (10%) of the total amount bid---------- Dollars ($ ----------)

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: **RUSSO-MCENTEE ACADEMY HVAC REPLACEMENT** ("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.

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 9th day of June, 2023.

Rodan Builders, Inc.
Principal

By Gary Chen, Secretary

Hartford Fire Insurance Company
Surety

By Karen Rhodes, Attorney-in-Fact

Woodruff-Sawyer & Co.
Name of California Agent of Surety

50 California Street, Floor 12
San Francisco, CA 94111
Address of California Agent of Surety

(415) 391-2141
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 Marin)

On June 9, 2023 before me, K. Holtemann, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Karen Rhodes
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.

K. HOLTEMANN
Notary Public - California
Marin County
Commission # 2419598
My Comm. Expires Oct 31, 2026

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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POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-11
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: **888-266-3488** *or fax:* **860-757-5835**

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: WOODRUFF SAWYER & COMPANY
Agency Code: 57-554795

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [X] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [X] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :

Nerissa S. Bartolome, Alicia Dass, Joan DeLuca, Patrick R Diebel, Andrew S. Holloway, Kelly Holtemann, Thomas E. Hughes, Mark M. Munekawa, Zachary V. Overbay, Christina Parsons, Rossio Polio, Karen Rhodes, Yvonne Roncagliolo, Charles R. Shoemaker, Valerie Takeuchi , Peter Tam of SAN FRANCISCO, California

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA
COUNTY OF SEMINOLE } **ss.** Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.

Jessica Ciccone

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of June 9, 2023.

Signed and sealed in Lake Mary, Florida.

Keith Dozois

Keith D. Dozois, Assistant Vice President

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE Nº 07268
SAN FRANCISCO

Amended
Certificate of Authority

THIS IS TO CERTIFY *THAT, Pursuant to the Insurance Code of the State of California,*

Hartford Fire Insurance Company

of Hartford, Connecticut *, organized under the laws of* Connecticut *, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within the State, subject to all provisions of this Certificate, the following classes of insurance:* Fire, Marine, Surety, Disability, Plate Glass, Liability, Workers' Compensation, Common Carrier Liability, Boiler and Machinery, Burglary, Credit, Sprinkler, Team and Vehicle, Automobile, Aircraft, Legal, 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* 5th *day of* October, 2000, *I have hereunto set my hand and caused my official seal to be affixed this* 5th *day of* October, 2000.

Harry W. Low
Insurance Commissioner

By

Victoria S. Sidbury
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 convenants made in the application therefor and the conditions contained herein.

FORM CB-3

OSP 00 39391

DOCUMENT 00 43 36

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

PROJECT: **RUSSO-MCENTEE ACADEMY HVAC REPLACEMENT**

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: Coastwide Enviromental

CA Cont. Lic. #: 523560 Location: Watsonville

DIR Registration #: 1000001357

Portion of Work: DEMO

Subcontractor Name: Dubois Roofing

CA Cont. Lic. #: 812304 Location: Fremont

DIR Registration #: 1000031921

Portion of Work: Roofing

Subcontractor Name: Arrow Acoustics

CA Cont. Lic. #: 260647 Location: Hayward

DIR Registration #: 1000001883

Portion of Work: Acoustical Ceiling

Subcontractor Name: Applied Finishes

CA Cont. Lic. #: 1022434 Location: Chico CA

DIR Registration #: 1000046553

Portion of Work: Painting

Subcontractor Name: Bellanti Plumbing Inc

CA Cont. Lic. #: 327664 Location: San Francisco

DIR Registration #: 1000000 5573

Portion of Work: Plumbing

Subcontractor Name: Lias Mechanical Inc

CA Cont. Lic. #: 817456 Location: San Jose

DIR Registration #: 1000047751

Portion of Work: HVAC

Subcontractor Name: Blue Arc Electric Inc

CA Cont. Lic. #: 830904 Location: San Jose

DIR Registration #: 1000034788

Portion of Work: Electrical

Subcontractor Name: James Hewatt Inc

CA Cont. Lic. #: 413072 Location: Brentwood

DIR Registration #: 1000024965

Portion of Work: steel

Date: 06/13/2023

Proper Name of Bidder: Rodan Builders, Inc.

Signature:

Print Name: Gary Chen

Title: Secretary

END OF DOCUMENT

Subcontractor Name: AAA Fence Company Inc

CA Cont. Lic. #: 522762 Location: Santa Clara

DIR Registration #: 1000002526

Portion of Work: Fencing

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: 06/13/2023

Proper Name of Bidder: Rodan Builders, Inc.

Signature: _____

Print Name: Gary Chen

Title: Secretary

END OF DOCUMENT

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: _____

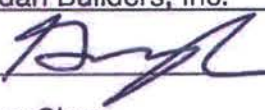
CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Date: 06/13/2023

Proper Name of Bidder: Rodan Builders, Inc.

Signature: 

Print Name: Gary Chen

Title: Secretary

END OF DOCUMENT

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: _____

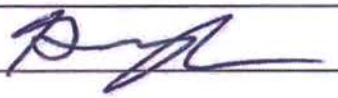
CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Date: 06/13/2023

Proper Name of Bidder: Rodan Builders, Inc.

Signature: 

Print Name: Gary Chen

Title: Secretary

END OF DOCUMENT

DOCUMENT 00 45 01

SITE VISIT CERTIFICATION

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

PROJECT: **RUSSO-MCENTEE ACADEMY HVAC REPLACEMENT**

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.

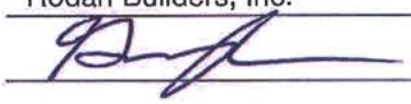
X I certify that Victor Marcelo (Bidder's representative) visited the Site of the proposed Work, received the attached N/A pages of information, and became fully acquainted with the conditions relating to construction and labor. The Bidder's representative fully understood the facilities, difficulties, 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: 06/13/2023

Proper Name of Bidder: Rodan Builders, Inc.

Signature: 

Print Name: Gary Chen

Title: Secretary

DOCUMENT 00 45 19

NON-COLLUSION DECLARATION
(Public Contract Code Section 7106)

The undersigned declares:

I am the Secretary [Title] of Rodan Builders, Inc. [Name of Firm], 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.

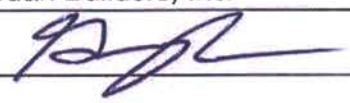
Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the 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 06/13/2023 [Date],

at Hayward [City], CA [State].

Date: 06/13/2023

Proper Name of Bidder: Rodan Builders, Inc.

Signature: 

Print Name: Gary Chen

Title: Secretary

END OF DOCUMENT

DOCUMENT 00 45 19.01

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

PROJECT/CONTRACT NO.: **RUSSO-MCENTEE ACADEMY HVAC REPLACEMENT** between the Alum Rock Union School District ("District") and Rodan Builders, Inc. ("Contractor" or "Bidder") ("Contract" or "Project").

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

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

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

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

CERTIFICATION:

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

Vendor Name/Financial Institution (Printed)	*Federal ID Number (or n/a)*
Rodan Builders, Inc.	20-2164714
By (Authorized Signature)	
Printed Name and Title of Person Signing	*Date Executed*
Gary Chen, Secretary	06/13/2023

END OF DOCUMENT

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

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

ADDENDUM 1 FOR RFQ/RFP NO. B2223-BONDS39

RUSSO-MCENTEE ACADEMY HVAC REPLACEMENT

Q: Is prequalification in Quality Bidders, for prime or sub-contractors, required as indicated in Document 00 21 13.1 BIDDER INFORMATION AND FORMS?

A: No, the District does not require pre-qualification for this project. Document 00 21 13.1 BIDDER INFORMATION AND FORMS is hereby rescinded from Project Manual 01-120632

Q: Is an Engineering Estimate available for this project?

A: No, an Engineering Estimate is not currently available.

Q: Is a HazMat survey available for this project?

A: No, this survey is not currently available.

Q: Is there a Project Labor Agreement for this project?

A: No, this is a PREVAILING WAGE project. Please refer to Document 00 11 16 NOTICE TO BIDDERS, Paragraph 13, 00 21 13 INSTRUCTIONS TO BIDDERS, Para 16, and 00 72 13 GENERAL CONDITIONS.

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

Company Name: Rodan Builders, Inc.

Signature: _____

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 · Phone: 408-928-6800 · Fax: 408-928-6416 · www.arusd.org

ADDENDUM 2 FOR RFQ/RFP NO. B2223-BONDS39

RUSSO-MCENTEE ACADEMY HVAC REPLACEMENT

1. Studio W Architects Addendum NO. 1 dated 06/07/2023 is incorporated into the BID DOCUMENTS

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

Company Name: Rodan Builders, Inc.

Signature: _____

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

7.05

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

Board of Trustees: Date: June 22, 2023

To the Superintendent of Schools

Subject: **Pool of Hazardous Materials Survey Services for Hazardous Materials Survey and Abatement Services**

Staff Analysis: A Request for Qualifications for Hazardous Materials Survey services was issued on May 11, 2023. A response to the Request was received on May 30, 2023. Approval of this Board item will allow for the establishment of a pool of qualified HAZMAT service providers for a term of five years.

As a result, the District received one (1) response to the RFQ. Based on the review of the qualifications, it is recommended the following firm become part of the pool: Intertek-PSI.

Due to the anticipated work, it is recommended that the recommended firm become part of the pool for future consideration to provide hazardous materials survey and abatement services. Request for Proposals will be issued to the pool for specific projects as needs arise.

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

Recommendation: Staff recommends the Board of Trustees accept Intertek-PSI for the Hazardous Materials Survey Services pool.

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

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

To the Board of Trustees: Meeting: June 22, 2023
Regular Board Meeting

Recommended Approval

7.05
Agenda Placement

Kol S
Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

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

7.06

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

Board of Trustees: Date: June 22, 2023

To the Superintendent of Schools

Subject: **Pool of Commissioning Agents for Commissioning Services**

Staff Analysis: A Request for Qualifications for Commissioning Services was issued on May 17, 2023. The responses for the Request were received on June 6, 2023. Approval of this Board item will allow for the establishment of a pool of qualified commissioning service providers for a term of five years.

As a result, the District received two (2) responses to the RFQ. Based on the review of the qualifications, it is recommended the following firms become part of the pool: ColeBreit Engineering (dba Axiom Engineers) and P2S.

Due to the anticipated work, it is recommended that two (2) firms become part of the pool of qualified firms for future consideration to provide commissioning services. Request for Proposals will be issued to the pool for specific projects as needs arise.

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

Recommendation: Staff recommends the Board of Trustees accept the pool of Commissioning Agents for the Commissioning Services pool.

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

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

To the Board of Trustees: Meeting: June 22, 2023
Regular Board Meeting

Recommended Approval

7.06
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

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: June 2, 2023

Subject: **Progress of Local Performance Indicators**

Staff Analysis: California's accountability and continuous improvement system provides information about how local education agencies and schools are meeting the needs of students based on a concise set of measures. LEAs are responsible for rating their progress on the local performance indicators and reporting the results to their local governing board during LCAP adoption.

Recommendation: Presentation

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

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

To the Board of Trustees: Meeting: June 22, 2023
Regular Board Meeting

Presentation

8.01
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

California Dashboard Local Indicators

Board Report

June 22, 2023

Requirements tied to LCAP development

The State Board of Education (SBE) set standards for the local indicators that support local educational agencies (LEAs) in measuring and reporting their progress within the appropriate priority area. The local indicators are another data point to be used in the LCAP development process and require the following:

1. Annually measure its progress in meeting the requirements of the specific LCFF priority (Spring)
2. Report the results as part of a non-consent item at a public meeting of the local governing board in conjunction with the adoption of the LCAP (June)
3. Report results to the public through the Dashboard utilizing the self-reflection tools for each local indicator (November)

State and Local Indicators

State Indicators apply to all LEA's, schools, and student groups and are based on data that is collected consistently across the state (Priority 4, 5, 6, and 8).

Local Indicators apply to all LEA and charter school level and are based on data collected at the local level(Priority 1,2,3,5,7,9).

State Indicators

Academic Indicators (state Priority 4)
- ELA Assessment (SBAC scores)
- MATH Assessment (SBAC scores)

Suspension Rate Indicator
(State Priority 6)

English Learner Indicator
(State Priority 5)
Progress of English Language Learners

Chronic Absenteeism Rate
(State Priority 5)

Not reported in elementary districts-
- *Graduation Rate Indicator (State Priority 7)*
- *College/Career Indicator (State Priority 8)*

Local Indicators

State approves local indicators and a required *self-reflection tool*, which is based on information the local Educational agencies collect locally.

- **Basic Services and Conditions of learning**
  (State Priority 1)
- **Implementation of State Academic Standards**
  (State Priority 2)
- **Parent Engagement**
  (State Priority 3)
- **School Climate**
  (State Priority 6)
- **Broad Course of Study**
  (State Priority 7)

Local Indicator District Performance

(self –review)

State Priority 1
Basic Services

Standard: LEA annually measures its progress in meeting the Williams settlement requirements at 100 percent at all its school sites and promptly addressed any complaints or other deficiencies identified throughout the academic year.

Local Indicator: self reflection tool

1. Number/percentage of mis-assignments of teachers of English learners	5
2. Total of teachers mis-assignments	5
3. Vacant teacher positions	3
Number/percentage of students without access to their own copies of standards aligned instructional materials for use at school and at home:	0
Number of identified instances where facilities do not meet the "good repair" standard	24

State Priority 2
Implementation of State Academic Standards

Standard: LEA annually measures its progress implementing state academic standards

Local Indicator: Self reflection tool/narrative

Self Reflection Tool Rating Scale

(teachers rated progress on a survey)

1- Exploration and Research Phase

2- Beginning Development

3- Initial Implementation

4- Full Implementation

5- Full Implementation and Sustainability

A sampling of 83 teachers completed the survey this year (increase from 50 teachers in 2022)

State Priority 2

1. Providing professional learning for teaching to the CCSS/CA Framework:
   - ELA – 4
   - ELD -4
   - Math- 4
   - NGSS- 3 *
     History/SS- 3*

2. Making instructional materials aligned to CCSS in all classrooms where subjects are taught:
   - ELA – 4
   - ELD - 4
   - Math- 4
   - NGSS- 3
     History/SS- 4 *

3. Implementing policies or programs to support staff in identifying areas that they can improve in delivery of instruction aligned to CCSS (collaboration time, focused classroom walkthroughs, teacher pairings).
   - ELA – 4
   - ELD - 4
   - Math- 4
   - NGSS- 3 *
     History/SS- 4 *

State Priority 2

4. Progress in implementing each of the academic standards adopted by the State Board of Education

- Career Technical Education – 1
- Health Education Content Standards – 1
- Physical Education Model Content Standards – 4*
- Visual and Performing Arts – 3*
- World Language – 1

5. Success at engaging in the following activities with teachers and school administrators:

- Identify PL needs of groups of teachers and staff – 3*
- Identifying the PL needs of individual teachers – 3*
- Providing support for teachers on the standards they have not yet mastered -3*

State Priority 3
Parent Engagement

Standard: LEA annually measures its progress in:

- seeking input from parents in decision making
- promoting parent participation in programs

Local Indicator:

- District Parent Survey Results (Panorama)
- Self Assessment Template for Parent Engagement

Alum Rock Union School District

State Priority 3

Parent Engagement

2701 Parents

District Climate Survey –Highlights

Family Engagement

- The degree to which families became involved with and interact with their child's school

Strong Sense of belonging	**96%**
I feel welcomed to participate at school	**96%**
School staff treat me with respect	**97%**
School staff welcomes my suggestions	**95%** □1
School staff responds to my needs in a timely manner	**95%**

Building Relationships

1 – Exploration and Research Phase 2 – Beginning Development 3 – Initial Implementation 4 – Full Implementation 5 – Full Implementation and Sustainability

				+	Δ
1	Developing capacity of staff to build trusting/respectful relationships with families	**Rating**		• Coffee with the Principal • Parent Square App • District Website • Principals visible outside to greet families	• Training to develop customer service in the school front offices • Offer "fellowship" events at school sites to allow more bonding between all members of the school • Need more communication methods besides Parent Square • Can Principal "cafes" take place in the afternoon (alternate)
		4			
2	Creating welcoming environments	**Rating**			
		4			
3	Supporting staff to learn about family's strengths, culture, languages	**Rating**			
		2			
4	Multiple opportunities for two-way communication	**Rating**			
		3			

Building Partnerships for Student Outcomes

1 – Exploration and Research Phase 2 – Beginning Development 3 – Initial Implementation 4 – Full Implementation 5 – Full Implementation and Sustainability

1	Providing professional learning and support to teachers/principals to improve school's capacity to partner with parents	**Rating**		+	Δ
		3		• There are good resources for parents • Parent University resources • Interpretation/ Translation services provide access. • Parent square app provides translation to other languages which helps with communication with teachers	• Need more district-wide parent workshops throughout the year. • Provide information on the various tests that students take during the year • Offer family workshops (Parent and Student)
2	Providing families with information and resources to support student learning and development	**Rating**			
		4			
3	Implement policies and programs to discuss student progress	**Rating**			
		2			
4	Supporting families to understand and exercise their legal rights and advocate for their students	**Rating**			
		2			

Seeking Input for Decision Making

1 – Exploration and Research Phase 2 – Beginning Development 3 – Initial Implementation 4 – Full Implementation 5 – Full Implementation and Sustainability

1	Building capacity of and supporting staff to engage families in advisory groups and decision making	**Rating**		+	Δ
		3		• Leadership trainings through • DAC,DELAC, ELAC, SSC • SSC workshop with parents to inform them on role/responsibility • Parent advisory groups • Surveys • Principal coffees	• Work on ways to retain parent leaders on advisory groups • Parents need to be meaningfully included in decision making • challenges with disseminating information from advisory meetings
2	Building capacity and supporting family members to engage in advisory groups and decision-making	**Rating**			
		3			
3	Providing all families with opportunities to provide input on policies and programs and implementing strategies to reach and seek input from underrepresented groups	**Rating**			
		2			
4	Provide opportunities to have families, teachers, principals, district administrators work together to plan, design and implement/ evaluate family engagement activities	**Rating**			
		2			

State Priority 6
School Climate

Standard: LEA administers a local climate survey at least every other year that provides a valid measure of perceptions of school safety and connectedness, to students in at least one grade within the grade span that the LEA serves (eg. K-5, 6-8)

Local Indicator:

District Parent Survey (Panorama)
District Student Survey (Panorama)
District Staff survey (Panorama)

State Priority 6

School Climate
2,701 Parents

District Climate Survey -SCHOOL SAFETY & Connectedness

Parents believe that children are safe on school grounds	**94%**
My child's background (race, ethnicity, religion, economic status) is valued	**96%**
Sense of Belonging (School Connectedness)	**96% □1**

State Priority 6

School Climate

1,873 ES Students - 2,005 MS Students

District Climate Survey – SCHOOL SAFETY & CONNECTEDNESS

	Elementary (3rd - 5th) 1,873 students	Middle School (6th - 8th) 2005 students
Students feel safe at school	**67%**	**53% □6**
Students feel close to people at school	**60% □4**	**57% □9**
Feeling a strong sense of belonging	**70% □3**	**50% □6**
Students are happy at school	**74% □6**	**51% □8**

State Priority 7
Broad Course of Study

Standard: annually measures progress in the extent which students have access to, and are enrolled in, a broad course of study that includes the adopted courses – including the programs and services developed and provided to unduplicated students and individuals with exceptional needs

Local Indicator: Self reflection –Narrative

State Priority 7

Per Ed Code 51210 the study in Grades 1-6 includes the following:

- English
- Mathematics
- Social Sciences
- Science
- Visual and Performing Arts
- Health
- Physical Education
- ELD (integrated /designated)

In Grades 1-6 all students participate in the above broad course of study. Instructional minutes address the time distribution to incorporate all courses. EL students have access to the curriculum as it is an integrated part of their core curriculum in ELA as well as designated ELD time. Health Education is delivered by an outside agency as well as integrated in the physical education time. Music class, instrumental music and/or choir is provided weekly for most grade 4-5 students. Various Middle Schools have begun an inclusion model providing access. Regular communication between the regular education teacher and case manager provides support to students with disabilities as they receive instruction in the core classes. Differentiated instruction by the classroom teacher throughout the day allows course access. The use of project based learning provides an additional access point in all subject areas.

Per Ed Code 51220 (a)-(i) the course of study for grades 7-8 includes the following:

- English
- Mathematics
- History Social Sciences
- Science
- Visual and Performing Arts
- Physical Education
- Career Technical Education
- ELD (integrated / designated)

In the upper middle school grades, all students are given schedules that include all broad courses of study. Middle schools offer an array of elective classes that include VAPA, MESA, STEAM and AVID. Career Technical Education (CTE) is incorporated into the STEAM classes and AVID. As a whole, EL students take a supplemental designated ELD class to provide them support to better understand the courses of study. Special Education students have access to all broad courses of study in their designated classes, mainstream class or in inclusion model. Differentiated instruction throughout the day using small group instruction, blended learning and hands on inquiry supports access for all. Comprehensive sexual education is provided in conjunction with partners agencies.

State Priority 7

Barriers preventing the LEA from providing access to a broad course of study for all students:

- Higher need for differentiation strategies and skills
- Technology problems and accessibility
- Need for more elective options for students
- No books or computer access at home
- Attendance
- Class sizes
- Equitable emphasis on all subjects in all grade levels
- Defined newcomer supports and materials
- Dual Language curriculum

What revisions, decisions or new actions will the LEA implement, or has the LEA implemented to ensure access to a broad course of study for all students?

- Building out additional elective courses, where possible.
- More newcomer student supports.
- Spanish Language curriculum for DLI schools.
- Updated student chromebooks and teacher technology.
- When creating master schedules focus on providing core access to all students in middle school and providing access to electives for ELL and SWD.
- Provide additional training on differentiation and Universal Design Learning .
- Explore an advisory period for all as a time for college and career technical education.

Next Steps

- upload Local Indicators to the California Dashboard in November 2023

(Public release December)

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: June 2, 2023

Subject: **Review and Approve the 2023-2024 Local Control Accountability Plan (LCAP), 2022-2023 LCAP Annual Update, 2023-2024 Budget Overview for Parents and 2023-2024 LCAP Addendum.**

Staff Analysis: LEAs are required to develop, adopt and annually update a three-year Local Control Accountability Plan (LCAP). The LCAP must include a description of the annual goals to be achieved for each student group for each state priority and any locally identified priorities. The LCAP also contains expenditures to support pupil outcomes and overall performance. The LCAP must include an annual review of the effectiveness of the goals, actions, and services from the current year, a Budget Overview for Parents and LCAP Addendum. Materials will be available for review in the District office lobby area by June 22, 2023.

Recommendation: Staff recommends approval of the 2023-2024 Local Control Accountability Plan (LACP) 2022-2023 Annual update, 2023-2024 Budget Overview for Parents and 2023-2024 LCAP Addendum

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

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

To the Board of Trustees: Meeting: June 22, 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: _____

LCAP Federal Addendum

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

June 22, 2023

Local Control and Accountability Plan (LCAP)
Every Student Succeeds Act (ESSA)
Federal Addendum Template

LEA Name

Alum Rock Union Elementary School District

CDS Code:

43693690000000

Link to the LCAP:

(optional)

For which ESSA programs apply to your LEA?

Choose From:

TITLE I, PART A
Improving Basic Programs Operated by State and Local Educational Agencies

TITLE II, PART A
Supporting Effective Instruction

TITLE III, PART A
Language Instruction for English Learners and Immigrant Students

TITLE IV, PART A
Student Support and Academic Enrichment Grants

*(**note:** This list only includes ESSA programs with LEA plan requirements; not all ESSA programs.)*

In the following pages, ONLY complete the sections for the corresponding programs.

Instructions

The LCAP Federal Addendum is meant to supplement the LCAP to ensure that eligible LEAs have the opportunity to meet the Local Educational Agency (LEA) Plan provisions of the ESSA.

The LCAP Federal Addendum Template must be completed and submitted to the California Department of Education (CDE) to apply for ESSA funding. LEAs are encouraged to review the LCAP Federal Addendum annually with their LCAP, as ESSA funding should be considered in yearly strategic planning.

The LEA must address the Strategy and Alignment prompts provided on the following page.

Each provision for each program must be addressed, unless the provision is not applicable to the LEA.

In addressing these provisions, LEAs must provide a narrative that addresses the provision **within the LCAP Federal Addendum Template.**

Under State Priority Alignment, state priority numbers are provided to demonstrate where an ESSA provision aligns with state priorities. This is meant to assist LEAs in determining where ESSA provisions may already be addressed in the LEA's LCAP, as it demonstrates the LEA's efforts to support the state priorities.

The CDE emphasizes that **the LCAP Federal Addendum should not drive LCAP development.** ESSA funds are supplemental to state funds, just as the LCAP Federal Addendum supplements your LCAP. LEAs are encouraged to integrate their ESSA funds into their LCAP development as much as possible to promote strategic planning of all resources; however, this is not a requirement. In reviewing the LCAP Federal Addendum, staff will evaluate the LEA's responses to the ESSA plan provisions. There is no standard length for the responses. LEAs will be asked to clarify insufficient responses during the review process.

California's ESSA State Plan significantly shifts the state's approach to the utilization of federal resources in support of underserved student groups. This LCAP Federal Addendum provides LEAs with the opportunity to document their approach to maximizing the impact of federal investments in support of underserved students.

The implementation of ESSA in California presents an opportunity for LEAs to innovate with their federally-funded programs and align them with the priority goals they are realizing under the state's Local Control Funding Formula (LCFF).

LCFF provides LEAs flexibility to design programs and provide services that meet the needs of students in order to achieve readiness for college, career, and lifelong learning. The LCAP planning process supports continuous cycles of action, reflection, and improvement.

Please respond to the prompts below, and in the pages that follow, to describe the LEA's plan for making the best use of federal ESEA resources in alignment with other federal, state, and local programs as described in the LEA's LCAP.

Strategy

Explain the LEA's strategy for using federal funds to supplement and enhance local priorities or initiatives funded with state funds, as reflected in the LEA's LCAP. This shall include describing the rationale/evidence for the selected use(s) of federal funds within the context of the LEA's broader strategy reflected in the LCAP.

Alum Rock School District uses federal funds to supplement and enhance local priorities and initiatives written into our district's Local Control Accountability Plan. The federal resources serve a population of students that need additional support above the core. These funds are designed to close the achievement gap for our neediest students and ensure that they reach their full potential. The students served through the various categorical funds include economically disadvantaged students, students who lack English language proficiency, students at risk of failing, students experiencing trauma and homeless students. A comprehensive needs assessment is conducted based on a variety of data ranging from academic assessments, attendance data, suspension data and parent, student and staff surveys to allocate funding for supplemental services, programs and development of staff.

Alignment

Describe the efforts that the LEA will take to align use of federal funds with activities funded by state and local funds and, as applicable, across different federal grant programs.

Alum Rock staff engages in continuous cycles of improvement across the district. During our annual LCAP planning process, district staff engages in conversations with the various educational partners in our community as an integral component of our program review. This information combined with results of our annual measurable outcomes, student assessment data and our comprehensive needs assessment allows us to align priorities for all students. Federal funds allow us to supplement the actions and services reflected in our district's LCAP. This funding allows us to provide additional services that address the learning gaps for disadvantaged and English learner students. In addition, utilizing federal funds for professional development builds capacity in teachers and provides strategies that help students reach their full potential. Furthermore, activities for supporting students' social emotional needs and 21st Century skills are needs that are supported with district federal dollars.

ESSA Provisions Addressed Within the LCAP

Within the LCAP an LEA is required to describe its goals, and the specific actions to achieve those goals, for each of the LCFF state priorities. In an approvable LCAP it will be apparent from the descriptions of the goals, actions, and services how an LEA is acting to address the following ESSA provisions through the aligned LCFF state priorities and/or the state accountability system.

TITLE I, PART A

Monitoring Student Progress Towards Meeting Challenging State Academic Standards

ESSA SECTION	STATE PRIORITY ALIGNMENT
1112(b)(1) (A–D)	1, 2, 4, 7, 8 *(as applicable)*

Describe how the LEA will monitor students' progress in meeting the challenging state academic standards by:

(A) developing and implementing a well-rounded program of instruction to meet the academic needs of all students;
(B) identifying students who may be at risk for academic failure;
(C) providing additional educational assistance to individual students the LEA or school determines need help in meeting the challenging State academic standards; and
(D) identifying and implementing instructional and other strategies intended to strengthen academic programs and improve school conditions for student learning.

Overuse in Discipline Practices that Remove Students from the Classroom

ESSA SECTION	STATE PRIORITY ALIGNMENT
1112(b)(11)	6 *(as applicable)*

Describe how the LEA will support efforts to reduce the overuse of discipline practices that remove students from the classroom, which may include identifying and supporting schools with high rates of discipline, disaggregated by each of the student groups, as defined in Section 1111(c)(2).

Career Technical and Work-based Opportunities

ESSA SECTION	STATE PRIORITY ALIGNMENT
1112(b)(12)(A–B)	2, 4, 7 *(as applicable)*

If determined appropriate by the LEA, describe how such agency will support programs that coordinate and integrate:

(A) academic and career and technical education content through coordinated instructional strategies, that may incorporate experiential learning opportunities and promote skills attainment important to in-demand occupations or industries in the State; and
(B) work-based learning opportunities that provide students in-depth interaction with industry professionals and, if appropriate, academic credit.

TITLE II, PART A

Title II, Part A Activities

ESSA SECTION	STATE PRIORITY ALIGNMENT
2102(b)(2)(A)	1, 2, 4 *(as applicable)*

Provide a description of the activities to be carried out by the LEA under this Section and how these activities will be aligned with challenging State academic standards.

TITLE III, PART A

Parent, Family, and Community Engagement

ESSA SECTION	STATE PRIORITY ALIGNMENT
3116(b)(3)	3, 6 *(as applicable)*

Describe how the eligible entity will promote parent, family, and community engagement in the education of English learners.

ESSA Provisions Addressed in the Consolidated Application and Reporting System

An LEA addresses the following ESSA provision as part of completing annual reporting through the Consolidated Application and Reporting System (CARS).

TITLE I, PART A

Poverty Criteria

ESSA SECTION(S)	STATE PRIORITY ALIGNMENT
1112(b)(4)	N/A

Describe the poverty criteria that will be used to select school attendance areas under Section 1113.

ESSA Provisions Not Addressed in the LCAP

For the majority of LEAs the ESSA provisions on the following pages do not align with state priorities. **Each provision for each program provided on the following pages must be addressed**, unless the provision is not applicable to the LEA. In addressing these provisions, LEAs must provide a narrative that addresses the provision **within this addendum**.

As previously stated, the CDE emphasizes that the LCAP Federal Addendum should not drive LCAP development. ESSA funds are supplemental to state funds, just as the LCAP Federal Addendum supplements your LCAP. LEAs are encouraged to integrate their ESSA funds into their LCAP development as much as possible to promote strategic planning of all resources; however, this is not a requirement. In reviewing the LCAP Federal Addendum, staff will evaluate the LEA's responses to the ESSA plan provisions. There is no standard length for the responses. LEAs will be asked to clarify insufficient responses during the review process.

TITLE I, PART A

Educator Equity
ESSA SECTION 1112(b)(2)

Describe how the LEA will identify and address, as required under State plans as described in Section 1111(g)(1)(B), any disparities that result in low-income students and minority students being taught at higher rates than other students by ineffective, inexperienced, or out-of-field teachers.

THIS ESSA PROVISION IS ADDRESSED BELOW:

The Alum Rock School District works to ensure that all students are taught by effective, experienced, and fully credentialed teachers. Each year the Department of Human Resources reviews each applicant to ensure all teachers have the credential and experience for their assigned placement. All schools in Alum Rock Union School District are designated as Title I Schoolwide Programs. Our District population serves 83% socioeconomically disadvantaged and 98% minority youth. Based on the data attained through the CDE website, we do not have disparities that result in low-income students and minority students being taught at higher rates by ineffective, inexperienced or out of field teachers. In addition, as part of the ConApp Reporting System our district completes a comparability report to ensure there are no disparities in student/teacher ratio across the sites. A District team consisting of representatives from Human Resources, Student Services and Academic Services coordinates staffing meetings with Principals on an annual basis to discuss the specific needs of the site. During these meetings, vacancies are discussed and HR supports in matching teachers to the needs of the site considering each candidate's experience, type of credential and language proficiency. The district actively recruits applicants for all positions and believes the competitive process results in the best candidate chosen for a site based on the needs of the school and works with Principals to ensure all students are taught by highly effective teachers. We currently have support in place for our Intern teachers or teachers on permit. Each teacher receives additional support through a mentor teacher assigned by our Academic Services Department. These teachers meet with their mentors to receive coaching support and attend regular teacher collaborative group meetings to analyze student data, inform instruction and discuss best practices with experienced teachers. If a disparity presents itself in the future through program evaluation and data analysis, we would identify the need at the affected school sites and allocate additional resources for professional development, mentorship and support to address the gaps.

Parent and Family Engagement
ESSA SECTIONS 1112(B)(3) AND 1112(B)(7)

Describe how the LEA will carry out its responsibility under Section 1111(d).

Alum Rock Union School District believes in engaging our Educational Partners in a meaningful way that promotes a positive learning, working and community environment geared toward student achievement. We offer a variety of opportunities for parents to receive important information regarding their child's academic program and provide opportunities for involvement at school and at the District level. The district encourages parent leadership and monitors parent participation in site-based advisory committee groups such as ELAC and School Site Council and District-level advisory committees such as DAC, DELAC and SPARC. As a requirement for Title I funding, all schools discuss the Family Engagement Plan with their School Site Council and Parent Advisory groups to gather input for updating the plan. Once approved, it is shared with the school community through Mini Parent Universities, Principal's Coffees and Leadership meetings. During this same time, site administrators present information regarding Title I requirements and the programs and services offered in our District. Site administrators align the goals for parent engagement required under Title I with their LCAP goal centered around parent engagement. This alignment allows schools to allocate funding based on the needs of parents and families. Parent involvement is an integral step in developing the improvement plan for schools identified for Comprehensive Support and Improvement (CSI) and Additional Targeted Support and Improvement (ATSI). The LEA will establish/train a team to support the schools in their continuous improvement efforts. As a component of this support, information around CSI and ATSI will be presented at various parent meetings including district-level advisory committee meetings and others. Annual updates will be provided to the local governing board and plans will be made available via our district website. In addition, each school site will form a team that will support site administration for planning, reporting, and implementation of action plan. This team will include parent representatives from the designated CSI/ATSI schools. Our central office also provides opportunities for parents to attain the knowledge and skills to support their students' academic and social-emotional growth through parent trainings including classes in technology skills, Social Emotional Learning and English as a Second Language. Parent trainings are also becoming more common as an integrated component of student extended learning opportunities In addition, translation and interpretation services provide access for parents with limited English skills. Furthermore, school community liaisons serve as a bridge between home and school and connect families to community resources.

Describe the strategy the LEA will use to implement effective parent and family engagement under Section 1116.

THIS ESSA PROVISION IS ADDRESSED BELOW:

At ARUSD we believe in engaging parents and arming them with information for helping their students make progress. Annually, our District Advisory Committee (DAC) provides input and participates in the development of our District Parent Engagement Policy. The policy is centered around the inclusion of parents as partners and valuing their contribution as part of a child's educational team. As part of this process, a plan for parent engagement activities including strategies for building capacity for all staff is aligned with the policy. The plan includes family involvement activities that improve student academic achievement and school performance, provide information for understanding State academic standards and coordination of strategies with other Federal, State and local programs. Once approved as part of this process, all Alum Rock families receive a copy of the District policy in three languages. An annual evaluation of the effectiveneness of these programs is conducted as part of the development process. Every school in Alum Rock follows a similar process for developing their site parent involvement policy and plan through their school site councils. Teachers, support personnel and other school leaders are included in this process to ensure that strategies for outreach, communication and integration of parent involvement opportunities are included in the school's parent involvement policy. One of the mainstays of parent education in Alum Rock is our Parent University which is a semi annual event that focuses on providing information and resources to parents on a variety of topics that support student academic and socio-emotional development. In addition to Parent University, Alum Rock provides a variety of parent trainings throughout the year consisting of English as a Second Language, supporting students with special needs, parenting classes, computer education, bullying prevention, health education and more. Interpretation services are offered for all parenting classes to increase access for parents. Due to the number of students classified English learners in TK-3, it is critical to provide strategic and foundational support to these students and their parents. Another area of need is with English Learner students who also have special needs. Providing support and education to these parents is essential for progress to be realized. Each year we work in partnership with our site principals, teachers and parents via an EL Liaison group that meets one time per month in addition to our regularly scheduled ELAC and DELAC meetings to consult and engage our stakeholders on meeting the needs of students. Each school has a parent representative on the District English Learner Advisory Committee (DELAC) as well as site English Learner Advisory Committee (ELAC). Parent education classes are offered on a regular basis at school sites and centrally through Parent University and parent meetings. Parent trainings are offered throughout the year and consist of exposure to the ELD Standards/Framework/Roadmap, understanding of the ELPAC assessment and reclassification process, introduction to web-based apps that support language acquisition, and best practices for parents of English Learners. Furthermore, additional support is prioritized for identified Migrant students including parent trainings and meetings, intervention programs, tutoring, and counseling services. These services provide students the additional support needed to stay on track for academic success. Parent participation is a focus area for Alum Rock. Our District values the input of parents in regards to the resources needed to support their students. Our Local Control Accountability Plan (LCAP) also reflects this priority by committing one of our goals to this effort. The input we receive as part of our annual LCAP development process is considered when developing our District Parent Involvement policy and plan. As a means for engaging parents with limited English proficiency, parents with disabilities and parents of migratory students, District schools and central office reach out to parents in a variety of ways including translation of documents, interpretation services at meetings and trainings, invitations by email, phone calls and outreach by school community liaisons. Our District's goal is to provide accommodations in a variety of ways to ensure access for parents.

Schoolwide Programs, Targeted Support Programs, and Programs for Neglected or Delinquent Children

ESSA SECTIONS 1112(b)(5) and 1112(b)(9)

Describe, in general, the nature of the programs to be conducted by the LEA's schools under sections 1114 and 1115 and, where appropriate, educational services outside such schools for children living in local institutions for neglected or delinquent children, and for neglected and delinquent children in community day school programs.

All schools in Alum Rock Union School District are designated as Title I Schoolwide Programs. In order to support our neediest students, administrators attend an annual training on developing a School Plan for Student Achievement (SPSA) and the requirements for School Site Council (SSC) involvement and oversight. Administrators receive information on allowable expenses under Title I as a way to support and strengthen the academic program for disadvantaged students. Principals are advised to insert actions and services that increase the quality of learning time, support at risk students, involve parents, and enrich/accelerate the adopted curriculum. In addition, School Site Councils which include parents also attend a training on their roles and responsibilities under Title I as a way to build leadership capacity and participation in their schools. Annually, school site councils engage in program evaluation for actions and services included in their School Plan for Student Achievement. As part of this process, School Site Council members analyze data including student data from standardized and formative assessments, survey data and any other pertinent local data. This process provides the information and guidance for development of the plan for the next school year. Included in these goals are actions and services that support students' academic and overall success.

Describe how teachers and school leaders, in consultation with parents, administrators, paraprofessionals, and specialized instructional support personnel, in schools operating a targeted assistance school program under Section 1115, will identify the eligible children most in need of services under this part.

THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A

Homeless Children and Youth Services

ESSA SECTION 1112(b)(6)

Describe the services the LEA will provide homeless children and youths, including services provided with funds reserved under Section 1113(c)(3)(A), to support the enrollment, attendance, and success of homeless children and youths, in coordination with the services the LEA is providing under the McKinney-Vento Homeless Assistance Act (42 United States Code 11301 et seq.).

THIS ESSA PROVISION IS ADDRESSED BELOW:

Alum Rock Union School District allocates Title I funding to provide support for homeless children and youths including services to support enrollment, attendance and academic progress at school. Some of the specific resources provided are school uniforms, school supplies, backpacks, shoes, transportation, linking students to additional resources in school and the wider community, priority registration in after school programs, summer programs and tutoring support. In addition, our school counselors and interns conduct regular check-ins with students to intervene when needed.

Student Transitions

ESSA SECTIONS 1112(b)(8), 1112(b)(10), and 1112(b)(10) (A–B)

Describe, if applicable, how the LEA will support, coordinate, and integrate services provided under this part with early childhood education programs at the LEA or individual school level, including plans for the transition of participants in such programs to local elementary school programs.

In order to facilitate a strong transition to TK and Kindergarten, we highly encourage students with minimal or no preschool experience to participate in our Bridge to TK/Kinder Summer Program. This program supports the whole family with transition to school including various parent workshops and classroom paras to lower class size. Elementary schools also host TK/Kindergarten orientations as a time to share information with parents on expectations, curriculum and ideas for effective transition to school.

Describe, if applicable, how the LEA will implement strategies to facilitate effective transitions for students from middle grades to high school and from high school to postsecondary education including:

(A) coordination with institutions of higher education, employers, and other local partners; and

(B) increased student access to early college high school or dual or concurrent enrollment opportunities, or career counseling to identify student interests and skills.

THIS ESSA PROVISION IS ADDRESSED BELOW:

For students transitioning from elementary to middle school, all middle schools provide student orientation events and parent orientations providing information on how to be successful in middle school. Middle Schools recruit incoming six graders to their summer programs which serves as a bridge to middle school. In addition, middle school counselors communicate with elementary counselors to better support students with unique needs. Master scheduling is done strategically to support students' academic needs. All middle schools work with their local high school district to provide opportunities for high schools to come and present information on their school programs. Middle school counselors support students by collaborating with the high school counselors on high need students, such as, foster youth, homeless students, students with trauma, etc. In addition, we offer high school integrated math for students that qualify. Identified middle Long term English Learner students are offered a zero period as a way of supporting their reclassification to English proficiency before promoting to high school. Reclassification ensures that these students are able to access A-G classes in high school. All special education teachers plan intake meetings with high school teams to provide a smooth transition for these students. During Parent University and throughout the year, our Student Services Department provides specific presentations on A-G requirements to support students and parents. Overall, our District has a college and career ready focus through a variety of activities such as College Day, participation in ALAS (Accelerating Latino/a Achievement and Success) conference and college campus visits. These activities bridge the gap for our neediest students that may not have access otherwise.

Additional Information Regarding Use of Funds Under this Part

ESSA SECTION 1112(b)(13) (A–B)

Provide any other information on how the LEA proposes to use funds to meet the purposes of this part, and that the LEA determines appropriate to provide, which may include how the LEA will:

(A) assist schools in identifying and serving gifted and talented students; and
(B) assist schools in developing effective school library programs to provide students an opportunity to develop digital literacy skills and improve academic achievement.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Alum Rock School District allocates Title I funds to a variety of supplemental components that support our overall programming geared towards improved school and student achievement. Professional development activities, enrichment and intervention programs including school year and summer programs, SEL and counselor support, parenting classes, Foster and McKinney Vento Youth support, supplemental technology initiatives, direct and indirective services, and salary differentials of instructional and administrative personnel that support Title I programming are all budgeted in this part of Title I.

TITLE I, PART D

Description of Program
ESSA SECTION 1423(1)

Provide a description of the program to be assisted [by Title I, Part D].

THIS ESSA PROVISION IS ADDRESSED BELOW:

Formal Agreements
ESSA SECTION 1423(2)

Provide a description of formal agreements, regarding the program to be assisted, between the LEA and correctional facilities and alternative school programs serving children and youth involved with the juvenile justice system, including such facilities operated by the Secretary of the Interior and Indian tribes.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Comparable Education Program
ESSA SECTION 1423(3)

As appropriate, provide a description of how participating schools will coordinate with facilities working with delinquent children and youth to ensure that such children and youth are participating in an education program comparable to one operating in the local school such youth would attend.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Successful Transitions
ESSA SECTION 1423(4)

Provide a description of the program operated by participating schools to facilitate the successful transition of children and youth returning from correctional facilities and, as appropriate, the types of services that such schools will provide such children and youth and other at-risk children and youth.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Educational Needs
ESSA SECTION 1423(5)

Provide a description of the characteristics (including learning difficulties, substance abuse problems, and other special needs) of the children and youth who will be returning from correctional facilities and, as appropriate, other at-risk children and youth expected to be served by the program, and a description of how the school will coordinate existing educational programs to meet the unique educational needs of such children and youth.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Social, Health, and Other Services
ESSA SECTION 1423(6)

As appropriate, provide a description of how schools will coordinate with existing social, health, and other services to meet the needs of students returning from correctional facilities, at-risk children or youth, and other participating children or youth, including prenatal health care and nutrition services related to the health of the parent and the child or youth, parenting and child development classes, child care, targeted reentry and outreach programs, referrals to community resources, and scheduling flexibility.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Postsecondary and Workforce Partnerships
ESSA SECTION 1423(7)

As appropriate, provide a description of any partnerships with institutions of higher education or local businesses to facilitate postsecondary and workforce success for children and youth returning from correctional facilities, such as through participation in credit-bearing coursework while in secondary school, enrollment in postsecondary education, participation in career and technical education programming, and mentoring services for participating students.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Parent and Family Involvement
ESSA SECTION 1423(8)

Provide a description of formal agreements, regarding the program to be assisted, between the

(A) LEA; and
(B) correctional facilities and alternative school programs serving children and youth involved with the juvenile justice system, including such facilities operated by the Secretary of the Interior and Indian tribes.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Program Coordination
ESSA SECTION 1423(9–10)

Provide a description of how the program under this subpart will be coordinated with other Federal, State, and local programs, such as programs under title I of the Workforce Innovation and Opportunity Act and career and technical education programs serving at-risk children and youth.

Include how the program will be coordinated with programs operated under the Juvenile Justice and Delinquency Prevention Act of 1974 and other comparable programs, if applicable.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Probation Officer Coordination
ESSA SECTION 1423(11)

As appropriate, provide a description of how schools will work with probation officers to assist in meeting the needs of children and youth returning from correctional facilities.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Individualized Education Program Awareness
ESSA SECTION 1423(12)

Provide a description of the efforts participating schools will make to ensure correctional facilities working with children and youth are aware of a child's or youth's existing individualized education program.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Alternative Placements
ESSA SECTIONS 1423(13)

As appropriate, provide a description of the steps participating schools will take to find alternative placements for children and youth interested in continuing their education but unable to participate in a traditional public school program.

THIS ESSA PROVISION IS ADDRESSED BELOW:

TITLE II, PART A

Professional Growth and Improvement
ESSA SECTION 2102(b)(2)(B)

Provide a description of the LEA's systems of professional growth and improvement, such as induction for teachers, principals, or other school leaders and opportunities for building the capacity of teachers and opportunities to develop meaningful teacher leadership.

THIS ESSA PROVISION IS ADDRESSED BELOW:

On an annual bases ARUSD surveys teachers on their professional development needs to assist with district and site planning. Input is provided in areas of curriculum and CCSS needs, technology learning and teacher interests. Administrators participate in their own PLC around improvement science. On an annual basis, Alum Rock offers professional development for teachers to delve into districtwide initiatives and curricular components to learn about teacher selected topics and/or site level focus areas. During these PDs, teachers strengthen their knowledge on a variety of topics such as Project-based learning using technology integration, guided reading, instructional techniques and other district initiatives. Teachers complete surveys and give feedback on their learning and the relevance and usefulness of the trainings. Professional growth is monitored through use of these surveys, classroom walkthroughs and attendance at trainings. Teachers have an opportunity during the evaluation process to discuss plans for professional development and growth in this area. Smarter balanced, CA Dashboard and local diagnostic assessments data are used to help plan our PD offerings. The district aligns the LCAP and site priorities to develop a professional development plan for all. The professional development offerings are delivered in a number of configurations - one time, PLC's, and workshop series. All professional development is centered around building our teachers capacity, improving teacher practices, engaging students and supporting the unique learning styles and needs of our students. In addition, during the preparation for completing the local indicators (Priority 2), teachers are given an opportunity to provide feedback on the topics of interest for professional development, how well PD offerings support their teaching of the CCSS and how effectively these opportunities are preparing them as teachers. At the end of each PLC, teachers are given surveys to evaluate the effectiveness of the specific workshop and inform future offerings. In terms of new teacher support, Alum Rock teachers are provided a mentor who guides them through the induction process. New teachers who do not qualify for induction receive an onsite mentor who supports with instruction and management. Participating teachers take surveys at the end of the year and each present their inquiry project as a culmination of the process. Principals receive professional development through our monthly Instructional Leadership PLC in partnership with professional agencies. Topics such as school improvement, needs assessments, best practices and equity are addressed. Each site creates an action plan to guide them through different inquiry cycles throughout the year. Two times a year, site leaders and their Instructional Leadership Team come together for capacity building and planning. New site administrators receive coaching and mentorship from a professional agency. In addition, Assistant Principals are part of a monthly professional learning community led by our Academic Services team. Furthermore, teams of Principals have been able to attend leadership institutes to develop their practice. As part of their professional growth, leaders receive feedback during their annual evaluation process with the Superintendent and Assistant Superintendent with a focus on academic growth and their Dashboard data.

Prioritizing Funding
ESSA SECTION 2102(b)(2)(C)

Provide a description of how the LEA will prioritize funds to schools served by the agency that are implementing comprehensive support and improvement activities and targeted support and improvement activities under Section 1111(d) and have the highest percentage of children counted under Section 1124(c).

THIS ESSA PROVISION IS ADDRESSED BELOW:

All professional development activities are designed to support improved classroom practice and yield improvements in student achievement. The district uses data from the CA Dashboard to look at the areas of need for professional development. We identify trends and needs for subgroups, areas of focus for curricular areas and overall needs for capacity building. We use a Differentiated Assistance lens and analyze the needs of our CSI/ATSI schools to allocate funding to high need schools and their staff. In addition, we use data from Panorama survey and the LCAP engagement meetings for identification of needs. District wide professional development are planned for areas identified by parents in areas such as Socio-Emotional Learning, methods for reducing the suspension rate, improving chronic absenteeism rates and school climate, etc. A curriculum council comes together to discuss potential professional development opportunities. At the end of the year we evaluate staff participations in the planned trainings.

Data and Ongoing Consultation to Support Continuous Improvement

ESSA SECTION 2102(b)(2)(D)

Provide a description of how the LEA will use data and ongoing consultation described in Section 2102(b)(3) to continually update and improve activities supported under this part.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Our district uses identified areas from the CA Dashboard as a focus and the root causes from our needs assessment process to develop capacity building and professional development activities for our principals. Strategic plans are created across departments to address student needs. We identify trends and seek to utilize research-based professional development in an effort to support our most disadvantaged students. Site leaders participate in professional development around improvement science as a means to focus the work at the sites and develop Plan-Do-Study-Act (PDSA) cycles. Each CSI school and ATSI school, conducts a needs assessment with all educational partners using data from SBAC, CA Dashboard and local formative and diagnostic assessments. Each school through their root cause analysis determines areas of focus tied to the LCAP areas of focus and District priorities to write their school plan for student achievement (SPSA). Goals established are a direct result of the needs assessment work with their educational partners . Educational partner groups include parents, staff, school site council/ELAC and students. On an annual basis, programs and actions stated in the plans are evaluated for effectiveness. Based on these site level plans, PD is planned for staff meetings, etc. As part of our annual LCAP development process and program evaluation, Alum Rock regularly includes a variety of district educational partners (i.e. parents, teachers, administrators, members of various bargaining units, community partners, students and partners from professional organizations) at our community forums, advisory committee meetings and other district meetings in an effort to gather input around program effectiveness. Parent, student and staff surveys are an additional data source we consider when developing improvement plans. Alum Rock coordinates professional learning activities with teacher capacity building as a way to prepare teachers to lead activities such as STEAM showcase, District Spelling Bee, and VAPA showcases, etc. In order to encourage professional growth among our teaching staff, a variety of our professional development activities for teachers are developed and given by teachers using the Trainer of Trainers approach.

TITLE III, PART A

Title III Professional Development
ESSA SECTION 3115(c)(2)

Describe how the eligible entity will provide effective professional development to classroom teachers, principals and other school leaders, administrators, and other school or community-based organizational personnel.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Professional development to teachers, principals and partner stakeholders is differentiated to best meet the needs of participants. PD is aligned to language domains (i.e., speaking, listening, reading and writing) and is high-yield and foundational to planning. Alternative programs such as Two Way Dual Immersion are planned for and developed to provide a unique approach for language acquisition. There is a blend of workshops, half-day and full day sessions to meet our learning goals. We facilitate a number of PDs in house as well as partner with our local county office of education for professional learning for our stakeholders. DELAC leaders receive trainings to inform, educate and develop leadership skills in all areas relevant to their English Learner student's academic program.

Enhanced Instructional Opportunities
ESSA SECTIONS 3115(e)(1) and 3116

Describe how the eligible entity will provide enhanced instructional opportunities for immigrant children and youth.

THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A

Title III Programs and Activities
ESSA SECTIONS 3116(b)(1)

Describe the effective programs and activities, including language instruction educational programs, proposed to be developed, implemented, and administered under the subgrant that will help English learners increase their English language proficiency and meet the challenging State academic standards.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Alum Rock Union School District provides the following to ensure that our English Learner students have a high quality, standards-aligned program based on scientific research. We provide both before and after school interventions and extended day instruction for students identified as English learners. During this supplemental instructional time, we have used common core aligned supplemental instructional materials that are designed for supporting students' language development in English many times using the support of web-based programs. Summer programs are offered for targeted students needing additional support with language acquisition in English. Additionally, we have worked in partnership with our site principals, teachers and parents via an EL Liaison group that meets one time per month in addition to our regularly scheduled ELAC and DELAC meetings to consult and engage our stakeholders on meeting the needs of students. We actively use data to measure changes in student achievement both at the site and district levels. We also have multiple data sessions with parents and stakeholders to best design a support program for students.

English Proficiency and Academic Achievement
ESSA SECTIONS 3116(b)(2)(A-B)

Describe how the eligible entity will ensure that elementary schools and secondary schools receiving funds under Subpart 1 assist English learners in:

(C) achieving English proficiency based on the State's English language proficiency assessment under Section 1111(b)(2)(G), consistent with the State's long-term goals, as described in Section 1111(c)(4)(A)(ii); and
(D) meeting the challenging State academic standards.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Title III funds are centrally managed to maximize services in areas of most need based on student assessment data, staff input and needs assessment. Resources, services and training is planned through Academic Services. To ensure that schools assist students identified as English learners in meeting state standards we actively monitor designated ELD times to target the needs of students. This is a protected time during the instructional day. Additionally, we provide ongoing professional learning opportunities for teachers on our CA CCSS standards and well as the CA ELD standards to support their scaffolding and planning of standards during their integrated ELD lessons. For accountability purposes sites actively monitor students' literacy development via interim assessments 3 times yearly i.e., beginning-, middle- and end-of-year). Teachers and site administrators engage in inquiry cycles around student learning to surface what is working and what may be enhanced to maximize student learning. Folders are updated annually at the school sites to monitor student English Language Development progress.

TITLE IV, PART A

Title IV, Part A Activities and Programs
ESSA SECTION 4106(e)(1)

Describe the activities and programming that the LEA, or consortium of such agencies, will carry out under Subpart 1, including a description of:

(A) any partnership with an institution of higher education, business, nonprofit organization, community-based organization, or other public or private entity with a demonstrated record of success in implementing activities under this subpart;
(B) if applicable, how funds will be used for activities related to supporting well-rounded education under Section 4107;
(C) if applicable, how funds will be used for activities related to supporting safe and healthy students under Section 4108;
(D) if applicable, how funds will be used for activities related to supporting the effective use of technology in schools under Section 4109; and
(E) the program objectives and intended outcomes for activities under Subpart 1, and how the LEA, or consortium of such agencies, will periodically evaluate the effectiveness of the activities carried out under this section based on such objectives and outcomes.

THIS ESSA PROVISION IS ADDRESSED BELOW:

The Student Support and Academic Enrichment Grant under ESSA, Title IV, Part A is intended to improve students' academic achievement by increasing the capacity of local educational agencies (LEAs), and local communities to provide increased levels of support and funding to improve the academic achievement and digital literacy of all students. Alum Rock has a robust input process for our educational partners which includes participation from students, teachers, administrators, District office personnel, parents, and community members. In addition, the metrics used for our LCAP annual evaluation provide us with information to analyze the effectiveness of programs and activities as well as underscoring additional needs. Our Local Control Accountability Plan (LCAP) includes goals and activities that align with the components of the Title IV grant which further strengthens the need for supplemental support in the areas of academic enrichment opportunities and programs, socio-emotional support and development and capacity building for the use of technology as an instructional tool. The feedback from our annual LCAP Forums continues to highlight the need for support in the aforementioned areas.

Some of the planned activities under the Title IV grant include the following:

1. Activities to support well rounded educational opportunities include but are not limited to accelerated learning opportunities and/or enrichment programs that appeal to the varying learning styles and needs of students including VAPA and STEM programs. Offering these extended learning opportunities to students will improve student satisfaction with the academic program in Alum Rock as well positively affect academic performance for participating students.

2. Activities to support safe and healthy students include but are not limited to those that strengthen and develop students' socioemotional development and support improved school climate such as programs that provide alternatives to suspension, leadership development programs for students, socioemotional trainings, and trainings in restorative justice. These activities will assist with the efforts to lower suspension rates and chronic absenteeism cases in Alum Rock as well as increase climate survey ratings among students.

3. Activities that support the effective use of technology by providing professional development for the use of technology in classrooms, strengthening our tech infrastructure to stay current with the new technology and offering specialized courses in technology for students and their teachers. These activities will assist with efforts to increase use of technology and for technology to become a common classroom tool for all students in Alum Rock.

Evaluation of program effectiveness is a standard practice in Alum Rock through parent/student/staff surveys, programmatic evaluation surveys and the needs assessment conducted through our annual LCAP development process.

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 TRUSTEES

To the Superintendent of Schools: Date: June 2, 2023

Subject: **Adoption of the District's Proposed 2023-2024 Budget**

Staff Analysis: Education Code Section 42127 requires the governing board of each school district to adopt a budget for the subsequent year on or before July 1st. The budget is also subject to the review and approval of the County Superintendent. Any revisions to the school district's budget that result from the passage of the state budget will be presented to the governing board within 45 days after the Governor signs the State Budget Act.

Revenue projections are based on guidelines from Santa Clara County Office of Education and Department of Finance (DOF). Considering declining enrollment, and the impact of the LCFF funding shift, we are presenting a multi-year projection which shows the District will meet its financial obligations in the current and two subsequent fiscal years. The District is committed to a balanced budget, and continues to work on a multi-year budget plan to maintain fiscal solvency.

Recommendation: Staff recommends adoption of the District's proposed 2023 – 2024 Budget.

Prepared by: Kolvira Chheng Title: Assistant Superintendent Business Services

To the Board of Trustees:
Recommend Approval

9.01
Agenda Placement

Meeting: June 22, 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 Jose, CA 95127

9.02

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

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

Subject: Request for Approval of IFB#2023-CNS04 Juice and Dairy Products and Services for 2023 – 2024 School Year

Staff Analysis: The Child Nutrition Services Program (CNS) solicited IFB for Juice and Dairy Products and Services for the school year of 2023-2024, following the federal competitive bid procedures to obtain the best price based on our service needs for products of 1% white milk 8oz, non-fat chocolate milk 8oz, 100% orange juice 4oz, 100% apple juice 4oz and yogurt to support child feeding programs. IFB for Juice and Dairy Products and Services for the school year of 2023-2024 was publicized for two weeks via San Jose Mercury News and was mailed to Crystal Creamery, Producers Dairy, Gold Star, Strauss Creamery, Daylight Foods, and Clover Stornetta. On bid opening day, May 22nd, two IFBs were received from Crystal Creamery and Daylight Foods that met all IFB requirements.

Recommendation: CNS staff recommends awarding the bid and contract for IFB#2023-CNS04 for 2023-2024 to Crystal Creamery based on pricing and meeting all required service level needs. As quantities are estimated, we anticipate the bid award at $700,000.

Submitted by: Denisse B. Mendez DM Title: Director, Child Nutrition Services

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

To the Board of Trustees: Meeting: June 22, 2023

Recommend Approval

9.02

Agenda Placement

Kol S

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: Seconded by:

Approved: _____ Not Approved: _____ Tabled:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: **BUSINESS OFFICE** Contract No.: _____ Vendor No.: _____

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

☐ **MOU** (negotiated Agreement) ☐ **MASTER CONTRACT PARTICIPATION**
☐ Exhibit B & C (Fingerprinting and TB Test) ☐ Scope of Work/Proposal

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: Crystal Creamery

Address: 529 Kanses Ave City: Modesto State: CA Zip: 95351

Phone: (510) 303-7116 Email: cgregory@crystalcreamery.com

SSN: _____ Fed I.D. #: _____

CONTRACT TERM: start dates July 1, 2023 end date July 31, 2024

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

Provide 8oz 1% milk, 8oz non-fat chocolate milk, 4oz 100% apple juice and 4oz 100% orange juice to meet food components for breakfast, lunch and supper meal requirements. Product is delivered to every elementary and middle school kitchen.

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:** $700,000 per year Not to Exceed _____ of services.

____ b. **Other:** $_____

Describe other related costs: _____

BUDGET CODE: 130-5310-0-4700-00-0000-3700-000000-480-3700 JN 6/13/23
Accountant Initials

_____ _____
Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: 6/13/23
Director of Fiscal Services: _____ Date: 6/13/23
Asst. Supt., of Business Services: _____ Date: 6/13/23
Superintendent: _____ Date: _____

PRICING

Below are the proposed costs by each responsive Bidder.

Bidder	Total of Extended Cost of Dairy and Juice Products for 2023-24 School Year
Daylight Foods	$891,538.21
Crystal Creamery	$647,986.43

Reviewers
Denisse Mendez, Director, Child Nutrition Services
Katrina Zhang, Coordinator, Child Nutrition Services
Ben Thomas, Lead Consultant, Shared Plate Strategies LLC
Tim Wilkinson, Bid Coordinator, Shared Plate Strategies LLC

Links to the complete bid package for winning bidder, Crystal Creamery, can be found here:
Crystal Creamery Bid Package

All bids are available by request.

ORIGINAL BID DOCUMENTS

AVAILABLE IN THE CNS

DEPARTMENT FOR REVIEW

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

9.03

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

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

Subject: Request for Approval of RFP#2023-CNS02 Distribution of Commercial Food Products and Paper Supplies for 2023-2024 School Year

Staff Analysis: Child Nutrition Services Program (CNS) solicited RFP for Commercial Food Products and Paper Supplies for school year 2023-24 following the federal competitive bid procedures to obtain the best service, price and products for trays, sporks, and other paper goods used to support child feeding programs. RFP for Commercial Food Products and Paper Supplies for school year 2023-24 was publicized for two weeks via San Jose Mercury News and was e-mailed to Gold Star Foods, Danielsen, P&R Supplies, and Individual Food Service (IFS). On bid opening day, May 22nd, three RFP's were received from IFS, P&R Supplies, and Gold Star Foods that met all RFP requirements.

Recommendation: CNS staff recommends awarding the paper supplies bid and contract for RFP#2023-CNS02 to Individual Food Service (IFS) based on pricing and meeting all service level needs. As quantities are estimated, we anticipate the bid award at $300,000.

Submitted by: Denisse B. Mendez DM Title: Director, Child Nutrition Services

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

To the Board of Trustees: Meeting: June 22, 2023

Recommend Approval

9.03
Agenda Placement

Kol S
Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: Seconded by:

Approved: _____ Not Approved: _____ Tabled:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: **BUSINESS OFFICE** Contract No.: _____ Vendor No.: _____

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

☐ **MOU** (negotiated Agreement) ☑ **MASTER CONTRACT PARTICIPATION**

☐ Exhibit B & C (Fingerprinting and TB Test) ☐ Scope of Work/Proposal

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: Individual Food Service

Address: 5496 Lindbergh Lane City: Bell State: CA Zip: 90201

Phone: (310) 877-5449 Email: mliday@indfood.com

SSN: _____ Fed I.D. #: _____

CONTRACT TERM: start dates July 1, 2023 end date July 31, 2024

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

Obtain all paper supplies from vendor. This includes but not limited to trays, sporks, foil pans, paper towels, gloves, hairnets, cleaning supplies, etc. Items are needed to prepare and serve meals in a safe manner. All products are delivered to warehouse and five middles school sites

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:** $300,000 per year Not to Exceed _____ of services.

____ b. **Other:** $_____

Describe other related costs: _____

BUDGET CODE: 130-5310-0-4300-00-0000-3700-000000-480-3700 JN 6/13/23
Accountant Initials

_____ _____
Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: 6/13/23

Director of Fiscal Services: _____ Date: 6/13/23

Asst. Supt., of Business Services: _____ Date: 6/13/23

Superintendent: _____ Date: _____

PRICING

Below are the proposed costs by each responsive Bidder.

Bidder	Total of Extended Cost of Paper Supplies for 2023-24 School Year
IFS	$248,942.90
P&R	$263,345.70
Gold Star Foods	$260,969.25

EVALUATION CRITERIA

In addition to price, the department scored other factors, which are outlined below, along with the final total score for each bidder.

Evaluation Criteria	Description and Points Awarded	Points Based On	Max. Points
Price	100% of Max Points: Lowest-priced bid. 80% of Max Points: Second lowest-priced bid. 60% of Max Points: Third lowest-priced bid.	Itemized Bid List	20
Delivery Specifications	100% of Max Points: Ability to deliver within the District's designated time/days & positive references of timely & accurate delivery. 75% of Max Points: Ability to deliver within District's designated time but on alternate delivery days & positive references of timely & accurate delivery 0 Points: Unable to meet District's designated delivery time & days and/or negative references of frequent untimely and/or inaccurate deliveries even if delivery time & days can be met.	- Reference forms - Responses to Questions Labeled "Delivery Specifications - " in Vendor Questionnaire	15
Technology and Reports	100% of Max Points: Availability of online ordering with online system or email order confirmation. Ability to provide velocity reports, monthly statements and weekly price lists. 70% of Max Points: Availability of placing e-mail orders with email order confirmation. Ability to provide velocity reports, monthly statements and weekly price lists. 30% of Max Points: Ability to provide online or e-mail ordering and weekly price lists. Unable to provide velocity reports and/or monthly statements. 0 Points: Unable to provide e-mail or online ordering.	Responses to Questions Labeled "Ordering Systems and Reports - " in Vendor Questionnaire	5

Service Reliability and Past Performance	100% of Max Points: Proven ability to provide excellent service as demonstrated by references & vendor questionnaire that show: Prompt responses and satisfactory resolution to requests for information and complaints & issues Courtesy and responsiveness to all district personnel at all times Ready access to decision-making executives and assigned point of contact. Ability to meet sourcing goals Fully staffed delivery driver support. Ongoing market updates and communication regarding availability. 0 Points: References and/or vendor questionnaire demonstrate poor performance or inability to meet criteria described above.	- Reference forms - Responses to Questions Labeled "Service Reliability and Past Performance - " in Vendor Questionnaire	5
Minimum Delivery Amount	100% of Max Points: Lowest minimum delivery amount. 50% of Max Points: Second lowest minimum delivery amount. 0 Points: Not the lowest minimum delivery amount.	- Responses to Questions Labeled "Minimum Delivery Amount - " in Vendor Questionnaire	10
Sustainable Product Availability	100% of Max Points: Products with recycled materials, recycled products are used whenever possible. Compostable products are available. 50% of Max points: Products with recycled materials and recycled products are used whenever possible. Compostable Products are not available. 0 Points: Products with recycled materials, recycled products and compostable products are not available.	Itemized Bid Lists, Questionnaire	15
Domestic Preference	100% of Max Points: Majority of products (51% or greater in value of purchasing) meet domestic preference criteria. 0% of Max Points: 0% of product meets domestic preference criteria	Itemized Bid Lists	5

Safety Records and Controls	100% of Max Points: Bidder can provide evidence, in the form of a written Food Safety & Security Program OR HACCP Plan, that it has a minimum of appropriate safety controls in place and follows the best food-safety practices in that: Bidder's staff are properly and regularly trained in current safety procedures, Bidder's facilities are regularly inspected by accredited agencies and proposer's facilities are favorably assessed in those inspections. The proposer promptly and appropriately addresses safety issues raised by food-safety inspections or otherwise. If needed, Bidder's record-keeping program is such that the proposer would be able to promptly trace any product to its original supplier and source of origin. Bidder can provide evidence that it has a Product Recall Procedures and Pest Control Policy in place. 0 Points: Unable to meet or provide above specified criteria.	- HACCP Plan or Food Security and Safety Program - Reference forms - Responses to Questions Labeled "Safety Records and Controls - " in Vendor Questionnaire	5
TOTAL POINTS:			80

Final Scores per Bidder

Bidder	Score
IFS	70
P&R	61
Gold Star Foods	69.5

Reviewers
Denisse Mendez, Director, Child Nutrition Services
Katrina Zhang, Coordinator, Child Nutrition Services
Ben Thomas, Lead Consultant, Shared Plate Strategies LLC
Tim Wilkinson, Bid Coordinator, Shared Plate Strategies LLC

Links to the complete bid package for winning bidder, IFS, can be found here:
IFS Bid Package

All bids are available by request.

ORIGINAL BID DOCUMENTS

AVAILABLE IN THE CNS

DEPARTMENT FOR REVIEW

10.01

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: **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: June 22, 2023
Regular Board Meeting

10.01
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

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

June 22, 2023

CERTIFICATED RESIGNATIONS:

I. Resignation:

1.	Bennett, Jessica	4/Dorsa Elementary	06/08/2023
2.	Gomez, Rigoberto	Principal/Linda Vista Elementary	06/30/2023
3.	Pangilinan, Oscar	Music Prep/V.A.P.A., P.E. and Sports Prog.	06/08/2023
4.	Springer, Jesse	RSP/Sheppard Middle School	06/08/2023

10.02

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: **Approve New Position and Job Description – HUMAN RESOURCES SPECIALIST**

Staff Analysis:

Under the direction of the Assistant Superintendent and Director of Human Resources, perform a variety of responsibilities, and specialized administrative duties in support of human resources services and programs; provide information and assistance to employees and the public regarding employment opportunities.

Recommendation:

District administration is recommending that the Board of Trustees approve the CSEA position and job description – HUMAN RESOURCES SPECIALIST.

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

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

10.02

Agenda Placement

Meeting: June 22, 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

CLASS TITLE: HUMAN RESOURCES SPECIALIST

BASIC FUNCTION:

Under the direction of the Assistant Superintendent and Director of Human Resources, perform a variety of responsibilities, and specialized administrative duties in support of human resources services and programs; provide information and assistance to employees and the public regarding employment opportunities.

REPRESENTATIVE DUTIES:

Will greet all visitors in the Human Resources reception area, and answer calls from the HR shared phone number. Provide lunch coverage for the District Office Receptionist. *E*

Perform technical and specialized functions in support of the employment, credentialing, and onboarding process of District certificated or classified employees. *E*

Provide general assistance and answer questions in person and on the telephone regarding recruitment, selection, and related human resources services to employees and the public; advise applicants regarding recruitment activities and processes. Process verifications of employment for present and past employees, including other human resources forms and documents. *E*

Process, evaluate, and record certificated or classified employees including transcripts; record information regarding classes attended by employees on appropriate cards in employee files. *E*

Create, post, and monitor recruitment online advertisements; place advertisements in print media, electronic media, and other sources; research costs and receive quotes and bids on ad placement. *E*

Prepare, distribute, receive, record, and maintain files of job applications and other information; screen for completeness, file, or refer to the appropriate department for the selection process; fingerprint employees and assure other requirements are met to complete employee information for employment. *E*

Perform duties related to the examination of applicants as required; assemble and organize examination materials; administer, correct, and score written exams; establish eligibility lists; notify final candidates. *E*

Assist the Assistant Superintendent of Human Resources/Director of Human Resources in all aspects regarding certificated and classified personnel. *E*

Coordinates travel and conference arrangements for staff as necessary; prepares related forms, materials, and supplies for out-of-state and off-site recruitment and job fair events. *E*

Operate a computer to input various data related to employees; update assigned systems with new information as appropriate, prepare and generate reports, records, files, and matrixes utilizing assigned systems. *E*

Prepare, type, update, monitor, and maintain a variety of forms, reports, bulletins, records, schedules, lists, and files according to established procedures; verify and post information as necessary to assure completeness and accuracy. *E*

Collect pertinent information to compose and place ads on University and College websites for vacant positions. *E*

Perform other duties as assigned.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:
Laws, rules, and regulations involved in processing personnel.
Modern office practices and procedures.
Recordkeeping techniques.
Telephone techniques and etiquette.
Correct English usage, grammar, spelling, punctuation, and vocabulary.
Interpersonal skills using tact, patience, and courtesy.
Applicable sections of the State Education Code and other laws.
District organization, operations, policies, and objectives.

ABILITY TO:
Maintain accurate records and prepare reports.
Add, subtract, multiply and divide quickly and accurately.
Communicate effectively both orally and in writing.
Work confidentially with discretion.
Establish and maintain cooperative and effective working relationships with others.
Work independently with little direction.
Operate a variety of office equipment including a computer.
Type at a speed of 40 words per minute from clear copy.
Meet schedules and timelines.
Plan and organize work.

EDUCATION AND EXPERIENCE:
Completion of AA degree or experience equivalence.
Two years of increasingly responsible office experience, or equivalent.
Prior experience in Human Resources is preferred, but not required.

WORKING CONDITIONS:

ENVIRONMENT:
Office environment.
Constant interruptions.

PHYSICAL DEMANDS:
Hearing and speaking to exchange information in person or on the telephone.
Seeing to read.
Dexterity of hands and fingers to operate a computer keyboard.
Bending at the waist, kneeling, or crouching.
Light lifting - up to 14 lbs.

SALARY RANGE: 13.5
WORK YEAR: 12 months
BARGAINING UNIT: CSEA
DATE APPROVED: PENDING

10.03

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: **Approval and Ratification of Tentative Agreement between the Alum Rock Union Elementary School District and Teamsters Local 150, for the period of July 1, 2023 - June 30, 2026.**

Staff Analysis:

The District and Teamsters Local 150 have reached the attached Tentative Agreement on collective bargaining issues for the period of July 1, 2023 - June 30, 2026.

Recommendation:

District administration is recommending that the Board of Trustees approve and ratify the Tentative Agreement.

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

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

10.03

Agenda Placement

Meeting: June 22, 2023
Regular Board Meeting

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Tentative Agreement Between Teamsters Local 150
and
Alum Rock Union Elementary School District
for the 2023 - 2024 school year

Article 5.1 Length of Agreement. This Agreement, upon ratification by both parties, is effective from July 1, 2023, through June 30, 2026. For year three of this Agreement, the parties shall negotiate Article 22 "Pay and Allowance" and Article 17.1 "Bargaining Unit Member and Dependent Insurance Coverage" plus two (2) articles each on the 2nd and 3rd year of the contract.

Article 8.1.7.1 Transfers. Transfers will be granted based on seniority. Bargaining unit member may request a lateral transfer to an open position of equal status in the bargaining unit member's same classification (including a position with a different number of hours) by making a written application on a District provided form which shall be kept at Human Resources. Transfers will be approved using all of the following criteria:

1. A positive letter of reference from the current site manager/supervisor, and
2. Three years of satisfactory evaluations, and
3. Final approval of the incoming manager/supervisor.

Article 12: EVALUATION/PROBATION

12.1 Evaluations may be completed every two years by the bargaining unit member's immediate supervisor and/or the Program Manager on forms approved by the Board. Evaluations with unsatisfactory marks may be evaluated the following year.

12.1.1 The probationary period shall be for six (6) actual months worked. If six (6) actual months of work is interrupted by the ending of school/work year, the probationary period shall resume at the beginning of the next school year/work year, providing the bargaining unit member has not been terminated.

12.1.2 When a probationary bargaining unit member is absent from work for any reason for more than ten (10) consecutive days during the six (6) month probationary period, excluding weekends and legal holidays, the bargaining unit member's probationary period may be extended an equal number of days.

12.1.3 Evaluations of probationary bargaining unit members shall be made at the third (3rd) month and fifth (5th) month by the bargaining unit members' current Program Manager or his/her management/supervisory designee on forms approved by the Board. They will be presented to the employee and shall be filed with Human Resources.

12.1.4 Evaluations with any negative marks shall include specific recommendations for improvement to assist the bargaining unit member in implementing any recommendations made. Those bargaining unit members receiving an overall "below standards" evaluation shall be

placed on a performance improvement plan and are to be reevaluated after an opportunity for remediation. Re-evaluation shall take place within three (3) months. The signature of the employee will not indicate that she/he agrees with what has been written; it will merely indicate that she/he has read the evaluation. No evaluation of an employee shall be placed in any personnel file without an opportunity for discussion between the employee and the evaluator. No evaluation shall be made based upon hearsay statements but shall only be based upon the direct observation and knowledge of the evaluator. Any negative evaluation shall include specific recommendations for improvements to assist the employee in implementing any recommendations made. The employee shall have the right to review and respond to any negative or derogatory evaluation.

Article 17.1 Bargaining unit members shall be covered by the Health and Welfare plans offered through Teamsters Managed Trust.

For the term of this agreement, the District shall pay eighty-five percent (85%) of both the Teamsters' Kaiser Plan and the Teamsters' HMO Plan.

For year three of this Agreement, the parties shall negotiate Article 17.1 for the successor agreement.

For the term of this Agreement, if any other bargaining unit receives a salary schedule increase, off-schedule bonus, or health and welfare premium increase or reopener(s) greater than the Teamsters bargaining unit, then Teamsters shall receive the same increase. Any increases to the District's contribution to the Teamsters HMO shall not be based on an 85/15 contribution split but instead on the dollar increase to other health insurance plans.

When two people are married or meet the definition of domestic partners, as established by the current benefits provider, and work for the District (company) as a Teamster bargaining unit member at the same time and are both eligible for medical benefits, the may be enrolled under one contract and are not required to make two (2) contributions for medical coverage.

Article 14.1.4 Vacation Scheduling. Vacation may, with the approval of the bargaining unit member's immediate supervisor, be taken at any time during the work year in which it is earned. However, the district reserves the right to schedule vacations at times least disruptive to the normal work routine as determined by the Program Manager during the District wide full week shutdown. The District shall not require employees to use vacation at other times of the year. The District and Union strongly encourage employees at ARUSD to schedule all but the maximum seven (7) days of vacation that can be carried over each year.

14.1.6.1 Vacation may, with the approval of the bargaining unit member's immediate supervisor, be taken at any time during the work year. If the bargaining unit member is not

permitted to take his/her full annual vacation, the amount not taken shall be paid in cash. Employees will only be able to cash out a maximum of three (3) vacation days over the maximum number of carried-over vacation days of seven (7). Employees shall use their vacation and shall not carry in excess of seven (7) days. Vacation cash out in June greater than the seven (7) day carryover will be added to the first pay period paycheck in the following fiscal year.

Article 21.1 Special Trip Assignments. All special trip assignments other than those during the school day shall be distributed and rotated as equally as possible among bus drivers. Within reason and using available staff and resources, it is agreed that the district shall secure all possible special trips to provide additional hours to bus drivers. Field trips must be offered to District transportation as long as District transportation and drivers are available. The minimum guaranteed hours for field trips shall be three (3) hours. Private entities as mutually agreed upon that are willing to partner and pay for the entire field trip shall be exempt from offering the routes to District bus drivers. This section shall include all bus drivers classifications unless a bus driver is not available. A separate seniority rotation list will be maintained to demonstrate equity and distribution of hours (As described in Article 11.6.10).

21.5 Regular Work Year. The parties agree that all bus drivers will be guaranteed a minimum of six (6) hours work for the term of this Agreement with the same benefits provided to full-time bargaining unit members and without decrease in vacation, holiday, and sick leave accruals.

The parties agree that bidding on routes shall be made by seniority and the bid will occur at the beginning of the school year and at the beginning of the Extended School Year. Three (3) days before bidding, the District will provide available information to the bus drivers, including the routes, types of equipment, the approximate beginning and ending time of runs, and other relevant information reasonably known to the District prior to bidding. It is understood and agreed that routes, types of equipment, and beginning and ending times for a run may need to be changed after bidding in accordance with operational needs. Whenever possible, prior to implementation, substantial changes which may need to be made due to operational needs will be discussed and explained to affected bus drivers. Buses that are bid together with a route shall remain together, whenever possible. If for some legitimate business reason, the bus and route are taken away from a driver, then at the earliest reasonable opportunity, the original pairing of bus and route shall be returned to the affected driver.

The parties agree that a minimum of ten (10) bus driver positions will be seven (7) hours (.875 FTE). The seven (7) hour bus driver positions will be subject to the yearly bidding process.

The parties agree that there will be one eight (8) hour floater driver. This floater driver will cover routes when needed and agree to perform other duties as assigned, related to transportation, by their direct supervisor. The floater driver will be subject to the yearly bidding

process. The floater assignment shall not be covered unless the transportation department has at least one driver over the number of routes being bid on during the current bid.

Article 22.1.1 Effective July 1, 2023, the District shall increase the salary schedule for all bargaining unit members by 5%.

In addition, all bargaining unit members shall receive a one-time, off the salary schedule payment of 2% for the 2023-2024 school year based on the Teamsters 2023-2024 salary schedule/earnings for the 2023-2024 school year. Bargaining members with less than a 0.75 FTE (Full-Time Equivalent), or members who worked a portion of the year, shall be paid the off schedule payment on a pro-rated basis. This one-time salary schedule payment applies to any bargaining unit members in paid status during the 2023-2024 school year.

For the terms of this agreement, if any other bargaining unit receives a salary schedule increase, off schedule bonus, or health and welfare premium increase or reopener(s) greater than the Teamsters bargaining unit, then Teamsters shall receive the same increase.

On Behalf of Teamsters Local 150

Alan Daurie — Date
Chief Negotiator

Thanh Phu — Date

Yadira Manzo — Date

Trevor Emmett — Date

Angela Cuellar — Date

Elias Vidrio — Date

On Behalf of Alum Rock Union Elementary School District

Cesar Torrico, — Date
Asst. Superintendent, HR

George Kleidon, Ed.D, — Date
Director, Human Resources

Kolvira Chheng, — Date
Asst. Superintendent, Business

Denisse Mendez, — Date
Director, Child Nutrition Services

Ed Villareal, — Date
Director, Maintenance
Operations and Transportation

Latoya Lee — Date
Manager of Transportation

Santa Clara County Office of Education

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENTS

School District: *Alum Rock Union Elementary School District*
Bargaining Unit: **Teamsters**
Period of Agreement: July 1, 2023 to June 30, 2024

FTE: 89.35
Date of Public Meeting: 6/22/23

Please submit copies of the **tentative agreement(s) and updated multi-year projection** with the disclosure.

Government Code Section 3547.5: Before a public school employer enters into a written agreement with an exclusive representative covering matters within the scope of representation, the major provisions of the agreement, including but not limited to, the costs that would be incurred by the public school employer under the agreement for the current and subsequent fiscal years, shall be disclosed at a public meeting of the public school employer in a format established for this purpose by the Superintendent of Public Instruction.

SUMMARY OF AGREEMENT			
	2023-2024	*2024-25*	*2025-26*
Salary Schedule Increases	**5.00%**	-	-
Off-Schedule Payments	**2%**	-	-
Health & Welfare (capped?)	no	no	no
FTE Participating in Health & Welfare			
Required to Complete: *Details (cap limit, plan coverage, etc. is the cap changing with this settlement?):*			
5 % Ongoing increase and 2% one-time payment, effective July 1, 2023.			
Other Provisions:			

TOTAL CUMULATIVE COST INCREASE OF PROPOSED AGREEMENT IN PRESENT & FUTURE YEARS

Indicate the **cumulative costs** of salary and benefit increases that would be incurred under the agreement.

	2023-24	*2024-25*	*2025-26*
Salary including statutory costs*	586,047	418,605	418,605
Benefits	-	-	-
Other Compensation Costs	-	-	-
Other Non-Compensation Costs	-	-	-
Total Cost of Settlement	586,047	418,605	418,605
Total % Increase	7.00%	5.00%	5.00%
Projected STRS/PERS Rates	19.1%/26.68%	19.1%/27.7%	19.1%/28.30%

**please include statutory costs tied to salary such as employer-paid taxes and PERS/STRS*

STATUS OF BARGAINING UNIT/EMPLOYEE AGREEMENTS

Indicate the current status (whether settled or not settled) of the remaining units.

Bargaining Unit	FTE	Status
AREA	487.45	Not settled
CSEA	180.53	Not settled
Un-Represented	74.95	N/A

GENERAL FUND	Year: 2023-24 Board Approved Budget Before Settlement (Column 1)	Year: 2023-24 Adjustments as a result of the Agreement (Column 2)	Year: 2023-24 Revised Budget (Column 1 + 2)
Total Revenues	158,142,571	-	**158,142,571**
Expenditures			
1000 Certificated Salaries	61,095,407	-	**61,095,407**
2000 Classified Salaries	22,891,884	444,577	**23,336,461**
3000 Benefits	42,722,692	141,469	**42,864,161**
4000 Instructional Supplies	8,303,982	-	**8,303,982**
5000 Contracted Services	29,650,435	-	**29,650,435**
6000 Capital Outlay	444,319	-	**444,319**
7000 Other	428,529	-	**428,529**
Total Expenditures	**$ 165,537,248**	**$ 586,046**	**166,123,294**
Interfund Transfer In	-	-	-
Interfund Transfer Out (enter as negative)	-	-	-
Other Financing Sources	-	-	-
Other Financing Uses (enter as negative)	-	-	-
Total Other	-	-	-
Operating Surplus (Deficit)	(7,394,677)		**(7,980,723)**
Beginning Fund Balance	39,333,341		**39,333,341**
Projected Ending Balance	31,938,664		**31,352,618**
Available Reserves			
Available Reserves *(Optional: Include Fund 17 Special Reserve)*	26,972,546		26,368,919
Reserve For Economic Uncertainties	4,966,118		4,983,699
Total Available Reserves	31,938,664		31,352,618
State Required Reserve % 3%	<-- Change to district's state requirement		
State Required Reserve $	4,966,117		4,983,699

CERTIFICATION NO. 1

The disclosure document must be signed by the district superintendent and chief business officer at the time of public disclosure.

In accordance with the requirements of Government Code section 3547.5, the superintendent and chief business officer of the school district hereby certify that the district can meet the costs incurred under the Collective Bargaining Agreement between the District and the Bargaining Unit during the term of the agreement.

Chief Business Officer — Date: 6/13/23

District Superintendent — Date: 6/13/23

CERTIFICATION NO. 2

The disclosure document must be signed by the president or clerk of the governing board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the governing board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code section 3547.5.

President or Clerk of Governing Board — Date

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
12 MTH SALARY SCHEDULE
TEAMSTERS
2023-24 (Tentative 5%)

Board Approved: Pending
Effective: July 1, 2023

QSS Range	BU Book Range		01	02	03	04	05	06	09	12	15	18	21
1	1.0	ANN	$ 36,707.04	$ 37,938.96	$ 39,212.64	$ 40,611.60	$ 42,073.20	$ 43,722.72	$ 46,082.16	$ 48,546.00	$ 51,009.84	$ 53,431.92	$ 56,480.40
		MO	$ 3,058.92	$ 3,161.58	$ 3,267.72	$ 3,384.30	$ 3,506.10	$ 3,643.56	$ 3,840.18	$ 4,045.50	$ 4,250.82	$ 4,452.66	$ 4,706.70
		DAY	$ 140.64	$ 145.36	$ 150.24	$ 155.60	$ 161.20	$ 167.52	$ 176.56	$ 186.00	$ 195.44	$ 204.72	$ 216.40
		HRS	$ 17.58	$ 18.17	$ 18.78	$ 19.45	$ 20.15	$ 20.94	$ 22.07	$ 23.25	$ 24.43	$ 25.59	$ 27.05
2	1.5	ANN	$ 37,416.96	$ 38,648.88	$ 40,047.84	$ 41,217.12	$ 42,720.48	$ 44,328.24	$ 46,750.32	$ 49,214.16	$ 51,678.00	$ 54,183.60	$ 57,169.44
		MO	$ 3,118.08	$ 3,220.74	$ 3,337.32	$ 3,434.76	$ 3,560.04	$ 3,694.02	$ 3,895.86	$ 4,101.18	$ 4,306.50	$ 4,515.30	$ 4,764.12
		DAY	$ 143.36	$ 148.08	$ 153.44	$ 157.92	$ 163.68	$ 169.84	$ 179.12	$ 188.56	$ 198.00	$ 207.60	$ 219.04
		HRS	$ 17.92	$ 18.51	$ 19.18	$ 19.74	$ 20.46	$ 21.23	$ 22.39	$ 23.57	$ 24.75	$ 25.95	$ 27.38
3	2.0	ANN	$ 37,938.96	$ 39,212.64	$ 40,611.60	$ 42,073.20	$ 43,722.72	$ 45,100.80	$ 47,585.52	$ 50,007.60	$ 52,471.44	$ 54,956.16	$ 58,004.64
		MO	$ 3,161.58	$ 3,267.72	$ 3,384.30	$ 3,506.10	$ 3,643.56	$ 3,758.40	$ 3,965.46	$ 4,167.30	$ 4,372.62	$ 4,579.68	$ 4,833.72
		DAY	$ 145.36	$ 150.24	$ 155.60	$ 161.20	$ 167.52	$ 172.80	$ 182.32	$ 191.60	$ 201.04	$ 210.56	$ 222.24
		HRS	$ 18.17	$ 18.78	$ 19.45	$ 20.15	$ 20.94	$ 21.60	$ 22.79	$ 23.95	$ 25.13	$ 26.32	$ 27.78
4	2.5	ANN	$ 38,648.88	$ 40,047.84	$ 41,217.12	$ 42,720.48	$ 44,328.24	$ 46,040.40	$ 47,084.40	$ 50,926.32	$ 53,431.92	$ 55,854.00	$ 58,881.60
		MO	$ 3,220.74	$ 3,337.32	$ 3,434.76	$ 3,560.04	$ 3,694.02	$ 3,836.70	$ 3,923.70	$ 4,243.86	$ 4,452.66	$ 4,654.50	$ 4,906.80
		DAY	$ 148.08	$ 153.44	$ 157.92	$ 163.68	$ 169.84	$ 176.40	$ 180.40	$ 195.12	$ 204.72	$ 214.00	$ 225.60
		HRS	$ 18.51	$ 19.18	$ 19.74	$ 20.46	$ 21.23	$ 22.05	$ 22.55	$ 24.39	$ 25.59	$ 26.75	$ 28.20
5	3.0	ANN	$ 39,212.64	$ 40,611.60	$ 42,073.20	$ 43,722.72	$ 45,100.80	$ 46,750.32	$ 49,214.16	$ 51,678.00	$ 54,183.60	$ 56,647.44	$ 59,800.32
		MO	$ 3,267.72	$ 3,384.30	$ 3,506.10	$ 3,643.56	$ 3,758.40	$ 3,895.86	$ 4,101.18	$ 4,306.50	$ 4,515.30	$ 4,720.62	$ 4,983.36
		DAY	$ 150.24	$ 155.60	$ 161.20	$ 167.52	$ 172.80	$ 179.12	$ 188.56	$ 198.00	$ 207.60	$ 217.04	$ 229.12
		HRS	$ 18.78	$ 19.45	$ 20.15	$ 20.94	$ 21.60	$ 22.39	$ 23.57	$ 24.75	$ 25.95	$ 27.13	$ 28.64
6	3.5	ANN	$ 40,047.84	$ 41,217.12	$ 42,720.48	$ 44,328.24	$ 46,040.40	$ 47,606.40	$ 50,237.28	$ 52,596.72	$ 55,144.08	$ 57,587.04	$ 60,614.64
		MO	$ 3,337.32	$ 3,434.76	$ 3,560.04	$ 3,694.02	$ 3,836.70	$ 3,967.20	$ 4,186.44	$ 4,383.06	$ 4,595.34	$ 4,798.92	$ 5,051.22
		DAY	$ 153.44	$ 157.92	$ 163.68	$ 169.84	$ 176.40	$ 182.40	$ 192.48	$ 201.52	$ 211.28	$ 220.64	$ 232.24
		HRS	$ 19.18	$ 19.74	$ 20.46	$ 21.23	$ 22.05	$ 22.80	$ 24.06	$ 25.19	$ 26.41	$ 27.58	$ 29.03
7	4.0	ANN	$ 40,611.60	$ 42,073.20	$ 43,722.72	$ 45,100.80	$ 46,750.32	$ 48,546.00	$ 51,009.84	$ 53,431.92	$ 55,874.88	$ 58,380.48	$ 61,533.36
		MO	$ 3,384.30	$ 3,506.10	$ 3,643.56	$ 3,758.40	$ 3,895.86	$ 4,045.50	$ 4,250.82	$ 4,452.66	$ 4,656.24	$ 4,865.04	$ 5,127.78
		DAY	$ 155.60	$ 161.20	$ 167.52	$ 172.80	$ 179.12	$ 186.00	$ 195.44	$ 204.72	$ 214.08	$ 223.68	$ 235.76
		HRS	$ 19.45	$ 20.15	$ 20.94	$ 21.60	$ 22.39	$ 23.25	$ 24.43	$ 25.59	$ 26.76	$ 27.96	$ 29.47
8	4.5	ANN	$ 41,217.12	$ 42,720.48	$ 44,328.24	$ 46,040.40	$ 47,606.40	$ 49,276.80	$ 51,824.16	$ 54,308.88	$ 56,751.84	$ 59,299.20	$ 62,431.20
		MO	$ 3,434.76	$ 3,560.04	$ 3,694.02	$ 3,836.70	$ 3,967.20	$ 4,106.40	$ 4,318.68	$ 4,525.74	$ 4,729.32	$ 4,941.60	$ 5,202.60
		DAY	$ 157.92	$ 163.68	$ 169.84	$ 176.40	$ 182.40	$ 188.80	$ 198.56	$ 208.08	$ 217.44	$ 227.20	$ 239.20
		HRS	$ 19.74	$ 20.46	$ 21.23	$ 22.05	$ 22.80	$ 23.60	$ 24.82	$ 26.01	$ 27.18	$ 28.40	$ 29.90
9	5.0	ANN	$ 42,073.20	$ 43,722.72	$ 45,100.80	$ 46,750.32	$ 48,546.00	$ 50,383.44	$ 52,889.04	$ 55,290.24	$ 57,691.44	$ 60,217.92	$ 63,433.44
		MO	$ 3,506.10	$ 3,643.56	$ 3,758.40	$ 3,895.86	$ 4,045.50	$ 4,198.62	$ 4,407.42	$ 4,607.52	$ 4,807.62	$ 5,018.16	$ 5,286.12
		DAY	$ 161.20	$ 167.52	$ 172.80	$ 179.12	$ 186.00	$ 193.04	$ 202.64	$ 211.84	$ 221.04	$ 230.72	$ 243.04
		HRS	$ 20.15	$ 20.94	$ 21.60	$ 22.39	$ 23.25	$ 24.13	$ 25.33	$ 26.48	$ 27.63	$ 28.84	$ 30.38

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
12 MTH SALARY SCHEDULE
TEAMSTERS
2023-24 (Tentative 5%)

Board Approved: Pending
Effective: July 1, 2023

QSS Range	BU Book Range		01	02	03	04	05	06	09	12	15	18	21
10	5.5	ANN	$ 42,720.48	$ 44,328.24	$ 46,040.40	$ 47,606.40	$ 49,276.80	$ 51,218.64	$ 53,682.48	$ 56,188.08	$ 58,651.92	$ 61,094.88	$ 64,122.48
		MO	$ 3,560.04	$ 3,694.02	$ 3,836.70	$ 3,967.20	$ 4,106.40	$ 4,268.22	$ 4,473.54	$ 4,682.34	$ 4,887.66	$ 5,091.24	$ 5,343.54
		DAY	$ 163.68	$ 169.84	$ 176.40	$ 182.40	$ 188.80	$ 196.24	$ 205.68	$ 215.28	$ 224.72	$ 234.08	$ 245.68
		HRS	$ 20.46	$ 21.23	$ 22.05	$ 22.80	$ 23.60	$ 24.53	$ 25.71	$ 26.91	$ 28.09	$ 29.26	$ 30.71
11	6.0	ANN	$ 43,722.72	$ 45,100.80	$ 46,750.32	$ 48,546.00	$ 50,383.44	$ 52,367.04	$ 54,851.76	$ 57,273.84	$ 59,695.92	$ 62,159.76	$ 65,291.76
		MO	$ 3,643.56	$ 3,758.40	$ 3,895.86	$ 4,045.50	$ 4,198.62	$ 4,363.92	$ 4,570.98	$ 4,772.82	$ 4,974.66	$ 5,179.98	$ 5,440.98
		DAY	$ 167.52	$ 172.80	$ 179.12	$ 186.00	$ 193.04	$ 200.64	$ 210.16	$ 219.44	$ 228.72	$ 238.16	$ 250.16
		HRS	$ 20.94	$ 21.60	$ 22.39	$ 23.25	$ 24.13	$ 25.08	$ 26.27	$ 27.43	$ 28.59	$ 29.77	$ 31.27
12	6.5	ANN	$ 44,328.24	$ 46,040.40	$ 47,606.40	$ 49,276.80	$ 51,218.64	$ 53,118.72	$ 55,666.08	$ 58,025.52	$ 60,489.36	$ 62,994.96	$ 66,126.96
		MO	$ 3,694.02	$ 3,836.70	$ 3,967.20	$ 4,106.40	$ 4,268.22	$ 4,426.56	$ 4,638.84	$ 4,835.46	$ 5,040.78	$ 5,249.58	$ 5,510.58
		DAY	$ 169.84	$ 176.40	$ 182.40	$ 188.80	$ 196.24	$ 203.52	$ 213.28	$ 222.32	$ 231.76	$ 241.36	$ 253.36
		HRS	$ 21.23	$ 22.05	$ 22.80	$ 23.60	$ 24.53	$ 25.44	$ 26.66	$ 27.79	$ 28.97	$ 30.17	$ 31.67
13	7.0	ANN	$ 45,100.80	$ 46,750.32	$ 48,546.00	$ 50,383.44	$ 52,367.04	$ 54,288.00	$ 56,710.08	$ 59,215.68	$ 61,637.76	$ 64,080.72	$ 67,170.96
		MO	$ 3,758.40	$ 3,895.86	$ 4,045.50	$ 4,198.62	$ 4,363.92	$ 4,524.00	$ 4,725.84	$ 4,934.64	$ 5,136.48	$ 5,340.06	$ 5,597.58
		DAY	$ 172.80	$ 179.12	$ 186.00	$ 193.04	$ 200.64	$ 208.00	$ 217.28	$ 226.88	$ 236.16	$ 245.52	$ 257.36
		HRS	$ 21.60	$ 22.39	$ 23.25	$ 24.13	$ 25.08	$ 26.00	$ 27.16	$ 28.36	$ 29.52	$ 30.69	$ 32.17
14	7.5	ANN	$ 46,040.40	$ 47,606.40	$ 49,276.80	$ 51,218.64	$ 53,118.72	$ 55,290.24	$ 57,691.44	$ 60,217.92	$ 62,681.76	$ 65,124.72	$ 68,277.60
		MO	$ 3,836.70	$ 3,967.20	$ 4,106.40	$ 4,268.22	$ 4,426.56	$ 4,607.52	$ 4,807.62	$ 5,018.16	$ 5,223.48	$ 5,427.06	$ 5,689.80
		DAY	$ 176.40	$ 182.40	$ 188.80	$ 196.24	$ 203.52	$ 211.84	$ 221.04	$ 230.72	$ 240.16	$ 249.52	$ 261.60
		HRS	$ 22.05	$ 22.80	$ 23.60	$ 24.53	$ 25.44	$ 26.48	$ 27.63	$ 28.84	$ 30.02	$ 31.19	$ 32.70
15	8.0	ANN	$ 46,750.32	$ 48,546.00	$ 50,383.44	$ 52,367.04	$ 54,288.00	$ 56,522.16	$ 58,986.00	$ 61,408.08	$ 63,955.44	$ 66,335.76	$ 69,446.88
		MO	$ 3,895.86	$ 4,045.50	$ 4,198.62	$ 4,363.92	$ 4,524.00	$ 4,710.18	$ 4,915.50	$ 5,117.34	$ 5,329.62	$ 5,527.98	$ 5,787.24
		DAY	$ 179.12	$ 186.00	$ 193.04	$ 200.64	$ 208.00	$ 216.56	$ 226.00	$ 235.28	$ 245.04	$ 254.16	$ 266.08
		HRS	$ 22.39	$ 23.25	$ 24.13	$ 25.08	$ 26.00	$ 27.07	$ 28.25	$ 29.41	$ 30.63	$ 31.77	$ 33.26
16	8.5	ANN	$ 47,606.40	$ 49,276.80	$ 51,218.64	$ 53,118.72	$ 55,290.24	$ 57,378.24	$ 59,800.32	$ 62,264.16	$ 64,915.92	$ 67,275.36	$ 70,428.24
		MO	$ 3,967.20	$ 4,106.40	$ 4,268.22	$ 4,426.56	$ 4,607.52	$ 4,781.52	$ 4,983.36	$ 5,188.68	$ 5,409.66	$ 5,606.28	$ 5,869.02
		DAY	$ 182.40	$ 188.80	$ 196.24	$ 203.52	$ 211.84	$ 219.84	$ 229.12	$ 238.56	$ 248.72	$ 257.76	$ 269.84
		HRS	$ 22.80	$ 23.60	$ 24.53	$ 25.44	$ 26.48	$ 27.48	$ 28.64	$ 29.82	$ 31.09	$ 32.22	$ 33.73
17	9.0	ANN	$ 48,546.00	$ 50,383.44	$ 52,367.04	$ 54,288.00	$ 56,522.16	$ 58,651.92	$ 61,094.88	$ 63,516.96	$ 66,001.68	$ 68,528.16	$ 71,806.32
		MO	$ 4,045.50	$ 4,198.62	$ 4,363.92	$ 4,524.00	$ 4,710.18	$ 4,887.66	$ 5,091.24	$ 5,293.08	$ 5,500.14	$ 5,710.68	$ 5,983.86
		DAY	$ 186.00	$ 193.04	$ 200.64	$ 208.00	$ 216.56	$ 224.72	$ 234.08	$ 243.36	$ 252.88	$ 262.56	$ 275.12
		HRS	$ 23.25	$ 24.13	$ 25.08	$ 26.00	$ 27.07	$ 28.09	$ 29.26	$ 30.42	$ 31.61	$ 32.82	$ 34.39
18	9.5	ANN	$ 49,276.80	$ 51,218.64	$ 53,118.72	$ 55,290.24	$ 57,378.24	$ 59,695.92	$ 62,159.76	$ 64,602.72	$ 67,150.08	$ 69,593.04	$ 72,704.16
		MO	$ 4,106.40	$ 4,268.22	$ 4,426.56	$ 4,607.52	$ 4,781.52	$ 4,974.66	$ 5,179.98	$ 5,383.56	$ 5,595.84	$ 5,799.42	$ 6,058.68
		DAY	$ 188.80	$ 196.24	$ 203.52	$ 211.84	$ 219.84	$ 228.72	$ 238.16	$ 247.52	$ 257.28	$ 266.64	$ 278.56
		HRS	$ 23.60	$ 24.53	$ 25.44	$ 26.48	$ 27.48	$ 28.59	$ 29.77	$ 30.94	$ 32.16	$ 33.33	$ 34.82

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
12 MTH SALARY SCHEDULE
TEAMSTERS
2023-24 (Tentative 5%)

Board Approved: Pending
Effective: July 1, 2023

QSS Range	BU Book Range		01	02	03	04	05	06	09	12	15	18	21
19	10.0	ANN	$ 50,383.44	$ 52,367.04	$ 54,288.00	$ 56,522.16	$ 58,651.92	$ 61,011.36	$ 63,475.20	$ 65,897.28	$ 68,507.28	$ 70,887.60	$ 74,103.12
		MO	$ 4,198.62	$ 4,363.92	$ 4,524.00	$ 4,710.18	$ 4,887.66	$ 5,084.28	$ 5,289.60	$ 5,491.44	$ 5,708.94	$ 5,907.30	$ 6,175.26
		DAY	$ 193.04	$ 200.64	$ 208.00	$ 216.56	$ 224.72	$ 233.76	$ 243.20	$ 252.48	$ 262.48	$ 271.60	$ 283.92
		HRS	$ 24.13	$ 25.08	$ 26.00	$ 27.07	$ 28.09	$ 29.22	$ 30.40	$ 31.56	$ 32.81	$ 33.95	$ 35.49
20	10.5	ANN	$ 51,218.64	$ 53,118.72	$ 55,290.24	$ 57,378.24	$ 59,695.92	$ 62,138.88	$ 64,602.72	$ 67,129.20	$ 69,467.76	$ 71,910.72	$ 75,126.24
		MO	$ 4,268.22	$ 4,426.56	$ 4,607.52	$ 4,781.52	$ 4,974.66	$ 5,178.24	$ 5,383.56	$ 5,594.10	$ 5,788.98	$ 5,992.56	$ 6,260.52
		DAY	$ 196.24	$ 203.52	$ 211.84	$ 219.84	$ 228.72	$ 238.08	$ 247.52	$ 257.20	$ 266.16	$ 275.52	$ 287.84
		HRS	$ 24.53	$ 25.44	$ 26.48	$ 27.48	$ 28.59	$ 29.76	$ 30.94	$ 32.15	$ 33.27	$ 34.44	$ 35.98
21	11.0	ANN	$ 52,367.04	$ 54,288.00	$ 56,522.16	$ 58,651.92	$ 61,011.36	$ 63,475.20	$ 65,897.28	$ 68,507.28	$ 70,950.24	$ 73,309.68	$ 76,483.44
		MO	$ 4,363.92	$ 4,524.00	$ 4,710.18	$ 4,887.66	$ 5,084.28	$ 5,289.60	$ 5,491.44	$ 5,708.94	$ 5,912.52	$ 6,109.14	$ 6,373.62
		DAY	$ 200.64	$ 208.00	$ 216.56	$ 224.72	$ 233.76	$ 243.20	$ 252.48	$ 262.48	$ 271.84	$ 280.88	$ 293.04
		HRS	$ 25.08	$ 26.00	$ 27.07	$ 28.09	$ 29.22	$ 30.40	$ 31.56	$ 32.81	$ 33.98	$ 35.11	$ 36.63
22	11.5	ANN	$ 53,118.72	$ 55,290.24	$ 57,378.24	$ 59,695.92	$ 62,138.88	$ 64,602.72	$ 67,129.20	$ 69,467.76	$ 71,910.72	$ 74,416.32	$ 77,673.60
		MO	$ 4,426.56	$ 4,607.52	$ 4,781.52	$ 4,974.66	$ 5,178.24	$ 5,383.56	$ 5,594.10	$ 5,788.98	$ 5,992.56	$ 6,201.36	$ 6,472.80
		DAY	$ 203.52	$ 211.84	$ 219.84	$ 228.72	$ 238.08	$ 247.52	$ 257.20	$ 266.16	$ 275.52	$ 285.12	$ 297.60
		HRS	$ 25.44	$ 26.48	$ 27.48	$ 28.59	$ 29.76	$ 30.94	$ 32.15	$ 33.27	$ 34.44	$ 35.64	$ 37.20
23	12.0	ANN	$ 54,288.00	$ 56,522.16	$ 58,651.92	$ 61,011.36	$ 63,475.20	$ 66,001.68	$ 68,528.16	$ 70,950.24	$ 73,330.56	$ 75,857.04	$ 79,093.44
		MO	$ 4,524.00	$ 4,710.18	$ 4,887.66	$ 5,084.28	$ 5,289.60	$ 5,500.14	$ 5,710.68	$ 5,912.52	$ 6,110.88	$ 6,321.42	$ 6,591.12
		DAY	$ 208.00	$ 216.56	$ 224.72	$ 233.76	$ 243.20	$ 252.88	$ 262.56	$ 271.84	$ 280.96	$ 290.64	$ 303.04
		HRS	$ 26.00	$ 27.07	$ 28.09	$ 29.22	$ 30.40	$ 31.61	$ 32.82	$ 33.98	$ 35.12	$ 36.33	$ 37.88
24	12.5	ANN	$ 55,290.24	$ 57,378.24	$ 59,695.92	$ 62,138.88	$ 64,602.72	$ 67,275.36	$ 69,801.84	$ 72,265.68	$ 74,687.76	$ 77,068.08	$ 80,408.88
		MO	$ 4,607.52	$ 4,781.52	$ 4,974.66	$ 5,178.24	$ 5,383.56	$ 5,606.28	$ 5,816.82	$ 6,022.14	$ 6,223.98	$ 6,422.34	$ 6,700.74
		DAY	$ 211.84	$ 219.84	$ 228.72	$ 238.08	$ 247.52	$ 257.76	$ 267.44	$ 276.88	$ 286.16	$ 295.28	$ 308.08
		HRS	$ 26.48	$ 27.48	$ 28.59	$ 29.76	$ 30.94	$ 32.22	$ 33.43	$ 34.61	$ 35.77	$ 36.91	$ 38.51
25	13.0	ANN	$ 56,522.16	$ 58,651.92	$ 61,011.36	$ 63,475.20	$ 66,001.68	$ 68,757.84	$ 71,284.32	$ 73,706.40	$ 76,232.88	$ 78,592.32	$ 81,807.84
		MO	$ 4,710.18	$ 4,887.66	$ 5,084.28	$ 5,289.60	$ 5,500.14	$ 5,729.82	$ 5,940.36	$ 6,142.20	$ 6,352.74	$ 6,549.36	$ 6,817.32
		DAY	$ 216.56	$ 224.72	$ 233.76	$ 243.20	$ 252.88	$ 263.44	$ 273.12	$ 282.40	$ 292.08	$ 301.12	$ 313.44
		HRS	$ 27.07	$ 28.09	$ 29.22	$ 30.40	$ 31.61	$ 32.93	$ 34.14	$ 35.30	$ 36.51	$ 37.64	$ 39.18
26	13.5	ANN	$ 57,378.24	$ 59,695.92	$ 62,138.88	$ 64,602.72	$ 67,275.36	$ 70,094.16	$ 72,474.48	$ 75,000.96	$ 77,548.32	$ 79,928.64	$ 83,227.68
		MO	$ 4,781.52	$ 4,974.66	$ 5,178.24	$ 5,383.56	$ 5,606.28	$ 5,841.18	$ 6,039.54	$ 6,250.08	$ 6,462.36	$ 6,660.72	$ 6,935.64
		DAY	$ 219.84	$ 228.72	$ 238.08	$ 247.52	$ 257.76	$ 268.56	$ 277.68	$ 287.36	$ 297.12	$ 306.24	$ 318.88
		HRS	$ 27.48	$ 28.59	$ 29.76	$ 30.94	$ 32.22	$ 33.57	$ 34.71	$ 35.92	$ 37.14	$ 38.28	$ 39.86
27	14.0	ANN	$ 58,651.92	$ 61,011.36	$ 63,475.20	$ 66,001.68	$ 68,757.84	$ 71,618.40	$ 74,061.36	$ 76,399.92	$ 79,030.80	$ 81,411.12	$ 84,689.28
		MO	$ 4,887.66	$ 5,084.28	$ 5,289.60	$ 5,500.14	$ 5,729.82	$ 5,968.20	$ 6,171.78	$ 6,366.66	$ 6,585.90	$ 6,784.26	$ 7,057.44
		DAY	$ 224.72	$ 233.76	$ 243.20	$ 252.88	$ 263.44	$ 274.40	$ 283.76	$ 292.72	$ 302.80	$ 311.92	$ 324.48
		HRS	$ 28.09	$ 29.22	$ 30.40	$ 31.61	$ 32.93	$ 34.30	$ 35.47	$ 36.59	$ 37.85	$ 38.99	$ 40.56

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
12 MTH SALARY SCHEDULE
TEAMSTERS
2023-24 (Tentative 5%)

Board Approved: Pending
Effective: July 1, 2023

QSS Range	BU Book Range		01	02	03	04	05	06	09	12	15	18	21
28	14.5	ANN	$ 59,695.92	$ 62,138.88	$ 64,602.72	$ 67,275.36	$ 70,094.16	$ 72,829.44	$ 75,293.28	$ 77,778.00	$ 80,346.24	$ 82,810.08	$ 86,130.00
		MO	$ 4,974.66	$ 5,178.24	$ 5,383.56	$ 5,606.28	$ 5,841.18	$ 6,069.12	$ 6,274.44	$ 6,481.50	$ 6,695.52	$ 6,900.84	$ 7,177.50
		DAY	$ 228.72	$ 238.08	$ 247.52	$ 257.76	$ 268.56	$ 279.04	$ 288.48	$ 298.00	$ 307.84	$ 317.28	$ 330.00
		HRS	$ 28.59	$ 29.76	$ 30.94	$ 32.22	$ 33.57	$ 34.88	$ 36.06	$ 37.25	$ 38.48	$ 39.66	$ 41.25
29	15.0	ANN	$ 61,011.36	$ 63,475.20	$ 66,001.68	$ 68,757.84	$ 71,618.40	$ 74,478.96	$ 77,005.44	$ 79,636.32	$ 81,995.76	$ 84,522.24	$ 87,800.40
		MO	$ 5,084.28	$ 5,289.60	$ 5,500.14	$ 5,729.82	$ 5,968.20	$ 6,206.58	$ 6,417.12	$ 6,636.36	$ 6,832.98	$ 7,043.52	$ 7,316.70
		DAY	$ 233.76	$ 243.20	$ 252.88	$ 263.44	$ 274.40	$ 285.36	$ 295.04	$ 305.12	$ 314.16	$ 323.84	$ 336.40
		HRS	$ 29.22	$ 30.40	$ 31.61	$ 32.93	$ 34.30	$ 35.67	$ 36.88	$ 38.14	$ 39.27	$ 40.48	$ 42.05
30	15.5	ANN	$ 62,138.88	$ 64,602.72	$ 67,275.36	$ 70,094.16	$ 72,829.44	$ 75,961.44	$ 78,383.52	$ 80,868.24	$ 83,436.48	$ 85,900.32	$ 89,199.36
		MO	$ 5,178.24	$ 5,383.56	$ 5,606.28	$ 5,841.18	$ 6,069.12	$ 6,330.12	$ 6,531.96	$ 6,739.02	$ 6,953.04	$ 7,158.36	$ 7,433.28
		DAY	$ 238.08	$ 247.52	$ 257.76	$ 268.56	$ 279.04	$ 291.04	$ 300.32	$ 309.84	$ 319.68	$ 329.12	$ 341.76
		HRS	$ 29.76	$ 30.94	$ 32.22	$ 33.57	$ 34.88	$ 36.38	$ 37.54	$ 38.73	$ 39.96	$ 41.14	$ 42.72
31	16.0	ANN	$ 63,475.20	$ 66,001.68	$ 68,757.84	$ 71,618.40	$ 74,478.96	$ 77,610.96	$ 80,137.44	$ 82,559.52	$ 85,023.36	$ 87,487.20	$ 90,807.12
		MO	$ 5,289.60	$ 5,500.14	$ 5,729.82	$ 5,968.20	$ 6,206.58	$ 6,467.58	$ 6,678.12	$ 6,879.96	$ 7,085.28	$ 7,290.60	$ 7,567.26
		DAY	$ 243.20	$ 252.88	$ 263.44	$ 274.40	$ 285.36	$ 297.36	$ 307.04	$ 316.32	$ 325.76	$ 335.20	$ 347.92
		HRS	$ 30.40	$ 31.61	$ 32.93	$ 34.30	$ 35.67	$ 37.17	$ 38.38	$ 39.54	$ 40.72	$ 41.90	$ 43.49
32	16.5	ANN	$ 64,602.72	$ 67,275.36	$ 70,094.16	$ 72,829.44	$ 75,961.44	$ 79,114.32	$ 81,682.56	$ 84,188.16	$ 86,693.76	$ 89,094.96	$ 92,498.40
		MO	$ 5,383.56	$ 5,606.28	$ 5,841.18	$ 6,069.12	$ 6,330.12	$ 6,592.86	$ 6,806.88	$ 7,015.68	$ 7,224.48	$ 7,424.58	$ 7,708.20
		DAY	$ 247.52	$ 257.76	$ 268.56	$ 279.04	$ 291.04	$ 303.12	$ 312.96	$ 322.56	$ 332.16	$ 341.36	$ 354.40
		HRS	$ 30.94	$ 32.22	$ 33.57	$ 34.88	$ 36.38	$ 37.89	$ 39.12	$ 40.32	$ 41.52	$ 42.67	$ 44.30
33	17.0	ANN	$ 66,001.68	$ 68,757.84	$ 71,618.40	$ 74,478.96	$ 77,610.96	$ 80,868.24	$ 83,436.48	$ 85,900.32	$ 88,280.64	$ 90,869.76	$ 94,461.12
		MO	$ 5,500.14	$ 5,729.82	$ 5,968.20	$ 6,206.58	$ 6,467.58	$ 6,739.02	$ 6,953.04	$ 7,158.36	$ 7,356.72	$ 7,572.48	$ 7,871.76
		DAY	$ 252.88	$ 263.44	$ 274.40	$ 285.36	$ 297.36	$ 309.84	$ 319.68	$ 329.12	$ 338.24	$ 348.16	$ 361.92
		HRS	$ 31.61	$ 32.93	$ 34.30	$ 35.67	$ 37.17	$ 38.73	$ 39.96	$ 41.14	$ 42.28	$ 43.52	$ 45.24
34	17.5	ANN	$ 67,275.36	$ 70,094.16	$ 72,829.44	$ 75,961.44	$ 79,114.32	$ 82,496.88	$ 84,877.20	$ 87,424.56	$ 89,825.76	$ 92,331.36	$ 95,734.80
		MO	$ 5,606.28	$ 5,841.18	$ 6,069.12	$ 6,330.12	$ 6,592.86	$ 6,874.74	$ 7,073.10	$ 7,285.38	$ 7,485.48	$ 7,694.28	$ 7,977.90
		DAY	$ 257.76	$ 268.56	$ 279.04	$ 291.04	$ 303.12	$ 316.08	$ 325.20	$ 334.96	$ 344.16	$ 353.76	$ 366.80
		HRS	$ 32.22	$ 33.57	$ 34.88	$ 36.38	$ 37.89	$ 39.51	$ 40.65	$ 41.87	$ 43.02	$ 44.22	$ 45.85
35	18.0	ANN	$ 68,757.84	$ 71,618.40	$ 74,478.96	$ 77,610.96	$ 80,868.24	$ 84,522.24	$ 86,923.44	$ 89,449.92	$ 91,934.64	$ 94,356.72	$ 97,760.16
		MO	$ 5,729.82	$ 5,968.20	$ 6,206.58	$ 6,467.58	$ 6,739.02	$ 7,043.52	$ 7,243.62	$ 7,454.16	$ 7,661.22	$ 7,863.06	$ 8,146.68
		DAY	$ 263.44	$ 274.40	$ 285.36	$ 297.36	$ 309.84	$ 323.84	$ 333.04	$ 342.72	$ 352.24	$ 361.52	$ 374.56
		HRS	$ 32.93	$ 34.30	$ 35.67	$ 37.17	$ 38.73	$ 40.48	$ 41.63	$ 42.84	$ 44.03	$ 45.19	$ 46.82
36	18.5	ANN	$ 70,094.16	$ 72,829.44	$ 75,961.44	$ 79,114.32	$ 82,496.88	$ 86,046.48	$ 88,447.68	$ 90,869.76	$ 93,312.72	$ 95,818.32	$ 99,159.12
		MO	$ 5,841.18	$ 6,069.12	$ 6,330.12	$ 6,592.86	$ 6,874.74	$ 7,170.54	$ 7,370.64	$ 7,572.48	$ 7,776.06	$ 7,984.86	$ 8,263.26
		DAY	$ 268.56	$ 279.04	$ 291.04	$ 303.12	$ 316.08	$ 329.68	$ 338.88	$ 348.16	$ 357.52	$ 367.12	$ 379.92
		HRS	$ 33.57	$ 34.88	$ 36.38	$ 37.89	$ 39.51	$ 41.21	$ 42.36	$ 43.52	$ 44.69	$ 45.89	$ 47.49

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
12 MTH SALARY SCHEDULE
TEAMSTERS
2023-24 (Tentative 5%)

Board Approved: Pending
Effective: July 1, 2023

QSS Range	BU Book Range		01	02	03	04	05	06	09	12	15	18	21
37	19.0	ANN	$ 71,618.40	$ 74,478.96	$ 77,610.96	$ 80,868.24	$ 84,522.24	$ 88,071.84	$ 90,514.80	$ 92,957.76	$ 95,421.60	$ 97,864.56	$ 101,309.76
		MO	$ 5,968.20	$ 6,206.58	$ 6,467.58	$ 6,739.02	$ 7,043.52	$ 7,339.32	$ 7,542.90	$ 7,746.48	$ 7,951.80	$ 8,155.38	$ 8,442.48
		DAY	$ 274.40	$ 285.36	$ 297.36	$ 309.84	$ 323.84	$ 337.44	$ 346.80	$ 356.16	$ 365.60	$ 374.96	$ 388.16
		HRS	$ 34.30	$ 35.67	$ 37.17	$ 38.73	$ 40.48	$ 42.18	$ 43.35	$ 44.52	$ 45.70	$ 46.87	$ 48.52
38	19.5	ANN	$ 72,829.44	$ 75,961.44	$ 79,114.32	$ 82,496.88	$ 86,046.48	$ 89,804.88	$ 92,226.96	$ 94,774.32	$ 97,196.40	$ 99,639.36	$ 103,042.80
		MO	$ 6,069.12	$ 6,330.12	$ 6,592.86	$ 6,874.74	$ 7,170.54	$ 7,483.74	$ 7,685.58	$ 7,897.86	$ 8,099.70	$ 8,303.28	$ 8,586.90
		DAY	$ 279.04	$ 291.04	$ 303.12	$ 316.08	$ 329.68	$ 344.08	$ 353.36	$ 363.12	$ 372.40	$ 381.76	$ 394.80
		HRS	$ 34.88	$ 36.38	$ 37.89	$ 39.51	$ 41.21	$ 43.01	$ 44.17	$ 45.39	$ 46.55	$ 47.72	$ 49.35
39	20.0	ANN	$ 74,478.96	$ 77,610.96	$ 80,868.24	$ 84,522.24	$ 88,092.72	$ 91,934.64	$ 94,356.72	$ 96,737.04	$ 99,159.12	$ 101,685.60	$ 105,276.96
		MO	$ 6,206.58	$ 6,467.58	$ 6,739.02	$ 7,043.52	$ 7,341.06	$ 7,661.22	$ 7,863.06	$ 8,061.42	$ 8,263.26	$ 8,473.80	$ 8,773.08
		DAY	$ 285.36	$ 297.36	$ 309.84	$ 323.84	$ 337.52	$ 352.24	$ 361.52	$ 370.64	$ 379.92	$ 389.60	$ 403.36
		HRS	$ 35.67	$ 37.17	$ 38.73	$ 40.48	$ 42.19	$ 44.03	$ 45.19	$ 46.33	$ 47.49	$ 48.70	$ 50.42
40	20.5	ANN	$ 75,961.44	$ 79,114.32	$ 82,496.88	$ 86,046.48	$ 89,804.88	$ 93,625.92	$ 96,048.00	$ 98,595.36	$ 100,996.56	$ 103,460.40	$ 106,905.60
		MO	$ 6,330.12	$ 6,592.86	$ 6,874.74	$ 7,170.54	$ 7,483.74	$ 7,802.16	$ 8,004.00	$ 8,216.28	$ 8,416.38	$ 8,621.70	$ 8,908.80
		DAY	$ 291.04	$ 303.12	$ 316.08	$ 329.68	$ 344.08	$ 358.72	$ 368.00	$ 377.76	$ 386.96	$ 396.40	$ 409.60
		HRS	$ 36.38	$ 37.89	$ 39.51	$ 41.21	$ 43.01	$ 44.84	$ 46.00	$ 47.22	$ 48.37	$ 49.55	$ 51.20
41	21.0	ANN	$ 77,548.32	$ 80,868.24	$ 84,522.24	$ 88,092.72	$ 91,934.64	$ 95,880.96	$ 98,386.56	$ 100,871.28	$ 103,230.72	$ 105,757.20	$ 109,265.04
		MO	$ 6,462.36	$ 6,739.02	$ 7,043.52	$ 7,341.06	$ 7,661.22	$ 7,990.08	$ 8,198.88	$ 8,405.94	$ 8,602.56	$ 8,813.10	$ 9,105.42
		DAY	$ 297.12	$ 309.84	$ 323.84	$ 337.52	$ 352.24	$ 367.36	$ 376.96	$ 386.48	$ 395.52	$ 405.20	$ 418.64
		HRS	$ 37.14	$ 38.73	$ 40.48	$ 42.19	$ 44.03	$ 45.92	$ 47.12	$ 48.31	$ 49.44	$ 50.65	$ 52.33
42	21.5	ANN	$ 79,114.32	$ 82,496.88	$ 86,046.48	$ 89,804.88	$ 93,625.92	$ 97,655.76	$ 100,203.12	$ 102,562.56	$ 105,068.16	$ 107,532.00	$ 111,081.60
		MO	$ 6,592.86	$ 6,874.74	$ 7,170.54	$ 7,483.74	$ 7,802.16	$ 8,137.98	$ 8,350.26	$ 8,546.88	$ 8,755.68	$ 8,961.00	$ 9,256.80
		DAY	$ 303.12	$ 316.08	$ 329.68	$ 344.08	$ 358.72	$ 374.16	$ 383.92	$ 392.96	$ 402.56	$ 412.00	$ 425.60
		HRS	$ 37.89	$ 39.51	$ 41.21	$ 43.01	$ 44.84	$ 46.77	$ 47.99	$ 49.12	$ 50.32	$ 51.50	$ 53.20
43	22.0	ANN	$ 80,868.24	$ 84,522.24	$ 88,092.72	$ 91,934.64	$ 95,880.96	$ 99,994.32	$ 102,520.80	$ 104,984.64	$ 107,448.48	$ 109,766.16	$ 113,315.76
		MO	$ 6,739.02	$ 7,043.52	$ 7,341.06	$ 7,661.22	$ 7,990.08	$ 8,332.86	$ 8,543.40	$ 8,748.72	$ 8,954.04	$ 9,147.18	$ 9,442.98
		DAY	$ 309.84	$ 323.84	$ 337.52	$ 352.24	$ 367.36	$ 383.12	$ 392.80	$ 402.24	$ 411.68	$ 420.56	$ 434.16
		HRS	$ 38.73	$ 40.48	$ 42.19	$ 44.03	$ 45.92	$ 47.89	$ 49.10	$ 50.28	$ 51.46	$ 52.57	$ 54.27

11.01

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: May 19, 2023

Subject: **Maxim Healthcare Staffing Services, Inc.**

Staff Analysis: Maxim Healthcare Staffing, Inc. provides LVN services to ARUSD students with medical needs such as diabetes management as well as assisting the district nurses.

Recommendation: Staff recommends that the Board of Trustees approve this contract. This contract is not to exceed $200,000.00 for the 2023/2024 school year with Maxim Healthcare Staffing, Inc.

Submitted by: Norma Flores NF Title: Director of Student Services

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

To the Board of Trustees: Meeting: June 22, 2023
Regular Board Meeting

Recommend Approval

11.01
Agenda Placement

Kol S
Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: Seconded by:

Approved: _____ Not Approved: _____ Tabled:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Student Services (School/Dept.) VENDOR NO. 300165

Submitted by: Norma Flores

☑ **Independent Contract** ☐ **MOU**

☐ Master Contract

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

   Name of Individual/Company: Maxim Healthcare Services Inc

   Address: 7227 Lee DeForest Dr. City: Columbia State: MD Zip: 21046

   Phone: (510) 542-5672 Email Address: cocadenh@maxihealth.com

   SSN: _____ or Fed I.D. #: 83-3043570

   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").

   Maxim Healthcare Services provides LVN services to ARUSD students with medical needs such as diabetes management

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:** $65.00 (describe rate agreement) $65.00 bill rate per hour for LVN services as needed. Not to exceed $200,000.00

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
010	0000	0	5815	00	1110	3140	000000	340	5240	$200,000.00	

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.

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

EDUCATION SERVICES STAFFING AGREEMENT

This Education Services Staffing Agreement (hereinafter "Agreement") is entered into this July 1, 2023, by and between **Alum Rock Union School District** located at 2930 Gay Ave. San Jose, California 95127, referred to in this Agreement as "Customer," and **Maxim Healthcare Staffing Services, Inc.,** a Maryland Corporation including its affiliates and subsidiaries, with an office located at 631 River Oaks Parkway, San Jose, CA, 95134, United States of America referred to in this Agreement as "Maxim."

RECITALS

WHEREAS, Customer operates a School, as defined by State Law located in California and wishes to engage Maxim to provide personnel to supplement Customer's staff.

WHEREAS, Maxim operates a staffing agency that provides supplemental healthcare staffing services to Customer.

THEREFORE, in consideration of the above premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, and intending to be legally bound, Customer and Maxim hereby agree to the following terms and conditions.

ARTICLE I. DEFINITIONS

"Agreement" means this EducationServices StaffingAgreement entered into as of the Effective Date between Maxim and Customer, including all Attachment(s) attached hereto, and all Statement(s) of Work entered into by Maxim and Customer pursuant to Section 3.1.

"Assignment Confirmation" means the details as agreed upon between Customer and Maxim for Assignment Personnel Providing Assignment Services.

"Assignment Personnel" means collectively Local Assignment Personnel and Travel Assignment Personnel providing Assignment Services.

"Assignment Personnel Rate" means a rate agreed upon between Customer and Maxim for that specific Assignment Personnel, as specified in "Attachment C" and controls where different from Base Rates set forth in "Attachment A."

"Assignment Services" means Services for a specific term and length of the time, as more specifically set forth in Section 8.1 herein and "Attachment C."

"Base Rate" means the rates billed for Services performed by Personnel pursuant to terms of Agreement and "Attachment A" hereto.

"Behavior Intervention Plan" or "BIP" is defined as a written improvement plan created for a student based on the outcome of the functional behavior assessment (FBA).

"Contractor" means either independent contractor(s) or legal entity(ies) being utilized by Maxim to provide Services, as specified in Section 7.2.

"Effective Date" means the date first written above in the introductory paragraph of Agreement.

"Float" means Personnel reassigned to a different Customer department, unit, School Work Site, or to a different staff classification.

"Individual Education Program" or "IEP" is a plan developed as required under the Individuals with Disabilities Education Act ("IDEA") providing eligible students with special education and related services that is reasonably calculated to enable the student to make progress appropriate in light of the child's unique circumstances.

"Individual Health Plan" or "IHP" is defined as a health plan focusing specifically on student(s)' medical needs, it may contain physician orders. If the services for a student's medical needs can be performed during the school day for the student to benefit from the education, the medical services may be incorporated into the 504 Plan or IEP.

"Medical Services" services provided by a licensed physician to determine a student's medically related disability that results in the student's need for a 504 Plan or an IEP. These services include determining the health or related services needed for a particular student, developing the plan, changes to the plan, and level of healthcare or professional required.

"Personnel" means licensed and/or unlicensed clinical and other non-clinical healthcare, behavioral, educational assistance, and instructional employees of Maxim.

"Placement" is defined to mean where the student with a disability receives the services listed in the 504 Plan or the IEP.

"Related Services" means transportation and such developmental, corrective, and other supportive services as are required to assist a child with a disability to benefit from special education, and includes speech-language pathology and audiology services, interpreting services, psychological services, physical and occupational therapy, recreation, including therapeutic recreation, early identification and assessment of disabilities in children, counseling services, including rehabilitation counseling, orientation and mobility services, and medical services for diagnostic or evaluation purposes. Related services include school health services and school nurse services, social work services in schools, and parent counseling and training.

"School Health Services" means health services that are designed to enable a child with a disability to receive FAPE as described in the child's IEP. School health services are services that may be provided by either a qualified school nurse or other qualified person as requested by the Customer.

"School Work Site" means any location Customer assigns Personnel to render Services.

"Services" means collectively School Health Services, Special Education Services, and/or Related Services provided by Maxim to Customer, as more specifically set forth in Article III and any Attachment(s) and/or Statement(s) of Work.

"Special Education Services" means specially designed instructionto meet the unique needs of a child with a disability.

"Statement of Work" or "SOW" means a statement of work describing the Services entered into by Maxim and Customer in accordance with Article III and "Attachment A" attached hereto.

"Supplies" means any and all necessary medical supplies to be used in administering and/or providing Services to student(s), including, but not limited to personal protective equipment ("PPE").

"Term" has the meaning given is Section 2.1.

ARTICLE II. TERM

Section 2.1. Term. This Agreement will commence on the Effective Date and will continue for a school calendar year.

Section 2.2 Renewal. This Agreement shall automatically renew at the end of the term for successive one (1) year terms unless either Party provides written notice at least thirty (30) days prior to the end of the term or renewal term, as applicable, of such Party's decision not to automatically renew this Agreement

ARTICLE III. NATURE AND SCOPE OF SERVICES

Section 3.1 Scope of Services.

(a) Staffing. Maxim is responsible for recruiting, screening, and hiring its Personnel as set forth herein to provide temporary staffing Services to Customer, with such Services provided by Personnel under Customer's management and supervision at a School Work Site or in an environment controlled by Customer. Maxim will use its best efforts to provide Personnel who shall perform Services in accordance with the terms of this Agreement, as requested in "Attachment A." Services include School Health Services, Related Services, and/or Special Education Services. Maxim will provide Personnel specific to the requirements provided by the Customer, following receipt of the BIP, IEP, IHP or 504 Plan (the "Plan"), as applicable, from the Customer. Maxim will use its best efforts to provide Personnel who meet the qualifications as specified by the Customer and shall perform services in accordance with the terms of this Agreement. Customer shall provide Maxim with the skill level, experience and services to be provided by Personnel to any student(s), and details from the applicable Plan for School Health Services or Related Services, necessary to perform Services hereunder.

(b) Distance Learning Service(s). Customer may request Personnel to provide services off-site, including, but not limited to remote services and/or in-home services at a student's location ("Distance Learning Service(s)") due to Customer school closings and/or delays. Customer is responsible for overseeing and directing placement outside of school for Distance Learning Service if requested. Customer will provide supplies and resources needed to implement Distance Learning Services and its own expense. Customer is responsible for maintaining a safe environment for all Distance Learning Services.

(c) Changes. From time to time, requests for additions, deletions, or revisions to the Services or Base Rates may be made (collectively, the "Changes"). The Party that wishes to make a Change shall deliver to the other Party a modified Statement of Work ("SOW") or subsequent "Attachment A" to reflect the changes to this Agreement expressly agreed to by the parties. The Changes will take effect upon signature by both parties.

Section 3.2 School Health Services Requirements. Maxim will perform the screening for School Health Services Personnel who meet the criteria as indicated in Attachment "B" hereto.

Section 3.3 Related Services. Maxim will perform the screening for Related Services and Special Education Personnel who meet the criteria as indicated in Attachment "B" hereto.

Section 3.4 Special Education Services. Maxim will perform the screening Special Education Services Personnel who meet the criteria as indicated in Attachment "B" hereto.

Section 3.5 Maxim as Employer. Maxim acknowledges and agrees that its Personnel are employees and shall be treated as such and not as employees of Customer. Maxim agrees that it (i) is responsible for providing any wages or other benefits to its Personnel; (ii) will make all appropriate tax, social security, Medicare, and other withholding deductions and payments with respect to its Personnel; (iii) will provide workers' compensation insurance coverage for its Personnel; (iv) will make all appropriate unemployment tax payments with respect to its Personnel; and (v) will take any additional actions legally required to establish that the Personnel whose Services are provided under this Agreement are employees of Maxim.

Section 3.6 Availability of Personnel. The Parties agree that Maxim's duty to supply Personnel is subject to the availability of qualified Personnel. The failure of Maxim to provide Personnel shall not constitute a breach of this Agreement if the requested Personnel are not available. To the extent that Maxim is unable to provide the modality of Personnel requested by Customer, Maxim will provide Customer with a higher skilled Personnel. Maxim will bill Customer at that Personnel's fair market value rate for the modality provided.

ARTICLE IV. SCHOOL WORK SITE REQUIREMENTS AND OBLIGATIONS

Section 4.1 Plan Implementation. Customer is responsible for the Medical Services provided to its students. Customer will provide supervision of Personnel for Services provided to any student with a medical disability. Customer will make available to Maxim and any Personnel the applicable Plan(s), as requested. Customer shall provide student specific orientation for the requirements of the Plan(s). If the student requires school transportation, Customer shall assess whether the student's disability would allow for safe transport by Customer. Customer shall orient Maxim Personnel on the transportation and emergency protocol. Customer will make all determinations on Placement.

Section 4.2 Orientation and Evaluation. Customer will provide Personnel with orientation of Customer's policies, procedures and School Work Site specific training. Customer will provide School Work Site specific emergency protocol training for all student's with a medically related disability. Customer will perform evaluations of Personnel annually and provide documentation of the evaluation to Maxim. If Customer identifies area for improvement for any Personnel, Customer will collaborate with Maxim to provide additional recourses for training and orientation.

Section 4.3 Supplies. Customer will provide all necessary Supplies to Personnel in performance of this Agreement. Customer shall be responsible for disposing of all medical waste and biohazard produced by the Services and will comply with all applicable local, state, and federal rules, regulations, and laws governing such disposal.

Section 4.4 Float Policy. Subject to prior written notification, Customer may Float Personnel, if Personnel satisfies the Customer's requisite specialty qualifications. If Customer Floats Personnel, the Personnel must perform the duties of the revised assignment as if the revised assignment were the original assignment. Customer will provide the Personnel with additional orientation regarding the Float assignment as necessary. If Personnel Floats to a staff classification that has a lower Base Rate, then the Base Rate that was applicable to the original Personnel assignment remains the

applicable Base Rate despite the Float. If Personnel Floats to a staff classification that has a higher Base Rate, then the Base Rate that is applicable to the newly assigned staff classification is the applicable Base Rate for as long as the Personnel continues to work in that staff classification.

Section 4.5 Right to Dismiss. If at any time Customer, in its reasonable judgment, determines that the staffing Services provided any Personnel provided hereunder is inadequate, unsatisfactory or has failed to comply with Customer's rules, regulations, or policies, Customer shall immediately advise Maxim. Maxim will remove Personnel from Customer's School Work Site as requested. Customer will cooperate with Maxim and provide reasonable detail(s) for the dismissal. Customer will provide Maxim with any reports it provides to any governing oversight agency(ies) as a result of Maxim Personnel's conduct, including all drug screens conducted, results of peer review and/or documentation of Customer's investigation.

Section 4.6 Work Environment and OSHA. Customer will provide a clean and properly maintained workspace(s) for Maxim to conduct the Services that will enable Maxim to safely provide Services to student(s). Customer will provide furniture at its sole risk to include, but not limited to, tables and chairs, and allow Personnel reasonable access to telephones for business use. Maxim will not be responsible for the proper maintenance of any property supplied by Customer. Customer will orient Personnel to the specific exposure control plan(s), emergency action plan(s), and/or protocol(s) of the Customer as it pertains to all federal OSHA requirements and equivalent state agency requirements, directives, or standards, with respect to blood borne pathogens, other emergent matters, and any of the Customer's specific policies and procedures for safety, hazardous communications and/or operations instructions. Customer will be responsible for all OSHA recordkeeping, logging, and reporting responsibilities required by law pertinent to Services provided under this Agreement.

Section 4.7 Notification of Incidents and Claims. Customer agrees to notify Maxim of any incident involving Maxim Personnel within forty-eight (48) hours of its occurrence. Customer agrees to provide Maxim documentation of any investigation conducted. Maxim and Customer agree to notify each other in writing of any asserted claim relating to this Agreement within ten (10) days of either discovery of the occurrence upon which the claim may be based or learning of the claim. Indemnity to Customer shall not cover any claims or liabilities in which there is a failure to give the indemnifying party prompt notice of any incident within forty-eight (48) hours of its occurrence.

Section 4.8 Maxim Timeclock. The Parties acknowledge and agree that notwithstanding any Customer manuals, instructions, or other Customer policies, Maxim reserves the right to utilize Maxim Timeclock, a proprietary web-based timekeeping system, for the provision of Services and is not required and/or mandated to use paper-based timekeeping records, unless otherwise required by applicable law. Personnel will submit hours worked to Customer via Maxim Timeclock. Customer will be notified via electronic mail regarding the hours submitted and agrees to review and approve the submitted hours on a weekly basis, each Monday by noon local time. Customer approved hours will be utilized for the weekly payroll and billing. Any non-approved hours will be discussed between Customer and Maxim; notwithstanding this, Customer and Maxim agree to cooperate in good faith to ensure that all Personnel time is properly captured to ensure compliance with applicable local, state, and federal wage and hour laws.

ARTICLE V. CONVERSION OF PERSONNEL

Section 5.1 Non-Solicitation. For a period of twelve (12) months following the date on which any Personnel either: (i) interviewed with Customer for purposes of Customer qualifying a candidate

or applicant for a role or position or (ii) last worked a shift under this Agreement, or a subsequent Assignment through this Agreement, Customer agrees that it will take no steps to solicit, recruit, hire, or employ as its own employees, or as a contractor, those Personnel provided or introduced by Maxim during the term of this Agreement. Customer understands and agrees that Maxim is not an employment agency and that Personnel are assigned to the Customer to render temporary service(s) and are not assigned to become employed by the Customer. Customer further acknowledges and agrees that there is a substantial investment in business related costs incurred by Maxim in recruiting, onboarding, training, and employing Personnel, which necessarily includes recruiting, qualifying, credentialing, training, retaining, and supervising Personnel. In the event that Customer, or any Customer affiliate, subsidiary, department, division, School Work Site, or any other agent of Customer or agent acting on behalf of Customer solicits, hires, or employs any Personnel, Customer will be in material breach of this Agreement.

Section 5.2 Placement Fee. Notwithstanding this Article V, Customer may hire or contract with any Maxim Personnel provided by Maxim if Customer pays Maxim a placement fee equal to the greater of: five thousand dollars ($5,000) or the sum of thirty percent (30%) of such Personnel's annualized salary (calculated as Weekday Hourly Bill Rate x 1,440 Hours x 30%).

Section 5.3 Breach of Conversion of Personnel Section. In the event that Customer hires or contracts with any Personnel in accordance with the requirements set forth above but does not notify Maxim, the Placement Fee that applies is no less than 150% of that set forth above.

ARTICLE VI. INVOICING, PAYMENT, AND TAXES

Section 6.1 Invoicing. Maxim will supply Personnel under this Agreement at the rate(s) listed in the Attachment(s) to this Agreement. Maxim will submit invoices to Customer every week for Personnel provided to Customer during the preceding week. Customer Invoices shall be submitted to the following electronic mail address or by the applicable agreed upon Timecard Application.

Invoicing E-mail:
Invoicing Contact:
Invoicing Address:

Section 6.2 Payment. All amounts are due and payable within thirty (30) days from the date of invoice. Maxim's preferred payment is via electronic payment (EFT). If Customer is unable to pay electronically, Customer will send all payments to the address set forth on the invoice. If any portion of an amount billed by Maxim under this Agreement is subject to a good faith dispute between the Parties, Customer shall give written notice to Maxim of the amounts it disputes ("Disputed Amounts") upon the discovery of the billing dispute and include in such written notice the specific details and reasons for disputing each item. Written notice of a dispute must be provided within fourteen (14) days from date of invoice or the invoice amount is presumed to be valid. Customer shall pay by the due date all undisputed amounts, including, in the event of a billing rate dispute, the amount of the Services at the lower billing rate. Billing disputes shall be subject to the terms of Article XIII, Dispute Resolution.

Section 6.3 Late Payment. Payments not received within thirty (30) days from the applicable invoice date will accumulate interest, until paid, at the rate of one and one-half percent (1.5%) per month on the unpaid balance, equating to an annual percentage rate of eighteen percent (18%), or the maximum rate permitted by applicable law, whichever is less.

Section 6.4 Annual Rate Increases. Customer agrees to and accepts annual rate increases at the percentage listed on "Attachment A" of this Agreement.

Section 6.5 Customer Bankruptcy or Insolvency. Customer agrees that in the event Customer files bankruptcy, (i) to the extent Maxim pays the salary and other direct labor costs of Personnel it provides to Customer and such amounts incurred within one-hundred eighty (180) days prior to bankruptcy are not paid by Customer to Maxim prior to bankruptcy, and/or (ii) Customer is the assignee of claims held by such Personnel against Customer for such amounts incurred within one-hundred eighty (180) days prior to bankruptcy, then Maxim has a claim against Customer in bankruptcy for the amount of such salary and other direct labor costs, which is entitled to a priority under 11 U.S.C. §507(a)(4). All pre-bankruptcy conduct, including amounts due and actions related to payment that could be brought by Customer are released.

Section 6.6 Assurances. In the event Maxim in good faith becomes concerned about impending bankruptcy or other insolvency by Customer, the Parties agree that Maxim may request in writing from Customer a prepayment deposit in the amount equal to the average of two weeks of Services, which Maxim may apply to outstanding invoices in the event that Customer fails to timely pay such invoices. Customer agrees to provide the requested prepayment deposit within five (5) days. In the event that Maxim applies the prepayment deposit in accordance with this Section at such time that concern about Customer's impending insolvency remains, Customer agrees to replenish the prepayment deposit within five (5) days of receipt of written notice of its application.

Section 6.7 Transaction Taxes. Customer shall be responsible for any sales tax, gross receipts tax, excise tax or other state taxes applicable to the Services provided by Maxim. If Customer provides Maxim with a valid tax exemption certificate in accordance with local laws covering the Services provided by Maxim, Maxim will not collect Transaction Taxes.

ARTICLE VII. RELATIONSHIP OF THE PARTIES

Section 7.1 Independent Legal Entities. Maxim and Customer are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither Maxim nor Customer nor any of their respective agents or employees shall control or have any right to control the activities of the other Party in carrying out the terms of this Agreement.

Section 7.2 Use of Contractors. Maxim may utilize the services of Contractors if Customer (i) requests practitioners who are contracted with Maxim Physician Resources, LLC d/b/a Maxim Locum Tenens and Advanced Practitioners in accordance with Article IX hereof; or (ii) in the event Customer makes a request for an urgent volume of staff and the use of Contractors is necessary to meet the requirements under this Agreement. Maxim will ensure that any Contractor Personnel provided to Customer by a Contractor will comply with the Personnel Requirements set forth in Section 3.2 and timely perform Services under this Agreement.

Section 7.3 Conflict of Interest. By entering into this Agreement, the Parties agree that all conflicts of interest shall and have been disclosed to the other Party for review in accordance with that Party's policies and procedures. A conflict of interest occurs when a Customer employee or Personnel has professional or personal interests that compete with his/her/their ability to provide Services to or on behalf of Maxim or Customer. Such competing interests may make it difficult for the Customer employee or Personnel to fulfill his/her/their duties impartially.

ARTICLE VIII. ASSIGNMENT SERVICES

Section 8.1 Assignment Services. As part of the Services outlined herein, Maxim provides Assignment Services for a specific term and length of the time, and agrees to assign Assignment Personnel to work such specified assignments agreed to and confirmed in writing by the Parties, as set forth in "Attachment C." To the extent Assignment Personnel are utilized for such length and time the terms of Article VIII apply as indicated.

Section 8.2 Interviews. Maxim will provide Customer with Assignment Personnel candidate(s) available to provide Assignment Services, as applicable, and will provide all pertinent information requested by Customer for an interview. Customer has the opportunity and reserves the right to conduct a telephone interview with any Assignment Personnel prior to Assignment Services commencing. Maxim assumes no liability if said Assignment Personnel fail(s) to meet Customer's requirements. Additionally, Customer will not be relieved of paying Maxim the established fees set forth in this Agreement for said Assignment Services.

Section 8.3 Assignment Cancellation by Maxim. Maxim reserves the right to cancel the term of Assignment Personnel with written notification to Customer. Maxim will endeavor to provide a qualified replacement for cancelled Assignment Personnel within fourteen (14) days from the date of notification.

Section 8.4 Assignment Cancellation by Customer. Customer agrees to utilize Assignment Personnel for the specified period of time outlined in the "Attachment C" Assignment Confirmation. Should Customer staffing needs change and Customer wishes to cancel Assignment Personnel already being utilized on contract, Customer must give Maxim fourteen (14) days' notice before cancellation date. If Customer does not provide required notice, Customer will be required to pay Maxim a fee equal to: the sum of seventy-two (72) hours of such Assignment Personnel's rate subtracted by any hours worked by Assignment Personnel after notice is given (calculated as Assignment Bill Rate x 72 Hours - Hours Worked after cancelation notice).

Section 8.5 Assignment Confirmations. Each Assignment Services request will be confirmed in writing with the applicable Base Rate or Assignment Personnel Rate to be charged for Assignment Personnel to work a specific assignment set forth in Assignment Confirmations as "Attachment C." Hourly rates include reimbursement for ordinary and necessary travel expense for meals incurred by Assignment Personnel, as accounted for on the invoice or periodic statement, where Customer is acknowledged to be subject to limitation on deduction under IRC § 274 and related regulations. As needed, Customer should request information beyond the accounting provided to comply with their obligation(s). If there is any conflict between this Agreement and any Assignment Confirmation(s) and/or Attachment(s), the terms of the Assignment Confirmation(s) will govern.

Section 8.6 Assignment Confirmation Delivery. Assignment Confirmations will be sent via electronic mail, or other means as agreed upon by the Customer and Maxim. In the event that Customer fails to respond to the Assignment Confirmation within forty-eight (48) hours, the Customer will be deemed to have accepted the terms in said Assignment Confirmation and Customer will assume responsibility for any applicable payment terms as outlined in the Assignment Confirmation. Should a dispute arise, the Assignment Confirmation shall supersede any and all prior oral and written understandings.

ARTICLE IX. ADDITIONAL SERVICES

Section 9.1 Locum Tenens Coverage. Should Customer request Locum Tenens providers from Maxim, the Parties shall enter into a separate Agreement or Statement of Work for Locum Tenens coverage.

Section 9.2 Assignment or Subcontracting. Maxim can assign or subcontract this Agreement with written notice to Customer for the purpose of providing additional Contractors, Personnel for fulfilling the requirements of this Agreement, or to provide a workforce management solution by its subsidiary, Sunburst Workforce Advisors, LLC to Customer. Should Customer request utilization of a workforce solution, the Parties shall enter into a separate Service Agreement with Maxim's Subsidiary, Sunburst Workforce Advisors, LLC. The terms set forth in the separate Service Agreement will govern use of the workforce solution.

ARTICLE X. INSURANCE

Section 10.1 Maxim Insurance. Maxim will maintain (at its sole expense), or require the Contractors it utilizes under this Agreement to maintain, valid policies of insurance evidencing general and professional liability coverage of not less than $1,000,000 per occurrence and $3,000,000 in the aggregate, covering temporary staffing Services provided by Personnel. Maxim will provide a certificate of insurance evidencing such coverage upon written request by Customer.

Section 10.2 Customer Insurance. Customer will maintain at its sole expense valid policies of general and professional liability insurance with minimum limits of $1,000,000 per occurrence and $3,000,000 annual aggregate. Customer will give Maxim prompt written notice of any material change in Customer coverage. Customer shall name Maxim as an additional insured on its general liability policy.

ARTICLE XI. INDEMNIFICATION

Section 11.1 Indemnification by Maxim. Maxim agrees, at its own expense, to indemnify, defend, and hold harmless Customer and its parent, subsidiaries, Affiliates, directors, officers, employees, and agents against any and all third-party losses, liabilities, judgments, awards, and costs (including reasonable attorneys' fees and expenses) to the extent arising out of or relating to:

(a) bodily injury (including death) or any real or tangible property loss or damage as a direct result of Maxim's employees' negligent acts or omissions in the performance of Services under this Agreement; or

(b) any breach by Maxim of Section 3.2 or Section 3.3.

Section 11.2 Indemnification by Customer – Customer agrees, at its own expense, to indemnify, defend, and hold harmless Maxim and its parent, subsidiaries, affiliates, directors, officers, employees, and agents against any and all third-party losses, liabilities, judgments, awards, and costs (including reasonable attorneys' fees and expenses) to the extent arising out of or relating to:

(a) bodily injury (including death) or any real or tangible property loss or damage as a direct result of Customer's employees' negligent acts or omissions in the performance of Services under this Agreement; or

(b) any Transaction Taxes levied, assessed, or imposed by any taxing authority as a result of, or in connection with this Agreement, whatever the source and regardless of whether invoiced to or remitted by Customer.

Section 11.3 Indemnification Procedures – The Party seeking indemnification under this Article XI (the "**Indemnified Party**") shall notify the other Party (the "**Indemnifying Party**") promptly after the Indemnified Party receives notice of a claim for which indemnification is sought under this Agreement; provided, however, that no failure to so notify the Indemnifying Party shall relieve the Indemnifying Party of its obligations under this Agreement except to the extent that it can demonstrate damages directly attributable to such failure. To the extent permitted by law, the Indemnifying Party shall have authority to defend or settle the claim; provided, however, that the Indemnified Party, at its sole discretion and expense, shall have the right to participate in the defense and/or settlement of the claim, and provided further, that the Indemnifying Party shall not settle any such claim imposing any liability or other obligation on the Indemnified Party without the Indemnified Party's prior written consent.

ARTICLE XII. LIMITATION OF LIABILITY

Section 12.1 Limitation on Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, RELIANCE OR SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, OR LOSS OF DATA IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Section 12.2 Cap on Damages. THE TOTAL AGGREGATE LIABILITY OF EACH PARTY TO THE OTHER PARTY FOR DAMAGES UNDER THIS AGREEMENT OR OTHERWISE SHALL NOT EXCEED THE SUM OF ALL FEES PAID OR PAYABLE TO MAXIM BY CUSTOMER UNDER EITHER THE APPLICABLE STATEMENT OF WORK OR FOR SERVICES RENDERED DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE MONTH IN WHICH SUCH LIABILITY AROSE, WHICHEVER IS LESS. MULTIPLE CLAIMS UNDER THIS AGREEMENT OR THIS AGREEMENT WILL NOT ENLARGE THIS LIMIT. THIS LIMITATION OF LIABILITY SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY EXCLUSIVE REMEDY HEREIN.

ARTICLE XIII. DISPUTE RESOLUTION

Section 13.1 Dispute Resolution. Except as otherwise provided in this Agreement, any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiation between the Parties.

Section 13.2 Dispute Resolution Process. To initiate such negotiation, a Party must provide to the other Party written notice of the dispute that includes both a detailed description of the dispute or alleged nonperformance and the name of an individual who will serve as the initiating Party's representative in the negotiation. The other Party shall have ten (10) business days to designate its

own representative in the negotiation. The Parties' representatives shall meet at least once within forty-five (45) days after the date of the initiating Party's written notice in an attempt to reach a good faith resolution of the dispute. Upon agreement, the Parties' representatives may utilize other alternative dispute resolution procedures such as private mediation to assist in the negotiations.

Section 13.3 Inability to Resolve. If the Parties have been unable to resolve the dispute within forty-five (45) days of the date of the initiating Party's written notice, either Party may pursue any remedies available to it under this Agreement, at law, in equity, or otherwise, including, but not limited to, instituting an appropriate proceeding before a court of competent jurisdiction.

ARTICLE XIV. CONFIDENTIALITY AND USAGE OF DATA

Section 14.1 Confidentiality.

A. Maxim/Customer Information. Subject to applicable intellectual property federal law(s), the Parties recognize and acknowledge that, by virtue of entering into this Agreement and providing Services hereunder, the Parties will have access to certain information of the other Party that is confidential and constitutes valuable, special, and unique property of the Party, and may be classified as trade secret or proprietary information. Each of the Parties agree that neither it nor its staff shall, at any time either during or subsequent to the term of this Agreement, disclose to others, use, copy, or permit to be copied, except pursuant to its duties for or on behalf of the other Party, any secret or confidential information of the Party, including, without limitation, information with respect to the Party's customers, cost structure, and/or business strategy or business methods at any time used, developed, or made by the Party during the term of this Agreement and that is not available to the public, without the other Party's prior written consent.

B. Disclosure of Maxim/ Customer Partnership. From time to time, Maxim lists or mentions its customers in its marketing, communication, and business initiatives barring any restrictions and obligations as set forth in Section 14.1(C) and/or Section 14.2 of this Agreement. Customer agrees that Maxim may disclose the partnership between Maxim and Customer, and use Customer's name for such marketing, communication, and business purposes and initiatives. The Parties will make all commercially reasonable efforts to facilitate and coordinate press announcements, press releases, and other joint-marketing efforts related to this Agreement and the Maxim/Customer partnership. If either Party reasonably objects to use or disclosure of said partnership in such initiative(s), the other Party may ask the Party that developed the marketing or promotional content to edit or adjust such materials, and such Party will not unreasonably disagree.

C. Student Information: In the event that Maxim receives student information, including student financial or medical information, Maxim shall not disclose any individual student records, including student financial or medical information for which Services are provided under this Agreement to any third-party, except where permitted or required by law or where such disclosure is expressly approved by Customer, Maxim, and if required, student in writing. Further, each Party and its employees shall comply with the other Party's policies and obligations. Maxim may maintain and use Student Education Records to perform the Services under this Agreement and may disclose de-identified data to third parties in performance of services under this Agreement. If Maxim is provided access to students' records, Maxim shall limit its personnel's access to the records to those persons for whom access is essential to the performance of the Services under this Agreement. Maxim shall, at all times and in all respects, comply with the terms of the Family Rights and Privacy Act of 1974, as amended. Maxim reserves the right to retain any Student Education Records for the length of time necessary to meet Maxim's contractual and legal commitments.

D. The obligations set forth in this Article XIV shall survive the termination of this Agreement.

Section 14.2 Data Security. Customer will be responsible for establishing and overseeing all access, maintenance, and transmission of Customer and Student data and information, including privacy and security measures required under Law, which may further be needed to maintain and protect the security of all computer systems, networks, and/or data related to the services under this Agreement. Customer will be responsible for providing all education and training to Personnel as it relates to Customer's privacy and security measures and processes, including, without limitation the Customer's processes and expectations for collecting, storing, securing, and transferring Customer or Student data and information accessed, collected, and maintained under this Agreement.

Customer acknowledges and understands and agrees that no Personally identifiable information ("PII") or Protected Health Information ("PHI") PHI will be relayed, transmitted, or otherwise provided to or stored by Maxim or Maxim Personnel, unless necessary to be provided in performance of Services under this Agreement. Customer further acknowledges that it will provide Maxim with deidentified data, whenever possible, including removal of direct identifiers. Customer shall indemnify and hold harmless Maxim, its directors, officers, shareholders, employees, and agents from and against any and all claims, losses, liabilities, costs and other expenses resulting from, or relating to, the negligent handling of PII or PHI, including the unauthorized use, access, or disclosure by Customer, its employees, agents, and subcontractors.

Section 14.3 Aggregate Statistical Usage. Customer acknowledges and agrees that Maxim will collect data related to the performance of the Services for the purposes of aggregation and the creation of a centralized benchmarking mechanism. Notwithstanding anything to the contrary in this Agreement, Customer acknowledges and agrees that Maxim shall have a perpetual right to collect, use, and disclose the data collected relating to the Services and derived from Customer's use of Maxim, Maxim Personnel, and Contractors affiliated with Maxim under this Agreement for the analysis, benchmarking, analytics, marketing, or other business purposes as long as all data collected is done in an anonymized aggregated manner, with Customer's data aggregated with data of other Maxim customers, so as to be non-specific to any individual Customer.

ARTICLE XV. TERMINATION

Section 15.1. Termination for Convenience. Either Party may terminate this Agreement for any reason by providing at least thirty (30) days advance written notice of the termination date to the other Party.

Section 15.2 Termination for Cause. If payment default occurs, Maxim may terminate this Agreement upon seven (7) days advance written notice of the termination date to Customer.

Section 15.3 Post Termination Obligations. Termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination.

ARTICLE XVI. GENERAL TERMS

Section 16.1 Non-discrimination. Neither Maxim nor Customer will discriminate on the basis of race, color, religion, creed, national origin or ancestry, ethnicity, sex (including gender, pregnancy, sexual orientation, and gender identity), age, physical or mental disability, citizenship, past, current,

or prospective service in the uniformed Services, genetic information, or any other characteristic protected under applicable federal, state, or local law.

Section 16.2 Compliance with Laws. Maxim agrees that all Services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and/or local rules and regulations. In the event that applicable federal, state, or local laws and regulations or applicable accrediting body standards are modified, Maxim reserves the right to notify Customer in writing of any modifications to the Agreement in order to remain in compliance with such law, rule, or regulation.

Section 16.3 Governing Law, Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of Maryland, without regard to its principles of conflict of laws. Any dispute or claim from this Agreement shall be resolved exclusively in the federal and state courts of the State of Maryland and the parties hereby irrevocably submit to the personal jurisdiction of said courts and waive all defenses thereto.

Section 16.4 Assignment of Agreement. Customer may not assign this Agreement without the prior written consent of Maxim, and such consent will not be unreasonably withheld. Maxim may assign this Agreement without consent and/or notice for assignment to either: (i) an entity owned by or under common control with assignor, (ii) in connection with any acquisition of all of the assets or capital stock of Maxim, and/or (iii) a name change by Maxim.

Section 16.5 Attorneys' Fees. In the event either Party is required to obtain legal assistance (including in-house counsel) to enforce its rights under this Agreement, or to collect any monies due to such Party for Services provided, the prevailing Party shall be entitled to receive from the other Party, in addition to all other sums due, reasonable attorney's fees, court costs, and expenses, if any, incurred enforcing its rights and/or collecting its monies, including any fees and costs incurred on an appeal.

Section 16.6 Notices. Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either Party may change the address to which notices are sent by sending written notice of such change of address to the other Party.

Alum Rock Union School District
2930 Gay Ave.,San Jose,
California 95127
ATTN: Cynthia Duran

Maxim Healthcare Staffing Services, Inc.
7227 Lee DeForest Drive
Columbia, MD 21046
ATTN: Contracts Department

COPY TO:
Maxim Healthcare Staffing Services, Inc.
631 River Oaks Parkway, San Jose, CA,
95134, United States of America
ATTN: Justina Del Carlo

Section 16.7 Headings. The headings of sections and subsections of this Agreement are solely for reference only and will neither affect nor control the meaning or interpretation of this Agreement.

Section 16.8 Merger. This Agreement constitutes the entire contract between Customer and Maxim regarding the Services to be provided hereunder. Any agreements, promises, negotiations,

or representations not expressly set forth in this Agreement are of no force or effect. All terms of a later signed Agreement will supersede a prior signed Agreement. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original, but all of which shall constitute one and the same document.

Section 16.9 Amendment. No changes and/or amendments to this Agreement will be effective unless made in writing and signed by duly authorized representatives of both Parties except as provided in Section 3.1(a), Section 16.2, and Attachment(s).

Section 16.10 Severability. In the event that one or more provision(s) of this Agreement is deemed invalid, unlawful, and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.

Customer and Maxim have acknowledged their understanding of and agreement to the mutual promises written above by executing and delivering this Agreement as of the date set forth

ALUM ROCK UNION SCHOOL DISTRICT:	MAXIM HEALTHCARE STAFFING SERVICES, INC.:
	F.ugokwe
Signature of Authorized Representative	Signature of Authorized Representative
Dr. Hilaria Bauer, Superintendent	Florence Ugokwe Assistant Controller
Printed Name & Title	Printed Name & Title
	05 / 19 / 2023
Date	Date

ATTACHMENT "A"
CUSTOMER REQUESTED PERSONNEL AND RATES - April 19, 2023

School Work Site. This "Attachment A" shall apply to the following School Work Site(s):

Work Site Name	Address	Work Site Contact

Base Rates. Base Rates for the following positions shall apply. Where Base Rate on "Attachment C" is differing, "Attachment C" shall control.

Positions	Rate Type (per hour)	Rate $ (per hour)
ES - LPN School | School - ST	Regular Rate Group	$65.00
ES - RN School | School - ST	Regular Rate Group	$90.00
ES - RN School Credentialed | School - ST	Regular Rate Group	$130-$150

Annual Rate Increase. Effective on the Agreement renewal date and every year thereafter, base rates for all modalities listed above will be increased by three percent (3%) of Base Rate(s).

Weekend. Weekend rates will apply to shifts beginning at 11:00 p.m. on Friday and will apply through shifts ending at 7:00 a.m. on Monday.

Orientation. Base Rate(s) will be billed for all time spent in required Customer orientation.

Overtime. Overtime Rates are charged for all hours worked in excess of forty (40) per week or according to applicable state law. The overtime rate is a one and one-half times (1.5x) multiplier of the Base Rate for such hours, unless applicable state law requires a different multiplier.

Holidays. Holiday Rates will apply to shifts beginning at 11:00 p.m. the night before the holiday through 11:00 p.m. the night of the holiday. The Holiday rate is a one and one-half times (1.5x) multiplier of the Base Rate for the following holidays:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Changes. Pursuant to Section 3.1(c) of the Agreement, the Parties agree that Changes may be made to "Attachment A" by execution of subsequent "Attachment A" document(s).

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11.02

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: May 19, 2023

Subject: **Imagine Learning LLC: Licenses and Professional Development**

Staff Analysis: Imagine Learning will provide all TK-2nd grade students with language, literacy and math licenses. Professional development will also be provided to ensure that teachers have the best practices for the implementation of the program.

Recommendation: Staff recommends the Board of Trustees approve the contract with Imagine Learning LLC for the 23-24 school year and the Extended Year Program (EYP) in the amount of $477,000.00.

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

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

To the Board of Trustees: Meeting: June 22, 2023
Regular Board Meeting

Recommend Approval

11.02
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

DocuSign Envelope ID: 947980C7-3419-4D8F-9004-67BAB568BC36

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Academic Services (School/Dept.) VENDOR NO. _____

Submitted by: Dr. Tara Bickford

☑ **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: Imagine Learning LLC

   Address: 8860 E Chaparral Road, Suite 100 City: Scottsdale State: AZ Zip: 85250

   Phone: (877) 725 - 4257 Email Address: ferrari.garcia@imaginelearning.com

   SSN: _____ or Fed I.D. #: 45-1565841

   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 July 31, 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").

   Imagine Learning will provide all TK-2nd grade students with language, literacy and math licences. Professional development will also be provided to ensure teachers have the best practices for the implementation of the program.

4. **COMPENSATION:** District agrees to pay Contractor for services satisfactorily rendered pursuant to this Agreement. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by District within thirty (30) days after Contractor submits an invoice to District for Services actually completed or the portion of the Services for which payment is to be made. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District.

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

   ✓ b. **Other:** $477,000.00 (describe rate agreement) _____

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
060	3218	0	5815	00	1110	1000	010110	360	7390	$477,000.00	

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.

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

imagine learning

Price Quote

8860 E. Chaparral Rd
Suite 100
Scottsdale, AZ 85250
877-725-4257

Date	5/18/2023
Quote No.	277864
Acct. No.	03:al:CA:12214897
Total	$477,000.00
Pricing Expires	10/31/2023

Alum Rock Union School District
2930 Gay Ave
San Jose CA 95127-2398

L&L and IM 23-24 Lower Grade Levels K-2

Payment Schedule	Contract Start	Contract End
Net 30	8/1/2023	7/31/2024

Site	Description	Comment	End Date	Per Unit	Qty	Amount
1. Alum Rock Union Elementary School Dist						
	Imagine Fluent Reader+ Reusable License Add-on (Available Fall 2022)		07/31/2024	$0.00	2200	$0.00
	Imagine Language & Literacy Reusable License		07/31/2024	$155.00	2200	$341,000.00
	Imagine Math Reusable License		07/31/2024	$50.00	2200	$110,000.00
	Integration Clever Sync (User provisioning and SSO via Clever for IL Lang & Lit)		07/31/2024	$0.00	1	$0.00
	Integration Clever Sync (User provisioning and SSO via Clever for Imagine Math)		07/31/2024	$0.00	1	$0.00
	Professional Development Comprehensive Webinar Package - IL Math/L&L/EspaÃ±ol/ Lectura - up to 40 educators. Package includes 8 sessions of customer's choice delivered virtually.		07/31/2024	$6,000.00	2	$12,000.00
	Professional Development Onsite Day		07/31/2024	$3,500.00	4	$14,000.00

Imagine Learning will audit enrollment count throughout the year. If more enrollments are found to be in use than purchased, Imagine Learning will invoice the customer for the additional usage.

This quote is subject to Imagine Learning LLC Standard Terms and Conditions ("Terms and Conditions"). These Terms and Conditions are available at https://www.imaginelearning.com/standard-terms-and-conditions, may change without notice and are incorporated by this reference. By signing this quote or by submitting a purchase order or form purchasing document, Customer explicitly agrees to these Terms and Conditions resulting in a legally binding agreement. To the fullest extent permitted under applicable law, all pricing information contained in this quote is confidential, and may not be shared with third parties without Imagine Learning's written consent.'

Signature:
Print Name: Dr. Hilaria Bauer
Title: Superintendent
Date:

Imagine Learning Representative

Ferrari Garcia (He/Him)
Account Executive - California
559.767.0224 Mobile
Ferrari.Garcia@imaginelearning.com

Not valid unless accompanied by a purchase order. Please specify a shipping address if applicable. Please e-mail this quote, the purchase order and order documentation to AR@imaginelearning.com or fax to 480-423-0213.

imagine learning

Price Quote

8860 E. Chaparral Rd
Suite 100
Scottsdale, AZ 85250
877-725-4257

Date	5/18/2023
Quote No.	277864
Acct. No.	03:al:CA:12214897
Total	$477,000.00
Pricing Expires	10/31/2023

Site	Description	Comment	End Date	Per Unit	Qty	Amount
1. Adelante Dual Language Academy I						
2. Adelante Dual Language Academy II						
3. A J Dorsa Elementary School						
4. Aptitud Community Academy at Goss						
5. Ben Painter Elementary School						
6. Cesar Chavez Elementary School						
7. Donald J Meyer Elementary School						
8. Horace Cureton Elementary School						
9. Linda Vista Elementary School						
10. L U C H A Elementary School						
11. Lyndale Elementary School						
12. Millard McCollam Elementary School						
13. O S Hubbard Media Arts Academy						
14. Russo-McEntee Academy						
15. San Antonio Elementary School						
16. Sylvia Cassell Elementary School						
17. Thomas Ryan Steam Academy						
18. William L Sheppard Middle School						
	Imagine ELA District Pool Access		07/31/2024	$0.00	18	$0.00
	Imagine Math District Pool Access Reusable Enrollment		07/31/2024	$0.00	18	$0.00

Subtotal	$477,000.00
Total	$477,000.00

8860 E. Chaparral Rd., Ste 100, Scottsdale, AZ 85250 877-725-4257 Fax: 480-423-0213 www.imaginelearning.com

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

M.03

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: May 18, 2023

Subject: **Curriculum Associates LLC**

Staff Analysis: Curriculum Associates LLC will provide an EL program management platform that organizes all EL student data, supports critical meeting and monitoring processes, enables accurate reporting, and supports instructional planning for multilingual students. Professional development will also be provided.

Recommendation: Staff recommends the Board of Trustees approve the contract with Curriculum Associates for the 23-24 school year in the amount of $ 122,288.60

Submitted by: Maria Martinez MM Title: Multilingual Programs, Academic Services

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

To the Board of Trustees: Meeting: June 22, 2023
Regular Board Meeting

Recommend Approval

M.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 FOR SERVICES

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

FROM: Academic Services (School/Dept.) VENDOR NO. _____

Submitted by: Maria Martinez

☑ **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: Curriculum Associates, LLC

Address: 153 Rangeway Road City: N. Billerica State: MA Zip: 01862

Phone: (781) 208 - 2852 Email Address: gabriela.volle@ellevationeducation.com

SSN: _____ or Fed I.D. #: 26-3954988

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").

Curriculum Associates LLC will provide an EL program management platform that organizes all EL student data, supports critical meeting and monitoring processes, enables accurate reporting, and supports instructional planning for multilingual students. Professional development will also be provided.

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:** $122,288.60 (describe rate agreement) _____

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
060	4203	0	5815	00	4760	1000	000000	305	1521	$122,288.60	

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

Curriculum Associates, LLC Price Quote - Q-35671

Version: 1
Quote Date: 4/25/2023
Quote Expiration Date: 7/31/2023

This price quote from Curriculum Associates, LLC having an address at 153 Rangeway Road, North Billerica, MA 01862 ("Company") has been prepared for the Customer Name identified as "Customer" below. Customer's use of Ellevation subscriptions shall be subject to the Ellevation Terms and Conditions of Use, which can be found at https://ellevationeducation.com/platform-legal-notices.

Company:	Curriculum Associates, LLC	Customer:	Alum Rock Union Elementary School District, CA
Representative:	Gabriela Volle	Contact Name:	Sandra Garcia
Email:	gabriela.volle@ellevationeducation.com	Email:	sandra.garcia@arusd.org
Phone:	617-307-5755	Phone:	(408) 928-6935
Address:	153 Rangeway Road, North Billerica, MA 01862	Address:	2930 Gay Avenue, San Jose,CA 95127
Start Date:	7/1/2023	End Date:	6/30/2024

Subscription Fees

Product	Quantity	Unit Price	Total Fees
Ellevation (CA)	3,347	$12.00	$40,164.00
Ellevation Math (per School) - DCP Alum Rock Middle School	1	$6,000.00	$6,000.00
Ellevation Math (per School) - Clyde L. Fischer Middle	1	$6,000.00	$6,000.00
Ellevation Math (per School) - Joseph George Middle	1	$6,000.00	$6,000.00
Ellevation Math (per School) - Lee Mathson Middle	1	$6,000.00	$6,000.00
Ellevation Math (per School) - Ocala Middle	1	$6,000.00	$6,000.00
Ellevation Math (per School) - William Sheppard Middle	1	$6,000.00	$6,000.00
Ellevation Math (per School) - Aptitud Community Academy at Goss	1	$6,000.00	$6,000.00
Ellevation Math (per School) - O. S. Hubbard Elementary	1	$6,000.00	$6,000.00
Ellevation Math (per School) - Adelante Dual Language Academy II	1	$6,000.00	$6,000.00
		Subscription Total:	$94,164.00

Services Fees

Product	Quantity	Unit Price	Discount	Total Fees
Ellevation Data/Implementation	1	$6,024.60		$6,024.60
Ellevation Math Data/Implementation	1	$8,100.00		$8,100.00
Online Webinar Training - 1 Hr (Platform)	2	$1,000.00		$2,000.00
Online Training - 3 Hr (Platform)	3	$2,000.00		$6,000.00
In-Person Training	1	$4,000.00		$4,000.00

To place an order - Please submit this quote with your purchase order to your Ellevation Sales Rep at: gabriela.volle@ellevationeducation.com

Product	Quantity	Unit Price	Discount	Total Fees
Online Training - 1 Hr (Math)	4	$1,000.00	3 Quantity	$1,000.00
In-Person Training - 1 Hr (Math)	2	$1,000.00	1 Quantity	$1,000.00

Services Savings:	$4,000.00
Services Total:	$28,124.60

Total Investment - Q-35671

Savings Total:	$4,000.00
Grand Total:	$122,288.60

Invoicing Schedule: Up Front, In Full Payment Term: Net 30 Contract Term: 12

- Account Number: 4418064408 | Account Name: Curriculum Associates, LLC
- Bank Name: Wells Fargo Bank - San Francisco, CA
- ABA Routing: 121000248
- Tax ID: 26-3954988

To the extent your purchase is subject to sales tax, tax will be applied at final invoicing. If tax exempt, please submit valid exemption certificate with PO and quote in order to avoid processing delays. Exemption certificates can also be submitted to exempt@cainc.com.

To place an order - Please submit this quote with your purchase order
to your Ellevation Sales Rep at: gabriela.volle@ellevationeducation.com

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: May 22, 2023

Subject: **AchieveKids**

Staff Analysis: AchieveKids is a certified, highly specialized nonpublic school that provides individualized instruction & behavior support services to autistic or severe behaviorally disordered students. We have (1) student attending AchieveKids at this time. Due to the severity of their disability, a nonpublic school placement is required.

Recommendation: Staff recommends that the Board of Trustees approve the contract with AchieveKids for the 2023-2024 school year in the amount of $103,932.

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

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

To the Board of Trustees:

Recommend Approval

11.04
Agenda Placement

Meeting: June 22, 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

Request for Contracted Services

To: **BUSINESS OFFICE** Contract No.: _____ Vendor No.: 10558

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

- [✓] **MOU** (negotiated Agreement)
- [ ] Exhibit B & C (Fingerprinting and TB Test)
- [ ] **MASTER CONTRACT PARTICIPATION**
- [ ] Scope of Work/Proposal

Note: All Contracts over $5,000 require pre-approval.

** Use Independent Contractor Agreement (PUR-116) for unincorporated individuals or in the absent of negotiated agreement.*

Name of Individual/Company: AchieveKids

Address: 3860 Middlefield Rd. City: Palo Alto State: CA Zip: 94303

Phone: ( ) Email:

SSN: Fed I.D. #: 77-0412221

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.)

AchieveKids is a certified, highly specialized nonpublic school that provides individualized instruction & behavior support services to autistic or severe behaviorally disordered students. Due to the severity of their disability, a nonpublic school placement is required.

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

X a. **Fee Rate:** $386.00 per day Not to Exceed 217 days of services.

X b. **Other:** $83,762 + 2,170 = 103,932

Describe other related costs: Counseling, Behavioral Services and breakfast/lunch

BUDGET CODE: 080-6500-0-5100-00-5750-1120 _____ Accountant Initials

000000-380-1820 _____ Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: 5/22/23

Director of Fiscal Services: _____ Date: _____

Asst. Supt., of Business Services: _____ Date: _____

Superintendent: _____ Date: _____

SANTA CLARA COUNTY SELPAs

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN

(Education Code Sections 56365 et seq.)

This agreement is effective on July 1st, 2023 or the date the student begins attending a Non-public school and / or receiving services from Non-public agency. The agreement terminates at 5:00 pm on June 30, 2024,unless terminated earlier in accordance with the terms of the Master Contract and applicable law.

NAME OF LOCAL EDUCATION AGENCY ("LEA"): Alum rock

ADDRESS OF LOCAL EDUCATION AGENCY ("LEA"): 2930 Gay Avenue, San Jose CA 95127

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

ADDRESS OF NONPUBLIC SCHOOL/ AGENCY ("NPS/NPA"): 3860 Middlefield Road, Palo Alto, CA 94303

PUPIL NAME: _____ (Last) _____ (First) ___ (Middle) GENDER [X] M [ ] F

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

PUPIL TELEPHONE NUMBER _____ DOB _____

PUPIL ID/SS NUMBER: _____ GRADE _____

RESIDENTIAL SETTING: [X] HOME [ ] JCS [ ] FOSTER/LCI NAME: _____

[ ] OTHER _____

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

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

CONTRACT TERMS:

1 The Contractor will implement all elements of the Master Contract.

Master Contract approved by the governing board _____.

2 CONTRACTOR will provide written progress reports to the Office of Special Education before October 2023, January 2024, March 2024, June 2024

3 Other Provisions (provide attachments as necessary):

Meal mandate - $10 per day for breakfast and lunch

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL / AGENCY SERVICES

(Education Code Sections 56365, et seq.)

PUPIL NAME _____ (Last) _____ (First) _____ (Middle)

A. BASIC EDUCATION PROGRAM (Applies to NPS only)

Number of days 217 X Per Diem $386.00 = TOTAL BASIC EDUCATION COSTS (A) $ 83,762.00

(Include extended school year days as appropriate to the pupil's IEP.)

B. RELATED SERVICES:

	SERVICE PROVIDER			TOTAL MINUTES PER WEEK OR SESSION	COST PER SESSION					MAX TOTAL COST FOR CONTRACT PERIOD
	Freq	Duration	Start Date		HOURLY	DAILY	WEEKLY	INDIV	GROUP	
1 Aide Support										
2 Counseling										
a Individual	1 x wkly			30mins	$206.00					$4,635.00
b Group	2 x wkly			60mins	$103.00					$4,635.00
c Family										
3 OT										
a Individual										
b Consult										
5 Speech /Language										
a Individual										
b Group										
c Consult										
6 Transportation										
9 Behavioral Service	wkly			wkly			$194.00			$8,730.00
10 Breakfast/Lunch	daily					$10.00				$2,170.00

MAXIMUM TOTAL RELATED SERVICES COST (B) **$20,170.00**

MAXIMUM TOTAL BASIC EDUCATION AND RELATED SERVICES COSTS (A+B) **$103,932.00**

All terms and conditions of the current Master Contract for NPS / NPA Service(s) previously executed by the parties hereto, are incorporated herein by reference. The CONTRACTOR will implement the IEP in accordance with this ISA and the Master Contract, and will request an IEP review prior to any change in the service(s).

The parties hereto have executed this contract by and through their duly authorized agents or representatives. This contract is effective on July 1, 2023 and terminates at 5:00 p.m. on June 30, 2024 unless sooner terminated as provided herein.

LEA Date: _____

Signature

Victoria Bauer Ph.D., Superintendent

Type or Print Name

Alum Rock Elementary School District

Name of LEA

2930 Gay Avenue

Mailing Address

San Jose, CA 95127

City, State, Zip Code

CONTRACTOR DocuSigned by: Date: 5/19/2023

Sadie Randle

75E6E3D227694CE...

Signature

Sadie Randle, Director of Education

Type or Print Name

AchieveKids

Name of NPS/NPA

3860 Middlefield Road

Mailing Address

Palo Alto, CA 94303

City, State, Zip Code

AchieveKids Rate Sheet
FY 2023-2024

Basic Education Program	$386.00	per day
One on one aide	$132.00	per day
Behavior Intervention Services	$194.00	Weekly
Language / Speech Therapy		
Individual	$103.00	per 1/2 hour
Group	$51.50	per 1/2 hour
Consultation and / or assessment	$103.00	per 1/2 hour
Mental Health Counseling		
Individual	$103.00	per 1/2 hour
Group	$51.50	per 1/2 hour
Parent Counseling	$103.00	per 1/2 hour
Consultation and / or Assessment	$103.00	per 1/2 hour
Occupational Therapy		
Individual	$103.00	per 1/2 hour
Group	$51.50	per 1/2 hour
Consult	$103.00	per 1/2 hour
Transportation – Both Ways	$119.00	per day
One Way	$59.50	per day
Breakfast/Lunch	$10.00	per day
Vocational Services	$146.00	per week

1201

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 10, 2023

Subject: **Delta Flex Travelers**

Staff Analysis: Delta Flex will provide a speech therapist to provide to Alum Rock District students speech related services and ACC assessments. Services will take place on days school is in session during the 2022-2023 school year.

Recommendation: Staff recommends that the Board of Trustees approve the contract increase with Delta Flex in the amount of $35,000 for the 2022-2023 school year. Total contracted amount $186,200.

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

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

To the Board of Trustees: Meeting: June 22, 2023
Regular Board Meeting

Recommend Approval

1201
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

PURCHASE ORDER / CONTRACT CHARGE ORDER (POCO)

P.O. No. _____ Contract No. 237023 Contract Original Amount: $151,200

Vendor Name: Delta Flex Travelers Vendor No. 300720

Please check:

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

CONTRACTS ONLY

Change Orders:

Contracts Original Amount	$151,200
Change Order #: 1	$+35,000
Change Order #: _____	$_____
Change Order #: _____	$_____
New Contract Total (including Change Orders)	$186,200

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	PRG. TITLE	BUS. OFC
080	0000	0	5815	00	5750	1120	000000	380	1820	+35,000		
	0000	0		00			000000					

Reason for Adjustment:
Additional ACC assessments for the 2022-2023 school year.

School/Dept.: Special Education Requested by: LeAnne Depew

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

_____ Program Manager

_____ Purchasing Manager

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

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

12.02

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Superintendent of Schools: Date: June 8, 2023

Subject: Ripcord Inc.

Staff Analysis: Staff seeks to extend the existing contract with Ripcord Inc. to increase the estimated number of documents digitized by 2 million. This will bring the total number of records to be digitized to 3 million.

Recommendation: Staff recommends the Board of Trustees approve the extension of the contract with Ripcord to digitize 2 million additional documents. The total contract extension amount of $255,600 will be in addition to the original contract of $162,050 for 1 million records paid over the next two years for a total of $417,650.

Submitted by: Brett Littrell Title: Chief Technology Officer

Approved by: Kolvira Cheeng Title: Assistant Superintendent of Business

To the Board of Trustees: Meeting: June 22, 2023

Recommended Approval

12.02
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

PURCHASE ORDER / CONTRACT CHANGE ORDER (POCO)

P.O. No. 236065 Contract No. 236065 Contract Original Amount: $162,050

Vendor Name: RIPCORD INC Vendor No. 300828

Please check:

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

CONTRACTS ONLY

Change Orders:

Contracts Original Amount	$162,050.00
Change Order #: _____	$255,600.00
Change Order #: _____	$_____
Change Order #: _____	$_____
New Contract Total (including Change Orders)	$417,650.00

Line #	FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SUB-OBJ 00	GOAL XXXX	FCTN XXXX	COST-CNTR 000000	LOC XXX	PROG XXXX	$AMOUNT	BUS OFC
1.	010	0000	0	5815	00	0000	7700	000000	460	5040	$255,600	

Reason for Adjustment:
To encompass the estimated remaining paper copies of records in the warehouse.

School/Dept.: Information Tech Support SCVS Requested by: Brett Littrell

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

Brett Littrell _____ Program Manager Chief Technology Officer

_____ Purchasing Manager

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

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

RIPCORD

Prepared By	Raleigh Hoban	Company Address	30955 Huntwood Ave. Hayward, CA 94544 United States
Email	rhoban@ripcord.com		
Quote Number	23-05-219	Expiration Date	6/30/2023

Prepared For

Name	Brett Littrell	Account Name	Alum Rock Union School District
Email	brett.littrell@arusd.org	Billing Address	2930 Gay Ave San Jose, California 95127 United States

Product	Product Description	Quantity	Sales Price	Total Price
Digitization: Standard, Light Prep Tier 3 (2,000,000 - 4,999,999)	Includes: - physical content reception and inventory - standard box labeling - full color scanning up to 520 dpi - full document breaking based on fasteners - standard QA to ensure image quality, rotate, and crop - sample QA to validate content during final review (percentage review will be agreed upon in SOW) - blank detection and removal (blank pages are not billed) - content delivery to SFTP (for up to 30 days) or Canopy (subscription not included) - physical content hold for up to 30 days - repack and return excluding add-on reassembly service and excluding shipping At least 99%, Standard sized content: 8.5" x 11" up to 11" x 17", bond paper, Lightly stapled/prong-fastened documents: At most 1 staple every 20 pages, At most 1 prong fastener every 20 pages, Up to 5% post-it notes, Up to 1% small sheets, repairs or exception content, document out-sorting, Up to 50 folders per box	2,000,000.00	USD 0.069	USD 138,000.00
Digitization: Folder / Flatbed Digitization, Long Folder Naming Tier 1 (100,000 - 499,999)	Folder image or single page flatbed scanning of standard sized content: 8.5 x 11" and 8.5 x 14. Up to 100 characters entered for Folder naming. No other attributes indexed.	50,000.00	USD 0.15	USD 7,500.00
Digitization: Document Reassembly, Full Tier 3 (2,000,000-4,999,999)	Reassemble documents into their "as received" state, in order, and back into folders or binders.	2,000,000.00	USD 0.017	USD 34,000.00
Enrichment: Automated Document Classification and Extraction, Fixed Form, Heavy Tier 4 (2,000,000-4,999,999)	Setup of layout for extraction using templating tools and layout. Extraction of up to 15 fields, not including line items. Line items need to be added if required.	2,000,000.00	USD 0.033	USD 66,000.00
Enrichment: Full Page OCR & Searchable PDF Output	Text layer added to images and full-text OCR for machine-printed text.	2,020,000.00	USD 0.005	USD 10,100.00

Contract Term (years)	Until Completed	One-Time Charges	USD 0.00
Billing Terms	Net 30	Annual Contract Value	USD 255,600.00
Payment Method	ACH or Wire	Total Contract Value	USD 255,600.00

Disclaimer

Unless otherwise stipulated:

- The contract start date is the date of signature on this document
- Digitization and enrichment projects are billed in arrears
- Canopy subscriptions begin upon transfer of the first tranche of digital content into the client software instance, and fees are billed in advance for 1-year terms
- If Client elects to have Ripcord manage transportation of content, all associated costs will be passed-through to Client.

Pricing proposed is based on a heretofore agreed upon understanding of project complexity, as detailed in the Statement of Work. Content with considerably differing complexity may be subject to renegotiated rates. Factors that influence complexity include, but are not limited to:

Scanning
Complexity is influenced by the size of content and how it is fastened and organized for delivery. Standard sized content includes the range of sizes from business-card to legal-paper, with sizes outside of that range resulting in increased complexity. Additionally, content that is organized in excessive folders or fasteners, or that contains exception-laden complications like paper folds, increases the project complexity.

Post Production and Enrichment
Post production and enrichment complexity is influenced by the scale of machine learning used to classify document types and extract specific field values for search and indexing.

This form is governed by the Ripcord Master Subscription Service Agreement and incorporated therein as Exhibit A. Additional orders may be subsequently incorporated into the Agreement. Upon your execution, this document is a binding order for the products and services set forth herein. Unless otherwise stipulated, the contract start date is the date of signature on this document.

Quote Acceptance

Client		**Ripcord**	
Signature	_____	Signature	_____
Name	Dr. Hilaria Bauer	Name	_____
Title	Superintendent	Title	_____
Date	_____	Date	_____

1203

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: June 7, 2023

Subject: **Think Together Inc. TK- 6th grade contract for 2022-2023 Extended Learning Opportunity Programs (ELOP)**

Staff Analysis: Think Together will provide Extended Learning Opportunities Program support for TK-6th grade at Adelante, Hubbard, Linda Vista, McCollam, Russo, Painter, Aptitud, Meyer, Ryan and Lyndale. Vendor will provide on-site/virtual support and will work with ARUSD to determine hours of service at each site.

Recommendation: Staff recommends the Board of Trustees approve the Think Together contract extension from June 30, 2023 to July 31, 2023 to provide additional support for 2022-2023 Extended Year Program (EYP).

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: June 22, 2023
Regular Board Meeting

Recommend Approval

12.03
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

PURCHASE ORDER / CONTRACT CHARGE ORDER (POCO)

P.O. No. _____ Contract No. 237086 Contract Original Amount: $2,463,065

Vendor Name: THINK TOGETHER Vendor No. 021410

Please check:

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

CONTRACTS ONLY

Change Orders:

Contracts Original Amount $_____
Change Order #: _____ $_____
Change Order #: _____ $_____
Change Order #: _____ $_____

New Contract Total $_____
(including Change Orders)

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	PRG. TITLE	BUS. OFC
	0000	0		00			000000					
	0000	0		00			000000					

Reason for Adjustment:

Think Together Contract #237085 Board Approval July 21, 2022 - Extend for an additional one month from June 30, 2023 through July 31, 2023 to provide additional support for summer school.

School/Dept.: _____ Requested by: _____

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

_____ Program Manager

_____ Purchasing Manager

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

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

ADDENDUM NO.1 FOR MEMORANDUM OF UNDERSTANDING
Between
Alum Rock Union School District
And
Think Together

AGREEMENT

This Agreement is entered into by and between the Alum Rock Union Elementary School District, hereinafter referred to as "District", and

Think Together

hereinafter referred to as "Vendor".

In consideration of the promises and mutual covenants contained herein, it is agreed between the parties as follows:

I
TERM

The term of this Agreement shall be extended for an additional one (1) month from June 30, 2023 through July 31, 2023. All indemnification provisions contained in the original Agreement shall survive beyond the expiration of the Agreement.

II
WORK

Vendor shall provide the supplies and items as prescribed and required by the General Condition, Instructions to Bidders, Specifications, Notice to Bidders, Bid Proposal Form, Vendor Requirement and all documents forming a part of the bid package and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein.

III
TERMINATION

This Agreement may be terminated by the District upon thirty - (30) days' written notice to Vendor. The District's right to terminate under this paragraph shall be in addition to any other rights reserved to District under this contract.

IV
COMPENSATION

Vendor shall be compensated for the performance of its obligations (the remaining $48,656.00 of the $2,463,065.00) under this Agreement as specified in the executed Vendor Documents, incorporated herein by reference.

V
METHOD OF PAYMENT

Vendor will be paid upon receipt and acceptance of materials and supplies specified by in the original bid documents. For prompt payment, billing must be accurate in all details, **and invoice must be submitted weekly to Accounts Payable, Alum Rock Union Elementary School District, 2930 Gay Ave. San Jose, CA. 95127.**

VI
CONTRACT DOCUMENTS

This Agreement shall include the terms and conditions specified in the Notice to Bidders, Bid Proposal Form, Instructions to Bidders, General Conditions, Vendor Requirements, and all documents forming a part of the bid package, and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein.

VII
EXECUTION OF CONTRACT

Issuance of purchase order shall evidence the contractual agreement between the bidder/s and the District for subsequent years.

VIII
ENTIRE AGREEMENT

This Agreement and the originally signed contract terms constitute the entire agreement between the parties. There are no understandings, agreements or representations not specified in this Agreement. Vendor, by execution of the Agreement, acknowledges Vendor has read the Agreement, understands it, and agrees to be bound by its terms and conditions.

In Witness Whereof, the parties have caused this Agreement to be executed on their behalf by their fully authorized representatives.

VENDOR	Alum Rock Union Elementary School District
Signature _____	Signature _____
Name Randy Barth	Name Hilaria Bauer, Ph.D.
Title CEO	Title Superintendent
Date 06 / 08 / 2023	Date _____

Company Name Think Together

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

12.04

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

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

Subject: **KV Educational Services**

Staff Analysis: KV Educational Services will provide CTE Arts, 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 program.

Recommendation: Staff recommends the Board of Trustees approve the contract increase with KV Educational Services in the amount of $61,000.00 for the 22/23 SY- Extended Year Program. Total contracted amount $122,000.00.

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

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

To the Board of Trustees: Meeting: June 22, 2023
Regular Board Meeting

Recommend Approval

12.04
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

PURCHASE ORDER / CONTRACT CHARGE ORDER (POCO)

P.O. No. _____ Contract No. 237290 Contract Original Amount: $61,000.00

Vendor Name: KV EDUCATIONAL SERVICES Vendor No. 300793

Please check:

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

CONTRACTS ONLY

Change Orders:

Contracts Original Amount	$61,000.00
Change Order #: 1	$61,000.00
Change Order #: _____	$_____
Change Order #: _____	$_____
New Contract Total (including Change Orders)	$122,000.00

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	PRG. TITLE	BUS. OFC
060	2600	0	5815	00	1110	1000	620110	360	7392	61,000		
	0000	0		00			000000					

Reason for Adjustment:
Increased in service hours from 1.5 hours to 5 hours

School/Dept.: State and Federal Programs Requested by: Maria Patino

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

Sandra Garcia _____ Program Manager

_____ Purchasing Manager

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

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

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 a four hour session in the afternoons (12:00 PM – 5:00 PM), beginning on the first day of program. Each school site will receive 5 weeks of programming from 2 industry professionals and college interns. Programming can include Technical Skills, PSA's, Podcasts, Short Films Pre-Production, Production and Post-Production, art and recreation. 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 and elements of fine art.

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: (6) 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 Visiones 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).

Half of the service contract must be delivered by the 30th of June, and the final half by the 15th of July.

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 3 Component 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 11) Push Ins	• Direct Service with Alum Rock Schools • 5 days for 5 weeks • 2 School Sites	• June 20, 2023 – July 21, 2023 • Mon-Friday • 12pm-5pm
Media	• Projects ranging from PSA's, Podcasts, Short Films, and Digital Narratives • Art Portfolios ranging from Color Theory, Line, Value, and Sculptures • 1 Whole Program Documentary	

Proposed project cost:
Total hours for 5 weeks= 25 Days
Total estimated cost: $122,000
Billing Payments: June 30th & July 15th

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT 1205
2930 Gay Avenue, San Jose, CA 95127

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: June 8, 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 contract increase with YMCA of Silicon Valley in the amount of $141,400.00 for the 2022-2023 Extended Year Program (EYP). Total contract amount $303,000.00

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

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

To the Board of Trustees: Meeting: June 22, 2023
Regular Board Meeting

Recommend Approval

12.05
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

PURCHASE ORDER / CONTRACT CHARGE ORDER (POCO)

P.O. No. _____ Contract No. 237293 Contract Original Amount: $161,600

Vendor Name: YMCA OF SILICON VALLEY Vendor No. 013882

Please check:

_____ Cancel P.O. / Contract
_____ Change Item No.: _____
✓ Increase Amount Line Item No.: 01
_____ Decrease Amount Line Item No.: _____
_____ Add Line No.: _____
_____ Delete Line No.: _____
_____ Add/Change object code to: _____
_____ Add Freight: $_____
_____ Add Tax: _____%
_____ Disencumber
_____ Add/Change Prog. No. to: _____
_____ Other _____

CONTRACTS ONLY

Change Orders:

Contracts Original Amount	$161,600.00
Change Order #: 01	$141,400.00
Change Order #: _____	$_____
Change Order #: _____	$_____
New Contract Total (including Change Orders)	$303,000.00

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	PRG. TITLE	BUS. OFC
	0000	0		00			000000					
	0000	0		00			000000					

Reason for Adjustment:

YMCA of Silicon Valley contract increase in the amount of $ 141,400.00 to add 140 students for the 2022-2023 extended year program (EYP). Total contract amount $303,000.00

Budget Account: 060-2600-0-5815-00-1110-1000-020110-360-7392

School/Dept.: _____ Requested by: _____

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

_____ Program Manager

_____ Purchasing Manager

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

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

FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

YMCA SUMMER ENRICHMENT PROGRAM SCHOOL PARTICIPATION AMENDMENT

Between YMCA of Silicon Valley and Alum Rock Union School District

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 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

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comply with all YMCA of the USA ("Y-USA") brand, trademark and advertising requirements related to such materials.

3. 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 140 additional students = $141,400 . Payment is not to exceed $141,400. The cost is inclusive of any scheduled vendors and or field trips.

Program Implementation: Term

1. To serve an additional 160 students: 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 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.

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9. The school will provide the pre/post-test on the first day of programing and the last day of programming.

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.
Name and Title (print)

2930 Gay Avenue - San Jose, CA 95127
Address

408-928-6800
Phone and E-mail

_____
Date

YMCA of Silicon Valley

Mary Haughey
Signature

Mary Haughey Chief Operating Officer
Name and Title (print)

_____
Address

_____
Phone and E-mail

06 / 08 / 2023
Date

Doc ID: 0fc1c63c58bedfc722f455fe94d951a0e5650992

12.06

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Superintendent of Schools: Date: June 13, 2023

Subject: Contract Adjustment- Khai Heating & Air Conditioning, Inc.

Staff Analysis: On July 21, 2022, the Board approved contract C237053 to provide preventative maintenance and repairs to Airedale HVAC unit's district wide. During the course of the current school year, several unforeseen HVAC issues that required services. Due to these circumstances, it is necessary to increase the contract amount with Khai Heating & Air Conditioning. At this time, the staff is asking to increase the contract to pay for additional services.

Recommendation: Staff recommends that the Board of Trustees approve to increase the contract with Khai Heating & Air Conditioning for $40,000.00 for a total expenditure of $128,000.00 for FY 2022-2023.

Prepared by: Ed Villarreal Title: Director, Maintenance,Operations & Transportation

Approved by: Kolvira Chheng Title: Assistant supererintendent, Bussines Services

To the Board of Trustees: Meeting: June 22, 2023

Recommended Approval

12.06
Agenda Placement

Hilaria Bauer, PhD., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

PURCHASE ORDER / CONTRACT ADJUSTMENT

P.O. No. _____ Contract No. 237053 Contract Original Amount: $ 88,000.00

Vendor Name: Khai Q. Tran dba: Khai Heating & Air Vendor No. 021763

Please check:

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

CONTRACTS ONLY

Change Orders:

Contracts Original Amount	$ 88,000.00
Change Order #: 1	$ 40,000.00
Change Order #: _____	$ _____
Change Order #: _____	$ _____
New Contract Total (including Change Orders)	$ 128,000.00

Line #	FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SB-OB 00	GOAL XXXX	FCTN XXXX	CST-CTR 000000	LOC XXX	PROG XXXX	$ AMOUNT
1	050	8150	0	5650	00	0000	8100	000000	450	8130	40,000.00
			0		00			000000			

M. New 10/13/2023

Reason for Adjustment: Please increase CO- 237053 in the amount of $40,000.00 to pay for additional services. During the course of the current school year there were several unforsean HVAC issues that required services district wide. Thank you.

School/Dept.: MOT Requested by: Ed Villarreal - Director

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

_____ Program Manager

_____ Purchasing Manager

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

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

13.01

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

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

May 11, 2023, Regular Board Meeting

ACTION

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

To the Board of Trustees: Meeting: June 22, 2023
Regular Board Meeting

Recommend Approval

13.01
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

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

MINUTES OF A REGULAR MEETING OF THE BOARD OF TRUSTEES
of the Alum Rock Union School District
Held on Thursday, May 11, 2023, 5:30 p.m. at the Alum Rock Union School Board Members and Superintendent participated at 2930 Gay Avenue San Jose, CA 95127
Meeting #20-22/23

1. OPEN SESSION

1.01 Call to Order/Roll Call/Pledge of Allegiance

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

Board Members Present:

Minh Pham	President
Corina Herrera-Loera	Vice-President
Andrés Quintero	Clerk
Linda Chavez	Member
Andrea Flores Shelton	Member

Administrative and Support Staff Members Present:

Dr. Hilaria Bauer	Superintendent
Barbara Campbell,	Assistant Superintendent, Instructional Services
Kolvira Chheng	Assistant Superintendent, Business Services
Cesar Torrico,	Assistant Superintendent, Human Resources
Maribel Carrillo	Sr. Executive Assistant, Superintendent's Office

1. OPEN SESSION *(continued)*

1.01 Call to order/Roll Call/Pledge of Allegiance

President Minh Pham said there was a quorum.

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

Superintendent Bauer asked if item 3.01, 3.02 right after 1.02

MOTION #01-20 by Member Linda Chavez to approve the agenda with the modification. MOTION #01-20 was seconded by Vice-President Corina Herrera-Loera.

MOTION #01-20 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

3. Special Presentation

3.01 Special Recognition - ARUSD 2023 Classified Employees of the Year.

Director George Kleidon presented the ARUSD 2023 Classified Employees of the Year.

1. Maria Espinoza-Aguirre
2. Luz Alcaraz
3. Stephanie Leal Vincente
4. Carmina Orozco
5. Sally Moti
6. Yolanda Rodriguez
7. Jorge Herrera
8. Jimmy Do
9. Yadira Quant

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

Director George Kleidon presented the Santa Clara County Office of Education 2022-2023 Classified School Employees of the Year.

1. Yolanda Rodriguez
2. Sally Moti
3. Yadira Quant
4. Luz Alcaraz

2. Public Members Who Wish To Address The Board

2.01 Requests to Address the Board

1) Shawda Madamua said she is a Speech Teacher and the cost of living is expensive.

2) Sur Jacobs said she is a teacher at Sheppard Middle School. She said the offer that was presented to the AREA members was insulting.

3) Kathy William said she has been teaching for the past sixteen years. She said she has been using her own money in order to have an Art Show for students

4) Danelle D'Ambrosio said she has been a teacher for the past twenty two years. She said no one wants to come and apply to be a teacher at Alum Rock.

5) Jadan De Los Santos said she attended Adelante I and Maestra Perez was a wonderful teacher.

6) Rianna De Los Santos said Maestra Mendoza was a wonderful teacher.

7) Edward De Los Santos said he is a father of four. He said Mastera Sarkes was a great teacher.

8) Stephen De Los Santos said he attended Adelante I and he asked for the teachers to have a fair contract.

9) Maestra Mendoza read a letter from Maestro Francisco Lozano. He said they never asked for feedback on hiring the Vice Principal of Adelante I.

10) Teolinda Mendoza said she is a teacher at Adelante I. She asked the district to settle the teacher's contract.

11) Kathleen Sarmiento said when she became a teacher it was the most amazing thing. She mentioned that she could not afford to live in San Jose.

12) Melissa Walters said Alum Rock teachers deserve a raise.

13) Shawn Sweiss said he was a fourth grade teacher at Dorsa Elementary. He asked that the teachers receive a raise.

14) Grinil Khanna said he was born in San Jose. He said Latino students need to be exposed to science technology.

15) Nalder Bath said the reason why they come to work is because of students.

16) Rolando De Los Santos said Maestra Gutierrez always had fun activities.

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

17) Child speaker said he was in fourth grade and he thanked his teacher for all that she did.

18) Sandra Rivera said she has ten new students and some of the students have behavior issues.

19) Marla Lee said there is a teacher crisis.

3. Special Presentation

3.03 Special Presentation - Summer School Program.

Director Sandra Garcia gave a Powerpoint presentation about Summer School Programs.

Public Comment:

1) Grinil Khanna thanked Sandra Garcia for her presentation.

4. Comments and Communications

4.01 Teamsters

Representative Thanh Phu said Teamsters have a new contract and they are in support of AREA in getting a fair contract.

4.02 California School Employee's Association (CSEA)

President Sharon Fontaine said she was happy to be back. She thanked Mr. Anthony Colonna for doing an amazing job.

4.03 Alum Rock Educator's Association (AREA)

President Jocelyn Merz welcomed Sharon Fontaine back. She said AREA's contract has not been settled.

4.04 Alum Rock Administrator's Association (ARAA)

Principal Joseph Manluco reported the activities that are going around the schools.

4. Comments and Communications *(continued)*

4.05 Superintendent

Superintendent Bauer thanked Dianna Ballesteros for bringing preschool to McCollam Elementary.

4.06 Board of Trustees/Communications/ Comments

Member Linda Chavez congratulated Director Anthony Colonna for being honored at ACSA.

Vice-President Corina Herrera-Loera congratulated all teachers. She thanked Yolanda Rodriguez for all the work she does for the district.

Clerk Andrés Quintero thanked all the teachers for all their hard work.

Member Andrea Flores Shelton called out Director Norma Flores for her retirement.

President Minh Pham said he attended COPITA.

5. Public Hearing

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.

President Minh Pham opened the public hearing at 7:56pm.

President Minh Pham closed the public hearing at 7:57pm.

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, 2023.

President Minh Pham opened the public hearing at 7:57pm.

President Minh Pham closed the public hearing at 7:57pm.

6. Bonds

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

MOTION #02-20 by Clerk Andrés Quintero to approve Action Item 6.01 as presented. MOTION #02-20 was seconded by Vice-President Corina Herrera-Loera.

MOTION #02-17 carried* with a *vote of 4 in favor; Member Linda Chavez opposition; no absent; and no abstention.

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

MOTION #03-20 by Member Linda Chavez to approve Action Item 6.02 as presented. MOTION #03-20 was seconded by Clerk Andrés Quintero .

MOTION #03-20 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

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

MOTION #04-20 by Member Linda Chavez to approve Action Item 6.03 as presented. MOTION #04-20 was seconded by Clerk Andrés Quintero .

MOTION #04-20 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

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

MOTION #05-20 by Member Linda Chavez to approve Action Item 6.04 as presented. MOTION #05-20 was seconded byVice-President Corina Herrera-Loera .

MOTION #05-20 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

7. Business Services

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.

MOTION #06-20 by Member Linda Chavez to approve Action Item 7.01 as presented. MOTION #06-20 was seconded by Clerk Andrés Quintero .

MOTION #06-20 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

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

MOTION #07-20 by Member Linda Chavez to approve Action Item 7.02 as presented. MOTION #07-20 was seconded by Vice-President Corina Herrera-Loera .

MOTION #07-20 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

8. Instructional Services

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.

MOTION #08-20 by Clerk Andrés Quintero to approve Action Item 8.01 as presented. MOTION #08-20 was seconded by Member Linda Chavez .

MOTION #08-20 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

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

MOTION #09-20 by Member Linda Chavez to approve Action Item 8.02 as presented. MOTION #09-20 was seconded by Clerk Andrés Quintero .

8. Instructional Services *(continued)*

Public Comment:

1) Jocelyn Merz said teachers were not aware. She said if this item could be held off until the community was informed.

2) Sandra Rivera said this item has not been thought through.

AMENDED MOTION #10-20 by Member Linda Chavez to approve the revoking of the charter school at Aptitud at Goss. MOTION #10-20 was seconded by Vice-President Corina Herrera-Loera .

MOTION #10-20 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

MOTION #11-20 by Member Andrea Flores Shelton to direct the administration to come back to us in four months time with recommendation based on community outreach school, family and teachers administration on the recommendation K-8 to a K-5 . MOTION #11-20 was seconded by Member Linda Chavez .

Public Comment:

1) Jocelyn Merz asked that administration check with the school site council also.

2) Sandra Rivera said parents made the choice to send their children to that school.

MOTION #11-20 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

8.03 Leanlab Education Grant Award.

This item is for informational purposes.

8.04 Approve School Sponsored Field Trip List.

MOTION #12-20 by Clerk Andrés Quintero to approve Action Item 8.04 as presented. MOTION #12-20 was seconded by Member Linda Chavez .

MOTION #12-20 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

9. Human Resources

9.01 Resignations

This item is for 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 30,2023.

MOTION #13-20 by Clerk Andrés Quintero to approve Action Item 9.02 as presented. MOTION #13-20 was seconded by Vice-President Corina Herrera-Loera.

MOTION #13-20 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

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, 2023.

MOTION #14-20 by Vice-President Corina Herrera-Loera to approve Action Item 9.03 as presented. MOTION #14-20 was seconded by Clerk Andrés Quintero.

MOTION #14-20 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

10. Contract Over $100,000

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.

MOTION #15-20 by Member Linda Chavez to approve Action Item 10.01 as presented. MOTION #15-20 was seconded by Vice-President Corina Herrera-Loera.

MOTION #15-20 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

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.

MOTION #16-20 by Clerk Andrés Quintero to approve Action Item 10.02 as presented. MOTION #16-20 was seconded by Member Linda Chavez.

10. Contract Over $100,000 *(continued)*

MOTION #16-20 carried **with a** ***vote of 5 in favor; no opposition; no absent; and no abstention.***

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.

MOTION #17-20 by Member Linda Chavez to approve Action Item 10.03 as presented. MOTION #17-20 was seconded by Clerk Andrés Quintero.

MOTION #17-20 carried **with a** ***vote of 5 in favor; no opposition; no absent; and no abstention.***

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).

MOTION #18-20 by Member Linda Chavez to approve Action Item 10.04 as presented. MOTION #18-20 was seconded by Vice-President Corina Herrera-Loera.

MOTION #18-20 carried **with a** ***vote of 5 in favor; no opposition; no absent; and no abstention.***

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 installing 21st Century Skills for up to 160 students across two sites (LUCHA & Adelante II).

MOTION #19-20 by Clerk Andrés Quintero to approve Action Item 10.05 as presented. MOTION #19-20 was seconded by Member Linda Chavez.

MOTION #19-20 carried **with a** ***vote of 5 in favor; no opposition; no absent; and no abstention.***

11. CONSENT CALENDAR

There was a consensus from the Board to combine and take action on ***Agenda Items 11.01, 11.02, 11.04, 11.05, 11.06, 11.07, 11.08, and 11.09.***

- ***Agenda Item 11.01*** *Approve Contract for Professional Services-Firms-Organizations*
- ***Agenda Item 11.02*** *Approve Memorandum(s) of Understanding.*
- ***Agenda Item 11.04*** *Approve Fundraising Activities.*
- ***Agenda Item 11.05*** *Approve Acceptance of Vendor & Payroll Warrants.*
- ***Agenda Item 11.06*** *Approve Resolution No. 60-22/23 Inventory Disposal.*
- ***Agenda Item 11.07*** *Approve/Ratify Notices of Employment and Changes of Status/May 11, 2023.*
- ***Agenda Item 11.08*** *Approve CSEA, Teamsters, Supervisory, and Management Confidential Calendars for 2023-2024.*
- ***Agenda Item 11.09*** *Current Enrollment.*

Member Linda Chavez pulled item 11.03.

MOTION #20-20 by Clerk Andrés Quintero to approve Agenda Items 11.01, 11.02, 11.04, 11.05, 11.06, 11.07, 11.08, and 11.09 as presented. MOTION #20-20 was seconded by Vice-President Corina Herrera-Loera.

MOTION #20-17 carried **with a** ***vote of 5 in favor; no opposition; no absent; and no abstention.***

11.03 Approve Memorandum(s) of Understanding.

MOTION #21-20 by Vice-President Corina Herrera-Loera to approve Action Item 11.03 as presented. MOTION #21-20 was seconded by Member Linda Chavez.

MOTION #21-20 carried **with a** ***vote of 5 in favor; no opposition; no absent; and no abstention.***

12. Closed Session

12.01 Recess to Closed Session

President Minh Pham announced the items that would be discussed in Closed Session. There were no public comments from the audience at this time.

13. RECONVENE TO OPEN SESSION

13.01 Report of Action Taken in Closed Session.

President Minh Pham said there was a quorum.

Assistant Superintendent Torrico reported the following actions:

12.03 Damages met Motion from Vice-President Corina Herrera-Loera and Second by Member Andrea Flores Shelton the claim was denied 5/0.

12.03 Claim for Damages HN on behalf of minor RN Motion by Member Linda Chavez Second by Member Andrea Flores Shelton claim denied 5/0.

12.06 Appeal of Findings of Investigate report Motion by Member Andrea Flores Shelton Second by Member Linda Chavez appeal was denied 5/0.

There were no further actions to report.

14. Future Board Agenda Requests

14.01 Future Board Agenda Requests

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

15. ADJOURNMENT

15.01 President Adjourns the Meeting

President Minh Pham adjourned the meeting at 12:21 pm.

Respectfully submitted,

_____

Andrés Quintero, Board Clerk
mc

13.02

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: June 14, 2023

Subject: **Acceptance of Donations**

Staff Analysis: The District has received donations as summarized on the sheet dated June 22, 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: June 22, 2023
Regular Board Meeting

Recommend Approval

13.02
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
June 22, 2023

ACCEPTANCE OF DONATIONS

DONOR NAME	DESCRIPTION OR PURPOSE	ESTIMATED VALUE	RECEIVING SCHOOL OR DEPARTMENT
Alum Rock Jazz Foundation, Inc	Materials & Supplies	$ 650.00	ARUESD-VAPA
Adelante PTA	Materials & Supplies	$ 1,159.16	Adelante Academy
Hillcresters	Materials & Supplies	$ 1,000.00	Adelante Academy
Adelante PTA	Materials & Supplies	$ 14,880.00	Adelante Academy
Adelante II PTA	Materials & Supplies	$ 8,130.00	Adelante II Academy
Aptitud Academy 8th Grade	Materials & Supplies	$ 3,555.00	Aptitud Academy
Foothill De Anza College	Materials & Supplies	$ 1,710.00	Cassell Elementary
Montalvo Arts Center	Materials & Supplies	$ 876.58	Cureton Elementary
Box Tops for Education	Materials & Supplies	$ 27.20	George Middle
Mr. Ut. T. Nguyen	Materials & Supplies	$ 250.00	Linda Vista Elementary
Shutterfly, LLC	Materials & Supplies	$ 135.24	Lyndale Elementary
Citlaly's Catering Corporation	Materials & Supplies	$ 400.00	Ocala STEAM Academy
Shutterfly, LLC	Materials & Supplies	$ 108.83	Painter Elementary
Fischer PTO/President	Materials & Supplies	$ 2,094.93	Renaissance Academy
San Antonio School PTA	Materials & Supplies	$ 1,728.01	San Antonio Elementary

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

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

To: Hilaria Bauer, Ph.D., Superintendent

Honorable Board Members

From: Maria Thomas

Re: VAPA Donation

Date: May 24th, 2023

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

Check Donation
TOTAL: $650

Donor's Information:

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

Sincerely,

Maria Thomas
Coordinator- VAPA, P.E., and Sports

Hilaria Bauer, Ph.D., Superintendent

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

ADELANTE DUAL LANGUAGE ACADEMY
2999 Ridgemont Dr. San Jose, CA 95127
408 928 -1900

BUSINESS OFFICE
RECEIVED
2023 MAY 34 P 10: 30

May 22, 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 Adelante PTA check number 1698 for $1,159.16. 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 DUAL LANGUAGE ACADEMY
2999 Ridgemont Dr. San Jose, CA 95127
408 928 -1900

BUSINESS OFFICE
RECEIVED
2023 MAY 17 P 7:28

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 Hillcrestors check number 1140 for $1,000.00. 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 2127

Sincerely,

Rosa Nieto / María Martínez
Sub - Principal of Adelante I

ADELANTE DUAL LANGUAGE ACADEMY TK- 8
2999 Ridgemont Drive, San Jose CA, 95127
Phone 408 928-1900 Fax 408 928-1901

June 8, 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 **Adelante PTA** check number 1729 for $14,880.00.The money provided through this donation will be used For Adelante 1.
We greatly appreciate their donation.

Donations Account Number: 060 9010 0 8699 00 1110 1000 000000 280 2110

Sincerely,

Rosa Nieto / Maria Martinez
Sub- Principal of Adelante 1

BUSINESS OFFICE
RECEIVED
2023 JUN 19 P 12:24

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
RECEIVED
2023 MAY 23

To: Board of Trustees

Fr: Adelante II Dual Language Academy

Date: May 19, 2023

Re: PTA Donation for Science Camp

Please accept the following PTA donation in the amount of $8,130 to be deposited into Adelante II's donation account. The funds will be used for Science Camp field trip admission.

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

May 25, 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:

8th Grade Donations **$3,555.00** **Cash**

This donation will be used to purchase 8th grade gowns and cover their end-of-year field trip.

Please deposit into donation account: 060-9010-0-4300-00-1110-120-2110

Sincerely,

Jose Cortez
Vice Principal

Sylvia Cassell Elementary School

Alum Rock Union School District (ARUSD)

Mrs. Alecia Kelley, Principal

Mrs. Dalyibe Robles Pardo, Administrative Assistant

1300 Tallahasee Drive, San José, CA 95122 · Phone: 408-928-7200 · https://cassell.arusd.org/

June 8, 2023

Alum Rock School District

Board of Trustees

2930 Gay Avenue

San Jose, CA. 95127

Dear Board of Trustees:

Please accept the following donations for Board approval and deposit into our donations account:

060-9010-0-8699-00-1110-1000-000000-200-2110

Company/Sponsor(s) name	**Amount**
Foothill De Anza College	$1,710

Sincerely,

Alecia Kelley, Principal

Hilaria Bauer, Ph.D., Superintendent

Board of Trustees: Minh Pham, President · Corina Herrera-Loera, Vice-President

Andres Quintero, Clerk - Andrea Flores Shelton, Member · Linda Chavez, Member ·

Horace Cureton Elementary School
3720 East Hills Drive, San Jose, CA 95127
(408) 928-7350 FAX (408) 928-7351

BUSINESS OFFICE
RECEIVED
2023 MAY 17 P 7:38

Business Office

Attention: Cynthia Sanchez

May 16, 2023

Cynthia,

We have received a total of $876.58 to Cureton Elementary School from Montalvo Arts Center.

Please accept this donations of 876.58 and forward this communication to the Alum Rock Board of Education for approval.

Thank you for your support.

Sincerely,

Teresa Smith

Principal

Joseph George Middle School

A Visual and Performing Arts Academy

"Where Arts and Academics Excel"

Date: 05/17/23

To: Honorable Board Members
Alum Rock Union Elementary School District

From: Julio Villalobos, Principal

Please accept the donation of $27.20 from Box Top for Education for Joseph George Middle School.

Thank you in advance for your approval.

Sincerely,

Julio Villalobos
Principal
Joseph George Middle School

BUSINESS OFFICE
RECEIVED
2023 MAY 18 P 2:58

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

BUSINESS OFFICE
RECEIVED

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: May 3, 2023

Please place the acceptance of the donations totaling $250.00 for Linda Vista on the consent calendar for the next board meeting.

The donations are comprised of the following:

$250.00 in check donations from Parent's

Please deposit in donation account: 060 9010 0 4300 00 1110 1000 000000 020 2110

Thank you,

Rigoberto Gomez

Lyndale Elementary School

All Students Can Learn.....All Students Can Succeed

13901 Nordyke Drive
San Jose, California 95127
(408) 928-7900

Ms. Kasturi Basu, Principal
Ms. Magdalena Grimaldo, Administrative Assistant
FAX 408 928-7901

BUSINESS OFFICE
RECEIVED
2023 MAY 17 P 7:18

May 16, 2023

Alum Rock School District

Board of Trustees

2390 Gay Ave.

San Jose, CA 95127

Dear Board of Trustees:

Please accept the following donation for Board approval:

Company/Sponsor(s) Name	**Amount**	**To be Used For:**
Shutterfly, LLC	$135.24	School Supplies
Total Amount of Donations:	**$135.24**	

Sincerely,

Kasturi Basu

Kasturi Basu, Principal

OCALA STEAM Academy

2800 Ocala Ave. San Jose, CA. 95148
Office: 408-928-8350 Fax: 408-928-8351

Principal: Tracy Leathers

May 30, 2023

Dear members of the Board of Trustees:

Citlaly's Catering Corporation is a donating a check for $400.00 to Ocala STEAM Academy.

This money should be deposited in the Donations Account of Ocala STEAM Academy.

Sincerely,

Tracy Leathers
Principal

2023 MAY 31 P 8:31
RECEIVED
BUSINESS OFFICE

PAINTER ELEMENTARY SCHOOL

500 Rough & Ready Road San Jose, CA 95133 (408) 928-8400 Fax: (408) 928-8401

May 18, 20023

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:

Shutterfly, LLC	$108.83	Check #129517

The fund is a donation on behalf of the Lifetouch spring 2023 Individual pictures. Thank you in advance for your approval.

Sincerely,

Mr. Joseph Manluco
Principal

/sna

Attachment

BUSINESS OFFICE
RECEIVED
2023 MAY 23 P 3:26

Renaissance Academy of Arts, Science, and Social Justice
1720 Hopkins Dr. ♦ San Jose, Ca. 95122 ♦ Phone: (408) 928-1950 ♦ Fax: (408) 928-1951

BOARD SERVICES
RECEIVED
2023 JUN -8 A 6:34

June 8th, 2023

Alum Rock School District
Board of Trustees
2930 Gay Ave.
San Jose, Ca. 95127

Dear Board of Trustees:

Please accept the following Donation for Board approval:

Company/ Sponsor(s) Name	Amount	To Be Used For
Fischer PTO President –	**$2,094.93**	**To be used for Field Trips, materials and supplies, buses, school activities.**

Total Amount of Donations: $2,094.93
Please credit account#060-9010-0-4300-00-1110-2700-000000-290-2110

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,

Douglas Kleinhenz 6/8/23

Doug Kleinhenz – School Principal

Alum Rock Union Elementary School District
San Antonio Elementary School
1721 East San Antonio Street
San Jose, California 95116
408-928-8700

Mrs. Iris Charest– Principal

Mrs. Leticia Corona- School Admin. Assistant

June 8, 2023

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

Honorable Members of the Board:

Please accept the following donation of $1728.01 from San Antonio School PTA. The money will be used to pay a portion of the 5th grade Walden West Science Camp invoice.

Thank you in advance for your approval.

Sincerely,

Iris Charest

Mrs. Iris Charest
Principal

13.03

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: June 14, 2023

Subject: **Approval of Fundraising Activities**

Staff Analysis: The District has received fundraising requests as summarized on the attached sheet dated June 22, 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: June 22, 2023
Regular Board Meeting

Recommend Approval

13.03
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
June 22, 2023

APPROVAL OF FUNDRAISING ACTIVITY

SCHOOL	FUNDRAISING ACTIVITY	ACTIVITY SPONSOR	DATE
Hubbard Media Arts Acad	8th Grade Gowns' Sales	ASB	05/01/23-05/30/23
Hubbard Media Arts Acad	Yearbook Sales	ASB	05/01/23-05/30/23
Painter Elementary	Scholastic Book Sales	ASB	05/01/23-05/30/23
Painter Elementary	San Francisco Giant's Sales	ASB	02/15/23-06/08/23
Painter Elementary	Store Cash Back Sales	ASB	04/17/23-06/08/23

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FUNDRAISING EVENT APPROVAL FORM

Fundraiser #: _____ **(From Financial Plan)**

School Name: Hubbard Date: 4/7/2023

Description of Event: Type 8th grade grams Vendor _____

Purpose for Event: _____

If selling food what are the items: N/A Brand and package size: N/A

Explain how food is handled/stored prior to or day of event: N/A

Event Sponsor (please check one) ASB: ✓ Booster Club (PTA, PTO, Other): _____

Proposed Date(s) of Event: 5/1 - 5/30/23 Time of Event: _____

Contact Person: Dr. Sarmiento

Location of Proposed Activity: _____

Status of Event (please check one): ☐ New Event ☒ Held previously (years): _____

Use of Facilities thru Facilitron is required for all events outside the normal school hours.

Is the Use of Facilities Reservation thru Facilitron completed? Yes ☐ No ☑ N/A ☐

Has Revenue Potential form been prepared? (For ASB Only - Form must be included) Yes ☐ No ☐

Other Background information (Is proposed fundraising event on current ASB budget?) Yes ☐ No ☐

ASB Advisor: Lindsey Mey 6/12/23
Signature Date

Student Council Approval Date: _____ (Middle Schools must attach minutes)

Student Council Representative: _____ _____
Signature Date

Principal Approval: _____ 6/12/23
Signature Date

Reviewed by Business Services: Maria Nuño Date: 6/13/2023

- 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: Hubbard Date: 4-7-23

Description of Event: Type Year books Vendor _____

Purpose for Event: _____

If selling food what are the items: N/A Brand and package size: N/A

Explain how food is handled/stored prior to or day of event: N/A

Event Sponsor (please check one) ASB: ✓ Booster Club (PTA, PTO, Other): _____

Proposed Date(s) of Event: 5/1 - 5/30/23 Time of Event: _____

Contact Person: Audrey Diaz

Location of Proposed Activity: _____

Status of Event (please check one): ☐ New Event ☒ Held previously (years): _____

Use of Facilities thru Facilitron is required for all events outside the normal school hours.

Is the Use of Facilities Reservation thru Facilitron completed? Yes ☐ No ☐ N/A ☐

Has Revenue Potential form been prepared? (For ASB Only - Form must be included) Yes ☐ No ☐

Other Background information (Is proposed fundraising event on current ASB budget?) Yes ☐ No ☐

ASB Advisor: Lindsay Dey 4/12/23
Signature Date

Student Council Approval Date: _____ (Middle Schools must attach minutes)

Student Council Representative: _____ _____
Signature Date

Principal Approval: _____ 6/12/23
Signature Date

Reviewed by Business Services: Maria Nuch Date: 6/13/2023

- 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: BEN PAINTER ELEMENTARY Date: June 5, 2023

Description of Event: Type Book Fair Vendor SCHOLASTIC BOOKS - #020657

Purpose for Event: Provide for all students schoolwide an opportunity to purchase books and posters at our annual book fair. To earn funds to provide all students with field-trips, technology, etc.

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 1 - 5, 2023 Time of Event: Daily immediately after school

Contact Person: Ms. Gloria Tran and/or Mr. Joseph Manluco

Location of Proposed Activity: Painter School in the Library (Room 8)

Status of Event (please check one): ☐ New Event ☑ Held previously (years): _____

Use of Facilities thru Facilitron <u>is required</u> for all events outside the normal school hours.

Is the Use of Facilities Reservation thru Facilitron completed? Yes ☐ No ☐ N/A ☑

Has Revenue Potential form been prepared? (For ASB Only - Form must be included) Yes ☑ No ☐

Other Background information (Is proposed fundraising event on current ASB budget?) Yes ☑ No ☐

ASB Advisor: _____ _____
Signature Date

Student Council Approval Date: _____ (Middle Schools must attach minutes)

Student Council Representative: _____ _____
Signature Date

Principal Approval: _____ 6/9/23
Signature Date

Reviewed by Business Services: _____ Date: 6/14/2023

- 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: BEN PAINTER ELEMENTARY Date: JUNE 5, 2023

Description of Event: Type SF Giants Vendor SF Giants

Purpose for Event: Provide for all students, staff and community an opportunity to purchase SF Giants tickets at a reduced price. Earning a 25% of total sales.

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: Feb. 15 - June 8, 2023 Time of Event: Varies

Contact Person: Mrs. Elizabeth Vega and/or Mr. Joseph Manluco

Location of Proposed Activity: San Francisco, CA - Stadium

Status of Event (please check one): ☑ New Event ☐ Held previously (years): _____

Use of Facilities thru Facilitron <u>is required</u> for all events outside the normal school hours.

Is the Use of Facilities Reservation thru Facilitron completed? Yes ☐ No ☐ N/A ☐

Has Revenue Potential form been prepared? (For ASB Only - Form must be included) Yes ☑ No ☐

Other Background Information (Is proposed fundraising event on current ASB budget?) Yes ☑ No ☐

ASB Advisor: _____ _____
Signature Date

Student Council Approval Date: _____ (Middle Schools must attach minutes)

Student Council Representative: _____ _____
Signature Date

Principal Approval: _____ 6/9/2023
Signature Date

Reviewed by Business Services: _____ Date: 6/14/2023

- 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: BEN PAINTER ELEMENTARY Date: JUNE 5, 2023

Description of Event: Type Store Cash Back Vendor School Store.com

Purpose for Event: Provide for all students, staff and community an opportunity to purchase from various outside vendors and in return we earn a cash back for our Painter School ASB.

If selling food what are the items: N/A Brand and package size: N/A

Explain how food is handled/stored prior to or day of event: N/A

Event Sponsor (please check one) ASB: X Booster Club (PTA, PTO, Other): _____

Proposed Date(s) of Event: April 17 - June 8, 2023 Time of Event: Varies

Contact Person: Mr. Tien Phan and/or Mr. Joseph Manluco

Location of Proposed Activity: Varies

Status of Event (please check one): ☑ New Event ☐ Held previously (years): _____

Use of Facilities thru Facilitron is required for all events outside the normal school hours.

Is the Use of Facilities Reservation thru Facilitron completed?	Yes ☐	No ☐	N/A ☐
Has Revenue Potential form been prepared? (For ASB Only - Form must be included)	Yes ☑	No ☐	
Other Background Information (Is proposed fundraising event on current ASB budget?)	Yes ☑	No ☐	

ASB Advisor: _____ _____
Signature Date

Student Council Approval Date: _____ (Middle Schools must attach minutes)

Student Council Representative: _____ _____
Signature Date

Principal Approval: _____ 6/9/23
Signature Date

Reviewed by Business Services: _____ Date: 6/14/2023

- 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 13.04
2930 Gay Avenue, San Jose, CA 95127

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: June 15, 2023

Subject: **Resolution No. 64-22/23**
Resolution to Establish Debt Service Fund for General Obligation Bonds, Election of 2022 Series A

Staff Analysis: The District and the Supervisors of the Santa Clara County will be authorizing the issuance of general obligation bonds for the building, renovation and repair of the District's facilities and for the furniture purchases. Therefore, the District hereby requests and authorizes the Santa Clara County Auditor to establish a new fund to account for the revenues, expenses and interest from the general obligation bond issuance, Measure S Series A, for the repair and renovation of the District's facilities as well as the purchase of furniture.

Recommendation: Staff recommends that the Board of Trustees adopt and approve Resolution No. 64-22/23 Establish Debt Service Fund for General Obligation Bonds, Election of 2022 Series A.

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

To the Board of Trustees: Meeting: June 22, 2023
Regular Board Meeting

Recommend Approval

13.04
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELMENTARY SCHOOL DISTRICT

ESTABLISHING DEBT SERVICE FUND FOR GENERAL OBLIGATION BONDS, ELECTION OF 2022 SERIES A

RESOLUTION NO. 64-22/23

The Board of Trustees of the Alum Rock Union Elementary School District and the Supervisors of the Santa Clara County will be authorizing the issuance of general obligation bonds for the building, renovation and repair of Alum Rock Union Elementary School District facilities and for furniture purchases; and

- the Alum Rock Union Elementary School District requests that the Santa Clara County Auditor establish a new fund for the accounting of revenue, expenses and interest for projects paid by long-term bonds; and

- the fund will be restricted to expenditures associated with building, renovating and repairing District facilities as well as the purchase of furniture; and

- Education Code §15146 dictates that, "The proceeds of the sale of bonds, shall be deposited in the county treasury to the credit of the building fund of the school district. The proceeds deposited shall be drawn out as other school moneys are drawn out. The bond proceeds withdrawn shall not be applied to any purpose other than those for which the bonds were issued."

NOW, THEREFORE, the Board of Trustees of the Union School District does hereby request of and authorize the Santa Clara County Auditor to establish a new fund to account for the revenues, expenses and interest from the general obligation bond issuance, Measure S Series A, for the repair and renovation of the District's facilities as well as the purchase of furniture.

PASSED AND ADOPTED by the Board of Trustees of the Union School District this 22nd day of June, 2023, by the following vote:

Ayes:

Noes:

Abstentions:

Absences:

Dr. Hilaria Bauer, Ph.D.,
Secretary Board of Trustees

Andres Quintero, Clerk Board of Trustees

13.05

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: Current Enrollment.

Information Only

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

To the Board of Trustees: Meeting: June 22, 2023

Information Only Regular Board Meeting

13.05
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 Jun 9, 2023 4:01:00 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	0	19	52	55	61	55	56	48	52	32	50	**480**	0	480	2	482
Adelante 2 K-8	0	20	46	47	48	45	42	29	15	16	10	**318**	0	318	1	319
Aptitud K-8	0	18	25	43	47	43	54	52	52	43	40	**417**	9	426	1	427
Cassell ES	0	9	33	46	40	41	44	48	0	0	0	**261**	12	273	0	273
Chavez ES	0	20	20	0	0	0	0	0	0	0	0	**40**	0	40	23	63
Cureton ES	0	10	33	39	34	35	48	46	0	0	0	**245**	19	264	1	265
Dorsa ES	0	6	33	43	42	47	47	62	0	0	0	**280**	22	302	2	304
Hubbard K-8	1	17	40	41	49	46	50	62	52	53	57	**468**	4	472	5	477
Linda Vista ES	0	24	62	68	75	61	79	58	0	0	0	**427**	19	446	13	459
LUCHA ES	0	21	25	47	42	51	49	41	0	0	0	**276**	0	276	0	276
Lyndale ES	0	21	52	48	44	34	42	50	0	0	0	**291**	21	312	26	338
McCollam ES	0	31	52	58	66	70	62	66	0	0	0	**405**	32	437	0	437
Meyer ES	1	18	35	41	30	48	47	48	0	0	0	**268**	19	287	13	300
Painter ES	1	36	43	53	54	40	35	44	0	0	0	**306**	0	306	2	308
Russo McEntee ES	0	18	48	42	49	50	50	56	0	0	0	**313**	33	346	1	347
Ryan ES	0	26	27	40	42	50	40	53	0	0	0	**278**	14	292	1	293
San Antonio ES	0	22	36	40	54	69	74	70	0	0	0	**365**	10	375	2	377
George MS	0	0	0	0	0	0	0	0	128	113	144	**385**	0	385	0	385
Ocala MS	0	0	0	0	0	0	0	0	128	120	118	**366**	9	375	0	375
Renaissance 1 MS	0	0	0	0	0	0	0	0	106	118	128	**352**	13	365	0	365
Renaissance 2 MS	0	0	0	0	0	0	0	0	96	111	126	**333**	11	344	0	344
Sheppard MS	0	0	0	0	0	0	0	0	155	167	154	**476**	9	485	0	485
Home/Hosp	0	0	0	0	0	0	0	0	0	1	0	**1**	0	1	0	1
	3	**336**	**662**	**751**	**777**	**785**	**819**	**833**	**784**	**774**	**827**	**7351**	**256**	**7607**	**93**	**7700**

Independent Study

as of Jun 9, 2023 4:01:00 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	2	4	9	9	8	0	0	0	**34**	3	37	0	37
Renaissance 2 MS	0	0	0	0	0	0	0	0	13	20	25	**58**	3	61	0	61
	0	**0**	**2**	**2**	**4**	**9**	**9**	**8**	**13**	**20**	**25**	**92**	**6**	**98**	**0**	**98**

13.06

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

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

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

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

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

To the Board of Trustees:

Recommend Approval

13.06

Agenda Placement

Meeting: June 22, 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
June 22, 2023 Board Meeting

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

DEPARTMENT	DATE OF SERVICE	CONSULTANT NAME	COST	PURPOSE
Academic Services Tara Bickford	07/01/23- 06/30/24	ESGI, LLC	$5,500.00	ESGI will provide two in-person professional development trainings for our teachers to be able to utilize the platform for standardized assessments, basic skill assessments, and small group intervention data. Funding: Restricted
Academic Services Tara Bickford	07/01/23- 06/30/24	Savvas Learning Company LLC	$6,600.00	Savvas Learning Company LLC will provide in-person professional development to support EnVision Mathematics implementation of curricular resources provided with the license purchase. Funding: Restricted
Academic Services Tara Bickford	07/01/23- 06/30/24	Studies Weekly, Inc.	$16,800.00	Studies Weekly, Inc. will provide 6 professional development sessions for elementary teachers around their Social Studies curriculum. Funding: Restricted
Business Services Kolvira Chheng	07/01/23- 06/30/24	STLR Corp, DBA: Ryland School Business Consulting	$49,000.00 NTE	Ryland SBC will provide general financial planning and business services as needed; assist with business office assistance, training, budget develop; year-end closing; fiscal viability; analyze long-term cash flow schedules; and presentations to the board. Funding: Restricted

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

Human Resources Dr. George Kleidon	07/01/23- 06/30/24	PowerSchool Group LLC	$25,000.00	PowerSchool "Unified Talent Perform" will provide a program which collects evaluations for all staff. Evaluations will be highly configurable and completed within the platform along with robust analytics, reporting system, and integrated professional learning. Funding: General
Maintenance Ed Villarreal	07/01/23- 06/30/24	Axiom Communications Systems	$65,000.00 NTE	Provide service and repair on all fire alarm, security, and PA intercoms. Also inspect, test, maintain and certify fire alarm systems. Emergency response service is provided 24 hours a day, 7 days a week. Funding: Restricted
Maintenance Ed Villarreal	07/01/23- 06/30/24	Blossom Hill Glass & Mirror	$60,000.00 NTE	Provide emergency glass repair and replacement districtwide as needed due to vandalism. Funding: General
Maintenance Ed Villarreal	07/01/23- 06/30/24	Environmental Systems Inc.	$84,000.00 NTE	Provide districtwide HVAC maintenance and repair. Funding: Restricted
Maintenance Ed Villarreal	07/01/23- 06/30/24	Khai Heating & Air Conditioning, Inc.	$88,000.00 NTE	Provide service repair and maintenance of HVAC and Airedale Units at facilities districtwide. Funding: Restricted
Maintenance Ed Villarreal	07/01/23- 06/30/24	Precision Communications Systems, Inc.	$65,000.00 NTE	Provide fire alarm inspection, and maintenance services as well as installation, testing, central monitoring, clock/PA system, and telephone installation and maintenance districtwide. Funding: Restricted

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

Maintenance Ed Villarreal	07/01/23- 06/30/24	Precision Concrete Cutting	$84,000.00 NTE	Assess concrete/asphalt trip hazards and eliminate by cutting and leveling access areas districtwide. Funding: Restricted
Special Education Anthony Colonna	06/23/23- 09/30/24	Center for Speech, Language, Occupational Therapy & Applied Behavior Analysis	$1,600.00	CSLOT will provide an Independent Educational Evaluation (IEE) per parents' request. Evaluation will be for speech and language assessment, report writing and attend IEP meeting. Funding: Restricted
State and Federal Sandra Garcia	07/01/23- 06/30/24	Cityspan Technologies Inc.	$12,725.00	Cityspan supports the Alum Rock Union School District with management of attendance data for all ASES and extended day programs. Cityspan provides training and support on attendance reporting software. Funding: Restricted
State and Federal Sandra Garcia	07/01/22- 06/30/23	Language People Inc.	$9,000.00	Contract Extension: CO 237019, Board approved June 9, 2022. Original contract amount $35,000.00. New contract amount $44,000.00. Provide additional interpretation and translation services in Spanish, Vietnamese, and other languages on an "as needed" basis to support/increased parent involvement in the ARUSD. Funding: General

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

State and Federal Sandra Garcia	07/01/23- 06/30/24	Language People Inc.	$35,000.00	Language People Inc. will provide additional interpretation and translation services in Spanish, Vietnamese and other languages on "as needed" basis to support/increase parent involvement in the Alum Rock Union School District. Funding: General
Student Services Norma Flores	07/01/23- 06/30/26	My Digital TAT2, Inc.	No Cost	Multi-year Master Contract: My Digital TAT2 addressed how to build healthy habits, critical thinking, and thoughtful online behavior for constructive technology usage. My Digital TAT2 will provide six parent education sessions, 48 grade level classroom workshops and 6 teacher/administrator sessions per school year. Funding: N/A
Transportation Latoya Lee	06/23/23- 06/30/24	Faber Communications Corporations	$63,150.00	Provide and install Seon camera systems on ARUSD school busses. Funding: General
VAPA Department Maria Thomas	08/01/23- 06/30/24	Bay Area Women's Sports Initiative (BAWSI)	$10,000.00 NTE per site	Master Service Contract: BAWSI provides during and after school fitness and confidence building programs for girls in grades 2-8 and children with disabilities. Programming included leadership opportunities, confidence building, sports/fitness activities, and field trip opportunities to local colleges/universities and corporate partners campuses. Funding: Various

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Academic Services (School/Dept.) VENDOR NO. _____

Submitted by: Dr. Tara Bickford

☑ **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: ESGI, LLC

   Address: 1 Pierce Place, Suite 900W City: Itasca State: IL Zip: 60143

   Phone: (443) 333 - 9898 Email Address: support@esgisoftware.com

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

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on July 1, 20 23, and will diligently perform as required and complete performance by June 30, 20 24, 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").

   ESGI will provide two in-person professional development trainings for our teachers to be able to utilize the platform for standardized assessments, basic skill assessments, and small group intervention data.

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:** $ 5,500.00 (describe rate agreement) _____

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
060	6266	0	5815	00	1110	1000	030200	305	7395	$5,500.00	

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

Doc ID: 010309588a14b2b542134dd06c836bd1d1870b05

ESGI

Easy Progress Monitoring

On-site Training Options

ESGI Essentials (1 Hour)

This training will help your teachers feel comfortable with the basics of ESGI and leave them ready to start assessing their students and monitoring their progress right away.

Teachers will learn how to:

- Customize ESGI settings
- Add Class Lists
- Create Subject Tabs and add tests
- Conduct assessments
- Use Reports for data review and sharing
- Use additional activities for guided instruction

ESGI Enhanced (2 Hours)

This training will help your teachers get started with ESGI and then take their ESGI use to the next level. Teachers will be ready to assess and review data as well as create their own assessments for personalized use.

Includes everything in ESGI Essentials Training, plus

- More in-depth look at Test Explorer & the 3,000+ available assessments
- How to use Self-Assess in addition to one-on-one assessments
- Dive deeper into Class Reports & Student Reports
- Practice generating flashcards, BINGO cards, & Writing Pages
- Q&A with walk-throughs from ESGI trainer

ESGI Expert* (3 Hours)

This training is designed to be a **hands-on learning experience** with teachers using their own accounts to practice using ESGI with our trainer. This in-depth training will allow time for our trainer to check for understanding while teachers participate and ask questions as needed.

Includes everything in ESGI Essentials and Enhanced Training, plus

- Customize your ESGI account during the training
- Edit your class list understand how to use Student Explorer
- Create your own Subject Tabs
- Search Test Explorer and populate Subject Tabs for tests you'll use right away
- Give a mock assessment to a teammate
- Review data from mock assessment
- Take a Self-Assess test on your own
- Create and review custom reports
- Create BINGO games, writing pages, and flashcards to use right away
- Step-by-step, hands-on practice with each aspect of ESGI

- Q&A with ESGI trainer so you leave ready to assess and guide instruction
-

* For any district that is requesting a hands-on (teachers using ESGI during training) training, the district must make sure all teacher's accounts have been activated and setup prior to the training day.

support@esgisoftware.com

Phone (443) 333-9898
Fax (866) 925-3450

Invoice:	ESGI43806
Attn:	Dr.Tara Bickford
Order Date:	05/15/2023
Order Number:	84199
Quote Number:	949381
Invoice Date:	05/15/2023

Payment due upon receipt

Bill To:
ALUM ROCK UNION ELEMENTARY
2930 GAY AVE.
SAN JOSE, CALIFORNIA 95127

INVOICE

Qty	Description	Amount
1	ESGI On-site training - August 7, 2023 Session 1	$2750.00
	Total	**$2750.00**

Payment Options:

1. Visa or Mastercard: email support@esgisoftware.com
2. Automatic Clearing House (ACH): email support@esgisoftware.com
3. Mail check to ESGI, LLC, PO Box 7410689, Chicago, IL 60674-0689

Access to the ESGI website and services is subject to the Terms of Use.
Terms are incorporated herein for reference

support@esgisoftware.com

Phone (443) 333-9898
Fax (866) 925-3450

Invoice:	ESGI43820
Attn:	Dr.Tara Bickford
Order Date:	05/16/2023
Order Number:	84217
Quote Number:	949437
Invoice Date:	05/16/2023

Payment due upon receipt

Bill To:
ALUM ROCK UNION ELEMENTARY
2930 GAY AVE.
SAN JOSE, CALIFORNIA 95127

INVOICE

Qty	Description	Amount
1	ESGI On-site training - August 7, 2023 Session 2	$2750.00
	Total	**$2750.00**

Payment Options:

1. Visa or Mastercard: email support@esgisoftware.com
2. Automatic Clearing House (ACH): email support@esgisoftware.com
3. Mail check to ESGI, LLC, PO Box 7410689, Chicago, IL 60674-0689

Access to the ESGI website and services is subject to the Terms of Use.
Terms are incorporated herein for reference

ESGI
Easy Progress Monitoring

Login

HOME SOLUTIONS PRICING RESOURCES ADMINISTRATORS FREE TRIAL ACTIVATE



Progress Monitoring for Success

Easily collect, review and report data to inform instruction

FREE TRIAL
No Credit Card Required

- ⊘ **E**ffortlessly track progress of skills across content areas
- ⊘ **S**eamlessly report personalized data to parents
- ⊘ **G**ain access to a free library of customizable assessments
- ⊘ **I**nstantly determine students' strengths and weaknesses

Pre-K/Kindergarten **1st Grade** **2nd Grade** **Struggling Readers** **SEL**

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Academic Services (School/Dept.) VENDOR NO. 300389

Submitted by: Dr. Tara Bickford

☑ **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: Savvas Learning Company LLC

Address: 15 E. Midland Ave. Suite 502 City: Paramus State: NJ Zip: 07652

Phone: (_____) Email Address: jaimee.montali@savvas.com

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on July 1, 2023, and will diligently perform as required and complete performance by June 30, 2024, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

3. **CONTRACTOR'S OBLIGATION:** Contractor shall provide the following services, materials, products, and/or reports as further described in **Exhibit A**, attached hereto and incorporated herein by this reference ("Services").

Savvas Learning Company LLC will provide in-person professional development to support EnVision Mathematics implementation of curricular resources provided with the license purchase.

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:** $6,600.00 (describe rate agreement) _____

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
060	6266	0	5815	00	1110	1000	030200	305	7395	$6,600.00	

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.

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

Doc ID: de54faacce7a75a8a979e0b5af468649bad2(6708.)

Explore enVision® Mathematics Common Core Grades K–5

enVision Mathematics Common Core

Program Activation Agenda

Description

Ready to kick off your instruction with **enVision** Mathematics Common Core? Prepare for day one and beyond. Customize your experience by choosing from several, high-interest topics specific to your needs. As you navigate through the print and digital program features, you will

- learn the key elements of the **enVision** Mathematics Common Core topic and lesson structure;
- dive in to print components and digital resources on Savvas Realize™; and
- explore innovative ways to strengthen your instruction and increase student engagement.

You'll leave the session equipped with

- a Smart Start tool to support you as you begin your journey with additional, just-in-time instruction;
- resources for planning and teaching with **enVision** Mathematics Common Core; and
- guided tours to help you navigate the digital components.

Learning Goals

What Will I Learn?	How Is It Going to Help Me?
Program Components	I will be able to enhance my instruction and my students' learning using **enVision** Mathematics Common Core print and digital components.
Instructional Design	I will be able to plan and teach **enVision** Mathematics Common Core topics and lessons effectively.
Student Engagement	I will be able to engage students using problem-based learning, visual instruction, and differentiation with student choice.

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Agenda

Time	Modules	Agenda Items
10 minutes	**What's in It for Me?**	Video: ***enVision*** *Mathematics Common Core* Agenda Learning Goals Expectations
10 minutes	**Registration/Log In**	My Savvas Training Savvas Realize
10 minutes	**Learning Journey**	Teacher Toolkit
120 minutes	**Let's Explore: Teaching with** enVision **Mathematics Common Core**	Program Components Topic and Lesson Structure Activity: Mini Lesson Simulation and Debrief
200 minutes (40 minutes each)	**Hot Topics**	1. **Problem-Based Learning** Activity: Solve & Share 2. **Visual Learning** Activity: Multiple Representations 3. **Differentiation** Activity: Differentiated Resources 4. **Assessment** Activity: Assessment Plan 5. **Planning and Pacing** Activity: Upcoming Topic
10 minutes	**Wrap-Up**	Activity: Reflection Next Steps in the Learning Journey Evaluation Acknowledgments
6 hours	**Total Time**	

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Dive In to enVision Mathematics Grades K–5

Virtual Implementation Essentials Agenda: 6 Hour Webinar

Description

You've learned the basics of **enVision** Mathematics, so now it's time to dive deeper into the instructional features that will make the program most successful for you and your students. And better yet, we will design your six-hour experience with high-interest topics specific to your needs.

As you navigate through the print and digital program features, you will

- dive into topics and lessons so you can integrate the instructional support embedded in the program;
- learn how to use resources that will take your students to the next level of learning; and
- explore ways to enhance instruction and engage students.

You will walk away from this session equipped with

- a deeper understanding of the program and its resources;
- tools such as a teacher self check and digital paths; and
- personal reflections to ensure long-term implementation success.

Learning Goals

What Will I Learn?	How Is It Going to Help Me?
Topics and Lessons	• I will be able to enhance my instruction and my students' learning using **enVision** Mathematics print and digital components in topics and lessons.
Implementation Tools	• I will be able to plan and teach **enVision** Mathematics topics and lessons effectively using the implementation tools and embedded instructional support.
Digital Resources	• I will be able to engage students using digital resources to address problem-based learning, visual instruction, differentiation, and student choice.

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Agenda

Time	Modules	Agenda Items
180 minutes	**Introduction**	Introduction Video: *Become an **enVision** Power User* Agenda Learning Goals Log In Learning Journey
	Let's Dive In: Topic Structure and Planning	Learning Goals Savvas Realize Refresher and Playlists Topic Structure Dive Activity: Topic Resources Topic Planning Guide
	Let's Dive In: Lesson Structure and Planning	Learning Goals Activity: 3 Act Math Simulation 3 Act Math 3-Step Lessons Teacher Self Check Activity: Teacher Self Check Exploration Activity: Power User Statements
180 minutes	**Digital Dive: Instructional Resources**	Digital Resources Discussion and Demo Activity: Math Tools Realize Reader Walkthrough Activity: Realize Reader Power User Statements
	Assessment: Monitoring Progress	Assessment Discussion and Assessment Guide Formative Assessment Activity: Scout Assessment Data Demo Activity: Data Dive Power User Statements
	Differentiation: Deciding with Data	Differentiation Discussion Differentiation Based on Assessment Activity: Deciding with Data Digital Differentiation Differentiation in a Topic Activity: Differentiation Resources Power User Statements
	Wrap Up	Wrap Up Next Steps in the Learning Journey Activity: Goal Setting Review Learning Goals Acknowledgements
6 hours	**Total Time**	

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SAVVAS

Alum Rock Elem School District
2930 Gay Ave
San Jose, CA 95127-2398
United States

Quote Number: 229931-1
Quote Creation Date: 05-12-2023
Quote Expiration Date: 09-30-2023

Quote Release: 1

Alum Rock ESD_enVision '20_Program Activation + Implementation Essentials PD

Price Quote Summary

Solution	Base Amount	Total
enVisionMATH® for Professional	$ 6,600.00	$ 6,600.00
Solution Subtotal	**$ 6,600.00**	**$ 6,600.00**
Shipping & Handling		**$ 0.00**
Total		**$ 6,600.00**

Price Quote Detail

ISBN	Description	Price	Charged Qty	Total Charged
enVisionMATH® for Professional Development				
enVision Mathematics Common Core Professional Development©2020 - Implementation Essentials				
0000000124091	ENVISION MATHEMATICS COMMON CORE GRADES K-5 2020 IMPLEMENTATION ESSENTIALS	3300.00	1	$3,300.00
	enVision Mathematics Common Core Professional Development©2020 - Implementation Essentials Subtotal			**$ 3,300.00**
enVision Mathematics Common Core Professional Development©2020 - Program Activation				
0000000124111	ENVISION MATHEMATICS COMMON CORE GRADES K-5 2020 PROGRAM ACTIVATION	3300.00	1	$3,300.00
	enVision Mathematics Common Core Professional Development©2020 - Program Activation Subtotal			**$ 3,300.00**
	enVisionMATH® for Professional Development Subtotal			**$ 6,600.00**

Alum Rock Elem School District

ISBN	Description	Price	Charged Qty	Total Charged
	Solution Subtotal			**$ 6,600.00**
		Shipping and Handling		**$ 0.00**
			Total	**$ 6,600.00**

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Academic Services (School/Dept.) VENDOR NO. _____

Submitted by: Dr. Tara Bickford

☑ **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: Studies Weekly, Inc.

Address: 1140 North 1430 West City: Orem State: UT Zip: 84057

Phone: (866) 311 - 8734 Email Address: tosha.vancooten@studiesweekly.com

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on July 1, 2023, and will diligently perform as required and complete performance by June 30, 2024, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

3. **CONTRACTOR'S OBLIGATION:** Contractor shall provide the following services, materials, products, and/or reports as further described in **Exhibit A**, attached hereto and incorporated herein by this reference ("Services").

Studies Weekly, Inc. will provide 6 professional development sessions for elementary teachers around their Social Studies curriculum.

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.

X b. **Other:** $16,800.00 (describe rate agreement) _____

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
060	6266	0	5815	00	1110	1000	030200	305	7395	$16,800.00	

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

Doc ID: 87b587e87b3540353145af65ae081b693b3b6ec4

Studies Weekly®

Professional Development



YOUR REGIONAL MANAGER AND CURRICULUM COORDINATOR WILL MEET WITH YOU TO DISCUSS YOUR OPTIONS AND EXPLORE THE BEST SOLUTIONS TO SUPPORT YOUR SUCCESS.

430067 v23-24

Customized PD Training Sessions



Onboarding

Introductory-level sessions provide educators new to Studies Weekly with initial training and a guided tour of your print and online publications. Prerequisite for intermediate/advanced-level sessions.



Instructional Modeling

Intermediate/advanced-level sessions provide instructional modeling to engage in hands-on experiences with our publications, including cross-curricular integration, inquiry, and phenomenon-based learning.



Train the Trainer

Intermediate/advanced-level sessions provide teacher leaders, instructional coaches, and administrators with professional development coaching to lead their own campuses with Studies Weekly.



Curriculum Coaching

Sessions for administrators and curriculum teams to support alignment and implementation with Studies Weekly publications, including curriculum writing, instructional walks, and implementation consulting.

All sessions can be customized to fit your school or district's needs by:

- audience (TEACHERS, ADMIN, PARENTS, ETC.)
- content area
- instructional focus
- mode of delivery (WEBINAR OR FACE-TO-FACE)
- grade level
- learning outcomes

REQUEST CUSTOMIZED PROFESSIONAL DEVELOPMENT AT:

s-w.co/pd-form

À la Carte Training Menu

Webinar

Webinar Session
(up to 2 hours)

$750/session

Face-to-Face

Face-to-Face Training Session
(up to 6 hours)

$2,800/day

Must be completed in a single day

Consecutive F2F

Additional F2F Training
(up to 6 hours)

$1,800/day

Discounted rate only applies to training scheduled consecutively after 1st session

Free National Webinars

Onboarding Webinars

Explore your new Studies Weekly curriculum through a guided tour of print and online publications.

What's New Webinars

See new product updates, strategies, lesson ideas, and customer-use opportunities.

Thought Leadership Webinars

Explore educational innovations, initiatives, frameworks, and strategies to lead your classroom, campus, and district with Studies Weekly.

Regional Webinars

Guide your own professional growth with the support of Studies Weekly curriculum coordinators and other professional teachers.

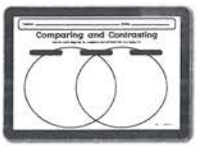
Find all national webinars at studiesweekly.com/events

Studies Weekly Online Training & Resources

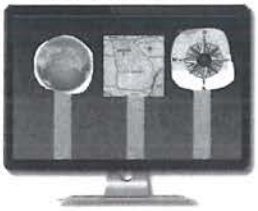
On-Demand Training



Teaching & Learning Tools



Student Artifacts



Find at Studies Weekly Online
under the Training & Resources Tab

Qualifying Contract Purchase Levels

$25K–$50K	$50K–$100K	$100K–$150K
1 Day of training	1 Day of Training + 1 webinar	2 Days of Training + 1 webinar

$150K–$200K	$200K–$300K	$300K–$400K
2 Days of Training + 2 webinars	3 Days of Training + 2 webinars	3 Days of Training + 3 webinars

$400K–$750K	$750K+	All Customers
4 Days of Training + 4 webinars	5 Days of Training 5 webinars + Curriculum Coaching Implementation Plan	National Webinars On-demand resources

Qualified Professional Development is good for the term of your contract.

Additional Support for Qualifying Customers



Teacher Advocate

An experienced educator is available for small group and one-on-one instructional support with Studies Weekly.

Studies Weekly®

Quote #75269

QUOTE #75269

Quote Issued: 04/20/2023
Expiration: 07/09/2023
School Year: 2023-2024
Referral: Sales Rep

REQUESTER

TARA BICKFORD
ALUM ROCK ELEM SCHOOL DISTRICT
2930 GAY AVE
SAN JOSE, CA 95127
tara.bickford@arusd.org
(408)928-6800

REQUIRED FOR SHIPPING

All fields required. Orders cannot be shipped until purchase order is received. Studies Weekly begins shipping materials in May for the applicable school year. Someone must be present to sign for the delivery.
Disclaimer: If you did not designate your preference for partial or full shipped orders, all orders will default to partial shipping in mid-August.

Billing Name, Phone, Email (Billing contact if different than listed)

Billing PO #

Shipping Name, Phone, Email

Shipping Address (if different from listed)

REQUIRED: When are you NOT available to receive the materials?

☐ No shipping restrictions ☐ Exclusion Dates for receiving

REQUIRED: Would you like to receive your materials as they become available or would you like us to hold your order until all can be shipped together?

☐ Partial Ship ☐ Whole Ship

Authorized Signature Date

By signing this quote you are agreeing to submit it as an order. All orders are subject to our terms and conditions found on http://studiesweekly.com/legal
Occasionally, due to weather or other unforeseen circumstances, delivery may take longer than expected. However, you will have online access to your curriculum before that, depending on the time of year and if you roster your students.

CONTACT US

1140 N 1430 W Orem, UT 84057
Phone: 866-311-8734 | Fax: 866-531-5589
Email: orders@studiesweekly.com

REGIONAL MANAGER

Chris Stott
chris.stott@studiesweekly.com
801-301-0033

ACCOUNT MANAGER

Tosha Van Cooten
tosha.vancooten@studiesweekly.com
801-259-5546

TERMS AND CONDITIONS

Please visit
http://www.studiesweekly.com/legal/
to learn more about our legal terms.

Grade	SKU	Title	Class	Unit Price	Qty	Cost
Services						
F	PDF2F	Face-to-Face Training Session (up to 6 hrs)	1	$2,800.00	6	$16,800.00
				Total		**$16800**

Sub Total:	$16,800.00
Tax:	$0.00
Shipping:	$0.00
Total:	**$16,800.00**

Customer Note:

This quote expires July 9, 2023.

Thank you,
for your interest in Studies Weekly. If you are ready to purchase, please provide the information above and submit your order.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Business Services (School/Dept.) VENDOR NO. 21752

PROGRAM MANAGER: Kolvira Chheng

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: STLR Corp, dba Ryland School Business Consulting

   Address: 8334 Parus Way City: Granite Bay State: CA Zip: 95746

   Phone: (916)652-7165 Email Address: terri@rylandsbc.com

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

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date July 1, 2023 end date June 30, 2024

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

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

   Ryland SBC will provide general financial planning and business services as needed; assist with business office assistance, training, budget develop; year-end closing; fiscal viability; analyze long-term cash flow schedules; and presentations to the board.

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)

   X a. **Fee Rate:** $185.00 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:** $NTE $49,000.00 (describe rate agreement) District will be billed on monthly basis for fees and expenses as approved by the Supt.

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	$ AMOUNT	PROG. TITLE	BUS OFC
01000	00058150000	0720000000040	07200	NTE $49,000.		5/24/23

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

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

Ryland | SCHOOL BUSINESS CONSULTING

SCHOOL BUSINESS SERVICES CONTRACT

This contract is made by and between STLR Corp, dba RYLAND SCHOOL BUSINESS CONSULTING (Contractor) and the ALUM ROCK UNION SCHOOL DISTRICT. Contractor will provide financial and business office services (described more specifically below) as needed and directed by District staff. In consideration of the services provided, the ALUM ROCK UNION SCHOOL DISTRICT will pay to Contractor hourly fees of $185 for professional services and for travel time. All charges, including expenses, will be approved by the Superintendent or designee of the ALUM ROCK UNION SCHOOL DISTRICT. Expenses are defined as actual, out-of-pocket expenses, such as lodging, meals, telephone charges, express or overnight mail charges, etc. The District will be billed on a monthly basis for fees and expenses, not to exceed $49,000. The term of this contract is twelve months.

RYLAND SCHOOL BUSINESS CONSULTING will provide general financial planning and business services to ALUM ROCK UNION SCHOOL DISTRICT and its districts which may include but are not limited to the following: business office assistance and training; budget development; year-end closing of the books; general financial analysis as needed for negotiations; charter school petition evaluation and fiscal viability analysis; documentation of procedures; development of financial strategies and analysis related to growth or decline; recommendations for board policy; preparation or review of short-term and long-term cash flow schedules; and presentations to the governing board.

It is expressly understood and agreed to by both parties that the Contractor, while carrying out and complying with any of the terms and conditions of this agreement, is a corporation licensed in California and not an employee of the District. This contract may be terminated by either party with 30 days' notice. In the case of early termination, ALUM ROCK UNION SCHOOL DISTRICT will be entitled to completion of all work in progress at its option, and RYLAND SCHOOL BUSINESS CONSULTING will be entitled to payment in full of all expenses and fees incurred.

AGREED:

_____	_____ *Teresa R Ryland*
Hilaria Bauer, Superintendent ALUM ROCK UNION SCHOOL DISTRICT	President RYLAND SCHOOL BUSINESS CONSULTING
_____	_____
Date	Date

8334 Parus Way, Granite Bay, California 95746
Office (916) 652-7165 Fax (916) 652-7168 www.rylandsbc.com

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Human Resources (School/Dept.) VENDOR NO. 22672

Submitted by: Dr. George Kleidon

☑ **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: PowerSchool Group LLC

Address: 150 Parkshore Dr. City: Folsom State: CA Zip: 95630

Phone: (916) 619-1623 Email Address: mike.thompson@powerschool.com

SSN: _____ or Fed I.D. #: 47-4429364

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").

PowerSchool "Unified Talent Perform" will provide a program which collects evaluations for all staff. Evaluations will be highly configurable and completed within the platform along with robust analytics, reporting system, and integrated professional learning.

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:** $25,000.00 (describe rate agreement) _____

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
010	0000	0	5815	00	0000	7200	000000	600	5010	$25,000.00	

6. Reserved

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

PowerSchool
Powering Brighter Futures

PowerSchool Group LLC
150 Parkshore Dr., Folsom, CA 95630
Quote #: Q-794886 - 1
Quote Expiration Date: 30-JUN-2023

Sales Quote - This Is Not An Invoice

Prepared By:	Amber Aden	Customer Contact:	George Kleidon
Customer Name:	Alum Rock Union Elementary School District	Title:	Director of HR
Enrollment:	7,000	Address:	2930 Gay Ave
Contract Term:	12 Months	City:	San Jose
Start Date:	1-JUL-2023	State/Province:	California
End Date:	30-JUN-2024	Zip Code:	95127
		Country:	United States
		Phone #:	408-928-6835

Product Description	Quantity	Unit	Extended Price
Initial Term 1-JUL-2023 - 30-JUN-2024			
License and Subscription Fees			
Unified Talent (TalentEd) Perform District	7,000.00	Students	USD 19,845.00
UT Perform One Time Discount	1.00	Each	USD -8,595.00
	License and Subscription Totals:		**USD 11,250.00**
Professional Services and Setup Fees			
PowerSchool Suite Implementation Services	1.00	Each	USD 9,890.00
	Professional Services and Setup Fee Totals:		**USD 9,890.00**

PowerSchool Suite Implementation Services Contains: Unified Talent Perform Implementation - Comprehensive (1 Each), Unified Talent Perform Implementation - Custom (1 Each)

Training Services			
PowerSchool Suite Training Services	1.00	Each	USD 3,860.00
	Training Services Total:		**USD 3,860.00**

PowerSchool Suite Training Services Contains: UT Perform Training Remote (2 Day)

Subscription Period Total

Total Discount	**USD 10,800.00**
Initial Term	**1-JUL-2023 - 30-JUN-2024**
Amount To Be Invoiced	**USD 25,000.00**

Annual Ongoing Fees as of 1-JUL-2024 - Fees subject to an annual uplift, which will be reflected on renewal quote

Unified Talent (TalentEd) Perform District	7,000.00	Students	USD 19,845.00

Estimated Annual Ongoing Fees Total: **USD 19,845.00**

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. Customer understands the above Annual Ongoing Fees for the next subscription period do not include the annual uplift, which will be applied at the time of renewal. On-Going PowerSchool Subscription/Maintenance and Support fees are invoiced at the then current rates and enrollment per terms of the main agreement executed between PowerSchool and Customer ("Main Services Agreement"). Any applicable state sales tax has not been added to this quote. Subscription Start and End Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote. All invoices shall be sent to Customer upon or promptly after execution of this quote, unless otherwise set forth in the applicable statement of work or Main Services Agreement (e.g., services billed on time and material basis will be invoiced when such services are incurred). Notwithstanding anything to the contrary in the Main Services Agreement, if Customer pays in advance for any professional services, all professional services must be scheduled and delivered within twelve (12) months of the applicable quote start date, unless otherwise agreed in writing by PowerSchool; any portion of any prepaid amount for professional services that has not been used by Customer toward professional services rendered within such twelve (12) month period will be forfeited. Payment shall be due to PowerSchool before or on the due date set forth on the applicable invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for confirming this order and its own internal purposes, and no other. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months. Treatment of purchase orders are governed as provided in the Main Services Agreement. By execution of this quote, or its incorporation, this and future purchases of subscriptions or services from PowerSchool are subject to and incorporate the terms and conditions found at:
https://www.powerschool.com/MSA_Feb2022/

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC
Signature:



Printed Name: Eric Shander

Title: Chief Financial Officer

Date: 31-MAY-2023

Alum Rock Union Elementary School District
Signature:

Printed Name: Hilaria Bauer, Ph.D.

Title: Superintendent

Date:

*****Sales Quote - This Is Not an Invoice*****

PowerSchool

Statement of Work

Purpose of Document

The purpose of this Statement of Work ("SOW") between PowerSchool Group LLC ("PowerSchool") and Customer ("You", "Your") is to outline the process, approach, and completion criteria for each step of the process to implement PowerSchool. This document covers the roles and responsibilities of the PowerSchool Project Manager, Implementation Specialist(s), and Customer in each step of the PowerSchool implementation process, serving as an outline of services PowerSchool is expected to deliver. This SOW calls out specific functional areas of PowerSchool that are covered for implementation services and level of coverage.

Successful implementation of new software requires proven project management and methodology. The timeline will be mutually adapted within a project management tool between PowerSchool and the Customer. PowerSchool provides a comprehensive package of services designed to ensure Your PowerSchool deployment project meets Your unique needs and expectations. Additional training, consulting and customization services can be purchased to help augment additional needs You may have with Your PowerSchool deployment. The delivery of Professional Services contained in this document will be provided remotely. If travel is required, all travel related expenses will be invoiced as incurred.

We will partner with You and be Your liaison to PowerSchool during the implementation. You will have a project team to help you, as a Customer, connect to other PowerSchool services and support, while also providing project planning, communication, project execution, and product specialist consulting. For a successful PowerSchool implementation, it is important that You understand the responsibilities, carve out the time required and keep on pace with the timeline. This will involve gathering information, helping Your team come to agreement on configuration and data standardization, your own product training and monitoring other staff assigned training for completion, adjusting desk level procedures, and planning for go live among several other tasks. The overall steps included in a project are outlined below.

This Statement of Work is subject to the terms and conditions of the current master agreement between the parties and any associated policies, pursuant to which PowerSchool has licensed the PowerSchool application to the Customer.



Pre-Services	Project Begins	Project Management	Environment Setup	Training/Verification	Product Ready	Post-Services
Review/Choose Package	Initial contact	Project Plan	Integration Enabled	Confirm Training	Post-IMP Resources	Services → Support
Sign Contract/SOW	Team Assignments	Identify Team	Work Sessions/Setup	Project Review	Final Project Sign-off	Submit Cases
Sales → Services	Product Delivery	Project Collateral	Data Services	Communication Log	Customer Satisfaction	Customer Success

Released January 2021
Document Owner: PowerSchool Group LLC, Product Deployment Solutions

This edition applies to the current PowerSchool software and to all subsequent releases and modifications until otherwise indicated in new editions or updates. The data and names used to illustrate the reports and screen images may include names of individuals, companies, brands, and products. All of the data and names are fictitious; any similarities to actual names are entirely coincidental.

General Assumptions

1. Implementation services will be delivered remotely unless onsite services are purchased separately.
2. Client is to provide a data extract to PowerSchool in accordance with Tiered Service package selected (if needed).
3. Implementation timeline is stated within the Planning Phase, extending the timeline may require the customer to purchase additional services.
4. Implementation services are completed when delivered and the deliverable acceptance procedure is complete.
5. Additional services are available and can be purchased for items out of the scope of implementation (see Project Change Control and Escalation Change Procedure section of this document).
6. Customer will adhere to the active PowerSchool Cancellation Policy. "Services Cancellation: Licensee shall pay a cancellation charge equal to fifty percent (50%) of the services fee and any non-refundable expenses incurred by PowerSchool if Licensee cancels any scheduled professional services less than fourteen (14) days before the occurrence of any service dates that PowerSchool has scheduled at Licensee's request."
7. Customer must identify a designated Customer project lead before the project kick-off meeting. The Customer project lead will be responsible for delivering all sections of the "Customer Responsibilities" included in the SOW in a complete manner within the project timeline.
8. The designated Customer project lead should be an employee of the organization implementing PowerSchool. Customers that hire third-party organizations to act on the behalf of the Customer for implementation may be required to sign a waiver form provided by PowerSchool, indicating that the third-party organization is authorized to act on the Customer's behalf when interacting with PowerSchool. The Customer will be responsible for maintaining proper communication channels with third party organizations hired by the Customer.
9. All sign offs must be done by an employee and designated signatory of the Customer. Third party entities engaged by the Customer are not acceptable signatories for any project sign offs.
10. The PowerSchool Project Manager and/or Application Specialist will guide Customer to available procedures, guidelines, standards, reference materials and system/application documentation.
11. Implementation Services is assuming the product will be deployed as-is, items outside of Scope of Work must go through the change control procedures (see Project Change Control and Escalation Procedure in this document).

Released January 2021
Document Owner: PowerSchool Group LLC, Product Deployment Solutions

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Deliverables Acceptance Procedure

Deliverables Acceptance

This Statement of Work outlines PowerSchool deliverables for each phase of the implementation project in the PowerSchool Objections and Completion Criteria sections. Each deliverable will be reviewed and accepted in accordance with the following procedure:

- Deliverable will be submitted or delivered to the Customer project lead or designated Customer team member. It is the Customer project lead's responsibility to review and accept deliverable as complete.
- Within six (6) business days of completion of the project the Customer project lead will either accept the final deliverables or provide the PowerSchool implementation specialist a written list of objections. If no response from the Customer project lead is received within six (6) business days, then the deliverables will be deemed accepted, unless the Customer requests an extension.
- The PowerSchool implementation specialist will consider the Customer's objections within the context of PowerSchool's obligations as stated within this Statement of Work. Revisions agreed to by PowerSchool will be applied at which time the deliverables will be reviewed within six (6) business days and the Customer project lead either will accept the deliverables or provide the PowerSchool implementation specialist a written list of objections. If no response is received within six (6) business days, then the deliverables will be deemed accepted, unless the Customer requests an extension.
- Customer objections that are not agreed to by PowerSchool will be managed in accordance with the Project Change Control Procedure described below. If resolution is required to a conflict arising from Customer's objection to a deliverable, the Customer and PowerSchool will follow the Escalation Procedure described below.
- All deliverables required to be delivered hereunder are considered to be owned by PowerSchool with unlimited internal use by the Customer, unless otherwise noted.

Released January 2021
Document Owner: PowerSchool Group LLC, Product Deployment Solutions

This edition applies to the current PowerSchool software and to all subsequent releases and modifications until otherwise indicated in new editions or updates. The data and names used to illustrate the reports and screen images may include names of individuals, companies, brands, and products. All of the data and names are fictitious; any similarities to actual names are entirely coincidental.

Project Change Control and Escalation Procedure

Project Change Control

The following process will be followed if additional services to this Statement of Work are required or desired.

- A Project Change Request (PCR) will be the vehicle for communicating change. The PCR must describe the change, rationale for the change and the effect the change will have on the project.
- The designated Customer project lead will review the proposed change and recommend it for further investigation or reject it. A PCR must be signed by the authorized Customer project lead to authorize quote for additional services. If the Customer accepts additional services and charges, a change to the original purchase order or new purchase order is required. Change to this Statement of Work through additional addendum will authorize additional scope and work.
- A written Change Authorization and/or PCR must be signed by authorized representatives from both parties to authorize implementation of the investigated changes. Until a change is agreed upon in writing, both parties will continue to act in accordance with the latest agreed version of the SOW.

Customer Escalation Procedure

The following procedure will be followed if resolution is required for a conflict arising during the project

- **Level 1:** Customer project lead will notify PowerSchool Project Manager via email with details of escalation.
- **Level 2:** If the PowerSchool Project Manager cannot provide resolution or path to resolution five (5) business days from receipt of level 1 escalation email, the Customer project lead will notify PowerSchool manager via email to – pmoleadership@powerschool.com
- **Level 3:** If the concern remains unresolved after Level 2 intervention, resolution will be addressed in accordance with Project Change Control Procedure or termination of this SOW under the terms of the Contract.

During any resolution, PowerSchool agrees to provide services related to items not in dispute, to the extent practicable, pending resolution of the concern. The Customer agrees to pay invoices per the Contract, as rendered.

Released January 2021
Document Owner: PowerSchool Group LLC, Product Deployment Solutions

This edition applies to the current PowerSchool software and to all subsequent releases and modifications until otherwise indicated in new editions or updates. The data and names used to illustrate the reports and screen images may include names of individuals, companies, brands, and products. All of the data and names are fictitious; any similarities to actual names are entirely coincidental.

PowerSchool

Unified Talent Perform Comprehensive Statement of Work

Initiating (Pre-requisites before Planning)

PowerSchool Responsibilities

- Deploy Perform site
- Provide Login Credentials
- Send Welcome Email with Statement of Work
- Identify PowerSchool Project Team
    - Project Manager
    - Technical Specialist
    - Implementation Specialist(s)
    - Education Impact Consultant
- Send Customer access to the following:
    - Project Plan

Customer Responsibilities

- Identify Customer Project Team
    - Project Manager
    - Subject Matter Expert(s)
- Review Statement of Work

Completion Criteria

This activity will be considered complete when:

- Customer signs the Statement of Work

Planning

PowerSchool Responsibilities

- Schedule and conduct a kick-off meeting
- Comprehensive Model is one hundred and five (105) calendar days from the date of the kick-off meeting
- Provide introduction to the Support site
- Review the deliverables in the SOW and explain the implementation process
- Schedule the PowerSchool implementation and training resources based on project timeline
- Discuss the role and responsibilities of a technical resource during the project
- Discuss the role and responsibilities of the Education Impact Consultant
- Update the Project Plan to include implementation timing and resources
- Schedule regular Status Calls as needed

Unified Talent Perform Comprehensive Statement of Work

Customer Responsibilities

- Attend kick-off meeting and all subsequent meetings and training required
- Utilize the online Project Plan and trainings throughout the project to stay up to date
- Plan for training and ensure users attend required training sessions
- Provide Example Evaluation Forms

Completion Criteria

This activity will be considered complete when:

- The kick-off meeting is completed
- The Project Plan is updated based on discussed timelines
- Example Evaluation Forms have been provided

Authentication Services

As part of these services, PowerSchool will assist the customer to configure Single Sign On (SSO) using LDAP or OIDC authentication for the PowerSchool product(s) undergoing implementation. This will be a one-time setup for which the PowerSchool implementation team will assist with the setup and configuration of the authentication services for live product(s), and the currently implemented product(s). Additionally, PowerSchool will assist with the enablement of the PowerSchool AppSwitcher for any other live PowerSchool product(s) (i.e. already implemented) where AppSwitcher is supported.

PowerSchool Responsibilities

- Update user accounts to ensure matching between systems
- Configure SSO using LDAP or SSO (if applicable)
- Configure AppSwitcher with current and new PowerSchool products (if applicable)

Customer Responsibilities

- Identify and enable the Identity Provider (IDP) for setting up of SSO
- Test the setup of Authentication services and AppSwitcher

Completion Criteria

- Customer signs the final checklist that Authentication Services are complete

PowerSchool

Unified Talent Perform Comprehensive Statement of Work Executing

PowerSchool Responsibilities

- Schedule and install the Software
- Provide Security Settings information.
- Create the following content in the Perform system
  - A maximum of 5 evaluation processes
  - One Action Plan
  - A maximum of 15 forms including walkthroughs/informal observations
  - Importing Users
  - A maximum of two rubrics
  - Edit any system notification emails
- Provide *system administrator training* and best practices on the following System Settings:
  - Data Import Templates
    - Locations
    - Users
    - Job Types
    - Supervisors
  - Creating Custom Forms – including but not limited to
    - Goal Setting
    - Observation
    - Walkthrough
    - Summative
  - Building Processes
  - Using Rubrics
  - Facilitating Workflows
  - Assigning and Managing Evaluators
  - Scripting Tool
  - Using System Reports
  - Perform Analytics
  - System Notifications
- Provide Evaluator Training (2 hours online unless additional on-site training purchased)
- If applicable, configure the App Switcher and SSO Authentication services
- The Education Impact Consultant provides expertise and guidance for the effective enablement of the product being implemented

Unified Talent Perform Comprehensive Statement of Work

Customer Responsibilities

- System Configuration
  - Provide sample content to project lead in a timely manner to allow for the building of content (allow a 3-week turnaround for any new content provided for build-out)
  - Complete remaining configuration tasks once Project Lead has completed contracted tasks (including but not limited to the list above)
  - Review and verify configuration, complete signoff

Completion Criteria

This activity will be considered complete when:

- The system has been installed
- Customer completes System Configuration Signoff

Monitoring

PowerSchool Responsibilities

- Schedule and conduct a launch review meeting
- Provide launch documentation

Customer Responsibilities

- Attend all Product Overviews and Training
- Complete end-user testing within the software
- Log and Follow Up on Support Cases as needed
- Report critical issues to your implementation team

Completion Criteria

This activity will be considered complete when:

- Customer has attended Product Overviews
- Customer has attended any additional training included in their package
- Customer has completed the launch review meeting

Unified Talent Perform Comprehensive Statement of Work

Closing

PowerSchool Responsibilities

- Review and finalize any remaining project deliverables
- Introduce customer to support contact methods
- Submit Services to Support Survey
- Provide final project sign off to customer

Customer Responsibilities

- Review completed project deliverables
- Understand that support will become primary contact for customer
- Complete final project signoff
- Complete Customer Satisfaction Survey

Completion Criteria

This activity will be considered complete when:

- Customer completes final project signoff

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

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

To: Hilaria Bauer, Ph.D., Superintendent

From: Ed Villarreal, Director of Maintenance, Operation & Transportation

Re: Contract Approval-Axiom Communications Systems

Date: June 5, 2023

Summary:
It is necessary for the District to maintain a contract with an experienced and reliable company that can provide fire alarm inspection and maintenance services district-wide.

The District reached out to multiple contractors for proposals, and based on pricing, experience, and responsiveness, the District recommends contracting with Axiom Communications Systems.

Recommendation:
Staff recommends that the Board of Trustees approve the contract with Axiom Communications Systems for $65,000 for the 2023-2024 Fiscal Year.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

AGREEMENT FOR REPAIR AND MAINTENANCE PROJECTS

TO: DIVISION OF BUSINESS SERVICES

CONTRACT NO: _____

FROM: Maintenance, Operations & Transportation (M.O.T.)

INDIVIDUAL/COMPANY NAME: **Axiom Communications Systems**

VENDOR NO: 300480

ADDRESS: **915 Boulder Drive, San Jose, CA 95132**

FAX NUMBER:

TELEPHONE NUMBER: **(408) 872-2445**

TAX ID NUMBER: 86-3636581

E-Mail: allan@axiomalarms.com

BOARD APPROVAL DATE: June 22, 2023

CONTRACT TERM: From July 1, 2023 – June 30, 2024

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

A. One-line description for the Governing Board report: **Provide service and repair on all fire alarm, security, and PA intercoms. Also inspect, test, maintain and certify fire alarm systems. Emergency response service is provided 24 hours a day, 7 days a week.**

B. Full description of services to be provided and expected results (e.g. services, materials, products and/or reports). Attach Scope of work, proposals exhibit, and other pertinent documentation.

BUDGET CODE:

FD	RESC	PY	OBJECT	SB-OB	GOAL	FCTN	CST-CTR	LOC	PROG	AMOUNT
050	8150	0	5815	00	0000	8100	000000	450	8130	$65,000.00

Program Manager/Principal _____ **Date:** 5/26/23

Superintendent _____ **Date:** _____

Fiscal Approval Maria Newton **Date:** 6/6/2023
Accountant

Director of Fiscal Services _____ **Date:** 6/7/23

Asst Supt, Bus Services _____ **Date:** 6/7/23

COMPENSATION: In consideration of the Contractor's provision of services as described above, and subject to the payment Provisions expressed herein, ARUESD shall pay Contractor, upon Contractor's submission of a properly documented demand for payment (Form B-210) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

_____ a. **Fee Rate:** $ 135.00 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. **Flat Rate:** $_____ to be the total payment to the Contractor including travel and/or other expenses.

__X__ c. **Other:** $65,000.00 (NTE) **FY:** 2023 – 2024

Axiom Communication Systems
915 Boulder drive
San Jose, CA. 95132
408-872-2445

Date : 05/24/23

Axiom
Communications Systems

allan@axiomalarms.com contractor Lic. C10 1077571

Customer : Alum Rock Union School District

Scope of work

Fire Alarm ,Intercom Pa and Security systems , Monitoring & low voltage systems
Electrical , lighting fire alarm sprinkler and kitchen hood

Axiom will service and repair all fire alarm ,security , surveillance equipment any more. We also Inspect, Test, Maintain, and Certify the fire alarm systems detailed ›.Axiom will satisfy requirements of NFPA 72, Chapter 10, conform to the equipment manufacturer's recommendations, and verify operation of the fire alarm systems. Inspection A visual inspection of every device in the "List of Equipment" will be performed to ensure that no facility changes have occurred which could affect equipment or system performance based on the original design. Testing Every device and control function shown in the "List of Equipment" will be physically activated to ensure its functionality as designed and installed. Testing takes into consideration the AHJ (Authority Having Jurisdiction) requirements, local ambient conditions and the manufacturer's recommendations. Contractor will follow NFPA 72 recommended test methods and frequencies as a minimum guideline for system testing. System configuration is verified during quarterly inspections and compared to existing records. Complete documentation of testing and a report of any deficiencies will be presented for review before the Technician leaves the facility. Audible Testing will be conducted during off or non-operational hours and the schedule will be pre-approved by the(OWNER LOCATION). Preventative Maintenance System components will be cleaned, recalibrate and retested if necessary to ensure continued performance and reduce the risk of component or system failure. During scheduled visits, minor repairs will be made, such as replacement of faulty detectors or damaged devices. Smoke Detector Sensitivity Testing Smoke Detector Sensitivity testing will be performed in accordance with NFPA 72 using the manufacturer's recommended test methods and a UL approved testing device. Contractor will provide the necessary documentation to satisfy the AHJ. Arclite will provide an analysis of the report along with recommendations for detectors that require cleaning or replacement. Corrective Maintenance Necessary repairs for deficient or inoperable devices such as those found during the course of system testing, inspection or preventative maintenance, or have failed during operation will be provided. Only original replacement components manufactured by the original equipment manufacturer or other compatible components are used in order to preserve Underwriters Laboratories (U.L.) Listings and meet NFPA requirements. Emergency Service Emergency service response between scheduled tests

will be available 24 hours a day / 7 days a week to minimize system downtime. Emergencies will be determined by Owner and Subcontractor. On-Site Response will be provided via a telephone response within 30 minutes and Service Technicians will be onsite within four (4) hours. Non-emergency calls, as determined by facility's staff, will be handled the next business day. On Site Staffing Trained and certified personnel for on-site system support will be provided. As part of the services, any additional training will be provided while technicians are on site. List of Equipment Annual Testing Frequencies

We offer$135.00 per hour(minimum 2 hours) for regular hours(8:00 am to 4:00 pm) Monday through Friday except holidays.
Overtime rate time and half $202.50 (min 3 hours) from 4:00 pm to midnight and Saturday 8:00 am to 4:00 pm.
Double time rate$270.00, after midnight to 8:00 am M-F Saturday after 4:00 pm and all Sunday.

Sincerely: Allan Salehi A Salehi 05/24/23
Service manager
Axiom Communications Systems

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

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

To: Hilaria Bauer, Ph.D., Superintendent

From: Ed Villarreal, Manager of Maintenance, Operation & Transportation

Re: Contract Approval- Blossom Hill Glass & Mirror

Date: June 7, 2023

Summary:
Due to frequent vandalism resulting in broken windows, the District must sustain a contract with a company adept at providing emergency glass repairs and replacements district-wide on an as-needed basis.

Recommendation:
Staff recommends that the Board of Trustees approve the Blossom Hill Glass & Mirror contract for $60,000.00 for the 2023 – 2024 Fiscal Year.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

AGREEMENT FOR REPAIR AND MAINTENANCE PROJECTS

TO: DIVISION OF BUSINESS SERVICES

CONTRACT NO: _____

FROM: Maintenance, Operations & Transportation (M.O.T.)

INDIVIDUAL/COMPANY NAME: **Blossom Hill Glass & Mirror**

VENDOR NO: 23102

ADDRESS: 370 Piercy Road, San Jose, CA 95138

FAX NUMBER: 408-629-9002

TELEPHONE NUMBER: (408) 629-7500

TAX ID NUMBER: 61-1438128

E-Mail: samantha@bhglass.net

BOARD APPROVAL DATE: June 22, 2023

CONTRACT TERM: From **July 01, 2023 – June 30, 2024**

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

A. One-line description for the Governing Board report: **Provide emergency glass repair and replacement due to vandalism district wide.**

B. Full description of services to be provided and expected results (e.g. services, materials, products and/or reports). Attach Scope of work, proposals exhibit and other pertinent documentation.

BUDGET CODE:

FD	RESC	PY	OBJECT	SB-OB	GOAL	FCTN	CST-CTR	LOC	PROG	AMOUNT
010	0000	0	5815	00	0000	8100	000000	450	5350	$60,000.00

Program Manager/Principal _____ **Date:** 6/7/23

Superintendent _____ **Date:** _____

Fiscal Approval Maria Vega **Date:** 6/7/2023
Accountant

Director of Fiscal Services _____ **Date:** 6/7/23

Asst Supt, Bus Services _____ **Date:** 6/7/23

COMPENSATION: In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor, upon Contractor's submission of a properly documented demand for payment (Form B-210) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

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

_____ b. **Flat Rate:** $ _____ to be the total payment to the Contractor including travel and/or other expenses.

__X__ c. **Other:** **$ 60,000.00 (NTE)** FY: 2023 - 2024

Blossom Hill GLASS
370 Piercy Road
San Jose, CA 95138

May 30, 2023

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

To Whom it may Concern:

Blossom Hill Glass provides the following services……

1. New Retro fit windows and patio doors
2. Glass replacement single pane and double pane
3. Putty Windows
4. Plate Glass Replacement
5. Tempered Glass Replacement
6. Lami Safety Glass Replacement
7. Dark Glass Replacement

Please note that the price is as follows: $495.00 per window.

Sincerely,

Samantha Sproul
Office Manager
Blossom Hill Glass

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

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

To: Hilaria Bauer, Ph.D., Superintendent

From: Ed Villarreal, Director of Maintenance, Operation, and Transportation

Re: Contract Approval-Environmental Systems Inc.

Date: June 5, 2023

Summary:
It is necessary for the District to contract with an experienced and reliable company to complete HVAC repairs as needed district-wide. Environmental Systems Inc. is currently part of our Energy Management System and has proven to be responsible and reliable.

Time and Labor Rates:

Regular Time	$185.00 per hour
Over Time	$277.50 per hour
Double Time	$370.00 per hour
Holiday Time	$370.00 per hour

There is not a truck charge, mileage fee, or minimum call-out fee for Alum Rock Union School District.

Recommendation:
Staff recommends that the board approve the contract with Environmental Systems Inc. for $84,000.00 for the 2023-2024 Fiscal Year.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: M.O.T.-Maintenance (School/Dept.) VENDOR NO. _____

Submitted by: Ed Villarreal

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

   Name of Individual/Company: Environmental Systems Inc

   Address: 3353 De La Cruz Boulevard City: Santa Clara State: CA Zip: 95054

   Phone: (408) 980-1711 Email Address: sdagle@esite.net

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

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date July 01, 2023 end date June 30, 2024

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

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

   Provide HVAC Maintenance and Repair District-wide.

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

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

   X b. **Other:** $84,000.00 (NTE) (describe rate agreement) _____

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
050	8150	0	5650	00	0000	8100	000000	450	8130	$84,000.00	M.N. 6/6/2023

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

June 1, 2023

environmental systems inc.
CCL#422478

40 YEARS OF SERVICE
1975- 2015

Alum Rock Union School District
2390 Gay Avenue
San Jose, CA 95127
Email : gloria.fernandez@arusd.org

Attention: Gloria Fernandez
Regarding: HVAC/Control Equipment Service for period July 1, 2023 thru June 30, 2024
ESI Quote No. ARUS354-23

Environmental Systems, Inc. proposes to provide the labor and material to complete the following:

Scope of Work:

- Perform HVAC/Control equipment work per District request at all District sites
- Make authorized repairs or improvements to the equipment during the hours of 7:30 to 3:30 at the contract labor rate. Emergency service outside of regular working hours and weekends will be provided at the overtime rate of time and one half with a two-hour response time. Service on a holiday will be at double time
- Payment is due upon receipt of invoice. In the event of commencement of suit to enforce payment of this order, customer promises to pay such additional sums for attorney's fees and costs as the Courts may adjudge reasonable. Interest will be charged at the rate of 1 ½% per month on overdue accounts. We retain the right to refuse service on delinquent accounts

Environmental Systems, Inc. shall perform all work as specified, for a **Not-to-exceed pricing of Eight-four Thousand Dollars ($ 84,000.00)**

Payment made as follows:
P.O. Required

Order/Purchase of Materials	____% $_____
Base Scope of Work	____% $_____
Not-to-exceed pricing	100 % $ 84,000.00

Name: Ken Filice **Title:** Project Manager

ACCEPTANCE OF PROPOSAL AND CONTRACT

The price, specifications, and conditions of this proposal are satisfactory and hereby acceptable. I/We have read and acknowledge, and understand Environmental System's Inc.'s General Terms and conditions attached, and hereby incorporate the same as part of this Proposal & Contract. I/We agree to make all payments as outlined above.

Owner/Agent for Owner: _____ P.O. #:_____

Title: _____ Date: _____

Environmental Systems Inc – General Terms and Conditions

e nvironmental
s ystems
i nc.

ESI ENERGY

Alum Rock Unified School District 7/01/23 THRU 6/30/24

MECHANICAL SERVICE	REGULAR TIME	AFTER HOURS X 1 ½ TIME	AFTER HOURS X 2 TIME	HOLIDAY
Superintendent	$195	$292.50	$390	$390
Foreman	$185	$277.50	$370	$370
Journeyman	$185	$277.50	$370	$370
Apprentice	$125	$187.50	$250	$250

SHEETMETAL, PIPING & PLUMBING	REGULAR TIME	AFTER HOURS X 1 ½ TIME	AFTER HOURS X 2 TIME	HOLIDAY
Superintendent	$195	$292.50	$390	$390
Foreman	$185	$277.50	$370	$370
Journeyman	$185	$277.50	$370	$370
Apprentice	$125	$187.50	$250	$250
Subcontractor Markup	Cost +	15%		
Materials Markup	Cost +	20%		

- There is NOT a truck charge for ARUSD
- There is NOT a mileage fee for ARUSD
- There is NOT a "Minimum"/" CALL OUT" fee for ARUSD

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

To: Hilaria Bauer, Ph.D., Superintendent

From: Ed Villarreal, Director of Maintenance, Operation & Transportation

Re: Contract Approval- Khai Heating & Air Conditioning, Inc.

Date: June 06, 2023

Summary:
Khai Heating & Air Conditioning, Inc., is experienced with Allerton controllers and program settings along with HVAC units. They will provide service repair and maintenance of HVAC and Airedale Units at District Facilities.

The District reached out to multiple companies, and based on pricing and reliability, the staff is recommending to contract with Khai Heating & Air Conditioning, Inc.

Recommendation:
Staff recommends that the Board of Trustees approve the contract with Khai Heating & Air Conditioning, Inc., of $88,000 for the fiscal year 2023-2024.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: M.O.T.-Maintenance (School/Dept.) VENDOR NO. 21763

Submitted by: Ed Villarreal

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

   Name of Individual/Company: Khai Heating & Air Conditioning, Inc.

   Address: 1182 Raposa Drive City: San Jose State: CA Zip: 95121

   Phone: (408) 204-0682 Email Address: _____

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

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date July 01, 2023 end date June 30, 2024

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

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

   Provide Service Repair and Maintenance of HVAC and Airedale Units at District Facilities.

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:** $ 88,000.00 (NTE) (describe rate agreement) _____

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
050	8150	0	5650	00	0000	8100	000000	450	8130	$88,000.00	

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

KHAI HEATING & AIR CONDITIONING
1182 RAPOSA DR SAN JOSE, CA 95121
PHONE (408)2040682
CONTRACTOR LICENSE 99[illegible]721

Scope of work

Service and repair heating and cooling equipment and the response time is usually the same day or within 24 hours. I am specialized in Airedale heat pumps as well as straight cool units, however, non-Airedale units can also be fixed as well. Experience with Alerton controllers and program settings. I also work with school district HVAC technicians on units that fail more often than others to find the root causes and make recommendations.
Maintain all Airedale units which includes the following:

1 vacuum and wipe unit where possible.
2 clean indoor and outdoor coils if needed.
3 clean indoor and outdoor drain pans where[illegible] accessible.
3 clean bird screen if needed.

This will prevent or minimize the unnessesary break down of a/c
The cost for the service is $110/hour.

Khai Tran

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

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

To: Hilaria Bauer, Ph.D., Superintendent

From: Ed Villarreal, Manager of Maintenance, Operation & Transportation

Re: Contract Approval- Precision Communications Systems, Inc.

Date: June 06, 2023

Summary:
The District needs to maintain a contract with an experienced and reliable company that can provide fire alarm inspections and maintenance services district-wide. The District has a propriety system, which has been in place for many years, thus requiring the District to continue contracting with Precision Communications Systems, Inc.

Recommendation:
Staff recommends that the Board of Trustees approve the contract with Precision Communications Systems, Inc. for $65,000.00 for the 2023 – 2024 Fiscal Year.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

AGREEMENT FOR REPAIR AND MAINTENANCE PROJECTS

TO: DIVISION OF BUSINESS SERVICES

CONTRACT NO: _____

FROM: **Maintenance, Operations & Transportation (M.O.T.)**

INDIVIDUAL/COMPANY NAME: **Precision Communications Systems, Inc.**

VENDOR NO: **21534**

ADDRESS: **2005 O'Toole Avenue, San Jose, CA 95131**

TELEPHONE NUMBER: **(408) 583-8140**

FAX NUMBER: _____

TAX ID NUMBER: 27-2538307

E-Mail: steve@precisioncommsystems.com

BOARD APPROVAL DATE: **June 22, 2023**

CONTRACT TERM: From **July 01, 2023 – June 30, 2024**

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

A. One-line description for the Governing Board report: **Provide fire alarm inspection, and maintenance services as well as installation, testing, central monitoring, clock/PA system, and telephone installation and maintenance district-wide.**

B. Full description of services to be provided and expected results (e.g. services, materials, products and/or reports). Attach Scope of work, proposals exhibit and other pertinent documentation.

BUDGET CODE:

FD	RESC	PY	OBJECT	SB-OB	GOAL	FCTN	CST-CTR	LOC	PROG	AMOUNT
050	8150	0	5815	00	0000	8100	000000	450	8130	$65,000.00

Program Manager/Principal _____ **Date:** 6/6/23

Superintendent _____ **Date:** _____

Fiscal Approval _____ **Date:** 6/6/2023
Accountant

Director of Fiscal Services _____ **Date:** 6/7/23

Asst Supt, Bus Services _____ **Date:** 6/7/23

COMPENSATION: In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor, upon Contractor's submission of a properly documented demand for payment (Form B-210) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

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

_____ b. **Flat Rate:** $_____ to be the total payment to the Contractor including travel and/or other expenses.

__X__ c. **Other:** **$65,000.00 (NTE)** FY: **2023 - 2024**

Precision Communications

Systems

2005 O'Toole Ave · San Jose, CA 95131 · Ph: (408) 583-8140 · Fax: (408) 583-8123
corporate@precisioncommsystems.com · www.precisioncommsystems.com
C-10 Lic: 916419

June 05, 2023

Steven Doty
2005 O'Toole Ave.
San Jose, CA 95131

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

To whom it may concern,

Thank you for allowing Precision Communications Systems, Inc. to provide you with the following service:

- Fire Alarm/Security – Maintenance/Service
- Fire Alarm/Security – Design/Engineering/Installation
- Fire Alarm/Security – Testing and Inspection
- Fire Alarm/Security – Central Station Monitoring – "Hardwired" or "wireless"
- Clock/PA/Telephone Data – Maintenance/Service
- Clock/PA/Telephone – Design/Engineering/Installation
- Audio/Video "AV" – Maintenance/Service
- Audio/Video "AV" – Design/Engineering/Installation
- Labor (normal business hours) - $140/hour
- Overtime - $210/hour, Sunday - $280/hour

We are confident that you will be satisfied with the services that we can offer.

If you have any questions or concerns, Please feel free to contact me any time.

As your needs change, we will be happy to help you evaluate those needs and offer you the services that will help you achieve your goals. Again, thank you for allowing Precision Communications Systems, Inc. to provide you an option.

Sincerely,

Steven W. Doty
President

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

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

To: Hilaria Bauer, Ph.D., Superintendent

From: Ed Villarreal, Director of Maintenance, Operation, and Transportation

Re: Contract Approval - Precision Concrete Cutting

Date: June 5, 2023

Summary:
The District is required to assess and address trip hazards at our sites to ensure the safety of all students, staff, and visitors. After meeting and discussing with Precision Concrete Cutting, MOT has determined that their services would meet the needs found at various school sites within our District. They will provide a comprehensive assessment of our schools' grounds and work to make our school free of all safety trip hazards.

Recommendation:
Staff recommends that the Board of Trustees approve the Contact for Precision Concrete Cutting for $84,000.00 for the 2023-2024 Fiscal Year.

DocuSign Envelope ID: A918548F-2389-4968-8598-16FF0EB699DA

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

AGREEMENT FOR REPAIR AND MAINTENANCE PROJECTS

TO: DIVISION OF BUSINESS SERVICES

CONTRACT NO: _____

FROM: Maintenance, Operations & Transportation (M.O.T.)

INDIVIDUAL/COMPANY NAME: **Precision Concrete Cutting**

VENDOR NO: 300308

ADDRESS: **417 Harrison Street, Oakland, CA 94607**

FAX NUMBER:

TELEPHONE NUMBER: **(916) 607-0447**

TAX ID NUMBER:

E-Mail: hjimison@pccnorcal.com

BOARD APPROVAL DATE: June 22, 2023

CONTRACT TERM: From July 01, 2023 – June 30, 2024

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

A. One-line description for the Governing Board report: **Assess concrete/asphalt trip hazards and eliminate by cutting and leveling access areas district-wide.**

B. Full description of services to be provided and expected results (e.g. services, materials, products and/or reports). Attach Scope of work, proposals exhibit and other pertinent documentation.

BUDGET CODE:

FD	RESC	PY	OBJECT	SB-OB	GOAL	FCTN	CST-CTR	LOC	PROG	AMOUNT
050	8150	0	5815	00	0000	8100	000000	450	8130	$84,000.00

Program Manager/Principal _____ **Date:** 6/5/23

Superintendent _____ **Date:** _____

Fiscal Approval _____ **Date:** 6/6/2023
Accountant

Director of Fiscal Services _____ **Date:** 6/7/23

Asst Supt, Bus Services _____ **Date:** 6/7/23

COMPENSATION: In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor, upon Contractor's submission of a properly documented demand for payment (Form B-210) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

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

_____ b. **Flat Rate:** $_____ to be the total payment to the Contractor including travel and/or other expenses.

__X__ c. **Other:** $84,000.00 NTE ($65 per inch/foot) Fiscal Year: 2023 - 2024

PRECISION CONCRETE CUTTING
Trip Hazard Removal Specialists

Date: 6/2/2023

ALUM ROCK UNION ELEMENTARY DISTRICT AND PRECISION CONCRETE CUTTING (PCC)

OVERVIEW

Uneven sidewalks caused by ground settling and tree roots cause a potential hazard to students, staff and parents. Displaced sidewalks cause problems for public entities in the form of trip and fall liability exposure.

BACKGROUND INFORMATION ON PRECISION CONCRETE CUTTING

PCC has been assessing and repairing sidewalks since 1990. The company performs work throughout the United States and with dozens of cities in California.

PCC is the leader in sidewalk asset management. We specialize in assessing sidewalk infrastructure and repairing uneven sidewalks. Our unique saw-cutting method for correcting off-set sidewalk panels leaves behind ADA compliant results for a fraction of the cost of new concrete. Our clients benefit from detailed GIS maps that allow them to create a GIS database to cost effectively manage their sidewalk infrastructure.

ASSESSMENT SERVICES

PCC technicians will walk every panel in the project area and visually assess potential tripping hazards and damage. PCC will provide a GIS compatible report that list each location identified including a photo, exact location, off-set height and square foot amount for replacement locations.

PROPRIETARY MOBILE PHONE SOFTWARE

PCC has developed proprietary mobile software useable across multiple platforms (Android, iPhone, iPad, Smart Phone, etc.)

- Provides GPS Coordinates – Integrates with GIS systems
- Mapping – Provides detailed location data plotted with Google Maps
- Detailed Reporting – Provides specific and detailed data on measurements for every trip hazard
- Addresses – The software gives the address and longitude / latitude of each trip hazard location
- Additional Data - Records other data, e.g. spalling, cracks, replacements or other data you need
- Sidewalk Asset Management – PCC offers complete sidewalk asset management

PROPRIETARY AND PATENTED REPAIR METHOD

To Date, PCC has been awarded 6 patents by the US Patent and Trademark Office on our trip hazard removal equipment and process. The following is each patent description and number where they can be reviewed on the US Patent office web site – www.uspto.gov

- 6,827,074 - Hub and blade combination patent
- 6,896,604 - Dust hood patent
- 7,000,606 - Cutting apparatus and broadening patent
- 7,143,760 - Method patent
- 7,201,644 - Variations and broadening patent
- 7,402,095 - Extended methods patent



PRECISION CONCRETE CUTTING
Trip Hazard Removal Specialists

PROPOSAL DETAILS

Billing Units: Services are billed in "Inch Feet". An inch foot is calculated by measuring the average height of the sidewalk off-set and multiplying this average by the length of the cut. Example: A sidewalk off-set on a 4-foot wide sidewalk that consists of a 0.5" rise on one side, and tapers down to a zero rise on the other is calculated as follows:

$$\frac{0.5" + 0"}{2} \times 4ft = 1 \text{ inch-foot}$$

Unit Price for sidewalk shaving: $65 per inch-foot.

LIMITATIONS

PCC removes only those trip hazards specifically requested or approved by customers, and therefore makes no guarantee or representation that areas are free of trip hazards after the work is completed. It is our customers' responsibility to provide proper access and PCC assumes no liability for trip hazards that cannot be repaired due to parked vehicles or other obstacles preventing safe and practical access. In such cases, PCC returns once to attempt completion of repairs that could not be completed the first time. Additionally, it is recognized that after completion of the work, the concrete trip hazards may and frequently do continue to move naturally over time due to roots, water, freezing, pipes, and other natural or man-made causes. PCC is not responsible for movement or changes in the sidewalk and is not liable for any related claims, losses, damages or liabilities thereto pertaining.

Precision Concrete Cutting is committed to providing the highest quality service to our customers. Should you have any questions or comments, please do not hesitate to contact us.

PCC Representative:

Heather Jimison

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: Center for Speech, Language, Occupational Therapy & Applied Behavior Analysis

Address: 39420 Liberty St. #150 City: Fremont State: CA Zip: 94538

Phone: (510) 794-5155 Email Address: _____

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on June 23, 2023, and will diligently perform as required and complete performance by ~~September 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").

CSLOT will provide an Independent Educational Evaluation (IEE) per parents' request. Evaluation will be ~~for speech and language assessment, report writing and attend IEP meeting.~~

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:** $1,600 (describe rate agreement) $1,200 assessment +$170/hr for attending IEP meeting = $1,600

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	1,600	

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

C S L O T Center for Speech, Language, Occupational Therapy, and Applied Behavior Analysis

Alum Rock Unified School District

Speech and Language assessment - $1200

SLP IEP attendance via teleconference - $170/hr.

Occupational Therapy assessment - $1300

OT IEP attendance via teleconference - $180/hr.

Center for Speech, Language and Occupational Therapy & Applied Behavior Analysis

39420 Liberty St, Suite 150
Fremont, CA 94538
(P) 510-794-5155
(F) 510-422-2663

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: Cityspan Technologies Inc.

   Address: 2021 Fillmore St. #127 City: San Francisco State: CA Zip: 94115

   Phone: (510) 665-1700 Email Address: shomaila@cityspan.com

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

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date July 1, 2023 end date June 30, 2024

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

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

   Cityspan supports the Alum Rock Union School District with management of attendance data for all ASES and extended day programs. Cityspan provides training and support on attendance reporting software.

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:** $12,725.00 (describe rate agreement) _____

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS OFC Initials
060	6010	0	5846	00	1110	1000	000000	360	1386	12,725.00	

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

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

Doc ID: 9a5473580f3f630d74e2d4a3724d68267cf6f20b

cityspan

Cityspan, Inc.
2021 Fillmore St. #127
San Francisco, CA 94115
Ph: 510-665-1700
www.cityspan.com

May 17, 2023

To: Orlanda Mendes
Alum Rock Union Elementary School District

From: Mark Min, Principal
Cityspan Technologies

Re: Cost proposal

This proposal describes costs associated with licensing and operating Cityspan's attendance software for Alum Rock Union Elementary School District programs. Cityspan will provide site licenses and user support services to 25 program sites. The term of these services is July 1, 2023, to June 30, 2024. The software will collect student-level attendance data and generate summary reports.

1. Licensing and User Support

A fee will be charged for licensing the software, hosting it at Cityspan's data center and providing user support. The fee covers costs related to server hardware and software maintenance, internet connectivity, security monitoring and help desk operations. Cityspan's help desk provides toll-free phone and email-based support to end users during business hours (M - F, 8 AM – 5 PM PST). Support requests will be met within one business day. The cost for licensing and user support is $400 per site annually.

Cost: 22 sites @ $400/site = $8,800/annually

2. Project Management

A project management fee will be charged to cover costs associated with meetings, email and phone communications between Alum Rock Union Elementary School District staff and Cityspan. Management tasks include implementation planning, development of customization requests, periodic status reports and monitoring of user feed-back. Project management time is billed at $125 per hour. Cityspan estimates 10 hours of project management time in the term of operation.

Cost: 10 hrs @ $125/hour = $1,250/annually

3. Data Uploads

A fee will be charged for accepting data files and uploading them to populate the student registration form. Upload labor is billed at $125 per hour with a minimum allocation of 6 hrs per file. Cityspan estimates 20 hours of data upload time.

Cost: 20 hrs @ $125/hour = $2,500/annually

4. Training

Cityspan will provide training online via an online web-conference training to Alum Rock Union Elementary School District program site staff. One training online will be provided at a cost of $175.

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cityspan

Cityspan, Inc.
2021 Fillmore St. #127
San Francisco, CA 94115
Ph: 510-665-1700
www.cityspan.com

Cost: 1 training @ $175/WebEx training = $175

COST SUMMARY

(1) Licensing and User Support	$8,800
(2) Project Management	$ 1,250
(3) Data Uploads	$ 2,500
(4) Training	$ 175
Total:	**$12,725**

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cityspan

CITYSPAN LICENSE AGREEMENT

This AGREEMENT, dated May 17, 2023, is made between **Cityspan Technologies, Inc.** ("Licensor") with principal place of business at **2021 Fillmore St. #127, San Francisco, CA 94115** and **Alum Rock Union Elementary School District,** ("Licensee") an organization with a principal place of business at **2930 Gay Avenue. San Jose, CA 95127.**

1. Introduction.

This Agreement sets forth the responsibilities of the Licensor to customize and make available Cityspan ("Software") and the Licensee's rights to use the Software.

2. License

Grant of License. Subject to the terms and conditions of this Agreement, Licensor grants Licensee a perpetual, exclusive, non-transferable license to use the software. This agreement can be renewed annually by payment of the appropriate annual license fees.

3. Term of Agreement

The term of this Agreement shall be July 1, 2023 to June 30, 2024 or until terminated according to terms and conditions stated in Section 10: "Termination."

4. Customization

A. Licensor agrees to customize the software to meet the Licensee's functional specifications.

B. Licensor shall retain title and ownership of custom modifications.

5. Ownership of Data

A. The Licensee shall own all data entered into the database. Licensee may request a copy of the data at any time. Upon termination of this Agreement, Licensee may obtain a copy of the original data.

B. Licensor will make available a data export tool that provides Licensee with on-demand access to system data.

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6. Ownership of Software

A. The Licensor represents and warrants that it owns the Software and all related documentation.

B. The Licensor represents and warrants that the Software and all related documentation will not infringe upon the intellectual property rights of any other person.

C. The Licensor will defend, indemnify and hold the Licensee harmless from and against any loss, cost and expense that the Licensee incurs because of a claim that use of the Software infringes any United States copyright of others.

7. Fees

A. Licensing, Hosting and User Support

An annual fee will be charged for licensing the software, hosting it at Cityspan's data center and providing user support. The fee covers costs related to server hardware and software maintenance, internet connectivity, security monitoring and help desk operations. Cityspan's help desk provides toll-free phone and email-based support to users during business hours (M-F, 8 AM-5 PM PST). Support requests will be met within one business day.

ITEM		UNIT COST	QTY	TOTAL
A.1	Licensing, Hosting and User Support	$400	22	$8,800
			TOTAL COSTS	$8,800

B. Project Management

An annual project management fee will be charged to cover costs associated with meetings, email and phone communications between Licensee and Cityspan. Management tasks include requirements planning, oversight of custom development, monitoring of user feed-back and periodic status reports. Cityspan determines annual required hours based on project scope. Project management time is billed at a rate of $125 per hour.

ITEM		UNIT COST	QTY	TOTAL
B.1	Project Management	$125/hr	10 hrs.	$1,250

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TOTAL COSTS	**$1,250**

C. Data Integration

A fee will be charged for the maintenance of the data integration that is in place between Client's District database and Cityspan

ITEM		UNIT COST	QTY	TOTAL
C.1	Data Integration	$125/hr.	20 hrs.	$2,500
			TOTAL COSTS	$2,500

D. Training Services

Cityspan will provide 1 online training, approximately 60-90 minutes in length. The first training is free. Additional trainings may be requested at a separate cost of $175 each.

ITEM		UNIT COST	QTY	TOTAL
D.1	In Person Training	$750/session	0 sessions	$0
D.2	**Additional Webinar Training Sessions**	$175/session	1 session	$175
			TOTAL COSTS	$175

E. Fee Summary

Section	Cost Category	
A	Licensing, Hosting and User Support	$8,800
B	Project Management	$1,250
C	Data Integration	$2,500
D	Training Services	$175
	TOTAL COSTS	$12,725

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Total Fees
The total cost of fees to be paid by Licensee under this agreement shall be up to but not exceed $13,925.

8. **Payment Schedule**
Licensor will submit invoices to Licensee at least 30 days prior to payment due dates. Fees will be billed annually according to the following schedule.

Due: August 1, 2023
Licensing, Hosting and User Support Fees = $8,800
Project Management = $1,250
Customization (hours to date) = $2,500
Training Services = $175

9. **Confidentiality**
Licensor will not knowingly disclose to any third person, and will not, except in the performance of this Agreement, use any non-public information it obtains about the Licensee's activities, businesses, records or finances. This prohibition does not apply to any information that (a) is or becomes known to the public without the fault of or breach by the Licensor; (b) the Licensee regularly discloses to others without restrictions on disclosure; or (c) the Licensor obtains from another person without restriction on disclosure and without breach by the other person of a non-disclosure obligation.

10. **Termination**
This Agreement may be canceled by either party at any time, with or without cause, upon thirty (30) days written notice to the Licensor. In the event of such a cancellation, Licensor will be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

11. **Inability to Provide Service**
If Licensor should cease to operate as a business, Licensor shall transfer to Licensee a non-proprietary copy of the software for Licensee's internal use. The transfer of software shall occur within 30 days of receipt of a written request from Licensee. The Licensor will own and retain all proprietary rights in the Software, Documentation and the User's Manual.

12. **Other Remedies.**
The right of either party to terminate this Agreement under this Section 10 shall not be deemed an exclusive remedy, and either party shall be entitled to any other rights and remedies it may have.

13. **Amendments**
This Agreement may be amended only in writing signed by both parties.

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14. Notices

Any notice required or permitted to be given by this Agreement shall be in writing and addressed as set forth below and (i) delivered in person, which shall be effective on the date of delivery; (ii) sent by registered or certified mail, return receipt requested, which shall be effective on the date of delivery set forth on the return receipt; (iii) sent by overnight courier, which shall be effective on the date of delivery set forth in the courier's records. Either party may change the address for giving notice under this section by sending the other party a written notice under this section.

If to the Licensor:
Cityspan Technologies
2021 Fillmore St. #127
San Francisco, CA 94115
Attention: Mark Min

If to the Licensee:
Alum Rock Union Elementary School District
2930 Gay Avenue.
San Jose, CA 95127

15. Governing Law

This Agreement shall be governed and interpreted by the laws of the State of California, without reference to conflicts of laws rules. Venue for all legal proceedings arising out of this Agreement, or breach thereof, shall be in the state or federal court with competent jurisdiction in Alameda County, California.

16. Force Majeure

Neither party shall be liable to the other for any delay in or failure of performance of any of its obligations under this Agreement if the delay or failure is caused by acts of God or other circumstances or events beyond its reasonable control, provided that the delayed or failing party shall have made all efforts reasonable under the circumstances to avoid or mitigate the effects of the delay or failure.

17. No Other Agreements

This Agreement, including without limitation the Customization Request to be attached to this Agreement, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, promises and representations, whether written or oral, with respect to the subject matter of this Agreement.

18. Independent Contractor

The Licensor is an independent contractor under this Agreement and is solely responsible for payment of the wages and benefits of its employees who provide services to the Licensee under this Agreement, and nothing in this Agreement shall be deemed to create a partnership, joint venture or other association between the parties.

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19. Assignment

Licensor shall neither assign nor transfer any rights or obligations under this Agreement without prior written consent of Licensee.

20. Liability.

Licensor agrees to indemnify and save and hold the Licensee, its representatives and employees harmless from any and all claims or causes of action, including attorney's fees incurred by the Licensee, arising from the performance of this Agreement by Licensor or Licensor's agents or employees. This clause shall not be construed to bar any legal remedies Licensor may have for the Licensee's failure to fulfill its obligations pursuant to this Agreement.

21. Counterparts.

This Agreement may be executed in any number of counterparts, signed by one or both of the parties, but all such counterparts shall constitute together a single agreement.

Cityspan Technologies

By 

Mark Min

CEO

Alum Rock Union Elementary School District

By Hilaria Bauer, Ph. D. - Superintendent

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ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

PURCHASE ORDER / CONTRACT CHARGE ORDER (POCO)

P.O. No. _____ Contract No. 237019 Contract Original Amount: $35,000.00

Vendor Name: LANGUAGE PEOPLE INC. Vendor No. 300238

Please check:

_____ Cancel P.O. / Contract
_____ Change Item No.: _____
✓ Increase Amount Line Item No.: 01
_____ Decrease Amount Line Item No.: _____
_____ Add Line No.: _____
_____ Delete Line No.: _____
_____ Add/Change object code to: _____
_____ Add Freight: $_____
_____ Add Tax: _____%
_____ Disencumber
_____ Add/Change Prog. No. to: _____
_____ Other _____

CONTRACTS ONLY

Change Orders:

Contracts Original Amount	$35,000.00
Change Order #: 01	$ 9,000.00
Change Order #: _____	$_____
Change Order #: _____	$_____
New Contract Total (including Change Orders)	$44,000.00

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	PRG. TITLE	BUS. OFC
010	0000	0	5815	00	1110	1000	000000	305	1140	$8,000.00		
010	0000	0	5815	00	1110	1000	000000	360	5420	$1,000.00		

Reason for Adjustment:

INCREASE CONTRACT #237019 BOARD APPROVED JUNE 9, 2022 FOR THE AMOUNT OF $9,000 TO PAY THE REMAINING INVOICES FOR THE 2022-2023 SCHOOL YEAR.

School/Dept.: State + Federal Programs Requested by: Sandra Garcia

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

_____ Program Manager

_____ Purchasing Manager

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

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

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: Language People Inc.

   Address: PO Box 2635 City: Temecula State: CA Zip: 92593

   Phone: (707) 538-8900 Email Address: LWrench@languagepeople.com

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

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date July 1, 2023 end date June 30, 2024

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

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

   Language People Inc., will provide additional interpretation and translation service in Spanish, Vietnamese and other languages on "as needed" basis to support/increase parent involvement in the Alum Rock Union 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:** $35,000.00 (describe rate agreement) Special Ed: $27,000.00
   State & Federal: $8,000.00

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS OFC Initials
010	0000	0	5815	00	1110	1000	000000	305	1140	$27,000.00	
010	0000	0	5815	00	1110	1000	000000	360	5420	$8,000.00	

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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Fees for Services Agreement

This Agreement for Service shall be between Language People, Inc. and Town Of Windsor

Service Contact

Company: ALUM ROCK ELEMENTARY SCHOOL DISTRICT
Address: 2930 Gay Avenue

Contact: Sandra Garcia
Title:
Email: Sandra.Garcia@arusd.org
Phone: (408) 928-6935
Fax: (408) 928-6404

Billing Contact

Company: ALUM ROCK ELEMENTARY SCHOOL DISTRICT
Address: 2930 Gay Avenue

Contact: Orlanda Mendes
Title:
Email: Orlanda.Mendes@arusd.org
Phone: (408) 928-6934
Fax: (408) 928-6404

Thank you for contacting Language People, Inc. regarding language services. The quote in this Fee for Services Agreement is valid for 30 days from the time of receipt. Once signed by both parties, this Agreement will become the contract between Language People, Inc. and CLIENT regarding such services for **twelve** (**12**) months from the date signed.

Please note that a signature on this document does not bind or obligate CLIENT to utilize every service listed, but rather simply provides a written understanding that in the event a representative of CLIENT requests any type of service documented here, that financial obligations associated with those requests are understood and agreed to.

Services Provided by Language People, Inc. **Page #**

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Face-to-Face Interpretation

On-site Interpretation (Face-to-Face):
LP will send interpreters to appointments at the times and locations specified by CLIENT to interpret between staff and their clients. This type of service also includes interpretation of small group meetings where simultaneous or conference interpretation is not necessary. Interpreter's minimum hours shall include travel time from specified beginning location to County's specified address. In no event shall interpreter's minimum hours be less than two (2) hours (interpreting and travel combined).

Spoken Language Interpreters:
Spoken language interpreters assigned to appointments, conferences, etc. greater than two (2) hours in length shall receive fifteen (15) minute break every two (2) hours.

Simultaneous Conference Interpreting:
Large-group, multi-speaker conferences require linguists with specialized skills. **Prices vary based on situation.**

American Sign Language Interpreters (ASL):
ASL interpreters shall receive a fifteen-minute break after each hour of service. For all ASL appointments beyond one hour, team interpreters must be used (two interpreters). Any exceptions to Teamed Interpreting requirements will be evaluated on a case by case basis by LP dispatchers and consultants and shall only be at the discretion of Language People.

Minimum Appointment: Two Hours
Every appointment will be billed a minimum of two hours. Hours will be billed in hourly increments beyond two hours. A grace period of five minutes at the end of the hour is allowed to "wind up" your appointment. If the appointment continues beyond the grace period, the next billed increment will be charged.

Rates Per Interpreter:
Qualified Interpreter rates are as follows:

1 hour spoken language interpreting (Common):	$100.00*
1 hour spoken language interpreting (Rare):	$130.00**
1 hour ASL interpreting*:	$120.00*
Cancellation Charge (less than 24 hour notice)	Full Charge for Scheduled Appointment
Unscheduled appt. (Less than 24 hour notice)	$35.00 per hour additional*
Weekend or After Business Hours	$35.00 per hour additional*

**Rates are for Medically Tested and Qualified Interpreters. ASL Interpreters are RID/NAD/Qualified and tested in ASL and medical terminology.*
***Rare and/or certified interpreter rates may be higher and vary depending on assigned interpreter, their credentials, and date of availability. These rates will be provided at the time interpreter is scheduled.*

Services are available throughout the US.

Medical Interpreters:
LP Medical interpreters provided to CLIENT are SB853/JC compliant and HIPAA trained and tested interpreters. They are tested and trained Medical Interpreters, with proficiency in Medical Terminology and General Terminology in their languages of service. *ASL Interpreters are RID/NAD/Qualified and tested in ASL and medical terminology.*

Certified Legal Interpreting:
LP Legal interpreters are court-certified and court-qualified linguist professionals who are chosen for each assignment, not only on the basis of their proficiency in both source and target languages, but also in the specialized, field-specific knowledge they possess. Certifications for court appearances and depositions vary from state and federal/supreme court jurisdictions. Rates vary due to the unique situation of each assignment's requirements and must be quoted based on the individual project.

Mileage Charges:
Mileage will be charged for total miles at current IRS published rate for travel to and from your facility.

Note: as of 5/1/22, we can no longer support using the IRS mileage charts listed annually for fuel costs alone as the compensation to interpreters for Face to Face interpreting. To fairly compensate interpreters for this added burden due to high gas prices, we are adding a Trip Charge to the Face to Face interpreting Costs. This Trip Charge is an additional reimbursement factor that is a flat fee to help cover the price of gasoline increases.

Trip Charges:
Face to Face interpreting shall incur a Trip Charge in addition to Mileage. The Trip Charge will be billed on a sliding scale that is tied to the average price of gasoline in the State of Service and Language People reserves the right to adjust this added factor periodically based on the following table:

Gas Price 4.00 per gallon	**$15.00 trip charge per each 100 miles driven**
Gas Price 5.00 per gallon	**$20.00 trip charge per each 100 miles driven**
Gas Price 6.00 per gallon	**$25.00 trip charge per each 100 miles driven**
Gas Price 7.00 per gallon	**$30.00 trip charge per each 100 miles driven**

At the present time, this added cost is calculated in units of 100 miles. 1-100 miles is charged at 1 trip charge. Miles over 100 but less than 200 miles incurs 1 additional trip charge, etc.

Customer Support
Our office is available to you 28-Hours a day, seven days a week, for last-minute or evening or weekend requests. If you have an urgent request, please call (707) 538-8900 and follow the prompts. If, for some reason, our phone service is disrupted and you cannot reach us at this number, please call our back-up number (800) 873-0595. This number should **ONLY** be used if our main line service is disrupted. Please make sure appropriate staff has this back-up alternate number.

(This area intentionally left blank)

Over-the-Phone Interpreting (OPI)

LP will provide telephone interpreters to CLIENT at the following rates:

Basic Telephone Interpreting:

Weekdays (M-F 8 AM – 6 PM)	**$3.00** per minute
Evenings (6 PM to 8 AM),Weekend & Holidays	**$4.00** per minute
Minimum time charge per call	10 minutes
After-hours Connection Fee (evenings, weekends, holidays)	**$20.00**

Specialty Telephone Interpreting Services:

One-time Customer Set-up Fee	$50.00
Training on Phone System	6 Hours - No Charge
Additional Training/Support	$75.00 per hour

For a complete list of languages available and more information regarding telephone interpreting, refer to the following page or contact your sales associate for more details and options.

Information/Language Identification Cards
LP will provide four copies of Language Identification Cards at no cost. Additional copies are $1.00 each. These helpful cards are used to identify by written word which language an individual recognizes as the written version of the spoken language they wish to communicate in.

Operator Time/Customer Assistance
LP operators can assist in identifying language spoken, or in helping to conference third-parties into the phone system. They can also answer other questions. Time spent with the Operator is charged at the minute rate, and is considered part of the interpretation call. Some questions may be part of the no-cost training on use of the phone system.

Training and Technical Support
LP will provide to Customers up to six hours of introductory training in the use of the telephone system per year, and customers receive up to four hours per year. Additional time is charged at $75.00 per hour.

Customer Support
Our office is available to you 28-Hours a day, seven days a week, for last-minute or evening or weekend requests. If you have an urgent request, please call (707) 538-8900 and follow the prompts. If, for some reason, our phone service is disrupted and you cannot reach us at this number, please call our back-up number (800) 873-0595. This number should **ONLY** be used if our main line service is disrupted. Please make sure appropriate staff has this back-up alternate number.

Recording Conversations for Client Records
Interpreted phone calls may be recorded and saved upon request of the CLIENT. Call recording requests must be made in advance of the actual interpreted call, and extra fees apply.

Trained Customer Support Representatives
For an additional fee, LP interpreters will be trained in Customer's policies and businesses processes, and perform the task of Customer Support Representatives on behalf of Customer. In this level of service, we answer the telephone and field questions in language exactly as your own customer support representatives would do. Customer can train our staff in the use of their proprietary data collection and customer support tools, so that our staff seamlessly integrates with your own English-speaking customer support staff. This service frees up your personnel to do other tasks (they do not have to be on the line with our staff, the LP interpreter/CS rep does the work for them!). Please ask your salesperson to provide you with a custom quote for this level of service.

Partial Language List

Language	Rare or Common
Afghani	Common
Albanian	Common
Amharic	Common
Anar Dari	Rare
Arabic	Common
Aramaic	Rare
Arbresh	Rare
Armenian	Common
ASL	Rare
Assyrian	Rare
Bahasa	Rare
Bengali	Rare
Berber	Rare
Bosnian	Common
Bulgarian	Common
Burmese (Myanmar)	Rare
Cantonese	Common
Catalan	Rare
Chamorro	Rare
Croatian	Common
Czech	Common
Danish	Common
Dari	Common
Dutch	Common
Estonian	Common
Ethiopian	Common
Farsi	Common
Fijian Hindi	Rare
Finnish	Common
Flemish	Common
French	Common
French Canadian	Common

Language	Rare or Common
German	Common
Greek	Common
Gujarati	Common
Hakka	Rare
Hausa	Rare
Hebrew	Common
Hindi	Common
Hmong	Rare
Hungarian	Common
Iilcano	Rare
Indonesian	Common
Italian	Common
Japanese	Common
Khmer (Cambodian)	Rare
Kmhu	Rare
Korean	Rare
Kurdish	Rare
Laotian	Rare
Latvian	Rare
Lithuanian	Rare
Malay	Rare
Maltese	Rare
Mandarin	Common
Marathi	Rare
Mien	Rare
Mongolian	Rare
Nepali	Rare
Nigerian	Common
Oromo	Rare
Pampangan	Rare
Pashto	Common
Polish	Common

Language	Rare or Common
Romanian	Common
Russian	Common
Samoan	Rare
Scandinavian	Common
Serbo-Croatian	Common
Shanghai	Rare
Sindhi	Rare
Slavic	Common
Slovak	Common
Somali	Rare
Spanish	Common
Swahili	Rare
Swedish	Common
Sindhi	Rare
Tagalog	Common
Tahitian	Rare
Taiwanese	Common
Tamil	Common
Telugu	Rare
Thai	Rare
Tibetan	Rare
Tigrinya	Common
Toishanese	Rare
Tongan	Rare
Turkish	Common
Ukrainian	Common
Urdu	Common
Uzbek	Rare
Vietnamese	Common
Visayan	Rare
Wu	Rare
Yiddish	Common

P.O. BOX 2635 • TEMECULA, CA • 92593 • TEL:(707) 538-8900 • FAX:(707) 324-8811

SALES@LANGUAGEPEOPLE.COM • WWW.LANGUAGEPEOPLE.COM

Fukienese Rare Portuguese Common Yogad

If a language is not listed on this list, it is considered rare.

Document Translation Services

Documents

LP will provide document translation services according to the complete list of languages available (following page). For instance, Spanish is charged at $0.26 cents per word in the final Spanish document. Other Roman languages (*i.e.*, German, French) will be charged $0.28 based on final word count in "target" language (language translated into). For character-based languages (*i.e.*, Thai, Chinese) charges will be based on English or Roman language word count. See cost chart attached.

LP will accept documents by fax, email or postal mail. Documents will be returned in Word format. It is the client's responsibility to take returned translation from Word into any other graphic product they desire (*i.e.*, PowerPoint, PDF, etc.), or to agree to extra charges for LP to arrange graphics editing for them. Formatting, proofreading and rush deadlines all incur additional charges.

A minimum charge (per project/language) of $100.00 applies for any document below that fee. A charge of $45.00 applies to certificates of attestation and a $45.00 fee for any documents needing notarization. Rush fees apply to all documents requiring less than five business day return time; rush fees are an additional 30% of the project total.

Transcription Services

CLIENT may request written transcription of telephone conversations by our Translation Department. Transcriptions can be provided at a rate of $90.00 per hour of work, which would cover an estimated 6 minutes of (clear) recorded audio.

Formatting and Desktop Publishing

LP can provide additional formatting of documents for an additional $0.04 per word. LP can also provide advanced desktop publishing (graphic design) for a fee of $90.00 per hour. Document formats that LP supports include Microsoft Office® (Word, Excel, PowerPoint), PDF, EPS, Image files (jpeg, tiff), and Adobe® InDesign®. Total charges may vary depending on the length of the assignment.

Website Globalization

LP will provide website translation services according to the complete list of languages available (following page). LP will accept website text by URL, fax, email or postal mail. Text will be returned in Word format. It is the client's responsibility to take returned translation from Word into the actual website, or to agree to extra charges for LP to arrange text for them on the web.

A minimum charge per project of $100.00 applies if word count does not equal this minimum charge. Rush fees apply to all website text projects requiring less than five business day return time; rush fees are an additional 30% of the project total. LP can provide services such as formatting and uploading for a fee of $90.00 per hour; total charges may vary depending on the length of assignment.

Notice and Cancellation Policy

Any project for written translation given to LP will be charged in full as translation begins immediately upon receipt of documents unless document is submitted as a quote request.

Customer Support

Our office is available to you 28-hours a day, 7 days a week, for last-minute or evening or weekend requests. If you have an urgent request, please call (707) 538-8900 and follow the prompts. If, for some reason, our phone service is disrupted and you cannot reach us at this number, please call our back-up number (800) 873-0595. This number should **ONLY** be used if our main line service is disrupted. Please make sure appropriate staff has this back-up alternate number.

**We return all documents in Word 2007 format to support all clients' technology & file format needs, unless otherwise requested.*

Written Translation Language Price List

Language	¢ per word
Afghani	28
Albanian	26
Amharic	28
Anar Dari	30
Arabic	28
Aramaic	32
Arbresh	32
Armenian	28
ASL	N/A
Assyrian	30
Bahasa	32
Bengali	32
Berber	32
Bosnian	32
Bulgarian	28
Burmese (Myanmar)	34
Catalan	30
Chamorro	30
Chinese (Simplified)	28
Chinese (Traditional)	28
Croatian	28
Czech	28
Danish	28
Dari	28
Dutch	28
Estonian	28
Ethiopian	28
Farsi	28
Fijian Hindi	32
Finnish	26
Flemish	26
French	26
French Canadian	26

Language	¢ per word
Georgian	26
German	26
Greek	28
Gujarati	28
Hakka	30
Hausa	32
Hebrew	32
Hindi	28
Hmong	32
Hungarian	28
Ilocano	28
Indonesian	28
Italian	28
Japanese	32
Khmer (Cambodian)	32
Khmu	32
Korean	34
Kurdish	30
Laotian	32
Latvian	32
Lithuanian	28
Malay	32
Maltese	32
Marathi	32
Mien	32
Mongolian	32
Nepali	32
Nigerian	30
Oromo	32
Pampangan	32
Pashto	28
Polish	26
Portuguese	26

Language	¢ per word
Romanian	28
Russian	28
Samoan	30
Scandinavian	26
Serbo-Croatian	26
Shanghai	26
Sindhi	32
Slavic	28
Slovak	28
Somali	26
Spanish	26
Swahili	30
Swedish	28
Swiss	28
Tagalog	28
Tahitian	32
Taiwanese	28
Tamil	30
Telugu	32
Thai	30
Tibetan	32
Tigrinya	28
Toishanese	32
Tongan	32
Turkish	26
Ukrainian	26
Urdu	28
Uzbek	30
Vietnamese	32
Visayan	30
Wu	32
Yiddish	26
Yogad	32

P.O. BOX 2635 • TEMECULA, CA • 92593 • TEL:(707) 538-8900 • FAX:(707) 324-8811

SALES@LANGUAGEPEOPLE.COM • WWW.LANGUAGEPEOPLE.COM

Fukienese	30	**Punjabi**	28	**Yoruba**	37

If you don't see the language you need, please contact LP.

Prices effective Jan. 2020

Additional Terms & Conditions of Agreement

Payment Policy
Any service and resulting charges shall be deemed accurate and owed if not disputed by client within 10 calendar days of being sent an invoice by email, or date of service, whichever is later. Client is responsible to inform Language People of any changes to email for accounting purposes. Depending on our election, Language People, Inc. may extend COD or 30-Day credit terms to CLIENT. A deposit may be required, due prior to receipt of product for conference interpretation or legal interpretation services or other special services. Invoices will be billed on the date of service and must be paid within stated terms. A late fee equal to 1.5% per month will be owed on any outstanding balances. Language People, Inc. will also be entitled to recover its attorneys' fees expended in any action to collect the amounts owed it. All legal actions to enforce this agreement shall be in the jurisdiction of Riverside County, CA.

Termination of Agreement
Either party may terminate agreement upon a 30 day written notice. In the event of an early termination, Language People, Inc. shall be paid for all services rendered up to the cancellation date.

Business and Trade Secrets
Language People, Inc. interpreter and translator personal information and pricing information in this Agreement shall remain the business and trade secret property of Language People, Inc. except where legally authorized by subpoena or court order, CLIENT shall not contact Language People, Inc. interpreters or translators directly. CLIENT also agrees not to solicit any work directly from Language People, Inc. interpreters or translators without the written consent of Language People, Inc. Language People, Inc., translators and Language People, Inc. administrative staff agree to keep confidential the business and trade secrets of CLIENT. CLIENT shall mark any confidential information shared with the word "CONFIDENTIAL" on all copies of documents. All telephone conversations for CLIENT shall be deemed confidential.

Scope of Work
Where Language People, Inc. shall provide interpretation or translation services to CLIENT, interpreters and translators will not be required to engage in any type of task other than interpreting and translating between CLIENT staff and your client unless specifically described in an Addendum to this contract. In providing all other services, CLIENT agrees that Language People, Inc. and its agents are only acting as communication facilitators, and are not in any way providing advice, counsel, or professional help or opinions of any kind..

Availability
Language People, Inc. does not guarantee that on any given date or time its resources will be available to CLIENT but will always make a sincere effort to provide services that CLIENT requests.

Customer Support
Assistance is available to you 24 hours a day, seven days a week, for last-minute or evening or weekend requests. If you have an urgent request, please call (707) 538-8900 and follow the prompts. If, for some reason, our phone service is disrupted and you cannot reach us at this number, please call our back-up number (800) 873-0595. This number should **ONLY** be used if our main line service is disrupted. Please make sure appropriate staff has this back-up alternate number.

Entire Agreement
This Agreement constitutes the entire agreement among the Parties regarding the subject matter of this Agreement, and no previous statement, promise, agreement, inducement or representation, whether oral or written, shall be of any further force or effect unless expressly set forth herein.

Governing Law
The interpretation and enforcement of this Agreement shall be governed by Texas State law, without regard to the conflicts of law provisions thereof.

Signed:	Lisa Wrench *Authorized Signature*	*Signed:*	_____ *Authorized Signature*
Print Name:	Lisa Wrench	*Print Name:*	Hilaria Bauer, Ph.D. - Superintendent
	Language People, Inc.		Client Name
Dated:	05/17/23	*Dated:*	_____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Student Services (School/Dept.) VENDOR NO. _____

Submitted by: Norma Flores

☐ **Independent Contract** ☑ **MOU**

☑ Master Contract

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

Name of Individual/Company: My Digital TAT2, Inc

Address: 19925 Stevens Creek Blvd Ste. 100 City: Cupertino State: CA Zip: 94301

Phone: (_____) Email Address: jennifer@mydigitaltat2.org

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on July 1, 2023, and will diligently perform as required and complete performance by June 30, 2026, 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").

My Digital TAT2 addresses how to build healthy habits, critical thinking, and thoughtful online behavior for constructive technology usage. My Digital TAT2 will provide six parent education sessions, 48 grade level classroom workshops and 6 teacher/ administrator sessions per 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:** $_____ per hour/day of service as may be requested by ARUESD, not to exceed a maximum of _____ hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.

☑ b. **Other:** $0.00 (describe rate agreement) _____

No cost to District

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
010	0000	0	5815	00	0000	3130	000000	340	7221	Master	

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

MEMORANDUM OF UNDERSTANDING

This non-binding Memorandum of Understanding ("MOU") summarizes the principal terms that My Digital TAT2 ("MDT2"), has discussed with respect to implementing the Program ("Program") at Alum Rock Union School District ("District Partner") between July 2023 - June 2026.

1. Program Description: MDT2 will provide any combination of student workshops, parent education sessions, and teacher/staff/admin training. Specific program packages will be described in the attached proposal.

2. Payment: Subsidization for ARUSD programs is 100%. This is a no-cost, 3-year agreement.

3. Property Rights: All materials used in the curriculum have been created by My Digital TAT2 or are used with permission of the author or constitute fair use of copyrighted materials. The content of all curriculum materials provided under this Agreement remains the property of My Digital TAT2.

4. Insurance Coverage: MDT2 agrees to maintain an insurance policy in the minimum amount of $1,000,000 to cover any negligent acts committed by My Digital TAT2 or its educators while providing services.

5. Indemnification: All parties agree to mutually indemnify, defend, and hold each other harmless from and against all liabilities including defense costs and legal fees incurred in connection with any claims of any nature related to this Agreement.

6. MDT2 Responsibilities: In connection with the Program, MDT2 will: (a) develop the Program curriculum and related materials; (b) supply the necessary logistical support such as scheduling, Zoom links, promotional collateral including post-event engagement; (c) hire and pay the MDT2 educators; and (d) perform any necessary project management related to the program.

7. School Partner Responsibilities: For online/virtual classes or assemblies, District Partner will (a) participate with MDT2 in the planning and delivery of the program; (b) provide required device/s to participants if necessary; and (c) ensure an authorized school representative is present in the Zoom call, and will invite students, remain present to end the meeting and shares responsibility for student behavior.

8. Entire Agreement: This Agreement contains all the terms and considerations agreed upon by all parties and can be terminated by either party with 30 days notice. All fees owed for services rendered will be paid up to time of termination. The above-stated understandings are accepted and agreed to among all the parties.

As of the Effective Date, an authorized representative of each party has signed this MOU. The Effective Date will be the latter of the two signatures below.

MDT2 Representative: Jennifer Miner (Executive Director) Date: 05 / 17 / 2023

Dr. Hilaria Bauer, ARUSD Superintendent: _____ Date: _____

Doc ID: b5df052801bc1d96f72e6f3c58ea9d3848bcfab2

MEMORANDUM OF UNDERSTANDING

Program Details

Subsidization for ARUSD programs is 100%. This is a no-cost, 3-year agreement.
Each school year, across the district, we anticipate providing up to:

- 6 Parent Education sessions
- 48 Grade Level Classroom Workshops and/or Grade Level Assemblies
- 6 Teacher/Administrator sessions

Details about each education session may be found in the Scope of Work

About My Digital TAT2

My Digital TAT2 is a nonprofit that addresses how to build healthy habits, critical thinking, and thoughtful online behavior in order to integrate technology into our lives in a constructive way. Our mission is to facilitate conversations that help people think critically about their power and responsibility in a connected world.

Doc ID: b5df052801bc1d96f72e6f3c58ea9d3848bcfab2

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Board Ready Memo (contracts under $100K)

To: Hilaria Bauer, Ph.D., Superintendent

From: La Toya Lee, Manager, Transportation

Re: Contract Approval-Faber Communication Corp.

Date: June 6, 2023

Description of services being provided:

It is necessary for ARUSD to contract with a company that can provide and install recording devices that can collect audio and video data. This will help the district to ensure the safe transportation of ARUSD student.

Recommendation:

Staff recommends that the Board of Trustees approve a one-year contract with Faber Communication Corporation in the amount of 63,150 for the 2022-2023 school year.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

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

PROGRAM MANAGER: La Toya Lee

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: Faber Communication Corporation

   Address: 28348 Roadside Drive City: Agoura Hills State: CA Zip: 91301

   Phone: (747) 388-9611 Email Address: Rebeccaf@Fabercommunications.c

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

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date June 23, 2023 end date June 30, 2025

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

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

   Provide Seon Camera system to ARUSD to be installed on district school buses.

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:** $63,150.00 (describe rate agreement) 2,105.00 per bus

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	$ AMOUNT	PROG. TITLE	BUS OFC
010	470	000000	5846	$63,150.00	5242	6/12/23

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

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

FABER
COMMUNICATIONS

To whom it may concern,

Faber Communications will be providing Seon camera systems to Alum Rock Union School District to be installed on their school buses.

The installation will be completed by The Sound Shop. Installation will include per bus: DVR, 128GB SD card, wiring harnesses, event marker buttons, wide angle camera to capture inside the seats, and a front to rear camera to view the events happening on the school bus. Installation is estimated to take 3-5 business days.

Thanks,

Rebecca Faber

Product Specialist

Mobile: 747-388-9611 | **Office:** 1-778-246-1593

rebeccaf@fabercommunications.com

28348 Roadside Dr. | Agoura Hills, CA 91301

Faber Communications

Company Address	28348 Roadside Dr #103 Agoura Hills CA 91301 USA	Created Date	2023-03-08
		Expiration Date	2023-04-28
		Quote Number	00000345
Contact Name	Latoya Lee	Prepared By	Rebecca Faber
		Phone	(778) 246-1593
		Email	rebecca_faber@fabercommunications.com
Bill To Name	Alum Rock Union School District	Ship To Name	Alum Rock Union School District
Bill To	2930 Gay Ave San Jose California 95127 United States	Ship To	2930 Gay Avenue San Jose CA 95127 United States

Quantity	Product	Description	Unit Price	Total Price
30.00	DH4C128	DH4C Solid State DVR, 4 HD Channels, Audio, GPS, WiFi (AC,AN,BGN), G-Sensor, Mounting Plate, Power Harness, 128GB SD Card	$734.00	$22,020.00
30.00	WT2E20S20G6	Wire bundle with adapter harness, RGY-Button and interconnect cable 20 ft., 5 signal inputs 20 ft., GPS antenna magnetic mount 20 ft. for compatible DVR	$158.00	$4,740.00
30.00	HD3Q04A20	HD 1080P Camera, Dome, 3.6mm, internal, audio, IR TDN, 20' harness — to use with DH4C, TH6, TH8, and NH16 DVRs	$285.00	$8,550.00
30.00	HD3U01AN50	HD Camera, Ultra Wide, 1.72mm, internal, audio, IR, TDN, 50' harness — to use with DH4C, TH6, TH8, and NH16 DVRs	$358.00	$10,740.00
30.00	INSTALLATION	Installation of Seon system	$500.00	$15,000.00
30.00	FREIGHT GROUND	FREIGHT GROUND	$70.00	$2,100.00

Total Price $63,150.00

All purchases must be confirmed with an authorized signature from the purchaser; company issued purchase orders should be provided for all purchases exceeding $25,000.00.

Your order will be subject to local and state tax rates, if your organization is tax-exempt purchase must be accompanied by a tax exemption and/or resellers certificate. By signing this proposal or providing a purchase order, or other similar document, the Customer agrees to all terms and conditions set forth herein, including without limitation those set out in this Comments and Terms section, and to the Safe Fleet Video & Telematics Products and Services Standard Customer Terms & Conditions, currently available at Video & Telematics General Terms - Safe Fleet (may be updated or amended by Safe Fleet from time to time in its discretion).

The warranties applicable to the products, services, and other matters set forth herein are available at Product and Service Warranty - Safe Fleet (the "Warranty Documentation").

Signing:

PO#: _____ Signature: _____

Name: _____ Date: _____

Title: _____ Comments: _____

Faber Communications

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: **BUSINESS OFFICE** Contract No.: _____ Vendor No.: 231098

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

- ☐ **MOU** (negotiated Agreement)
- ☐ Exhibit B & C (Fingerprinting and TB Test)
- ☑ **MASTER CONTRACT PARTICIPATION**
- ☑ Scope of Work/Proposal

Note: All Contracts over $5,000 require pre-approval.

* *Use Independent Contractor Agreement (PUR-116) for unincorporated individuals or in the absent of negotiated agreement.*

Name of Individual/Company: BAWSI (Bay Area Women's Sports Initiative)

Address: 1922 The Alameda, Suite 420 City: San Jose State: CA Zip: 95126

Phone: 408-247-2544 Email: bawsi@bawsi.org

SSN: _____ Fed I.D. #: 55-0897084

CONTRACT TERM: start dates August 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.)

BAWSI provides during and after school fitness and confidence building programs for girls in grades 2-8 and children with disabilities. Programming includes leadership opportunities, confidence building, sports/fitness activities, and field trip opportunities to local colleges/universities and corporate partner campu

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

____ a. **Fee Rate:** $_____ per _____ Not to Exceed _____ of services.

X b. **Other:** $Not to exceed $10,000 per site.

Describe other related costs: _____

BUDGET CODE: 010-0000-0-5815-00-1110-1000-000000-310-7221 _____
Accountant Initials

_____ _____
Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: 6/2/23

Director of Fiscal Services: _____ Date: _____

Asst. Supt., of Business Services: _____ Date: _____

Superintendent: _____ Date: _____

BAWSI
BAY AREA WOMEN'S SPORTS INITIATIVE

Active Lives. Empowered Futures.

BOARD OF DIRECTORS
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Chair
Tenley Stephenson
Secretary
Joel Brown
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Megan Berner
Leslye Corsiglia
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Karen Lee
Susan Munne
Robert Nordgren, MD
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Mackenzie Rosenthal
Jennifer C. Smith
Carrie Dew Staley
Craig Vent
Dana Weintraub, MD
Marlene Bjornsrud
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Jen Fraisl
Board Member Emeritus

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Camille Gonzalez Kennedy
Joanie Kriens
Scott Kriens
Shari Moore
Joanne Pasternack
Kim Turner
Brenda Villa
Amy Williams

BAWSI Programs – Scope of Work

Mission - BAWSI is a nonprofit organization that mobilizes the women's sports community to engage, inspire and empower girls in under-resourced neighborhoods and children with disabilities.

BAWSI Girls is a free afterschool fitness and confidence building program for 2nd-5th grade girls. Our goal is to help transform the health and wellness of our participants by providing mentoring and leadership opportunities, introducing the foundations of sport, and engaging in confidence building activities.

- BAWSI Girls will accept up to 65 girls and will meet afterschool for 8 sessions in the Fall and another 8 sessions in Spring.
- Each session is 1 hour 15 min for all 2nd-5th grade girls with an additional 15-minute leadership session for participating 5th graders at the end each session.
- Stations will focus on goal setting, teamwork, healthy competition, sports, and leadership development
- There will be an opportunity for the girls to participate in and attend a field trip to a local University to watch a women's collegiate sporting event and participate in a sports clinic at the University.

BAWSI Rollers is a free fitness and confidence building program for children with disabilities. Our goal is to introduce students with disabilities to adaptive physical activity in a fun and accessible way, while reinforcing lessons such as teamwork, leadership, cooperation, etc.

- BAWSI Rollers works directly with lead SDC teachers and requires a minimum of one teacher per class be present during every session.
- There will be 8 sessions in the Fall and another 8 sessions in the spring
- Each session will be 1 hour in duration

BAWSI Middle School is an enrichment and wellness program for girls in 6th-8th grade. Our goal is to provide leadership opportunities, confidence building activities, build skills around the sports offered at the school and support the interest and participation of school sport participation and sport participation in general.

- The middle school program will accept up to 100 6th-8th grade girls
- This sport and leadership program will take place both during school hours and after school hours
- There will be a focus on leadership development, introduction to and skill development for a variety of sports offered through the school and partners
- There will be an opportunity for the girls to participate in and attend a field trip to a local University or College to tour the campus, participate in activities and meet collegiate athletes.
    - There will be an opportunity for the girls to participate in and attend a field trip to local corporate community partner, tour the facilities, learn about the corporation, and hear from executives.
- Maximum budget of $10k and that would cover the cost of the BAWSI onsite coach and the bus for a Game Day.

13.07

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 June 22, 2023.

Recommendation:
Staff recommends acceptance of these memorandum(s) of understanding. MOU details are on file in the Purchasing Office.

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

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

To the Board of Trustees:
Recommend Approval

13.07

Agenda Placement

Meeting: June 22, 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
June 22, 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	$17,500.00 NTE	SC/SVNTP will provide a series of professional learning sessions for teachers to engage and learn how to make their classroom teaching practices more culturally sustaining. Additionally, SC/SVNTP will train our district support providers on foundational mentorship & coaching strategies. Funding: Restricted
Business Services Kolvira Chheng	07/01/23- 06/30/27	Alliance for Youth Achievement	No Cost	Multi-year service contract: Provide year round STEAM programs based on the Art & Design Thinking Camp. Sessions will be held after school, weekends & during the summer extended year program. STEAM family workshops will also be held after school, on weekends and during the summer break. Funding: N/A
Human Resources Cesar Torrico	08/01/23- 06/30/24	Santa Clara County Office of Education	No Cost	SCCOE will support the ARUSD satellite LEAP program in hiring teaching staff, processing paper work for teaching staff and LEAP participants, providing course resources such as course syllabus, and teaching materials. Funding: N/A

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 (SC/SVNTP)

Address: 400 Encinal Street City: Santa Cruz State: CA Zip: 95062

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.)

SC/SVNTP will provide a series of professional learning for teachers to engage and learn how to make their classroom teaching practices more culturally sustaining. Additionally, SC/SVNTP will train our district support providers on foundational mentorship & coaching strategies.

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

____ a. **Fee Rate:** $_____ per _____ Not to Exceed _____ of services.

X b. **Other:** $Not to exceed $17,500, where each session cost is $2,500.00

Describe other related costs: _____

BUDGET CODE: 060-6266-0-5815-00-1110-1000-030600-305-7395 _____
Accountant Initials

_____ _____
Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: 05 / 16 / 2023

Director of Fiscal Services: _____ Date: _____

Asst. Supt., of Business Services: _____ Date: _____

Superintendent: _____ Date: _____

Doc ID: 51466fc8a2a499959c7a0f41dc09f7841fd2fde6

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) and the **Alum Rock Union School District** (ARUSD).

Statement of Purpose
The purpose of this agreement is to provide ARUSD with staff professional development to provide professional development around Culturally Responsive Pedagogy to teachers and Instructional Coaching professional development to the District Support Providers.

Scope of Work:
The SC/SVNTP facilitates staff professional development in consultation with ARUSD lead representatives including one or more of the following:

- Culturally Responsive Teaching and the Brain Series (5 sessions)
- Professional Development Support for District Support Providers (2 sessions)

Terms
The purpose of this agreement is to provide ARUSD with staff professional development to provide professional development around Culturally Responsive Pedagogy to teachers and Instructional Coaching professional development to the District Support Providers. Alum Rock Union School District is responsible for purchasing the materials needed for the Professional Development: *Culturally Responsive Teaching and the Brain* by Zaretta Hammond and for making any copies for each Professional Development session.

COMPENSATION AND TERMS OF PAYMENT: This Memorandum of Understanding shall not exceed $17,500 in 2023-2024, where each session cost shall be $2,500. All professional development sessions shall not exceed a 35 participants capacity limit per session. The terms of this Memorandum of Understanding may be extended as mutually agreed by both parties by means of a written Addendum duly executed by the Alum Rock Union School District (District). Payment is due 30 days after service is rendered.

Proprietary Materials
All materials to be provided to the District under this agreement as part of SC/SVNTP professional development are the intellectual property of SC/SVNTP. The District may use any materials for the purpose of professional learning within their District with appropriate attribution to the SC/SVNTP. District 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 District 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.

Doc ID: 9000274f0aaeb875805a4b6e47d487c3c3b00328

Liability: In no event will the total aggregate liability of SC/SVNTP to District or of any person arising out of or relating to this agreement exceed the total amounts paid to SC/SVNTP under this Agreement.

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 Alum Rock Union School District	Date
Tara Bickford	5/24/23
Tara Bickford, District Representative Alum Rock Union School District	Date
Faris Sabbah	05 / 22 / 2023
Dr. Faris Sabbah, Santa Cruz County Superintendent of Schools	Date
	05 / 23 / 2023
Liann Reyes, Deputy Superintendent, Business, Santa Cruz COE	Date
	05 / 23 / 2023
Melissa Roberts, Senior Director, Equity | SC/SVNTP	Date
Candace McIsaac	05 / 23 / 2023
Candace McIsaac, Director, SC/SVNTP (Silicon Valley)	Date

Doc ID: 9000274f0aaeb875805a4b6e47d487c3c3b00328

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: **BUSINESS OFFICE** Contract No.: _____ Vendor No.: 19255

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

☑ **MOU** (negotiated Agreement) ☐ **MASTER CONTRACT PARTICIPATION**
☑ Exhibit B & C (Fingerprinting and TB Test) ☐ Scope of Work/Proposal

Note: All Contracts over $5,000 require pre-approval.

* *Use Independent Contractor Agreement (PUR-116) for unincorporated individuals or in the absent of negotiated agreement.*

Name of Individual/Company: Alliance for Youth Achievement

Address: P.O. Box 56178 City: San Jose State: CA Zip: 95156

Phone: (408)509-1168 Email: a4ya.org@gmail.com

SSN: _____ Fed I.D. #: 77-0523774

CONTRACT TERM: start dates July 1, 2023 end date June 30, 2027

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

Year round STEAM programs after school, weekends & summer. STEAM workshops for youth and families after school and on weekends and in the summer & break; the Art & Design Thinking Camp District Wide.

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:** $ NO COST per _____ Not to Exceed _____ of services.

____ b. **Other:** $_____

Describe other related costs: _____

BUDGET CODE: 010 0000 0 5815 00 0000 7200 000000 430 7221 5/24/23
Accountant Initials

_____ _____
Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: _____
Director of Fiscal Services: _____ Date: 5/24/23
Asst. Supt., of Business Services: _____ Date: 5/23/23
Superintendent: _____ Date: _____

Alliance for Youth Achievement

April 21, 2023

Alum Rock Union Elementary School District
Attention: Kolvira Chheng
2930 Gay Ave
San Jose CA 95127

Since 2013, Alliance for Youth Achievement has been providing the Art & Design Thinking camp for ARUSD students. We added STEAM workshops at the Renaissance at Mathson campus in 2017. The programs were provided at no cost and were implemented via an MOU with ARUSD for classroom space. We are requesting space on the Renaissance at Fischer campus at 1720 Hopkins Dr. San Jose CA 95122 to continue providing our programs for students at no cost via a new MOU with ARUSD.

Our After School STEAM Program provides workshops Monday – Thursday from 3:30pm to 6pm during the academic school year, with Family workshops on Fridays as appropriate. The Art & Design Thinking Camp provides 6-weeks of camp in the summer from 9am to 3pm daily (until 4:30pm on Fridays for a weekly Student Showcase), and will be held at the site when the campus hosts summer programming. We will work with the district for alternate sites when programming is not offered at the site.

Our mission is to enrich the educational experiences of underserved students through project-based learning, in support of our vision of empowering youth to reach their potential by offering engaging educational opportunities based in arts and culture. Our programs infuse art into science, technology, engineering, and math (STEAM) to expand pathways for future success. Activities are centered on our youths' lived experiences within their existing cultures and community and are designed to build upon previous skills learned in order to build creative and academic confidence. We view STEAM as a social and learning equalizer and chose it as our focus because it provides a gateway for students who are less experienced and/or are intimidated by the STEM fields of study. Our fun, dynamic, and engaging environments allow youth to build trust-based relationships rooted in creativity, accountability, and mutual respect providing a solid foundation for future success.

After School STEAM workshops are based on the Design Thinking model from Stanford University and follow lesson plans for project-based activities. Various arts disciplines are incorporated into the projects based on student interests and to encourage participation. Many workshops are appropriate for all ages and we promote Family Workshops, as appropriate, throughout the year. Most workshops are designed as drop-in where students come in, make the project and leave when done. Others require more time to insure students have sufficient time to complete their projects. Examples include:

1. Design Challenges - Weekly for 4 to 8 weeks, depending on the challenge. These include NASA Future Engineers, BioDesign, and robotics. Design Challenges take students through the design thinking process for open-ended design challenges as they design & prototype projects. These workshops include a Maker Journal for students to document their process, progress, and learning, and a student presentation (individual or group depending on the project).
2. Themed Series - These teach subjects across multiple skill levels or a project with multiple stages across 2 to 6 weeks. Examples include: advanced circuitry (parallel and series circuits); 3D Design (TinkerCAD design and 3D printing); and Comics & Animation, which require multiple steps to complete a finished product.

Doc ID: 8b220ebf228e4d8451b865eddb700725e8e59fb0

The Art & Design Thinking Camp provides 6 weeks of camp in June & July annually. We are also interested in providing camp during school breaks when possible. The camp is also based on the Design Thinking model. Each week has a different theme and instructor to provide breadth and depth on the theme presented. Students have the option of registering for whichever weeks of camp interests them, though the majority of students opt for multiple weeks. Lunch and snacks are provided for all students. School break camps use the same model, though sometime we opt for multiple topics during each week to offer multiple experiences in various art disciplines for students.

Students who participate in our STEAM programs also have the opportunity to become Youth Leaders 8th grade through high school. Established in 2015, our Youth Leader program has provided additional options for teens to develop leadership skills by leading STEAM activities. Through feedback from both students and parents, the program has expanded to include near-peer mentoring and pre-employment skills training during our summer program. In 2023 the program was expanded to include Paid High School Interns to expand job search skills and work experience.

Our workshops will complement the academic programming goals of ARUSD by providing a secondary support space for STEAM exploration. We collaborate with school administration on proposed projects/activities that align with the district's curriculum, soliciting ideas for the type of programming needed and desired. All workshops are aligned to the Common Core Standards and are designed to expose students to new technology, enhance creative confidence, and improve academic skills and computer literacy to forge the leaders of tomorrow. Principals have shared that the majority of our participants have demonstrated improved attendance and academic performance during the school year. Our goal is for students to become independent thinkers and confident learners who have built the skills to successfully complete middle and high school in order to pursue professional careers through a college education.

Our last MOU for Renaissance at Mathson was for three years. As noted at our site visit on March 20, 2023 we are requesting Room 23 at the Renaissance at Fisher campus and we are requesting a similar time frame for the MOU.

Thank you for your support and assistance on this.

Respectfully,

Kim Mesa, President
Alliance for Youth Achievement

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ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: **BUSINESS OFFICE** Contract No.: _____ Vendor No.: _____

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

☑ **MOU** (negotiated Agreement) ☐ **MASTER CONTRACT PARTICIPATION**

☐ Exhibit B & C (Fingerprinting and TB Test) ☐ Scope of Work/Proposal

Note: All Contracts over $5,000 require pre-approval.

* *Use Independent Contractor Agreement (PUR-116) for unincorporated individuals or in the absent of negotiated agreement.*

Name of Individual/Company: Santa Clara County Office of Education

Address: 1290 Ridder Park Dr. City: San Jose State: CA Zip: 95131

Phone: (408) 453-6740 Email: nvang@sccoe.org

SSN: _____ Fed I.D. #: _____

CONTRACT TERM: start dates 08/01/2023 end date 06/30/2024

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

SCCOE will support the ARUSD satellite LEAP program in hiring teaching staff, processing paper work for teaching staff and LEAP participants, providing course resources such as course syllabus, and teaching materials.

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

X a. **Fee Rate:** $0 per 0 Not to Exceed 0 of services.

____ b. **Other:** $_____

Describe other related costs: _____

BUDGET CODE: 010-0000-5815-00-0000-7200-000000-600-7221 _____
Accountant Initials

_____ _____
Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: 6-8-2023

Director of Fiscal Services: _____ Date: _____

Asst. Supt., of Business Services: _____ Date: _____

Superintendent: _____ Date: _____

Santa Clara County Office of Education

Memorandum of Understanding
between
Santa Clara County Office of Education
and
Alum Rock Union School District

This is a Memorandum of Understanding (MOU) between the Santa Clara County Office of Education – Educator Preparation Programs (EPP) (hereinafter referred to as the SCCOE) and Alum Rock Union School District (hereinafter referred to as the Agency). The SCCOE and the Agency can be referred to as the "Party" or collectively as the "Parties" for the purpose of this MOU.

1. Overview

This MOU is intended to define terms and responsibilities of each party regarding the establishment of alum rock union school district cohorts for EPP Programs, namely: 1) Leaders in Educational Administration Program (LEAP) Preliminary Administrative Services Credential (PASC) and 2) Induction for Clear Administrative Services Credential (CASC)

2. Shared Goals

☒ Improve access to inclusive, equitable, high-quality education.

☒ Provide quality support to districts, schools, students, and communities.

☒ Be a premier service organization.

3. Responsibilities

3.1. The Agency Responsibilities:

- Establish a staff member who will assist with the coordination of the Alum Rock Union School District cohorts
- Maintain alignment of all aspects of the Alum Rock Union School District cohorts with the requirements as established by SCCOE and the CTC approved PASC, CASC under SCCOE
- Assure all Agency recommended faculty have the competencies to teach the course for which they are being assigned
- Collect and provide resumes for all Alum Rock Union School District recommended faculty.
- Acknowledge that the ultimate decision to hire Alum Rock Union School District's recommended faculty is at the sole discretion of SCCOE
- Acknowledge the partnership with SCCOE in all verbal and written communications, such as brochures, informational presentations and materials, coursework, etc., using the SCCOE logos.
- Once confirmed, adhere to the SCCOE-Alum Rock Union School District course schedule
- Confirm initial Agency employment of all participants

- Provide facilities for any Agency recommended in person events or classes
- Facilitate the recording of videos of instructional best practices
- Participate in candidate recruitment
- Verification of experiences and years of service for all participants
- Maintain student confidentiality.

3.2. The SCCOE Responsibilities:

- Directly employ all Alum Rock Union School District cohort faculty on Non-Regular Certificated Employee Contract
- Train new Alum Rock Union School District cohort faculty on use of the Canvas Learning Management System and Zoom Platform
- Provide professional zoom accounts for all Alum Rock Union School District cohort faculty
- Conduct the student orientations in coordination with the Alum Rock Union School District's schedule
- Provide academic advising to all participating candidates
- Observe and evaluate all Agency recommended faculty
- Consult with Agency with the integration of elements of "district initiatives" into the syllabi while assuring continued adherence to CTC program standards
- Oversee the course assignments and enrollments for candidates and instructors in Canvas
- Provide participating candidates and instructors access to online learning management system and course feedback surveys
- Provide on-going communication, coordination and technical assistance.
- Provide candidates access to the SCCOE EPP enrollment system
- Establish and maintain student records
- Recommend candidates for credentials based on CTC program standards
- Maintain student confidentiality.

4. Articulation of Monies/Compensation

There is no compensation associated with these services.

5. Other Terms

5.1. Amendments: Either party may request changes to this MOU. Any changes, modifications, revisions, or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

5.2. Delivery of Services and Use of Resources:

- Online, hybrid or in-person classes will be provided upon agreement of both parties -
For in-person classes, the Agency will provide classrooms and any equipment needed

6. Insurance/Hold Harmless

–Insurance: The SCCOE and the Agency shall maintain a certificate of insurance in the Business Office of each respective office.

–Indemnification: The SCCOE and the Agency shall be held harmless from and against any and all claims arising from a default in the performance of any obligation of the MOU.

7. Duration of MOU

This MOU begins on August 1, 2023 and ends on June 30, 2024.

8. Termination

Either the Agency or the SCCOE may terminate this MOU with or without cause upon thirty (30) calendar days advance written notice to either party.

9. Approvals

This MOU shall become effective upon its approval and signature by the authorized officers:

10. Execution Authority

Each individual executing this Agreement on behalf of a Party represents that they are duly authorized to execute and deliver this Agreement on the entity's behalf, including, as applicable, the Governing Board, Superintendent, Board of Directors, or Executive Director. This Agreement shall not be effective or binding unless it is in writing and approved by the SCCOE's authorized representative, or authorized designee, as evidenced by their signature as set forth in this Agreement.

11. Electronic Signatures/ Signatures

Unless otherwise prohibited by law or SCCOE policy, the Parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document or other format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by SCCOE.

SCCOE:

By: _____
Signature of Authorized SCCOE Official

Name: Adora Fisher

Title: Director, Ed. Prep Program

Date: _____

Address: 1290 Ridder Park Dr.
San Jose, Ca 95131

Phone: 408-453-4257

Email: afisher@sccoe.org

Alum Rock Union School District:

By: _____
Signature of Authorized Agency Official

Name: Dr. Hilaria Bauer

Title: Superintendent

Date: _____

Address: 2930 Gay Ave.
San Jose Ca 95127

Phone: 408-928-6800

Email: Hilaria.Bauer@arusd.org

For Contracts Office/Risk Management use only:

RM#: _____

Date: _____

Signature: _____

13.08

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: **Approve/Ratify Notices of Employment and Changes of Status/June 22, 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**

13.08

Agenda Placement

Meeting: June 22, 2023
Regular Board Meeting

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT-
HUMAN RESOURCES DEPARTMENT
MEETING OF THE BOARD OF TRUSTEES
June 22, 2023

CERTIFICATED OFFER OF EMPLOYMENT:

I. Short-Term Student Counselor Services Agreement:

1.	Cameron, Scott	08/01/2023-06/30/2024
2.	Dang, Janie	08/01/2023-06/30/2024
3.	Dinneen, Kristine	08/01/2023-06/30/2024
4.	Enes, Clarisa	08/01/2023-06/30/2024
5.	Gordon, Valerie	08/01/2023-06/30/2024
6.	Hernandez, Cristal	08/01/2023-06/30/2024
7.	Le, Jeanette	08/01/2023-06/30/2024

II. Substitute Residential Teacher Contracts:

1.	Donoghue, Margo	06/01/2023-06/08/2023

CERTIFICATED CHANGES OF STATUS:

III. Certificated Administrative Changes:

1.	Burt, Kristin	Coordinator, Early Learning Program	07/01/2023
2.	Carrillo, Silvia	Principal/Meyer Elementary	07/01/2023
3.	Cicala, Suzanne	Principal/Linda Vista Elementary	07/01/2023
4.	Cortez, Jose	Principal/Adelante Academy II	07/01/2023
5.	Guendulain Velasco, Victor	Principal on Special Assignment/Adelante Academy I	07/01/2023
6.	Montejano, Jackie	Principal/George Middle School	07/01/2023
7.	Rosales, Yeny	Coordinator, English Learner Programs & Services	07/01/2023
8.	Villalobos, Julio	Principal/Dorsa Elementary	07/01/2023

IV. Initial Variable Term Credential Waiver:

1.	Estrada, Annette	Administrative Services Credential Program	07/01/2023

V. Variable Term Credential Waiver Renewal:

1.	Thomas, Maria	Administrative Services Credentialing Program	07/01/2023

CLASSIFIED PERSONNEL – June 22, 2023

CLASSIFIED OFFERS OF EMPLOYMENT:

I. **New Employee:**

1. Cerna, Hortencia M	Child Nutrition Assistant I/Hubbard	05/30/2023
2. Cruz, Lionicia J	Child Nutrition Assistant I/Aptitud	05/30/2023
3. Gonzalez, Maria D	Child Nutrition Assistant I/Renaissance I	05/30/2023
4. Robles Medina, Martha	Child Nutrition Assistant I/George	05/30/2023
5. Rodarte, Hilda M	Child Nutrition Assistant I/Renaissance II	05/30/2023
6. Sanchez, Ana A	Child Nutrition Assistant I/Sheppard	05/30/2023
7. Velez, Stephanie Marie	Paraeducator 9.5mo./Russo-McEntee	05/25/2023

II. **Retirement:**

1. Gonzalez, Eloisa	School Administrative Assistant/Hubbard	06/14/2023
2. Stromquist, Jacalyn	Executive Assistant/Human Resources	07/01/2023