ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

BOARD OF TRUSTEES

Regular Board Meeting
September 14, 2023

Thursday, September 14, 2023
REGULAR BOARD MEETING AGENDA

Type: REGULAR BOARD MEETING AGENDA
Time: 5:30 p.m.
Code: Regular #06-23/24

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/87077672615
Webinar ID: 870 7767 2615
Or One tap mobile:
+16699006833, 87077672615# 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*********

The Agenda And All Public Agenda Materials Are Available On The District's Website At https://www.arusd.org/district/board-of-trustees/board-agendas, and a copy can also be obtained at the District's Administrative Offices, Reception Area, located at 2930 Gay Ave, San Jose, CA 95127.

1. OPEN SESSION - CALL TO ORDER AND ROLL CALL

1.01 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limited to, an announcement that an agenda item will be considered out of order, that consideration of an item has been withdrawn, postponed, rescheduled or removed from the Consent Calendar for separate discussion and possible action.

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

2. PUBLIC MEMBERS WHO WISH TO ADDRESS THE BOARD

2.01 PUBLIC MEMBERS WHO WISH TO ADDRESS THE BOARD ON MATTERS NOT ON THE AGENDA: REQUESTS TO ADDRESS THE BOARD provides members of the public an opportunity to speak about any matter under the jurisdiction of the District but not on this agenda. (If the subject you wish to discuss is already on this agenda, please provide your comment when that item is called during the meeting.) Those who wish to speak on a within the jurisdiction of The Brown Act prevents the Board from discussing any item not on this published agenda but the Board may refer to staff for follow-up any formal written requests that are brought before the Board at this time. There is a limit of 2 minutes for each speaker. The Board

has the right to limit total public comment on any agenda item to no more than 20 minutes. Written matters may be placed on a future meeting agenda.

3. Special Presentation--Discussion,consideration and action

3.01 Anti Bullying Presentation.

4. COMMENTS AND COMMUNICATION

4.01 Teamsters.

4.02 California School Employee's Association (CSEA).

4.03 Alum Rock Educator's Association (AREA).

4.04 Alum Rock Administrator's Association (ARAA).

4.05 Superintendent.

4.06 Board of Trustees/Communications/Comments.

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

5.01 Public Hearing Regarding Sufficiency of Instructional Materials.

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

6.01 Approve the Feasibility Study and Select a Site for Workforce Housing.

6.02 Approve Notice of Added Architectural Services for Additional Topographic Survey for Studio W in Conjuction with Bonds2223-Bonds7.

6.03 Approve Notice of Architectural & Engineering Services for HVAC Upgrades Project at District Office RFP No. 2223-Bonds43 for JK Architecture Engineering.

6.04 Approve Notice of Completion and Change Orders for Project B2223 Bond 23 ADA/DSA Accessibility Scopes at George, Linda Vista, and Adelante I – Selway Construction Inc.

6.05 Approve Notice of Completion and Change Orders for Project B2223 Bond 24 ADA/DSA Accessibility Scopes Sheppard & San Antonio – Selway Construction Inc.

6.06 Approve Notice of Contract Agreement Extension for Architectural Services for Studio W.

6.07 Approve Notice of Contract Agreement Extension for Consulting Services for PSS.

6.08 Approve Notice of Contract Agreement Extension for Architectural Services for LPA, Inc.

6.09 Approve Citizen’s Bond Oversight Committee (CBOC) Appointment.

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

7.01 Approve School Sponsored Field Trip List.

7.02 Approve Resolution No. 15-23/24, Regarding Sufficiency or Insufficiency of Instructional Materials.

7.03 Approve Consolidated Application and Reporting System (CARS) 2021/22, 2022/23, and 2023/24 Reporting and 2023-2024 Application for Funding.

7.04 Approve THINK Together Designation of California State Preschool Program (CSPP) Facility Responsibility- Painter Elementary.

7.05 Approve California Department of Education (CDE) Amendment 01 Local Agreement for Early Education Services, for California State Preschool Programs (CSPP) within Alum Rock Union Elementary School District.

7.06 California Department of Education (CDE) Amendment 02 Local Agreement for Early Education Services, for California State Preschool Programs (CSPP) within Alum Rock Union Elementary School District (Information Only).

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

8. 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.)

8.01 Approve Request for Approval of RFP#2023-CNS05 Meat Products for 2023-2024 School Year.

8.02 Approve Unaudited Actuals Financial Reports for 2022–2023 Report to the Board on Unaudited Actuals as Required by Law.

8.03 Approve Resolution No.14-23/24 GANN Limit Calculations.

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

9.01 Resignations (informational Only)

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

10.01 Approve the Contract with The Creekside School for the 2023-2024 SY. This contract will provide individualized instruction and behavior support services to autistic and behaviorally disordered students. Submitted by: Special Education, $137,595.00 dollars.

10.02 Approve the Contract with Community School of Music and Arts for the 2023-2024 SY. This contract will provide visual art classes (Arts4Schools Instruction) to K-8 students at 10 school sites (Adelante, Adelante II, Aptitud, Cureton, Hubbard, Linda Vista, Lyndale, Meyer, Painter & Ryan). Submitted by: Academic Services, $169,322.00 dollars.

10.03 Approve the Contract with Verizon Wireless for the 2023-2024 SY. This contract is to purchase Jetpack (hotspot) student devices and provide a data plan for such devices through the use of LAUSD/Verizon agreement No. 4400007482. Submitted by: Technology, $275,000.00 dollars.

10.04 Approve Contract with AON Risk Insurance Services West. This contract will provide insurance and brokerage management services, plus safety consultant services. Submitted by: Business Services, $452,000.00 dollars.

11. 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.)

11.01 Approve the Contract Extension with Maxim Healthcare for the 2023-2024 SY. This contract extension will provide an additional 2 Board Certified Behavior Analysts (BCBA) for District use in general education support. Submitted by: Special Education; original approved contract amount $700,000.00, requested increase amount $374,400.00 for a total contract amount of $1,074,400.00 dollars.

11.02 Approve the Contract Extension with THINK Together Inc. for the 2023-2024 SY. This contract extension is to add preschool program services at Painter Elementary for up to 24 children at no cost. In addition, THINK Together will assign a Teacher Aid at McCollam Elementary for up to 4 hours per day over 246 program days during the 2023-2024 school year. Submitted by: Early Learning; original approved amount of $1,090,210.50, requested increase of $41,941.00 for a total contract amount of $1,132,151.50 dollars.

11.03 Approve the Contract Extension with AchieveKids for the 2023-2024 SY. This contract extension will provide certified, highly specialized nonpublic school for individualized instruction and behavior support to autistic or severe behaviorally disordered students. Submitted by: Special Education; original approved contract amount $103,932.00, requested increase amount $93,837.00 for a total contract amount of $197,769.00 dollars.

11.04 Approve the Contract Extension with Blazerworks for the 2023-2024 SY. This contract extension will provide a speech therapist for Independent Studies. Submitted by: Special Education; original approved contract amount $450,000.00, requested increase of $140,000.00 for a total contract amount of $590,000.00 dollars.

12. 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.)

12.01 Approve Board Meeting Minutes for the following dates: July 27, 2023, Special Board Meeting and August 10, 2023, Regular Board Meeting.

12.02 Approve Acceptance of Donations.

12.03 Approve Fundraising Activities.

12.04 Approve Acceptance of Vendor & Payroll Warrants.

12.05 Approve the Santa Clara County Treasury Investment Portfolio Status.

12.06 Approve Contracts for Professional Services - Firms/Organizations.

12.07 Approve Bond Contracts/Extensions.

12.08 Approve Memorandum(s) of Understanding.

12.09 Approve the Application for Exemption from the Required Expenditures for Classroom Teachers' Salaries.

12.10 Approve Resolution No. 08-23/24 Hispanic Heritage Month September 15 – October 15, 2023.

12.11 Approve Resolution No. 09-23/24 Character Education Month October, 2023.

12.12 Approve Resolution No. 10-23/24 Digital Citizenship Week October 16 – 20, 2023.

12.13 Approve Resolution No. 11-23/24 Week of the School Administrator October 8 – 14, 2023.

12.14 Approve Resolution No. 12-23/24 Creating a College Culture.

12.15 Approve Resolution No. 13-23/24 Inventory Disposal.

12.16 Approve/Ratify Notices of Employment and Changes of Status/September 14, 2023.

12.17 Current Enrollment (Information Only).

13. CLOSED SESSION

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

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

13.03 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.

13.04 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (pursuant to Government Code Section 54956.9, subd. (d)(1) – One Matter – OAH Case No. 2023080123.

13.05 CONFERENCE WITH LEGAL COUNSEL EXISTING LITIGATION (Paragraph (1) of subdivision (d) of Section 54956.9): 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.

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

13.07 PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT (Government Code Section 54957): Titles: Operations Manager of Security; Procurement Manager; Operations Manager; Coordinator of Special Education

14. RECONVENE TO OPEN SESSION

14.01 REPORT OF ACTION TAKEN IN CLOSED SESSION.

15. FUTURE BOARD AGENDA REQUESTS

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

16. NEXT MEETING(S)

16.01 October 12, 2023 (2023-24 School Year).

17. ADJOURNMENT

17.01 President adjourns the meeting.

3.01

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: September 07, 2023

Subject: Anti-Bullying Presentation

Staff Analysis: As a district we recognize the harmful effects of bullying on learning and student attendance. We are committed to providing safe school environments. This presentation will provide the Board of Trustees and the public, prevention strategies and a response plan to students affected by various forms of bullying.

Recommendation: Information Only

Submitted by: Imee C. Almazan ,Ed.D. Title: Director, Student Services

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

To the Board of Trustees:

Meeting: September 14, 2023
Regular Board Meeting

Information Only

3.01
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

5.01

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: August 31, 2023

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

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

PUBLIC HEARING

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

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

To the Board of Trustees: Meeting: September 14, 2023
Regular Board Meeting

PUBLIC HEARING

5.01
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

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

PUBLIC HEARING ANNOUCEMENT
Issued on August 31, 2023

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

1. The Governing Board will hold a public hearing

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

Public Hearing will be held on
September 14, 2023
5:30 p.m.
Alum Rock Union Elementary School District
Board Room

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

AVISO DE AUDIENCIA PÚBLICA
Emitido el 31 de agosto de 2023

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

1. La Mesa Directiva llevará a cabo una audiencia pública

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

La audiencia pública se llevará a cabo el
14 de septiembre de 2023
5:30 p.m.
Distrito Escolar Elemental de Alum Rock
Sala de Sesiones de la Mesa Directiva

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

THÔNG BÁO ĐIỀU TRẦN CÔNG CỘNG
Phát hành ngày 31tháng 8 năm 2023

Một buổi họp Điều Trần Trước Công Chúng là cần thiết và là một quyết định được chấp thuận để có bảo đảm của Ban Hội Đồng Quản Trị rằng học khu sẽ tuân theo Luật Giáo Dục Mục 60119, trong đó quy định rằng hội đồng quản trị của các học khu nhận tài trợ cho tài liệu giảng dạy từ bất kỳ tiểu bang nào tùy thuộc vào các yêu cầu của phần này. Các yêu cầu bao gồm những điều sau:

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

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

Phiên Điều trần Công khai sẽ được tổ chức vào
Ngày 14 tháng 9 năm 2023
Vào lúc 5:30 chiều.
tại Phòng Họp Hội Đồng Học Khu Alum Rock

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

6.01

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

Board of Trustees: Date: September 8, 2023

To the Superintendent of Schools

Subject: **Approve the Feasibility Study and Select a Site for Workforce Housing**

Recommendation: Staff recommends that the Board of Trustees approve the Feasibility Study and Select a Site for Workforce Housing.

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

To the Board of Trustees:

Recommended Approval

6.01
Agenda Placement

Meeting: September 14, 2023
Regular Board Meeting

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

6.02

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

Board of Trustees: Date: September 14, 2023

To the Superintendent of Schools

Subject: **Notice of Added Architectural Services for additional topographic survey for Studio W in conjunction with Bonds2223-Bonds7**

Staff Analysis: Fee for added Architectural Services for additional topographic survey to Studio W for the new location of the play structure at LUCHA.

Item	Amount
Original Professional Service Fee Proposal from Studio W	$171,439.00
Added fee for additional topographic survey	$8,970.00
REVISED CONTRACT AMOUNT	**$180,409.00**

Recommendation: Staff recommends the Board of Trustees approve the added services proposal provided by Studio W for architectural services for the additional topographic survey at LUCHA.

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

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

To the Board of Trustees:

Recommended Approval

6.02
Agenda Placement

Meeting: September 14, 2023
Regular Board Meeting

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

AIA® Document G802® – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
Lucha Elementary School
171 E. San Antonio Street
San Jose, CA 95116

AGREEMENT INFORMATION:
Date: 04/06/2023

AMENDMENT INFORMATION:
Amendment Number: 001
Date: 07/18/2023

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

ARCHITECT: *(name and address)*
Studio W Associates, dba.;
Studio W Architects
1930 H Street
Sacramento, CA 95811
Studio W #23013

The Owner and Architect amend the Agreement as follows:
Additional topographical surveying services due to District requested Play Structure location change. The new location was not within the area of the original survey.

Refer to attached NorthStar email proposal dated 7/17/2023.

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

Compensation Adjustment:	
Northstar Engineering - Additional Survey	$7,800
SWA Mark Up - 15%	$1,170
Total Lump Sum Fee:	$8,970

Schedule Adjustment:
Additional Survey to be scheduled upon receipt of District signed Amendment 001.

SIGNATURES:

Studio W Architects	Alum Rock Unified School District
ARCHITECT *(Firm name)*	**OWNER** *(Firm name)*
SIGNATURE	**SIGNATURE**
Brian P. Whitmore President & CEO	Kolvira Chheng Assistant Superintendent of Business Services
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**
07/18/2023	
DATE	**DATE**

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User Notes:
(3B9ADA46)

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

6.03

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

Board of Trustees: Date: September 14, 2023

To the Superintendent of Schools

Subject: **Notice of Architectural & Engineering Services for HVAC Upgrades Project at District Office RFP No. 2223-Bonds43 for JK Architecture Engineering.**

Staff Analysis: Fee for Architectural Design & Engineering Services for HVAC upgrades at the District Office. Pricing to include existing site facility investigation, schematic design services, construction design services, permitting and construction administration.

To include add alternate #2 for roof replacement design for Building 100.

Item	Amount
Professional Service Fee Proposal from JK Architecture	$106,600.00
Add Alternate #2 for Bldg. 100 Roof Replacement	$26,200.00
TOTAL FEE	**$132,800.00**

Recommendation: Staff recommend the Board of Trustees approve the proposal provided by JK Architecture Engineering for architectural and engineering services for the HVAC Upgrades Project at the District Offices including the associated add alternate #2 for a total of $132,800.00.

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

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

To the Board of Trustees:

Recommended Approval

6.03

Agenda Placement

Meeting: September 14, 2023
Regular Board Meeting

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

JK ARCHITECTURE ENGINEERING

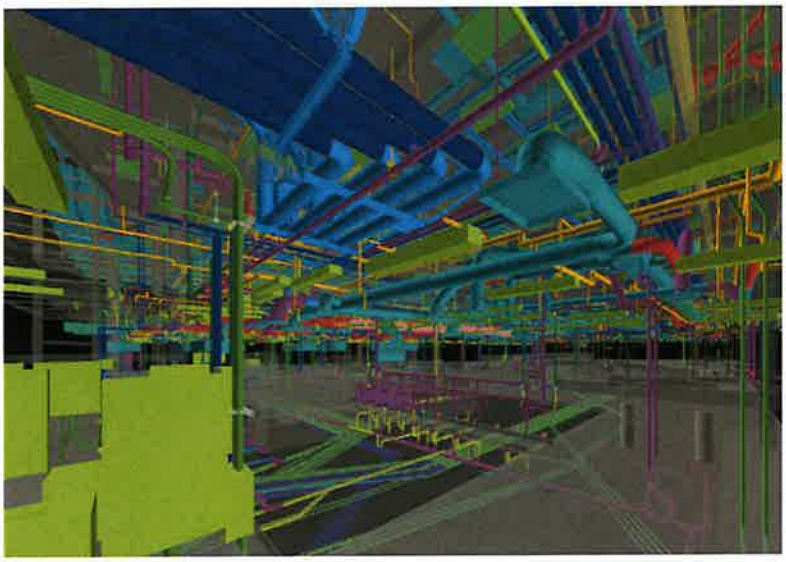
FEE PROPOSAL

Architectural Services for HVAC Upgrades at the District Office (RFP #B2223-Bonds43)

Alum Rock Union Elementary School District

July 12, 2023

300 Orchard City Drive, Suite 140 | Campbell, CA 95008 | (408) 708-9111 | jkaedesign.com







San Antonio ES Campus Transformation, Alum Rock Union Elementary School District

PRICE PROPOSAL

You will be invoiced monthly as a percentage complete against the following phased fixed fees:

Base Scope- Zones 1, 2, 3 & IT Room

Phase	Fee
Schematic Design	$27,400.00
Construction Documents	$39,650.00
DSA/Agency Review	$8,850.00
Bidding	$5,850.00
Construction Administration	$20,500.00
Closeout	$4,350.00
Total Fixed Fee:	**106,600.00**

Alternate 1

Phase	Fee
Schematic Design	$30,000.00
Construction Documents	$41,750.00
DSA/Agency Review	$8,750.00
Bidding	$7,750.00
Construction Administration	$18,400.00
Closeout	$5,850.00
Total Fixed Fee:	**$112,500.00**

Alternate 2

Phase	Fee
Schematic Design	$5,400.00
Construction Documents	$5,900.00
DSA/Agency Review	$2,200.00
Bidding	$2,200.00
Construction Administration	$8,700.00
Closeout	$1,800.00
Total Fixed Fee:	**$26,200.00**

We will hold these fee amounts for 90 days.

PROPOSAL NOTES

- Cost Estimating: JKAE will provide professional cost estimating at both schematic design and construction documents phase at an additional cost if requested.
- All agency review & inspection fees shall be paid by district.
- No reimbursables will be charged unless district specifically requests bid sets, construction sets, or other special printing.
- No special studies or testing is included in this proposal.
- District shall provide any required topographical surveys, hazardous materials studies, and geotechnical reports.
- Additional district-added scope will be negotiated on a fixed fee or time & materials basis.
- Additional DSA required scope such as path of travel upgrades or restroom upgrades will be negotiated on a fixed fee or time & materials basis. As this project is a critical and required systems "maintenance" upgrade, JKAE does not anticipate that ADA upgrades will be required by DSA.

AS BUILT DRAWING CLARIFICATION

Due to the lack of as-built drawings available from the District, we have established a fee that allows the structural engineer to documents the existing building structure as necessary to provide DSA with the appropriate level of structural validation and detailing for support of the new mechanical units. This effort has increased the fee significantly. Should the District be able to locate the required as-built drawings, our team can lower our proposed fee.

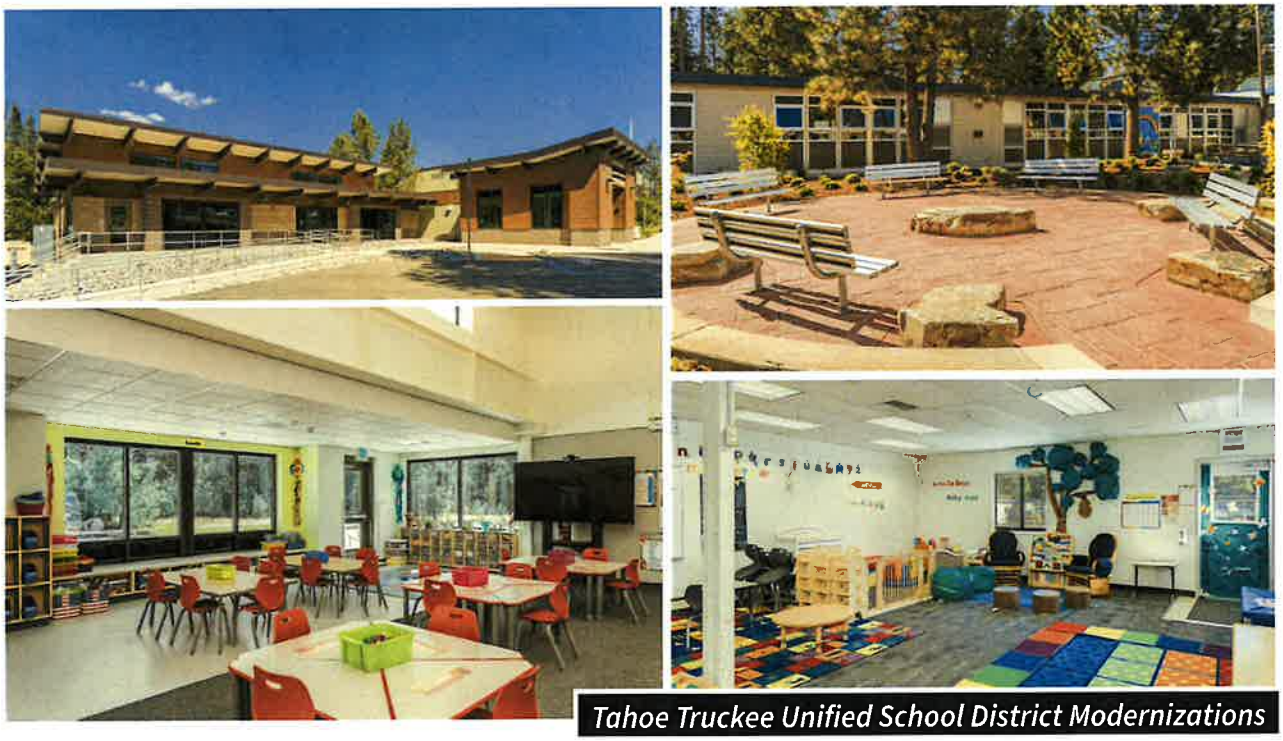
FORM OF CONTRACT

We will work with Alum Rock Union ESD to execute Alum Rock Union ESD's standard form of agreement based on our proposed scope, schedule, and fee.

Our goal is to develop a fee and approach that works well for the District. Let us know if you have any questions. We would be happy to walk you through our proposal and we appreciate the opportunity to be of service.

Sincerely,

Chris Vicencio, Partner, CA License #26985
JK Architecture Engineering



Tahoe Truckee Unified School District Modernizations

STAFF ALLOCATIONS

Zones 1, 2, 3, and IT Room

Employee	Classification	Hourly Rate	Estimated Hours
Chris Vicencio	Architect of Record	$225.00	16
Manuel Ordonez	Senior Project Manager	$180.00	60
Holman Vilchez	Senior Designer	$180.00	120
Trish Dawson	Interior Designer	$155.00	32
Derek Labrecque	QA / QC	$225.00	6
Serina Martineau	Studio Assistant	$135.00	17
Ryan Ennis	Mechanical EOR	$210.00	20
Dion Pria	Mechanical Designer	$145.00	94
Rami Zeidan	Electrical EOR	$285.00	10
Juan Hidalgo	Electrical Designer	$145.00	30
Brian Wiens	Structural Principal	$260.00	115
Jimmy Kugelberg	Senior BIM Technician	$160.00	44

STAFF ALLOCATIONS

Alternate 1

Employee	Classification	Hourly Rate	Estimated Hours
Chris Vicencio	Architect of Record	$225.00	16
Manuel Ordonez	Senior Project Manager	$180.00	80
Holman Vilchez	Senior Designer	$180.00	120
Trish Dawson	Interior Designer	$155.00	60
Derek Labrecque	QA / QC	$225.00	4
Serina Martineau	Studio Assistant	$135.00	24
Ryan Ennis	Mechanical EOR	$210.00	37
Dion Pria	Mechanical Designer	$145.00	125
Rami Zeidan	Electrical EOR	$210.00	322
Juan Hidalgo	Electrical Designer	$145.00	100
Brian Wiens	Structural Principal	$260.00	46
Jimmy Kugelberg	Senior BIM Technician	$160.00	16

STAFF ALLOCATIONS

Alternate 2

Employee	Classification	Hourly Rate	Estimated Hours
Chris Vicencio	Architect of Record	$225.00	8
Manuel Ordonez	Senior Project Manager	$180.00	30
Holman Vilchez	Senior Designer	$180.00	60
Trish Dawson	Interior Designer	$155.00	0
Derek Labrecque	QA / QC	$225.00	4
Serina Martineau	Studio Assistant	$135.00	17
Brian Wiens	Structural Principal	$260.00	18
Jimmy Kugelberg	Senior BIM Technician	$160.00	2

JK ARCHITECTURE ENGINEERING

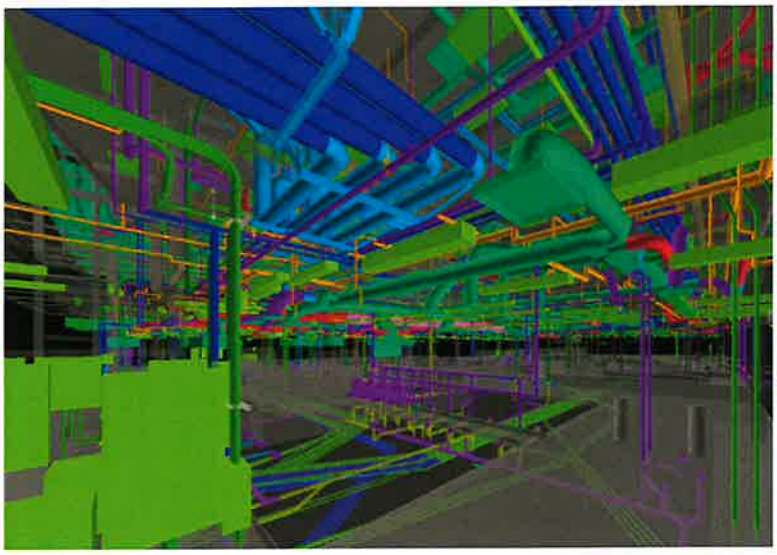
TECHNICAL PROPOSAL

Architectural Services for HVAC Upgrades at the District Office (RFP #B2223-Bonds43)

Alum Rock Union Elementary School District

July 12, 2023

300 Orchard City Drive, Suite 140 | Campbell, CA 95008 | (408) 708-9111 | jkaedesign.com







San Antonio ES Campus Transformation, Alum Rock Union Elementary School District

Connect with us!

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"The JKAE team worked seamlessly as an extension of our team, provided us great value, and delivered a project through a design build process that has become a model for our District. It has been a pleasure working with this team and I would highly recommend them for your project. The quintessential question of any recommendation is "would you hire this team/person again", and I unequivocally would."

– Tom Huynh, Assistant Superintendent, East Side Union High School District

JK ARCHITECTURE ENGINEERING

Date:	July 12, 2023	**Attn:**	Mr. Marc Freitas Bonds Director
Project:	Architectural Services for HVAC Upgrades at The District Offices	**Mailing:**	2930 Gay Avenue San Jose, CA 95127
Client:	Alum Rock Union Elementary School District	**Email:**	marc.freitas@arusd.org

Dear Mr. Freitas and Selection Committee,

JK Architecture Engineering (JKAE) has been requested to submit a proposal for Architectural Services for HVAC Upgrades at the Alum Rock Union Elementary School District District Offices. This proposal is based on the scope of work as issued with the original RFP as well as a clarifying discussion the design team had with Alum Rock Union ESD representatives on site on June 20, 2023.

Please review the following technical proposal, along with the attached fee proposal, and let me know your questions. I would be happy to walk you through the details and approach.

We are passionate and committed to supporting Alum Rock Union ESD in making your dreams a reality. As a firm leader, I assure you that you will be proud of the work we do and the expertise we will bring to your project. Not all firms may see the importance of infrastructure and systems upgrades. However, at JKAE we understand the importance of designing systems and upgrades that allow your schools to operate effectively and efficiently. We acknowledge we have received Addenda # 1, #2 (removed), #3 and #4. Thank you for the opportunity and your time to review our response to your RFP to provide professional architectural design services.

Sincerely,

Chris Vicencio, AIA, NCARB, LEED AP, DBIA
Partner | 530.883.8155
chris@jkaedesign.com
CA License #26985

PROPOSED APPROACH & SCOPE OF WORK

Zones 1, 2, 3, IT Room, and Alternate 1

Please note that the Alternate 1 scope areas have been included in this proposed project approach section as they are similar in scope but over an expanded area. Should Alternate 1 be accepted by the District, the scope will be incorporated into the base scope to form a single project. The Alternate 1 fees and staffing hours have been broken out separately in the fee proposal.

Our team will provide the professional architectural and engineering services as outlined below and described herein.

Our basic services fee assumes the following:

1. **General**
   A. Drawings to be prepared in 2D AutoCAD format.

2. **Architectural (JKAE)**
   A. Serve as primary contact with district
   B. Coordinate consultant engineering team
   C. Detail roofing modifications, new mechanical curbs, new roofing penetrations, ceiling and wall modifications, and miscellaneous modifications as required for new systems.
   D. Lead DSA submittal effort
   E. Lead Bid support effort
   F. Lead Construction Administration effort
   G. Lead DSA closeout effort

MEP Engineering (LP Consulting Engineers, Inc. "LPCE"), will provide professional engineering services listed below and described herein:

1. Mechanical
2. Plumbing
3. Electrical
4. Construction Administration
5. Title 24

3. **Mechanical**
   A. Primary HVAC:
      i. New rooftop Heat pump units with exposed ductwork on the roof
      ii. VRF units for individual offices in the Human resources area/Conference room.
      iii. Liebert Units replacement in IT room

   B. Ductwork, Piping, Terminals:
      i. New ductwork

   C. Controls:
      i. New Programmable WIFI T-stats

4. **Plumbing:**
   A. Indirect Waste:
      i. Condensate and overflow drain piping and pumps as needed from required mechanical equipment to an approved receptor
      ii. New rough-in and water heater for a new sink.

5. **Electrical**
   A. Connection to the existing electrical.

6. **Title 24:**
    A. Prescriptive or Title 24 energy calculation for areas/systems affected by project scope.

7. **Structural Engineering (Buehler)**
    A. The Structural scope of work will consist of a site walk to observe the existing structure and unit mounting conditions, review of available existing drawings, evaluation of the existing structure for the new mechanical unit loading, and new structural drawings and calculations for the unit mounting. Seismic anchorage mounting details will be reviewed and appropriate markups will be provided. Seismic anchorage calculations are included. Construction Administration services consisting of shop drawing review, responding to Requests for Information, and a site visit are included for each project.

DESIGN/ENGINEERING SERVICES

EXISTING SITE/FACILITY INVESTIGATION

1. Verify accuracy of available record drawings through field investigation for systems that will be retained. This survey will include visual observation of equipment rooms and spot observations of ductwork, piping and conduit above accessible ceilings. We have included one (1) design phase site visit in our fee proposal.

SCHEMATIC DESIGN PHASE SERVICES

1. Prepare a Schematic Design package including the following:
    A. Prepare design criteria for MEP and structural systems.
    B. Prepare system narratives.
    C. Prepare preliminary equipment schedules for MEP systems.
    D. Prepare drawings suitable for budget pricing and preliminary coordination with other disciplines showing the major components of MEP and structural systems, the size of main and branch utilities for the purpose of establishing spatial impact on the project and coordination with other trades.
    E. Design team will submit these items for approval, prior to proceeding with further design work.

CONSTRUCTION DOCUMENT PHASE SERVICES

1. Lead virtual design team meetings to review schedule, budgets and to coordinate architectural, mechanical and structural design.

2. Prepare construction documents. One CD phase deliverable (95% DSA submittal) is included in this proposal. The construction document packages will include the following:
    A. Specifications on drawings.
    B. Stamped and signed drawings including schedules, details, calculations, site plans, floor plans, sections through complex spaces and diagrams (ex: electrical one-line) as applicable to the scope outlined above.
    C. Supplementary documentation including 8-1/2x11 calculations and/or product data sheets as required for plan check approval.

3. Provide Title 24 energy compliance documentation under applicable energy codes using the prescriptive method of compliance.

PERMIT/BIDDING PHASE SERVICES

1. Incorporate plan review comments from authorities having jurisdiction into the construction document that is set to be issued for construction.

2. Attend & conduct pre-bid meeting.

3. Provide responses to contractor's questions during bidding and preparation of written addenda.

4. Assist in analyzing contractor proposals.

CONSTRUCTION ADMINISTRATION PHASE SERVICES

1. Attend and conduct construction kickoff meeting.
2. Review submittal material for substantial conformity with the intent of the contract plans and specifications.
3. Assist with review of related RFIs (Request for Information).
4. Assist with review of related proposal requirements, Architect's supplemental instructions, construction change directives, and change orders in order to assist in comparing the value of the work proposed to the submitted price.
5. Provide site observation during the construction phase and prepare a written summary of the visit to become generally familiar with the progress and quality of the contractor's work and to determine if the work is proceeding in general conformance with the contract documents. Such observation shall not be construed as approval or guarantee of contractor's performance or safety measures.
6. Accomplish final walk-through and preparation of punch list.
7. Verifying that the punch list corrections are complete will be the responsibility of the general contractor.
8. Review record drawings and Operations and Maintenance manuals as prepared by the contractor for general conformance of the work observed and approved changes.
9. Lead the DSA closeout effort including submittal of required forms and documents as submitted by general contractor and others.

SCOPE OF SERVICE DOES NOT INCLUDE:

- Services that are not listed above.
- Pre-Bid site walks and/or meetings.
- Pre-Construction site walks and/or meetings.
- Preparation of record "as-built" drawings and/or documents.
- Underground joint trench for utility company services design.
- Fire alarm design.
- Technology design.
- Fire sprinkler design.
- Commissioning services.
- LEED design and/or documentation.
- CalGreen Tier 1 or Tier 2.
- Utility company incentive application.
- Electrical connected load peak demand reading including cost for existing switchboard, distribution panels and/or panels to determine existing electrical load capacity.
- Detailed cost estimates.
- Multiple bid packages.
- Plan check fees, permit fees, or other fees.
- Printing of plans (bid sets) other than for internal design-team coordination and review.
- Services as excluded by client.

PROPOSED APPROACH & SCOPE OF WORK

Alternate 2

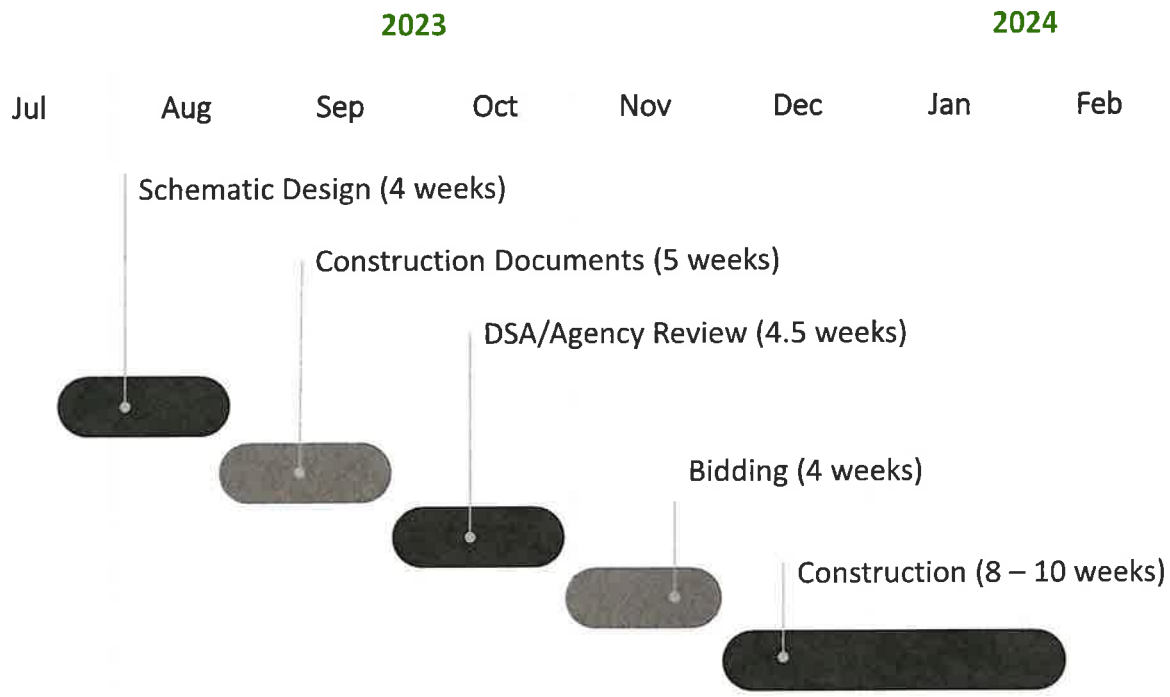
We understand your project to consist of new roofing for Building 100 Admin at the Alum Rock USD District offices. As expected with these types of projects, any siding/soffit/gutter, door/window frame deterioration will be identified and replaced or repaired. Our proposal includes structural engineering services for minor areas of roof sheathing deterioration. Should additional areas of repair or replacement be identified as a result of our team's site investigation and/or during construction, a separate additional service fee proposal will be submitted for that scope of work. The rough order of magnitude construction cost of this project is anticipated to be approximately $500,000 based on a roof size of approximately 20,000 square feet. New roofing approach shall be: removal of existing low slope roof system down to the deck; Install new SBS base sheet in GreenLock cold process 0%VOC; Install 60 mil KEE Fleece back membrane in KEE Foam Adhesive (0% VOC); Replace all gutters, downspouts, metal flashing, vent hoods, pipe jacks, etc.

The phased project approach and general project time line are the same as that described above for the other scopes of work and would be combined into a single drawing and DSA submittal package if selected. Therefore we have not repeated that information again.

Please not that for the roofing alternate, structural engineering is included. The structural engineer's scope of work is intended to cover nominal areas of sheathing deterioration, for example, that could be discovered during roof tear off. It does not cover any major structural deterioration that would require significant re-engineering or DSA review of such re-engineering.

PROPOSED SCHEDULE

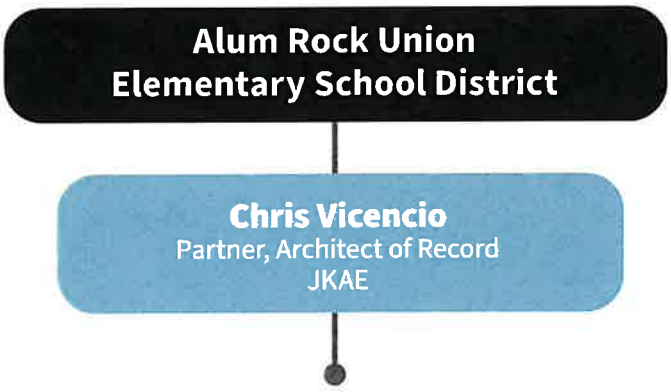
Per the District's response in Addendum 1, since the Project is located at a District facility and not governed by the Field Act, it does not need to be submitted to DSA for review. However, if the District prefers to submit through DSA, the JKAE team is qualified to do so, having completed over $2 billion in DSA projects. If the District elects to forego submitting through DSA, we recommend checking with the District's legal counsel to confirm that they can self-certify a maintenance upgrade project.



*Anticipate 6 – 12 weeks for DSA Closeout.

PROPOSED STAFFING

JKAE is a team of experts that have dedicated their professional careers to architecture, engineering, and design. The strength of our team comes first with the trust and respect that has grown over decades of experience and working together. The individual relationships that exist within each team member are equally as strong connecting on a professional and personal level. Our team organization is identified below followed by team resumes.



JKAE Team

Manuel Ordonez
Senior Project Manager/
Construction Administration
(Modernization/Remodel Specialist)

Holman Vilchez
Senior Project Designer

Trish Dawson
Interior Designer

Derek Labrecque
Quality Assurance/Quality Control

Serina Martineau
Studio Assistant / DSA Specialist

Subconsultant Team

Structural Engineering
Buehler

Mechanical/Electrical/Plumbing/
Fire Sprinkler
LP Consulting Engineers



Chris Vicencio, AIA, NCARB, LEED AP, DBIA

Partner, Architect of Record | JKAE

Chris has over 30 years of experience with a primary focus on educational and child development facilities. Chris' passion for planning and sustainable design is reflected in a majority of his projects. He is an award-winning architect including awards from DBIA and CASH; however, he is most proud of the projects where diverse communities have benefited from engaged principal-level involvement on educational facility projects that benefit the local community. Chris believes that client and user interaction and satisfaction are key to successful design outcomes. Chris' design leadership nurtures clients and communities who seek out a process that is not only effective and efficient, but also inclusive and enjoyable.

Experience
32 Years in Industry
9 Years with JKAE

Education
Bachelor of Architecture, California Polytechnic State University, San Luis Obispo

Bachelor of Arts, Spanish, University of California, Davis

Registrations
Registered Architect, #C26985, California

Affiliations
Coalition for Adequate School Housing

Design-Build Institute of America - Western Pacific Region

American Institute of Architects - California

California Park & Recreation Society

Community College Facility Coalition

Project Experience (Partial)

Sausalito Marin City School District
- Martin Luther King Jr. Academy New Campus

Williams Unified School District
- Williams Elementary School New Multi-Purpose & Kitchen
- Williams Jr. Sr. High School CTE Renovation

Marysville Joint Unified School District
- Edgewater Elementary School Kinder Complex
- Edgewater Elementary School Modular Restroom Building
- Marysville Charter Academy of the Arts Modular Building
- Linda Elementary School Modular Preschool Building
- McKenney Intermediate Modular Classrooms

Tahoe Truckee Unified School District
- Donner Trail Elementary School Modernization
- Kings Beach Elementary School Modernization

South Monterey County Joint Union High School District
- King City High School Science CTE Building
- Greenfield High School 2-Story Classroom Building
- King City High School Gymnasium
- King City High School Adult Education Classrooms

Salinas City Elementary School District
- Los Padres Elementary School Multi-Purpose Room
- Monterey Park Elementary School Campus Parking & Safety Upgrades
- El Gabilan Elementary School Modernization
- Los Padres Elementary School New Multipurpose Building
- Mission Elementary School Modernization

Nevada Joint Union High School District
- Bear River High School Aquatics Center & Performing Arts Center

City of South Lake Tahoe
- Community Recreation & Aquatic Complex

Peralta Community College District
- Merritt College Center for Science and Allied Health
- College of Alameda New Auto/Diesel Complex



Manuel Ordonez, AIA

Senior Project Manager/Construction Administration | JKAE

Manuel Ordoñez brings over 42 years experience in educational facility design. He brings decades of extensive experience with DSA in both new construction and modernization/transformation projects. Manuel is particularly interested in the BIM project documentation, detailing, code review, and project execution of his client's projects. Quality documentation and client satisfaction are his passion.

Experience
42 Years in Industry
1 Year with JKAE

Education
Bachelor of Science, Architecture, California Polytechnic State University, San Luis Obispo

Registration
Registered Architect, #C24467, California

Project Experience (Partial)

Sausalito Marin City School District
- Martin Luther King Jr. Academy New Campus

Santa Clara Unified School District*
- Mariposa Elementary School Campus Modernization
- Cabrillo Middle School Modernization Projects
- Peterson Middle School Modernization Projects

Sonoma Valley Unified School District*
- Sonoma Valley High School New Aquatic Center
- Woodland Star Charter School New MPR

Cupertino Union School District*
- Elementary Schools Modernization Projects

San Mateo Union High School District*
- Burlingame High School Gym Replacement
- San Mateo High School Auxiliary Gym Replacement

New Haven School District*
- Searles Elementary School Modernization

Jefferson Union High School District*
- Westmoor High School Modernization & New Construction
- Jefferson High School Modernization

Gilroy Unified School District*
- Brownell Middle School Rebuild and Modernization

San Jose Unified School District*
- District Office Interior Renovation
- Milpitas Union School District
- Elementary School Modernization Projects

San Jose-Evergreen Community College District*
- San Jose City College Career Technology Building

Hartnell Community College*
- Hartnell College Student Center Renovation

San Joaquin Delta Community College District*
- Delta College Data Center

**work performed prior to JKAE*



Holman Vilchez

Senior Project Designer | JKAE

Experience
20 Years in Industry
1 Year with JKAE

Education
Bachelor of Architecture, California Polytechnic State University, San Luis Obispo

Holman has over 20 years of experience in the remodel and construction of buildings, renovations, facilities assessments, and construction administration. His experience as a project manager includes design, construction documents, and construction administration coordination. Holman has experience in working with public agencies, building departments, and Division of the State Architect. His construction administration experience includes project team coordination, communication, and working closely with general contractors, contractors, and project owners.

Project Experience (Partial)

Sausalito Marin City School District
- Martin Luther King Jr. Academy New Campus

East Side Union High School District
- Oak Grove High School Criteria Documents

South Monterey County Joint Union High School District
- King City High School Science CTE Building

County of San Benito
- Hollister Library Visioning Plan

Pacific Point Christian Schools
- New Campus Programming

San Jose Unified School District
- Ohlone Middle School Roofing and Painting

City of South Lake Tahoe
- Community Recreation and Aquatic Complex

Moreland School District*
- District Office Solar Installations and Reroofing Projects

Morgan Hill Unified School District*
- District-Wide Modular Installations and Classroom Remodels

Presentation High School*
- Office Accessibility Upgrades

**work performed prior to JKAE*



Experience
30 Years in Industry
8 Years with JKAE

Education
Associate of Science
General Engineering Drafting
Sierra College

Trish Dawson LEED AP

Interiors | JKAE

Trish Dawson's skills as project leader have been developed through her 30 years of Architectural programming, design and documentation. Collaborating with clients to create thoughtful, responsive environments is her objective. She has extensive experience in Civic, Corporate and Educational projects. Well versed in today's technologies, project delivery is enhanced from programming to construction administration. Community involvement is a strong interest of hers. From local business groups to Civic leadership, she understands the needs and desires of clients, allowing her the insight to produce a comprehensive project for her clients.

Project Experience (Partial)

- Ackerman Charter School District - Bowman Charter School MP Building
- San Juan USD - Casa Roble HS Student Union and Administration, Unschool Modernization/Transformation, Culinary Art Building, Technology Wing, Administration Building, 21st Century Classroom Remodels
- East Side Union HSD - Yerba Buena HS New Student Center & Quad
- Marysville Joint Union School District - Edgewater ES Kindergarten Two Classroom Buildings and Site Improvements, Ella Elementary Classroom Building & Site Improvements
- Shasta Union HSD - Enterprise HS Culinary Arts Modernization, Shasta HS Culinary Arts Modernization
- South Monterey County Joint Union HSD - Greenfield HS Various Improvement Projects, King City HS Various Improvement Projects



Derek Labrecque,

AIA, LEED AP BD+C, NCARB, DBIA, ALEP

Partner, Quality Assurance/Quality Control | JKAE

Derek is a Partner with JKAE and provides over 25 years of experience focused on educational design with over $500 million of built project experience and over $3 billion in master plan projects. He is a DBIA accredited professional with approximately $175 million in design build project experience. As Partner of the firm, he provides leadership and experience that is highly valued by all his clients. More specifically, he understands the unique requirements of K-12 design and how to plan, design, and implement on existing campus sites. Derek understands the importance of collaborative planning and community outreach in defining a vision beyond the initial preconceptions and the unique challenges of California school facility projects.

Experience
25 Years in Industry
9 Years with JKAE

Education
Master of Architecture, Roger Williams University, Bristol, RI

Registrations
Registered Architect, #C30650, California

Affiliations
Association for Learning Environments

American Institute of Architects - California

Coalition for Adequate School Housing

Speaking Engagements (Partial List)
2022 WPR DBIA Workshop: Best Practices for K-12 Design,

2021 WPR DBIA, Workshop: Managing Shades of Grey

2015 A4LE Southwest Regional Conference | Albuquerque, Presentation: San Juan USD - Best Practices

Project Experience (Partial)

East Side Union High School District
- Yerba Buena High School Student Union & Quad Modernization
- W.C. Overfelt High School Music, Arts, Administration & Quad Building
- Evergreen Valley High School Administration & Student Union Criteria Documents

University of California, Davis
- Recreation Pool Renovation
- Cruess Hall Renovation/Repurpose

Sacramento City Unified School District
- Sustainable Facilities Master Plan

Napa Valley Unified School District
- New Technology High School

Ackerman School District
- Bowman Charter School Facility Master Plan
- Bowman Charter School Multi-Purpose Building & Site Improvements

Belmont-Redwood Shores School District
- District Health & Safety Needs Assessment
- Ralston Middle School Lighting Replacement
- District-Wide Playgrounds

San Jose / Evergreen Community College District
- Evergreen Valley College Language Arts Building
- Evergreen Valley College Student Activities Center

San Juan Unified School District
- Casa Roble High School Student Union Center & Administration Building
- UnSchool Global Learning Center & Advisor Hub
- Mariemont Elementary School Modulars
- Del Dayo Modulars
- Pasadena Elementary School STEM Lab
- Casa Roble High School CTE Building Modernization
- Rio Americano High School CTE Building
- Encina High School CTE Building



Serina Martineau

Studio Assistant / DSA Specialist | JKAE

Serina has over 4 years of experience specifically related to working with the Division of the State Architect's (DSA) office from project registration through closeout and certification. She has a knack for working with people and establishing lasting relationships not only with DSA staff, but with clients, contractors, and consultants. She is well versed in DSA policies and procedures and understands the importance, as well as the urgency, of achieving final certification for each project she manages. She attends DSA-related workshops and updates staff on any new or updated policies and procedures to ensure each project manager understands expectations for the unique projects we manage.

Experience
4 Years in Industry
4 Years with JKAE

Project Experience (Partial)

- Belmont-Redwood Shores Elementary School District
- East Side Union High School District
- Marysville Joint Unified School District
- San Juan Unified School District
- Sausalito-Marin City School District
- So. Monterey County Joint Union High School District





Ryan Ennis PE, LEED AP

Associate/Project Manager | LP Consulting Engineers

Ryan Ennis has 20 years of experience in Mechanical Engineering. Mr. Ennis has been responsible for designing a wide variety of projects in many different applications. Mr. Ennis is an Associate and Project Manager of LP Consulting Engineers, Inc. in Roseville, CA. Mr. Ennis is responsible for HVAC and plumbing design, project management, energy conservation, and compliance analysis.

Experience
20 Years in Industry
10 Years with LP

Education
Diploma, 2003. Granite Bay High School, Granite Bay, CA

Registrations
Mechanical Engineer, State of California M41413

LEED® Accredited Professional

Professional Affiliations
United States Green Building Council (USGBC)

American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE)

American Society of Plumbing Engineers (ASPE)

California Association of Building Energy Consultants (CABEC)

Project Experience (Partial)

- **Alum Rock Union School District**
  - Adelante II Academy | San Jose, CA
  - Millard McCollam Elementary School | San Jose, CA
  - Russo/McEntee Academy | San Jose, CA
- **Davis Joint Unified School District**
  - Davis Senior HS CTE Ag., Eng., Trans. | Davis, CA
- **Dry Creek Joint Unified School District**
  - Antelope Crossing MS Modular | Antelope, CA
  - Barrett Ranch ES New Classroom | Antelope, CA
  - Creekview Ranch School | Antelope, CA
  - East Antelope ES Gym | Antelope, CA
- **Elk Grove Unified School District**
  - Laguna Creek HS GETA | Elk Grove, CA
- **Fairfield-Suisun Unified School District**
  - KI Jones ES Field Restroom Building | Fairfield, CA
  - Mary Bird Early Childhood Education Center | Fairfield, CA
- **Galt Joint Unified Elementary School District**
  - Greer Elementary School Mod | Galt, CA
  - Greer Elementary School HVAC Replacement | Galt, CA
- **Lake Tahoe Unified School District**
  - Sierra House ES | Lake Tahoe, CA
- **Lassen Union High School District Conditions Assessments | Susanville, CA**
- **Lincoln Unified School District**
  - Claudia Landeen ES | Stockton, CA
  - Don Riggio ES | Stockton, CA
  - John McCandless Campus Upgrade | Stockton, CA
  - John McCandless Staff Restroom | Stockton, CA
  - John R Williams ES | Stockton, CA
  - Tully Knoles ES | Stockton, CA
- **Merced County Office of Education**



Rami Zeidan PE

Senior Electrical Engineer | LP Consulting Engineers

Rami has over 24 years of experience as a consulting engineer and design-build electrical contractor in the building design and construction industry. His experience is focused on the electrical design for mission-critical facilities for clients ranging from Cisco Systems to The Capital Group Companies. Additional project experience includes aviation, corporate real estate, core and shell, tenant improvements, and engineering-driven research/laboratory.

Experience
24 Years in Industry
3 Years with LP

Education
Master of Science, Electrical Engineering, Polytechnic University, New York

Bachelor of Science, Electrical Engineering, Hofstra University, Hempstead, NY

Registrations
Professional Electrical Engineer, #E16762, CA

Uptime Institute Accredited Tier Designer (ATD) number 878, issued February 2014

Project Experience (Partial)

- **Alum Rock Union School District**
  - Adelante II Academy | San Jose, CA
  - Millard McCollam Elementary School | San Jose, CA
  - Russo/McEntee Academy | San Jose, CA
- **Lassen Unified High School District**
  - Lassen Union HS Basketball Court | Susanville, CA
- **Modesto City Elementary School District**
  - Tuolumne ES Multipurpose Room & Modernizations | Modesto, CA
- **Mountain View-Whisman School District**
  - Edith Landels ES | Mountain View, CA
  - Stevenson ES | Mountain View, CA
- **Paradise Unified School District**
  - Cedarwood ES | Paradise, CA
  - District Office | Paradise, CA
  - Paradise HS | Paradise, CA
  - Paradise Intermediate | Paradise, CA
  - Ponderosa ES | Paradise, CA
  - Ridgeview HS | Paradise, CA
- **Sausalito Marin City School District**
  - MLK Academy Nevada St | Sausalito, CA
- **Tracy Unified School District**
  - Kimball HS Tennis Courts | Tracy, CA
  - Merrill West HS | Tracy, CA
  - Tracy HS | Tracy, CA
- **West Contra Costa Unified School District**
  - Kennedy HS Bleachers | Richmond, CA
  - Kennedy HS Site Assessment | Richmond, CA



Brian Wiens SE

Structural Principal | Buehler

Brian Wiens is an Associate Principal at Buehler with several years of structural design experience with various materials and project types. He has experience with wood, masonry, steel, and concrete materials for gravity and seismic design. Project types that he has worked on include K-12 schools, public facilities, single-family and multi-family residential, commercial, hospitals, and higher education facilities of both new and existing construction.

Experience
16 Years in Industry
9 Years with Buehler

Education
Bachelor of Science, Architectural Engineering, Cal Poly San Louis Obispo

Registrations
Structural Engineer
California | No. 6259

Civil Engineer
California | No. 78277

Associations
Structural Engineers Association of Central California

Project Experience (Partial)

- **Tahoe Lake Elementary School** Modernization & Addition Tahoe City, CA
- **Butte College** Technology Building Renovation | Oroville, CA
- **Folsom Lake College** New Science Center | Folsom, CA
- **Sierra College** New Instructional Building | Rocklin, CA
- **UC Davis** Cruess Hall North Renovation | Davis, CA
- **Roseville** City Hall Annex | Roseville, CA
- **CHP** Truckee Facility | Truckee, CA
- **Kaiser** Roseville MEP Equipment Replacement Projects | Roseville, CA

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 RFP NO. 2223-BONDS43

Architectural Services for HVAC Upgrades at the District Office

SEE QUESTIONS & ANSWERS BELOW

- Are MEP as-built drawings available?
  No. MEP as-builts are not available for the district office
- Is it the intention to replace the HVAC with the same type and reconnect to existing ductwork?
  The intention is to replace the HVAC with the same type and reconnect to existing ductwork if possible
- What type of HVAC systems are there now?
  The type of HVAC systems are Leibert for the server room
- Do you need a backup HVAC system for the IT room?
  There should be a backup HVAC system for the IT room
- Are there any ceiling or lighting changes?
  No ceiling or lighting changes
- Are we connecting to existing Alerton DDC control for these projects?
  Yes, connection to the existing controls would be preferred
- Are there structural as-built drawings available?
  No structural as-built drawings are available
- Are we anticipating any structural modifications for structure below (i.e. new openings through existing walls)?
  No anticipated structural modifications are anticipated
- Are new units of similar size and location such that we don't anticipate improvements to the roof structure?
  Yes. New units should be proposed as similar size and location
- Why does the District feel that these projects need to go to DSA and in 2 separate increments? With this being a District facility and not governed by the Field Act it could in theory not have to be submitted to DSA and instead go through the local building department. Is the existing building DSA approved and that is why this requirement is in effect?
  It is acceptable to go through the AHJ in lieu of DSA for this work. 2 separate packages are requested due to review time based on scope
- What is the district's proposed budget for this work? I ask because based on our recent bid results we have found that smaller scale projects have been coming in a lot higher than anticipated due to the current market conditions and labor forces. With this being an HVAC project we are still in the ESSER project supply chain issue so just want to understand if the budget allocated has taken these items into account.
  The districts budget for this work is estimated at $30,000

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

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

Company Name: JK Architecture Engineering

Signature: 

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ADDENDUM 3 FOR RFP NO. 2223-BONDS43

Architectural Services for HVAC Upgrades at the District Office

SEE CHANGES BELOW TO RFP

- Remove Addendum 2 for RFP NO. 2223-Bonds 43
- Add Temperature Zoning in the Superintendent's Office
- Design Add/Alt #1 – Design New HVAC System in the Human Resources Wing, Procurement Wing and State and Federal Associated Offices
- Design Add/Alt #2 – Building 100 Roof Replacement

See link below for more details for Design Add/Alt #1 and #2
ARUSD - Bonds 43 Addendum #3.pdf

Listed below is the "Tentative Timeline" which outlines pertinent dates of which firms responding to the solicitation should make themselves aware. See date change to "Proposals Due".

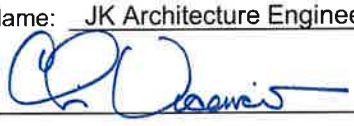
The District reserves the right to change the date on the schedule without prior notice.

RFQ Schedule: District reserves the right to extend schedule dates by written addenda.

EVENT	DATE
RFP Issued	June 12, 2023
Deadline for Clarifications	June 19, 2023
Responses to Questions/Clarifications	June 20, 2023
Deadline to Submit RFQ Response	~~June 26, 2023~~ New Date: July 7, 2023,
Interviews, if any	TBD

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

Company Name: JK Architecture Engineering

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

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ADDENDUM 4 FOR RFP NO. 2223-BONDS43

Architectural Services for HVAC Upgrades at the District Office

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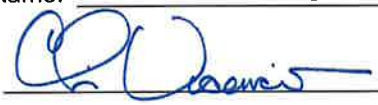
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Company Name: JK Architecture Engineering

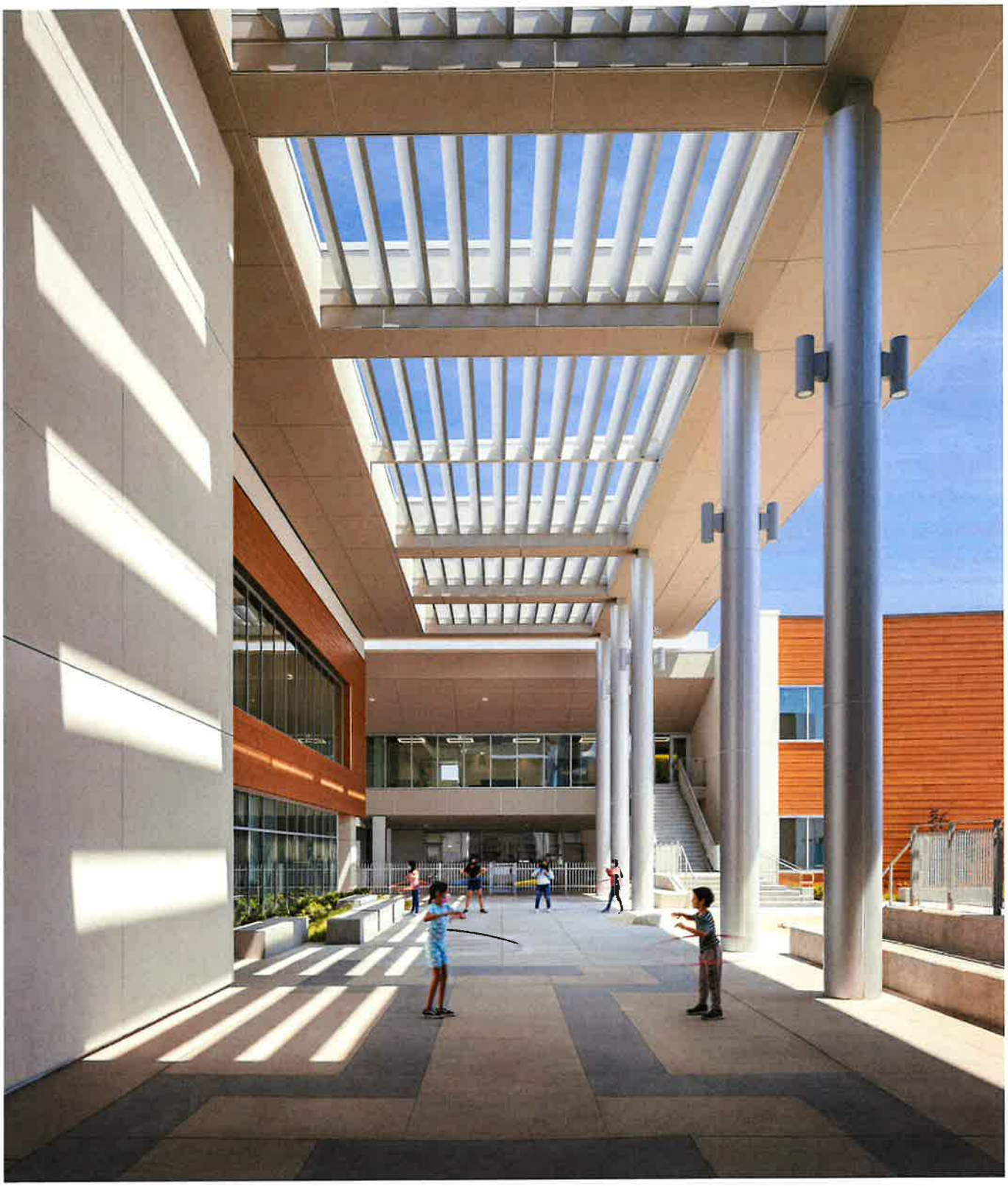
Signature: 

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

DLRGROUP

REQUEST FOR PROPOSAL



Architectural Services for HVAC Upgrades

Alum Rock Union Elementary School District

235 Montgomery Street, Suite 350
San Francisco, CA 94104
DUE: July 3, 2023 | 2:00 PM

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 RFP NO. 2223-BONDS43

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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

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

Company Name: **DLR Group**

Signature: 

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

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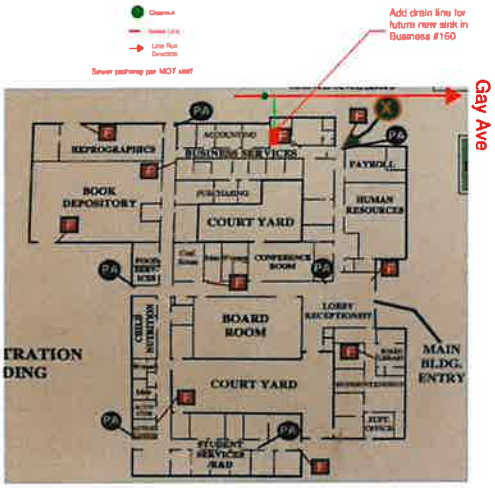
ADDENDUM 2 FOR RFP NO. 2223-BONDS43

Architectural Services for HVAC Upgrades at the District Office

SEE CHANGES BELOW TO RFP

Add the following scope of work to the RFP response:

District Office: A new future sink is planned to be added in Business Services #160. A branch line will need to be installed from the sink to the main line between Student Services and the District Office.



District Office

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

Listed below is the "Tentative Timeline" which outlines pertinent dates of which firms responding to the solicitation should make themselves aware. See date change to "Proposals Due".

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Interviews, if any	TBD

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

Company Name: **DLR Group**

Signature: 

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

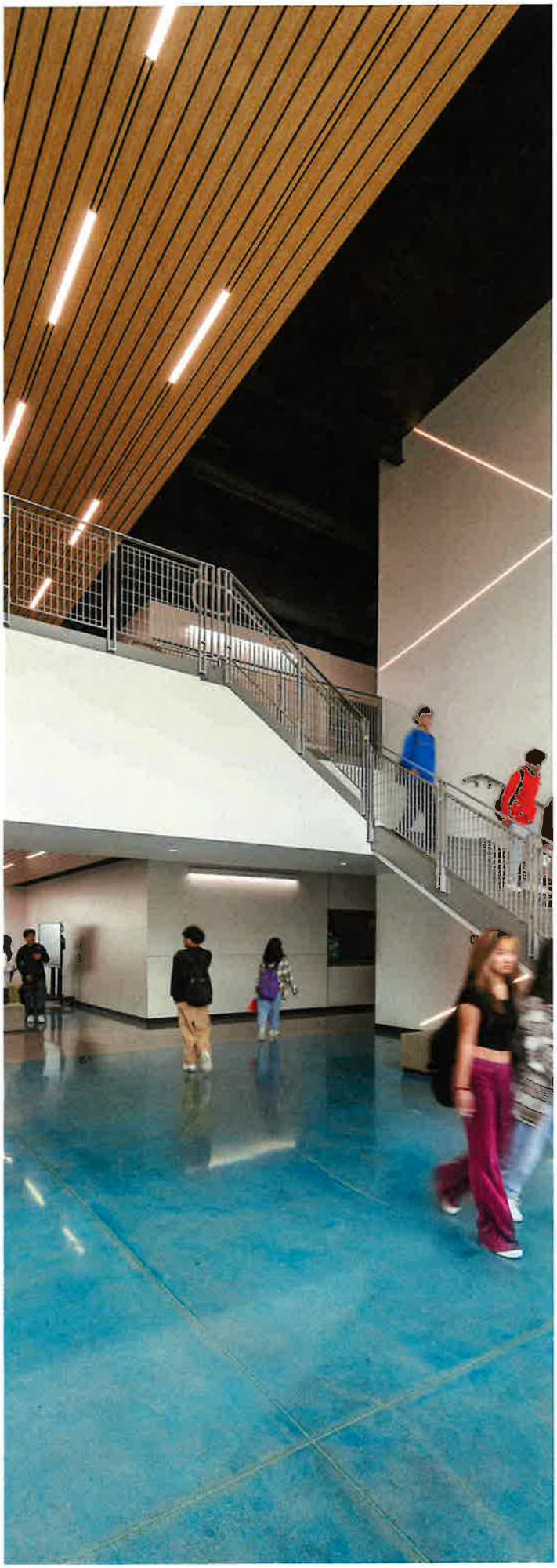


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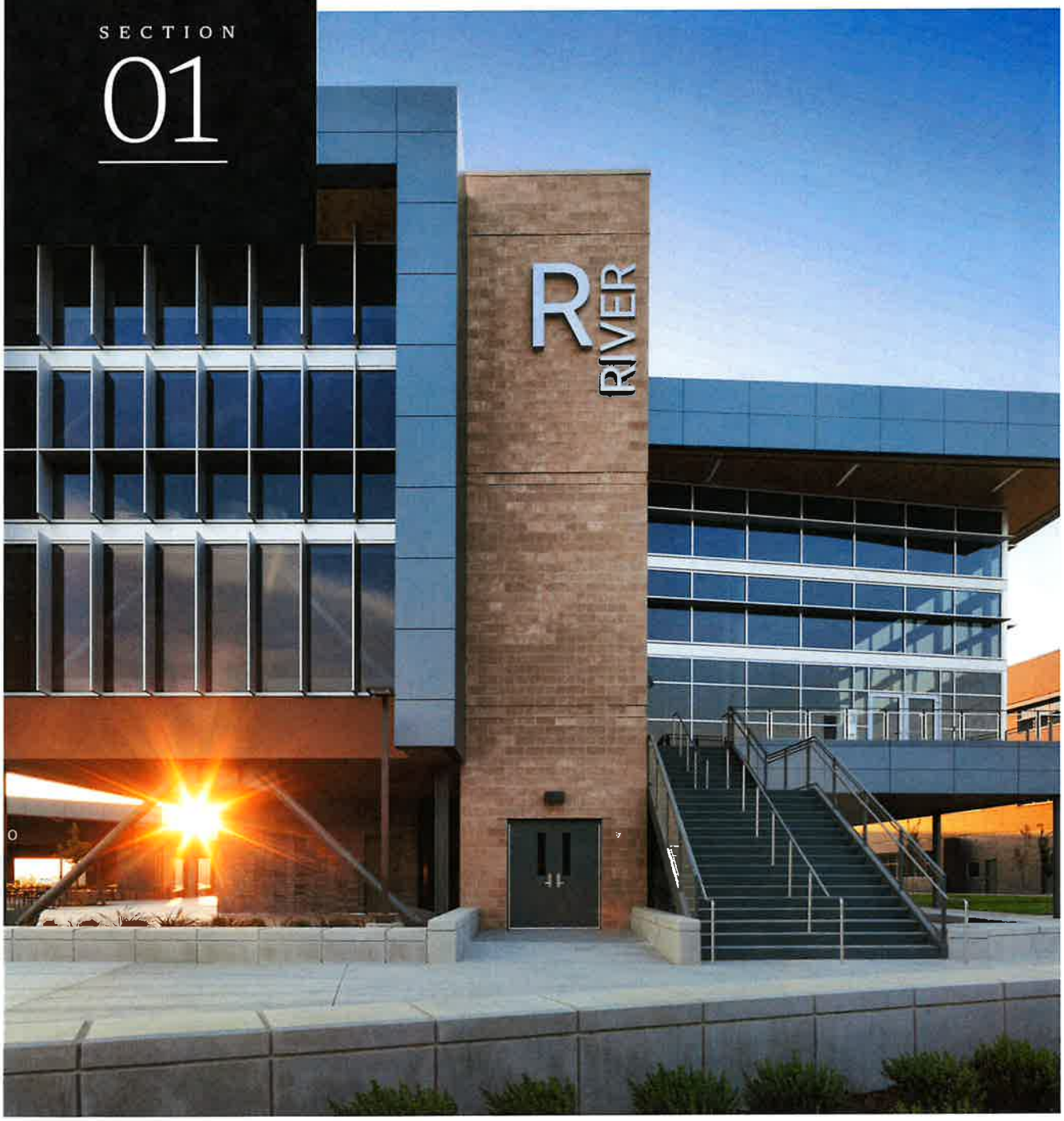
2. Proposed Schedule 04

3. Proposed Staffing 05

4. Price Proposal 12

SECTION

01



Proposed Approach and Scope of Work

Management Methodology

We are committed to delivering a successful, innovative, and well executed HVAC upgrade to Alum Rock Union SD. Our integrated design approach promotes hands-on involvement of our key project team members early on and throughout the life of the project, with the support of experienced staff in active collaboration with highly qualified consultants. We work together for the good of the project, developing creative best value solutions and optimizing cost-effective, high-performance strategies.

Jesse Miller and Asawari Dandekar are your primary points of contact for day-to-day project management, striving to achieve the ideal goal of no surprises. The cornerstones of our process are proactive planning, frequent and transparent communication, and diligent tracking of issues. Regular and clear communication is most effective when done through face-to-face meetings, with the support of emails, video/conference calls, weekly status updates and schedule updates. We will review ongoing issues from a detailed list, ensure progress is being made per the schedule, and identify problems far in advance so they may be addressed before they become major challenges.

Our work plan serves as a roadmap for the overall project and will include all items required by Alum Rock Union SD, our entire team including consultants, and any jurisdictional agencies. These requirements will be loaded into the overall project schedule, from which tasks will be further broken down and deadlines will be developed. Monitoring project progress with regard to schedule milestones and budget issues is essential, and one of our first steps is to establish project goals and clearly define scope, budget, and schedule constraints. We involve all stakeholders in this effort to build consensus and commitment to meeting objectives and milestones.

We understand your construction budget is fairly constrained at this time. No matter what your final budget is, we are confident that our team can support you by presenting appropriate options.

Design Approach

Our preliminary design approach described here will be tailored to this project in conjunction with Alum Rock Union SD.

CONSTRUCTION DOCUMENTS | "Communicating the Vision"

Construction Documents incorporate the design decisions into a final set of documents in sufficient detail to bid and construct the project. The quality of the documents will be constantly monitored throughout the development of the Construction Documents package. Additionally, a formal in-house quality review will be held at 60% and 90% completion, completed by our senior design professionals.

The goals for this phase include producing documents to lock in a final budget number, secure all the necessary permits required to build the project, and ultimately produce a set of high quality, coordinated drawings and specifications which accurately define the scope and intent of the design. DLR Group will also coordinate with the permitting agencies to develop the documents as required for the permitting review and approval process. This will include setting up initial meetings with agencies to make them aware of the project and its scope and review the design to help identify any potential issues they may have prior to the formal permit submission. After submission, any permit review comments will be responded to expeditiously to ensure the process moves forward on schedule.

BIDDING

During bidding, we will assist Alum Rock Union SD in obtaining responsive bids. Activities include attending the pre-bid conference, review of substitutions, and clarifying questions from bidders via addenda. Our focus during bidding is reviewing pre-bid substitutions to assure that "or equals" are in fact equal. Upon receipt of responsible and responsive bids, our team will assist Alum Rock Union SD in evaluating the bids and make recommendations regarding contract award.

CONSTRUCTION ADMINISTRATION |
"Turning the Vision into Reality"

We provide the necessary construction administration support for the duration of construction, including issuing responses and clarifications to the Contractor's Requests for Information as well as reviewing and approving shop drawings and submittals. Asawari Dandekar will administer the flow of all communications to ensure that the A/E team's full project knowledge is applied to and enhances the success of the project. She will be supported by our experienced A/E construction support leaders who are integrated into the project team through QA/QC to provide responses that are coordinated, informed, and responsive.

We will work closely with the project team to ensure reviews and responses are properly prioritized to keep construction moving on-schedule. We will also attend regular project meetings to review the project and discuss any issues as well as monitor the on-site progress of the construction. Any observance of defective work will be brought to the attention of the Contractor and Alum Rock Union SD's Project Manager immediately.

At the end of the construction process, our team will assess when the project has reached substantial completion and conduct a Punch-List Inspection. The team will capture the incomplete items and distribute the Punch List to the project team. Once the Contractor has corrected the Punch List items, we will verify with a Final Completion Inspection and recommend final acceptance and payment to the Contractor.

PROJECT CLOSE-OUT

Closeout and final document submittals can be a lingering problem at the end of construction on a project. We will prepare a detailed master schedule that identifies the sequences for building commissioning, close-out documents, move-in planning and warranty follow up. Continuous communication with the contractor, owner and design team members is crucial to assure a smooth process where all partners work together for the success of the project.



Detailed Scope of Services in Summary Format:

1.1 Perform initial field visit and cursory (visual) observation of the existing site conditions, as accompanied by various representatives from the school district.

1.2 Perform preliminary code research, as related to the proposed project.

1.3 Generate preliminary design sketch(es), as needed to convey DLR Group proposed design intent, based on the preliminary design input and direction received from school district representatives during our initial field visit.

1.4 Develop construction documents (drawings and specifications), as needed to facilitate DLR Group's full design intent.

- **1.4.1** The team will provide deliverable Construction Document Sets for District Review at 25%, 50% and 100%.
- **1.4.2** Prepare cost estimate at 100% Construction Document Submittal.

1.5 Submit prepared construction documents to DSA for plan review and approval. (DLR Group believes DSA approval is not required for these projects based on Addendum 1; however, we are showing the process and schedule we will take if in case Alum Rock SD wants to pursue this way).

1.6 Obtain DSA plan review and approval including preparation of inspection cards, dsa box collaboration, DSA 5-PI and associated paperwork.

1.7 Assist the District to publicly bid the Project, including the preparation of the bidding documents, attending a Pre-Bid Conference, responding to Contractor-generated bid questions, attending the bid opening, and assisting in the review of the submitted bids.

1.8 General scope of Construction Contract Administration services shall include but not limited to the following:

- **1.8.1** Review/respond to general contractor RFI's and/or RFC's.
- **1.8.2** Review general contractor's shop drawings and/or product submittals for general code compliance and overall design conformance, as based on the approved construction documents.
- **1.8.3** Participate in routine jobsite meetings and/or field visits.
- **1.8.4** Participate in ad-hoc field meetings with IOR and DSA field staff, as/if deemed necessary.
- **1.8.5** Generate field observation reports as documenting progression of work currently underway and/or work completed to-date plus, current field conditions, as/if deemed necessary.
- **1.8.6** Participate in general contractor's punch-walk activities.
- **1.8.7** Prepare all required documents, as deemed necessary for securing final DSA approval, closeout, and certification.
- **1.8.8** Compile final record drawings and other miscellaneous closeout documents, as typically required to be furnish by the general contractor upon the conclusion of all construction work.

SECTION

02

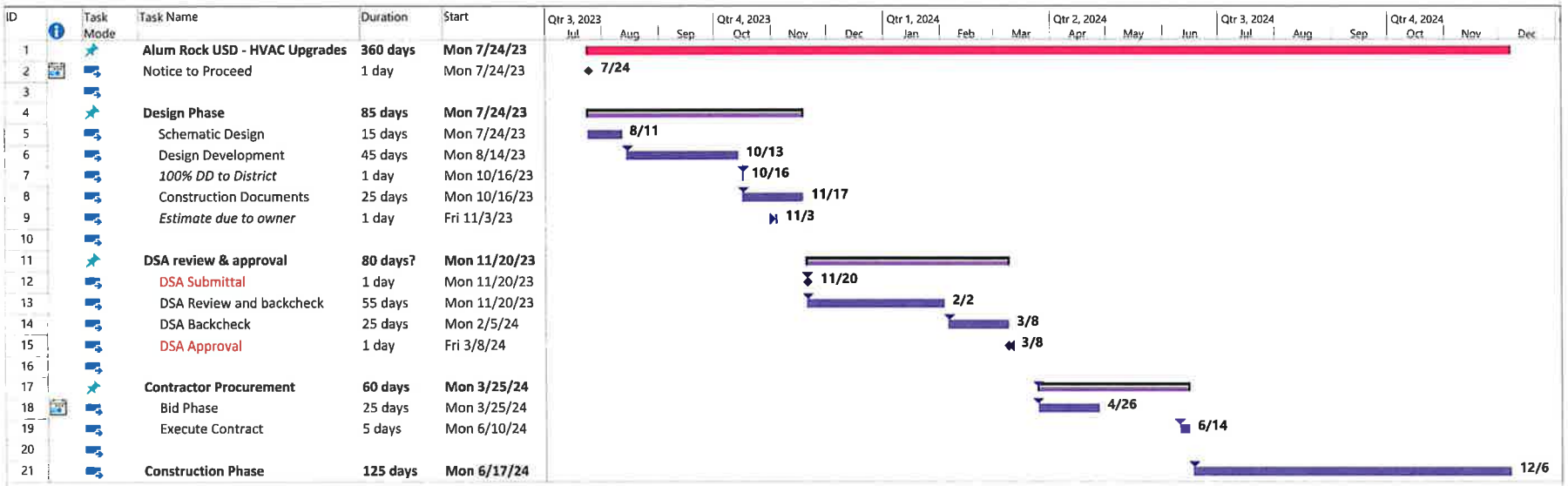


Proposed Schedule

Schedule

DLR Group is showing a schedule outlined below submitting to the Division of the State Architect. We do believe we can avoid this step as stated previously given the information in Addendum 1. If chosen for the work, we would like to discuss with you how we believe this project qualifies as exemption from DSA purview based on IR A-22 and how we could save months off the schedule.

ID	Task Mode	Task Name	Duration	Start
1		**Alum Rock USD - HVAC Upgrades**	**360 days**	**Mon 7/24/23**
2		Notice to Proceed	1 day	Mon 7/24/23
3				
4		**Design Phase**	**85 days**	**Mon 7/24/23**
5		Schematic Design	15 days	Mon 7/24/23
6		Design Development	45 days	Mon 8/14/23
7		*100% DD to District*	1 day	Mon 10/16/23
8		Construction Documents	25 days	Mon 10/16/23
9		*Estimate due to owner*	1 day	Fri 11/3/23
10				
11		**DSA review & approval**	**80 days?**	**Mon 11/20/23**
12		DSA Submittal	1 day	Mon 11/20/23
13		DSA Review and backcheck	55 days	Mon 11/20/23
14		DSA Backcheck	25 days	Mon 2/5/24
15		DSA Approval	1 day	Fri 3/8/24
16				
17		**Contractor Procurement**	**60 days**	**Mon 3/25/24**
18		Bid Phase	25 days	Mon 3/25/24
19		Execute Contract	5 days	Mon 6/10/24
20				
21		**Construction Phase**	**125 days**	**Mon 6/17/24**

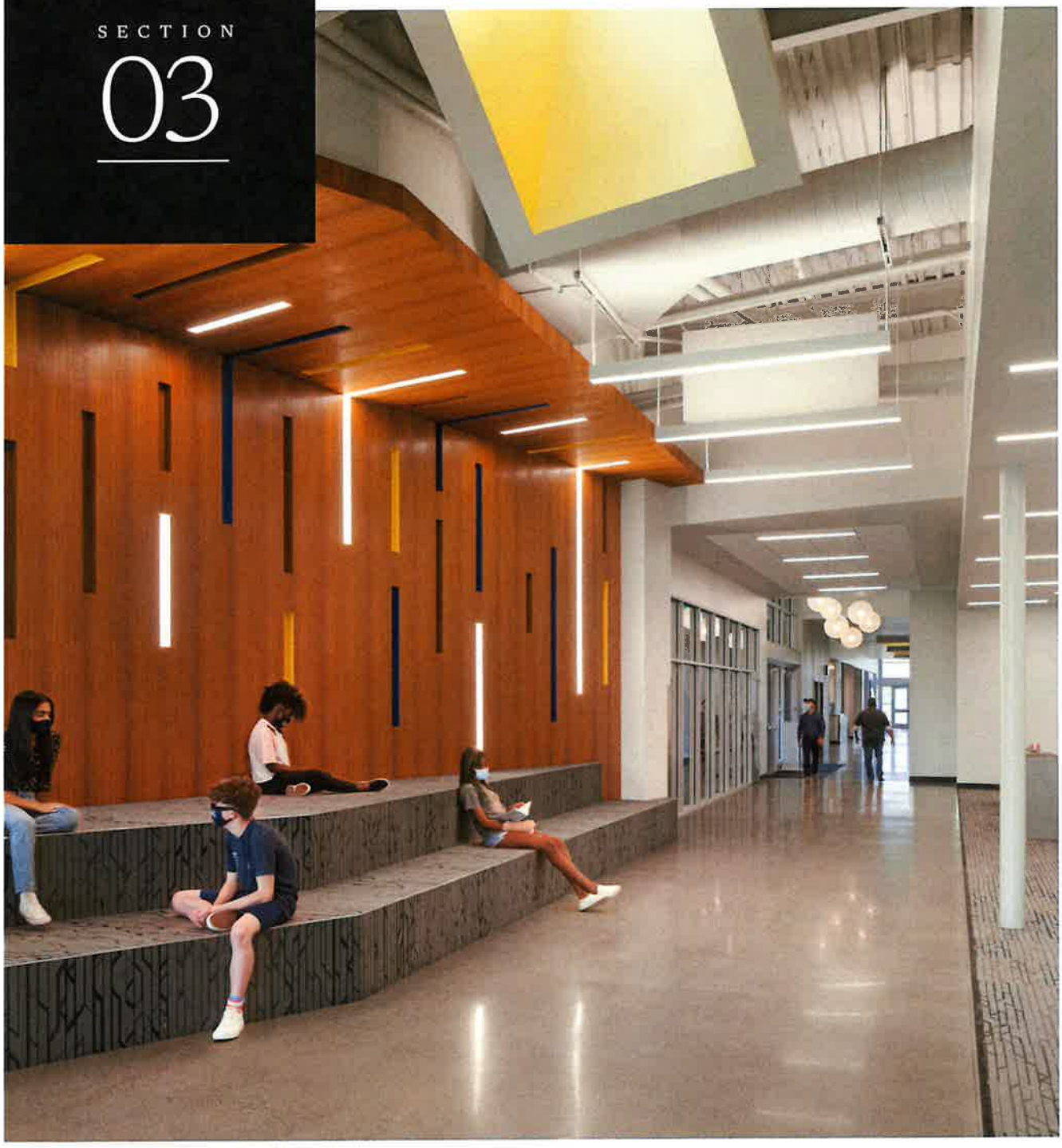


Project: Alum Rock UESD HVAC
Date: Wed 6/21/23

Task	Project Summary	Manual Task	Start-only	Deadline			
Split	Inactive Task	Duration-only	Finish-only	Progress			
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress			
Summary	Inactive Summary	Manual Summary	External Milestone				

SECTION

03



Proposed Staffing

Project Team Summary

Leadership

Jesse Miller, AIA, LEED GREEN ASSOC.
Principal-in-Charge

Asawari Dandekar, LEED AP BD+C
Senior Project Manager

Kaljit Athwal, RA, LEED AP
Project Architect

Bolivar Puyol, RA, LEED AP
Construction Administration

Consultants

Buehler
Structural Engineer

The Engineering Enterprise
Electrical Engineer

LP Consulting Engineers
Mechanical/Plumbing Engineer

Sierra West Group
Cost Estimator

Your Dedicated Core Team for the Duration of this Contract. These proposed project team members represent the very best of DLR Group's local and California staff. Our proposed team will be assigned to your projects for the full duration, providing valuable consistency, continuity, and efficiency. We pledge that this team is available to begin immediately. We carefully gauge our workload to meet each milestone in a project's schedule. All assigned key staff are currently licensed to perform the services and hold all proper business or other required licenses.

An Integrated Design Team for Alum Rock USD
Integrated Design = Efficiency + Cost Savings!
Through our integrated design practice of architects and engineers, DLR Group has the resources and proficiency that Alum Rock USD deserves. Having an integrated team means a better coordinated, more thorough set of drawings. This provides less hassle for you and your staff which frees up their valuable time.

Our integrated team also means there are no mark-ups on our consultant fees, saving you money to reinvest into your classrooms! It is a near-certainty that existing site conditions will bring surprises; our integrated design team reacts quickly, effectively, and holistically to keep contractors on schedule. We know relevant individual team member experience is important and vital to a successful project. DLR Group's most significant qualifications and resources are the individuals who will guide the design process. Our approach is unique to the industry in terms of the skill sets integrated under one roof.

Team shall remain intact through the duration of the Project(s). If a team member must leave, the District reserves the right to approve that team members replacement.

Jesse Miller, AIA, Assoc. DBIA, LEED Green Assoc.

Principal | Principal-in-Charge



As a principal in DLR Group's K-12 Education Studio, Jesse's knowledge of Next Generation teaching pedagogies, coupled with training and experience in the architectural profession, gives him a unique perspective and understanding of how the built environment can impact performance. With 18 years experience managing educational projects throughout California and Texas, he has worked on various school construction projects including new elementary, middle and high schools, complex whole campus modernizations, upgrades and renovations to existing campuses and numerous performing arts and athletics projects. Jesse is known for his service-oriented and proactive approach and will work closely with the District to make sure your projects are delivered on time and on budget.

"No task was too tall for Jesse and his team to overcome as we encountered many complexities far and above a standard construction project might experience. Mr. Miller's tenacity, composed and enthusiastic approach, and willingness to meet our needs in my opinion carried the flag and sets the standard for others to follow."

– Richard G. De Nava, Assist. Superintendent, San Bernardino County Schools

Select Experience

El Monte Union High School District
Rosemead Adult Transition / Adult Education Center
South El Monte High School Modernization
El Monte High School Modernization

Beaumont Unified School District
High School Expansion
Summerwind Trails K-8

Palos Verdes Peninsula USD
Palos Verdes Peninsula High School Track and Field Replacement
Malaga Cove Marine Science Center

Corona-Norco Unified School District
Washington Elementary School Modernization / Addition

Los Angeles Unified School District
Thomas Jefferson High School Comprehensive Modernization

Riverside Unified School District
Alcott Elementary School Modernization
Longfellow Elementary School Modernization
Ramona High School Stadium and Pool*
North High School Stadium*
Poly High School Stadium and Pool*
Arlington High School Stadium*
Monroe Elementary School Addition and Modernization*

Santa Ana Unified School District
John Muir Fundamental Elementary School

Hemet Unified School District
Ramona Elementary School Addition and Modernization

**Performed while at a previous firm*

Education

Master of Architecture,
New School of Architecture & Design

Bachelor of Science, Architecture
University of Wisconsin, Milwaukee

Registration, Accreditations & Affiliations

Architect: CA #C32306
LEED Green Associate
Associate DBIA
Coalition of Adequate School Housing (CASH)
American Institute of Architects
Association for Learning Environments (A4LE)

Asawari Dandekar, LEED AP BD+C

Senior Associate | Senior Project Manager



With 17 years of experience, Asawari brings the understanding and positive communication that is necessary to complete a comprehensive project with a collaborative team. She brings to your project a great deal of understanding of client concerns and uses her extensive architectural skills to provide the results that satisfy our clients. As Project Manager, she will balance design, budget and schedule to achieve the project goals. Asawari will establish clear lines of communication and remain a consistent and continuous resource throughout the project.

"Under the leadership of Asawari Dandekar, DLR Group has delivered these projects in a timely and efficient manner, through clear communications and collaboration with multiple entities, across multiple phases and multiple increments."

– Scott Davis, Senior Director of Facilities Development, Roseville Joint Union High School District

Select Experience

Fairfield-Suisun Unified School District
E. Ruth Sheldon Academy of Innovative Learning Modernization & Addition

Fremont Unified School District
Group 1 Elementary School Modernizations

Roseville Joint Unified School District
West Park High School Phases I
West Park High School Phases II
West Park High School Swimming Pool

San Juan Unified School District
Del Paso Manor Elementary School Criteria Document
Programming and Master Plan

Natomas Unified School District*
Jefferson School Modernization

Huntington Beach City School District*
Sowers Middle School New STEM Classroom and Multi-Purpose Building

Winters Joint Unified School District*
Winters High School Remodel and Addition

**Performed while at a previous firm*

Education

Master of Architecture,
University of Southern California
Bachelor of Architecture
University of Pune, India

Registration, Accreditations & Affiliations

LEED Accredited Professional

Kaljit Athwal, RA, LEED AP

Associate | Project Architect



Kaljit has been a part of the DLR Group K-12 team for over four years, and a newly licensed architect. He is an integral part of our production team, and plays a vital role in administering the contract, supporting our Project Managers in all facets of design and production.

"Kaljit and his students were successfully able to explore, analyze and propose creative design solutions to challenging problems while addressing historical issues of ethnicity, and gender in design and architecture. It is my belief that his educational, professional and life experience allow him to not only have a holistic mastery of the design process, but also a sensitivity and awareness of the issues affecting the built environment, from a historical and cultural perspective."

– Amy Aswell, Co-Founder of Beta Form Industries

Select Experience

Roseville Joint Unified School District
West Park High School Phase I
West Park High School Phase II
West Park High School Swimming Pool

Tahoe-Truckee Unified School District
Truckee Elementary School Modernization
Truckee High School Modernization

Fairfield-Suisun Unified School District
E. Ruth Sheldon Academy of Innovative Learning Modernization & Addition

Chico Unified School District
Emma Wilson Elementary School New Kindergarten Building

Natomas Unified School District
Westlake Charter School K-8 Campus

Newcastle Elementary School District
Newcastle Elementary School Modernization

Ocean View School District
Vista View Middle School Modernization
Star View Elementary School Modernization

Compton Unified School District
Compton High School

Education

Master of Architecture,
University of Oregon

Bachelor of the Arts, Design,
University of California, Davis

Registration, Accreditations & Affiliations

Architect, CA No. C38783
LEED Accredited Professional

Bolivar Puyol, AIA, LEED AP

Senior Associate | Construction Administration



Bolívar is committed to serving his community through education projects. He has provided significant guidance to clients on design management through his work on large and complex projects such as the 2003 and 2006 San Francisco Unified School District (SFUSD) Bond Programs, where he supervised multiple architecture and engineering teams working on dozens of facility improvements. He was also responsible for incorporating sustainable design practices and products into the district design standards and guidelines.

Bolivar is responsible for the final check of the documents and works with the appropriate DLR Group quality assurance staff to ensure a complete, well-coordinated set of documents.

Select Experience

San Francisco Unified School District
Mission Bay School D/B Project

Travis Unified School District
Scandia Elementary School Additions and Modernization

Hesperia Unified School District
Hesperia High School MPR/PAC Building

Los Angeles Unified School District
Dixie Canyon Community Charter School

Santa Ana Unified School District
Valley High School Theater Renovation

Education

Bachelor of the Arts, Architecture
University of California, Berkeley

Registration, Accreditations & Affiliations

Licensed Architect: CA # 30483
LEED Accredited Professional
American Institute of Architects
SF Green Schoolyard Alliance
Claire Lilienthal Green Schoolyard Committee
San Francisco Housing Action Coalition



John Harvey, SE, LEED AP BD+C

Buehler | Structural Engineer

(limited scope)

Select Experience

Oakland Unified School District
Photovoltaic Array and Seismic Evaluations - 16 Campuses
Kaiser and Laurel Elementary Finishing Kitchens
Oakland Technical HS Health Center
Cleveland Elementary Zero Net Energy Renovation

Tulare Joint Union High School District
Mission Oak High School campus

Education

Bachelor of Science, Civil Engineering,
San Jose State University

Registration, Accreditations, Affiliations

Structural Engineer: CA #4660
Civil Engineer: CA $58001



Kristina K. Martin, PE, LC, LEED AP

The Engineering Enterprise | Electrical Engineer

Select Experience

East Side Union High School District
Mt. Pleasant High School Student Center Renovation
WC Overfelt High School Music, Art, Admin & Quad Renovation

Morgan Hill Unified School District
Nordstrom Elementary School Administration Building Remodel & Addition

Albany Unified School District
Albany Middle School Annex

Education

Bachelor of Science, Architectural Engineering,
University of Kansas

Registration, Accreditations, Affiliations

Professional Engineer #E15303



Sean Pourvakil, PE, LEED AP

LP Consulting Engineers | Mechanical/Plumbing Engineer

Select Experience

Roseville Joint Union High School District
Westpark Area High School Ph I & Ph II

Twin Rivers Unified School District
District Amendments
Harmon Johnson Elementary School Kitchen Remodel and HVAC Design

Natomas Unified School District
Natomas high School Science and Career Technical Education Buildings

Education

Associate of Science, Mechanical Engineering
California State University, Fresno

Registration, Accreditations, Affiliations

Professional Engineer: CA, NV, WY
LEED Accredited Professional
United States Green Building Council



John Moreno

Sierra West Group | Cost Estimator

Select Experience

Roseville Joint Union High School District
West Park Area High School

Folsom Cordova Unified School District
Folsom Ranch High School

Dinuba Unified School District
Dinuba High School

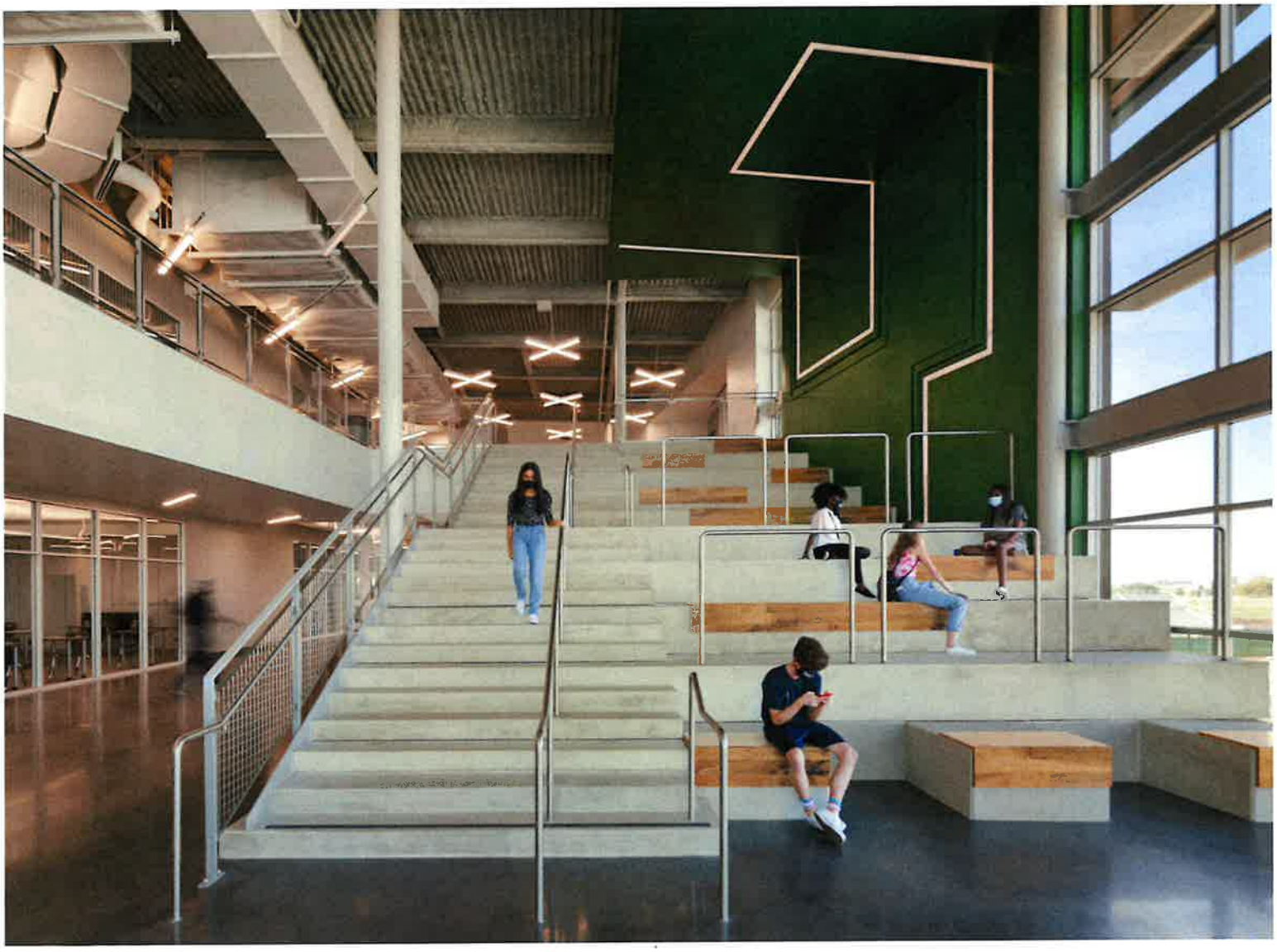
Lammersville Unified School District
Altamont K-12 School

Education

Associate of Arts, Construction,
Butte Community College

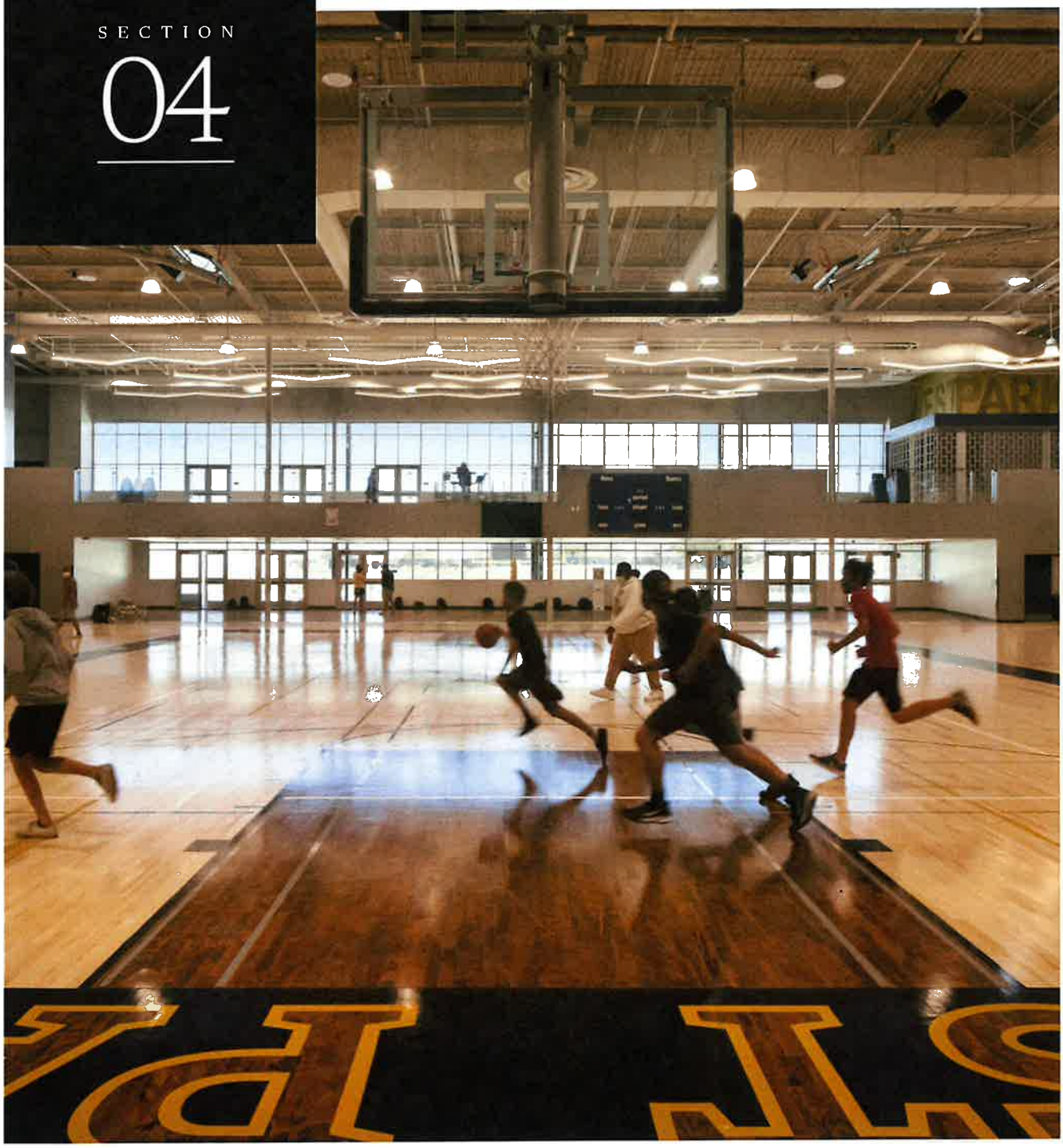
Registration, Accreditations, Affiliations

Association of Professional Estimators (ASPE)
Construction Specifications Institute (CSI)
Association of General Contractors (AGC)



SECTION

04



Price Proposal

Fees

We will WORK with YOU!

There is not one fee approach that works for every project. DLR Group's fee approach for this project will be tailored specifically to you, and based on size and scope of project using the following method:

(1) Fixed fee based on scope and efforts

DLR Group proposes to bill for its services on a monthly, percentage of completion basis.

DLR Group Standard Hourly Billing Rates:

Employee Position/Category	Hourly Rate
Discipline Leader	$235
Senior Professional	$205
Professional	$145
Professional Support	$115
Technical	$90
Clerical	$90

Basic Services:
Basic Services for this project include standard design and engineering disciplines (Architecture, Structural Engineering (limited), Mechanical Engineering, Plumbing Engineering, Electrical Engineering, and Cost Estimating).

		Std. Hourly Billing Rates	Construction Documents		Permitting Documents		Bid Negotiations		Construction Administration	
Position	Name		Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee
Discipline Leader	Jesse Miller	$235.00	2	$470.00	2	$470.00	0	$0.00	0	$0.00
Senior Professional	Asawari Dandekar	$205.00	16	$3,280.00	8	$1,640.00	8	$1,640.00	4	$820.00
Professional II	Kaljit Athwal	$175.00	50	$8,750.00	30	$5,250.00	10	$1,750.00	0	$0.00
Professional II	Bolivar Puyol	$175.00	0	$0.00	0	$0.00	0	$0.00	40	$7,000.00
Clerical/Construction Admin	Ellen Emmerson	$90.00	0	$0.00	0	$0.00	0	$0.00	12	$1,080.00
Mechanical / Plumbing Engineer	Sean Pourvakil	$170.00	30	$5,100.00	16	$2,720.00	4	$680.00	12	$2,040.00
Electrical Engineer	Kristina Martin	$170.00	30	$5,100.00	16	$2,720.00	4	$680.00	8	$1,360.00
Structural Engineer	John Harvey	$170.00	8	$1,360.00	8	$1,360.00	4	$680.00	4	$680.00
Cost Estimating	John Moreno	$150.00	20	$3,000.00	0	$0.00	0	$0.00	0	$0.00
		Sub-total Hours	156		80		30		80	
		Sub-Total Fee's		$27,060.00		$14,160.00		$5,430.00		$12,980.00

Total Compensation:
DLR Group shall provide design and engineering services for this project as a lump sum, fixed fee, inclusive of additional consultants and reimbursables expenses in the amount of:
Fifty-Nine Thousand Six Hundred and Thirty Dollars ($59,630)

Reimbursable Expenses:
Reimbursable expenses, including costs related to printing, plotting (including 3D plotting) and delivery charges in the interest of the project are in addition to compensation for Basic and Additional Services. These expenses shall be billed by the Architect to the Owner at one and one tenth (1.10) times the expense incurred by the Architect and Architect's Consultants. We estimate reimbursable expenses to be approximately 3-5% of the overall Architectural-Engineering fee.

ELEVATE *the*
HUMAN EXPERIENCE
THROUGH DESIGN



DLRGROUP.COM ›

DLRGROUP

REQUEST FOR PROPOSAL



Architectural Services for HVAC Upgrades

Alum Rock Union Elementary School District

235 Montgomery Street, Suite 350
San Francisco, CA 94104
DUE: July 12, 2023 | 2:00 PM

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 RFP NO. 2223-BONDS43

Architectural Services for HVAC Upgrades at the District Office

SEE QUESTIONS & ANSWERS BELOW

- Are MEP as-built drawings available?
  No. MEP as-builts are not available for the district office
- Is it the intention to replace the HVAC with the same type and reconnect to existing ductwork?
  The intention is to replace the HVAC with the same type and reconnect to existing ductwork if possible
- What type of HVAC systems are there now?
  The type of HVAC systems are Leibert for the server room
- Do you need a backup HVAC system for the IT room?
  There should be a backup HVAC system for the IT room
- Are there any ceiling or lighting changes?
  No ceiling or lighting changes
- Are we connecting to existing Alerton DDC control for these projects?
  Yes, connection to the existing controls would be preferred
- Are there structural as-built drawings available?
  No structural as-built drawings are available
- Are we anticipating any structural modifications for structure below (i.e. new openings through existing walls)?
  No anticipated structural modifications are anticipated
- Are new units of similar size and location such that we don't anticipate improvements to the roof structure?
  Yes. New units should be proposed as similar size and location
- Why does the District feel that these projects need to go to DSA and in 2 separate increments? With this being a District facility and not governed by the Field Act it could in theory not have to be submitted to DSA and instead go through the local building department. Is the existing building DSA approved and that is why this requirement is in effect?
  It is acceptable to go through the AHJ in lieu of DSA for this work. 2 separate packages are requested due to review time based on scope
- What is the district's proposed budget for this work? I ask because based on our recent bid results we have found that smaller scale projects have been coming in a lot higher than anticipated due to the current market conditions and labor forces. With this being an HVAC project we are still in the ESSER project supply chain issue so just want to understand if the budget allocated has taken these items into account.
  The districts budget for this work is estimated at $30,000

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

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

Company Name: DLR Group

Signature: 

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
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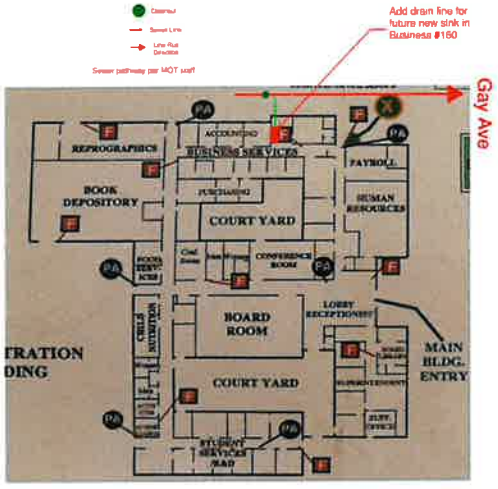
ADDENDUM 2 FOR RFP NO. 2223-BONDS43

Architectural Services for HVAC Upgrades at the District Office

SEE CHANGES BELOW TO RFP

Add the following scope of work to the RFP response:

District Office: A new future sink is planned to be added in Business Services #160. A branch line will need to be installed from the sink to the main line between Student Services and the District Office.



District Office

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

Listed below is the "Tentative Timeline" which outlines pertinent dates of which firms responding to the solicitation should make themselves aware. See date change to "Proposals Due".

The District reserves the right to change the date on the schedule without prior notice.

RFQ Schedule: District reserves the right to extend schedule dates by written addenda.

EVENT	DATE
RFP Issued	June 12, 2023
Deadline for Clarifications	June 19, 2023
Responses to Questions/Clarifications	June 20, 2023
Deadline to Submit RFQ Response	~~June 26, 2023~~ New Date: July 3, 2023,
Interviews, if any	TBD

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

Company Name: **DLR Group**

Signature: 

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 3 FOR RFP NO. 2223-BONDS43

Architectural Services for HVAC Upgrades at the District Office

SEE CHANGES BELOW TO RFP

- Remove Addendum 2 for RFP NO. 2223-Bonds 43
- Add Temperature Zoning in the Superintendent's Office
- Design Add/Alt #1 – Design New HVAC System in the Human Resources Wing, Procurement Wing and State and Federal Associated Offices
- Design Add/Alt #2 – Building 100 Roof Replacement

See link below for more details for Design Add/Alt #1 and #2
ARUSD - Bonds 43 Addendum #3.pdf

Listed below is the "Tentative Timeline" which outlines pertinent dates of which firms responding to the solicitation should make themselves aware. See date change to "Proposals Due".

The District reserves the right to change the date on the schedule without prior notice.

RFQ Schedule: District reserves the right to extend schedule dates by written addenda.

EVENT	DATE
RFP Issued	June 12, 2023
Deadline for Clarifications	June 19, 2023
Responses to Questions/Clarifications	June 20, 2023
Deadline to Submit RFQ Response	~~June 26, 2023~~ New Date: July 7, 2023,
Interviews, if any	TBD

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

Company Name: **DLR Group**

Signature: _____

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 4 FOR RFP NO. 2223-BONDS43

Architectural Services for HVAC Upgrades at the District Office

SEE CHANGES BELOW TO RFP

Listed below is the "Tentative Timeline" which outlines pertinent dates of which firms responding to the solicitation should make themselves aware. See date change to "Proposals Due".

The District reserves the right to change the date on the schedule without prior notice.

RFQ Schedule: District reserves the right to extend schedule dates by written addenda.

EVENT	DATE
RFP Issued	June 12, 2023
Deadline for Clarifications	June 19, 2023
Responses to Questions/Clarifications	June 20, 2023
Deadline to Submit RFQ Response	~~June 26, 2023~~ New Date: July 12, 2023,
Interviews, if any	TBD

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

Company Name: DLR Group

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

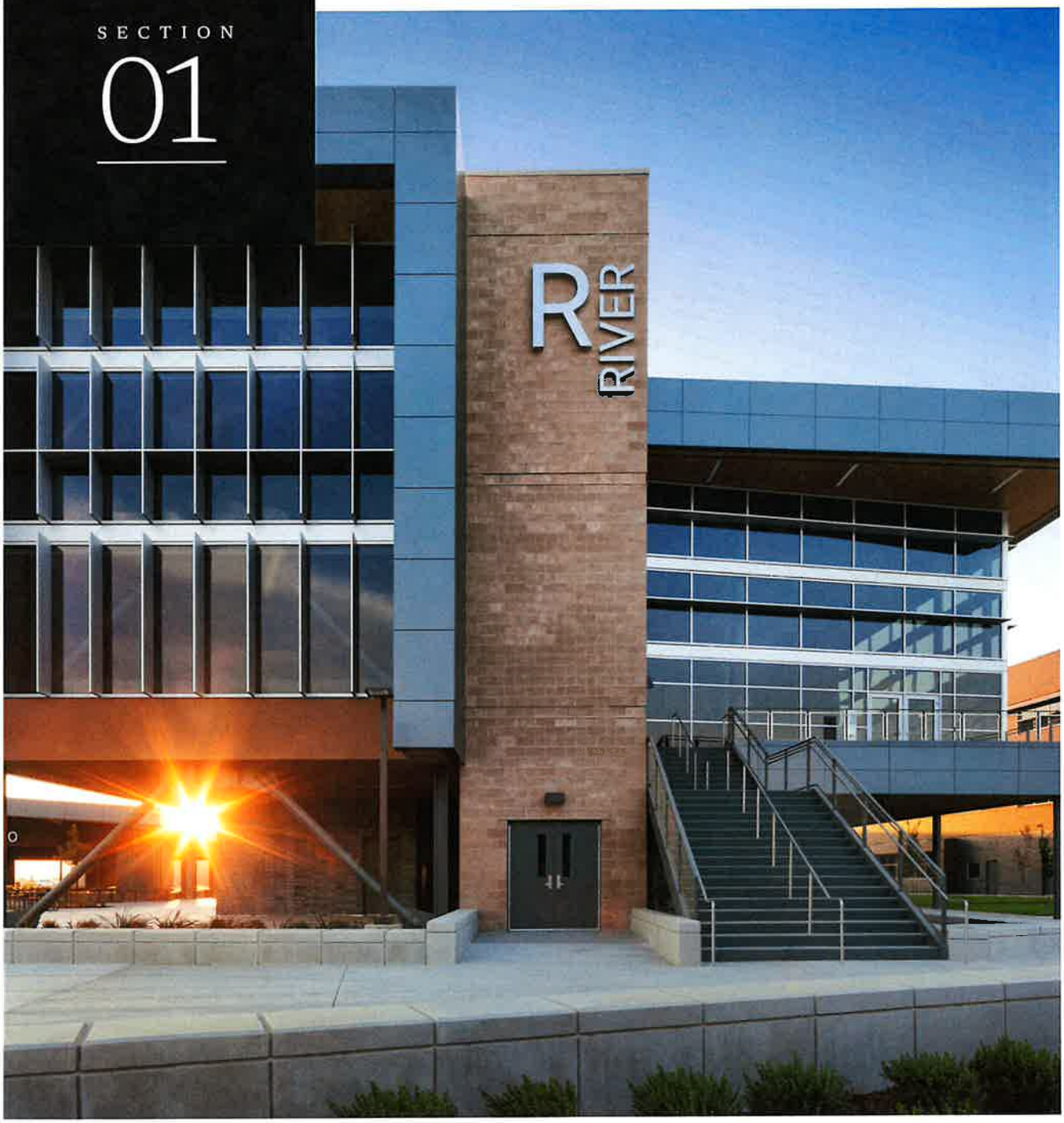


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2. Proposed Schedule 04
3. Proposed Staffing 05
4. Price Proposal 12

SECTION

01



Proposed Approach and Scope of Work

Management Methodology

We are committed to delivering a successful, innovative, and well executed HVAC upgrade to Alum Rock Union SD. Our integrated design approach promotes hands-on involvement of our key project team members early on and throughout the life of the project, with the support of experienced staff in active collaboration with highly qualified consultants. We work together for the good of the project, developing creative best value solutions and optimizing cost-effective, high-performance strategies.

Jesse Miller and Asawari Dandekar are your primary points of contact for day-to-day project management, striving to achieve the ideal goal of no surprises. The cornerstones of our process are proactive planning, frequent and transparent communication, and diligent tracking of issues. Regular and clear communication is most effective when done through face-to-face meetings, with the support of emails, video/conference calls, weekly status updates and schedule updates. We will review ongoing issues from a detailed list, ensure progress is being made per the schedule, and identify problems far in advance so they may be addressed before they become major challenges.

Our work plan serves as a roadmap for the overall project and will include all items required by Alum Rock Union SD, our entire team including consultants, and any jurisdictional agencies. These requirements will be loaded into the overall project schedule, from which tasks will be further broken down and deadlines will be developed. Monitoring project progress with regard to schedule milestones and budget issues is essential, and one of our first steps is to establish project goals and clearly define scope, budget, and schedule constraints. We involve all stakeholders in this effort to build consensus and commitment to meeting objectives and milestones.

We understand your construction budget is fairly constrained at this time. No matter what your final budget is, we are confident that our team can support you by presenting appropriate options.

Design Approach

Our preliminary design approach described here will be tailored to this project in conjunction with Alum Rock Union SD.

CONSTRUCTION DOCUMENTS | "Communicating the Vision"

Construction Documents incorporate the design decisions into a final set of documents in sufficient detail to bid and construct the project. The quality of the documents will be constantly monitored throughout the development of the Construction Documents package. Additionally, a formal in-house quality review will be held at 60% and 90% completion, completed by our senior design professionals.

The goals for this phase include producing documents to lock in a final budget number, secure all the necessary permits required to build the project, and ultimately produce a set of high quality, coordinated drawings and specifications which accurately define the scope and intent of the design. DLR Group will also coordinate with the permitting agencies to develop the documents as required for the permitting review and approval process. This will include setting up initial meetings with agencies to make them aware of the project and its scope and review the design to help identify any potential issues they may have prior to the formal permit submission. After submission, any permit review comments will be responded to expeditiously to ensure the process moves forward on schedule.

BIDDING

During bidding, we will assist Alum Rock Union SD in obtaining responsive bids. Activities include attending the pre-bid conference, review of substitutions, and clarifying questions from bidders via addenda. Our focus during bidding is reviewing pre-bid substitutions to assure that "or equals" are in fact equal. Upon receipt of responsible and responsive bids, our team will assist Alum Rock Union SD in evaluating the bids and make recommendations regarding contract award.

CONSTRUCTION ADMINISTRATION | "Turning the Vision into Reality"

We provide the necessary construction administration support for the duration of construction, including issuing responses and clarifications to the Contractor's Requests for Information as well as reviewing and approving shop drawings and submittals. Asawari Dandekar will administer the flow of all communications to ensure that the A/E team's full project knowledge is applied to and enhances the success of the project. She will be supported by our experienced A/E construction support leaders who are integrated into the project team through QA/QC to provide responses that are coordinated, informed, and responsive.

We will work closely with the project team to ensure reviews and responses are properly prioritized to keep construction moving on-schedule. We will also attend regular project meetings to review the project and discuss any issues as well as monitor the on-site progress of the construction. Any observance of defective work will be brought to the attention of the Contractor and Alum Rock Union SD's Project Manager immediately.

At the end of the construction process, our team will assess when the project has reached substantial completion and conduct a Punch-List Inspection. The team will capture the incomplete items and distribute the Punch List to the project team. Once the Contractor has corrected the Punch List items, we will verify with a Final Completion Inspection and recommend final acceptance and payment to the Contractor.

PROJECT CLOSE-OUT

Closeout and final document submittals can be a lingering problem at the end of construction on a project. We will prepare a detailed master schedule that identifies the sequences for building commissioning, close-out documents, move-in planning and warranty follow up. Continuous communication with the contractor, owner and design team members is crucial to assure a smooth process where all partners work together for the success of the project.



Detailed Scope of Services in Summary Format:

1.1 Perform initial field visit and cursory (visual) observation of the existing site conditions, as accompanied by various representatives from the school district.

1.2 Perform preliminary code research, as related to the proposed project.

1.3 Generate preliminary design sketch(es), as needed to convey DLR Group proposed design intent, based on the preliminary design input and direction received from school district representatives during our initial field visit.

1.4 Develop construction documents (drawings and specifications), as needed to facilitate DLR Group's full design intent.

- **1.4.1** The team will provide deliverable Construction Document Sets for District Review at 25%, 50% and 100%.
- **1.4.2** Prepare cost estimate at 100% Construction Document Submittal.

1.5 Submit prepared construction documents to DSA for plan review and approval. (DLR Group believes DSA approval is not required for these projects based on Addendum 1; however, we are showing the process and schedule we will take if in case Alum Rock SD wants to pursue this way).

1.6 Obtain DSA plan review and approval including preparation of inspection cards, dsa box collaboration, DSA 5-PI and associated paperwork.

1.7 Assist the District to publicly bid the Project, including the preparation of the bidding documents, attending a Pre-Bid Conference, responding to Contractor-generated bid questions, attending the bid opening, and assisting in the review of the submitted bids.

1.8 General scope of Construction Contract Administration services shall include but not limited to the following:

- **1.8.1** Review/respond to general contractor RFI's and/or RFC's.
- **1.8.2** Review general contractor's shop drawings and/or product submittals for general code compliance and overall design conformance, as based on the approved construction documents.
- **1.8.3** Participate in routine jobsite meetings and/or field visits.
- **1.8.4** Participate in ad-hoc field meetings with IOR and DSA field staff, as/if deemed necessary.
- **1.8.5** Generate field observation reports as documenting progression of work currently underway and/or work completed to-date plus, current field conditions, as/if deemed necessary.
- **1.8.6** Participate in general contractor's punch-walk activities.
- **1.8.7** Prepare all required documents, as deemed necessary for securing final DSA approval, closeout, and certification.
- **1.8.8** Compile final record drawings and other miscellaneous closeout documents, as typically required to be furnish by the general contractor upon the conclusion of all construction work.

SECTION

02

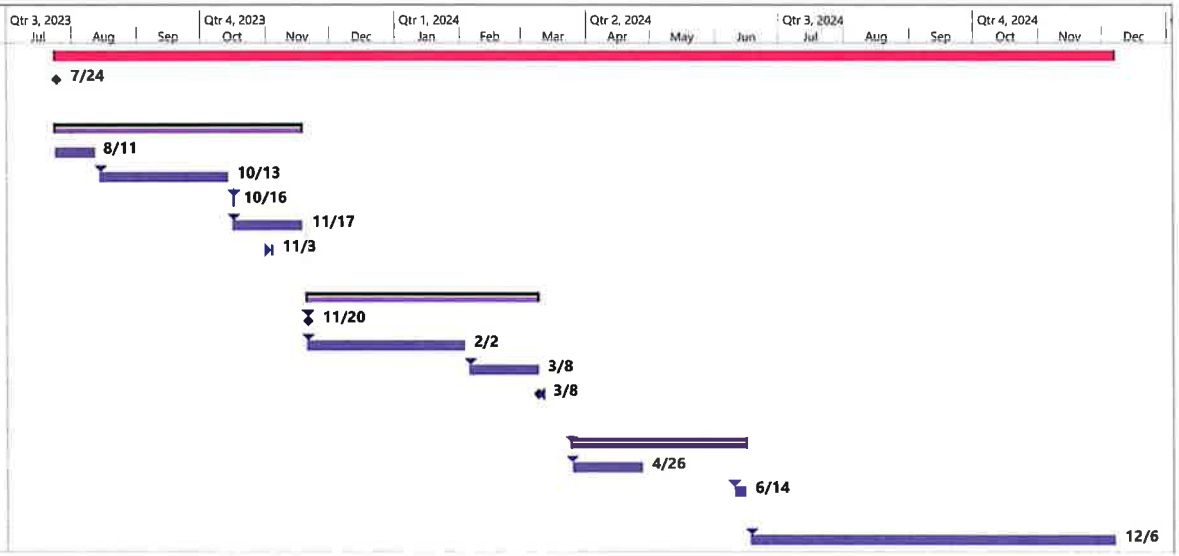


Proposed Schedule

Schedule

DLR Group is showing a schedule outlined below submitting to the Division of the State Architect. We do believe we can avoid this step as stated previously given the information in Addendum 1. If chosen for the work, we would like to discuss with you how we believe this project qualifies as exemption from DSA purview based on IR A-22 and how we could save months off the schedule.

ID	Task Mode	Task Name	Duration	Start
1		**Alum Rock USD - HVAC Upgrades**	**360 days**	**Mon 7/24/23**
2		Notice to Proceed	1 day	Mon 7/24/23
3				
4		**Design Phase**	**85 days**	**Mon 7/24/23**
5		Schematic Design	15 days	Mon 7/24/23
6		Design Development	45 days	Mon 8/14/23
7		*100% DD to District*	1 day	Mon 10/16/23
8		Construction Documents	25 days	Mon 10/16/23
9		*Estimate due to owner*	1 day	Fri 11/3/23
10				
11		**DSA review & approval**	**80 days?**	**Mon 11/20/23**
12		DSA Submittal	1 day	Mon 11/20/23
13		DSA Review and backcheck	55 days	Mon 11/20/23
14		DSA Backcheck	25 days	Mon 2/5/24
15		DSA Approval	1 day	Fri 3/8/24
16				
17		**Contractor Procurement**	**60 days**	**Mon 3/25/24**
18		Bid Phase	25 days	Mon 3/25/24
19		Execute Contract	5 days	Mon 6/10/24
20				
21		**Construction Phase**	**125 days**	**Mon 6/17/24**

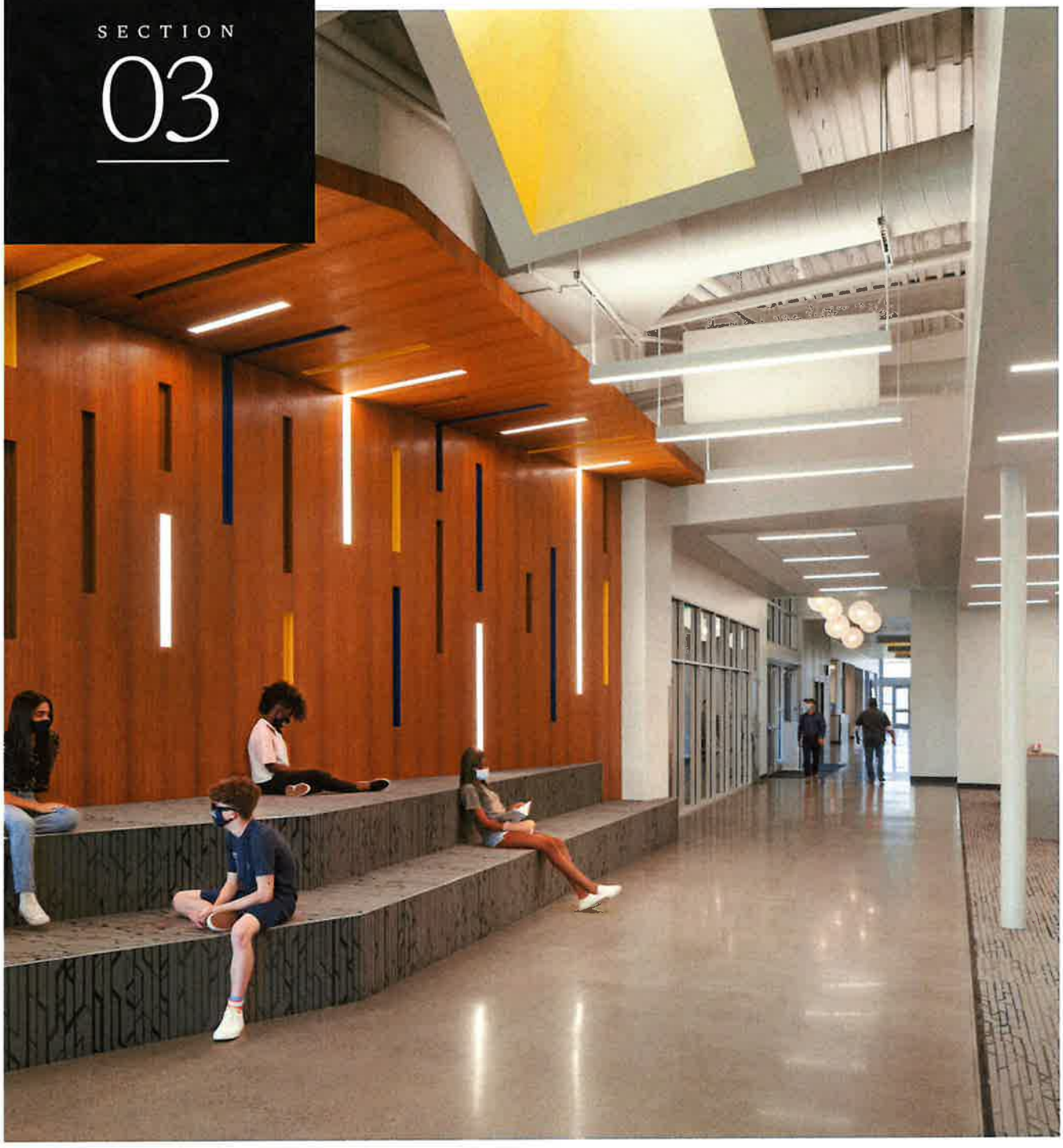


Project: Alum Rock UESD HVAC
Date: Wed 6/21/23

Task	Project Summary	Manual Task	Start-only	Deadline			
Split	Inactive Task	Duration-only	Finish-only	Progress			
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress			
Summary	Inactive Summary	Manual Summary	External Milestone				

SECTION

03



Proposed Staffing

Project Team Summary

Leadership

Jesse Miller, AIA, LEED GREEN ASSOC.
Principal-in-Charge

Asawari Dandekar, LEED AP BD+C
Senior Project Manager

Kaljit Athwal, RA, LEED AP
Project Architect

Bolivar Puyol, RA, LEED AP
Construction Administration

Consultants

Buehler
Structural Engineer

The Engineering Enterprise
Electrical Engineer

LP Consulting Engineers
Mechanical/Plumbing Engineer

Sierra West Group
Cost Estimator

Your Dedicated Core Team for the Duration of this Contract. These proposed project team members represent the very best of DLR Group's local and California staff. Our proposed team will be assigned to your projects for the full duration, providing valuable consistency, continuity, and efficiency. We pledge that this team is available to begin immediately. We carefully gauge our workload to meet each milestone in a project's schedule. All assigned key staff are currently licensed to perform the services and hold all proper business or other required licenses.

An Integrated Design Team for Alum Rock USD Integrated Design = Efficiency + Cost Savings! Through our integrated design practice of architects and engineers, DLR Group has the resources and proficiency that Alum Rock USD deserves. Having an integrated team means a better coordinated, more thorough set of drawings. This provides less hassle for you and your staff which frees up their valuable time.

Our integrated team also means there are no mark-ups on our consultant fees, saving you money to reinvest into your classrooms! It is a near-certainty that existing site conditions will bring surprises; our integrated design team reacts quickly, effectively, and holistically to keep contractors on schedule. We know relevant individual team member experience is important and vital to a successful project. DLR Group's most significant qualifications and resources are the individuals who will guide the design process. Our approach is unique to the industry in terms of the skill sets integrated under one roof.

Team shall remain intact through the duration of the Project(s). If a team member must leave, the District reserves the right to approve that team members replacement.

Jesse Miller, AIA, Assoc. DBIA, LEED Green Assoc.

Principal | Principal-in-Charge



As a principal in DLR Group's K-12 Education Studio, Jesse's knowledge of Next Generation teaching pedagogies, coupled with training and experience in the architectural profession, gives him a unique perspective and understanding of how the built environment can impact performance. With 18 years experience managing educational projects throughout California and Texas, he has worked on various school construction projects including new elementary, middle and high schools, complex whole campus modernizations, upgrades and renovations to existing campuses and numerous performing arts and athletics projects. Jesse is known for his service-oriented and proactive approach and will work closely with the District to make sure your projects are delivered on time and on budget.

"No task was too tall for Jesse and his team to overcome as we encountered many complexities far and above a standard construction project might experience. Mr. Miller's tenacity, composed and enthusiastic approach, and willingness to meet our needs in my opinion carried the flag and sets the standard for others to follow."

– Richard G. De Nava, Assist. Superintendent, San Bernardino County Schools

Select Experience

El Monte Union High School District
Rosemead Adult Transition / Adult Education Center
South El Monte High School Modernization
El Monte High School Modernization

Beaumont Unified School District
High School Expansion
Summerwind Trails K-8

Palos Verdes Peninsula USD
Palos Verdes Peninsula High School Track and Field Replacement
Malaga Cove Marine Science Center

Corona-Norco Unified School District
Washington Elementary School Modernization / Addition

Los Angeles Unified School District
Thomas Jefferson High School Comprehensive Modernization

Riverside Unified School District
Alcott Elementary School Modernization
Longfellow Elementary School Modernization
Ramona High School Stadium and Pool*
North High School Stadium*
Poly High School Stadium and Pool*
Arlington High School Stadium*
Monroe Elementary School Addition and Modernization*

Santa Ana Unified School District
John Muir Fundamental Elementary School

Hemet Unified School District
Ramona Elementary School Addition and Modernization

**Performed while at a previous firm*

Education

Master of Architecture,
New School of Architecture & Design

Bachelor of Science, Architecture
University of Wisconsin, Milwaukee

Registration, Accreditations & Affiliations

Architect: CA #C32306
LEED Green Associate
Associate DBIA
Coalition of Adequate School Housing (CASH)
American Institute of Architects
Association for Learning Environments (A4LE)

Asawari Dandekar, LEED AP BD+C

Senior Associate | Senior Project Manager



With 17 years of experience, Asawari brings the understanding and positive communication that is necessary to complete a comprehensive project with a collaborative team. She brings to your project a great deal of understanding of client concerns and uses her extensive architectural skills to provide the results that satisfy our clients. As Project Manager, she will balance design, budget and schedule to achieve the project goals. Asawari will establish clear lines of communication and remain a consistent and continuous resource throughout the project.

"Under the leadership of Asawari Dandekar, DLR Group has delivered these projects in a timely and efficient manner, through clear communications and collaboration with multiple entities, across multiple phases and multiple increments."

– Scott Davis, Senior Director of Facilities Development, Roseville Joint Union High School District

Select Experience

Fairfield-Suisun Unified School District
E. Ruth Sheldon Academy of Innovative Learning Modernization & Addition

Fremont Unified School District
Group 1 Elementary School Modernizations

Roseville Joint Unified School District
West Park High School Phases I
West Park High School Phases II
West Park High School Swimming Pool

San Juan Unified School District
Del Paso Manor Elementary School Criteria Document
Programming and Master Plan

Natomas Unified School District*
Jefferson School Modernization

Huntington Beach City School District*
Sowers Middle School New STEM Classroom and Multi-Purpose Building

Winters Joint Unified School District*
Winters High School Remodel and Addition

**Performed while at a previous firm*

Education

Master of Architecture,
University of Southern California
Bachelor of Architecture
University of Pune, India

Registration, Accreditations & Affiliations

LEED Accredited Professional

Kaljit Athwal, RA, LEED AP

Associate | Project Architect



Kaljit has been a part of the DLR Group K-12 team for over four years, and a newly licensed architect. He is an integral part of our production team, and plays a vital role in administering the contract, supporting our Project Managers in all facets of design and production.

"Kaljit and his students were successfully able to explore, analyze and propose creative design solutions to challenging problems while addressing historical issues of ethnicity, and gender in design and architecture. It is my belief that his educational, professional and life experience allow him to not only have a holistic mastery of the design process, but also a sensitivity and awareness of the issues affecting the built environment, from a historical and cultural perspective."

– Amy Aswell, Co-Founder of Beta Form Industries

Select Experience

Roseville Joint Unified School District
West Park High School Phase I
West Park High School Phase II
West Park High School Swimming Pool

Tahoe-Truckee Unified School District
Truckee Elementary School Modernization
Truckee High School Modernization

Fairfield-Suisun Unified School District
E. Ruth Sheldon Academy of Innovative Learning Modernization & Addition

Chico Unified School District
Emma Wilson Elementary School New Kindergarten Building

Natomas Unified School District
Westlake Charter School K-8 Campus

Newcastle Elementary School District
Newcastle Elementary School Modernization

Ocean View School District
Vista View Middle School Modernization
Star View Elementary School Modernization

Compton Unified School District
Compton High School

Education

Master of Architecture,
University of Oregon

Bachelor of the Arts, Design,
University of California, Davis

Registration, Accreditations & Affiliations

Architect, CA No. C38783
LEED Accredited Professional

Bolivar Puyol, AIA, LEED AP

Senior Associate | Construction Administration



Bolívar is committed to serving his community through education projects. He has provided significant guidance to clients on design management through his work on large and complex projects such as the 2003 and 2006 San Francisco Unified School District (SFUSD) Bond Programs, where he supervised multiple architecture and engineering teams working on dozens of facility improvements. He was also responsible for incorporating sustainable design practices and products into the district design standards and guidelines.

Bolivar is responsible for the final check of the documents and works with the appropriate DLR Group quality assurance staff to ensure a complete, well-coordinated set of documents.

Select Experience

San Francisco Unified School District
Mission Bay School D/B Project

Travis Unified School District
Scandia Elementary School Additions and Modernization

Hesperia Unified School District
Hesperia High School MPR/PAC Building

Los Angeles Unified School District
Dixie Canyon Community Charter School

Santa Ana Unified School District
Valley High School Theater Renovation

Education

Bachelor of the Arts, Architecture
University of California, Berkeley

Registration, Accreditations & Affiliations

Licensed Architect: CA # 30483
LEED Accredited Professional
American Institute of Architects
SF Green Schoolyard Alliance
Claire Lilienthal Green Schoolyard Committee
San Francisco Housing Action Coalition



John Harvey, SE, LEED AP BD+C

Buehler | Structural Engineer

(limited scope)

Select Experience

Oakland Unified School District
Photovoltaic Array and Seismic Evaluations - 16 Campuses
Kaiser and Laurel Elementary Finishing Kitchens
Oakland Technical HS Health Center
Cleveland Elementary Zero Net Energy Renovation

Tulare Joint Union High School District
Mission Oak High School campus

Education

Bachelor of Science, Civil Engineering,
San Jose State University

Registration, Accreditations, Affiliations

Structural Engineer: CA #4660
Civil Engineer: CA $58001



Kristina K. Martin, PE, LC, LEED AP

The Engineering Enterprise | Electrical Engineer

Select Experience

East Side Union High School District
Mt. Pleasant High School Student Center Renovation
WC Overfelt High School Music, Art, Admin & Quad Renovation

Morgan Hill Unified School District
Nordstrom Elementary School Administration Building Remodel & Addition

Albany Unified School District
Albany Middle School Annex

Education

Bachelor of Science, Architectural Engineering,
University of Kansas

Registration, Accreditations, Affiliations

Professional Engineer #E15303



Sean Pourvakil, PE, LEED AP

LP Consulting Engineers | Mechanical/Plumbing Engineer

Select Experience

Roseville Joint Union High School District
Westpark Area High School Ph I & Ph II

Twin Rivers Unified School District
District Amendments
Harmon Johnson Elementary School Kitchen Remodel and HVAC Design

Natomas Unified School District
Natomas high School Science and Career Technical Education Buildings

Education

Associate of Science, Mechanical Engineering
California State University, Fresno

Registration, Accreditations, Affiliations

Professional Engineer: CA, NV, WY
LEED Accredited Professional
United States Green Building Council



John Moreno

Sierra West Group | Cost Estimator

Select Experience

Roseville Joint Union High School District
West Park Area High School

Folsom Cordova Unified School District
Folsom Ranch High School

Dinuba Unified School District
Dinuba High School

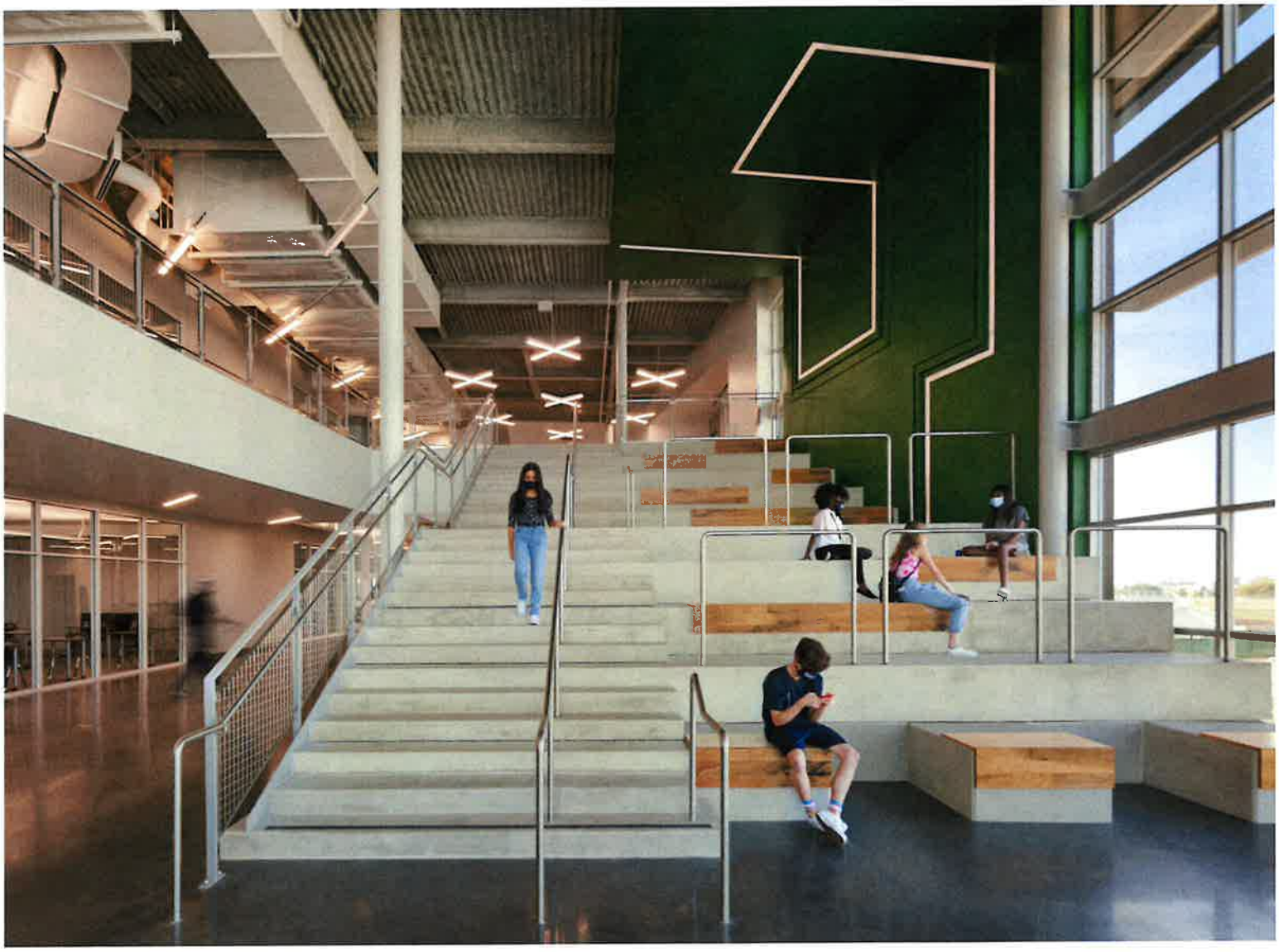
Lammersville Unified School District
Altamont K-12 School

Education

Associate of Arts, Construction,
Butte Community College

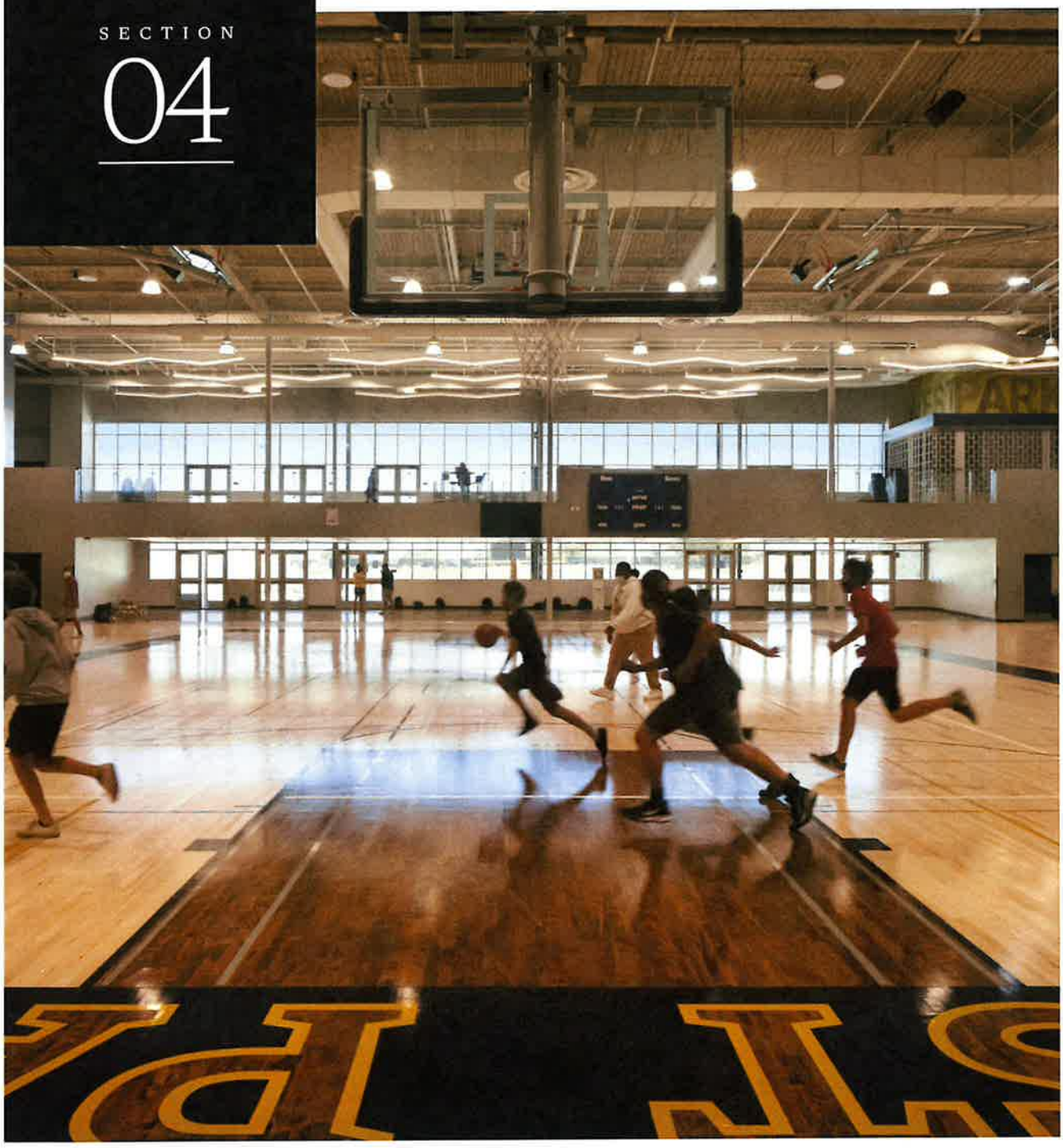
Registration, Accreditations, Affiliations

Association of Professional Estimators (ASPE)
Construction Specifications Institute (CSI)
Association of General Contractors (AGC)



SECTION

04



Price Proposal

Fees

We will WORK with YOU!

There is not one fee approach that works for every project. DLR Group's fee approach for this project will be tailored specifically to you, and based on size and scope of project using the following method:

(1) Fixed fee based on scope and efforts

DLR Group proposes to bill for its services on a monthly, percentage of completion basis.

DLR Group Standard Hourly Billing Rates:

Employee Position/Category	Hourly Rate
Discipline Leader	$235
Senior Professional	$205
Professional	$145
Professional Support	$115
Technical	$90
Clerical	$90

Basic Services:
Basic Services for this project include standard design and engineering disciplines (Architecture, Structural Engineering (limited), Mechanical Engineering, Plumbing Engineering, Electrical Engineering, and Cost Estimating).

Position	Name	Std. Hourly Billing Rates	Construction Documents		Permitting Documents		Bid Negotiations		Construction Administration	
			Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee
Discipline Leader	Jesse Miller	$235.00	8	$1,880.00	2	$470.00	0	$0.00	0	$0.00
Senior Professional	Asawari Dandekar	$205.00	20	$4,100.00	8	$1,640.00	8	$1,640.00	4	$820.00
Professional II	Kaljit Athwal	$175.00	120	$21,000.00	30	$5,250.00	10	$1,750.00	0	$0.00
Professional II	Bolivar Puyol	$175.00	0	$0.00	0	$0.00	0	$0.00	60	$10,500.00
Clerical/Construction Admin	Ellen Emmerson	$90.00	0	$0.00	0	$0.00	0	$0.00	16	$1,440.00
Mechanical / Plumbing Engineer	Sean Pourvakil	$170.00	80	$13,600.00	20	$3,400.00	8	$1,360.00	20	$3,400.00
Electrical Engineer	Kristina Martin	$170.00	40	$6,800.00	20	$3,400.00	4	$680.00	8	$1,360.00
Structural Engineer	John Harvey	$170.00	8	$1,360.00	4	$680.00	4	$680.00	4	$680.00
Cost Estimating	John Moreno	$150.00	20	$3,000.00	0	$0.00	0	$0.00	0	$0.00
		Sub-total Hours	296		84		34		112	
		Sub-Total Fee's		$51,740.00		$14,840.00		$6,110.00		$18,200.00

Total Compensation:
DLR Group shall provide design and engineering services for this project as a lump sum, fixed fee, inclusive of additional consultants and reimbursables expenses in the amount of:
Ninety Thousand Eight Hundred and Ninety Dollars ($90,890)

Reimbursable Expenses:
Reimbursable expenses, including costs related to printing, plotting (including 3D plotting) and delivery charges in the interest of the project are in addition to compensation for Basic and Additional Services. These expenses shall be billed by the Architect to the Owner at one and one tenth (1.10) times the expense incurred by the Architect and Architect's Consultants. We estimate reimbursable expenses to be approximately 3-5% of the overall Architectural-Engineering fee.

ELEVATE *the*
HUMAN EXPERIENCE
THROUGH DESIGN

DLRGROUP

DLRGROUP.COM ›

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

6.04

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

Board of Trustees: Date: August 23, 2023

To the Superintendent of Schools

Subject: **Notice of Completion and Change Orders for Project B2223 Bond 23 ADA/DSA Accessibility Scopes at George, Linda Vista, and Adelante I – Selway Construction Inc.**

Staff Analysis: Construction services work for project B2223-Bond 23 was accepted and completed by Ed Villareal, Director MOT on 05/16/23 with a host of others to include the DSA Inspector of Record, Architect of Record, and District Construction Manager.

The work was completed within contract terms and agreements.

Change Order #01: $3,650.00
This change condition was issued to support the safety and security of students. The scope adjusted a containment 6ft chain link fence 13ft off the corner of Adelante ES Multipurpose Room preventing students from climbing on to the roof. Further it added a double 4ft access gate enabling Staff to access equipment stored inside a 10ftx20ft storage container within the contained area.

Change Order #02: ($1,470.00)
This change condition removed the front ADA Parking Spaces from the Contractor's scope of work due to an error by the Contractor at Bid. The benefit is to obtain a competitive Bid for this work scope. If change ordered the Contractor can easily increase the expected compensation since no competition. A near future project involving improvements to a Bus Stop will require similar work scopes and therefore these ADA Parking Spaces can be added to that forthcoming Bid Package.

Change Order #03 ($3,350.00)
This change condition returns assigned Contingency value to the District.

Item	Cost	New Contract Amount
Original Agreement	$36,850.00	N/A
Change Order #01	$ 3,650.00	$40,500.00
Change Order #02	($1,470.00)	$39,030.00
Change Order #03	($3,350.00)	$35,680.00

Recommendation: Staff recommends the Board of Trustees approves Change Orders No. 01, 02, and 03 and issue for recording the Notice of Completion for Project B2223-Bond 23 ADA/DSA Accessibility Scopes of Work executed by Selway Construction at George, Linda Vista, and Adelante I sites.

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

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

To the Board of Trustees: Meeting: September 14, 2023
Regular Board Meeting

Recommended Approval

6.04
Agenda Placement

Hilaria Bauer
Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

DOCUMENT 00 63 63

CHANGE ORDER FORM

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

CHANGE ORDER NO.:
01

CHANGE ORDER

Project: ADA/DSA Accessibility Scopes
Bid No.: B2223-Bonds 23

Date: 05/28/23
DSA File No.: N/A
DSA Appl. No.: N/A

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

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

Contractor: Selway Construction

977 Feller Ave
San Jose, CA 95127

Architect: N/A

Project Inspector: Kleinfelder Construction Services

2882 Prospect Park Dr.
Rancho Cordova, CA 95670

Reference	Description	Cost	Day Ext
PCO #06R02	Amend Storage Container Perimeter Fence for DSA-ADA Requirements	$ 3,650.00	6
		$	0
		$	0

Contract time will be adjusted as follows: Previous Completion Date: **05/08/23** **"Not Applicable"** Calendar Days Extension (zero unless otherwise indicated) Current Completion Date: **05/16/23**	Original Contract Amount:	$ 33,500.00
	Amount of Previously Approved Change Order(s):	$0
	Amount of this Change Order:	$3,650.00
	Contract Amount: Contingency: **TOTAL:**	$37,150.00 $ 3,350.00 **$40,500.00**

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

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

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

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

Signatures:

District:

Kolvira Chheng Date

Contractor:

Peter Hawkins 6/9/23
Date

Architect: N/A

Project Inspector:
Kleinfelder Construction Services

~~Dane Ruddell~~ Thomas J Fakner 6/9/23
Date

Thomas J Fakner, CCM

END OF DOCUMENT

DOCUMENT 00 63 63

CHANGE ORDER FORM

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

CHANGE ORDER NO.:
02

CHANGE ORDER

Project: ADA/DSA Accessibility Scopes
Bid No.: B2223-Bonds 23

Date: 05/28/23
DSA File No.: N/A
DSA Appl. No.: N/A

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

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

Contractor: Selway Construction

977 Feller Ave
San Jose, CA 95127

Architect: N/A

Project Inspector: Kleinfelder Construction Services

2882 Prospect Park Dr.
Rancho Cordova, CA 95670

Reference	Description	Cost	Day Ext
PCO #02R02	Remove Parking Lanes Asphalt Seal Coating	$ (1,470.00)	0
		$	0
		$	0

Contract time will be adjusted as follows: Previous Completion Date: **05/16/23** **"Not Applicable"** Calendar Days Extension (zero unless otherwise indicated) Current Completion Date: **05/16/23**	Original Contract Amount:	$ 33,500.00
	Amount of Previously Approved Change Order(s):	$ 3,650.00
	Amount of this Change Order:	$ (1,470.00)
	Contract Amount: Contingency: **TOTAL**	$35,680.00 $ 3,350.00 **$39,030.00**

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

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

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

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

Signatures:

District:

Kolvira Chheng Date

Contractor:

Peter Hawkins 6/9/23
Peter Hawkins Date

Architect: N/A

Project Inspector:
Kleinfelder Construction Services

Thomas J Fakner 6/9/23
~~Dane Ruddell~~ Date
Thomas J Fakner, CCM

END OF DOCUMENT

DOCUMENT 00 63 63

CHANGE ORDER FORM

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

CHANGE ORDER NO.:
03

CHANGE ORDER

Project: ADA/DSA Accessibility Scopes
Bid No.: B2223-Bonds 23

Date: 06/08/23
DSA File No.: N/A
DSA Appl. No.: N/A

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

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

Contractor: Selway Construction

977 Feller Ave
San Jose, CA 95127

Architect: N/A

Project Inspector: Kleinfelder Construction Services

2882 Prospect Park Dr.
Rancho Cordova, CA 95670

Reference	Description	Cost	Day Ext
Contingency	Return Unused Contingency	$ (3,350.00)	0
		$	0
		$	0

Contract time will be adjusted as follows: Previous Completion Date: **05/16/23** **"Not Applicable"** Calendar Days Extension (zero unless otherwise indicated) Current Completion Date: **05/16/23**	Original Contract Amount: Contingency:	$ 33,500.00 $ 3,350.00
	Amount of Previously Approved Change Order(s):	$ 2,180.00
	Amount of this Change Order:	$ (3,350.00)
	Contract Amount: Contingency: **TOTAL**	$35,680.00 $ 0.00 **$35,680.00**

The undersigned Contractor approves the foregoing as to the changes, if any, to the Contract Price specified for each item, and as to the extension of time allowed, if any, for completion of the entire work as stated therein, and agrees to furnish all labor, materials and services and perform all work necessary to complete any additional work specified for

the consideration stated therein. Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq.

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

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

Signatures:

District:

Kolvira Chheng Date

Contractor:

Peter Hawkins 6/9/23
Peter Hawkins Date

Architect: N/A

Project Inspector:
Kleinfelder Construction Services

Thomas J Fakner 6/9/23
~~Dane Ruddell~~ Date
Thomas J Fakner, CCM

END OF DOCUMENT

RECORDING REQUESTED BY

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

AND WHEN RECORDED MAIL TO:

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

RECORDED WITHOUT FEE PER G.C. 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

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

1. The undersigned is an agent of the owner of the estate or interest stated below.
2. The name of the Owner is Alum Rock Union School District.
3. The address of the Owner is **2930 Gay Avenue, San Jose, CA 95127**.
4. The nature of the estate or interest is in fee.
5. A work of improvement on the property hereinafter described was completed 08/14/23
6. The work done was **B2223 Bond 23** Small Projects – **J George MS; Linda Vista ES; Adelante ES** ADA/DSA Projects.
7. The contractor for such work of improvement was **Selway Construction Inc.**, 977 Feller Ave, San Jose, CA 95127.
8. The date of contract between the above-contractor and Owner is **04/05/23**.
9. The property on which said work of improvement was completed in Santa Clara County, State of California. The street address of said property is:
   a) **Joseph George** Middle School
      277 Mahoney Dr. San Jose, CA 95127
   b) **Linda Vista** Elementary School
      100 Kirk Ave San Jose, CA 95127
   c) **Adelante** Academy
      2999 Ridgemont Dr San Jose, CA 95127

Dated: _____

_____
Kolvira Chheng, Asst. Superintendent Business Services

VERIFICATION

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

Dated: _____ at San Jose, California

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

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

6.05

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

Board of Trustees: Date: August 23, 2023

To the Superintendent of Schools

Subject: **Notice of Completion and Change Orders for Project B2223 Bond 24 ADA/DSA Accessibility Scopes at Sheppard & San Antonio -- Selway Construction Inc.**

Staff Analysis: Construction services work for project B2223-Bond 24 was accepted and completed by Ed Villareal, Director MOT on 05/16/23 with a host of others to include the DSA Inspector of Record, Architect of Record, and District Construction Manager.

The work was completed within contract terms and agreements.

Change Order #01: $391.00
This change condition was issued to support the relocation of a "No Parking" notification sign noting vehicles will be towed and providing the Tow Company information. The plan proposed location contained City mounted signage that prohibited installation at code required mounting heights.

Change Order #02: ($1,150.00)
This change condition returns the assigned contingency to the contract.

Item	Cost	New Contract Amount
Original Agreement	$12,650.00	N/A
Change Order #01	$ 391.00	$13,041.00
Change Order #02	($1,150.00)	$11,891.00

Recommendation: Staff recommends the Board of Trustees approves Change Orders No. 01 & 02 and issue for recording the Notice of Completion for Project B2223-Bond 24 ADA/DSA Accessibility Scopes of Work executed by Selway Construction at Sheppard & San Antonio sites.

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

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

To the Board of Trustees:

Recommended Approval

6.05
Agenda Placement

Meeting: September 14, 2023
Regular Board Meeting

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

DOCUMENT 00 63 63

CHANGE ORDER FORM

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

CHANGE ORDER NO.:
01

CHANGE ORDER

Project: ADA/DSA Accessibility Scopes
Bid No.: B2223-Bonds 24

Date: 06/08/23
DSA File No.: N/A
DSA Appl. No.: N/A

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

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

Contractor: Selway Construction

977 Feller Ave
San Jose, CA 95127

Architect: N/A

Project Inspector: Kleinfelder Construction Services

2882 Prospect Park Dr.
Rancho Cordova, CA 95670

Reference	Description	Cost	Day Ext
PCO #07R01	Relocate Tow Sign and provide new signpost with new sign	391.00	4
		$	0
		$	0

Contract time will be adjusted as follows:	Original Contract Amount:	$ 11,500.00
Previous Completion Date: **05/08/23**	Contingency:	$ 1,150.00
"Not Applicable" Calendar Days Extension (zero unless otherwise indicated)	Amount of Previously Approved Change Order(s):	$ 0.00
Current Completion Date: **05/12/23**	Amount of this Change Order:	$ 391.00
	Contract Amount:	**$13,041.00**

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

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

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

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

Signatures:

District:

Kolvira Chheng Date

Contractor:

Peter Hawkins 6/20/23

~~Peter Hawkins~~ Date

Architect: N/A

Project Inspector:
Kleinfelder Construction Services

~~Dane Ruddell~~ Date

Thomas J Fakner, CCM

END OF DOCUMENT

DOCUMENT 00 63 63

CHANGE ORDER FORM

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

CHANGE ORDER NO.:
02

CHANGE ORDER

Project: ADA/DSA Accessibility Scopes
Bid No.: B2223-Bonds 24

Date: 06/08/23
DSA File No.: N/A
DSA Appl. No.: N/A

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

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

Contractor: Selway Construction

977 Feller Ave
San Jose, CA 95127

Architect: N/A

Project Inspector: Kleinfelder Construction Services

2882 Prospect Park Dr.
Rancho Cordova, CA 95670

Reference	Description	Cost	Day Ext
Contingency	Return assigned contingency to ARUSD	$ (1,150.00)	0
		$	0
		$	0

Contract time will be adjusted as follows:	Original Contract Amount:	$ 11,500.00
Previous Completion Date: **05/08/23**	Contingency:	$ 1,150.00
"Not Applicable" Calendar Days Extension (zero unless otherwise indicated)	Amount of Previously Approved Change Order(s):	$ 391.00
Current Completion Date: **05/12/23**	Amount of this Change Order:	$ (1,150.00)
	Contract Amount:	**$11,891.00**

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

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

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

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

Signatures:

District:

Kolvira Chheng Date

Contractor:

Peter Hawkins 6/13/23
Date

Architect: N/A

Project Inspector:
Kleinfelder Construction Services

~~Dane Ruddell~~ 06/13/23
Date
Thomas J Fakner, CCM

END OF DOCUMENT

RECORDING REQUESTED BY

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

AND WHEN RECORDED MAIL TO:

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

RECORDED WITHOUT FEE PER G.C. 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

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

1. The undersigned is an agent of the owner of the estate or interest stated below.
2. The name of the Owner is Alum Rock Union School District.
3. The address of the Owner is **2930 Gay Avenue, San Jose, CA 95127**.
4. The nature of the estate or interest is in fee.
5. A work of improvement on the property hereinafter described was completed 08/14/23
6. The work done was **B2223 Bond 24** Small Projects – **W Sheppard MS; San Antonio ES;** ADA/DSA Projects.
7. The contractor for such work of improvement was **Selway Construction Inc.**, 977 Feller Ave, San Jose, CA 95127.
8. The date of contract between the above-contractor and Owner is **04/05/23**.
9. The property on which said work of improvement was completed in Santa Clara County, State of California. The street address of said property is:
   a) **William Sheppard** Middle School
      480 Rough and Ready San Jose, CA 95133
   b) **San Antonio** Elementary School
      1721 E San Antonio St San Jose, CA 95116

Dated: _____

_____
Kolvira Chheng, Asst. Superintendent Business Services

VERIFICATION

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

Dated: _____ at San Jose, California

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

6.06

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

Board of Trustees: Date: September 14, 2023

To the Superintendent of Schools

Subject: **Notice of Contract Agreement Extension for Architectural Services for Studio W**

Staff Analysis: Based on Architectural Services required by Studio W to complete their contract obligation, we request that the architect service agreement be extended from June 30, 2023, thru January 31, 2025. There are no fee associated with this extension request. The projects that will be impacted by this extension request are: Adelante Academy HVAC Replacement, McCollam Elementary HVAC Replacement, Russo McEntee Elementary HVAC Replacement, Linda Vista Elementary Playground, LUCHA Elementary Playground, Cassell Elementary Playground and Russo McEntee Outdoor Classroom Structure.

Recommendation: Staff recommends the Board of Trustees approve the contract time extension request for Studio W from July 1, 2023 thru January 31, 2025.

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

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

To the Board of Trustees:

Recommended Approval

6.06

Agenda Placement

Meeting: September 14, 2023
Regular Board Meeting

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

STUDIO W
ARCHITECTS

MEMORANDUM

Date: 08/17/2023
Sent Via: Email

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

From: **Michele Gargano**
Associate Principal, Senior Client Leader
Studio W Architects
1930 H Street

Sacramento, CA 95811

Re: Time Extension of Contract Terms

Project No.: 22025, 22026, 22027, 22028 (PO 238010)

23013, 23015(PO 238025)

23021 (PO 238038)

Project: Various

DSA No.: Various

cc: Jim Moore, COO, Studio W Architects

Dear Kolvira,
Please find Studio W Architects Service Agreement extension request for the period of June 30, 2023 – January 31, 2025. No fee adjustment is necessary. We understand that the following projects are to have the contract terms extension.

1. Adelante Academy HVAC Replacement
2. McCollam Elementary HVAC Replacement
3. Russo McEntee Elementary HVAC Replacement
4. Linda Vista Elementary Playground
5. Lucha Elementary Playground
6. Sylvia Cassell Elementary Playground

We are also requesting a Service Agreement extension request from the period of December 31, 2023 to January 31, 2025. No fee adjustment is necessary. This applies to the following project.

1. Russo Elementary School Outdoor Classroom Structure

Sincerely,
Michele Gargano
Michele Gargano, AIA, CDT, LEED BD+C
Associate Principal, Senior Client Leader

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

b.07

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

Board of Trustees: Date: September 14, 2023

To the Superintendent of Schools

Subject: **Notice of Contract Agreement Extension for Consulting Services for PSS**

Staff Analysis: Based on Consulting Services required by Project Support Services to complete their contract obligation, we request that their service agreement be extended from July 1, 2023, thru June 30, 2024. There are no additional fees associated with this extension request. The projects that will be included in this extension request are: Russo/McEntee (Shields) Elementary School, Linda Vista Elementary School, Cassell Elementary School, San Antonio Elementary School, Ocala, George, Adelante I (Rogers), and other various sites that require DSA certified closeouts.

Recommendation: Staff recommends the Board of Trustees approve the contract time extension request for PSS from July 1, 2023 thru June 30, 2024.

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

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

To the Board of Trustees:

Recommended Approval
b.07
Agenda Placement

Meeting: September 14, 2023
Regular Board Meeting

K Bauer
Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

PROJECT SUPPORT SERVICES

Contact: Natassia Melendrez
Email: Natassia@psscert.com
Cell: 909.538.3053
Office: 714.602.8400

9/6/2023

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

Re: DSA Project Closeout Management Services Contract Extension

Mr Chheng:

Please find Project Support Services (PSS) Service Agreement extension request for the period of July 1, 2023 thru June 30, 2024.

The Agreement includes Exhibits, one being PSS fee's for completing work at multiple projects sites, which corresponds with the agreement duration. We understand that the following project are included in the scope of work under the Agreement Extension:

1. 68407 Shield Elementary School
2. 53482 Linda Vista Elementary School
3. 01-102388 Cassell Elementary School
4. 01-103288 Linda Vista Elementary School
5. 01-106279 San Antonio Elementary School
6. 01-101678 Various Sites
7. 01-101742 Ocala, George & Rogers
8. 01-104462 Joseph George Middle School

Respectfully,
Project Support Services

x Natassia R. Melendrez

Natassia Melendrez
President & CEO
Project Support Services Inc.

6.08

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

Board of Trustees: Date: September 14, 2023

To the Superintendent of Schools

Subject: **Notice of Contract Agreement Extension for Architectural Services for LPA. Inc.**

Staff Analysis: Based on Architectural Services required by LPA, Inc. to complete their contract obligation, we request that their service agreement be extended from July 1, 2023, thru December 31, 2023. There are no additional fees associated with this extension request. The project that is included in this extension request is the completion of the Facilities Master Plan.

Recommendation: Staff recommends the Board of Trustees approve the contract time extension request for LPA, Inc. from July 1, 2023 thru December 31, 2023.

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

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

To the Board of Trustees: Meeting: September 14, 2023
Regular Board Meeting

Recommended Approval

6.08
Agenda Placement

Hilaria Bauer
Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

AMENDMENT NO. 1
TO AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN ALUM ROCK UNION SCHOOL DISTRICT AND LPA, INC.

In connection with the Agreement ("Agreement") for Consulting Services entered Sept. 8, 2022 by and between Alum Rock Union School District ("District") and LPA, Inc. ("Consultant"), District and Consultant hereby amend the Agreement as follows:

The term of the Agreement shall be extended from July 1, 2023 to Dec. 31, 2023.

Effective Date of Amendment. This Amendment No. 1 shall be dated and in full force and effect on the date signed by District as indicated below.

No Other Changes; Entire Agreement. All provisions of the Agreement not specifically changed herein remain in full force and effect. This amendment, together with the Agreement, sets forth the entire understanding of the parties hereto relating to the subject matter hereof. Further provided that, if any term or provision of this amendment shall be in conflict with any term or condition of the Agreement or any attachments thereto, the provisions of this amendment shall control.

Execution. This amendment has been entered into in the State of California and its validity, construction, interpretation and legal effect shall be governed by the laws of the State of California.

In witness whereof, the parties hereto set forth their names and signatures below.

LPA, INC.	ALUM ROCK UNION SCHOOL DISTRICT
Date:_____	Date:_____
By:_____	By:_____
Title:_____	Title:_____

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

6.09

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

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

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

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

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

The following individual has applied for the vacant position:
Ryan Fontanilla PTA

Recommendation: Staff has reviewed the application and recommend that the Board appoint accordingly the following applicant to the CBOC:

Ryan Fontanilla PTA

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

To the Board of Trustees: Meeting: September 14, 2023
Regular Board Meeting

Recommend Approval

6.09
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

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

On July 10, 2008, the Board of Trustees approved the formation of the Oversight Committee and Bylaws; on August 14, 2008, the Board adopted and certified a resolution to officially enter the minutes of the election results.
With the voters of Alum Rock Union Elementary School District, Measure I was passed on June 7, 2016, a $140 million Facilities Bond, followed with passing of Measure S, a $71.5 million on November 8, 2022 to continue to fund school renovations, construction and build below-market teacher/staff rental housing. This is an application for Citizens' Oversight Committee (COC) consideration.

Printed Name of Applicant RYAN FONTANILLA

Application for Appointment

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

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

Term: 2 year term*

***commencing as of the date of appointment by the Board**

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

Signature rfontanilla

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

Citizens' Oversight Committee Membership:

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

_____Business Representative

Company Name:_____

_____Member of Taxpayer Organization

Org. Name:_____

✓ Active PTA, Site Council, School District

Name of PTA/SSC: Adelante PTA
Delia Oseguera - President
del3ose@gmail.com

_____Active member of Senior Citizen Group

Group Name:_____

✓ Parent/Guardian of a School District Student

Student/School Name:_____

_____Community at Large (2)

Community Name:_____

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

General Information:

Name: RYAN FONTANILLA

Home Address: 415 FENTON ST.

SAN JOSE, CA Zip: 95127

Home Telephone: (408) 373-5721 E-mail: rfontanilla@me.com

Employer Information:

Name of Employer: Not currently employed

Work Address: _____

_____

Work Telephone: _____ E-mail:_____

Educational Background:

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

College and/or University: Arizona State University

Degree/Major: Psychology

Vocational and/or Other Institutions: _____

Additional Information:

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

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

District Advisory Committe Representative for Adelante I

School Year: '22/'23

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

_____ Yes ✓ No If yes, please explain:

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

_____ Yes ✓ No

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

Board Member - Veggieltuion

Volunteer / HR Intern - Sacred Heart Nativity School

President, Treasurer, Volunteer - Adelante PTA

Volunteer - Martha's Kitchen

Qualifications:

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

See attachment

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

See attachment

Please Answer the following Questions:

1. How long have you been a resident within the District? 36 Years _____ Months

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

   Which schools: Adelante I

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

   ____ Yes ✓ No If yes, please explain: _____

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

See attachment

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

   ✓ Yes _____ No

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

   ✓ Yes _____ No If no, please explain.

_____

_____

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

   ✓ Yes _____ No

Certificate of Application:

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

Signature: rfontanilla Date: 10/07/2023

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

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

7.01

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

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

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

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

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

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

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

To the Board of Trustees: Meeting: September 14, 2023
Regular Board Meeting

Recommend Approval

7.01
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Alum Rock Union Elementary School District

Field Trip Information Sheet

Overnight Field Trips are in BOLD

Field Trips for Board Approval: September 14, 2023

School	Field Trip Event	City, and County	Date	Grade	# of classes	Budget (coding)	Purpose: (academic standard the trip supports)
Russo/McEntee	O'Neil Sea Odyssey	Santa Cruz,CA	11/02/2023	4th	1	060-9010-05835-00-1100-1000-000000-320-2320	Students will experience hands-on science learning with a focus on marine ecology and navigation
Russo/McEntee	O'Neil Sea Odyssey	Santa Cruz, CA	12/07/2023	4th	1	060-9010-05835-00-1100-1000-000000-320-2320	Students will experience hands-on science learning with a focus on marine ecology and navigation
Russo/McEntee	Roaring Camp	Felton, CA	10/11/2023	1st	2	Admission - $1517 060-9010-05808-00-1110-1000-000000-320-2320 Bus - $884.40 - 060-9010-0-5835-00-1110-1000-000000-320-2320	To understand how redwood trees reproduce. To experience a train ride and understand how redwood ecosystems were changed by logging and human development.
Russo/McEntee	Roaring Camp	Felton, CA	10/11/2023	2nd SDC	3	Admission - $3,098.95 - 060-9010-05808-00-1110-1000-000000-320-2320 Bus - $1312.40 - 060-9010-0-5835-00-1110-1000-000000-320-2320	To understand how redwood trees reproduce. To experience a train ride and understand how redwood ecosystems were changed by logging and human development.
Various Schools	The 56th Annual California Native American Day Celebration	Sacramento, CA	09/22/2023	3rd - 8th	60 students	010-0000-0-5720-00-1110-1000-010200-360-7390	To increase awareness and knowledge of Indigenous cultures within our community.

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

7.02

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: August 31, 2023

Subject: **Resolution No. 15-23/24, Regarding Sufficiency or Insufficiency of Instructional Materials**

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

Recommendation: Staff recommends approval of Resolution No. 15-23/24, Sufficiency of Instructional Materials as presented.

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

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

To the Board of Trustees: Meeting: September 14, 2023
Regular Board Meeting

Recommend Approval

7.02
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

RESOLUTION No. 15-23/24
REGARDING SUFFICIENCY OR INSUFFICIENCY OF INSTRUCTIONAL MATERIALS

WHEREAS, the Governing Board of Alum Rock Union School District, in order to comply with the requirements of *Education Code Section 60119* held a public hearing September 14, 2023 at 5:30 p.m., which is on or before the eighth week of school (between the first day that students attend school and the eighth week from that day) and which did not take place during or immediately following school hours, and;

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

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

FOR A FINDING OF SUFFICIENT INSTRUCTIONAL MATERIALS:

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

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

WHEREAS, between 2008-2009 through **2023-2024** fiscal years, the definition of "sufficient textbooks or instructional materials" also means that all students who are enrolled in the same course within the Alum Rock Union School District, have standards-aligned textbooks or instructional materials from the same adoption cycle, and;

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

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

THEREFORE, IT IS RESOLVED that for the **2023-2024** school year, the Alum Rock Union School District has provided each student with sufficient textbooks and instructional materials aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks.

PASSED AND ADOPTED this 14th day of September 2023, by the Board of Trustees of the Alum Rock Union School District, County of Santa Clara, State of California.

Ayes _____ Noes _____ Absent _____ Abstain _____

Board of Trustees:

Minh Pham, President _____

Corina Herrera–Loera, Vice President _____

Andres Quintero, Board Clerk _____

Andrea Flores Shelton, Member _____

Linda Chavez, Member _____

I HEREBY CERTIFY that the foregoing resolution was duly and regularly introduced, passed, and adopted by the members of the Board of Trustees of the Alum Rock Union School District at a public meeting of said Board held on September 14, 2023.

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

2023-2024	Language Arts				Mathematics			2023-2024	History/Social Science			Science			English Language Development		
	CORE	Supplemental	Assessment		CORE	Supplemental	Assessment		CORE	Supplemental	Assessment	CORE	Supplemental	Assessment	CORE	Supplemental	Assessment
PK	Special Education	Learning Without Tears	Handwriting without T	DRDP, teacher Created, progress toward IEP goals	Math Shelf	Seesaw	DRDP, Teacher created, progress toward IEP goals	PK	Special Education						Learning Without Tears		
TK	General Education RSP SDC Spanish Dual Immersion	Benchmark Ready to Advance Striving Readers Read Well	Handwriting Without Tears the above programs plus: Imagine Español	Foundational Skills: ESGI, Imagine Learning	EnVision Math Shelf	Seesaw Nearpod Imagine Learning	ESGI	TK	General Education RSP SDC Spanish Dual Immersion		Seesaw/Nearpod		Seesaw/Nearpod				ELAS status occurs when student turns 5 and then follows K guidelines
K	General Education RSP SDC Spanish Dual Immersio	Benchmark Advance Striving Readers Read Well Benchmark Adelante	Seesaw Nearpod Guided Reading RAZ+ MobyMax Imagine Learning - the above programs plus: Imagine Español	Foundational Skills: ESGI Leveler: Benchmark Level Screener Formative Assessments: Illuminate Fastbridge ,Imagine Learning	EnVision EnVision Math Shelf EnVision	Seesaw Nearpod Imagine Learning MobyMax	Formative Assessment Illuminate Fastbridge Diagnostic :Station Formative Assessment: Illuminate Fastbridge	K	General Education RSP SDC Spanish Dual Immersio	Studies Weekly	Asynchronous MobyMax	Formative Assessment: Illuminate	Foss Foss	Asynchronous MobyMax	Formative Assessment Illuminate	Benchmark Advance (integrated and designated)	Imagine Learning (newcomers & 1s)	Progress Monitoring Illuminate Initial and Summative ELPAC
1	General Education RSP SDC Spanish Dual Immersio	Benchmark Advance Striving Readers Read Well Benchmark Adelante	Seesaw Nearpod Guided Reading: RAZ+ MobyMax Imagine Learning - Language and Literacy the above programs plus: Imagine Español	Foundational Skills: ESGI Leveler: Benchmark Level Screener Formative Assessments: Illuminate Fastbridge Imagine Learning (Literacy and Math)	EnVision	Seesaw Nearpod Imagine Learning MobyMax	Formative Assessment Illuminate Fastbridge Diagnostic :Station Formative Assessment Illuminate Fastbridge	1	General Education RSP SDC Spanish Dual Immersio	Studies Weekly	Asynchronous MobyMax	Formative Assessment: Illuminate	Foss Foss	Asynchronous MobyMax	Formative Assessment Illuminate	Benchmark Advance (integrated and designated)	Imagine Learning (newcomers & 1s)	Progress Monitoring Illuminate Initial and Summative ELPAC
2	General Education RSP SDC Spanish Dual Immersio	Benchmark Advance Benchmark Steps to Advance Read Well Benchmark Adelante	Seesaw Nearpod Guided Reading RAZ+ MobyMax Imagine Learning - Language and Literacy the above programs plus: Imagine Español	Foundational Skills: ESGI Leveler: Benchmark Level Screener, Imagine Learning Formative Assessments: Illuminate Fastbridge	EnVision	Seesaw Nearpod Imagine Learning MobyMax	Formative Assessment: Illuminate Fastbridge Diagnostic :Station Formative Assessment: Illuminate Fastbridge	2	General Education RSP SDC Spanish Dual Immersio	Studies Weekly	Asynchronous: MobyMax	Formative Assessment: Illuminate	Foss Foss	Asynchronous: MobyMax	Formative Assessment Illuminate	Benchmark Advance (integrated and designated)	Imagine Learning (newcomers & 1s) BrainPop EL Nearpod EL	Progress Monitoring: Illuminate Initial and Summative ELPAC
3	General Education RSP SDC Spanish Dual Immersio	Benchmark Advance Benchmark Steps to Advance Read Well Benchmark Adelante	Seesaw Nearpod Guided Reading: RAZ+ MobyMax the above programs plus: Imagine Español	Leveler: Benchmark Level Screener Formative Assessments: Illuminate Fastbridge, IABs	EnVision	Seesaw/Nearpod/Levered/M	Formative Assessment: Illuminate Fastbridge, SBAC IABs	3	General Education RSP SDC Spanish Dual Immersio	Studies Weekly	Asynchronous: MobyMax	Formative Assessment: Illuminate	Foss	Asynchronous MobyMax	Formative Assessment. Illuminate	Benchmark Advance (integrated and designated)	Imagine Learning (newcomers & 1s) BrainPop EL Nearpod EL	Progress Monitoring Illuminate Initial and Summative ELPAC
4	General Education RSP SDC Spanish Dual Immersio	Benchmark Advance Benchmark Steps to Advance Language Live Benchmark Adelante	Seesaw Nearpod Guided Reading: RAZ+ MobyMax the above programs plus: Imagine Español	Leveler: Benchmark Level Screener Formative Assessments: Illuminate Fastbridge, IABs	EnVision	Seesaw/Nearpod/Levered/M	Formative Assessment: Illuminate Fastbridge, SBAC IABs	4	General Education RSP SDC Spanish Dual Immersio	Studies Weekly	Asynchronous: MobyMax	Formative Assessment: Illuminate	Foss	Asynchronous MobyMax	Formative Assessment: Illuminate	Benchmark Advance (integrated and designated)	Imagine Learning (newcomers & 1s) BrainPop EL Nearpod EL Listenwise	Progress Monitoring. Illuminate Initial and Summative ELPAC
5	General Education RSP SDC Spanish Dual Immersio	Benchmark Advance Benchmark Steps to Advance Language Live Benchmark Adelante	Seesaw Nearpod Guided Reading: B the above programs plus: Imagine Español	Leveler: Benchmark Level Screener Formative Assessments: Illuminate Fastbridge, IABs	EnVision	Seesaw/Nearpod/Levered/M	Formative Assessment: Illuminate Fastbridge, SBAC IABs	5	General Education RSP SDC Spanish Dual Immersio	Studies Weekly	Asynchronous MobyMax	Formative Assessment. Illuminate	Foss	Asynchronous MobyMax	Formative Assessment: Illuminate	Benchmark Advance (integrated and designated)	Imagine Learning (newcomers & 1s) BrainPop EL Nearpod EL Listenwise	Progress Monitoring Illuminate Initial and Summative ELPAC
6	General Education RSP SDC Spanish Dual Immersio	StudySync Language Live and StudySync Language Live StudySync	Seesaw/Nearpod/Mobyl	Formative Assessments: Illuminate Fastbridge, IABs Formative Assessments: Illuminate Fastbridge, IABs Diagnostic :Station	CPM TransMath for Special Ed	Seesaw Nearpod Levered MobyMax Elevation	Formative Assessment: Illuminate Fastbridge, SBAC IABs	6	General Education RSP SDC Spanish Dual Immersio	TCI History Alive McGraw Hill Impac	Asynchronous MobyMax	Formative Assessment: Illuminate	STEMScopes	Asynchronous MobyMax	Formative Assessment: Illuminate	English 3D Newcomers: Everyday English StudySync (integrated and designated)	Imagine Learning (newcomers & 1s) BrainPop EL Nearpod EL Listenwise	Progress Monitoring Illuminate Initial and Summative ELPAC
7	General Education RSP SDC Spanish Dual Immersio	StudySync Language Live and StudySync Language Live StudySync	Seesaw/Nearpod/Mobyl	Formative Assessments: Illuminate, IABs Formative Assessments: Illuminate Fastbridge, IABs Diagnostic :Station	CPM TransMath for Special Ed	Seesaw Nearpod Levered MobyMax Elevation	Formative Assessment. Illuminate Fastbridge, SBAC IABs	7	General Education RSP SDC Spanish Dual Immersio	TCI History Alive McGraw Hill Impac	Asynchronous: MobyMax	Formative Assessment: Illuminate	STEMScopes	Asynchronous: MobyMax	Formative Assessment: Illuminate	English 3D Newcomers Everyday English StudySync (integrated and designated)	Imagine Learning (newcomers & 1s) BrainPop EL Nearpod EL Listenwise	Progress Monitoring: Illuminate Initial and Summative ELPAC
8	General Education RSP SDC Spanish Dual Immersio	StudySync Language Live and StudySync Language Live StudySync	Seesaw/Nearpod/Mobyl	Formative Assessments: Illuminate, IABs Formative Assessments: Illuminate Fastbridge, IABs Diagnostic :Station	CPM, MVP (HS integrated), TransMath for Special Ed	Seesaw Nearpod Levered MobyMax Elevation	Formative Assessment Illuminate Fastbridge, SBAC IABs	8	General Education RSP SDC Spanish Dual Immersio	TCI History Alive McGraw Hill Impac	Asynchronous: MobyMax	Formative Assessment: Illuminate	STEMScopes	Asynchronous MobyMax	Formative Assessment Illuminate	English 3D Newcomers. Everyday English StudySync (integrated and designated)	Imagine Learning (newcomers & 1s) BrainPop EL Nearpod EL Listenwise	Progress Monitoring Illuminate Initial and Summative ELPAC

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

7.03

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: September 05, 2023

Subject: **Consolidated Application and Reporting System (CARS) 2021/22, 2022/23, and 2023/24 Reporting and 2023-2024 Application for Funding**

Staff Analysis: The Consolidated Application and Reporting System is the fiscal mechanism used by the California Department of Education (CDE) to distribute categorical funds from various state and federal programs to county offices, school districts, and charter schools throughout California. Annually, Alum Rock Union Elementary School District submits CARS to the CDE to document participation in these programs and to assure that our district will comply with the legal requirements of each program.

Recommendation: Staff recommends approval of CARS 2021/22, 2022/23, and 2023/24 Reporting and 2023-2024 Application for Funding

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

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

To the Board of Trustees: Meeting: September 14, 2023
Regular Board Meeting

Recommend Approval

7.03
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

2021–22 Title II, Part A Fiscal Year Expenditure Report, 24 Months

A report of year-to-date expenditures by activity. Activity period covered is July 1, 2021 through June 30, 2023.

CDE Program Contact:

Alice Ng (Fiscal), Division Support Office, ANg@cde.ca.gov , 916-323-4636
Lisa Fassett (Program), Professional Learning Support & Monitoring Office, LFassett@cde.ca.gov, 916-323-4963

2021–22 Title II, Part A allocation	$343,707
Transferred–in amount	$0
Transferred–out amount	$0
2021–22 Total allocation	$343,707

Professional Development Expenditures

Professional development for teachers	$57,411
Professional development for administrators	$0
Consulting/Professional services	$29,622
Induction programs	$0
Books and other supplies	$0
Dues and membership	$0
Travel and conferences	$2,843

Personnel and Other Authorized Activities

Certificated personnel salaries	$0
Classified personnel salaries	$0
Employee benefits	$0
Developing or improving an evaluation system	$0
Recruitment activities	$0
Retention activities	$0
Class size reduction	$224,745

Program Expenditures

Direct administrative costs	$0
Indirect costs	$22,244
Equitable services for nonprofit private schools	$6,842
Total expenditures	$343,707
2021–22 Unspent funds	$0

Warning

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2021–22 Title III English Learner YTD Expenditure Report, 24 Months

A report of year-to-date (YTD) expenditures by activity. Activity period covered is July 1, 2021 through June 30, 2023.

CDE Program Contact:
Annie Abreu Park, Language Policy and Leadership Office, AAbreuPark@cde.ca.gov, 916-319-9620
Geoffrey Ndirangu, Language Policy and Leadership Office, GNdirang@cde.ca.gov, 916-323-5831

Required and authorized Title III English Learner (EL) student program activities

An eligible entity receiving funds under the Every Student Succeeds Act section 3115 (c)-(d) shall use the funds for the supplementary services as part of the language instruction program for EL students.

2021–22 Title III EL student program allocation	$433,472
Transferred-in amount	$0
2021–22 Total allocation	$433,472
Object Code - Activity	
1000–1999 Certificated personnel salaries	$59,357
2000–2999 Classified personnel salaries	$3,148
3000–3999 Employee benefits	$13,997
4000–4999 Books and supplies	$181,465
5000–5999 Services and other operating expenditures	$150,512
Direct administrative costs (amount cannot exceed 2% of the student program allocation plus transferred-in amount)	$0
Indirect costs (LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)	$24,993
Total year-to-date expenditures	$433,472
2021–22 Unspent funds	$0

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2022–23 Title I, Part A Nonprofit Private School Students Served

This report collects nonprofit private school eligible students served by grade level (receiving Title I, Part A equitable services).

CDE Program Contact:
Sylvia Hanna, Title I Policy, Program, and Support Office, SHanna@cde.ca.gov, 916-319-0948
Rina DeRose, Title I Policy, Program, and Support Office, RDeRose@cde.ca.gov, 916-323-0472

Students Served Count by Grade

Kindergarten Student Count	3
Grade 1 Student Count	0
Grade 2 Student Count	5
Grade 3 Student Count	1
Grade 4 Student Count	3
Grade 5 Student Count	3
Grade 6 Student Count	1
Grade 7 Student Count	4
Grade 8 Student Count	3
Grade 9 Student Count	
Grade 10 Student Count	
Grade 11 Student Count	
Grade 12 Student Count	
Students Served Total	23

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2022–23 Title II, Part A Fiscal Year Expenditure Report, 12 Months

A report of year-to-date expenditures by activity. Activity period covered is July 1, 2022 through June 30, 2023.

CDE Program Contact:
Alice Ng (Fiscal), Division Support Office, ANg@cde.ca.gov , 916-323-4636
Lisa Fassett (Program), Professional Learning Support & Monitoring Office, LFassett@cde.ca.gov, 916-323-4963

2022–23 Title II, Part A allocation	$406,615
Transferred–in amount	$0
Transferred–out amount	$0
2022–23 Total allocation	$406,615

Professional Development Expenditures

Professional development for teachers	$101,489
Professional development for administrators	$0
Consulting/Professional services	$44,470
Induction programs	$0
Books and other supplies	$0
Dues and membership	$0
Travel and conferences	$17,003

Personnel and Other Authorized Activities

Certificated personnel salaries	$0
Classified personnel salaries	$0
Employee benefits	$0
Developing or improving an evaluation system	$0
Recruitment activities	$0
Retention activities	$0
Class size reduction	$0

Program Expenditures

Direct administrative costs	$0
Indirect costs	$8,077
Equitable services for nonprofit private schools	$1,879
Total expenditures	$172,918
2022–23 Unspent funds	$233,697

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2022–23 Title III English Learner YTD Expenditure Report, 12 Months

A report of year-to-date (YTD) expenditures by activity. Activity period covered is July 1, 2022 through June 30, 2023.

CDE Program Contact:
Annie Abreu Park, Language Policy and Leadership Office, AAbreuPark@cde.ca.gov, 916-319-9620
Geoffrey Ndirangu, Language Policy and Leadership Office, GNdirang@cde.ca.gov, 916-323-5831

Required and authorized Title III English Learner (EL) student program activities

An eligible entity receiving funds under the Every Student Succeeds Act section 3115 (c)-(d) shall use the funds for the supplementary services as part of the language instruction program for EL students.

2022–23 Title III EL student program allocation	$455,495
Transferred-in amount	$0
2022–23 Total allocation	$455,495
Object Code - Activity	
1000–1999 Certificated personnel salaries	$7,372
2000–2999 Classified personnel salaries	$2,175
3000–3999 Employee benefits	$2,351
4000–4999 Books and supplies	$67,641
5000–5999 Services and other operating expenditures	$47,100
Direct administrative costs (amount cannot exceed 2% of the student program allocation plus transferred-in amount)	$0
Indirect costs (LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)	$6,207
Total year-to-date expenditures	$132,846
2022–23 Unspent funds	$322,649

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2022–23 Title III English Learner Nonprofit Private School Reimbursement

The purpose of this data collection form is to capture the actual documentable number of nonprofit private school English learner students who received Title III English learner services during the reported fiscal year.

CDE Program Contact:

Annie Abreu Park, Language Policy and Leadership Office, AAbreuPark@cde.ca.gov, 916-319-9620
Geoffrey Ndirangu, Language Policy and Leadership Office, GNdirang@cde.ca.gov, 916-323-5831

Total English learner students served	0

Warning
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2022–23 Homeless Education Policy, Requirements, and Implementation

The purpose of this data collection is to meet federal requirements specified in 42 United States Code 11431 et seq. (Education for Homeless Children and Youths Act) and some federal requirements in Title I, Part A of the Elementary and Secondary Education Act (ESEA). This collection includes monitoring local educational agencies (LEAs) and their compliance with key provisions of the Education for Homeless Children and Youths Act including the collection of contact information for each required designated LEA's homeless liaison.

CDE Program Contact:

Leanne Wheeler, Integrated Student Support and Programs Office, LWheeler@cde.ca.gov, 916-319-0383
Karmina Barrales, Integrated Student Support and Programs Office, KBarrales@cde.ca.gov , 916-327-9692

Homeless Education Certification

The LEA hereby assures that the LEA has met the following requirements:

1. Designated a staff person as the liaison for homeless children and youths;

2. Developed a written policy that supports the enrollment and retention of homeless children and youths in schools of the LEA which:

a) Includes policies and practices to ensure that homeless children and youths are not stigmatized or segregated on the basis of their status as homeless;

b) Includes a dispute resolution process;

c) Ensures that transportation is provided for a homeless child or youth to and from the school of origin if requested by the parent, guardian or homeless liaison;

3. Disseminated public notice of the educational rights of homeless children and youths where such children and youths receive services under the provisions of the Education for Homeless Children and Youths Act.

Homeless Liaison Contact Information

Homeless liaison first name	Dr. Imee
Homeless liaison last name	Almazan
Homeless liaison title	Director of Student Services
Homeless liaison email address (Format: abc@xyz.zyx)	imee.almazan@arusd.org
Homeless liaison telephone number (Format: 999-999-9999)	408-928-6800
Homeless liaison telephone extension	6947
Enter the full-time equivalent (FTE) for all personnel directly responsible for the implementation of homeless education (Format: 0.00)	1.5

Homeless Liaison Training Information

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2022–23 Homeless Education Policy, Requirements, and Implementation

The purpose of this data collection is to meet federal requirements specified in 42 United States Code 11431 et seq. (Education for Homeless Children and Youths Act) and some federal requirements in Title I, Part A of the Elementary and Secondary Education Act (ESEA). This collection includes monitoring local educational agencies (LEAs) and their compliance with key provisions of the Education for Homeless Children and Youths Act including the collection of contact information for each required designated LEA's homeless liaison.

CDE Program Contact:

Leanne Wheeler, Integrated Student Support and Programs Office, LWheeler@cde.ca.gov, 916-319-0383
Karmina Barrales, Integrated Student Support and Programs Office, KBarrales@cde.ca.gov , 916-327-9692

Has the homeless liaison attended and/or participated in a homeless education liaison training within the last two years	Yes
Has the homeless liaison provided training to the following personnel:	
Principals and other school leaders	No
Attendance officers and registrars	No
Teachers and instructional assistants	No
School counselors	No

Homeless Education Policy and Requirements

Does the LEA have a written homeless education policy	Yes
No policy comment Provide an explanation why the LEA does not have a homeless education policy. (Maximum 500 characters)	
Date LEA's board approved the homeless education policy	01/14/2021
Does the LEA meet the above federal requirements	Yes
Compliance comment Provide an explanation why the LEA does not comply with federal requirements. (Maximum 500 characters)	

Housing Questionnaire Identifying Homeless Children

Does your LEA use a housing questionnaire to assist with the identification of homeless children and youth	Yes
Does the housing questionnaire include best practices, rights, and protections afforded to homeless children and youth	Yes
Is the housing questionnaire made available in paper form	Yes
Did your LEA administer the housing questionnaire to all student body during the school year	Yes

Title I, Part A Homeless Expenditures

2022–23 Title I, Part A LEA allocation	$2,680,773
2022–23 Title I, Part A direct or indirect services to homeless children reservation	$15,000

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2022–23 Homeless Education Policy, Requirements, and Implementation

The purpose of this data collection is to meet federal requirements specified in 42 United States Code 11431 et seq. (Education for Homeless Children and Youths Act) and some federal requirements in Title I, Part A of the Elementary and Secondary Education Act (ESEA). This collection includes monitoring local educational agencies (LEAs) and their compliance with key provisions of the Education for Homeless Children and Youths Act including the collection of contact information for each required designated LEA's homeless liaison.

CDE Program Contact:

Leanne Wheeler, Integrated Student Support and Programs Office, LWheeler@cde.ca.gov, 916-319-0383
Karmina Barrales, Integrated Student Support and Programs Office, KBarrales@cde.ca.gov , 916-327-9692

Amount of 2022–23 Title I, Part A funds expended or encumbered for direct or indirect services for homeless children	$47,050
Homeless services provided (Maximum 500 characters)	Bus tokens/passes, school uniforms, school supplies, hygiene kits, counseling services, prioritization for after-school program services
No expenditures or encumbrances comment Provide an explanation why there are no Title I, Part A expenditures or encumbrances for homeless services. (Maximum 500 characters)	

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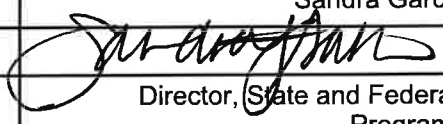
2023–24 Certification of Assurances

Submission of Certification of Assurances is required every fiscal year. A complete list of legal and program assurances for the fiscal year can be found at https://www.cde.ca.gov/fg/aa/co/ca21assurancestoc.asp.

CDE Program Contact:
Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297

Consolidated Application Certification Statement

I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and I agree to participate in the monitoring process regarding the use of these funds according to the standards and criteria set forth by the California Department of Education Federal Program Monitoring (FPM) Office. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures for this form are on file.

Authorized Representative's Full Name	Sandra Garcia
Authorized Representative's Signature	
Authorized Representative's Title	Director, State and Federal Programs
Authorized Representative's Signature Date	08/31/2023

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2023–24 Protected Prayer Certification

Every Student Succeeds Act (ESSA) Section 8524 specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

CDE Program Contact:

Miguel Cordova, Title I Policy, Program, and Support Office, MCordova@cde.ca.gov, 916-319-0381

Protected Prayer Certification Statement

The local educational agency (LEA) hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	Hilaria Bauer, Ph. D.
Authorized Representative's Title	Superintendent
Authorized Representative's Signature Date	08/30/2023
Comment If the LEA is not able to certify at this time, then an explanation must be provided in the comment field. (Maximum 500 characters)	

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2023–24 LCAP Federal Addendum Certification

CDE Program Contact:
Local Agency Systems Support Office, LCAPAddendum@cde.ca.gov, 916-323-5233

Initial Application

To receive initial funding under the Every Student Succeeds Act (ESSA), a local educational agency (LEA) must have a plan approved by the State Educational Agency on file with the State. Within California, LEAs that apply for ESSA funds for the first time are required to complete the Local Control and Accountability Plan (LCAP), the LCAP Federal Addendum Template (Addendum), and the Consolidated Application (ConApp). The LCAP, in conjunction with the Addendum and the ConApp, serve to meet the requirements of the ESSA LEA Plan.

In order to initially apply for funds, the LEA must certify that the current LCAP has been approved by the local governing board or governing body of the LEA. As part of this certification, the LEA agrees to submit the LCAP Federal Addendum, that has been approved by the local governing board or governing body of the LEA, to the California Department of Education (CDE) and acknowledges that the LEA agrees to work with the CDE to ensure that the Addendum addresses all required provisions of the ESSA programs for which they are applying for federal education funds.

Returning Application

If the LEA certified a prior year LCAP Federal Addendum Certification data collection form in the Consolidated Application and Reporting System, then the LEA may use in this form the same original approval or adoption date used in the prior year form.

County Office of Education (COE) or District For a COE, enter the original approval date as the day the CDE approved the current LCAP. For a district, enter the original approval date as the day the COE approved the current LCAP	06/22/2023
Direct Funded Charter Enter the adoption date of the current LCAP	
Authorized Representative's Full Name	Sandra Garcia
Authorized Representative's Title	Director, State and Federal Programs

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2023–24 Application for Funding

CDE Program Contact:
Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297

Local Governing Board Approval

The local educational agency (LEA) is required to review and receive approval of their Application for Funding selections with their local governing board.

By checking this box the LEA certifies that the Local Board has approved the Application for Funding for the listed fiscal year	Yes

District English Learner Advisory Committee Review

Per Title 5 of the California Code of Regulations Section 11308, if your LEA has more than 50 English learners, then the LEA must establish a District English Learner Advisory Committee (DELAC) which shall review and advise on the development of the application for funding programs that serve English learners.

By checking this box the LEA certifies that parent input has been received from the District English Learner Committee (if applicable) regarding the spending of Title III funds for the listed fiscal year	Yes

Application for Categorical Programs

To receive specific categorical funds for a school year, the LEA must apply for the funds by selecting Yes below. Only the categorical funds that the LEA is eligible to receive are displayed.

Title I, Part A (Basic Grant) ESSA Sec. 1111 et seq. SACS 3010	Yes
Title II, Part A (Supporting Effective Instruction) ESEA Sec. 2104 SACS 4035	Yes
Title III English Learner ESEA Sec. 3102 SACS 4203	Yes
Title III Immigrant ESEA Sec. 3102 SACS 4201	Yes
Title IV, Part A (Student and School Support) ESSA Sec. 4101 SACS 4127	Yes

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2023–24 Nonprofit Private School Consultation

The local educational agency shall provide, on an equitable basis, special education services or other benefits to address the needs of eligible children and staff enrolled in nonprofit private elementary and secondary schools under the programs listed below.

CDE Program Contact:

Sylvia Hanna, Title I Policy, Program, and Support Office, SHanna@cde.ca.gov, 916-319-0948
Rina DeRose, Title I Policy, Program, and Support Office, RDeRose@cde.ca.gov, 916-323-0472

In accordance with the Every Student Succeeds Act (ESSA) sections 1117 and 8501, a local educational agency shall consult annually with appropriate private school officials and both shall have the goal of reaching agreement on how to provide equitable and effective programs for eligible private school children, teachers, and families. This applies to programs under Title I, Part A; Title I, Part C; Title II, Part A; Title III, Part A; Title IV, Part A; Title IV, Part B; and section 4631, with regard to the Project School Emergency Response to Violence Program (Project SERV).

The enrollment numbers are reported under penalty of perjury by each private school on its annual Private School Affidavit. The information in the Private School Affidavit is not verified, and the California Department of Education takes no position as to its accuracy. It is expected that districts engaged in private school consultation verify the accuracy of student enrollment data and the tax exempt status if it is being used for the purpose of providing equitable services.

Private School's Believed Results of Consultation Allowable Codes

01: meaningful consultation occurred
02: timely and meaningful consultation did not occur
03: the program design is not equitable with respect to eligible private school children

04: timely and meaningful consultation did not occur and the program design is not equitable with respect to eligible private school children

Add non-attendance area school(s)

The local educational agency is electing to add nonprofit private schools outside of the district's attendance area.

Warning
The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2023–24 Nonprofit Private School Consultation

The local educational agency shall provide, on an equitable basis, special education services or other benefits to address the needs of eligible children and staff enrolled in nonprofit private elementary and secondary schools under the programs listed below.

School Name	School Code	Enrollment	Consultation Occurred	Was Consultation Agreement Met	Signed Written Affirmation on File	Consultation Code	School Added
Most Holy Trinity School	6979371	188	Y	Y	Y	Y1	N
St. John Vianney Catholic School	6980452	364	Y	Y	Y	Y1	N
St. Thomas More	6905178	254	N				N

Warning
The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2023–24 Title III English Learner Student Program Subgrant Budget

The purpose of this data collection form is to provide a proposed budget for English learner (EL) Student Program Subgrant funds only per the Title III English Learner Students Program requirements (ESSA, Sections 3114, 3115, & 3116).

CDE Program Contact:

Annie Abreu Park, Language Policy and Leadership Office, AAbreuPark@cde.ca.gov, 916-319-9620
Geoffrey Ndirangu, Language Policy and Leadership Office, GNdirang@cde.ca.gov, 916-323-5831

Estimated Allocation Calculation

Estimated English learner per student allocation	$125.15
Estimated English learner student count	3,074
Estimated English learner student program allocation	$384,711

Note: $10,000 minimum program eligibility criteria

If the local educational agency's estimated English learner student program allocation is less than $10,000, then it does not meet the minimum program eligibility criteria for direct funding status and requires further action. To receive instructions regarding the consortium application process, please go to the California Department of Education Title III EL Consortium Details web page at https://www.cde.ca.gov/sp/el/t3/elconsortium.asp.

Budget

Professional development activities	$50,000
Program and other authorized activities	$151,503
English Proficiency and Academic Achievement	$150,000
Parent, family, and community engagement	$10,000
Direct administrative costs (Amount cannot exceed 2% of the estimated English learner student program allocation)	$0
Indirect costs (LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)	$23,208
Total budget	$384,711

Warning
The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2023–24 Title III Immigrant Student Program Subgrant Budget

The purpose of this data collection form is to provide a proposed budget for Immigrant Student Program Subgrant funds only per the Title III Immigrant Student Program requirements (ESSA, Sections 3114, 3115, & 3116).

CDE Program Contact:

Annie Abreu Park, Language Policy and Leadership Office, AAbreuPark@cde.ca.gov, 916-319-9620
Geoffrey Ndirangu, Language Policy and Leadership Office, GNdirang@cde.ca.gov, 916-323-5831

Estimated Allocation Calculation

Estimated immigrant per student allocation	$120.05
Estimated immigrant student count	508
Estimated immigrant student program allocation	$60,985

Note: Eligibility criteria

A local educational agency which has 5 or more eligible immigrant students and has experienced a significant increase of one half of 1 percent or more in eligible immigrant students enrollment in the current year, compared with the average of the two preceding fiscal years, is eligible to apply.

Budget

Authorized activities	$57,306
Direct administrative costs (Amount should not exceed 2% of the estimated immigrant student program allocation)	$0
Indirect costs (LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)	$3,679
Total budget	$60,985

Warning
The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2023–24 Substitute System for Time Accounting

This certification may be used by auditors and by California Department of Education oversight personnel when conducting audits and sub-recipient monitoring of the substitute time-and-effort system. Approval is automatically granted when the local educational agency (LEA) submits and certifies this data collection.

CDE Program Contact:
Hilary Thomson, Fiscal Oversight and Support Office, HThomson@cde.ca.gov, 916-323-0765

The LEA certifies that only eligible employees will participate in the substitute system and that the system used to document employee work schedules includes sufficient controls to ensure that the schedules are accurate.

Detailed information on documenting salaries and wages, including both substitute systems of time accounting, are described in Procedure 905 of the California School Accounting Manual posted on the web at https://www.cde.ca.gov/fg/ac/sa/.

2022–23 Request for authorization	No
LEA certifies that the following is a full disclosure of any known deficiencies with the substitute system or known challenges with implementing the system (Maximum 500 characters)	

Warning
The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

7.04

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: August 15, 2023

Subject: **THINK Together Designation of California State Preschool Program (CSPP) Facility Responsibility- Painter Elementary**

Staff Analysis: **The Memorandum of Understanding between the Alum Rock Union Elementary School District and THINK Together is a formal agreement to provide a California State Preschool Program (CSPP) within the district. Preschool services will be provided at Painter Elementary, 500 Rough & Ready Rd., San Jose, CA 95133.**

Recommendation: **Staff recommends that the Board of Trustees approve Resolution No. 07-23/24 as submitted.**

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

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

To the Board of Trustees:

Meeting: September 14, 2023
Regular Board Meeting

Recommend Approval

7.04
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

RESOLUTION NO. 07-23/24
THINK Together Designation of
California State Preschool Programs (CSPP) Facility Responsibility

WHEREAS, The Memorandum of Understanding between the Alum Rock Union Elementary School District and THINK Together is a formal agreement to provide a California State Preschool Program (CSPP) within the district. It is agreed that THINK Together will provide preschool services at Painter Elementary, 500 Rough & Ready Rd., San Jose, CA 95133;

WHEREAS, THINK Together Executive Director, Rosa Lopez, is designated to receive and submit all documents pertaining Painter Elementary, 500 Rough & Ready Rd., San Jose, CA 95133;

WHEREAS, Rosa Lopez is designated as the Administrator-Manager of the above named facility and authorized to receive any licensing documents on behalf of our Board, including reports of inspections and consultations, accusations, and civil and administrative processes;

WHEREAS, THINK Together, in coordination with the ARUESD, will offer a comprehensive, licensed preschool in the Alum Rock School Readiness Program which meets the developmental needs of the children it serves.

NOW, THEREFORE, BE IT RESOLVED, that THINK Together will secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to the fully executed MOU.

BE IT FURTHER RESOLVED, that THINK Together's designee has the authority, on behalf of the Alum Rock Board of Trustees, to submit the application to the State of California, Department of Social Services Community Care Licensing Division Agency, San Jose Child Care Program, 2580 North First Street, Suite 300, San Jose, California, 95131.

PASSED AND ADOPTED, this 14th day of September, 2023, by the Board of Trustees of the Alum Rock Union Elementary School District, County of Santa Clara, State of California:

Ayes_____ Noes_____ Absent_____ Abstain_____

Board of Trustees:

Minh Pham, President _____

Corina Herrera-Loera, Vice President _____

Andrés Quintero, Clerk _____

Andrea Flores Shelton, Member _____

Linda Chavez, Member _____

I HEREBY CERTIFY that the foregoing resolution was duly and regularly introduced, passed, and adopted by the members of the Board of Trustees of the Alum Rock Union Elementary School District at a public meeting of said Board held on September 14, 2023.

_____ _____

Hilaria Bauer, Ph.D., Superintendent Date

7.05

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

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

Subject: **California Department of Education (CDE) Amendment 01 Local Agreement for Early Education Services, for California State Preschool Programs (CSPP) within Alum Rock Union Elementary School District.**

Staff Analysis: **California Department of Education (CDE) amended, California State Preschool Program Contract (CSPP-3548), project number 43-6936-00-3. The Maximum Reimbursable Amount (MRA) amount was $1,211,345.00 and is amended to the amount of $4,246,081.00. The purpose of the grant is to provide early learning/childcare development services within Alum Rock Union Elementary School District for fiscal year 2023-2024. The changes in this Amendment to the scope of work do not alter the intent and purpose of the California Department of Education (CDE) -Early Learning and Care Division (ELCD) California State Preschool Program (CSPP) awarded contract and Alum Rock Union Elementary School District.**

Recommendation: **Staff recommends the Board of Trustees approve Amendment 01 to the California State Preschool Program Contract (CSPP-3548).**

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

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

To the Board of Trustees:

Meeting: September 14, 2023
Regular Board Meeting

Recommend Approval

7.05
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

CALIFORNIA DEPARTMENT OF EDUCATION

F.Y. 23 - 24

Amendment 01

DATE: July 01, 2023

CONTRACT NUMBER: CSPP-3548

PROGRAM TYPE: CALIFORNIA STATE PRESCHOOL PROGRAM

PROJECT NUMBER: 43-6936-00-3

LOCAL AGREEMENT FOR EARLY EDUCATION SERVICES

RFA Award

STATE AGENCY: CALIFORNIA DEPARTMENT OF EDUCATION

CONTRACTOR'S NAME: ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

This agreement with the State of California dated July 01, 2023 designated as number CSPP-3548 shall be amended in the following particulars but no others:

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be amended by deleting reference to $1,211,345.00 and inserting $4,246,081.00 in place thereof.

The current APPLICATION for California State Preschool Program (CSPP) Expansion funding for expansion services are by this reference made a part of this Agreement.

Effective January 1, 2022, the service county reimbursement rate as provided in https://www.cde.ca.gov/fg/aa/cd/documents/csppcontractrates.xlsx is applicable to the sites, as located in the service counties, approved by the Early Education Division and indicated in the Child Development Management Information System (CDMIS).

SERVICE REQUIREMENTS

Minimum Days of Operation (MDO) Requirement shall be 246 (no change).

EXCEPT AS AMENDED HEREIN all terms and conditions of the original agreement shall remain unchanged and in full force and effect.

STATE OF CALIFORNIA	CONTRACTOR
BY (AUTHORIZED SIGNATURE)	BY (AUTHORIZED SIGNATURE)
PRINTED NAME OF PERSON SIGNING: Jaymi Brown,	PRINTED NAME AND TITLE OF PERSON SIGNING: Hland Bauer, Superintendent
TITLE: Contract Manager	ADDRESS: 2930 Gay Ave San Jose, CA 95127

AMOUNT ENCUMBERED BY THIS DOCUMENT: $ 3,034,736	PROGRAM/CATEGORY (CODE AND TITLE): Early Education Programs		FUND TITLE: General	
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT: $ 1,211,345	(OPTIONAL USE) 0656 23038-6936			
TOTAL AMOUNT ENCUMBERED TO DATE: $ 4,246,081	ITEM 30.10.010. 6100-196-0001	CHAPTER B/A	STATUTE 2023	FISCAL YEAR 2023-2024
	OBJECT OF EXPENDITURE (CODE AND TITLE): 702 SACS: Res-6105 Rev-8590			
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.			T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER			DATE	

7.06

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

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

Subject: **California Department of Education (CDE) Amendment 02 Local Agreement for Early Education Services, for California State Preschool Programs (CSPP) within Alum Rock Union Elementary School District.**

Staff Analysis: **California Department of Education (CDE) amended, California State Preschool Program Contract (CSPP-2537), project number 43-6936-00-2. This Amendment is a prorated amount for fiscal year 2022-2023. The Maximum Reimbursable Amount (MRA) amount was $1,254,857.00 and is amended to the amount of $2,934,495.00. The purpose of the grant is to provide early learning/childcare development services within Alum Rock Union Elementary School District for fiscal year 2022-2023.**

Recommendation: **Information Only**

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

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

To the Board of Trustees: Meeting: September 14, 2023
Regular Board Meeting

Information Only

7.06
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

CALIFORNIA DEPARTMENT OF EDUCATION

F.Y. 22 - 23

Amendment 02

LOCAL AGREEMENT FOR EARLY EDUCATION SERVICES

RFA Award

DATE: July 01, 2022

CONTRACT NUMBER: CSPP-2537

PROGRAM TYPE: CALIFORNIA STATE PRESCHOOL PROGRAM

PROJECT NUMBER: 43-6936-00-2

STATE AGENCY: CALIFORNIA DEPARTMENT OF EDUCATION

CONTRACTOR'S NAME: ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

This agreement with the State of California dated July 01, 2022 designated as number CSPP-2537 and Amendment #01 (BUDGET ACT) shall be amended in the following particulars but no others:

The current APPLICATION for California State Preschool Program (CSPP) Expansion funding for expansion services are by this reference made a part of this Agreement.

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be amended by deleting reference to $1,254,857.00 and inserting $2,934,495.00 in place thereof.

Effective January 1, 2022, the service county reimbursement rate as provided in https://www.cde.ca.gov/fg/aa/cd/documents/csppcontractrates.xlsx is applicable to the sites, as located in the service counties, approved by the Early Education Division and indicated in the Child Development Management Information System (CDMIS).

SERVICE REQUIREMENTS

Minimum Days of Operation (MDO) Requirement shall be 246 (no change).

EXCEPT AS AMENDED HEREIN all terms and conditions of the original agreement shall remain unchanged and in full force and effect.

STATE OF CALIFORNIA	CONTRACTOR
BY (AUTHORIZED SIGNATURE)	BY (AUTHORIZED SIGNATURE)
PRINTED NAME OF PERSON SIGNING: Jaymi Brown,	PRINTED NAME AND TITLE OF PERSON SIGNING: Hilarie Bauer, Superintendent
TITLE: Contract Manager	ADDRESS: 2930 Gay Ave Sanjose, CA 95127

AMOUNT ENCUMBERED BY THIS DOCUMENT: $ 1,679,638	PROGRAM/CATEGORY (CODE AND TITLE): Early Education Programs		FUND TITLE: General	
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT: $ 1,254,857	(OPTIONAL USE) 0656 23038-6936			
TOTAL AMOUNT ENCUMBERED TO DATE: $ 2,934,495	ITEM: 30.10.010. 6100-196-0001	CHAPTER: B/A	STATUTE: 2022	FISCAL YEAR: 2022-2023
	OBJECT OF EXPENDITURE (CODE AND TITLE): 702 SACS: Res-6105 Rev-8590			
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.			T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER			DATE	

7.07

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: August 2, 2023

Subject: **California Department of Education Expenditure Quarter 4 Report, from Aptitud Community Academy at Goss Early Literacy Support Block Grant (ELSB), and Literacy Action Plan in year-two of implementation.**

Staff Analysis: **CDE has awarded Aptitud Community Academy at Goss a grant in the amount of $613,140. The purpose of the grant and supporting Board approved action plan is to strengthen, develop, and implement evidence-based literacy instruction and support in transitional kindergarten through grade three (TK-3rd) over a period of year-two implementation. In compliance with Early Literacy Support Block Grant (ELSB), the Expenditure Quarterly Report provided for reporting period Quarter 4 FY 2023, demonstrate expenditures are consistent with Aptitud Community Academy at Goss Literacy Action plan.**

Recommendation: **Information only**

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

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

To the Board of Trustees:

Information Only

7.07

Agenda Placement

Meeting: September 14, 2023
Regular Board Meeting

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Early Literacy Support Block Grant

2022–23 Year-to-Date Expenditure Signature Form

Educator Excellence and Equity Division
California Department of Education

Local Educational Agency:

Implementation Year 2 (2022–23) Grant Reporting Period:

☐ Quarter 1 (July 1, 2022 – September 30, 2022) Report Due October 31, 2022

☐ Quarter 2 (October 1, 2022 – December 31, 2022) Report Due January 31, 2023

☐ Quarter 3 (January 1, 2023 – March 31, 2023) Report Due April 28, 2023

☒ Quarter 4 (April 1, 2023 – June 30, 2023) Report Due July 31, 2023

Budget Revision Request:

A Budget Revision Request Form must be submitted if current planned expenditures exceed 10 percent on any line item. A Budget Revision must be submitted to request carryover of unspent funds. Is a budget revision needed at this time?

☐ Yes ☒ No

Please submit a signed copy of this Signature Form, along with a completed Grant Expenditure Form (Excel file) to ELSBGrant@cde.ca.gov.

By signing below, you acknowledge you have reviewed the information entered into this Signature Form and the Grant Expenditure Form (attached). By signing below, you acknowledge the data contained in this report is true and accurate, to the best of your knowledge and that any program results are supported by documented deliverables (i.e. professional development/products) on file at the local educational agency.

Grant Project Coordinator Name: Dr. Dianna Ballesteros

Grant Project Coordinator Signature: Dr. Dianna J. Ballesteros

Date Signed (if not included in electronic signature): 07/27/23

Fiscal Agent Name: Teresa DeCelles

Fiscal Agent Signature: DeCelles

Date Signed (if not included in electronic signature): 07/27/23

Local Educational Agency (LEA) Information

Early Literacy Support Block Grant
Educator Excellence and Equity Division
California Department of Education

LEA Information	Please Type LEA Information Below
LEA Name:	Alum Rock Union School District
Project Coordinator:	Dr. Dianna Ballesteros
Project Coordinator Telephone Number:	408-928-7290
Project Coordinator Email Address:	dianna.ballesteros@arusd.org
Fiscal Agent Contact:	Teresa DeCelles
Fiscal Agent Telephone Number:	408-928-6856
Fiscal Agent Email Address:	teresa.decelles@arusd.org

Quarter 4 Budget Narrative Form

Implementation Year 2 Quarter 4 (April 1 - June 30)

Early Literacy Support Block Grant
Educator Excellence and Equity Division
California Department of Education

Object Code	Object Code Description	Description	School Site or LEA Name	Expenditures
1000	**Certificated Salaries**	Salary for Literacy Coach, Melissa Gonzalez ($23,738.19) and Extended Duty Pay for Teachers including Professional Development for participation in bimonthly site meetings to address planning and data analysis (Ida Harl, Rebecca Berry, Melissa Gonzalez, Monica Korten, Cristopher Ampie and Kari Roemer worked a total of 44 hours @ $48.43 per hour = $2,130.96).		$25,869.15
2000	**Classified Salaries**			$0.00
3000	**Employee Benefits**	Related Benefits for Literacy Coach and Extended Duty Pay ($9,532.14).		$9,532.14
4000	**Books and Supplies**	Intervention lesson supplies and materials for daily lessons ($246.77).		$246.77
5000	**Services and Other Operating Expenditures (excluding Subagreements for Services 5100)**			$0.00
5100	**Subagreements for Services (not subject to indirect costs)**			$0.00
5200	**Participant Travel/ Project Staff Travel**			$0.00
5800	**Professional/Consulting Services & Operating Expenses**			$0.00
6000	**Capital Outlay (not subject to indirect costs)**			$0.00
7000	**Indirect Costs**	4.90%	Aptitud	$1,746.75
Totals	**Totals calculate automatically**			**$37,394.81**

Dropbox Sign

Audit trail

Title	ELSB
File name	SIGNATURE REQUIRE...ature Form DR.pdf
Document ID	a880d7e28f105220234e823d44ba4a6d11e74b4f
Audit trail date format	MM / DD / YYYY
Status	Signed

Document History

SENT	**07 / 27 / 2023** 21:56:29 UTC	Sent for signature to Dr. Dianna Ballesteros (dianna.ballesteros@arusd.org) from maria.espinoza@arusd.org IP: 206.213.189.98
VIEWED	**07 / 27 / 2023** 22:04:54 UTC	Viewed by Dr. Dianna Ballesteros (dianna.ballesteros@arusd.org) IP: 206.213.189.6
SIGNED	**07 / 27 / 2023** 22:05:12 UTC	Signed by Dr. Dianna Ballesteros (dianna.ballesteros@arusd.org) IP: 206.213.189.6
COMPLETED	**07 / 27 / 2023** 22:05:12 UTC	The document has been completed.

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

8.01

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

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

Subject: Request for Approval of RFP#2023-CNS05 Meat Products for 2023-2024 School Year

Staff Analysis: Child Nutrition Services Program (CNS) solicited RFP for Meat Products for school year 2023-24 following the federal competitive bid procedures to obtain the best service and meat products that are natural, sustainable and humanly raised to support child feeding programs. RFP for Meat Products for school year 2023-24 was publicized for two weeks via San Jose Mercury News and was mailed to Certified Piedmontese, Corfinii Gourmet, Cream Co. Meat LLC, Encina Farms, Five Dot Ranch, Foster Farms, Gold Star, Golden Gate Meats, Pitman Family Farms, Sierra Meats, Tyson Foods. On bid opening day, August 18th, we received two RFPs from Gold Star and Cream Co. that met all RFP requirements.

Recommendation: CNS staff recommends awarding the food products bid and contract for RFP#2023-CNS03 for 2023-2024 to Cream Co. Meat LLC. 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 KC Title: Assistant Superintendent, Business Services

To the Board of Trustees: Meeting: September 14, 2023

Recommend Approval

8.01
Agenda Placement

KC HBauer
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: Cream Co. Meats LLC

Address: 700 Julie Ann Way City: Oakland State: CA Zip: 94621

Phone: (510) 407-4848 Email: sam@creamcomeats.com

SSN: _____ Fed I.D. #: _____

CONTRACT TERM: start dates September 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.)

Vendor will provide natural, sustainable and humanely raised meat products - hamburger patties, hot dog links, chicken thighs and pork shoulders to meet nutritional requirements. Products are delivered to warehouse and five middle school kitchens 2x/month

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: 130-5310-0-4700-00-0000-3700-000000-480-3700 / _____ 9/1/23
Accountant Initials

_____ _____
Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: 9/1/23
Director of Fiscal Services: _____ Date: 9/1/23
Asst. Supt., of Business Services: _____ Date: 9/5/23
Superintendent: _____ Date: _____

PRICING

Below are the proposed costs by each responsive Bidder. Please note that Gold Star Foods did not bid on all products.

Bidder	Total Extended Cost of Grocery and Bakery Product for 2023-24 School Year
Cream Co	$140,371.80
Gold Star Foods	$60,766.50

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
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 • Experience and established track record of success in meat product sales • Ready access to decision-making executives and assigned point of contact. • Ability to meet sourcing goals • Fully staffed delivery driver support. • Ongoing product market updates and communication regarding product availability to identify best priced seasonal products. 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
Natural, Sustainable and/or Humanely Raised	100% of Max Points: Ability to provide 100% of the items from Grass-Fed, Natural, Sustainable and/or Humanely Raised sources. 50% of Max Points: Ability to provide 50% or more of the items from Grass-Fed, Natural, Sustainable	- Responses to Questions Labeled "Natural, Sustainable and/or Humanely Raised -	15

	and/or Humanely Raised sources. 0 Points: Unable to provide 50% or more of the items from Grass-Fed, Natural, Sustainable and/or Humanely Raised sources.	" in Vendor Questionnaire	
Traceability	100% of Max Points: Bidder has a system in place for tracking and labeling locally grown product and has a process and can provide farm and/or brand name and location on invoices. Can currently product reports to show % of local products provided, including farm name and origin. 80% of Max Points: Bidder has a system in place for tracking and labeling locally grown product and has a process for showing documentation of product sourcing. Can currently product reports to show % of local products provided. 0% Points: Cannot product reporting/tracking mechanisms.	Responses to Questions Labeled "Traceability - " in Vendor Questionnaire	10
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
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
Local Geographic Preference	100% of Max Points: Ability to provide 60% or more California grown/raised products sourced within 250 miles. 90% of Max Points: Ability to provide 50% or more California grown/raised products sourced within 250 miles. 70% of Max Points: Ability to provide 20-49% of products sourced within 250 miles. 30% of Max Points: Ability to provide 1-19% of products sourced within 250 miles.	Responses to Questions Labeled "Local Geographic Preference - " in Vendor Questionnaire	10

	0 Points: Unable to source any products within 250 miles.		
Contracting with Small Businesses	100% of Max Points points: Qualifies as a small business. 0% of Max Points: Does not qualify as a small business	Responses to Questions Labeled "Contracting with Small Businesses" in Vendor Questionnaire	5
Contracting with Minority- Owned Businesses	100% of Max Points: Majority business ownership by individuals who identify as women or BIPOC (Black, Indigenous and People of Color). 0% of Max Points: Majority business ownership not by individuals who identify as women or BIPOC.	Responses to Questions Labeled "Contracting Minority Owned Businesses" 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
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
Food and Nutrition Education	Bidder will receive 100% of Max Points for all of the following, 80% of Max Points for four of the following, 60% of Max Points for three of the following, 40% of Max Points for two of the following, 20% of Max Points for one of the	Responses to Questions Labeled "Food and Nutrition Education - " in	5

	following, and 0 points for none of the following: - Provide farm specific promotional materials - Farm Tours for Nutrition Services - Farm Tours for students - Farm visit to school/classroom - Provide nutrition education materials - Provide Training & Technical Assistance to school garden/farm	Vendor Questionnaire	
Vendor Consultation	100% of Max Points: Bidder's staff will be available for consultation to district staff about seasonal sourcing strategies and menu planning ideas that may deliver the best value to the school district for a minimum of 2 hours per month. 0 Points: Bidder is unable to provide consultation for a minimum of 2 hours per month.	Responses to Questions Labeled "Vendor Consultation - " in Vendor Questionnaire.	5
TOTAL POINTS:			115

Final Scores per Bidder

Bidder	Score
Cream Co.	106
Gold Star Foods	68.3

Reviewers
Katrina Zhang, Coordinator, Child Nutrition Services
Tim Wilkinson, Bid Coordinator, Shared Plate Strategies LLC

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

All bids are available by request.

ORIGINAL BID DOCUMENTS

AVAILABLE IN THE CNS

DEPARTMENT FOR REVIEW

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT 8.02
2930 Gay Avenue, San Jose, CA 95127

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF TRUSTEES

Date: August 29, 2023

To the Board of Trustees:

Subject: **Unaudited Actual Financial Reports for 2022 – 2023**
Report to the Board on Unaudited Actuals as Required by Law

Staff Analysis: Staff will provide an update on the Unaudited Actuals Financial Report for Fiscal Year 2022 – 2023. Education Code section 42100 requires that the Governing Board of each school district approve an annual statement for all revenues and expenditures of the district for the fiscal year.

Recommendation: Staff recommends that the Board approve the 2022– 2023 Unaudited Actuals Financial Report.

Prepared by: Efrain Robles Title: Director, Fiscal Services

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

To the Board of Trustees:

Recommend Approval

8.02
Agenda Placement

Meeting: September 14, 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

8.03

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: August 28, 2023

Subject: **Resolution No. 14-23/24**
GANN Limit Calculations

Staff Analysis: In November of 1979, California voters approved Proposition 4, an initiative that added Article XIII B to the California Constitution. This constitutional amendment, known as the Gann Initiative, placed limits on the growth of expenditures for publicly funded programs. Division 9 of Title 1, beginning with Section 7900 of the Government Code, was then added to law to specify the process for calculating state and local government appropriation limits and appropriations subject to limitation under Article XII B of the Constitution. These constitutional and statutory sections explain and define the appropriations limit and appropriations subject to limitation as they apply to state and local government, and require that each entity of government formally "adopt" its appropriations limit for a given fiscal year.

Education Code sections 1629 and 42132 specify that each year district Governing Boards shall adopt a resolution identifying their estimated appropriations limits for the current year and their actual appropriations limit for the preceding year. The documentation supporting the GANN adoption resolution shall be made available to the public.

Recommendation: Staff recommends that the Board accept the GANN Limit Calculations and adopt Resolution No. 14-23/24 as presented.

Submitted by: Teresa Decelles Title: Interim Director, Fiscal Services

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

To the Board of Trustees: Meeting: September 14, 2023
Regular Board Meeting

Recommend Approval

8.03
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
RESOLUTION NO 14 – 23/24

RESOLUTION FOR ADOPTING THE "GANN" LIMIT
(Normal, no increase to Limit pursuant to G.C. 7902.1 [nothing on line K {COE line P}])

WHEREAS, in November of 1979, the California electorate did adopt Proposition 4, commonly called the Gann Amendment, which added Article XIII-B to the California Constitution; and,

WHEREAS, the provisions of that Article establish maximum appropriation limitations, commonly called "Gann Limits," for public agencies, including school districts; and,

WHEREAS, the District must establish a revised Gann limit for the 2022-2023 fiscal year and a projected Gann Limit for the 2023-2024 fiscal year in accordance with the provisions of Article XIII-B and applicable statutory law; and,

NOW, THEREFORE, BE IT RESOLVED that this Board does provide public notice that the attached calculations and documentation of the Gann limits for the 2022-2023 and 2023-2024 fiscal years are made in accord with applicable constitutional and statutory law;

AND BE IT FURTHER RESOLVED that this Board does hereby declare that the appropriations in the Budget for the 2022-2023 and 2023-2024 fiscal years do not exceed the limitations imposed by Proposition 4;

AND BE IT FURTHER RESOLVED that the Superintendent provides copies of this resolution along with the appropriate attachments to interested citizens of this district.

PASSED AND ADOPTED this 14th day of September, 2023, by the Board of Trustees of the Alum Rock Union Elementary School District, County of Santa Clara, State of California.

Ayes_____ Noes_____ Absent_____ Abstain_____

Board of Trustees:

Minh Pham, President _____
Corina Herrera-Loera, Vice-President _____
Andrés Quintero, Clerk _____
Linda Chavez, Member _____
Andrea Flores Shelton, Member _____

I HEREBY CERTIFY that the foregoing resolution was duly and regularly introduced, passed, and adopted by the members of the Board of Trustees of the Alum Rock Union Elementary School District at a public meeting of said Board held on September 14, 2023.

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

APPROPRIATIONS LIMIT

Form GANN

	2022-23 Calculations			2023-24 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
A. PRIOR YEAR DATA	2021-22 Actual			2022-23 Actual		
2021-22 Actual Appropriations Limit and Gann ADA are from district's prior year Gann data reported to the CDE)						
1. FINAL PRIOR YEAR APPROPRIATIONS LIMIT (Preload/Line D11, PY column)	59,903,260.85		59,903,260.85			58,402,130.06
2. PRIOR YEAR GANN ADA (Preload/Line B3, PY column)	7,687.61		7,687.61			6,968.65
ADJUSTMENTS TO PRIOR YEAR LIMIT	Adjustments to 2021-22			Adjustments to 2022-23		
3. District Lapses, Reorganizations and Other Transfers						
4. Temporary Voter Approved Increases						
5. Less: Lapses of Voter Approved Increases						
6. TOTAL ADJUSTMENTS TO PRIOR YEAR LIMIT (Lines A3 plus A4 minus A5)			0.00			0.00
7. ADJUSTMENTS TO PRIOR YEAR ADA (Only for district lapses, reorganizations and other transfers, and only if adjustments to the appropriations limit are entered in Line A3 above)						
B. CURRENT YEAR GANN ADA	2022-23 P2 Report			2023-24 P2 Estimate		
2022-23 data should tie to Principal Apportionment Data Collection attendance reports and include ADA for charter schools reporting with the district)						
1. Total K-12 ADA (Form A, Line A6)	6,583.37		6,583.37	6,766.56		6,766.56
2. Total Charter Schools ADA (Form A, Line C9)	385.28		385.28	384.95		384.95
3. TOTAL CURRENT YEAR P2 ADA (Line B1 plus B2)			6,968.65			7,151.51
C. CURRENT YEAR LOCAL PROCEEDS OF TAXES/STATE AID RECEIVED	2022-23 Actual			2023-24 Budget		
TAXES AND SUBVENTIONS (Funds 01, 09, and 62)						
1. Homeowners' Exemption (Object 8021)	100,200.06		100,200.06	101,000.00		101,000.00
2. Timber Yield Tax (Object 8022)	0.00		0.00	0.00		0.00
3. Other Subventions/In-Lieu Taxes (Object 8029)	0.00		0.00	0.00		0.00
4. Secured Roll Taxes (Object 8041)	32,380,419.83		32,380,419.83	32,193,000.00		32,193,000.00
5. Unsecured Roll Taxes (Object 8042)	1,785,033.61		1,785,033.61	1,569,500.00		1,569,500.00
6. Prior Years' Taxes (Object 8043)	0.00		0.00	0.00		0.00
7. Supplemental Taxes (Object 8044)	9,344,152.90		9,344,152.90	4,678,000.00		4,678,000.00
8. Ed. Rev. Augmentation Fund (ERAF) (Object 8045)	(6,146,000.00)		(6,146,000.00)	(6,549,000.00)		(6,549,000.00)

	2022-23 Calculations			2023-24 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
9. Penalties and Int. from Delinquent Taxes (Object 8048)	0.00		0.00	0.00		0.00
10. Other In-Lieu Taxes (Object 8082)	0.00		0.00	0.00		0.00
11. Comm. Redevelopment Funds (objects 8047 & 8625)	0.00		0.00	0.00		0.00
12. Parcel Taxes (Object 8621)	4,469,290.61		4,469,290.61	4,612,725.00		4,612,725.00
13. Other Non-Ad Valorem Taxes (Object 8622) (Taxes only)	0.00		0.00	0.00		0.00
14. Penalties and Int. from Delinquent Non-LCFF Taxes (Object 8629) (Only those for the above taxes)	0.00		0.00	0.00		0.00
15. Transfers to Charter Schools in Lieu of Property Taxes (Object 8096)						
16. TOTAL TAXES AND SUBVENTIONS (Lines C1 through C15)	41,933,097.01	0.00	41,933,097.01	36,605,225.00	0.00	36,605,225.00
OTHER LOCAL REVENUES (Funds 01, 09, and 62)						
17. To General Fund from Bond Interest and Redemption Fund (Excess debt service taxes) (Object 8914)	0.00		0.00	0.00		0.00
18. TOTAL LOCAL PROCEEDS OF TAXES (Lines C16 plus C17)	41,933,097.01	0.00	41,933,097.01	36,605,225.00	0.00	36,605,225.00
EXCLUDED APPROPRIATIONS						
19a. Medicare (Enter federally mandated amounts only from objs. 3301 & 3302; do not include negotiated amounts)			2,554,464.10			2,955,046.85
19b. Qualified Capital Outlay Projects						
19c. Routine Restricted Maintenance Account (Fund 01, Resource 8150, Objects 8900-8999)	4,031,238.00		4,031,238.00	4,463,510.72		4,463,510.72
OTHER EXCLUSIONS						
20. Americans with Disabilities Act						
21. Unreimbursed Court Mandated Desegregation Costs						
22. Other Unfunded Court-ordered or Federal Mandates						
23. TOTAL EXCLUSIONS (Lines C19 through C22)	4,031,238.00	0.00	6,585,702.10	4,463,510.72	0.00	7,418,557.57
STATE AID RECEIVED (Funds 01, 09, and 62)						
24. LCFF - CY (objects 8011 and 8012)	85,985,120.60		85,985,120.60	93,455,708.00		93,455,708.00
25. LCFF/Revenue Limit State Aid - Prior Years (Object 8019)	351,900.57		351,900.57	0.00		0.00
26. TOTAL STATE AID RECEIVED (Lines C24 plus C25)	86,337,021.17	0.00	86,337,021.17	93,455,708.00	0.00	93,455,708.00
DATA FOR INTEREST CALCULATION						
27. Total Revenues (Funds 01, 09 & 62; objects 8000-8799)	186,037,435.02		186,037,435.02	156,274,231.94		156,274,231.94
28. Total Interest and Return on Investments (Funds 01, 09, and 62; objects 8660 and 8662)	808,363.86		808,363.86	120,000.00		120,000.00

	2022-23 Calculations			2023-24 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
D. APPROPRIATIONS LIMIT CALCULATIONS		**2022-23 Actual**			**2023-24 Budget**	
PRELIMINARY APPROPRIATIONS LIMIT						
1. Revised Prior Year Program Limit (Lines A1 plus A6)			59,903,260.85			58,402,130.06
2. Inflation Adjustment			1.0755			1.0444
3. Program Population Adjustment (Lines B3 divided by [A2 plus A7]) (Round to four decimal places)			0.9065			1.0262
4. PRELIMINARY APPROPRIATIONS LIMIT (Lines D1 times D2 times D3)			58,402,130.06			62,593,258.47
APPROPRIATIONS SUBJECT TO THE LIMIT						
5. Local Revenues Excluding Interest (Line C18)			41,933,097.01			36,605,225.00
6. Preliminary State Aid Calculation						
a. Minimum State Aid in Local Limit (Greater of $120 times Line B3 or $2,400; but not greater than Line C26 or less than zero)			836,238.00			858,181.20
b. Maximum State Aid in Local Limit (Lesser of Line C26 or Lines D4 minus D5 plus C23; but not less than zero)			23,054,735.15			33,406,591.04
c. Preliminary State Aid in Local Limit (Greater of Lines D6a or D6b)			23,054,735.15			33,406,591.04
7. Local Revenues in Proceeds of Taxes						
a. Interest Counting in Local Limit (Line C28 divided by [Lines C27 minus C28] times [Lines D5 plus D6c])			283,615.39			53,802.05
b. Total Local Proceeds of Taxes (Lines D5 plus D7a)			42,216,712.40			36,659,027.05
8. State Aid in Proceeds of Taxes (Greater of Line D6a, or Lines D4 minus D7b plus C23; but not greater than Line C26 or less than zero)			22,771,119.76			33,352,788.99
9. Total Appropriations Subject to the Limit						
a. Local Revenues (Line D7b)			42,216,712.40			
b. State Subventions (Line D8)			22,771,119.76			
c. Less: Excluded Appropriations (Line C23)			6,585,702.10			
d. TOTAL APPROPRIATIONS SUBJECT TO THE LIMIT (Lines D9a plus D9b minus D9c)			58,402,130.06			
10. Adjustments to the Limit Per Government Code Section 7902.1 (Line D9d minus D4)			0.00			
SUMMARY		**2022-23 Actual**			**2023-24 Budget**	
11. Adjusted Appropriations Limit (Lines D4 plus D10)			58,402,130.06			62,593,258.47
12. Appropriations Subject to the Limit (Line D9d)			58,402,130.06			

	2022-23 Calculations			2023-24 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
"* Please provide below an explanation for each entry in the adjustments column."						

Efrain Robles
Gann Contact Person

(408) 928-6839
Contact Phone Number

9.01

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: Resignations (Informational only).

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

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

To the Board of Trustees:
Informational Only

Meeting: September 14, 2023
Regular Board Meeting

9.01
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

HUMAN RESOURCES DEPARTMENT
MEETING OF THE BOARD OF TRUSTEES

September 14, 2023

CLASSIFIED RESIGNATIONS:

I. Resignations:

1.	Baeza Jr., Enrique	Campus Paraeducator/Paraeducator 9.5mo	08/10/2023
2.	Bernal, Stephanie	Community Liaison 9.5/Adelante II	08/04/2023
3.	Carrillo Linares, Yetlanezi	Campus Paraeducator/Hubbard	08/14/2023
4.	Gomez, Maria C	Campus Paraeducator/Adelante I	05/12/2023
5.	Hungerford, Jason O	Information Technology & Data Analyst/ITSS	09/04/2023
6.	Kaur, Nirmaljit	Campus Paraeducator/Meyer	08/03/2023
7.	Martinez, Vanessa	Paraeducator 9.5mo/San Antonio	08/17/2023
8.	Phan, William	Bus Driver/Transportation	08/09/2023
9.	Robles, Efrain	Director, Fiscal Services	09/01/2023
10.	Rodriguez, Jennifer	Campus Paraeducator/Paraeducator 9.5mo	08/08/2023
11.	Sapien, Shannon	Paraeducator Special Education I/San Antonio	08/14/2023
12.	Troxel, Thomas N	Paraeducator Special Education I/Renaissance II	08/07/2023

II. Termination:

1.	Phan, Cindy M	Paraeducator Special Education II/Cassell	08/14/2023
2.	Trujillo, Guadalupe	Community Liaison 9.5mo/Adelante I	08/04/2023

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

September 14, 2023

CERTIFICATED RESIGNATIONS:

I. Resignation:

1.	Goodwin, Lindsay	4/Ryan Elementary	09/01/2023
2.	Santana, Chastidy	RSP/Aptitud Academy	08/18/2023

10.01

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: August 8, 2023

Subject: **The Creekside School**

Staff Analysis: Creekside School is a certified, highly specialized nonpublic school that provides individualized instruction and behavior support services to autistic and behaviorally disordered students.

The student resides within Alum Rock School District and due to the severity of the student's disability, a nonpublic school placement is recommended.

Recommendation: Staff recommends that the Board of Trustees approve the contract with Creekside School for the 2023-2024 school year. The cost of this contract is $137,595.

Submitted by: Anthony Colonna Title: Director, Special Education

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

To the Board of Trustees:

Recommend Approval

10.01
Agenda Placement

Meeting: September 14, 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.: _____

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) ☑ **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: The Creekside School

Address: 5629 Lean Ave City: San Jose State: CA Zip: 95123

Phone: (408) 448-2494 Email: _____

SSN: _____ Fed I.D. #: 26-0727819

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.)

Creekside School is a certified, specialized nonpublic school that provides individualized instruction and behavior support to autistic or severe behaviorally disordered students. Due to the severity of the student's disability, a non public school placement is necessary.

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:** $440.00 per day Not to Exceed 206 days of services.

X b. **Other:** $1:1 aide, meals, BCBA, OT,SLP= 46,955 + 90,640=137,595

Describe other related costs: _____

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: 8/9/23

Director of Fiscal Services: _____ Date: _____

Asst. Supt., of Business Services: _____ Date: _____

Superintendent: _____ Date: _____

South East SELPA
Making a Difference

SELPA
Santa Clara County Office of Education

SELPAs I, II, III, IV, VII

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA	Alum Rock Union School District
Contract Year	**2023-2024**
Nonpublic School	The Creekside School
Nonpublic Agency	

Type of Contract:

X Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

_____ Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

When this section is included as part of any Master Contract, the changes specified above shall amend Section 2 – Term of Master Contract.

South East SELPA
Making a Difference

SELPA
Santa Clara County Office of Education
SELPAs I, II, III, IV, VII

SANTA CLARA COUNTY SELPAs/ DISTRICT MASTER CONTRACT
GENERAL AGREEMENT
FOR NONSECTARIAN, NONPUBLIC SCHOOL/AGENCY SERVICES

2023-2024

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SANTA CLARA COUNTY SELPAS
MASTER CONTRACT
FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
2023-2024

THIS MASTER CONTRACT (contract) is made and entered into this 1ST day of JULY 2023, between the ALUM ROCK UNION SCHOOL DISTRICT, County of Santa Clara, hereinafter referred to as the "LEA" and THE CREEKSIDE SCHOOL, hereinafter referred to as "CONTRACTOR" for the purpose of providing special education and/or related services to individuals with disabilities under the authorization of Education Code Sections 56157, and 56365-56366.7. It is understood that this Contract does not commit LEA to payment for special education and related services provided to any individual unless and until an Individual Service Agreement (ISA) for Nonpublic, Nonsectarian School/Agency (NPS/NPA) Services is executed between LEA and CONTRACTOR on behalf of such individual or interim telephone approval is given to the CONTRACTOR by a representative of LEA.

WITNESSETH:

Whereas, LEA has determined that the need for such services exists;

Whereas, CONTRACTOR is a nonpublic nonsectarian school or agency holding all required certificates and licenses; and

Whereas, that CONTRACTOR is capable of and willing to provide such services.

A current copy of California Department of Education NPS/NPA certification is attached. If certification expires during Contract period, CONTRACTOR must provide an updated copy.

In consideration of mutual promises contained herein, it is mutually agreed between the parties as follows:

I. GENERAL PROVISIONS

1. INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/ AGENCY SERVICES

An Individual Services Agreement (ISA) for Nonpublic, Nonsectarian School/Agency (NPS/NPA) Services shall be a part of this Master Contract, which CONTRACTOR will be required to execute with LEA with respect to each student for whom CONTRACTOR is to provide special education and/or designated instruction and services. Each student's Individual Services Agreement (ISA) shall identify the provider of each service required by the student's IEP (CCR 3062(e)). Individual Services Agreements shall only be issued for those students enrolled with the approval of the LEA. CONTRACTOR is responsible for providing those services, which it has agreed to provide for each individual student in that student's ISA, unless mutually agreed upon otherwise. Individual Services Agreements are null and void upon termination of the Master Contract.

The Individual Services Agreement may be terminated by the LEA or the CONTRACTOR for cause, as set forth in EC section 56366 (a) (4), with twenty (20) days written notice. The ISA may be terminated without advance notice if both parties agree to do so in writing.

2. TERM

The term of this Master Contract shall be from July 1, 2023 to June 30, 2024 (Title 5 California Code of Regulations section 3062(a) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be renegotiated prior to June 30, 2024. In the event the contract negotiations are not agreed to by June 30th, the most recently executed Master Contract will remain in effect for 90 days. (Ed Code 56366 (c)(1), Title 5 California Code of Regulations section 3062(d).) No Master Contract will be offered unless and until all the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

3. MODIFICATIONS AND AMENDMENTS

This Contract may be modified or amended by a written document, which complies with legal mandates, executed by CONTRACTOR and LEA. If certification expires during Master Contract period, CONTRACTOR must provide an updated copy or a copy of a waiver of such certification issued by the CDE. This Master Contract will be null and void if such certification or waiver is expired and not renewed or waived, or if such certification is revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. The CONTRACTOR agrees to apply the same rate for the term of the contract unless mutually agreed otherwise in writing by LEA and contractor. Changes in the administrative or financial provisions of the Contract which do not alter the educational services or placement may be made at any time during the term of the Contract, as mutually agreed in writing by CONTRACTOR and LEA.

4. COMPLIANCE WITH LAWS

During the term of this Contract, CONTRACTOR shall comply with all applicable federal, state, CDE, LEA and other local statutes, laws, ordinances, and regulations including, but not limited to, those relating to the required special education services, facilities for individuals with disabilities, student enrollment and transfer, corporal punishment, student discipline, and positive behavior interventions. The CONTRACTOR shall also fully cooperate with any due process or complaint investigations.

5. DEFINITIONS AND ACRONYMS

The following acronyms and definitions shall apply for the purpose of the contract:

- BIP (Behavior Intervention Plan)
- CONTRACT (Master Contract)
- CONTRACTOR - the term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents and employees.
- CDE (California Department of Education)
- CDOJ (California Department of Justice)
- DAYS - Calendar days, unless otherwise specified
- DIS (Designated Instruction Service); also known as "Related Services"
- FAPE (Free Appropriate Public Education)
- FERPA (Family Educational Rights and Privacy Act of 1974)
- IEP (Individualized Education Program)
- ISA (Individual Service Agreement)
- ITP (Individual Transition Plan)
- IMMEDIATE - within 24 Hours
- LEA (Local Education Agency)

- LEA Representative - the term "LEA representative" means a LEA administrator designated to be responsible for nonpublic school/agencies. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for the contract, unless otherwise specified in the contract.
- LICENSE - the term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).
- CREDENTIAL - the term "credential" means a valid credential, life diploma, permit, or document in special education or student personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- LRE (Least Restrictive Environment)
- NOTIFICATION - within fourteen (14) calendar days, unless otherwise specified.
- NPA (Nonpublic Agency, as defined in EC 56035)
- NPS (Nonpublic School, as defined in EC 56034)
- OAH (Office of Administrative Hearings)
- PARENT - "Parent" means:
  i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
  ii. a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child,
  iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare,
  iv. a surrogate parent,
  v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

  Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

- Qualified - The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

  Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or

approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (r)).

- SELPA (Special Education Local Plan Area)
- SELPA AU (Special Education Local Plan Area Administrative Unit)
- SubCONTRACTOR - any individual contracted to provide direct service to student.
- SPI (Superintendent of Public Instruction)

6. NO DISCRIMINATION

LEA and CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

In the event any CONTRACTOR employee, working on a public school campus, alerts CONTRACTOR or LEA of a concern, CONTRACTOR and LEA shall coordinate efforts to respond and rectify any validated concerns.

7. GOVERNING LAW

The terms and conditions of the Contract shall be governed by the laws of the State of California with venue in Santa Clara County, California.

II. ADMINISTRATION OF MASTER CONTRACT

8. NOTICES

All notices involving 1) revocation of CONTRACTOR's certification, 2) Master Contract disputes, 3) changes of LEA student's residence outside of current LEA attendance area, 4) termination of ISA, 5) termination of Master Contract, 6) notification of cancellation or material change in CONTRACTOR's or LEA's insurance coverage, and 7) LEA's reasonable objections to a subCONTRACTORs liability insurance policy, are required to be given to the LEA and/or CONTRACTOR in writing and may be delivered in person or by certified or registered mail, postage prepaid or by other delivery services. Notices to LEA shall be addressed to *(insert district person's name and address)* ALUM ROCK UNION SCHOOL DISTRICT 2930 GAY AVE., SAN JOSE, CA 95127. Notices to CONTRACTOR shall be addressed to CONTRACTOR's address *(insert CONTRACTOR's name and address)* THE CREEKSIDE SCHOOL 5629 LEAN AVE., SAN JOSE, CA 95123. If mailed, notice shall be effective as of the date of postmark on receipt by addressee. If delivered by hand, the effective date shall be the date of receipt of addressee.

9. MASTER CONTRACT DISPUTES

Any disputes or disagreements between CONTRACTOR and LEA regarding implementation or interpretation of this Master Contract, or otherwise relating to this Master Contract, that are not informally voluntarily resolved shall be addressed and/or resolved as set forth in this section of the Master Contract. This provision in this section of the Master Contract, shall apply to all disputes and disagreements related to events that occur and/or injuries that are incurred and/or commence during the term of this Master Contract, even if the party claiming injury first discovers the events and/or injuries giving rise to the disagreement or dispute or first notifies the other party of the disagreement or dispute, after expiration of this Master Contract. For purposes of this section of the Master Contract, the term "injury" shall include monetary and/or non–monetary injuries.

Step One: The party claiming injury as a result of the facts underlying the dispute or disagreement shall first attempt to resolve the dispute directly between senior level representatives of the parties. If CONTRACTOR is the party claiming injury, CONTRACTOR shall notify the LEA's Special Education Director or other LEA employee known or reasonably believed to be responsible for LEA's special education program, of the existence of a disagreement or dispute and attempt to resolve the matter informally

Step Two: If the dispute or disagreement is not resolved at Step One, the party claiming injury as a result of the facts underlying the dispute or disagreement shall notify the Administrator of the SELPA of which the LEA is a member and request that the SELPA administrator facilitate a meeting to assist both parties in resolving the dispute or disagreement. In order to attempt to resolve the dispute or disagreement, both parties must agree to participating in the facilitated meeting.

Step Three: If the dispute or disagreement is not resolved at Step Two, the party claiming injury, if it wishes to pursue resolution of the dispute or disagreement, shall notify the other party in writing that it wishes to proceed to Step Three, which involves a neutral third-party mediator. The cost of the mediator will be shared by both parties.

In this step, both parties have the opportunity to share information, describe the issues, discuss their interests and understandings, and explore ideas for the resolution of the dispute. Both parties must agree to participating in the mediation. The process remains voluntary in that the parties are not required to come to agreement. The mediator does not have the power to decide for the parties but can help the parties find a mutually acceptable resolution.

Step Four: If the dispute or disagreement is not resolved at Step Three, the party claiming injury may seek legal and/or equitable redress in a court of competent jurisdiction, or if mutually agreed to in writing by the parties, may submit the matter to the binding arbitration by an arbitrator or arbitration service to be agreed to by the parties.

10. SUBCONTRACTS AND ASSIGNMENT

A. CONTRACTOR shall have available a list to LEA of subcontracts for any of the related services contemplated, including transportation, under this Contract.

B. SubContracts for the provision of special education and related services may be entered into only with NPS/NPA's certified by the California Department of Education (CDE) except for an individual providing speech and language therapy, occupational therapy, or psychological or educational assessment who has a current license issued by the applicable licensing authority for those services provided.

C. CONTRACTOR agrees that any subCONTRACTORs providing educational instruction or services including transportation shall keep in effect an appropriate policy of liability insurance as outlined in item 15 (Insurance) of the master contract. . CONTRACTOR agrees that subCONTRACTORs providing transportation shall keep in effect a liability insurance policy providing at least $1,000,000.00 coverage. CONTRACTOR shall ensure that such subCONTRACTOR shall require the subcontractor's insurance provider to send written notice of cancellation to LEA at least twenty (20) days prior to cancellation or material change in coverage. Proof of insurance shall be provided to LEA prior to the beginning of transportation services by a subCONTRACTOR and upon renewal of coverage thereafter. Transportation subCONTRACTORs shall submit copies of insurance policies upon request of LEA; otherwise, certificates of insurance may be acceptable proof, provided that the information thereon is adequate and verifiable.

11. INDEPENDENT CONTRACTOR STATUS

This Contract is by and between two independent entities and is not intended to and shall not be constructed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

12. CONFLICTS OF INTEREST

CONTRACTOR shall provide to SELPA a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not request or recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest. The CONTRACTOR shall have in place a policy to ensure that employees inform CONTRACTOR of any dual relationship with parents of students who are clients of LEA/CONTRACTOR. CONTRACTOR shall inform LEA of parents who hire employees of CONTRACTOR to provide independent services for parents on behalf of their students outside business hours. The LEA may find that this type of dual relationship is a conflict of interest and may request that any employee of the CONTRACTOR who engages in a dual relationship be reassigned from providing support services to the student during school hours.

The LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e. before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator who's IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

13. TERMINATION

A. This Contract may be terminated for cause by LEA or CONTRACTOR at any time. To terminate this Contract either party shall give no less than 20-calendar days written notice prior to the date of the termination (EC 56366 (a) (4)). Upon termination without default of CONTRACTOR, LEA shall make payment, without duplication, for all services satisfactorily performed and verified expenses incurred to date of termination. Expenses shall be itemized for review and approval by LEA.

B. In consideration of this payment, CONTRACTOR waives all right to any further payment of damage and shall turn over to LEA everything pertaining to its services hereunder, possessed by CONTRACTOR or under its control at the time of termination.

C. Individual Service Agreements (ISA's) for NPS/NPA services may be terminated without advance notice if both parties agree to do so in writing.

D. LEA shall not terminate this contract or Individual Service Agreements for Nonpublic, Nonsectarian School/Agency Services because of the availability of a public class initiated during the course of the contract unless the parent agrees to the transfer of a student to a public school program through the IEP process. (EC 56366 (a) (4))

E. Continued enrollment and provision of a free appropriate public education ("FAPE") to a student currently attending NPS and/or receiving services from a NPA shall not be terminated when stay put is ordered by OAH under California Education Code § 56505.

14. INDEMNIFICATION

CONTRACTOR shall defend, hold harmless and indemnify LEA and its governing board, officers, administrators, agents, employees, independent contractors, subCONTRACTORs, consultants, and other representatives, from all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including reasonable attorney's fees and costs, from any cause whatsoever arising from or connected with its service hereunder, whether or not resulting from the negligence of CONTRACTOR, its agents or employees. CONTRACTOR shall save harmless and indemnify and defend LEA and its governing board, officers, agents and employees from all damages of every nature and description proximately caused by negligent or willful acts or omissions by CONTRACTOR, its agents or employees in the course of rendering service(s) under this Agreement.

LEA shall defend, hold harmless and indemnify CONTRACTOR and its governing board, officers, administrators, agents and employees from all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation all consequential damages, from any cause whatsoever arising from or connected with its service hereunder, whether or not resulting from the negligence of LEA, its agents or employees. LEA shall save harmless and indemnify and defend-CONTRACTOR and its governing board, officers, administrators, agents and employees from all damages of every nature and description proximately caused by negligent or willful acts of omissions by LEA, its agents or employees in the course of rendering service(s) under Contract.

Notwithstanding any contrary provisions herein, both parties agree that it retains legal responsibility for its own actions in complying with any and all obligations it has under state and federal law and will not be indemnified for the same.

15. INSURANCE

CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR'S fulfillment of any of its obligations under this Agreement or either party's use of the Work or any component or part thereof:

A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

$ 2,000,000 per occurrence
$ 500,000 fire damage
$ 5,000 medical expenses
$ 1,000,000 personal & adv. injury
$ 3,000,000 general aggregate
$ 2,000,000 products/completed operations aggregate

B. **Business Auto Liability Insurance** for all owned scheduled, non-owned or hired automobiles with a $1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as an approved service location by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

C. **Workers' Compensation and Employers Liability Insurance** in a form and amount covering CONTRACTOR'S full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits
Part B - $1,000,000/$1,000,000/$1,000,000 Employers Liability

D. **Errors & Omissions (E & O)/Malpractice (Professional Liability)** coverage, **including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy,** with the following limits:

$ 1,000,000 per occurrence
$ 2,000,000 general aggregate

E. CONTRACTOR, upon execution of this Master Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the District's Board of Education as additional insured's premiums on all insurance policies shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

F. Any deductibles or self-insured retentions above $100,000 must be declared to and approved by the LEA. At its option, the LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.

G. For any claims related to the services, the CONTRACTOR's insurance coverage shall be primary insurance as respects the LEA, its subsidiaries, officials, and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials, and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

H. All Certificates of Insurance shall reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

If the LEA or CONTRACTOR determines that changes in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH RESIDENTIAL TREATMENT FACILITY ("RTC")

When CONTRACTOR is a nonpublic school affiliated with a residential treatment center (NPS/RTC), the following insurance policies are required:

A. **Commercial General Liability** coverage of **$3,000,000** per **Occurrence** and **$6,000,000 in General Aggregate**. The policy shall be endorsed to name the LEA and the Board of Education as named additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above $100,000 without the prior written approval of the LEA.

B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of **$1,000,000/$1,000,000/$1,000,000**.

C. **Commercial Auto Liability** coverage with limits of **$1,000,000** Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is $5,000,000 Combined Single Limit per Occurrence.

D. **Fidelity Bond or Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment, or other assets. Minimum amount of coverage shall be **$250,000** per occurrence, with no self-insured retention.

E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of **$3,000,000** per occurrence and **$6,000,000** general aggregate.

F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of **$3,000,000** per occurrence and **$6,000,000** general aggregate.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

16. CHANGE OF RESIDENCE

CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of changes in student's residence. CONTRACTOR shall notify LEA in writing of student and/or parent's change of residence within five (5) school days after CONTRACTOR becomes aware of said change.

If the student's new residence is located within an area outside of LEA's service boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered after the student's change of residence if CONTRACTOR had knowledge of the student's change of residence.

CONTRACTOR shall notify LEA immediately (within 24 hours) when the CONTRACTOR becomes aware of an emergency change of placement (i.e., hospitalization, juvenile hall, shelter, etc.)

17. LICENSED CHILDCARE INSTITUTION (LCI) CONTRACTOR

If CONTRACTOR is also a licensed childcare institution (LCI), Contractor shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care room and board to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the Contractor operates a program outside of the state, Contractor must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located. CONTRACTOR shall adhere to the legal requirement regarding educational placements for LCI students as stated in Education Code Section 56366.9. A LCI shall not require that a student be placed in its NPS or receive NPA services from the LCI provider as a condition of being placed in its residential facility. In providing appropriate programs to individuals with exceptional needs residing in LCIs or foster family homes, the LEA shall first consider services in programs operated by public agencies. If those programs are not appropriate, special education and related services shall be provided by contract with an NPS.

The LEA which placed a student living in an LCI or foster family home in an NPS shall conduct an annual evaluation, as part of IEP process, to determine whether the placement is in the least restrictive environment (LRE). The CONTRACTOR shall report to the LEA that made the placement, on a quarterly or trimester basis, as appropriate, the educational progress demonstrated by the student toward the attainment of goals and objectives specified in the IEP.

The LEA is not responsible for the costs associated with NPS placements and related services until the date on which an IEP meeting is convened pursuant to law during which the IEP team determines that a NPS placement and related services are appropriate, and the IEP is signed by all necessary parties, including the LEA student's parent or another adult with educational decision-making rights.

Any educational funds received from an LEA for the educational costs of students placed in an NPS shall be used solely for those purposes and not for the costs of the residential programs.

18. CERTIFICATION AND WAIVER

When a CONTRACTOR seeks renewal of certification, the CONTRACTOR shall provide the LEA, in which the applicant is located, written notification of its intent to seek renewal.

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 et seq. and within the professional scope of practice of each provider's license, certification and/or credential. A current copy of CONTRACTOR's nonpublic school/agency certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this contract is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification.

In addition to meeting the certification requirements of the State of California, Contractor that operates a program outside of this state shall be certified or licensed by that state to provide, respectively, special education and related services to students under the federal Individuals with Disabilities Act (20 U.S.C. Sec. 1400 et seq.).

19. FACILITIES MODIFICATION

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations, Section 550, and California Education Code, section 32001. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances.

20. RENEWAL

LEA/CONTRACTOR may, but is not required to, renew this Master Contract in subsequent Contract years.

21. ENTIRE AGREEMENT

This Contract and any exhibits or attachments hereto constitute the entire Contract between LEA and CONTRACTOR and supersedes any prior or contemporaneous understanding or contract with respect to the services contemplated. This Contract binds the heirs, successors, assignees, agents, and representatives of CONTRACTOR.

22. SEVERABILITY CLAUSE

If any provision of this Contract is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Contract shall be severable and remain in effect.

23. AUTHORIZED REPRESENTATIVE

Authorization to enter into this agreement on behalf of the LEA is strictly limited to the LEA Governing Board/Superintendent/designee as the sole individual who has the capacity to act as a representative on behalf of the school district.

III. EDUCATIONAL PROGRAMS

24. FREE AND APPROPRIATE PUBLIC EDUCATION

Unless otherwise agreed to, in writing, by LEA and CONTRACTOR, CONTRACTOR shall not accept payment from a parent for, or provide any services outside of those identified in a particular student's ISA. This clause shall not apply to the ability of a CONTRACTOR to accept payment from parents for additional services funded solely by parents' private insurance, so long as LEA and CONTRACTOR agree in writing to this arrangement, and so long as CONTRACTOR ensures that parents' payments are being made from a private insurance source only. Further, this clause is not intended to affect a CONTRACTOR'S ability to accept private payment for a student not being served under an ISA by that CONTRACTOR.

Unless otherwise agreed to by LEA and CONTRACTOR, CONTRACTOR shall be responsible for the provision of all programmatic supplies, equipment, or facilities specified in the students' IEP and ISA. No charge of any kind to parents shall be made by CONTRACTOR for special education and/or related services specified on the student's IEP, including screening or interviews which occur prior to or as a condition of the student's enrollment under the terms of this Contract, except as specified in writing signed by all relevant parties and attached to the student's ISA. This provision does not apply to voluntary activities unnecessary to provide the student with a free appropriate public education conducted after written notification to parents as to the cost and the voluntary nature of the activity. Unless the activity takes place during a school vacation or holiday, students not participating in such activities shall continue to receive special education and/or related services as set forth in their IEPs. CONTRACTOR shall guarantee that all charges to the LEA are consistent, justified, and based on standards applied to all students enrolled and attending the NPS/NPA.

If an individual's IEP requires specialized low incidence equipment based on their qualifying disability, the specialized equipment and/or supplies shall be provided by the LEA unless otherwise specified in the ISA. The LEA shall provide the low incidence equipment and/or supplies identified in the student's IEP unless the CONTRACTOR specifically agrees in the ISA to provide them. Supplies and/or equipment purchased and/or provided by the SELPA/LEA remain the property of the SELPA/LEA, and the supplies and/or equipment purchased by the CONTRACTOR remain the property of the CONTRACTOR.

If the IEP team determines that the individual with an IEP requires Assistive Technology and/or Augmentative Alternative Communication (AT/AAC) devices, equipment and/or materials, the LEA shall provide such items unless the LEA and the NPS/NPA agree otherwise. AT and/or AAC devices, equipment and/or materials purchased by the LEA remain the property of the LEA.

In the event that a foster youth may be placed in a NPS, the contractor and LEA will work collaboratively with the LEA Foster Youth Liaison to ensure and facilitate proper school placement enrollment, transfer of credits, records, grades and checkout from school. (EC 48853.5 (e) (1) and AB490) Whenever a change in foster child's residence occurs, the foster child has a right to remain in the school of origin to the end of the highest grade maintained at that school. Decisions regarding placement are IEP decisions which should include participation of LEA Foster Youth Liaison as appropriate.

25. COPY OF IEP AND PROGRAM OF INSTRUCTION

Upon referral of a student to CONTRACTOR the LEA shall provide CONTRACTOR with a copy of that student's IEP, as well as available assessment information, and facilitate, if requested, an observation of the student. CONTRACTOR retains the right to decline enrollment of any student. CONTRACTOR shall notify the LEA of its decision to decline enrollment. CONTRACTOR will provide student a program of instruction that is consistent with each student's IEP as specified in the ISA's for NPS/NPA. The general program of instruction provided to students under the ISA for NPS/NPA shall be responsive to LEA's required sequence of courses and related curriculum for students and be responsive to the IEP goals and objectives assigned by NPS/NPA. The program of instruction shall be described in writing and a copy provided to LEA prior to the effective date of this Contract.

Designated instruction and related services will only be provided during the period of the student's regular or extended school year program, or both, and shall occur at the school site, unless otherwise specified by the student's IEP. CONTRACTOR shall ensure that Individual Transition Plans (ITP's) are completed for all students at the age of 16 years and older. CONTRACTOR agrees to use SELPA IEP/ ITP forms and SELPA service logs.

26. SERVICE/PROGRAM MONITORING

LEA and CONTRACTOR shall work collaboratively to fulfill monitoring requirements specified in Education Code 56366.1(e)(3)(B). CONTRACTOR shall allow access by LEA to its facilities for periodic monitoring of each LEA student's instructional program and shall participate in the formal review of each student's progress. LEA shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR, and review each LEA student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. If CONTRACTOR is also a LCI (and/or NPS/RTC), the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

CONTRACTOR shall participate in the LEA/CDE On-site and Self Review and if applicable, CDE-led district reviews. This review will address programmatic aspects of the Nonpublic School/Agency, compliance with relevant state and federal regulations, and Master Contract compliance.

27. STUDENT DISCIPLINE/ SUSPENSION AND EXPULSION

Suspensions and expulsions of students by CONTRACTOR shall be consistent with the provisions of the California Education Code and California Code of Regulations (EC 48900 et seq. and 48915.5 et seq.) CONTRACTOR shall have a written policy regarding suspension and expulsion procedures. CONTRACTOR shall notify within five (5) days and provide written documentation to LEA each time a student is suspended, including the reason for said suspension. Written documentation shall include, but not be limited to, student's name, date, time, offense, rationale for disciplinary action taken, and an attached copy of all applicable Behavior Plans (i.e. goals, BIP's, etc.). CONTRACTOR agrees to contact LEA to schedule a manifestation determination at an IEP meeting no later than the 10th day of suspension. CONTRACTOR shall collaborate with LEA representatives at an IEP team meeting where the manifestation determination will be made.

28. GRADUATION REQUIREMENTS

If the student is enrolled in a NPS and is of secondary school age, LEA will list the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of diploma requirements and specify levels of proficiency in basic skills as measured by LEA approved proficiency tests. Standardized tests including state mandated assessments shall be administered pursuant to LEA state and federal guidelines. For students in grades nine through twelve, inclusive, LEA will provide a current transcript and a specific list of courses required. At the close of each semester CONTRACTOR shall prepare transcripts and submit them to the student's district of residence for evaluation of progress toward completion of diploma requirements.

At the close of each semester, or upon student transfer for students in grades nine (9) through twelve (12), inclusive, CONTRACTOR shall update transcripts and submit them upon request to the student's school of residence. Six months prior to graduation, CONTRACTOR shall notify LEA of the transition to high school for graduation.

FOSTER YOUTH - AB 167 – Assembly Bill 167 refers to California legislation that amended Ed Code to exempt students in foster care from school district graduation requirements that exceed state graduation requirements if the student transfers to the district, or transfers from one high school to another within a district in the 11th or 12th grade if the student would not be reasonably able to complete the additional district requirements. AB 167 requires school districts to provide notice to foster youth exempted from additional district requirements if failure to satisfy

such local requirements will affect the student's ability to gain admission to a postsecondary educational institution.

When a student exits from special education, as a result of earning a diploma, aging out or returning back to LEA, the CONTRACTOR shall provide to the LEA a summary of student's academic achievement and functional performance along with recommendations how to assist the student in meeting their post-secondary goals.

For purposes of this provision if the needs of the students are such that the IEP team determines that a functional skills curriculum is most appropriate, the educational program shall be designed to be in alignment with the essential state standards and will result in the awarding of a certificate of completion either by the LEA or the NPS as determined by mutual agreement.

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) be consistent with LEA's and CDE's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; and (c) provide the services as specified in the LEA student's IEP and ISA. LEA students shall have access to: (a) State Board of Education (SBE) - adopted standards-based, core curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards –aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the nonpublic school; (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans that are in compliance with state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. CONTRACTOR's general program of instruction shall be described in writing and available to the SELPA prior to the effective date of this Master Contract.

29. REASONABLE VISITATION/ PARENT ACCESS

CONTRACTOR will provide for reasonable parental access to LEA students and all facilities including, but not limited to: the instructional setting, recreational activity areas, meeting rooms and LEA student living quarters, for those parents whose children reside in the living quarters. CONTRACTOR shall ensure that parental visits are in agreement with court order, if any.

CONTRACTORs operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for the therapeutic visits from the CONTRACTOR and LEA at least thirty (30) days in advance. CONTRACTOR shall facilitate all parent travel and accommodations and provide travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA consistent with LEA Procedures.

CONTRACTOR providing services in the student's home as specified in the IEP shall ensure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization for in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported to parents, both verbal and written, shall also be provided, in writing, to the LEA.

30. WITHDRAWAL BY PARENT

CONTRACTOR shall immediately report by telephone to LEA if a student is withdrawn from school by the parent. CONTRACTOR shall confirm such telephone call in writing immediately or no later than five (5) school days.

31. MEDICATIONS

Unless otherwise set forth in the student's ISP, CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the LEA student with the administration of such medication after the LEA student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

32. ACCIDENT/INCIDENT REPORT

Contractor agrees to submit a written accident report to LEA within 24 hours of incident when a student has suffered an injury requiring medical attention provided by a medical practitioner resulting from physical restraint, injured another individual, is named as a suspected perpetrator or victim in an official sexual harassment complaint, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

33. STUDENT RECORDS

CONTRACTOR agrees to keep a current listing of names and positions of employees who have access to confidential records. All student records shall be kept in a secure location preventing access by unauthorized individuals. CONTRACTOR will maintain access log delineating date, time, agency, and identity of individual for any authorized person accessing student records who is not in the direct employ of the CONTRACTOR. SubCONTRACTORs shall not be considered in the direct employ of the CONTRACTOR for the purposes of accessing student records. Nevertheless, pursuant to EC 49076(b)(6), CONTRACTOR may provide subCONTRACTORs access to student records when the subCONTRACTOR provides services within CONTRACTOR's educational institution and has a legitimate interest in the information contained in the student records. CONTRACTOR also agrees to comply with the parental right to request records and the parental right to inspect a student's file as defined in the federal law under Family Educational Rights and Privacy Act of 1974 ("FERPA") and the California Educational Code § 49000 et seq. and § 56000 et seq.

34. ACCESS TO RECORDS

CONTRACTOR shall insure that records of access are maintained for individual files. These records shall include the name of the party, date, and purpose of access.

35. PROGRESS REPORTS

Progress reports relating to goals and objectives in a student's IEP and other data required for review shall be sent by CONTRACTOR to LEA and parent on a quarterly basis or trimester as appropriate. Additional reporting periods may be identified by the IEP team. Upon request, an updated report shall be provided if there is no current progress report, whenever a student is scheduled for an IEP review by LEA's Individualized Education Program team or when a student's enrollment is terminated. CONTRACTOR shall establish grading policies to be followed unless otherwise specified in student's IEP.

36. FORWARDING OF RECORDS

CONTRACTOR agrees, in the event of school or agency closure, to forward student records immediately but no later than seven (7) days to LEA. These shall include, but are not limited to, current transcripts, IEP/IFSP reports and results of proficiency testing and State Assessments.

37. IEP/IFSP MEETINGS

The CONTRACTOR is responsible for providing the student's special education teacher and the related services or personnel appropriate to represent the related services at required IEP /ITP meetings. These meetings will be held at the NPS unless otherwise approved by the LEA and CONTRACTOR. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. The LEA is responsible for scheduling and issuing the Notice of Meeting for all IEP team meetings. Parents or guardians shall be notified of the IEP meeting early enough to ensure an opportunity to attend. Proper notice of meeting shall include the purpose, time, and location and who shall be in attendance. Every effort shall be made to schedule the IEP meetings at a time that is mutually convenient to parents, LEA, and CONTRACTOR's staff. Parents or guardians shall be informed in the notice of the right to bring other people to the meeting who has knowledge or special expertise of the student. The CONTRACTOR shall ensure private and confidential communication between the student and members of the IEP team, at the student's discretion. Transition services (designed with a results-oriented process focused on improving the academic functional achievement of the child) must be addressed in the IEP for the student no later than in the year in which they turn 16 years of age. Extended school year shall be discussed as part of the IEP meeting with an emphasis on student need.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The LEA or SELPA shall provide training for any NPS and CONTRACTOR to ensure access to the approved system. The CONTRACTOR shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a student dis-enrolls from the NPS/NPA, the NPS/NPA and LEA shall discontinue use of the approved system for that student.

38. STATEWIDE MANDATED ASSESSMENT

CONTRACTOR shall administer all statewide achievement tests and any other state assessment as mandated by LEA pursuant to LEA and/or CDE guidelines.

Each student, subject to the alternative accountability system pursuant to EC section 52052, placed in an NPS by an LEA, shall be tested by qualified staff of the NPS in accordance with that accountability program.

The CONTRACTOR agrees to conform to the approved testing calendar window. The LEA shall provide opportunities for training as necessary and requested by the contractor. The LEA shall provide all appropriate test materials to the NPS for administration of the tests.

NOTE: CONTRACTOR shall determine its state-mandated testing period subject to EC section 60640. CONTRACTOR shall notify the LEA of a student enrolled in the school of its testing period. CONTRACTOR's staff, who shall administer the assessments, shall attend the regular testing training sessions provided by the LEA. If CONTRACTOR's staff have received training from one LEA or similar agency, that training will be sufficient for all LEAs that send students to the CONTRACTOR.

39. SCHOOL ACCOUNTABILITY REPORT CARD

The NPS shall prepare a school accountability report card in accordance with EC section 33126.

40. CLASS SIZE-NONPUBLIC SCHOOL

When Contractor is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students. Upon written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of one (1) teacher to fourteen (14) students when necessary, during the regular or extended school year to provide services to students with disabilities.

In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the nonpublic school shall develop a plan to assure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and the LEA may agree to one thirty (30) school day period per contract year where class size may be increased to assure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a nonpublic agency. CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

41. RELATED SERVICES

Unless otherwise specified in the LEA student's IEP and/or ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student is scheduled to attend school. If student misses a related service session due to staff absence, that session shall be provided within thirty (30) school days.

Any adjustment, correction, addition or offer of added work shall be discussed with the CONTRACTOR and not the teacher or direct service provider.

Upon mutual agreement between contractor and district, related services may be provided outside of regular hours to meet the needs of the student and/or unique circumstances.

42. DUE PROCESS AND COMPLAINTS

CONTRACTOR shall fully participate in due process proceedings before OAH, including mediations and hearings, as requested by LEA. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency.

LEA shall inform parent(s) of their due process rights upon 1) each notification of an IEP meeting; 2) reevaluation of their child; 3) registration of a complaint or a request for a due process hearing; and (4) the commencement of an expulsion proceeding. Upon request by LEA, CONTRACTOR shall assist the LEA in meeting its due process notification obligations.

43. STATE MEAL MANDATE

CONTRACTOR shall assist LEA to meet the LEA's responsibilities to satisfy the State Meal Mandate under **California Education Code sections 49005 et seq.; 49501.5, the universal meal mandate enacted by AB 130 (2021-2022); 49530 et seq; and 49550 et seq.**

44. HEALTH AND SAFETY

CONTRACTOR shall require all regular and substitute employees, volunteers, and any other individual who may come into contact with a student on school grounds to provide verification of having been tested for tuberculosis and cleared to work with minors as evidenced by a state licensed medical doctor's signature. CONTRACTOR shall keep a copy of said information in the employee file or volunteer file.

CONTRACTOR agrees all employees, subCONTRACTORs, volunteers, and any other individual who may come into contact with a student on school grounds to follow universal health care precautions when providing medical treatment or assistance to a student.

CONTRACTOR further agrees to provide annual training to all employees, volunteers, and any other individual who may come into contact with a student on school grounds regarding universal health care precautions and to post required notices in areas designated by the California Health & Safety Code.

45. BEHAVIOR MANAGEMENT/ POSITIVE BEHAVIOR SUPPORT

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following:

(1) any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock; (2) an intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual; (3) an intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (4) an intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma; (5) restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention; (6) locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room; (7) an intervention that precludes adequate supervision of the individual; (8) an intervention that deprives the individual of one or more of his or her senses.

In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

All restraint practices must be reviewed and revised, consistent with law (AB 2657, Ed Code 5621.1). CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of a LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

46. STUDENT RETURN TO DISTRICT

CONTRACTOR and LEA shall assist all SELPA and LEA policies and procedures that support Least Restrictive Environment ("LRE") options and/or Dual Enrollment options for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommendations activities to support the transition. This may include, but not be limited to, facilitation of dual enrollment, scheduling, transportation arrangements and other student supports. These provisions shall also apply to mediated agreements and OAH decisions.

47. EDUCATIONAL REPRESENTATIVE/SURROGATE PARENT

CONTRACTOR agrees to notify the SELPA office within seven (7) days when the CONTRACTOR becomes aware of the need for the appointment of a surrogate parent. LEA agrees to notify the CONTRACTOR within seven (7) days if an Educational Representative has been appointed for the student by court order. A surrogate parent is necessary only when an Educational Representative has not been found/ appointed by the Court. CONTRACTOR agrees that the LEA will select and appoint said surrogate. CONTRACTOR agrees that the SELPA will train the surrogate. A surrogate parent must have no interests that conflict with the interests of the

child, have knowledge and skills that ensure adequate representation of the child, and may not be an employee of a public or private agency involved in the education and/or care of the child. The surrogate parent will sign an affidavit stating that no such conflict of interest exists, and this affidavit will be kept on file by the SELPA.

48. GRADE LEVEL ASSIGNMENT

All students enrolled in NPS shall be assigned a grade level commensurate with their chronological age if it is not designated on the IEP prior to admission. If student is participating in a functional skill development program, the grade assigned shall be determined by the following formula (age – 5 = grade level).

49. MIDDLE SCHOOL/ HIGH SCHOOL TRANSITION

When student is to transition to a high school district, the LEA/CONTRACTOR shall follow the SELPA policy as outlined in the Local Plan as it relates to fiscal responsibility. All services provided in ESY are the fiscal responsibility of the elementary district.

50. OVERSIGHT/ PLACEMENTS/ EDUCATIONAL PROGRESS

The LEA shall evaluate NPS placements through the IEP process. Included in this evaluation, is a review of IEP stated goals and state assessment results in order to determine if student is making appropriate educational progress. The LEA shall consider whether or not the needs of the student require an NPS and whether changes to the IEP are necessary, including whether the student may be transitioned to a public school setting.

IV. PERSONNEL

51. CREDENTIALS AND LICENSES/FINGERPRINT CLEARANCE

The CONTRACTOR providing special education and designated instruction and services must utilize staff that holds a certificate, permit, or other document equivalent to that which staff in a public school are required to hold.

EC Section 56366.1(n) requires all teachers in nonpublic schools to meet the same credentialing requirements as those for public school teachers. Only those nonpublic, nonsectarian schools or agencies located outside of California that employ staff that hold a current valid credential or license to render special education and related services as required by that state shall be eligible to be certified.

When CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight, and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with students with disabilities. (B) A student personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5))

A. CONTRACTOR shall be responsible for verification of security clearance, credentials, and licenses held by its employees, agents, and subCONTRACTORs. Education credentials shall be on file at the NPS/NPA office. A copy of the CDE Certification will be submitted with the contract to the LEA.

B. CONTRACTOR shall provide to LEA on annual basis copies of appropriate credentials and/or license(s) if change of staff occurs, which directly affects the students. CONTRACTOR shall notify LEA in writing within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students.

C. CONTRACTOR shall require all employees and all subCONTRACTORs to submit fingerprints consistent with California Education Code Section 44237. CONTRACTOR shall comply with the requirements of Education Code Section 45125.1 including, but not limited to: obtaining California Department of Justice (CDOJ) clearance for CONTRACTOR'S employees; prohibiting its employees from coming in contact with students until CDOJ clearance is ascertained: and certifying in writing and providing such certification to the LEA that none of its employees who may come in contact with students have been, convicted of a violent or serious felony. Nor will any person be employed who has been convicted of or entered a plea of nolo contender to charges of any sex offense as defined in Education Code § 44010 or to a felony that would disqualify that person from employment pursuant to EC 44237. The requirements of this section apply to all of contractors, subcontractors, in addition to employees.

D. This provision shall apply in all circumstances except those in which a written waiver has been granted by the State of California Board of Education with respect to state laws and regulations or by LEA with respect to its requirements.

52. TEACHER ABSENCE

When a classroom teacher/instructor is absent, CONTRACTOR shall employ a substitute teacher/instructor or provide coverage by an appropriately qualified and credentialed staff person. Coverage shall be provided in the classroom in place of the absent teacher for the entirety of the school day to provide instruction and fulfill other duties of the absent teacher. Upon written or oral request, CONTRACTOR shall provide to LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time. In regard to an NPA, when a related service provider is absent, CONTRACTOR shall employ a substitute service provider who is an appropriately credentialed staff person to provide service and fulfill other duties of the absent provider. The CONTRACTOR shall elect to reschedule the related service session consistent with Section 41 and 58 related services of this contract.

53. MANDATED REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164, et seq., and maintain documentation of such trainings. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. The contractor shall acknowledge the legal requirements and maintain written documentation and verification of staff training and adherence to such reporting including timelines, which shall be submitted upon request to the SELPA and the LEA (EC § 44691). CONTRACTOR shall further ensure that its SUBCONTRACTORS are similarly trained.

54. REPORTING OF MISSING CHILDREN

CONTRACTOR assures the LEA that all staff members, including volunteers, is familiar with and agrees to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

55. SEXUAL HARRASSMENT

CONTRACTOR shall have policy procedures in place to immediately (within 24 hours) report any allegations of conduct that may constitute sexual harassment as per federal and state law. This reporting must include appropriate governmental, social service, and law enforcement agencies as well as the LEA. CONTRACTOR shall ensure that an immediate and comprehensive investigation is commenced and shall keep the LEA fully informed of the progress and result of such investigation. CONTRACTOR further agrees to provide annual training to all employees regarding regulations concerning sexual harassment and related procedures.

V. FINANCIAL SECTION

56. SCHOOL CALENDAR

A. The CONTRACTOR shall submit to LEA a school calendar with the total number of billable days not less than the number of school days prescribed by the State of California for the regular school year (RSY) days, plus extended school year (ESY) as determined by the IEP team. Unless otherwise stated in a particular Student's IEP, billable days shall include only those days that are included in the submitted and approved school calendar or required by the IEP for each LEA student.

B. Services are not provided during winter break, spring break, intersessions, or the period between extended year and the fall semester.

C. LEA observes legal holidays including, but not limited to, the following: Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King, Jr. Day, Lincoln's Birthday, Washington's Birthday, Juneteenth, and Memorial Day, as specified in the LEA's official calendar.

57. STUDENT ABSENCES: NON-PUBLIC SCHOOL

No later than the fifth (5th) consecutive day of a student's absence, CONTRACTOR shall notify LEA of such absence in writing, unless a written time extension is granted by a LEA authorized representative.

CONTRACTOR will maintain written records regarding all LEA students' absences. These records shall indicate school and/or residential absences, as appropriate.

LEA shall not be responsible for payment for more than 8 cumulative days of absences per semester, unless a written time extension is granted by LEA. No more than three of the 8 cumulative absences shall be unexcused.

58. STUDENT ABSENCES: AGENCY ONLY

If the student is enrolled in a NPA, the LEA shall not be responsible for the payment of educational services when the student is absent. CONTRACTOR shall notify LEA in writing when the student absences exceed three (3) sessions. Make-up sessions may be scheduled but shall be limited 30 school days in which the original services were scheduled. Unless otherwise agreed, all related services shall be provided by CONTRACTOR during the LEA's regular school and extended school calendar days unless otherwise specified on the IEP. A unit of service for payment purposes is one day of attendance. LEA shall not be responsible for payment of services for days on which a student's attendance does not qualify for reimbursement under state law.

59. LEA and/or CONTRACTOR CLOSURE DUE TO EMERGENCY

NPS School Closure and Make-Up Day of Service

In the event of an NPS school closure due to an emergency consistent with guidelines followed by LEAs under Education Code Section 41422, the NPS would be permitted to schedule a makeup day of service. The NPS would

work collaboratively with LEAs and inform them of a date(s) during the current school calendar year on which the makeup day of service would occur.

The following shall apply in the event of a LEA or CONTRACTOR closure due to an emergency consistent with guidelines followed by LEAs under Education Code Section 41422:

Contractor is Open and LEA is Open or Closed

- If CONTRACTOR remains open during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.

Contractor Closure

- Unless otherwise directed by Executive Order, Law, or other similar directive, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to school closure.
- Unless otherwise directed by Executive Order, Law, or other similar directive, If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the signed ISA, as though the student were continuing in their regular attendance, until alternative placement can be found.

Both LEA and Contractor are Closed

- On days the LEA is funded via Waiver, Executive Order, Law or other similar directive, CONTRACTOR shall receive payment consistent with the signed ISA, until alternative placement can be found. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to school closure if stated by the Waiver guidance, Executive Order, Law or other similar directive.

When the emergency school closure is lifted, CONTRACTOR shall notify the LEAs it serves of any lost instructional minutes. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes and shall work together to amend IEP and ISA paperwork as appropriate. CONTRACTOR and LEA shall work collaboratively to resolve any payment and service disputes brought about by emergency closures. CONTRACTOR will provide documents, information, and clarification on services as requested by the LEA.

60. ATTENDANCE RECORDS

A. CONTRACTOR shall keep daily attendance of each student and shall report attendance monthly to LEA. Such attendance shall be filed with monthly invoices to LEA within thirty (30) days of the close of the school month. Separate attendance register forms must be submitted for all related services as specified on the IEP.

B. Original attendance registers submitted to the LEA with invoices for payment must be completed by the service provider whose signature must appear on said register. CONTRACTOR is responsible for verifying accuracy of said registers and for informing service providers of their personal responsibility for the completion and accuracy of said attendance registers.

C. CONTRACTOR shall permit LEA representatives, upon reasonable notice, to meet with staff of CONTRACTOR for the purpose of auditing attendance reporting.

D. The LEA is required to maintain school records in order to ensure the appropriate high school graduation credit is received by the student. The contract may allow for partial or full-time attendance at the NPS.

61. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be

limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications by-laws; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; evidence of electronic payments; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the student's record, and a description of the record/s provided. Such log needs to record access to the student's records by: (a) the student's parent; (b) an individual to whom written consent has been executed by the student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant the following access to student records: (a) the student;s parents; (b) employees of LEA of CONTRACTION having a legitimate educational interest in requesting or receiving information for the record, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEPs, BERs, incident reports, notification of injuries, and all other relevant reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days

62. INSTRUCTIONAL DAY

The total number of instructional minutes per school year provided by CONTRACTOR shall be equivalent to the number of instructional minutes established for LEA schools unless otherwise specified within the student's IEP or ISA, provided the ISA meets the minimum standards for instructional minutes as specified in Education Code. The number of instructional minutes shall be exclusive of recess, lunch, and passing time. For Pre-K through grade twelve (12), unless otherwise specified on the student's IEP or ISA, the number of minimum instructional minutes shall be as follows: one hundred eighty (180) instructional minutes shall be provided to pre & kindergarten students: two hundred thirty (230) instructional minutes shall be provided to students in grades one (1) through three (3): two hundred forty (240) instructional minutes shall be provided to students in grades four (4) through twelve (12).

63. PAYMENT UNIT: NON-PUBLIC SCHOOL ONLY

A unit of service for payment purposes is one day of attendance or apportionment absence as defined in California Education Code 46010. LEA shall not be responsible for payment of services for days on which a student's attendance or absence does not qualify for Average Daily Attendance (ADA) reimbursement under state law. Per Diem rates for students whose IEP's authorize less than full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day serviced.

CONTRACTOR shall notify LEA when Medi-Cal is billed for educationally related expenses.

64. PAYMENT UNIT: NON-PUBLIC AGENCY ONLY

A unit of service for payment purposes is one hour of related service. LEA shall not be responsible for payment of services for days on which a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law.

65. RATE SCHEDULE

The CONTRACTOR agrees to apply the same rate for the entire fiscal year. Education service(s) and/or related services offered by CONTRACTOR in accordance with the IEP and the charges for such service(s) during the term of this Agreement shall be as follows:

A. Nonpublic School only

	Rate	Period (specify)
Basic Education Program	$440.00	per day

B. Designated Instruction and Service and/or Other Related Services

		Rate	Period (specify)
(1)	Adapted Physical Education	$	per
(2)	Behavior Intervention Services	$170.00	per hour
(3)	Day Treatment Services		per
(4)	Language/Speech Therapy/Group	$170.00	per hour
(5)	Language/Speech Therapy/Indiv.	$170.00	per hour
(6)	Mental Health	$170.00	per hour
	a) Counseling/Group	$170.00	per hour
	b) Counseling/Individual	$170.00	per hour
	c) Counseling and Guidance	$170.00	per hour
(7)	Occupational Therapy	$170.00	per hour
(8)	One-on-One Aide	$130.00	per day
(9)	Parent Counseling		per
(10)	Physical Therapy		per
(11)	Psychological Services		per
(12)	Residential Treatment Services *Educationally Related Mental Health Board and Care*		per
(13)	Social Work Services		per
(14)	Transportation (if required)		per
(15)	Other: State Mandated Meals	$15.00	per per instructional day
	Other: Transition for New Students	$100.00	per hour (not to exceed 4 hrs a day)
	Other: Vocational Training	$152.00	per week
	Other: AAC Evaluation	$1,000.00	per assessment

66. PAYMENT DEMAND

If a student is enrolled in an NPS/NPA, with the approval of the LEA, prior to agreement to a contract or ISA, the LEA shall issue a warrant for services for up to 90 days during which time the contract shall be consummated. If after 60 days the Master Contract has not been finalized, either party may appeal to the SPI. Within 30 days of receipt of appeal, the SPI, or designee, shall mediate the formulation of a contract which shall be binding upon both parties.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; title of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

CONTRACTOR shall submit said demands for payment for services rendered no later than thirty (30) days after the end of the attendance accounting period in which said services are actually rendered. CONTRACTOR shall maintain separate registers for the basic education program and each related service. Original attendance forms (i.e., roll books for the basic education program and service logs and notes for each related service) shall be completed by the service provider whose signature must appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of reported attendance which is the basis of services being billed for payment and shall inform service providers of their personal responsibility for the services being reported as rendered.

Upon approval of said payment demand, LEA shall make payment in an amount equal to the number of creditable days of attendance multiplied by the agreed upon unit amount. Payment shall be made within forty-five (45) days of receipt by LEA of invoices properly submitted and approved by LEA.

If an LEA fails to send a warrant for the amount requested within forty-five (45) days or failed to notify the contractor within 10 working days of any reason why the requested payment shall not be paid, the NPS may require the LEA to pay an additional amount of 1.5 % of the unpaid balance per month until full payment is made, such interest being calculated beginning forty-six (46) days from receipt of the invoice. The CONTRACTOR shall bill the LEA for the interest due.

67. RIGHT TO WITHHOLD

LEA has the right to withhold payment to CONTRACTOR when: (A) CONTRACTORS performance, in whole or in part, either has not been carried out or is insufficiently documented; including but not limited to, failure to implement the individualized education program and all attachments incorporated therein of the student(s) for whom this Contract is written; (B) CONTRACTOR has neglected, failed or refused to furnish information or to cooperate with the inspection, review or audit of its program, work or records; (C) education and/or related services is provided by LEA students by personnel who are not appropriately credentialed/licensed or otherwise qualified; (D) Contractor was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and /or records; (E) CONTRACTOR has failed to provide to LEA all documents prior to school closure; (F) CONTRACTOR has failed to provide to LEA properly prepared invoices within thirty (30) days from the end of the attendance accounting period: or (G) CONTRACTOR has failed to provide to LEA proper rebilling invoices within (30) calendar days from the date that the original invoice was returned to CONTRACTOR. If LEA determines that cause exists to withhold payment to CONTRACTOR, within ten (10) working days written notice

shall be sent that LEA is withholding payment to CONTRACTOR. Such notice shall specify the basis for LEA's withholding payment. Within fourteen (14) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies which form the basis for LEA's withholding payment. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR'S time to respond by an additional fourteen (14) days.

68. AUDIT EXCEPTIONS

CONTRACTOR agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by LEA or by appropriate state or federal audit agencies occurring as a result of CONTRACTOR's performance of this Contract. CONTRACTOR also agrees to pay to LEA within thirty (30) days of written demand by LEA the full amount of LEA'S liability to the state, if any, resulting from any audit exceptions, to the extent such are attributable to CONTRACTOR's failure to perform properly any of its obligations under this Contract.

Upon request of LEA and except as otherwise provided by law, CONTRACTOR shall provide LEA, a state agency, a federal agency, and/or an independent agency/firm contracted by LEA, access to the following records: registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services: absence verification records (parent doctor notes, telephone logs, and related documents); staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers, dates of hire, and dates of termination: staff time sheets: non-paid staff and volunteer sign-in sheets; transportation and other related services subAgreements; school calendars; bell/class schedules; liability and workers compensation insurance policies; state nonpublic school and/or agency certifications; marketing materials; by-laws; lists of current board of directors/trustees, if incorporated; statements of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; federal/state payroll quarterly reports; and bank statements and cancelled checks. Such access may include inspections by LEA with prior notice.

All budgetary information and projections submitted by CONTRACTOR to LEA for purpose of contract negotiations shall be made available for the relevant Contract period being audited in order to assess the extent to which funds were expended consistent with such budgetary information.

CONTRACTOR shall comply with any requests resulting from an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm in a reasonable and timely manner. If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as result of CONTRACTOR's failure to perform, in whole or in part any of its obligations under this Contract as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

69. INSPECTION AND AUDIT

CONTRACTOR shall provide access to or forward copies of any books, documents, papers, reports, records, or other matter relating to the Contract upon request by LEA except as otherwise provided by state and federal law. All budgetary information and projections submitted by CONTRACTOR to LEA for purpose of contract negotiations shall be made available for the relevant Contract period being audited to assess the extent to which funds were expended consistent with said budgetary information. Fiscal records shall be maintained by CONTRACTOR for five (5) years and shall be available for audit. To the extent, the CONTRACTOR disagrees with the findings of the audit; the dispute process as authorized in section 9 shall be utilized for the resolution of the dispute.

70. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify the LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students. Upon request, CONTRACTOR shall provide to the LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students.

71. DEBARMENT CERTIFICATION

By signing this agreement, CONTRACTOR certifies that:

(a) CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(b) Has/have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives.

CONTRACTOR

The Creekside School
Name of Nonpublic, Nonsectarian School/Agency

Contracting Officer's Signature

Katie Shepard, Principal
(Type) Name and Title

Date

LEA

Alum Rock Union School District
Authorized Representative/School District

Signature

Hilaria Bauer Ph.D. Superintendent
(Type) Name and Title

Date

SANTA CLARA COUNTY SELPAs
INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
(Education Code Sections 56365 et seq.)

This agreement is effective on 07/01/2023, or the date the student begins attending a Non-public school and/or receiving services from a Non-public agency. The agreement terminates at 5:00 p.m. 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 Union Elementary

ADDRESS OF LOCAL EDUCATION AGENCY ("LEA"): 2930 Gay Ave., San Jose, CA 95127

NAME OF NONPUBLIC SCHOOL/AGENCY ("NPS/NPA"): The Creekside School (NPS)

ADDRESS OF NONPUBLIC SCHOOL/AGENCY ("NPS/NPA"): 5629 Lean Ave., San Jose, CA 95123

PUPIL NAME (Last, First): _____ GENDER: ■ M □ F

ADDRESS: _____ CITY: _____ STATE: ZIP ____

PUPIL TELEPHONE NUMBER: _____ _____ DOB: _____

PUPIL ID/SS NUMBER: _____ GRADE

RESIDENTIAL SETTING: ■ HOME □ JCS □ FOSTER/LCI NAME: _____ #_____

□ OTHER _____

PARENT/GUARDIAN: _____ PHONE: _____ (___) _____
(Residence) (Business)

ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____
(If different from pupil)

CONTRACT TERMS:

1. The Contractor will implement all elements of the Master Contract.
   Master Contract approved by the governing board on _____.

2. CONTRACTOR will provide written progress reports to the Office of Special Education before (***insert quarterly dates here***):
   10/27/2023, 01/31/2024, 04/29/2024, 07/26/2024

3. Other Provisions (provide attachments as necessary): _____

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
(Education Code Sections 56365, et seq.)

PUPIL NAME (Last, First):

A. BASIC EDUCATION PROGRAM (Applies to NPS only)

Number of Days: 206 x Per Diem $440.00 = TOTAL BASIC EDUCATION COSTS (A) $90.640.00
(Includes 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. State Mandated Meals	daily			206 days		$15				$3,090.00
2. Aide Support	weekly			1605 minutes		$130				$26,780.00
3. BCBA Consult	monthly			60 minutes	$170					$2,040.00
4. OT - Consult	monthly			60 minutes	$170					$2,040.00
5. OT - Individual	weekly			30 minutes	$170			X		$3,825.00
6. OT - Group										
7. SLP - Consult	monthly			30 minutes	$170					$1,020.00
8. Speech/Language - Individ	monthly			240 minutes	$170			X		$8,160.00
9. Speech/Language - Grp										
10. Transportation										
11.Mental Health - Consult										

MAXIMUM TOTAL RELATED SERVICES COST (B): **$46,955.00**

MAXIMUM TOTAL BASIC EDUCATION AND RELATED SERVICES COSTS (A+B): **$137,595.00**

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 07/01/2023 and terminates at 5:00 p.m. on 06/30/2024 unless sooner terminated as provided herein.

LEA

(Signature) *Date*

Hilaria Bauer Ph.D. Superintendent
(Type or Print Name)

Alum Rock Union School District
(Name of LEA)

2930 Gay Ave S.J. Ca. 95127
(Mailing Address)

CONTRACTOR

8/8/23
(Signature) *Date*

Katie Shepard, Principal
(Print Name)

The Creekside School
(Name of NPS/NPA)

5629 Lean Ave., San Jose, CA 95123
(Mailing Address)

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

10.02

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: August 23, 2023

Subject: **Community School of Music & Arts**

Staff Analysis: Community School of Music & Arts will provide visual art classes (Arts4Schools Instruction) to K-8 students at ten schools (Adelante, Adelante II, Aptitud, Cureton, Hubbard, Linda Vista, Lyndale, Meyer, Painter & Ryan) for 2023-2024 school year. Students will participate in one-hour visual art sessions every other week. Art lessons will focus on visual arts and teaching art technique and skills. Program will culminate with an on-site art show for each of the ten schools in alignment with the individual schools' Open House Schedule. Services to be provided to approximately 3,308 students.

Recommendation: Staff recommends the Board of Trustees approve the contract with Community School of Music & Arts for the 2023-2024 school year. Cost of the contract is $169,322.

Submitted by: Emily McChristian EM Title: Administrator, Academic Services

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

To the Board of Trustees: Meeting: September 14, 2023
Regular Board Meeting

Recommend Approval

10.02
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Academic Services (School/Dept.) VENDOR NO. 21241

Submitted by: Emily McChristian

☑ **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: Community School of Music and Arts (CSMA)

Address: 230 San Antonio Circle City: Mountain View State: CA Zip: 94040

Phone: (650) 917-6800 Email Address: krieger@arts4all.org

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on September 15, 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").

CSMA will provide visual arts classes (Arts4Schools Instruction) to K-8 students at ten schools (Adelante, ~~Adelante II, Aptitud, Cureton, Hubbard, Linda Vista, Lyndale, Meyer, Painter & Ryan) for 2023-2024 school~~ year. Students will participate in one-hour art sessions every other week. Program will culminate with on ~~site art shows for each of the ten schools in alignment with the individual schools' Open House schedule.~~ Services to be provided to approximately 3,308 students.

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:** $103/154 classroom (describe rate agreement) 12 Art4School Instruction and 10 on-site art shows for a total of $169,322.00. Payment 1: $84,661 Sep. 15, 2023 Payment 2: $84,661 Jan. 15, 2024

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	310	7221	$169,322	

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

community school of music and arts

PROGRAM SCOPE: Alum Rock Union School District Art4Schools Partnership

Signee for CSMA: Vickie Scott Grove, Executive Director - vsgrove@arts4all.org

Program Description: CSMA will provide 60-minute art classes every other week to K-8 students as specified in the attached Addendum from September 2023 through June 2024. The program will serve 10 school(s) in Alum Rock Union School District in California unless the parties agree otherwise, and includes 1 school-wide student art show to happen in alignment with the individual schools' Open House schedules. The students will receive an art curriculum presented by professional arts educators/teaching artists selected and screened by CSMA, and all necessary art supplies to complete each project. All program curriculum was created to meet the California Visual and Performing Arts Standards for K-8 students.

Program Scope, as of: 8/18/2023

Art4Schools Sites		Sessions	Classrooms	Rate	Art Show	Total Cost Per School Site
Adelante Academy	Grade TK - 8	12	23	$103	$1,600	$30,028
Adelante II	Grade TK - 8	12	16	$103	$1,600	$21,376
Aptitud Academy	Grade TK - 8	12	12	$103	$1,600	$16,432
Cureton	Grade K - 5	12	11	$103	$1,600	$15,196
Hubbard	Grade TK - 8	12	20	$103	$1,600	$26,320
Linda Vista	Grade K - 5	12	21	$103	$1,600	$27,556
Lyndale	Grade K - 5	16	12	$103	$1,600	$21,376
Meyer	Grade K - 5	12	13	$103	$1,600	$17,668
Painter	Grade K - 5	12	14	$103	$1,600	$17,668
Ryan STEAM	Grade K-3rd	22	9	$103	$1,600	$25,702
	Grade 4th-5th	12	3	$103		
			Classrooms Total		**Subsidy**	**District Cost**
Art4Schools Total Program Cost			154		*-$50,000*	$219,322
Total Program Cost to ARUSD						**$169,322**

** Optional Program Costs: if changes to program scope change before the start of the school year, the January invoice will be adjusted.*

For these services, ARUSD will make payments to the Community School of Music and Arts in the total amount of	**$169,322**
Due September 15, 2023	**$84,661**
Due January 15, 2024	**$84,661**

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

10.03

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: August 21, 2023

Subject: **Verizon Wireless 4G Anytime-Anywhere Learning Initiative**

Staff Analysis: On May 13, 2021, the Board of Trustees approved the District to participate in the Los Angeles Unified School District and Verizon Wireless agreement to provide student connectivity.

Los Angeles Unified School District (LAUSD) and Verizon announced an agreement (Contract No. 4400007482 Amendment 2) effective May 26, 2020 – June 30, 2024. To provide Internet connectivity for all students without internet connectivity at home due to the Coronavirus (COVID-19) Pandemic National Emergency.

The agreement allows authorized customers to piggyback from this contract and have the option to purchase the offered hotspot and unlimited data plan listed below. Authorized Customers is a public kindergarten through 12th-grade school within the State of California that desires to purchase the following "ANYTIME-ANYWHERE LEARNING INITIATIVE DATA PLAN AND EQUIPMENT OFFERING(S)" ("Data Plan") from Verizon Wireless.

- Verizon 900L Jetpack Device is available for $57.00 per device (SKU#: MHS900L).
- $10.00 Monthly Unlimited Domestic Data Allowance Plan

Recommendation: Staff recommends the board of trustees approve the District to utilize the LAUSD and Verizon agreement, No. 4400007482 – Amendment 2, and any extensions for the purchase of student hotspot devices with a data plan, not to exceed the total of $275,000 for the fiscal year 2023-2024.

Prepared by: Brett Littrell DAL Title: Chief Technology Officer

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

To the Board of Trustees: Meeting: September 14, 2023
Regular Board Meeting

Recommend Approval

10.03
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

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

Info. Tech. Support SVCS. (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: Verizon Communications Inc. Cellco Partnership

Address: 1095 Avenue Of The Americas 8th Floor City: New York State: NY Zip: 10036

Phone: (415) 828-6316 Email: raul.meneses@verizonwireless.com

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.)

Continuation of contract #4400007482 purchase of student devices and data plan.
Verizon $10 monthly unlimited domestic data plan using LAUSD and VERIZON CONTRACT NO.#4400007482 - AMENDMENT 2.

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 $275,000

Describe other related costs: Not exceed $275,000 for school year 2023-2024

BUDGET CODE: 060-7435-0-5815-00-1110-1000-000000-305-7435 CRC 9/5/23
Accountant Initials

_____ _____
Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: 9/5/2023
Director of Fiscal Services: _____ Date: 9/6/2023
Asst. Supt., of Business Services: _____ Date: 9/5/23
Superintendent: _____ Date: _____

Verizon Business Group
10170 Junction Drive, Suite 200
Annapolis Junction, MD 20701

Date: May 23, 2023
From: Clifton Miller, Director - State & Local Government Contracting (Wireless)
Re: Verizon Distance Learning Service Plan(s) Availability

Dear Customer,

I am writing to share an important update concerning services Verizon Wireless is providing your schools under Verizon Wireless's Distance Learning offering.

As you know, your organization and Verizon Wireless entered into a Distance Learning agreement ("Agreement") to help address remote learning challenges for kindergarten through 12th grade ("K-12) public school students spurred by the COVID 19 pandemic. Under the Agreement, Verizon Wireless provided a discounted wireless data plan and wirelessly-enabled devices for use by K-12 public school students in your state or locality (as applicable) so your students could continue their education inside and outside of the classroom during the COVID 19 pandemic.

While the Agreement term ("Original Term") may be nearing its end, Verizon Wireless is making the service and devices offered under the Agreement available through June 30, 2024 ("Extended Period"). The terms of the Agreement would continue to apply throughout the Extended Period as they did during the Original Term, as will a requirement under the anchor contract for a minimum number of active lines to maintain the negotiated pricing.

I appreciate that you have chosen Verizon Wireless to support your Distance Learning initiatives through the COVID 19 pandemic and hope this extension will provide your schools with the needed flexibility to complete its plan for next year and beyond. Please feel free to contact your Verizon Wireless account representative should you have any questions.

Sincerely,

Clifton Miller, Jr.
Director - Contract Management

verizon

Proprietary information.
Not for disclosure outside of Verizon Wireless without prior written authorization.

DocuSign Envelope ID: DA1DB66A-2F9C-47D9-92B6-46249F703175

VERIZON WIRELESS LIMITED DISTANCE LEARNING AUTHORIZED CUSTOMER AGREEMENT

This agreement ("Authorized Customer Agreement" or "Agreement") is made by and between Cellco Partnership d/b/a Verizon Wireless, on behalf of itself and those of its affiliates providing services under this agreement ("Verizon Wireless") and Alum Rock Union School District, having its principal place of business at 2930 Gay Ave, San Jose, CA 95127 ("Authorized Customer" or "Customer"), a qualifying California School.

Whereas Verizon and Authorized Customer have agreed to the sale of the negotiated "ANYTIME-ANYWHERE LEARNING INITIATIVE" DATA PLAN and EQUIPMENT OFFERING(S)" to Authorized Customer under the terms and conditions of this agreement.

NOW THEREFORE, in consideration of the mutual promises and conditions set forth herein, and intending to be legally bound, the Parties hereto agree as follows:

Definitions:

1. **Effective Date:** The date that this Agreement is signed by the last Party to sign below.
2. **Equipment:** Equipment necessary to provide the "ANYTIME-ANYWHERE LEARNING INITIATIVE" DATA PLAN. Only the Equipment set forth in this Agreement is available for purchase from Verizon Wireless.
3. **Legal Notice:** A written communication given by one Party to the other that advises of a dispute under or termination of this Agreement, or that is otherwise required by this Agreement.
4. **Products and Services:** The plans, features, and products and services that Verizon Wireless will provide under this Agreement, as described in this Agreement.
5. **Wireless Service:** The "ANYTIME-ANYWHERE LEARNING INITIATIVE" data service and plan.

Term of Agreement: This Agreement term shall commence on the Effective Date. The term shall continue until the end of the COVID-19 Declaration of Emergency, as determined by the Governor of the State of California, or June 30, 2021, whichever occurs last. The minimum term is three (3) months, thereafter, services are on a Month-to-Month basis. It is expressly understood and agreed that neither Party has any right or expectation of renewal beyond the term of this Agreement as stated above and that either Party may decide in its sole discretion to not renew this Agreement.

Purchases by Customer: The Special Provisions of Amendment 2 to Los Angeles Unified School District ("LAUSD") Contract No. 4400007482 – Amendment 2, effective May 26, 2020 negotiated rates for the "ANYTIME-ANYWHERE LEARNING INITIATIVE" DATA PLAN and EQUIPMENT OFFERING(S), and the rates may be made available to public kindergarten through 12th grade schools within the State of California ("CA Schools"), subject to the following. The Authorized Customer hereby agrees that it is separately and solely liable for all obligations and payments for Data Plan equipment and services provided under this Authorized Customer Agreement. LAUSD will not be responsible for payments for Data Plan services provided to any individual Authorized Customer under this Authorized Customer Agreement. Authorized Customer understands and agrees that it is only a beneficiary of the pricing under the LAUSD Agreement for the products and services described in this Agreement, and no other provision.

Purchases made under this Authorized Customer Agreement will only be used to support public kindergarten through 12th grade schools within the State of California. Verizon Wireless reserves the right to terminate this Authorized Customer Agreement if it is determined that the Authorized Customer does not qualify as a public kindergarten through 12th grade school within the State of California. Authorized Customer must utilize a Private Network with a CIPA compliant solution.

In order for the Authorized Customer to benefit from pricing under the LAUSD Agreement, the Authorized Customer agrees to the disclosure of limited account information as part of the contractual reporting requirements to LAUSD.

Customer must provide to Verizon Wireless written notice of those individuals in Customer's agency that have legal authority to purchase Equipment, Wireless Service, and Products and Services under this Agreement (these are your "Points of Contact"). Unless Customer tells Verizon Wireless otherwise, these Points of Contact will have full authority to handle all matters related to this Agreement, including authorizing or blocking Customer's employees from purchasing particular Products and Services. The person signing this Agreement shall automatically be designated as a Point of Contact. Customer can designate a third party to act as its Point of Contact as long as Customer signs Verizon Wireless's letter of agency naming the third party and indicating the scope of its authority.

Monthly Bills: Customer's billing and shipping addresses must be in Verizon Wireless's licensed service area. Verizon Wireless will bill Customer monthly, and Customer is responsible for paying all fees, charges, Taxes and Surcharges (as defined in the "Taxes; Surcharges; Exemptions" section below). Verizon Wireless generally bills monthly access fees and feature charges for the current month of service, and airtime overage and other usage charges in arrears.

Disputed Charges: Customer must dispute any charges within 180 days of the due date of the bill by giving Verizon Wireless written notice, including the date of the bill, the disputed amount, the reason for the dispute, and any supporting documentation. Verizon Wireless will make a good faith effort to reconcile the dispute within 60 days of the date of Customer's notice.

Payment Terms: Customer is required to pay undisputed charges within 30 days of the date of each bill.

Failure to Pay: If Customer fails either to make a payment on time or to dispute charges as required, Verizon Wireless may block Customer's use of the Product and Service or take action as set forth in the applicable Service Attachment.

Taxes; Surcharges; Exemptions: If Verizon Wireless is legally required to collect taxes, fees, assessments or other charges, or if a roaming partner charges a tax (each, a "Tax"), then Verizon Wireless will bill Customer for those Taxes. If Verizon Wireless incurs an expense to comply with legal or governmental requirements, or to provide or improve service to our customers (other than a net income tax), Verizon Wireless may bill a surcharge to recover or offset that expense (a "Surcharge"). Taxes and Surcharges may change from time to time. If Customer provides Verizon Wireless with an official Tax exemption certificate or with other evidence of exemption that Verizon Wireless finds acceptable, then Verizon Wireless will not collect Taxes covered by the exemption, except those charged by a roaming partner. If, however, Customer asks Verizon Wireless to apply an exemption and the exemption is later found not to apply, Customer will be responsible to pay the uncollected Tax, plus interest and any penalties, to the extent permitted by applicable law, regulations and/or ordinances. Verizon Wireless does not issue credits for Taxes billed before Verizon Wireless receives evidence of exemption.

LIMITATION OF DAMAGES: NEITHER PARTY, NOR ITS AGENTS OR VENDORS, SHALL BE LIABLE TO THE OTHER PARTY, ITS EMPLOYEES OR AGENTS FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST BUSINESS, OR OTHER COMMERCIAL OR ECONOMIC LOSS, WHETHER SUCH DAMAGES ARE CLAIMED FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY OR OTHER THEORY, AND REGARDLESS OF WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES UNLESS APPLICABLE LAW FORBIDS A WAIVER OF SUCH DAMAGES. UNLESS DIRECTLY CAUSED BY THE WILLFUL MISCONDUCT OF VERIZON WIRELESS, VERIZON WIRELESS SHALL NOT BE LIABLE TO CUSTOMER, ITS EMPLOYEES OR AGENTS FOR INJURY TO PERSONS OR PROPERTY, LOSSES (INCLUDING ANY LOSS OF BUSINESS), DAMAGES, CLAIMS OR EXPENSES OF ANY KIND CAUSED DIRECTLY OR INDIRECTLY BY (1) THE EQUIPMENT; (2) SOFTWARE OR APPLICATIONS ON OR USED WITH THE EQUIPMENT OR WITH WIRELESS SERVICE (OR THE USE OR LOSS OF USE THEREOF); (3) LOSS OF OR WRONGFUL ACCESS TO DATA STORED BY VERIZON WIRELESS; OR (4) ANY INTERRUPTION OF WIRELESS SERVICE. IN NO EVENT SHALL VERIZON WIRELESS OR ITS VENDORS BE LIABLE FOR LOSSES, DAMAGES, CLAIMS OR EXPENSES OF ANY KIND ARISING OUT OF THE USE OR ATTEMPTED USE OF, OR THE INABILITY TO ACCESS, LIFE SUPPORT OR MONITORING SYSTEMS OR EQUIPMENT, 911 OR E911, OR OTHER EMERGENCY NUMBERS OR SERVICES.

Confidentiality: DATA PLAN and EQUIPMENT pricing provided by Verizon Wireless will be kept 100% confidential and not released publicly in any manner unless otherwise required by law. Release of DATA PLAN and EQUPMENT pricing to CA Schools is exempt from this Confidentiality provision.

Assignment: Any assignment requires the Parties' prior written consent. The Parties agree that this Agreement shall be for the benefit of and binding on our respective successors and permitted assigns.

Force Majeure: Any failure by Verizon Wireless to perform shall be excused if caused by failure of a third-party wireless or telecommunications provider serving a particular area, power failure, national emergency, interference by any governmental agency, act of God, strike or other labor disturbance, fire, terrorism, riot, war, or any other cause beyond Verizon Wireless's reasonable control.

Notices: Verizon Wireless will provide notice of most issues related to Customer's use of the Equipment, Wireless Service or the Products and Services via mail or e-mail to Customer's Point of Contact, or via a message with Customer's monthly bill. Any Legal Notice required by this Agreement must be given in writing and delivered by registered or certified mail or express

Notices: Verizon Wireless will provide notice of most issues related to Customer's use of the Equipment, Wireless Service or the Products and Services via mail or e-mail to Customer's Point of Contact, or via a message with Customer's monthly bill. Any Legal Notice required by this Agreement must be given in writing and delivered by registered or certified mail or express courier to the receiving Party's address and will be deemed effective upon delivery. Legal Notice, should be sent to the following addresses

If to Customer: Alum Rock Union School District
Customer
Contact Name: Dr. Hilaria Bauer
Title: Superintendent
Address 2930 Gay Ave,
Address San Jose, CA 95127

If to Verizon:
Verizon Wireless
Director- Contract Mgmt., State & Local Government
10170 Junction Drive, Floor 02
Annapolis Junction, MD 20701

Governing Law; Venue; Jurisdiction: Both Parties agree that the laws of the State of California shall govern the validity, construction and performance of this Agreement.

Waiver; Severability; Survival: No provision of this Agreement shall be considered waived unless both Parties agree in writing to such waiver. Either Party's forbearance or delay in enforcing any right under this Agreement shall not be construed as a waiver of such right. If a court of competent jurisdiction holds any provision of this Agreement invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect. Termination of this Agreement shall not affect either Party's accrued rights or obligations under this Agreement as they exist at the time of termination, or any rights or obligations that either expressly or by implication continue after this Agreement has ended.

Counterparts: Verizon Wireless and Customer can each execute a counterpart version of this Agreement. When delivered to the other Party, each shall be deemed to be an original and all versions together shall constitute one instrument. An electronic or facsimile copy of the executed Agreement shall be deemed, and shall have the same legal effect as, an original document.

Entire Agreement: The terms and conditions of this Agreement constitute the entire agreement between the Parties with respect to this subject matter. This Agreement, including any exhibits, schedules, and attachments, supersedes any and all prior agreements and understandings on the subject matter of this Agreement. There are no other oral or written understandings or agreements between the Parties relating to the subject matter of this Agreement. This Agreement shall not be amended or modified, including by a purchase order, unless both Parties agree in writing.

The undersigned is duly authorized by the Authorized Customer to designate the "Authorized Contacts" ("Exhibit C"), who are authorized to take action with respect to the account established with Verizon Wireless to purchase equipment, add lines of service, cancel lines of service, and make changes to the account that financially bind the Authorized Customer to the terms and conditions of this Authorized Customer Agreement.

SIGNATURES	
Each Party represents and warrants to the other that: (a) it is in good standing under the laws of the state of its incorporation or formation; (b) the execution, delivery and performance of this Agreement have been duly authorized by all necessary company action to the extent applicable; and (c) the person signing this Agreement on its behalf is duly authorized to bind it to this Agreement.	
Customer: Alum Rock Union School District	**Cellco Partnership d/b/a Verizon Wireless**
Signature: H Bauer Date: 5/14/21	Signature: [DocuSigned by: Clifton Miller Jr.] Date: 6/23/2021 | 5:57 PM PDT
Printed Name: Hilaria Bauer, Ph.D.	Printed Name: Clifton Miller Jr.
Title: Superintendent	Title: Director - Contract Management

verizon✓

Confidential & Proprietary Information. Not for disclosure without prior written approval from both parties

Exhibit A

DATA PLAN AND EQUIPMENT OFFERING(S)

DATA PLAN:

Custom 4G Unlimited Machine-to-Machine Plan – COVID 19 Distance Learning Government Liable Subscribers Only on Customer Provided Equipment The plan below reflects the monthly access charge and no additional discounts apply.	
Monthly Access Fee	**$10.00**
Domestic Data Allowance	Unlimite
NOTE: Coverage includes the Verizon Wireless 4G network. Data usage on this rate plan is not subject to speed reductions ("throttling") within a given billing cycle. However, in the event of network congestion data usage on a line may result in slightly slower download speeds relative to another user. To ensure users are able to maximize their high-speed data use for business/educational applications, video applications will stream at 480p. Only 4G LTE devices approved for use on Verizon Wireless' network can be activated on this plan. This plan is available until the Coronavirus (COVID-19) Pandemic National Emergency has been lifted. Customer Provided Equipment is limited to devices purchased directly through an Original Equipment Manufacturer from Verizon Wireless or the part designated in the	

EQUIPMENT OFFERING(S):

- Verizon 900L Jetpack Device is available for $57.00 per device (SKU#: MHS900L).

OPTIONAL OFFERING(S):

The following solution exhibits are Optional Offering(s). These solutions are recommended by Verizon to provide filtering, security, and compliance functionalities. Please work directly with your Verizon Account Manager for ordering and implementation.

- **Asavie Moda** is a network-based "all-in-one" web portal security and data management solution that enables organizations to easily and effectively manage security and productivity, along with rich reporting insights on all their mobile devices.

  The Asavie Moda solution extends the security provided by the customer's Mobile Device Management platform into the network by delivering real-time visibility, control and security of the data in transit for any mobile device.

Asavie Moda Government Distance Learning Customers Only The price below reflects the monthly access discounts. No additional discounts apply.					
Description	**SKU Name**	**Plan ID**	**Minimum Order Quantity**	**Annual**	**Monthly**
[1]Asavie Moda for MPN Gov Customers	ModaMPNG	677970 (Annual) 677971 (Monthly)	1+	**$42.00**	**$3.50**
Notes. Asavie Moda is an all-in-one web portal that is an easy to deploy security and data management solution for an entire mobile estate. [1]Asavie Moda for MPN Gov Customers - *Does* require customers to use pricing and equipment in accordance with the Private Network terms and conditions as your contract allows.					

Products shown or referenced are provided by Asavie Technologies, Inc. ("Asavie"), a Verizon Partner Program Member, which is solely responsible for the representations and the functionality, pricing and service agreements. Asavie can connect to several different systems including cloud based and server based applications. Customer may purchase Asavie licenses and services ("Asavie Services"), to be billed by Verizon Wireless, at the prices listed above. Verizon Wireless is not the licensor of the Asavie Services and makes no representations or warranties whatsoever, either express or implied, with respect to them. Asavie Services are manufactured by Asavie Technologies, Inc. Any license for Asavie Services must be obtained directly from Asavie either upon purchase or installation of the Asavie Services. Asavie Services are subject to Asavie terms and conditions and can be viewed here: https://support.prod.us.asavie.com/About/eulagreement-government.htm. **Verizon Wireless will direct Asavie to fulfill Customer's Asavie Services order. Customer support for Asavie Services must be obtained directly from Asavie Technologies, Inc. If Verizon Wireless in its sole discretion determines that an inquiry from a subscriber is related to Asavie Services and is not one concerning Equipment or Wireless Service, it may transfer the service request to appropriate Asavie representatives.**

- **Verizon Wireless Private Network (Private Network)** is a comprehensive solution that joins wireless devices to the organization's internal IP network using a dedicated connection that isolates data from the public Internet. It extends a corporate IP network to wireless devices, while enabling your IT department to maintain the control and manageability that it needs. With Private Network, organizations can take charge of their evolving networks by:

  Avoiding the exposure of wireless devices and internal networks to the inherent risks of solicited public Internet traffic.

  - Controlling which wireless devices can connect to the network.
  - Controlling which network resources the wireless devices and machines can access.
  - Leveraging the convenience of mobility and wireless technologies to introduce new opportunities.

  With Private Network, organizations can add devices to their own internal networks, with their own IP addressing, to be managed by their own support personnel. This empowers them to make wireless solutions part of their infrastructure and extend their core-computing networks farther, faster and easier. Private Network is also compatible with Verizon Mobile Device Manager. And organizations can be confident knowing that their Private Network is backed by the coverage, speed and reliability of Verizon. We can help organizations make the most of wireless communications to securely and cost-effectively power their networks.

Private Network/Dynamic Mobile Network Routing (DMNR)/Service Based Access(SBA) Static IP – Isolated Pool w/Fixed End System (FES) [Internet Restricted]				
The Account Set-Up Fees below reflect any applicable discount. No additional discounts apply.				
Mobile Broadband and metered data plans or features only				
Configuration	**Cost**			
Per Account FES Connect Set-Up (One time fee)	$1500.00			
	Private Network Only	**Private Network with DMNR**	**Private Network with SBA**	**Static IP Only**
Per Account Level Set-Up (One time fee)	Waived	$250.00	$250.00	Waived
DMNR or SBA (Per build)	$250.00 (Adding to existing Private Network Only)			

Note: Set-Up fees apply to new Private Network/DMNR/SBA builds (Verizon Home Agent Portal (VHAP)). This applies to New Private Networks built as Standard, Parent or Child. Subscribers that are placed into this pool will be limited to utilizing the Verizon Wireless Network for transport to and from their FES connections to the Verizon Wireless Network. Static IP addresses will be available on remote access, Mobile Broadband and Unlimited metered data plans or features only. Fees may not apply in certain VPN environments. Fees are per account level (regardless of the number of IPs ordered) selecting Static IP, and may apply in addition to $1500.00 Connect Fee in certain configurations. Does not include MPLS.

Static IP: Fees are per account level (regardless of the number of IPs ordered). Static IP addresses will be available on remote access, Mobile Broadband and metered data plans or features only. Static IP addresses may be reserved and should be assigned to the mobile numbers within 90 days. De-activated Static IP addresses will go into an "ageing pool" for 24 hours. After 24 hours, these Static IP addresses will be returned to reserved status for the account. Reserved Static IP addresses will be shown at the account level and can be viewed from the billing system. Feature activations will be stored in the "data warehouse" database along with the Static IP Address for reporting. A Static IP address is associated with the device's MDN (Mobile Dialing Number). Each time the subscriber initiates a data session the Static IP address that is associated with their MDN is assigned to their device for each session. Subscribers completing an ESN (Electronic Serial Number) change will retain their Static IP address.

Eligible 3G/4G data service: Mobile Broadband, Mobile Broadband Wireless Router, Telemetry (M2M), Wireless Email, or usage-based Megabyte pricing. DMNR and SBA are optional features that can co-exist on a Customer's Private Network profile.

Verizon Mobile Device Management (MDM): Distance Learning Subscribers	
These calling features reflect the monthly access charge discount. No additional discounts apply.	
Verizon MDM Feature	Access Fee
Enterprise Firmware Over the Air (FOTA) Management[1]	$0.00
Device Diagnostic[2]	$0.99/device per month
Broadband Management[3]	$0 /device per month or $15/device per year
Unified Endpoint Management	$1.00/device per month or $10/device per year

Note: See attached Calling Plan and Feature Details for important information about calling plans, features and options. VzMDM supports select devices and operating systems and may require installation of a software agent. VzMDM features are ordered and billed separately, however, all supported options will appear and cannot be blocked. The Verizon MDM portal is a cloud-based system and accessed via an Internet Browser. 1 Enterprise Firmware-over-the-Air (eFOTA) Management supports Android devices, including Jetpacks and USB devices. 2 Device Diagnostics supports Android devices on OS 4.0 and higher, Apple iOS 8.0 and higher, excluding Google Pixel/Nexus devices. 3 Broadband Hotspot Management (BBHS) currently supports the 5G M1000, MHS 900L, MHS 900LS, MiFi 8800L, Orbic Speed, MiFi 7730L, AC791L, Jetpack 6620L, BPC-100 (Business Phone Connect), and USB730L. 4 Unified Endpoint Management (UEM) requires smartphones and Tablets to be under supervision with their respective device enrollment programs, prior to managing device configurations from the VzMDM's customers' instance.

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Exhibit B
WIRELESS SERVICE ATTACHMENT

This Wireless Service Attachment to the Agreement (the "Wireless Service Attachment") sets forth additional terms and conditions specific to Wireless Services to be provided by Verizon Wireless to Customer hereunder, and is made part of the Agreement. Any capitalized but undefined terms used in this Wireless Service Attachment shall have the meanings given such terms in the Agreement.

Customer and Verizon Wireless agree that: (i) except to the extent expressly provided otherwise in this Wireless Service Attachment, all of the terms and definitions of the Agreement are applicable to Customer's use of the Wireless Service and are incorporated by reference into this Wireless Service Attachment and into any related exhibit, attachment, or schedule, and (ii) the Parties do not intend to modify the terms and conditions of the Agreement except as applicable to the Wireless Services hereunder.

1. **Definitions:** The definitions in the Authorized Customer Agreement are incorporated herein by reference.

2. **Line Term and Termination**

   2.1. **Failure to Pay:** If Customer fails either to make a payment on time or to dispute charges as required under the Agreement, Verizon Wireless may upon notice suspend or terminate Wireless Service to some or all of Customer's M2M Lines or deny any new line activations.

   2.2. **Termination of Agreement:** Verizon Wireless may at its sole discretion continue to provide Wireless Service to any M2M Lines still active after the Agreement has been terminated, but Verizon Wireless may remove any custom Products and Services, and other benefits of the Agreement. Any continuation of Wireless Service is subject to the terms and conditions of the Agreement and any Attachments on a month-to-month basis until such Wireless Service is terminated by providing the other Party with 30 days' prior Legal Notice

3. **Rates and Charges:** The rates and charges, the, data (including M2M service) and messaging allowances, and the Wireless Service coverage area for each M2M Line are determined by the Products and Services that Customer selects for each line. Verizon Wireless may offer Customer custom Products and Services, the terms and conditions of which are described in the Agreement. Some Products and Services may have restrictions on the type of Equipment that can be used with them. Unless Customer directs Verizon Wireless to switch the plan or feature, Verizon Wireless will not change the monthly access fees, or the non-promotional voice, data, and messaging allowances during the Line Term. Verizon Wireless may, however with 30 days' prior written notice, change rates, charges and fees, such as charges for options, features, and applications. If a line of Wireless Service is no longer under a Line Term, or if Customer changes or upgrades Equipment, or assumes liability for another line of Wireless Service, Customer will have to change to current Products and Services for that line. It may take us up to 90 days to implement this Agreement.

4. **Equipment**

   4.1. **Equipment Purchased from Verizon Wireless:** Customer may purchase Equipment from Verizon Wireless at a discount, subject to the requirements for such discount. Equipment and accessories cannot be purchased at discounted prices for the purpose of resale. Customer must activate any discounted Equipment on Verizon Wireless's network within 30 days of receipt Inappropriate reselling of discounted Equipment or accessories is considered a breach of the Agreement and this Attachment.. Violation of this section may, in the sole discretion of Verizon Wireless, result in the (a) limitation or discontinuance of the sale of Equipment at a discount; (b) termination of M2M Lines; (c) termination of the Agreement upon Legal Notice; (d) charging of the difference between the discounted price Customer paid and the full retail price of the Equipment; and (e) pursuit of such other legal or equitable remedies.

   4.2. **Shipping; Risk of Loss; Acceptance:** Title and risk of loss pass to Customer, and acceptance occurs, when Customer receives the Equipment at the address designated on an order. Verizon Wireless may charge Customer for shipping. Verizon Wireless will ship Equipment to Customer within five business days of receipt of an order, subject to availability. Customer may exchange any Equipment or return it for a refund within 30 days from acceptance.

   4.3. Equipment Purchased from Original Equipment Manufacturer (OEM): Authorized User may activate Equipment that Authorized User purchases from OEMs, but that Equipment must be on Verizon Wireless' approved Equipment list when Authorized User activates them. OEMs establish their own legal terms for the sale of Equipment, and Verizon

Wireless has no control over their charges, terms or return policies. Verizon Wireless is not responsible for any claims related to such OEM Equipment or Authorized User's use of them. Equipment that Verizon Wireless has not approved may cause transmissions to fail, be blocked or misrouted, may use Wireless Service in a manner Authorized User does not intend, and may attempt to continue to register on Verizon Wireless's network after termination. Such activities may result in additional charges for which Authorized User will be responsible.

4.4. **Only Equipment purchased from Verizon Wireless or directly from OEMs may be placed on the Data Plan.**

4.5. **Lost or Stolen Equipment:** If Customer loses Equipment or it is stolen, Customer may request that Verizon Wireless suspend service and billing to the affected M2M Line for up to 30 days. Until a suspension begins, Customer is still responsible for charges. After the suspension ends, service and billing for the line will resume. The time of any suspension will not count toward satisfying the Line Term.

5. **Wireless Service Availability:** Wireless Service uses radio technologies and is subject to transmission and service area limitations, interruptions, and dropped calls caused by atmospheric, topographical or environmental conditions, cell site availability, the Equipment or its installation, governmental regulations, system limitations, maintenance or other conditions or activities affecting operation. Wireless Service is only available within each applicable plan coverage area, within the operating range of the wireless systems, and with Equipment that is approved to operate on Verizon Wireless's network. In some areas, Wireless Service may be provided by a third-party roaming carrier. Customer must activate Equipment within the areas served by Verizon Wireless's owned and operated network. Verizon Wireless reserves the right to terminate any M2M Lines that roam permanently on a third-party carrier's network. Customer's lines that are in a fixed location must always be within the areas served by our owned and operated network.

6. **Use of Wireless Service and Equipment; MTNs; SIMs:** In order to protect Verizon Wireless's network, operations, and other customers, Verizon Wireless may suspend or terminate service to affected lines, deny activation of new lines or, upon Legal Notice, may terminate the Agreement, if Customer uses the Wireless Service or Equipment (a) in an illegal manner (including "spamming" or other abusive messaging); (b) in a manner prohibited by the applicable Products or Services; or (c) in a manner that has an adverse impact on our network, operations or customers. Customer shall be solely responsible for the use of the Wireless Service to transmit, receive, store or process its data in compliance with applicable law and regulations. Verizon Wireless provides applications that involve the storage of information which are not designed or intended for use with protected health information ("PHI"), as defined by the Health Insurance Portability and Accountability Act of 1996, as amended; therefore, they must not be used to create, store, transmit or receive PHI. Verizon Wireless will assign one mobile telephone number ("MTN") to each line. Customer can port a MTN to another carrier, but Customer does not have any property right in the MTN. Verizon Wireless may change, reassign or eliminate a MTN upon reasonable notice to Customer under certain circumstances, including fraud prevention, area code changes, and regulatory or statutory law enforcement requirements. If the Equipment requires a Subscriber Identity Module ("SIM") card provided by Verizon Wireless, Verizon Wireless owns any intellectual property or software on the SIM card at the time of delivery.

7. **No Reselling or Purchases by Third Parties:** Unless Verizon Wireless agrees in writing, Customer cannot resell the Products and Services, or Wireless Service or bundle the Wireless Service with or embed it into products or services that Customer provides to its own customers or to any third parties. No third party, including Customer's agents, contractors, vendors, distributors, franchisees or contract employees, is permitted to purchase Equipment, Wireless Service, or Products and Services under this Agreement. Verizon Wireless may terminate Customer's M2M Lines and, upon Legal Notice, may terminate this Agreement and pursue any other available remedies if Customer violates this section.

8. **DISCLAIMER OF WARRANTIES:** VERIZON WIRELESS IS NOT THE MANUFACTURER OF THE EQUIPMENT AND MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, MERCHANTABILITY, CONDITION, QUALITY, PERFORMANCE OR NON-INFRINGEMENT OF THE EQUIPMENT. WITH RESPECT TO VERIZON WIRELESS, CUSTOMER PURCHASES THE EQUIPMENT "AS IS." EQUIPMENT SHALL BE SUBJECT TO ANY WARRANTIES PROVIDED TO CUSTOMER BY THE EQUIPMENT MANUFACTURER.

DocuSign Envelope ID: DA1DB66A-2F9C-47D9-92B6-46249F703175

Exhibit C
AUTHORIZED CONTACTS LIST

Customer FEIN Number: 770016360

Customer Verizon Wireless Profile ID(s): Profile ID# 3412843 - Existing GID# AROC1

Customer Verizon Wireless Account Number: Acct# 0542073919-00008

Verizon Wireless Sales Representative Name/Phone/GID: Patrick O'Dell / 925-337-2590 / E-Code# EPF30

Authorized Contact Name	Authorized Contact Title	Authorized Contact Phone	Authorized Contact Email
Jose Chavez (MYPOC)	Network & Systems Supervisor	408-687-0366	jchavez@arusd.org
Dr. Hilaria Bauer (POC)	Superintendent	408-928-6830	hilaria.bauer@arusd.org
Avtar Gill (POC)	CTO	408-687-1917	avtar.gill@arusd.org
Kolvira Chheng (POC)	Asst Superintendent of Business	408-928-6847	kolvira.ccheng@arusd.org
Daniel Pena (POC)	Network & Systems Supervisor	408-687-1919	daniel.pena@arusd.org

APPROVED

ADOPTED BOARD REPORT

NOV 15 2022

"A" includes:

- Award of Professional Service Contracts not exceeding $250,000: New Contracts; Contract Amendment; Low - Value Purchase Orders; and

- Goods and General Services Contracts not exceeding $250,000: Procurement Transactions - Purchase Orders; Low Value - Purchase Orders; Rental of Facilities; Travel/Conference Attendance; District Card Transactions; General Stores Distribution Center; and Book/Instructional Material Purchase Orders.

Request for Approval of Procurement Actions not under delegated authority listed in Attachment "B" includes:

- Professional Service Contracts (exceeding $250,000): New Contracts; Contract Amendment; and

- Goods and General Services Contracts (exceeding $250,000): New Contracts.

Student Impact:
See attached Board Informatives.

Equity Impact:
See attached for applicable items.

Issues and Analysis:
There are not policy implications on these agreements. The Business and Government Services Team, Office of the General Counsel, has reviewed and approved the agreements as to form.

Attachments:
Attachment "A" - Ratification of Contracts Awarded Under Delegated Authority
Attachment "B" - Request for Approval of Contracts Not Under Delegated Authority

Informatives:

Item A	-	CareerTech Media, LLC, Contract No. 4400010781
Item B	-	Miller Education Consulting Services, Inc., Contract No. 440001767
Item C	-	Leadership for Educational Equity Foundation, Contract No. 440008428-2
Item D	-	Apperson, Inc., Contract No. 4400010690
Item E	-	Warehouse September 2022
Item F	-	Verizon Wireless, Contract No. 4400007482-9
Item G	-	Association for Supervision and Curriculum Development; California Association of African-American Superintendents & Administrators; Carnegie Learning; Center for Powerful Public Schools; Curriculum Associates; New Teacher Center; Power My Learning; Public Consulting Group; Teacher Created Materials; The Curriculum Consortium; Rethink Autism, Contract Nos. 4400010891 through 4400010900, 4400010906
Item H	-	Herff Jones, Inc., Contract No. 4400010868
Item I	-	Catalyst Office, Contract No. 4400010773

ADOPTED BOARD REPORT

File #: Rep-076-22/23, Version: 1

APPROVED NOV 15 2022

RESPECTFULLY SUBMITTED,

ALBERTO M. CARVALHO
Superintendent

APPROVED & PRESENTED BY:

MEGAN K. REILLY
Deputy Superintendent
Business Services & Operations

REVIEWED BY:

DEVORA NAVERA REED
General Counsel

✓ Approved as to form.

APPROVED & PRESENTED BY:

SUNG YON LEE
Business Manager
Office of the Business Manager

REVIEWED BY:

TONY ATIENZA
Director, Budget Services and Financial Planning

✓ Approved as to budget impact statement.

APPROVED & PRESENTED BY:

JUDITH REECE
Chief Procurement Officer
Procurement Services Division

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

10.04

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF TRUSTEES

Date: August 29, 2023

To the Board of Trustees:

Subject: **Approval of AON Contract**

Staff Analysis: Alum Rock currently has an agreement with AON which will expire on December 31, 2023. AON is currently the District's broker and consultant associated with workers' compensation and various property and liability insurance policies. As the District's broker, AON's role is to negotiate with insurance carriers in the open market to procure various insurance policies for the District. As the District's consultant, AON's role is to provide monthly safety training for District staff. Over the last decade AON has helped the District with the implementation of programs and policies that have created a safer work environment and moved the District closer to state and federal safety standards and compliance. AON currently charges an annual fee of $206,000 for broker services and $20,000 for safety consultant services.

Recommendation: Staff is recommending that the Board of Trustees approve AON contract with an annual fee of $206,000 for broker services and $20,000 for safety consultant services for a two (2) year term of January 1, 2024 to December 31, 2025, totaling a not to exceed amount of $452,000.00.

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

To the Board of Trustees:

Recommend Approval

10.04
Agenda Placement

Meeting: September 14, 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.: 18563

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

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

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

Note: All Contracts over $5,000 require pre-approval.

* *Use Independent Contractor Agreement (PUR-116) for unincorporated individuals or in the absent of negotiated agreement.*

Name of Individual/Company: AON Risk Insurance Services West

Address: 707 Wilshire Blvd, Suite 2600 City: Los Angeles State: CA Zip: 90017

Phone: (213) 200-0800 Email: Billy_Deeb@ars.aon.com

SSN: _____ Fed I.D. #: _____

CONTRACT TERM: start dates January 1, 2024 end date December 31, 2025

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

To provide insurance and brokerage management services per year; plus safety consultant services.

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

____ a. **Fee Rate:** $_____ per _____ Not to Exceed _____ of services.

X b. **Other:** $452,000.00 ($206,000 per year for broker services, and $20,000 per year for safety consultant services)

Describe other related costs: _____

BUDGET CODE: 670 0000 0 5450 00 0000 6000 000000 600 9994 M.Newton 9/5/2023
Accountant Initials

_____ _____
Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: _____

Director of Fiscal Services: _____ Date: 9/7/23

Asst. Supt., of Business Services: _____ Date: 9/5/23

Superintendent: _____ Date: _____

Date: August 18, 2023

Re: Compensation Agreement

Dear Dr. Bauer and Mr. Chheng:

Alum Rock Union Elementary School District (hereinafter "You" or "Your" or "Client") has appointed Aon Risk Services West, Inc. ("ARS" or "Us" or "We" or "Our"), as Your Broker of Record for certain casualty, property and other insurance policies, and programs ("Insurance Programs") as scheduled and outlined in Exhibit A – Part I. This Compensation Agreement ("Agreement") confirms our mutual understanding concerning the insurance and/or financial and risk management support services ("Services") to be provided by Us to You in connection with the Insurance Programs as outlined in Exhibit A – Part II. The Services hereunder will be provided in accordance with the terms of this Agreement and with the notices and policies set forth in ARS Disclosures and Commitments to Our Clients, (see also http://www.aon.com/about-aon/corporate-governance/guidelines-policies/ars-disclosures-commitments.jsp) the content of which is hereby acknowledged by Alum Rock Union Elementary School District.

The Services shall commence as of January 1, 2024 and shall end on January 1, 2026 (the "Service Period"). We will not be responsible or liable for any insurance policies, coverages or programs that We did not negotiate or place.

In consideration of the Services to be provided under this Agreement by Us to You during the Service Period, You agree that We shall be compensated as follows:

In consideration of the Services related to the Insurance Programs scheduled in Exhibit A- Part I (A) ("Part A Insurance Programs"), You agree We shall earn compensation comprised of 1) an annual fee payable by You in the amount of $206,000 ("WC Broker Fee") and $20,000 ("Loss Control Services and Training Fee") and 2) where allowable by law, such commission amounts in addition to the Fee as with your approval may be payable to Us by Your insurers. The Fee shall be payable to Us prior to the commencement of the Service Period and thereafter at each annual anniversary of the commencement of the Service Period unless otherwise set forth in Exhibit A and shall include any and all expenses for Our travel and entertainment unless otherwise set forth in Exhibit A. Compensation is payable on December 31, 2024 and 2025 in conjunction with policy renewal date.

In consideration of the Services related to the Insurance Programs scheduled in Exhibit A - Part I (B) ("Part B Insurance Programs"), You agree We shall be entitled to earn and retain the full amount of commissions payable to Us by Your insurers. Commissions payable on the Part B Insurance Programs shall be in addition to and not, for any reason, credited against the Fee.

In addition to the compensation set forth herein, We may be entitled to receive revenue from third parties due to, including but not limited to, contingencies, overrides, bonus commissions, national additional commissions, and/or administrative expense reimbursements. This revenue shall be retained by Us and shall not, for any reason, be credited against the Fee or any other compensation earned hereunder.

Premiums paid by Client to ARS for remittance to insurers and Client premium refunds paid to ARS by insurance companies for remittance to Client are deposited into fiduciary accounts in accordance with applicable insurance laws until they are due to be paid to the insurance company or Client. Subject to such laws and the applicable insurance company's consent, where required, ARS will retain the interest or investment income earned while such funds are on deposit in such accounts.

To the extent that any portion of Our compensation, by operation of law, agreement or otherwise, becomes adjusted or credited to You, it is Your responsibility to disclose the actual net cost to You of the brokerage and insurance costs You have incurred to third party(ies) having an interest in such amounts.

We agree to reasonably assist You with administering policies, coverages or programs preceding those listed in Exhibit A, Part I to the extent You have advised Us of Your need for such assistance. If You need or request unanticipated levels of assistance for such policies, coverages or programs, You and We shall negotiate and agree in writing to the additional amount(s) of compensation We shall be entitled to receive from You for such services.

We will deliver the Services based upon the information You or Your representatives provide to Us and the demands and needs that You expressly advise Us of. You understand You are responsible for the accuracy and completeness of any information You or Your representatives provide Us and that We accept no responsibility for losses, damages or costs arising from Your failure to so inform Us. You acknowledge the importance of providing Us promptly with the information needed to deliver the Services and to update any information where there has been a material change which may affect the scope of delivery of the Services, such as a change in the nature of the risk, insured entities, property values and persons or entities to be covered.

You shall inform Us in the event that Your operations change substantially by merger, acquisition, expansion or other material change in scope and nature of exposures, losses and/or Insurance Program, or if there is a substantial midterm change to programs or limits, You and We will negotiate in good faith to revise the Agreement as appropriate.

You acknowledge that You will carefully review all documents We give you (including binders, policies and endorsements) and advise Us immediately of any mistakes of fact or contents in such documents that do not address Your needs. The absence of such notification to Us will be deemed as confirmation that the documents fully conform to Your needs and instructions.

When, in ARS' judgment, it should become necessary or appropriate to use the services of other intermediaries, including, but not limited to, managing general agents/managing general underwriters, wholesale brokers or facultative reinsurance brokers (collectively "Intermediaries") to assist in accessing, negotiating, placing, or procuring insurance markets for the Insurance Programs, ARS will, in all such instances, endeavor to use the services of an ARS-affiliated intermediary. In the event circumstances or Alum Rock Union Elementary School District should require that a non-ARS affiliated intermediary, co-broker or sub-broker, be appointed, retained or engaged to assist in accessing, negotiating, placing or procuring insurance for the Insurance Programs, ARS will not be responsible for any actual or alleged act, error or omission of any such Intermediary, co-broker or sub-broker or of its officers, directors or employees in assisting in accessing, negotiating, placing or procuring insurance for the Insurance Programs. Under all circumstances, any and all compensation earned by any Intermediary, or by any co-broker or sub-broker in connection with the Insurance Programs shall be in addition to the compensation paid to ARS hereunder.

In some instances, insurance placements made by Us on Your behalf may require the payment of state surplus lines or other premium taxes and/or fees in addition to the premium itself. We will make every effort to identify any such tax and/or fee in advance, but in all instances the payment of these taxes and/or fees will remain the responsibility of Alum Rock Union Elementary School District and We will invoice Alum Rock Union Elementary School District for the payment of such taxes and fees.

You acknowledge and agree that the work products provided hereunder by Us are not to be distributed to, used or relied upon by third parties without the written consent of both Us and You, except

such materials may be provided without such written consent to Your legal, accounting and non-insurance financial advisors.

Our obligation to render any and all Services or any further services under this Agreement will terminate at the end of the Service Period. Termination will occur on January 1, 2026 or after We or You have two hundred and forty (240) days after ARS or Alum Rock has tendered either through the U.S. Postal Service, hand delivery, or facsimile transmission, a written notice of termination, whichever occurs first. This agreement may be terminated by either party, with or without cause, upon issuance of such written notice. All annual fees and commissions will be fully earned annually if contract is cancelled after this 240 day window has passed.

All commissions and fees payable to Us under this Agreement shall be deemed fully earned at the inception of the Insurance Programs and are excluded from the above reduction schedule.

Notwithstanding the provisions in this Agreement, its Exhibits and any amendments hereto, in no event will either party, its parent(s), affiliates, subsidiaries, and their respective directors, officers, employees and agents ("Group") be liable to the other Group for any indirect, incidental, special, consequential, exemplary, punitive or reliance damages (including, without limitation, lost or anticipated revenues, lost business opportunities or lost sales or profits, whether or not either Group has been advised of the likelihood of such damages) arising out of services provided by Aon or any of its affiliates.

Each of Us on behalf of ourselves and our respective officers, directors and employees agrees to waive its right to a trial by jury in any lawsuit or other legal proceeding against the other party and/or its parent(s), affiliates, or subsidiaries, in connection with, arising out of or relating to this Agreement, or any services provided to You by ARS or its affiliates. In any such action or legal proceeding, neither party shall name, as a defendant any individual employee, officer or director of the other party or its parent(s), affiliates or subsidiaries.

You hereby consent to the use of Your logo, pictures, and other publicly available information about You, for the purpose of marketing Your Insurance Programs or for use in lists of Aon clients.

This Agreement and its Exhibits may not be changed or modified nor any provision waived without the prior written consent of the parties.

If any provision of this Agreement or its Exhibits or amendments is held to be in violation of any applicable law, statute, regulation, or judicial or administrative order, such provision shall be deemed to be amended to conform to such applicable law, statute, regulation or judicial or administrative order, to the maximum extent permitted by law, and where not so permitted by law, such offending provision shall be deemed to be of no force and effect.

Accepted and Agreed:

Aon Risk Services West, Inc

By: William S. Deeb Date: August 19, 2023

William S. Deeb, Director of Public Entities

Alum Rock Union Elementary School District

By: _____ Date: _____

Exhibit A – Part I – Insurance Programs

This Exhibit pertains only to those policies and programs listed below having policy periods incepting during the Service Period and for which We propose to develop, recommend, negotiate and place insurance and/or risk financing programs are as follows:

(A) Fee-Based Insurance Programs

(B) Commission-Based Insurance Programs

See Attached Schedule of Insurance

Exhibit A – Part II – Scope of Services

This Exhibit covers only those Services to be performed during the Service Period. Compensation for additional services required by You, and compensation for services to be performed after the end of the Service Period shall be separately negotiated.

1. We will develop, recommend, negotiate and place insurance and/or risk financing programs for all coverages listed in the Exhibit A – Part I.

2. We perform various administrative functions related to the procurement of coverage, including, but not limited to, electronic policy filing and storage, expiration tracking, client data management and administration, and invoice processing. Where legally permitted to do so, We charge for Our own account and collects from Our clients, Policy Administration and Invoicing charges to defray the costs of these services. The current Policy Administration Charge is $500 per policy placed. These administrative fees are in addition to and not in lieu of any other service fees agreed to and paid to Us by our clients and/or any commissions paid to Us by insurers, and appear as separately billed charges on the invoices we issue.

3. We will assist You in the gathering and preparation of underwriting information and completion of insurance applications. We will not assume responsibility for the accuracy and completeness of such information and shall be entitled to rely on information provided by You and Your employees. Those applications requiring signature shall be signed by You.

4. We will administer Your relationship with insurance companies including, but not limited to, issues such as billings in connection with selected programs, data reporting other than claim data, and compliance with negotiated requirements.

5. We will provide services such as risk control, claim advocacy and claim consulting, as outlined herein up to a maximum of 120 hours. We will not provide any other risk control, claim advocacy or claim consulting services without Your approval and for which You agree to pay Us additional compensation. We offer no representation or warranty, either express or implied, that as a result of such services You will receive a specific claim payment or monetary savings generally.

   We will provide "basic property and casualty claims consulting." Basic property and casualty claims consulting services consist of: (a) providing information as may be requested by You to enable You to provide notice to insurers whose coverages may apply to any circumstances, occurrences, claims, suits, demands and losses; (b) facilitating contact between You and the insurer(s); (c) providing an overview of coverages that may be available to You under the applicable insurance policy; and, (d) advising You on requirements for payment of a claim. Basic claims advocacy does not include claims notifications to insurers and We do not provide, as part of the Services, legal representation, testimony or depositions.

   You acknowledge it is Your responsibility to take such steps as are necessary to notify directly those insurers whose coverages may apply to any circumstances, occurrences, claims, suits, demands and losses in accordance with and as may be required by the terms and conditions of the policies placed for You under this agreement. You may send copies of such notices to Us as may assist Us in carrying out services relating to claim advocacy and claim consulting as may be set forth above. We undertake no duty or responsibility to monitor Your obligation to place insurers on notice of Your circumstances, occurrences, claims, suits, demands and losses nor to place Your insurers on such notice.

6. We will provide You with an insurance schedule for all coverages listed in Exhibit A – Part I.

AON

Exhibit B – Risk Control Conditions and Limitations

The Services to be performed by Us hereunder, including, without limitation, all surveys and reports, are advisory only and for the sole purpose of assisting You in the development of risk control procedures. We assume no responsibility for management or operation of risk control and safety procedures. You acknowledge and agree that, in the performance of Our duties and obligations hereunder, We shall not be deemed to be acting for or on behalf of Your safety, risk management or other similar department.

Any survey performed by Us pursuant hereto, and any report, recommendation or other material prepared by Us pursuant hereto, shall be based upon the conditions observed and the information supplied by You during any Our visit to Your location(s). We shall be under no obligation to verify or investigate the accuracy or completeness of the data and information provided by You, and We shall have no liability or responsibility for any inaccuracies in the data or information and/or for any reports, services, materials or documents prepared or provided to You based on such inaccurate or incomplete data or information. Any survey performed by Us pursuant hereto is not intended and shall not be deemed to be a comprehensive safety inspection.

You acknowledge and agree that, in Our performance of Services hereunder, We shall not be deemed to have guaranteed, assured or warranted on Your behalf, or for the benefit of others:

1) the safety of Your location(s);

2) that You are in compliance with federal, state and local laws, statutes, ordinances, recommendations, regulations, consensus codes or other standards; or

3) that compliance with, or implementation of, Our recommendations will eliminate or reduce any or all hazards, accidents or other losses.

To the extent any survey prepared by Us pursuant hereto contains a valuation of Your physical structure(s), We shall not be deemed to have made any representation that We are an appraisal agent, and You acknowledge that any values calculated by utilizing the Marshall Swift Valuation (or any other method) are estimates only.

If We or one of Our affiliates prepares a loss control report regarding some or all of Your operations, You hereby consent and agree that any such report may be disclosed to insurers or prospective insurers for the Insurance Programs.

This Attachment covers only those Services listed below which are to be performed during the Service Period. Compensation for additional services required by Alum Rock, and compensation for services to be performed after the end of the Service Period shall be separately negotiated.

1. ARS will develop, recommend, negotiate and place insurance and/or risk financing programs [including contracts, techniques and methods] for all coverages in Exhibit 1.

2. ARS will assist Alum Rock in the gathering and preparation of underwriting information and completion of insurance applications. ARS will not assume responsibility for the accuracy and completeness of such information and shall be entitled to rely on information provided by Alum Rock and it's employees. Those applications requiring signature shall be signed by Alum Rock.

3. ARS will perform loss reserve analysis and provide loss forecasting to Alum Rock for their purposes.

4. ARS will participate in negotiations concerning collateral/security required by insurers and assistance in providing data required.

5. ARS will administer all aspects of Alum Rock's relationship with property/casualty insurance companies including, but not limited to, issues such as billings in connection with selected programs, reporting data, and compliance with negotiated requirements.

6. ARS will organize and conduct quarterly claim reviews of workers compensation reserves.

7. ARS will assist in securing and analyzing claims administration proposals from Third Party Administrators as may be required.

8. ARS will assist Alum Rock in establishing claim administrative requirements and settlement authority procedures with Insurance carrier claims departments or selected Third Party Administrators.

9. ARS will assist in identifying Workers' Compensation Injury Management resources.

10. ARS will, at Alum Rock's request and on their behalf, participate in any claim or administrative settlement discussions and/or communications with insurance carriers.

11. ARS shall undertake to provide such loss control and preventive services as determined by Alum Rock and ARS.

12. ARS will provide Alum Rock with an insurance schedule for all coverages in Exhibit 1.

13. ARS will conduct Safety Inspections as determined by Alum Rock and ARS.

14. ARS will conduct Training as determined by Alum Rock and ARS.

15. ARS will conduct OSHA Compliance Reviews and help Alum Rock implement internal procedures for self-review.

16. ARS will work closely with Alum Rock to correct recommendations and citations issued by OSHA.

17. ARS will assist Alum Rock in developing policies, procedures, and guidelines for their risk management program.

18. ARS will conduct periodic internal file specific reviews at the request of Alum Rock.

19. ARS will provide Alum Rock with an annual analysis of new laws or changes in laws related to workers compensation and OSHA.

20. ARS will assist Alum Rock in identifying training as required by OSHA and implementing this training.

21. ARS will monitor mandatory postings within Alum Rock for OSHA compliance.

22. ARS will assist Alum Rock in providing employees state-mandated information regarding workers compensation benefits.

23. ARS will maintain its records as respects Alum Rock insurance coverage and risk management programs in accordance with ARS's record keeping requirements.

24. ARS will perform a Risk Management Analysis to identify all possible exposures and then present solutions to address these issues.

As respects claims administration and/or loss control/prevention services provided, ARS offers no warranty either express or implied that as a result of such services Alum Rock will either receive a specific claim payment or monetary savings.

In addition, Alum Rock acknowledges that ARS cannot detect or include every loss potential hazard, statutory or code violation, or violation of good practice.

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

11.01

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: August 21, 2023

Subject: **Maxim Healthcare Services**

Staff Analysis: Maxim Healthcare will provide two Board Certified Behavior Analysts (BCBA) who will educates, observe and supervise the educational activities for the general education population of Alum Rock.

Recommendation: Staff recommends that the Board of Trustees approve the contract increase with Maxim Healthcare Services in the amount of $374,400 for the 2023-2024 school year to $1,074,400.

Submitted by: Anthony Colonna Title: Director, Special Education

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

To the Board of Trustees: Meeting: September 14, 2023
Regular Board Meeting

Recommend Approval

11.01
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

PURCHASE ORDER / CONTRACT CHANGE ORDER (POCO)

P.O. No. _____ Contract No. 247015 Contract Original Amount: $700.000

Vendor Name: Maxim Healthcare Services Vendor No. 300165

Please check:

_____ Cancel P.O. / Contract
_____ Change Item No.: _____
_____ Increase Amount Line Item No.: _____
_____ Decrease Amount Line Item No.: _____
✓ Add Line No.: 3
_____ 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	$700,000
Change Order #: 1	$374,400
Change Order #: _____	$_____
Change Order #: _____	$_____
New Contract Total (including Change Orders)	$1,074,400

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
3	060	3214	0	5815	00	1110	1000	000000	360	7393	+374,400	

Reason for Adjustment:
Adding 2 Board Certified Behavior Analysts (BCBA) for District use in general education support.

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.)

maxim
healthcare services

AGREEMENT AMENDMENT

This Amendment (hereinafter "Amendment") to the Alum Rock Union School District (hereinafter "Agreement") is entered into this 3rd day of August, 2023, by and between **Alum Rock Union School District** located at 2930 Gay Ave. San Jose, CA 95127, referred to in this Agreement as "FACILITY," and **Maxim Healthcare Staffing Services, Inc.,** a Maryland Corporation including its affiliates and subsidiaries, with an office located at 2870 Zanker Rd San Jose CA 95134, referred to in this Agreement as "MAXIM."

RECITALS

WHEREAS, FACILITY and MAXIM entered into the Agreement, with an effective date of August 3rd, 2023.

WHEREAS, FACILTY and MAXIM wish to amend the Agreement to incorporate the following terms and conditions.

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, FACILITY and MAXIM hereby agree to amend the Agreement to reflect the following terms and conditions.

The following rates shall be applicable as of the Effective Date listed below:

Services	Rate
Board Certified Behavior Analyst – Lucas Bradley	$130
Board Certified Behavior Analyst – Neelum Kamalia	$130
Total Cost	$374,400

The terms and conditions of this Amendment are effective as of August 3rd, 2023. All other terms and conditions will remain unchanged as stated in the Agreement.

Copyright 2021
Maxim Healthcare Staffing Services, Inc.
Rights Reserved
All

FACILITY 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 above.

ALUM ROCK UNION SCHOOL DISTRICT	MAXIM HEALTHCARE STAFFING SERVICES, INC.:
DocuSigned by: Dr. Hilaria Bauer B1F6540B4CEC434...	
Signature	Signature
Dr. Hilaria Bauer Superintendent	
Printed Name & Title	Printed Name & Title
14-Aug-23	
Date	Date

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

11.02

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

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

Subject: **Preschool Program Services Addition to contract 247125 between THINK Together and Alum Rock Union School District**

Staff Analysis: **On August 10, 20023 the Board of Trustees approved the licensed preschool program at Adelante I, Adelante II, and McCollam (contract 247125). THINK Together in coordination with Alum Rock School District is extending the preschool services program to Ben Painter elementary for the 2023-2024 SY. Services will be provided for up to twenty-four (24) children at a zero (0) cost to the District.**

In addition to contract 247125, THINK Together will assign a Teacher Aide at McCollam elementary for the existing preschool program. This Teacher Aide will be available four (4) hours per day over 246 program days during the 2023-2024 school year. ARUSD shall pay THINK Together a fee not to exceed $41,941 dollars to provide the services described. THINK Together will invoice ARUSD monthly, over a period of ten months, beginning August 2023 - May 2024.

Recommendation: **Staff recommends that the Board of Trustees approve the additional licensed preschool program at Ben Painter elementary at the cost of zero dollars, along with the approval of the Teacher Aide for McCollam elementary at a cost of $41,941 dollars.**

Submitted by: Dr. Dianna Ballesteros DJB Title: Director of Early Learning

Approved by: Barbara Campbell BL Title: Assistant Superintendent of Instructional Services

To the Board of Trustees:

Meeting: September 14, 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: _____

Doc ID: 05c0d8e077d7fe112718b412e608eb2eb6f2eb1

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

PURCHASE ORDER / CONTRACT CHARGE ORDER (POCO)

P.O. No. _____ Contract No. 247125 Contract Original Amount: $1,090,210.50

Vendor Name: Think Together, Inc Vendor No. 021410

Please check:

_____ Cancel P.O. / Contract

✔ Change Item No.: 01

_____ Increase Amount Line Item No.: _____

_____ Decrease Amount Line Item No.: _____

✔ Add Line No.: 02

_____ Delete Line No.: _____

_____ Add/Change object code to: _____

_____ Add Freight: $_____

_____ Add Tax: _____%

_____ Disencumber

_____ Add/Change Prog. No. to: _____

✔ Other Add new account string

CONTRACTS ONLY

Change Orders:

Contracts Original Amount	$1,090,210.50
Change Order #: 1	$0.00
Change Order #: 2	$41,941.00
Change Order #: _____	$_____
New Contract Total (including Change Orders)	$1,132,151.50

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	PRG. TITLE	BUS. OFC
		0		00								
120	6053	0	5815	00	0001	1000	000050	065	7394	41,941.00	UPK	

Reason for Adjustment:
This MOU is an Amendment to the Board approved Think Together contract #247125 for 2023-2024 to add to the existing Scope of Services. Ben Painter Elementary will be added to the scope of services being provided by contract #247125. This service will be provided for up to 24 children for the 2023-2024 school year at a zero (0) cost.

In addition, it is agreed that Think Together will assign a Teacher Aide at McCollam Elementary for up to four hours per day over 246 program days during the 2023-2024 school year. ARUSD shall pay to Think Together a fee not to exceed $41,941 to provide the services described above. Think Together shall invoice ARUSD monthly, over ten months, from August 2023-May 2024.

School/Dept.: Early Learning Requested by: Dr. Dianna Ballesteros

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

Dr. Dianna J. Ballesteros Program Manager

_____ Purchasing Manager

Date Requested: 9/6/2023 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.)

MEMORANDUM OF UNDERSTANDING
Between
Alum Rock Union Elementary School District
And
THINK Together, Inc.

PURPOSE

The Memorandum of Understanding (MOU) that follows is a formal agreement between the Alum Rock Union Elementary School District (ARUESD) and THINK Together to collaborate in providing preschool services at Ben Painter Elementary.

SCOPE OF SERVICES

It is agreed that THINK Together will provide *preschool* services at Ben Painter elementary. THINK Together in coordination with the ARUSD will offer a comprehensive licensed preschool program, the Alum Rock School Readiness Program, which meets the developmental needs of the children it serves. The program will focus on the whole child but will have a strong focus on literacy and Math servicing up to 24 children. The program will operate a full-day 7 hours program for 246 days. THINK Together will secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this MOU.

Control of Property

Alum Rock Union Elementary School District is a California Local Educational Agency (LEA). Alum Rock Union, Elementary School District, is overseen and governed by an elected board of trustees and a superintendent. The property at Ben Painter Elementary, 500 Rough & Ready Road., San Jose, California 95133 is a special-purpose educational entity where our educational partners Think Together, Inc. will provide a California State Preschool Program (CSPP) expanding the state's current mixed delivery system that meets the early learning and care needs to 3-year-old children and their families. It includes state and school districts' early learning, community-based providers that offer a preschool with expanded learning experience, and extended afterschool learning programs.

TERM

This Memorandum of Understanding shall become effective immediately when signed by both parties and remain in effect through June 30, 2024.

TERMINATION

Unless otherwise terminated as provided below, this MOU shall continue in force during the Term, or until the services provided for herein have been fully and completely performed, whichever shall occur first, and shall thereupon terminate.

If the ARUESD makes a good faith, reasonable determination that Think Together is in default of its obligations under this MOU, ARUESD must provide Think Together with a written request to cure the default. If the ARUESD reasonably believes that the default has not been cured within thirty (30) days of such written request to cure, then the ARUESD shall have the right to immediately terminate this MOU upon written notification to Think Together.

If at any time during the performance of this MOU the ARUESD determines, at its sole discretion, to suspend indefinitely or abandon the work under this MOU, the ARUESD shall have the right to terminate the performance of Think Together's services hereunder by giving sixty (60) days written notification to Think Together of its intention to terminate.

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INDEMNIFICATION
Think Together shall indemnify, pay for the defense of, and hold harmless ARUESD and its officers, agents, and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions, and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of Think Together's negligent or willful acts and/or omissions in rendering any services hereunder. Think Together shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the social security, workers' compensation or income tax law, or any disability or unemployment law, or retirement contribution of any sort whatever, concerning Think Together or any employee of Think Together and shall further indemnify, pay for the defense of, and hold harmless ARUESD of and from any such payment or liability arising out of or in any manner connected with Think Together's performance under this MOU.

The ARUESD shall indemnify, pay for the defense of, and hold harmless Think Together and its officers, agents and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions, and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of the ARUESD's negligent or willful acts and/or omissions in relation to this MOU.

SUBCONTRACT AND ASSIGNMENT
Neither party shall assign its rights, duties, or privileges under this MOU, nor shall either party attempt to confer any of its rights, duties or privileges under this MOU on any third party, without the written consent of the other party.

INDEPENDENT CORPORATION STATUS
This MOU is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

CALIFORNIA LAW
This MOU shall be governed by and the rights, duties, and obligation of the parties shall be determined and enforced in accordance with the laws of the State of California.

AMENDMENT
This MOU may be amended only by written instrument signed by duly authorized representatives of the ARUESD and THINK Together.

NOTICES
Any notice required to be given by the terms of this document shall be deemed to have been given when the same is personally delivered, or sent by first-class mail, postage prepaid, addressed to the respective parties as follows:

To: THINK Together, Inc.
2101 E. Fourth St, Suite B-200
Santa Ana, CA 92705

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

SEVERABILITY
The invalidity in whole or in part of any provision of this MOU shall not void or affect the validity of any other provision of this MOU.

IN WITNESS THEREOF, THINK Together, Inc. and Alum Rock Union Elementary School District have executed this Memorandum of Understanding as of the dates indicated below.

Doc ID: ad42c0dbd5b88dd530f58bf92df99a48e737133b

Hilaria Bauer, PH.D.
Superintendent
Alum Rock Union Elementary School District

Date

Randy Barth
Founder & CEO
THINK Together, Inc.

08 / 22 / 2023

Date

Doc ID: ad42c0dbd5b88dd530f58bf92df99a48e737133b

MEMORANDUM OF UNDERSTANDING
Between
Alum Rock Union School District
And
Think Together, Inc.

PURPOSE

The Memorandum of Understanding (MOU) that follows is a formal agreement between Alum Rock Union School District (herein referred to as "ARUSD" or "District") and Think Together to assign a Teacher's Aide within the District during the 2023/24 school year. The goal of our programs is to develop integrated partnerships to deliver high-quality expanded learning opportunities that align with District priorities to help students improve academic performance, enhance health and wellness, and increase social-emotional capacity.

SCOPE OF SERVICES

It is agreed that Think Together will assign a Teacher Aid at McCollam Elementary School for up to four hours per day over 246 program days during the 2023/24 school year. Think Together shall provide all of the necessary materials required to serve the school site, program leaders, and students. Think Together will apply a 15% administrative fee.

FEE FOR SERVICES

ARUSD shall pay to Think Together a fee not to exceed $41,941 (FORTY-ONE THOUSAND, NINE HUNDRED FORTY-ONE DOLLARS) to provide the services describe above. Think Together shall invoice ARUSD monthly, over ten months, from August 2023 through May 2024. Each invoice shall be equal to 10% of the total fee.

TERM

This MOU shall become effective immediately when signed by both parties and remain in effect until both parties have fulfilled all obligations of this MOU or by June 30, 2024, whichever occurs first, and shall thereupon terminate.

TERMINATION

If the ARUSD makes a good faith, reasonable determination that Think Together is in default of its obligations under this MOU, ARUSD must provide Think Together with a written request to cure the default. If the ARUSD reasonably believes that the default has not been cured within thirty (30) days of such written request to cure, then the ARUSD shall have the right to immediately terminate this MOU upon written notification to Think Together.

If at any time during the performance of this MOU the ARUSD determines, at its sole discretion, to suspend indefinitely or abandon the work under this MOU, the ARUSD shall have the right to terminate the performance of Think Together's services hereunder by giving thirty (30) days written notification to Think Together of its intention to terminate and shall pay Think Together for all fees earned through the date of termination

INDEMNIFICATION

Think Together shall indemnify, pay for the defense of, and hold harmless ARUSD and its officers, agents, and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions, and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of Think Together's negligent or willful acts and/or omissions in rendering any services hereunder. Think Together shall assume

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full responsibility for payments of federal, state and local taxes or contributions imposed or required under the social security, workers' compensation or income tax law, or any disability or unemployment law, or retirement contribution of any sort whatever, concerning Think Together or any employee of Think Together and shall further indemnify, pay for the defense of, and hold harmless ARUSD of and from any such payment or liability arising out of or in any manner connected with Think Together's performance under this MOU.

The ARUSD shall indemnify, pay for the defense of, and hold harmless Think Together and its officers, agents and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions, and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of the ARUSD's negligent or willful acts and/or omissions in relation to this MOU.

SUBCONTRACT AND ASSIGNMENT
Neither party shall assign its rights, duties, or privileges under this MOU, nor shall either party attempt to confer any of its rights, duties or privileges under this MOU on any third party, without the written consent of the other party.

INDEPENDENT CORPORATION STATUS
This MOU is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

CALIFORNIA LAW
This MOU shall be governed by and the rights, duties, and obligation of the parties shall be determined and enforced in accordance with the laws of the State of California.

AMENDMENT
This MOU may be amended only by written instrument signed by duly authorized representatives of the ARUSD and Think Together.

SEVERABILITY
The invalidity in whole or in part of any provision of this MOU shall not void or affect the validity of any other provision of this MOU.

Doc ID: 41e6a7823baefb4ccef9da4dde5fcc067c5e560c

IN WITNESS THEREOF, Think Together, Inc. and the Alum Rock Union School District have executed this Memorandum of Understanding as of the dates indicated below.

Hilaria Bauer, PH. D. **Superintendent** **Alum Rock Union School District**	Randy Barth CEO & Founder **Think Together, Inc**
Date	08 / 17 / 2023 Date

Doc ID: 41e6a7823baefb4ccef9da4dde5fcc067c5e560c

11.03

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: August 18, 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 a new student that has moved in and is attending AchieveKids. Due to the severity of their disability, a nonpublic school placement is required.

Recommendation: Staff recommends that the Board of Trustees approve the contract increase with AchieveKids for the 2023-2024 school year in the amount of $93,837 for a total cost of $197,769.

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

11.03
Agenda Placement

Meeting: September 14, 2023
Regular Board Meeting

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

PURCHASE ORDER / CONTRACT CHANGE ORDER (POCO)

P.O. No. _____ Contract No. 247091 Contract Original Amount: $103,932

Vendor Name: AchieveKids Vendor No. 10558

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	$103,932
Change Order #: 1	$+93,837
Change Order #: _____	$_____
Change Order #: _____	$_____
New Contract Total (including Change Orders)	$197,769

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	080	6500	0	5100	00	5750	1120	000000	380	1820	+93,837	

Reason for Adjustment:

Student moved into Alum Rock from SJU and attends AchieveKids

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.)

SANTA CLARA COUNTY SELPAs

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN

(Education Code Sections 56365 et seq.)

This agreement is effective on August 17, 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 School District

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 ☐ M ☐ F

ADDRESS: _____ CITY _____ STATE _____ ZIP: _____

PUPIL TELEPHONE NUMBER _____ DOB _____

PUPIL ID/SS NUMBER: _____ GRADE _____

RESIDENTIAL SETTING: ☒ HOME ☐ JCS ☐ FOSTER/LCI NAME: _____

☐ OTHER _____

PARENT/GUARDIAN: _____ PHONE: _____ (Residence) _____ (Business)

ADDRESS: same as above (If different from pupil) CITY: San Jose STATE: CA 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 1:2

Number of days 200 X Per Diem $386.00 = TOTAL BASIC EDUCATION COSTS (A) **$ 77,200.00**

(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			30 min	$206.00					$4,326.00
b Group	1 x wkly			30 min	$103.00					$2,163.00
c Family										
3 OT										
a Individual										
b Consult										
5 Speech /Language										
a Individual										
b Group										
c Consult										
6 Transportation										
Breakfast/Lunch	Daily			daily		$10.00				$ 2,000.00
9 Behavioral Service	wkly			60mins			$194.00			$8,148.00
10 Vocational Services										

MAXIMUM TOTAL RELATED SERVICES COST (B) **$ 16,637.00**

MAXIMUM TOTAL BASIC EDUCATION AND RELATED SERVICES COSTS (A+B) **$ 93,837.00**

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 August 17, 2023 and terminates at 5:00 p.m. on June 30, 2024 unless sooner terminated as provided herein.

LEA Date: _____

Signature

Hilaria Bauer Ph.D.

Type or Print Name

Alum Rock school district

Name of LEA

2930 Gary Avenue

Mailing Address

San Jose, CA 95127

City, State, Zip Code

8/18/2023

CONTRACTOR DocuSigned by: Date: _____

Sarah Drinkwater, PhD.

BFEAC8D2247F4C8...

Signature

Sarah Drinkwater, Head of schools

Type or Print Name

AchieveKids

Name of NPS/NPA

3860 Middlefield Road

Mailing Address

Palo Alto, CA 94303

City, State, Zip Code

11.04

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

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

Subject: **BlazerWorks**

Staff Analysis: Blazerworks will provide a speech therapist to provide tela-therapy to Alum Rock District students participating in Independent Studies. Services will take place on days school is in session.

Recommendation: Staff recommends that the Board of Trustees approve the contract increase with BlazerWorks in the amount of $140,000 for the 2023-2024 school year. Total contracted amount $590,000.

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: September 14, 2023
Regular Board Meeting

Recommend Approval

11.04
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

PURCHASE ORDER / CONTRACT CHANGE ORDER (POCO)

P.O. No. _____ Contract No. 247090 Contract Original Amount: $450,000

Vendor Name: Blazerworks Vendor No. 300706

Please check:

_____ Cancel P.O. / Contract
_____ Change Item No.: _____
_____ Increase Amount Line Item No.: _____
_____ Decrease Amount Line Item No.: _____
✔ Add Line No.: 3
_____ 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	$450,000
Change Order #: 1	$+140,000
Change Order #: _____	$_____
Change Order #: _____	$_____
New Contract Total (including Change Orders)	$590,000

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
3	080	6500	0	5815	00	5750	1120	000000	380	1820	+140,000	CW 8/9/23.
											CD 8/9/23	

Reason for Adjustment:

We need to have a speech therapist for Independent Studies.

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.)

12.01

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:**

July 27, 2023, Special Board Meeting
August 10, 2023, Regular Board Meeting

ACTION

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

To the Board of Trustees: Meeting: September 14, 2023
Regular Board Meeting

Recommend Approval

12.01
Agenda Placement

K Hilaria Bauer
Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

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

MINUTES OF A SPECIAL MEETING OF THE BOARD OF TRUSTEES
of the Alum Rock Union School District
Held on Thursday, July 27, 2023, 6:30 p.m. at the Alum Rock Union School
Board Members and Superintendent participated at 2930 Gay Avenue, San Jose, CA 95127
Meeting #04-23/24

1. OPEN SESSION

1.01 Call to Order/Roll Call/Acknowledgment

President Minh Pham called the Board Meeting to order at 6:35 p.m. followed by Roll Call.

*This is a Special Board Meeting held on July 27, 2023 #04-23/24.

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
Patricia Tovar	Executive Assistant, Business Services

2. CLOSED SESSION

2.01 Announcement and Public Comments Regarding Items to be Discussed in Closed Session

Superintendent Bauer announced the items that would be discussed in Closed Session. There were no public comments from the audience at this time.

The Board recessed to Closed Session at 6:40 p.m.

3. RECONVENE TO OPEN SESSION

3.01 Report of Action Taken in Closed Session

Legal Counsel Rogelio Ruiz reported the following action:

2.03 Conference with Legal Counsel on Existing Litigation from Member Linda Chavez and Second by Corina Herrera-Loera to approve the hearing officer's decision after hearing and all findings therein, and the Personnel Action therein approved in the matter Vasquez v. ARUSD, ADRS No. 23-3479-KJM 5/0.

4. GOVERNANCE TEAM TRAINING

4.01 Brown Act Training

Presentation objectives:

Review the Brown Act;
Consider Recent Developments in the Law; and
Increase and Ensure Transparency and Legal Compliance

5. ADJOURNMENT

5.01 President Adjourns the Meeting

President Minh Pham adjourned the meeting at 9:12 p.m.

Respectfully submitted,

_____

Andrés Quintero
Board Clerk

HB/pt

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

MINUTES OF A REGULAR MEETING OF THE BOARD OF TRUSTEES
of the Alum Rock Union School District
Held on Thursday, August 10, 2023, 6:30 p.m. at the Alum Rock Union School
Board Members and Superintendent participated at 2930 Gay Avenue San Jose, CA 95127
Meeting #05-23/24

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 6:30 pm, followed by Roll Call.

Board Members Present:

Minh Pham	President	
Corina Herrera-Loera	Vice-President	*(arrived late at 7:06 pm)*
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

Clerk Andrés Quintero asked that the Board move item 6.01 before 3.01.

MOTION #01-05 by Clerk Andrés Quintero to approve the agenda with the modification. MOTION #01-05 was seconded by Member Andrea Flores Shelton.

MOTION #01-05 carried* with a *vote of 4 in favor; no opposition; one absent (Vice-President Corina Herrera-Loera); and no abstention.

Superintendent Bauer asked to move item 8.01 before item 3.01

MOTION #02-05 by Member Linda Chavez to approve the agenda with the modification. MOTION #02-05 was seconded by Member Andrea Flores Shelton.

MOTION #02-05 carried* with a *vote of 4 in favor; no opposition; one absent (Vice-President Corina Herrera-Loera); and no abstention.

2. Public Members Who Wish To Address The Board

2.01 Requests to Address the Board

Public Comment:

1) Veronica Talton said she is the only African American in her department. She said there must be a commitment to underline racism and white privilege.

8. Business

8.01 Presentation on the Child Nutrition Services (CNS) Program.

Director, Dennise Mendez gave a presentation regarding the Child Nutrition Services Program.

3. Special Presentation

3.01 Presentation Extended Year Program –Summer 2023.

Director, Sandra Garcia gave a presentation regarding the Alum Rock Summer Scholars Program.

6. Bonds

6.01 Approve Amendment No. 1 to the Agreement between Alum Rock Elementary School District and Community Workforce.

MOTION #03-05 by Member Linda Chavez to approve Action Item 6.01 as presented. MOTION #03-05 was seconded by Clerk Andrés Quintero.

Public Comment:

1) David Bini said he was representing the union workers of Santa Clara and San Benito Counties. He commented there has been a long-standing partnership with ARUSD.

MOTION #03-05 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

4. Comments and Communications

4.01 Teamsters

There was no representative from Teamsters.

4.02 California School Employee's Association (CSEA)

There was no representative from CSEA.

4.03 Alum Rock Educator's Association (AREA)

AREA President Sandra Rivera said she was excited for the new school year. She said there has been fifty new teachers. She asked how the district retains teachers when each year there are 10% educator turnarounds. She thanked the staff for having a successful start to the school year.

4.04 Alum Rock Administrator's Association (ARAA)

There was no representative from ARAA

4. Comments and Communications *(continued)*

4.05 Superintendent

Superintendent Bauer thanked staff for their hard work on having the schools ready for students. She thanked the Board for all their support. She is excited for the new school year and the district is ready to serve the families.

4.06 Board of Trustees/Communications/Comments

Vice-President Corina Herrera-Loera spoke about the opening of the Cesar Chavez Early Learning Center. She mentioned that she is here to serve families. She attended the National Night Out.

Member Linda Chavez thanked all the staff for all that they do. She said she visited the summer camps and she was excited to see them.

Member Andrea Flores Shelton said when a parent comes into the classroom knowing that their child belongs it is what matters to parents. She mentioned that the safety of children is important.

President Minh Pham wished AREA President Sandra Rivera the best in her new role. He said the Cesar Chavez Early Learning Center will bring a lot of opportunities for families and children.

5. Superintendent/Board Business

5.01 Approve Amended Board Policy, Second Reading.

MOTION #04-05 by Clerk Andrés Quintero to approve Action Item 5.01 as presented. MOTION #04-05 was seconded by Vice-President Corina Herrera-Loera.

Public Comment:

1) Sandra Rivera said she recommends that the amount of $900 be more. She said that Alum Rock is the only district in California that is sanctioned.

MOTION #04-05 carried* with a *vote of 4 in favor; one opposition (Member Linda Chavez); no absent; and no abstention.

5. Superintendent/Board Business *(continued)*

5.02 Waive Second Reading Requirement (Per Board Bylaw 9310) and Approve Amended Board Bylaw 9320.

MOTION #05-05 by Vice-President Corina Herrera-Loera to approve Action Item 5.02 as presented. MOTION #05-05 was seconded by Member Andrea Flores Shelton.

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

6. Bonds

6.01 Approve Amendment No. 1 to the Agreement between Alum Rock Elementary School District and Community Workforce.

MOTION #06-05 by Clerk Andrés Quintero to approve Action Item 6.01 as presented. MOTION #06-05 was seconded by Member Linda Chavez.

MOTION #06-05 carried* with a *vote of 4 in favor; no opposition; one absent (Member Andrea Flores Shelton); and no abstention.

6.02 Acceptance of Change Order No. 1 for Contract for #B2223-Bonds40 at Aptitud.

MOTION #07-05 by Clerk Andrés Quintero to approve Action Item 6.02 as presented. MOTION #07-05 was seconded by Member Linda Chavez.

MOTION #07-05 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

6.03 Approval of #B2223-Bonds41 George MS and Cureton ES Fault Line Investigation.

MOTION #08-05 by Member Linda Chavez to approve Action Item 6.03 as presented. MOTION #08-05 was seconded by Clerk Andrés Quintero.

MOTION #08-05 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

6. Bonds *(continued)*

6.04 Acceptance of Bid Package and Contract for #B2223-Bonds48 at Aptitud and Adelante Academy I.

MOTION #09-05 by Member Linda Chavez to approve Action Item 6.04 as presented. MOTION #09-05 was seconded by Clerk Andrés Quintero.

MOTION #09-05 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

6.05 Approval of #B2223-Bonds49 Special Testing and Inspection Services for Portable Classroom Projects at Adelante I and Aptitud.

MOTION #10-05 by Member Linda Chavez to approve Action Item 6.05 as presented. MOTION #10-05 was seconded by Vice-President Corina Herrera-Loera.

MOTION #10-05 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

6.06 Approval of #B2223-Bonds50 Special Testing and Inspection Services for HVAC Upgrade Projects at Adelante II, McCollam, and Russo.

MOTION #11-05 by Clerk Andrés Quintero to approve Action Item 6.06 as presented. MOTION #11-05 was seconded by Vice-President Corina Herrera-Loera.

MOTION #11-05 carried* with a *vote of 4 in favor; no opposition; one absent (Clerk Andrés Quintero); and no abstention.

7. Instructional Services

7.01 Approve California State Preschool Program (CSPP) Contract CSPP-3548.

MOTION #12-05 by Member Linda Chavez to approve Action Item 7.01 as presented. MOTION #12-05 was seconded by Vice-President Corina Herrera-Loera.

MOTION #12-05 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

7. Instructional Services

7.02 Approve THINK Together Designation of California State Preschool Program (CSPP) Facility Responsibility-Adelante I, Adelante II and McCollam Elementary.

MOTION #13-05 by Member Linda Chavez to approve Action Item 7.02 as presented. MOTION #13-05 was seconded by Member Andrea Flores Shelton.

MOTION #13-05 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 Approve Classified Evaluation Tool.

MOTION #14-05 by Member Linda Chavez to approve Action Item 9.02 as presented. MOTION #14-05 was seconded by Clerk Andrés Quintero.

MOTION #14-05 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

10. Contracts Over $100,000

10.01 Approve the Contract with Tutorworks Academic Services for 2023-2024 SY. This contract will provide an on-site and/or virtual academic tutoring program that is customized to address students' specific needs. The program integrates certified staff and technology based support as part of the instructional program.

MOTION #15-05 by Clerk Andrés Quintero to approve Action Item 10.01 as presented. MOTION #15-05 was seconded by Member Linda Chavez.

MOTION #15-05 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

10. Contracts Over $100,000 *(continued)*

10.02 Approve the Contract with LIFT Enrichment for the 2023-2024 SY. This contract will provide 300 hours of in person culinary workshops to students across 16 elementary schools through interactive programs on health, nutrition & how to cook delicious homemade meals at home. Aligned with Common Core Standard and integrated with ARUSD after school programming (ELOP).

MOTION #16-05 by Vice-President Corina Herrera-Loera to approve Action Item 10.02 as presented. MOTION #16-05 was seconded by Member Linda Chavez.

MOTION #16-05 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

10.03 Approve the Contract with Maxim Healthcare Services for 2023-2024 SY. This contract will provide Board Certified Behavioral Analyst (BCBA) and Behavior Technicians/Paraprofessionals to assist Alum Rock teachers/students in the classrooms.

MOTION #17-05 by Member Linda Chavez to approve Action Item 10.03 as presented. MOTION #17-05 was seconded by Vice-President Corina Herrera-Loera.

MOTION #17-05 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

10.04 Approve the Contract Little Heroes for the 2023-2024 school year. This contract will provide youth development programs for up to 15 elementary schools in ARUSD to support and enrich students learning.

MOTION #18-05 by Member Linda Chavez to approve Action Item 10.04 as presented. MOTION #18-05 was seconded by Vice-President Corina Herrera-Loera.

MOTION #18-05 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

10.05 Approve the contract with SLIC Commodity Cooperative for 2023-2024 SY. This contract will provide all raw commodity food items received by USDA and distributed to several manufacturers for further processing to develop meat/meat alternative, whole grain, and vegetable entrees.

10. Contracts Over $100,000 *(continued)*

MOTION #19-05 by Member Linda Chavez to approve Action Item 10.05 as presented. MOTION #19-05 was seconded by Member Andrea Flores Shelton.

MOTION #19-05 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

> **10.06 Approve the Contract with Think Together for the 2023-2024 school year. This contract will offer a licensed preschool program at Adelante I, Adelante II, and McCollam. It will operate as a full-day/full-year program for 246 days, and offer a 7-9-hour program to serve 48 children.**

MOTION #20-05 by Clerk Andrés Quintero to approve Action Item 10.06 as presented. MOTION #20-05 was seconded by Member Andrea Flores Shelton.

MOTION #20-05 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

11. Contract Extension Over $100,000

> **11.01 Approve the Contract Extension with RO Health for the 2022/2023 school year. This contract extension is to provide LVN services to ARUSD students with medical needs. Submitted by: Student Services; original approved contract was in the amount of $310,000.00 with an increase of $141,085.00 for a total contract amount of $451,085.00. A new increase request of $90,000.00 is to pay for final 2022/2023 invoices. The total contract amount for the 2022/2023 SY is in the amount of $531,085.00 dollars.**

MOTION #21-05 by Clerk Andrés Quintero to approve Action Item 11.01 as presented. MOTION #21-05 was seconded by Vice-President Corina Herrera-Loera.

MOTION #21-05 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

12. CONSENT CALENDAR

There was a consensus from the Board to combine and take action on ***Agenda Items 12.01, 12.02, 12.03, 12.04, 12.05, 12.06, 12.07, 12.08, and 12.09.***

- ***Agenda Item 12.01*** *Approve Board Meeting Minutes for the following dates: July 19, 2023, Special Board Meeting and July 20, 2023, Regular Board Meeting.*
- ***Agenda Item 12.02*** *Approve Acceptance of Donations.*
- ***Agenda Item 12.03*** *Approve Acceptance of Vendor & Payroll Warrants*
- ***Agenda Item 12.04*** *Approve Contracts for Professional Services – Individuals.*
- ***Agenda Item 12.05*** *Approve Contracts for Professional Services – Firms/Organizations.*
- ***Agenda Item 12.06*** *Approve Memorandum(s) of Understanding.*
- ***Agenda Item 12.07*** *Approve Resolution No. 04-23/24 Inventory Disposal.*
- ***Agenda Item 12.08*** *Approve/Ratify Notices of Employment and Changes of Status/August 10, 2023.*
- ***Agenda Item 12.09*** *Current Enrollment.*

MOTION #22-05 by Vice-President Corina Herrera-Loera to approve Agenda 12.01, 12.02, 12.03, 12.04, 12.05, 12.06, 12.07, 12.08, and 12.09 as presented. MOTION #22-05 was seconded by Member Andrea Flores Shelton.

MOTION #33-03 carried **with a** ***vote of 4 in favor; no opposition; one absent (Member Linda Chavez); and no abstention.***

13. Closed Session

13.01 Recess to Closed Session

President Minh Pham announced the items that would be discussed in Closed Session. There were no public comments from the audience at this time.

14. RECONVENE TO OPEN SESSION

14.01 Report of Action Taken in Closed Session.

President Minh Pham said there was a quorum.

14. RECONVENE TO OPEN SESSION *(continued)*

Assistant Superintendent Torrico reported the following actions:

13.08 The Board Approved the hiring of Missy Preiksa Administrative Assistant/Human Resources (Confidential).

The Board approved the hiring of Julieta Flores Coordinator of Mental Wellness Support Services.

There were no further actions to report.

15. Future Board Agenda Requests

15.01 Future Board Agenda Requests

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

16. ADJOURNMENT

16.01 President Adjourns the Meeting

President Minh Pham adjourned the meeting at 10:36 pm.

Respectfully submitted,

Andrés Quintero, Board Clerk
mc

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

12.02

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: August 28, 2023

Subject: **Acceptance of Donations**

Staff Analysis: The District has received donations as summarized on the sheet dated September 14, 2023.

Recommendation: Staff recommends approval for acceptance of these donations.

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

To the Board of Trustees:

Recommend Approval

12.02
Agenda Placement

Meeting: September 14, 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
September 14, 2023

ACCEPTANCE OF DONATIONS

DONOR NAME	DESCRIPTION OR PURPOSE	ESTIMATED VALUE	RECEIVING SCHOOL OR DEPARTMENT
Children's Discovery Museum	Materials & Supplies	$ 80.00	Linda Vista Elementary
O'Neill Sea Odyssey	Materials & Supplies	$ 4,000.00	Sheppard Middle
Environmental Volunteers	Materials & Supplies	$ 1,500.00	Renaissance Academy

Linda Vista Elementary

100 Kirk Ave, San Jose, CA 95127
(408) 928-7800 Fax: (408) 928-7801

FISCAL SERVICES
AUG 25 2023 PM

To: Alum Rock Union Elementary School District – Board of Trustees
From: Suzanne Cicala, Principal – Linda Vista
Re: Donation to Linda Vista
Date: Aug 15, 2023

Please place the acceptance of the donations totaling $80.00 for Linda Vista on the consent calendar for the next board meeting.

The donations are comprised of the following:

$80.00 check from Children's Discovery Museum

Please deposit in donation account: 060 9010 0 4300 00 1110 1000 000000 020 2110

Thank you,

Suzanne Cicala

FISCAL SERVICES
AUG 14 2023 PM4:35

August 10, 2023

To: Hilaria Bauer, Ph.D., Superintendent
Honorable Board Members
Alum Rock Union Elementary School District

From: Jennifer Doherty, Principal

Re: Monetary Donations to Sheppard Middle School

Please accept the following donation to be used toward Sheppard's instructional program including, integrating technology, professional development, staff activities that build capacity for shared leadership, community connections and events, student events, students, staff and family recognition.

O'Neill Sea Odyssey

Please deposit into the donation account 06 2110 0 4300 00 1110 1000 0000000 170 2110.

Thank you in advance for your approval.

Jennifer Doherty
Principal, Sheppard Middle School

Renaissance Academy of Arts, Science, and Social Justice
1720 Hopkins Dr. ♦ San Jose, Ca. 95122 ♦ Phone: (408) 928-1950 ♦ Fax: (408) 928-1951

August 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
Environmental Volunteers	$1500.00	To be used to pay for Transportation to Field Trips

Total Amount of Donations: $1500.00
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,

Doug Kleinhenz – School Principal
Primavera Hernandez – Assistant Principal

SCHOOL SERVICES
JUL 9 2023 PM3:14

12.03

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: September 1, 2023

Subject: **Approval of Fundraising Activities**

Staff Analysis: The District has received fundraising requests as summarized on the attached sheet dated September 14, 2023.

Recommendation: Staff recommends approval of these fundraising event requests.

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

To the Board of Trustees:

Recommend Approval

12.03
Agenda Placement

Meeting: September 14, 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
September 14, 2023

APPROVAL OF FUNDRAISING ACTIVITY

SCHOOL	FUNDRAISING ACTIVITY	ACTIVITY SPONSOR	DATE
Ocala STEAM Academy	Catalog Sales	ASB	09/15/23-10/30/23
Ren. Acad @ Fischer	Year Book Pre-Sales	ASB	01/08/24-06/06/24
Ren. Acad @ Fischer	Promotion Gown Sales	ASB	01/08/24-06/06/24
Ren. Acad @ Fischer	Contributions to the ASB Account	ASB	01/08/24-06/06/24
Ren. Acad @ Fischer	PE Clothes Sales	ASB	08/15/23-06/06/24
Ren. Acad @ Fischer	Water Sales	PTO	09/01/23-06/07/24
Ren. Acad @ Fischer	Selling Clothes & Merch Sales	PTO	09/01/23-06/07/24
Ren. Acad @ Fischer	Color Run Walk-a-Thon Sales	PTO	10/17/23-10/17/23
Ren. Acad @ Fischer	Catalog Sales	PTO	10/01/23-12/01/23
Russo/McEntee Academy	Scholastic Book Fair Sales	ASB	10/01/23-10/27/23
Russo/McEntee Academy	Panda Express Sales	ASB	09/15/23-09/15/23

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FISCAL SERVICES
AUG 15 2023 PM12:27

FUNDRAISING EVENT APPROVAL FORM

Fundraiser #: 1 (From Financial Plan)
School Name: Ocala STEAM Academy Date: 8/9/2023
Description of Event: Type Catalog Sales Vendor
Purpose for Event: raise funds for PE supplies and equipment

If selling food what are the items: nuts/chocolates Brand and package size: variety of brands

Explain how food is handled/stored prior to or day of event: orders come in individual bags and boxes

Event Sponsor (please check one) ASB: ✓ Booster Club (PTA, PTO, Other):
Proposed Date(s) of Event: 9/15 - 10/30/23 Time of Event: presentation in PE
Contact Person: Julie Arroyo
Location of Proposed Activity: off campus
Status of Event (please check one): ☒ New Event ☒ Held previously (years): last year

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] Signature 8/9/23 Date

Student Council Approval Date: 6/1/2023 (Middle Schools must attach minutes)
Student Council Representative: Victoria B Signature 8/17/23 Date

Principal Approval: [signature] Signature 8/9/23 Date

Reviewed by Business Services: Maria Nava Date: 8/30/2023

- FUNDRAISING EVENTS INVOLVING FOOD SALES MUST BE REVIEWED BY CNS Director,
  CNS _____ Date: _____
  Approved _____ Denied _____
- FUNDRAISING EVENTS INVOLVING USE OF FACILITIES MUST BE REVIEWED BY MOT
  Director, MOT: _____ Date: _____
  Operations Mgr.: _____ Date: _____
  Approved _____ Denied _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FUNDRAISING EVENT APPROVAL FORM

Fundraiser #: _____ **(From Financial Plan)**

School Name: Renaissance Academy @ Fischer Date: 08/25/2023

Description of Event: Type Year Book Pre-Sale Vendor Treering

Purpose for Event: Profit to be used towards field trips, after school activities, purchase of students incentives to be given during Honor Roll Ceremonies (logo shirts, pencils, certificates) End of the year activities.

If selling food what are the items: N/A Brand and package size: _____

Event Sponsor (please check one) ASB: X Booster Club (PTA, PTO, Other): _____

Proposed Date(s) of Event: 01/08/2024 - 6/06/2024 Time of Event: All day event

Contact Person: Eduarda Brasil

Location of Proposed Activity: On campus

Status of Event (please check one): — New Event ✓ Held previously (years): 17 yrs

A Use of Facilities Form is required for all events outside the normal school hours.

Is the Use of Facilities Form attached? (Form must be included when required) Yes ____ No ✓

Has Revenue Potential form been prepared? (For ASB Only - Form must be included) Yes ✓ No ____

Other Background information (Is proposed fundraising event on current ASB budget?) Yes ✓ No ____

ASB Advisor: _____ Signature _____ Date

Student Council Approval Date: 08/25/23 (Middle Schools must attach minutes)

Student Council Representative: _____ Signature 8/25/23 Date

Principal Approval: _____ Signature 8/25/23 Date

Reviewed by Business Services: _____ Date: 8/30/2023

- FUNDRAISING EVENTS INVOLVING FOOD SALES MUST BE REVIEWED BY CNS Director,

CNS _____ Date: _____

Approved _____ Denied _____

- FUNDRAISING EVENTS INVOLVING USE OF FACILITIES MUST BE REVIEWED BY MOT

Director, MOT: _____ Date: _____

Operations Mgr.: _____ Date: _____

Approved _____ Denied _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FUNDRAISING EVENT APPROVAL FORM

Fundraiser #: _____ **(From Financial Plan)**

School Name: Renaissance Academy @ Fischer Date: 08/25/2023

Description of Event: Type Promotion Gowns Vendor Aaron's Academic Apparel & Graduation

Purpose for Event: Profit to be used towards field trips, after school activities, purchase of students incentives to be given during Honor Roll Ceremonies (logo shirts, pencils, certificates) End of the year activities.

If selling food what are the items: N/A Brand and package size: _____

Event Sponsor (please check one) ASB: X Booster Club (PTA, PTO, Other): _____

Proposed Date(s) of Event: 01/8/24 - 6/06/24 Time of Event: All day event

Contact Person: Eduarda Brasil

Location of Proposed Activity: On campus

Status of Event (please check one): — New Event ✓ Held previously (years): 17 yrs

A Use of Facilities Form is required for all events outside the normal school hours.

Is the Use of Facilities Form attached? (Form must be included when required) Yes ____ No ✓

Has Revenue Potential form been prepared? (For ASB Only - Form must be included) Yes ✓ No ____

Other Background information (Is proposed fundraising event on current ASB budget?) Yes ✓ No ____

ASB Advisor: _____ _____
Signature Date

Student Council Approval Date: 08/24/2023 (Middle Schools must attach minutes)

Student Council Representative: _____ 8/25/23
Signature Date

Principal Approval: _____ 8/25/23
Signature Date

Reviewed by Business Services: _____ Date: 8/30/2023

- FUNDRAISING EVENTS INVOLVING FOOD SALES MUST BE REVIEWED BY CNS Director,

CNS _____ Date: _____

Approved _____ Denied _____

- FUNDRAISING EVENTS INVOLVING USE OF FACILITIES MUST BE REVIEWED BY MOT

Director, MOT: _____ Date: _____

Operations Mgr.: _____ Date: _____

Approved _____ Denied _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Approval:
Contributions to the ASB Account

School Site: Renaissance Academy @ Fischer Date: 08/24/2023

Purpose for Contributions: Parents like to contribute with money to help the Science and Art classes, also they donate money to go towards field trips or extra curriculum activities like sports and end of the year celebrations.

Proposed Date(s) of Event: 01/08/2024 - 06/06/2024

Contact Person: Eduarda Brasil/ Doug Kleinhenz

Student Body Account Number: 9529052004300

Status of Event (please check one): ☐ New Event ☑ Held Previously (Years): 17 yrs

What procedures will be used to account for contributions received?
A receipt will be issued to the parents donating, money will be deposit into ASB account.

Other Background Information (such as other schools or clubs that have held similar events):

ASB Advisor _____ Date: _____
Signature

Student Council Approval Date 08/24/2023

Student Council Representative _____ Date: 8/25/23
School Admin (Elementary) Signature

Principal Approval Doug Kleinhenz Date: 8/25/23
Signature

Reviewed by Business Services: Maria Dew Date: 8/30/2023

Board Approval Date: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FUNDRAISING EVENT APPROVAL FORM

Fundraiser #: _____ **(From Financial Plan)**

School Name: Renaissance Academy @ Fischer Date: 08/25/2023

Description of Event: Type PE Clothes Vendor 4Imprint

Purpose for Event: Profit to be used towards field trips, after school activities, purchase of students incentives to be given during Honor Roll Ceremonies (logo shirts, pencils, certificates) End of the year activities.

If selling food what are the items: N/A Brand and package size: _____

Event Sponsor (please check one) ASB: X Booster Club (PTA, PTO, Other): _____

Proposed Date(s) of Event: 08/15/23 - 6/06/24 Time of Event: All day event

Contact Person: Eduarda Brasil

Location of Proposed Activity: On campus - PE Teachers

Status of Event (please check one): — New Event ✓ Held previously (years): 17 yrs

A Use of Facilities Form is required for all events outside the normal school hours.

Is the Use of Facilities Form attached? (Form must be included when required)	Yes ____	No ✓
Has Revenue Potential form been prepared? (For ASB Only - Form must be included)	Yes ✓	No ____
Other Background information (Is proposed fundraising event on current ASB budget?)	Yes ✓	No ____

ASB Advisor: _____ (Signature) _____ (Date)

Student Council Approval Date: 08/24/2023 (Middle Schools must attach minutes)

Student Council Representative: _____ (Signature) 8/25/23 (Date)

Principal Approval: _____ (Signature) 8/25/23 (Date)

Reviewed by Business Services: _____ Date: 8/30/2023

- FUNDRAISING EVENTS INVOLVING FOOD SALES MUST BE REVIEWED BY CNS Director,

CNS _____ Date: _____

Approved _____ Denied _____

- FUNDRAISING EVENTS INVOLVING USE OF FACILITIES MUST BE REVIEWED BY MOT

Director, MOT: _____ Date: _____

Operations Mgr.: _____ Date: _____

Approved _____ Denied _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FUNDRAISING EVENT APPROVAL FORM

Fundraiser #: _____ **(From Financial Plan)**

School Name: Renaissance Academy @ Fischer Date: 8/22/23

Description of Event: Type Water Sales Vendor Costco & donations

Purpose for Event: Profit to be used towards field trips, after school activities, purchase of students incentives to be given during Honor Roll Ceremonies (logo shirts, pencils, certificates) End of the year activities.

If selling food what are the items: bottled water Brand and package size: Kirkland Signature/variou 16.9 oz

Event Sponsor (please check one) ASB: _____ Booster Club (PTA, PTO, Other): PTO

Proposed Date(s) of Event: 9/1/2023-6/7/2024 Time of Event: All day event

Contact Person: Jennifer Garcia / Eduarda Brasil / Sarah Kretovics

Location of Proposed Activity: On Campus

Status of Event (please check one): ✓ New Event ✓ Held previously (years): 1 year by ASB

A Use of Facilities Form is required for all events outside the normal school hours.

Is the Use of Facilities Form attached? (Form must be included when required) Yes ____ No ✓

Has Revenue Potential form been prepared? (For ASB Only - Form must be included) Yes ____ No ✓

Other Background information (Is proposed fundraising event on current ASB budget?) Yes ____ No ✓

ASB Advisor: _____ _____
Signature Date

Student Council Approval Date: _____ (Middle Schools must attach minutes)

Student Council Representative: _____ _____
Signature Date

Principal Approval: Dylan Kretchmer 8/24/23
Signature Date

Reviewed by Business Services: Maria Newton Date: 8/30/2023

- FUNDRAISING EVENTS INVOLVING FOOD SALES MUST BE REVIEWED BY CNS Director

CNS _____ Date: 8/30/23

Approved ✓ Denied _____

- FUNDRAISING EVENTS INVOLVING USE OF FACILITIES MUST BE REVIEWED BY MOT

Director, MOT: _____ Date: _____

Operations Mgr.: _____ Date: _____

Approved _____ Denied _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FUNDRAISING EVENT APPROVAL FORM

Fundraiser #: _____ **(From Financial Plan)**

School Name: Renaissance Academy @ Fischer Date: 8/22/23

Description of Event: Type Selling School Clothing & Merchandis Vendor Shine on Shirts

Purpose for Event: Profit to be used towards field trips, school activities, purchase of students incentives to be given during Honor Roll Ceremonies (logo shirts, pencils, certificates, etc) & end of the year activities.

If selling food what are the items: N/A Brand and package size: _____

Event Sponsor (please check one) ASB: _____ Booster Club (PTA, PTO, Other) PTO

Proposed Date(s) of Event: 9/1/2023-6/7/2024 Time of Event: All day event

Contact Person: Jennifer Garcia / Eduarda Brasil / Sarah Kretovics

Location of Proposed Activity: On Campus

Status of Event (please check one): — New Event ✓ Held previously (years): 19

A Use of Facilities Form is required for all events outside the normal school hours.

Is the Use of Facilities Form attached? (Form must be included when required)	Yes _____	No ✓
Has Revenue Potential form been prepared? (For ASB Only - Form must be included)	Yes _____	No ✓
Other Background information (Is proposed fundraising event on current ASB budget?)	Yes _____	No ✓

ASB Advisor: _____ (Signature) _____ (Date)

Student Council Approval Date: _____ (Middle Schools must attach minutes)

Student Council Representative: _____ (Signature) _____ (Date)

Principal Approval: [signature] (Signature) 8/24/23 (Date)

Reviewed by Business Services: [signature] Date: 8/30/2023

- FUNDRAISING EVENTS INVOLVING FOOD SALES MUST BE REVIEWED BY CNS Director,

CNS _____ Date: _____

Approved _____ Denied _____

- FUNDRAISING EVENTS INVOLVING USE OF FACILITIES MUST BE REVIEWED BY MOT

Director, MOT: _____ Date: _____

Operations Mgr.: _____ Date: _____

Approved _____ Denied _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FUNDRAISING EVENT APPROVAL FORM

Fundraiser #: _____ **(From Financial Plan)**

School Name: Renaissance Academy @ Fischer Date: 8/22/23

Description of Event: Type Color Run (/walk a thon) Vendor Amazon & Festival of color UAS

Purpose for Event: Profit to be used towards field trips, school activities, purchase of students incentives to be given during Honor Roll Ceremonies (logo shirts, pencils, certificates, etc) & end of the year activities.

If selling food what are the items: N/A Brand and package size: _____

Event Sponsor (please check one) ASB: _____ Booster Club (PTA, PTO, Other): PTO

Proposed Date(s) of Event: 10/17/2023 Time of Event: All day event

Contact Person: Jennifer Garcia / Luvia Solis / Sarah Kretovics

Location of Proposed Activity: On Campus

Status of Event (please check one): ✓ New Event — Held previously (years): _____

A Use of Facilities Form is required for all events outside the normal school hours.

Is the Use of Facilities Form attached? (Form must be included when required) Yes ____ No ✓

Has Revenue Potential form been prepared? (For ASB Only - Form must be included) Yes ____ No ✓

Other Background information (Is proposed fundraising event on current ASB budget?) Yes ____ No ✓

ASB Advisor: _____ (Signature) _____ (Date)

Student Council Approval Date: _____ (Middle Schools must attach minutes)

Student Council Representative: _____ (Signature) _____ (Date)

Principal Approval: Douglas Kleinhuez (Signature) 8/24/23 (Date)

Reviewed by Business Services: Maria Vega Date: 8/30/2023

- FUNDRAISING EVENTS INVOLVING FOOD SALES MUST BE REVIEWED BY CNS Director,

CNS _____ Date: _____

Approved _____ Denied _____

- FUNDRAISING EVENTS INVOLVING USE OF FACILITIES MUST BE REVIEWED BY MOT

Director, MOT: _____ Date: _____

Operations Mgr.: _____ Date: _____

Approved _____ Denied _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

RECEIVED
AUG 28 2023
FISCAL SERVICES

FUNDRAISING EVENT APPROVAL FORM

Fundraiser #: _____ **(From Financial Plan)**

School Name: Renaissance Academy @ Fischer Date: 8/22/23

Description of Event: Type Catalog Sale Vendor Believe Kids

Purpose for Event: Profit to be used towards field trips, school activities, purchase of students incentives to be given during Honor Roll Ceremonies (logo shirts, pencils, certificates, etc) & end of the year activities.

If selling food what are the items: Various Brand and package size: _____

Event Sponsor (please check one) ASB: _____ Booster Club (PTA, PTO, Other): PTO

Proposed Date(s) of Event: 10/1/2023-12/1/2023 Time of Event: After School

Contact Person: Jennifer Garcia / Luvia Solis/ Sarah Kretovics

Location of Proposed Activity: _____

Status of Event (please check one): — New Event ✓ Held previously (years): 4

A Use of Facilities Form is required for all events outside the normal school hours.

Is the Use of Facilities Form attached? (Form must be included when required)	Yes _____	No ✓
Has Revenue Potential form been prepared? (For ASB Only - Form must be included)	Yes _____	No ✓
Other Background information (Is proposed fundraising event on current ASB budget?)	Yes _____	No ✓

ASB Advisor: _____ (Signature) _____ (Date)

Student Council Approval Date: _____ (Middle Schools must attach minutes)

Student Council Representative: _____ (Signature) _____ (Date)

Principal Approval: [signature] (Signature) 8/24/23 (Date)

Reviewed by Business Services: [signature] Date: 8/30/2023

- FUNDRAISING EVENTS INVOLVING FOOD SALES MUST BE REVIEWED BY CNS Director,

CNS _____ Date: _____

Approved _____ Denied _____

- FUNDRAISING EVENTS INVOLVING USE OF FACILITIES MUST BE REVIEWED BY MOT

Director, MOT: _____ Date: _____

Operations Mgr.: _____ Date: _____

Approved _____ Denied _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

RECEIVED
2023 AUG 23 PM 2:23
BUSINESS SERVICES

FUNDRAISING EVENT APPROVAL FORM

Fundraiser #: _____ **(From Financial Plan)**

School Name: Russo McEntee Academy Date: 8/22/23

Description of Event: Type Scholastic Book Fair Vendor Scholastic

Purpose for Event: Raise money for school Husky store, supplies, events for the students, and field trips.

If selling food what are the items: N/A Brand and package size: _____

Explain how food is handled/stored prior to or day of event: N/A

Event Sponsor (please check one) ASB: ✓ Booster Club (PTA, PTO, Other): _____

Proposed Date(s) of Event: 10/23 - 10/27/23 Time of Event: All day 8:00am - 3:00pm

Contact Person: Tanu Kohli

Location of Proposed Activity: School Library

Status of Event (please check one): ☐ New Event ☑ Held previously (years): 2023

Use of Facilities thru Facilitron is required for all events outside the normal school hours.

Is the Use of Facilities Reservation thru Facilitron completed? N/A Yes ☐ No ☐ N/A ☐

Has Revenue Potential form been prepared? (For ASB Only - Form must be included) Yes ☐ No ☐

Other Background information (Is proposed fundraising event on current ASB budget?) Yes ☐ No ☐

ASB Advisor: _____ _____
Signature Date

Student Council Approval Date: _____ (Middle Schools must attach minutes)

Student Council Representative: _____ _____
Signature Date

Principal Approval: Tanu Kohli 08/22/23
Signature Date

Reviewed by Business Services: Maria Newt Date: 8/30/2023

- FUNDRAISING EVENTS INVOLVING FOOD SALES MUST BE REVIEWED BY CNS Director,

  CNS _____ Date: _____

  Approved _____ Denied _____

- FUNDRAISING EVENTS INVOLVING USE OF FACILITIES MUST BE REVIEWED BY MOT

  Director, MOT: _____ Date: _____

  Operations Mgr.: _____ Date: _____

  Approved _____ Denied _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

RECEIVED AUG 22 2023 FISCAL SERVICES

FUNDRAISING EVENT APPROVAL FORM

Fundraiser #: _____ **(From Financial Plan)**

School Name: Russo / McEntee Academy Date: 8/22/23

Description of Event: Type Panda Express Vendor Panda Express

Purpose for Event: To fundraise money for husky store, field trips, supplies for students and events and the garden

If selling food what are the items: NONE Brand and package size: NONE

Explain how food is handled/stored prior to or day of event: Fundraiser is done at the store.

Event Sponsor (please check one) ASB: ✓ Booster Club (PTA, PTO, Other): _____

Proposed Date(s) of Event: 9/15/2023 Time of Event: All Day @ Restaurant

Contact Person: Tanu Kohli

Location of Proposed Activity: 361 N. Capitol Ave. San Jose CA 95132

Status of Event (please check one): ☐ New Event ☑ Held previously (years): 2023

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: Tanu Kohli 08/22/23
Signature Date

Reviewed by Business Services: Maria Nuno Date: 8/30/2023

- FUNDRAISING EVENTS INVOLVING FOOD SALES MUST BE REVIEWED BY CNS Director,

  CNS _____ Date: _____

  Approved _____ Denied _____

- FUNDRAISING EVENTS INVOLVING USE OF FACILITIES MUST BE REVIEWED BY MOT

  Director, MOT: _____ Date: _____

  Operations Mgr.: _____ Date: _____

  Approved _____ Denied _____

12.04

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF TRUSTEES

To the Board of Trustees: September 1, 2023

Subject: **Vendor & Payroll Warrants**

Staff Analysis: Summary of Vendor and Payroll Warrants issued during August month of Fiscal Year 2023/2024.

Total of vendor warrants	$	7,982,149.28
Total of payroll warrants	$	5,503,247.32
Total	**$**	**13,485,396.60**

Recommendation: Staff recommends approval of the Vendor & Payroll Warrants for the month of August 2023.

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

To the Board of Trustees: Meeting: September 14, 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: _____

August 2023

Fund	VENDOR WARRANTS	AMOUNT
010,050,060,080	General Fund (Incl Payroll A/P)	$5,790,509.74
120	Child Development Fund	$683,416.47
130	Cafeteria Fund	$41,314.98
140	Deferred Maintenance Fund	$0.00
210	Building Fund	$66,450.15
250	Capital Facilities Fund	$0.00
350	County School Facility Fund	$0.00
400	Special Reserve for Capital Outlay Fund	$0.00
670	Health and Welfare & Workers Comp	$1,400,142.94
	Subtotal	**$7,981,834.28**
088	Student Body Fund	$315.00
	Total Vendor Warrants	**$7,982,149.28**

	PAYROLL WARRANTS	
	10th of the month	$792,339.91
	EOM Payroll	$4,708,057.16
	AREA EOM	$0.00
	Manual Checks	$5,363.06
	Void Checks	($2,512.81)
	Total Payroll Warrants	**$5,503,247.32**
	Grand Total All Warrants	**$13,485,396.60**

	From		To
AP Warrants used #	4019283	-	4019677
Payroll Direct Deposit Pay Stub used #	4758002	-	4759321
Payroll Checks used #	4405682	-	4758084

AP Check Register - Pivot Table Summary by Vendor
August 2023

Vendor Name	Date	Warrant #	Fund	Sum of Amount
4IMPRINT INC.	8/18/2023	4019574	120	$ 200.14
4IMPRINT INC. Total				**$ 200.14**
5 STAR STUDENTS SOLUTIONS LLC	8/11/2023	4019416	060	$ 2,650.00
5 STAR STUDENTS SOLUTIONS LLC Total				**$ 2,650.00**
ACCELERATE LEARNING INC	8/4/2023	4019316	060	$ 30,090.00
ACCELERATE LEARNING INC Total				**$ 30,090.00**
ACE EMPOWER ACADEMY	8/18/2023	4019496	010	$ 129,576.00
		4019555	010	$ 35,601.00
ACE EMPOWER ACADEMY Total				**$ 165,177.00**
ACHIEVE KIDS	8/11/2023	4019448	080	$ 4,146.00
ACHIEVE KIDS Total				**$ 4,146.00**
ACME PACIFIC REPAIRS INC.	8/11/2023	4019477	050	$ 345.81
	8/25/2023	4019614	050	$ 400.79
ACME PACIFIC REPAIRS INC. Total				**$ 746.60**
ACSA FOUNDATION FOR	8/10/2023	4019362	010	$ 1,000.00
ACSA FOUNDATION FOR Total				**$ 1,000.00**
ACTIVE INTERNET TECHNOLOGIES	8/4/2023	4019325	010	$ 18,900.00
ACTIVE INTERNET TECHNOLOGIES Total				**$ 18,900.00**
ALBAELENA MARIA DIAZ TAMAYO	8/25/2023	4019647	130	$ 108.07
ALBAELENA MARIA DIAZ TAMAYO Total				**$ 108.07**
ALECIA KELLEY	8/11/2023	4019374	088	$ 315.00
ALECIA KELLEY Total				**$ 315.00**
ALEX STEWART	8/18/2023	4019521	080	$ 14,332.50
ALEX STEWART Total				**$ 14,332.50**
ALFONSO VILLALBA GARAY	8/11/2023	4019427	010	$ 214.10
ALFONSO VILLALBA GARAY Total				**$ 214.10**
ALFREDO GONZALEZ	8/11/2023	4019464	010	$ 139.43
ALFREDO GONZALEZ Total				**$ 139.43**
ALLIED REFRIGERATION INC.	8/4/2023	4019342	050	$ 816.35
	8/25/2023	4019595	050	$ 985.95
ALLIED REFRIGERATION INC. Total				**$ 1,802.30**
ALLISON ROSE ANDERSON	8/11/2023	4019382	080	$ 67.74
ALLISON ROSE ANDERSON Total				**$ 67.74**
ALPHA BLANCA ALVARADO(ALPHA1)	8/18/2023	4019497	010	$ 289,618.00
		4019556	010	$ 85,285.00
ALPHA BLANCA ALVARADO(ALPHA1) Total				**$ 374,903.00**
ALPHA JOSE HERNANDEZ (ALPHA	8/18/2023	4019498	010	$ 341,729.00
		4019557	010	$ 81,306.00
ALPHA JOSE HERNANDEZ (ALPHA Total				**$ 423,035.00**
AMANDA LEA CHAMBERS	8/18/2023	4019522	060	$ 826.00
AMANDA LEA CHAMBERS Total				**$ 826.00**
AMAZON.COM LLC	8/4/2023	4019304	010	$ 1,722.65
			120	$ 344.53
		4019306	010	$ 419.98
		4019310	060	$ 115.92
		4019343	010	$ 300.11
	8/11/2023	4019417	010	$ 517.47
	8/18/2023	4019505	010	$ 89.72
		4019523	130	$ 1,362.00
	8/25/2023	4019596	010	$ 917.19
		4019615	010	$ 119.52
		4019625	080	$ 17.45
		4019630	010	$ 29.52
		4019657	010	$ 443.20
AMAZON.COM LLC Total				**$ 6,399.26**

Vendor Name	Date	Warrant #	Fund	Sum of Amount
AMY ELIZABETH RODRIGUES	8/4/2023	4019317	010	$ 9.17
	8/11/2023	4019490	010	$ 2,083.39
AMY ELIZABETH RODRIGUES Total				**$ 2,092.56**
ANA LILIA ESPINOZA RIOS	8/18/2023	4019558	010	$ 127.66
ANA LILIA ESPINOZA RIOS Total				**$ 127.66**
ANABELLE E. FOZ	8/11/2023	4019428	010	$ 214.10
ANABELLE E. FOZ Total				**$ 214.10**
ANDRE BOUDIN BAKERIES	8/18/2023	4019524	010	$ 414.76
ANDRE BOUDIN BAKERIES Total				**$ 414.76**
ANITA GHOSH	8/11/2023	4019465	010	$ 36.36
ANITA GHOSH Total				**$ 36.36**
ANNYA R ARTIGAS	8/4/2023	4019302	060	$ 298.55
ANNYA R ARTIGAS Total				**$ 298.55**
ANSELMO TREJO OREGON	8/11/2023	4019466	010	$ 147.65
ANSELMO TREJO OREGON Total				**$ 147.65**
ANTHONY COLONNA	8/4/2023	4019318	080	$ 95.03
ANTHONY COLONNA Total				**$ 95.03**
AON RISK INSURANCE SERVICES	8/25/2023	4019626	010	$ 1,565.00
AON RISK INSURANCE SERVICES Total				**$ 1,565.00**
APPLE INC.	8/25/2023	4019648	010	$ 383.94
APPLE INC. Total				**$ 383.94**
ARC ALTERNATIVES	8/18/2023	4019525	210	$ 3,736.79
ARC ALTERNATIVES Total				**$ 3,736.79**
ARENA STUART RENTALS INC	8/18/2023	4019515	010	$ 2,600.00
ARENA STUART RENTALS INC Total				**$ 2,600.00**
ARLENE U ILLA	8/18/2023	4019583	010	$ 168.48
ARLENE U ILLA Total				**$ 168.48**
ASSOCIATION OF CALIFORNIA	8/10/2023	4019364	010	$ 2,888.36
ASSOCIATION OF CALIFORNIA Total				**$ 2,888.36**
AT&T	8/17/2023	4019492	010	$ 2,228.08
	8/24/2023	4019592	010	$ 1,471.83
AT&T Total				**$ 3,699.91**
AVID CENTER	8/11/2023	4019383	010	$ 2,850.00
AVID CENTER Total				**$ 2,850.00**
AXIOM COMMUNICATIONS SYSTEMS	8/11/2023	4019449	050	$ 540.00
AXIOM COMMUNICATIONS SYSTEMS Total				**$ 540.00**
A-Z BUS SALES INC	8/4/2023	4019341	010	$ 759.73
	8/25/2023	4019613	010	$ 429.45
A-Z BUS SALES INC Total				**$ 1,189.18**
BARBARA CAMPBELL	8/11/2023	4019478	010	$ 299.04
BARBARA CAMPBELL Total				**$ 299.04**
BATTERY SYSTEMS INC	8/11/2023	4019450	050	$ 86.71
BATTERY SYSTEMS INC Total				**$ 86.71**
BAY AREA FLOOR MACHINE	8/4/2023	4019288	010	$ 737.55
		4019344	010	$ 106.21
	8/18/2023	4019526	010	$ 559.17
	8/25/2023	4019658	010	$ 343.96
BAY AREA FLOOR MACHINE Total				**$ 1,746.89**
BENCHMARK EDUCATION COMPANY	8/11/2023	4019384	060	$ 2,370.00
	8/25/2023	4019616	060	$ 5,658.37
BENCHMARK EDUCATION COMPANY Total				**$ 8,028.37**
BIOMETRICS4ALL INC.	8/11/2023	4019375	010	$ 21.75
BIOMETRICS4ALL INC. Total				**$ 21.75**
BIZON GROUP INC	8/18/2023	4019527	210	$ 325.94
BIZON GROUP INC Total				**$ 325.94**

AP Check Register - Pivot Table Summary by Vendor
August 2023

Vendor Name	Date	Warrant #	Fund		Sum of Amount
BLUETRITON BRANDS INC.	8/3/2023	4019284	010	$	85.20
			130	$	75.51
	8/17/2023	4019494	010	$	923.01
			050	$	141.16
	8/24/2023	4019593	010	$	444.70
			080	$	16.48
	8/31/2023	4019677	010	$	51.38
			130	$	57.93
BLUETRITON BRANDS INC. Total				$	1,795.37
BOOKNOOK INC.	8/11/2023	4019418	060	$	5,820.00
BOOKNOOK INC. Total				$	5,820.00
BRAINPOP LLC.	8/11/2023	4019385	060	$	23,100.00
BRAINPOP LLC. Total				$	23,100.00
CALIFORNIA DEPARTMENT OF ED	8/17/2023	4019493	010	$	2,745.59
CALIFORNIA DEPARTMENT OF ED Total				$	2,745.59
CALIFORNIA SCHOOL BOARDS	8/4/2023	4019329	010	$	27,680.00
CALIFORNIA SCHOOL BOARDS Total				$	27,680.00
CALIFORNIA UNITED MECHANICAL,	8/18/2023	4019529	050	$	1,427.82
CALIFORNIA UNITED MECHANICAL, Total				$	1,427.82
CAL-STEAM INC.	8/4/2023	4019345	050	$	451.46
	8/11/2023	4019451	050	$	329.29
	8/18/2023	4019528	050	$	947.86
	8/25/2023	4019597	050	$	654.90
CAL-STEAM INC. Total				$	2,383.51
CAM TY THI NGUYEN LE	8/11/2023	4019429	010	$	214.10
CAM TY THI NGUYEN LE Total				$	214.10
CAMBIUM LEARNING INC.	8/11/2023	4019386	060	$	22,427.06
	8/25/2023	4019617	060	$	21,518.60
CAMBIUM LEARNING INC. Total				$	43,945.66
CANON FINANCIAL SERVICES INC.	8/11/2023	4019476	010	$	4,907.32
			060	$	3,528.46
			050	$	127.97
			080	$	351.12
			130	$	145.47
			210	$	127.97
	8/18/2023	4019516	010	$	1,500.25
			060	$	946.11
			130	$	300.75
	8/28/2023	4019675	010	$	3,407.07
			060	$	2,582.35
			050	$	127.97
			080	$	351.12
			130	$	446.22
			210	$	127.97
CANON FINANCIAL SERVICES INC. Total				$	18,978.12
CARLOS GUERRA PACHECO	8/11/2023	4019467	010	$	126.03
CARLOS GUERRA PACHECO Total				$	126.03
CARRILLO SILVIA T.	8/25/2023	4019649	010	$	183.54
CARRILLO SILVIA T. Total				$	183.54
CDW LLC	8/25/2023	4019650	060	$	65,625.00
CDW LLC Total				$	65,625.00
CELLCO PARTNERSHIP	8/18/2023	4019575	010	$	5,891.57
CELLCO PARTNERSHIP Total				$	5,891.57
CENTER FOR SPEECH LEARNING AND	8/18/2023	4019530	080	$	1,200.00
CENTER FOR SPEECH LEARNING AND Total				$	1,200.00

AP Check Register - Pivot Table Summary by Vendor
August 2023

Vendor Name	Date	Warrant #	Fund		Sum of Amount
CESAR MEJIA	8/25/2023	4019659	010	$	150.00
CESAR MEJIA Total				**$**	**150.00**
CHI WING WONG	8/11/2023	4019430	010	$	214.10
CHI WING WONG Total				**$**	**214.10**
CHRISTINA SARINANA	8/11/2023	4019479	010	$	105.90
CHRISTINA SARINANA Total				**$**	**105.90**
CHRISTOPHER OLIPHANT	8/11/2023	4019431	010	$	214.10
CHRISTOPHER OLIPHANT Total				**$**	**214.10**
CINTAS CORPORATION	8/11/2023	4019376	010	$	2,009.36
			050	$	364.59
		4019452	010	$	362.17
			050	$	67.23
	8/18/2023	4019531	010	$	362.80
			050	$	67.23
	8/25/2023	4019627	010	$	372.29
			050	$	67.23
CINTAS CORPORATION Total				**$**	**3,672.90**
CITY OF SAN JOSE	8/18/2023	4019532	050	$	433.93
		4019533	050	$	1,416.54
CITY OF SAN JOSE Total				**$**	**1,850.47**
CORNEJOS CATERING INC	8/10/2023	4019360	010	$	7,940.00
CORNEJOS CATERING INC Total				**$**	**7,940.00**
CPM EDUCATIONAL PROGRAM	8/11/2023	4019387	060	$	3,253.25
CPM EDUCATIONAL PROGRAM Total				**$**	**3,253.25**
CRYSTAL CREAMERY INC.	8/10/2023	4019371	130	$	8,682.02
CRYSTAL CREAMERY INC. Total				**$**	**8,682.02**
CURRICULUM ASSOCIATES LLC	8/11/2023	4019480	060	$	122,288.60
CURRICULUM ASSOCIATES LLC Total				**$**	**122,288.60**
CUSTOM HOUSE HOTEL LP	8/24/2023	4019594	010	$	3,400.00
CUSTOM HOUSE HOTEL LP Total				**$**	**3,400.00**
DBA: EARLY LEARNING SOLUTIONS	8/11/2023	4019419	060	$	2,100.00
DBA: EARLY LEARNING SOLUTIONS Total				**$**	**2,100.00**
DBA: PALACE BUSINESS SOLUTIONS	8/11/2023	4019403	010	$	2,104.39
	8/18/2023	4019534	010	$	1,085.69
	8/25/2023	4019598	010	$	3,735.96
DBA: PALACE BUSINESS SOLUTIONS Total				**$**	**6,926.04**
DELIGHTEX INC.	8/25/2023	4019660	060	$	1,177.50
DELIGHTEX INC. Total				**$**	**1,177.50**
DELTA DENTAL	8/4/2023	4019289	670	$	1,031.40
	8/25/2023	4019661	670	$	1,340.82
DELTA DENTAL Total				**$**	**2,372.22**
DOCUMENT TRACKING SERVICES LLC	8/18/2023	4019535	060	$	9,950.00
DOCUMENT TRACKING SERVICES LLC Total				**$**	**9,950.00**
DOUGLAS GILBERT COLBECK	8/11/2023	4019432	010	$	214.10
DOUGLAS GILBERT COLBECK Total				**$**	**214.10**
DSA - OFFICE OF REGULATORY	8/31/2023	4019676	210	$	500.00
DSA - OFFICE OF REGULATORY Total				**$**	**500.00**
E.L. ACHIEVE INC.	8/25/2023	4019651	060	$	5,000.00
E.L. ACHIEVE INC. Total				**$**	**5,000.00**
EAST BAY REFRIGERATION INC.	8/4/2023	4019311	130	$	652.70
	8/11/2023	4019481	130	$	387.50
	8/25/2023	4019599	130	$	639.69
EAST BAY REFRIGERATION INC. Total				**$**	**1,679.89**
EAST BAY RESTAURANT SUPPLY INC	8/25/2023	4019631	060	$	9,064.33
EAST BAY RESTAURANT SUPPLY INC Total				**$**	**9,064.33**

Vendor Name	Date	Warrant #	Fund		Sum of Amount
EDGES ELECTRICAL GROUP LLC	8/11/2023	4019404	050	$	355.09
	8/25/2023	4019600	050	$	102.40
		4019662	050	$	2,395.17
EDGES ELECTRICAL GROUP LLC Total				**$**	**2,852.66**
EDUCATION HOUSING PARTNERS INC	8/25/2023	4019618	210	$	61,351.48
EDUCATION HOUSING PARTNERS INC Total				**$**	**61,351.48**
EDUINO NUNES DE MATOS	8/11/2023	4019433	010	$	214.10
EDUINO NUNES DE MATOS Total				**$**	**214.10**
EDWIN O ORANTES	8/25/2023	4019628	010	$	150.00
EDWIN O ORANTES Total				**$**	**150.00**
EINSTEIN NOAH RESTAURANT	8/4/2023	4019308	010	$	1,573.70
	8/11/2023	4019388	010	$	104.13
		4019420	010	$	127.95
		4019468	010	$	1,554.34
	8/18/2023	4019536	010	$	159.43
			060	$	185.10
		4019576	010	$	278.94
		4019584	010	$	250.36
	8/25/2023	4019601	010	$	145.88
		4019619	010	$	773.45
		4019632	010	$	104.45
		4019663	010	$	1,207.63
EINSTEIN NOAH RESTAURANT Total				**$**	**6,465.36**
EL POLLO LOCO STORE #3482	8/18/2023	4019577	060	$	251.55
	8/25/2023	4019664	010	$	359.70
EL POLLO LOCO STORE #3482 Total				**$**	**611.25**
ELIZABETH MUSQUEZ	8/25/2023	4019620	010	$	162.42
ELIZABETH MUSQUEZ Total				**$**	**162.42**
ELMER PALANCA MIRANDA	8/11/2023	4019469	010	$	150.00
ELMER PALANCA MIRANDA Total				**$**	**150.00**
EMELINA S. LASQUETE	8/18/2023	4019559	010	$	214.10
EMELINA S. LASQUETE Total				**$**	**214.10**
EMICS INC.	8/4/2023	4019290	010	$	26,951.00
EMICS INC. Total				**$**	**26,951.00**
ENTERPRISE FM TRUST	8/4/2023	4019330	060	$	114.12
	8/11/2023	4019405	060	$	79,086.91
ENTERPRISE FM TRUST Total				**$**	**79,201.03**
ESGI LLC	8/11/2023	4019389	010	$	26,640.00
			060	$	5,500.00
ESGI LLC Total				**$**	**32,140.00**
ESTEBAN MACARANDAN ARAZA	8/11/2023	4019434	010	$	214.10
ESTEBAN MACARANDAN ARAZA Total				**$**	**214.10**
FEDERAL EXPRESS	8/11/2023	4019377	010	$	23.70
	8/25/2023	4019633	010	$	76.05
FEDERAL EXPRESS Total				**$**	**99.75**
FIRST BOOK	8/18/2023	4019560	060	$	1,397.64
FIRST BOOK Total				**$**	**1,397.64**
FOLEY & SONS INC	8/4/2023	4019355	010	$	360.00
	8/18/2023	4019517	010	$	165.00
FOLEY & SONS INC Total				**$**	**525.00**
FOLLETT SCHOOL SOLUTIONS LLC	8/18/2023	4019499	060	$	1,280.87
FOLLETT SCHOOL SOLUTIONS LLC Total				**$**	**1,280.87**
FRANCO SOLANO MORATAYA	8/18/2023	4019561	010	$	150.00
FRANCO SOLANO MORATAYA Total				**$**	**150.00**
FRANK NAVARRO	8/4/2023	4019326	010	$	214.10

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FRANK NAVARRO Total				**$ 214.10**
FROG ENVIRONMENTAL. INC	8/4/2023	4019291	010	$ 1,313.00
FROG ENVIRONMENTAL. INC Total				**$ 1,313.00**
GARDENLAND CENTER INC.	8/4/2023	4019346	050	$ 1,936.46
	8/11/2023	4019453	050	$ 67.25
	8/18/2023	4019537	050	$ 517.36
GARDENLAND CENTER INC. Total				**$ 2,521.07**
GATEWAY EDUCATION HOLDING LLC	8/11/2023	4019390	060	$ 4,629.00
	8/25/2023	4019621	060	$ 6,600.00
GATEWAY EDUCATION HOLDING LLC Total				**$ 11,229.00**
GOLD STAR FOODS	8/17/2023	4019495	130	$ 17,923.55
GOLD STAR FOODS Total				**$ 17,923.55**
GRACE H. YEI	8/11/2023	4019435	010	$ 214.10
GRACE H. YEI Total				**$ 214.10**
GUENDULAIN, VICTOR A.	8/4/2023	4019353	010	$ 224.42
GUENDULAIN, VICTOR A. Total				**$ 224.42**
GUILLERMO HERNANDEZ	8/25/2023	4019665	010	$ 150.00
GUILLERMO HERNANDEZ Total				**$ 150.00**
GUY L. BETANCOURT	8/10/2023	4019361	010	$ 400.00
GUY L. BETANCOURT Total				**$ 400.00**
HOME DEPOT U.S.A. INC.	8/4/2023	4019356	010	$ 172.90
	8/11/2023	4019391	010	$ 518.20
		4019470	010	$ 54.56
	8/18/2023	4019538	050	$ 5,532.40
		4019578	010	$ 241.41
		4019585	010	$ 47.57
	8/25/2023	4019602	010	$ 211.99
			050	$ 1,827.43
		4019644	010	$ 115.92
		4019666	050	$ 833.67
HOME DEPOT U.S.A. INC. Total				**$ 9,556.05**
HORIZON DISTRIBUTORS INC	8/4/2023	4019347	050	$ 78.22
	8/11/2023	4019454	050	$ 603.42
HORIZON DISTRIBUTORS INC Total				**$ 681.64**
HOUGHTON MIFFLIN HARCOURT	8/11/2023	4019392	060	$ 3,800.00
		4019482	060	$ 36,382.50
HOUGHTON MIFFLIN HARCOURT Total				**$ 40,182.50**
HUIYING ZHANG	8/11/2023	4019436	010	$ 214.10
HUIYING ZHANG Total				**$ 214.10**
ICONIX WATERWORKS (US) INC.	8/4/2023	4019348	050	$ 2,338.10
ICONIX WATERWORKS (US) INC. Total				**$ 2,338.10**
IDN INC	8/18/2023	4019539	050	$ 391.41
	8/25/2023	4019603	050	$ 1,108.05
IDN INC Total				**$ 1,499.46**
IMAGINE LEARNING LLC	8/4/2023	4019307	060	$ 477,000.00
	8/11/2023	4019483	060	$ 31,000.00
IMAGINE LEARNING LLC Total				**$ 508,000.00**
INTREPID PHILANTHROPY FOUNDATI	8/18/2023	4019506	060	$ 16,410.94
INTREPID PHILANTHROPY FOUNDATI Total				**$ 16,410.94**
IRIS LYNN CHAREST	8/18/2023	4019562	010	$ 179.00
IRIS LYNN CHAREST Total				**$ 179.00**
IVA CURIC	8/11/2023	4019437	010	$ 214.10
IVA CURIC Total				**$ 214.10**
JACQUELINE MONTEJANO	8/18/2023	4019563	010	$ 546.28
JACQUELINE MONTEJANO Total				**$ 546.28**

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JAZZY LIEN NGUYEN	8/18/2023	4019564	130	$ 235.16
JAZZY LIEN NGUYEN Total				**$ 235.16**
JESS FERNANDEZ	8/18/2023	4019540	050	$ 30,075.00
JESS FERNANDEZ Total				**$ 30,075.00**
JORGE YANIS HERRERA	8/11/2023	4019471	010	$ 150.00
JORGE YANIS HERRERA Total				**$ 150.00**
JOSE MANUEL SANTIAGO	8/18/2023	4019565	010	$ 150.00
JOSE MANUEL SANTIAGO Total				**$ 150.00**
JOSE MUNOZ SOLIS	8/11/2023	4019438	010	$ 214.10
JOSE MUNOZ SOLIS Total				**$ 214.10**
JOSE VALDES MATH FOUNDATION	8/4/2023	4019327	060	$ 34,092.00
JOSE VALDES MATH FOUNDATION Total				**$ 34,092.00**
JOSEFINA ARREOLA	8/25/2023	4019667	010	$ 150.00
JOSEFINA ARREOLA Total				**$ 150.00**
JOSEPH J. DELISLE	8/18/2023	4019586	010	$ 1,440.00
JOSEPH J. DELISLE Total				**$ 1,440.00**
JOSHUA DIPIAZZA	8/25/2023	4019652	010	$ 200.00
JOSHUA DIPIAZZA Total				**$ 200.00**
JOURNEYED.COM INC.	8/18/2023	4019507	010	$ 420.00
		4019541	210	$ 280.00
JOURNEYED.COM INC. Total				**$ 700.00**
JUAN ANTONIO BEHER	8/4/2023	4019312	010	$ 214.10
JUAN ANTONIO BEHER Total				**$ 214.10**
KAISER PERMANENTE	8/4/2023	4019292	670	$ 412.66
	8/25/2023	4019668	670	$ 412.66
KAISER PERMANENTE Total				**$ 825.32**
KATHLEEN EILEEN CASEY-GARCIA	8/25/2023	4019634	010	$ 219.55
KATHLEEN EILEEN CASEY-GARCIA Total				**$ 219.55**
KEENAN & ASSOCIATES	8/4/2023	4019293	670	$ 105,925.00
KEENAN & ASSOCIATES Total				**$ 105,925.00**
KELLY SPICERS INC	8/18/2023	4019542	010	$ 2,256.16
KELLY SPICERS INC Total				**$ 2,256.16**
KELLY-MOORE PAINT COMPANY INC.	8/4/2023	4019294	050	$ 276.54
	8/11/2023	4019406	050	$ 281.98
	8/18/2023	4019543	050	$ 916.45
KELLY-MOORE PAINT COMPANY INC. Total				**$ 1,474.97**
KEYFACTOR INC.	8/18/2023	4019508	010	$ 13,125.00
KEYFACTOR INC. Total				**$ 13,125.00**
KHAI Q. TRAN	8/11/2023	4019407	050	$ 5,000.00
KHAI Q. TRAN Total				**$ 5,000.00**
KIDANGO INC.	8/18/2023	4019500	120	$ 681,671.28
KIDANGO INC. Total				**$ 681,671.28**
KIMI JOY HIROSHIMA	8/25/2023	4019622	010	$ 135.34
KIMI JOY HIROSHIMA Total				**$ 135.34**
KIPP HEARTWOOD ACADEMY	8/18/2023	4019501	010	$ 270,818.00
		4019566	010	$ 80,376.00
KIPP HEARTWOOD ACADEMY Total				**$ 351,194.00**
KIPP PRIZE PREPARATORY ACADEMY	8/18/2023	4019502	010	$ 247,067.00
		4019567	010	$ 75,154.00
KIPP PRIZE PREPARATORY ACADEMY Total				**$ 322,221.00**
LAKESHORE EQUIPMENT COMPANY	8/4/2023	4019328	010	$ 3,730.23
	8/25/2023	4019604	010	$ 66.53
		4019653	120	$ 743.76
LAKESHORE EQUIPMENT COMPANY Total				**$ 4,540.52**
LAVERNE SAVAGE MACK	8/11/2023	4019439	010	$ 214.10

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LAVERNE SAVAGE MACK Total			**$**	**214.10**
LDP INC	8/11/2023	4019484	060	$ 604.54
LDP INC Total			**$**	**604.54**
LE BOULANGER INC.	8/11/2023	4019408	010	$ 581.63
	8/18/2023	4019544	010	$ 383.63
LE BOULANGER INC. Total			**$**	**965.26**
LEE, LATOYA	8/4/2023	4019319	010	$ 1,756.00
LEE, LATOYA Total			**$**	**1,756.00**
LEGENDS OF LEARNING INC.	8/11/2023	4019455	060	$ 2,400.00
LEGENDS OF LEARNING INC. Total			**$**	**2,400.00**
LEONCIO TOPETE	8/11/2023	4019440	010	$ 214.10
LEONCIO TOPETE Total			**$**	**214.10**
LET'S TRAVEL	8/4/2023	4019335	080	$ 4,901.20
LET'S TRAVEL Total			**$**	**4,901.20**
LEVERED LEARNING INC.	8/11/2023	4019409	010	$ 76,680.00
LEVERED LEARNING INC. Total			**$**	**76,680.00**
LIFELINE SALES CORP	8/10/2023	4019372	130	$ 6,817.15
LIFELINE SALES CORP Total			**$**	**6,817.15**
LIMINEX INC	8/11/2023	4019393	010	$ 31,220.00
LIMINEX INC Total			**$**	**31,220.00**
LISA MARIE ROGERS	8/11/2023	4019491	010	$ 3,561.79
LISA MARIE ROGERS Total			**$**	**3,561.79**
LMZ INC.	8/4/2023	4019303	010	$ 160.61
LMZ INC. Total			**$**	**160.61**
LOREN NICOLE MATA	8/25/2023	4019635	010	$ 147.11
LOREN NICOLE MATA Total			**$**	**147.11**
LOWES COMPANIES INC.	8/4/2023	4019339	050	$ 1,225.85
	8/11/2023	4019410	050	$ 655.59
		4019456	050	$ 399.75
LOWES COMPANIES INC. Total			**$**	**2,281.19**
LRP PUBLICATIONS INC.	8/18/2023	4019545	010	$ 370.00
LRP PUBLICATIONS INC. Total			**$**	**370.00**
LUMOS INFORMATION SERVICES LLC	8/3/2023	4019283	060	$ 3,309.00
LUMOS INFORMATION SERVICES LLC Total			**$**	**3,309.00**
MARIA LOZANO	8/11/2023	4019441	010	$ 214.10
MARIA LOZANO Total			**$**	**214.10**
Matthew Powell	8/25/2023	4019638	010	$ 200.04
Matthew Powell Total			**$**	**200.04**
MAXIM HEALTHCARE SERVICES	8/4/2023	4019305	010	$ 846.60
	8/11/2023	4019457	080	$ 20,490.91
MAXIM HEALTHCARE SERVICES Total			**$**	**21,337.51**
MICHAEL OWEN WRIGHT	8/25/2023	4019636	010	$ 48.26
MICHAEL OWEN WRIGHT Total			**$**	**48.26**
MID AMERICA ADMINISTRATION	8/10/2023	4019365	010	$ 386.02
MID AMERICA ADMINISTRATION Total			**$**	**386.02**
MIREYA F SANTIAGO	8/11/2023	4019378	130	$ 149.00
MIREYA F SANTIAGO Total			**$**	**149.00**
MONARCH TRUCK SERVICE	8/11/2023	4019394	010	$ 266.65
MONARCH TRUCK SERVICE Total			**$**	**266.65**
MONICA TURREY KORTEN	8/25/2023	4019637	010	$ 378.42
MONICA TURREY KORTEN Total			**$**	**378.42**
NATIONAL ASSOCIATION OF	8/18/2023	4019546	060	$ 1,553.15
NATIONAL ASSOCIATION OF Total			**$**	**1,553.15**
NCS PEARSON INC.	8/4/2023	4019313	080	$ 2,684.97
		4019336	080	$ 250.00

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NCS PEARSON INC. Total				**$ 2,934.97**
NO TEARS LEARNING INC.	8/11/2023	4019485	060	$ 8,116.57
	8/18/2023	4019547	080	$ 1,203.50
NO TEARS LEARNING INC. Total				**$ 9,320.07**
OCCUPATIONAL HEALTH CTR OF CA	8/11/2023	4019395	010	$ 121.00
OCCUPATIONAL HEALTH CTR OF CA Total				**$ 121.00**
OFFICE DEPOT BUSINESS SOLUTION	8/4/2023	4019337	010	$ 671.39
			130	$ 538.63
		4019357	010	$ 38.27
	8/11/2023	4019379	010	$ 1,933.77
			080	$ 72.31
			130	$ 63.77
		4019486	010	$ 1,484.82
	8/18/2023	4019509	010	$ 2,067.38
			130	$ 1,035.36
		4019548	010	$ 1,797.29
		4019572	010	$ 8,509.35
		4019581	010	$ 4,783.19
			130	$ 472.23
	8/25/2023	4019629	010	$ 4,071.56
		4019639	010	$ 4,330.95
		4019645	010	$ 3,581.36
			050	$ 546.42
		4019654	010	$ 8,081.08
			080	$ 276.07
			120	$ 156.76
OFFICE DEPOT BUSINESS SOLUTION Total				**$ 44,511.96**
O'REILLY AUTOMOTIVE STORES INC	8/4/2023	4019331	010	$ 507.73
		4019352	010	$ 1,068.76
O'REILLY AUTOMOTIVE STORES INC Total				**$ 1,576.49**
PARK PLACE TECHNOLOGIES LLC	8/4/2023	4019295	010	$ 3,305.04
PARK PLACE TECHNOLOGIES LLC Total				**$ 3,305.04**
PBC GURU LLC	8/18/2023	4019518	060	$ 6,769.00
PBC GURU LLC Total				**$ 6,769.00**
PETER ALLEN	8/11/2023	4019487	010	$ 6,000.00
PETER ALLEN Total				**$ 6,000.00**
PETER P. IMPERIAL	8/25/2023	4019605	050	$ 18,462.00
PETER P. IMPERIAL Total				**$ 18,462.00**
PG&E	8/10/2023	4019363	010	$ 196,416.99
	8/3/2023	4019285	010	$ 59.08
PG&E Total				**$ 196,476.07**
PLUSHY FEELY CORP	8/11/2023	4019396	060	$ 7,000.00
PLUSHY FEELY CORP Total				**$ 7,000.00**
PPT HOLDINGS I LLC	8/18/2023	4019510	010	$ 4,287.92
PPT HOLDINGS I LLC Total				**$ 4,287.92**
PRECISION EMPRISE LLC	8/4/2023	4019296	050	$ 9,131.15
	8/11/2023	4019411	050	$ 22,149.26
	8/18/2023	4019549	050	$ 22,362.28
	8/25/2023	4019606	050	$ 30,339.08
PRECISION EMPRISE LLC Total				**$ 83,981.77**
PRE-PAID LEGAL SERVICES INC.	8/10/2023	4019366	010	$ 120.55
PRE-PAID LEGAL SERVICES INC. Total				**$ 120.55**
PRESENTATION PRODUCTS INC.	8/25/2023	4019655	010	$ 1,485.87
PRESENTATION PRODUCTS INC. Total				**$ 1,485.87**
PROSOLVE LLC	8/4/2023	4019297	060	$ 73,500.00

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PROSOLVE LLC Total				**$ 73,500.00**
QUADIENT, INC.	8/4/2023	4019298 010		$ 488.38
		4019358 010		$ 488.38
QUADIENT, INC. Total				**$ 976.76**
QUYNH QUANG	8/11/2023	4019442 010		$ 214.10
QUYNH QUANG Total				**$ 214.10**
RAISING A READER	8/25/2023	4019669 060		$ 4,022.87
RAISING A READER Total				**$ 4,022.87**
RAMIREZ, LILIA	8/25/2023	4019623 130		$ 33.96
RAMIREZ, LILIA Total				**$ 33.96**
REBECCA BALSTER	8/4/2023	4019338 010		$ 78.95
REBECCA BALSTER Total				**$ 78.95**
REBECCA BERRY	8/25/2023	4019640 010		$ 321.79
REBECCA BERRY Total				**$ 321.79**
RECOLOGY SOUTH BAY	8/3/2023	4019286 010		$ 18,473.91
	8/11/2023	4019421 010		$ 1,537.19
RECOLOGY SOUTH BAY Total				**$ 20,011.10**
REILLY BEHAVIORAL &	8/18/2023	4019573 080		$ 7,297.50
REILLY BEHAVIORAL & Total				**$ 7,297.50**
REMEDIOS E. AMIGABLE	8/11/2023	4019443 010		$ 214.10
REMEDIOS E. AMIGABLE Total				**$ 214.10**
RENAISSANCE LEARNING INC.	8/11/2023	4019397 010		$ 206,059.10
	8/25/2023	4019624 010		$ 3,000.00
		4019670 060		$ 4,297.50
RENAISSANCE LEARNING INC. Total				**$ 213,356.60**
REYNA ARENAS	8/25/2023	4019674 010		$ 1,178.00
REYNA ARENAS Total				**$ 1,178.00**
RFC WIRELESS INC	8/4/2023	4019320 010		$ 45,312.00
	8/25/2023	4019607 010		$ 514.36
RFC WIRELESS INC Total				**$ 45,826.36**
RICK DELONG	8/4/2023	4019299 010		$ 2,575.00
		4019349 010		$ 495.00
	8/11/2023	4019412 010		$ 495.00
		4019458 010		$ 1,190.00
	8/25/2023	4019608 010		$ 1,090.00
		4019671 010		$ 795.00
RICK DELONG Total				**$ 6,640.00**
ROCKETSHIP FUERZA	8/18/2023	4019503 010		$ 390,419.00
		4019568 010		$ 102,720.00
ROCKETSHIP FUERZA Total				**$ 493,139.00**
ROCKETSHIP SI SE PUEDE	8/18/2023	4019504 010		$ 209,732.00
		4019569 010		$ 57,755.00
ROCKETSHIP SI SE PUEDE Total				**$ 267,487.00**
RODAN ENTERPRISES INC.	8/18/2023	4019511 010		$ 354.00
	8/25/2023	4019609 060		$ 757.00
RODAN ENTERPRISES INC. Total				**$ 1,111.00**
ROLLINS INC.	8/11/2023	4019373 050		$ 818.16
ROLLINS INC. Total				**$ 818.16**
ROSA PIMENTEL ALI	8/25/2023	4019641 010		$ 80.27
ROSA PIMENTEL ALI Total				**$ 80.27**
SALVADOR A. CARRILLO JR	8/25/2023	4019646 010		$ 145.12
SALVADOR A. CARRILLO JR Total				**$ 145.12**
SAN JOSE WATER COMPANY	8/3/2023	4019287 010		$ 75,918.59
SAN JOSE WATER COMPANY Total				**$ 75,918.59**
SAN MATEO COUNTY SCHOOLS	8/10/2023	4019368 670		$ 207,412.21

AP Check Register - Pivot Table Summary by Vendor
August 2023

Vendor Name	Date	Warrant #	Fund	Sum of Amount
SAN MATEO COUNTY SCHOOLS Total				**$ 207,412.21**
SANTA CLARA COUNTY OFFICE OF	8/4/2023	4019340	010	$ 700.00
SANTA CLARA COUNTY OFFICE OF Total				**$ 700.00**
SARAH CHO	8/25/2023	4019642	010	$ 400.00
SARAH CHO Total				**$ 400.00**
SAVE MART SUPERMARKETS	8/4/2023	4019321	010	$ 204.42
SAVE MART SUPERMARKETS Total				**$ 204.42**
SCHOOL INNOVATIONS &	8/11/2023	4019422	010	$ 68,800.00
SCHOOL INNOVATIONS & Total				**$ 68,800.00**
SCHOOL SERVICES OF CALIFORNIA	8/11/2023	4019398	010	$ 375.00
SCHOOL SERVICES OF CALIFORNIA Total				**$ 375.00**
SCHOOL SPECIALTY LLC	8/4/2023	4019322	060	$ 210,644.94
SCHOOL SPECIALTY LLC Total				**$ 210,644.94**
SELF INSURED SCHOOLS OF	8/10/2023	4019369	670	$ 840,524.00
SELF INSURED SCHOOLS OF Total				**$ 840,524.00**
SERENA DANG	8/18/2023	4019587	010	$ 45.97
SERENA DANG Total				**$ 45.97**
SERVICE STATION SYSTEMS	8/4/2023	4019350	010	$ 275.00
SERVICE STATION SYSTEMS Total				**$ 275.00**
SEVERIN INTERMEDIATE HOLDINGS	8/4/2023	4019300	010	$ 15,306.26
	8/25/2023	4019643	010	$ 74,267.57
SEVERIN INTERMEDIATE HOLDINGS Total				**$ 89,573.83**
SFCC INTERMEDIATEHOLDINGS INC	8/11/2023	4019488	010	$ 74.28
	8/18/2023	4019512	010	$ 1,255.47
		4019579	010	$ 204.17
SFCC INTERMEDIATEHOLDINGS INC Total				**$ 1,533.92**
SHIRLEY LENORE SOLIS	8/11/2023	4019444	010	$ 214.10
SHIRLEY LENORE SOLIS Total				**$ 214.10**
SILICON VALLEY EDUCATION	8/4/2023	4019314	060	$ 100,042.00
SILICON VALLEY EDUCATION Total				**$ 100,042.00**
SIX DEGREES INC.	8/18/2023	4019513	060	$ 100,378.11
SIX DEGREES INC. Total				**$ 100,378.11**
SOCIAL AND ENVIRONMENTAL	8/18/2023	4019570	060	$ 800.00
SOCIAL AND ENVIRONMENTAL Total				**$ 800.00**
SOUTHERN COUNTIES LUBRICANTS	8/18/2023	4019588	010	$ 26,879.40
SOUTHERN COUNTIES LUBRICANTS Total				**$ 26,879.40**
SPHERO INC.	8/18/2023	4019580	060	$ 3,336.16
SPHERO INC. Total				**$ 3,336.16**
SPRINGBOARD COLLABORATIVE	8/4/2023	4019359	060	$ 74,000.00
SPRINGBOARD COLLABORATIVE Total				**$ 74,000.00**
SPURR	8/18/2023	4019519	010	$ 2,864.73
SPURR Total				**$ 2,864.73**
STEVEN WAYNE DOTY	8/4/2023	4019323	050	$ 3,710.00
	8/11/2023	4019413	050	$ 210.00
	8/18/2023	4019550	050	$ 914.38
STEVEN WAYNE DOTY Total				**$ 4,834.38**
STUDIES WEEKLY INC	8/25/2023	4019656	060	$ 69,468.49
STUDIES WEEKLY INC Total				**$ 69,468.49**
SUNBELT RENTALS INC.	8/18/2023	4019551	050	$ 561.55
SUNBELT RENTALS INC. Total				**$ 561.55**
SUPER AUTO CARE SERVICES LLC	8/21/2023	4019591	050	$ 1,604.00
SUPER AUTO CARE SERVICES LLC Total				**$ 1,604.00**
SUPER DUPER INC	8/11/2023	4019423	080	$ 229.70
SUPER DUPER INC Total				**$ 229.70**
SYSCLOUD INC.	8/4/2023	4019309	010	$ 9,000.00

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Vendor Name	Date	Warrant #	Fund	Sum of Amount
SYSCLOUD INC. Total				**$ 9,000.00**
TAG/AMS. INC.	8/4/2023	4019354	010	$ 600.00
TAG/AMS. INC. Total				**$ 600.00**
TARGET SPECIALTY PRODUCTS	8/4/2023	4019301	050	$ 133.27
	8/11/2023	4019459	050	$ 3,540.04
	8/18/2023	4019552	050	$ 901.64
	8/25/2023	4019610	050	$ 1,786.56
TARGET SPECIALTY PRODUCTS Total				**$ 6,361.51**
TAU LENG	8/11/2023	4019445	010	$ 214.10
TAU LENG Total				**$ 214.10**
TEACHERS' CURRICULUM	8/11/2023	4019399	060	$ 14,026.95
TEACHERS' CURRICULUM Total				**$ 14,026.95**
TEAMSTERS LOCAL #150	8/10/2023	4019367	010	$ 6,278.00
TEAMSTERS LOCAL #150 Total				**$ 6,278.00**
TEAMSTERS MANAGED TRUST FUNDS	8/11/2023	4019472	670	$ 231,236.00
TEAMSTERS MANAGED TRUST FUNDS Total				**$ 231,236.00**
TERESA PADILLA	8/11/2023	4019446	010	$ 214.10
TERESA PADILLA Total				**$ 214.10**
THANH PHU	8/18/2023	4019571	010	$ 150.00
THANH PHU Total				**$ 150.00**
THE ENVISIONEERS INC	8/11/2023	4019400	060	$ 26,729.31
THE ENVISIONEERS INC Total				**$ 26,729.31**
THE HON COMPANY LLC	8/11/2023	4019401	060	$ 10,052.00
THE HON COMPANY LLC Total				**$ 10,052.00**
THE PAPE' GROUP INC	8/11/2023	4019424	010	$ 169.00
THE PAPE' GROUP INC Total				**$ 169.00**
THINGLINK INC.	8/11/2023	4019425	060	$ 1,040.00
THINGLINK INC. Total				**$ 1,040.00**
THINKMAP INC.	8/4/2023	4019351	060	$ 1,984.00
THINKMAP INC. Total				**$ 1,984.00**
TINA MARIE SANDERS	8/11/2023	4019473	130	$ 39.96
TINA MARIE SANDERS Total				**$ 39.96**
TURF STAR	8/25/2023	4019611	050	$ 1,682.33
TURF STAR Total				**$ 1,682.33**
U.S. BANK	8/11/2023	4019463	010	$ 12,460.88
			060	$ 1,725.12
			050	$ 2,132.81
			130	$ 83.11
			120	$ 300.00
U.S. BANK Total				**$ 16,701.92**
UBEO MIDCO LLC	8/4/2023	4019332	010	$ 3,169.64
			060	$ 1,845.22
	8/18/2023	4019520	010	$ 1,156.21
			060	$ 439.15
		4019582	010	$ 2,436.30
			060	$ 1,438.02
			050	$ 217.41
			080	$ 1,043.05
			130	$ 1,065.24
UBEO MIDCO LLC Total				**$ 12,810.24**
ULINE INC	8/11/2023	4019414	010	$ 1,290.90
	8/18/2023	4019553	010	$ 505.64
ULINE INC Total				**$ 1,796.54**
UNITED PARCEL SERVICE	8/18/2023	4019554	010	$ 271.57
UNITED PARCEL SERVICE Total				**$ 271.57**

AP Check Register - Pivot Table Summary by Vendor
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Vendor Name	Date	Warrant #	Fund		Sum of Amount
VISION SERVICE PLAN	8/11/2023	4019474	670	$	11,788.19
VISION SERVICE PLAN Total				**$**	**11,788.19**
VIVIAN TON	8/11/2023	4019380	010	$	815.00
VIVIAN TON Total				**$**	**815.00**
VOCOVISION LLC	8/11/2023	4019460	080	$	13,096.10
VOCOVISION LLC Total				**$**	**13,096.10**
VOYAGER SOPRIS LEARNING INC.	8/11/2023	4019461	080	$	24,600.00
	8/25/2023	4019672	080	$	18,861.26
VOYAGER SOPRIS LEARNING INC. Total				**$**	**43,461.26**
W.W. GRAINGER INC.	8/11/2023	4019462	050	$	3,459.10
	8/25/2023	4019673	050	$	3,690.32
W.W. GRAINGER INC. Total				**$**	**7,149.42**
WARDS AUTO SUPPLY INC	8/18/2023	4019589	010	$	402.77
WARDS AUTO SUPPLY INC Total				**$**	**402.77**
WELCH ALLYN INC.	8/4/2023	4019324	080	$	425.23
WELCH ALLYN INC. Total				**$**	**425.23**
WESTERN PSYCHOLOGICAL SERVICES	8/4/2023	4019315	080	$	7,008.96
WESTERN PSYCHOLOGICAL SERVICES Total				**$**	**7,008.96**
WEX Health Inc	8/10/2023	4019370	010	$	600.00
	8/11/2023	4019415	670	$	60.00
WEX Health Inc Total				**$**	**660.00**
WOWZY CREATION CORP.	8/11/2023	4019475	010	$	55.47
		4019489	010	$	435.78
	8/18/2023	4019514	010	$	46.41
WOWZY CREATION CORP. Total				**$**	**537.66**
WYEBOT INC.	8/25/2023	4019612	010	$	6,550.00
WYEBOT INC. Total				**$**	**6,550.00**
YEN THI PHAM & DONG NGUYEN	8/18/2023	4019590	010	$	214.10
YEN THI PHAM & DONG NGUYEN Total				**$**	**214.10**
YMCA OF SILICON VALLEY	8/11/2023	4019381	060	$	102,460.97
		4019402	060	$	8,313.87
YMCA OF SILICON VALLEY Total				**$**	**110,774.84**
YOLANDA POON	8/11/2023	4019447	010	$	214.10
YOLANDA POON Total				**$**	**214.10**
YUBICO INC.	8/4/2023	4019333	010	$	4,846.50
YUBICO INC. Total				**$**	**4,846.50**
ZENDESK INC. & SUBSIDIARIES	8/4/2023	4019334	010	$	12,256.00
ZENDESK INC. & SUBSIDIARIES Total				**$**	**12,256.00**
ZOHO CORPORATION	8/11/2023	4019426	010	$	1,199.00
ZOHO CORPORATION Total				**$**	**1,199.00**
Grand Total				**$**	**7,982,149.28**

12.05

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF TRUSTEES

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

Subject: **Santa Clara County Treasury Investment Portfolio Status**

Staff Analysis: In compliance with the State of California Government Code as amended by Chapters 783 and 784, Statues of 1995 and in compliance with county-policy, the Santa Clara County Treasury Investment Portfolio Report as of June 30, 2023 is submitted for the Board of Trustee's review and acceptance.

Recommendation: Staff recommends that the Board of Trustees approve the SCC Investment Portfolio Report as of June 30, 2023.

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

To the Board of Trustees:

Recommend Approval

12.05
Agenda Placement

Meeting: September 14, 2023
Regular Board Meeting

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

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County of Santa Clara

Finance Agency
Controller-Treasurer Department

County Government Center
70 W. Hedding Street, East Wing, 2nd Floor
San Jose, California 95110-1705
(408) 299-5200 FAX (408) 288-9237

August 23, 2023

Submitted by: DocuSigned by: Margaret Olaiya — Margaret Olaiya, Finance Director

TO: BOARD OF TRUSTEES, SANTA CLARA COUNTY SCHOOL DISTRICTS
BOARDS OF DIRECTORS, SANTA CLARA COUNTY SPECIAL PURPOSE DISTRICTS

FROM: MARIA OBERG, CONTROLLER-TREASURER DocuSigned by: Maria Oberg

SUBJECT: COUNTY OF SANTA CLARA TREASURY INVESTMENT PORTFOLIO STATUS

RECOMMENDATION

Receive and file the June 30, 2023, Detailed Investment Portfolio Listing.

DISCUSSION

In compliance with the State of California Government Code as amended by Chapters 783 and 784, Statutes of 1995 and in compliance with County Policy, the Santa Clara County Treasury Investment Portfolio Report as of June 30, 2023, is submitted for your review and acceptance.

The attached detailed investment report lists each investment of the County Treasury Pool, as well as individual reports for specific investment funds that each school district or special district has in the County Treasury. The reports include the respective purchase and maturity dates, par value, amortized cost, market value, and yield to maturity for each investment.

A summary of market value versus cost is provided below for Commingled Investments of the County Pool.

	Cost	Market Value	Increase (Decrease)	Percent
Commingled Investments	$ 12,125,764,637	$ 11,756,855,826	-$ 368,908,810	-3.04%

Board of Supervisors: Sylvia Arenas, Cindy Chavez, Otto Lee, Susan Ellenberg, S. Joseph Simitian
County Executive: James R. Williams

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The yield of the Pool on June 30, 2023, was 3.11%. As a comparison, on June 30, 2023, the yield of a 6-month Treasury Bill was 5.43%. A two-year Treasury Note was 4.90%. The State of California Local Agency Investment Fund (LAIF) yield was 3.17%.

Attached with the current investment-economic outlook is a schedule that lists the average weighted maturities and yield for the Commingled Investment Pool. Charts outlining investment concentrations and distribution of bond maturities are provided for the Pool. Also included is a chart showing the one-year history of the Pool along with interest rates offered by selected comparable instruments.

Securities are purchased with the expectation that they will generally be held to maturity, hence unrealized gains or losses are not reflected in the yield calculations.

The market values of Pool securities were taken from pricing services provided by Bank of New York Mellon, Bloomberg Analytics, dealer quotes, and an independent pricing service.

A combination of maturing securities, new revenues, and tax receipts will adequately cover the anticipated cash flow needs for the next six months. Cash flows are continually monitored and are considered paramount in the selection of securities purchased for the Pool.

Attachments:

June 30, 2023, Quarterly Investment Report

Quarterly Investment Report

June 30, 2023

Quarterly Investment Review Table of Contents

Quarterly Investment Report
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Board of Supervisors: Sylvia Arenas, Cindy Chavez, Otto Lee, Susan Ellenberg, S. Joseph Simitian

County Executive: James R. Williams

Santa Clara County Commingled Pool and Segregated Investments

June 30, 2023

Fund	Cost Value**	Market Value	Variance	% Variance
Commingled Investment Pool	$12,125,764,637	$11,756,855,826	-$368,908,810	-3.04%
Worker's Compensation	$30,726,388	$29,315,352	-$1,411,036	-4.59%
Park Charter Fund	$4,514,779	$4,340,857	-$173,921	-3.85%
San Jose-Evergreen	$21,839,788	$21,809,643	-$30,146	-0.14%
Medical Malpractice Insurance Fund (1)	$10,014,805	$9,480,648	-$534,157	-5.33%
Total	**$12,192,860,396**	**$11,821,802,327**	**-$371,058,070**	**-3.04%**

(1) Managed by Chandler Asset Management, Inc.

Summary of Yields* for Select Santa Clara County Investment Funds

Fund	2023			2022
	Apr 30	May 31	Jun 30	Jun 30
Commingled Investment Pool	3.15%	3.17%	3.11%	1.25%
Worker's Compensation	2.07%	2.13%	2.12%	1.61%
Weighted Yield	**3.15%**	**3.17%**	**3.11%**	**1.25%**

*Yield to maturity (YTM) is the rate of return paid on a bond, note, or other fixed income security if the investor buys and holds it to its maturity date and if the coupon interest paid over the life of the bond is reinvested at the same rate as the coupon rate. The calculation for YTM is based on the coupon rate, length of time to maturity, and market price at time of purchase.

Yield is a snapshot measure of the yield of the portfolio on the day it was measured based on the current portfolio holdings on that day. This is not a measure of total return, and is not intended to be, since it does not factor in unrealized capital gains and losses and reinvestment rates are dependent upon interest rate changes

**Cost Value is the amortized book value of the securities as of the date of this report.

Santa Clara County Commingled Pool and Segregated Investments

Economic Update and Portfolio Strategy

June 30, 2023

The US economy expanded at a 2.4 percent annual pace in the second quarter ending June 30th, 2023, after posting 2 percent growth in the prior quarter. Growth exceeded consensus forecasts and market expectations across the board. The economy has shown surprising resilience. Despite 11 interest-rate increases, of which, 10 were consecutive, making up the most concentrated Federal Reserve rate cycle in decades, the labor market has not experienced any significant weakening. Even though the pace of job growth has slowed, the labor market has remained robust. At the same time, inflation has cooled in recent months. Consequently, wage gains have begun to outpace rising prices, easing pressure on household budgets and strengthening consumer confidence. The consumer price index excluding food and energy, which economists view as the best indicator of underlying inflation pressures rose at an annual rate of 4.8 percent in June, the smallest increase since 2021. Moderating inflation without sizable job losses contributes to the growing optimism that the economy may avoid a recession.

After deciding not to increase interest rates in June, Federal Reserve Bank (Fed) policymakers resumed and lifted again borrowing costs at their July 2023 policy meeting. This was the 11th rate hike since March 2022 to curb inflation. The quarter of a percentage hike boosted the Fed's benchmark federal funds interest rate from 5.25 percent to 5.5 percent, the highest level in 22 years. Policymakers have engaged in the most aggressive monetary campaign since the 1980s to dampen inflation which in 2022 hit a 40-year high.

Fed policymakers have indicated that it is too soon to conclude that the bank has done enough, and inflation has been tamed. They intend to make upcoming rate decisions based on how the economy fares in the months ahead. Due to possible economic growth, the Fed may need to hike more than currently anticipated. While interest rate sensitive categories such as residential investment and consumption of durable goods continue to be luke-warm, other categories are boosting growth such as the Biden administration's climate-industrial policy initiatives. Analysts forecast the government will spend $1.2 trillion over the next 10 years on tax credits and other subsidies to fight global warming under the Inflation Reduction Act.

The performance of financial markets including stocks and corporate credit spreads, which are forward-looking measures, also suggest that growth is accelerating. The S&P 500's total return year-to-date (7/31/23) is close to 20 percent while the Nasdaq-100 is up over 40 percent. Most importantly, the persistent strength of labor markets remain a key source of support for the economy and of sustained spending. Housing stats and home prices have been stronger than expected, providing the economy with additional support. After a brief dip last year, home prices are rising even in the context of high mortgage rates. Demand for homes throughout the U.S. continues to outpace supply.

A wide spectrum of key measures strongly indicates that inflation including labor costs has unmistakably moderated in recent months. Fed policymakers, who have been worried that rapidly rising wages could make it harder to get inflation under control took comfort in recent labor cost reports. The employment cost index, a broad gauge of wages and benefits, increased a mere 1 percent in the second quarter, marking the slowest advance since 2021.

Santa Clara County Commingled Pool and Segregated Investments

Economic Update and Portfolio Strategy

June 30, 2023

The Bureau of Labor Statistics reported in its latest release of the Consumer Price Index (CPI), that inflation, as measured year-over-year, advanced 3 percent in June, the slowest pace since 2021. In a separate report, the Personal Consumption Expenditures Price Index (PCE), the preferred inflation gauge of Fed policymakers, rose 3 percent from a year earlier in June, the smallest increase in more than two years. Core prices which exclude volatile food and energy sectors and are regarded as a more reliable signal of underlying inflation, advanced by a less-than-expected 4.1 percent, also the least since 2021. Similarly, signs of slower price growth have been evident in prices paid by businesses. The Producer Price Index (PPI) has also trended lower.

Commodity prices are sharply lower since the middle of last year, when agriculture, energy and industrial metal spot prices hit peaks. As a consequence of lower commodity prices, import and producer prices are now lower. With the decline in commodity, import and producer prices, the prices of goods as measured in the CPI index have dropped which has been a key factor in the moderation of the overall index. It is important to note, shelter prices which comprise over 40 percent of core CPI continues to decline. Decreases in rent on new leases as existing leases expire are over time showing up as reduced housing services inflation.

Although the employment market is slowing, it is still exhibiting solid growth. Demand for labor continues to outpace supply. Firms are still hiring and raising compensation while companies find relative ease in passing price increases to customers. The U.S. economy added 185,000 jobs in June and 187,000 jobs in July. The unemployment rate fell to 3.5 percent in July from 3.6 percent in June, both near record lows. Most recent employment numbers are down significantly from a year earlier and below last year's average employment growth of about 400,000 a month. Wages continue to rise, with average hourly earnings growing 4.4 percent in July from a year earlier, and the same rate as in June.

The portfolio strategy continues to focus on the:
(1) acquisition of high-quality issuers;
(2) identifying and selecting bonds with attractive valuations;
(3) appropriately sizing the liquidity portion of the portfolio to ensure adequate cash for near term obligations; and
(4) ensuring that monies targeted for longer term investments are deployed in vehicles with favorable risk-adjusted yields.

Santa Clara County Commingled Pool and Segregated Investments

Portfolio Liquidity Adequacy, Review, and Monitoring

June 30, 2023

Yield and Weighted Average Maturity

The yield of the Commingled Pool is 3.11 and the weighted average life is 648 days.

Liquidity Adequacy

The County Treasurer believes the Commingled Pool contains sufficient cash flow from liquid and maturing securities, bank deposits and incoming cash to meet the next six months of expected expenditures.

Review and Monitoring

FHN Financial Main Street Advisors, the County's investment advisor, currently monitors the Treasury Department's investment activities.

Additional Information

Securities are purchased with the expectation that they will be held to maturity, so unrealized gains or losses are not reflected in the yield calculations.

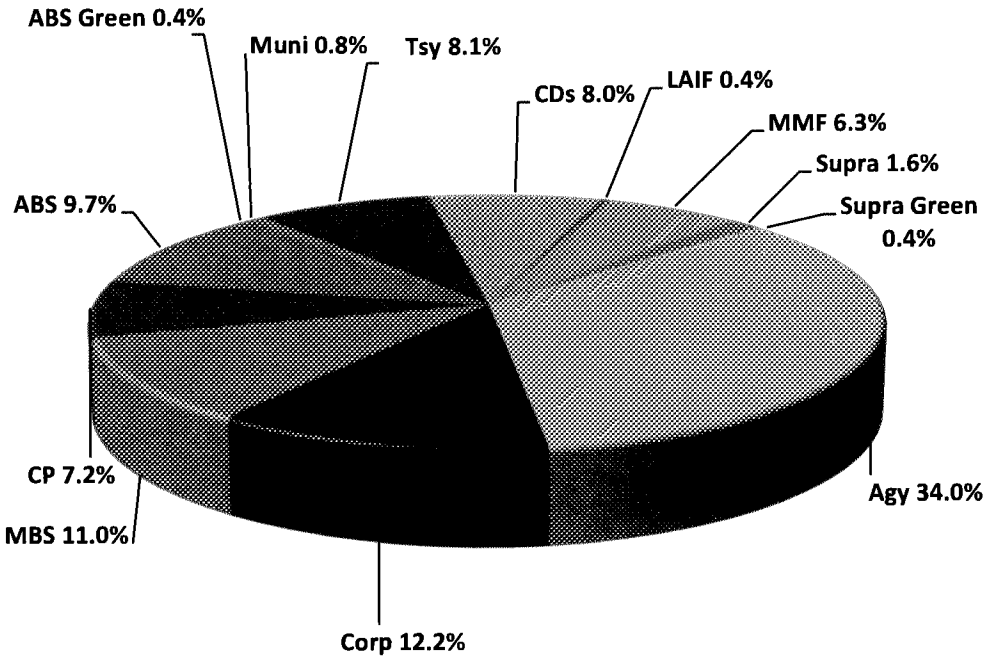
The market values of securities were taken from pricing services provided by the Bank of New York Mellon, Bloomberg Analytics, dealer quotes, and an independent pricing service.

Santa Clara County Commingled Pool

Allocation by Security Types

June 30, 2023

Sector	6/30/2023	3/31/2023	% Chng
Federal Agencies	34.00%	30.99%	3.01%
Corporate Bonds	12.18%	10.37%	1.81%
Mortgage Backed Securities	10.95%	9.55%	1.40%
Commercial Paper	7.24%	4.25%	2.99%
ABS	9.67%	8.26%	1.40%
ABS Green Bonds	0.43%	0.50%	-0.06%
Municipal Securities	0.77%	0.82%	-0.05%
U.S. Treasuries	8.14%	9.66%	-1.52%
Negotiable CDs	7.96%	7.88%	0.08%
LAIF	0.36%	0.38%	-0.01%
Money Market Funds	6.27%	15.23%	-8.97%
Supranationals	1.62%	1.69%	-0.07%
Supranationals Green Bonds	0.41%	0.43%	-0.02%
Total	100.00%	100.00%	



Sector	6/30/2023	3/31/2023
Federal Agencies	4,123,195,253	3,599,215,918
Corporate Bonds	1,476,937,066	1,203,790,657
Mortgage Backed Securities	1,327,937,997	1,109,155,611
Commercial Paper	877,639,160	493,200,417
ABS	1,171,967,610	959,210,549
ABS Green Bonds	52,725,461	57,688,811
Municipal Securities	93,548,085	94,892,367
U.S. Treasuries	986,707,039	1,121,306,543
Negotiable CDs	965,000,000	915,000,000
LAIF	43,996,501	43,701,957
Money Market Funds	759,693,097	1,768,743,192
Supranational	196,708,924	196,710,442
Supranationals Green Bonds	49,708,445	49,679,186
Total	12,125,764,637	11,612,295,649

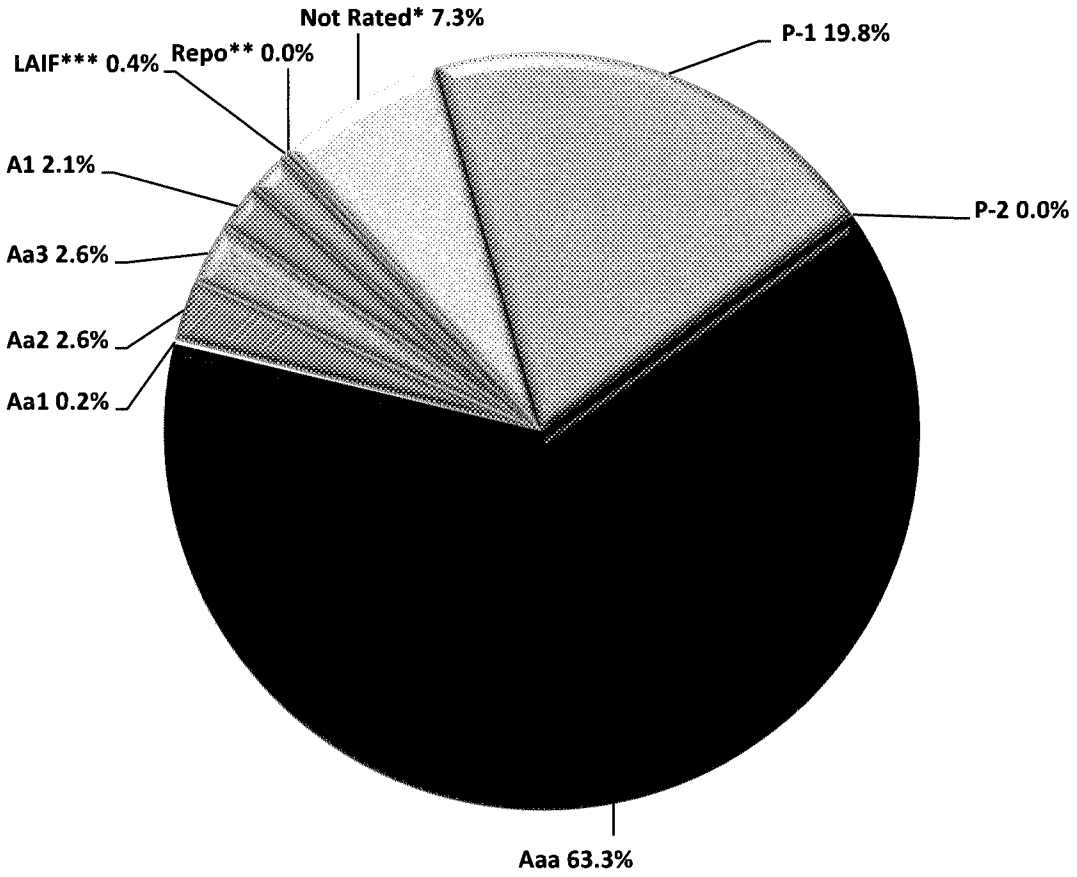
Amounts are based on book value

Santa Clara County Commingled Pool

Allocation by Ratings

June 30, 2023

Moody's Rating	Portfolio $	Portfolio %
P-1	2,397,425,613	19.8%
P-2	-	0.0%
Aaa	7,675,431,736	63.3%
Aa1	20,009,315	0.2%
Aa2	311,005,507	2.6%
Aa3	317,992,154	2.6%
A1	249,244,212	2.1%
A2	214,780,433	1.8%
A3	16,042,950	0.1%
LAIF***	43,996,501	0.4%
Repo**	-	0.0%
Not Rated*	879,836,216	7.3%
Total	12,125,764,637	100.0%



*Not Rated by Moody's but at least A-1 & F1 by S&P & Fitch.

**Repurchase Agreements are not rated, but are collateralized by U.S. Treasury securities or securities issued by the Federal Agencies of the U.S.

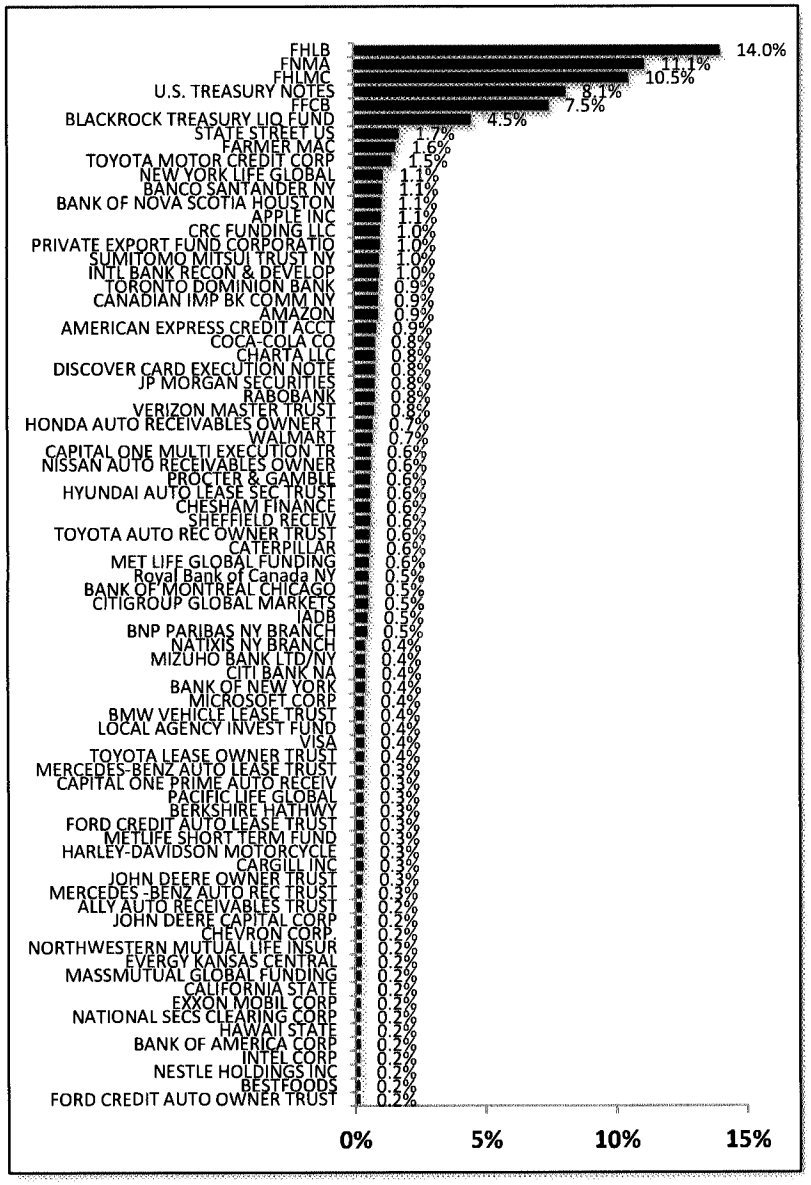
***LAIF is not rated, but is comprised of State Code allowable securities

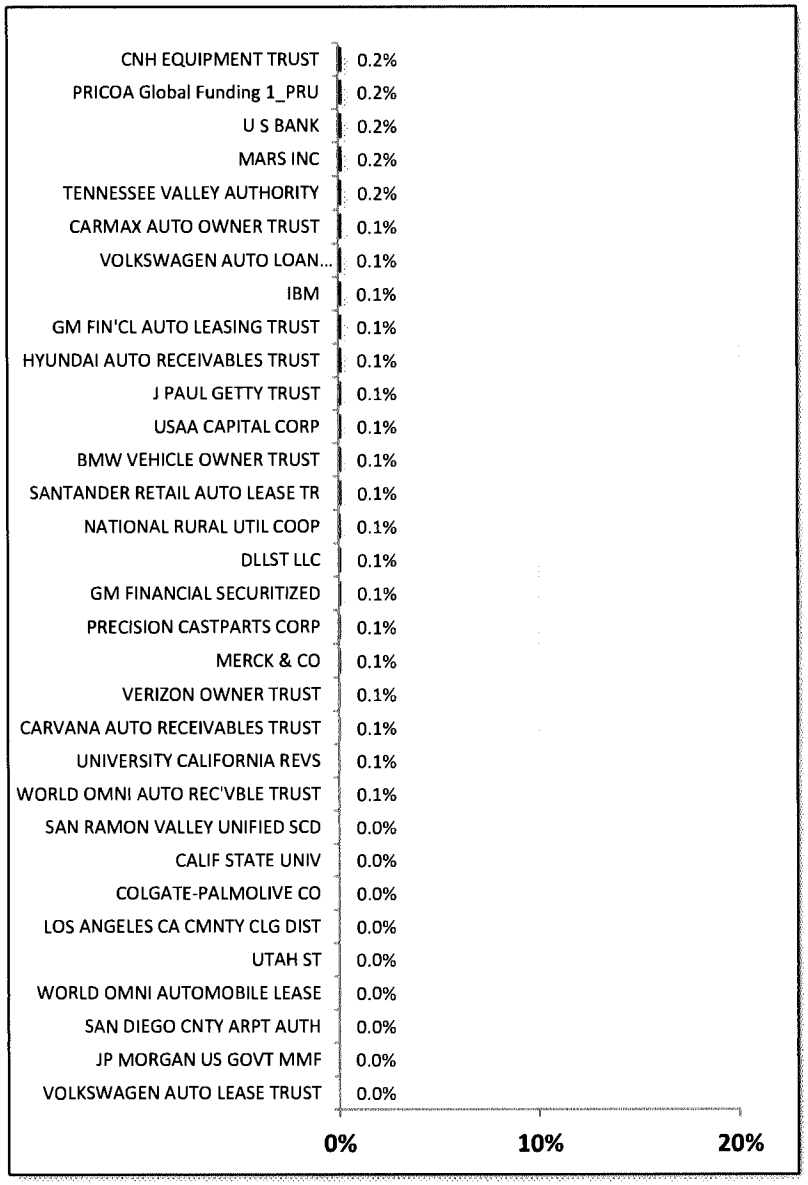
Amounts are based on book values

Santa Clara County Commingled Pool

Holdings by Issuer - Percent of Commingled Pool

June 30, 2023



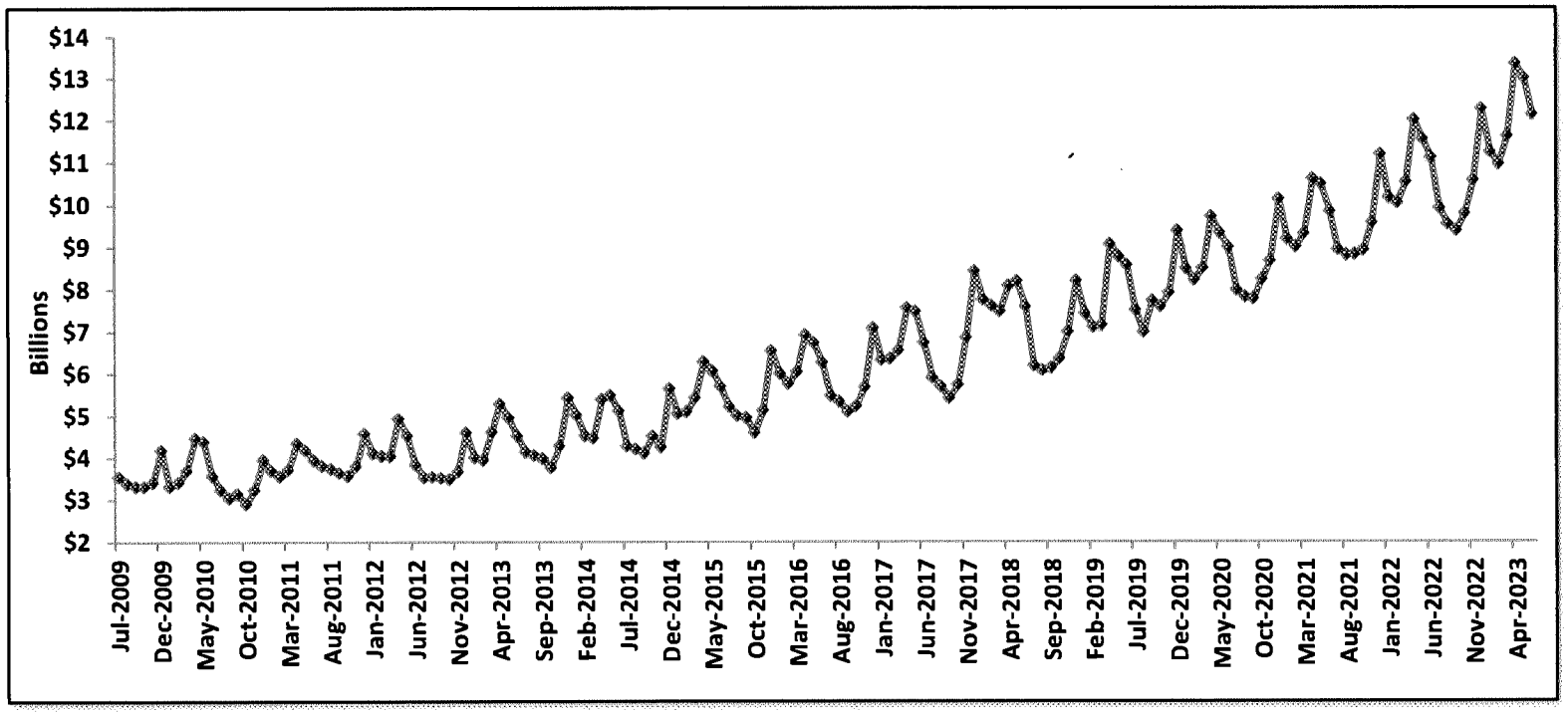


Amounts are based on book values

Santa Clara County Commingled Pool

Historical Month End Book Values

June 30, 2023



Fiscal Year	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 2013	$3.508	$3.517	$3.515	$3.469	$3.645	$4.600	$3.918	$3.982	$4.606	$5.286	$4.952	$4.521
FY 2014	$4.133	$4.052	$3.975	$3.758	$4.271	$5.419	$5.019	$4.520	$4.461	$5.386	$5.487	$5.108
FY 2015	$4.267	$4.194	$4.096	$4.051	$4.247	$5.639	$5.045	$5.085	$5.420	$6.284	$6.065	$5.690
FY 2016	$5.212	$4.990	$4.941	$4.587	$5.120	$6.543	$5.997	$5.752	$6.040	$6.911	$6.728	$6.263
FY 2017	$5.469	$5.328	$5.088	$5.220	$5.671	$7.082	$6.319	$6.348	$6.550	$7.556	$7.469	$6.730
FY 2018	$5.898	$5.689	$5.408	$5.720	$6.850	$8.427	$7.754	$7.608	$7.472	$8.079	$8.192	$7.584
FY 2019	$6.180	$6.068	$6.127	$6.350	$6.987	$8.199	$7.425	$7.105	$7.151	$9.054	$8.767	$8.565
FY 2020	$7.510	$6.984	$7.179	$7.583	$7.909	$9.363	$8.487	$8.219	$8.494	$9.705	$9.321	$8.977
FY 2021	$7.976	$7.814	$7.767	$8.234	$8.653	$10.129	$9.174	$8.981	$9.296	$10.594	$10.473	$9.829
FY 2022	$8.922	$8.794	$8.809	$8.909	$9.553	$11.180	$10.167	$10.031	$10.519	$12.009	$11.545	$11.103
FY 2023	$9.904	$9.523	$9.365	$9.772	$10.556	$12.267	$11.229	$10.943	$11.612	$13.347	$13.005	$12.126

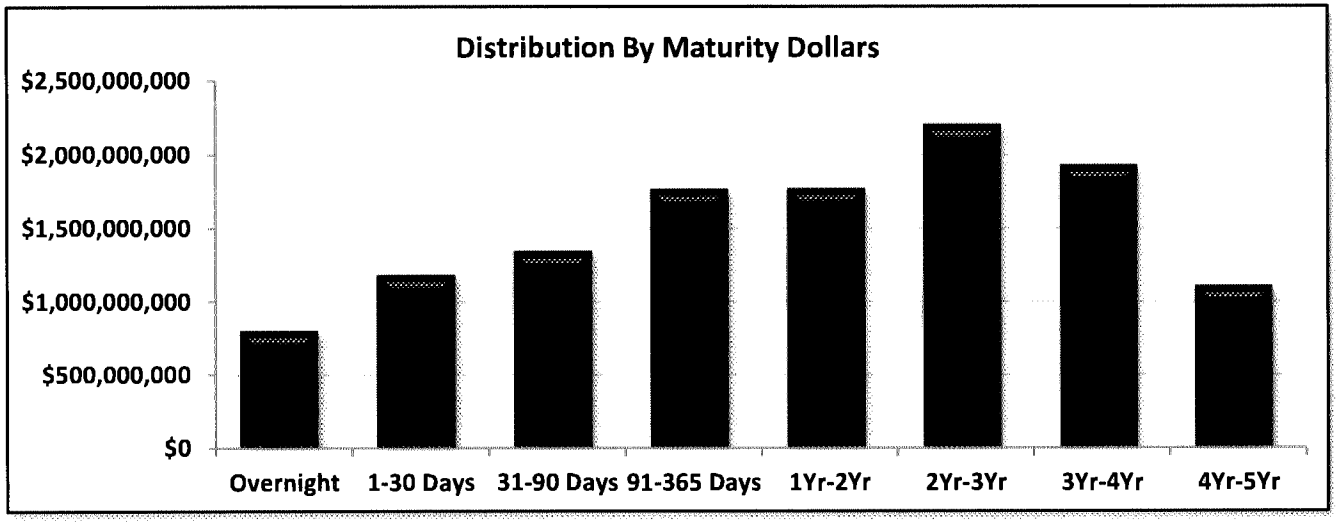
Amounts in billions

Santa Clara County Commingled Pool

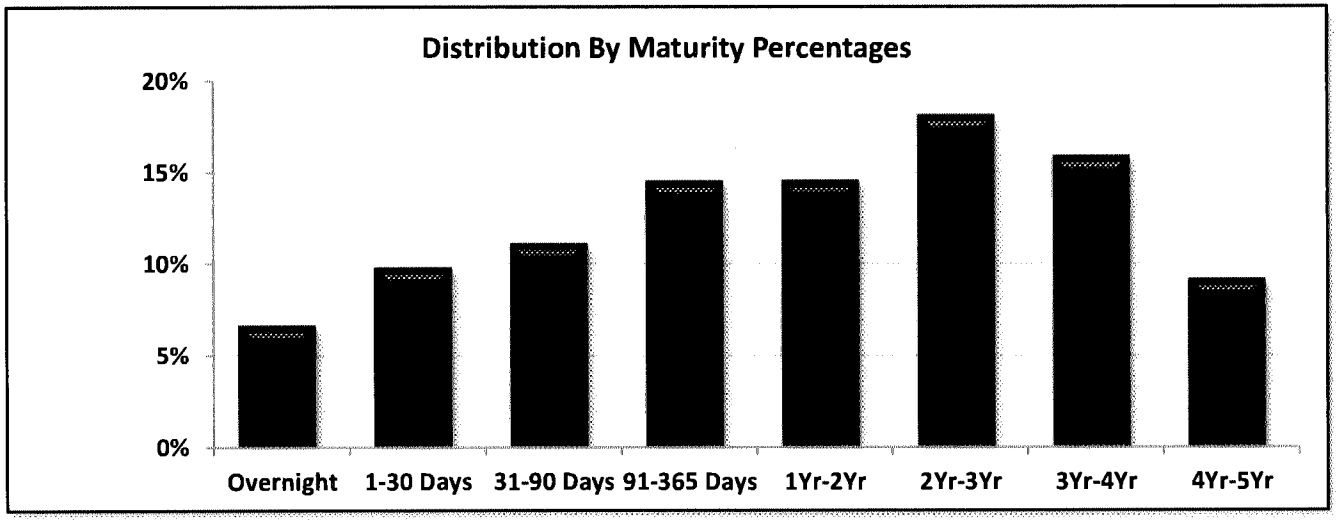
Distribution by Maturity

June 30, 2023

Maturity	Amount*
Overnight	806,689,598
1-30 Days	1,187,524,755
31-90 Days	1,349,161,658
91-365 Days	1,766,029,137
1Yr-2Yr	1,769,462,486
2Yr-3Yr	2,203,746,567
3Yr-4Yr	1,931,131,621
4Yr-5Yr	1,112,018,814
	12,125,764,637



Maturity	Amount*
Overnight	6.65%
1-30 Days	9.79%
31-90 Days	11.13%
91-365 Days	14.56%
1Yr-2Yr	14.59%
2Yr-3Yr	18.17%
3Yr-4Yr	15.93%
4Yr-5Yr	9.17%
	100.00%

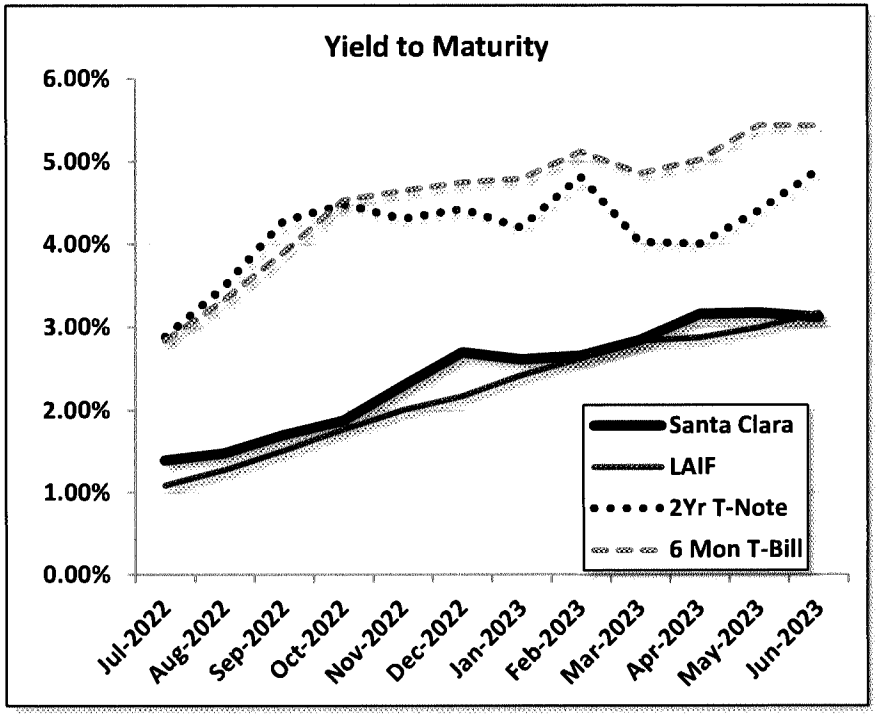


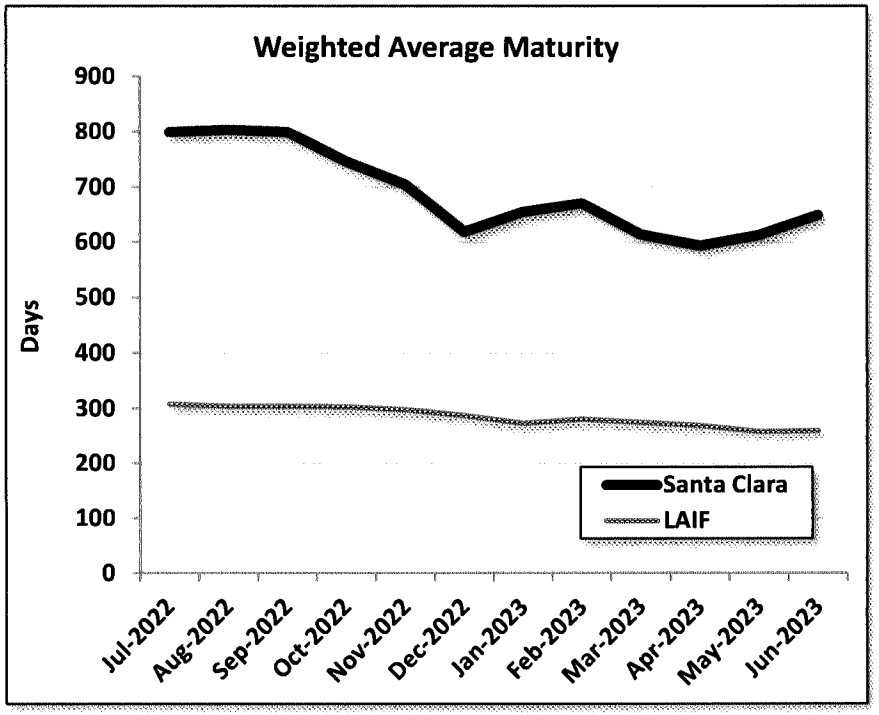
*Amounts are based on book value

Santa Clara County Commingled Pool

Yield to Maturity and Weighted Average Maturity

June 30, 2023





Item	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23
SCC YTM	1.39%	1.48%	1.71%	1.88%	2.30%	2.70%	2.61%	2.66%	2.84%	3.15%	3.17%	3.11%
LAIF YTM	1.09%	1.28%	1.51%	1.77%	2.01%	2.17%	2.43%	2.62%	2.83%	2.87%	2.99%	3.17%
6 Mon T-Bill	2.84%	3.33%	3.90%	4.54%	4.65%	4.75%	4.80%	5.12%	4.86%	5.02%	5.44%	5.43%
2Yr T-Note	2.88%	3.49%	4.28%	4.48%	4.31%	4.43%	4.20%	4.82%	4.03%	4.00%	4.40%	4.90%
SCC WAM	799	803	799	746	704	618	654	670	613	593	612	648
LAIF WAM	308	304	304	303	298	287	273	281	275	269	258	260
SCC Duration*	1.64	1.66	1.61	1.56	1.44	1.27	1.36	1.39	1.26	1.24	1.27	1.36
LAIF Duration	0.84	0.83	0.83	0.83	0.82	0.78	0.75	0.77	0.75	0.74	0.71	0.71

*Duration is expressed in years. The Duration for LAIF is an estimate

Note: Yield to Maturity for 2Yr T-Note and 6 Mon T-bill are yields at market levels. LAIF and Santa Clara yields are calculated at purchase cost.

Santa Clara County

Approved Issuers and Broker/Dealers

June 30, 2023

Direct Commercial Paper Issuers

Toyota Motor Credit

Broker/Dealers

Academy Securities, Inc
Bank of America Merrill Lynch
Barclays Capital, Inc
BMO Capital Markets
BNP Paribas Securities Corp
BNY Mellon Capital Markets, LLC
BOK Financial Securities (Bank of Oklahoma)
Brean Capital LLC
Cantor Fitzgerald & Co
Citigroup Global Markets Inc
Daiwa Capital Markets America Inc
Deutsche Bank Securities Inc
INSPEREX
Jefferies LLC
JP Morgan Securities, Inc
Keybanc Capital Markets, Inc
Loop Capital Markets LLC
Mizuho Securities USA, Inc
MUFG Securities USA LLC
Raymond James, Inc.
RBC Capital Markets, Inc
UBS Securities LLC
Vining Sparks LP
Williams Capital

Santa Clara County Commingled Pool
Compliance with Investment Policy
June 30, 2023

Item/Sector	Parameters	In Compliance
Maturity	Weighted Average Maturity (WAM) must be less than 36 months	Yes
Interest Periods	Securities must pay interest within one year of the initial investment and at least semiannually in subsequent years	Yes
Investment Swaps	Similar maturity swaps, so as not to affect cash flow needs, should have minimum 5 basis point gain	Yes
Issuer Limits	No more than 5% of the portfolio shall be invested in aggregate of any single institution of the following types: Bankers Acceptances, CP, Negotiable CDs, and Corporate Notes	Yes
U.S. Treasuries	No sector limit, no issuer limit, max maturity 5 years	Yes
U.S. Federal Agencies	No sector limit, no issuer limit, max maturity 5 years	Yes
LAIF	No sector limit, no issuer limit, CA State's deposit limit $65 million	Yes
Repurchase Agreements	No sector limit, no Issuer limit, max maturity 92 days, treasury and agency collateral at 102% of investment, if maturity exceeds 15 days, must be collateralized by securities with 5 years or less maturities	Yes
Commercial Paper	Sector limit 40%, issuer limit 5%, max maturity 270 days, rated by at least two: A-1 (S&P), P-1 (Moody's), F-1 (Fitch), issued by domestic corporation w/ at least $500 mil of assets, and long term debt rated by at least two: AA- (S&P/Fitch)/Aa3 (Moody's)	Yes
Corporate Bonds	Sector limit 30%, issuer limit 5%, max maturity 5 years, rated by at least two: A (S&P/Fitch)/A2 (Moody's), issued by domestic corps/depositories	Yes
Money Market Funds	Sector limit 20%, issuer limit 10%, rated by at least two: AAA-m (S&P/Fitch)/Aaa-mf (Moody's), MMF has at least $500 mil managed	Yes
Negotiable Certificates of Deposit	Sector limit 30%, issuer limit 5%, max maturity 5 years, if under 1 year rated by at least two: A-1 (S&P), P-1 (Moody's), F-1 (Fitch), if greater than 1 year rated by at least two: AA- (S&P/Fitch)/Aa3 (Moody's)	Yes
Municipal Securities	Sector limit 10%, no issuer limit, State of CA, local CA agencies, and other municipal securities of the other 49 states, if long-term rated, then by at least two: A- (S&P/Fitch)/A3 (Moody's), if short-term rated, then by at least two: SP-1 (S&P), MIG-1 (Moody's), F-1 (Fitch), revenue based bonds payable solely out of the States' or local agencies' revenues	Yes
Mortgage-Backed Securities	Sector limit 20% in aggregate with ABS, no issuer limit, max maturity 5 years, collateralized by pools of conforming residential mortgage loans insured by FHLMC/FNMA and residential mortgages guaranteed by FHA (GNMA)	Yes
Asset-Backed Securities	Sector limit 20% in aggregate with ABS, no issuer limit, max maturity 5 years, collateralized by pools of loans such as installment/receivables, security must be rated by at least two: AA- (S&P/Fitch), Aa3 (Moody's), issuer rated by at least two: A- (S&P/Fitch), A3 (Moody's)	Yes
Supranational Debt Obligations	Sector limit 10%, max maturity 5 years, issued or unconditionally gauranteed by the IBRD, rated by at least two: AAA (S&P/Fitch), Aaa (Moody's)	Yes
Bankers' Acceptances	Sector limit 40%, issuer limit 5%, max maturity 180 days, rated by at least two: A-1 (S&P), P-1 (Moody's), F-1 (Fitch), issued by commercial banks , collateral must exceed market value of security by 2%	Yes, None in Portfolio
Securities Lending	Sector limit 20%, max maturity 92 days for loans and reinvestment, loan counterparty must be a primary dealer, loaned securities must be owned for at least 30 days	Yes, None in Portfolio

Santa Clara County Commingled Pool

Allocation by Security Types

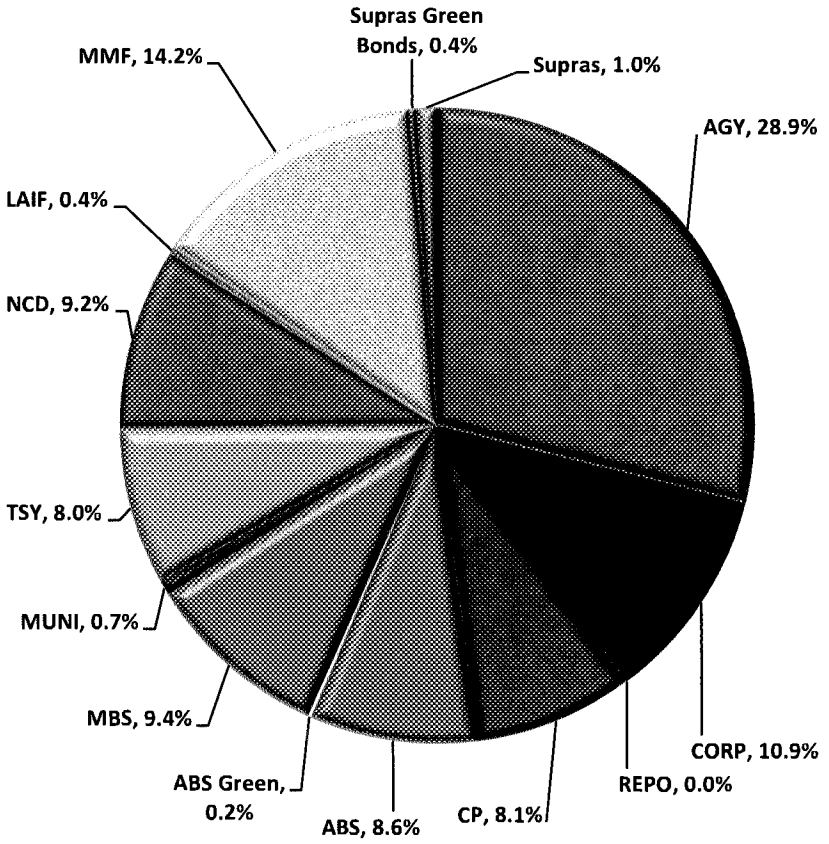
For the Month Ended April 30, 2023

Average Daily Balance	**$ 13,090,083,815.68**
Book Yield	**3.153%**
Weighted Average Maturity	**593 Days**

Investment Type	Par Value (Millions)	Book Value* (Millions)	Value (Millions)
Federal Agencies	$ 3,772.17	$ 3,746.69	$ 3,620.24
Corporate Bonds	1,412.59	1,402.14	1,365.60
Repurchase Agreements	-	-	-
Commercial Paper	1,024.43	1,014.19	1,013.63
Asset-Backed Securities	1,103.08	1,101.87	1,075.65
Asset-Backed Sec Green Bds	24.55	24.28	24.26
Mortgage Backed Securities	1,230.28	1,233.15	1,175.01
Municipal Securities	94.13	94.78	92.50
U.S. Treasuries	1,050.00	1,046.50	997.30
Negotiable CDs	1,155.00	1,155.00	1,154.92
LAIF	44.00	44.00	44.00
Money Market Funds	1,772.78	1,772.78	1,772.78
Supranationals Green Bonds	50.00	49.69	48.15
Supranationals	131.75	131.71	128.11
Total	**$ 12,864.74**	**$ 12,816.76**	**$ 12,512.16**

*Represents Amortized Book Value

Asset Allocation By Market Value



Santa Clara County Commingled Pool

Allocation by Security Types

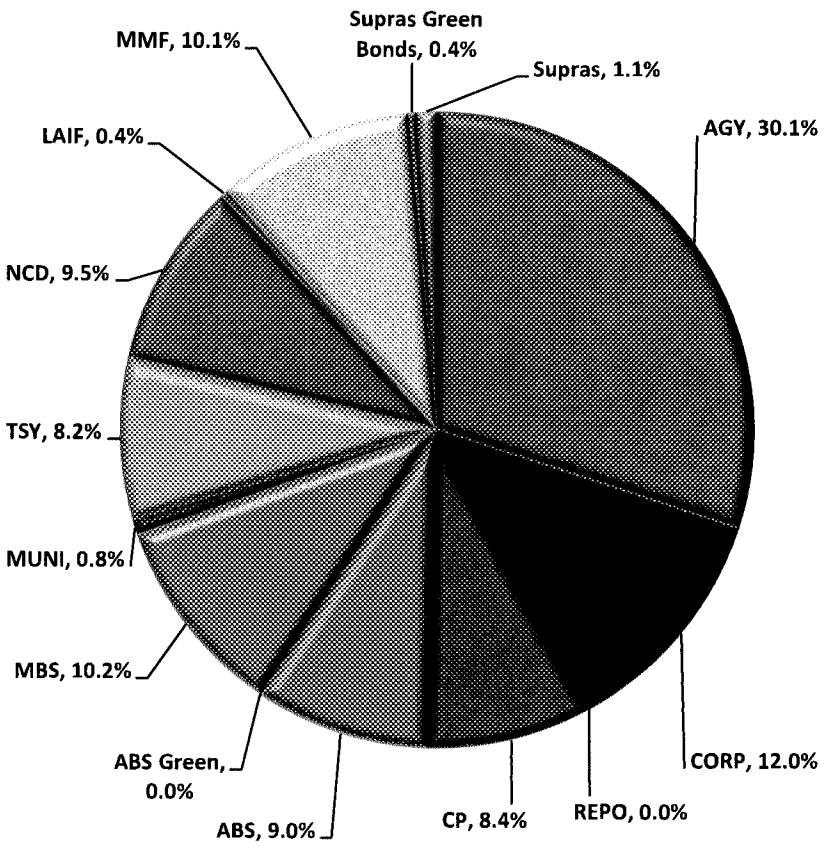
For the Month Ended May 31, 2023

Average Daily Balance	**$ 13,102,012,739.97**
Book Yield	**3.168%**
Weighted Average Maturity	**612 Days**

Investment Type	Par Value (Millions)	Book Value* (Millions)	Value (Millions)
Federal Agencies	$ 3,812.58	$ 3,789.50	$ 3,649.85
Corporate Bonds	1,506.27	1,495.71	1,453.64
Repurchase Agreements	-	-	-
Commercial Paper	1,024.43	1,017.78	1,017.39
Asset-Backed Securities	1,124.24	1,123.03	1,095.38
Asset-Backed Sec Green Bds	-	-	-
Mortgage Backed Securities	1,301.58	1,303.39	1,238.54
Municipal Securities	93.13	93.66	91.56
U.S. Treasuries	1,050.00	1,046.60	994.61
Negotiable CDs	1,155.00	1,155.00	1,154.86
LAIF	44.00	44.00	44.00
Money Market Funds	1,226.06	1,226.06	1,226.06
Supranationals Green Bonds	50.00	49.70	48.07
Supranationals	131.75	131.71	127.98
Total	**$ 12,519.02**	**$ 12,476.14**	**$ 12,141.93**

*Represents Amortized Book Value

Asset Allocation By Market Value



SANTA CLARA COUNTY INVESTMENTS
Fund COMM - COMMINGLED POOL
Investments by Fund
June 30, 2023

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Negotiable CDs											
05966DX80	42763	BANCO SANTANDER NY	12/09/2022	65,000,000.00	65,000,000.00	64,995,216.00	5.470	5.470	5.545	08/04/2023	34
05966D3A8	43055	BANCO SANTANDER NY	04/11/2023	30,000,000.00	30,000,000.00	29,988,482.40	5.320	5.320	5.393	09/29/2023	90
05966D2Z4	43056	BANCO SANTANDER NY	04/11/2023	40,000,000.00	40,000,000.00	40,000,894.40	5.290	5.290	5.363	07/28/2023	27
06367CZA8	42642	BANK OF MONTREAL CHICAGO	10/28/2022	65,000,000.00	65,000,000.00	64,999,805.00	5.330	5.330	5.404	07/28/2023	27
05586FEZ6	42703	BNP PARIBAS NY BRANCH	11/21/2022	60,000,000.00	60,000,000.00	59,998,020.00	5.250	5.250	5.322	07/31/2023	30
06417MU94	43017	BANK OF NOVA SCOTIA HOUSTON	03/28/2023	65,000,000.00	65,000,000.00	64,943,840.00	5.200	5.200	5.272	09/29/2023	90
13606KPZ3	42665	CANADIAN IMP BK COMM NY	11/04/2022	65,000,000.00	65,000,000.00	65,015,080.00	5.530	5.530	5.606	08/04/2023	34
13606KQK5	42677	CANADIAN IMP BK COMM NY	11/09/2022	50,000,000.00	50,000,000.00	50,017,750.00	5.500	5.500	5.576	08/18/2023	48
17330QBT3	42658	CITI BANK NA	11/02/2022	50,000,000.00	50,000,000.00	50,003,550.00	5.440	5.440	5.515	07/28/2023	27
60710TBK6	43060	MIZUHO BANK LTD/NY	04/12/2023	50,000,000.00	50,000,000.00	50,002,050.00	5.250	5.250	5.322	07/31/2023	30
63873QZD9	42768	NATIXIS NY BRANCH	12/12/2022	50,000,000.00	50,000,000.00	50,008,250.00	5.450	5.450	5.525	09/01/2023	62
21684XZP4	42676	RABOBANK	11/08/2022	75,000,000.00	75,000,000.00	75,009,450.00	5.450	5.450	5.525	08/09/2023	39
78015JLA3	42654	Royal Bank of Canada NY	11/01/2022	65,000,000.00	65,000,000.00	65,000,585.00	5.290	5.290	5.363	07/28/2023	27
86564MU89	43010	SUMITOMO MITSUI TRUST NY	03/23/2023	60,000,000.00	60,000,000.00	59,992,320.00	5.110	5.110	5.180	07/31/2023	30
86564MX60	43053	SUMITOMO MITSUI TRUST NY	04/11/2023	60,000,000.00	60,000,000.00	59,988,720.00	5.260	5.260	5.333	08/23/2023	53
89115BAK6	42648	TORONTO DOMINION BANK	10/28/2022	65,000,000.00	65,000,000.00	65,000,975.00	5.320	5.320	5.393	07/28/2023	27
89115BDP2	42681	TORONTO DOMINION BANK	11/09/2022	50,000,000.00	50,000,000.00	50,003,700.00	5.450	5.450	5.525	07/14/2023	13
		Subtotal and Average		**965,000,000.00**	**965,000,000.00**	**964,968,687.80**		**5.348**	**5.422**		**39**
Mortgage Backed Securities (MBS)											
3133LJAN1	41524	FHLMC SINGLE FAMILY POOL	11/16/2021	12,306,798.45	12,102,567.62	10,879,064.96	1.500	0.932	0.945	11/01/2031	3,045
3133LPUA3	41675	FHLMC SINGLE FAMILY POOL	12/16/2021	17,775,326.23	17,583,012.04	15,776,888.91	1.500	1.127	1.142	01/01/2032	3,106
3132CW3F9	42931	FHLMC NOTES	02/16/2023	33,080,282.22	34,835,673.58	32,738,779.22	2.000	4.704	4.769	12/01/2027	1,614
3137B4WB8	38854	FHLMC MULTI-FAMILY	09/12/2018	253,435.18	253,792.07	252,865.09	3.060	2.968	3.009	07/25/2023	24
3137B5JM6	38864	FHLMC MULTI-FAMILY	09/25/2018	4,177,703.41	4,121,674.40	4,106,848.33	3.531	3.145	3.189	07/25/2023	24
3137B5KW2	39026	FHLMC MULTI-FAMILY	12/03/2018	4,946,820.43	4,901,633.50	4,881,857.86	3.458	3.164	3.208	08/25/2023	55
3137BP4J5	39654	FHLMC MULTI-FAMILY	07/01/2019	10,519,090.50	10,375,215.46	9,937,010.97	2.446	1.911	1.938	03/25/2026	998
3137BHCY1	40390	FHLMC MULTI-FAMILY	03/17/2020	9,290,727.87	8,682,923.24	8,354,562.00	2.811	1.026	1.040	01/25/2025	574
3137BSP64	40526	FHLMC MULTI-FAMILY	07/01/2020	11,622,761.06	11,007,053.98	10,447,712.92	2.340	0.651	0.661	07/25/2026	1,120
3137BKGH7	40539	FHLMC MULTI-FAMILY	07/28/2020	2,011,276.68	1,922,941.55	1,881,568.31	2.712	0.472	0.479	07/25/2025	755
3137FUZN7	40540	FHLMC MULTI-FAMILY	07/30/2020	0.00	0.00	0.00	0.526	0.509	0.517	01/25/2025	574

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CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Mortgage Backed Securities (MBS)											
3138LJWY2	40630	FHLMC MULTI-FAMILY	10/02/2020	13,839,228.88	12,620,124.82	11,959,304.04	2.800	0.541	0.549	10/01/2025	823
3137BYLE8	40638	FHLMC MULTI-FAMILY	10/08/2020	7,231,875.00	6,650,000.00	6,255,919.67	2.700	0.875	0.888	10/25/2025	847
3137F72W4	40784	FHLMC MULTI-FAMILY	11/30/2020	1,946,526.30	1,946,526.30	1,924,384.95	5.443	0.394	0.400	09/25/2029	2,278
3132XFFH6	40812	FHLMC MULTI-FAMILY	12/09/2020	45,330,468.75	45,000,000.00	40,627,666.35	0.770	0.609	0.618	10/01/2025	823
3137FATE8	40976	FHLMC MULTI-FAMILY	03/01/2021	32,412,890.63	30,000,000.00	28,947,801.00	2.982	0.410	0.415	08/25/2024	421
3137FF3W5	40983	FHLMC MULTI-FAMILY	03/04/2021	3,674,780.84	3,674,854.34	3,341,387.77	0.602	0.585	0.593	09/25/2027	1,547
3137BVYN0	41026	FHLMC MULTI-FAMILY	03/29/2021	980,529.49	931,101.11	915,472.95	3.035	0.424	0.430	08/25/2024	421
3137BYLE8	41131	FHLMC MULTI-FAMILY	05/13/2021	5,406,445.31	5,000,000.00	4,703,699.00	2.700	0.775	0.786	10/25/2025	847
3137FYZG4	41133	FHLMC MULTI-FAMILY	05/13/2021	6,954,509.37	6,954,690.19	6,307,386.57	0.861	0.838	0.850	06/25/2027	1,455
3137FPJ55	41164	FHLMC MULTI-FAMILY	06/07/2021	18,838,728.71	17,488,811.10	16,402,880.10	2.606	0.821	0.832	07/25/2027	1,485
3137FBAB2	41192	FHLMC MULTI-FAMILY	06/17/2021	9,080,727.59	8,378,987.40	8,003,002.96	3.038	0.705	0.715	08/25/2027	1,516
3137H14A1	41222	FHLMC MULTI-FAMILY	06/30/2021	18,622,839.65	18,623,119.00	16,959,990.67	0.854	0.831	0.842	01/25/2028	1,669
3132XFD47	41319	FHLMC MULTI-FAMILY	08/24/2021	15,703,125.00	15,000,000.00	13,478,606.10	2.100	0.624	0.633	11/01/2026	1,219
3137FQ3Y7	41791	FHLMC MULTI-FAMILY	01/28/2022	19,211,341.97	18,818,793.70	17,395,072.92	2.190	1.684	1.708	07/25/2029	2,216
3137BEVH4	41803	FHLMC MULTI-FAMILY	02/02/2022	13,388,093.75	12,850,000.00	12,505,316.74	3.241	1.264	1.281	09/25/2024	452
3137H6LT0	41892	FHLMC MULTI-FAMILY	03/08/2022	31,142,540.78	31,143,412.80	29,342,407.92	1.946	1.861	1.887	03/25/2027	1,363
3137H73W1	42046	FHLMC MULTI-FAMILY	04/21/2022	18,414,181.52	18,417,220.36	17,385,415.85	2.750	2.598	2.635	04/25/2027	1,394
3137F1G44	42093	FHLMC MULTI-FAMILY	04/29/2022	35,324,023.44	35,000,000.00	33,236,990.50	3.243	2.629	2.665	04/25/2027	1,394
3137BXQY1	42099	FHLMC MULTI-FAMILY	05/02/2022	40,300,000.00	40,000,000.00	37,987,144.00	3.224	2.982	3.023	03/25/2027	1,363
3137F2LJ3	42110	FHLMC MULTI-FAMILY	05/03/2022	34,967,187.50	35,000,000.00	32,980,720.50	3.117	3.069	3.112	06/25/2027	1,455
3137F1G44	42150	FHLMC MULTI-FAMILY	05/11/2022	19,956,250.00	20,000,000.00	18,992,566.00	3.243	3.220	3.265	04/25/2027	1,394
3137F4CY6	42187	FHLMC MULTI-FAMILY	05/19/2022	24,778,432.83	24,815,268.00	24,058,010.24	2.920	2.876	2.916	09/25/2024	452
3137FMD25	42205	FHLMC MULTI-FAMILY	05/24/2022	19,784,218.75	19,940,000.00	18,806,797.84	2.875	3.023	3.065	04/25/2026	1,029
3137FBAJ5	42757	FHLMC MULTI-FAMILY	12/08/2022	10,245,250.00	10,700,000.00	10,026,915.43	3.281	4.394	4.455	08/25/2027	1,516
3137BYLD0	42764	FHLMC MULTI-FAMILY	12/09/2022	19,238,281.25	20,000,000.00	18,833,754.00	3.288	4.198	4.257	02/25/2027	1,335
3137F4X23	42786	FHLMC MULTI-FAMILY	12/15/2022	7,127,195.31	7,300,000.00	7,042,144.29	3.600	4.602	4.666	02/25/2025	605
3132XGQ74	42949	FHLMC MULTI-FAMILY	02/24/2023	43,551,562.50	45,000,000.00	42,917,842.35	3.700	4.444	4.506	11/01/2027	1,584
3137FEZT0	43054	FHLMC MULTI-FAMILY	04/11/2023	31,863,381.03	32,203,022.28	31,330,262.41	3.725	4.045	4.101	12/25/2027	1,638
3132XFLM8	43080	FHLMC MULTI-FAMILY	04/17/2023	31,149,045.31	31,160,000.00	30,210,572.56	4.300	4.288	4.347	02/01/2028	1,676
3137FHQ22	43243	FHLMC MULTI-FAMILY	06/12/2023	13,180,373.39	13,585,278.36	13,066,497.34	3.370	4.824	4.891	07/25/2025	755
3138LDYK3	42111	FNMA NOTES	05/03/2022	37,962,363.77	38,712,416.85	36,119,688.73	2.550	3.035	3.077	07/01/2026	1,096
3138LECC3	42910	FNMA NOTES	02/08/2023	37,820,312.50	40,000,000.00	37,109,951.60	2.420	4.069	4.126	07/01/2026	1,096

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CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Mortgage Backed Securities (MBS)											
3138LGKH8	39319	FNMA MULTI-FAMILY	03/19/2019	24,609,375.00	25,000,000.00	24,493,827.25	2.470	2.794	2.833	01/01/2024	184
3138LEYD7	39587	FNMA MULTI-FAMILY	05/30/2019	17,027,797.72	17,336,606.02	17,052,289.84	1.970	2.656	2.693	11/01/2023	123
3136AXVB8	40511	FNMA MULTI-FAMILY	06/17/2020	14,539,001.37	13,579,919.55	13,211,079.43	2.625	0.680	0.690	07/25/2024	390
3138L7CU8	40541	FNMA MULTI-FAMILY	07/31/2020	20,058,530.39	18,583,467.64	18,023,872.04	2.950	0.530	0.537	07/01/2024	366
3136AY6S7	40743	FNMA MULTI-FAMILY	11/12/2020	13,516,502.31	12,610,147.93	12,162,240.52	2.624	0.384	0.390	11/25/2024	513
3138LEC33	40905	FNMA MULTI-FAMILY	01/22/2021	10,480,722.17	9,664,523.00	8,983,053.71	2.380	0.600	0.609	07/01/2026	1,096
3136AUG21	41228	FNMA MULTI-FAMILY	07/07/2021	20,148,870.85	18,896,948.05	17,543,172.58	2.496	0.927	0.940	10/25/2026	1,212
3138LNKZ3	41491	FNMA MULTI-FAMILY	11/02/2021	2,685,882.39	2,573,300.49	2,458,983.62	3.440	0.628	0.637	06/01/2025	701
3138LDLP6	41854	FNMA MULTI-FAMILY	02/23/2022	10,879,780.09	10,575,727.91	9,960,357.40	2.750	1.876	1.902	04/01/2026	1,005
3138LCT54	42039	FNMA MULTI-FAMILY	04/20/2022	35,196,875.00	35,000,000.00	33,318,876.15	3.100	2.909	2.949	01/01/2026	915
3138LFUJ5	42112	FNMA MULTI-FAMILY	05/03/2022	19,493,750.00	20,000,000.00	18,495,394.60	2.470	3.050	3.093	10/01/2026	1,188
3136AK2F9	42120	FNMA MULTI-FAMILY	05/04/2022	39,077,209.59	38,991,914.78	36,981,686.61	3.396	3.195	3.240	08/25/2026	1,151
3138LD5W9	42133	FNMA MULTI-FAMILY	05/06/2022	14,643,750.00	15,000,000.00	13,996,446.30	2.625	3.170	3.214	06/01/2026	1,066
3138LD5W9	42137	FNMA MULTI-FAMILY	05/09/2022	14,622,656.25	15,000,000.00	13,996,446.30	2.625	3.208	3.253	06/01/2026	1,066
3138LEC82	42151	FNMA MULTI-FAMILY	05/11/2022	19,509,375.00	20,000,000.00	18,682,520.80	2.570	3.165	3.209	07/01/2026	1,096
3140HV6S8	42188	FNMA MULTI-FAMILY	05/19/2022	28,959,375.00	30,000,000.00	27,463,073.70	2.190	2.988	3.030	11/01/2026	1,219
3138LD5W9	42234	FNMA MULTI-FAMILY	06/01/2022	7,880,625.00	8,000,000.00	7,464,771.36	2.625	3.296	3.342	06/01/2026	1,066
3138L5FA3	42758	FNMA MULTI-FAMILY	12/08/2022	8,812,493.34	8,982,672.88	8,692,723.88	3.765	4.394	4.455	12/01/2025	884
3138LCT54	42878	FNMA MULTI-FAMILY	01/25/2023	9,723,437.50	10,000,000.00	9,519,678.90	3.100	4.031	4.087	01/01/2026	915
3136AMMF3	43042	FNMA MULTI-FAMILY	04/06/2023	21,021,993.17	21,589,583.32	20,847,845.12	3.111	4.587	4.650	12/25/2024	543
3140LJKS4	43098	FNMA MULTI-FAMILY	04/20/2023	23,264,450.63	23,279,000.00	22,690,253.37	4.540	4.533	4.596	01/01/2028	1,645
3140LJJN7	43145	FNMA MULTI-FAMILY	05/02/2023	30,631,160.63	30,732,000.00	29,894,119.68	4.385	4.375	4.436	01/01/2028	1,645
3140LHFC9	43162	FNMA MULTI-FAMILY	05/09/2023	24,437,500.00	25,000,000.00	23,643,991.75	3.530	4.065	4.122	09/01/2027	1,523
3140LJS23	43200	FNMA MULTI-FAMILY	05/24/2023	24,855,468.75	25,000,000.00	24,343,193.50	4.170	4.163	4.221	02/01/2028	1,676
3140LJX68	43268	FNMA MULTI-FAMILY	06/26/2023	23,036,842.50	23,492,000.00	22,784,420.02	4.225	4.641	4.706	06/01/2028	1,797
3140QMQJ6	41525	FNMA SINGLE FAMILY POOL	11/16/2021	11,165,123.61	11,034,093.75	9,924,783.23	1.500	1.092	1.107	11/01/2031	3,045
3140XDHF6	41526	FNMA SINGLE FAMILY POOL	11/16/2021	20,386,637.05	20,029,855.25	18,011,031.12	1.500	0.899	0.911	09/01/2031	2,984
31418EAD2	41676	FNMA SINGLE FAMILY POOL	12/16/2021	15,839,214.49	15,634,018.00	14,031,988.29	1.500	1.055	1.070	12/01/2031	3,075
30322KAE3	43105	FREDDIE MAC MULTI-FAMILY	04/21/2023	26,022,663.58	28,767,983.23	25,592,478.31	0.880	6.936	7.032	07/25/2026	1,120
		Subtotal and Average		**1,327,937,996.53**	**1,327,053,875.85**	**1,252,697,331.30**		**2.772**	**2.810**		**1,270**
Federal Agency Bonds											

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CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Federal Agency Bonds											
3133ELCS1	40135	FFCB NOTES	12/11/2019	14,441,500.00	14,450,000.00	14,079,322.68	1.550	1.615	1.638	03/11/2024	254
3133EJVC0	40535	FFCB NOTES	07/22/2020	15,412,149.97	15,000,000.00	14,613,263.70	2.950	0.342	0.347	07/24/2024	389
3133ELVQ4	40585	FFCB NOTES	09/11/2020	15,133,682.93	15,000,000.00	13,966,507.50	0.950	0.429	0.435	04/01/2025	640
3133EMTW2	41015	FFCB NOTES	03/24/2021	16,397,017.46	16,400,000.00	15,812,950.03	0.300	0.321	0.325	03/18/2024	261
3133ELG99	41327	FFCB NOTES	08/27/2021	7,821,350.26	7,825,000.00	7,473,692.24	0.375	0.419	0.424	06/10/2024	345
3133EM4X7	41408	FFCB NOTES	09/29/2021	12,711,301.11	12,796,000.00	11,373,791.01	0.800	0.999	1.013	09/10/2026	1,167
3133ENEJ5	41536	FFCB NOTES	11/18/2021	24,986,769.68	25,000,000.00	23,546,098.25	0.875	0.901	0.913	11/18/2024	506
3133ENKS8	41747	FFCB NOTES	01/11/2022	12,485,741.28	12,500,000.00	11,765,171.75	1.125	1.185	1.201	01/06/2025	555
3133ENNB2	41818	FFCB NOTES	02/08/2022	3,975,662.89	4,000,000.00	3,626,712.04	1.625	1.778	1.803	02/03/2027	1,313
3133ENNY2	41842	FFCB NOTES	02/17/2022	29,955,656.25	30,000,000.00	27,828,406.50	1.750	1.783	1.808	02/17/2026	962
3133ENPX2	41860	FFCB NOTES	02/24/2022	19,968,130.37	20,000,000.00	18,696,196.40	1.800	1.851	1.877	08/22/2025	783
3133ENRZ5	41914	FFCB NOTES	03/17/2022	14,961,842.22	15,000,000.00	14,230,830.30	1.950	2.075	2.104	03/17/2025	625
3133ENUD0	42079	FFCB NOTES	04/28/2022	19,916,027.32	20,000,000.00	18,912,829.00	2.640	2.762	2.800	04/08/2026	1,012
3133ENZG8	42304	FFCB NOTES	06/21/2022	19,974,662.61	20,000,000.00	19,397,921.20	3.375	3.396	3.443	06/20/2025	720
3133ENB33	42402	FFCB NOTES	07/19/2022	19,965,656.00	20,000,000.00	19,019,106.60	3.050	3.053	3.096	07/19/2027	1,479
3133ENN22	42568	FFCB NOTES	09/22/2022	24,957,910.42	25,000,000.00	24,454,633.50	3.750	3.778	3.830	09/22/2025	814
3133ENV72	42641	FFCB NOTES	10/27/2022	24,939,743.48	25,000,000.00	24,904,596.00	4.500	4.525	4.588	07/27/2026	1,122
3133ENZ37	42685	FFCB NOTES	11/10/2022	10,003,871.15	10,000,000.00	9,948,092.30	4.875	4.784	4.851	01/10/2025	559
3133ENZ94	42717	FFCB NOTES	11/23/2022	19,939,664.90	20,000,000.00	19,803,371.00	4.500	4.666	4.731	11/18/2024	506
3133EN3S7	42752	FFCB NOTES	12/07/2022	22,467,564.47	22,605,000.00	22,063,922.65	3.750	3.848	3.902	12/07/2027	1,620
3133EPFT7	43069	FFCB NOTES	04/13/2023	19,904,624.44	20,000,000.00	19,547,223.60	3.750	3.879	3.933	04/13/2026	1,017
3133EPCW3	43081	FFCB NOTES	04/17/2023	23,860,742.24	23,598,000.00	23,542,354.50	5.000	4.246	4.305	03/10/2025	618
3133EPGW9	43119	FFCB NOTES	04/25/2023	39,959,540.00	40,000,000.00	39,531,180.40	3.875	3.844	3.898	04/25/2028	1,760
3133EPLC7	43211	FFCB NOTES	05/30/2023	24,837,039.81	25,000,000.00	24,669,154.25	4.125	4.330	4.390	02/26/2026	971
3130A0F70	39069	FHLB NOTES	12/14/2018	10,018,211.65	10,000,000.00	9,917,165.50	3.375	2.883	2.923	12/08/2023	160
3130A0F70	39106	FHLB NOTES	12/24/2018	3,507,894.44	3,500,000.00	3,471,007.93	3.375	2.778	2.817	12/08/2023	160
3130AB3H7	39362	FHLB NOTES	03/29/2019	14,259,674.86	14,250,000.00	13,959,984.71	2.375	2.238	2.269	03/08/2024	251
3130A2UW4	39852	FHLB NOTES	09/16/2019	10,122,724.54	10,000,000.00	9,716,222.60	2.875	1.776	1.801	09/13/2024	440
3130A3DL5	39936	FHLB NOTES	10/16/2019	9,953,124.84	9,940,000.00	9,882,441.54	2.375	1.617	1.639	09/08/2023	69
3130A2UW4	39985	FHLB NOTES	10/29/2019	30,382,223.95	30,000,000.00	29,148,667.80	2.875	1.737	1.762	09/13/2024	440
3130A2UW4	40501	FHLB NOTES	05/14/2020	5,141,972.55	5,000,000.00	4,858,111.30	2.875	0.474	0.481	09/13/2024	440
3130AN4T4	41376	FHLB NOTES	09/17/2021	10,020,473.26	10,000,000.00	8,995,338.80	0.875	0.793	0.804	06/12/2026	1,077

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CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Federal Agency Bonds											
3130ANYM6	41475	FHLB NOTES	10/27/2021	24,987,388.43	25,000,000.00	24,793,738.75	0.125	0.439	0.445	08/28/2023	58
3130A8ZQ9	41509	FHLB NOTES	11/09/2021	20,332,528.85	20,000,000.00	18,683,511.20	1.750	0.963	0.977	09/12/2025	804
3130AQF40	41694	FHLB NOTES	12/22/2021	14,996,319.57	15,000,000.00	14,099,317.50	1.000	1.003	1.017	12/20/2024	538
3130ARHG9	41941	FHLB NOTES	03/25/2022	24,990,253.25	25,000,000.00	24,458,035.50	2.125	2.156	2.186	02/28/2024	242
3130AFBC0	42503	FHLB NOTES	08/24/2022	19,966,094.72	20,000,000.00	19,500,701.00	3.250	3.350	3.396	09/13/2024	440
3130AT4D6	42505	FHLB NOTES	08/25/2022	20,000,845.61	20,000,000.00	19,602,188.80	3.375	3.326	3.372	06/14/2024	349
3130A0XE5	42563	FHLB NOTES	09/21/2022	17,896,147.51	18,000,000.00	17,734,733.64	3.250	4.067	4.124	03/08/2024	251
3130ATPW1	42645	FHLB NOTES	10/28/2022	19,718,605.06	19,725,000.00	19,649,615.78	4.625	4.628	4.692	12/08/2023	160
3130ATVC8	42718	FHLB NOTES	11/23/2022	13,856,846.69	13,855,000.00	13,774,698.64	4.875	4.787	4.853	06/14/2024	349
3130ATVD6	42784	FHLB NOTES	12/15/2022	10,046,914.65	10,000,000.00	9,927,984.60	4.875	4.403	4.464	09/13/2024	440
3130AUXH2	42923	FHLB NOTES	02/14/2023	44,979,595.00	45,000,000.00	44,546,198.40	4.625	4.590	4.654	02/14/2025	594
3130AV7L0	42965	FHLB NOTES	03/03/2023	39,955,913.85	40,000,000.00	39,904,694.80	5.000	5.001	5.071	02/28/2025	608
3137EAEP0	40331	FHLMC NOTES	02/14/2020	24,993,779.62	25,000,000.00	23,595,523.50	1.500	1.497	1.517	02/12/2025	592
3137EAEV7	40554	FHLMC NOTES	08/26/2020	14,999,277.27	15,000,000.00	14,894,827.50	0.250	0.279	0.282	08/24/2023	54
3137EAEW5	40571	FHLMC NOTES	09/04/2020	34,999,286.12	35,000,000.00	34,681,602.90	0.250	0.257	0.261	09/08/2023	69
3137EAEW5	40576	FHLMC NOTES	09/08/2020	19,999,441.67	20,000,000.00	19,818,058.80	0.250	0.261	0.265	09/08/2023	69
3137EAEX3	40612	FHLMC NOTES	09/25/2020	9,986,573.86	10,000,000.00	9,071,618.30	0.375	0.430	0.435	09/23/2025	815
3137EAEV7	40620	FHLMC NOTES	09/28/2020	25,000,874.04	25,000,000.00	24,824,712.50	0.250	0.223	0.226	08/24/2023	54
3137EAEV7	40815	FHLMC NOTES	12/09/2020	20,000,521.85	20,000,000.00	19,859,770.00	0.250	0.229	0.232	08/24/2023	54
3135G0V75	40044	FNMA NOTES	11/14/2019	25,002,488.91	25,000,000.00	24,107,721.75	1.750	1.715	1.739	07/02/2024	367
3135G0X24	40233	FNMA NOTES	01/10/2020	14,985,461.27	15,000,000.00	14,220,306.75	1.625	1.668	1.691	01/07/2025	556
3135G03U5	40489	FNMA NOTES	04/30/2020	7,006,713.44	7,000,000.00	6,472,526.20	0.625	0.563	0.571	04/22/2025	661
3135G04Z3	40514	FNMA NOTES	06/19/2020	19,983,743.94	20,000,000.00	18,358,013.20	0.500	0.534	0.542	06/17/2025	717
3135G05X7	40555	FNMA NOTES	08/27/2020	29,939,560.85	30,000,000.00	27,292,509.00	0.375	0.463	0.469	08/25/2025	786
3135G04Z3	40635	FNMA NOTES	10/06/2020	15,018,850.33	15,000,000.00	13,768,509.90	0.500	0.429	0.435	06/17/2025	717
3135G06H1	40774	FNMA NOTES	11/25/2020	44,993,077.82	45,000,000.00	44,078,411.25	0.250	0.284	0.288	11/27/2023	149
3135G05G4	40832	FNMA NOTES	12/11/2020	25,000,167.12	25,000,000.00	24,966,031.50	0.250	0.220	0.223	07/10/2023	9
3135G05G4	40867	FNMA NOTES	12/23/2020	15,000,291.49	15,000,000.00	14,979,618.90	0.250	0.169	0.172	07/10/2023	9
3135G05X7	40971	FNMA NOTES	02/26/2021	14,898,815.87	15,000,000.00	13,646,254.50	0.375	0.684	0.694	08/25/2025	786
3135G05X7	40998	FNMA NOTES	03/15/2021	14,878,748.06	15,000,000.00	13,646,254.50	0.375	0.747	0.758	08/25/2025	786
3135G06G3	41005	FNMA NOTES	03/19/2021	9,925,594.60	10,000,000.00	9,061,014.30	0.500	0.812	0.823	11/07/2025	860
3135G05X7	41006	FNMA NOTES	03/19/2021	14,871,824.44	15,000,000.00	13,646,254.50	0.375	0.769	0.780	08/25/2025	786

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CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Federal Agency Bonds											
3135G04Z3	41094	FNMA NOTES	04/23/2021	23,642,514.51	23,703,000.00	21,756,999.34	0.500	0.623	0.632	06/17/2025	717
3135G05X7	41537	FNMA NOTES	11/18/2021	24,627,972.37	25,000,000.00	22,743,757.50	0.375	1.068	1.083	08/25/2025	786
3135G05X7	41559	FNMA NOTES	11/26/2021	9,824,028.32	10,000,000.00	9,097,503.00	0.375	1.198	1.214	08/25/2025	786
3135G05X7	42344	FNMA NOTES	06/30/2022	9,425,194.19	10,000,000.00	9,097,503.00	0.375	3.163	3.207	08/25/2025	786
880591EW8	40799	TENNESSEE VALLEY AUTHORITY	12/03/2020	19,165,284.76	19,075,000.00	17,596,714.97	0.750	0.487	0.494	05/15/2025	684
		Subtotal and Average		**1,312,281,691.26**	**1,313,222,000.00**	**1,264,713,703.75**		**2.049**	**2.077**		**596**
Federal Agency Bonds - CALLABLE											
31422XN40	42653	FARMER MAC	11/01/2022	25,000,000.00	25,000,000.00	24,770,336.75	5.050	4.980	5.050	11/01/2027	1,584
31422XR20	42729	FARMER MAC	11/29/2022	25,000,000.00	25,000,000.00	24,791,628.00	5.050	4.980	5.050	11/29/2024	517
31422X3H3	43219	FARMER MAC	06/02/2023	25,000,000.00	25,000,000.00	24,752,183.25	4.550	4.487	4.550	06/02/2027	1,432
3133ELVX9	40445	FFCB NOTES	04/08/2020	15,000,000.00	15,000,000.00	14,445,819.90	0.875	0.863	0.875	04/08/2024	282
3133EL5S9	40568	FFCB NOTES	09/03/2020	20,000,000.00	20,000,000.00	18,859,363.20	0.480	0.473	0.480	09/03/2024	430
3133EL6E9	40581	FFCB NOTES	09/09/2020	15,000,000.00	15,000,000.00	14,124,694.35	0.420	0.414	0.420	09/09/2024	436
3133EMBE1	40720	FFCB NOTES	11/04/2020	14,444,011.04	14,450,000.00	13,895,055.55	0.300	0.351	0.356	03/28/2024	271
3133EMLE0	40864	FFCB NOTES	12/22/2020	20,000,000.00	20,000,000.00	19,755,868.60	0.190	0.187	0.190	09/22/2023	83
3133EMLP5	40870	FFCB NOTES	12/24/2020	15,000,000.00	15,000,000.00	13,927,852.50	0.320	0.315	0.320	12/23/2024	541
3133EMVS8	41063	FFCB NOTES	04/14/2021	40,000,000.00	40,000,000.00	36,972,882.80	0.690	0.680	0.690	04/14/2025	653
3133ENJC5	41695	FFCB NOTES	12/22/2021	12,000,000.00	12,000,000.00	10,770,423.24	1.290	1.272	1.290	12/22/2026	1,270
3133ENJC5	41696	FFCB NOTES	12/22/2021	12,000,000.00	12,000,000.00	10,770,423.24	1.290	1.272	1.290	12/22/2026	1,270
3133ENQD5	41869	FFCB NOTES	03/01/2022	7,000,000.00	7,000,000.00	6,444,187.54	2.170	2.140	2.170	03/01/2027	1,339
3133ENQD5	41870	FFCB NOTES	03/01/2022	10,000,000.00	10,000,000.00	9,205,982.20	2.170	2.140	2.170	03/01/2027	1,339
3133ENQD5	41871	FFCB NOTES	03/01/2022	10,000,000.00	10,000,000.00	9,205,982.20	2.170	2.140	2.170	03/01/2027	1,339
3133ENF96	42484	FFCB NOTES	08/17/2022	20,000,000.00	20,000,000.00	19,372,280.60	3.960	3.905	3.960	08/17/2026	1,143
3133EPMF9	43239	FFCB NOTES	06/09/2023	15,000,000.00	15,000,000.00	14,874,766.50	4.690	4.625	4.690	06/09/2026	1,074
3130AJLA5	40502	FHLB NOTES	05/19/2020	5,000,000.00	5,000,000.00	4,613,899.60	0.750	0.739	0.750	05/19/2025	688
3130ALDL5	40968	FHLB NOTES	02/25/2021	35,000,000.00	35,000,000.00	31,390,029.65	0.625	0.616	0.625	02/25/2026	970
3130ALMM3	41031	FHLB NOTES	03/30/2021	9,200,000.00	9,200,000.00	8,229,763.49	1.000	0.986	1.000	03/30/2026	1,003
3130ALCV4	41057	FHLB NOTES	04/13/2021	14,924,402.23	15,000,000.00	13,399,597.65	0.750	0.932	0.945	02/24/2026	969
3130ALZ31	41110	FHLB NOTES	04/28/2021	35,000,000.00	35,000,000.00	32,741,012.50	0.625	0.616	0.625	10/28/2024	485
3130AM4N9	41113	FHLB NOTES	04/29/2021	15,000,000.00	15,000,000.00	13,504,007.55	1.000	0.986	1.000	04/29/2026	1,033
3130ANA42	41260	FHLB NOTES	07/28/2021	11,997,080.00	12,000,000.00	11,069,395.68	0.650	0.654	0.663	04/28/2025	667

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CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Federal Agency Bonds - CALLABLE											
3130ALEY6	41278	FHLB NOTES	08/04/2021	24,724,226.67	24,730,000.00	22,048,602.52	0.800	0.797	0.808	03/04/2026	977
3130ANWF3	41332	FHLB NOTES	08/30/2021	45,000,000.00	45,000,000.00	40,179,609.90	0.970	0.956	0.970	08/25/2026	1,151
3130ANVR8	41365	FHLB NOTES	09/14/2021	24,000,000.00	24,000,000.00	21,469,191.84	1.000	0.986	1.000	08/14/2026	1,140
3130AKZ25	41640	FHLB NOTES	12/08/2021	18,012,869.62	18,300,000.00	16,420,179.53	0.650	1.241	1.259	02/26/2026	971
3130ANMH0	41652	FHLB NOTES	12/13/2021	24,799,229.40	25,000,000.00	22,423,099.00	1.100	1.346	1.365	08/20/2026	1,146
3130AQDY6	41716	FHLB NOTES	12/30/2021	16,040,000.00	16,040,000.00	15,036,830.81	1.000	0.986	1.000	12/30/2024	548
3130AMU67	41933	FHLB NOTES	03/23/2022	14,719,043.19	15,000,000.00	14,260,662.60	0.400	2.318	2.350	06/28/2024	363
3130AMU67	41934	FHLB NOTES	03/23/2022	14,720,225.89	15,000,000.00	14,260,662.60	0.400	2.309	2.341	06/28/2024	363
3130ARFG1	41954	FHLB NOTES	03/30/2022	20,000,000.00	20,000,000.00	18,587,989.20	2.400	2.367	2.400	03/25/2027	1,363
3130AKYH3	41960	FHLB NOTES	03/31/2022	18,448,040.05	19,655,000.00	17,257,046.56	0.830	2.618	2.655	02/10/2027	1,320
3130ARJT9	41995	FHLB NOTES	04/12/2022	25,000,000.00	25,000,000.00	23,662,369.50	2.910	2.870	2.910	04/12/2027	1,381
3130ARN23	42077	FHLB NOTES	04/28/2022	25,000,000.00	25,000,000.00	23,751,261.75	3.200	3.156	3.200	04/28/2027	1,397
3130ARPR6	42089	FHLB NOTES	04/29/2022	35,000,000.00	35,000,000.00	33,310,636.45	3.100	3.057	3.100	04/29/2027	1,398
3130ARQ87	42090	FHLB NOTES	04/29/2022	15,000,000.00	15,000,000.00	14,273,930.10	3.000	2.958	3.000	04/29/2026	1,033
3130ARQ87	42091	FHLB NOTES	04/29/2022	25,000,000.00	25,000,000.00	23,789,883.50	3.000	2.958	3.000	04/29/2026	1,033
3130ARQ87	42092	FHLB NOTES	04/29/2022	25,000,000.00	25,000,000.00	23,789,883.50	3.000	2.958	3.000	04/29/2026	1,033
3130ARUR0	42143	FHLB NOTES	05/10/2022	25,000,000.00	25,000,000.00	23,831,511.75	3.200	3.156	3.200	05/10/2027	1,409
3130ARUR0	42144	FHLB NOTES	05/10/2022	4,196,759.00	4,200,000.00	4,003,693.97	3.200	3.177	3.221	05/10/2027	1,409
3130ARUZ2	42166	FHLB NOTES	05/13/2022	10,000,000.00	10,000,000.00	9,552,003.70	3.100	3.057	3.100	05/13/2026	1,047
3130ANMH0	42245	FHLB NOTES	06/03/2022	9,607,573.81	10,215,000.00	9,162,078.25	1.100	3.095	3.138	08/20/2026	1,146
3130AS6Q7	42256	FHLB NOTES	06/07/2022	30,000,000.00	30,000,000.00	28,618,018.20	3.250	3.205	3.250	06/07/2027	1,437
3130ATW45	42728	FHLB NOTES	11/29/2022	30,000,000.00	30,000,000.00	29,741,325.30	5.050	4.980	5.050	11/29/2027	1,612
3130ANEC0	42774	FHLB NOTES	12/13/2022	31,708,747.93	35,000,000.00	31,446,544.50	0.500	4.285	4.345	07/29/2026	1,124
3130AUGN8	42843	FHLB NOTES	01/09/2023	45,000,000.00	45,000,000.00	44,829,316.80	5.000	4.931	4.999	01/10/2024	193
3130AVAY8	42999	FHLB NOTES	03/20/2023	25,000,000.00	25,000,000.00	24,864,832.50	5.500	5.424	5.500	09/20/2027	1,542
3130AVSU7	43138	FHLB NOTES	04/28/2023	25,000,000.00	25,000,000.00	24,512,696.00	4.450	4.389	4.450	04/28/2027	1,397
3130AVVH2	43155	FHLB NOTES	05/05/2023	25,000,000.00	25,000,000.00	24,290,696.25	4.400	4.339	4.400	05/05/2028	1,770
3134GVVX3	40506	FHLMC NOTES	05/28/2020	6,000,000.00	6,000,000.00	5,531,825.28	0.750	0.739	0.750	05/28/2025	697
3134GVYX0	40508	FHLMC NOTES	06/03/2020	10,000,000.00	10,000,000.00	9,553,607.00	0.500	0.493	0.500	06/03/2024	338
3134GVYX0	40509	FHLMC NOTES	06/03/2020	10,000,000.00	10,000,000.00	9,553,607.00	0.500	0.493	0.500	06/03/2024	338
3134GWUD6	40625	FHLMC NOTES	09/30/2020	15,000,000.00	15,000,000.00	13,933,973.55	0.400	0.394	0.400	12/30/2024	548
3134GWWR3	40626	FHLMC NOTES	09/30/2020	24,500,000.00	24,500,000.00	22,230,259.73	0.520	0.512	0.520	09/30/2025	822

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Investments by Fund
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CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Federal Agency Bonds - CALLABLE											
3134GWZR0	40657	FHLMC NOTES	10/21/2020	8,767,853.18	8,770,000.00	8,212,674.31	0.400	0.413	0.418	10/21/2024	478
3134GW6E1	40706	FHLMC NOTES	11/02/2020	60,000,000.00	60,000,000.00	58,979,631.60	0.320	0.315	0.320	11/02/2023	124
3134GW6E1	40707	FHLMC NOTES	11/02/2020	5,000,000.00	5,000,000.00	4,914,969.30	0.320	0.315	0.320	11/02/2023	124
3134GXBL7	40754	FHLMC NOTES	11/18/2020	13,871,696.99	13,873,000.00	13,591,860.19	0.300	0.320	0.325	11/16/2023	138
3134GXDK7	40783	FHLMC NOTES	11/30/2020	30,000,000.00	30,000,000.00	28,649,533.20	0.325	0.320	0.325	05/30/2024	334
3134GW5R3	42038	FHLMC NOTES	04/20/2022	35,128,211.18	37,000,000.00	33,603,054.05	0.650	2.919	2.959	10/27/2025	849
3134GW5R3	42071	FHLMC NOTES	04/27/2022	15,197,015.37	16,000,000.00	14,531,050.40	0.650	2.899	2.940	10/27/2025	849
3134GW6C5	42098	FHLMC NOTES	05/02/2022	18,594,710.15	20,000,000.00	17,715,823.00	0.800	3.036	3.078	10/28/2026	1,215
3134GXHX5	42109	FHLMC NOTES	05/03/2022	13,873,762.28	15,000,000.00	13,053,719.70	0.850	3.145	3.189	12/23/2026	1,271
3134GX3A0	42587	FHLMC NOTES	09/30/2022	14,951,010.56	15,000,000.00	14,875,483.65	4.750	4.840	4.908	09/30/2025	822
3134GY7D8	42817	FHLMC NOTES	12/28/2022	45,000,000.00	45,000,000.00	44,726,504.85	5.050	4.980	5.050	06/28/2024	363
3134GY7D8	42818	FHLMC NOTES	12/28/2022	7,000,000.00	7,000,000.00	6,957,456.31	5.050	4.980	5.050	06/28/2024	363
3134GY7C0	42819	FHLMC NOTES	12/29/2022	8,450,000.00	8,450,000.00	8,384,405.10	5.010	4.941	5.010	12/29/2025	912
3134GYCP5	42871	FHLMC NOTES	01/23/2023	20,000,000.00	20,000,000.00	19,866,026.20	5.000	4.931	5.000	07/23/2024	388
3134GYPF3	43063	FHLMC NOTES	04/12/2023	25,000,000.00	25,000,000.00	24,565,457.50	4.750	4.686	4.751	07/12/2027	1,472
3134GYPF3	43064	FHLMC NOTES	04/12/2023	15,000,000.00	15,000,000.00	14,739,274.50	4.750	4.686	4.751	07/12/2027	1,472
3136G4XZ1	40522	FNMA NOTES	06/30/2020	15,000,000.00	15,000,000.00	13,786,043.25	0.740	0.729	0.740	06/30/2025	730
3136G4XZ1	40523	FNMA NOTES	06/30/2020	5,000,000.00	5,000,000.00	4,595,347.75	0.740	0.729	0.740	06/30/2025	730
3136G4YU1	40528	FNMA NOTES	07/15/2020	10,000,000.00	10,000,000.00	9,180,599.10	0.730	0.720	0.730	07/15/2025	745
3136G4YU1	40529	FNMA NOTES	07/15/2020	5,518,000.00	5,518,000.00	5,065,854.58	0.730	0.720	0.730	07/15/2025	745
3136G4A45	40534	FNMA NOTES	07/22/2020	20,000,000.00	20,000,000.00	18,341,920.20	0.710	0.700	0.710	07/22/2025	752
3136G4B77	40543	FNMA NOTES	08/04/2020	20,000,000.00	20,000,000.00	18,311,886.80	0.700	0.690	0.700	08/04/2025	765
3135G05P4	40546	FNMA NOTES	08/10/2020	24,999,739.05	25,000,000.00	24,887,187.75	0.300	0.307	0.311	08/03/2023	33
3136G4H63	40550	FNMA NOTES	08/19/2020	11,500,000.00	11,500,000.00	10,430,125.33	0.550	0.542	0.550	08/19/2025	780
3136G4H63	40551	FNMA NOTES	08/19/2020	10,000,000.00	10,000,000.00	9,069,674.20	0.550	0.542	0.550	08/19/2025	780
3136G4H63	40552	FNMA NOTES	08/19/2020	15,000,000.00	15,000,000.00	13,604,511.30	0.550	0.542	0.550	08/19/2025	780
3136G4X40	40575	FNMA NOTES	09/08/2020	12,638,630.31	12,640,000.00	11,524,439.36	0.600	0.596	0.605	08/26/2025	787
3136G43H4	40592	FNMA NOTES	09/16/2020	11,685,000.00	11,685,000.00	10,990,252.90	0.400	0.394	0.400	09/16/2024	443
3136G43C5	40611	FNMA NOTES	09/24/2020	10,000,000.00	10,000,000.00	9,836,389.40	0.300	0.295	0.300	10/24/2023	115
3136G46K4	40685	FNMA NOTES	10/28/2020	35,000,000.00	35,000,000.00	31,937,266.90	0.500	0.493	0.500	07/28/2025	758
3136G46K4	40686	FNMA NOTES	10/28/2020	14,000,000.00	14,000,000.00	12,774,906.76	0.500	0.493	0.500	07/28/2025	758
3136G46K4	40687	FNMA NOTES	10/28/2020	26,000,000.00	26,000,000.00	23,724,826.84	0.500	0.493	0.500	07/28/2025	758

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CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Federal Agency Bonds - CALLABLE											
3136G45C3	40749	FNMA NOTES	11/17/2020	9,991,311.24	10,000,000.00	9,058,130.70	0.540	0.570	0.577	10/27/2025	849
3135GA2Z3	40780	FNMA NOTES	11/27/2020	24,991,033.52	25,000,000.00	22,651,297.25	0.560	0.567	0.575	11/17/2025	870
3135GA7F2	40847	FNMA NOTES	12/15/2020	39,800,000.00	39,800,000.00	38,355,587.95	0.350	0.345	0.350	03/15/2024	258
3135GAAJ0	40873	FNMA NOTES	12/28/2020	40,000,000.00	40,000,000.00	37,872,402.40	0.360	0.355	0.359	07/26/2024	391
3135GAAJ0	40874	FNMA NOTES	12/28/2020	20,000,000.00	20,000,000.00	18,936,201.20	0.360	0.355	0.359	07/26/2024	391
3136G4W41	41809	FNMA NOTES	02/03/2022	29,433,627.61	30,000,000.00	27,385,077.90	0.650	1.534	1.556	08/25/2025	786
3135G06L2	41964	FNMA NOTES	04/01/2022	18,863,370.89	20,000,000.00	17,539,062.60	0.875	2.594	2.630	12/18/2026	1,266
		Subtotal and Average		**1,888,297,181.16**	**1,901,526,000.00**	**1,789,291,181.96**		**2.065**	**2.094**		**846**
US Treasury Notes											
9128286Z8	40155	U.S. TREASURY NOTES	12/13/2019	30,001,802.61	30,000,000.00	28,935,937.50	1.750	1.719	1.743	06/30/2024	365
91282CBH3	41010	U.S. TREASURY NOTES	03/23/2021	29,636,266.51	30,000,000.00	26,929,687.50	0.375	0.842	0.854	01/31/2026	945
91282CAJ0	41011	U.S. TREASURY NOTES	03/23/2021	29,685,284.37	30,000,000.00	27,215,625.00	0.250	0.732	0.743	08/31/2025	792
912828ZW3	41016	U.S. TREASURY NOTES	03/24/2021	24,791,940.19	25,000,000.00	22,827,148.50	0.250	0.663	0.672	06/30/2025	730
912828XB1	41023	U.S. TREASURY NOTES	03/26/2021	25,705,986.82	25,000,000.00	23,737,304.75	2.125	0.588	0.596	05/15/2025	684
91282CAB7	41024	U.S. TREASURY NOTES	03/26/2021	34,707,788.64	35,000,000.00	31,843,164.15	0.250	0.647	0.656	07/31/2025	761
91282CBE0	41048	U.S. TREASURY NOTES	04/08/2021	44,959,073.54	45,000,000.00	43,767,773.55	0.125	0.289	0.293	01/15/2024	198
912828V80	41054	U.S. TREASURY NOTES	04/12/2021	45,509,521.87	45,000,000.00	44,182,617.30	2.250	0.303	0.307	01/31/2024	214
912828ZW3	41062	U.S. TREASURY NOTES	04/13/2021	39,642,026.07	40,000,000.00	36,523,437.60	0.250	0.695	0.705	06/30/2025	730
91282CAJ0	41067	U.S. TREASURY NOTES	04/14/2021	29,689,078.13	30,000,000.00	27,215,625.00	0.250	0.726	0.736	08/31/2025	792
912828ZT0	41075	U.S. TREASURY NOTES	04/15/2021	29,764,847.38	30,000,000.00	27,448,828.20	0.250	0.656	0.665	05/31/2025	700
91282CBH3	41484	U.S. TREASURY NOTES	10/29/2021	24,559,642.54	25,000,000.00	22,441,406.25	0.375	1.058	1.073	01/31/2026	945
9128287B0	41496	U.S. TREASURY NOTES	11/03/2021	25,571,151.19	25,000,000.00	23,195,312.50	1.875	1.076	1.091	06/30/2026	1,095
91282CAJ0	41517	U.S. TREASURY NOTES	11/12/2021	29,509,859.06	30,000,000.00	27,215,625.00	0.250	1.006	1.020	08/31/2025	792
9128285Z9	41541	U.S. TREASURY NOTES	11/19/2021	35,388,039.48	35,000,000.00	34,421,679.60	2.500	0.584	0.592	01/31/2024	214
9128286X3	41550	U.S. TREASURY NOTES	11/23/2021	25,613,307.88	25,000,000.00	23,375,976.50	2.125	1.239	1.257	05/31/2026	1,065
912828P46	41602	U.S. TREASURY NOTES	11/26/2021	40,386,186.77	40,000,000.00	37,060,937.60	1.625	1.229	1.246	02/15/2026	960
9128282D1	41613	U.S. TREASURY NOTES	11/30/2021	40,062,050.08	40,000,000.00	39,750,144.00	1.375	0.434	0.440	08/31/2023	61
9128286A3	41619	U.S. TREASURY NOTES	12/01/2021	31,176,544.79	30,000,000.00	28,548,046.80	2.625	1.055	1.070	01/31/2026	945
912828P46	41623	U.S. TREASURY NOTES	12/02/2021	25,336,303.71	25,000,000.00	23,163,086.00	1.625	1.084	1.099	02/15/2026	960
912828YD6	41656	U.S. TREASURY NOTES	12/13/2021	40,209,966.61	40,000,000.00	36,381,250.00	1.375	1.187	1.203	08/31/2026	1,157
91282CAT8	41659	U.S. TREASURY NOTES	12/13/2021	39,186,025.65	40,000,000.00	36,096,875.20	0.250	1.127	1.143	10/31/2025	853

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US Treasury Notes											
91282CBM2	41660	U.S. TREASURY NOTES	12/13/2021	39,856,244.10	40,000,000.00	38,718,750.00	0.125	0.693	0.703	02/15/2024	229
91282CBM2	41682	U.S. TREASURY NOTES	12/17/2021	39,861,857.20	40,000,000.00	38,718,750.00	0.125	0.671	0.680	02/15/2024	229
912828YG9	41816	U.S. TREASURY NOTES	02/07/2022	19,925,090.75	20,000,000.00	18,315,625.00	1.625	1.721	1.745	09/30/2026	1,187
912828Y95	42053	U.S. TREASURY NOTES	04/22/2022	43,620,451.63	45,000,000.00	41,651,367.30	1.875	2.899	2.939	07/31/2026	1,126
9128287B0	42104	U.S. TREASURY NOTES	05/02/2022	33,975,688.73	35,000,000.00	32,473,437.50	1.875	2.878	2.918	06/30/2026	1,095
9128285Z9	42770	U.S. TREASURY NOTES	12/12/2022	44,448,885.54	45,000,000.00	44,256,445.20	2.500	4.604	4.668	01/31/2024	214
91282CBE0	42776	U.S. TREASURY NOTES	12/13/2022	43,926,126.73	45,000,000.00	43,767,773.55	0.125	4.627	4.691	01/15/2024	198
		Subtotal and Average		**986,707,038.57**	**990,000,000.00**	**930,179,637.05**		**1.342**	**1.360**		**656**
Corporate Bonds											
037833CU2	40165	APPLE INC	12/16/2019	10,066,459.31	10,000,000.00	9,783,806.10	2.850	2.010	2.038	05/11/2024	315
037833DF4	40274	APPLE INC	01/23/2020	5,060,534.97	5,000,000.00	4,820,341.45	2.750	1.892	1.918	01/13/2025	562
037833DX5	40553	APPLE INC	08/20/2020	29,969,752.67	30,000,000.00	27,402,756.60	0.550	0.589	0.597	08/20/2025	781
037833EB2	40926	APPLE INC	02/08/2021	19,988,443.67	20,000,000.00	18,024,287.20	0.700	0.712	0.722	02/08/2026	953
037833CJ7	41990	APPLE INC	04/11/2022	11,801,159.97	11,694,000.00	11,226,903.28	3.350	3.031	3.073	02/09/2027	1,319
037833CJ7	41991	APPLE INC	04/12/2022	11,942,447.19	11,850,000.00	11,376,672.13	3.350	3.060	3.103	02/09/2027	1,319
037833ET3	43166	APPLE INC	05/10/2023	39,924,987.33	40,000,000.00	39,336,964.00	4.000	3.987	4.043	05/10/2028	1,775
023135BW5	41175	AMAZON	06/10/2021	25,020,176.57	25,000,000.00	23,967,153.50	0.450	0.351	0.355	05/12/2024	316
023135CF1	42005	AMAZON	04/13/2022	39,937,650.67	40,000,000.00	38,083,806.80	3.300	3.299	3.345	04/13/2027	1,382
023135CP9	42735	AMAZON	12/01/2022	49,974,383.33	50,000,000.00	49,672,804.50	4.550	4.500	4.563	12/01/2027	1,614
06051GFF1	43048	BANK OF AMERICA CORP	04/10/2023	24,332,826.92	24,550,000.00	24,272,615.69	4.000	5.152	5.223	04/01/2024	275
06405LAC5	42712	BANK OF NEW YORK	11/22/2022	20,000,000.00	20,000,000.00	19,891,849.40	5.224	5.152	5.224	11/21/2025	874
06406RBQ9	43125	BANK OF NEW YORK	04/26/2023	15,000,000.00	15,000,000.00	14,810,545.50	4.947	4.879	4.947	04/26/2027	1,395
06405LAD3	43199	BANK OF NEW YORK	05/24/2023	15,000,000.00	15,000,000.00	14,903,257.80	5.148	5.077	5.148	05/22/2026	1,056
084664CZ2	41908	BERKSHIRE HATHWY	03/15/2022	39,994,367.56	40,000,000.00	37,397,565.20	2.300	2.272	2.304	03/15/2027	1,353
141781CA0	43110	CARGILL INC	04/24/2023	9,981,269.56	10,000,000.00	9,859,369.70	4.500	4.507	4.570	06/24/2026	1,089
141781CA0	43118	CARGILL INC	04/25/2023	27,867,578.26	27,850,000.00	27,458,344.61	4.500	4.417	4.478	06/24/2026	1,089
14913R2K2	43128	CATERPILLAR	04/26/2023	27,444,920.18	30,000,000.00	26,968,357.80	0.900	4.265	4.325	03/02/2026	975
14913UAA8	43176	CATERPILLAR	05/15/2023	44,979,750.83	45,000,000.00	44,285,951.70	4.350	4.307	4.366	05/15/2026	1,049
194162AM5	42464	COLGATE-PALMOLIVE CO	08/09/2022	4,996,763.90	5,000,000.00	4,812,836.40	3.100	3.089	3.132	08/15/2025	776
126149AD5	43109	BESTFOODS	04/24/2023	17,003,733.50	15,683,000.00	16,774,315.36	7.250	4.511	4.574	12/15/2026	1,263
126149AD5	43126	BESTFOODS	04/26/2023	4,885,017.52	4,500,000.00	4,813,136.46	7.250	4.471	4.533	12/15/2026	1,263

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CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Corporate Bonds											
166756AE6	40548	CHEVRON CORP.	08/12/2020	15,000,000.00	15,000,000.00	13,699,213.50	0.687	0.677	0.687	08/12/2025	773
166756AJ5	41097	CHEVRON CORP.	04/26/2021	13,801,940.36	13,800,000.00	13,732,337.36	0.426	0.294	0.298	08/11/2023	41
24422EWR6	43134	JOHN DEERE CAPITAL CORP	04/27/2023	19,451,492.73	18,964,000.00	18,942,029.64	4.750	4.064	4.121	01/20/2028	1,664
24422EWW5	43235	JOHN DEERE CAPITAL CORP	06/08/2023	9,994,579.39	10,000,000.00	9,979,106.40	4.950	4.911	4.980	06/06/2025	706
95709TAN0	43074	EVERGY KANSAS CENTRAL	04/14/2023	19,031,080.38	20,000,000.00	18,514,630.00	2.550	4.236	4.295	07/01/2026	1,096
95709TAN0	43082	EVERGY KANSAS CENTRAL	04/17/2023	9,533,185.44	10,000,000.00	9,257,315.00	2.550	4.171	4.229	07/01/2026	1,096
459200KS9	43111	IBM	04/24/2023	16,042,949.95	16,216,000.00	15,846,970.87	4.000	4.482	4.545	07/27/2025	757
458140CE8	43121	INTEL CORP	04/25/2023	13,865,288.79	13,672,000.00	13,613,338.78	4.875	4.466	4.528	02/10/2028	1,685
458140CE8	43129	INTEL CORP	04/26/2023	10,149,540.95	10,000,000.00	9,957,093.90	4.875	4.447	4.509	02/10/2028	1,685
571676AT2	43099	MARS INC	04/20/2023	19,986,360.11	20,000,000.00	19,667,963.80	4.550	4.503	4.566	04/20/2028	1,755
57629WDG2	41926	MASSMUTUAL GLOBAL FUNDING	03/21/2022	19,995,407.41	20,000,000.00	19,031,218.40	2.800	2.775	2.813	03/21/2025	629
57629WCQ1	42334	MASSMUTUAL GLOBAL FUNDING	06/28/2022	7,102,634.92	7,500,000.00	6,814,038.23	2.350	3.948	4.003	01/14/2027	1,293
58933YBH7	43183	MERCK & CO	05/17/2023	9,992,098.00	10,000,000.00	9,823,582.00	4.050	4.012	4.068	05/17/2028	1,782
58989V2C7	41073	MET LIFE GLOBAL FUNDING	04/15/2021	10,000,896.26	10,000,000.00	9,607,469.50	0.700	0.678	0.688	04/05/2024	279
59217GEN5	41168	MET LIFE GLOBAL FUNDING	06/08/2021	14,995,142.17	15,000,000.00	14,277,262.95	0.550	0.577	0.585	06/07/2024	342
59217GEK1	41342	MET LIFE GLOBAL FUNDING	09/01/2021	9,794,570.96	9,793,000.00	9,682,835.80	0.450	0.348	0.353	09/01/2023	62
59217GBY4	41873	MET LIFE GLOBAL FUNDING	03/01/2022	8,738,135.84	8,500,000.00	7,945,866.22	3.450	2.548	2.584	12/18/2026	1,266
59217GEW5	42101	MET LIFE GLOBAL FUNDING	05/02/2022	9,897,541.87	10,000,000.00	9,504,968.00	2.800	3.382	3.429	03/21/2025	629
59217GFB0	42345	MET LIFE GLOBAL FUNDING	06/30/2022	14,990,886.33	15,000,000.00	14,567,395.20	4.400	4.356	4.417	06/30/2027	1,460
592179KD6	42839	METLIFE SHORT TERM FUND	01/06/2023	15,000,000.00	15,000,000.00	14,835,888.75	5.000	4.931	5.000	01/06/2026	920
594918BX1	39489	MICROSOFT CORP	04/29/2019	6,507,325.28	6,500,000.00	6,402,015.56	2.875	2.635	2.672	02/06/2024	220
594918BQ6	40005	MICROSOFT CORP	11/01/2019	10,817,279.44	10,815,000.00	10,783,142.47	2.000	1.762	1.786	08/08/2023	38
594918BY9	42081	MICROSOFT CORP	04/28/2022	5,200,683.69	5,168,000.00	4,968,564.19	3.300	3.057	3.099	02/06/2027	1,316
594918BR4	42668	MICROSOFT CORP	11/04/2022	23,474,849.52	25,000,000.00	23,455,497.00	2.400	4.498	4.560	08/08/2026	1,134
641062AR5	42791	NESTLE HOLDINGS INC	12/16/2022	22,876,536.52	25,000,000.00	22,451,293.50	0.625	4.170	4.228	01/15/2026	929
637432NP6	43112	NATIONAL RURAL UTIL COOP	04/24/2023	13,118,464.29	13,725,000.00	12,777,634.35	3.400	4.415	4.476	02/07/2028	1,682
637639AB1	41103	NATIONAL SECS CLEARING CORP	04/27/2021	5,041,794.29	5,000,000.00	4,648,439.50	1.500	1.013	1.027	04/23/2025	662
637639AH8	42736	NATIONAL SECS CLEARING CORP	12/01/2022	15,036,962.23	14,950,000.00	14,856,325.09	5.100	4.879	4.947	11/21/2027	1,604
637639AJ4	43213	NATIONAL SECS CLEARING CORP	05/30/2023	4,998,181.81	5,000,000.00	4,974,416.20	5.150	5.099	5.170	05/30/2025	699
66815L2F5	42707	NORTHWESTERN MUTUAL LIFE INSUR	11/21/2022	28,606,206.51	31,807,000.00	28,328,673.95	1.750	4.870	4.938	01/11/2027	1,290
64952WDT7	41081	NEW YORK LIFE GLOBAL	04/19/2021	18,609,592.83	18,611,000.00	18,316,694.95	0.400	0.419	0.424	10/21/2023	112
64952WEB5	41104	NEW YORK LIFE GLOBAL	04/27/2021	29,995,148.89	30,000,000.00	28,781,894.40	0.550	0.562	0.569	04/27/2024	301

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Corporate Bonds											
64952WED1	41174	NEW YORK LIFE GLOBAL	06/09/2021	19,988,597.11	20,000,000.00	17,699,254.20	1.150	1.154	1.170	06/09/2026	1,074
64952WEJ8	41483	NEW YORK LIFE GLOBAL	10/29/2021	24,985,615.74	25,000,000.00	23,480,056.75	0.900	0.931	0.944	10/29/2024	486
64952WEK5	41757	NEW YORK LIFE GLOBAL	01/14/2022	34,980,645.00	35,000,000.00	32,882,028.90	1.450	1.466	1.486	01/14/2025	563
64952WED1	41825	NEW YORK LIFE GLOBAL	02/09/2022	9,209,656.51	9,445,000.00	8,358,472.80	1.150	2.012	2.040	06/09/2026	1,074
6944PL2C2	41330	PACIFIC LIFE GLOBAL	08/27/2021	40,010,508.31	40,000,000.00	39,531,292.80	0.500	0.378	0.384	09/23/2023	84
740189AM7	41978	PRECISION CASTPARTS CORP	04/07/2022	10,538,210.82	10,494,000.00	10,135,254.00	3.250	2.962	3.004	06/15/2025	715
742651DP4	40337	PRIVATE EXPORT FUND CORPORATIO	02/18/2020	11,487,706.90	11,385,000.00	11,020,885.39	2.450	1.526	1.548	07/15/2024	380
742651DX7	40379	PRIVATE EXPORT FUND CORPORATIO	03/13/2020	11,734,186.14	11,610,000.00	11,061,210.16	1.750	0.938	0.951	11/15/2024	503
74274TAG5	41284	PRIVATE EXPORT FUND CORPORATIO	08/05/2021	20,017,441.67	20,000,000.00	18,888,375.60	0.550	0.462	0.468	07/30/2024	395
74274TAG5	41558	PRIVATE EXPORT FUND CORPORATIO	11/23/2021	9,964,921.61	10,000,000.00	9,444,187.80	0.550	0.867	0.879	07/30/2024	395
742718FV6	41801	PROCTER & GAMBLE	02/01/2022	54,944,028.33	55,000,000.00	50,297,047.35	1.900	1.903	1.929	02/01/2027	1,311
742718ER6	41999	PROCTER & GAMBLE	04/12/2022	10,673,256.17	10,845,000.00	10,139,223.45	2.450	2.919	2.960	11/03/2026	1,221
742718FY0	42883	PROCTER & GAMBLE	01/26/2023	9,994,261.57	10,000,000.00	9,876,135.00	4.100	4.067	4.123	01/26/2026	940
74153WCQ0	41639	PRICOA Global Funding 1_PRU	12/08/2021	19,990,158.63	20,000,000.00	18,712,395.80	1.150	1.168	1.185	12/06/2024	524
21688AAQ5	40892	RABOBANK	01/12/2021	6,999,145.81	7,000,000.00	6,801,274.13	0.375	0.392	0.398	01/12/2024	195
21688AAU6	42494	RABOBANK	08/22/2022	14,996,061.25	15,000,000.00	14,689,399.05	3.875	3.845	3.899	08/22/2024	418
89236TGT6	40326	TOYOTA MOTOR CREDIT CORP	02/13/2020	29,993,501.00	30,000,000.00	28,388,032.20	1.800	1.789	1.814	02/13/2025	593
90327QD89	42219	USAA CAPITAL CORP	05/26/2022	14,969,314.69	15,000,000.00	14,403,803.40	3.375	3.446	3.493	05/01/2025	670
90331HPL1	40268	U S BANK	01/21/2020	19,986,746.67	20,000,000.00	18,861,565.00	2.050	2.066	2.095	01/21/2025	570
92826CAD4	42288	VISA	06/15/2022	19,635,858.94	20,000,000.00	19,157,546.80	3.150	3.897	3.952	12/14/2025	897
92826CAD4	42792	VISA	12/16/2022	24,355,565.63	25,000,000.00	23,946,933.50	3.150	4.222	4.280	12/14/2025	897
931142EL3	39714	WALMART	07/29/2019	5,032,274.96	5,000,000.00	4,875,349.20	2.850	2.148	2.178	07/08/2024	373
931142DV2	40315	WALMART	02/07/2020	28,318,494.59	27,975,000.00	26,948,722.02	2.650	1.741	1.765	12/15/2024	533
931142ER0	41379	WALMART	09/17/2021	9,987,862.00	10,000,000.00	8,926,743.80	1.050	1.074	1.088	09/17/2026	1,174
931142EM1	41875	WALMART	03/01/2022	2,371,189.54	2,315,000.00	2,213,419.35	3.050	2.141	2.171	07/08/2026	1,103
931142EW9	42542	WALMART	09/09/2022	19,989,785.19	20,000,000.00	19,597,838.00	3.900	3.871	3.924	09/09/2025	801
931142EX7	42578	WALMART	09/27/2022	9,804,095.40	10,000,000.00	9,805,747.30	3.950	4.414	4.476	09/09/2027	1,531
931142FA6	43091	WALMART	04/18/2023	9,995,898.24	10,000,000.00	9,821,498.90	4.000	3.960	4.015	04/15/2026	1,019
30231GAC6	39998	EXXON MOBIL CORP	10/31/2019	5,040,302.73	5,000,000.00	4,919,843.40	3.176	1.950	1.977	03/15/2024	258
30231GBH4	40403	EXXON MOBIL CORP	03/19/2020	15,000,000.00	15,000,000.00	14,448,862.05	2.992	2.951	2.992	03/19/2025	627
30231GAF9	40505	EXXON MOBIL CORP	05/26/2020	5,122,793.90	5,000,000.00	4,798,414.60	2.709	1.184	1.200	03/06/2025	614
		Subtotal and Average		**1,476,937,066.12**	**1,487,217,000.00**	**1,424,119,569.34**		**2.884**	**2.924**		**920**

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Investments by Fund
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CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
ABS - Green Bonds											
43815JAC7	42950	HONDA AUTO RECEIVABLES OWNER T	02/24/2023	12,997,584.60	13,000,000.00	12,913,582.50	5.040	5.032	5.102	04/21/2027	1,390
89190GAC1	41182	TOYOTA AUTO REC OWNER TRUST	06/14/2021	20,730,867.04	20,733,099.99	20,064,505.20	0.260	0.261	0.265	11/17/2025	870
89238LAC4	41867	TOYOTA LEASE OWNER TRUST	02/28/2022	18,997,009.40	19,000,000.00	18,582,558.60	1.960	1.951	1.978	02/20/2025	600
		Subtotal and Average		**52,725,461.04**	**52,733,099.99**	**51,560,646.30**		**2.047**	**2.075**		**900**
Asset Backed Securities (ABS)											
02007TAC9	40134	ALLY AUTO RECEIVABLES TRUST	12/11/2019	0.00	0.00	0.00	1.840	1.829	1.854	06/17/2024	352
02008JAC0	42182	ALLY AUTO RECEIVABLES TRUST	05/18/2022	29,494,288.80	29,500,000.00	28,720,229.45	3.310	3.296	3.341	11/16/2026	1,234
02582JJR2	41529	AMERICAN EXPRESS CREDIT ACCT	11/17/2021	32,494,923.50	32,500,000.00	30,504,389.50	0.900	0.895	0.908	11/16/2026	1,234
02589BAA8	41919	AMERICAN EXPRESS CREDIT ACCT	03/18/2022	19,498,997.70	19,500,000.00	18,470,723.70	2.210	2.191	2.222	03/15/2027	1,353
02582JJT8	42202	AMERICAN EXPRESS CREDIT ACCT	05/24/2022	34,992,258.00	35,000,000.00	33,765,938.50	3.390	3.376	3.423	05/17/2027	1,416
02582JJZ4	43249	AMERICAN EXPRESS CREDIT ACCT	06/14/2023	18,748,336.88	18,750,000.00	18,648,826.88	4.870	4.856	4.923	05/15/2028	1,780
09690AAD5	41368	BMW VEHICLE LEASE TRUST	09/15/2021	25,999,017.20	26,000,000.00	25,286,630.20	0.430	0.593	0.602	01/27/2025	576
05601XAC3	41765	BMW VEHICLE LEASE TRUST	01/19/2022	13,275,706.61	13,277,691.62	13,050,276.63	1.100	1.095	1.111	03/25/2025	633
05593AAC3	42927	BMW VEHICLE LEASE TRUST	02/15/2023	5,249,875.05	5,250,000.00	5,214,369.30	5.160	5.146	5.217	11/25/2025	878
09661RAD3	40530	BMW VEHICLE OWNER TRUST	07/15/2020	435,463.65	435,496.53	433,245.27	0.480	0.477	0.484	10/25/2024	482
05602RAD3	42183	BMW VEHICLE OWNER TRUST	05/18/2022	13,999,272.00	14,000,000.00	13,610,384.20	3.210	3.189	3.234	08/25/2026	1,151
14317HAC5	42084	CARMAX AUTO OWNER TRUST	04/28/2022	17,997,262.20	18,000,000.00	17,532,522.00	3.490	3.473	3.522	02/16/2027	1,326
161571HP2	40336	CHASE ISSUANCE TRUST (ABS)	02/18/2020	0.00	0.00	0.00	1.530	1.523	1.544	01/15/2025	564
12664QAB0	43117	CNH EQUIPMENT TRUST	04/25/2023	20,998,517.40	21,000,000.00	20,909,046.90	5.340	5.330	5.404	09/15/2026	1,172
14041NFW6	41242	CAPITAL ONE MULTI EXECUTION TR	07/22/2021	23,499,048.25	23,500,000.00	22,280,681.35	0.550	0.544	0.552	07/15/2026	1,110
14041NFY2	41612	CAPITAL ONE MULTI EXECUTION TR	11/30/2021	35,995,039.20	36,000,000.00	33,873,066.00	1.040	1.032	1.047	11/16/2026	1,234
14041NFZ9	41952	CAPITAL ONE MULTI EXECUTION TR	03/30/2022	18,998,567.40	19,000,000.00	18,183,703.00	2.800	2.781	2.819	03/15/2027	1,353
14043MAC5	40340	CAPITAL ONE PRIME AUTO RECEIV	02/19/2020	1,191,312.83	1,191,566.16	1,188,598.45	1.600	1.592	1.614	11/15/2024	503
14044CAC6	41476	CAPITAL ONE PRIME AUTO RECEIV	10/27/2021	13,999,735.40	14,000,000.00	13,363,450.80	0.770	0.761	0.772	09/15/2026	1,172
14043QAC6	42116	CAPITAL ONE PRIME AUTO RECEIV	05/04/2022	14,996,722.50	15,000,000.00	14,431,471.50	3.170	3.156	3.200	04/15/2027	1,384
14043KAH8	42944	CAPITAL ONE PRIME AUTO RECEIV	02/23/2023	10,747,936.00	10,750,000.00	10,633,754.88	4.870	4.860	4.928	02/15/2028	1,690
14687TAC1	41209	CARVANA AUTO RECEIVABLES TRUST	06/24/2021	8,593,423.38	8,593,913.23	8,363,111.66	0.490	0.486	0.492	03/10/2026	983
14687JAD1	41406	CARVANA AUTO RECEIVABLES TRUST	09/29/2021	0.00	0.00	0.00	0.380	0.381	0.386	01/10/2025	559
254683CP8	41402	DISCOVER CARD EXECUTION NOTE	09/27/2021	19,995,718.00	20,000,000.00	18,823,688.00	0.580	0.581	0.589	09/15/2026	1,172
254683CW3	43089	DISCOVER CARD EXECUTION NOTE	04/18/2023	48,631,438.48	49,725,000.00	48,026,950.92	3.560	4.574	4.638	07/15/2027	1,475
254683CZ6	43276	DISCOVER CARD EXECUTION NOTE	06/28/2023	29,995,947.00	30,000,000.00	29,868,327.00	4.930	4.918	4.986	06/15/2028	1,811

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CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Asset Backed Securities (ABS)											
23292GAC7	42119	DLLST LLC	05/04/2022	11,498,323.30	11,500,000.00	11,300,523.30	3.400	3.385	3.433	01/21/2025	570
345329AC0	41397	FORD CREDIT AUTO LEASE TRUST	09/24/2021	9,947,546.44	9,949,293.54	9,890,404.67	0.370	0.376	0.381	10/15/2024	472
34528LAD7	42066	FORD CREDIT AUTO LEASE TRUST	04/26/2022	29,996,376.00	30,000,000.00	29,604,078.00	3.230	3.215	3.259	05/15/2025	684
34532NAC9	40958	FORD CREDIT AUTO OWNER TRUST	02/22/2021	9,631,239.94	9,632,051.92	9,391,343.09	0.300	0.299	0.304	08/15/2025	776
345286AC2	41776	FORD CREDIT AUTO OWNER TRUST	01/24/2022	11,998,574.40	12,000,000.00	11,523,889.20	1.290	1.281	1.299	06/15/2026	1,080
36266FAC3	42152	GM FIN'CL AUTO LEASING TRUST	05/11/2022	15,998,331.20	16,000,000.00	15,715,496.00	3.420	3.404	3.451	06/20/2025	720
362585AC5	42009	GM FINANCIAL SECURITIZED	04/13/2022	11,497,596.50	11,500,000.00	11,127,518.45	3.100	3.086	3.129	02/16/2027	1,326
44891VAC5	41187	HYUNDAI AUTO LEASE SEC TRUST	06/16/2021	6,822,503.64	6,823,527.17	6,785,881.77	0.330	0.335	0.339	06/17/2024	352
44933MAC5	41387	HYUNDAI AUTO LEASE SEC TRUST	09/22/2021	17,540,349.80	17,541,937.34	17,336,410.74	0.380	0.380	0.386	09/16/2024	443
44891WAC3	41766	HYUNDAI AUTO LEASE SEC TRUST	01/19/2022	13,249,707.18	13,250,000.00	13,013,991.00	1.160	1.148	1.164	01/15/2025	564
44934LAD4	42184	HYUNDAI AUTO LEASE SEC TRUST	05/18/2022	37,996,944.80	38,000,000.00	37,337,846.20	3.350	3.332	3.378	06/16/2025	716
43813RAC1	40346	HONDA AUTO RECEIVABLES OWNER T	02/26/2020	167,302.11	167,334.91	166,970.54	1.610	1.602	1.625	04/21/2024	295
43813GAC5	40965	HONDA AUTO RECEIVABLES OWNER T	02/24/2021	4,750,689.74	4,750,776.68	4,639,132.95	0.270	0.267	0.271	04/21/2025	660
43815EAC8	41321	HONDA AUTO RECEIVABLES OWNER T	08/25/2021	15,027,788.98	15,028,008.39	14,463,583.45	0.410	0.405	0.411	11/18/2025	871
43815GAC3	41554	HONDA AUTO RECEIVABLES OWNER T	11/24/2021	13,997,048.80	14,000,000.00	13,436,686.20	0.880	0.879	0.891	01/21/2026	935
43815BAC4	41855	HONDA AUTO RECEIVABLES OWNER T	02/23/2022	22,996,540.80	23,000,000.00	21,975,961.80	1.880	1.868	1.894	05/15/2026	1,049
437927AC0	43212	HONDA AUTO RECEIVABLES OWNER T	05/30/2023	17,997,084.00	18,000,000.00	17,881,518.60	4.930	4.920	4.988	11/15/2027	1,598
44933LAC7	41111	HYUNDAI AUTO RECEIVABLES TRUST	04/28/2021	5,622,373.17	5,622,964.71	5,475,351.20	0.380	0.379	0.385	09/15/2025	807
448979AD6	43065	HYUNDAI AUTO RECEIVABLES TRUST	04/12/2023	9,999,024.00	10,000,000.00	9,844,997.00	4.580	4.565	4.629	04/15/2027	1,384
41284YAD8	42040	HARLEY-DAVIDSON MOTORCYCLE	04/20/2022	24,995,837.50	25,000,000.00	24,289,570.00	3.060	3.044	3.086	02/15/2027	1,325
41285JAD0	42945	HARLEY-DAVIDSON MOTORCYCLE	02/23/2023	12,998,690.90	13,000,000.00	12,884,957.80	5.050	5.038	5.107	12/15/2027	1,628
47787NAC3	40533	JOHN DEERE OWNER TRUST	07/22/2020	415,543.35	415,606.69	412,619.39	0.510	0.510	0.517	11/15/2024	503
47788UAC6	40991	JOHN DEERE OWNER TRUST	03/10/2021	4,378,752.18	4,379,593.94	4,251,274.03	0.360	0.363	0.369	09/15/2025	807
47789QAC4	41240	JOHN DEERE OWNER TRUST	07/21/2021	6,922,404.12	6,923,021.65	6,632,017.97	0.520	0.517	0.524	03/16/2026	989
47787JAC2	41910	JOHN DEERE OWNER TRUST	03/16/2022	9,997,788.00	10,000,000.00	9,632,112.00	2.320	2.309	2.341	09/16/2026	1,173
477920AC6	43277	JOHN DEERE OWNER TRUST	06/28/2023	13,997,664.80	14,000,000.00	13,972,520.80	5.180	5.171	5.243	03/15/2028	1,719
58769KAD6	41220	MERCEDES-BENZ AUTO LEASE TRUST	06/29/2021	9,912,078.86	9,912,827.28	9,755,330.30	0.400	0.399	0.404	11/15/2024	503
58768RAC4	43201	MERCEDES-BENZ AUTO LEASE TRUST	05/24/2023	31,998,886.40	32,000,000.00	31,526,681.60	4.740	4.723	4.789	01/15/2027	1,294
58769VAC4	40515	MERCEDES -BENZ AUTO REC TRUST	06/23/2020	685,812.99	685,866.56	679,545.13	0.550	0.546	0.554	02/18/2025	598
58772WAC7	41389	MERCEDES -BENZ AUTO REC TRUST	09/22/2021	17,392,804.97	17,395,080.25	16,725,693.21	0.460	0.459	0.466	06/15/2026	1,080
58770AAC7	42879	MERCEDES -BENZ AUTO REC TRUST	01/25/2023	13,248,410.00	13,250,000.00	13,026,162.45	4.510	4.495	4.558	11/15/2027	1,598
65480BAC1	41206	NISSAN AUTO RECEIVABLES OWNER	06/23/2021	30,166,269.06	30,166,778.88	29,280,349.20	0.330	0.326	0.331	10/15/2025	837

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CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Asset Backed Securities (ABS)											
65479QAC1	41856	NISSAN AUTO RECEIVABLES OWNER	02/23/2022	17,296,607.47	17,300,000.00	16,525,203.93	1.860	1.850	1.876	08/17/2026	1,143
65480WAD3	43130	NISSAN AUTO RECEIVABLES OWNER	04/26/2023	30,994,522.30	31,000,000.00	30,728,105.20	4.910	4.900	4.968	11/15/2027	1,598
80286DAC2	41207	SANTANDER RETAIL AUTO LEASE TR	06/23/2021	9,978,065.46	9,979,325.85	9,830,656.85	0.510	0.511	0.518	08/20/2024	416
80286CAC4	41391	SANTANDER RETAIL AUTO LEASE TR	09/22/2021	3,896,376.17	3,896,561.65	3,860,166.21	0.500	0.496	0.503	03/20/2025	628
89240BAC2	40930	TOYOTA AUTO REC OWNER TRUST	02/08/2021	6,253,767.97	6,254,928.88	6,118,238.67	0.260	0.265	0.269	05/15/2025	684
89238JAC9	41521	TOYOTA AUTO REC OWNER TRUST	11/15/2021	11,499,755.05	11,500,000.00	11,012,908.30	0.710	0.702	0.712	04/15/2026	1,019
89190GAB3	41718	TOYOTA AUTO REC OWNER TRUST	12/30/2021	0.00	0.00	0.00	0.140	0.422	0.428	01/16/2024	199
89239KAC5	41797	TOYOTA AUTO REC OWNER TRUST	01/31/2022	12,997,790.00	13,000,000.00	12,453,203.10	1.230	1.224	1.241	06/15/2026	1,080
891940AC2	42890	TOYOTA AUTO REC OWNER TRUST	01/30/2023	20,999,989.50	21,000,000.00	20,703,261.60	4.630	4.610	4.674	09/15/2027	1,537
89238EAC0	41089	TOYOTA LEASE OWNER TRUST	04/21/2021	1,692,922.08	1,693,119.67	1,687,831.72	0.390	0.392	0.397	04/22/2024	296
89239MAC1	43090	TOYOTA LEASE OWNER TRUST	04/18/2023	21,996,163.20	22,000,000.00	21,742,443.80	4.930	4.924	4.993	04/20/2026	1,024
92867WAB4	43248	VOLKSWAGEN AUTO LOAN ENHANCED	06/13/2023	17,099,168.94	17,100,000.00	17,055,401.49	5.500	5.489	5.566	12/21/2026	1,269
92868VAC3	40801	VOLKSWAGEN AUTO LEASE TRUST	12/03/2020	0.00	0.00	0.00	0.390	0.750	0.760	01/22/2024	205
92348KAL7	41780	VERIZON MASTER TRUST	01/25/2022	20,999,464.50	21,000,000.00	20,952,086.40	1.040	1.029	1.043	01/20/2027	1,299
92348KAP8	42214	VERIZON MASTER TRUST	05/25/2022	33,499,025.15	33,500,000.00	33,139,757.75	3.010	2.988	3.030	05/20/2027	1,419
92348KBL6	43120	VERIZON MASTER TRUST	04/25/2023	39,999,372.00	40,000,000.00	39,628,056.00	4.890	4.873	4.940	04/20/2028	1,755
92348AAA3	39920	VERIZON OWNER TRUST	10/08/2019	0.05	0.05	0.05	1.940	1.924	1.951	04/20/2024	294
92290BAA9	40549	VERIZON OWNER TRUST	08/12/2020	4,028,850.52	4,029,696.76	4,001,587.21	0.470	0.473	0.480	02/20/2025	600
92348CAA9	40712	VERIZON OWNER TRUST	11/02/2020	4,965,279.26	4,966,085.26	4,912,562.78	0.410	0.412	0.417	04/21/2025	660
98164EAC9	40937	WORLD OMNI AUTO REC'VBLE TRUST	02/10/2021	7,095,810.64	7,096,293.90	6,890,984.63	0.300	0.298	0.303	01/15/2026	929
98163HAB5	41392	WORLD OMNI AUTO REC'VBLE TRUST	09/22/2021	0.04	0.04	0.04	0.290	0.289	0.293	02/18/2025	598
98163NAC0	42020	WORLD OMNI AUTOMOBILE LEASE	04/13/2022	2,999,584.50	3,000,000.00	2,943,676.20	3.210	3.196	3.241	02/18/2025	598
		Subtotal and Average		**1,171,967,610.16**	**1,173,184,349.51**	**1,143,349,936.06**		**2.711**	**2.748**		**1,167**
Municipal Bonds											
13063DVM7	40577	CALIFORNIA STATE	09/09/2020	27,068,084.82	26,650,000.00	26,820,293.50	5.000	0.266	0.270	11/01/2023	123
13077DQD7	41265	CALIF STATE UNIV	07/29/2021	5,000,000.00	5,000,000.00	4,540,850.00	0.862	0.850	0.862	11/01/2025	854
419792F76	41438	HAWAII STATE	10/12/2021	24,445,000.00	24,445,000.00	24,355,531.30	0.422	0.416	0.422	08/01/2023	31
374288AB4	40910	J PAUL GETTY TRUST	01/28/2021	15,000,000.00	15,000,000.00	14,652,101.85	0.391	0.385	0.391	01/01/2024	184
54438CYH9	40736	LOS ANGELES CA CMNTY CLG DIST	11/10/2020	4,000,000.00	4,000,000.00	3,984,480.00	0.444	0.437	0.444	08/01/2023	31
79739GPD2	41668	SAN DIEGO CNTY ARPT AUTH	12/08/2021	2,495,000.00	2,495,000.00	2,294,601.60	1.341	1.322	1.340	07/01/2025	731
799408Z69	40654	SAN RAMON VALLEY UNIFIED SCD	10/20/2020	5,040,000.00	5,040,000.00	5,020,696.80	0.367	0.361	0.367	08/01/2023	31

Fund COMM - COMMINGLED POOL
Investments by Fund
June 30, 2023

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Municipal Bonds											
91412HGE7	40532	UNIVERSITY CALIFORNIA REVS	07/16/2020	5,000,000.00	5,000,000.00	4,628,950.00	0.883	0.870	0.883	05/15/2025	684
91412HJK0	40993	UNIVERSITY CALIFORNIA REVS	03/10/2021	2,500,000.00	2,500,000.00	2,389,950.00	0.367	0.361	0.366	05/15/2024	319
917542WF5	40481	UTAH ST	04/23/2020	3,000,000.00	3,000,000.00	3,000,000.00	5.000	0.828	0.840	07/01/2023	0
		Subtotal and Average		**93,548,084.82**	**93,130,000.00**	**91,687,455.05**		**0.449**	**0.456**		**186**
Commercial Paper, Discount											
16115WVJ3	43083	CHARTA LLC	04/18/2023	99,309,649.96	100,000,000.00	99,280,900.00	5.200	5.293	5.366	08/18/2023	48
16536JU39	43281	CHESHAM FINANCE	06/30/2023	74,979,207.37	75,000,000.00	74,968,350.00	5.080	5.082	5.152	07/03/2023	2
17327BVJ1	42709	CITIGROUP GLOBAL MARKETS	11/22/2022	64,531,414.90	65,000,000.00	64,526,215.00	5.290	5.531	5.608	08/18/2023	48
12619UVJ7	43085	CRC FUNDING LLC	04/18/2023	24,827,412.49	25,000,000.00	24,820,025.00	5.200	5.293	5.366	08/18/2023	48
12619UVR9	43114	CRC FUNDING LLC	04/25/2023	24,801,582.41	25,000,000.00	24,793,050.00	5.220	5.314	5.387	08/25/2023	55
12619UVR9	43127	CRC FUNDING LLC	04/26/2023	24,801,611.20	25,000,000.00	24,793,050.00	5.220	5.313	5.387	08/25/2023	55
12619UXL0	43136	CRC FUNDING LLC	04/28/2023	49,200,317.66	50,000,000.00	49,141,450.00	5.250	5.387	5.462	10/20/2023	111
46640QUH2	42698	JP MORGAN SECURITIES	11/17/2022	49,885,488.90	50,000,000.00	49,878,400.00	5.050	5.255	5.328	07/17/2023	16
46640PCK7	43269	JP MORGAN SECURITIES	06/26/2023	47,993,604.40	50,000,000.00	47,920,800.00	5.500	5.791	5.871	03/19/2024	262
19121BUD9	43031	COCA-COLA CO	04/04/2023	49,919,399.67	50,000,000.00	49,909,100.00	4.860	4.926	4.994	07/13/2023	12
19121BUJ6	43086	COCA-COLA CO	04/18/2023	49,885,055.66	50,000,000.00	49,873,800.00	4.900	4.961	5.030	07/18/2023	17
59157UU57	42802	METLIFE SHORT TERM FUND	12/21/2022	24,411,584.81	24,425,000.00	24,407,804.80	4.900	5.034	5.104	07/05/2023	4
7426M5UU6	43021	PRIVATE EXPORT FUND CORPORATIO	03/28/2023	69,743,510.21	70,000,000.00	69,720,420.00	4.900	4.982	5.051	07/28/2023	27
82124MUE8	43062	SHEFFIELD RECEIV	04/12/2023	74,861,352.52	75,000,000.00	74,849,475.00	5.150	5.219	5.291	07/14/2023	13
89233HU77	42747	TOYOTA MOTOR CREDIT CORP	12/06/2022	99,913,659.58	100,000,000.00	99,901,400.00	5.120	5.279	5.353	07/07/2023	6
89233GA55	43247	TOYOTA MOTOR CREDIT CORP	06/13/2023	48,574,308.06	50,000,000.00	48,541,550.00	5.480	5.741	5.821	01/05/2024	188
		Subtotal and Average		**877,639,159.80**	**884,425,000.00**	**877,325,789.80**		**5.270**	**5.343**		**51**
Federal Agency Discount Notes											
313384LZ0	42567	FHLB DISCOUNT	09/22/2022	49,537,401.09	50,000,000.00	49,454,537.00	4.030	4.215	4.273	09/21/2023	82
313384TH2	42954	FHLB DISCOUNT	02/27/2023	43,540,582.20	45,000,000.00	43,568,346.15	4.970	5.233	5.306	02/20/2024	234
313384JR1	43035	FHLB DISCOUNT	04/05/2023	99,657,339.88	100,000,000.00	99,678,426.00	4.700	4.836	4.903	07/27/2023	26
313384MG1	43044	FHLB DISCOUNT	04/10/2023	54,369,962.80	55,000,000.00	54,347,802.30	4.650	4.821	4.888	09/28/2023	89
313384JS9	43045	FHLB DISCOUNT	04/10/2023	44,836,559.38	45,000,000.00	44,849,272.05	4.800	4.938	5.007	07/28/2023	27
313384MQ9	43050	FHLB DISCOUNT	04/11/2023	98,719,808.16	100,000,000.00	98,697,178.00	4.740	4.921	4.989	10/06/2023	97
313384LH0	43071	FHLB DISCOUNT	04/14/2023	99,124,799.94	100,000,000.00	99,108,464.00	4.800	4.961	5.030	09/05/2023	66
31315KRK8	43039	FARMER MAC DISCOUNT NOTE	04/06/2023	48,829,926.79	50,000,000.00	48,695,472.50	4.500	4.687	4.752	01/05/2024	188

Fund COMM - COMMINGLED POOL
Investments by Fund
June 30, 2023

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
		Subtotal and Average		**538,616,380.24**	**545,000,000.00**	**538,399,498.00**		**4.844**	**4.911**		**89**
Local Agency Investment Fund											
SYS8506	8506	LOCAL AGENCY INVEST FUND	07/01/2022	43,996,500.93	43,996,500.93	43,996,500.93	3.160	3.116	3.160		1
		Subtotal and Average		**43,996,500.93**	**43,996,500.93**	**43,996,500.93**		**3.117**	**3.160**		**1**
Money Market											
SYS37590	37590	JP MORGAN US GOVT MMF	02/27/2017	319,624.05	319,624.05	319,624.05	4.970	4.901	4.970		1
SYS42588	42588	STATE STREET US	09/30/2022	211,709,820.45	211,709,820.45	211,709,820.45	5.000	4.931	5.000		1
SYS23519	23519	BLACKROCK TREASURY LIQ FUND	02/01/2008	547,663,652.80	547,663,652.80	547,663,652.80	4.970	4.901	4.970		1
		Subtotal and Average		**759,693,097.30**	**759,693,097.30**	**759,693,097.30**		**4.910**	**4.978**		**1**
Other - Floaters - Daily Reset											
06417MQ32	42785	BANK OF NOVA SCOTIA HOUSTON	12/15/2022	65,000,000.00	65,000,000.00	65,047,239.40	5.690	5.391	5.466	09/08/2023	69
		Subtotal and Average		**65,000,000.00**	**65,000,000.00**	**65,047,239.40**		**5.392**	**5.467**		**69**
Agency - Floaters - Daily Reset											
31422BR36	40614	FARMER MAC	09/25/2020	35,000,000.00	35,000,000.00	35,012,206.95	5.220	1.927	1.954	09/25/2023	86
31422B2B5	40671	FARMER MAC	10/23/2020	35,000,000.00	35,000,000.00	35,006,519.45	5.180	1.991	2.018	10/23/2023	114
3133EMGG1	40729	FFCB NOTES	11/06/2020	42,000,000.00	42,000,000.00	42,009,334.92	5.225	2.074	2.102	11/06/2023	128
3133EMJV5	40811	FFCB NOTES	12/08/2020	45,000,000.00	45,000,000.00	45,012,352.05	5.180	2.200	2.230	12/08/2023	160
3133EMXV9	41112	FFCB NOTES	04/29/2021	35,000,000.00	35,000,000.00	35,011,639.25	5.120	2.793	2.831	04/29/2024	303
3133ENGX2	41653	FFCB NOTES	12/13/2021	10,000,000.00	10,000,000.00	9,998,725.40	5.120	3.194	3.238	12/13/2023	165
3133ENJB7	41697	FFCB NOTES	12/22/2021	45,000,000.00	45,000,000.00	45,000,989.10	5.120	3.176	3.220	11/22/2023	144
3133ENJQ4	41705	FFCB NOTES	12/27/2021	20,000,000.00	20,000,000.00	20,000,219.00	5.120	3.290	3.335	12/27/2023	179
3133ENKX7	41761	FFCB NOTES	01/18/2022	27,000,000.00	27,000,000.00	26,980,247.61	5.170	4.050	4.107	01/17/2025	566
3130AKEA0	40696	FHLB NOTES	10/29/2020	50,000,000.00	50,000,000.00	50,005,780.00	5.260	3.364	3.410	10/29/2025	851
3130AKEA0	40697	FHLB NOTES	10/29/2020	10,000,000.00	10,000,000.00	10,001,156.00	5.260	3.364	3.410	10/29/2025	851
3130AQLS0	41746	FHLB NOTES	01/11/2022	30,000,000.00	30,000,000.00	29,978,658.90	5.160	4.005	4.061	01/07/2025	556
		Subtotal and Average		**384,000,000.00**	**384,000,000.00**	**384,017,828.63**		**2.847**	**2.886**		**325**
Supranationals - Green Bond											
45906M2B6	40684	INTL BANK RECON & DEVELOP	10/27/2020	25,042,510.16	25,000,000.00	25,062,900.00	5.299	2.550	2.585	06/17/2024	352
459058JE4	41545	INTL BANK RECON & DEVELOP	11/22/2021	24,665,934.39	25,000,000.00	22,817,061.00	0.375	1.018	1.032	07/28/2025	758

Fund COMM - COMMINGLED POOL
Investments by Fund
June 30, 2023

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
		Subtotal and Average		**49,708,444.55**	**50,000,000.00**	**47,879,961.00**		**1.790**	**1.815**		**553**
Supranationals											
4581X0DF2	39495	IADB	04/29/2019	17,019,007.04	17,000,000.00	16,747,978.57	2.625	2.372	2.405	01/16/2024	199
4581X0DR6	40721	IADB	11/04/2020	45,000,000.00	45,000,000.00	45,069,850.80	4.924	2.920	2.960	02/04/2025	584
459058GQ0	39367	INTL BANK RECON & DEVELOP	04/02/2019	5,005,110.91	5,000,000.00	4,895,824.25	2.500	2.315	2.347	03/19/2024	262
459058JL8	40688	INTL BANK RECON & DEVELOP	10/28/2020	2,498,686.38	2,500,000.00	2,268,680.55	0.500	0.515	0.522	10/28/2025	850
459058JL8	40689	INTL BANK RECON & DEVELOP	10/28/2020	14,992,118.25	15,000,000.00	13,612,083.30	0.500	0.515	0.522	10/28/2025	850
459058JM6	40773	INTL BANK RECON & DEVELOP	11/24/2020	12,248,248.25	12,250,000.00	12,006,781.64	0.250	0.282	0.286	11/24/2023	146
459058JS3	41153	INTL BANK RECON & DEVELOP	05/28/2021	9,952,994.50	10,000,000.00	8,931,984.30	0.650	0.822	0.834	02/10/2026	955
45906M3C3	41948	INTL BANK RECON & DEVELOP	03/29/2022	24,992,758.69	25,000,000.00	24,394,579.25	2.250	2.258	2.290	03/28/2024	271
		Subtotal and Average		**131,708,924.02**	**131,750,000.00**	**127,927,762.66**		**1.978**	**2.005**		**485**
		Total Investments and Average		**12,125,764,636.49**	**12,166,930,923.58**	**11,756,855,826.32**		**3.071**	**3.113**		**648**

Fund WK - WORKERS COMP
Investments by Fund
June 30, 2023

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Mortgage Backed Securities (MBS)											
3137F2LJ3	42115	FHLMC MULTI-FAMILY	05/03/2022	998,203.13	1,000,000.00	942,306.30	3.117	3.088	3.131	06/25/2027	1,455
3137BRQK4	42233	FHLMC MULTI-FAMILY	05/31/2022	1,965,625.00	2,000,000.00	1,867,818.40	2.624	2.994	3.036	08/25/2026	1,151
3138LGKH8	39318	FNMA MULTI-FAMILY	03/19/2019	2,953,125.00	3,000,000.00	2,939,259.27	2.470	2.794	2.833	01/01/2024	184
		Subtotal and Average		**5,916,953.13**	**6,000,000.00**	**5,749,383.97**		**2.911**	**2.951**		**719**
Federal Agency Bonds											
3133ENRZ5	41918	FFCB NOTES	03/17/2022	1,994,912.30	2,000,000.00	1,897,444.04	1.950	2.075	2.104	03/17/2025	625
3130A0F70	39114	FHLB NOTES	12/24/2018	1,503,383.33	1,500,000.00	1,487,574.83	3.375	2.778	2.817	12/08/2023	160
3135G03U5	40497	FNMA NOTES	05/07/2020	1,500,837.00	1,500,000.00	1,386,969.90	0.625	0.585	0.593	04/22/2025	661
		Subtotal and Average		**4,999,132.63**	**5,000,000.00**	**4,771,988.77**		**1.840**	**1.865**		**495**
Federal Agency Bonds - CALLABLE											
3130AJLA5	40503	FHLB NOTES	05/19/2020	3,000,000.00	3,000,000.00	2,768,339.76	0.750	0.739	0.750	05/19/2025	688
3130AJLA5	40504	FHLB NOTES	05/19/2020	2,000,000.00	2,000,000.00	1,845,559.84	0.750	0.739	0.750	05/19/2025	688
3130AKYH3	41962	FHLB NOTES	03/31/2022	1,877,185.45	2,000,000.00	1,755,995.58	0.830	2.618	2.655	02/10/2027	1,320
3134GW6E1	40718	FHLMC NOTES	11/02/2020	2,500,000.00	2,500,000.00	2,457,484.65	0.320	0.315	0.320	11/02/2023	124
		Subtotal and Average		**9,377,185.45**	**9,500,000.00**	**8,827,379.83**		**1.003**	**1.017**		**664**
US Treasury Notes											
91282CAM3	41726	U.S. TREASURY NOTES	12/30/2021	2,941,710.94	3,000,000.00	2,716,640.64	0.250	1.118	1.134	09/30/2025	822
91282CDH1	42826	U.S. TREASURY NOTES	12/28/2022	951,792.79	1,000,000.00	940,351.56	0.750	4.381	4.441	11/15/2024	503
		Subtotal and Average		**3,893,503.73**	**4,000,000.00**	**3,656,992.20**		**1.916**	**1.943**		**744**
Money Market											
SYS34789	34789	BLACKROCK TREASURY LIQ FUND	12/26/2013	4,040,927.00	4,040,927.00	4,040,927.00	4.970	4.901	4.970		1
		Subtotal and Average		**4,040,927.00**	**4,040,927.00**	**4,040,927.00**		**4.902**	**4.970**		**1**
Supranationals											
459058JL8	40695	INTL BANK RECON & DEVELOP	10/28/2020	2,498,686.38	2,500,000.00	2,268,680.55	0.500	0.515	0.522	10/28/2025	850
		Subtotal and Average		**2,498,686.38**	**2,500,000.00**	**2,268,680.55**		**0.516**	**0.523**		**850**
		Total Investments and Average		**30,726,388.32**	**31,040,927.00**	**29,315,352.32**		**2.095**	**2.124**		**585**

Fund PCF - PARK CHARTER FUND
Investments by Fund
June 30, 2023

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Federal Agency Bonds											
3133ENRZ5	41917	FFCB NOTES	03/17/2022	997,456.15	1,000,000.00	948,722.02	1.950	2.075	2.104	03/17/2025	625
		Subtotal and Average		**997,456.15**	**1,000,000.00**	**948,722.02**		**2.075**	**2.104**		**625**
Federal Agency Bonds - CALLABLE											
3130AKYH3	41961	FHLB NOTES	03/31/2022	469,296.36	500,000.00	438,998.90	0.830	2.618	2.655	02/10/2027	1,320
3134GW6E1	40717	FHLMC NOTES	11/02/2020	1,000,000.00	1,000,000.00	982,993.86	0.320	0.315	0.320	11/02/2023	124
		Subtotal and Average		**1,469,296.36**	**1,500,000.00**	**1,421,992.76**		**1.051**	**1.066**		**506**
US Treasury Notes											
91282CAM3	41727	U.S. TREASURY NOTES	12/30/2021	980,570.31	1,000,000.00	905,546.88	0.250	1.118	1.134	09/30/2025	822
91282CDH1	42825	U.S. TREASURY NOTES	12/28/2022	237,948.20	250,000.00	235,087.89	0.750	4.381	4.441	11/15/2024	503
		Subtotal and Average		**1,218,518.51**	**1,250,000.00**	**1,140,634.77**		**1.756**	**1.780**		**759**
Money Market											
SYS33657	33657	BLACKROCK TREASURY LIQ FUND	09/30/2012	829,507.76	829,507.76	829,507.76	4.970	4.901	4.970		1
		Subtotal and Average		**829,507.76**	**829,507.76**	**829,507.76**		**4.902**	**4.970**		**1**
		Total Investments and Average		**4,514,778.78**	**4,579,507.76**	**4,340,857.31**		**2.175**	**2.205**		**507**

Fund SJE - SAN JOSE- EVERGREEN
Investments by Fund
June 30, 2023

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Municipal Bonds											
246381NB9	39874	DELAWARE ST	09/23/2019	510,580.36	500,000.00	505,355.00	5.000	1.242	1.260	02/01/2024	215
419792JY3	39790	HAWAII STATE	08/30/2019	504,993.75	500,000.00	502,160.00	5.000	0.907	0.920	10/01/2023	92
57582RQU3	40039	MASSACHUSETTS ST	11/13/2019	101,243.87	100,000.00	100,596.00	5.000	1.154	1.170	11/01/2023	123
574193RL4	39807	MARYLAND ST	09/04/2019	501,621.54	500,000.00	500,630.00	5.000	1.006	1.020	08/01/2023	31
60412AQP1	39803	MINNESOTA ST	09/03/2019	501,643.61	500,000.00	500,640.00	5.000	0.957	0.970	08/01/2023	31
68609BSH1	39791	OREGON ST	08/30/2019	516,450.51	500,000.00	507,800.00	5.000	0.948	0.961	05/01/2024	305
917542UG5	40033	UTAH ST	11/12/2019	500,000.00	500,000.00	500,000.00	5.000	1.134	1.150	07/01/2023	0
93974DM70	40027	WASHINGTON ST	11/08/2019	572,133.93	550,000.00	561,341.00	5.000	1.154	1.170	08/01/2024	397
		Subtotal and Average		**3,708,667.57**	**3,650,000.00**	**3,678,522.00**		**1.055**	**1.069**		**157**
Money Market - Tax Exempt											
SYS33615	33615	Dreyfus Tax Exempt Inst	09/25/2012	0.00	0.00	0.00	3.710	3.659	3.710		1
60934N666	42335	FEDERATED TAX EXEMPT	06/29/2022	18,131,120.65	18,131,120.65	18,131,120.65	3.800	3.747	3.800		1
		Subtotal and Average		**18,131,120.65**	**18,131,120.65**	**18,131,120.65**		**3.748**	**3.800**		**1**
		Total Investments and Average		**21,839,788.22**	**21,781,120.65**	**21,809,642.65**		**3.291**	**3.336**		**27**

SANTA CLARA COUNTY INVESTMENTS
Transaction Activity Report
April 1, 2023 - June 30, 2023
Sorted by Transaction Date - Transaction Date
COMMINGLED POOL Fund

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
43027	COMM	16536JR41	CHES DISC NOTE	Purchase	04/03/2023	CHESHAM FINANCE	74,989,937.50			**-74,989,937.50**
43028	COMM	5148X1R47	LANDES DISC NOTE	Purchase	04/03/2023	LANDES	124,983,298.60			**-124,983,298.60**
43029	COMM	63873KR41	NATXNY DISC NOTE	Purchase	04/03/2023	NATIXIS NY	49,993,333.33			**-49,993,333.33**
43022	COMM	16536JR33	CHES DISC NOTE	Redemption	04/03/2023	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
40585	COMM	3133ELVQ4	FEDERAL FARM CR	Interest	04/03/2023	FFCB NOTES			71,250.00	**71,250.00**
		Totals for 04/03/2023					**249,966,569.43**	**75,000,000.00**	**71,250.00**	**-174,895,319.43**
43030	COMM	16536JR58	CHES DISC NOTE	Purchase	04/04/2023	CHESHAM FINANCE	74,989,937.50			**-74,989,937.50**
43031	COMM	19121BUD9	KOPP DISC NOTE	Purchase	04/04/2023	COCA-COLA CO	49,325,000.00			**-49,325,000.00**
43032	COMM	5148X1R54	LANDES DISC NOTE	Purchase	04/04/2023	LANDES	124,983,298.60			**-124,983,298.60**
43033	COMM	63873KR58	NATXNY DISC NOTE	Purchase	04/04/2023	NATIXIS NY	49,993,333.33			**-49,993,333.33**
43027	COMM	16536JR41	CHES DISC NOTE	Redemption	04/04/2023	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43028	COMM	5148X1R47	LANDES DISC NOTE	Redemption	04/04/2023	LANDES		125,000,000.00		**125,000,000.00**
43029	COMM	63873KR41	NATXNY DISC NOTE	Redemption	04/04/2023	NATIXIS NY		50,000,000.00		**50,000,000.00**
34292	COMM	SYS34292	MSTI 0.%	Interest	04/04/2023	MORGAN STANLEY			889.67	**889.67**
34292	COMM	SYS34292	MSTI 0.%	Purchase	04/04/2023	MORGAN STANLEY	889.67			**-889.67**
37590	COMM	SYS37590	JPM TE 0.44%	Interest	04/04/2023	JP MORGAN US			87.53	**87.53**
37590	COMM	SYS37590	JPM TE 0.44%	Purchase	04/04/2023	JP MORGAN US	87.53			**-87.53**
40461	COMM	SYS40461	DGCXX 0.%	Interest	04/04/2023	DREYFUS			908,027.46	**908,027.46**
40461	COMM	SYS40461	DGCXX 0.%	Purchase	04/04/2023	DREYFUS	908,027.46			**-908,027.46**
42588	COMM	SYS42588	OPGXX	Interest	04/04/2023	STATE STREET US			1,169,073.23	**1,169,073.23**
42588	COMM	SYS42588	OPGXX	Purchase	04/04/2023	STATE STREET US	1,169,073.23			**-1,169,073.23**
		Totals for 04/04/2023					**301,369,647.32**	**250,000,000.00**	**2,078,077.89**	**-49,291,569.43**
43034	COMM	16536JR66	CHES DISC NOTE	Purchase	04/05/2023	CHESHAM FINANCE	74,989,937.50			**-74,989,937.50**
43035	COMM	313384JR1	FHDN DISC NOTE	Purchase	04/05/2023	FHLB DISCOUNT	98,524,722.00			**-98,524,722.00**
43036	COMM	5148X1R62	LANDES DISC NOTE	Purchase	04/05/2023	LANDES	124,983,298.60			**-124,983,298.60**
43037	COMM	63873KR66	NATXNY DISC NOTE	Purchase	04/05/2023	NATIXIS NY	49,993,333.33			**-49,993,333.33**
43030	COMM	16536JR58	CHES DISC NOTE	Redemption	04/05/2023	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43032	COMM	5148X1R54	LANDES DISC NOTE	Redemption	04/05/2023	LANDES		125,000,000.00		**125,000,000.00**
43033	COMM	63873KR58	NATXNY DISC NOTE	Redemption	04/05/2023	NATIXIS NY		50,000,000.00		**50,000,000.00**
41073	COMM	58989V2C7	MET LI 0.7% MAT	Interest	04/05/2023	MET LIFE GLOBAL			35,000.00	**35,000.00**
		Totals for 04/05/2023					**348,491,291.43**	**250,000,000.00**	**35,000.00**	**-98,456,291.43**
43038	COMM	16536JRA7	CHES DISC NOTE	Purchase	04/06/2023	CHESHAM FINANCE	74,959,750.00			**-74,959,750.00**
43042	COMM	3136AMMF3	FNMAM 3.01111%	Purchase	04/06/2023	FNMA	21,169,007.52			**-21,169,007.52**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
43039	COMM	31315KRK8	FRMDN ZERO CPN	Purchase	04/06/2023	FARMER MAC	48,287,500.00			-48,287,500.00
43040	COMM	5148X1RA3	LANDES DISC NOTE	Purchase	04/06/2023	LANDES	124,933,194.45			-124,933,194.45
43041	COMM	63873KRA7	NATXNY DISC NOTE	Purchase	04/06/2023	NATIXIS NY	49,973,333.33			-49,973,333.33
43034	COMM	16536JR66	CHES DISC NOTE	Redemption	04/06/2023	CHESHAM FINANCE		75,000,000.00		75,000,000.00
43036	COMM	5148X1R62	LANDES DISC NOTE	Redemption	04/06/2023	LANDES		125,000,000.00		125,000,000.00
43037	COMM	63873KR66	NATXNY DISC NOTE	Redemption	04/06/2023	NATIXIS NY		50,000,000.00		50,000,000.00
		Totals for 04/06/2023					**319,322,785.30**	**250,000,000.00**		**-69,322,785.30**
41746	COMM	3130AQLS0	FEDERAL HOME LN	Interest	04/07/2023	FHLB NOTES			346,500.00	**346,500.00**
		Totals for 04/07/2023							**346,500.00**	**346,500.00**
43048	COMM	06051GFF1	BAC 4.% MAT	Purchase	04/10/2023	BANK OF AMERICA	24,292,225.00			-24,292,225.00
43043	COMM	16536JRB5	CHES DISC NOTE	Purchase	04/10/2023	CHESHAM FINANCE	74,989,937.50			-74,989,937.50
43044	COMM	313384MG1	FHDN DISC NOTE	Purchase	04/10/2023	FHLB DISCOUNT	53,785,187.50			-53,785,187.50
43045	COMM	313384JS9	FHDN DISC NOTE	Purchase	04/10/2023	FHLB DISCOUNT	44,346,000.00			-44,346,000.00
43046	COMM	5148X1RB1	LANDES DISC NOTE	Purchase	04/10/2023	LANDES	124,983,298.60			-124,983,298.60
43047	COMM	63873KRB5	NATXNY DISC NOTE	Purchase	04/10/2023	NATIXIS NY	49,993,333.33			-49,993,333.33
37590	COMM	SYS37590	JPM TE 0.44%	Purchase	04/10/2023	JP MORGAN US	300,000,000.00			-300,000,000.00
40461	COMM	SYS40461	DGCXX 0.%	Purchase	04/10/2023	DREYFUS	100,000,000.00			-100,000,000.00
42588	COMM	SYS42588	OPGXX	Purchase	04/10/2023	STATE STREET US	200,000,000.00			-200,000,000.00
43038	COMM	16536JRA7	CHES DISC NOTE	Redemption	04/10/2023	CHESHAM FINANCE		75,000,000.00		75,000,000.00
43040	COMM	5148X1RA3	LANDES DISC NOTE	Redemption	04/10/2023	LANDES		125,000,000.00		125,000,000.00
43041	COMM	63873KRA7	NATXNY DISC NOTE	Redemption	04/10/2023	NATIXIS NY		50,000,000.00		50,000,000.00
40445	COMM	3133ELVX9	FEDERAL FARM CR	Interest	04/10/2023	FFCB NOTES			65,625.00	65,625.00
42079	COMM	3133ENUD0	FFCB 2.64% MAT	Interest	04/10/2023	FFCB NOTES			264,000.00	264,000.00
41209	COMM	14687TAC1	CRVNA 0.49% MAT	Interest	04/10/2023	CARVANA AUTO			4,503.14	4,503.14
41209	COMM	14687TAC1	CRVNA 0.49% MAT	Redemption	04/10/2023	CARVANA AUTO		838,385.28		838,385.28
41406	COMM	14687JAD1	CRVNA 0.38% MAT	Interest	04/10/2023	CARVANA AUTO			395.27	395.27
41406	COMM	14687JAD1	CRVNA 0.38% MAT	Redemption	04/10/2023	CARVANA AUTO		547,326.33		547,326.33
		Totals for 04/10/2023					**972,389,981.93**	**251,385,711.61**	**334,523.41**	**-720,669,746.91**
43055	COMM	05966D3A8	BANS 5.32% MAT	Purchase	04/11/2023	BANCO SANTANDER	30,000,000.00			-30,000,000.00
43056	COMM	05966D2Z4	BANS 5.29% MAT	Purchase	04/11/2023	BANCO SANTANDER	40,000,000.00			-40,000,000.00
43049	COMM	16536JRC3	CHES DISC NOTE	Purchase	04/11/2023	CHESHAM FINANCE	74,989,937.50			-74,989,937.50
43050	COMM	313384MQ9	FHDN DISC NOTE	Purchase	04/11/2023	FHLB DISCOUNT	97,656,333.00			-97,656,333.00
43054	COMM	3137FEZT0	FHLMCM 3.725%	Purchase	04/11/2023	FHLMC	32,914,707.61			-32,914,707.61
43051	COMM	5148X1RC9	LANDES DISC NOTE	Purchase	04/11/2023	LANDES	124,983,298.60			-124,983,298.60
43052	COMM	63873KRC3	NATXNY DISC NOTE	Purchase	04/11/2023	NATIXIS NY	49,993,333.33			-49,993,333.33
43053	COMM	86564MX60	SUMITOMO MITSUI	Purchase	04/11/2023	SUMITOMO MITSUI	60,000,000.00			-60,000,000.00
42775	COMM	912796CT4	UNITED STATES	Redemption	04/11/2023	U S TREASURY BILL		75,000,000.00		75,000,000.00
43043	COMM	16536JRB5	CHES DISC NOTE	Redemption	04/11/2023	CHESHAM FINANCE		75,000,000.00		75,000,000.00
43046	COMM	5148X1RB1	LANDES DISC NOTE	Redemption	04/11/2023	LANDES		125,000,000.00		125,000,000.00

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
43047	COMM	63873KRB5	NATXNY DISC NOTE	Redemption	04/11/2023	NATIXIS NY		50,000,000.00		50,000,000.00
		Totals for 04/11/2023					**510,537,610.04**	**325,000,000.00**		**-185,537,610.04**
43057	COMM	16536JRD1	CHES DISC NOTE	Purchase	04/12/2023	CHESHAM FINANCE	74,989,937.50			-74,989,937.50
43058	COMM	12619URM5	CRCLLC DISC NOTE	Purchase	04/12/2023	CRC FUNDING LLC	74,909,812.50			-74,909,812.50
43063	COMM	3134GYPF3	FHLMC 4.75% MAT	Purchase	04/12/2023	FHLMC NOTES	25,000,000.00			-25,000,000.00
43064	COMM	3134GYPF3	FHLMC 4.75% MAT	Purchase	04/12/2023	FHLMC NOTES	15,000,000.00			-15,000,000.00
43065	COMM	448979AD6	HART 4.58% MAT	Purchase	04/12/2023	HYUNDAI AUTO	9,999,024.00			-9,999,024.00
43059	COMM	5148X1RD7	LANDES DISC NOTE	Purchase	04/12/2023	LANDES	124,983,298.60			-124,983,298.60
43060	COMM	60710TBK6	MIZUHO BK LTD	Purchase	04/12/2023	MIZUHO BANK	50,000,000.00			-50,000,000.00
43061	COMM	63873KRD1	NATXNY DISC NOTE	Purchase	04/12/2023	NATIXIS NY	49,993,333.33			-49,993,333.33
43062	COMM	82124MUE8	SRCPP DISC NOTE	Purchase	04/12/2023	SHEFFIELD RECEIV	74,002,187.50			-74,002,187.50
43049	COMM	16536JRC3	CHES DISC NOTE	Redemption	04/12/2023	CHESHAM FINANCE		75,000,000.00		75,000,000.00
43051	COMM	5148X1RC9	LANDES DISC NOTE	Redemption	04/12/2023	LANDES		125,000,000.00		125,000,000.00
43052	COMM	63873KRC3	NATXNY DISC NOTE	Redemption	04/12/2023	NATIXIS NY		50,000,000.00		50,000,000.00
41995	COMM	3130ARJT9	FEDERAL HOME	Interest	04/12/2023	FHLB NOTES			363,750.00	363,750.00
		Totals for 04/12/2023					**498,877,593.43**	**250,000,000.00**	**363,750.00**	**-248,513,843.43**
43066	COMM	16536JRE9	CHES DISC NOTE	Purchase	04/13/2023	CHESHAM FINANCE	74,989,937.50			-74,989,937.50
43069	COMM	3133EPFT7	FEDERAL FARM CR	Purchase	04/13/2023	FFCB NOTES	19,897,200.00			-19,897,200.00
43067	COMM	5148X1RE5	LANDES DISC NOTE	Purchase	04/13/2023	LANDES	124,983,298.60			-124,983,298.60
43068	COMM	63873KRE9	NATXNY DISC NOTE	Purchase	04/13/2023	NATIXIS NY	49,993,333.33			-49,993,333.33
41058	COMM	3133EMVP4	FEDERAL FARM CR	Redemption	04/13/2023	FFCB NOTES		35,000,000.00		35,000,000.00
43057	COMM	16536JRD1	CHES DISC NOTE	Redemption	04/13/2023	CHESHAM FINANCE		75,000,000.00		75,000,000.00
43059	COMM	5148X1RD7	LANDES DISC NOTE	Redemption	04/13/2023	LANDES		125,000,000.00		125,000,000.00
43061	COMM	63873KRD1	NATXNY DISC NOTE	Redemption	04/13/2023	NATIXIS NY		50,000,000.00		50,000,000.00
41058	COMM	3133EMVP4	FEDERAL FARM CR	Interest	04/13/2023	FFCB NOTES			21,875.00	21,875.00
42005	COMM	023135CF1	AMAZON COM INC,	Interest	04/13/2023	AMAZON			660,000.00	660,000.00
		Totals for 04/13/2023					**269,863,769.43**	**285,000,000.00**	**681,875.00**	**15,818,105.57**
43070	COMM	16536JRH2	CHES DISC NOTE	Purchase	04/14/2023	CHESHAM FINANCE	74,969,812.50			-74,969,812.50
43074	COMM	95709TAN0	EVRG 2.55% MAT	Purchase	04/14/2023	EVERGY KANSAS	19,107,916.67			-19,107,916.67
43071	COMM	313384LH0	FHDN DISC NOTE	Purchase	04/14/2023	FHLB DISCOUNT	98,080,000.00			-98,080,000.00
43072	COMM	5148X1RH8	LANDES DISC NOTE	Purchase	04/14/2023	LANDES	124,949,895.83			-124,949,895.83
43073	COMM	63873KRH2	NATXNY DISC NOTE	Purchase	04/14/2023	NATIXIS NY	49,980,000.00			-49,980,000.00
8506	COMM	SYS8506	LAIF 1.65%	Purchase	04/14/2023	LOCAL AGENCY	294,544.13			-294,544.13
43066	COMM	16536JRE9	CHES DISC NOTE	Redemption	04/14/2023	CHESHAM FINANCE		75,000,000.00		75,000,000.00
43067	COMM	5148X1RE5	LANDES DISC NOTE	Redemption	04/14/2023	LANDES		125,000,000.00		125,000,000.00
43068	COMM	63873KRE9	NATXNY DISC NOTE	Redemption	04/14/2023	NATIXIS NY		50,000,000.00		50,000,000.00
41063	COMM	3133EMVS8	FEDERAL FARM CR	Interest	04/14/2023	FFCB NOTES			138,000.00	138,000.00
8506	COMM	SYS8506	LAIF 1.65%	Interest	04/14/2023	LOCAL AGENCY			294,544.13	294,544.13
		Totals for 04/14/2023					**367,382,169.13**	**250,000,000.00**	**432,544.13**	**-116,949,625.00**

SANTA CLARA COUNTY INVESTMENTS
Transaction Activity Report
Sorted by Transaction Date - Transaction Date

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
43075	COMM	06367D5R2	BANK MONTREAL	Purchase	04/17/2023	BANK OF	60,000,000.00			**-60,000,000.00**
43076	COMM	16115WRR0	CHARTA DISC NOTE	Purchase	04/17/2023	CHARTA LLC	49,946,555.56			**-49,946,555.56**
43077	COMM	16536JRJ8	CHES DISC NOTE	Purchase	04/17/2023	CHESHAM FINANCE	74,989,937.25			**-74,989,937.25**
43082	COMM	95709TAN0	EVRG 2.55% MAT	Purchase	04/17/2023	EVERGY KANSAS	9,576,283.33			**-9,576,283.33**
43081	COMM	3133EPCW3	FEDERAL FARM CR	Purchase	04/17/2023	FFCB NOTES	24,013,935.73			**-24,013,935.73**
43080	COMM	3132XFLM8	FHLMCM 4.3% MAT	Purchase	04/17/2023	FHLMC	31,208,595.53			**-31,208,595.53**
43078	COMM	5148X1RJ4	LANDES DISC NOTE	Purchase	04/17/2023	LANDES	124,983,298.75			**-124,983,298.75**
43079	COMM	63873KRJ8	NATXNY DISC NOTE	Purchase	04/17/2023	NATIXIS NY	49,993,333.33			**-49,993,333.33**
43070	COMM	16536JRH2	CHES DISC NOTE	Redemption	04/17/2023	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43072	COMM	5148X1RH8	LANDES DISC NOTE	Redemption	04/17/2023	LANDES		125,000,000.00		**125,000,000.00**
43073	COMM	63873KRH2	NATXNY DISC NOTE	Redemption	04/17/2023	NATIXIS NY		50,000,000.00		**50,000,000.00**
41761	COMM	3133ENKX7	FFCB FLOAT MAT	Interest	04/17/2023	FFCB NOTES			316,275.00	**316,275.00**
40340	COMM	14043MAC5	COPAR 1.6% MAT	Interest	04/17/2023	CAPITAL ONE			5,022.03	**5,022.03**
40340	COMM	14043MAC5	COPAR 1.6% MAT	Redemption	04/17/2023	CAPITAL ONE		938,653.73		**938,653.73**
40515	COMM	58769VAC4	MBART 0.55% MAT	Interest	04/17/2023	MERCEDES -BENZ			537.50	**537.50**
40515	COMM	58769VAC4	MBART 0.55% MAT	Redemption	04/17/2023	MERÇEDES -BENZ		180,345.70		**180,345.70**
40533	COMM	47787NAC3	JDOT 0.51% MAT	Interest	04/17/2023	JOHN DEERE			436.58	**436.58**
40533	COMM	47787NAC3	JDOT 0.51% MAT	Redemption	04/17/2023	JOHN DEERE		212,158.32		**212,158.32**
40930	COMM	89240BAC2	TOYOTA AUTO	Interest	04/17/2023	TOYOTA AUTO REC			1,820.43	**1,820.43**
40930	COMM	89240BAC2	TOYOTA AUTO	Redemption	04/17/2023	TOYOTA AUTO REC		771,169.64		**771,169.64**
40937	COMM	98164EAC9	WOART 0.3% MAT	Interest	04/17/2023	WORLD OMNI AUTO			2,216.38	**2,216.38**
40937	COMM	98164EAC9	WOART 0.3% MAT	Redemption	04/17/2023	WORLD OMNI AUTO		629,535.49		**629,535.49**
40958	COMM	34532NAC9	FORDO 0.3% MAT	Interest	04/17/2023	FORD CREDIT AUTO			3,116.80	**3,116.80**
40958	COMM	34532NAC9	FORDO 0.3% MAT	Redemption	04/17/2023	FORD CREDIT AUTO		997,289.02		**997,289.02**
40991	COMM	47788UAC6	JDOT 0.36% MAT	Interest	04/17/2023	JOHN DEERE			1,643.62	**1,643.62**
40991	COMM	47788UAC6	JDOT 0.36% MAT	Redemption	04/17/2023	JOHN DEERE		346,422.26		**346,422.26**
41111	COMM	44933LAC7	HART 0.38% MAT	Interest	04/17/2023	HYUNDAI AUTO			2,291.50	**2,291.50**
41111	COMM	44933LAC7	HART 0.38% MAT	Redemption	04/17/2023	HYUNDAI AUTO		572,146.14		**572,146.14**
41182	COMM	89190GAC1	TAOT 0.26% MAT	Interest	04/17/2023	TOYOTA AUTO REC			5,567.67	**5,567.67**
41182	COMM	89190GAC1	TAOT 0.26% MAT	Redemption	04/17/2023	TOYOTA AUTO REC		1,752,529.20		**1,752,529.20**
41187	COMM	44891VAC5	HALST 0.33% MAT	Interest	04/17/2023	HYUNDAI AUTO			4,238.21	**4,238.21**
41187	COMM	44891VAC5	HALST 0.33% MAT	Redemption	04/17/2023	HYUNDAI AUTO		3,191,597.96		**3,191,597.96**
41206	COMM	65480BAC1	NAROT 0.33% MAT	Interest	04/17/2023	NISSAN AUTO			10,182.36	**10,182.36**
41206	COMM	65480BAC1	NAROT 0.33% MAT	Redemption	04/17/2023	NISSAN AUTO		2,443,825.80		**2,443,825.80**
41220	COMM	58769KAD6	MBALT 0.4% MAT	Interest	04/17/2023	MERCEDES-BENZ			4,486.96	**4,486.96**
41220	COMM	58769KAD6	MBALT 0.4% MAT	Redemption	04/17/2023	MERCEDES-BENZ		1,112,860.92		**1,112,860.92**
41240	COMM	47789QAC4	JDOT 0.52% MAT	Interest	04/17/2023	JOHN DEERE			3,466.66	**3,466.66**
41240	COMM	47789QAC4	JDOT 0.52% MAT	Redemption	04/17/2023	JOHN DEERE		240,952.72		**240,952.72**
41242	COMM	14041NFW6	COMET 0.55% MAT	Interest	04/17/2023	CAPITAL ONE MULTI			10,770.83	**10,770.83**
41242	COMM	14041NFW6	COMET 0.55% MAT	Redemption	04/17/2023	CAPITAL ONE MULTI		660,068.78		**660,068.78**
41387	COMM	44933MAC5	HALST 0.38% MAT	Interest	04/17/2023	HYUNDAI AUTO			7,995.84	**7,995.84**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
41387	COMM	44933MAC5	HALST 0.38% MAT	Redemption	04/17/2023	HYUNDAI AUTO		2,027,636.26		**2,027,636.26**
41389	COMM	58772WAC7	MBART 0.46% MAT	Interest	04/17/2023	MERCEDES -BENZ			7,762.49	**7,762.49**
41389	COMM	58772WAC7	MBART 0.46% MAT	Redemption	04/17/2023	MERCEDES -BENZ		548,970.05		**548,970.05**
41397	COMM	345329AC0	FORDL 0.37% MAT	Interest	04/17/2023	FORD CREDIT AUTO			5,789.85	**5,789.85**
41397	COMM	345329AC0	FORDL 0.37% MAT	Redemption	04/17/2023	FORD CREDIT AUTO		2,874,347.76		**2,874,347.76**
41402	COMM	254683CP8	DCENT 0.58% MAT	Interest	04/17/2023	DISCOVER CARD			9,666.66	**9,666.66**
41402	COMM	254683CP8	DCENT 0.58% MAT	Redemption	04/17/2023	DISCOVER CARD		534,318.37		**534,318.37**
41476	COMM	14044CAC6	COPAR 0.77% MAT	Interest	04/17/2023	CAPITAL ONE			8,983.34	**8,983.34**
41476	COMM	14044CAC6	COPAR 0.77% MAT	Redemption	04/17/2023	CAPITAL ONE		370,667.55		**370,667.55**
41521	COMM	89238JAC9	TAOT 0.71% MAT	Interest	04/17/2023	TOYOTA AUTO REC			6,804.17	**6,804.17**
41521	COMM	89238JAC9	TAOT 0.71% MAT	Redemption	04/17/2023	TOYOTA AUTO REC		339,723.07		**339,723.07**
41529	COMM	02582JJR2	AMXCA 0.9% MAT	Interest	04/17/2023	AMERICAN			24,375.00	**24,375.00**
41529	COMM	02582JJR2	AMXCA 0.9% MAT	Redemption	04/17/2023	AMERICAN		801,754.27		**801,754.27**
41612	COMM	14041NFY2	CAPITAL ONE MULTI	Interest	04/17/2023	CAPITAL ONE MULTI			31,200.01	**31,200.01**
41612	COMM	14041NFY2	CAPITAL ONE MULTI	Redemption	04/17/2023	CAPITAL ONE MULTI		886,091.60		**886,091.60**
41766	COMM	44891WAC3	HALST 1.16% MAT	Interest	04/17/2023	HYUNDAI AUTO			12,808.34	**12,808.34**
41766	COMM	44891WAC3	HALST 1.16% MAT	Redemption	04/17/2023	HYUNDAI AUTO		628,246.46		**628,246.46**
41776	COMM	345286AC2	FORDO 1.29% MAT	Interest	04/17/2023	FORD CREDIT AUTO			12,900.00	**12,900.00**
41776	COMM	345286AC2	FORDO 1.29% MAT	Redemption	04/17/2023	FORD CREDIT AUTO		331,069.75		**331,069.75**
41797	COMM	89239KAC5	TAOT 1.23% MAT	Interest	04/17/2023	TOYOTA AUTO REC			13,325.00	**13,325.00**
41797	COMM	89239KAC5	TAOT 1.23% MAT	Redemption	04/17/2023	TOYOTA AUTO REC		358,951.93		**358,951.93**
41855	COMM	43815BAC4	HAROT 1.88% MAT	Interest	04/17/2023	HONDA AUTO			36,033.34	**36,033.34**
41855	COMM	43815BAC4	HAROT 1.88% MAT	Redemption	04/17/2023	HONDA AUTO		640,780.99		**640,780.99**
41856	COMM	65479QAC1	NAROT 1.86% MAT	Interest	04/17/2023	NISSAN AUTO			26,815.00	**26,815.00**
41856	COMM	65479QAC1	NAROT 1.86% MAT	Redemption	04/17/2023	NISSAN AUTO		438,826.77		**438,826.77**
41910	COMM	47787JAC2	JDOT 2.32% MAT	Interest	04/17/2023	JOHN DEERE			19,333.33	**19,333.33**
41910	COMM	47787JAC2	JDOT 2.32% MAT	Redemption	04/17/2023	JOHN DEERE		244,635.53		**244,635.53**
41919	COMM	02589BAA8	AMXCA 2.21% MAT	Interest	04/17/2023	AMERICAN			35,912.51	**35,912.51**
41919	COMM	02589BAA8	AMXCA 2.21% MAT	Redemption	04/17/2023	AMERICAN		430,818.96		**430,818.96**
41952	COMM	14041NFZ9	COMET 2.8% MAT	Interest	04/17/2023	CAPITAL ONE MULTI			44,333.33	**44,333.33**
41952	COMM	14041NFZ9	COMET 2.8% MAT	Redemption	04/17/2023	CAPITAL ONE MULTI		412,177.49		**412,177.49**
42009	COMM	362585AC5	GMCAR 3.1% MAT	Interest	04/17/2023	GM FINANCIAL			29,708.35	**29,708.35**
42009	COMM	362585AC5	GMCAR 3.1% MAT	Redemption	04/17/2023	GM FINANCIAL		253,180.71		**253,180.71**
42020	COMM	98163NAC0	WOLS 3.21% MAT	Interest	04/17/2023	WORLD OMNI			8,025.00	**8,025.00**
42020	COMM	98163NAC0	WOLS 3.21% MAT	Redemption	04/17/2023	WORLD OMNI		127,001.82		**127,001.82**
42040	COMM	41284YAD8	HDMOT 3.06% MAT	Interest	04/17/2023	HARLEY-DAVIDSON			63,750.00	**63,750.00**
42040	COMM	41284YAD8	HDMOT 3.06% MAT	Redemption	04/17/2023	HARLEY-DAVIDSON		550,806.49		**550,806.49**
42066	COMM	34528LAD7	FORDL 3.23% MAT	Interest	04/17/2023	FORD CREDIT AUTO			80,750.01	**80,750.01**
42066	COMM	34528LAD7	FORDL 3.23% MAT	Redemption	04/17/2023	FORD CREDIT AUTO		1,173,766.18		**1,173,766.18**
42084	COMM	14317HAC5	CARMX 3.49% MAT	Interest	04/17/2023	CARMAX AUTO			52,349.99	**52,349.99**
42084	COMM	14317HAC5	CARMX 3.49% MAT	Redemption	04/17/2023	CARMAX AUTO		385,613.72		**385,613.72**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
42116	COMM	14043QAC6	COPAR 3.17% MAT	Interest	04/17/2023	CAPITAL ONE			39,625.01	**39,625.01**
42116	COMM	14043QAC6	COPAR 3.17% MAT	Redemption	04/17/2023	CAPITAL ONE		314,321.61		**314,321.61**
42182	COMM	02008JAC0	ALLYA 3.31% MAT	Interest	04/17/2023	ALLY AUTO			81,370.82	**81,370.82**
42182	COMM	02008JAC0	ALLYA 3.31% MAT	Redemption	04/17/2023	ALLY AUTO		669,978.86		**669,978.86**
42184	COMM	44934LAD4	HALST 3.35% MAT	Interest	04/17/2023	HYUNDAI AUTO			106,083.35	**106,083.35**
42184	COMM	44934LAD4	HALST 3.35% MAT	Redemption	04/17/2023	HYUNDAI AUTO		1,374,533.20		**1,374,533.20**
42202	COMM	02582JJT8	AMXCA 3.39% MAT	Interest	04/17/2023	AMERICAN			98,875.00	**98,875.00**
42202	COMM	02582JJT8	AMXCA 3.39% MAT	Redemption	04/17/2023	AMERICAN		702,474.99		**702,474.99**
42879	COMM	58770AAC7	MBART 4.51% MAT	Interest	04/17/2023	MERCEDES -BENZ			49,797.91	**49,797.91**
42879	COMM	58770AAC7	MBART 4.51% MAT	Redemption	04/17/2023	MERCEDES -BENZ		219,533.79		**219,533.79**
42890	COMM	891940AC2	TAOT 4.63% MAT	Interest	04/17/2023	TOYOTA AUTO REC			81,024.99	**81,024.99**
42890	COMM	891940AC2	TAOT 4.63% MAT	Redemption	04/17/2023	TOYOTA AUTO REC		360,882.28		**360,882.28**
42944	COMM	14043KAH8	COPAR 4.87% MAT	Interest	04/17/2023	CAPITAL ONE			43,627.08	**43,627.08**
42944	COMM	14043KAH8	COPAR 4.87% MAT	Redemption	04/17/2023	CAPITAL ONE		165,131.48		**165,131.48**
42945	COMM	41285JAD0	HDMOT 5.05% MAT	Interest	04/17/2023	HARLEY-DAVIDSON			54,708.33	**54,708.33**
42945	COMM	41285JAD0	HDMOT 5.05% MAT	Redemption	04/17/2023	HARLEY-DAVIDSON		206,538.78		**206,538.78**
		Totals for 04/17/2023					**424,711,939.48**	**282,422,336.40**	**1,465,806.58**	**-140,823,796.50**
43083	COMM	16115WVJ3	CHARTA DISC NOTE	Purchase	04/18/2023	CHARTA LLC	98,237,777.78			**-98,237,777.78**
43084	COMM	16536JRK5	CHES DISC NOTE	Purchase	04/18/2023	CHESHAM FINANCE	74,989,937.50			**-74,989,937.50**
43085	COMM	12619UVJ7	CRCLLC DISC NOTE	Purchase	04/18/2023	CRC FUNDING LLC	24,559,444.44			**-24,559,444.44**
43089	COMM	254683CW3	DCENT 3.56% MAT	Purchase	04/18/2023	DISCOVER CARD	48,646,190.23			**-48,646,190.23**
43086	COMM	19121BUJ6	KOPP DISC NOTE	Purchase	04/18/2023	COCA-COLA CO	49,380,694.44			**-49,380,694.44**
43087	COMM	5148X1RK1	LANDES DISC NOTE	Purchase	04/18/2023	LANDES	124,983,298.60			**-124,983,298.60**
43088	COMM	63873KRK5	NATXNY DISC NOTE	Purchase	04/18/2023	NATIXIS NY	49,993,333.33			**-49,993,333.33**
43090	COMM	89239MAC1	TLOT 4.93% MAT	Purchase	04/18/2023	TOYOTA LEASE	21,996,163.20			**-21,996,163.20**
43091	COMM	931142FA6	WALMART INC, SR	Purchase	04/18/2023	WALMART	9,995,600.00			**-9,995,600.00**
43077	COMM	16536JRJ8	CHES DISC NOTE	Redemption	04/18/2023	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43078	COMM	5148X1RJ4	LANDES DISC NOTE	Redemption	04/18/2023	LANDES		125,000,000.00		**125,000,000.00**
43079	COMM	63873KRJ8	NATXNY DISC NOTE	Redemption	04/18/2023	NATIXIS NY		50,000,000.00		**50,000,000.00**
41321	COMM	43815EAC8	HAROT 0.41% MAT	Interest	04/18/2023	HONDA AUTO			6,150.01	**6,150.01**
41321	COMM	43815EAC8	HAROT 0.41% MAT	Redemption	04/18/2023	HONDA AUTO		824,933.68		**824,933.68**
		Totals for 04/18/2023					**502,782,439.52**	**250,824,933.68**	**6,150.01**	**-251,951,355.83**
43092	COMM	16536JRL3	CHES DISC NOTE	Purchase	04/19/2023	CHESHAM FINANCE	74,989,937.50			**-74,989,937.50**
43093	COMM	5148X1RL9	LANDES DISC NOTE	Purchase	04/19/2023	LANDES	124,983,298.60			**-124,983,298.60**
43094	COMM	63873KRL3	NATXNY DISC NOTE	Purchase	04/19/2023	NATIXIS NY	49,993,333.33			**-49,993,333.33**
43084	COMM	16536JRK5	CHES DISC NOTE	Redemption	04/19/2023	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43087	COMM	5148X1RK1	LANDES DISC NOTE	Redemption	04/19/2023	LANDES		125,000,000.00		**125,000,000.00**
43088	COMM	63873KRK5	NATXNY DISC NOTE	Redemption	04/19/2023	NATIXIS NY		50,000,000.00		**50,000,000.00**
		Totals for 04/19/2023					**249,966,569.43**	**250,000,000.00**		**33,430.57**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
43095	COMM	16536JRM1	CHES DISC NOTE	Purchase	04/20/2023	CHESHAM FINANCE	74,989,937.50			**-74,989,937.50**
43098	COMM	3140LJKS4	FNMAM 4.54% MAT	Purchase	04/20/2023	FNMA	23,320,229.70			**-23,320,229.70**
43096	COMM	5148X1RM7	LANDES DISC NOTE	Purchase	04/20/2023	LANDES	124,983,298.60			**-124,983,298.60**
43099	COMM	571676AT2	MARS 4.55% MAT	Purchase	04/20/2023	MARS INC	19,985,800.00			**-19,985,800.00**
43097	COMM	63873KRM1	NATXNY DISC NOTE	Purchase	04/20/2023	NATIXIS NY	49,993,333.33			**-49,993,333.33**
40964	COMM	36261RAC2	GMALT 0.26% MAT	Redemption	04/20/2023	GM FIN'CL AUTO		675,265.20		**675,265.20**
43092	COMM	16536JRL3	CHES DISC NOTE	Redemption	04/20/2023	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43093	COMM	5148X1RL9	LANDES DISC NOTE	Redemption	04/20/2023	LANDES		125,000,000.00		**125,000,000.00**
43094	COMM	63873KRL3	NATXNY DISC NOTE	Redemption	04/20/2023	NATIXIS NY		50,000,000.00		**50,000,000.00**
40549	COMM	92290BAA9	VERIZON OWNER	Interest	04/20/2023	VERIZON OWNER			3,768.31	**3,768.31**
40549	COMM	92290BAA9	VERIZON OWNER	Redemption	04/20/2023	VERIZON OWNER		2,125,295.90		**2,125,295.90**
40712	COMM	92348CAA9	VZOT 0.41% MAT	Interest	04/20/2023	VERIZON OWNER			3,286.74	**3,286.74**
40712	COMM	92348CAA9	VZOT 0.41% MAT	Redemption	04/20/2023	VERIZON OWNER		1,749,445.24		**1,749,445.24**
40964	COMM	36261RAC2	GMALT 0.26% MAT	Interest	04/20/2023	GM FIN'CL AUTO			146.33	**146.33**
40964	COMM	36261RAC2	GMALT 0.26% MAT	Redemption	04/20/2023	GM FIN'CL AUTO		64,116.44		**64,116.44**
40964	COMM	36261RAC2	GMALT 0.26% MAT	Interest	04/20/2023	GM FIN'CL AUTO				**0.00**
40964	COMM	36261RAC2	GMALT 0.26% MAT	Redemption	04/20/2023	GM FIN'CL AUTO				**0.00**
41089	COMM	89238EAC0	TLOT 0.39% MAT	Interest	04/20/2023	TOYOTA LEASE			2,004.39	**2,004.39**
41089	COMM	89238EAC0	TLOT 0.39% MAT	Redemption	04/20/2023	TOYOTA LEASE		1,642,818.22		**1,642,818.22**
41207	COMM	80286DAC2	SRT 0.51% MAT	Interest	04/20/2023	SANTANDER RETAIL			5,911.97	**5,911.97**
41207	COMM	80286DAC2	SRT 0.51% MAT	Redemption	04/20/2023	SANTANDER RETAIL		1,240,059.80		**1,240,059.80**
41391	COMM	80286CAC4	SRT 0.5% MAT	Interest	04/20/2023	SANTANDER RETAIL			2,545.61	**2,545.61**
41391	COMM	80286CAC4	SRT 0.5% MAT	Redemption	04/20/2023	SANTANDER RETAIL		727,915.78		**727,915.78**
41780	COMM	92348KAL7	VZMT 1.04% MAT	Interest	04/20/2023	VERIZON MASTER			18,200.01	**18,200.01**
41780	COMM	92348KAL7	VZMT 1.04% MAT	Redemption	04/20/2023	VERIZON MASTER		499,768.36		**499,768.36**
41867	COMM	89238LAC4	TLOT 1.96% MAT	Interest	04/20/2023	TOYOTA LEASE			31,033.33	**31,033.33**
41867	COMM	89238LAC4	TLOT 1.96% MAT	Redemption	04/20/2023	TOYOTA LEASE		854,202.14		**854,202.14**
42119	COMM	23292GAC7	DLLST 3.4% MAT	Interest	04/20/2023	DLLST LLC			32,583.33	**32,583.33**
42119	COMM	23292GAC7	DLLST 3.4% MAT	Redemption	04/20/2023	DLLST LLC		506,796.05		**506,796.05**
42152	COMM	36266FAC3	GMALT 3.42% MAT	Interest	04/20/2023	GM FIN'CL AUTO			45,600.00	**45,600.00**
42152	COMM	36266FAC3	GMALT 3.42% MAT	Redemption	04/20/2023	GM FIN'CL AUTO		599,442.00		**599,442.00**
42214	COMM	92348KAP8	VZMT 3.01% MAT	Interest	04/20/2023	VERIZON MASTER			84,029.16	**84,029.16**
42214	COMM	92348KAP8	VZMT 3.01% MAT	Redemption	04/20/2023	VERIZON MASTER		690,560.69		**690,560.69**
		Totals for 04/20/2023					**293,272,599.13**	**261,375,685.82**	**229,109.18**	**-31,667,804.13**
43100	COMM	16536JRQ2	CHES DISC NOTE	Purchase	04/21/2023	CHESHAM FINANCE	74,969,812.50			**-74,969,812.50**
43101	COMM	12619URR4	CRCLLC DISC NOTE	Purchase	04/21/2023	CRC FUNDING LLC	49,973,277.78			**-49,973,277.78**
43102	COMM	12619URU7	CRCLLC DISC NOTE	Purchase	04/21/2023	CRC FUNDING LLC	49,953,236.11			**-49,953,236.11**
43105	COMM	30322KAE3	FREDM 0.88% MAT	Purchase	04/21/2023	FREDDIE MAC	26,124,789.31			**-26,124,789.31**
43103	COMM	5148X1RQ8	LANDES DISC NOTE	Purchase	04/21/2023	LANDES	124,949,895.83			**-124,949,895.83**
43104	COMM	63873KRQ2	NATXNY DISC NOTE	Purchase	04/21/2023	NATIXIS NY	49,980,000.00			**-49,980,000.00**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
43058	COMM	12619URM5	CRCLLC DISC NOTE	Redemption	04/21/2023	CRC FUNDING LLC		75,000,000.00		**75,000,000.00**
43095	COMM	16536JRM1	CHES DISC NOTE	Redemption	04/21/2023	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43096	COMM	5148X1RM7	LANDES DISC NOTE	Redemption	04/21/2023	LANDES		125,000,000.00		**125,000,000.00**
43097	COMM	63873KRM1	NATXNY DISC NOTE	Redemption	04/21/2023	NATIXIS NY		50,000,000.00		**50,000,000.00**
40657	COMM	3134GWZR0	FEDERAL HOME LN	Interest	04/21/2023	FHLMC NOTES			17,540.00	**17,540.00**
41081	COMM	64952WDT7	NEW YORK LIFE	Interest	04/21/2023	NEW YORK LIFE			37,222.00	**37,222.00**
40346	COMM	43813RAC1	HAROT 1.61% MAT	Interest	04/21/2023	HONDA AUTO			2,614.01	**2,614.01**
40346	COMM	43813RAC1	HAROT 1.61% MAT	Redemption	04/21/2023	HONDA AUTO		646,871.10		**646,871.10**
40965	COMM	43813GAC5	HAROT 0.27% MAT	Interest	04/21/2023	HONDA AUTO			1,452.19	**1,452.19**
40965	COMM	43813GAC5	HAROT 0.27% MAT	Redemption	04/21/2023	HONDA AUTO		606,642.77		**606,642.77**
41554	COMM	43815GAC3	HAROT 0.88% MAT	Interest	04/21/2023	HONDA AUTO			10,266.66	**10,266.66**
41554	COMM	43815GAC3	HAROT 0.88% MAT	Redemption	04/21/2023	HONDA AUTO		445,837.26		**445,837.26**
42950	COMM	43815JAC7	HAROT 5.04% MAT	Interest	04/21/2023	HONDA AUTO			54,600.00	**54,600.00**
42950	COMM	43815JAC7	HAROT 5.04% MAT	Redemption	04/21/2023	HONDA AUTO		243,712.68		**243,712.68**
		Totals for 04/21/2023					**375,951,011.53**	**326,943,063.81**	**123,694.86**	**-48,884,252.86**
43110	COMM	141781CA0	CARGILL INC, SR	Purchase	04/24/2023	CARGILL INC	9,980,100.00			**-9,980,100.00**
43106	COMM	16536JRR0	CHES DISC NOTE	Purchase	04/24/2023	CHESHAM FINANCE	74,989,937.50			**-74,989,937.50**
43109	COMM	126149AD5	CPC 7.25% MAT	Purchase	04/24/2023	BESTFOODS	17,482,297.52			**-17,482,297.52**
43111	COMM	459200KS9	INTERNATIONAL	Purchase	04/24/2023	IBM	16,184,162.59			**-16,184,162.59**
43107	COMM	5148X1RR6	LANDES DISC NOTE	Purchase	04/24/2023	LANDES	124,983,298.60			**-124,983,298.60**
43108	COMM	63873KRR0	NATXNY DISC NOTE	Purchase	04/24/2023	NATIXIS NY	49,993,333.33			**-49,993,333.33**
43112	COMM	637432NP6	NRUC 3.4% MAT	Purchase	04/24/2023	NATIONAL RURAL	13,193,735.75			**-13,193,735.75**
43100	COMM	16536JRQ2	CHES DISC NOTE	Redemption	04/24/2023	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43103	COMM	5148X1RQ8	LANDES DISC NOTE	Redemption	04/24/2023	LANDES		125,000,000.00		**125,000,000.00**
43104	COMM	63873KRQ2	NATXNY DISC NOTE	Redemption	04/24/2023	NATIXIS NY		50,000,000.00		**50,000,000.00**
40489	COMM	3135G03U5	FNMA 0.625% MAT	Interest	04/24/2023	FNMA NOTES			21,875.00	**21,875.00**
40671	COMM	31422B2B5	FAMCA FRN MAT	Interest	04/24/2023	FARMER MAC			413,758.33	**413,758.33**
41103	COMM	637639AB1	NSCC (DTC) 1.5%	Interest	04/24/2023	NATIONAL SECS			37,500.00	**37,500.00**
		Totals for 04/24/2023					**306,806,865.29**	**250,000,000.00**	**473,133.33**	**-56,333,731.96**
43118	COMM	141781CA0	CARGILL INC, SR	Purchase	04/25/2023	CARGILL INC	27,872,140.75			**-27,872,140.75**
43113	COMM	16536JRS8	CHES DISC NOTE	Purchase	04/25/2023	CHESHAM FINANCE	74,989,937.50			**-74,989,937.50**
43117	COMM	12664QAB0	CNH 5.34% MAT	Purchase	04/25/2023	CNH EQUIPMENT	20,998,517.40			**-20,998,517.40**
43114	COMM	12619UVR9	CRCLLC DISC NOTE	Purchase	04/25/2023	CRC FUNDING LLC	24,557,750.00			**-24,557,750.00**
43119	COMM	3133EPGW9	FEDERAL FARM CR	Purchase	04/25/2023	FFCB NOTES	39,958,000.00			**-39,958,000.00**
43121	COMM	458140CE8	INTEL 4.875% MAT	Purchase	04/25/2023	INTEL CORP	14,011,834.65			**-14,011,834.65**
43115	COMM	5148X1RS4	LANDES DISC NOTE	Purchase	04/25/2023	LANDES	124,983,298.60			**-124,983,298.60**
43116	COMM	63873KRS8	NATXNY DISC NOTE	Purchase	04/25/2023	NATIXIS NY	49,993,333.33			**-49,993,333.33**
43120	COMM	92348KBL6	VZMT 4.89% MAT	Purchase	04/25/2023	VERIZON MASTER	39,999,372.00			**-39,999,372.00**
43076	COMM	16115WRR0	CHARTA DISC NOTE	Redemption	04/25/2023	CHARTA LLC		50,000,000.00		**50,000,000.00**
43101	COMM	12619URR4	CRCLLC DISC NOTE	Redemption	04/25/2023	CRC FUNDING LLC		50,000,000.00		**50,000,000.00**

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43106	COMM	16536JRR0	CHES DISC NOTE	Redemption	04/25/2023	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43107	COMM	5148X1RR6	LANDES DISC NOTE	Redemption	04/25/2023	LANDES		125,000,000.00		**125,000,000.00**
43108	COMM	63873KRR0	NATXNY DISC NOTE	Redemption	04/25/2023	NATIXIS NY		50,000,000.00		**50,000,000.00**
38854	COMM	3137B4WB8	FHLMCM 3.06% MAT	Interest	04/25/2023	FHLMC			10,917.59	**10,917.59**
38854	COMM	3137B4WB8	FHLMCM 3.06% MAT	Redemption	04/25/2023	FHLMC		1,162,747.74		**1,162,747.74**
38864	COMM	3137B5JM6	FHLMCM 3.531%	Interest	04/25/2023	FHLMC			26,490.37	**26,490.37**
38864	COMM	3137B5JM6	FHLMCM 3.531%	Redemption	04/25/2023	FHLMC		1,765,456.30		**1,765,456.30**
38945	COMM	3137B3NA2	FHLMC REMIC	Interest	04/25/2023	FHLMC			1,855.45	**1,855.45**
38945	COMM	3137B3NA2	FHLMC REMIC	Redemption	04/25/2023	FHLMC		685,090.97		**685,090.97**
39026	COMM	3137B5KW2	FHLMCM 3.458%	Interest	04/25/2023	FHLMC			26,036.86	**26,036.86**
39026	COMM	3137B5KW2	FHLMCM 3.458%	Redemption	04/25/2023	FHLMC		1,824,733.50		**1,824,733.50**
39319	COMM	3138LGKH8	FNMAM 2.47% MAT	Interest	04/25/2023	FNMA			53,173.61	**53,173.61**
39319	COMM	3138LGKH8	FNMAM 2.47% MAT	Redemption	04/25/2023	FNMA		2,552,255.48		**2,552,255.48**
39587	COMM	3138LEYD7	FNMAM 1.97% MAT	Interest	04/25/2023	FNMA			29,586.44	**29,586.44**
39587	COMM	3138LEYD7	FNMAM 1.97% MAT	Redemption	04/25/2023	FNMA		34,107.75		**34,107.75**
39654	COMM	3137BP4J5	FNMAM 2.446% MAT	Interest	04/25/2023	FHLMC			22,923.10	**22,923.10**
39654	COMM	3137BP4J5	FNMAM 2.446% MAT	Redemption	04/25/2023	FHLMC		283,468.80		**283,468.80**
40390	COMM	3137BHCY1	FHLMCM 2.811%	Interest	04/25/2023	FHLMC			20,450.71	**20,450.71**
40390	COMM	3137BHCY1	FHLMCM 2.811%	Redemption	04/25/2023	FHLMC		15,425.82		**15,425.82**
40511	COMM	3136AXVB8	FNMAM 2.646% MAT	Interest	04/25/2023	FNMA			29,768.23	**29,768.23**
40511	COMM	3136AXVB8	FNMAM 2.646% MAT	Redemption	04/25/2023	FNMA		9,579.82		**9,579.82**
40526	COMM	3137BSP64	FHLMCM 2.34% MAT	Interest	04/25/2023	FHLMC			22,875.56	**22,875.56**
40526	COMM	3137BSP64	FHLMCM 2.34% MAT	Redemption	04/25/2023	FHLMC		235,161.60		**235,161.60**
40530	COMM	09661RAD3	BMWOT 0.48% MAT	Interest	04/25/2023	BMW VEHICLE			536.44	**536.44**
40530	COMM	09661RAD3	BMWOT 0.48% MAT	Redemption	04/25/2023	BMW VEHICLE		329,261.79		**329,261.79**
40539	COMM	3137BKGH7	FHLMCM 2.712%	Interest	04/25/2023	FHLMC			5,180.57	**5,180.57**
40539	COMM	3137BKGH7	FHLMCM 2.712%	Redemption	04/25/2023	FHLMC		119,723.79		**119,723.79**
40540	COMM	3137FUZN7	FHLMCM 0.526%	Interest	04/25/2023	FHLMC			159.42	**159.42**
40540	COMM	3137FUZN7	FHLMCM 0.526%	Redemption	04/25/2023	FHLMC		9,145.36		**9,145.36**
40541	COMM	3138L7CU8	FNMAM 2.95% MAT	Interest	04/25/2023	FNMA			47,523.13	**47,523.13**
40541	COMM	3138L7CU8	FNMAM 2.95% MAT	Redemption	04/25/2023	FNMA		40,626.68		**40,626.68**
40630	COMM	3138LJWY2	FHLMCM 2.8% MAT	Interest	04/25/2023	FHLMC			30,603.91	**30,603.91**
40630	COMM	3138LJWY2	FHLMCM 2.8% MAT	Redemption	04/25/2023	FHLMC		23,680.47		**23,680.47**
40638	COMM	3137BYLE8	FHLMCM 2.7% MAT	Interest	04/25/2023	FHLMC			14,962.50	**14,962.50**
40638	COMM	3137BYLE8	FHLMCM 2.7% MAT	Redemption	04/25/2023	FHLMC		254,283.25		**254,283.25**
40743	COMM	3136AY6S7	FNMAM FRN MAT	Interest	04/25/2023	FNMA			32,812.87	**32,812.87**
40743	COMM	3136AY6S7	FNMAM FRN MAT	Redemption	04/25/2023	FNMA		9,530.00		**9,530.00**
40784	COMM	3137F72W4	FHLMCM 0.39025%	Interest	04/25/2023	FHLMC			8,255.96	**8,255.96**
40784	COMM	3137F72W4	FHLMCM 0.39025%	Redemption	04/25/2023	FHLMC		727.22		**727.22**
40812	COMM	3132XFFH6	FHLMCM 0.77% MAT	Interest	04/25/2023	FHLMC			29,837.50	**29,837.50**
40812	COMM	3132XFFH6	FHLMCM 0.77% MAT	Redemption	04/25/2023	FHLMC		1,658,482.85		**1,658,482.85**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
40905	COMM	3138LEC33	FNMAM 2.38% MAT	Interest	04/25/2023	FNMA			19,898.11	**19,898.11**
40905	COMM	3138LEC33	FNMAM 2.38% MAT	Redemption	04/25/2023	FNMA		14,429.50		**14,429.50**
40976	COMM	3137FATE8	FHLMCM 2.982%	Interest	04/25/2023	FHLMC			74,550.00	**74,550.00**
40976	COMM	3137FATE8	FHLMCM 2.982%	Redemption	04/25/2023	FHLMC		1,920,612.33		**1,920,612.33**
40983	COMM	3137FF3W5	FHLMCM 0.602%	Interest	04/25/2023	FHLMC			1,921.57	**1,921.57**
40983	COMM	3137FF3W5	FHLMCM 0.602%	Redemption	04/25/2023	FHLMC		50,951.34		**50,951.34**
40990	COMM	05591RAC8	BMWLT 0.29% MAT	Interest	04/25/2023	BMW VEHICLE			375.05	**375.05**
40990	COMM	05591RAC8	BMWLT 0.29% MAT	Redemption	04/25/2023	BMW VEHICLE		1,164,527.06		**1,164,527.06**
41026	COMM	3137BVYN0	FHLMCM 3.035%	Interest	04/25/2023	FHLMC			9,056.63	**9,056.63**
41026	COMM	3137BVYN0	FHLMCM 3.035%	Redemption	04/25/2023	FHLMC		1,325,179.90		**1,325,179.90**
41131	COMM	3137BYLE8	FHLMCM 2.7% MAT	Interest	04/25/2023	FHLMC			11,250.00	**11,250.00**
41131	COMM	3137BYLE8	FHLMCM 2.7% MAT	Redemption	04/25/2023	FHLMC		190,098.49		**190,098.49**
41133	COMM	3137FYZG4	FHLMCM 0.861%	Interest	04/25/2023	FHLMC			5,008.63	**5,008.63**
41133	COMM	3137FYZG4	FHLMCM 0.861%	Redemption	04/25/2023	FHLMC		4,403.42		**4,403.42**
41164	COMM	3137FPJ55	FHLMCM 2.606%	Interest	04/25/2023	FHLMC			38,320.76	**38,320.76**
41164	COMM	3137FPJ55	FHLMCM 2.606%	Redemption	04/25/2023	FHLMC		17,886.34		**17,886.34**
41192	COMM	3137FBAB2	FHLMCM 3.038%	Interest	04/25/2023	FHLMC			22,385.26	**22,385.26**
41192	COMM	3137FBAB2	FHLMCM 3.038%	Redemption	04/25/2023	FHLMC		150,124.80		**150,124.80**
41222	COMM	3137H14A1	FHLMCM 0.854%	Interest	04/25/2023	FHLMC			13,495.54	**13,495.54**
41222	COMM	3137H14A1	FHLMCM 0.854%	Redemption	04/25/2023	FHLMC		58,203.83		**58,203.83**
41228	COMM	3136AUG21	FNMAM 2.49552%	Interest	04/25/2023	FNMA			39,571.66	**39,571.66**
41228	COMM	3136AUG21	FNMAM 2.49552%	Redemption	04/25/2023	FNMA		24,535.00		**24,535.00**
41319	COMM	3132XFD47	FHLMCM 2.1% MAT	Interest	04/25/2023	FHLMC			27,125.00	**27,125.00**
41319	COMM	3132XFD47	FHLMCM 2.1% MAT	Redemption	04/25/2023	FHLMC		422,631.36		**422,631.36**
41368	COMM	09690AAD5	BMWLT 0.43% MAT	Interest	04/25/2023	BMW VEHICLE			9,316.66	**9,316.66**
41368	COMM	09690AAD5	BMWLT 0.43% MAT	Redemption	04/25/2023	BMW VEHICLE		1,206,113.62		**1,206,113.62**
41491	COMM	3138LNKZ3	FNMAM 3.44% MAT	Interest	04/25/2023	FNMA			7,655.31	**7,655.31**
41491	COMM	3138LNKZ3	FNMAM 3.44% MAT	Redemption	04/25/2023	FNMA		3,543.91		**3,543.91**
41524	COMM	3133LJAN1	FHLM 1.5% MAT	Interest	04/25/2023	FHLMC SINGLE			15,825.82	**15,825.82**
41524	COMM	3133LJAN1	FHLM 1.5% MAT	Redemption	04/25/2023	FHLMC SINGLE		184,711.38		**184,711.38**
41525	COMM	3140QMQJ6	FNMAP 1.5% MAT	Interest	04/25/2023	FNMA SINGLE			14,492.65	**14,492.65**
41525	COMM	3140QMQJ6	FNMAP 1.5% MAT	Redemption	04/25/2023	FNMA SINGLE		158,498.85		**158,498.85**
41526	COMM	3140XDHF6	FNMAP 1.5% MAT	Interest	04/25/2023	FNMA SINGLE			26,222.83	**26,222.83**
41526	COMM	3140XDHF6	FNMAP 1.5% MAT	Redemption	04/25/2023	FNMA SINGLE		359,098.87		**359,098.87**
41675	COMM	3133LPUA3	FHLMC 1.5% MAT	Interest	04/25/2023	FHLMC SINGLE			23,036.17	**23,036.17**
41675	COMM	3133LPUA3	FHLMC 1.5% MAT	Redemption	04/25/2023	FHLMC SINGLE		269,399.24		**269,399.24**
41676	COMM	31418EAD2	FNMAP 1.5% MAT	Interest	04/25/2023	FNMA SINGLE			20,411.34	**20,411.34**
41676	COMM	31418EAD2	FNMAP 1.5% MAT	Redemption	04/25/2023	FNMA SINGLE		241,430.20		**241,430.20**
41765	COMM	05601XAC3	BMW VEHICLE	Interest	04/25/2023	BMW VEHICLE			14,895.84	**14,895.84**
41765	COMM	05601XAC3	BMW VEHICLE	Redemption	04/25/2023	BMW VEHICLE		1,437.83		**1,437.83**
41791	COMM	3137FQ3Y7	FHLMCM 2.19% MAT	Interest	04/25/2023	FHLMC			34,681.65	**34,681.65**

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41791	COMM	3137FQ3Y7	FHLMCM 2.19% MAT	Redemption	04/25/2023	FHLMC		60,037.31		**60,037.31**
41803	COMM	3137BEVH4	FHLMC REMIC	Interest	04/25/2023	FHLMC			34,705.70	**34,705.70**
41803	COMM	3137BEVH4	FHLMC REMIC	Redemption	04/25/2023	FHLMC		752,981.02		**752,981.02**
41854	COMM	3138LDLP6	FNMAM 2.75% MAT	Interest	04/25/2023	FNMA			25,162.30	**25,162.30**
41854	COMM	3138LDLP6	FNMAM 2.75% MAT	Redemption	04/25/2023	FNMA		16,227.31		**16,227.31**
41892	COMM	3137H6LT0	FHLMCM 1.946%	Interest	04/25/2023	FHLMC			50,817.50	**50,817.50**
41892	COMM	3137H6LT0	FHLMCM 1.946%	Redemption	04/25/2023	FHLMC		61,706.56		**61,706.56**
42039	COMM	3138LCT54	FNMAM 3.1% MAT	Interest	04/25/2023	FNMA			93,430.56	**93,430.56**
42039	COMM	3138LCT54	FNMAM 3.1% MAT	Redemption	04/25/2023	FNMA		1,167,658.16		**1,167,658.16**
42046	COMM	3137H73W1	FHLMCM 2.75% MAT	Interest	04/25/2023	FHLMC			42,376.91	**42,376.91**
42046	COMM	3137H73W1	FHLMCM 2.75% MAT	Redemption	04/25/2023	FHLMC		23,969.00		**23,969.00**
42093	COMM	3137F1G44	FHLMCM 3.243%	Interest	04/25/2023	FHLMC			94,587.50	**94,587.50**
42093	COMM	3137F1G44	FHLMCM 3.243%	Redemption	04/25/2023	FHLMC		839,049.79		**839,049.79**
42099	COMM	3137BXQY1	FHLMCM 3.224%	Interest	04/25/2023	FHLMC			107,466.68	**107,466.68**
42099	COMM	3137BXQY1	FHLMCM 3.224%	Redemption	04/25/2023	FHLMC		973,903.05		**973,903.05**
42110	COMM	3137F2LJ3	FHLMCM 3.117%	Interest	04/25/2023	FHLMC			90,912.50	**90,912.50**
42110	COMM	3137F2LJ3	FHLMCM 3.117%	Redemption	04/25/2023	FHLMC		805,528.06		**805,528.06**
42111	COMM	3138LDYK3	FNMA 2.55% MAT	Interest	04/25/2023	FNMA NOTES			85,563.68	**85,563.68**
42111	COMM	3138LDYK3	FNMA 2.55% MAT	Redemption	04/25/2023	FNMA NOTES		83,057.40		**83,057.40**
42112	COMM	3138LFUJ5	FNMAM 2.47% MAT	Interest	04/25/2023	FNMA			42,538.89	**42,538.89**
42112	COMM	3138LFUJ5	FNMAM 2.47% MAT	Redemption	04/25/2023	FNMA		532,067.03		**532,067.03**
42120	COMM	3136AK2F9	FNMAM 3.39768%	Interest	04/25/2023	FNMA			110,941.55	**110,941.55**
42120	COMM	3136AK2F9	FNMAM 3.39768%	Redemption	04/25/2023	FNMA		66,511.82		**66,511.82**
42133	COMM	3138LD5W9	FNMAM 2.625% MAT	Interest	04/25/2023	FNMA			32,812.50	**32,812.50**
42133	COMM	3138LD5W9	FNMAM 2.625% MAT	Redemption	04/25/2023	FNMA		433,563.15		**433,563.15**
42137	COMM	3138LD5W9	FNMAM 2.625% MAT	Interest	04/25/2023	FNMA			32,812.50	**32,812.50**
42137	COMM	3138LD5W9	FNMAM 2.625% MAT	Redemption	04/25/2023	FNMA		432,938.62		**432,938.62**
42150	COMM	3137F1G44	FHLMCM 3.243%	Interest	04/25/2023	FHLMC			54,050.00	**54,050.00**
42150	COMM	3137F1G44	FHLMCM 3.243%	Redemption	04/25/2023	FHLMC		474,019.82		**474,019.82**
42151	COMM	3138LEC82	FNMAM 2.57% MAT	Interest	04/25/2023	FNMA			44,261.11	**44,261.11**
42151	COMM	3138LEC82	FNMAM 2.57% MAT	Redemption	04/25/2023	FNMA		565,594.88		**565,594.88**
42183	COMM	05602RAD3	BMWOT 3.21% MAT	Interest	04/25/2023	BMW VEHICLE			37,450.00	**37,450.00**
42183	COMM	05602RAD3	BMWOT 3.21% MAT	Redemption	04/25/2023	BMW VEHICLE		348,848.48		**348,848.48**
42187	COMM	3137F4CY6	FHLMCM 2.92% MAT	Interest	04/25/2023	FHLMC			60,459.15	**60,459.15**
42187	COMM	3137F4CY6	FHLMCM 2.92% MAT	Redemption	04/25/2023	FHLMC		10,065.25		**10,065.25**
42188	COMM	3140HV6S8	FNMAM 2.19% MAT	Interest	04/25/2023	FNMA			56,575.00	**56,575.00**
42188	COMM	3140HV6S8	FNMAM 2.19% MAT	Redemption	04/25/2023	FNMA		778,380.35		**778,380.35**
42205	COMM	3137FMD25	FHLMCM 2.875%	Interest	04/25/2023	FHLMC			47,772.91	**47,772.91**
42205	COMM	3137FMD25	FHLMCM 2.875%	Redemption	04/25/2023	FHLMC		597,109.74		**597,109.74**
42234	COMM	3138LD5W9	FNMAM 2.625% MAT	Interest	04/25/2023	FNMA			17,500.00	**17,500.00**
42234	COMM	3138LD5W9	FNMAM 2.625% MAT	Redemption	04/25/2023	FNMA		233,324.70		**233,324.70**

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42757	COMM	3137FBAJ5	FHLMCM 3.281%	Interest	04/25/2023	FHLMC			29,255.59	**29,255.59**
42757	COMM	3137FBAJ5	FHLMCM 3.281%	Redemption	04/25/2023	FHLMC		228,108.67		**228,108.67**
42758	COMM	3138L5FA3	FNMAM 3.765% MAT	Interest	04/25/2023	FNMA			29,265.44	**29,265.44**
42758	COMM	3138L5FA3	FNMAM 3.765% MAT	Redemption	04/25/2023	FNMA		14,256.37		**14,256.37**
42764	COMM	3137BYLD0	FHLMCM 3.288%	Interest	04/25/2023	FHLMC			54,800.00	**54,800.00**
42764	COMM	3137BYLD0	FHLMCM 3.288%	Redemption	04/25/2023	FHLMC		472,577.88		**472,577.88**
42786	COMM	3137F4X23	FHLMCM 3.6% MAT	Interest	04/25/2023	FHLMC			21,900.00	**21,900.00**
42786	COMM	3137F4X23	FHLMCM 3.6% MAT	Redemption	04/25/2023	FHLMC		322,028.98		**322,028.98**
42878	COMM	3138LCT54	FNMAM 3.1% MAT	Interest	04/25/2023	FNMA			26,694.44	**26,694.44**
42878	COMM	3138LCT54	FNMAM 3.1% MAT	Redemption	04/25/2023	FNMA		322,575.54		**322,575.54**
42910	COMM	3138LECC3	FNMA 2.42% MAT	Interest	04/25/2023	FNMA NOTES			83,355.56	**83,355.56**
42910	COMM	3138LECC3	FNMA 2.42% MAT	Redemption	04/25/2023	FNMA NOTES		1,098,673.72		**1,098,673.72**
42927	COMM	05593AAC3	BMWLT 5.16% MAT	Interest	04/25/2023	BMW VEHICLE			22,575.00	**22,575.00**
42927	COMM	05593AAC3	BMWLT 5.16% MAT	Redemption	04/25/2023	BMW VEHICLE		155,084.01		**155,084.01**
42931	COMM	3132CW3F9	FHLMC 2.% MAT	Interest	04/25/2023	FHLMC NOTES			62,901.54	**62,901.54**
42931	COMM	3132CW3F9	FHLMC 2.% MAT	Redemption	04/25/2023	FHLMC NOTES		1,029,289.38		**1,029,289.38**
42949	COMM	3132XGQ74	FHLMCM 3.7% MAT	Interest	04/25/2023	FHLMC			143,375.00	**143,375.00**
42949	COMM	3132XGQ74	FHLMCM 3.7% MAT	Redemption	04/25/2023	FHLMC		735,169.16		**735,169.16**
		Totals for 04/25/2023					**417,364,184.23**	**382,415,611.67**	**2,479,766.21**	**-32,468,806.35**
43125	COMM	06406RBQ9	BNY 4.947% MAT	Purchase	04/26/2023	BANK OF NEW	15,000,000.00			**-15,000,000.00**
43128	COMM	14913R2K2	CAT 0.9% MAT	Purchase	04/26/2023	CATERPILLAR	27,312,600.00			**-27,312,600.00**
43122	COMM	16536JRT6	CHES DISC NOTE	Purchase	04/26/2023	CHESHAM FINANCE	74,989,937.50			**-74,989,937.50**
43126	COMM	126149AD5	CPC 7.25% MAT	Purchase	04/26/2023	BESTFOODS	5,023,853.75			**-5,023,853.75**
43127	COMM	12619UVR9	CRCLLC DISC NOTE	Purchase	04/26/2023	CRC FUNDING LLC	24,561,375.00			**-24,561,375.00**
43129	COMM	458140CE8	INTEL 4.875% MAT	Purchase	04/26/2023	INTEL CORP	10,258,316.67			**-10,258,316.67**
43123	COMM	5148X1RT2	LANDES DISC NOTE	Purchase	04/26/2023	LANDES	124,983,298.60			**-124,983,298.60**
43130	COMM	65480WAD3	NAROT 4.91% MAT	Purchase	04/26/2023	NISSAN AUTO	30,994,522.30			**-30,994,522.30**
43124	COMM	63873KRT6	NATXNY DISC NOTE	Purchase	04/26/2023	NATIXIS NY	49,993,333.33			**-49,993,333.33**
43113	COMM	16536JRS8	CHES DISC NOTE	Redemption	04/26/2023	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43115	COMM	5148X1RS4	LANDES DISC NOTE	Redemption	04/26/2023	LANDES		125,000,000.00		**125,000,000.00**
43116	COMM	63873KRS8	NATXNY DISC NOTE	Redemption	04/26/2023	NATIXIS NY		50,000,000.00		**50,000,000.00**
41104	COMM	64952WEB5	NYL 0.55% MAT	Interest	04/26/2023	NEW YORK LIFE			82,500.00	**82,500.00**
		Totals for 04/26/2023					**363,117,237.15**	**250,000,000.00**	**82,500.00**	**-113,034,737.15**
43131	COMM	16536JRU3	CHES DISC NOTE	Purchase	04/27/2023	CHESHAM FINANCE	74,989,937.50			**-74,989,937.50**
43134	COMM	24422EWR6	DEERE JOHN	Purchase	04/27/2023	JOHN DEERE	19,740,765.44			**-19,740,765.44**
43132	COMM	5148X1RU9	LANDES DISC NOTE	Purchase	04/27/2023	LANDES	124,983,298.60			**-124,983,298.60**
43133	COMM	63873KRU3	NATXNY DISC NOTE	Purchase	04/27/2023	NATIXIS NY	49,993,333.33			**-49,993,333.33**
43122	COMM	16536JRT6	CHES DISC NOTE	Redemption	04/27/2023	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43123	COMM	5148X1RT2	LANDES DISC NOTE	Redemption	04/27/2023	LANDES		125,000,000.00		**125,000,000.00**
43124	COMM	63873KRT6	NATXNY DISC NOTE	Redemption	04/27/2023	NATIXIS NY		50,000,000.00		**50,000,000.00**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
40749	COMM	3136G45C3	FEDERAL NATL MTG	Interest	04/27/2023	FNMA NOTES			27,000.00	**27,000.00**
42038	COMM	3134GW5R3	FEDERAL HOME LN	Interest	04/27/2023	FHLMC NOTES			120,250.00	**120,250.00**
42071	COMM	3134GW5R3	FEDERAL HOME LN	Interest	04/27/2023	FHLMC NOTES			52,000.00	**52,000.00**
		Totals for 04/27/2023					**269,707,334.87**	**250,000,000.00**	**199,250.00**	**-19,508,084.87**
43135	COMM	16536JS16	CHES DISC NOTE	Purchase	04/28/2023	CHESHAM FINANCE	74,969,812.50			**-74,969,812.50**
43136	COMM	12619UXL0	CRCLLC DISC NOTE	Purchase	04/28/2023	CRC FUNDING LLC	48,723,958.33			**-48,723,958.33**
43138	COMM	3130AVSU7	FEDERAL HOME	Purchase	04/28/2023	FHLB NOTES	25,000,000.00			**-25,000,000.00**
43137	COMM	5148X1S12	LANDES DISC NOTE	Purchase	04/28/2023	LANDES	124,949,895.83			**-124,949,895.83**
41117	COMM	74274TAH3	PEFCO 0.3% MAT	Redemption	04/28/2023	PRIVATE EXPORT		35,000,000.00		**35,000,000.00**
43102	COMM	12619URU7	CRCLLC DISC NOTE	Redemption	04/28/2023	CRC FUNDING LLC		50,000,000.00		**50,000,000.00**
43131	COMM	16536JRU3	CHES DISC NOTE	Redemption	04/28/2023	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43132	COMM	5148X1RU9	LANDES DISC NOTE	Redemption	04/28/2023	LANDES		125,000,000.00		**125,000,000.00**
43133	COMM	63873KRU3	NATXNY DISC NOTE	Redemption	04/28/2023	NATIXIS NY		50,000,000.00		**50,000,000.00**
41110	COMM	3130ALZ31	FEDERAL HOME	Interest	04/28/2023	FHLB NOTES			109,375.00	**109,375.00**
41117	COMM	74274TAH3	PEFCO 0.3% MAT	Interest	04/28/2023	PRIVATE EXPORT			52,500.00	**52,500.00**
42077	COMM	3130ARN23	FEDERAL HOME	Interest	04/28/2023	FHLB NOTES			400,000.00	**400,000.00**
42098	COMM	3134GW6C5	FEDERAL HOME LN	Interest	04/28/2023	FHLMC NOTES			80,000.00	**80,000.00**
		Totals for 04/28/2023					**273,643,666.66**	**335,000,000.00**	**641,875.00**	**61,998,208.34**
43139	COMM	16536JS24	CHES DISC NOTE	Purchase	05/01/2023	CHESHAM FINANCE	74,989,937.50			**-74,989,937.50**
43140	COMM	5148X1S20	LANDES DISC NOTE	Purchase	05/01/2023	LANDES	124,983,298.60			**-124,983,298.60**
43141	COMM	63873KS24	NATXNY DISC NOTE	Purchase	05/01/2023	NATIXIS NY	49,993,333.33			**-49,993,333.33**
40477	COMM	90327QD48	USAA CAP CORP	Redemption	05/01/2023	USAA CAPITAL		2,500,000.00		**2,500,000.00**
43135	COMM	16536JS16	CHES DISC NOTE	Redemption	05/01/2023	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43137	COMM	5148X1S12	LANDES DISC NOTE	Redemption	05/01/2023	LANDES		125,000,000.00		**125,000,000.00**
40477	COMM	90327QD48	USAA CAP CORP	Interest	05/01/2023	USAA CAPITAL			18,750.00	**18,750.00**
40577	COMM	13063DVM7	CALIFORNIA ST,	Interest	05/01/2023	CALIFORNIA STATE			666,250.00	**666,250.00**
40688	COMM	459058JL8	IBRD 0.5% MAT	Interest	05/01/2023	INTL BANK RECON &			6,250.00	**6,250.00**
40689	COMM	459058JL8	IBRD 0.5% MAT	Interest	05/01/2023	INTL BANK RECON &			37,500.00	**37,500.00**
40696	COMM	3130AKEA0	FHLB FLOAT MAT	Interest	05/01/2023	FHLB NOTES			605,180.55	**605,180.55**
40697	COMM	3130AKEA0	FHLB FLOAT MAT	Interest	05/01/2023	FHLB NOTES			121,036.11	**121,036.11**
41112	COMM	3133EMXV9	FFCB FLOAT MAT	Interest	05/01/2023	FFCB NOTES			411,415.28	**411,415.28**
41113	COMM	3130AM4N9	FEDERAL HOME	Interest	05/01/2023	FHLB NOTES			75,000.00	**75,000.00**
41265	COMM	13077DQD7	CALSTA 0.862% MAT	Interest	05/01/2023	CALIF STATE UNIV			21,550.00	**21,550.00**
41483	COMM	64952WEJ8	NYL 0.9% MAT	Interest	05/01/2023	NEW YORK LIFE			112,500.00	**112,500.00**
41659	COMM	91282CAT8	UNITED STATES	Interest	05/01/2023	U.S. TREASURY			50,000.00	**50,000.00**
42089	COMM	3130ARPR6	FEDERAL HOME	Interest	05/01/2023	FHLB NOTES			542,500.00	**542,500.00**
42090	COMM	3130ARQ87	FEDERAL HOME	Interest	05/01/2023	FHLB NOTES			225,000.00	**225,000.00**
42091	COMM	3130ARQ87	FEDERAL HOME	Interest	05/01/2023	FHLB NOTES			375,000.00	**375,000.00**
42092	COMM	3130ARQ87	FEDERAL HOME	Interest	05/01/2023	FHLB NOTES			375,000.00	**375,000.00**
42219	COMM	90327QD89	USAA CAP CORP,	Interest	05/01/2023	USAA CAPITAL			253,125.00	**253,125.00**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
42653	COMM	31422XN40	FEDERAL AGRIC	Interest	05/01/2023	FARMER MAC			631,250.00	**631,250.00**
		Totals for 05/01/2023					**249,966,569.43**	**202,500,000.00**	**4,527,306.94**	**-42,939,262.49**
43142	COMM	16536JS32	CHES DISC NOTE	Purchase	05/02/2023	CHESHAM FINANCE	74,989,937.50			**-74,989,937.50**
43145	COMM	3140LJJN7	FNMAM 4.385% MAT	Purchase	05/02/2023	FNMA	30,634,903.96			**-30,634,903.96**
43143	COMM	5148X1S38	LANDES DISC NOTE	Purchase	05/02/2023	LANDES	124,983,298.60			**-124,983,298.60**
43144	COMM	63873KS32	NATXNY DISC NOTE	Purchase	05/02/2023	NATIXIS NY	49,993,333.33			**-49,993,333.33**
43139	COMM	16536JS24	CHES DISC NOTE	Redemption	05/02/2023	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43140	COMM	5148X1S20	LANDES DISC NOTE	Redemption	05/02/2023	LANDES		125,000,000.00		**125,000,000.00**
43141	COMM	63873KS24	NATXNY DISC NOTE	Redemption	05/02/2023	NATIXIS NY		50,000,000.00		**50,000,000.00**
40706	COMM	3134GW6E1	FEDERAL HOME LN	Interest	05/02/2023	FHLMC NOTES			96,000.00	**96,000.00**
40707	COMM	3134GW6E1	FEDERAL HOME LN	Interest	05/02/2023	FHLMC NOTES			8,000.00	**8,000.00**
34292	COMM	SYS34292	MSTI 0.%	Interest	05/02/2023	MORGAN STANLEY			928.58	**928.58**
34292	COMM	SYS34292	MSTI 0.%	Purchase	05/02/2023	MORGAN STANLEY	928.58			**-928.58**
37590	COMM	SYS37590	JPM TE 0.44%	Interest	05/02/2023	JP MORGAN US			811,783.33	**811,783.33**
37590	COMM	SYS37590	JPM TE 0.44%	Purchase	05/02/2023	JP MORGAN US	811,783.33			**-811,783.33**
40461	COMM	SYS40461	DGCXX 0.%	Interest	05/02/2023	DREYFUS			1,840,702.34	**1,840,702.34**
40461	COMM	SYS40461	DGCXX 0.%	Purchase	05/02/2023	DREYFUS	1,840,702.34			**-1,840,702.34**
42588	COMM	SYS42588	OPGXX	Interest	05/02/2023	STATE STREET US			1,734,584.40	**1,734,584.40**
42588	COMM	SYS42588	OPGXX	Purchase	05/02/2023	STATE STREET US	1,734,584.40			**-1,734,584.40**
		Totals for 05/02/2023					**284,989,472.04**	**250,000,000.00**	**4,491,998.65**	**-30,497,473.39**
43146	COMM	16536JS40	CHES DISC NOTE	Purchase	05/03/2023	CHESHAM FINANCE	74,989,937.50			**-74,989,937.50**
43147	COMM	5148X1S46	LANDES DISC NOTE	Purchase	05/03/2023	LANDES	124,983,298.60			**-124,983,298.60**
43148	COMM	63873KS40	NATXNY DISC NOTE	Purchase	05/03/2023	NATIXIS NY	49,993,333.33			**-49,993,333.33**
43142	COMM	16536JS32	CHES DISC NOTE	Redemption	05/03/2023	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43143	COMM	5148X1S38	LANDES DISC NOTE	Redemption	05/03/2023	LANDES		125,000,000.00		**125,000,000.00**
43144	COMM	63873KS32	NATXNY DISC NOTE	Redemption	05/03/2023	NATIXIS NY		50,000,000.00		**50,000,000.00**
41999	COMM	742718ER6	PROCTER &	Interest	05/03/2023	PROCTER &			132,851.25	**132,851.25**
		Totals for 05/03/2023					**249,966,569.43**	**250,000,000.00**	**132,851.25**	**166,281.82**
43149	COMM	16536JS57	CHES DISC NOTE	Purchase	05/04/2023	CHESHAM FINANCE	74,989,416.66			**-74,989,416.66**
43150	COMM	5148X1S53	LANDES DISC NOTE	Purchase	05/04/2023	LANDES	124,982,430.55			**-124,982,430.55**
43151	COMM	63873KS57	NATXNY DISC NOTE	Purchase	05/04/2023	NATIXIS NY	49,992,986.11			**-49,992,986.11**
43146	COMM	16536JS40	CHES DISC NOTE	Redemption	05/04/2023	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43147	COMM	5148X1S46	LANDES DISC NOTE	Redemption	05/04/2023	LANDES		125,000,000.00		**125,000,000.00**
43148	COMM	63873KS40	NATXNY DISC NOTE	Redemption	05/04/2023	NATIXIS NY		50,000,000.00		**50,000,000.00**
40721	COMM	4581X0DR6	IADB FRN MAT	Interest	05/04/2023	IADB			535,500.00	**535,500.00**
		Totals for 05/04/2023					**249,964,833.32**	**250,000,000.00**	**535,500.00**	**570,666.68**
43152	COMM	16536JS81	CHES DISC NOTE	Purchase	05/05/2023	CHESHAM FINANCE	74,968,250.00			**-74,968,250.00**
43155	COMM	3130AVVH2	FEDERAL HOME	Purchase	05/05/2023	FHLB NOTES	25,000,000.00			**-25,000,000.00**
43153	COMM	5148X1S87	LANDES DISC NOTE	Purchase	05/05/2023	LANDES	124,947,291.67			**-124,947,291.67**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
43154	COMM	63873KS81	NATXNY DISC NOTE	Purchase	05/05/2023	NATIXIS NY	49,978,958.33			-49,978,958.33
43149	COMM	16536JS57	CHES DISC NOTE	Redemption	05/05/2023	CHESHAM FINANCE		75,000,000.00		75,000,000.00
43150	COMM	5148X1S53	LANDES DISC NOTE	Redemption	05/05/2023	LANDES		125,000,000.00		125,000,000.00
43151	COMM	63873KS57	NATXNY DISC NOTE	Redemption	05/05/2023	NATIXIS NY		50,000,000.00		50,000,000.00
		Totals for 05/05/2023					**274,894,500.00**	**250,000,000.00**		-24,894,500.00
43156	COMM	16536JS99	CHES DISC NOTE	Purchase	05/08/2023	CHESHAM FINANCE	74,989,416.66			-74,989,416.66
43157	COMM	5148X1S95	LANDES DISC NOTE	Purchase	05/08/2023	LANDES	124,982,430.55			-124,982,430.55
43158	COMM	63873KS99	NATXNY DISC NOTE	Purchase	05/08/2023	NATIXIS NY	49,992,986.11			-49,992,986.11
43152	COMM	16536JS81	CHES DISC NOTE	Redemption	05/08/2023	CHESHAM FINANCE		75,000,000.00		75,000,000.00
43153	COMM	5148X1S87	LANDES DISC NOTE	Redemption	05/08/2023	LANDES		125,000,000.00		125,000,000.00
43154	COMM	63873KS81	NATXNY DISC NOTE	Redemption	05/08/2023	NATIXIS NY		50,000,000.00		50,000,000.00
40729	COMM	3133EMGG1	FFCB FRN MAT	Interest	05/08/2023	FFCB NOTES			499,665.84	499,665.84
41005	COMM	3135G06G3	FEDERAL NATL MTG	Interest	05/08/2023	FNMA NOTES			25,000.00	25,000.00
		Totals for 05/08/2023					**249,964,833.32**	**250,000,000.00**	**524,665.84**	559,832.52
43159	COMM	16536JSA6	CHES DISC NOTE	Purchase	05/09/2023	CHESHAM FINANCE	74,989,416.66			-74,989,416.66
43162	COMM	3140LHFC9	FNMAM 3.53% MAT	Purchase	05/09/2023	FNMA	24,457,111.11			-24,457,111.11
43160	COMM	5148X1SA2	LANDES DISC NOTE	Purchase	05/09/2023	LANDES	124,982,430.55			-124,982,430.55
43161	COMM	63873KSA6	NATXNY DISC NOTE	Purchase	05/09/2023	NATIXIS NY	49,992,986.11			-49,992,986.11
43156	COMM	16536JS99	CHES DISC NOTE	Redemption	05/09/2023	CHESHAM FINANCE		75,000,000.00		75,000,000.00
43157	COMM	5148X1S95	LANDES DISC NOTE	Redemption	05/09/2023	LANDES		125,000,000.00		125,000,000.00
43158	COMM	63873KS99	NATXNY DISC NOTE	Redemption	05/09/2023	NATIXIS NY		50,000,000.00		50,000,000.00
37590	COMM	SYS37590	JPM TE 0.44%	Redemption	05/09/2023	JP MORGAN US		300,835,045.93		300,835,045.93
42588	COMM	SYS42588	OPGXX	Redemption	05/09/2023	STATE STREET US		100,000,000.00		100,000,000.00
		Totals for 05/09/2023					**274,421,944.43**	**650,835,045.93**		376,413,101.50
43166	COMM	037833ET3	APPLE INC, SR NT	Purchase	05/10/2023	APPLE INC	39,922,800.00			-39,922,800.00
43163	COMM	16536JSB4	CHES DISC NOTE	Purchase	05/10/2023	CHESHAM FINANCE	74,989,416.66			-74,989,416.66
43164	COMM	5148X1SB0	LANDES DISC NOTE	Purchase	05/10/2023	LANDES	124,982,430.55			-124,982,430.55
43165	COMM	63873KSB4	NATXNY DISC NOTE	Purchase	05/10/2023	NATIXIS NY	49,992,986.11			-49,992,986.11
43159	COMM	16536JSA6	CHES DISC NOTE	Redemption	05/10/2023	CHESHAM FINANCE		75,000,000.00		75,000,000.00
43160	COMM	5148X1SA2	LANDES DISC NOTE	Redemption	05/10/2023	LANDES		125,000,000.00		125,000,000.00
43161	COMM	63873KSA6	NATXNY DISC NOTE	Redemption	05/10/2023	NATIXIS NY		50,000,000.00		50,000,000.00
42143	COMM	3130ARUR0	FEDERAL HOME	Interest	05/10/2023	FHLB NOTES			400,000.00	400,000.00
42144	COMM	3130ARUR0	FEDERAL HOME	Interest	05/10/2023	FHLB NOTES			67,200.00	67,200.00
41209	COMM	14687TAC1	CRVNA 0.49% MAT	Interest	05/10/2023	CARVANA AUTO			4,160.79	4,160.79
41209	COMM	14687TAC1	CRVNA 0.49% MAT	Redemption	05/10/2023	CARVANA AUTO		790,713.51		790,713.51
41406	COMM	14687JAD1	CRVNA 0.38% MAT	Interest	05/10/2023	CARVANA AUTO			221.95	221.95
41406	COMM	14687JAD1	CRVNA 0.38% MAT	Redemption	05/10/2023	CARVANA AUTO		512,981.05		512,981.05
		Totals for 05/10/2023					**289,887,633.32**	**251,303,694.56**	**471,582.74**	-38,112,356.02

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
43167	COMM	16536JSC2	CHES DISC NOTE	Purchase	05/11/2023	CHESHAM FINANCE	74,989,416.66			**-74,989,416.66**
43168	COMM	5148X1SC8	LANDES DISC NOTE	Purchase	05/11/2023	LANDES	124,982,430.55			**-124,982,430.55**
43169	COMM	63873KSC2	NATXNY DISC NOTE	Purchase	05/11/2023	NATIXIS NY	49,992,986.11			**-49,992,986.11**
40499	COMM	037833DV9	APPLE INC, SR NT	Redemption	05/11/2023	APPLE INC		7,000,000.00		**7,000,000.00**
40500	COMM	166764BV1	CHEVRON CORP	Redemption	05/11/2023	CHEVRON CORP.		5,000,000.00		**5,000,000.00**
40674	COMM	166764BV1	CHEVRON CORP	Redemption	05/11/2023	CHEVRON CORP.		31,370,000.00		**31,370,000.00**
43163	COMM	16536JSB4	CHES DISC NOTE	Redemption	05/11/2023	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43164	COMM	5148X1SB0	LANDES DISC NOTE	Redemption	05/11/2023	LANDES		125,000,000.00		**125,000,000.00**
43165	COMM	63873KSB4	NATXNY DISC NOTE	Redemption	05/11/2023	NATIXIS NY		50,000,000.00		**50,000,000.00**
40165	COMM	037833CU2	APPLE INC, SR GLBL	Interest	05/11/2023	APPLE INC			142,500.00	**142,500.00**
40499	COMM	037833DV9	APPLE INC, SR NT	Interest	05/11/2023	APPLE INC			26,250.00	**26,250.00**
40500	COMM	166764BV1	CHEVRON CORP	Interest	05/11/2023	CHEVRON CORP.			28,525.00	**28,525.00**
40674	COMM	166764BV1	CHEVRON CORP	Interest	05/11/2023	CHEVRON CORP.			178,965.85	**178,965.85**
		Totals for 05/11/2023					**249,964,833.32**	**293,370,000.00**	**376,240.85**	**43,781,407.53**
43170	COMM	16536JSF5	CHES DISC NOTE	Purchase	05/12/2023	CHESHAM FINANCE	74,968,250.00			**-74,968,250.00**
43171	COMM	5148X1SF1	LANDES DISC NOTE	Purchase	05/12/2023	LANDES	124,947,291.67			**-124,947,291.67**
43172	COMM	63873KSF5	NATXNY DISC NOTE	Purchase	05/12/2023	NATIXIS NY	49,978,958.33			**-49,978,958.33**
43167	COMM	16536JSC2	CHES DISC NOTE	Redemption	05/12/2023	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43168	COMM	5148X1SC8	LANDES DISC NOTE	Redemption	05/12/2023	LANDES		125,000,000.00		**125,000,000.00**
43169	COMM	63873KSC2	NATXNY DISC NOTE	Redemption	05/12/2023	NATIXIS NY		50,000,000.00		**50,000,000.00**
41175	COMM	023135BW5	AMZN 0.45% MAT	Interest	05/12/2023	AMAZON			56,250.00	**56,250.00**
		Totals for 05/12/2023					**249,894,500.00**	**250,000,000.00**	**56,250.00**	**161,750.00**
43176	COMM	14913UAA8	CAT 4.35% MAT	Purchase	05/15/2023	CATERPILLAR	44,978,850.00			**-44,978,850.00**
43173	COMM	16536JSG3	CHES DISC NOTE	Purchase	05/15/2023	CHESHAM FINANCE	74,989,416.75			**-74,989,416.75**
43174	COMM	5148X1SG9	LANDES DISC NOTE	Purchase	05/15/2023	LANDES	124,982,430.00			**-124,982,430.00**
43175	COMM	63873KSG3	NATXNY DISC NOTE	Purchase	05/15/2023	NATIXIS NY	49,992,986.11			**-49,992,986.11**
39321	COMM	91412HEX7	UNIVCA 2.657% MAT	Redemption	05/15/2023	UNIVERSITY		1,000,000.00		**1,000,000.00**
39565	COMM	3133EKLA2	FEDERAL FARM CR	Redemption	05/15/2023	FFCB NOTES		9,590,000.00		**9,590,000.00**
43170	COMM	16536JSF5	CHES DISC NOTE	Redemption	05/15/2023	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43171	COMM	5148X1SF1	LANDES DISC NOTE	Redemption	05/15/2023	LANDES		125,000,000.00		**125,000,000.00**
43172	COMM	63873KSF5	NATXNY DISC NOTE	Redemption	05/15/2023	NATIXIS NY		50,000,000.00		**50,000,000.00**
39321	COMM	91412HEX7	UNIVCA 2.657% MAT	Interest	05/15/2023	UNIVERSITY			13,285.00	**13,285.00**
39565	COMM	3133EKLA2	FEDERAL FARM CR	Interest	05/15/2023	FFCB NOTES			110,285.00	**110,285.00**
40379	COMM	742651DX7	PRIVATE EXPT FDG	Interest	05/15/2023	PRIVATE EXPORT			101,587.50	**101,587.50**
40532	COMM	91412HGE7	UNIVERSITY CALIF	Interest	05/15/2023	UNIVERSITY			22,075.00	**22,075.00**
40799	COMM	880591EW8	TENNESSEE	Interest	05/15/2023	TENNESSEE			71,531.25	**71,531.25**
40993	COMM	91412HJK0	UNIVERSITY CALIF	Interest	05/15/2023	UNIVERSITY			4,587.50	**4,587.50**
41023	COMM	912828XB1	UNITED STATES	Interest	05/15/2023	U.S. TREASURY			265,625.00	**265,625.00**
42166	COMM	3130ARUZ2	FEDERAL HOME	Interest	05/15/2023	FHLB NOTES			155,000.00	**155,000.00**
40340	COMM	14043MAC5	COPAR 1.6% MAT	Interest	05/15/2023	CAPITAL ONE			3,770.48	**3,770.48**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
40340	COMM	14043MAC5	COPAR 1.6% MAT	Redemption	05/15/2023	CAPITAL ONE		812,905.58		**812,905.58**
40515	COMM	58769VAC4	MBART 0.55% MAT	Interest	05/15/2023	MERCEDES -BENZ			454.84	**454.84**
40515	COMM	58769VAC4	MBART 0.55% MAT	Redemption	05/15/2023	MERCEDES -BENZ		146,801.65		**146,801.65**
40533	COMM	47787NAC3	JDOT 0.51% MAT	Interest	05/15/2023	JOHN DEERE			346.41	**346.41**
40533	COMM	47787NAC3	JDOT 0.51% MAT	Redemption	05/15/2023	JOHN DEERE		269,897.57		**269,897.57**
40930	COMM	89240BAC2	TOYOTA AUTO	Interest	05/15/2023	TOYOTA AUTO REC			1,653.34	**1,653.34**
40930	COMM	89240BAC2	TOYOTA AUTO	Redemption	05/15/2023	TOYOTA AUTO REC		665,743.88		**665,743.88**
40937	COMM	98164EAC9	WOART 0.3% MAT	Interest	05/15/2023	WORLD OMNI AUTO			2,058.99	**2,058.99**
40937	COMM	98164EAC9	WOART 0.3% MAT	Redemption	05/15/2023	WORLD OMNI AUTO		536,787.72		**536,787.72**
40958	COMM	34532NAC9	FORDO 0.3% MAT	Interest	05/15/2023	FORD CREDIT AUTO			2,867.48	**2,867.48**
40958	COMM	34532NAC9	FORDO 0.3% MAT	Redemption	05/15/2023	FORD CREDIT AUTO		853,167.50		**853,167.50**
40991	COMM	47788UAC6	JDOT 0.36% MAT	Interest	05/15/2023	JOHN DEERE			1,539.69	**1,539.69**
40991	COMM	47788UAC6	JDOT 0.36% MAT	Redemption	05/15/2023	JOHN DEERE		442,894.61		**442,894.61**
41111	COMM	44933LAC7	HART 0.38% MAT	Interest	05/15/2023	HYUNDAI AUTO			2,110.31	**2,110.31**
41111	COMM	44933LAC7	HART 0.38% MAT	Redemption	05/15/2023	HYUNDAI AUTO		514,992.67		**514,992.67**
41182	COMM	89190GAC1	TAOT 0.26% MAT	Interest	05/15/2023	TOYOTA AUTO REC			5,187.96	**5,187.96**
41182	COMM	89190GAC1	TAOT 0.26% MAT	Redemption	05/15/2023	TOYOTA AUTO REC		1,563,605.22		**1,563,605.22**
41187	COMM	44891VAC5	HALST 0.33% MAT	Interest	05/15/2023	HYUNDAI AUTO			3,360.53	**3,360.53**
41187	COMM	44891VAC5	HALST 0.33% MAT	Redemption	05/15/2023	HYUNDAI AUTO		2,571,503.87		**2,571,503.87**
41206	COMM	65480BAC1	NAROT 0.33% MAT	Interest	05/15/2023	NISSAN AUTO			9,510.32	**9,510.32**
41206	COMM	65480BAC1	NAROT 0.33% MAT	Redemption	05/15/2023	NISSAN AUTO		2,100,373.60		**2,100,373.60**
41220	COMM	58769KAD6	MBALT 0.4% MAT	Interest	05/15/2023	MERCEDES-BENZ			4,116.02	**4,116.02**
41220	COMM	58769KAD6	MBALT 0.4% MAT	Redemption	05/15/2023	MERCEDES-BENZ		1,088,529.26		**1,088,529.26**
41240	COMM	47789QAC4	JDOT 0.52% MAT	Interest	05/15/2023	JOHN DEERE			3,466.66	**3,466.66**
41240	COMM	47789QAC4	JDOT 0.52% MAT	Redemption	05/15/2023	JOHN DEERE		660,588.81		**660,588.81**
41242	COMM	14041NFW6	COMET 0.55% MAT	Interest	05/15/2023	CAPITAL ONE MULTI			10,770.83	**10,770.83**
41242	COMM	14041NFW6	COMET 0.55% MAT	Redemption	05/15/2023	CAPITAL ONE MULTI		679,050.42		**679,050.42**
41387	COMM	44933MAC5	HALST 0.38% MAT	Interest	05/15/2023	HYUNDAI AUTO			7,353.76	**7,353.76**
41387	COMM	44933MAC5	HALST 0.38% MAT	Redemption	05/15/2023	HYUNDAI AUTO		2,549,525.88		**2,549,525.88**
41389	COMM	58772WAC7	MBART 0.46% MAT	Interest	05/15/2023	MERCEDES -BENZ			7,552.06	**7,552.06**
41389	COMM	58772WAC7	MBART 0.46% MAT	Redemption	05/15/2023	MERCEDES -BENZ		1,097,159.99		**1,097,159.99**
41397	COMM	345329AC0	FORDL 0.37% MAT	Interest	05/15/2023	FORD CREDIT AUTO			4,903.58	**4,903.58**
41397	COMM	345329AC0	FORDL 0.37% MAT	Redemption	05/15/2023	FORD CREDIT AUTO		2,602,577.46		**2,602,577.46**
41402	COMM	254683CP8	DCENT 0.58% MAT	Interest	05/15/2023	DISCOVER CARD			9,666.66	**9,666.66**
41402	COMM	254683CP8	DCENT 0.58% MAT	Redemption	05/15/2023	DISCOVER CARD		549,268.17		**549,268.17**
41476	COMM	14044CAC6	COPAR 0.77% MAT	Interest	05/15/2023	CAPITAL ONE			8,983.34	**8,983.34**
41476	COMM	14044CAC6	COPAR 0.77% MAT	Redemption	05/15/2023	CAPITAL ONE		381,131.99		**381,131.99**
41521	COMM	89238JAC9	TAOT 0.71% MAT	Interest	05/15/2023	TOYOTA AUTO REC			6,804.17	**6,804.17**
41521	COMM	89238JAC9	TAOT 0.71% MAT	Redemption	05/15/2023	TOYOTA AUTO REC		350,259.70		**350,259.70**
41529	COMM	02582JJR2	AMXCA 0.9% MAT	Interest	05/15/2023	AMERICAN			24,375.00	**24,375.00**
41529	COMM	02582JJR2	AMXCA 0.9% MAT	Redemption	05/15/2023	AMERICAN		823,593.70		**823,593.70**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
41612	COMM	14041NFY2	CAPITAL ONE MULTI	Interest	05/15/2023	CAPITAL ONE MULTI			31,200.01	**31,200.01**
41612	COMM	14041NFY2	CAPITAL ONE MULTI	Redemption	05/15/2023	CAPITAL ONE MULTI		910,284.26		**910,284.26**
41766	COMM	44891WAC3	HALST 1.16% MAT	Interest	05/15/2023	HYUNDAI AUTO			12,808.34	**12,808.34**
41766	COMM	44891WAC3	HALST 1.16% MAT	Redemption	05/15/2023	HYUNDAI AUTO		659,031.34		**659,031.34**
41776	COMM	345286AC2	FORDO 1.29% MAT	Interest	05/15/2023	FORD CREDIT AUTO			12,900.00	**12,900.00**
41776	COMM	345286AC2	FORDO 1.29% MAT	Redemption	05/15/2023	FORD CREDIT AUTO		341,153.86		**341,153.86**
41797	COMM	89239KAC5	TAOT 1.23% MAT	Interest	05/15/2023	TOYOTA AUTO REC			13,325.00	**13,325.00**
41797	COMM	89239KAC5	TAOT 1.23% MAT	Redemption	05/15/2023	TOYOTA AUTO REC		369,875.65		**369,875.65**
41855	COMM	43815BAC4	HAROT 1.88% MAT	Interest	05/15/2023	HONDA AUTO			36,033.34	**36,033.34**
41855	COMM	43815BAC4	HAROT 1.88% MAT	Redemption	05/15/2023	HONDA AUTO		660,940.54		**660,940.54**
41856	COMM	65479QAC1	NAROT 1.86% MAT	Interest	05/15/2023	NISSAN AUTO			26,815.00	**26,815.00**
41856	COMM	65479QAC1	NAROT 1.86% MAT	Redemption	05/15/2023	NISSAN AUTO		451,743.41		**451,743.41**
41910	COMM	47787JAC2	JDOT 2.32% MAT	Interest	05/15/2023	JOHN DEERE			19,333.33	**19,333.33**
41910	COMM	47787JAC2	JDOT 2.32% MAT	Redemption	05/15/2023	JOHN DEERE		251,831.05		**251,831.05**
41919	COMM	02589BAA8	AMXCA 2.21% MAT	Interest	05/15/2023	AMERICAN			35,912.51	**35,912.51**
41919	COMM	02589BAA8	AMXCA 2.21% MAT	Redemption	05/15/2023	AMERICAN		442,710.09		**442,710.09**
41952	COMM	14041NFZ9	COMET 2.8% MAT	Interest	05/15/2023	CAPITAL ONE MULTI			44,333.33	**44,333.33**
41952	COMM	14041NFZ9	COMET 2.8% MAT	Redemption	05/15/2023	CAPITAL ONE MULTI		423,758.49		**423,758.49**
42020	COMM	98163NAC0	WOLS 3.21% MAT	Interest	05/15/2023	WORLD OMNI			8,025.00	**8,025.00**
42020	COMM	98163NAC0	WOLS 3.21% MAT	Redemption	05/15/2023	WORLD OMNI		132,920.40		**132,920.40**
42040	COMM	41284YAD8	HDMOT 3.06% MAT	Interest	05/15/2023	HARLEY-DAVIDSON			63,750.00	**63,750.00**
42040	COMM	41284YAD8	HDMOT 3.06% MAT	Redemption	05/15/2023	HARLEY-DAVIDSON		566,522.07		**566,522.07**
42066	COMM	34528LAD7	FORDL 3.23% MAT	Interest	05/15/2023	FORD CREDIT AUTO			80,750.01	**80,750.01**
42066	COMM	34528LAD7	FORDL 3.23% MAT	Redemption	05/15/2023	FORD CREDIT AUTO		1,224,783.68		**1,224,783.68**
42084	COMM	14317HAC5	CARMX 3.49% MAT	Interest	05/15/2023	CARMAX AUTO			52,349.99	**52,349.99**
42084	COMM	14317HAC5	CARMX 3.49% MAT	Redemption	05/15/2023	CARMAX AUTO		396,582.96		**396,582.96**
42116	COMM	14043QAC6	COPAR 3.17% MAT	Interest	05/15/2023	CAPITAL ONE			39,625.01	**39,625.01**
42116	COMM	14043QAC6	COPAR 3.17% MAT	Redemption	05/15/2023	CAPITAL ONE		323,189.05		**323,189.05**
42182	COMM	02008JAC0	ALLYA 3.31% MAT	Interest	05/15/2023	ALLY AUTO			81,370.82	**81,370.82**
42182	COMM	02008JAC0	ALLYA 3.31% MAT	Redemption	05/15/2023	ALLY AUTO		689,763.44		**689,763.44**
42184	COMM	44934LAD4	HALST 3.35% MAT	Interest	05/15/2023	HYUNDAI AUTO			106,083.35	**106,083.35**
42184	COMM	44934LAD4	HALST 3.35% MAT	Redemption	05/15/2023	HYUNDAI AUTO		1,430,984.36		**1,430,984.36**
42202	COMM	02582JJT8	AMXCA 3.39% MAT	Interest	05/15/2023	AMERICAN			98,875.00	**98,875.00**
42202	COMM	02582JJT8	AMXCA 3.39% MAT	Redemption	05/15/2023	AMERICAN		722,014.86		**722,014.86**
42879	COMM	58770AAC7	MBART 4.51% MAT	Interest	05/15/2023	MERCEDES -BENZ			49,797.91	**49,797.91**
42879	COMM	58770AAC7	MBART 4.51% MAT	Redemption	05/15/2023	MERCEDES -BENZ		226,011.50		**226,011.50**
42890	COMM	891940AC2	TAOT 4.63% MAT	Interest	05/15/2023	TOYOTA AUTO REC			81,024.99	**81,024.99**
42890	COMM	891940AC2	TAOT 4.63% MAT	Redemption	05/15/2023	TOYOTA AUTO REC		371,666.90		**371,666.90**
42944	COMM	14043KAH8	COPAR 4.87% MAT	Interest	05/15/2023	CAPITAL ONE			43,627.08	**43,627.08**
42944	COMM	14043KAH8	COPAR 4.87% MAT	Redemption	05/15/2023	CAPITAL ONE		170,034.95		**170,034.95**
42945	COMM	41285JAD0	HDMOT 5.05% MAT	Interest	05/15/2023	HARLEY-DAVIDSON			54,708.33	**54,708.33**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
42945	COMM	41285JAD0	HDMOT 5.05% MAT	Redemption	05/15/2023	HARLEY-DAVIDSON		212,741.04		**212,741.04**
43065	COMM	448979AD6	HART 4.58% MAT	Interest	05/15/2023	HYUNDAI AUTO			41,983.33	**41,983.33**
43065	COMM	448979AD6	HART 4.58% MAT	Redemption	05/15/2023	HYUNDAI AUTO		191,846.29		**191,846.29**
43089	COMM	254683CW3	DCENT 3.56% MAT	Interest	05/15/2023	DISCOVER CARD			147,517.52	**147,517.52**
43089	COMM	254683CW3	DCENT 3.56% MAT	Redemption	05/15/2023	DISCOVER CARD		956,868.32		**956,868.32**
43089	COMM	254683CW3	DCENT 3.56% MAT	Interest	05/15/2023	DISCOVER CARD			-14,751.75	**-14,751.75**
43089	COMM	254683CW3	DCENT 3.56% MAT	Redemption	05/15/2023	DISCOVER CARD				**0.00**
43117	COMM	12664QAB0	CNH 5.34% MAT	Interest	05/15/2023	CNH EQUIPMENT			62,300.01	**62,300.01**
43117	COMM	12664QAB0	CNH 5.34% MAT	Redemption	05/15/2023	CNH EQUIPMENT		471,417.66		**471,417.66**
43130	COMM	65480WAD3	NAROT 4.91% MAT	Interest	05/15/2023	NISSAN AUTO			80,333.06	**80,333.06**
43130	COMM	65480WAD3	NAROT 4.91% MAT	Redemption	05/15/2023	NISSAN AUTO		508,737.19		**508,737.19**
		Totals for 05/15/2023					**294,943,682.86**	**294,957,772.61**	**2,174,859.20**	**2,188,948.95**
43177	COMM	16536JSH1	CHES DISC NOTE	Purchase	05/16/2023	CHESHAM FINANCE	74,989,416.75			**-74,989,416.75**
43178	COMM	5148X1SH7	LANDES DISC NOTE	Purchase	05/16/2023	LANDES	124,982,430.00			**-124,982,430.00**
43179	COMM	63873KSH1	NATXNY DISC NOTE	Purchase	05/16/2023	NATIXIS NY	49,992,986.11			**-49,992,986.11**
43173	COMM	16536JSG3	CHES DISC NOTE	Redemption	05/16/2023	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43174	COMM	5148X1SG9	LANDES DISC NOTE	Redemption	05/16/2023	LANDES		125,000,000.00		**125,000,000.00**
43175	COMM	63873KSG3	NATXNY DISC NOTE	Redemption	05/16/2023	NATIXIS NY		50,000,000.00		**50,000,000.00**
40754	COMM	3134GXBL7	FEDERAL HOME LN	Interest	05/16/2023	FHLMC NOTES			20,809.50	**20,809.50**
42009	COMM	362585AC5	GMCAR 3.1% MAT	Interest	05/16/2023	GM FINANCIAL			29,708.35	**29,708.35**
42009	COMM	362585AC5	GMCAR 3.1% MAT	Redemption	05/16/2023	GM FINANCIAL		260,409.53		**260,409.53**
		Totals for 05/16/2023					**249,964,832.86**	**250,260,409.53**	**50,517.85**	**346,094.52**
43180	COMM	16536JSJ7	CHES DISC NOTE	Purchase	05/17/2023	CHESHAM FINANCE	74,989,416.66			**-74,989,416.66**
43181	COMM	5148X1SJ3	LANDES DISC NOTE	Purchase	05/17/2023	LANDES	124,982,430.55			**-124,982,430.55**
43183	COMM	58933YBH7	MERCK 4.05% MAT	Purchase	05/17/2023	MERCK & CO	9,991,900.00			**-9,991,900.00**
43182	COMM	63873KSJ7	NATXNY DISC NOTE	Purchase	05/17/2023	NATIXIS NY	49,992,986.11			**-49,992,986.11**
43177	COMM	16536JSH1	CHES DISC NOTE	Redemption	05/17/2023	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43178	COMM	5148X1SH7	LANDES DISC NOTE	Redemption	05/17/2023	LANDES		125,000,000.00		**125,000,000.00**
43179	COMM	63873KSH1	NATXNY DISC NOTE	Redemption	05/17/2023	NATIXIS NY		50,000,000.00		**50,000,000.00**
40780	COMM	3135GA2Z3	FEDERAL NATL MTG	Interest	05/17/2023	FNMA NOTES			70,000.00	**70,000.00**
		Totals for 05/17/2023					**259,956,733.32**	**250,000,000.00**	**70,000.00**	**-9,886,733.32**
43184	COMM	16536JSK4	CHES DISC NOTE	Purchase	05/18/2023	CHESHAM FINANCE	74,989,416.66			**-74,989,416.66**
43185	COMM	5148X1SK0	LANDES DISC NOTE	Purchase	05/18/2023	LANDES	124,982,430.55			**-124,982,430.55**
43186	COMM	63873KSK4	NATXNY DISC NOTE	Purchase	05/18/2023	NATIXIS NY	49,992,986.11			**-49,992,986.11**
43180	COMM	16536JSJ7	CHES DISC NOTE	Redemption	05/18/2023	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43181	COMM	5148X1SJ3	LANDES DISC NOTE	Redemption	05/18/2023	LANDES		125,000,000.00		**125,000,000.00**
43182	COMM	63873KSJ7	NATXNY DISC NOTE	Redemption	05/18/2023	NATIXIS NY		50,000,000.00		**50,000,000.00**
41536	COMM	3133ENEJ5	FEDERAL FARM CR	Interest	05/18/2023	FFCB NOTES			109,375.00	**109,375.00**
42717	COMM	3133ENZ94	FEDERAL FARM CR	Interest	05/18/2023	FFCB NOTES			450,000.00	**450,000.00**

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42717	COMM	3133ENZ94	FEDERAL FARM CR	Accr Int	05/18/2023	FFCB NOTES		12,500.00	-12,500.00	**0.00**
41321	COMM	43815EAC8	HAROT 0.41% MAT	Interest	05/18/2023	HONDA AUTO			5,868.14	**5,868.14**
41321	COMM	43815EAC8	HAROT 0.41% MAT	Redemption	05/18/2023	HONDA AUTO		1,058,486.15		**1,058,486.15**
		Totals for 05/18/2023					**249,964,833.32**	**251,070,986.15**	**552,743.14**	**1,658,895.97**
43187	COMM	16536JSN8	CHES DISC NOTE	Purchase	05/19/2023	CHESHAM FINANCE	74,968,250.00			**-74,968,250.00**
43188	COMM	5148X1SN4	LANDES DISC NOTE	Purchase	05/19/2023	LANDES	124,947,291.67			**-124,947,291.67**
43189	COMM	63873KSN8	NATXNY DISC NOTE	Purchase	05/19/2023	NATIXIS NY	49,978,958.33			**-49,978,958.33**
43184	COMM	16536JSK4	CHES DISC NOTE	Redemption	05/19/2023	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43185	COMM	5148X1SK0	LANDES DISC NOTE	Redemption	05/19/2023	LANDES		125,000,000.00		**125,000,000.00**
43186	COMM	63873KSK4	NATXNY DISC NOTE	Redemption	05/19/2023	NATIXIS NY		50,000,000.00		**50,000,000.00**
40502	COMM	3130AJLA5	FEDERAL HOME	Interest	05/19/2023	FHLB NOTES			18,750.00	**18,750.00**
		Totals for 05/19/2023					**249,894,500.00**	**250,000,000.00**	**18,750.00**	**124,250.00**
43190	COMM	16536JSP3	CHES DISC NOTE	Purchase	05/22/2023	CHESHAM FINANCE	74,989,416.66			**-74,989,416.66**
43191	COMM	5148X1SP9	LANDES DISC NOTE	Purchase	05/22/2023	LANDES	124,982,430.55			**-124,982,430.55**
43192	COMM	63873KSP3	NATXNY DISC NOTE	Purchase	05/22/2023	NATIXIS NY	49,992,986.11			**-49,992,986.11**
43187	COMM	16536JSN8	CHES DISC NOTE	Redemption	05/22/2023	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43188	COMM	5148X1SN4	LANDES DISC NOTE	Redemption	05/22/2023	LANDES		125,000,000.00		**125,000,000.00**
43189	COMM	63873KSN8	NATXNY DISC NOTE	Redemption	05/22/2023	NATIXIS NY		50,000,000.00		**50,000,000.00**
41697	COMM	3133ENJB7	FFCB FLT MAT	Interest	05/22/2023	FFCB NOTES			537,412.50	**537,412.50**
42712	COMM	06405LAC5	BANK NEW YORK	Interest	05/22/2023	BANK OF NEW			519,497.78	**519,497.78**
42736	COMM	637639AH8	NATIONAL SECS	Interest	05/22/2023	NATIONAL SECS			381,225.00	**381,225.00**
42736	COMM	637639AH8	NATIONAL SECS	Accr Int	05/22/2023	NATIONAL SECS		21,179.17	-21,179.17	**0.00**
40346	COMM	43813RAC1	HAROT 1.61% MAT	Interest	05/22/2023	HONDA AUTO			1,746.13	**1,746.13**
40346	COMM	43813RAC1	HAROT 1.61% MAT	Redemption	05/22/2023	HONDA AUTO		568,846.10		**568,846.10**
40549	COMM	92290BAA9	VERIZON OWNER	Interest	05/22/2023	VERIZON OWNER			2,935.88	**2,935.88**
40549	COMM	92290BAA9	VERIZON OWNER	Redemption	05/22/2023	VERIZON OWNER		1,757,270.53		**1,757,270.53**
40712	COMM	92348CAA9	VZOT 0.41% MAT	Interest	05/22/2023	VERIZON OWNER			2,689.01	**2,689.01**
40712	COMM	92348CAA9	VZOT 0.41% MAT	Redemption	05/22/2023	VERIZON OWNER		1,461,442.21		**1,461,442.21**
40965	COMM	43813GAC5	HAROT 0.27% MAT	Interest	05/22/2023	HONDA AUTO			1,315.71	**1,315.71**
40965	COMM	43813GAC5	HAROT 0.27% MAT	Redemption	05/22/2023	HONDA AUTO		535,496.80		**535,496.80**
41089	COMM	89238EAC0	TLOT 0.39% MAT	Interest	05/22/2023	TOYOTA LEASE			1,470.48	**1,470.48**
41089	COMM	89238EAC0	TLOT 0.39% MAT	Redemption	05/22/2023	TOYOTA LEASE		1,308,041.74		**1,308,041.74**
41207	COMM	80286DAC2	SRT 0.51% MAT	Interest	05/22/2023	SANTANDER RETAIL			5,384.96	**5,384.96**
41207	COMM	80286DAC2	SRT 0.51% MAT	Redemption	05/22/2023	SANTANDER RETAIL		1,238,438.71		**1,238,438.71**
41391	COMM	80286CAC4	SRT 0.5% MAT	Interest	05/22/2023	SANTANDER RETAIL			2,242.31	**2,242.31**
41391	COMM	80286CAC4	SRT 0.5% MAT	Redemption	05/22/2023	SANTANDER RETAIL		658,990.77		**658,990.77**
41554	COMM	43815GAC3	HAROT 0.88% MAT	Interest	05/22/2023	HONDA AUTO			10,266.66	**10,266.66**
41554	COMM	43815GAC3	HAROT 0.88% MAT	Redemption	05/22/2023	HONDA AUTO		460,618.47		**460,618.47**
41780	COMM	92348KAL7	VZMT 1.04% MAT	Interest	05/22/2023	VERIZON MASTER			18,200.01	**18,200.01**
41780	COMM	92348KAL7	VZMT 1.04% MAT	Redemption	05/22/2023	VERIZON MASTER		513,414.26		**513,414.26**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
41867	COMM	89238LAC4	TLOT 1.96% MAT	Interest	05/22/2023	TOYOTA LEASE			31,033.33	**31,033.33**
41867	COMM	89238LAC4	TLOT 1.96% MAT	Redemption	05/22/2023	TOYOTA LEASE		894,790.67		**894,790.67**
42119	COMM	23292GAC7	DLLST 3.4% MAT	Interest	05/22/2023	DLLST LLC			32,583.33	**32,583.33**
42119	COMM	23292GAC7	DLLST 3.4% MAT	Redemption	05/22/2023	DLLST LLC		531,373.35		**531,373.35**
42152	COMM	36266FAC3	GMALT 3.42% MAT	Interest	05/22/2023	GM FIN'CL AUTO			45,600.00	**45,600.00**
42152	COMM	36266FAC3	GMALT 3.42% MAT	Redemption	05/22/2023	GM FIN'CL AUTO		624,833.84		**624,833.84**
42214	COMM	92348KAP8	VZMT 3.01% MAT	Interest	05/22/2023	VERIZON MASTER			84,029.16	**84,029.16**
42214	COMM	92348KAP8	VZMT 3.01% MAT	Redemption	05/22/2023	VERIZON MASTER		709,802.05		**709,802.05**
42950	COMM	43815JAC7	HAROT 5.04% MAT	Interest	05/22/2023	HONDA AUTO			54,600.00	**54,600.00**
42950	COMM	43815JAC7	HAROT 5.04% MAT	Redemption	05/22/2023	HONDA AUTO		251,364.82		**251,364.82**
43090	COMM	89239MAC1	TLOT 4.93% MAT	Interest	05/22/2023	TOYOTA LEASE			96,408.88	**96,408.88**
43090	COMM	89239MAC1	TLOT 4.93% MAT	Redemption	05/22/2023	TOYOTA LEASE		571,760.70		**571,760.70**
43120	COMM	92348KBL6	VZMT 4.89% MAT	Interest	05/22/2023	VERIZON MASTER			135,833.32	**135,833.32**
43120	COMM	92348KBL6	VZMT 4.89% MAT	Redemption	05/22/2023	VERIZON MASTER		596,400.20		**596,400.20**
		Totals for 05/22/2023					**249,964,833.32**	**262,704,064.39**	**1,943,295.28**	**14,682,526.35**
43193	COMM	16536JSQ1	CHES DISC NOTE	Purchase	05/23/2023	CHESHAM FINANCE	74,989,416.66			**-74,989,416.66**
43194	COMM	5148X1SQ7	LANDES DISC NOTE	Purchase	05/23/2023	LANDES	124,982,430.55			**-124,982,430.55**
43195	COMM	63873KSQ1	NATXNY DISC NOTE	Purchase	05/23/2023	NATIXIS NY	49,992,958.33			**-49,992,958.33**
43190	COMM	16536JSP3	CHES DISC NOTE	Redemption	05/23/2023	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43191	COMM	5148X1SP9	LANDES DISC NOTE	Redemption	05/23/2023	LANDES		125,000,000.00		**125,000,000.00**
43192	COMM	63873KSP3	NATXNY DISC NOTE	Redemption	05/23/2023	NATIXIS NY		50,000,000.00		**50,000,000.00**
		Totals for 05/23/2023					**249,964,805.54**	**250,000,000.00**		**35,194.46**
43199	COMM	06405LAD3	BANK NEW YORK	Purchase	05/24/2023	BANK OF NEW	15,000,000.00			**-15,000,000.00**
43196	COMM	16536JSR9	CHES DISC NOTE	Purchase	05/24/2023	CHESHAM FINANCE	74,989,416.66			**-74,989,416.66**
43200	COMM	3140LJS23	FNMAM 4.17% MAT	Purchase	05/24/2023	FNMA	24,922,072.92			**-24,922,072.92**
43197	COMM	5148X1SR5	LANDES DISC NOTE	Purchase	05/24/2023	LANDES	124,982,430.55			**-124,982,430.55**
43201	COMM	58768RAC4	MBALT 4.74% MAT	Purchase	05/24/2023	MERCEDES-BENZ	31,998,886.40			**-31,998,886.40**
43198	COMM	63873KSR9	NATXNY DISC NOTE	Purchase	05/24/2023	NATIXIS NY	49,992,986.11			**-49,992,986.11**
43193	COMM	16536JSQ1	CHES DISC NOTE	Redemption	05/24/2023	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43194	COMM	5148X1SQ7	LANDES DISC NOTE	Redemption	05/24/2023	LANDES		125,000,000.00		**125,000,000.00**
43195	COMM	63873KSQ1	NATXNY DISC NOTE	Redemption	05/24/2023	NATIXIS NY		50,000,000.00		**50,000,000.00**
		Totals for 05/24/2023					**321,885,792.64**	**250,000,000.00**		**-71,885,792.64**
43202	COMM	16536JSS7	CHES DISC NOTE	Purchase	05/25/2023	CHESHAM FINANCE	74,989,416.66			**-74,989,416.66**
43203	COMM	5148X1SS3	LANDES DISC NOTE	Purchase	05/25/2023	LANDES	124,982,430.55			**-124,982,430.55**
43204	COMM	63873KSS7	NATXNY DISC NOTE	Purchase	05/25/2023	NATIXIS NY	49,992,986.11			**-49,992,986.11**
40990	COMM	05591RAC8	BMWLT 0.29% MAT	Redemption	05/25/2023	BMW VEHICLE		387,395.76		**387,395.76**
43196	COMM	16536JSR9	CHES DISC NOTE	Redemption	05/25/2023	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43197	COMM	5148X1SR5	LANDES DISC NOTE	Redemption	05/25/2023	LANDES		125,000,000.00		**125,000,000.00**
43198	COMM	63873KSR9	NATXNY DISC NOTE	Redemption	05/25/2023	NATIXIS NY		50,000,000.00		**50,000,000.00**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
38854	COMM	3137B4WB8	FHLMCM 3.06% MAT	Interest	05/25/2023	FHLMC			7,952.59	**7,952.59**
38854	COMM	3137B4WB8	FHLMCM 3.06% MAT	Redemption	05/25/2023	FHLMC		801,736.87		**801,736.87**
38864	COMM	3137B5JM6	FHLMCM 3.531%	Interest	05/25/2023	FHLMC			21,295.51	**21,295.51**
38864	COMM	3137B5JM6	FHLMCM 3.531%	Redemption	05/25/2023	FHLMC		299,503.20		**299,503.20**
39026	COMM	3137B5KW2	FHLMCM 3.458%	Interest	05/25/2023	FHLMC			20,778.59	**20,778.59**
39026	COMM	3137B5KW2	FHLMCM 3.458%	Redemption	05/25/2023	FHLMC		39,170.70		**39,170.70**
39319	COMM	3138LGKH8	FNMAM 2.47% MAT	Interest	05/25/2023	FNMA			51,458.33	**51,458.33**
39319	COMM	3138LGKH8	FNMAM 2.47% MAT	Redemption	05/25/2023	FNMA		2,824,557.93		**2,824,557.93**
39587	COMM	3138LEYD7	FNMAM 1.97% MAT	Interest	05/25/2023	FNMA			28,576.05	**28,576.05**
39587	COMM	3138LEYD7	FNMAM 1.97% MAT	Redemption	05/25/2023	FNMA		35,815.55		**35,815.55**
39654	COMM	3137BP4J5	FNMAM 2.446% MAT	Interest	05/25/2023	FHLMC			22,345.31	**22,345.31**
39654	COMM	3137BP4J5	FNMAM 2.446% MAT	Redemption	05/25/2023	FHLMC		301,677.76		**301,677.76**
40390	COMM	3137BHCY1	FHLMCM 2.811%	Interest	05/25/2023	FHLMC			20,414.58	**20,414.58**
40390	COMM	3137BHCY1	FHLMCM 2.811%	Redemption	05/25/2023	FHLMC		16,408.89		**16,408.89**
40511	COMM	3136AXVB8	FNMAM 2.646% MAT	Interest	05/25/2023	FNMA			28,787.70	**28,787.70**
40511	COMM	3136AXVB8	FNMAM 2.646% MAT	Redemption	05/25/2023	FNMA		10,226.26		**10,226.26**
40526	COMM	3137BSP64	FHLMCM 2.34% MAT	Interest	05/25/2023	FHLMC			22,417.00	**22,417.00**
40526	COMM	3137BSP64	FHLMCM 2.34% MAT	Redemption	05/25/2023	FHLMC		252,015.80		**252,015.80**
40530	COMM	09661RAD3	BMWOT 0.48% MAT	Interest	05/25/2023	BMW VEHICLE			404.73	**404.73**
40530	COMM	09661RAD3	BMWOT 0.48% MAT	Redemption	05/25/2023	BMW VEHICLE		291,225.22		**291,225.22**
40539	COMM	3137BKGH7	FHLMCM 2.712%	Interest	05/25/2023	FHLMC			4,909.99	**4,909.99**
40539	COMM	3137BKGH7	FHLMCM 2.712%	Redemption	05/25/2023	FHLMC		128,960.17		**128,960.17**
40540	COMM	3137FUZN7	FHLMCM 0.526%	Interest	05/25/2023	FHLMC			155.42	**155.42**
40540	COMM	3137FUZN7	FHLMCM 0.526%	Redemption	05/25/2023	FHLMC		354,560.28		**354,560.28**
40541	COMM	3138L7CU8	FNMAM 2.95% MAT	Interest	05/25/2023	FNMA			45,890.26	**45,890.26**
40541	COMM	3138L7CU8	FNMAM 2.95% MAT	Redemption	05/25/2023	FNMA		42,840.59		**42,840.59**
40630	COMM	3138LJWY2	FHLMCM 2.8% MAT	Interest	05/25/2023	FHLMC			29,561.43	**29,561.43**
40630	COMM	3138LJWY2	FHLMCM 2.8% MAT	Redemption	05/25/2023	FHLMC		25,206.98		**25,206.98**
40638	COMM	3137BYLE8	FHLMCM 2.7% MAT	Interest	05/25/2023	FHLMC			14,962.50	**14,962.50**
40638	COMM	3137BYLE8	FHLMCM 2.7% MAT	Redemption	05/25/2023	FHLMC		261,541.09		**261,541.09**
40743	COMM	3136AY6S7	FNMAM FRN MAT	Interest	05/25/2023	FNMA			31,733.00	**31,733.00**
40743	COMM	3136AY6S7	FNMAM FRN MAT	Redemption	05/25/2023	FNMA		2,240,118.75		**2,240,118.75**
40784	COMM	3137F72W4	FHLMCM 0.39025%	Interest	05/25/2023	FHLMC			8,292.33	**8,292.33**
40784	COMM	3137F72W4	FHLMCM 0.39025%	Redemption	05/25/2023	FHLMC		1,006.83		**1,006.83**
40812	COMM	3132XFFH6	FHLMCM 0.77% MAT	Interest	05/25/2023	FHLMC			28,875.00	**28,875.00**
40812	COMM	3132XFFH6	FHLMCM 0.77% MAT	Redemption	05/25/2023	FHLMC		1,714,715.16		**1,714,715.16**
40905	COMM	3138LEC33	FNMAM 2.38% MAT	Interest	05/25/2023	FNMA			19,227.62	**19,227.62**
40905	COMM	3138LEC33	FNMAM 2.38% MAT	Redemption	05/25/2023	FNMA		15,542.40		**15,542.40**
40976	COMM	3137FATE8	FHLMCM 2.982%	Interest	05/25/2023	FHLMC			74,550.00	**74,550.00**
40976	COMM	3137FATE8	FHLMCM 2.982%	Redemption	05/25/2023	FHLMC		2,026,106.35		**2,026,106.35**
40983	COMM	3137FF3W5	FHLMCM 0.602%	Interest	05/25/2023	FHLMC			1,896.01	**1,896.01**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
40983	COMM	3137FF3W5	FHLMCM 0.602%	Redemption	05/25/2023	FHLMC		53,356.97		**53,356.97**
40990	COMM	05591RAC8	BMWLT 0.29% MAT	Interest	05/25/2023	BMW VEHICLE			93.62	**93.62**
40990	COMM	05591RAC8	BMWLT 0.29% MAT	Redemption	05/25/2023	BMW VEHICLE		44,543.83		**44,543.83**
40990	COMM	05591RAC8	BMWLT 0.29% MAT	Interest	05/25/2023	BMW VEHICLE				**0.00**
40990	COMM	05591RAC8	BMWLT 0.29% MAT	Redemption	05/25/2023	BMW VEHICLE				**0.00**
41026	COMM	3137BVYN0	FHLMCM 3.035%	Interest	05/25/2023	FHLMC			5,705.04	**5,705.04**
41026	COMM	3137BVYN0	FHLMCM 3.035%	Redemption	05/25/2023	FHLMC		1,320,227.04		**1,320,227.04**
41131	COMM	3137BYLE8	FHLMCM 2.7% MAT	Interest	05/25/2023	FHLMC			11,250.00	**11,250.00**
41131	COMM	3137BYLE8	FHLMCM 2.7% MAT	Redemption	05/25/2023	FHLMC		195,524.33		**195,524.33**
41133	COMM	3137FYZG4	FHLMCM 0.861%	Interest	05/25/2023	FHLMC			5,005.46	**5,005.46**
41133	COMM	3137FYZG4	FHLMCM 0.861%	Redemption	05/25/2023	FHLMC		11,040.19		**11,040.19**
41164	COMM	3137FPJ55	FHLMCM 2.606%	Interest	05/25/2023	FHLMC			38,281.91	**38,281.91**
41164	COMM	3137FPJ55	FHLMCM 2.606%	Redemption	05/25/2023	FHLMC		121,145.71		**121,145.71**
41192	COMM	3137FBAB2	FHLMCM 3.038%	Interest	05/25/2023	FHLMC			22,005.20	**22,005.20**
41192	COMM	3137FBAB2	FHLMCM 3.038%	Redemption	05/25/2023	FHLMC		161,836.90		**161,836.90**
41222	COMM	3137H14A1	FHLMCM 0.854%	Interest	05/25/2023	FHLMC			13,454.11	**13,454.11**
41222	COMM	3137H14A1	FHLMCM 0.854%	Redemption	05/25/2023	FHLMC		90,445.38		**90,445.38**
41228	COMM	3136AUG21	FNMAM 2.49552%	Interest	05/25/2023	FNMA			38,245.69	**38,245.69**
41228	COMM	3136AUG21	FNMAM 2.49552%	Redemption	05/25/2023	FNMA		83,873.50		**83,873.50**
41319	COMM	3132XFD47	FHLMCM 2.1% MAT	Interest	05/25/2023	FHLMC			26,250.00	**26,250.00**
41319	COMM	3132XFD47	FHLMCM 2.1% MAT	Redemption	05/25/2023	FHLMC		430,891.67		**430,891.67**
41368	COMM	09690AAD5	BMWLT 0.43% MAT	Interest	05/25/2023	BMW VEHICLE			9,316.66	**9,316.66**
41368	COMM	09690AAD5	BMWLT 0.43% MAT	Redemption	05/25/2023	BMW VEHICLE		1,261,628.95		**1,261,628.95**
41491	COMM	3138LNKZ3	FNMAM 3.44% MAT	Interest	05/25/2023	FNMA			7,398.21	**7,398.21**
41491	COMM	3138LNKZ3	FNMAM 3.44% MAT	Redemption	05/25/2023	FNMA		3,895.21		**3,895.21**
41524	COMM	3133LJAN1	FHLM 1.5% MAT	Interest	05/25/2023	FHLMC SINGLE			15,594.94	**15,594.94**
41524	COMM	3133LJAN1	FHLM 1.5% MAT	Redemption	05/25/2023	FHLMC SINGLE		197,074.28		**197,074.28**
41525	COMM	3140QMQJ6	FNMAP 1.5% MAT	Interest	05/25/2023	FNMA SINGLE			14,294.52	**14,294.52**
41525	COMM	3140QMQJ6	FNMAP 1.5% MAT	Redemption	05/25/2023	FNMA SINGLE		142,659.00		**142,659.00**
41526	COMM	3140XDHF6	FNMAP 1.5% MAT	Interest	05/25/2023	FNMA SINGLE			25,773.96	**25,773.96**
41526	COMM	3140XDHF6	FNMAP 1.5% MAT	Redemption	05/25/2023	FNMA SINGLE		253,259.28		**253,259.28**
41675	COMM	3133LPUA3	FHLMC 1.5% MAT	Interest	05/25/2023	FHLMC SINGLE			22,699.42	**22,699.42**
41675	COMM	3133LPUA3	FHLMC 1.5% MAT	Redemption	05/25/2023	FHLMC SINGLE		304,209.84		**304,209.84**
41676	COMM	31418EAD2	FNMAP 1.5% MAT	Interest	05/25/2023	FNMA SINGLE			20,109.56	**20,109.56**
41676	COMM	31418EAD2	FNMAP 1.5% MAT	Redemption	05/25/2023	FNMA SINGLE		215,730.60		**215,730.60**
41765	COMM	05601XAC3	BMW VEHICLE	Interest	05/25/2023	BMW VEHICLE			14,894.52	**14,894.52**
41765	COMM	05601XAC3	BMW VEHICLE	Redemption	05/25/2023	BMW VEHICLE		1,354,711.59		**1,354,711.59**
41791	COMM	3137FQ3Y7	FHLMCM 2.19% MAT	Interest	05/25/2023	FHLMC			34,572.07	**34,572.07**
41791	COMM	3137FQ3Y7	FHLMCM 2.19% MAT	Redemption	05/25/2023	FHLMC		64,358.17		**64,358.17**
41803	COMM	3137BEVH4	FHLMC REMIC	Interest	05/25/2023	FHLMC			34,705.70	**34,705.70**
41803	COMM	3137BEVH4	FHLMC REMIC	Redemption	05/25/2023	FHLMC		791,970.65		**791,970.65**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
41854	COMM	3138LDLP6	FNMAM 2.75% MAT	Interest	05/25/2023	FNMA			24,313.43	**24,313.43**
41854	COMM	3138LDLP6	FNMAM 2.75% MAT	Redemption	05/25/2023	FNMA		17,428.07		**17,428.07**
41892	COMM	3137H6LT0	FHLMCM 1.946%	Interest	05/25/2023	FHLMC			50,717.44	**50,717.44**
41892	COMM	3137H6LT0	FHLMCM 1.946%	Redemption	05/25/2023	FHLMC		67,117.76		**67,117.76**
42039	COMM	3138LCT54	FNMAM 3.1% MAT	Interest	05/25/2023	FNMA			90,416.67	**90,416.67**
42039	COMM	3138LCT54	FNMAM 3.1% MAT	Redemption	05/25/2023	FNMA		1,198,887.44		**1,198,887.44**
42046	COMM	3137H73W1	FHLMCM 2.75% MAT	Interest	05/25/2023	FHLMC			42,321.97	**42,321.97**
42046	COMM	3137H73W1	FHLMCM 2.75% MAT	Redemption	05/25/2023	FHLMC		26,388.34		**26,388.34**
42093	COMM	3137F1G44	FHLMCM 3.243%	Interest	05/25/2023	FHLMC			94,587.50	**94,587.50**
42093	COMM	3137F1G44	FHLMCM 3.243%	Redemption	05/25/2023	FHLMC		853,391.64		**853,391.64**
42099	COMM	3137BXQY1	FHLMCM 3.224%	Interest	05/25/2023	FHLMC			107,466.68	**107,466.68**
42099	COMM	3137BXQY1	FHLMCM 3.224%	Redemption	05/25/2023	FHLMC		990,948.10		**990,948.10**
42110	COMM	3137F2LJ3	FHLMCM 3.117%	Interest	05/25/2023	FHLMC			90,912.50	**90,912.50**
42110	COMM	3137F2LJ3	FHLMCM 3.117%	Redemption	05/25/2023	FHLMC		818,642.97		**818,642.97**
42111	COMM	3138LDYK3	FNMA 2.55% MAT	Interest	05/25/2023	FNMA NOTES			82,627.06	**82,627.06**
42111	COMM	3138LDYK3	FNMA 2.55% MAT	Redemption	05/25/2023	FNMA NOTES		87,306.75		**87,306.75**
42112	COMM	3138LFUJ5	FNMAM 2.47% MAT	Interest	05/25/2023	FNMA			41,166.67	**41,166.67**
42112	COMM	3138LFUJ5	FNMAM 2.47% MAT	Redemption	05/25/2023	FNMA		542,809.61		**542,809.61**
42120	COMM	3136AK2F9	FNMAM 3.39768%	Interest	05/25/2023	FNMA			107,176.45	**107,176.45**
42120	COMM	3136AK2F9	FNMAM 3.39768%	Redemption	05/25/2023	FNMA		71,425.45		**71,425.45**
42133	COMM	3138LD5W9	FNMAM 2.625% MAT	Interest	05/25/2023	FNMA			32,812.50	**32,812.50**
42133	COMM	3138LD5W9	FNMAM 2.625% MAT	Redemption	05/25/2023	FNMA		443,398.35		**443,398.35**
42137	COMM	3138LD5W9	FNMAM 2.625% MAT	Interest	05/25/2023	FNMA			32,812.50	**32,812.50**
42137	COMM	3138LD5W9	FNMAM 2.625% MAT	Redemption	05/25/2023	FNMA		442,759.65		**442,759.65**
42150	COMM	3137F1G44	FHLMCM 3.243%	Interest	05/25/2023	FHLMC			54,050.00	**54,050.00**
42150	COMM	3137F1G44	FHLMCM 3.243%	Redemption	05/25/2023	FHLMC		482,122.23		**482,122.23**
42151	COMM	3138LEC82	FNMAM 2.57% MAT	Interest	05/25/2023	FNMA			42,833.33	**42,833.33**
42151	COMM	3138LEC82	FNMAM 2.57% MAT	Redemption	05/25/2023	FNMA		578,042.48		**578,042.48**
42183	COMM	05602RAD3	BMWOT 3.21% MAT	Interest	05/25/2023	BMW VEHICLE			37,450.00	**37,450.00**
42183	COMM	05602RAD3	BMWOT 3.21% MAT	Redemption	05/25/2023	BMW VEHICLE		359,698.86		**359,698.86**
42187	COMM	3137F4CY6	FHLMCM 2.92% MAT	Interest	05/25/2023	FHLMC			60,434.65	**60,434.65**
42187	COMM	3137F4CY6	FHLMCM 2.92% MAT	Redemption	05/25/2023	FHLMC		10,759.25		**10,759.25**
42188	COMM	3140HV6S8	FNMAM 2.19% MAT	Interest	05/25/2023	FNMA			54,750.00	**54,750.00**
42188	COMM	3140HV6S8	FNMAM 2.19% MAT	Redemption	05/25/2023	FNMA		793,613.77		**793,613.77**
42205	COMM	3137FMD25	FHLMCM 2.875%	Interest	05/25/2023	FHLMC			47,772.91	**47,772.91**
42205	COMM	3137FMD25	FHLMCM 2.875%	Redemption	05/25/2023	FHLMC		611,116.01		**611,116.01**
42234	COMM	3138LD5W9	FNMAM 2.625% MAT	Interest	05/25/2023	FNMA			17,500.00	**17,500.00**
42234	COMM	3138LD5W9	FNMAM 2.625% MAT	Redemption	05/25/2023	FNMA		238,617.57		**238,617.57**
42757	COMM	3137FBAJ5	FHLMCM 3.281%	Interest	05/25/2023	FHLMC			29,255.59	**29,255.59**
42757	COMM	3137FBAJ5	FHLMCM 3.281%	Redemption	05/25/2023	FHLMC		231,668.54		**231,668.54**
42758	COMM	3138L5FA3	FNMAM 3.765% MAT	Interest	05/25/2023	FNMA			28,276.66	**28,276.66**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
42758	COMM	3138L5FA3	FNMAM 3.765% MAT	Redemption	05/25/2023	FNMA		15,438.17		**15,438.17**
42764	COMM	3137BYLD0	FHLMCM 3.288%	Interest	05/25/2023	FHLMC			54,800.00	**54,800.00**
42764	COMM	3137BYLD0	FHLMCM 3.288%	Redemption	05/25/2023	FHLMC		481,061.30		**481,061.30**
42786	COMM	3137F4X23	FHLMCM 3.6% MAT	Interest	05/25/2023	FHLMC			21,900.00	**21,900.00**
42786	COMM	3137F4X23	FHLMCM 3.6% MAT	Redemption	05/25/2023	FHLMC		334,888.11		**334,888.11**
42878	COMM	3138LCT54	FNMAM 3.1% MAT	Interest	05/25/2023	FNMA			25,833.33	**25,833.33**
42878	COMM	3138LCT54	FNMAM 3.1% MAT	Redemption	05/25/2023	FNMA		331,202.90		**331,202.90**
42910	COMM	3138LECC3	FNMA 2.42% MAT	Interest	05/25/2023	FNMA NOTES			80,666.67	**80,666.67**
42910	COMM	3138LECC3	FNMA 2.42% MAT	Redemption	05/25/2023	FNMA NOTES		1,122,804.41		**1,122,804.41**
42927	COMM	05593AAC3	BMWLT 5.16% MAT	Interest	05/25/2023	BMW VEHICLE			22,575.00	**22,575.00**
42927	COMM	05593AAC3	BMWLT 5.16% MAT	Redemption	05/25/2023	BMW VEHICLE		161,230.20		**161,230.20**
42931	COMM	3132CW3F9	FHLMC 2.% MAT	Interest	05/25/2023	FHLMC NOTES			61,186.06	**61,186.06**
42931	COMM	3132CW3F9	FHLMC 2.% MAT	Redemption	05/25/2023	FHLMC NOTES		914,378.02		**914,378.02**
42949	COMM	3132XGQ74	FHLMCM 3.7% MAT	Interest	05/25/2023	FHLMC			138,750.00	**138,750.00**
42949	COMM	3132XGQ74	FHLMCM 3.7% MAT	Redemption	05/25/2023	FHLMC		756,472.99		**756,472.99**
43042	COMM	3136AMMF3	FNMAM 3.01111%	Interest	05/25/2023	FNMA			54,529.28	**54,529.28**
43042	COMM	3136AMMF3	FNMAM 3.01111%	Redemption	05/25/2023	FNMA		56,839.84		**56,839.84**
43042	COMM	3136AMMF3	FNMAM 3.01111%	Interest	05/25/2023	FNMA			-9,088.21	**-9,088.21**
43042	COMM	3136AMMF3	FNMAM 3.01111%	Redemption	05/25/2023	FNMA				**0.00**
43054	COMM	3137FEZT0	FHLMCM 3.725%	Interest	05/25/2023	FHLMC			103,153.95	**103,153.95**
43054	COMM	3137FEZT0	FHLMCM 3.725%	Redemption	05/25/2023	FHLMC		528,761.61		**528,761.61**
43054	COMM	3137FEZT0	FHLMCM 3.725%	Interest	05/25/2023	FHLMC			-34,384.65	**-34,384.65**
43054	COMM	3137FEZT0	FHLMCM 3.725%	Redemption	05/25/2023	FHLMC				**0.00**
43080	COMM	3132XFLM8	FHLMCM 4.3% MAT	Interest	05/25/2023	FHLMC			111,656.67	**111,656.67**
43080	COMM	3132XFLM8	FHLMCM 4.3% MAT	Redemption	05/25/2023	FHLMC		489,249.27		**489,249.27**
43080	COMM	3132XFLM8	FHLMCM 4.3% MAT	Interest	05/25/2023	FHLMC			-59,550.22	**-59,550.22**
43080	COMM	3132XFLM8	FHLMCM 4.3% MAT	Redemption	05/25/2023	FHLMC				**0.00**
43098	COMM	3140LJKS4	FNMAM 4.54% MAT	Interest	05/25/2023	FNMA			88,072.22	**88,072.22**
43098	COMM	3140LJKS4	FNMAM 4.54% MAT	Redemption	05/25/2023	FNMA		381,810.37		**381,810.37**
43098	COMM	3140LJKS4	FNMAM 4.54% MAT	Interest	05/25/2023	FNMA			-55,779.07	**-55,779.07**
43098	COMM	3140LJKS4	FNMAM 4.54% MAT	Redemption	05/25/2023	FNMA				**0.00**
43105	COMM	30322KAE3	FREDM 0.88% MAT	Interest	05/25/2023	FREDDIE MAC			21,167.88	**21,167.88**
43105	COMM	30322KAE3	FREDM 0.88% MAT	Redemption	05/25/2023	FREDDIE MAC		49,950.78		**49,950.78**
43105	COMM	30322KAE3	FREDM 0.88% MAT	Interest	05/25/2023	FREDDIE MAC			-14,111.92	**-14,111.92**
43105	COMM	30322KAE3	FREDM 0.88% MAT	Redemption	05/25/2023	FREDDIE MAC				**0.00**
		Totals for 05/25/2023					**249,964,833.32**	**283,662,946.44**	**2,625,166.04**	**36,323,279.16**
43205	COMM	16536JSW8	CHES DISC NOTE	Purchase	05/26/2023	CHESHAM FINANCE	74,957,666.67			**-74,957,666.67**
43206	COMM	5148X1SW4	LANDES DISC NOTE	Purchase	05/26/2023	LANDES	124,929,722.22			**-124,929,722.22**
43207	COMM	63873KSW8	NATXNY DISC NOTE	Purchase	05/26/2023	NATIXIS NY	49,971,944.44			**-49,971,944.44**
43202	COMM	16536JSS7	CHES DISC NOTE	Redemption	05/26/2023	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**

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43203	COMM	5148X1SS3	LANDES DISC NOTE	Redemption	05/26/2023	LANDES		125,000,000.00		**125,000,000.00**
43204	COMM	63873KSS7	NATXNY DISC NOTE	Redemption	05/26/2023	NATIXIS NY		50,000,000.00		**50,000,000.00**
		Totals for 05/26/2023					**249,859,333.33**	**250,000,000.00**		**140,666.67**
43208	COMM	16536JSX6	CHES DISC NOTE	Purchase	05/30/2023	CHESHAM FINANCE	74,989,416.66			**-74,989,416.66**
43211	COMM	3133EPLC7	FEDERAL FARM CR	Purchase	05/30/2023	FFCB NOTES	24,843,208.33			**-24,843,208.33**
43212	COMM	437927AC0	HAROT 4.93% MAT	Purchase	05/30/2023	HONDA AUTO	17,997,084.00			**-17,997,084.00**
43209	COMM	5148X1SX2	LANDES DISC NOTE	Purchase	05/30/2023	LANDES	124,982,430.55			**-124,982,430.55**
43210	COMM	63873KSX6	NATXNY DISC NOTE	Purchase	05/30/2023	NATIXIS NY	49,992,986.11			**-49,992,986.11**
43213	COMM	637639AJ4	NATIONAL SECS	Purchase	05/30/2023	NATIONAL SECS	4,998,100.00			**-4,998,100.00**
43205	COMM	16536JSW8	CHES DISC NOTE	Redemption	05/30/2023	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43206	COMM	5148X1SW4	LANDES DISC NOTE	Redemption	05/30/2023	LANDES		125,000,000.00		**125,000,000.00**
43207	COMM	63873KSW8	NATXNY DISC NOTE	Redemption	05/30/2023	NATIXIS NY		50,000,000.00		**50,000,000.00**
40506	COMM	3134GVVX3	FEDERAL HOME LN	Interest	05/30/2023	FHLMC NOTES			22,500.00	**22,500.00**
40773	COMM	459058JM6	IBRD 0.25% MAT	Interest	05/30/2023	INTL BANK RECON &			15,312.50	**15,312.50**
40774	COMM	3135G06H1	FNMA 0.25% MAT	Interest	05/30/2023	FNMA NOTES			56,250.00	**56,250.00**
40783	COMM	3134GXDK7	FEDERAL HOME LN	Interest	05/30/2023	FHLMC NOTES			48,750.00	**48,750.00**
42728	COMM	3130ATW45	FHLB 5.05% MAT	Interest	05/30/2023	FHLB NOTES			757,500.00	**757,500.00**
42729	COMM	31422XR20	FAMCA 5.05% MAT	Interest	05/30/2023	FARMER MAC			631,250.00	**631,250.00**
		Totals for 05/30/2023					**297,803,225.65**	**250,000,000.00**	**1,531,562.50**	**-46,271,663.15**
43214	COMM	16536JT15	CHES DISC NOTE	Purchase	05/31/2023	CHESHAM FINANCE	74,989,416.66			**-74,989,416.66**
43215	COMM	5148X1T11	LANDES DISC NOTE	Purchase	05/31/2023	LANDES	124,982,430.55			**-124,982,430.55**
43208	COMM	16536JSX6	CHES DISC NOTE	Redemption	05/31/2023	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43209	COMM	5148X1SX2	LANDES DISC NOTE	Redemption	05/31/2023	LANDES		125,000,000.00		**125,000,000.00**
43210	COMM	63873KSX6	NATXNY DISC NOTE	Redemption	05/31/2023	NATIXIS NY		50,000,000.00		**50,000,000.00**
41075	COMM	912828ZT0	UNITED STATES	Interest	05/31/2023	U.S. TREASURY			37,500.00	**37,500.00**
41550	COMM	9128286X3	UNITED STATES	Interest	05/31/2023	U.S. TREASURY			265,625.00	**265,625.00**
		Totals for 05/31/2023					**199,971,847.21**	**250,000,000.00**	**303,125.00**	**50,331,277.79**
43216	COMM	16536JT23	CHES DISC NOTE	Purchase	06/01/2023	CHESHAM FINANCE	74,989,416.66			**-74,989,416.66**
43217	COMM	5148X1T29	LANDES DISC NOTE	Purchase	06/01/2023	LANDES	124,982,430.55			**-124,982,430.55**
43218	COMM	63873KT23	NATXNY DISC NOTE	Purchase	06/01/2023	NATIXIS NY	49,992,986.11			**-49,992,986.11**
40805	COMM	3134GXEX8	FEDERAL HOME LN	Redemption	06/01/2023	FHLMC NOTES		21,325,000.00		**21,325,000.00**
43214	COMM	16536JT15	CHES DISC NOTE	Redemption	06/01/2023	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43215	COMM	5148X1T11	LANDES DISC NOTE	Redemption	06/01/2023	LANDES		125,000,000.00		**125,000,000.00**
40805	COMM	3134GXEX8	FEDERAL HOME LN	Interest	06/01/2023	FHLMC NOTES			26,656.25	**26,656.25**
42735	COMM	023135CP9	AMAZON COM INC,	Interest	06/01/2023	AMAZON			1,137,500.00	**1,137,500.00**
		Totals for 06/01/2023					**249,964,833.32**	**221,325,000.00**	**1,164,156.25**	**-27,475,677.07**
43220	COMM	16536JT56	CHES DISC NOTE	Purchase	06/02/2023	CHESHAM FINANCE	74,968,250.00			**-74,968,250.00**
43219	COMM	31422X3H3	FEDERAL AGRIC	Purchase	06/02/2023	FARMER MAC	25,000,000.00			**-25,000,000.00**
43221	COMM	5148X1T52	LANDES DISC NOTE	Purchase	06/02/2023	LANDES	124,947,291.67			**-124,947,291.67**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
43222	COMM	63873KT56	NATXNY DISC NOTE	Purchase	06/02/2023	NATIXIS NY	49,978,958.33			-49,978,958.33
41160	COMM	3130AMRY0	FEDERAL HOME	Redemption	06/02/2023	FHLB NOTES		20,000,000.00		20,000,000.00
43216	COMM	16536JT23	CHES DISC NOTE	Redemption	06/02/2023	CHESHAM FINANCE		75,000,000.00		75,000,000.00
43217	COMM	5148X1T29	LANDES DISC NOTE	Redemption	06/02/2023	LANDES		125,000,000.00		125,000,000.00
43218	COMM	63873KT23	NATXNY DISC NOTE	Redemption	06/02/2023	NATIXIS NY		50,000,000.00		50,000,000.00
40461	COMM	SYS40461	DGCXX 0.%	Redemption	06/02/2023	DREYFUS		200,000,000.00		200,000,000.00
42588	COMM	SYS42588	OPGXX	Redemption	06/02/2023	STATE STREET US		200,000,000.00		200,000,000.00
41160	COMM	3130AMRY0	FEDERAL HOME	Interest	06/02/2023	FHLB NOTES			12,500.00	12,500.00
34292	COMM	SYS34292	MSTI 0.%	Interest	06/02/2023	MORGAN STANLEY			1,010.44	1,010.44
34292	COMM	SYS34292	MSTI 0.%	Purchase	06/02/2023	MORGAN STANLEY	1,010.44			-1,010.44
37590	COMM	SYS37590	JPM TE 0.44%	Interest	06/02/2023	JP MORGAN US			319,624.05	319,624.05
37590	COMM	SYS37590	JPM TE 0.44%	Purchase	06/02/2023	JP MORGAN US	319,624.05			-319,624.05
40461	COMM	SYS40461	DGCXX 0.%	Interest	06/02/2023	DREYFUS			2,122,102.55	2,122,102.55
40461	COMM	SYS40461	DGCXX 0.%	Purchase	06/02/2023	DREYFUS	2,122,102.55			-2,122,102.55
42588	COMM	SYS42588	OPGXX	Interest	06/02/2023	STATE STREET US			1,823,145.74	1,823,145.74
42588	COMM	SYS42588	OPGXX	Purchase	06/02/2023	STATE STREET US	1,823,145.74			-1,823,145.74
		Totals for 06/02/2023					**279,160,382.78**	**670,000,000.00**	**4,278,382.78**	**395,118,000.00**
43223	COMM	16536JT64	CHES DISC NOTE	Purchase	06/05/2023	CHESHAM FINANCE	74,989,416.66			-74,989,416.66
43224	COMM	5148X1T60	LANDES DISC NOTE	Purchase	06/05/2023	LANDES	124,982,430.55			-124,982,430.55
43225	COMM	63873KT64	NATXNY DISC NOTE	Purchase	06/05/2023	NATIXIS NY	49,992,986.11			-49,992,986.11
43220	COMM	16536JT56	CHES DISC NOTE	Redemption	06/05/2023	CHESHAM FINANCE		75,000,000.00		75,000,000.00
43221	COMM	5148X1T52	LANDES DISC NOTE	Redemption	06/05/2023	LANDES		125,000,000.00		125,000,000.00
43222	COMM	63873KT56	NATXNY DISC NOTE	Redemption	06/05/2023	NATIXIS NY		50,000,000.00		50,000,000.00
40508	COMM	3134GVYX0	FEDERAL HOME LN	Interest	06/05/2023	FHLMC NOTES			25,000.00	25,000.00
40509	COMM	3134GVYX0	FEDERAL HOME LN	Interest	06/05/2023	FHLMC NOTES			25,000.00	25,000.00
		Totals for 06/05/2023					**249,964,833.32**	**250,000,000.00**	**50,000.00**	**85,166.68**
43226	COMM	16536JT72	CHES DISC NOTE	Purchase	06/06/2023	CHESHAM FINANCE	74,989,416.66			-74,989,416.66
43227	COMM	5148X1T78	LANDES DISC NOTE	Purchase	06/06/2023	LANDES	124,982,430.55			-124,982,430.55
43228	COMM	63873KT72	NATXNY DISC NOTE	Purchase	06/06/2023	NATIXIS NY	49,992,986.11			-49,992,986.11
42674	COMM	60710RW43	MIZBNK 5.21% MAT	Redemption	06/06/2023	MIZUHO BANK		65,000,000.00		65,000,000.00
43223	COMM	16536JT64	CHES DISC NOTE	Redemption	06/06/2023	CHESHAM FINANCE		75,000,000.00		75,000,000.00
43224	COMM	5148X1T60	LANDES DISC NOTE	Redemption	06/06/2023	LANDES		125,000,000.00		125,000,000.00
43225	COMM	63873KT64	NATXNY DISC NOTE	Redemption	06/06/2023	NATIXIS NY		50,000,000.00		50,000,000.00
41639	COMM	74153WCQ0	PRICOA 1.15% MAT	Interest	06/06/2023	PRICOA Global			115,000.00	115,000.00
42674	COMM	60710RW43	MIZBNK 5.21% MAT	Interest	06/06/2023	MIZUHO BANK			1,975,458.36	1,975,458.36
		Totals for 06/06/2023					**249,964,833.32**	**315,000,000.00**	**2,090,458.36**	**67,125,625.04**
43229	COMM	16536JT80	CHES DISC NOTE	Purchase	06/07/2023	CHESHAM FINANCE	74,989,416.66			-74,989,416.66
43230	COMM	5148X1T86	LANDES DISC NOTE	Purchase	06/07/2023	LANDES	124,982,430.55			-124,982,430.55
43231	COMM	63873KT80	NATXNY DISC NOTE	Purchase	06/07/2023	NATIXIS NY	49,992,986.11			-49,992,986.11

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
43226	COMM	16536JT72	CHES DISC NOTE	Redemption	06/07/2023	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43227	COMM	5148X1T78	LANDES DISC NOTE	Redemption	06/07/2023	LANDES		125,000,000.00		**125,000,000.00**
43228	COMM	63873KT72	NATXNY DISC NOTE	Redemption	06/07/2023	NATIXIS NY		50,000,000.00		**50,000,000.00**
41168	COMM	59217GEN5	MET LI 0.55% MAT	Interest	06/07/2023	MET LIFE GLOBAL			41,250.00	**41,250.00**
42256	COMM	3130AS6Q7	FEDERAL HOME	Interest	06/07/2023	FHLB NOTES			487,500.00	**487,500.00**
42752	COMM	3133EN3S7	FEDERAL FARM CR	Interest	06/07/2023	FFCB NOTES			423,843.75	**423,843.75**
		Totals for 06/07/2023					**249,964,833.32**	**250,000,000.00**	**952,593.75**	**987,760.43**
43232	COMM	16536JT98	CHES DISC NOTE	Purchase	06/08/2023	CHESHAM FINANCE	74,989,416.66			**-74,989,416.66**
43235	COMM	24422EWW5	JOHN DEERE	Purchase	06/08/2023	JOHN DEERE	9,994,400.00			**-9,994,400.00**
43233	COMM	5148X1T94	LANDES DISC NOTE	Purchase	06/08/2023	LANDES	124,982,430.55			**-124,982,430.55**
43234	COMM	63873KT98	NATXNY DISC NOTE	Purchase	06/08/2023	NATIXIS NY	49,992,986.11			**-49,992,986.11**
41824	COMM	59217GEH8	MET LI 0.9% MAT	Redemption	06/08/2023	MET LIFE GLOBAL		19,048,000.00		**19,048,000.00**
43229	COMM	16536JT80	CHES DISC NOTE	Redemption	06/08/2023	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43230	COMM	5148X1T86	LANDES DISC NOTE	Redemption	06/08/2023	LANDES		125,000,000.00		**125,000,000.00**
43231	COMM	63873KT80	NATXNY DISC NOTE	Redemption	06/08/2023	NATIXIS NY		50,000,000.00		**50,000,000.00**
39069	COMM	3130A0F70	FEDERAL HOME	Interest	06/08/2023	FHLB NOTES			168,750.00	**168,750.00**
39106	COMM	3130A0F70	FEDERAL HOME	Interest	06/08/2023	FHLB NOTES			59,062.50	**59,062.50**
40811	COMM	3133EMJV5	FFCB FLOAT MAT	Interest	06/08/2023	FFCB NOTES			572,475.00	**572,475.00**
41824	COMM	59217GEH8	MET LI 0.9% MAT	Interest	06/08/2023	MET LIFE GLOBAL			85,716.00	**85,716.00**
42645	COMM	3130ATPW1	FEDERAL HOME	Interest	06/08/2023	FHLB NOTES			580,312.24	**580,312.24**
42645	COMM	3130ATPW1	FEDERAL HOME	Accr Int	06/08/2023	FHLB NOTES		22,807.03	-22,807.03	**0.00**
42785	COMM	06417MQ32	BANK OF NOVA	Interest	06/08/2023	BANK OF NOVA			906,551.36	**906,551.36**
		Totals for 06/08/2023					**259,959,233.32**	**269,070,807.03**	**2,350,060.07**	**11,461,633.78**
43236	COMM	16536JTC1	CHES DISC NOTE	Purchase	06/09/2023	CHESHAM FINANCE	74,968,250.00			**-74,968,250.00**
43239	COMM	3133EPMF9	FEDERAL FARM CR	Purchase	06/09/2023	FFCB NOTES	15,000,000.00			**-15,000,000.00**
43237	COMM	5148X1TC7	LANDES DISC NOTE	Purchase	06/09/2023	LANDES	124,947,291.67			**-124,947,291.67**
43238	COMM	63873KTC1	NATXNY DISC NOTE	Purchase	06/09/2023	NATIXIS NY	49,978,958.33			**-49,978,958.33**
39559	COMM	3133834G3	FEDERAL HOME	Redemption	06/09/2023	FHLB NOTES		10,000,000.00		**10,000,000.00**
39592	COMM	3133834G3	FEDERAL HOME	Redemption	06/09/2023	FHLB NOTES		10,000,000.00		**10,000,000.00**
39665	COMM	3133834G3	FEDERAL HOME	Redemption	06/09/2023	FHLB NOTES		21,505,000.00		**21,505,000.00**
43232	COMM	16536JT98	CHES DISC NOTE	Redemption	06/09/2023	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43233	COMM	5148X1T94	LANDES DISC NOTE	Redemption	06/09/2023	LANDES		125,000,000.00		**125,000,000.00**
43234	COMM	63873KT98	NATXNY DISC NOTE	Redemption	06/09/2023	NATIXIS NY		50,000,000.00		**50,000,000.00**
39559	COMM	3133834G3	FEDERAL HOME	Interest	06/09/2023	FHLB NOTES			106,250.00	**106,250.00**
39592	COMM	3133834G3	FEDERAL HOME	Interest	06/09/2023	FHLB NOTES			106,250.00	**106,250.00**
39665	COMM	3133834G3	FEDERAL HOME	Interest	06/09/2023	FHLB NOTES			228,490.63	**228,490.63**
41174	COMM	64952WED1	NEW YORK LIFE	Interest	06/09/2023	NEW YORK LIFE			115,000.00	**115,000.00**
41825	COMM	64952WED1	NEW YORK LIFE	Interest	06/09/2023	NEW YORK LIFE			54,308.75	**54,308.75**
		Totals for 06/09/2023					**264,894,500.00**	**291,505,000.00**	**610,299.38**	**27,220,799.38**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
43240	COMM	16536JTD9	CHES DISC NOTE	Purchase	06/12/2023	CHESHAM FINANCE	74,989,416.66			**-74,989,416.66**
43243	COMM	3137FHQ22	FHLMCM 3.37% MAT	Purchase	06/12/2023	FHLMC	13,194,362.45			**-13,194,362.45**
43241	COMM	5148X1TD5	LANDES DISC NOTE	Purchase	06/12/2023	LANDES	124,982,430.55			**-124,982,430.55**
43242	COMM	63873KTD9	NATXNY DISC NOTE	Purchase	06/12/2023	NATIXIS NY	49,992,986.11			**-49,992,986.11**
43236	COMM	16536JTC1	CHES DISC NOTE	Redemption	06/12/2023	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43237	COMM	5148X1TC7	LANDES DISC NOTE	Redemption	06/12/2023	LANDES		125,000,000.00		**125,000,000.00**
43238	COMM	63873KTC1	NATXNY DISC NOTE	Redemption	06/12/2023	NATIXIS NY		50,000,000.00		**50,000,000.00**
41327	COMM	3133ELG99	FEDERAL FARM CR	Interest	06/12/2023	FFCB NOTES			14,671.88	**14,671.88**
41376	COMM	3130AN4T4	FEDERAL HOME	Interest	06/12/2023	FHLB NOTES			43,750.00	**43,750.00**
41209	COMM	14687TAC1	CRVNA 0.49% MAT	Interest	06/12/2023	CARVANA AUTO			3,837.92	**3,837.92**
41209	COMM	14687TAC1	CRVNA 0.49% MAT	Redemption	06/12/2023	CARVANA AUTO		805,070.34		**805,070.34**
41406	COMM	14687JAD1	CRVNA 0.38% MAT	Interest	06/12/2023	CARVANA AUTO			59.50	**59.50**
41406	COMM	14687JAD1	CRVNA 0.38% MAT	Redemption	06/12/2023	CARVANA AUTO		187,910.52		**187,910.52**
		Totals for 06/12/2023					**263,159,195.77**	**250,992,980.86**	**62,319.30**	**-12,103,895.61**
43244	COMM	16536JTL1	CHES DISC NOTE	Purchase	06/13/2023	CHESHAM FINANCE	74,925,916.67			**-74,925,916.67**
43245	COMM	5148X1TL7	LANDES DISC NOTE	Purchase	06/13/2023	LANDES	124,876,527.78			**-124,876,527.78**
43246	COMM	63873KTE7	NATXNY DISC NOTE	Purchase	06/13/2023	NATIXIS NY	49,992,986.11			**-49,992,986.11**
43247	COMM	89233GA55	TOYO ZERO CPN	Purchase	06/13/2023	TOYOTA MOTOR	48,432,111.11			**-48,432,111.11**
43248	COMM	92867WAB4	VALET 5.5% MAT	Purchase	06/13/2023	VOLKSWAGEN	17,099,168.94			**-17,099,168.94**
43240	COMM	16536JTD9	CHES DISC NOTE	Redemption	06/13/2023	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43241	COMM	5148X1TD5	LANDES DISC NOTE	Redemption	06/13/2023	LANDES		125,000,000.00		**125,000,000.00**
43242	COMM	63873KTD9	NATXNY DISC NOTE	Redemption	06/13/2023	NATIXIS NY		50,000,000.00		**50,000,000.00**
41653	COMM	3133ENGX2	FFCB FRN MAT	Interest	06/13/2023	FFCB NOTES			126,375.00	**126,375.00**
		Totals for 06/13/2023					**315,326,710.61**	**250,000,000.00**	**126,375.00**	**-65,200,335.61**
43249	COMM	02582JJZ4	AMXCA 4.87% MAT	Purchase	06/14/2023	AMERICAN	18,748,336.88			**-18,748,336.88**
43250	COMM	63873KTF4	NATXNY DISC NOTE	Purchase	06/14/2023	NATIXIS NY	49,992,986.11			**-49,992,986.11**
41180	COMM	3133EMH70	FFCB FLOAT 0.04%	Redemption	06/14/2023	FFCB NOTES		25,000,000.00		**25,000,000.00**
43246	COMM	63873KTE7	NATXNY DISC NOTE	Redemption	06/14/2023	NATIXIS NY		50,000,000.00		**50,000,000.00**
41180	COMM	3133EMH70	FFCB FLOAT 0.04%	Interest	06/14/2023	FFCB NOTES			314,368.06	**314,368.06**
42288	COMM	92826CAD4	VISA INC, SR GLBL	Interest	06/14/2023	VISA			315,000.00	**315,000.00**
42505	COMM	3130AT4D6	FEDERAL HOME	Interest	06/14/2023	FHLB NOTES			337,500.00	**337,500.00**
42718	COMM	3130ATVC8	FEDERAL HOME	Interest	06/14/2023	FHLB NOTES			407,134.95	**407,134.95**
42718	COMM	3130ATVC8	FEDERAL HOME	Accr Int	06/14/2023	FHLB NOTES		30,019.17	-30,019.17	**0.00**
42792	COMM	92826CAD4	VISA INC, SR GLBL	Interest	06/14/2023	VISA			393,750.00	**393,750.00**
42792	COMM	92826CAD4	VISA INC, SR GLBL	Accr Int	06/14/2023	VISA		4,375.00	-4,375.00	**0.00**
		Totals for 06/14/2023					**68,741,322.99**	**75,034,394.17**	**1,733,358.84**	**8,026,430.02**
43251	COMM	63873KTG2	NATXNY DISC NOTE	Purchase	06/15/2023	NATIXIS NY	49,992,986.11			**-49,992,986.11**
43250	COMM	63873KTF4	NATXNY DISC NOTE	Redemption	06/15/2023	NATIXIS NY		50,000,000.00		**50,000,000.00**
40315	COMM	931142DV2	WALMART INC, SR	Interest	06/15/2023	WALMART			370,668.75	**370,668.75**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
40847	COMM	3135GA7F2	FEDERAL NATL MTG	Interest	06/15/2023	FNMA NOTES			69,650.00	**69,650.00**
41978	COMM	740189AM7	PCP 3.25% MAT	Interest	06/15/2023	PRECISION			170,527.50	**170,527.50**
43109	COMM	126149AD5	CPC 7.25% MAT	Interest	06/15/2023	BESTFOODS			568,508.75	**568,508.75**
43109	COMM	126149AD5	CPC 7.25% MAT	Accr Int	06/15/2023	BESTFOODS		407,431.27	-407,431.27	**0.00**
43126	COMM	126149AD5	CPC 7.25% MAT	Interest	06/15/2023	BESTFOODS			163,125.00	**163,125.00**
43126	COMM	126149AD5	CPC 7.25% MAT	Accr Int	06/15/2023	BESTFOODS		118,718.75	-118,718.75	**0.00**
40340	COMM	14043MAC5	COPAR 1.6% MAT	Interest	06/15/2023	CAPITAL ONE			2,686.60	**2,686.60**
40340	COMM	14043MAC5	COPAR 1.6% MAT	Redemption	06/15/2023	CAPITAL ONE		823,388.58		**823,388.58**
40515	COMM	58769VAC4	MBART 0.55% MAT	Interest	06/15/2023	MERCEDES -BENZ			387.55	**387.55**
40515	COMM	58769VAC4	MBART 0.55% MAT	Redemption	06/15/2023	MERCEDES -BENZ		159,697.18		**159,697.18**
40533	COMM	47787NAC3	JDOT 0.51% MAT	Interest	06/15/2023	JOHN DEERE			231.71	**231.71**
40533	COMM	47787NAC3	JDOT 0.51% MAT	Redemption	06/15/2023	JOHN DEERE		129,586.76		**129,586.76**
40930	COMM	89240BAC2	TOYOTA AUTO	Interest	06/15/2023	TOYOTA AUTO REC			1,509.10	**1,509.10**
40930	COMM	89240BAC2	TOYOTA AUTO	Redemption	06/15/2023	TOYOTA AUTO REC		710,131.18		**710,131.18**
40937	COMM	98164EAC9	WOART 0.3% MAT	Interest	06/15/2023	WORLD OMNI AUTO			1,924.80	**1,924.80**
40937	COMM	98164EAC9	WOART 0.3% MAT	Redemption	06/15/2023	WORLD OMNI AUTO		602,913.08		**602,913.08**
40958	COMM	34532NAC9	FORDO 0.3% MAT	Interest	06/15/2023	FORD CREDIT AUTO			2,654.20	**2,654.20**
40958	COMM	34532NAC9	FORDO 0.3% MAT	Redemption	06/15/2023	FORD CREDIT AUTO		984,724.42		**984,724.42**
40991	COMM	47788UAC6	JDOT 0.36% MAT	Interest	06/15/2023	JOHN DEERE			1,406.82	**1,406.82**
40991	COMM	47788UAC6	JDOT 0.36% MAT	Redemption	06/15/2023	JOHN DEERE		309,811.31		**309,811.31**
41111	COMM	44933LAC7	HART 0.38% MAT	Interest	06/15/2023	HYUNDAI AUTO			1,947.23	**1,947.23**
41111	COMM	44933LAC7	HART 0.38% MAT	Redemption	06/15/2023	HYUNDAI AUTO		526,190.24		**526,190.24**
41182	COMM	89190GAC1	TAOT 0.26% MAT	Interest	06/15/2023	TOYOTA AUTO REC			4,849.17	**4,849.17**
41182	COMM	89190GAC1	TAOT 0.26% MAT	Redemption	06/15/2023	TOYOTA AUTO REC		1,647,750.18		**1,647,750.18**
41187	COMM	44891VAC5	HALST 0.33% MAT	Interest	06/15/2023	HYUNDAI AUTO			2,653.36	**2,653.36**
41187	COMM	44891VAC5	HALST 0.33% MAT	Redemption	06/15/2023	HYUNDAI AUTO		2,825,059.91		**2,825,059.91**
41206	COMM	65480BAC1	NAROT 0.33% MAT	Interest	06/15/2023	NISSAN AUTO			8,932.72	**8,932.72**
41206	COMM	65480BAC1	NAROT 0.33% MAT	Redemption	06/15/2023	NISSAN AUTO		2,315,853.00		**2,315,853.00**
41220	COMM	58769KAD6	MBALT 0.4% MAT	Interest	06/15/2023	MERCEDES-BENZ			3,753.17	**3,753.17**
41220	COMM	58769KAD6	MBALT 0.4% MAT	Redemption	06/15/2023	MERCEDES-BENZ		1,346,691.82		**1,346,691.82**
41240	COMM	47789QAC4	JDOT 0.52% MAT	Interest	06/15/2023	JOHN DEERE			3,180.41	**3,180.41**
41240	COMM	47789QAC4	JDOT 0.52% MAT	Redemption	06/15/2023	JOHN DEERE		416,389.54		**416,389.54**
41242	COMM	14041NFW6	COMET 0.55% MAT	Interest	06/15/2023	CAPITAL ONE MULTI			10,770.83	**10,770.83**
41242	COMM	14041NFW6	COMET 0.55% MAT	Redemption	06/15/2023	CAPITAL ONE MULTI		698,824.48		**698,824.48**
41387	COMM	44933MAC5	HALST 0.38% MAT	Interest	06/15/2023	HYUNDAI AUTO			6,546.39	**6,546.39**
41387	COMM	44933MAC5	HALST 0.38% MAT	Redemption	06/15/2023	HYUNDAI AUTO		3,130,900.52		**3,130,900.52**
41389	COMM	58772WAC7	MBART 0.46% MAT	Interest	06/15/2023	MERCEDES -BENZ			7,131.48	**7,131.48**
41389	COMM	58772WAC7	MBART 0.46% MAT	Redemption	06/15/2023	MERCEDES -BENZ		1,208,789.71		**1,208,789.71**
41397	COMM	345329AC0	FORDL 0.37% MAT	Interest	06/15/2023	FORD CREDIT AUTO			4,101.13	**4,101.13**
41397	COMM	345329AC0	FORDL 0.37% MAT	Redemption	06/15/2023	FORD CREDIT AUTO		3,351,655.80		**3,351,655.80**
41402	COMM	254683CP8	DCENT 0.58% MAT	Interest	06/15/2023	DISCOVER CARD			9,666.66	**9,666.66**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
41402	COMM	254683CP8	DCENT 0.58% MAT	Redemption	06/15/2023	DISCOVER CARD		564,799.06		**564,799.06**
41476	COMM	14044CAC6	COPAR 0.77% MAT	Interest	06/15/2023	CAPITAL ONE			8,983.34	**8,983.34**
41476	COMM	14044CAC6	COPAR 0.77% MAT	Redemption	06/15/2023	CAPITAL ONE		392,003.34		**392,003.34**
41521	COMM	89238JAC9	TAOT 0.71% MAT	Interest	06/15/2023	TOYOTA AUTO REC			6,804.17	**6,804.17**
41521	COMM	89238JAC9	TAOT 0.71% MAT	Redemption	06/15/2023	TOYOTA AUTO REC		361,288.90		**361,288.90**
41529	COMM	02582JJR2	AMXCA 0.9% MAT	Interest	06/15/2023	AMERICAN			24,375.00	**24,375.00**
41529	COMM	02582JJR2	AMXCA 0.9% MAT	Redemption	06/15/2023	AMERICAN		846,199.04		**846,199.04**
41612	COMM	14041NFY2	CAPITAL ONE MULTI	Interest	06/15/2023	CAPITAL ONE MULTI			31,200.01	**31,200.01**
41612	COMM	14041NFY2	CAPITAL ONE MULTI	Redemption	06/15/2023	CAPITAL ONE MULTI		935,325.37		**935,325.37**
41766	COMM	44891WAC3	HALST 1.16% MAT	Interest	06/15/2023	HYUNDAI AUTO			12,808.34	**12,808.34**
41766	COMM	44891WAC3	HALST 1.16% MAT	Redemption	06/15/2023	HYUNDAI AUTO		692,671.50		**692,671.50**
41776	COMM	345286AC2	FORDO 1.29% MAT	Interest	06/15/2023	FORD CREDIT AUTO			12,900.00	**12,900.00**
41776	COMM	345286AC2	FORDO 1.29% MAT	Redemption	06/15/2023	FORD CREDIT AUTO		351,675.59		**351,675.59**
41797	COMM	89239KAC5	TAOT 1.23% MAT	Interest	06/15/2023	TOYOTA AUTO REC			13,325.00	**13,325.00**
41797	COMM	89239KAC5	TAOT 1.23% MAT	Redemption	06/15/2023	TOYOTA AUTO REC		381,273.44		**381,273.44**
41855	COMM	43815BAC4	HAROT 1.88% MAT	Interest	06/15/2023	HONDA AUTO			36,033.34	**36,033.34**
41855	COMM	43815BAC4	HAROT 1.88% MAT	Redemption	06/15/2023	HONDA AUTO		682,008.64		**682,008.64**
41856	COMM	65479QAC1	NAROT 1.86% MAT	Interest	06/15/2023	NISSAN AUTO			26,815.00	**26,815.00**
41856	COMM	65479QAC1	NAROT 1.86% MAT	Redemption	06/15/2023	NISSAN AUTO		465,163.31		**465,163.31**
41910	COMM	47787JAC2	JDOT 2.32% MAT	Interest	06/15/2023	JOHN DEERE			19,333.33	**19,333.33**
41910	COMM	47787JAC2	JDOT 2.32% MAT	Redemption	06/15/2023	JOHN DEERE		259,297.44		**259,297.44**
41919	COMM	02589BAA8	AMXCA 2.21% MAT	Interest	06/15/2023	AMERICAN			35,912.51	**35,912.51**
41919	COMM	02589BAA8	AMXCA 2.21% MAT	Redemption	06/15/2023	AMERICAN		454,979.60		**454,979.60**
41952	COMM	14041NFZ9	COMET 2.8% MAT	Interest	06/15/2023	CAPITAL ONE MULTI			44,333.33	**44,333.33**
41952	COMM	14041NFZ9	COMET 2.8% MAT	Redemption	06/15/2023	CAPITAL ONE MULTI		435,708.29		**435,708.29**
42020	COMM	98163NAC0	WOLS 3.21% MAT	Interest	06/15/2023	WORLD OMNI			8,025.00	**8,025.00**
42020	COMM	98163NAC0	WOLS 3.21% MAT	Redemption	06/15/2023	WORLD OMNI		139,331.54		**139,331.54**
42040	COMM	41284YAD8	HDMOT 3.06% MAT	Interest	06/15/2023	HARLEY-DAVIDSON			63,750.00	**63,750.00**
42040	COMM	41284YAD8	HDMOT 3.06% MAT	Redemption	06/15/2023	HARLEY-DAVIDSON		582,754.86		**582,754.86**
42066	COMM	34528LAD7	FORDL 3.23% MAT	Interest	06/15/2023	FORD CREDIT AUTO			80,750.01	**80,750.01**
42066	COMM	34528LAD7	FORDL 3.23% MAT	Redemption	06/15/2023	FORD CREDIT AUTO		1,279,636.42		**1,279,636.42**
42084	COMM	14317HAC5	CARMX 3.49% MAT	Interest	06/15/2023	CARMAX AUTO			52,349.99	**52,349.99**
42084	COMM	14317HAC5	CARMX 3.49% MAT	Redemption	06/15/2023	CARMAX AUTO		407,901.67		**407,901.67**
42116	COMM	14043QAC6	COPAR 3.17% MAT	Interest	06/15/2023	CAPITAL ONE			39,625.01	**39,625.01**
42116	COMM	14043QAC6	COPAR 3.17% MAT	Redemption	06/15/2023	CAPITAL ONE		332,330.11		**332,330.11**
42182	COMM	02008JAC0	ALLYA 3.31% MAT	Interest	06/15/2023	ALLY AUTO			81,370.82	**81,370.82**
42182	COMM	02008JAC0	ALLYA 3.31% MAT	Redemption	06/15/2023	ALLY AUTO		710,244.45		**710,244.45**
42184	COMM	44934LAD4	HALST 3.35% MAT	Interest	06/15/2023	HYUNDAI AUTO			106,083.35	**106,083.35**
42184	COMM	44934LAD4	HALST 3.35% MAT	Redemption	06/15/2023	HYUNDAI AUTO		1,491,293.19		**1,491,293.19**
42202	COMM	02582JJT8	AMXCA 3.39% MAT	Interest	06/15/2023	AMERICAN			98,875.00	**98,875.00**
42202	COMM	02582JJT8	AMXCA 3.39% MAT	Redemption	06/15/2023	AMERICAN		742,120.72		**742,120.72**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
42879	COMM	58770AAC7	MBART 4.51% MAT	Interest	06/15/2023	MERCEDES -BENZ			49,797.91	**49,797.91**
42879	COMM	58770AAC7	MBART 4.51% MAT	Redemption	06/15/2023	MERCEDES -BENZ		232,651.29		**232,651.29**
42890	COMM	891940AC2	TAOT 4.63% MAT	Interest	06/15/2023	TOYOTA AUTO REC			81,024.99	**81,024.99**
42890	COMM	891940AC2	TAOT 4.63% MAT	Redemption	06/15/2023	TOYOTA AUTO REC		382,738.00		**382,738.00**
42944	COMM	14043KAH8	COPAR 4.87% MAT	Interest	06/15/2023	CAPITAL ONE			43,627.08	**43,627.08**
42944	COMM	14043KAH8	COPAR 4.87% MAT	Redemption	06/15/2023	CAPITAL ONE		175,050.99		**175,050.99**
42945	COMM	41285JAD0	HDMOT 5.05% MAT	Interest	06/15/2023	HARLEY-DAVIDSON			54,708.33	**54,708.33**
42945	COMM	41285JAD0	HDMOT 5.05% MAT	Redemption	06/15/2023	HARLEY-DAVIDSON		219,094.19		**219,094.19**
43065	COMM	448979AD6	HART 4.58% MAT	Interest	06/15/2023	HYUNDAI AUTO			38,166.67	**38,166.67**
43065	COMM	448979AD6	HART 4.58% MAT	Redemption	06/15/2023	HYUNDAI AUTO		197,912.68		**197,912.68**
43089	COMM	254683CW3	DCENT 3.56% MAT	Interest	06/15/2023	DISCOVER CARD			147,517.52	**147,517.52**
43089	COMM	254683CW3	DCENT 3.56% MAT	Redemption	06/15/2023	DISCOVER CARD		983,999.08		**983,999.08**
43117	COMM	12664QAB0	CNH 5.34% MAT	Interest	06/15/2023	CNH EQUIPMENT			93,450.00	**93,450.00**
43117	COMM	12664QAB0	CNH 5.34% MAT	Redemption	06/15/2023	CNH EQUIPMENT		487,642.50		**487,642.50**
43130	COMM	65480WAD3	NAROT 4.91% MAT	Interest	06/15/2023	NISSAN AUTO			126,841.68	**126,841.68**
43130	COMM	65480WAD3	NAROT 4.91% MAT	Redemption	06/15/2023	NISSAN AUTO		524,243.70		**524,243.70**
43201	COMM	58768RAC4	MBALT 4.74% MAT	Interest	06/15/2023	MERCEDES-BENZ			88,480.00	**88,480.00**
43201	COMM	58768RAC4	MBALT 4.74% MAT	Redemption	06/15/2023	MERCEDES-BENZ		672,537.81		**672,537.81**
43212	COMM	437927AC0	HAROT 4.93% MAT	Interest	06/15/2023	HONDA AUTO			36,975.01	**36,975.01**
43212	COMM	437927AC0	HAROT 4.93% MAT	Redemption	06/15/2023	HONDA AUTO		301,309.98		**301,309.98**
		Totals for 06/15/2023					**49,992,986.11**	**88,399,694.43**	**2,454,905.05**	**40,861,613.37**
43252	COMM	63873KTL1	NATXNY DISC NOTE	Purchase	06/16/2023	NATIXIS NY	49,971,944.44			**-49,971,944.44**
42790	COMM	79490BTG1	SALREC DISC NOTE	Redemption	06/16/2023	SALISBURY REC CO		50,000,000.00		**50,000,000.00**
43251	COMM	63873KTG2	NATXNY DISC NOTE	Redemption	06/16/2023	NATIXIS NY		50,000,000.00		**50,000,000.00**
42009	COMM	362585AC5	GMCAR 3.1% MAT	Interest	06/16/2023	GM FINANCIAL			29,708.35	**29,708.35**
42009	COMM	362585AC5	GMCAR 3.1% MAT	Redemption	06/16/2023	GM FINANCIAL		267,876.25		**267,876.25**
		Totals for 06/16/2023					**49,971,944.44**	**100,267,876.25**	**29,708.35**	**50,325,640.16**
43253	COMM	16536JTM9	CHES DISC NOTE	Purchase	06/20/2023	CHESHAM FINANCE	74,989,416.66			**-74,989,416.66**
43254	COMM	5148X1TM5	LANDES DISC NOTE	Purchase	06/20/2023	LANDES	124,982,430.55			**-124,982,430.55**
43255	COMM	63873KTM9	NATXNY DISC NOTE	Purchase	06/20/2023	NATIXIS NY	49,992,986.11			**-49,992,986.11**
43244	COMM	16536JTL1	CHES DISC NOTE	Redemption	06/20/2023	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43245	COMM	5148X1TL7	LANDES DISC NOTE	Redemption	06/20/2023	LANDES		125,000,000.00		**125,000,000.00**
43252	COMM	63873KTL1	NATXNY DISC NOTE	Redemption	06/20/2023	NATIXIS NY		50,000,000.00		**50,000,000.00**
40514	COMM	3135G04Z3	FNMA 0.5% MAT	Interest	06/20/2023	FNMA NOTES			50,000.00	**50,000.00**
40635	COMM	3135G04Z3	FNMA 0.5% MAT	Interest	06/20/2023	FNMA NOTES			37,500.00	**37,500.00**
40684	COMM	45906M2B6	International Bank for	Interest	06/20/2023	INTL BANK RECON &			349,500.00	**349,500.00**
41094	COMM	3135G04Z3	FNMA 0.5% MAT	Interest	06/20/2023	FNMA NOTES			59,257.50	**59,257.50**
41694	COMM	3130AQF40	FEDERAL HOME	Interest	06/20/2023	FHLB NOTES			75,000.00	**75,000.00**
41873	COMM	59217GBY4	MET LI 3.45% MAT	Interest	06/20/2023	MET LIFE GLOBAL			146,625.00	**146,625.00**
41964	COMM	3135G06L2	FEDERAL NATL MTG	Interest	06/20/2023	FNMA NOTES			87,500.00	**87,500.00**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
42304	COMM	3133ENZG8	FEDERAL FARM CR	Interest	06/20/2023	FFCB NOTES			337,500.00	**337,500.00**
40549	COMM	92290BAA9	VERIZON OWNER	Interest	06/20/2023	VERIZON OWNER			2,247.63	**2,247.63**
40549	COMM	92290BAA9	VERIZON OWNER	Redemption	06/20/2023	VERIZON OWNER		1,708,917.01		**1,708,917.01**
40712	COMM	92348CAA9	VZOT 0.41% MAT	Interest	06/20/2023	VERIZON OWNER			2,189.69	**2,189.69**
40712	COMM	92348CAA9	VZOT 0.41% MAT	Redemption	06/20/2023	VERIZON OWNER		1,442,746.03		**1,442,746.03**
41089	COMM	89238EAC0	TLOT 0.39% MAT	Interest	06/20/2023	TOYOTA LEASE			1,045.37	**1,045.37**
41089	COMM	89238EAC0	TLOT 0.39% MAT	Redemption	06/20/2023	TOYOTA LEASE		1,523,390.41		**1,523,390.41**
41207	COMM	80286DAC2	SRT 0.51% MAT	Interest	06/20/2023	SANTANDER RETAIL			4,858.62	**4,858.62**
41207	COMM	80286DAC2	SRT 0.51% MAT	Redemption	06/20/2023	SANTANDER RETAIL		1,452,717.15		**1,452,717.15**
41321	COMM	43815EAC8	HAROT 0.41% MAT	Interest	06/20/2023	HONDA AUTO			5,506.51	**5,506.51**
41321	COMM	43815EAC8	HAROT 0.41% MAT	Redemption	06/20/2023	HONDA AUTO		1,088,571.78		**1,088,571.78**
41391	COMM	80286CAC4	SRT 0.5% MAT	Interest	06/20/2023	SANTANDER RETAIL			1,967.73	**1,967.73**
41391	COMM	80286CAC4	SRT 0.5% MAT	Redemption	06/20/2023	SANTANDER RETAIL		825,993.84		**825,993.84**
41780	COMM	92348KAL7	VZMT 1.04% MAT	Interest	06/20/2023	VERIZON MASTER			18,200.01	**18,200.01**
41780	COMM	92348KAL7	VZMT 1.04% MAT	Redemption	06/20/2023	VERIZON MASTER		527,523.35		**527,523.35**
41867	COMM	89238LAC4	TLOT 1.96% MAT	Interest	06/20/2023	TOYOTA LEASE			31,033.33	**31,033.33**
41867	COMM	89238LAC4	TLOT 1.96% MAT	Redemption	06/20/2023	TOYOTA LEASE		938,941.01		**938,941.01**
42119	COMM	23292GAC7	DLLST 3.4% MAT	Interest	06/20/2023	DLLST LLC			32,583.33	**32,583.33**
42119	COMM	23292GAC7	DLLST 3.4% MAT	Redemption	06/20/2023	DLLST LLC		558,108.55		**558,108.55**
42152	COMM	36266FAC3	GMALT 3.42% MAT	Interest	06/20/2023	GM FIN'CL AUTO			45,600.00	**45,600.00**
42152	COMM	36266FAC3	GMALT 3.42% MAT	Redemption	06/20/2023	GM FIN'CL AUTO		652,044.60		**652,044.60**
42214	COMM	92348KAP8	VZMT 3.01% MAT	Interest	06/20/2023	VERIZON MASTER			84,029.16	**84,029.16**
42214	COMM	92348KAP8	VZMT 3.01% MAT	Redemption	06/20/2023	VERIZON MASTER		729,618.45		**729,618.45**
43090	COMM	89239MAC1	TLOT 4.93% MAT	Interest	06/20/2023	TOYOTA LEASE			90,383.33	**90,383.33**
43090	COMM	89239MAC1	TLOT 4.93% MAT	Redemption	06/20/2023	TOYOTA LEASE		592,798.31		**592,798.31**
43120	COMM	92348KBL6	VZMT 4.89% MAT	Interest	06/20/2023	VERIZON MASTER			163,000.00	**163,000.00**
43120	COMM	92348KBL6	VZMT 4.89% MAT	Redemption	06/20/2023	VERIZON MASTER		614,250.00		**614,250.00**
43248	COMM	92867WAB4	VALET 5.5% MAT	Interest	06/20/2023	VOLKSWAGEN			18,287.49	**18,287.49**
43248	COMM	92867WAB4	VALET 5.5% MAT	Redemption	06/20/2023	VOLKSWAGEN		354,428.77		**354,428.77**
		Totals for 06/20/2023					**249,964,833.32**	**263,010,049.26**	**1,643,814.70**	**14,689,030.64**
43256	COMM	16536JTN7	CHES DISC NOTE	Purchase	06/21/2023	CHESHAM FINANCE	74,989,416.66			**-74,989,416.66**
43257	COMM	5148X1TN3	LANDES DISC NOTE	Purchase	06/21/2023	LANDES	124,982,430.55			**-124,982,430.55**
43258	COMM	63873KTN7	NATXNY DISC NOTE	Purchase	06/21/2023	NATIXIS NY	49,992,986.11			**-49,992,986.11**
43253	COMM	16536JTM9	CHES DISC NOTE	Redemption	06/21/2023	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43254	COMM	5148X1TM5	LANDES DISC NOTE	Redemption	06/21/2023	LANDES		125,000,000.00		**125,000,000.00**
43255	COMM	63873KTM9	NATXNY DISC NOTE	Redemption	06/21/2023	NATIXIS NY		50,000,000.00		**50,000,000.00**
40346	COMM	43813RAC1	HAROT 1.61% MAT	Interest	06/21/2023	HONDA AUTO			982.94	**982.94**
40346	COMM	43813RAC1	HAROT 1.61% MAT	Redemption	06/21/2023	HONDA AUTO		565,284.09		**565,284.09**
40965	COMM	43813GAC5	HAROT 0.27% MAT	Interest	06/21/2023	HONDA AUTO			1,195.21	**1,195.21**
40965	COMM	43813GAC5	HAROT 0.27% MAT	Redemption	06/21/2023	HONDA AUTO		561,292.62		**561,292.62**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
41554	COMM	43815GAC3	HAROT 0.88% MAT	Interest	06/21/2023	HONDA AUTO			10,266.66	**10,266.66**
41554	COMM	43815GAC3	HAROT 0.88% MAT	Redemption	06/21/2023	HONDA AUTO		476,177.30		**476,177.30**
42950	COMM	43815JAC7	HAROT 5.04% MAT	Interest	06/21/2023	HONDA AUTO			54,600.00	**54,600.00**
42950	COMM	43815JAC7	HAROT 5.04% MAT	Redemption	06/21/2023	HONDA AUTO		259,254.53		**259,254.53**
		Totals for 06/21/2023					**249,964,833.32**	**251,862,008.54**	**67,044.81**	**1,964,220.03**
43259	COMM	16536JTP2	CHES DISC NOTE	Purchase	06/22/2023	CHESHAM FINANCE	74,989,416.66			**-74,989,416.66**
43260	COMM	5148X1TP8	LANDES DISC NOTE	Purchase	06/22/2023	LANDES	124,982,430.55			**-124,982,430.55**
43261	COMM	63873KTP2	NATXNY DISC NOTE	Purchase	06/22/2023	NATIXIS NY	49,992,986.11			**-49,992,986.11**
43256	COMM	16536JTN7	CHES DISC NOTE	Redemption	06/22/2023	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43257	COMM	5148X1TN3	LANDES DISC NOTE	Redemption	06/22/2023	LANDES		125,000,000.00		**125,000,000.00**
43258	COMM	63873KTN7	NATXNY DISC NOTE	Redemption	06/22/2023	NATIXIS NY		50,000,000.00		**50,000,000.00**
41695	COMM	3133ENJC5	FFCB 1.29% MAT	Interest	06/22/2023	FFCB NOTES			77,400.00	**77,400.00**
41696	COMM	3133ENJC5	FFCB 1.29% MAT	Interest	06/22/2023	FFCB NOTES			77,400.00	**77,400.00**
		Totals for 06/22/2023					**249,964,833.32**	**250,000,000.00**	**154,800.00**	**189,966.68**
43262	COMM	16536JTS6	CHES DISC NOTE	Purchase	06/23/2023	CHESHAM FINANCE	74,968,250.00			**-74,968,250.00**
43263	COMM	5148X1TS2	LANDES DISC NOTE	Purchase	06/23/2023	LANDES	124,947,291.67			**-124,947,291.67**
43264	COMM	63873KTS6	NATXNY DISC NOTE	Purchase	06/23/2023	NATIXIS NY	49,978,958.33			**-49,978,958.33**
42646	COMM	46640QTP6	JPMSCC ZERO CPN	Redemption	06/23/2023	JP MORGAN		65,000,000.00		**65,000,000.00**
43075	COMM	06367D5R2	BANK MONTREAL	Redemption	06/23/2023	BANK OF		60,000,000.00		**60,000,000.00**
43259	COMM	16536JTP2	CHES DISC NOTE	Redemption	06/23/2023	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43260	COMM	5148X1TP8	LANDES DISC NOTE	Redemption	06/23/2023	LANDES		125,000,000.00		**125,000,000.00**
43261	COMM	63873KTP2	NATXNY DISC NOTE	Redemption	06/23/2023	NATIXIS NY		50,000,000.00		**50,000,000.00**
40870	COMM	3133EMLP5	FEDERAL FARM CR	Interest	06/23/2023	FFCB NOTES			24,000.00	**24,000.00**
42109	COMM	3134GXHX5	FEDERAL HOME LN	Interest	06/23/2023	FHLMC NOTES			63,750.00	**63,750.00**
43075	COMM	06367D5R2	BANK MONTREAL	Interest	06/23/2023	BANK OF			559,450.02	**559,450.02**
		Totals for 06/23/2023					**249,894,500.00**	**375,000,000.00**	**647,200.02**	**125,752,700.02**
43265	COMM	16536JTT4	CHES DISC NOTE	Purchase	06/26/2023	CHESHAM FINANCE	74,989,416.66			**-74,989,416.66**
43268	COMM	3140LJX68	FNMAM 4.225% MAT	Purchase	06/26/2023	FNMA	23,105,768.68			**-23,105,768.68**
43269	COMM	46640PCK7	JPMSCC ZERO CPN	Purchase	06/26/2023	JP MORGAN	47,960,416.67			**-47,960,416.67**
43266	COMM	5148X1TT0	LANDES DISC NOTE	Purchase	06/26/2023	LANDES	124,982,430.55			**-124,982,430.55**
43267	COMM	63873KTT4	NATXNY DISC NOTE	Purchase	06/26/2023	NATIXIS NY	49,992,986.11			**-49,992,986.11**
39639	COMM	3133EKSN7	FFCB 1.77% MAT	Redemption	06/26/2023	FFCB NOTES		10,000,000.00		**10,000,000.00**
39996	COMM	931142EK5	WALMART INC, SR	Redemption	06/26/2023	WALMART		10,000,000.00		**10,000,000.00**
43262	COMM	16536JTS6	CHES DISC NOTE	Redemption	06/26/2023	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43263	COMM	5148X1TS2	LANDES DISC NOTE	Redemption	06/26/2023	LANDES		125,000,000.00		**125,000,000.00**
43264	COMM	63873KTS6	NATXNY DISC NOTE	Redemption	06/26/2023	NATIXIS NY		50,000,000.00		**50,000,000.00**
39639	COMM	3133EKSN7	FFCB 1.77% MAT	Interest	06/26/2023	FFCB NOTES			88,500.00	**88,500.00**
39996	COMM	931142EK5	WALMART INC, SR	Interest	06/26/2023	WALMART			170,000.00	**170,000.00**
40614	COMM	31422BR36	FAMCA FRN MAT	Interest	06/26/2023	FARMER MAC			457,780.54	**457,780.54**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
43110	COMM	141781CA0	CARGILL INC, SR	Interest	06/26/2023	CARGILL INC			75,000.00	**75,000.00**
43118	COMM	141781CA0	CARGILL INC, SR	Interest	06/26/2023	CARGILL INC			208,875.00	**208,875.00**
43118	COMM	141781CA0	CARGILL INC, SR	Accr Int	06/26/2023	CARGILL INC		3,481.25	-3,481.25	**0.00**
38854	COMM	3137B4WB8	FHLMCM 3.06% MAT	Interest	06/26/2023	FHLMC			5,908.16	**5,908.16**
38854	COMM	3137B4WB8	FHLMCM 3.06% MAT	Redemption	06/26/2023	FHLMC		2,063,132.10		**2,063,132.10**
38864	COMM	3137B5JM6	FHLMCM 3.531%	Interest	06/26/2023	FHLMC			20,414.22	**20,414.22**
38864	COMM	3137B5JM6	FHLMCM 3.531%	Redemption	06/26/2023	FHLMC		2,816,039.40		**2,816,039.40**
39026	COMM	3137B5KW2	FHLMCM 3.458%	Interest	06/26/2023	FHLMC			20,665.71	**20,665.71**
39026	COMM	3137B5KW2	FHLMCM 3.458%	Redemption	06/26/2023	FHLMC		2,269,810.50		**2,269,810.50**
39319	COMM	3138LGKH8	FNMAM 2.47% MAT	Interest	06/26/2023	FNMA			53,173.61	**53,173.61**
39319	COMM	3138LGKH8	FNMAM 2.47% MAT	Redemption	06/26/2023	FNMA		3,164,938.14		**3,164,938.14**
39587	COMM	3138LEYD7	FNMAM 1.97% MAT	Interest	06/26/2023	FNMA			29,467.83	**29,467.83**
39587	COMM	3138LEYD7	FNMAM 1.97% MAT	Redemption	06/26/2023	FNMA		34,308.10		**34,308.10**
39654	COMM	3137BP4J5	FNMAM 2.446% MAT	Interest	06/26/2023	FHLMC			21,730.37	**21,730.37**
39654	COMM	3137BP4J5	FNMAM 2.446% MAT	Redemption	06/26/2023	FHLMC		285,640.32		**285,640.32**
40390	COMM	3137BHCY1	FHLMCM 2.811%	Interest	06/26/2023	FHLMC			20,376.14	**20,376.14**
40390	COMM	3137BHCY1	FHLMCM 2.811%	Redemption	06/26/2023	FHLMC		15,535.64		**15,535.64**
40511	COMM	3136AXVB8	FNMAM 2.646% MAT	Interest	06/26/2023	FNMA			29,724.91	**29,724.91**
40511	COMM	3136AXVB8	FNMAM 2.646% MAT	Redemption	06/26/2023	FNMA		9,645.71		**9,645.71**
40526	COMM	3137BSP64	FHLMCM 2.34% MAT	Interest	06/26/2023	FHLMC			21,925.56	**21,925.56**
40526	COMM	3137BSP64	FHLMCM 2.34% MAT	Redemption	06/26/2023	FHLMC		236,826.80		**236,826.80**
40530	COMM	09661RAD3	BMWOT 0.48% MAT	Interest	06/26/2023	BMW VEHICLE			288.24	**288.24**
40530	COMM	09661RAD3	BMWOT 0.48% MAT	Redemption	06/26/2023	BMW VEHICLE		285,099.82		**285,099.82**
40539	COMM	3137BKGH7	FHLMCM 2.712%	Interest	06/26/2023	FHLMC			4,618.54	**4,618.54**
40539	COMM	3137BKGH7	FHLMCM 2.712%	Redemption	06/26/2023	FHLMC		120,659.46		**120,659.46**
40541	COMM	3138L7CU8	FNMAM 2.95% MAT	Interest	06/26/2023	FNMA			47,311.10	**47,311.10**
40541	COMM	3138L7CU8	FNMAM 2.95% MAT	Redemption	06/26/2023	FNMA		40,914.31		**40,914.31**
40630	COMM	3138LJWY2	FHLMCM 2.8% MAT	Interest	06/26/2023	FHLMC			30,486.04	**30,486.04**
40630	COMM	3138LJWY2	FHLMCM 2.8% MAT	Redemption	06/26/2023	FHLMC		23,853.12		**23,853.12**
40638	COMM	3137BYLE8	FHLMCM 2.7% MAT	Interest	06/26/2023	FHLMC			14,962.50	**14,962.50**
40638	COMM	3137BYLE8	FHLMCM 2.7% MAT	Redemption	06/26/2023	FHLMC		269,282.97		**269,282.97**
40743	COMM	3136AY6S7	FNMAM FRN MAT	Interest	06/26/2023	FNMA			27,582.69	**27,582.69**
40743	COMM	3136AY6S7	FNMAM FRN MAT	Redemption	06/26/2023	FNMA		5,424.00		**5,424.00**
40784	COMM	3137F72W4	FHLMCM 0.39025%	Interest	06/26/2023	FHLMC			8,907.09	**8,907.09**
40784	COMM	3137F72W4	FHLMCM 0.39025%	Redemption	06/26/2023	FHLMC		657.68		**657.68**
40812	COMM	3132XFFH6	FHLMCM 0.77% MAT	Interest	06/26/2023	FHLMC			29,837.50	**29,837.50**
40812	COMM	3132XFFH6	FHLMCM 0.77% MAT	Redemption	06/26/2023	FHLMC		1,774,290.65		**1,774,290.65**
40905	COMM	3138LEC33	FNMAM 2.38% MAT	Interest	06/26/2023	FNMA			19,836.68	**19,836.68**
40905	COMM	3138LEC33	FNMAM 2.38% MAT	Redemption	06/26/2023	FNMA		14,531.50		**14,531.50**
40976	COMM	3137FATE8	FHLMCM 2.982%	Interest	06/26/2023	FHLMC			74,550.00	**74,550.00**
40976	COMM	3137FATE8	FHLMCM 2.982%	Redemption	06/26/2023	FHLMC		2,144,789.19		**2,144,789.19**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
40983	COMM	3137FF3W5	FHLMCM 0.602%	Interest	06/26/2023	FHLMC			1,869.24	**1,869.24**
40983	COMM	3137FF3W5	FHLMCM 0.602%	Redemption	06/26/2023	FHLMC		51,205.19		**51,205.19**
41026	COMM	3137BVYN0	FHLMCM 3.035%	Interest	06/26/2023	FHLMC			2,365.97	**2,365.97**
41026	COMM	3137BVYN0	FHLMCM 3.035%	Redemption	06/26/2023	FHLMC		4,368.76		**4,368.76**
41131	COMM	3137BYLE8	FHLMCM 2.7% MAT	Interest	06/26/2023	FHLMC			11,250.00	**11,250.00**
41131	COMM	3137BYLE8	FHLMCM 2.7% MAT	Redemption	06/26/2023	FHLMC		201,312.06		**201,312.06**
41133	COMM	3137FYZG4	FHLMCM 0.861%	Interest	06/26/2023	FHLMC			4,997.55	**4,997.55**
41133	COMM	3137FYZG4	FHLMCM 0.861%	Redemption	06/26/2023	FHLMC		10,527.79		**10,527.79**
41164	COMM	3137FPJ55	FHLMCM 2.606%	Interest	06/26/2023	FHLMC			38,018.82	**38,018.82**
41164	COMM	3137FPJ55	FHLMCM 2.606%	Redemption	06/26/2023	FHLMC		17,938.66		**17,938.66**
41192	COMM	3137FBAB2	FHLMCM 3.038%	Interest	06/26/2023	FHLMC			21,595.48	**21,595.48**
41192	COMM	3137FBAB2	FHLMCM 3.038%	Redemption	06/26/2023	FHLMC		151,156.90		**151,156.90**
41222	COMM	3137H14A1	FHLMCM 0.854%	Interest	06/26/2023	FHLMC			13,389.75	**13,389.75**
41222	COMM	3137H14A1	FHLMCM 0.854%	Redemption	06/26/2023	FHLMC		191,510.43		**191,510.43**
41228	COMM	3136AUG21	FNMAM 2.49552%	Interest	06/26/2023	FNMA			39,349.70	**39,349.70**
41228	COMM	3136AUG21	FNMAM 2.49552%	Redemption	06/26/2023	FNMA		24,586.00		**24,586.00**
41319	COMM	3132XFD47	FHLMCM 2.1% MAT	Interest	06/26/2023	FHLMC			27,125.00	**27,125.00**
41319	COMM	3132XFD47	FHLMCM 2.1% MAT	Redemption	06/26/2023	FHLMC		439,545.50		**439,545.50**
41368	COMM	09690AAD5	BMWLT 0.43% MAT	Interest	06/26/2023	BMW VEHICLE			9,316.66	**9,316.66**
41368	COMM	09690AAD5	BMWLT 0.43% MAT	Redemption	06/26/2023	BMW VEHICLE		1,322,011.59		**1,322,011.59**
41491	COMM	3138LNKZ3	FNMAM 3.44% MAT	Interest	06/26/2023	FNMA			7,633.28	**7,633.28**
41491	COMM	3138LNKZ3	FNMAM 3.44% MAT	Redemption	06/26/2023	FNMA		3,574.04		**3,574.04**
41524	COMM	3133LJAN1	FHLM 1.5% MAT	Interest	06/26/2023	FHLMC SINGLE			15,348.59	**15,348.59**
41524	COMM	3133LJAN1	FHLM 1.5% MAT	Redemption	06/26/2023	FHLMC SINGLE		176,307.04		**176,307.04**
41525	COMM	3140QMQJ6	FNMAP 1.5% MAT	Interest	06/26/2023	FNMA SINGLE			14,116.20	**14,116.20**
41525	COMM	3140QMQJ6	FNMAP 1.5% MAT	Redemption	06/26/2023	FNMA SINGLE		258,864.75		**258,864.75**
41526	COMM	3140XDHF6	FNMAP 1.5% MAT	Interest	06/26/2023	FNMA SINGLE			25,457.38	**25,457.38**
41526	COMM	3140XDHF6	FNMAP 1.5% MAT	Redemption	06/26/2023	FNMA SINGLE		336,053.15		**336,053.15**
41675	COMM	3133LPUA3	FHLMC 1.5% MAT	Interest	06/26/2023	FHLMC SINGLE			22,319.16	**22,319.16**
41675	COMM	3133LPUA3	FHLMC 1.5% MAT	Redemption	06/26/2023	FHLMC SINGLE		272,312.70		**272,312.70**
41676	COMM	31418EAD2	FNMAP 1.5% MAT	Interest	06/26/2023	FNMA SINGLE			19,839.89	**19,839.89**
41676	COMM	31418EAD2	FNMAP 1.5% MAT	Redemption	06/26/2023	FNMA SINGLE		237,896.60		**237,896.60**
41765	COMM	05601XAC3	BMW VEHICLE	Interest	06/26/2023	BMW VEHICLE			13,652.70	**13,652.70**
41765	COMM	05601XAC3	BMW VEHICLE	Redemption	06/26/2023	BMW VEHICLE		1,616,158.96		**1,616,158.96**
41791	COMM	3137FQ3Y7	FHLMCM 2.19% MAT	Interest	06/26/2023	FHLMC			34,454.62	**34,454.62**
41791	COMM	3137FQ3Y7	FHLMCM 2.19% MAT	Redemption	06/26/2023	FHLMC		60,452.25		**60,452.25**
41803	COMM	3137BEVH4	FHLMC REMIC	Interest	06/26/2023	FHLMC			34,705.70	**34,705.70**
41803	COMM	3137BEVH4	FHLMC REMIC	Redemption	06/26/2023	FHLMC		835,548.24		**835,548.24**
41854	COMM	3138LDLP6	FNMAM 2.75% MAT	Interest	06/26/2023	FNMA			25,082.60	**25,082.60**
41854	COMM	3138LDLP6	FNMAM 2.75% MAT	Redemption	06/26/2023	FNMA		16,339.95		**16,339.95**
41892	COMM	3137H6LT0	FHLMCM 1.946%	Interest	06/26/2023	FHLMC			50,608.58	**50,608.58**

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41892	COMM	3137H6LT0	FHLMCM 1.946%	Redemption	06/26/2023	FHLMC		64,350.72		**64,350.72**
42039	COMM	3138LCT54	FNMAM 3.1% MAT	Interest	06/26/2023	FNMA			93,430.56	**93,430.56**
42039	COMM	3138LCT54	FNMAM 3.1% MAT	Redemption	06/26/2023	FNMA		1,232,069.77		**1,232,069.77**
42046	COMM	3137H73W1	FHLMCM 2.75% MAT	Interest	06/26/2023	FHLMC			42,261.52	**42,261.52**
42046	COMM	3137H73W1	FHLMCM 2.75% MAT	Redemption	06/26/2023	FHLMC		24,164.36		**24,164.36**
42093	COMM	3137F1G44	FHLMCM 3.243%	Interest	06/26/2023	FHLMC			94,587.50	**94,587.50**
42093	COMM	3137F1G44	FHLMCM 3.243%	Redemption	06/26/2023	FHLMC		868,331.95		**868,331.95**
42099	COMM	3137BXQY1	FHLMCM 3.224%	Interest	06/26/2023	FHLMC			107,466.68	**107,466.68**
42099	COMM	3137BXQY1	FHLMCM 3.224%	Redemption	06/26/2023	FHLMC		1,008,719.51		**1,008,719.51**
42110	COMM	3137F2LJ3	FHLMCM 3.117%	Interest	06/26/2023	FHLMC			90,912.50	**90,912.50**
42110	COMM	3137F2LJ3	FHLMCM 3.117%	Redemption	06/26/2023	FHLMC		832,283.27		**832,283.27**
42111	COMM	3138LDYK3	FNMA 2.55% MAT	Interest	06/26/2023	FNMA NOTES			85,189.59	**85,189.59**
42111	COMM	3138LDYK3	FNMA 2.55% MAT	Redemption	06/26/2023	FNMA NOTES		83,598.30		**83,598.30**
42112	COMM	3138LFUJ5	FNMAM 2.47% MAT	Interest	06/26/2023	FNMA			42,538.89	**42,538.89**
42112	COMM	3138LFUJ5	FNMAM 2.47% MAT	Redemption	06/26/2023	FNMA		554,076.56		**554,076.56**
42120	COMM	3136AK2F9	FNMAM 3.39768%	Interest	06/26/2023	FNMA			110,542.67	**110,542.67**
42120	COMM	3136AK2F9	FNMAM 3.39768%	Redemption	06/26/2023	FNMA		67,029.10		**67,029.10**
42133	COMM	3138LD5W9	FNMAM 2.625% MAT	Interest	06/26/2023	FNMA			32,812.50	**32,812.50**
42133	COMM	3138LD5W9	FNMAM 2.625% MAT	Redemption	06/26/2023	FNMA		453,765.49		**453,765.49**
42137	COMM	3138LD5W9	FNMAM 2.625% MAT	Interest	06/26/2023	FNMA			32,812.50	**32,812.50**
42137	COMM	3138LD5W9	FNMAM 2.625% MAT	Redemption	06/26/2023	FNMA		453,111.86		**453,111.86**
42150	COMM	3137F1G44	FHLMCM 3.243%	Interest	06/26/2023	FHLMC			54,050.00	**54,050.00**
42150	COMM	3137F1G44	FHLMCM 3.243%	Redemption	06/26/2023	FHLMC		490,562.73		**490,562.73**
42151	COMM	3138LEC82	FNMAM 2.57% MAT	Interest	06/26/2023	FNMA			44,261.11	**44,261.11**
42151	COMM	3138LEC82	FNMAM 2.57% MAT	Redemption	06/26/2023	FNMA		591,145.60		**591,145.60**
42183	COMM	05602RAD3	BMWOT 3.21% MAT	Interest	06/26/2023	BMW VEHICLE			37,450.00	**37,450.00**
42183	COMM	05602RAD3	BMWOT 3.21% MAT	Redemption	06/26/2023	BMW VEHICLE		370,988.09		**370,988.09**
42187	COMM	3137F4CY6	FHLMCM 2.92% MAT	Interest	06/26/2023	FHLMC			60,408.48	**60,408.48**
42187	COMM	3137F4CY6	FHLMCM 2.92% MAT	Redemption	06/26/2023	FHLMC		10,130.75		**10,130.75**
42188	COMM	3140HV6S8	FNMAM 2.19% MAT	Interest	06/26/2023	FNMA			56,575.00	**56,575.00**
42188	COMM	3140HV6S8	FNMAM 2.19% MAT	Redemption	06/26/2023	FNMA		809,572.95		**809,572.95**
42205	COMM	3137FMD25	FHLMCM 2.875%	Interest	06/26/2023	FHLMC			47,772.91	**47,772.91**
42205	COMM	3137FMD25	FHLMCM 2.875%	Redemption	06/26/2023	FHLMC		625,900.94		**625,900.94**
42234	COMM	3138LD5W9	FNMAM 2.625% MAT	Interest	06/26/2023	FNMA			17,500.00	**17,500.00**
42234	COMM	3138LD5W9	FNMAM 2.625% MAT	Redemption	06/26/2023	FNMA		244,196.72		**244,196.72**
42757	COMM	3137FBAJ5	FHLMCM 3.281%	Interest	06/26/2023	FHLMC			29,255.59	**29,255.59**
42757	COMM	3137FBAJ5	FHLMCM 3.281%	Redemption	06/26/2023	FHLMC		235,365.58		**235,365.58**
42758	COMM	3138L5FA3	FNMAM 3.765% MAT	Interest	06/26/2023	FNMA			29,169.17	**29,169.17**
42758	COMM	3138L5FA3	FNMAM 3.765% MAT	Redemption	06/26/2023	FNMA		14,371.47		**14,371.47**
42764	COMM	3137BYLD0	FHLMCM 3.288%	Interest	06/26/2023	FHLMC			54,800.00	**54,800.00**
42764	COMM	3137BYLD0	FHLMCM 3.288%	Redemption	06/26/2023	FHLMC		489,914.09		**489,914.09**

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42786	COMM	3137F4X23	FHLMCM 3.6% MAT	Interest	06/26/2023	FHLMC			21,900.00	**21,900.00**
42786	COMM	3137F4X23	FHLMCM 3.6% MAT	Redemption	06/26/2023	FHLMC		348,916.74		**348,916.74**
42878	COMM	3138LCT54	FNMAM 3.1% MAT	Interest	06/26/2023	FNMA			26,694.44	**26,694.44**
42878	COMM	3138LCT54	FNMAM 3.1% MAT	Redemption	06/26/2023	FNMA		340,369.80		**340,369.80**
42910	COMM	3138LECC3	FNMA 2.42% MAT	Interest	06/26/2023	FNMA NOTES			83,355.56	**83,355.56**
42910	COMM	3138LECC3	FNMA 2.42% MAT	Redemption	06/26/2023	FNMA NOTES		1,148,205.80		**1,148,205.80**
42927	COMM	05593AAC3	BMWLT 5.16% MAT	Interest	06/26/2023	BMW VEHICLE			22,575.00	**22,575.00**
42927	COMM	05593AAC3	BMWLT 5.16% MAT	Redemption	06/26/2023	BMW VEHICLE		167,729.53		**167,729.53**
42931	COMM	3132CW3F9	FHLMC 2.% MAT	Interest	06/26/2023	FHLMC NOTES			59,662.10	**59,662.10**
42931	COMM	3132CW3F9	FHLMC 2.% MAT	Redemption	06/26/2023	FHLMC NOTES		961,584.78		**961,584.78**
42949	COMM	3132XGQ74	FHLMCM 3.7% MAT	Interest	06/26/2023	FHLMC			143,375.00	**143,375.00**
42949	COMM	3132XGQ74	FHLMCM 3.7% MAT	Redemption	06/26/2023	FHLMC		778,309.43		**778,309.43**
43042	COMM	3136AMMF3	FNMAM 3.01111%	Interest	06/26/2023	FNMA			56,191.23	**56,191.23**
43042	COMM	3136AMMF3	FNMAM 3.01111%	Redemption	06/26/2023	FNMA		84,810.28		**84,810.28**
43054	COMM	3137FEZT0	FHLMCM 3.725%	Interest	06/26/2023	FHLMC			101,512.59	**101,512.59**
43054	COMM	3137FEZT0	FHLMCM 3.725%	Redemption	06/26/2023	FHLMC		499,020.21		**499,020.21**
43080	COMM	3132XFLM8	FHLMCM 4.3% MAT	Interest	06/26/2023	FHLMC			115,378.55	**115,378.55**
43080	COMM	3132XFLM8	FHLMCM 4.3% MAT	Redemption	06/26/2023	FHLMC		503,776.69		**503,776.69**
43098	COMM	3140LJKS4	FNMAM 4.54% MAT	Interest	06/26/2023	FNMA			91,007.96	**91,007.96**
43098	COMM	3140LJKS4	FNMAM 4.54% MAT	Redemption	06/26/2023	FNMA		392,926.88		**392,926.88**
43105	COMM	30322KAE3	FREDM 0.88% MAT	Interest	06/26/2023	FREDDIE MAC			21,131.25	**21,131.25**
43105	COMM	30322KAE3	FREDM 0.88% MAT	Redemption	06/26/2023	FREDDIE MAC		47,348.25		**47,348.25**
43145	COMM	3140LJJN7	FNMAM 4.385% MAT	Interest	06/26/2023	FNMA			116,043.18	**116,043.18**
43145	COMM	3140LJJN7	FNMAM 4.385% MAT	Redemption	06/26/2023	FNMA		519,152.26		**519,152.26**
43145	COMM	3140LJJN7	FNMAM 4.385% MAT	Interest	06/26/2023	FNMA			-3,743.33	**-3,743.33**
43145	COMM	3140LJJN7	FNMAM 4.385% MAT	Redemption	06/26/2023	FNMA				**0.00**
43162	COMM	3140LHFC9	FNMAM 3.53% MAT	Interest	06/26/2023	FNMA			75,993.06	**75,993.06**
43162	COMM	3140LHFC9	FNMAM 3.53% MAT	Redemption	06/26/2023	FNMA		471,917.28		**471,917.28**
43162	COMM	3140LHFC9	FNMAM 3.53% MAT	Interest	06/26/2023	FNMA			-19,611.11	**-19,611.11**
43162	COMM	3140LHFC9	FNMAM 3.53% MAT	Redemption	06/26/2023	FNMA				**0.00**
43200	COMM	3140LJS23	FNMAM 4.17% MAT	Interest	06/26/2023	FNMA			89,770.83	**89,770.83**
43200	COMM	3140LJS23	FNMAM 4.17% MAT	Redemption	06/26/2023	FNMA		407,317.96		**407,317.96**
43200	COMM	3140LJS23	FNMAM 4.17% MAT	Interest	06/26/2023	FNMA			-66,604.17	**-66,604.17**
43200	COMM	3140LJS23	FNMAM 4.17% MAT	Redemption	06/26/2023	FNMA				**0.00**
		Totals for 06/26/2023					**321,031,018.67**	**308,001,566.92**	**4,009,367.36**	**-9,020,084.39**
43270	COMM	16536JTU1	CHES DISC NOTE	Purchase	06/27/2023	CHESHAM FINANCE	74,989,416.66			**-74,989,416.66**
43271	COMM	5148X1TU7	LANDES DISC NOTE	Purchase	06/27/2023	LANDES	124,982,430.55			**-124,982,430.55**
43272	COMM	63873KTU1	NATXNY DISC NOTE	Purchase	06/27/2023	NATIXIS NY	49,992,986.11			**-49,992,986.11**
43265	COMM	16536JTT4	CHES DISC NOTE	Redemption	06/27/2023	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43266	COMM	5148X1TT0	LANDES DISC NOTE	Redemption	06/27/2023	LANDES		125,000,000.00		**125,000,000.00**

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43267	COMM	63873KTT4	NATXNY DISC NOTE	Redemption	06/27/2023	NATIXIS NY		50,000,000.00		**50,000,000.00**
41705	COMM	3133ENJQ4	FFCB FLOAT MAT	Interest	06/27/2023	FFCB NOTES			256,200.00	**256,200.00**
		Totals for 06/27/2023					**249,964,833.32**	**250,000,000.00**	**256,200.00**	**291,366.68**
43273	COMM	16536JTV9	CHES DISC NOTE	Purchase	06/28/2023	CHESHAM FINANCE	74,989,416.66			**-74,989,416.66**
43276	COMM	254683CZ6	DCENT 4.93% MAT	Purchase	06/28/2023	DISCOVER CARD	29,995,947.00			**-29,995,947.00**
43277	COMM	477920AC6	JDOT 5.18% MAT	Purchase	06/28/2023	JOHN DEERE	13,997,664.80			**-13,997,664.80**
43274	COMM	5148X1TV5	LANDES DISC NOTE	Purchase	06/28/2023	LANDES	124,982,430.55			**-124,982,430.55**
43275	COMM	63873KTV9	NATXNY DISC NOTE	Purchase	06/28/2023	NATIXIS NY	49,992,986.11			**-49,992,986.11**
43270	COMM	16536JTU1	CHES DISC NOTE	Redemption	06/28/2023	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43271	COMM	5148X1TU7	LANDES DISC NOTE	Redemption	06/28/2023	LANDES		125,000,000.00		**125,000,000.00**
43272	COMM	63873KTU1	NATXNY DISC NOTE	Redemption	06/28/2023	NATIXIS NY		50,000,000.00		**50,000,000.00**
41933	COMM	3130AMU67	FEDERAL HOME	Interest	06/28/2023	FHLB NOTES			30,000.00	**30,000.00**
41934	COMM	3130AMU67	FEDERAL HOME	Interest	06/28/2023	FHLB NOTES			30,000.00	**30,000.00**
42817	COMM	3134GY7D8	FEDERAL HOME LN	Interest	06/28/2023	FHLMC NOTES			1,136,250.00	**1,136,250.00**
42818	COMM	3134GY7D8	FEDERAL HOME LN	Interest	06/28/2023	FHLMC NOTES			176,750.00	**176,750.00**
		Totals for 06/28/2023					**293,958,445.12**	**250,000,000.00**	**1,373,000.00**	**-42,585,445.12**
43278	COMM	16536JTW7	CHES DISC NOTE	Purchase	06/29/2023	CHESHAM FINANCE	74,989,416.66			**-74,989,416.66**
43279	COMM	5148X1TW3	LANDES DISC NOTE	Purchase	06/29/2023	LANDES	124,982,430.55			**-124,982,430.55**
43280	COMM	63873KTW7	NATXNY DISC NOTE	Purchase	06/29/2023	NATIXIS NY	49,992,986.11			**-49,992,986.11**
43273	COMM	16536JTV9	CHES DISC NOTE	Redemption	06/29/2023	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43274	COMM	5148X1TV5	LANDES DISC NOTE	Redemption	06/29/2023	LANDES		125,000,000.00		**125,000,000.00**
43275	COMM	63873KTV9	NATXNY DISC NOTE	Redemption	06/29/2023	NATIXIS NY		50,000,000.00		**50,000,000.00**
34292	COMM	SYS34292	MSTI 0.%	Redemption	06/29/2023	MORGAN STANLEY		243,144.44		**243,144.44**
40461	COMM	SYS40461	DGCXX 0.%	Redemption	06/29/2023	DREYFUS		306,793,361.68		**306,793,361.68**
42819	COMM	3134GY7C0	FEDERAL HOME LN	Interest	06/29/2023	FHLMC NOTES			211,672.50	**211,672.50**
		Totals for 06/29/2023					**249,964,833.32**	**557,036,506.12**	**211,672.50**	**307,283,345.30**
43281	COMM	16536JU39	CHES DISC NOTE	Purchase	06/30/2023	CHESHAM FINANCE	74,968,250.00			**-74,968,250.00**
41686	COMM	9128284U1	UNITED STATES	Redemption	06/30/2023	U.S. TREASURY		40,000,000.00		**40,000,000.00**
41687	COMM	9128284U1	UNITED STATES	Redemption	06/30/2023	U.S. TREASURY		20,000,000.00		**20,000,000.00**
43003	COMM	05586FQV2	BNP PARIBAS N Y	Redemption	06/30/2023	BNP PARIBAS NY		65,000,000.00		**65,000,000.00**
43278	COMM	16536JTW7	CHES DISC NOTE	Redemption	06/30/2023	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43279	COMM	5148X1TW3	LANDES DISC NOTE	Redemption	06/30/2023	LANDES		125,000,000.00		**125,000,000.00**
43280	COMM	63873KTW7	NATXNY DISC NOTE	Redemption	06/30/2023	NATIXIS NY		50,000,000.00		**50,000,000.00**
40155	COMM	9128286Z8	UNITED STATES	Interest	06/30/2023	U.S. TREASURY			262,500.00	**262,500.00**
40522	COMM	3136G4XZ1	FEDERAL NATL MTG	Interest	06/30/2023	FNMA NOTES			55,500.00	**55,500.00**
40523	COMM	3136G4XZ1	FEDERAL NATL MTG	Interest	06/30/2023	FNMA NOTES			18,500.00	**18,500.00**
41016	COMM	912828ZW3	UNITED STATES	Interest	06/30/2023	U.S. TREASURY			31,250.00	**31,250.00**
41062	COMM	912828ZW3	UNITED STATES	Interest	06/30/2023	U.S. TREASURY			50,000.00	**50,000.00**
41496	COMM	9128287B0	UNITED STATES	Interest	06/30/2023	U.S. TREASURY			234,375.00	**234,375.00**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
41686	COMM	9128284U1	UNITED STATES	Interest	06/30/2023	U.S. TREASURY			525,000.00	**525,000.00**
41687	COMM	9128284U1	UNITED STATES	Interest	06/30/2023	U.S. TREASURY			262,500.00	**262,500.00**
41716	COMM	3130AQDY6	FEDERAL HOME	Interest	06/30/2023	FHLB NOTES			80,200.00	**80,200.00**
42104	COMM	9128287B0	UNITED STATES	Interest	06/30/2023	U.S. TREASURY			328,125.00	**328,125.00**
42345	COMM	59217GFB0	MET LI 4.4% MAT	Interest	06/30/2023	MET LIFE GLOBAL			330,000.00	**330,000.00**
43003	COMM	05586FQV2	BNP PARIBAS N Y	Interest	06/30/2023	BNP PARIBAS NY			915,416.65	**915,416.65**
		Totals for 06/30/2023					**74,968,250.00**	**375,000,000.00**	**3,093,366.65**	**303,125,116.65**
		Grand Total					**17,804,322,196.**	**16,927,538,146.**	**57,790,304.05**	**-818,993,746.17**

12.06

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 Kc Title: Assistant Superintendent of Business Services

To the Board of Trustees:
Recommend Approval

12.06
Agenda Placement

Meeting: September 14, 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
September 14, 2023 Board Meeting

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

DEPARTMENT	DATE OF SERVICE	CONSULTANT NAME	COST	PURPOSE
LUCHA Elementary Annette Estrada	09/18/23- 06/06/24	Imagine Learning LLC	$1,500.00	Imagine Learning professional development to support our LUCHA teachers (grades TK-5) in implementing the Imagine Learning program this school year, for math and literacy. Service provided via Zoom. Funding: Restricted
Renaissance Academy at Mathson Danelle Finnen	09/15/23- 06/30/24	Amigos de Guadalupe Center for Justice and Empowerment	No Cost	Amigos de Guadalupe will provide the Amigos Reader Leader after school literacy program serving Spanish speaking families with a maximum of 30 participants. Funding: N/A
Academic Services Barbara Campbell	09/15/23- 06/30/24	Glen Price Group (GPG)	$18,500.00	GPG will facilitate a series of management meetings to support the development and initial progress monitoring of an implementation plan aligned with the district's strategic plan. Funding: General
Academic Services Dr. Tara Bickford	07/21/23- 06/30/24	Planned Parenthood Mar Monte, Inc.	$10,000.00	Planned Parenthood Mar Monte will facilitate 4 hours of sex education with 7th grade students and will provide 1 hour of puberty education lessons to 5th grade students district-wide. Lessons will be virtual and are aligned to meet the requirements of the California Healthy Youth Act. Parent preview night will be held to review lessons with parents, guardians & caregivers of ARUSD students. Funding: General

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

Academic Services Dr. Tara Bickford	09/15/23- 06/30/24	Science from Scientist Inc.	$25,000.00 NTE per site	Master Service Contract: Science from Scientist will engage 3rd through 8th grade students in science, technology, mathematics, and engineering literacy that are aligned to Next Generation Science Standards (NGSS), as well as applicable state science and engineering standards and benchmarks in every region where Science from Scientist operates school programs. Services are available to any ARUSD site that would like to participate. Funding: Various
Business Services Teresa Decelles	07/28/23- 06/30/24	Records Consultants, Inc. (RCI)	$52,600.00	RCI to conduct a comprehensive and accurate physical asset inventory & reconciliation across all ARUSD campuses & facilities. RCI fixed asset inventory & reconciliation will help ARUSD establish an accurate baseline of assets while also helping its GASB 32 & EDGAR reporting requirements. Funding: General
Business Services Teresa Decelles	07/01/23- 06/30/26	Sytech Solutions, Inc.	$30,000.00	Multi-year master service contract: Systech Solutions will provide a document management platform that includes scanning, archiving document, indexing and data base maintenance, management, and reporting. Services include indexing of the Home Surveys required for LCFF Funding. Funding: Various

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

Child Nutrition Denisse Mendez	07/01/23- 06/30/24	East Bay Refrigeration, Inc.	$30,000.00 NTE	Provide preventative maintenance service on all refrigeration equipment located at all schools in Alum Rock Union Elementary School District. Services will consist of cleaning condensers, oiling, motors, checking hinges and door gaskets, and resetting defrost time clocks as needed. Checking electronic components, freon levels, microprocessors, and others. Services will be every 4 months about twice a school year. Funding: Restricted
Child Nutrition Denisse Mendez	08/01/23- 06/30/24	Shared Plate Strategies LLC	$30,000.00	This project aims to assist Alum Rock Child Nutrition Services in soliciting food procurement bids and develop procurement procedures to streamline our protocols for purchases and services that meet the need of the various program goals. Services will be carried out virtually unless in-person meetings are necessary. Budget includes direct and indirect costs at a rate of $125 per hour, max hours 240 hrs. Funding: Restricted
Maintenance Ed Villarreal	09/15/23- 06/30/24	Bay Alarm Company	$15,000.00 NTE	Provide installation services and miscellaneous repair not covered under the routine service agreement. Funding: General
Maintenance Ed Villarreal	09/15/23- 06/30/24	Bosco Construction Services, Inc.	$85,000.00 NTE	Provide small-scale constructions services, such as repairs, painting, and installations for facilities district-wide on an as-needed basis. Funding: Restricted

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

Maintenance Ed Villarreal	08/21/23- 06/30/24	Kern Oil Filter Recycling LLC	$5,000.00 NTE	Provide annual service for the wash rack located in the District Corporate Yard, which includes the removal of debris and fluids, replacement of filters and additional related work. This area is used to wash buses and other District vehicles. Funding: Restricted
Social & Emotional Learning Dr. Annya Artigas	09/15/23- 06/30/24	Pacific Clinics	No Cost	Pacific Clinics will provide student workshops on sexual abuse prevention. They will discuss trauma, emotions, personal safety, and boundaries. Teacher workshops will also be available on sexual abuse support, reporting, and resources. Therapy service referrals will be provided. Funding: N/A
Social & Emotional Learning Dr. Annya Artigas	09/15/23- 06/30/26	Sown to Grow, Inc.	$49,500.00	Multi-year Service Contract: Sown to Grow will provide site-wide software licenses for teachers & students, SEL curriculum, virtual PD/training, ongoing coaching, & administrator data reports, Multi-year implementation package for George, Hubbard (6th-8th only), Ocala, Renaissance at Fischer and Sheppard. Funding: Restricted
State and Federal Sandra Garcia	09/15/23- 06/06/24	Springboard Collaborative	$67,950.00	Springboard will provide an 8 week evidence-based literacy program that includes parent and teacher coaching, literacy materials, incentives and consultation. The contract will support a minimum of 6 schools serving 270 students in TK-3rd grade for the 23/24 school year. Funding: Restricted

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

Student Services Dr. Imee Almazan	09/15/23- 06/30/24	Asian American for Community Involvement (AACI)	No Cost	AACI will provide Behavioral Health Services to students with full scope Medi-Cal at the following sites: Linda Vista, LUCHA and Adelante I. Services will be provided at school, clinic, in the community or via Zoom. AACI's Friday Night Lights (FNL) program will offer youth capacity building, skill training, and assisting middle school youth at implementing projects at Aptitud at Goss and other select middle school sites contingent on capacity. Funding: N/A
Student Services Dr. Imee Almazan	09/15/23- 06/30/24	Dora J. Dome, DBA: Dora J. Dome Law Offices	$3,000.00	DDL will provide a 3-hour half-day professional development session in-person and/or virtually to district staff/administration on topics such as bullying prevention and disciplinary suspension and/or expulsion. Funding: General
Student Services Dr. Imee Almazan	09/15/23- 06/30/24	Fresh Lifelines for Youth (FLY)	No Cost	Fresh Lifelines for Youth, Inc. (FLY) will provide law-related education and case management to identified 7th and 8th grade middle school students at selected school sites. Case management services will be provided to a limited number of 7th and 8th grade students who are identified by the school as being disengaged from school. Funding: N/A

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

Student Services Dr. Imee Almazan	09/15/23- 06/30/24	Sound Soulutions LLC	$13,500.00 NTE per site	Master Service Contract: Sound Soulutions will provide 8 music therapy groups per series, 60 minutes each. Once a week for youth who struggle with traditional therapy. Groups can be offered at any ARUSD middle school site that would like to participate. Sound Soulutions can also offer presentations for parents, student and staff at any ARUSD site that would like to participate. Funding: General
Technology Brett Littrell	07/01/23- 06/30/24	Sutherland Consulting Group, Inc. DBA: EdTechnologyFunds, Inc.	$21,649.00	Deliver high-quality, affordable services that will enable our district to prepare students to thrive in the digital economy. These services include needs assessments and network analysis & inventory, application submission, competitive bidding, review/compliance support, and record retention for E-rate funding. Funding: General

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: LUCHA Elementary (School/Dept.) VENDOR NO. 20941

Submitted by: Annette Estrada - Principal

☑ **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. Chaparrael Rd. Ste. 100 City: Scottsdale State: AZ Zip: 85250

Phone: (887 725-4257 Email Address: legal@imaginelearning.com

SSN: _____ or Fed I.D. #: 01-0814204

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on September 18, 2023, and will diligently perform as required and complete performance by June 6, 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 professional development to support our LUCHA teachers in implementing the Imagine Learning program this year, for math and literacy. For grades Tk-5. Services provided over Zoom.

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:** $1,500 (describe rate agreement) Rate for virtual professional development

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
060	3010	0	5815	00	1110	1000	000000	270	1190	$1,500	

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

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

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	8/11/2023
Quote No.	310271
Acct. No.	03:al:CA:12214897
Total	$1,500.00
Pricing Expires	10/31/2023

Alum Rock Union School District
2930 Gay Ave
San Jose CA 95127-2398

Payment Schedule	Contract Start	Contract End
Net 30	8/1/2023	7/31/2024

Site	Description	Comment	End Date	Qty
1. L U C H A Elementary School				
	Professional Development Webinar Training		07/31/2024	2

Subtotal	$1,500.00
Total	$1,500.00

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.

Alum Rock Union Elementary School Dist

Signature:

Print Name: Hilaria Bauer, Ph.D.

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.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Renaissance Academy at Mathson (School/Dept.) VENDOR NO. 300029

Submitted by: Danelle Finnen

☑ **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: Amigos de Guadalupe Center for Justice and Empowerment

Address: 1897 Alum Rock Ave. Suite 35 City: San Jose State: CA Zip: 95116

Phone: (408.) 341-9467 Email Address: amigos95116@arusd.org

SSN: _____ or Fed I.D. #: 77-0555838

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on September 15th, 2023, and will diligently perform as required and complete performance by ~~June 30th~~, 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").

Amigos de Guadalupe will provide the Amigos Reader Leader after school litaracy program serving spanish speaking families with a maximum of 25 participants.

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 (describe rate agreement) no cost program

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
060	3010	0	5815	00	1110	1000	000000	295	1190	0	

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

Amigos de Guadalupe
Center for Justice & Empowerment

SCOPE OF WORK / PARTNERSHIP AGREEMENT BETWEEN RENAISSANCE ACADEMY AT MATHSON AND AMIGOS DE GUADALUPE CENTER FOR JUSTICE AND EMPOWERMENT

1. **Parties:** This Scope of Work/Partnership Agreement (hereinafter referred to as "SOW") is made and entered into by and between the Amigos de Guadalupe Center for Justice and Empowerment (ADG), located at 1897 Alum Rock Ave #35, San Jose, CA 95116, and Renaissance Academy at Mathson (Mathson), located at 2050 Kammerer Ave, San Jose, CA 95116.

2. **Description of Services:** ADG will provide the Amigos Reader Leader After School Program, a literacy focused after school program/tutoring services provided on school days and focused on Spanish-speaking families for a maximum of 30 students. Renaissance @ Mathson will provide at least one classroom to ADG to run the on-site programs and an additional classroom providing overflow space. Mathson will promote Amigos programs to the school and broader school community and will provide ADG Reader Leader employees with an (1) Alum Rock Union School District Computer device for students use (2) ARUSD District email address for staff access to Google Classroom in support of student academics (3) Access to RAM's professional development trainings / initiatives.

3. **Cost:** There will be no cost to ARUSD associated with this program.

4. Duration of Job: This scope of work/partnership agreement is effective on September 14, 2023 and shall remain in full force and effect until June 28, 2024.

5. Terms and Conditions: This SOW may be terminated, without cause, provided that either party gives written notice two weeks in advance, to Mathson's Principal or to ADG's Executive Director.

These terms are agreed to by:

8/24/23

Danelle Finnen **Date**
Principal, Renaissance Academy at Mathson

8/17/23

Maritza Maldonado **Date**
Executive Director, Amigos de Guadalupe
Center for Justice & Empowerment

Hilaria Bauer, Ph.D **Date**
Superintendent, Alum Rock Union Elementary School District

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Instructional Services (School/Dept.) VENDOR NO. 300729

Submitted by: Barbara Campbell

☑ **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: Glen Price Group (GPG)

Address: 719 El Cerrito Plaza City: El Cerrito State: CA Zip: 94530

Phone: (_____) Email Address: aaron@glenpricegroup.com

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on September 15, 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").

GPG will facilitate a series of management meetings and support the development and initial progress monitoring of an implementation plan aligned to the district's strategic plan.

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:** $18,500. (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	7100	000000	710	7110	18,500	

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

Glen Price Group

GPG Scope of Work for ARUSD Strategic Plan Monitoring / Reporting & Grant Application Support: FY 2023-24

Strategic Plan Monitoring and Reporting: GPG will work closely with the Assistant Superintendent of Instructional Services to hold regular meetings to review Implementation Plan progress (i.e., activities completed and measures of success) and next steps, and to identify any necessary changes to the plan. These meetings may include Directors and other staff responsible for implementing specific initiatives identified in the Implementation Plan. GPG will produce a mid-year written progress update and an end-of-year presentation to the Board of Trustees.

Grant Application Support: GPG will provide on-request support for grant opportunity research and monitoring, and for the development of grant applications. This may include targeted research into available funding for specific priorities or activities, monitoring for the release of specific anticipated grant solicitations, and varying levels of application development support. In response to each request for grant research or development support, GPG will develop a cost estimate based on the anticipated number of personnel hours for approval by the contract monitor prior to commencing work. GPG will invoice for actual hours worked up to the maximum indicated in the cost estimate (see hourly rates below).

Timeframe

The scope of work will be completed between September 15, 2023 and June 30, 2024.

Cost Estimate

Strategic Plan Monitoring and Reporting: Flat fee of $18,500, based on ~75 hours at $225 per hour, plus travel to one Board of Trustees meeting.

Grant Application Support: A maximum of $50,000, to be billed against hourly as described in the Scope of Work section above, based on the hourly rates in the table below. GPG hourly invoices include a 10% indirect fee. GPG costs for grant application development range considerably based on the length and complexity of the application; typically the cost is between $12,000 to $20,000.

Position	Hourly Rate
President	$225
Vice President	$215
Senior Associate	$200
Associate	$160

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. 16185

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: Planned Parenthood Mar Monte, Inc.

Address: 1605 The Alameda City: San Jose State: CA Zip: 95126

Phone: (408) 893-4189 Email Address: lindsay_barbic@ppmarmonte.org

SSN: _____ or Fed I.D. #: 94-1583439

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on July 21, 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").

Planned Parenthood Mar Monte will facilitate 4 hours of sex education with 7th grade students and will ~~provide 1 hour of puberty education lessons to 5th grade students district-wide. Lessons will be virtual and~~ are aligned to meet the requirements of the California Healthy Youth Act. Parent preview night will be held to review lessons with parents, guardians & caregivers of ARUSD students.

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:** $10,000.00 (describe rate agreement) $10 per student (discount applied)

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	5210	$10,000.00	

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

Planned Parenthood®
Mar Monte

www.ppmarmonte.org

Sept 01, 2023

Customer: Alum Rock Unified School District

Prepared for:
Tara Bickford (tara.bickford@arusd.org)

Description of Services. To meet the mandates of the California Healthy Youth Act (CHYA), Planned Parenthood Mar Monte (PPMM) will:

- Enroll the district's designated students in PPMM Sex Ed asynchronous e-courses in English or Spanish. The e-course topics, sections, activities, and how they align with CHYA, are described in detail here: https://ppmmeducation.thinkific.com/pages/school-info-kit
- Email each teacher, based on a list provided by the district, with a unique link to register for PPMM's learning management system (Thinkific) along with a link for their students to register for their assigned e-course and complete it independently, or as facilitated by the teacher. Teachers can also monitor their students' progress in completing the e-course.
- Provide a set-up checklist and technical assistance to support schools, teachers, and students access to their e-courses.
- Note: MS lessons aligned to meet requirements of the California Health Youth Act (CHYA) and Puberty lessons are aligned with the California Health Framework. Includes: 3.5-hour Middle School e-course for est. 7th grade students; 1-hour Puberty e-course for 5th grade students district-wide; parent/guardian CHYA notification template; teacher implementation guide; access to the pre-recorded parent/guardian preview videos and management of parent requests to review the entire e-course(s) content.
- Optional: Schedule up to (2) Zoom-based Q&As for parents/teachers as well; request PPMM-branded earbuds at no cost for ARUSD students.

Enrollment. Upon execution of the district's contract with PPMM, the district intends to enroll all 5th grade and 7th grade students (estimated **X#X** of students) from an estimated **X#X** school sites starting **XdateX,** 2023 (must be a min. of 14 days after parent/guardian notification delivered per CHYA).

Fee-for-service: $10,000.00
(PPMM Sex Ed enrollment fee* is offered on a sliding scale of $0-10 per student to cover the expense of the learning seat license.)

Estimate provided by: Courtney Macavinta, PPMM VP of Learning

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Academic Sevices (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: Science from Scientists Inc.

Address: 1 DeAngelo Dr. City: Bedford State: MA Zip: 01730

Phone: (650) 280-2009 Email Address: rsteger@sciencefromscientists.org

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on September 15, 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").

Science from Scientist will engage 3rd through 8th grade students in science, technology, mathematics ~~and engineering literacy that are aligned to Next Generation Science Standards (NGSS), as well as~~ applicable state science and engineering standards and benchmarks in every region where Science from ~~Scientist operates school programs. Not to exceed $25,000. Services are available to any ARUSD site that~~ would like to participate

4. **COMPENSATION:** District agrees to pay Contractor for services satisfactorily rendered pursuant to this Agreement. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by District within thirty (30) days after Contractor submits an invoice to District for Services actually completed or the portion of the Services for which payment is to be made. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District.

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

☑ b. **Other:** $25,000.00 (describe rate agreement) Total cost not to exceed $25,000 per site

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	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

SCIENCE
FROM SCIENTISTS

Science From Scientists

Science from Scientists (SciSci) is a 501c3 non-profit organization with a mission to teach and inspire the next generation to identify and solve real-world problems by improving science, technology, mathematics, and engineering (STEM) literacy. SciSci provides hands-on science, technology, engineering, and math lessons to grade 3-8 students on a regular, recurring schedule over the course of an academic year. The number of on-site hours is determined by each school and based on the grade level(s) selected for the program, but typically runs either a full or half length of the school day.

SciSci staff are individuals with degrees in STEM and or significant STEM industry experience who have been trained and coached to deliver STEM lessons in a formal classroom environment. SciSci staff work alongside classroom teachers and other school faculty to select, sequence, prepare, deliver, and evaluate SciSci lessons.

SciSci lessons are available for several topics including: physics, engineering, anatomy and physiology, chemistry, earth science, life science, technology, and scientific practices. Every lesson is designed in the 5E Instructional Learning Model and aligned to the Next Generation Science Standards (NGSS) as well as applicable state science and engineering standards and benchmarks in every region where SciSci operates school programs. SciSci provides all of the materials and equipment for each lesson, as well as optional follow-up activities, videos, and evaluation questions and prompts.

PROGRAM SCHEDULE INFORMATION

For full day programming, SciSci can typically hold 4-6 class sessions per visit depending on your school bell schedule. Half day programming can typically serve 2-3 class sessions per visit.

Class sessions are limited to a maximum of 30 students. Two educators are typically present at each visit and up to 2 different lessons can be taught per visit.

If you are hoping to serve more than 6 classes or more than 30 students per class session in a single day, please be aware that a team of two scientist educators *cannot* be split into separate rooms to accommodate the additional classes or students.
In the instance that you have more than six classes or 30 students:

- We can schedule additional full or half-day visits to accommodate all classrooms

- We can create a rotating schedule. This means that we will not visit every classroom every time we come to your school.

Note: The program cost depends on day length and the total number of visits over the course of the year.

SCHOOL EXPECTATIONS

Scheduling – The Primary Contact (identified above) will work with the SciSci Operations Director and SciSci Scientist Educators to set a schedule of dates that the SciSci program is to visit the grades and teachers outlined above. The Primary Contact must notify SciSci as soon as possible if a scheduled teaching date must be moved or canceled, or if there is a school event or field trip that will change the schedule provided to SciSci above.

SciSci will make reasonable efforts to reschedule the canceled day, but cannot guarantee that a replacement day will be available. We will not be able to rollover unused visits to the following school year.

Teacher Participation – A teacher or other school staff member must be present (in person or virtually, depending on mode of program delivery) at all times when SciSci Scientist Educators are with students. SciSci encourages teachers/staff members to actively engage in lessons to help maximize the learning experience for students. Before each lesson, SciSci will provide a Teacher Prep document that includes an overview of the lesson, any safety or allergy considerations, and preferred room set-up or student group arrangements. During the lesson, teachers are encouraged to assist with demonstrations, run station activities, ask students questions to help them articulate their thinking, and provide one-on-one assistance to students as needed.

Classroom Management – SciSci educators are prepared to handle basic classroom management issues such as quieting the class down when needed as well as appropriate distribution and use of materials. We welcome teachers/staff members as our partners in mitigating minor disruptions, distractions, and other issues to ensure that every student's opportunity to engage in the lesson is maximized. It is the responsibility of the school's teacher/staff members to intervene in the case of more significant classroom behavior issues, such as addressing student discipline, sustained attention focused on the behavior of an individual student or group of students, or situations that require action outside of the classroom.

SCIENCE
FROM SCIENTISTS

First Day Standard – For partnerships with 8 or more visits, the first class of the school year will be selected by the SciSci Scientist Educators assigned to your school and will consist of a student-friendly discussion of Science from Scientists' mission and how the program works, the research and career background of the assigned educators, as well as norms and expectations. This session is mandatory for both the classroom teacher or school staff member as well as the students.

Diversity, Equity, Inclusion Commitment – By working with SciSci, you understand that our organization is diverse, inclusive, and an equitable workplace where all employees and volunteers, whatever their gender, race, ethnicity, national origin, age, sexual orientation or identity, education, or disability, are valued and respected. Our curriculum is developed with a nondiscriminatory and inclusive approach.

Visitors – To ensure that SciSci provides schools and students with the best experience possible, occasionally an additional member of the SciSci team may observe the SciSci program during a class or a volunteer may join to be an additional set of hands for specific lessons. Any guests will be accompanied by a member of SciSci. We will inform you in advance if we plan to have visitors join us. Please let us know if these accompanied visitors are required to have any specific checks (e.g. background or fingerprinting).

Subsidized Programming – SciSci is committed to raising funds to reduce the cost of our programming for your school or organization. Our donors appreciate seeing how their contributions are making an impact. The more they feel connected and see the impact of their contributions, the greater the likelihood they will continue to provide funding to help support schools like yours. If your school or organization receives discounted programming, we need your help in showing our appreciation. Ways you may be requested to help include:

- Sharing photos or videos of our program in action as well as quotes, testimonials, or anecdotes about your school's experience with SciSci. This may require you to obtain the necessary parental consent to allow SciSci to share these images and videos externally, for example, on our website or program flyers, on social media, and in reports to our stakeholders. If your school's media release form does not currently include use of media by community partners, you may want to consider how to add that condition.
- Welcoming a donor or potential donor to your site for a classroom observation visit and brief conversation with school leadership and/or teachers about the value and impact

our program has in their school.

- Helping us to evaluate program outcomes to identify successes and help us to continuously improve our program. We may ask your school to provide the necessary support, assistance and advocacy to provide us with access to student data about STEM related learning, interests, and attitudes.

By accepting discounts from SciSci to subsidize the cost of our programming in your school, you agree to collaborate with SciSci in the ways listed above upon request.

SCIENCE
FROM SCIENTISTS

Program Costs Est. Program Delivery Date Range: 09/2023-06/2024

School Category	Program	Description	Cost	SciSci Subsidy	Total School/ Organization Fee (total invoice amount)
Title 1	Full year program	16 full day visits (50-60 minute sessions), plus Teacher Planning Meeting, before and after visit preparation, and curriculum development	$30,000.00	$20,000.00	$10,000.00
Non-Title 1	Full year program	16 full day visits (50-60 minute sessions), plus Teacher Planning Meeting, before and after visit preparation, and curriculum development	$30,000.00	$10,000.00	$20,000.00
Title 1	Half year program	8 full day visits (50-60 minute sessions), plus Teacher Planning Meeting, before and after visit preparation, and curriculum development	$15,000.00	$10,000.00	$5,000.00
Non-Title 1	Full year program	8 full day visits (50-60 minute sessions), plus Teacher Planning Meeting, before and after visit preparation, and curriculum development	$15,000.00	$10,000.00	$5,000.00
Title 1	Teacher Professional Development Workshop	Half day workshop and planning on STEM educational practices	$1,000.00	$250.00	$750.00
Title 1	After-School Engineering Enrichment Program	10 x 1 hr visits, plus Teacher Planning Meeting, before and after visit preparation, and curriculum development	$3,000.00	$500.00	$2,500.00

SCIENCE
FROM SCIENTISTS

Total invoicing by SciSci shall not exceed the total fee amount above unless prior written authorization is received from an authorized partner school representative (signor of this agreement). Invoices are sent according to the schedule below:

Invoice Date	Service Period - also includes any services delivered between	Payment Due By
September 15	Full year programming, 1st half Half year: August - January	October 30
January 15	Full year programming, 2nd half Half year: January - June	March 2

For contracts signed after these dates, the invoice will be sent upon signature.

Any full year program fees over $5000 can be invoiced in two equal (2) installments, upon request.

Invoices are due NET 45. There is a 15-day grace period, after which a late fee of 1.5% of amount due will be assessed for each 30-day period past-due NET date.

Invoice Contact Name: _____

Invoice Contact Email: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Board Ready Memo (contracts under $100K)

To: Hilaria Bauer, Ph.D., Superintendent

From: Teresa DeCelles, Fiscal Administrator TD

Re: Records Consultants, Inc. (RCI)

Date: August 23, 2023

Description of services being provided:

Records Consultants, Inc. (RCI) will provide a comprehensive and accurate physical asset inventory and reconciliation across all ARUSD campuses and facilities. RCI fixed asset inventory and reconciliation will help ARUSD establish an accurate baseline of assets while also helping fulfill its GASB 34 and EDGAR reporting requirements.

Recommendation:

Staff recommends the Board of Trustees approve the contract with Records Consultants, Inc. (RCI) for $52,600 for the 2023-24 fiscal year.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Business Services (School/Dept.) VENDOR NO. _____

PROGRAM MANAGER: Teresa Decelles

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: Records Consultants, Inc (RCI)

   Address: 21288 Gathering Oak City: San Antonio State: TX Zip: 78260

   Phone: 877 363-4127 FX 877.363.4127 Email Address: ccoryell@rcitech.com

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

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date July 28, 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:

   RCI to conduct a comprehensive and accurate physical asset inventory & reconciliation across all ARUSD campuses & facilities. RCI fixed asset inventory & reconciliation will help ARUSD establish an accurate baseline of assets while also helping fulfill its GASB 34 & EDGAR reporting requirements.

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:** $ $52,600.00 (describe rate agreement) $36,820 due upon completion of on-site inventory phase; $15,780 balance due upon completion of project (excluding opt. training/support).

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	$ AMOUNT	PROG. TITLE	BUS OFC
010	0000 0 5815	00 0000 7200	000000	430 7220	$52,600.00	8/7/23

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



Alum Rock Union School District

Proposal for District-wide Physical Fixed Asset Inventory Services

July 28, 2023

Submitted by Records Consultants, Inc. – Chris Coryell, Vice President of Sales
21288 Gathering Oak, San Antonio, Texas 7820 (877) 363-4127 Fax (877) 366-0776

PROJECT FEES

RCI will perform the District-wide Fixed Asset Inventory and Reconciliation as described in the Scope of Work at all Alum Rock Union School District locations for a fee of **$ 52,600.00** to include all labor, equipment, and travel. Significant deviations in the number of locations and facilities inventoried in this project may incur additional fees and will be negotiated with Alum Rock Union School District in advance of services provided. RCI will require payments of $ 36,820.00 payable at the end of the on-site phase of this project and the remainder due upon delivery of the FAMP software (including all inventory data). Terms, net 10 days.

Items included are:	Fees
District-wide Fixed Asset Inventory & Reconciliation of capital assets valued at $500 and greater	**$52,600.00**
Fixed Asset Management Program (FAMP 11.1 Software)	No Fee Applied

Optional Items and Fees:

[ ] On-site training @ a rate of $2,500.00 for the first full day and $350.00 for each additional day desired on the same trip

[ ] Annual Customer Technical Support at $1,800.00 per year

Check optional services if desired.

Payment Schedule:	
Due upon completion of on-site inventory phase	$36,820.00
Balance due upon completion of project (excluding optional training/support)	$15,780.00

Name_____ Title_____

Signature_____ Date_____

Phone Number_____ Fax Number_____

Email_____ Purchase Order #_____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Board Ready Memo (contracts under $100K)

To: Hilaria Bauer, Ph.D., Superintendent

From: Efrain Robles

Re: Sytech Solutions Inc.

Date: 08/24/2023

Description of services being provided:

Sytech Solutions is located in Elk Grove, CA. Its goal is to provide quality, reliable service to help businesses with tech. solutions such as document management. Sytech offers 1DocStop, on on-line web based solutions for document management, archiving, scanning and retrieving. Sytech offers state of the art security with one way encrypted password, intrusion detection, geographic analysis, and automated response algorithms.
Sytech has been assisting the District with document management for several years now. It currently offers scanning, archiving, and indexing of our Home Income Surveys, Personnel (cont...)

Recommendation:

(cont...)
Files. Independent Contracts and Certificate of Insurance. This system allows our various departments to more easily archive and access files.

Recommendation:

As we move closer to going paperless, Alum Rock needs a platform for document management that includes scanning, archiving, document indexing, data base maintenance, management and reporting; services include indexing of the HOme Surveys required for LCFF Funding 3 year pricing agreement. We are recommending approval of a three year agreement starting July 1, 2023 through June 30, 2026, not to exceed $10,000 per year.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Fiscal Services (School/Dept.) VENDOR NO. 020861

Submitted by: Efrain Robles

☑ **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: Sytech Solutions, Inc.

Address: 8930 Big Horn Blvd City: Elk Grove State: CA Zip: 95758

Phone: (916) 381-3010 Email Address: cmorris@sytechsolutions.com

SSN: _____ or Fed I.D. #: 68-0446064

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").

Systech Solutions will provide a document management platform that includes scanning, archiving document, indexing and data base maintenance, management, and reporting. Services include indexing of the Home Surveys required for LCFF Funding. 3 year pricing agreement.

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:** $NTE $10,000/year (describe rate agreement) Per attached Pricing Structure

(Master Contract) Additional funding based on dept or specific scope of work.

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
010	000	0	5846	00	1110	1000	000000	430	7221	MASTER ($0)	8/21/23

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

Project Proposal

Records Management Services

Prepared For:

Alum Rock Union Elementary School District
Efrain Robles

July 24, 2023

Prepared By:
Casey Morris, SyTech Solutions, Inc.
8930 Big Horn Blvd Elk Grove CA 95758
cmorris@sytechsolutions.com
(916) 381-3010 x224
(916) 381-3350 fax

PRICE QUOTE

SyTech Solutions, Inc.
8930 Big Horn Blvd
Elk Grove CA 95758
916.381.3010
Fax 916.381.3350
www.sytechsolutions.com

Customer: Alum Rock Union Elementary School District
Contact: Efrain Robles

7/25/2023
Casey Morris
916.381.3010 x224
cmorris@sytechsolutions.com

Project Description

SyTech will provide hosting via 1DocStop as well as scanning and indexing of an estimated 12,000 Household Income Surveys (volume of surveys converted in 2023). Records will be indexed by Student ID#, Student Name, Date of Birth, School, Grade and Meal Plan Status. Scanning to take place at SyTech's Elk Grove facility.

Quantity	Units	Service or Product	Unit Price	Extended Price
1	Instance	Courier Service	$200.00	$200.00
12	Hours	Document Preparation	$19.00	$228.00
12,000	Images	Document Scanning	$0.055	$660.00
3	Hours	Professional IT Services	$95.00	$285.00
110,000	Keystrokes	Manual Indexing of fields not on spreadsheet	$0.005	$550.00
4	Boxes	(Optional) Document Destruction	$6.00	$24.00
12	Months	1DocStop - Fiscal Services	$400.00	$4,800.00
12	Months	1DocStop - Student Services	$175.00	$2,100.00
			Total	**$8,847.00**

The pricing specified above is based on the quantity estimated. Should the actual quantities change, pricing will be adjusted accordingly. SyTech offers additional technical services and support. A complete SyTech pricing list for service and installation upgrade options can be provided upon request. Pricing does not include any applicable taxes.

Alum Rock Union Elementary School District _____ Date

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Board Ready Memo (contracts under $100K)

To: Hilaria Bauer, Ph.D., Superintendent

From: Denisse Mendez, Director of Child Nutrition Ser.

Re: Contract Approval-East Bay Refrigeration, Inc.

Date: July 17, 2023

Description of services being provided:

The Child Nutrition Services Program (CNS) would like to establish a Preventive Maintenance Program for all refrigeration and freezer equipment located at all school sites. East Bay Refrigeration, Inc., provides competitive and comprehensive services to support the maintenance of all units that includes but not limited to service cleaning condenser, motor, checking hinges and door gasket and resetting defrost time clocks as needed. Maintenance will be provided district-wide every four months, twice during the fiscal year on all units.

Recommendation:

Staff recommends that the Board of Trustees approve the contract with East Bay Refrigeration, Inc. for preventative maintenance, in the amount not to exceed $30,000.00 for the 2023-2024 fiscal year.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Child Nutrition Services Department (School/Dept.) VENDOR NO. 300730

Submitted by: Denisse Mendez, Director

☑ **Independent Contract** ☐ **MOU**

☐ Master Contract

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

Name of Individual/Company: East Bay Refrigeration, Inc.

Address: 23970 Clawiter Road City: Hayward State: CA Zip: 94545

Phone: (510) 940-8917 Email Address: eastbayrefrigeration@gmail.com

SSN: _____ or Fed I.D. #: 46-2466291

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").

East Bay Refrigeraiton, Inc., to provide preventive maintenace service on all refrigeraation equipment ~~located at all schools in Alum Rock Union Elementary School District. Will consist of cleaning condensers,~~ oiling, motors, checking hinges and door gaskets, and resetting defrost time clocks as needed. Checking ~~elec. components, freon levels, microprocessors, + others. Services will be every 4 months about twice a~~ 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:** $30,000 (describe rate agreement) Preventive maintenance services for every 4 months, twice a year Preventive Maintenance Service, Not to exceed $30,000.00.

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
130	5310	0	5650	00	0000	3700	000000	480	3700	$30,000	8/22/23

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

East Bay Refrigeration, Inc.
25149 Pleasant Way
Hayward, CA 94545
Tel: (510) 967-9912
CSLB License # 850485
Insured • Bonded

June 5, 2023

RE: Preventive Maintenance Proposal for all Intermediate and Elementary Schools in the Alum Rock Union Elementary School District

Dear Customer,

East Bay Refrigeration proposes to provide preventive maintenance service on all refrigeration equipment located at the Intermediate and Elementary Schools in the Alum Rock Union Elementary School District. The scope of work will consist of cleaning the condensers, oiling motors, checking hinges and door gaskets, and resetting defrost time clocks as needed. Checking electrical components, freon levels, and microprocessors. No water filters or parts are included in this price. East Bay Refrigeration will provide a list of problems diagnosed for each unit, if any, and recommend the repair to be made at an additional cost.

We will service the equipment every four (4) months. The amount should not exceed the following prices for each location.

$350
Adelante Dual Language Academy, Lyndale Elementary, Learning in Urban Community with high Achievement, and San Antonio Elementary.

$475
Ocala STEAM Academy, Horace Cureton Elementary, Adelante II Academy, Hubbard Media Arts Academy, Aptitude Academy, AJ Dorsa Elementary, Donald Myer Elementary, Millard McCollam Elementary, Sylvia Cassell Elementary, Ryan STEAM Academy, and Russo STEAM Academy.

$640
Linda Vista Elementary School, and Cesar Chavez Elementary School.

$750
Renaissance Academy at Fisher, Joseph George Middle School, and Renaissance Academy at Mathson, and William Sheppard Middle School/Ben Painter Elementary School.

Cleaning material will be an addition, should not exceed $125.00 for each location. Ice machine cleaning are not included in this proposal. This price does not include service calls and/or repairs, as needed. Our hours of operation are 7am to 4pm Monday through Friday.

Thank you for giving East Bay Refrigeration the opportunity to provide Alum Rock Union Elementary School District with superior service and sensible solutions. Should you have any questions, please do not hesitate to contact me at (510) 967-9912.

Limited Warranty: All materials, parts and equipment are warranted by the manufacturers' or suppliers' written warranty only. East Bay Refrigeration, Inc. makes no other warranties, expressed, or implied. Its agents or technicians are not authorized to make any such warrantied on behalf of East Bay Refrigeration, Inc.

East Bay Refrigeration, Inc.
25149 Pleasant Way
Hayward, CA 94545
Tel: (510) 967-9912
CSLB License # 850485
Insured •Bonded

Sincerely,

Mike Fiandor
Mike Fiandor
East Bay Refrigeration

Customer Signature _____ Date _____

Hilaria Bauer, Ph.D.
Print Name

Superintendent
Title

If accepted, please sign and email ebr9912@gmail.com. Valid for 30 days from 6/05/23.

Limited Warranty: All materials, parts and equipment are warranted by the manufacturers' or suppliers' written warranty only. East Bay Refrigeration, Inc. makes no other warranties, expressed, or implied. Its agents or technicians are not authorized to make any such warrantied on behalf of East Bay Refrigeration, Inc.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Board Ready Memo (contracts under $100K)

To: Hilaria Bauer, Ph.D., Superintendent

From: Denisse Mendez, Director of Child Nutrition Services

Re: Shared Plate Strategies

Date: September 9, 2023

Description of services being provided:

This contract is an extension from school year 2022-2023. To continue our partnership with Shared Strategies in soliciting food procurement bids and enhancing CNS understanding and developing protocols for procuring food items and services. The project is carried out virtually unless in-person meetings are necessary. The projects will consist of three objectives; to continue bid developments for food items, technical assistance and resources to enhance our procurement systems to meet USDA and CDE grants, and facilitate towards longterm institutionalized procurement processes for food hubs, local farmers, and other food resources.

Recommendation:

Staff recommends the Board of Trustees approve the contract with Shared Strategies for 2023-2024 school year. Total cost not to exceed $30,000.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Child Nutrition Services (School/Dept.) VENDOR NO. _____

Submitted by: Denisse Mendez, Director of Child Nutrition Services

☑ **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: Shared Plate Strategies LLC

   Address: 20108 N. Ste. N. City: Sacramento State: CA Zip: 93401

   Phone: (518) 865-2022 Email Address: ben@sharedplatestrategies.com

   SSN: _____ or Fed I.D. #: 88-3470327

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on August 1, , 2023 , and will diligently perform as required and complete performance by June 30, , 2024 , unless this Agreement is terminated and/or otherwise cancelled prior to that time.

3. **CONTRACTOR'S OBLIGATION:** Contractor shall provide the following services, materials, products, and/or reports as further described in **Exhibit A**, attached hereto and incorporated herein by this reference ("Services").

   This project aims to assist Alum Rock Child Nutrition Services in soliciting food procurement bids and develop procurement procedures to streamline our protocols for purchases and services that meet the need of the various program goals. Services will be carried out virtually unless in-person meetings are necessary. Budget includes direct and indirect costs at a rate of $125 per hour Max hours 240 hrs

4. **COMPENSATION:** District agrees to pay Contractor for services satisfactorily rendered pursuant to this Agreement. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by District within thirty (30) days after Contractor submits an invoice to District for Services actually completed or the portion of the Services for which payment is to be made. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District.

   ☐ a. **Fee Rate:** $ 125/hr per hour/day of service as may be requested by ARUESD, not to exceed a maximum of 240 hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.

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

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
130	5310	0	5815	00	0000	3700	000000	480	3700	$30,000	AM 8/24/23

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.

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

SHARED PLATE
STRATEGIES

Alum Rock Child Nutrition Services
Farm to School & Procurement Support Scope of Work
Shared Plate Strategies
Produced for Denisse Mendez and Katrina Zhang

July 7, 2023

Project Goals, Objectives, Activities and Timeline

The overall goal of this project is to support Alum Rock Child Nutrition Services to set up their farm to school program for long term growth and sustainability, including: identify and onboard local farmers and vendors; successfully develop and deliver formal and informal procurement; and enhance understanding, systems and protocols for procuring to meet Department farm to school, scratch cooking and other programmatic goals. (240 hours total from August 2023-June 2024)

Objective 1: Develop bid solicitations from writing to award for Beef, Fresh Baked Goods, and Bulk Milk. (August-September 2023, Estimated 65 hours)

Activities include:

- Develop bid solicitations, including item lists. (30 hours)
- Review and revise with Client. (10 hours)
- Support promotion of released bid solicitations to potential vendors. (5 hours)
- Assist Department in scoring and awarding bids. (20 hours)

Objective 2: Provide technical assistance and resources to enhance understanding, systems and protocols to meet Department Farm to School, scratch cooking and other programmatic goals. (September-January, 2023, estimated 71 hours)

Activities include:

- Set up internal organizational system and processes to package and track previous bids and all future procurements for Procurement Reviews. (15 hours)

- Training Department procurement leads on nuances of micro, informal and formal purchases and recent updates by USDA (16 hours)
- Develop Department Code of Conduct and Procurement Procedures (15 hours)
- Identify and recommend scratch produce processing equipment based on Department needs & support facilitation of procurement. (25 hours)

Objective 3: Facilitate outreach, purchasing planning, orders and procurement processes for farm and food hub outreach for seasonal produce and other local foods. Goal is to establish repeat, long-term calendars, relationships and procurement for long-term institutionalization. (September 2023-June 2024, 104 hours)

Activities include:

- Work with the Department to plan seasonal local purchasing throughout the year. (20 hours)
- Support operational planning and analysis of volumes for planning. (10 hours)
- Facilitate outreach to agricultural producers and vendors to identify and develop relationships between suppliers and district, directly, when possible, or via existing distributors when appropriate. (25 hours)
- Support district to establish procurement strategy and processes for purchases as appropriate. (25 hours)
- Facilitate purchasing planning, orders and deliveries to ensure District and Supplier success. (24 hours)

Budget

The following budget includes all anticipated direct and indirect costs of delivering the project, including labor, overhead, travel, supplies, etc., at a rate of $125 per hour.

For the roles described above, we anticipate the following breakdown of hours to be led by Ben Thomas:

Objective 1 - August-September 2023, Estimated 65 hours

Objective 2 - September-January, 2023, estimated 71 hours

Objective 3 - September 2023-June 2024, 104 hours

Total estimate = 240 hours at $125 = $30,000

Qualifications

Shared Plate Strategies LLC was formed in 2022 by Ben Thomas, one of California's foremost experts on local procurement and scratch cooking implementation in schools. Shared Plate Strategies evolved from the increasing need from school child nutrition departments for technical assistance to advance their farm to school visions while navigating complex procurement regulations, production processes, and sourcing and logistics pathways. Ben will

serve as the lead technical assistance provider and manager for this project. Through Shared Plate Strategies LLC, Ben provides school districts with a robust set of services ranging from planning and facilitation to staff engagement, menu development, supplier onboarding, and development of procurement and tracking systems within state and federal guidelines. All services are customized to the specific needs of each District's Nutrition Services program.

Ben has been working in institutional procurement for 13 years, most recently overseeing the statewide Farm to Cafeteria Program at the Community Alliance with Family Farmers (CAFF) from 2015-2022. During his tenure, the Farm to Cafeteria program at CAFF directly supported more than 200 school districts in California to procure from local farms. Ben has extensive experience in developing and implementing successful bid solicitation processes, having worked with more than 40 districts on more than 60 bid solicitations since 2014. Ben led development of the Bid Generator software to automate the creation of formal bid solicitations for school districts at CAFF that is still in use. He served on the CDFA Statewide Farm to School Subcommittee and was the Sustainable Food Manager for UC Davis prior to CAFF. Ben holds a Bachelors Degree in Economics with Honors from Siena College in Albany, New York.

Tim Wilkinson joined Shared Plate Strategies to support bid processes for schools, recently completing a full spectrum of bid solicitations with Ben and client Alum Rock Union. Tim has a 20 year career in sales and purchasing, most recently as the USA buyer and operations manager at Lezyne, Inc., a worldwide bicycle accessories manufacturer. Previous to that, Tim has experience developing and documenting operational procedures for new sales teams, existing businesses, as well as creating and developing projects and events. Tim holds an engineering degree from Cal Poly, San Luis Obispo.

Shared Plate Strategies Contact Information

Ben Thomas

ben@sharedplatestrategies.com

805-316-0761

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

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

To: Hilaria Bauer, Ph.D., Superintendent

From: Ed Villarreal, Director of Maintenance, Operations, and Transportation

Re: Contract Approval - Bay Alarm Company

Date: August 23, 2023

Summary:
Bay Alarm Company will provide installation services and miscellaneous repairs not covered under the service agreement.

Recommendation:
Staff recommends that the Board of Trustees approve the contract with Bay Alarm Company for $15,000.00 for the 2023-2024 Fiscal Year.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: MOT-Operations (School/Dept.) VENDOR NO. _____

Submitted by: Ed Villarreal, Director

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

   Name of Individual/Company: Bay Alarm Company

   Address: _____ City: _____ State: CA Zip: _____

   Phone: (800)610-1000 Email Address: Andrew.Cook@bayalarm.com

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

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date September 15, 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 installation services and miscellaneous repairs not covered under the routine service agreement.

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:** $15,000.00 (NTE) (describe rate agreement) _____

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
010	0000	0	5870	00	0000	8100	000000	450	5350	$15,000.00	M.N 9/1/2023

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

EXHIBIT B

July 2023

ARUESD
2930 Gay Avenue
San Jose, CA. 95127

Re: One-Time Charges

I would like to thank you for the opportunity to submit this agreement for your review and approval. Please allow me a brief moment to acquaint you with Bay Alarm Company and our business philosophy

In the past seven decades, Bay Alarm has grown to become the nation's largest independently owned alarm company. How did we do it? We have a motto—the "Bay Way." The Bay Way is about doing right by our customers, and treating our fellow Bay Alarm staff members with the utmost respect. We pride ourselves on timely service, quality workmanship, and customer support that goes beyond expectations. With Bay Alarm, you'll get a security provider that understands your needs and constantly works to ensure you remain secure.
Currently the largest privately held Alarm Company in the nation with a customer base of over 155,000, we employ over 1,100 security professionals. We operate our own UL listed; FM approved monitoring station located locally within California. With fourteen full-service branch locations throughout California, we are strategically located to provide the maximum in efficiency for service to all of our customers and this also allows us to offer and provide 24-hour maintenance service, 365 days a year.

Bay Alarm Company is a leader in our industry and we are proud to be affiliated with the following associations and agencies:

- California Alarm Association
- Central Station Alarm Association
- Security Network of America
- National Burglar and Fire Alarm Association
- National Systems Contractor's Association
- California Automatic Fire Alarm
- National Fire Protection Association (NFPA)
- Better Business Bureau
- Underwriters' Laboratories Listed

Scope of work:
Bay Alarm will provide services at its then-prevailing rates (current service rates are $115 for the initial 30 minutes of labor and $95 each additional 30 minutes of labor) and materials on a cost basis. Service includes providing repair and maintenance services for the alarm systems and equipment not covered under a full-service plan. Examples of services provided under this agreement are: alarm control panel repair or replacement, door contact repair or replacement, motion sensors repair or replacement, battery replacement, and other repairs as needed.

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 - Bosco Construction Services, Inc.

Date: August 29, 2023

Summary:
It is necessary for the District to maintain a contract with a company that can provide small-scale constructions, repairs, paintings, and installations for facilities district-wide on an as-needed basis. Based on the pricing, experience, and responsiveness, the District is recommending to contract with Bosco Construction Services.

Recommendation:
Staff recommends that the Board of Trustees approve the contract with Bosco Construction Services for $85,000.00 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: **Bosco Construction Services, Inc.** VENDOR NO: 22784

ADDRESS: **1177 North 15th Street, San Jose, CA 95112** FAX NUMBER:

TELEPHONE NUMBER: **(408) 642-8310**

TAX ID NUMBER: **27-3048630**

E-Mail: pc@boscoco.com; pm@boscoco.com

BOARD APPROVAL DATE: September 14, 2023

CONTRACT TERM: From September 15, 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 small-scale constructions, repairs, paintings, and installations for facilities district-wide on an as-needed basis.**

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	$85,000.00

Program Manager/Principal _____ **Date:** 8/30/23

Superintendent _____ **Date:** _____

Fiscal Approval _____ **Date:** 8/31/2023
Accountant

Director of Fiscal Services _____ **Date:** 9/1/2023

Asst Supt, Bus Services _____ **Date:** 9/5/23

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:** $85,000.00 (NTE) FY: 2023 – 2024

Services Bosco Offers:

- **Painting**
- **Emergency Water-Fire-Mold Mitigation**
- **Asphalt & Concrete repair**
- **Reconstruction/Remodel**
- **Flooring**
- **Emergency plumbing and general plumbing**
- **Fencing**
- **Site Demo and/or Cleanup**
- **Metal Fabrication/Welding**

NOTE: T&M pricing

Time/Labor: Labor is quoted for each individual job.
*****Rate is Prevail Wage and is different for each category, it changes 2 to 3 times each year.****

Material is COST plus 20%

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 – Kern Oil Filter Recycling LLC

Date: August 24, 2023

Summary:
Kern Oil Filter Recycling LLC will provide annual service for the wash rack, located in the District's corporate yard, which includes the removal of the debris and fluids, replace filters, and additional related work. This area is used to wash buses and other District vehicles.

Recommendation:
Staff recommends that the Board of Trustees approve the contract with Kern Oil Filter Recycling LLC for $5,000.00 for the 2023-2024 Fiscal Year.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: MOT-Maintenance (School/Dept.) VENDOR NO. 020875

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: Kern Oil Filter Recycling LLC

   Address: 2355 Road #192 City: Delano State: CA Zip: 93215

   Phone: (661) 721-8739 Email Address: _____

   SSN: _____ or Fed I.D. #: 46-0727047

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date 08-21-2023 end date 06-30-2024

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

   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:

   Kern Oil Filter Recycling LLC will provide annual service for the wash rack, located in the District's Corporate Yard, which includes the removal of the debris and fluids, replace filters and additional related work. This area is used to wash buses and other District vehicles.

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:** $ 5,000.00 (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	5815	00	0000	8100	000000	450	8130	$5,000.00	M.N 8/31/23

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

KERN OIL FILTER RECYCLING, LLC

2355 Road 192 Delano, CA 93215
Phone: (661)721-8739 Fax: (661)725-0654

Environmental Service Quote

Oily water/used antifreeze/coolant - **$2.00/gal** (total depends on number of gallons)
Truck time: 2 hours at **$150 per hour**
Emergency Call Out Fee **$125**
Manifest fee - **$40/manifest**

Authorized by: _____ **Date:** 8/21/23

Customer Name: Alum Rock Elementary School District EPA# CAL000055406

Address: 2930 Gay Ave, San Jose CA 95127

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: **BUSINESS OFFICE** Contract No.: _____ Vendor No.: 18760

Social & Emotional Learnir (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: Pacific Clinics

Address: 251 Llewellyn Ave. City: Campbell State: CA Zip: 95008

Phone: (408) 679-2883 Email: kim.wells@pacificclinics.org

SSN: _____ Fed I.D. #: 94-2295953

CONTRACT TERM: start dates September 15, 2023 end date June 30, 2024

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

Pacific Clinics will provide student workshops on sexual abuse prevention. They will discuss trauma, emotions, personal safety, and boundaries. Teacher workshops will also be available on sexual abuse support, reporting, and resources. Therapy service referrals will be provided.

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:** $ 0.00

Describe other related costs: No Cost

BUDGET CODE: 010-0000-5815-00-1110-1000-000070-061-7221 _____
Accountant Initials

_____ _____
Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: 8/18/23

Director of Fiscal Services: _____ Date: _____

Asst. Supt., of Business Services: _____ Date: _____

Superintendent: _____ Date: _____

DocuSign Envelope ID: 4A4E1383-D287-4C87-8146-39F42254C371

Pacific Clinics

Child Abuse Prevention Workshops Scope of Work

The outpatient program will provide workshops to students regarding sexual abuse prevention. The workshops will include discussion of trauma symptoms, recognition of emotions, emotional regulation, personal safety, consent/safe touch, communication skills, boundaries and how to reach out to trusted adults for help. The outpatient program will also provide workshops to teachers and admins helping them understand the warning signs and red flags of sexual abuse, what they can do to help the students, mandated reporting, and resources. If there is a need for ongoing therapy services for students who are going through sexual trauma, the student can be referred to the outpatient program for ongoing trauma treatment.

There will be no cost for the workshops provided to the Alum Rock School District as it is paid for by the grant from the Child Abuse Prevention Council (CAPC). The workshops will be provided for the current year 2023-2024.

DocuSigned by:
CA06E8E4E66D401...

Kim M. Wells, Chief Legal Officer

Hilaria Bauer, PHD, Superintendent

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: **BUSINESS OFFICE** Contract No.: _____ Vendor No.: 300368

Social & Emotional Learnir (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: Sown to Grow, Inc.

Address: 1721 Broadway, Suite 201 City: Oakland State: CA Zip: 94612

Phone: (415) 745-9465 Email: colin@sowntogrow.com

SSN: _____ Fed I.D. #: 47-4681316

CONTRACT TERM: start dates September 15, 2023 end date June 30, 2026

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

Sown to Grow will provide site-wide software licenses for teachers & students, SEL curriculum, virtual PD/training, ongoing coaching, & administrator data reports. Multi-year implementation package for George, Hubbard (6th-8th only), Ocala, Renaissance at Fischer and Sheppard.

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:** $ 49,500.00

Describe other related costs: _____

BUDGET CODE: 060-7085-0-5815-00-1110-1000-000070-061-7085 _____
Accountant Initials

_____ _____
Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: 8/18/23

Director of Fiscal Services: _____ Date: _____

Asst. Supt., of Business Services: _____ Date: _____

Superintendent: _____ Date: _____

SOWN TO GROW

Alum Rock Union Elementary - 2023-26 (multi-year)

Alum Rock Union Elementary Social Emotional Learning
1990 Kammerer Ave.
San Jose, CA 95116
United States

References: 20230809-205132368
Quote created: August 9, 2023
Quote expires: November 1, 2023
Quote created by: Colin Gilbert

colin@sowntogrow.com

Annya Artigas
annya.artigas@arusd.org

Products & Services

Item & Description	Quantity	Unit Price	Total
Multi-Year Implementation September 15, 2023 - June 30, 2026 Sheppard Middle School (~515 students) Includes site-wide software licenses for teachers and students, SEL curriculum, virtual PD/training, ongoing coaching, and administrator data reports to measure growth in student student well-being, SEL skills, academic reflection quality, and more.	1	$12,000.00	$12,000.00
Multi-Year Implementation September 15, 2023 - June 30, 2026 George Middle School (~376 students) Includes site-wide software licenses for teachers and students, SEL curriculum, virtual PD/training, ongoing coaching, and administrator data reports to measure growth in student student well-being, SEL skills, academic reflection quality, and more.	1	$9,750.00	$9,750.00

Item & Description	Quantity	Unit Price	Total
Multi-Year Implementation September 15, 2023 - June 30, 2026 Hubbard Media Arts Academy (~168 students - only grades 6-8) Includes site-wide software licenses for teachers and students, SEL curriculum, virtual PD/training, ongoing coaching, and administrator data reports to measure growth in student student well-being, SEL skills, academic reflection quality, and more.	1	$8,250.00	$8,250.00
Multi-Year Implementation September 15, 2023 - June 30, 2026 Ocala Middle School (~416 students) Includes site-wide software licenses for teachers and students, SEL curriculum, virtual PD/training, ongoing coaching, and administrator data reports to measure growth in student student well-being, SEL skills, academic reflection quality, and more.	1	$9,750.00	$9,750.00
Multi-Year Implementation September 15, 2023 - June 30, 2026 Renaissance Academy at Fischer (~394 students) Includes site-wide software licenses for teachers and students, SEL curriculum, virtual PD/training, ongoing coaching, and administrator data reports to measure growth in student student well-being, SEL skills, academic reflection quality, and more.	1	$9,750.00	$9,750.00
	One-time subtotal		$49,500.00
	Total		**$49,500.00**

Signature

Before you sign this quote, an email must be sent to you to verify your identity. Find your profile below to request a verification email.

Annya Artigas
annya.artigas@arusd.org

Rupa Gupta
rupa@sowntogrow.com

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: State and Federal Programs (School/Dept.) VENDOR NO. 22493

Submitted by: Sandra Garcia

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

   Name of Individual/Company: Springboard Collaborative

   Address: 1500 John F. Kennedy Blvd. Ste. 1160 City: Philadelphia State: PA Zip: 19102

   Phone: (908) 902-7833 Email Address: t.arriaga@springboardcollaborative.org

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

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date September 15, 2023 end date June 6, 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:

   Springboard will provide an 8 week evidence-based literacy program that includes parent and teacher coaching, literacy materials, incentives and consultation. The contract will support a minimum of 6 schools serving 270 students in TK-3rd grade for the 23/24 school year.

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

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

   X b. **Other:** $67,950.00 (describe rate agreement) not to exceed

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
060	7425	0	5815	00	1110	1000	010200	360	7390	67,950.00	

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

springboard COLLABORATIVE

Partnership Proposal & Quote for

Alum Rock Union Elementary School District

Apr 12, 2023



Created by:

Teresa Arriaga
Executive Director
Springboard Collaborative

Prepared for:

Sandra Garcia
Alum Rock Union Elementary School District

Apr 12, 2023

Dear Sandra Garcia,

Springboard Collaborative is helping schools and districts like Alum Rock Union Elementary School District to drive reading growth for its most vulnerable student populations. We are eager to support your learning recovery efforts through our best-in-class programming, which include a range of options to best meet your needs.

Schools and districts choose to partner with Springboard because they:

- **Lack capacity** to design and manage reading programs independently
- Seek to invest in **supports for struggling readers** that deliver results
- Hope to **amplify family-educator collaboration** to accelerate reading outcomes
- Want **fully-scripted materials** to relieve over-burdened teachers
- Know that **systematic, explicit literacy instruction** is crucial for young readers

Springboard programs can be implemented during the school day, afterschool, or through our signature summer program. We can customize the level of support you receive, the materials package that best meets your needs, and even how to structure your instructional model. Some partners leverage Springboard to increase instructional time as a high dosage tutoring solution while others ask us to help them implement rigorous, half-day summer reading programs. All roads lead to the same destination—turbocharged student outcomes through family-educator partnership.

In the pages that follow, you'll see an overview of the program offering that we think will best meet your needs. You'll also see a price quote based on the number of schools and students that we will be supporting.

After your review and approval, we'll send you a service agreement which will act as our contract. Upon signature, Springboard's program team will lead you through the steps required to prepare for program launch. I will be your point of contact throughout the entire process.

I look forward to helping you achieve your objectives!

Teresa Arriaga

Quote

Quote Created: 2023-04-12 22:42
Quote Number: 00000930
Quote Expiration: 2023-09-22
Season: Fall
Program Length: 8 weeks

Remarks:

Feature	Quantity	Unit Price	Total
Support package fee	6.00 sites	$6,00.00 per site	$36,000.00
Student bundles	270.00 students	$125.00 per student	$33,750.00
Discount ($300 per site)			-$1,800.00
Total			**$67,950.00**

* Seasonal staff fees are flow-through. These are based on exact costs plus administrative fees and required taxes. Seasonal staff fees are based on the rates your district pays your teachers and are estimated in this document.

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: Dr. Imee Almazan

☐ **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: Asian American for Community Involvement (AACI)

Address: 2400 Moorpark Ave City: San Jose State: CA Zip: 95128

Phone: (408)975-2730 Email Address: Katie.nice@aaci.org

SSN: _____ or Fed I.D. #: 94-2292491

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on September 15th, 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").

AACI will provide Behavioral Health Services to students with full scope medi-cal at the following sites: ~~Linda Vista, LUCHA and Adelante I. Services will be provided at school, clinic, in the community or via~~ Zoom. AACI's Friday Night Lights(FNL) program will offer youth capacity building, skill training, and ~~assisting middle school youth at implementing projects at Aptitud at Goss and other select middle school~~ sites, contingent on capacity.

4. **COMPENSATION:** District agrees to pay Contractor for services satisfactorily rendered pursuant to this Agreement. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by District within thirty (30) days after Contractor submits an invoice to District for Services actually completed or the portion of the Services for which payment is to be made. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District.

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

☑ b. **Other:** $_____ (describe rate agreement) No Cost to District

010-0000-0-5815-00-0000-3130-000000-340-7221

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials

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

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Memorandum of Understanding (MOU) Between
Asian Americans for Community Involvement (AACI)
&
Alum Rock Union School District

By this agreement made and entered into on this day September 15 of 2023 between Alum Rock Union School District (hereinafter referred to as ARUSD) and Asian Americans for Community Involvement (AACI) (hereinafter referred to as Provider), in consideration of their mutual covenants, the parties hereto agree as follows:

1. DESCRIPTION OF SERVICES: Asian Americans for Community Involvement (AACI) will provide the Friday Night Live Kids (FNLK) and Club Live (CL) to Aptitud Community Academy at Goss (hereinafter referred to ACA). The Friday Night (FNL), Club Live and FNL Kids mission is to build partnerships for positive and healthy youth development, engage youth in Social Emotional Learning (SEL) practices, and to engage youth as active leaders and resources in their communities. The primary goal of Friday Night is to form partnerships between young people and adults to provide programs rich in opportunities and support so young people will less likely engage in problem behaviors and more likely to achieve in school, attend higher education, and secure full-time jobs. Friday Night/Club Live's vision is to work hand-in-hand with young people so they are both problem free and fully prepared for their futures. Friday Night Live, Club Live, and Friday Night Live Kids programs support youth-driven school and community efforts. Engaging youth in creating change around issues that impact them benefits young people in supporting positive development and also benefits adults, organizations, and communities. Young people provide valuable insight, perspective, and experience and engaging them ensures that change being created is relevant to their lives.

In addition, AACI will also provide individual therapy and case management services to students (clients) and their caregivers who have full scope Medi-cal insurance as their only insurance and who have requested mental health services through school staff or the county call center. Individual therapy and case management services will last until symptoms improve, counseling goals are met, client and caregiver disengage from services, or any other reason the clinician deems as appropriate for ending therapy services. AACI will also provide a 6-week group rehabilitation (group therapy or skills group) service at one school site at a time. Services will be for students (clients) who have only full scope Medi-cal insurance. Two or more AACI providers will be present during the group rehabilitation services. These groups will last 30-45 minutes. The theme of the group will be navigating emotions and communication through a culturally sensitive and competent approach to support the acclimation to new environments. The minimum amount of students in the group would be 4 and the maximum would be 8. Ages of group members will depend on which students (clients) are opened for the group services and the members will be put in age-specific groups if needed. The clients will be closed after the 6-week group, unless they want to continue with individual therapy services, in which case, an individual therapist will be assigned to them. AACI Clinicians will need a confidential space to perform services for clients for individual therapy and for the group rehabilitation.

A. PURPOSE OF MOU: To outline the services provided by AACI for ARUSD campuses (ACA, Adelante 1, Linda Vista, and LUCHA).

B. DUTIES OF PROVIDER: The Provider agrees to provide the following services, materials, and/or products: On-site and/or virtual Club Live services through capacity skill building training, assist youth in implementing

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projects that are designed to elicit community or neighborhood-wide norm or policy change, foster mental and emotional health and well-being, foster academic commitment and achievement, youth engagement in community service, social action activities, and advocacy for safe and healthy environments, collaboration with school staff, provide ongoing support services to student and families and referrals to community agencies as needed, on-site or telehealth individual therapy and case management services to the opened clients at the specific ARUSD campuses, and to provide group rehabilitation services to students (clients) who are enrolled to attend the group.

C. DISTRICT/SCHOOL OBLIGATIONS: For the period of this agreement, ARUSD shall provide the following: Provide physical space for Friday Night/Club Live services, digital space for virtual and online programming, student referrals, assistance for AACI staff to provide effective services and opportunities to staff about the referral process for teachers and staff, provide physical and confidential space for individual therapy and group rehabilitation services, coordination of care between school staff and AACI clinicians, Provided, however, the "assistance for AACI staff" shall not significantly impact the work-load of any ARUSD employee.

D. COMPENSATION: For the full performance of this agreement, ARUSD shall pay $0.00 to Provider. The Santa Clara County Department of Behavioral Health Services (BHS) has contracted with AACI for all program services outlined in section 1, Description of Services and Duties of Provider. ARUSD is therefore not responsible for any program related expenses incurred by the Provider unless the parties agree in advance.

E. PERIOD OF MOU: The Provider's work as specified in this agreement shall commence on **September 15, 2023** and shall be completed on or before **June 30, 2024.**

F. GENERAL TERMS AND CONDITIONS:

1. INDEMNIFICATION: The Provider agrees to indemnify, defend, and hold harmless ARUSD its officers, agents, employees, and volunteers from any claim of damage or loss to any students and/or employees of ARUSD, or other persons, firms, or corporations including those furnishing or supplying work, services, materials, or supplies, where the claim or loss is alleged to arise from the negligence or other culpable conduct of the Provider and/or any agent of the Provider (including any medical staff it supervises) in the performance of this agreement. The Provider's obligation to defend shall be triggered by its receipt of notice of such claim or loss.

2. NON-DISCRIMINATION: No discrimination shall be made in the employment of persons under this agreement because of the race, religion, sex, age, national origin, ancestry, political affiliations, disability, medical condition, marital status, or sexual orientation.

3. CONFLICT OF INTEREST: Before executing this agreement, the Provider shall disclose to the ARUSD identities of any board member, officer, or employee of ARUSD, or relatives thereof, who the provider knows will have financial interest resulting from this agreement.

4. LICENSE AND AUTHORITY: The Provider will maintain all necessary licenses during the term of agreement. If other than a natural person, Provider is duly authorized to enter into this agreement by its governing or controlling body. Evidence or copies of all necessary licenses must accompany this agreement.

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5. EQUIPMENT AND FACILITIES: The Provider will provide all necessary equipment and facilities to render his/her services pursuant to this agreement, unless otherwise agreed to by the parties. The Provider alone shall be solely responsible for the pay and benefits and any other compensation for all medical personnel it provides.

6. USE OF ADDITIONAL WORKERS BY PROVIDER: The Provider may, at the Provider's own expense, employ additional workers or other Providers as necessary for the completion of this agreement and shall maintain workers' compensation insurance as required by state law. ARUSD shall not control, direct, or supervise the Provider's additional workers or Providers in the performance of those services. The Provider assumes full and sole responsibility for the payment of all compensation and expenses of these additional workers or Providers and for all state and federal income tax, unemployment insurance, social security, disability insurance, and other applicable withholdings. The Provider shall not hire employees of ARUSD for performance of this agreement.

7. ASSIGNMENT: Without the written consent of ARUSD this agreement is not assignable by the Provider.

8. SUCCESSORS AND ASSIGNS: This agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

9. FINGERPRINTING AND CRIMINAL RECORDS CHECK: Provider shall comply with the provisions of Education code section 45125.1 regarding the submission of employee fingerprints with the California Department of justice and the completion of criminal background investigations of its employees. Provider shall not permit any employees to have any contact with District pupils until such time as Provider has verified in writing to ARUSD that such employee has not been convicted of a felony as defined in Education code 45125.1. Provider's responsibility shall extend to all employees, subcontractors and employees of subcontractors regardless of whether such individuals are paid or unpaid, concurrently employed by the district and/or acting as independent providers of the Provider. Verification of compliance with this section shall be provided in writing to ARUSD prior to the commencement of participation in the agreed project and prior to contact with students.

10. HEALTH EXAMINATION: No person shall be initially allowed to interact with students unless he/she has placed on file with the provider or district a certificate from a physician licensed under the Business and professions Code indicating that a tuberculosis examination within the past 60 days shows that he/she is free from active tuberculosis. The tuberculosis examination shall consist of an approved intradermal tuberculin test. An X-ray of the lungs shall be required only if the intradermal test is positive. (Education Code 49406)

11. APPLICABLE LAW: The validity of this agreement and any of its terms or provisions as well as the rights and duties of the parties hereunder shall be governed by the laws of the state of California.

12. CHANGES OR ALTERATIONS: No changes, alterations, or variations of any kind to this agreement are authorized without the written consent of ARUSD and Provider.

13. HEADINGS: All section headings contained herein are for clarification and convenience of reference only and are not intended to limit the scope of any provision of the agreement.

14. TERMINATION: The Provider and/or ARUSD may terminate this agreement upon thirty (30) days advance written notice and be relieved of the payment of any consideration to the Provider should the Provider fail to perform under this agreement. In the event of such termination, ARUSD may proceed with the work in any manner deemed proper by ARUSD. The cost to ARUSD shall be deducted from any sum due the Provider under this agreement.

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15. SEVERABILITY: In the event any portion of this agreement shall be held by a Court to be invalid, such holding shall not invalidate the remainder of this agreement.

16. AMBIGUITY: The language herein shall be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.

17. COPYRIGHT: Any written or electronic media product produced as a result of this contract shall be a work for hire and shall be the property of the Provider and ARUSD.

18. EXPENSES: The Provider shall be responsible for all costs and expenses incident to the performance of services for ARUSD, except as provided by this agreement, including but not limited to: all costs of equipment provided by the Provider; all fees, fines, licenses, bonds or taxes required of or imposed against the Provider; and all other of the Provider's costs of doing business.

19. 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 Provider certifies that no one who has or who will have any financial interest under this agreement is an officer or employee of ARUSD. Additionally, as the Contractor is not an ARUSD employee, ARUSD is not responsible for obtaining workers' compensation insurance coverage for the Contractor.

DocuSign Envelope ID: 295A1103-599D-48F8-AF93-9C447E7B27BF

G. COMMUNICATIONS: Communications between the parties to this Agreement may be sent to the following addresses:

Provider:	School District:
Asian Americans for Community Involvement (AACI) 2400 Moorpark Avenue, Suite 300 San Jose, CA 95128 ATTN: Sarita Kohli, President/CEO	Alum Rock Union School District 2930 Gay Ave San Jose, CA 95127 ATTN: Hilaria Bauer, Ph.D, Superintendent

H. UNDERSTANDING AND ACCEPTANCE OF THE PARTIES: This Agreement constitutes the entire agreement between the parties with respect to the subjects covered herein. The Provider's signatures below signify both an understanding and acceptance of the contract provisions.

I. ARUSD REPRESENTATIVE

Signature:

Print Name: Hilaria Bauer, Ph.D

2930 Gay Ave
San Jose, CA 95127
Phone: (408) 928-6800

E-Mail Address: hilaria.bauer@arusd.org

PROVIDER

Signature: DocuSigned by: Mika Murakami E6F1E57580254A7...
8/25/2023

Print Name: Mika Murakami
CFO

Address: 2400 Moorpark Ave. #300
San Jose, CA 95128
Phone / Fax:
408-975-2730/408-975-2745

E-Mail Address: sarita.kohli@aaci.org

DocuSign Envelope ID: [illegible]

Attachment A
Aptitud Community Academy at Goss

Schools: Aptitud Community Academy at Goss

Service Provider/Agency: Asian Americans for Community Involvement

Agency Contact: Sarita Kohli,
President/CEO
Phone Number: 408-975-2730 ext. 106

Description of Services: Asian Americans for Community Involvement (AACI) will provide the Friday Night Live, Club Live, and Friday Night Live Kids programs to ARUSD. The Friday Night (FNL), Club Live and FNL Kids mission is to build partnerships for positive and healthy youth development and to engage youth as active leaders and resources in their communities by engaging youth in Social Emotional Learning (SEL). The primary goal of Friday Night is to form partnerships between young people and adults to provide programs rich in opportunities and support so young people will less likely engage in problem behaviors and more likely to achieve in school, attend higher education, and secure full-time jobs. Friday Night/Club Live's vision is to work hand-in-hand with young people so they are both problem free and fully prepared for their futures. Friday Night Live, Club Live, and Friday Night Live Kids programs support youth-driven school and community efforts. Engaging youth in creating change around issues that impact them benefits young people in supporting positive development and also benefits adults, organizations, and communities. Young people provide valuable insight, perspective, and experience and engaging them ensures that change being created is relevant to their lives.

Services Provided: AACI Friday Night Live youth programming through youth capacity building, skill training, and assisting youth in implementing projects that are designed to elicit community or neighborhood-wide, norm or policy change, foster mental and emotional health and well-being, foster academic commitment and achievement, youth engagement in community service, social action activities, and advocacy for safe and healthy environments, collaboration with school staff, and provide ongoing support services to student and families and referrals to community agencies as needed.

MOU/Contract: Yes No **Board/District Approved:** Yes No

Date Approved:

If yes, term of MOU/contract dates: **September 15, 2023** through **June 30, 2024**

(ATTACH COPY OF MOU/CONTRACT)
Contract cost to the District: $0.00

List names of agency staff on campus with or without MOU:

Joseph Rivera	Joseph.rivera@aaci.org	(408) 975-2730 ext. 283
Amanda Nguy	Amanda.Nguy@aaci.org	(408) 975-2730
America Bautista	America.bautista@aaci.org	(408) 975-2730 ext. 172

Information submitted by: Sarita Kohli Phone Number: 408-975-2730 ext. 106

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. 22701

Submitted by: Imee Almazan

☑ **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: Dora J. Dome DBA: Dora J. Dome Law Offices

   Address: 5111 Telegraph Ave #164 City: Oakland State: CA Zip: 94609

   Phone: (510) 301-6667 Email Address: dora@doradomelaw.com

   SSN: _____ or Fed I.D. #: 27-4917778

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on September 15, 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").

   DDL will provide professional development in-person and/or virtually to district staff/administration on topics such as bullying prevention and disciplinary suspension and /or explusion. Cost for 1/2 session $3000

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:** $3,000.00 (describe rate agreement) 1/2 session (3hrs or less)

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	5020	$3,000.00	

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

Dora Dome Law
5111 Telegraph Ave., #164
Oakland, CA 94609
dora@doradomelaw.com
www.Doradomelaw.com
(510) 301-6667

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into this 15th day of September, 2023, by and between the **Alum Rock Union Elementary School District, 2930 Gay Ave, San Jose, CA 95127**, hereinafter referred to as District, and Dora J. Dome, hereinafter referred to as DDL.

In consideration of the promises and the mutual agreements hereinafter contained, District and DDL agree as follows:

District appoints DDL to represent, advise, and counsel it from September 15, 2023, through and including June 30, 2024, and continuing thereafter as approved. Any services performed during the period between the above commencement date and the date of Board action approving this Agreement are hereby ratified by said Board approval. DDL agrees to keep current and in force at all times a policy covering incidents of legal malpractice.

District shall be truthful with DDL, cooperate with DDL, keep DDL informed of developments, perform the obligations it has agreed to perform under this Agreement and pay DDL bills in a timely manner.

For services other than training, District agrees to pay DDL Three Hundred - Twenty - Five dollars ($325) per hour, Two-Hundred-Fifty ($250) for Educational Consultants, and One-Hundred-Seventy-Five dollars ($175) per hour for paralegals and/or law clerks, if it becomes cost-effective in DDL's determination to use educational consultant, paralegal and/or law clerk support for discrete scopes of work. At times, it may be necessary for DDL to consult and/or collaborate with specialized legal counsel. Such specialized legal counsel will be billed at $325 per hour.

Training services: DDL's training is provided for educational, legal compliance and loss-prevention purposes. The training is not itself intended to convey or constitute legal advice for particular issues or circumstances. Legal advice sought before or after the training is available at DDL's standard hourly rates and contract terms. District agrees to pay DDL's in person Half Day Training rate of Three Thousand dollars ($3,000 - Three hours or less) and in person Full Day Training rate of Four Thousand - Five Hundred Dollars ($4,500 – Three+ – Six hours), with a maximum of Sixty (60) participants, inclusive of travel costs and

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expenses. The maximum number of participants can be modified by mutual agreement. At times, it may be necessary for DDL to consult and/or collaborate with trainers with specialized expertise and to have said trainers co-present or present on behalf of DDL. Such specialized training services will be billed at the Contractor's training rate.

Additionally, in light of Covid-19 and the potential implications for in person staff trainings, District agrees to pay DDL's virtual (e.g. Zoom) Half Day Training rate of Two Thousand dollars ($2,000 - Three hours or less) and virtual Full Day Training rate of Three Thousand - Five Hundred Dollars ($3,500 – Three+ – Six hours).

Online Training: DDL's online staff and student trainings are provided for educational, legal compliance and loss-prevention purposes. The trainings are not in themselves intended to convey or constitute legal advice for particular issues or circumstances. Legal advice sought before or after the training is available at DDL's standard hourly rates and contract terms. The cost will be negotiated by the parties based on the quantity of participants desired.

Books: DDL has authored numerous resource books for educators. These books are available on Amazon but may be purchased directly from DDL in bulk at a discounted rate. The discounted rate will be negotiated by the parties based on the book and the quantity ordered.

Agreements for specific specialized projects or scopes of particular work may be made by mutual Agreement of the Parties for DDL's legal and/or training services at other than the rates as set forth above.

Substantive communications advice (telephone, voice-mail, e-mail) is billed in a minimum increment of one-tenth (.1) of an hour. In addition, reasonable travel time will be charged at Two Hundred dollars ($200) per hour. In the course of travel it may be necessary for DDL to work for and bill other clients while in transit.

District further agrees to reimburse DDL for actual and necessary expenses and costs with respect to providing the above services, including support services such as copying costs, express postage, and facsimile transmittals, and travel expenses such as reimbursement for mileage and tolls at standard rates. District agrees that such actual and necessary expenses may vary according to special circumstances necessitated by request of District or by emergency conditions which occasionally arise.

District further agrees to pay for major costs and expenses by paying third parties directly including, but not limited to, costs of serving pleadings, filing fees and other charges assessed by courts and other public agencies, arbitrators' fees, court reporters' fees, jury fees, witness fees, investigation expenses,

consultants' fees, and expert witness fees. Upon mutual consent of District and DDL, DDL may pay for such costs and expenses and District shall advance costs and expenses to DDL.

DDL shall send District a statement for fees and costs incurred every calendar month. DDL's statements shall clearly state the basis thereof, including the amount, rate and basis for calculations or other methods of determination of DDL's fees. District shall pay DDL's statements within thirty (30) days after each statement's date.

It is expressly understood and agreed to by both parties that DDL, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the District.

Conflicts of Interest: Because DDL may represent other school and community college districts, county offices of education, joint powers authorities, SELPAs and other educational entities, conflicts of interest occasionally may arise in the course of DDL's representation. Because DDL does not represent many private entities or non-school public entities, DDL will encounter fewer conflicts of interest than the District would encounter with law firms that represent those types of entities. If DDL becomes aware of any potential or actual conflicts of interest, DDL will inform the District of the conflict and comply with the legal and ethical requirements to fulfill its duties of loyalty and confidentiality to District. If District has any question about whether DDL has a conflict of interest in its representation of District in any matter, it may contact DDL or other legal counsel for clarification.

Conflicts of interest in investigations: If DDL is retained to provide investigation services pursuant to the Uniform Complaint Procedures or otherwise, DDL may be required to disclose the results of that investigation by operation of statute or district procedures. Such investigation results may be adverse to the district, may find that the district or district employees behaved improperly or may contain findings that may require the district to take certain actions or make changes. Because DDL owes a duty of loyalty to current clients, if the district is currently a client of DDL's at the same time that DDL is carrying out an investigation, a potential or actual conflict of interest could arise. As a result, DDL will require any current client that retains DDL to conduct an investigation to execute a separate conflict waiver

District or DDL may terminate this Agreement by giving thirty (30) days written notice of termination to the other party.

Disclosure: DDL is affiliated with Epoch Education ("Epoch"), a company that provides education development services and trainings. DDL does not offer legal services through Epoch, but clients may obtain certain of DDL's online

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trainings through that company. From time to time DDL may recommend Epoch's services and products to District for District's consideration. DDL shall have no role in any decision by District whether to enter into a relationship with Epoch for any purpose. This disclosure is intended to comply with all applicable rules including Cal. Rules of Prof. Conduct Rules 1.7 and 1.8.1. If District has any questions or concerns about this at any time, it may contact DDL.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement for Professional Services.

Alum Rock Union Elementary School District

_____

Hilaria Bauer Ph.D. , Superintendent Date

Dora J Dome September 15, 2023

Dora J. Dome, Attorney/Owner Date

At its public meeting of _____, the Board approved this Agreement and approved Superintendent's execution of this Agreement.

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: Dr.Imee Almazan

☐ **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: Fresh Lifelines for Youth (FLY)

Address: 568 Valley Way City: Milpitas State: CA Zip: 95035

Phone: (408) 263-2630 Email Address: kris@flyprogram.org

SSN: _____ or Fed I.D. #: 52-2234595

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on September 15th, 2023, and will diligently perform as required and complete performance by June 30th, 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").

Fresh Lifelines for Youth(FLY) will provide law-related education and case management to identified 7th ~~and 8th grade middle school students at selected school sites. Case management services will be~~ provided to a limited number of 7th and 8th grade students who are identified by the school as being ~~disengaged from school.~~

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 (describe rate agreement) No Cost to District

010-0000-05815-00-0000-3130-000000-340-7221

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials

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

Scope of Services

This Memorandum of Understanding (MOU) provides a framework for Fresh Lifelines for Youth, Inc., ("FLY") and Alum Rock Union Elementary School District, including Renaissance Academy at Fischer, Ocala Middle School, and Aptitud Community Academy at Goss to work together toward the mutual goal of providing maximum available assistance to students of said school. Given that staff at Alum Rock Union Elementary School District, including Renaissance Academy at Fischer, Ocala Middle School, and Aptitud Community Academy at Goss would like additional services for youth disengaged froms school or at risk of school push-out, both agencies believe that implementation of this proposal, as described herein, will further this goal. To this end, each agency agrees to participate in furthering law-related education and case management services through FLY's Middle School Program.

General Description of Arrangements between Agencies

Based upon available funding, FLY shall provide a law-related education course for 7th or 8th grade youth attending Renaissance Academy at Fischer, Ocala Middle School, and Aptitud Community Academy at Goss, as agreed upon by the said school's administration and FLY staff. The law course will provide youth with practical information about laws relevant to their daily lives, a positive experience with the law and legal actors, an environment that fosters the cultivation of skills essential for positive youth development, and links to social services. FLY will provide case management services to a limited number of 7th and 8th grade students who are identified by the school as being disengaged from school at risk of school push-out.

Renaissance Academy at Fischer, Ocala Middle School, and Aptitud Community Academy at Goss shall provide designated school time/period for the delivery of the 8 to 12 week-long Middle School Law Program and the provision of classrooms at no cost to FLY. Renaissance Academy at Fischer, Ocala Middle School, and Aptitud Community Academy at Goss will identify and refer a limited number of 7th or 8th grade students to receive one-on-one case FLY case management, and provide FLY, at no cost, space to meet with the student.

FLY will use its own evaluation tools which include but are not limited to worksheets to assess the student's knowledge, skills, attitudes, and behaviors, and exit interviews. Renaissance Academy at Fischer, Ocala Middle School, and Aptitud Community Academy at Goss will respect the confidentiality of the student's responses. FLY will also provide appropriate data of services to Alum Rock Union Elementary School District by May 15th, 2024.

FLY will contribute to a network preventing school push-out. This includes but is not limited to FLY Program staff and appropriate school administrators/contacts attending collaborative meetings to share information about youth as well as receive input on additional services and planning that could assist youth and their families. Additionally, consistent with FLY's model of case management, school administrators agree to consider alternatives to disciplinary actions that result in school push-out, such as suspension or expulsion, for the first 3-4 months of a student's case management services. This time allows FLY's program model to positively impact a

student's behavior and connection to learning. FLY will participate in meetings that discuss these alternatives.

Time Frame of Agreement

The time frame of this agreement will commence on September 15, 2023 through June 30, 2024.

Protocol if MOU is Not Being Met

Any adjustments to this MOU must be mutually agreed upon and in writing. Any Partner may terminate their participation in the MOU by providing written notice to the other Partner. If funding is not available for all or part of projected services, then the MOU will be revised or cancelled.

We, the undersigned, as authorized representatives of Fresh Lifelines for Youth, Inc. and Alum Rock Union Elementary School District, do hereby approve this document.

Accepted by:

DocuSigned by:
Kristopher Scott
1A53D3B31A844CB...

Date: 8/25/2023

(authorized signatory)
Kristopher Scott
Santa Clara County Director
Fresh Lifelines for Youth

_____ Date: _____

(authorized signatory)
Hilaria Bauer, Ph.D.
Superintendent
Alum Rock Union Elementary School District

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

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

Submitted by: Dr. Imee Almazan

☑ **Independent Contract** ☐ **MOU**

☑ Master Contract

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

   Name of Individual/Company: Sound Soulutions LLC

   Address: 819 Birch Ave City: Sunnyvale State: CA Zip: 94086

   Phone: (669) 600-9577 Email Address: soundsoulutions75@gmail.com

   SSN: _____ or Fed I.D. #: 87-2535219

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on September 15th, 20 23, and will diligently perform as required and complete performance by June 30th, 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").

   Sound Soulutions will provide 8 music therapy groups per series, 60 minutes each. Once a week for youth who struggle with traditional therapy. Groups can be offered at any ARUSD middle school site that would like to participate. Sound Soulutions can also offer presentations for parents, student and staff at any ARUSD school site that would like to particapte.

4. **COMPENSATION:** District agrees to pay Contractor for services satisfactorily rendered pursuant to this Agreement. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by District within thirty (30) days after Contractor submits an invoice to District for Services actually completed or the portion of the Services for which payment is to be made. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District.

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

   ☑ b. **Other:** $_____ (describe rate agreement) Not to exceed $13,500 per site

   010-0000-0-5815-00-0000-3130-000000-7221

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
										MASTER	

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

SOUND
SOULUTIONS

Create Empower Conquer

Sound Soulutions LLC

Description of Services: Sound Solutions will provide the following program/services at **Alum Rock Union School District.**

a) Sound Solutions program will provide services at designated school sites (to be determined). Sound Solutions mission is to heal at risk /traumatized youth by introducing replacement behaviors for unhealthy maladaptive behaviors. Using creative art techniques and therapeutic modalities, Sound Soulutions works to improve participant's mood, coping resulting in fewer depressive symptoms and improved school performance. The primary goal of Sound Solutions is to improve student's social emotional needs and sustain improved behaviors by including family to support improved behavior.

b) Sound Solutions agrees to provide behavioral health services (including group therapy, collateral, and case management) at designated school sites. Program will provide group therapy 1 hour 1 time a week for 8 weeks of creative art therapy by a licensed or pre-licensed therapist. Groups will be for a minimum of 4 students and a maximum of 8 students per unit. Programs compose of 1,2, or 3 units. Each unit is 8 weeks long. The cost of each unit is $5,500. Sound Soulutions also agrees to providing parent/professional/and community workshops to address mental health issues in the community, and improve parenting skills. The cost of each 1 hour workshop is $400.00
    a. The program provides a three-phase unit framework for healing. First unit focuses on building trust, and safety with creating/learning about music and breaking down barriers. Second unit focuses on healing trauma and connecting to self and others. The Third unit deals with integrating healthy relationships and healing relational trauma.

c) Sound Solutions program serves middle school and high school students. Program can provide individualized programming based on unique needs. Sound Solutions referral criteria recommendation for selection of students. Student must meet the following criteria: Traumatizing event (i.e loss of loved one, divorce, bullied), Poor self-advocacy skills, Poor communication skills, Poor academic and study skills, Poor response to traditional treatment modalities, Demonstrates a "red flag" or concern

Services Provided: The Provider agrees to provide the following services, materials and/or products: On-site creative art and behavioral health services. Services include, family collateral sessions, skill building training to assist youth in improving poor behavioral habits, creating beats/songs to enhance healthy coping, learn DJ skills, create sounds using a beat machine, relaxation techniques, increase self-expression using music/art to improve mindfulness and building positive peer relationship. The provider

SOUND
SOULUTIONS

Create Empower Conquer

will provide the following materials to students for learning: beat machines, Dj/music equipment, markers, crayons, paint, lyric books, beads, bracelets, and paper. Additionally Sound Soulutions will provide the results of the pre and post test after the end of each unit to measure the success of the program and its participants.

The participants of school, professional or parenting workshops will be provided with a post test which will measure the effectiveness of each workshop. ARUSD will be provided with the results of the post test a week after each presentation.

Schools Participation: The schools will provide a confidential room space with computers (not necessary). The school will request HIPAA forms to obtain addresses for participants (mailing purposes) and/or a liaison to coordinate sending mail to participants.

Family Participation: The family will be available prior to the start of the program to review the program structure. Family will be required to understand program topics and expectations. Family will be available for brief check-ins throughout the program. Family will complete pre and post surveys.

Participant Expectations: Participants are expected to arrive on-time to each session. Participates are required to participate in a pre and post test at the beginning of the first week and at the end of the last week of each unit.
Participant is required to learn and demonstrate values during sessions as well as at home, at school and in their communities. Participant will have all curriculum and materials at every session. Participant will participate in a brief pre and posttest of reflection and progress around improved symptoms. Participate will be required to the best of their ability to participate during each session

SOUND
SOULUTIONS

Create Empower Conquer

Sound Soulutions LLC

1. **Description of Services:** Sound Soulutions will provide the following program/services to ARSUD:

a. Sound Soulutions program will provide services at designated school sites (TBD). Sound Soulutions parenting workshops strive to provide support and develop healthy relationships, substance use education, and improve child's mental health. The program will provide culturally sensitive material along with evidenced based practice to develop sustained positive change, effective communication and other strategies to guide children on a path into developing into a responsible and courageous adult.
b. The program agrees to provide parenting workshops at designated school sites. The program will provide parenting workshops 1 hour 1 time a week for 4 weeks for parents within the school district. The Contract cost to the district for the 4 parenting workshops is $2,500. The program will also provide 60 minute stand alone workshops for students, parents and or staff for $400.00. Workshops can include Cyber Bullying prevention, Reducing Risky Behavior, Positive Communication and Positive Consequences or other topics as a need arises.
c. Sound Soulutions program serves middle school and high school students. The program will provide services to parents who have a student within the district who: struggles with academic/study skills, and mental health or substance abuse issues.
d. Parents engaged in services will (i) Gained knowledge about behaviors that support their child/family and increase well-being; (ii) Improved family relationships; (iii)Increased their connectedness with school; and (iv) Participated in at least one of the indicated school-based activities. iii. Improve student academic outcomes, health, and well-being.

The format of the parenting workshops will go as follows:

4 Week Sessions	Guardians	60 Minute Session Format
Parenting Workshops	**Guardians of youth ages 10 to 18**	• **10 Minute Success/Challenges check in** • **45 Minutes Core Curriculum** • **5 Minute take aways from group**

SOUND SOULUTIONS

Create Empower Conquer

Session Structure

Unit One	Unit Two
Group Introduction • **Meet/Greet** • **Expectations** • **Youth Development**	**Positive Communication** • **"I" statements** • **Listening Skills** • **Compromising**
Unit Three	**Unit Four**
Reducing Risky Behavior • **Signs and Symptoms** • **Drug use** • **Mental health awareness**	**Positive Consequences** • **Why it works** • **Token Economy** • **Reward Punishment contracts**

Participate Expectations:

a. Understand program topics and expectations
b. Complete all surveys provided to them.
c. Arrive on-time to each session, contact facilitator if cannot make workshop
d. Learn and demonstrate values during sessions as well as at home
e. Have all curriculum and materials at every session
f. Participate in a brief pre and post test of reflection and progress around improved symptoms.
g. Participate to the best of ability during each session

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Board Ready Memo Form

To: Hilaria Bauer, Ph.D., Superintendent

From: Brett Littrell

Re: Ed Tech Funds Contract

Date: 8/21/2023

Description of services being provided:

Ed Tech Funds provides a service to manage and resolve issues stemming from eRate for purchasing technology for the district. Erate pays 90% of the Districts's Wide area network costs and has recently paid $1,100,000 for for the purchase of replacement district switches.

Cost breakdown for Ed Tech Services is as follows:

E-rate Category 1 Support = $7500
Prior Year Maximum=$6000 (only needed if a review of older eRate filings is required)
ECF Maximum=$6000 (only needed if issues arise from ECF funding)
ErateSync=$2149 (document repository for all Erate an ECF paperwork for ten years)

Recommendation:

The district recommends that the board approve this contract for 1 year.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Information Technology Support Sevices (School/Dept.) VENDOR NO. 300640

Submitted by: Brett Littrell, Chief Technology Officer

☐ **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: Sutherland Consulting Group, Inc. dba EdTechnologyFunds, Inc

   Address: 5800 Hannum Ave, Suite 230 City: Culver City State: CA Zip: 90230

   Phone: (626) 296-6284 Email Address: bsutherland@edtechnologyfunds.com

   SSN: _____ or Fed I.D. #: 27-4258189

   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").

   Deliver high-quality, affordable services that will enable our district to prepare students to thrive in the digital economy.

   These services include needs assessments and network analysis & inventory, application submission, competitive bidding, review/ compliance support, and record retention.

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:** $ 21,649 (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	7700	000000	460	5040	$21,649.00	

8/5/23

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

E-Rate Consulting Services Contract prepared for Alum Rock Union Elementary School District

Contents & Instructions

1. E-Rate Consulting Services Contract

Please sign and return contract. For questions regarding this contract please contact:
Beverly Sutherland
Telephone: (626) 296-6284
Email: bsutherland@edtechnologyfunds.com

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
CONTRACT FOR PROFESSIONAL SERVICES

This Contract entered into this **11th day of July 2023** by and between **Alum Rock Union Elementary School District**, with its principal location **2930 Gay Ave San Jose, CA 95127** and **EdTechnologyFunds, Inc. (a division of Sutherland Consulting Group),** with its principal location at **5800A Avenue Suite 230, Culver City, CA 90230**, (hereinafter referred to as Contractor).

WHEREAS, Alum Rock Union Elementary School District has a need for the specialized expertise in the field of completion of E-Rate applications and on-going support of the E-Rate funding.

WHEREAS, Contractor is qualified to provide specialized expertise in the field of E-rate funding and related information technologies.

BACKGROUND, With more than 11 years of experience engaged in the business of consultative support of all aspects of the Schools and Libraries Program of the Universal Service Fund (aka as E-Rate) and more than 20 years in technology development, EdTechnologyFunds (Contractor) has the background and expertise to provide comprehensive support of Alum Rock Union Elementary School District technology program needs.

NOW, THEREFORE, ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT and Contractor agree as follows:

I. STATEMENT OF WORK

Contractor shall perform the work set forth in the "Statement of Work" (SOW) on an annual for the period as defined below, attached hereto and by this reference is hereby made a part of this Agreement as fully set forth herein.

II. PERIOD

Contractor shall commence performance of this Agreement from July 1, 2023 through June 30, 2024. Annual contract extensions can be made upon mutual agreement by both parties.

III. RECORDS

Alum Rock Union Elementary School District shall maintain such records and accounts, including financial records, as are deemed necessary for Alum Rock Union Elementary School District and its funding source(s) to assure a proper accounting for all applicable funds, and/or as required by Statute. Such records, if applicable shall be maintained currently and properly from program, financial and other management audits; and retained for at least (5) years after the expiration of this Agreement.

All records and information are the property of Alum Rock Union Elementary School District , and shall be held in safe keeping and confidence.

Alum Rock Union Elementary School District shall retain professional and administrative responsibility for the services rendered by the Contractor.

Alum Rock Union Elementary School District shall apprise the Contractor of recommendations, plans for implementation and continuing assessment through dated, signed reports or records, which shall be retained by Alum Rock Union Elementary School District for follow-up action and evaluation of performance.

IV. GOVERNING LAW JURISDICTION AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Alum Rock Union Elementary School District and Contractor agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agree and consent that any action brought hereunder shall be exclusively in the County of Los Angeles, State of California.

V. INDEPENDENT STATUS OF CONTRACTOR

A. This Agreement is by and between Alum Rock Union Elementary School District and Contractor and is not intended to, and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association, by and between Alum Rock Union Elementary School District and Contractor.

B. Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. Alum Rock Union Elementary School District shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.

C. Contractor understands and agrees that all persons performing services pursuant to this Agreement are, for purposes of workers compensation liability, the sole employees of Contractor and not employees of Alum Rock Union Elementary School District . Contractor shall be solely liable and responsible for furnishing any and all workers' compensation benefits to any person as a result of any injuries arising from or connected with any services performed by or on behalf of Contractor pursuant to this Agreement.

VI. COMPENSATION

Contractor shall be compensated for services performed under this Agreement as set forth in the SOW as follows:

A. E-RATE CONSULTING SERVICES

Item	Summary Scope of Work	Annual Costs
E-rate Support – Category 1	LOA Support, FCC Form preparations, consultation and discount optimization, timeline direction. Needs assessment, RFP Development, Submission of all FCC Forms, Competitive bidding support, PIA Review, Documentation Retention, and management of the USAC portal (EPC).	**$7,500**

	FCC Forms 486, Discount/SPI set-up, audits/appeals, Service Substitutions (as needed), Form 500s (as needed), and Invoicing/Reimbursement Support Form 472.	
USAC Audits (Applications filed by ETF)	Program Integrity Assurance (PIA), Payment Quality Assurance (PQA), Selective, Invoice Reviews, Beneficiary and Contributor Audit Program (BCAP), and other Audits filed by ETF	**Included**
USAC/FCC Appeals (Applications filed by ETF)	ETF will consult with district and Research, draft, submit USAC and FCC appeals.	**Included**
Support for Prior Funding not Initiated by ETF	Support for prior year's funding awards filed by another resource will be billed based on the rate schedule below.	**$160/hour upto a maximum $6,000. ETF will request approval before rendering any additional services or if more extensive support is required.**
Prior Emergency Connectivity Fund (ECF) Program Support	Support will include on all ECF applications including processes, forms, and inquiries related to ECF application process	**$160/hour upto a maximum $6,000. ETF will request approval before rendering any additional services.**
EratеSync™ Annual Subscription	Cloud-based E-rate Records Compliance application to support 10-year+ FCC documentation requirements	**$2,149**
3-Year E-rate Plan Technology Planning	ETF will work with local staff to understand the current status of the systems technology and infrastructure. From this information, a three-year technology plan will be developed so that the School District can identify appropriate strategies for future development. This document will be updated annually	**Included**
Reporting, Training, and Documentation Management	Generate reports, Conduct training, and Documentation management.	**Included**

TOTAL: $21,649

E-rate Category 1 Support.....$7500
Prior Year's Maximum.....$6000
ECF Maximum $6000
EratеSync.....$2149

B. ADDITIONAL SERVICES RATE SHEET

Optional Services		
FCC Legal Counsel	Any prior year matter that requires the engagement of legal counsel will be billed to the district.	FCC/USAC Outside Legal Counsel- ETF will pass through any legal fees, without profit, for services rendered on behalf of the District. EdTechnologyFunds will get prior authorization from the District and provide estimates of the associated fees before any services are rendered
Grant writing and support	Write and submit grant applications as	$160.00/hour + travel expenses

	opportunities become available.	

Notes:

a. Alum Rock Union Elementary School District will be invoiced for Category 1 Services after contract execution

b. The Alum Rock Union Elementary School District will be invoiced monthly for hours rendered in support of previously awarded funding or for additional services.

c. The annual subscription to ErateSync will be invoiced 100% upon contract execution.

VII. DELEGATION AND ASSIGNMENT

Contractor shall not delegate or assign its duties or rights under this Agreement, in whole or in part, without the prior written consent of Alum Rock Union Elementary School District and any prohibited delegation or assignment shall be a breach of said Agreement and render the Agreement null and void in its entirety.

VIII. COMPLIANCE WITH APPLICABLE LAW

A. Contractor shall comply with the requirements of the Davis-Bacon Act (where applicable) and all other Federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines, Americans with Disabilities Act (ADA) standards, and directives applicable to its performance hereunder. Further, all provisions required, thereby, to be included in this Agreement are hereby incorporated herein by reference.

B. Contractor shall indemnify and hold harmless Alum Rock Union Elementary School District from and against any and all liability, damages, costs or expenses, including, but not limited, defense costs and attorneys' fees, arising from or related to any violation on the part of Contractor, its officers, employees, or agents, of any such Federal, State or local laws, ordinances, rules, regulations, manuals, guidelines, ADA standards, or directives.

C. During the performance of this Contract, the Contractor shall not unlawfully discriminate against any employee or employment applicant because of race, color, religion, sex, age, marital status, ancestry, physical or mental disability, sexual orientation, veteran status or national origin.

IX. ENTIRE AGREEMENT

The body of this agreement shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this agreement.

X. NOTICES

All notices or demands required or permitted to be given under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first class, registered or certified mail, postage pre-paid, addressed

to the parties at the following addresses and to the attention of the persons named. The Board of Directors shall have the authority to execute all notices of demands which are required or permitted by under the terms and conditions of this Agreement. Address and persons to be notified may be changed by either party by giving ten days prior written notice thereof to the other party.

Address and persons to be notified may be changed by either party by giving prior written notice thereof to the other party.

IN WITNESS WHEREOF, Alum Rock Union Elementary School District and Contractor by duly authorized signatures have executed this Agreement as of the date and year first above written.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

By: _____ _____
Dr. Hilaria Bauer — Date

Title: Superintendent

EdTechnologyFunds ("CONTRACTOR")

By: _____ **July 11, 2023**
Date

Title: **President & CEO**

I. E-RATE CONSULTING SERVICES – STATEMENT OF WORK (BASE)

OBJECTIVE: Alum Rock Union Elementary School District (ARUESD) seeks professional services that provide detailed support for the Schools and Libraries Program of the Universal Service Fund (E-Rate) and other funding opportunities including the Emergency Connectivity Fund program, administered by the Universal Service Administrative Company (USAC) under the direction of the Federal Communications Commission (FCC).

SCOPE OF WORK: EdTechnologyFunds, Inc. (ETF) will provide Alum Rock Union Elementary School District (ARUESD) schools and related entities as listed below with comprehensive E-rate Program Support and Management for Category One – Internet/WAN, Category Two – LAN/WLAN Infrastructure components. Note that applications submitted or funded by prior consultant or other resource will be billed hourly for support of heightened reviews, audits, and appeals.

Below details how we will deliver the services per the RFP's Scope of Work section upon contract award.

A. PROFESSIONAL SERVICES DESCRIPTION

1. PLANNING AND PRE-FUNDING SUPPORT

Upon RFP award and contract execution, an EdTechnologyFunds (ETF) E-rate consultant/account manager will be assigned to oversee E-rate and Emergency Connectivity Fund program support for Alum Rock Union Elementary School District (ARUESD). The ARUESD account manager will be supported by a Certified E-rate Management Professional, a former USAC PIA reviewer, a discount activation manager, as well as a documentation retention manager.

The assigned ETF account manager will be available for virtual and in-person meetings to review ARUESD's funding status including prior year's open issues, current awards, pending, and for future planning.

EdTechnologyFunds will begin the onboarding process through emails and virtual conference calls to cover items below:

- Letter of Agency (LOA) to be an authorized communicator for ARUESD
- Add ETF has a consultant to ARUESD's EPC Portal
- ARUESD enrollment and NSLP eligibility to validate discounts and Category 2 budget
- Update the EPC system with all necessary changes to ensure that correct funding discounts are established, all entities are properly classified, and Category Two budgets are maximized.
- Review Children's Internet Protection Act ("CIPA") (acceptable use policies including compliance with the Children in the 21st Century Act , filtering, public meeting) records
- Review contracts and agreements for current services
- Review current district network topology
- Review CTF registration and discount status
- Request copies of all prior year's E-rate funding records
- Review FY2021 E-rate Eligibility List
- Review latest E-rate and ECF program changes
- Review pending E-rate, ECF, and broadband legislative initiatives

- Setup ARUESD's ETF email and account on ErateSync (documentation retention) app
- Setup ARUESD's account and process on ETF E-rate project management tool
- Develop list of funding goals and action items
- More as needed

2. RFP DEVELOPMENT

- Based on the funding opportunity and ARUESD's technology plan, EdTechnologyFunds will meet with the district staff to discuss the development of RFPs for telecommunications, technology services, and equipment as needed. ETF will integrate best-in-class technology and performance requirements for each RFP developed. Vendor evaluation criteria will be established, and vendor information packages will be created for each RFP prior to posting.
- ETF will post the RFP online and in local newspapers based on ARUESD and funding source procurement requirements. An ARUESD email account will be created on the edtechnologyfunds.com server prior to posting the RFP to manage vendor questions and receive responses. After the RFP posting has closed, ETF will aggregate vendor responses and a create scoring matrix based on the established criteria along with qualified proposals for review by ARUESD. EdTechnologyFunds will meet with ARUESD staff to review responses and assist with the scoring and selection process.

3. E-RATE APPLICATION SUBMISSION SUPPORT

During the E-rate application submission process, eligible schools and libraries submit funding requests to USAC for the upcoming funding year. Several tasks must be completed before starting the process to ensure ARUESD is in the best position to fully leverage its E-rate funding opportunities. ETF will take the following steps during the application process.

Form 470 Completion and Submission

- EdTechnologyFunds will create a draft of the Form 470 based on requirements detailed in the approved RFP and carefully review before posting on USAC's EPC system. The RFP will also be posted on Alum Rock Union Elementary School District's website and in the local newspaper if required. The filing of the Form 470 initiates the 28-day Competitive Bidding process and window.
- If ARUESD elects to purchase from a Master Contract vehicle, the Form 470 and competitive bidding processes can be bypassed. EdTechnologyFunds will however gather establishing Form 470 and bid evaluations from Master Contract holder to insure program compliancy.
- If ARUESD elects to continue with existing service from a multi-year contract, the Form 470 and competitive bidding processes can be bypassed. EdTechnologyFunds will review establishing Form 470 and bid evaluations to insure program compliancy.

Competitive Bidding Process

Below are the steps that will be taken by ETF to ensure an open and fair competitive bidding process:

- ETF will furthermore set up an email account that will be the single point of communications with vendors.
- The ETF Account Manager will be listed as the primary and technical contact on Form 470 submissions unless otherwise requested.
- ETF will respond to all vendor questions and post on USAC's EPC system within 24hours of receipt.
- At the close of the minimal 28-day competitive bidding window, ETF will create a bid summary sheet and vendor evaluation matrices (See attached samples).

- These documents will be sent to ARUESD for review and vendor selections. ETF will meet with ARUESD staff to review responses and assist with the scoring and selection process.

Form 471 Submissions

- Once ARUESD staff has finalized the vendor(s) selection, ETF will review final contracts and Item21 Attachments from the selected vendor(s) for E-rate compliancy.
- These contracts will then be available for ARUESD's review and board approval process. EdTechnologyFunds will assist with vendor interface on revisions to the contract as needed.
- Once all contracts and attachments have been approved, the Form 471 will be prepared and provided to ARUESD for review.
- Upon ARUESD approval, the Form 471 will be submitted along with all supporting documents three weeks prior to the close of the filing window.
- ETF will review Receipt Acknowledgement Letter (RAL) and review recommended changes with ARUESD. RAL changes will be submitted as needed
- ETF will then track the status of the Form 471 and answer Program Integrity Assurance (PIA) review questions until funding is awarded.
- ETF will retain all documents generated during the Form 470, Competitive Bidding, and Form 471 process including RFPs, vendor communications, proposals, bid matrices, and vendor scoring sheets in ErateSync™, our secure document management system, as required by local and state statutes as well as E-rate program rules.

4. PROGRAM INTEGRITY ASSURANCE (PIA) REVIEW

- After the Form 471 has been submitted with selected vendors, ETF will begin tracking the application funding status in the EPC system. ETF will serve as the primary contact with USAC and respond to Program Integrity Assurance (PIA) questions when the application reaches the review stage of the process.
- ETF will confirm receipt of PIA Review inquiries immediately and will make every effort to prepare a response to for review with System within three (3) days of receipt. For issues requiring more time, ETF will communicate that request to the reviewer and through the EPC system.
- Updates on the status of each inquiry will be made weekly until the issue is resolved.
- We anticipate that most issues will be successfully addressed by the ETF Account Manager and supporting staff in coordination with the vendor. For more complex issues, however, escalation to senior management at USAC or FCC may be required.

5. FUNDING AWARD, SERVICE PROVIDER DISCOUNT ACTIVATIONS, REIMBURSEMENT PROCESS, CHANGES

Funding Award

- Upon Funding Decision Commitment Letter receipt ETF will review to ensure that funding aligns with requests and any PIA Review adjustments.
- USAC and/or FCC appeals to be filed to correct for any ministerial or PIA errors.

Form 486 Submission

- ETF will verify CIPA compliance from materials sent during onboarding process
- Prepare and file Form 486

Discount Activations/Reimbursement Process

- ETF will manage the E-rate discount/reimbursement process with both USAC and the designated vendor(s). This process includes the following:
  1. Determining method of invoicing – Service Provider Invoicing (SPI) or Reimbursement.
  2. Completing necessary vendor forms and grids to activate discounts
  3. Submitting the Form 472 (Billed Entity Applicant Reimbursement aka BEAR) as needed.
  4. Monitoring USAC disbursements.

Invoicing and Payments

- ETF will monitor and manage the invoicing and payment process for Category One (Internet Access) and Category Two (Internal Connections) Services. This process includes the following:
  1. Completing service certification forms.
  2. Service Certification Form be submitted prior to invoice payments to the vendor for all work done.
  3. Establishing a process with vendor(s)/Schools to receive bills and invoices.
  4. Ensure that vendor service delivery documents are received
  5. Reviewing vendor invoices prior to District approval and payment.
  6. Receiving copies of proof of payment from the School District.
  7. Reconciling billing issues with ARUESD.
  8. Annual Invoice/Payment/ Discount Reconciliation at the close of the Funding Year.

Form 500 Submissions

EdTechnologyFunds will request various post commitment changes via the FCC Form 500 (Funding Commitment Adjustment Request Form) and as detailed below.

1. Adjustments to the funding year service start date reported on a previously filed FCC Form 486
2. Extensions to the contract expiration date listed on the FCC Form 471
3. Funding Request Number (FRN) cancelations
4. FRN funding reductions
5. Service delivery extension for non-recurring services
6. Equipment transfer resulting from the closure of the location where the equipment was originally installed

SPIN Changes

EdTechnologyFunds will request operational or corrective changes to the Service Provider Identification Number (SPIN) as needed to correct for errors or to replace the service provider associated with a specific Funding Request Number (FRN).

Service Substitutions

EdTechnologyFunds will work with ARUESD and vendor to submit a service substitution request if a change in the products and/or services specified in the FCC Form 471 (Description of Services Ordered and Certification Form) is required.

Service substitutions encompass changes in the technical components (products, services, or both) specified in the FCC Form 471. ETF will coordinate with vendor and Alum Rock Union Elementary

School District staff to ensure that the service or product substitutions must meet the conditions as specified in the Federal Communications Commission (FCC) rules. ETF will notify EMUSD of any cost changes as a result of the substitution prior to filing. After the substitution request is filed, ETF will track on a weekly basis until approved.

6. E-RATE HEIGHTENED REVIEWS, AUDITS, AND APPEALS

EdTechnologyFunds has extensive experience with Program Integrity Assurance (PIA), Payment Quality Assurance (PQA), Selective, Invoice Reviews, Beneficiary and Contributor Audit Program (BCAP), and other Audits for schools receiving E-rate funding. Our goal is to ensure that every review and audit has a successful outcome. As such, ETF will meet with ARUESD to establish the protocol for receiving and answering questions. Note that applications submitted or funded by prior consultant or other resource will be billed hourly for support of services in this section.

- ETF will confirm receipt of USAC inquires and audits immediately and will make every effort to prepare a response to for review with System prior to the response deadline. For issues requiring more time, ETF will communicate that request to the reviewer/auditor and through the EPC system. Updates on the status of the inquiry will be made daily until the issue is resolved.
- We anticipate that most issues will be successfully addressed by the ETF Account Manager and supporting staff in coordination with the vendor. For more complex issues, however, escalation to senior management at USAC or FCC may be required.
- ETF will review or draft FCC and USAC Appeals as needed to ensure continuity of funding.

7. ONGOING COMMUNICATIONS

- Respond to all of the District's questions or inquires within one business day.
- ETF will review and monitor funding awards, payments, and USAC notices on an on-going basis and provide district with a quarterly 3-Year Funding Summary (see attached sample)
- ETF will provide District with a quarterly Documentation Retention Report (see sample report in Section VIII)
- Advise the School District on all risk factors and strategies related to securing the maximum allowable E-rate Discount.
- EdTechnologyFunds, as members of the E-rate Management Professionals Organization (E-MPA) and Schools, Health & Libraries Broadband Coalition (SHLB), will keep ARUESD informed of any FCC/USAC/SLD policies or issues that will impact the school district.
- Leverage FCC, USAC/SLD, SHLB, and E-MPA relationships to advocate on behalf of ARUESD.

8. E-RATE DOCUMENTATION MANAGEMENT

The Federal Communications Commission (FCC) requires that program participants retain all documents necessary to demonstrate compliance with the statute and Commission rules regarding the application

for, receipt, and delivery of services receiving schools and libraries discounts. Schools, libraries, and service providers are subject to both random audits and to other audits (or investigations) to examine an entity's compliance with the statute and the Commission's rules initiated at the discretion of the Commission, USAC, or another authorized governmental oversight body.

The FCC adopted the E-rate Modernization Order on July 11, 2014, extending the document retention period to 10 years after the latter of the last day of the applicable funding year or the service delivery deadline for the funding request.

ETF will use ErateSync™, our cloud-based E-rate document management system, to manage Alum Rock Union Elementary School District's E-rate records and help ARUESD stay compliant with program rules. An annual subscription to ErateSync™Premium Plan is included with our services.

- The ETF Account Manager is responsible for uploading, managing, and retrieving documentation received during all phases of the Application process including files required from the competitive bidding process as well as data received from ARUESD, vendors, and USAC. Documentation will be uploaded within 24 hours of receipt into our online, secure documentation storage and retention program, ErateSync™.
- The Account Manager will prepare reports monthly and upon request of documents stored for ARUESD staff. Reports will indicate: name of documents, native format, origination source, date uploaded into system and by whom, and applicable FCC/USAC category to which the document aligns.
- Access to documentation stored in ErateSync™ is available to ARUESD staff as needed. ETF has a staff member who is responsible for providing training and technical support to ARUESD for ErateSync™.
- Annually, around November, the ETF Account Manager will prepare a flash drive of all documentation stored for the System to have for posterity.

Documentation Audit and Data Migration Prior Years (Optional)

- As an optional service, ETF will perform a documentation compliance review of all Category 1 and Category 2 Services records for prior funding years.

II. ASSURANCE OF NO CONFLICT OF INTEREST

EdTechnologyFunds, Inc. is an E-Rate Consulting firm specializing in all aspects of the E-Rate application process and technology support. We are vendor neutral and do not have a USAC/SLD SPIN vendor number. We comply with all FCC/USAC rules and guidelines regarding our role as consultant. We have an impeccable record of performance and take pride in what we have achieved for our clients and the constituents they serve.

12.07

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

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

Subject: **Approve Bond Contracts/Extensions**

Staff Analysis: The District has received a summarized list of bond contracts/extensions dates September 14, 2023.

Recommendation: Staff recommends approval of the Bond Contracts/Extensions.

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

To the Board of Trustees:

Recommend Approval

12.07
Agenda Placement

Meeting: September 14, 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
September 14, 2023 Board Meeting

BOND CONTRACTS/EXTENSIONS

CONTRACTOR NAME	DATE OF SERVICE	COST	PURPOSE
Bosco Construction Services	08/27/23-12/31/23	$ 35,389.00	Contractor will slurry coat (6) areas & construct a new 20' x 62' asphalt concrete (A.C.) pad adjacent to the play structure. The A.C. in the courtyards and the kinder play yard require this coating to seal the existing cracks and prevent degradation of the base layer. The new A.C. pad will serve as a durable play surface for the installed "Triple Toss" basket adjacent to the play structure at Aptitud Academy.
Bosco Construction Services	08/08/23-12/31/23	$ 11,058.00	Contractor will remove three (3) ADA spaces and construct two (2) new ADA parking spaces to code at Linda Vista Elementary.
Bosco Construction Services	08/07/23-12/31/23	$ 13,450.00	Contractor will remove two (2) ADA spaces and construct two (2) new ADA parking spaces to code at Sheppard Middle School next to the office.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Board Ready Memo (contracts under $100K)

To: Hilaria Bauer, Ph.D., Superintendent

From: Marc Freitas, Director of Bonds, Facilities, & Leases

Re: Small Project - Aptitud Slurry Coat and Paving

Date: 09/14/2023

Description of services being provided:

Bosco Construction Services, Inc. will slurry coat (6) areas and construct a new 20' x 62' asphalt concrete (A.C.) pad adjacent to the play structure. The A.C. in the court yards and the kinder play yard require this coating to seal the existing cracks and prevent degradation of the base layer. The new A.C. pad will serve as a durable play surface for the installed "Triple Toss" basket adjacent to the play structure.

Recommendation:

Staff recommends the Board of Trustees approve the contract with Bosco Construction Services, Inc. The total cost of this contract is in the amount of $35,389.00.

Bosco

PAINTING, CONSTRUCTION AND FACILITY MAINTENANCE

ATTENTION: BLAZE
PROJECT: SLURRY PROJECT
CUSTOMER: ALUM ROCK UNIFIED SCHOOL DISTRICT
ESTIMATE: M1257 REV2
DATE: 08/27/23
Location: 2475 Van Winkle Ln, San Jose, Ca

BOSCO CONSTRUCTION SERVICES, INC., WILL PROVIDE ALL MATERIALS AND LABOR REQUIRED AS PER THE SCOPE OF WORK FOR THE PROJECT MENTIONED ABOVE. THIS WORK WILL BE PERFORMED IN A PROFESSIONAL MANNER ACCORDING TO INDUSTRY STANDARDS.

DESCRIPTION:

- Slurry coat six areas per sheet EDU-1 and EDU-3

TOTAL PRICE: $15,235

$15,235 Slurry Coat
$20,154 AC Paving
$35,389 Total

LINE ITEAM ADD TO TOTAL:

✓ 62'X20' PAD (2" AC OVER 6" AB) ADJACENT TO THE PLAY STRUCTURE.
ADDITIONAL TOTAL $20,154

_____ Remove and replaced broken asphalt around kindergarden playground. Add header board inside and out
ADDITIONAL TOTAL: $9,715

,INCLUSIONS:
-PREVAILING WAGES RATE FOR SANTA CLARA

EXCLUSIONS:
-PERMIT OR INSPECTION FEES. UNFORESEEN WORK/WORK NOT LISTED ABOVE IN THE DESCRIPTION. ENGINEERING.

RESPONSIBILITIES OF CUSTOMER:
-PROVIDE ACCESS TO ALL AREAS THAT REQUIRE INSTALLATION. REMIT PAYMENT UPON RECEIVING THE INVOICE.

MARCOS MORA *08/27/23*

PROJECT MANAGER
BOSCO CONSTRUCTION SERVICES, INC.
CELL 408-396-3870

SIGN: _____

DATE: _____

ALL QUOTED PRICING IS ONLY VALID FOR 30 DAYS AFTER ISSUANCE

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Board Ready Memo (contracts under $100K)

To: Hilaria Bauer, Ph.D., Superintendent

From: Marc Freitas, Director of Bonds, Facilities, &

Re: Small Project - Linda Vista ADA Work

Date: 09/14/2023

Description of services being provided:

Bosco Construction Services, Inc. will remove three (3) ADA spaces and construct two (2) new ADA parking spaces to code at Linda Vista Elementary.

Recommendation:

Staff recommends the Board of Trustees approve the contract with Bosco Construction Services, Inc. as the site work is required to close out DSA Project 01-120560 (Shade Structure). Total cost of this contract in the amount of $11,058.00.

Bosco

PAINTING, CONSTRUCTION AND FACILITY MAINTENANCE

ATTENTION: BLAZE OMIDI
PROJECT: LINDA VISTA ADA PARKING STALLS
CUSTOMER: ALUM ROCK UNIFIED SCHOOL DISTRICT
ESTIMATE: M1260
DATE: 08/08/23
Location: 100 Kirk Ave, San Jose

BOSCO CONSTRUCTION SERVICES, INC., WILL PROVIDE ALL MATERIALS AND LABOR REQUIRED AS PER THE SCOPE OF WORK FOR THE PROJECT MENTIONED ABOVE. THIS WORK WILL BE PERFORMED IN A PROFESSIONAL MANNER ACCORDING TO INDUSTRY STANDARDS.

DESCRIPTION:

- Swap Van Accessible stall
- Sealcoat area
- Restripe per plans A1.1 of Play structure drawings

TOTAL PRICE: $11,058

INCLUSIONS:
-PREVAILING WAGES RATE FOR SANTA CLARA
EXCLUSIONS:
-PERMIT OR INSPECTION FEES.
-UNFORESEEN WORK/WORK NOT LISTED ABOVE IN THE DESCRIPTION.
-ENGINEERING.
RESPONSIBILITIES OF CUSTOMER:
-PROVIDE ACCESS TO ALL AREAS THAT REQUIRE INSTALLATION.
-REMIT PAYMENT UPON RECEIVING THE INVOICE.

MARCOS MORA *08/08/23*

PROJECT MANAGER
BOSCO CONSTRUCTION SERVICES, INC.
CELL 408-396-3870

SIGN: _____

DATE: _____

ALL QUOTED PRICING IS ONLY VALID FOR 30 DAYS AFTER ISSUANCE

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Board Ready Memo (contracts under $100K)

To: Hilaria Bauer, Ph.D., Superintendent

From: Marc Freitas, Director of Bonds, Facilities, &

Re: Small Project - Sheppard ADA Work

Date: 09/14/2023

Description of services being provided:

Bosco Construction Services, Inc. will remove two (2) ADA spaces and construct two (2) new ADA parking spaces to code at Sheppard Middle School next to the office.

Recommendation:

Staff recommends the Board of Trustees approve the contract with Bosco Construction Services, Inc. as the site work is required to close out DSA Project 01-119801 (Shade Structure). Total cost of this contract in the amount of $13,450.00.

Bosco

PAINTING, CONSTRUCTION AND FACILITY MAINTENANCE

ATTENTION: BLAZE
PROJECT: SHEPPARED ADA WORK
CUSTOMER: ALUM ROCK UNIFIED SCHOOL DISTRICT
ESTIMATE: M1259
DATE: 08/07/23
Location: 480 Rough and Ready, San Jose

BOSCO CONSTRUCTION SERVICES, INC., WILL PROVIDE ALL MATERIALS AND LABOR REQUIRED AS PER THE SCOPE OF WORK FOR THE PROJECT MENTIONED ABOVE. THIS WORK WILL BE PERFORMED IN A PROFESSIONAL MANNER ACCORDING TO INDUSTRY STANDARDS.

DESCRIPTION:
Asphalt Repairs (move ADA to front of office)

- Remove existing asphalt in 1 location, approximately 850 square feet, 4" in depth
- Off haul spoils to recycling facility
- Pave with hot asphalt
- Relocate 2 poles and signs
- Stripe 2 handicap logos and 2 thirty-six concrete wheel stops
- Truncated dooms instalation.

TOTAL PRICE: $13,450.00
INCLUSIONS:
-PREVAILING WAGES RATE FOR SANTA CLARA
EXCLUSIONS:
-PERMIT OR INSPECTION FEES.
-UNFORESEEN WORK/WORK NOT LISTED ABOVE IN THE DESCRIPTION.
-ENGINEERING.
RESPONSIBILITIES OF CUSTOMER:
-PROVIDE ACCESS TO ALL AREAS THAT REQUIRE INSTALLATION.
-REMIT PAYMENT UPON RECEIVING THE INVOICE.

MARCOS MORA *08/08/23*

PROJECT MANAGER
BOSCO CONSTRUCTION SERVICES, INC.
CELL 408-396-3870

SIGN: _____

DATE: _____

ALL QUOTED PRICING IS ONLY VALID FOR 30 DAYS AFTER ISSUANCE

1177 NORTH 15TH ST SAN JOSE CA, 95112 - 408.437.0337 CORPORATE OFFICE. 408.437.0339 FAX. 800.616.7626 CL#952978

12.08

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

2930 Gay Avenue
San Jose, CA 95127

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Board of Trustees:

Subject : **ACCEPTANCE OF MEMORANDUM(S) OF UNDERSTANDING**

Staff Analysis:
The District has received the following Memorandum(s) of Understanding as summarized on the sheet(s) dated September 14, 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 Title: Assistant Superintendent of Business Services

To the Board of Trustees:
Recommend Approval

12.08

Agenda Placement

Meeting: September 14, 2023
Regular Board Meeting

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

MEMORANDUM(S) OF UNDERSTANDING

DEPARTMENT	DATE OF SERVICE	CONSULTANT NAME	COST	PURPOSE
Academic Services Dr. Tara Bickford	05/01/23- 06/30/24	San Jose State University - Lurie College of Education (SJSU)	$10,595.00	SJSU operates a commission-approved & accredited teacher preparation program that satisfies Education Code section 44373 (c). A teacher residency allows an individual (Resident) to complete the field-component of their preparation program. Funding: Restricted
Academic Services Dr. Tara Bickford	07/01/23- 06/30/24	Santa Clara County Office of Education - Library Services	$6,605.25 NTE	SCCOE will provide credentialed "Library of Record" Services for the 2023-2024 school year to comply with state regulations for all ARUSD school sites. Funding: General
Early Learning Dr. Dianna Ballesteros	06/01/23- 06/30/24	San Jose State University	$10,595.00	San Jose State University operates a Commission-approved and accredited teacher preparation program that satisfies Education Code section 44373 (c). A teacher residency allows an individual ("Resident") to complete the field-component of their preparation program while placed in a public school setting in one or more classrooms for the entire school year. Residency programs are a partnership between the Commission-approved sponsor and the District that hosts the Resident. Funding: Restricted

MEMORANDUM(S) OF UNDERSTANDING

Special Education Anthony Colonna	09/15/23- 06/30/24	Santa Clara County Office of Education	$2,550.00	SCCOE will provide Universal Design for Learning (UDL) training for new and returning Alum Rock teachers. This credential is now a requirement. Training will be on two separate days. Funding: Restricted
Student Services Dr. Imee Almazan	10/15/21- 06/30/25	Social Services Agency - DFCS	No cost	MOU Extension: Multi-year Service Contract: Requesting extension of term agreement to reflect the original term end date of June 30, 2025, to contract CO 226214. Original contract was Board approved October 14, 2021. Funding: N/A

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: **BUSINESS OFFICE** Contract No.: _____ Vendor No.: 10553

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: San Jose State University - Lurie College of Education (SJSU)

Address: One Washington Square City: San Jose State: CA Zip: 95192

Phone: (408) 924-1000 Email: maria.munoz@sjsu.edu

SSN: _____ Fed I.D. #: 77-0414438

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

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

SJSU operates a commission-approved & accredited teacher preparation program that satisfies Education Code section 44373 ©. A teacher residency allows an individual (Resident) to complete the field-component of their preparation program.

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:** $$5795 (cost of two teacher release days) and sub cost of approx. $4,800 for a total $10,595.

Describe other related costs: Funded by Teacher Residency Implementation Grant. ARUSD is responsible for teacher release day and sub cost only.

BUDGET CODE: 060-6266-0-5815-00-1110-1000-000000-305-7395 _____ Accountant Initials

_____ _____ Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: 8-30-23

Director of Fiscal Services: _____ Date: _____

Asst. Supt., of Business Services: _____ Date: _____

Superintendent: _____ Date: _____

DocuSign Envelope ID: 66D1DA82-4FF7-4679-9C4A-7378BA6718ED

MEMORANDUM OF UNDERSTANDING

between

SAN JOSÉ STATE UNIVERSITY and the Multiple Subjects/Bilingual Residency Program Consortium Districts

This Memorandum of Understanding (the "MOU") is entered into by and between the State of California through the Trustees of the California State University on behalf of San José State University (the "University" or "SJSU"), and **Enter Name of District or School** (the "District"), and is effective as of **May 1, 2023** (the "Effective Date").

RECITALS

1. The California Commission on Teacher Credentialing (the "Commission" or "CCTC") sets standards for educator preparation for the public schools of California and the licensing and credentialing of professional educators in the State of California.

2. San José State University operates a Commission-approved and accredited teacher preparation program that satisfies Education Code section 44373(c). The University's Department of Teacher Education Credential programs for individuals who want to teach students across grades TK to 8.

3. A teacher residency allows an individual ("Resident") to complete the field-component of their preparation program while placed in a public school setting in one or more classrooms for the entire school year (e.g., August-June). Residency programs are a partnership between the Commission-approved program sponsor and the partner School or District that hosts the Resident. The supervision and support of the Resident is a joint responsibility between the Commission-approved program and the employer. Both are equally responsible for ensuring that the Resident receives the required support and supervision. This Memorandum of Understanding formally establishes a relationship between the parties who agree to coordinate their work, allocate resources appropriately, and share responsibility with each other to meet Commission preparation standards.

4. The Multiple Subjects/Bilingual Consortium (MSBC) offers a residency program as a collaborative partnership among the following partners: Milpitas Unified School District (LEA), Campbell Union School District, Alum Rock School District, Redwood City School District, and San José State University

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The University and the District agree as follows:

1. SHARED RESPONSIBILITIES

Both University and District are equally responsible for assuring the following occur:

A. Counsel the resident and develop a plan to complete the requirements to earn a credential in the specified content or specialty area(s). University, the District, and the Resident shall concur on the program planned. Each is responsible for the timely and proper progress of the plan. Inform the resident of responsibilities related to funding and service obligations to the district

B. Identify the individual(s) and the roles/responsibility related to:
   a. Weekly lesson planning
   b. Coaching within the classroom
   c. Problem-solving regarding students
   d. Curriculum, and
   e. Teaching

C. Establish the process for communication between the principal or evaluator, or other District designee and the University Advisor.

D. Place the Resident in a co-teaching Mentor's classroom at least half time (totalling no less than 600 hours) for the duration of the School or District's school year (e.g., August-June), including support/mentoring and supervision, such as coaching, modeling, and demonstrating within the classroom, assistance with course planning and problem-solving regarding students, curriculum, and development of effective teaching methodologies.

E. Ensure that the resident completes two solo weeks (full days for 5 consecutive days) each semester in the mentor's classroom

F. Provide content specific coaching.

G. Collaboratively plan induction support for residents who have completed the program.

2. UNIVERSITY'S RESPONSIBILITIES

A. University is responsible for ensuring that the Resident in their program is supervised and there is adequate support.

B. Provide the Resident with a minimum one hundred twenty (120)-hour preservice component that develops requisite knowledge and skills prior to entering the classroom in a sustained, intensive, and classroom-focused manner.

C. Assign a qualified University Supervisor who has expertise in the following: (i) current public school policies; (ii) knowledge of and experience with prioritized practices for literacy and language development; (iii) the ability to model best professional practices in teaching and learning, scholarship, and service; (iv) knowledge of diverse abilities, cultural, language, ethnic, and gender diversity; and (v) the academic standards,

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frameworks, and accountability systems that drive the curriculum of public schools.

D. Articulate specific responsibilities of University Supervisor including allocation of time/frequency of observations and/or coaching.
E. Provide a University Advisor during the extent of the residency and monitor the successful completion of all requirements during the residency period.
F. Provide professional development seminars each semester for co-teaching Mentors and University Supervisors.
G. Receive, complete, and review the resident assessment forms at the end of each semester.
H. Provide information and paperwork for the process to apply for the appropriate credential, i.e., Education Specialist, Multiple Subject, and/or Single Subject (through the SJSU Credential office).
I. Provide University supervision for at least 16 hours each semester of the one-year residency program in the form of a supervision class.
J. Teach courses in the Resident's credential program and ensure all courses are available for Residents.
K. Ensure that Residents are advised about which courses to take each semester.
L. Ensure coursework is aligned to the needs of teachers and students in the District, including use of district-adopted curriculum materials and shared instructional practices.
M. Provide professional development for Mentors on mentoring, co-teaching, and instructional practices prioritized by the Program Management Team.
N. Ensure teacher residents complete the CalTPA;
O. Provide a University Supervisor for each Resident.
P. Conduct classroom observations of Residents.
Q. Recommend Residents for the appropriate credential upon satisfactory completion of all requirements.

3. DISTRICT'S RESPONSIBILITIES

A. Ensure each hosted resident signs district agreement forms related to funding support and service obligations to the district.
B. Ensure that schools in which Residents will be mentored provide high-quality learning experiences in a supportive work environment.
C. Ensure that Residents engage in all aspects of the learning community, including district- and site-level professional development that occurs immediately before and during the school year, committee meetings, staff meetings, and out-of-classroom assignments.
D. Facilitate each Resident's obtaining a substitute teaching permit in the District. With the mutual agreement of the Resident, Mentor, University Supervisor, and site administrator (e.g., Principal), a Resident may substitute outside of their placement classroom.
E. Provide induction support to residents who complete the program,
F. Provide fiscal management of grant and matching funds, if any, that support the Residency Program.
G. Ensure that the Resident is supported and there is adequate supervision.
H. Assign a Mentor who has a valid corresponding Multiple Subjects Credential (and, in some cases, Bilingual authorization), and three years of successful teaching experience.

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I. Designate protected time for the Resident to meet with/work with the Mentor and any other support personnel within the school day including clearly defined expectations for type/frequency of support.
J. Ensure that Mentor attends any Professional Development or other training or meetings for Mentors in the Residency program.
K. Evaluate the Mentor, subject to the terms and conditions of any collective bargaining agreement to which the District is a party.
L. Facilitate (e.g., by hiring a substitute teacher) and ensure the Mentor's participation in residency-program professional development activities as specified each year by the Program Management Team.

4. MULTIPLE SUBJECT/BILINGUAL TEACHER RESIDENCY CONSORTIUM RESPONSIBILITIES
   A. Governance:
      a. Participate in a Consortium Program Management Team which functions as the operational governing body for the Residency Program and facilitates planning, design, and implementation of all key activities, instruments, processes, and systems. The Program Management team will be composed of members from the participating Districts, SJSU leadership, and any additional partner organization(s).
      b. Participate in Consortium Working Groups, including those related to: recruitment and selection of Residents and Mentors; cohort activities (e.g. role-alike meetings), professional development and coaching and feedback for Residents and Mentors;
   B. Support and implement activities articulated in the CTC funded implementation grant, including distribution of funds for designated purposes, assigned time of staff, participation in working groups, etc.
   C. Collaboratively plan resident and mentor professional development events throughout the residency year
   D. Provide priority hiring interviews to Residents enabling them to satisfy the service commitment to the District/Consortium; if possible prior to the county office job fair.
   E. For residents who successfully complete the program, consortium districts agree to Interview and potentially hire residents hosted by other consortium member districts if there are no openings in the host district.
   F. Planning for Sustainability:
      a. Engage district leadership, including those with fiscal responsibilities in identifying federal, state and local funding streams that can be used to support residents and mentors in the future.
      b. Pilot use of federal, state, and district funds to support residents with income during the residency (e.g., to substitute teach and/or work as instructional aides or other paraprofessional educator roles)
   G. Data Collection:
      a. Collect, share among partners, and analyze assessment and evaluation data related to the Residency Program including but not limited to resident retention, induction and placement data; and district teacher hiring and retention data as required by the CTC.
      b. Collect, share among partners and analyze assessment and evaluation data

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focusing on continual improvement for Residents, Mentors, District students, and all other aspects of the Residency Program.

c. Provide district demographic, staffing and fiscal information as needed for grant applications and grant management.
d. Track and report on grant and matching funds, if any, that support the Residency Program.

5. STATUS OF UNIVERSITY AND DISTRICT

A. The University represents and warrants that it is the State of California, acting in its higher education capacity, and has the legal capacity to enter into this Agreement.

B. The District represents and warrants that it (1) has the legal authority to enter into this Agreement; and (2) has obtained all necessary approvals and rights required by applicable laws, rules and regulations necessary to enter into, and perform under, this Agreement.

5. INSURANCE

The District shall provide both general liability insurance and workers compensation insurance for any University students participating in the Residency Program.

6. INDEMNIFICATION

A. The District agrees to indemnify, defend, and hold harmless the University and its affiliates, directors, trustees, officers, agents, and employees, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney's fees arising out of or resulting from the District's negligence, or in proportion to the District's comparative fault.

B. The University agrees to indemnify, defend, and hold harmless the District and its affiliates, directors, trustees, officers, agents, and employees, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney's fees arising out of or resulting from the University's negligence, or in proportion to the University's comparative fault.

7. TERM AND TERMINATION

A. This Agreement shall be effective as of the date first written above and shall remain in effect for three years from the Effective Date (the "Initial Term"). This Agreement shall expire at the end of the Initial Term.

B. This Agreement may be terminated at any time without penalty by written agreement or upon 30 days advance written notice by one party to the other, provided, however, that in no event shall termination take effect with respect to students then participating in

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the Residency Program, until the Residents complete their training for the semester in which termination occurs.

8. GENERAL PROVISIONS

A. Amendments. This Agreement may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall take effect, it shall be reduced to writing and signed by the parties.

B. Assignment. Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this paragraph shall be void.

C. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

D. Entire Agreement. This Agreement, including any attached exhibits or agreements referenced in Sections I.A, is the entire agreement between the parties. No other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.

E. Endorsement. Nothing contained in this Agreement shall be construed as conferring on any party hereto any right to use the other party's name as an endorsement of product or service, or any right to advertise, promote, or otherwise market any product or service without the prior written consent of the other party. Furthermore, nothing in this Agreement shall be construed as an endorsement of any commercial product or service by the University, its officers or employees.

F. Survival. Upon termination of this Contract for any reason, the terms, provisions, representations, and warranties contained in this Agreement shall survive expiration or earlier termination of this Agreement.

G. Severability. If any provision of this Agreement is held invalid by any law, rule, order of regulation of any government or by the final determination of any state or federal court, such invalidity shall not affect the enforceability of the Agreement and any other provision not held to be invalid.

H. No Agency. Nothing herein shall be construed to create an agency relationship between the Parties.

I. Governing Law. The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

J. Notices. Notices required under this Agreement shall be sent to the parties by mail, postage prepaid, at the addresses set forth below (or authenticated online):

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TO UNIVERSITY:

One Washington Square
San Jose State University
San Jose, CA 95192-0074
Attn: Maria Munoz @ maria.munoz@sjsu.edu
Lurie College of Education

TO DISTRICT:

Enter Name of District or School
Enter Street Address
City, State, Zip

Attn: Enter Contact Name
Title

9. EXECUTION

By signing below, each of the following represent that they have authority to execute this Agreement and to bind the party on whose behalf their signature is made.

SAN JOSÉ STATE UNIVERSITY
Office of Contracts & Purchasing Services

By: DocuSigned by: Pegah Pornouri 3971A1EE05344B8...

Title: Contract Specialist
6/14/2023

ENTER NAME OF DISTRICT OR SCHOOL

By: _____

Title: Type Name and Title

Milpitas Unified School District

DocuSigned by: Damon James 9D75B9980F174E3...
7/31/2023
Damon James
[redacted] Assistant Superintendent of Human Relations
1331 E. Calaveras Blvd., Milpitas, CA 95035
408.635.2600

Campbell Union School District

DocuSigned by: [signature] 626BDFF33EA3441...
7/25/2023
Shelly Viramontez, Superintendent
155 N Third Street Campbell, California 95008

Alum Rock Union School District

DocuSigned by: Hilaria Bauer B1F6540B4CFC434...
8/14/2023
Hilaria Bauer, Superintendent
2930 Gay Avenue, San Jose, CA 95127
408-928-6800

Redwood City School District

DocuSigned by: Liz Wolfe A2FBB790586D4DD...
7/25/2023
Liz Wolfe, Assistant Superintendent, Educational Services,
750 Bradford St., Redwood City, CA 94063
650-482-2200

GRANT AGREEMENT
COMMISSION ON TEACHER CREDENTIALING

GRANTEE LEA NAME & GRANT NUMBER	Milpitas Unified School District 2021TRI07		
PROJECT TITLE	Teacher Residency Implementation Grant		
PERFORMANCE PERIOD	December 1st, 2022	through	June 30th, 2026

Under the terms and conditions of this Agreement, the Grantee agrees to complete the Project as described in the project description, and the State of California, through the Commission on Teacher Credentialing agrees to fund the Project up to the Grant Amount.

PROJECT DESCRIPTION

Milpitas Unified School District is to support a collaborative partnership with one or more Commission-approved teacher preparation programs offered by a regionally accredited institution of higher education (IHE) to implement or expand current residency programs. Offering a teacher residency program requires careful collaborative planning and supportive infrastructure within and between the local education agency (LEA) and the IHE to assure that the LEA sites that will host teacher residents are fully ready to implement this type of teacher preparation approach, that the LEA administration and staff are prepared and ready to work collaboratively with and mentor teacher residents, and that the IHE is prepared to facilitate the professional preparation of residents within a cohort model in the local LEA or consortium.

Project is to be carried out in conformance with the Task List and Timeline attached as Exhibit A and the Budget attached as Exhibit B, (hereinafter both exhibits will be referred to as the "Work Plan") and all Agreement provisions as stated herein.

ANNUAL GRANT AMOUNT NOT TO EXCEED	$300,000.00
The General and Special Provisions attached are made a part of and incorporated into the Agreement.	
Milpitas Unified School District	**Commission on Teacher Credentialing**
1331 E. Calaveras Blvd. Milpitas, CA 95035	1900 Capitol Ave. Sacramento, CA 95811
BY (AUTHORIZED SIGNATURE): DocuSigned by: Damon James	BY (AUTHORIZED SIGNATURE):
PRINTED NAME AND TITLE OF PROJECT REPRESENTATIVE: Damon Jones, Human Resources Director	PRINTED NAME AND TITLE OF PERSON SIGNING: Cara Mendoza, Ed.D., Administrator
DATE SIGNED: Jan 6, 2023	DATE SIGNED:

CERTIFICATION OF FUNDING (FOR STATE USE ONLY)

GRANT NUMBER 2021TRI07	General Fund (0001) Proposition 98	ENY 2020	ACCOUNT 5432000	RPTG STRUCTURE 63602010
ANNUAL GRANT AMOUNT $300,000.00	ITEM 6360-603-0001	CHAPTER/ STATUTE 44/21	PROGRAM 5397	FISCAL YEAR 2022-23

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance

SIGNATURE OF ACCOUNTING OFFICER	DATE

GRANT AGREEMENT
COMMISSION ON TEACHER CREDENTIALING

TERMS AND CONDITIONS OF GRANT

The Grantee shall be responsible for the performance of the work as set forth herein below and for the preparation of reports as specified in this Agreement. The Grantee's Project Representative shall promptly notify the State of events or proposed changes that could affect the Work Plan under this Agreement.

General Provisions

A. Definitions

1. The term "Agreement" as used herein means a grant agreement between the State and Grantee specifying the payment of Grant Amount by the State for the performance of Work Plan within the Project Performance Period by the Grantee.

2. The term "Encumbrance" as used herein means a planned expenditure of grant funds.

3. The term "Grant Amount" as used herein means funds allocated to the Grantee in accordance with Education Code 44415.5.

4. The term "Grantee" as used herein means the party described as the Grantee on page one (1) of this Agreement.

5. The term "Institutions of higher education" means the California State University, the University of California, and private regionally accredited institutions of higher education institutions that offer a commission-approved teacher preparation program.

6. The term "Program" means the California Teacher Residency Implementation Grant Program.

7. The term "Project" as used herein means the project described on page one (1) of this Agreement.

8. The term "Project Performance Period" as used herein means the period of time that the Grant Amount is available, and the time in which the Project must be complete, billed and paid as described on page one (1) of this Agreement.

9. The term "Project Representative" as used herein means the person authorized by the Grantee to be responsible for the Project and can make daily management decisions.

10. The term "State" as used herein means the Commission on Teacher Credentialing.

11. The term "Teacher Residency Implementation Grant Program" is a state grant program authorized under the provisions of EC §44415 and §44415.5 that provides funding for the development of teacher residency programs.

12. The term "Work Plan" means the residency pathway planning activities described in

the LEA's application and budget herein attached as exhibits A and B, and as approved by the State.

B. Project Execution

1. Grantee agrees to complete the Project in accordance with the time of Project Performance Period, and under the terms and conditions of this Agreement. Extensions may be requested at least 90 days in advance of the date of termination and will be considered in the event of circumstances beyond the control of the Grantee, but in no event subsequent to the end of the Project Performance Period as identified in the Work Plan as the Project's date of completion.

2. Grantee agrees to submit in writing any deviation from the approved grant application to the State for approval, prior to implementation of changes.

3. Grantees will be expected to make appropriate yearly progress in implementing their expanded residency model, resulting in an increase in the number of teacher resident candidates and according to the operational plan provided in the funded application. Applicants should note that as a condition of receipt of a grant, the LEA grantee must agree to report outcome data when reports are requested by Commission staff. Failure to comply with funding terms or reporting requirements could put future funding opportunities at risk.

4. Grant funding may be subject to change when any unspent funds are reported in any annual reports.

5. The Teacher Residency Implementation grant funding period, and the approved grant activities, may extend through June 30, 2026. For grantees who also apply for or have already been awarded other Teacher Residency grant funding, the grantee may continue to operate their Teacher Residency Implementation Grant within the grant funding period and planned activities within the specified grant agreement. The funds in this grant agreement may be spent concurrently with previously awarded grant agreements until their respective cutoff dates to complete the planned activities described in the response to the selection criteria and as stated in the statute(s) in the grant agreement that authorizes funding.

C. Project Costs

Subject to the availability of Grant Amount in the Act, the State hereby grants to the Grantee an annual sum of money (Annual Grant Amount) not to exceed the amount stated on page one (1) of this Agreement in consideration of and on condition that the sum be expended in carrying out the purpose as set forth in the Work Plan and under the terms and conditions set forth in this Agreement. Grantee agrees to assume any obligation to furnish any additional funds that may be necessary to complete the Project. All costs accrued for services or supplies prior to the execution of Agreement are not eligible for reimbursement.

The Grant Amount to be provided to the Grantee, under this Agreement, may be disbursed as follows:

1. Upon approval of the application, the first payment will be 90 percent (90%) of the total annual budget amount projected for the first year of resident enrollment.

2. The second payment will be 10 percent (10%) of the total annual budget amount projected for the first year of resident enrollment. The second payment will be provided to grantees after the program has completed its activities and submitted required annual reports to the Commission.

3. Subsequent Annual payments will be determined by calculating the program need based on the actual expenditures reported by the program from the previous fiscal year and the projected enrollment numbers submitted by the program for the following fiscal year. Annual awards will be disbursed in two payments following the 90 percent (90%)/10 percent (10%) model described above. Unspent funds reported on annual reports will be deducted from the next allotment of funds.

4. Annual payments will not be released until the completed annual report from the previous fiscal year has been approved by Commission staff.

D. Allowable Activities and Use of Funds

1. Assembly Bill (AB) 130 (Chapter 44, Statutes of 2021) provided the Commission with $350 million for the Teacher Residency Grant Program, with up to $325 million allocated to expansion and implementation grants that shall not exceed $25,000 per teacher candidate in the residency program of the jurisdiction of the grant recipient. Per statute, the grant funds must be matched by the grantee LEA or consortium on an eighty cents ($.80) to one dollar ($1) basis. Matching funds may be actual dollars or in-kind services. Funding is available through June 30, 2026.

2. Sample activities that can be funded through the Teacher Residency Implementation Grants include but are not limited to implementing or expanding an existing LEA-IHE collaborative teacher residency to include any or all of the allowable designated shortage areas or diversification of the teacher workforce efforts described in the authorizing legislation.

3. The Grantee warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Grantee for the purpose of securing business. For breach or violation of the warranty, the state shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

E. Payment Documentation

1. Payment shall be made yearly for the annual grant amount, less 10% withholding to be released upon satisfactory completion of all required deliverables.

2. Any overpayment of Grant Amount in excess of final project costs shall be returned to the State within 60 days of completion of the Project or the end of the Project Performance Period as shown on page one (1), whichever is earlier.

F. Project Administration

1. Grantee agrees to provide all technical and administrative services as needed for Agreement completion. Grantee agrees to monitor and review all work performed; and coordinate budgeting and scheduling to assure that the Agreement is completed within budget, on schedule, and in accordance with approved procedures, applicable laws, and regulations.

2. Grantee ensures that the Agreement requirements are met through completion of annual reports, submitted to the State in accordance with the Work Plan and through regular communication with the State.

3. Grantee agrees to promptly submit reports as the State has requested in this Agreement or may request during the life of this Agreement.

4. The Grantee shall comply with the Drug-Free Workplace Act of 1990 (Government Code section 8350 et seq.), Government Code sections 12990(a-f) and CCR, Title 2, Section 8103 (nondiscrimination for non-public entities, and Public Contract Code section 10295.3 (domestic partners).

G. Project Termination

1. Failure by the Grantee to comply with the terms of this Agreement or any other Agreement under the Act may be cause for suspension of all obligations of the State hereunder.

2. Failure of the Grantee to comply with the terms of this Agreement shall not be cause for the suspension of all obligations of the State hereunder if in the judgment of the State such failure was due to no fault of the Grantee.

3. In such case, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.

4. Should the Grantee choose to terminate its participation in the program, a thirty (30)-day written notice is required. Final program and expenditure reports are due thirty (30) days after the program cessation. The Grantee agrees to return all unexpended funds within sixty (60) days of project cessation.

5. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the state shall have no liability to any funds to the Grantee, furnish any other consideration under this agreement, and the grantee shall not be obligated to perform any provisions of this Agreement.

6. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an agreement amendment to the Grantee to reflect the changes.

H. Financial Records

1. Expenditures shall comply with all applicable provisions of federal, state, and local rules, regulations and policies related to the administration, use, and accounting for public school funds, including but not limited to, the Education Code of the State of California.

2. Grantee agrees to maintain satisfactory financial accounts, documents, and records for the Project and to make them available to the State for auditing at reasonable times. Grantee also agrees to retain such financial accounts, documents and records for three years following Project termination or completion.

3. Grantee agrees to use a generally accepted accounting system.

I. Audit

1. Projects are subject to audit by the State for three years following the final payment of Grant Amount. The purpose of this audit is to verify that project expenditures were properly documented. Grantees will be contacted at least 30 days in advance of an audit.

2. Audit will include all books, papers, accounts, documents, or other records of the Grantee, as they relate to the Project for which the State authorized Grant Amount. The Grantee shall have the Project records, including the sources documents and cancelled warrants, readily available to the State.

3. The Grantee must also provide an employee having knowledge of the Project and the accounting procedure or system to assist the State's auditor. The Grantee shall provide a copy of any document, paper, record, or the like requested by the State.

4. All Project records must be retained for at least one year following an audit or final disputed audit findings.

2021-22 Budget Act Legislation

Section 45:
Section 44415.5 is added to the Education Code, to read:
44415.5.
(a) For purposes of this section, the following definitions apply for the Teacher Residency Grant Program:

(1) "Experienced mentor teacher" means an educator who meets all the following requirements:

(A) Has at least three years of teaching experience and holds a clear credential in the subject in which the mentor teacher will be mentoring.

(B) Has a record of successful teaching as demonstrated, at a minimum, by satisfactory annual performance evaluations for the preceding three years.

(C) Receives specific training for the mentor teacher role and engages in ongoing professional learning and networking with other mentors.

(D) Receives compensation, appropriate release time, or both, to serve as a mentor in the initial preparation or beginning teacher induction component of the teacher residency program.

(2) "Teacher residency program" is a grant applicant-based program that partners with one or more commission-approved teacher preparation programs offered by a regionally accredited institution of higher education in which a prospective teacher teaches at least one-half time alongside a teacher of record, who is designated as the experienced mentor teacher, for at least one full school year while engaging in initial preparation coursework.

(b) For the 2021–22 fiscal year, the sum of three hundred fifty million dollars ($350,000,000) is hereby appropriated from the General Fund to the commission for the Teacher Residency Grant Program to support teacher residency programs that recruit and support the preparation of teachers pursuant to this section. This funding shall be available for encumbrance until June 30, 2026.

(c) (1) The commission shall make one-time grants to grant applicants to establish new teacher residency programs, or expand, strengthen, or improve access to existing teacher residency programs that support either of the following:

(A) Designated shortage fields, including special education, bilingual education, science, computer science, technology, engineering, mathematics, transitional kindergarten, or kindergarten, and any other fields identified by the commission based on an annual analysis of hiring and vacancy data.

(B) Local efforts to recruit, develop support systems for, provide outreach and communication strategies to, and retain a diverse teacher workforce that reflects a local educational agency community's diversity.

(2) Grant recipients shall work with one or more commission-accredited teacher preparation programs and may work with other community partners or nonprofit organizations to develop and implement programs of preparation and mentoring for resident teachers who will be supported through program funds and subsequently employed by the sponsoring grant recipient.

(3) A grant applicant may consist of one or more, or any combination, of the following:

(A) A school district.

(B) A county office of education.

(C) A charter school.

(D) A regional occupational center or program operated by a joint powers authority or a county office of education.

(d) Grants allocated pursuant to subdivision (c) shall be up to twenty-five thousand dollars ($25,000) per teacher candidate in the residency program of the jurisdiction of the grant recipient, matched by that grant recipient at a rate of 80 percent of the grant amount received per participant, as described in subdivision (f). Residents are also eligible for other forms of federal, state, and local educational agency financial assistance to support the cost of their preparation. Grant program funding shall be used for, but is not limited to, any of the following:

(1) Teacher preparation costs.

(2) Stipends for mentor teachers, including, but not limited to, housing stipends.

(3) Residency program staff costs.

(4) Mentoring and beginning teacher induction costs following initial preparation.

(e) A grant recipient shall not use more than 5 percent of a grant award for program administration costs.

(f) A grant recipient shall provide a match of grant funding in the form of one or both of the following:

(1) Eighty cents ($0.80) for every one dollar ($1) of grant funding received per participant, to be used in a manner consistent with allowable grant activities pursuant to subdivision (d).

(2) An in-kind match of program director personnel costs, mentor teacher personnel costs, or

other personnel costs related to the Teacher Residency Grant Program, provided by the grant recipient.

(g) Grant recipients shall do all of the following:

(1) Ensure that candidates are prepared to earn a preliminary teaching credential that will authorize the candidate to teach either in a designated shortage field or in furtherance of subparagraph (B) of paragraph (1) of subdivision (c) upon completion of the program.

(2) Ensure that candidates are provided instruction in all of the following:

(A) Teaching the content area or areas in which the teacher will become certified to teach.

(B) Planning, curriculum development, and assessment.

(C) Learning and child development.

(D) Management of the classroom environment.

(E) Use of culturally responsive practices, supports for language development, and supports for serving pupils with disabilities.

(F) Professional responsibilities, including interaction with families and colleagues.

(3) Provide each candidate mentoring and beginning teacher induction support following the completion of the initial credential program necessary to obtain a clear credential and ongoing professional development and networking opportunities during the candidate's first years of teaching at no cost to the candidate.

(4) Prepare candidates to teach in a school within the jurisdiction of the grant recipient in which they will work and learn the instructional initiatives and curriculum of the grant recipient.

(5) Group teacher candidates in cohorts to facilitate professional collaboration among residents, and ensure candidates are enrolled in a teaching school or professional development program that is organized to support a high-quality teacher learning experience in a supportive work environment.

(h) To receive a grant, an applicant shall submit an application to the commission at a time, in a manner, and containing information prescribed by the commission.

(i) When selecting grant recipients, the commission shall do both of the following:

(1) Require applicants to demonstrate a need for teachers in one or more designated shortage fields or for the purposes described in subparagraph (B) of paragraph (1) of subdivision (c), and to propose to establish a new, or expand, strengthen, or improve access to an existing, teacher residency program that recruits, prepares, and supports teachers to teach in either one or more such fields or in furtherance of subparagraph (B) of paragraph (1) of subdivision (c) in a school within the jurisdiction of the sponsoring grant applicant.

(2) Give priority consideration to grant applicants who demonstrate a commitment to increasing diversity in the teaching workforce, have a higher percentage than other applicants of unduplicated pupils, as defined in Section 42238.02, and have one or more schools that exhibit one or both of the following characteristics:

(A) A school where 50 percent or more of the enrolled pupils are eligible for free or reduced-price meals.

(B) A school that is located in either a rural location or a densely populated region.

(j) A candidate in a teacher residency program sponsored by a grant provided pursuant to subdivision (c) shall agree in writing to serve in a school within the jurisdiction of the grant recipient that sponsored the candidate for a period of at least four school years beginning with the school year that begins after the candidate successfully completes the initial year of preparation and obtains a preliminary teaching credential. A candidate who fails to earn a preliminary credential or complete the period of the placement shall reimburse the sponsoring grant recipient the amount of grant funding invested in the candidate's residency training. The amount to be reimbursed shall be adjusted proportionately to reflect the service

provided if the candidate taught at least one year, but less than four years, at a school within the jurisdiction of the sponsoring grant recipient. A candidate shall have five school years to complete the four-school-year teaching commitment.

(k) If a candidate is unable to complete a school year of teaching, that school year may still be counted toward the required four complete school years if any of the following occur:

(1) The candidate has completed at least one-half of the school year.

(2) The employer deems the candidate to have fulfilled their contractual requirements for the school year for the purposes of salary increases, probationary or permanent status, and retirement.

(3) The candidate was not able to teach due to the financial circumstances of the sponsoring grant recipient, including a decision to not reelect the employee for the succeeding school year.

(4) The candidate has a condition covered under the federal Family and Medical Leave Act of 1993 (29 U.S.C. Sec. 2061 et seq.) or similar state law.

(5) The candidate was called or ordered to active duty status for more than 30 days as a member of a reserve component of the Armed Forces of the United States.

(l) For purposes of administering the grant program pursuant to subdivision (c), the commission shall do all of the following:

(1) Determine the number of grants to be awarded and the total amount awarded to each grant applicant.

(2) Require grant recipients to submit program and expenditure reports, as specified by the commission, as a condition of receiving grant funds.

(3) Annually review each grant recipient's program and expenditure reports to determine if any candidate has failed to meet their commitment pursuant to subdivision (j).

(m) If the commission determines or is informed that a sponsored candidate failed to earn a preliminary credential or meet their commitment to teach pursuant to subdivision (j), the commission shall confirm with the grant recipient the applicable grant amount to be recovered from the candidate and the grant recipient. The amount to be recovered shall be adjusted proportionately to reflect the service provided if the candidate taught at least one year, but less than four years, at the sponsoring grant recipient.

(n) Upon confirming the amount to be recovered from the grant recipient pursuant to subdivision (m), the commission shall notify the grant recipient of the amount to be repaid within 60 days. The grant recipient shall have 60 days from the date of the notification to make the required repayment to the commission. If the grant recipient fails to make the required payment within 60 days, the commission shall notify the Controller and the grant recipient of the failure to repay the amount owed. The Controller shall deduct an amount equal to the amount owed to the commission from the grant recipient's next principal apportionment or apportionments of state funds, other than basic aid apportionments required by Section 6 of Article IX of the California Constitution. If the grant recipient is a regional occupational center or program operated by a joint powers authority that does not receive a principal apportionment or apportionments of state funds, or a consortia of local educational agencies, the commission shall notify the Controller of the local educational agency where the candidate taught and the Controller shall deduct the amount owed from the applicable local educational agency's next principal apportionment or apportionments of state funds, other than basic aid apportionments required by Section 6 of Article IX of the California Constitution.

(o) An amount recovered by the commission or deducted by the Controller pursuant to subdivision (n) shall be deposited into the Proposition 98 Reversion Account.

(p) Grant recipients may recover from a sponsored candidate who fails to earn a preliminary credential or complete the period of placement the amount of grant funding invested in the candidate's residency

training. The amount to be recovered shall be adjusted proportionately to reflect the service provided if the candidate taught at least one year, but less than four years, at a school within the jurisdiction of the sponsoring grant recipient.

(q) Grant recipients shall not charge a teacher resident a fee to participate in the Teacher Residency Grant Program.

(r) (1) Notwithstanding subdivision (c), the commission may allocate up to twenty-five million dollars ($25,000,000) of the amount appropriated pursuant to subdivision (b) to capacity grants that shall be awarded on a competitive basis to local educational agencies or consortia, as designated pursuant to this section, partnering with regionally accredited institutions of higher education to expand, strengthen, improve access to, or create teacher residency programs that lead to more credentialed teachers to teach either in shortage fields or in furtherance of subparagraph (B) of paragraph (1) of subdivision (c).

(2) (A) The commission shall determine the number of capacity grants to be awarded and the amount of the applicable grants.

(B) Individual capacity grants shall not exceed two hundred fifty thousand dollars ($250,000) per grant recipient.

(s) For purposes of making the computations required by Section 8 of Article XVI of the California Constitution, the appropriation made by subdivision (b) shall be deemed to be "General Fund revenues appropriated for school districts," as defined in subdivision (c) of Section 41202, for the 2020–21 fiscal year, and included within the "total allocations to school districts and community college districts from General Fund proceeds of taxes appropriated pursuant to Article XIII B," as defined in subdivision (e) of Section 41202, for the 2020–21 fiscal year.

SEC. 46.
Section 44417.5 is added to the Education Code, to read:

44417.5.
The commission shall conduct an evaluation of the Teacher Residency Grant Program described in Section 44415.5 to determine the effectiveness of this program in recruiting, developing support systems for, and retaining teachers prepared to teach either in commission-designated shortage areas or in furtherance of subparagraph (B) of paragraph (1) of subdivision (c) of Section 44415.5, and provide a report to the Department of Finance and the appropriate fiscal and policy committees of the Legislature on or before December 1, 2027.

Exhibit A

Task List and Timeline

(Supplied by Grantee, Question 3 of RFA Response)

Each consortium district has identified 1-3 target schools with experienced mentor teachers to host the teacher residents. Members of the district management teams have been instrumental in identifying schools that have both strong leadership and mentor teacher capacity to host teacher residents. As the available pool of mentor teachers for bilingual teachers is limited in some cases, grant activities focus on building a strong mentor teacher cohort and recruiting teachers with three years of experience into the residency program. **The consortium has set a target of recruiting a total of 36 residents over the four academic years, across the three districts,** with the goal of scaling up year over year (see Table 2: Resident Targets). The goal is to grow to 12 residents annually: 5 mentor/resident pairs in MUSD, 3 mentor/resident pairs in ARUSD, and 4 mentor/resident pairs in CUSD, potentially expanding in future years beyond the grant period. The average number of residents annually over the grant period is 11.75, rounded to 12 for budget purposes.

Table 2: Resident Targets

District	Year 1 (22-23)	Year 2 (23-24)	Year 3 (24-25)	Year 4 (25-26)
MUSD	5	4	5	5
ARUSD	0	2	3	3
CUSD	0	3	4	4
Total	**5**	**9**	**12**	**12**

The MSBC-SJSU TRP would start in the 22-23 academic year, with residents starting classes in June 2022 and their residency placement alongside their mentor teachers in August 2022. The CTC Residency Implementation Grant would support five residents for the remainder of their program, after the award notification in December 2022 through June 2023. The program plans to recruit and enroll 9 for 2023-24 and 12 residents for both the 2024-25 and 2025-26 academic years. Recruitment and selection of teacher residents is a collaborative process between the consortium districts and SJSU. Potential residents are recruited from a number of SJSU undergraduate programs that prepare students for teaching, (e.g., Liberal Studies Preparation for Teaching, Child Development Preparation for Teaching), as well as from programs that feature large enrollments of students of color, multilingual students, first-gen college students, and students who approach education from a culturally sustaining lens (e.g., African-American Studies, Chicana/o/x Studies, Art, Kinesiology, Social Science Teacher

Preparation, Behavioral Studies, and Psychology). SJSU Lurie College of Education's Student Success Center distributes residency recruitment materials to a wide variety of undergraduate programs across the university.

Aspiring bilingual teachers at the undergraduate level are also recruited for the residency program through collaboration with the Liberal Studies Teacher Integration Program, Spanish Bilingual. Students in this pathway are completing some of the bilingual coursework in primary language as part of the undergraduate program and finalize the requirements for the bilingual authorization with courses and field practice-residency at the Teacher Education Department graduate program. Similarly, the Spartan Accelerated Graduate Education (SAGE) program, which allows bilingual candidates to complete a BA and an MA in five years, fosters this interdepartmental collaboration and recruitment of potential candidates.

Potential residents are also recruited from district alumni and community members, as well as district employees (including classroom aides, paraeducators, and extended learning staff) who reflect the diversity of district students. Potential residents apply to the SJSU credential program, then are interviewed and selected by the MSBC-SJSU TRP Selection Committee composed of members from each district and SJSU. Residents are expected to hold a 2.75 GPA at admission, submit a personal statement expressing a commitment to working with students from diverse backgrounds, have strong letters of recommendation attesting to their ability to complete rigorous coursework and maintain a GPA of 3.0, evidence of prior field experiences in classrooms, and a commitment to work in their respective district placements for four years upon completion of the residency year.

Exhibit B

Budget

(Supplied by Grantee, Appendix G)

Program Component	Grant Funds Requested Per Resident	Targeted # of Residents to Receive this Support Annually	Total Grant Funds Requested
Mentor Teacher Professional Development/ Training	$0.00	0	$0.00
Mentor Teacher Stipend (this may include housing stipends)	$2,000.00	12	$24,000.00
Mentor Teacher Release Time	$571.00	12	$6,852.00
Teacher Preparation Costs (Tuition, Fees,	$13,269.00	12	$159,228.00
Salary/Stipend for Residents (this may include housing stipends)	$5,000.00	12	$60,000.00
IHE Faculty Stipends	$0.00	0	$0.00
IHE Faculty Release Time	$0.00	0	$0.00
Examination fees for Residents to Earn a Preliminary Credential (TPA, RICA, CSET,	$870.00	12	$10,440.00
Induction Support for Residents who Complete the Program	$0.00	0	$0.00
Residency program staff costs	$2,040.00	12	$24,480.00
Program Administration (five percent (5%) cap on grant funds used for this purpose; no limit on matching funds used for this	$1,250.00	12	$15,000.00
Other (describe below)	$0.00	0	$0.00
Program Component - Grant Funds Requested Per Resident - Targeted # of Residents to Receive this Support Annually - Total Grant Funds Requested			
TOTALS	$25,000.00	[redacted]	$300,000.00

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: **BUSINESS OFFICE** Contract No.: _____ Vendor No.: 10547

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:

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

Note: All Contracts over $5,000 require pre-approval.

* *Use Independent Contractor Agreement (PUR-116) for unincorporated individuals or in the absent of negotiated agreement.*

Name of Individual/Company: Santa Clara County Office of Education-Library Services

Address: 1290 Ridder Park Drive City: San Jose State: Ca Zip: 95131

Phone: (408) 453-6670 Email: _____

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.)

SCCOE will provide credentialed "Librarian of Record" Services for the 2023-24 school year to comply with state regulations for all ARUSD 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)

X a. **Fee Rate:** $.75 per student Not to Exceed $6,605.25 of services.

____ b. **Other:** $_____

Describe other related costs: _____

BUDGET CODE: 010-0000-0-5815-00-1110-1000- _____ Accountant Initials

000000-305-5245 _____ Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: Tara Bickford Date: 8/30/23

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 Memorandum of Understanding (MOU), hereinafter referred to as the "Agreement", is between the Santa Clara County Office of Education (SCCOE) and Alum Rock Union School District (the "Agency"). SCCOE and the Agency can each be referred to as the "Party" or collectively as the "Parties" for the purpose of this Agreement.

1. Overview

This Agreement outlines the responsibilities and commitments of each Party regarding the participation in Librarian of Record services.

2. Goals

☒ Improve access to inclusive, equitable, high-quality education.
☒ Provide quality support to districts, schools, students, and communities.
☐ Be a premier service organization.

The SCCOE will serve as the Librarian of Record for Alum Rock Union School District (ARUSD).

3. Responsibilities

3.1. The Agency Responsibilities:

ARUSD will contract with the SCCOE for Librarian of Record Services (compliance only).

3.2. The SCCOE Responsibilities:

SCCOE will serve as the Librarian of Record for the Agency.

4. Duration of Agreement

This Agreement begins on July 1, 2023 and ends on June 30, 2024.

5. Articulation of Monies/Compensation

Alum Rock Union School District (ARUSD)will pay the SCCOE $0.75 per student. The latest enrollment information provided by ARUSD is 8,807 students. ARUSD will pay SCCOE $6,605.25 within 30 days of receipt of invoice.

6. Data Sharing

The services performed under this Agreement include the sharing of non-publicly available employee or student data.

☐ Yes, Data Sharing agreement/form attached
☒ No

7. Termination

Either the Agency or the SCCOE may terminate this Agreement with or without cause upon 30 days advance written notice to the other Party.

8. Other Terms

8.1. Entire Agreement: This Agreement and its appendices and exhibits (if any) constitute the final, complete, and exclusive statement of the terms of the agreement between the Parties. It incorporates and supersedes all the agreements, covenants and understandings between the Parties concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this Agreement. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this Agreement.

8.2. Amendments: This Agreement may only be amended by a written instrument signed by the Parties.

8.3. Severability: Should any part of this Agreement between SCCOE and the Agency be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of the Agreement, which shall continue in full force and effect, provided that such remainder can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.

8.4. Third-Party Beneficiaries: This Agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the Parties.

8.5. Assignment: No assignment of this Agreement or of the rights and obligations hereunder shall be valid without the prior written consent of the other Party.

8.6. Use of SCCOE Name and Logo for Commercial Purposes: Agency shall not use the name or logo of SCCOE or reference any endorsement from SCCOE in any manner for any purpose, without the prior express written consent of SCCOE as provided by the SCCOE's authorized representative, or designee.

8.7. Governing Law, Venue: This Agreement has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Proper venue for legal action regarding this Agreement shall be in Santa Clara County.

9. Insurance/Hold Harmless

9.1 Insurance: The SCCOE and the Agency shall maintain a certificate of insurance in the Business Office of each respective office.

9.2 Indemnification: Each Party will defend, indemnify, and hold the other Parties, their officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, employees, or agents.

10. Execution Authority

Each individual executing this Agreement on behalf of a Party represents that they are duly authorized to execute and deliver this Agreement on the entity's behalf, including, as applicable, the Governing Board, Superintendent, Board of Directors, or Executive Director. This Agreement shall not be effective or binding unless it is in writing and approved by the SCCOE's authorized representative, or authorized designee, as evidenced by their signature as set forth in this Agreement.

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: Jessica Bonduris Ed.D.

Title: Associate Superintendent

Date: _____

Address: 1290 Ridder Park Drive, MC 253
San Jose, CA 95131

Phone: (408)453-6842

Email: jbonduris@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: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

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

Early Learning (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: San Jose State University

Address: One Washington Square City: San Jose State: CA Zip: 95192

Phone: ( ) 408-924-1000 Email: maria.munoz@sjsu.edu

SSN: _____ Fed I.D. #: _____

CONTRACT TERM: start dates June 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.)

San Jose State University operates a Commission-approved and accredited teacher preparation program that satisfies Education Code section 44373 (c). A teacher residency allows an individual ("Resident") to complete the field-component of their preparation program while placed in a public school setting in one or more classrooms for the entire school year. Residency programs are a partnership between the Commission-approved sponsor and the District that hosts the Resident.

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:** $ Covered by the EETD Mount Pleasant Consortium Grant

Describe other related costs: $5795 (cost of two teacher release days)and sub-cost of approx. $4800 for a total of $10,595.00

BUDGET CODE: 120-6054-0-5815-00-0001-1000-000050-065-6055 _____ Accountant Initials

_____ _____ Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: Dr. Dianna J. Ballesteros Date: 08 / 30 / 2023

Director of Fiscal Services: _____ Date: _____

Asst. Supt., of Business Services: _____ Date: _____

Superintendent: _____ Date: _____

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MEMORANDUM OF UNDERSTANDING

between

SAN JOSÉ STATE UNIVERSITY and the TK-K Implementation and Expansion Grant Consortium Districts

This Memorandum of Understanding is entered into by and between the State of California through the Trustees of the California State University on behalf of

San José State University

and

Mount Pleasant Elementary School District,
Franklin-McKinley School District,
Alum Rock Union School District,
Evergreen School District,
and Berryessa Union School District

and is effective as of **June 1, 2023**.

RECITALS

1. The California Commission on Teacher Credentialing (the "Commission" or "CCTC") sets standards for educator preparation for the public schools of California and the licensing and credentialing of professional educators in the State of California.

2. San José State University operates a Commission-approved and accredited teacher preparation program that satisfies Education Code section 44373(c). The University's Department of Teacher Education currently offers the Multiple Subject Credential for individuals who want to teach students across grades TK to 8, as well as the Single Subject credential for secondary teaching. A PK-3rd grade credential is under development, offered as a collaboration between the departments of Teacher Education, Special Education, and Child and Adolescent Development. The TK Residency program and the anticipated PK-3 credential share a focus on developmentally supportive, culturally sustaining, and inclusive teaching of young children at the start of their formal education years. Both the Multiple Subjects and PK-3 credentials can be earned alongside a Bilingual authorization. We anticipate that the TK Residency program will initially center on the Multiple Subjects credential, with a shift to the PK-3 credential pending approval.

3. A teacher residency allows an individual ("Resident") to complete the field-component of their preparation program while placed in a public school setting in one or more classrooms for the entire school year (e.g., August-June). Residency programs are a

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partnership between the Commission-approved program sponsor and the partner School or District that hosts the Resident. The supervision and support of the Resident is a joint responsibility between the Commission-approved program and the employer. Both are equally responsible for ensuring that the Resident receives the required support and supervision. This Memorandum of Understanding formally establishes a relationship between the parties who agree to coordinate their work, allocate resources appropriately, and share responsibility with each other to meet Commission preparation standards.

4. The TK/K-SJSU Teacher Residency Consortium offers a residency program as a collaborative partnership among the following partners: Mount Pleasant Elementary School District (Lead LEA), Alum Rock, Evergreen, Berryessa, and Campbell school districts, and San José State University.

The University and the District agree as follows:

1. SHARED RESPONSIBILITIES

Both University and District are equally responsible for assuring the following occur:

A. Counsel the resident and develop a plan to complete the requirements to earn a credential in the specified content or specialty area(s). University, the District, and the Resident shall concur on the program planned. Each is responsible for the timely and proper progress of the plan. Inform the resident of responsibilities related to funding and service obligations to the district.
B. Identify the individual(s) and the roles/responsibility related to:
    a. Weekly lesson planning
    b. Coaching within the classroom
    c. Problem-solving regarding students
    d. Curriculum, and
    e. Teaching
C. Establish the process for communication between the principal or evaluator, or other District designee and the University Advisor.
D. Place the Resident in a co-teaching Mentor's classroom at least half time (totaling no less than 600 hours*) for the duration of the School or District's school year (e.g., August-June), including support/mentoring and supervision, such as coaching, modeling, and demonstrating within the classroom, assistance with course planning and problem-solving regarding students, curriculum, and development of effective teaching methodologies.
    a. *When the PK-3 credential program is implemented, the total number of hours and their distribution over the school year will be revisited, given the differences in fieldwork requirements for Multiple Subjects and PK-3 credentials.
E. Ensure that the resident completes two solo weeks (full days for 5 consecutive days) each semester in the mentor's classroom.

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F. Support scheduling of observations (in the fall semester and in January of the placement year) beyond the mentor teacher's classroom at the placement school or across the district to ensure that the residents have opportunities to observe and/or co-teach across grade levels and student demographic contexts.
G. Provide content specific coaching.
H. Collaboratively plan induction support for residents who have completed the program.

2. UNIVERSITY'S RESPONSIBILITIES

A. University is responsible for ensuring that the Resident in their program is supervised and there is adequate support.
B. Provide the Resident with a minimum one hundred twenty (120)-hour pre service component that develops requisite knowledge and skills prior to entering the classroom in a sustained, intensive, and classroom-focused manner.
C. Assign a qualified University Supervisor who has expertise in the following: (i) current public school policies; (ii) knowledge of and experience with prioritized practices for secondary or elementary subject areas; (iii) the ability to model best professional practices in teaching and learning; (iv) knowledge of diverse abilities, cultural, language, ethnic, and gender diversity; and (v) the academic standards, frameworks, and accountability systems that drive the curriculum of public schools.
D. Articulate specific responsibilities of University Supervisor including allocation of time/frequency of observations and/or coaching.
E. Provide a University Advisor during the extent of the residency and monitor the successful completion of all requirements during the residency period.
F. Provide professional development seminars each semester for co-teaching Mentors and University Supervisors.
G. Receive, complete, and review the resident assessment forms at the end of each semester.
H. Provide information and paperwork for the process to apply for the appropriate credential, i.e., Multiple Subject, and/or Single Subject (through the SJSU Credential office).
I. Provide University supervision for at least 16 hours each semester of the one-year residency program in the form of a supervision class.
J. Teach courses in the Resident's credential program and ensure all courses are available for Residents.
K. Ensure that Residents are advised about which courses to take each semester.
L. Ensure coursework is aligned to the needs of teachers and students in the District, including use of district-adopted curriculum materials and shared instructional practices.
M. Provide professional development for Mentors on mentoring, co-teaching, and instructional practices prioritized by the Program Management Team and professional development working group.
N. Ensure teacher residents complete the CalTPA;
O. Provide a University Supervisor for each Resident.
P. Conduct classroom observations of Residents.

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Q. Recommend Residents for the appropriate credential upon satisfactory completion of all requirements.

3. DISTRICT'S RESPONSIBILITIES

A. Ensure each hosted resident signs district agreement forms related to funding support and service obligations to the district.
B. Ensure that schools in which Residents will be mentored provide high-quality learning experiences in a supportive work environment.
C. Ensure that Residents engage in all aspects of the learning community, including district- and site-level professional development that occurs immediately before and during the school year, committee meetings, staff meetings, and out-of-classroom assignments.
D. Facilitate each Resident's obtaining a substitute teaching permit in the District. With the mutual agreement of the Resident, Mentor, University Supervisor, and site administrator (e.g., Principal), a Resident may substitute outside of their placement classroom.
E. Provide induction support to residents who complete the program.
F. Provide fiscal management of grant and matching funds, if any, that support the Residency Program.
G. Ensure that the Resident is supported and there is adequate supervision.
H. Assign a Mentor who has a valid corresponding Multiple Subjects Credential (and, in some cases, Bilingual authorization), and three years of successful teaching experience.
I. Designate protected time for the Resident to meet with/work with the Mentor and any other support personnel within the school day including clearly defined expectations for type/frequency of support.
J. Ensure that Mentor attends any Professional Development or other training or meetings for Mentors in the Residency program.
K. Evaluate the Mentor, subject to the terms and conditions of any collective bargaining agreement to which the District is a party.
L. Facilitate (e.g., by hiring a substitute teacher) and ensure the Mentor's participation in residency-program professional development activities as specified each year by the Program Management Team and professional development working group.

4. TK-K TEACHER RESIDENCY CONSORTIUM RESPONSIBILITIES

A. Governance:
    a. Participate in a Consortium Program Management Team which functions as the operational governing body for the Residency Program and facilitates planning, design, and implementation of all key activities, instruments, processes, and systems. The Program Management team will be composed of members from the participating Districts, SJSU leadership, and any additional partner organization(s).
    b. Participate in the consortium's Mentor Working Groups related to professional development, coaching and feedback for Residents and Mentors.
        i. Future working groups (or, sub-committees) may be formed, as needed, to support recruitment and selection of Residents and Mentors; cohort activities (e.g. role-alike meetings); curriculum, instruction and assessment alignment; and formative evaluation and assessment.

B. Support and implement activities articulated in the CTC funded implementation grant, including distribution of funds for designated purposes, assigned time of staff, participation in working groups, etc.
C. Collaboratively plan resident and mentor professional development events throughout the residency year.
D. Provide priority hiring interviews to Residents enabling them to satisfy the service commitment to the District/Consortium; if possible prior to the county office job fair.
E. For residents who successfully complete the program, consortium districts agree to interview and potentially hire residents hosted by other consortium member districts if there are no openings in the host district.
F. Planning for Sustainability:
    a. Engage district leadership, including those with fiscal responsibilities in identifying federal, state and local funding streams that can be used to support residents and mentors in the future.
    b. Pilot use of federal, state, and district funds to support residents with income during the residency (e.g., to substitute teach and/or work as instructional aides or other paraprofessional educator roles)
G. Data Collection:
    a. Collect, share among partners, and analyze assessment and evaluation data related to the Residency Program including but not limited to resident retention, induction and placement data; and district teacher hiring and retention data as required by the CTC.
    b. Collect, share among partners and analyze assessment and evaluation data focusing on continual improvement for Residents, Mentors, District students, and all other aspects of the Residency Program.
    c. Provide district demographic, staffing and fiscal information as needed for grant applications and grant management.
    d. Track and report on grant and matching funds, if any, that support the Residency Program.

5. STATUS OF UNIVERSITY AND DISTRICT

A. The University represents and warrants that it is the State of California, acting in its higher education capacity, and has the legal capacity to enter into this Agreement.

B. The District represents and warrants that it (1) has the legal authority to enter into this Agreement; and (2) has obtained all necessary approvals and rights required by applicable laws, rules and regulations necessary to enter into, and perform under, this Agreement.

5. INSURANCE

The District shall provide both general liability insurance and workers compensation insurance for any University students participating in the Residency Program.

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6. INDEMNIFICATION

A. The District agrees to indemnify, defend, and hold harmless the University and its affiliates, directors, trustees, officers, agents, and employees, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney's fees arising out of or resulting from the District's negligence, or in proportion to the District's comparative fault.

B. The University agrees to indemnify, defend, and hold harmless the District and its affiliates, directors, trustees, officers, agents, and employees, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney's fees arising out of or resulting from the University's negligence, or in proportion to the University's comparative fault.

7. TERM AND TERMINATION

A. This Agreement shall be effective as of the date first written above and shall remain in effect for three years from the Effective Date (the "Initial Term"). This Agreement shall expire at the end of the Initial Term.

B. This Agreement may be terminated at any time without penalty by written agreement or upon 30 days advance written notice by one party to the other, provided, however, that in no event shall termination take effect with respect to students then participating in the Residency Program, until the Residents complete their training for the semester in which termination occurs.

8. GENERAL PROVISIONS

A. Amendments. This Agreement may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall take effect, it shall be reduced to writing and signed by the parties.

B. Assignment. Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this paragraph shall be void.

C. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

D. Entire Agreement. This Agreement, including any attached exhibits or agreements referenced in Sections I.A, is the entire agreement between the parties. No other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.

E. Endorsement. Nothing contained in this Agreement shall be construed as conferring on

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any party hereto any right to use the other party's name as an endorsement of product or service, or any right to advertise, promote, or otherwise market any product or service without the prior written consent of the other party. Furthermore, nothing in this Agreement shall be construed as an endorsement of any commercial product or service by the University, its officers or employees.

F. Survival. Upon termination of this Contract for any reason, the terms, provisions, representations, and warranties contained in this Agreement shall survive expiration or earlier termination of this Agreement.

G. Severability. If any provision of this Agreement is held invalid by any law, rule, order of regulation of any government or by the final determination of any state or federal court, such invalidity shall not affect the enforceability of the Agreement and any other provision not held to be invalid.

H. No Agency. Nothing herein shall be construed to create an agency relationship between the Parties.

I. Governing Law. The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

J. Notices. Notices required under this Agreement shall be sent to the parties by mail, postage prepaid, at the addresses set forth below (or authenticated online):

TO UNIVERSITY:

One Washington Square
San Jose State University
San Jose, CA 95192-0074
Attn: Maria Munoz @ maria.munoz@sjsu.edu
Lurie College of Education

TO DISTRICT:

Mount Pleasant Elementary School District
3434 Marten Ave.
San Jose, 95148 DocuSigned by: Elida MacArthur 8/17/2023
1C16A4744064C5...
Attn:Elida MacArthur, Superintendent,
emacarthur@mpesd.org

TO DISTRICT:

Alum Rock Union School District
2930 Gay Ave.
San Jose, CA 95127 DocuSigned by: Hilaria Bauer 8/22/2023
B1E8540B49EC434...
Attn:Hilaria Bauer, Superintendent,
hilaria.bauer@arusd.org

TO DISTRICT:

Campbell Union School District

155 N. Third Street

Campbell, CA 95008 DocuSigned by: 8/17/2023

Attn:Shelly Viramontez, Superintendent

sviramontez@campbellusd.org

TO DISTRICT:

Evergreen Elementary School District

3188 Quimby Road

San Jose, CA 95148 DocuSigned by: 8/24/2023

Attn:Deborah Ashmore, Assistant Superintendent,

dashmore@eesd.org

TO DISTRICT:

Berryessa Union School District

981 Ridder Park Dr.

San Jose, CA 95131-2305 DocuSigned by: 8/18/2023

Attn:Ricardo Cabrera, rcabrera@busd.net

Assistant Superintendent of Human Resources

9. EXECUTION

By signing below, each of the following represent that they have authority to execute this Agreement and to bind the party on whose behalf their signature is made.

SAN JOSÉ STATE UNIVERSITY

Office of Contracts & Purchasing Services

By: DocuSigned by: _____

Pegah Pornouri Contract Specialist

8/17/2023

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

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

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:

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

Note: All Contracts over $5,000 require pre-approval.

** Use Independent Contractor Agreement (PUR-116) for unincorporated individuals or in the absent of negotiated agreement.*

Name of Individual/Company: Santa Clara County Office of Education

Address: 1290 Ridder Park Dr City: San Jose State: Ca Zip: 95131

Phone: (408) 453-6554 Email: SLopez@sccoe.org

SSN: _____ Fed I.D. #: _____

CONTRACT TERM: start dates 9/15/2023 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 provide Universal Design for Learning (UDL) training for new and returning Alum Rock teachers. This credential is now a requirement. Training will be on two seperate days.

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:** $2,550

Describe other related costs: 2 training days $1125/day + 10 certificates @$30/ea Total $2550

BUDGET CODE: 080-6500-0-5200-00-5750-1120-000000-380-1820 _____ Accountant Initials

080-6500-0-5200-00-5750-1110-000000-380-1820 _____ Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: 8/3/23

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 Memorandum of Understanding (MOU), hereinafter referred to as the "Agreement", is between the Santa Clara County Office of Education (SCCOE) and Alum Rock Union School District (the "Agency"). SCCOE and the Agency can each be referred to as the "Party" or collectively as the "Parties" for the purpose of this Agreement.

1. Overview

This Agreement outlines the responsibilities and commitments of each Party regarding the participation in the Inclusion Collaborative Professional Learning Opportunities, Coaching & Technical Support services.

2. Goals

- ☒ Improve access to inclusive, equitable, high-quality education.
- ☒ Provide quality support to districts, schools, students, and communities.
- ☐ Be a premier service organization.

The Mission of the Santa Clara County Office of Education – Inclusion Collaborative is to build a culture that promotes equity, inclusion and belonging and to value every student by strengthening, sustaining, and ensuring inclusive practices. We believe that every individual regardless of abilities and disabilities has the right to equitable access to quality inclusive learning and community environments. Our Professional Learning Opportunities, Coaching & Technical Assistance Program will utilize the most effective available practices to improve the learning and behavior of students with or without disabilities within inclusive general education environments. These services will be offered to our partner agencies virtually, in-person, and/or through a hybrid learning model.

3. Responsibilities

3.1. The Agency Responsibilities:

Alum Rock Union School District to advise the SCCOE, Inclusion Collaborative of their specific needs at least 4 weeks in advance to ensure appropriate staff are available. If registration tracking or flyer creation is needed, **Alum Rock Union School District** will notify the SCCOE, Inclusion Collaborative with at least 2 weeks advance notice.

3.2. The SCCOE Responsibilities:

SCCOE, Inclusion Collaborative will provide services based on guidance of this agreement.

3.3. Shared Responsibilities:

SCCOE, Inclusion Collaborative and **Alum Rock Union School District** will finalize the dates & number of participants for services with at least 4 weeks' notice ahead of the requested service date. Time (start & end) and Location (address) will be coordinated by the SCCOE and Agency in advance of each service date(s).

3.4. Delivery of Services and Use of Resources:

Following the SCCOE services, we reserve the right to request an impact story. It is vital for ongoing improvement to hear from our partners how the services provided by the Inclusion Collaborative have impacted their site. (i.e. How has the professional development and/or coaching improved child outcomes? Have policies changed? Has your budget been impacted?

For schools/districts, the SCCOE has the right to request data in order to measure our impact. Examples of data include: CA Dashboard Measures, Least Restrictive Environment (Indicator 5/6) and English Learner Reclassification Rates.

4. Duration of Agreement

This Agreement begins on __7/1/2023_____ and ends on ___6/30/2024_____

5. Articulation of Monies/Compensation

5.1. Alum Rock Union School District will pay up to _$1,125.00_____ (not to exceed) to the SCCOE, Inclusion Collaborative. The FY2023-2024 rates for services are as follows:

5.1.1. Trainings: $4,500 full day, $2,250 half day, $350 hourly
5.1.2. Webinars: $750
5.1.3. Observation & Coaching: $350/hour
5.1.4. IEP Review & Technical Assistance: $350/hour
5.1.5. Video Recording & YouTube link provision $350 for 6 month availability period
5.1.6. Resource Materials: Costs Varies, will identify on quote

5.2. Invoices for completed services will be issued quarterly by the SCCOE, Inclusion Collaborative. Special requests for a change to the invoice timing will be evaluated on an as needed basis. Monies will be due upon receipt of invoice.

5.3. Proposed Expenditures:

Proposed Dates/Times	10/4/23 – 90 minute UDL Level 1 Microcredential PD ($1,125) 10/11/23 – 90 minute UDL Level 1 Microcredential make up PD ($1,125) Level 1 Microcredentials ($30/person)
Topics:	Intro to UDL
Total Cost:	$2,550.00

6. Data Sharing

The services performed under this Agreement include the sharing of non-publicly available employee or student data.

☐ Yes, Data Sharing agreement/form attached
☒ No

7. Termination

Either the Agency or the SCCOE may terminate this Agreement with or without cause upon 2 week advance written notice to the other Party.

8. Other Terms

8.1. Entire Agreement: This Agreement and its appendices and exhibits (if any) constitute the final, complete, and exclusive statement of the terms of the agreement between the Parties. It incorporates and supersedes all the agreements, covenants and understandings between the Parties concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this Agreement. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this Agreement.

8.2. Amendments: This Agreement may only be amended by a written instrument signed by the Parties.

8.3. Severability: Should any part of this Agreement between SCCOE and the Agency be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of the Agreement, which shall continue in full force and effect, provided that such remainder can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.

8.4. Third-Party Beneficiaries: This Agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the Parties.

8.5. Assignment: No assignment of this Agreement or of the rights and obligations hereunder shall be valid without the prior written consent of the other Party.

8.6. Use of SCCOE Name and Logo for Commercial Purposes: Agency shall not use the name or logo of SCCOE or reference any endorsement from SCCOE in any manner for any purpose, without the prior express written consent of SCCOE as provided by the SCCOE's authorized representative, or designee.

8.7. Governing Law, Venue: This Agreement has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Proper venue for legal action regarding this Agreement shall be in Santa Clara County.

9. Insurance/Hold Harmless

9.1 Insurance: The SCCOE and the Agency shall maintain a certificate of insurance in the Business Office of each respective office.

9.2 Indemnification: Each Party will defend, indemnify, and hold the other Parties, their officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, employees, or agents.

10. Execution Authority

Each individual executing this Agreement on behalf of a Party represents that they are duly authorized to execute and deliver this Agreement on the entity's behalf, including, as applicable, the Governing Board, Superintendent, Board of Directors, or Executive Director. This Agreement shall not be effective or binding unless it is in writing and approved by the SCCOE's authorized representative, or authorized designee, as evidenced by their signature as set forth in this Agreement.

11. Electronic Signatures/ Signatures

Unless otherwise prohibited by law or SCCOE policy, the Parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by

facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document or other format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by SCCOE.

SCCOE:

By: DocuSigned by: Sandya Lopez
Signature of Authorized SCCOE Official

Name: Sandya Lopez

Title: Director, Inclusion Collaborative

Date: 7/24/2023 | 1:16 PM PDT

Address: 1290 Ridder Park Drive
San Jose, CA 95131

Phone: 408-453-6554

Email: SLopez@sccoe.org

***(Alum Rock Union School District)*:**

By: _____
Signature of Authorized Agency Official

Name: Hilana Bauer

Title: Superintendent

Date: _____

Address: 2930 Gay Avenue
San Jose, CA 95127

Phone: 408-928-6800

Email: _____

For Contracts Office/Risk Management use only:

RM#: _____

Date: _____

Signature: _____

INCLUSION COLLABORATIVE

Date: 7/3/23

Prices valid for 30 days from date of quote.

FY23-24 Inclusion Collaborative Service Quote

Professional Development (PD)

- Professional Learning Community - Community of Practice = Costs Varies
- Webinars $1500
- Trainings
  - Full Day $4,500
  - Half Day $2,250
  - Training Materials At Cost

Coaching & Technical Assistance

- Hourly Rate $350/hour
- Inclusion Referrals (individual student)
- Classroom (s) / Educators
- Inclusion Observation
- Pre Meeting & Post De-Brief
- Technical Assistance & tools

District/Organization: Alum Rock

Date of Service	Service	Service Topic:	Qty.	Rate	Total
10/04/23	PD Training	90-minute UDL Level 1 Microcredential	1	$1125	$1,125
10/11/23	PD Training	90-min. UDL Lvl. 1 (for those that didn't pass)	1	$1125	$1,125
		Level 1 Microcredentials $30/person	10	$30	$300
				$0	$0
				$0	$0
				$0	$0
				$0	$0
				$0	$0
				$0	$0
				$0	$0
				$0	$0
				$0	$0
Note: mileage reimbursement for out of county locations				**Grand Total:**	$2,550

Created by: Sandya Lopez **Date:** 07/03/23

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

PURCHASE ORDER / CONTRACT CHANGE ORDER (POCO)

P.O. No. _____ Contract No. CO 226214 Contract Original Amount: $0

Vendor Name: Social Services Agency-DFCS Vendor No. 011532

Please check:

_____ Cancel P.O. / Contract

✓ Change Item No.: 1

_____ 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 $_____

Change Order #: _____ $_____

Change Order #: _____ $_____

Change Order #: _____ $_____

New Contract Total $_____
(including Change Orders)

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
	01	0000	0	5815	00	0000	3130	000000	340	7221		

Reason for Adjustment:
Requesting extension of term agreement to reflect original term agreement with end date June 30, 2025, to contract CO 226214 at no cost to the district. Original contract Board approved October 14, 2021.

School/Dept.: Student Services Requested by: Dr. Imee Almazan

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

_____ Program Manager

_____ Purchasing Manager

Date Requested: 8/25/23 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.)

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COUNTY OF SANTA CLARA
SERVICE AGREEMENT

SECTION I: GENERAL INFORMATION

Contractor Name: (As Displayed in SAP)	Alum Rock Union School District
Purchase Order Number:	N/A
Agency/Department Name:	Social Services Agency - DFCS
Department Number:	0501
Brief Description of Services	Alum Rock Union School District will participate in the County's Differential Response Program by referring eligible students from identified Alum Rock Union School District campuses to avail of the services under the program. The program provides the safest, most appropriate, and least restrictive evidence-based interventions to prevent child abuse and/or neglect.

Board approved October 14, 2021

Maximum Financial Obligation

The maximum amount payable to this Contractor under this agreement shall not exceed: 0

Term of Agreement

Start Date: End Date: 06/30/2025

Note: When left blank, start date will be the date executed by Authorized County Representative.

For County Use Only

	Account Assignment	Plant Number	General Ledger (Expense Code)	Cost Center (Dept. Code)	Amount	WBS (Capital Project Code)	Internal Order ("PCA" code - optional)
Line 1	Select	n/a	n/a	n/a	0.00	n/a	n/a
Line 2	Select						
Line 3	Select						
Line 4	Select						
Line 5	Select						

DocuSign Envelope ID: 6DCB60EF-0188-4CE1-A0BF-2F1C622B214F

SECTION II: PARTIES TO AGREEMENT

Legal notices and invoices pertaining to this Agreement shall be sent to the appropriate contact person listed below, except as otherwise specifically provided for herein. Notices shall be in writing and served either by personal delivery or sent by certified or registered mail, postage prepaid, addressed as follows. Notice shall be deemed effective on the date that the notice is personally delivered or, if mailed, three (3) days after deposit in the mail. Either party may designate a different person and/or address for the receipt of notices by sending written notice to the other party, which shall not require an amendment to this Agreement.

CONTRACTOR

Contractor Name: (As Displayed in SAP)	Alum Rock Union School District				
Contact Person:	Ana Gonzalez				
Street Address*:	2930 Gay Ave				
City*:	San Jose	State:	CA	Zip:	95127
Telephone Number*:	(408) 928-6963				
Email Address*:	ana.gonzalez@arusd.org				
SCC Vendor Number: (As Assigned in SAP)	N/A				

*To be completed for Independent Contractors Only – DO NOT COMPLETE FOR DEPENDENT CONTRACTORS

COUNTY OF SANTA CLARA

Agency/Department:	Social Services Agency				
Program Manager/Contract Monitor Name:	Nancy Castro				
Street Address:	353 West Julian Street				
City:	San Jose	State:	CA	Zip:	95110
Telephone Number:	(669) 236-7117				
Fiscal Contact: (Accounts Payable Contact)	N/A				
Contract Preparer:	Nancy Tran				

DocuSign Envelope ID: 6DCB60EF-0188-4CE1-A0BF-2F1C622B214F
DocuSign Envelope ID: ECCAB8F4-875D-45BD-A033-2D1605A7B05D

COUNTY OF SANTA CLARA
SERVICE AGREEMENT

SECTION III: CONTRACT AUTHORIZATION

It is agreed between County and Contractor that Contractor will, for the compensation described in this Agreement, perform the work described in Section V in accordance with all terms and conditions of this Agreement including all exhibits and attachments. In addition, County and Contractor assert that the tax withholding status and benefit documentation (Section IV) accurately reflect the anticipated working relationship between County and Contractor. Further, Independent Contractors shall comply with the County's insurance and indemnification requirements. Contractor certifies that any applicable insurance waiver information (Section VII, B) is true and correct. This Agreement may be executed in one or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument.

SIGNATURES
Contract is not valid until signed by Contractor, County Counsel and County's Authorized Representative.

County Agency/Department Manager: DocuSigned by: 4CDB7CA027FC434 Date: 10/28/2021

County Agency/Department Fiscal Officer: Date:

County Counsel Approval as to Form and Legality: DocuSigned by: Laura Underwood 88CACE05FCE84FD Date: 8/31/2021

(Signature required on all contracts before execution by Contractor and County Authorized Representative)

Contractor: Date: 10/15/2021

County Authorized Representative: DocuSigned by: 21E905DBD1084D7 Date: 10/28/2021

(Procurement Department; President, Board of Supervisors; or Delegated Authority)

Office of the County Executive: Date:

(Signature required when Board approved contract by a delegation of authority)

Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.

Attest: Date:

Tiffany Lennear
Acting Clerk of the Board of Supervisors
(Signature required when Board approved contract)

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

12.09

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: August 28, 2023

Subject: **Application for Exemption from the Required Expenditures for Classroom Teachers' Salaries**

Staff Analysis: Pursuant of Education Code 41372, elementary school districts shall expend during each fiscal year at least 60% of the district's current expense of education for the payment of salaries of classroom teachers. For 2022-23 fiscal year, the District did not meet this requirement; therefore, is requesting from the County Superintendent of Schools an exemption. Per the attached MYP for Fiscal Year 2023-24 Adopted Budget, having to meet this requirement would result in a serious financial hardship to the District. This is a growing problem for many districts in the State as this law predates the requirements placed by LCFF to spend more on supplemental programs that may not be directly associated with teachers' salaries, thus making it difficult for districts to meet this requirement. As reported by School Services of CA, Inc., over 50% of elementary school districts in the State did not meet this requirement in fiscal year 2021-22.

Recommendation: Staff recommends that the Board of Trustees approve the application for exemption from the required expenditures for classroom teachers' salaries.

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

To the Board of Trustees:

Recommend Approval

12.09
Agenda Placement

Meeting: September 14, 2023
Regular Board Meeting

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

California Department of Education
Sample Form (Rev 11/2007)

Application for Exemption from the Required Expenditures for Classroom Teachers' Salaries

Pursuant to Education Code Section 41372

To: County Superintendent of Schools

For 2022-23 fiscal year, the Alum Rock Union Elementary School District did not spend the minimum percentage of its budget on classroom teacher salaries as required by *EC* Section 41372. We are requesting an exemption from this requirement as provided by law.

Reason for request (Check one):

__X___ Serious hardship to the school district
(Please attach a written explanation, the district's latest interim report, and a multiyear projection for the current and two subsequent fiscal years that reflects the financial impact of meeting the requirement of *EC* 41372.)

_____ Payment of classroom teacher salaries that are in excess of those paid by other comparable school districts
(Please attach a classroom teacher salary & benefits comparison for at least three other comparable school districts. The comparison should include annual classroom teacher salaries paid at the beginning, average, and maximum salary levels plus the average annual employer contributions for health & welfare benefits.)

_____ Deficiency is less than $1,000.00 (exemption is automatically approved)

A. Deficiency Amount
(Source: Form CEA)

1. Enter the minimum percentage for your district type. (60% Elementary/ 50% High School/ 55% Unified)	60.00%
2. Enter the percentage spent by your district.	55.41%
3. Percentage below the minimum. (Line 1 minus line 2)	4.59%
4. Enter the district's current expense of education (Form CEA)	$133,834,451.17
5. Deficiency Amount. (Line 3 times line 4)	$6,143,001.31

B. Certification of the School District Governing Board

It is hereby certified that the information contained in this application is true and correct.

Signature of Authorized Official	Title
Print Name of Authorized Official	Date

C. Decision of the County Superintendent of Schools
(Completed by the County Superintendent of Schools or Designee)

Based on my review of the information contained with this application, I have taken the following action with respect to the school district named on this application (Check one):

_____ I am granting the request for exemption from the requirements of *Education Code* Section 41372.

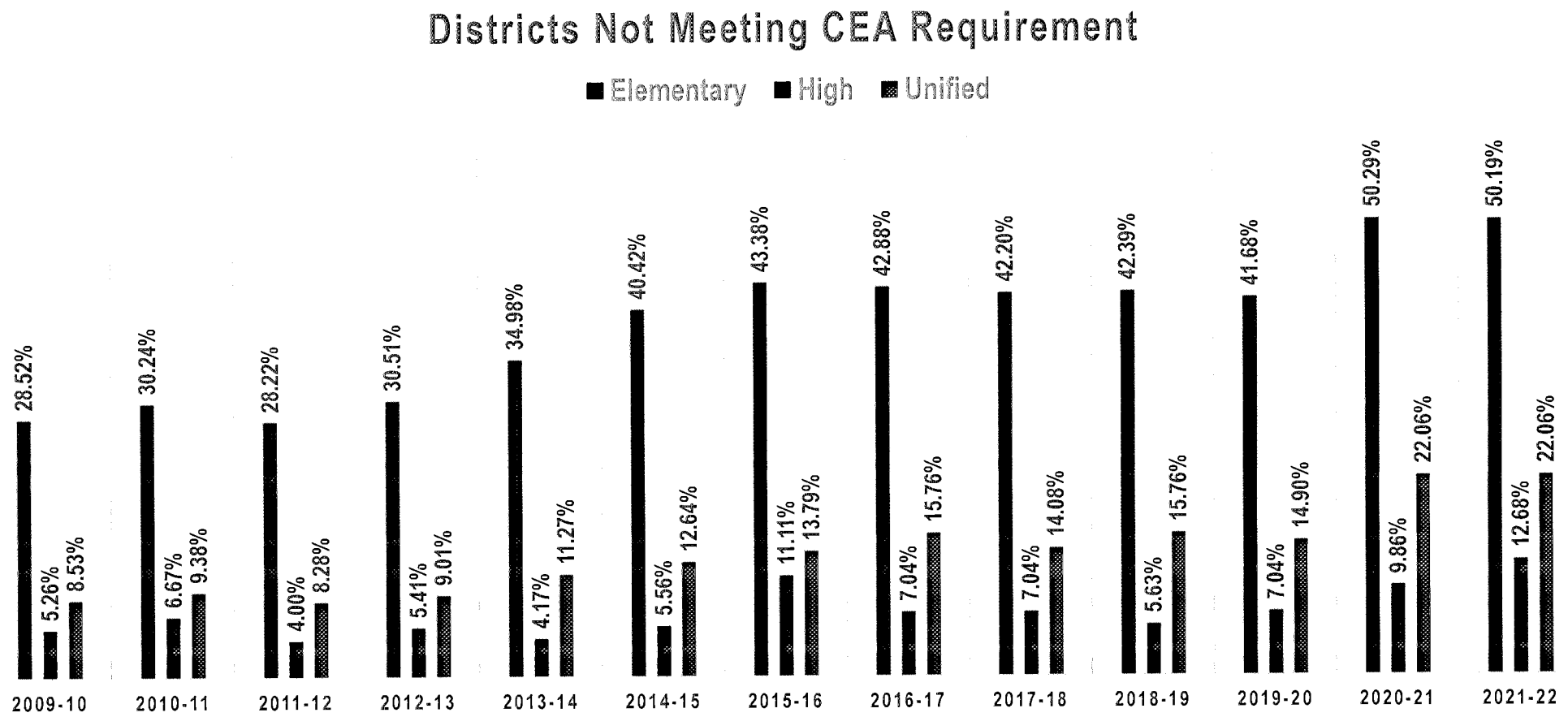
_____ I am granting a partial exemption from the requirements of *Education Code* Section 41372. The amount not exempted is $_____ (A written explanation of the reason(s) for approving a partial exemption is attached.)

_____ I am denying the request for exemption from the requirements of *Education Code* Section 41372. (A written explanation of the reason(s) for denying the exemption is attached.)

It is hereby certified that the information contained in this application has been reviewed and is true and correct.

Signature of County Superintendent	County Office/Date
Signature of Authorized Designee	Title of Authorized Designee/Date

Are Districts Able to Meet the CEA Requirement?



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Current Expense of Education Requirement

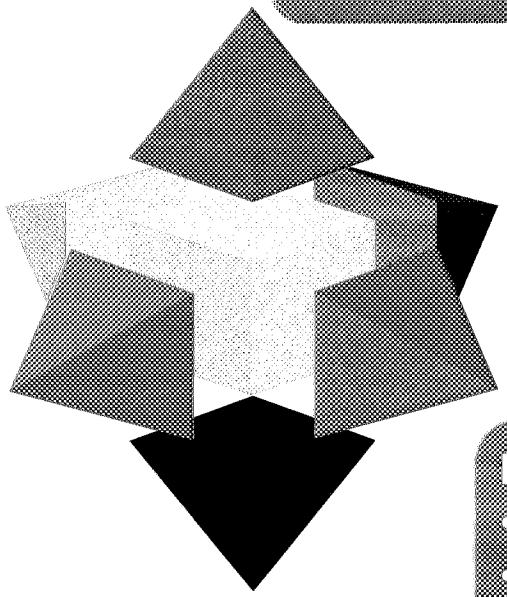
Included in the calculation:

Salaries and benefits of teachers and paraprofessionals paid out of the General Fund divided by total General Fund expenditures

Certain categorical programs and types of costs are excluded from the calculation.

Expenditures for food services, community services, nonagency activities, fringe benefits for retired persons, acquisition and construction of facilities

The calculation is a legal requirement (EC § 41372) used to determine the percentage of expenditures for the direct classroom cost of teaching students



Unrestricted revenues for LCFF and initiatives to support students beyond classroom instruction have made it difficult for districts to meet the requirements

Required percentages:

- Elementary District: 60%
- High School District: 50%
- Unified District: 55%

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FORM MYP

Multiyear Projections

Description	Object Codes	2023-24 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2024-25 Projection (C)	% Change (Cols. E-C/C) (D)	2025-26 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFF/Revenue Limit Sources	8010-8099	117,649,075.00	-2.63%	114,553,389.00	0.68%	115,331,821.00
2. Federal Revenues	8100-8299	0.00	0.00%	0.00	0.00%	0.00
3. Other State Revenues	8300-8599	1,883,659.00	-0.83%	1,868,044.00	-1.56%	1,838,898.00
4. Other Local Revenues	8600-8799	7,317,519.94	1.67%	7,439,445.00	1.47%	7,548,692.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%	0.00	0.00%	0.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	(32,685,712.81)	1.10%	(33,045,239.00)	1.74%	(33,621,797.00)
6. Total (Sum lines A1 thru A5c)		94,164,541.13	-3.56%	90,815,639.00	0.31%	91,097,614.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				44,185,834.30		47,241,778.67
b. Step & Column Adjustment				662,787.52		708,626.67
c. Cost-of-Living Adjustment						
d. Other Adjustments				2,393,156.85		(862,750.00)
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	44,185,834.30	6.92%	47,241,778.67	-0.33%	47,087,655.34
2. Classified Salaries						
a. Base Salaries				12,783,255.66		15,381,089.28
b. Step & Column Adjustment				255,665.12		307,621.78
c. Cost-of-Living Adjustment						
d. Other Adjustments				2,342,168.50		0.00
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	12,783,255.66	20.32%	15,381,089.28	2.00%	15,688,711.06
3. Employee Benefits	3000-3999	23,770,162.08	11.51%	26,505,194.00	0.48%	26,633,574.00
4. Books and Supplies	4000-4999	2,829,379.76	0.00%	2,829,380.00	0.00%	2,829,380.00
5. Services and Other Operating Expenditures	5000-5999	11,294,161.10	0.00%	11,294,161.00	0.00%	11,294,161.00
6. Capital Outlay	6000-6999	270,000.00	0.00%	270,000.00	0.00%	270,000.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	696,022.00	-95.69%	30,000.00	0.00%	30,000.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(4,020,090.01)	-12.75%	(3,507,454.00)	-0.43%	(3,492,538.00)
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%	0.00	0.00%	0.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments (Explain in Section F below)						
11. Total (Sum lines B1 thru B10)		91,808,724.89	8.97%	100,044,148.95	0.30%	100,340,943.40

Description	Object Codes	2023-24 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2024-25 Projection (C)	% Change (Cols. E-C/C) (D)	2025-26 Projection (E)
C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)		2,355,816.24		(9,228,509.95)		(9,243,329.40)
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 01, line F1e)		34,623,796.35		36,979,612.59		27,751,102.64
2. Ending Fund Balance (Sum lines C and D1)		36,979,612.59		27,751,102.64		18,507,773.24
3. Components of Ending Fund Balance						
a. Nonspendable	9710-9719	20,000.00		20,000.00		20,000.00
b. Restricted	9740					
c. Committed						
1. Stabilization Arrangements	9750	0.00				
2. Other Commitments	9760	22,000,000.00				
d. Assigned	9780	0.00				
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	4,906,049.50		4,857,408.00		4,866,112.00
2. Unassigned/Unappropriated	9790	10,053,563.09		22,873,694.64		13,621,661.24
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		36,979,612.59		27,751,102.64		18,507,773.24
E. AVAILABLE RESERVES						
1. General Fund						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	4,906,049.50		4,857,408.00		4,866,112.00
c. Unassigned/Unappropriated	9790	10,053,563.09		22,873,694.64		13,621,661.24
(Enter reserve projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted.)						
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated	9790					
3. Total Available Reserves (Sum lines E1a thru E2c)		14,959,612.59		27,731,102.64		18,487,773.24

F. ASSUMPTIONS

Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.

2024-25: B1d: This increase is due to a combination of a reduction of 10 teacher FTE and bringing back Principals that were being charged to one time ESSER III funds during 2023-24. 2024-25: B2d: This addition is due to bringing back Bus Drivers and school Administrative Assistants being charged to one time ESSER III funds during 2023-24. 2025-26: B1d: This reduction is due to a reduction of 10 teacher FTE.

Description	Object Codes	2023-24 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2024-25 Projection (C)	% Change (Cols. E-C/C) (D)	2025-26 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFF/Revenue Limit Sources	8010-8099	0.00	0.00%		0.00%	
2. Federal Revenues	8100-8299	5,449,443.00	-1.92%	5,345,077.00	-1.90%	5,243,751.00
3. Other State Revenues	8300-8599	23,319,697.00	-2.10%	22,830,302.00	-2.08%	22,355,161.00
4. Other Local Revenues	8600-8799	654,838.00	-0.92%	648,825.00	-1.04%	642,066.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%		0.00%	
b. Other Sources	8930-8979	0.00	0.00%		0.00%	
c. Contributions	8980-8999	32,685,712.81	1.10%	33,045,239.00	1.74%	33,621,797.00
6. Total (Sum lines A1 thru A5c)		62,109,690.81	-0.39%	61,869,443.00	-0.01%	61,862,775.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				17,269,654.00		14,048,646.49
b. Step & Column Adjustment				259,044.84		210,729.70
c. Cost-of-Living Adjustment						
d. Other Adjustments				(3,480,052.35)		0.00
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	17,269,654.00	-18.65%	14,048,646.49	1.50%	14,259,376.19
2. Classified Salaries						
a. Base Salaries				10,167,603.65		9,363,814.04
b. Step & Column Adjustment				202,552.07		187,276.30
c. Cost-of-Living Adjustment						
d. Other Adjustments				(1,006,341.68)		(25,184.27)
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	10,167,603.65	-7.91%	9,363,814.04	1.73%	9,525,906.07
3. Employee Benefits	3000-3999	18,442,050.83	-6.50%	17,244,080.00	1.27%	17,462,437.74
4. Books and Supplies	4000-4999	7,918,736.68	-37.11%	4,980,005.00	-3.42%	4,809,663.00
5. Services and Other Operating Expenditures	5000-5999	14,206,505.91	-8.32%	13,023,829.47	-3.17%	12,611,240.00
6. Capital Outlay	6000-6999	0.00	0.00%	0.00	0.00%	0.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	20,000.00	0.00%	20,000.00	0.00%	20,000.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	3,701,704.24	-13.85%	3,189,068.00	-0.47%	3,174,152.00
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%		0.00%	
b. Other Uses	7630-7699	0.00	0.00%		0.00%	
10. Other Adjustments (Explain in Section F below)						
11. Total (Sum lines B1 thru B10)		71,726,255.31	-13.74%	61,869,443.00	-0.01%	61,862,775.00
C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)		(9,616,564.50)		0.00		0.00

Description	Object Codes	2023-24 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2024-25 Projection (C)	% Change (Cols. E-C/C) (D)	2025-26 Projection (E)
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 01, line F1e)		9,616,564.11		(.39)		(.39)
2. Ending Fund Balance (Sum lines C and D1)		(.39)		(.39)		(.39)
3. Components of Ending Fund Balance						
a. Nonspendable	9710-9719	0.00				
b. Restricted	9740	0.00				
c. Committed						
1. Stabilization Arrangements	9750					
2. Other Commitments	9760					
d. Assigned	9780					
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789					
2. Unassigned/Unappropriated	9790	(.39)		(.39)		(.39)
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		(.39)		(.39)		(.39)
E. AVAILABLE RESERVES						
1. General Fund						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated	9790					
(Enter reserve projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted.)						
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated	9790					
3. Total Available Reserves (Sum lines E1a thru E2c)						

F. ASSUMPTIONS

Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.

2024-25: B1d: This reduction is a combination of the following: F06 Removal of Principals that are charged to one-time funding of ESSER III during 2023-24. 2024-25: B2d: For F05 there is a reduction in Sub & Overtime. For F06 There is a reduction of Bus Drivers currently charged to ESSER III that will be funded by Unrestricted General Fund starting in 2024-25 2025-26: B2d: For F06 there is a reduction of Paras due to one-time ELOG funding running out.

Description	Object Codes	2023-24 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2024-25 Projection (C)	% Change (Cols. E-C/C) (D)	2025-26 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFF/Revenue Limit Sources	8010-8099	117,649,075.00	-2.63%	114,553,389.00	0.68%	115,331,821.00
2. Federal Revenues	8100-8299	5,449,443.00	-1.92%	5,345,077.00	-1.90%	5,243,751.00
3. Other State Revenues	8300-8599	25,203,356.00	-2.00%	24,698,346.00	-2.04%	24,194,059.00
4. Other Local Revenues	8600-8799	7,972,357.94	1.45%	8,088,270.00	1.27%	8,190,758.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%	0.00	0.00%	0.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	0.00	0.00%	0.00	0.00%	0.00
6. Total (Sum lines A1 thru A5c)		156,274,231.94	-2.30%	152,685,082.00	0.18%	152,960,389.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				61,455,488.30		61,290,425.16
b. Step & Column Adjustment				921,832.36		919,356.37
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				(1,086,895.50)		(862,750.00)
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	61,455,488.30	-0.27%	61,290,425.16	0.09%	61,347,031.53
2. Classified Salaries						
a. Base Salaries				22,950,859.31		24,744,903.32
b. Step & Column Adjustment				458,217.19		494,898.08
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				1,335,826.82		(25,184.27)
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	22,950,859.31	7.82%	24,744,903.32	1.90%	25,214,617.13
3. Employee Benefits	3000-3999	42,212,212.91	3.64%	43,749,274.00	0.79%	44,096,011.74
4. Books and Supplies	4000-4999	10,748,116.44	-27.34%	7,809,385.00	-2.18%	7,639,043.00
5. Services and Other Operating Expenditures	5000-5999	25,500,667.01	-4.64%	24,317,990.47	-1.70%	23,905,401.00
6. Capital Outlay	6000-6999	270,000.00	0.00%	270,000.00	0.00%	270,000.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	716,022.00	-93.02%	50,000.00	0.00%	50,000.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(318,385.77)	0.00%	(318,386.00)	0.00%	(318,386.00)
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%	0.00	0.00%	0.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments				0.00		0.00
11. Total (Sum lines B1 thru B10)		163,534,980.20	-0.99%	161,913,591.95	0.18%	162,203,718.40
C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)		(7,260,748.26)		(9,228,509.95)		(9,243,329.40)

Description	Object Codes	2023-24 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2024-25 Projection (C)	% Change (Cols. E-C/C) (D)	2025-26 Projection (E)
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 01, line F1e)		44,240,360.46		36,979,612.20		27,751,102.25
2. Ending Fund Balance (Sum lines C and D1)		36,979,612.20		27,751,102.25		18,507,772.85
3. Components of Ending Fund Balance						
a. Nonspendable	9710-9719	20,000.00		20,000.00		20,000.00
b. Restricted	9740	0.00		0.00		0.00
c. Committed						
1. Stabilization Arrangements	9750	0.00		0.00		0.00
2. Other Commitments	9760	22,000,000.00		0.00		0.00
d. Assigned	9780	0.00		0.00		0.00
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	4,906,049.50		4,857,408.00		4,866,112.00
2. Unassigned/Unappropriated	9790	10,053,562.70		22,873,694.25		13,621,660.85
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		36,979,612.20		27,751,102.25		18,507,772.85
E. AVAILABLE RESERVES						
1. General Fund						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	4,906,049.50		4,857,408.00		4,866,112.00
c. Unassigned/Unappropriated	9790	10,053,563.09		22,873,694.64		13,621,661.24
d. Negative Restricted Ending Balances (Negative resources 2000-9999)	979Z	(1,614,329.20)		(.39)		(.39)
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	0.00		0.00		0.00
c. Unassigned/Unappropriated	9790	0.00		0.00		0.00
3. Total Available Reserves - by Amount (Sum lines E1a thru E2c)		13,345,283.39		27,731,102.25		18,487,772.85
4. Total Available Reserves - by Percent (Line E3 divided by Line F3c)		8.16%		17.13%		11.40%
F. RECOMMENDED RESERVES						
1. Special Education Pass-through Exclusions						
For districts that serve as the administrative unit (AU) of a special education local plan area (SELPA):						
a. Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members?	No					

Description	Object Codes	2023-24 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2024-25 Projection (C)	% Change (Cols. E-C/C) (D)	2025-26 Projection (E)
b. If you are the SELPA AU and are excluding special education pass-through funds:						
1. Enter the name(s) of the SELPA(s):						
2. Special education pass-through funds (Column A: Fund 10, resources 3300-3499, 6500-6540 and 6546, objects 7211-7213 and 7221-7223; enter projections for subsequent years 1 and 2 in Columns C and E)		0.00		0.00		0.00
2. District ADA						
Used to determine the reserve standard percentage level on line F3d (Col. A: Form A, Estimated P-2 ADA column, Lines A4 and C4; enter projections)		7,179.00		6,921.00		6,661.00
3. Calculating the Reserves						
a. Expenditures and Other Financing Uses (Line B11)		163,534,980.20		161,913,591.95		162,203,718.40
b. Plus: Special Education Pass-through Funds (Line F1b2, if Line F1a is No)		0.00		0.00		0.00
c. Total Expenditures and Other Financing Uses (Line F3a plus line F3b)		163,534,980.20		161,913,591.95		162,203,718.40
d. Reserve Standard Percentage Level (Refer to Form 01CS, Criterion 10 for calculation details)		3.00%		3.00%		3.00%
e. Reserve Standard - By Percent (Line F3c times F3d)		4,906,049.41		4,857,407.76		4,866,111.55
f. Reserve Standard - By Amount (Refer to Form 01CS, Criterion 10 for calculation details)		0.00		0.00		0.00
g. Reserve Standard (Greater of Line F3e or F3f)		4,906,049.41		4,857,407.76		4,866,111.55
h. Available Reserves (Line E3) Meet Reserve Standard (Line F3g)		YES		YES		YES

PART I - CURRENT EXPENSE FORMULA	Total Expense for Year (1)	EDP No.	Reductions (See Note 1) (2)	EDP No.	Current Expense of Education (Col 1 - Col 2) (3)	EDP No.	Reductions (Extracted) (See Note 2) (4a)	Reductions (Overrides)* (See Note 2) (4b)	EDP No.	Current Expense- Part II (Col 3 - Col 4) (5)	EDP No.
1000 - Certificated Salaries	60,453,846.06	301	0.00	303	60,453,846.06	305	790,878.66	4,282,858.84	307	56,170,987.22	309
2000 - Classified Salaries	21,402,292.30	311	37,431.33	313	21,364,860.97	315	2,426,292.93	3,760,100.45	317	17,604,760.52	319
3000 - Employee Benefits	39,186,774.78	321	8,719.23	323	39,178,055.55	325	1,582,877.44	3,697,752.07	327	35,480,303.48	329
4000 - Books, Supplies Equip Replace. (6500)	4,625,058.77	331	65,422.89	333	4,559,635.88	335	1,229,903.66	1,395,066.01	337	3,164,569.87	339
5000 - Services. . . & 7300 - Indirect Costs	26,560,891.57	341	30,709.49	343	26,530,182.08	345	3,797,781.06	5,116,352.00	347	21,413,830.08	349
				TOTAL	152,086,580.54	365			TOTAL	133,834,451.17	369

Note 1 - In Column 2, report expenditures for the following programs: Nonagency (Goals 7100-7199), Community Services (Goal 8100), Food Services (Function 3700), Fringe Benefits for Retired Persons (Objects 3701-3702), and Facilities Acquisition & Construction (Function 8500).

Note 2 - In Column 4, report expenditures for: Transportation (Function 3600), Lottery Expenditures (Resource 1100), Special Education Students in Nonpublic Schools (Function 1180), and other federal or state categorical aid in which funds were granted for expenditures in a program not incurring any teacher salary expenditures or requiring disbursement of the funds without regard to the requirements of EC Section 41372.

* If an amount (even zero) is entered in any row of Column 4b or in Line 13b, the form uses only the values in Column 4b and Line 13b rather than the values in Column 4a and Line 13a.

PART II: MINIMUM CLASSROOM COMPENSATION (Instruction, Functions 1000-1999)	Object		EDP No.
1. Teacher Salaries as Per EC 41011	1100	47,117,611.64	375
2. Salaries of Instructional Aides Per EC 41011	2100	3,227,284.62	380
3. STRS	3101 & 3102	12,166,318.06	382
4. PERS	3201 & 3202	1,385,996.40	383
5. OASDI - Regular, Medicare and Alternative	3301 & 3302	1,082,975.18	384
6. Health & Welfare Benefits (EC 41372) (Include Health, Dental, Vision, Pharmaceutical, and Annuity Plans)	3401 & 3402	7,393,346.83	385
7. Unemployment Insurance	3501 & 3502	248,419.83	390
8. Workers' Compensation Insurance	3601 & 3602	1,537,932.15	392
9. OPEB, Active Employees (EC 41372)	3751 & 3752	0.00	
10. Other Benefits (EC 22310)	3901 & 3902	0.00	393

11. SUBTOTAL Salaries and Benefits (Sum Lines 1 - 10)	74,159,884.71	395
12. Less: Teacher and Instructional Aide Salaries and Benefits deducted in Column 2	0.00	
13a. Less: Teacher and Instructional Aide Salaries and Benefits (other than Lottery) deducted in Column 4a (Extracted)	2,807.34	396
b. Less: Teacher and Instructional Aide Salaries and Benefits (other than Lottery) deducted in Column 4b (Overrides)*	0.00	396
14. TOTAL SALARIES AND BENEFITS	74,159,884.71	397
15. Percent of Current Cost of Education Expended for Classroom Compensation (EDP 397 divided by EDP 369) Line 15 must equal or exceed 60% for elementary, 55% for unified and 50% for high school districts to avoid penalty under provisions of EC 41372	55.41%	
16. District is exempt from EC 41372 because it meets the provisions of EC 41374. (If exempt, enter 'X')		

PART III: DEFICIENCY AMOUNT

A deficiency amount (Line 5) is only applicable to districts not meeting the minimum classroom compensation percentage required under EC 41372 and not exempt under the provisions of EC 41374.

1. Minimum percentage required (60% elementary, 55% unified, 50% high)	60.00%
2. Percentage spent by this district (Part II, Line 15)	55.41%
3. Percentage below the minimum (Part III, Line 1 minus Line 2)	4.59%
4. District's Current Expense of Education after reductions in columns 4a or 4b (Part I, EDP 369)	133,834,451.17
5. Deficiency Amount (Part III, Line 3 times Line 4)	6,143,001.31

PART IV: Explanation for adjustments entered in Part I, Column 4b (required)

For column 4b, we reduced amounts for the following resources: 3212, 3213,3216,3217,3218,3219,4127,6762,7028,7029,7032,7422, and 7426 that had not already been deducted based on the criteria in column 4a.

12.10

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

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

Subject: **Resolution No. 08-23/24**
Hispanic Heritage Month
September 15 – October 15, 2023

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

Recommendation: Staff recommends approval of Resolution No. 08-23/24, Hispanic Heritage Month, as submitted.

Submitted by: Yeny Rosales Title: Coordinator, ELD & DLI Academic Services

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

To the Board of Trustees: Meeting: September 14, 2023
Regular Board Meeting

Recommend Approval

12.10
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Resolution No. 08-23/24
HISPANIC HERITAGE MONTH
SEPTEMBER 15-OCTOBER 15, 2023

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Alum Rock Union School District joins with all other educational agencies, governmental bodies, and community organizations in proclaiming and designating September 15 to October 15,2023, *Hispanic Heritage Month,* and encourages all educational communities to observe this month with appropriate instructional activities.

PASSED AND ADOPTED this 14th day of September,2023, at a regular meeting by the following vote:

Ayes_____ Noes_____ Absent_____ Abstain_____

Board of Trustees:

Minh Pham, President _____

Corina Herrera-Loera, Vice-President _____

Andrés Quintero, Clerk _____

Andrea Flores Shelton, Member _____

Linda Chavez, Member _____

I HEREBY CERTIFY that the foregoing resolution was duly and regularly introduced, passed, and adopted by the members of the Board of Trustees of the Alum Rock Union Elementary School District at a public meeting of said Board held on September 14, 2023.

_____ _____

Hilaria Bauer, Ph.D., Superintendent Date

12.11

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: August 23, 2023

Subject: **Resolution No. 09-23/24**
Character Education Month
October, 2023

Staff Analysis: The State Superintendent of Public Instruction and the State Board of Education encourage California's local education agencies to promote effective character education programs by taking a proactive and comprehensive approach that encourages responsible, ethical, civic-minded behavior in all phases of school life. Local school boards are encouraged to observe the month of October, 2023, as Character Education Month.

Recommendation: Staff recommends proclaiming October, 2023, as Character Education Month.

Submitted by: Katie Wyatt Title: Coordinator, EDI

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

To the Board of Trustees: Meeting: September 14, 2023
Regular Board Meeting

Recommend Approval

12.11
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Resolution No. 09-23/24
PROCLAIMING OCTOBER, 2023
"CHARACTER EDUCATION MONTH"

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

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

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

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

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

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

RESOLVED, the State Superintendent of Public Instruction and the State Board of Education, join in proclaiming and observing the month of October, 2023, as CHARACTER EDUCATION MONTH, and be it further

RESOLVED, the State Superintendent of Public Instruction and the State Board of Education encourage California's local education agencies to promote effective character education programs by taking a proactive and comprehensive approach that encourages responsible, ethical, civic-minded behavior in all phases of school life. Local school boards are encouraged to observe the month of October, 2023, as Character Education Month.

PASSED AND ADOPTED this 14th day of September, 2023, at a regular meeting by the following vote:

Ayes_____ Noes_____ Absent_____ Abstain_____

Board of Trustees:

Minh Pham, President _____

Corina Herrera-Loera, Vice-President _____

Andrés Quintero, Clerk _____

Andrea Flores Shelton, Member _____

Linda Chavez, Member _____

I HEREBY CERTIFY that the foregoing resolution was duly and regularly introduced, passed, and adopted by the members of the Board of Trustees of the Alum Rock Union Elementary School District at a public meeting of said Board held on September 14, 2023.

_____ _____

Hilaria Bauer, Ph.D., Superintendent Date

12.12

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

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

Subject: **Resolution No. 10-23/24**
Digital Citizenship Week
October 16 – 20, 2023

Staff Analysis: The Week of October 16 through 20, 2023, has been designated as "Digital Citizenship Week," to directly support the utmost important safety in students' lives as they engage in their progressive twenty-first century learning in Alum Rock.

Recommendation: Staff recommends approval of Resolution No. 10-23/24, Digital Citizenship Week, as submitted.

Submitted by: Christine Salloom Title: Administrator, Academic Services

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

To the Board of Trustees: Meeting: September 14, 2023
Regular Board Meeting

Recommend Approval

12.12
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Resolution No. 10-23/24
PROCLAIMING OCTOBER 16-20, 2023
"DIGITAL CITIZENSHIP WEEK"

WHEREAS, the California Department of Education encourages recognition of the week October 16-20, 2023 as Digital Citizenship Week: and

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED that the week of October 16-20th, 2023, be proclaimed the "Digital Citizenship Week," to directly support the utmost important safety in students' lives as they engage in their progressive twenty-first century education in Alum Rock.

PASSED AND ADOPTED this 14th day of September, 2023, by the Board of Trustees of the Alum Rock Union School District, County of Santa Clara, State of California.

Ayes_____ Noes_____ Absent_____ Abstain_____

Board of Trustees:

Minh Pham, President _____

Corina Herrera-Loera, Vice-President _____

Andrés Quintero, Clerk _____

Andrea Flores Shelton, Member _____

Linda Chavez, Member _____

I HEREBY CERTIFY that the foregoing resolution was duly and regularly introduced, passed, and adopted by the members of the Board of Trustees of the Alum Rock Union Elementary School District at a public meeting of said Board held on September 14, 2023.

_____ _____

Hilaria Bauer, Ph.D., Superintendent Date

12.13

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

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

Subject: **Resolution No. 11-23/24**
Week of the School Administrator
October 8 – 14, 2023

Staff Analysis: The week of October 8 through October 14, 2023, has been designated as the "Week of the School Administrator" to commend the administrators of California public schools for their support and contributions to the quality of public education in this state.

Recommendation: Staff recommends approval of Resolution No. 11-23/24, Week of the School Administrator, as submitted.

Submitted by: Dr. Tara Bickford Title: Director, Academic Services

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

To the Board of Trustees: Meeting: September 14, 2023
Regular Board Meeting

Recommend Approval

12.13
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Resolution No. 11-23/24
PROCLAIMING OCTOBER 8-14, AS THE
"WEEK OF THE SCHOOL ADMINISTRATOR"

WHEREAS, the week of October 8 through October 14, 2023, has been designated as the "Week of the School Administrator," and

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the week of October 8-14, 2023, be proclaimed the "Week of the School Administrator", in honor of the many outstanding administrative teams in California's public-school districts; and

PASSED AND ADOPTED this 14th day of September, 2023, by the Board of Trustees of the Alum Rock Union School District, County of Santa Clara, State of California.

Ayes_____ Noes_____ Absent_____ Abstain_____

Board of Trustees:

Minh Pham, President _____

Corina Herrera-Loera, Vice-President _____

Andrés Quintero, Clerk _____

Andrea Flores Shelton, Member _____

Linda Chavez, Member _____

I HEREBY CERTIFY that the foregoing resolution was duly and regularly introduced, passed, and adopted by the members of the Board of Trustees of the Alum Rock Union Elementary School District at a public meeting of said Board held on September 14, 2023.

_____ _____

Hilaria Bauer, Ph.D., Superintendent Date

12.14

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: August 23, 2023

Subject: **Resolution No. 12-23/24**
Creating a College Culture

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

Recommendation: Staff recommends approval of Resolution No. 12-23/24, Creating a College Culture, as submitted.

Submitted by: Christine Salloom Title: Administrator, Academic Services

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

To the Board of Trustees: Meeting: September 14, 2023
Regular Board Meeting

Recommend Approval

12.14
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Resolution No. 12-23/24
CREATING A COLLEGE CULTURE IN THE ALUM ROCK SCHOOL DISTRICT
OCTOBER 2023

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

WHEREAS, according to the Alum Rock Union School District Board of Trustees, the parent and community goal for 2023-2024 is to focus on the development and strengthening of a system for increasing parent support of District schools and involvement in student learning; and

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

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

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

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

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

PASSED AND ADOPTED this 14th day of September, 2023, by the Board of Trustees of the Alum Rock Union School District, County of Santa Clara, State of California.

Ayes_____ Noes_____ Absent_____ Abstain_____

Board of Trustees:

Minh Pham, President _____

Corina Herrera-Loera, Vice-President _____

Andrés Quintero, Clerk _____

Andrea Flores Shelton, Member _____

Linda Chavez, Member _____

I HEREBY CERTIFY that the foregoing resolution was duly and regularly introduced, passed, and adopted by the members of the Board of Trustees of the Alum Rock Union Elementary School District at a public meeting of said Board held on September 14, 2023.

_____ _____

Hilaria Bauer, Ph.D., Superintendent Date

12.15

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Board of Trustees:

Subject: **Resolution # 13-23/24 Inventory Disposal**

Staff Analysis:
Authorize the sale, donation, and/or disposal of surplus property under the direction of the Procurement Manager, Assistant Superintendent of Business Services and/or Superintendent.

Recommendation:
Staff recommends approval of the sale, donation and/or disposal, of surplus property listed on the attached sheet dated September 14, 2023.

Prepared by: Maria J. Martinez M.M. Title: Procurement Manager

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

To the Board of Trustees: Meeting: September 14, 2023

Recommend Approval

12.15

Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
OF
SANTA CLARA COUNTY, STATE OF CALIFORNIA

RESOLUTION # 13-23/24
SALE, DONATION - AND/OR DISPOSAL OF SURPLUS PROPERTY

WHEREAS, Education Code 39520 authorizes the sale for cash of any property belonging to the District if the property is not required for school purposes, or it should be disposed for the purpose of replacement, or it is unsatisfactory or not suitable for school use.

WHEREAS, Education Code 39520 and 39521 provides procedures to implement such a sale, public or private, conducted by staff;

WHEREAS, Education Code 39521 provides for donations to charitable organizations or disposal if property is of insufficient value to defray costs of arranging a sale;

NOW, THEREFORE, BE IT RESOLVED, that this Board does hereby authorize such a sale, donation, and/or disposal of surplus property, under the direction of the Procurement Manager, Assistant Superintendent of Business Services, and /or Superintendent.

PASSED AND ADOPTED this 14th day of September, 2023, by the Board of Trustees of the Alum Rock Union Elementary School District, County of Santa Clara, and State of California.

Ayes_____ Noes_____ Absent_____ Abstain_____

Board of Trustees:

Minh Pham, Board President _____

Corina Herrera-Loera, Board Vice President _____

Andrés Quintero, Board Clerk _____

Andrea Flores Shelton, Board Member _____

Linda Chávez, Board Member _____

I HEREBY CERTIFY that the foregoing resolution was duly and regularly introduced, passed, and adopted by the members of the Board of Trustees of the Alum Rock Union Elementary School District at a public meeting of said Board held on September 14, 2023.

_____
Hilaria Bauer, Ph.D., Superintendent

CNS SURPLUS EQUIPMENT AND FUNITURE DISPOSAL
Date: September 14, 2023
Resolution No. 13-23/24

DESCRIPTION	ARD No.	SERIAL No.
FREEZER, REACH-IN, 3 DOORS, SIS FRONT MODEL G31310, TRAULSEN	1001609	T08752J15
FREEZER, REACH-IN, 1 SECTION, 1/2 DOOR, TRAULSEN MODEL G12000	19003589	T157042B11

12.16

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: Approve/Ratify Notices of Employment and Changes of Status/September 14, 2023.

Staff Analysis: This item includes recommendations such as new hires, leaves of absences or other changes in employment status.

Recommendation: District Administration is recommending that the Board of Trustees approve the hiring of any new employee, approval of waivers, and other change of status for existing employees.

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

To the Board of Trustees:
Approval

12.16
Agenda Placement

Meeting: September 14, 2023
Regular Board Meeting

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

CLASSIFIED PERSONNEL – September 14, 2023

CLASSIFIED OFFERS OF EMPLOYMENT:

I.	**New Employee:**		
	1. Guevara, Dina H	Reader Assistant/Hubbard	08/07/2023
	2. Rodriguez Valentin, Andrea	Health Assistant/Painter	08/14/2023
	3. Rositas, Elaine	Community Liaison 9.5mo/Adelante II	08/28/2023
	4. Veloz, Maria A	School Office Assistant/San Antonio	08/14/2023
II.	**Rehire:**		
	1. Gomez, Maria C	Campus Paraeducator/Adelante I	08/27/2023
III.	**Change of Status:**		
	1. Alfaro, Cindy Selene	Bus Driver/Transportation	08/08/2023
	2. Alvarez, Jorge	Bus Driver/Transportation	08/08/2023
	3. Carlos, Lisabet	Paraeducator 9.5 & Campus Paraeducator	08/16/2023
	4. Cervantes, Marta	Bus Driver/Transportation	08/08/2023
	5. DeManriquez, Elizabeth C	Bus Driver/Transportation	08/08/2023
	6. Dominguez, Jacqueline	Bus Driver/Transportation	08/08/2023
	7. Garcia, Hector	Bus Driver/Transportation	08/08/2023
	8. Medina, Consuelo	Bus Driver/Transportation	08/08/2023
	9. Nguyen, Nam V	Bus Driver/Transportation	08/08/2023
	10. Phan, Sandy	Bus Driver/Transportation	08/08/2023
	11. Solis, Rubi	Administrative Assistant/Student Services	08/09/2023
	12. Vedagiri, Radha M	Paraeducator Special Education I & Campus Paraeducator/Dorsa	08/16/2023
	13. Villacrusis, Maria V	Campus Paraeducator & School Office Assistant/ Hubbard	08/15/2023
IV.	**Substitute Personnel:**		
	1. Arredondo, Annette	Substitute Paraeducator	06/01/2023
	2. Castaneda, Gracie	Substitute Clerical	08/01/2023
	3. Gonzalez Ortiz, Amada	Substitute Clerical	07/01/2023
	4. Jaime Tellez, Isalia	Substitute Paraeducator	08/18/2023
	5. Mariscal Lopez, Laura	Substitute Child Nutrition	08/18/2023
	6. Mercado, Ana	Substitute Child Nutrition	08/21/2023
	7. Nguyen Do, Nam	Substitute Paraeducator	07/01/2023
	8. Sanchez, Alma	Substitute Clerical	08/22/2023
	9. Truong, Linh My	Substitute Child Nutrition	08/17/2023
	10. Valencia Romero, Maria G	Substitute Paraeducator	08/01/2023
	11. Valencia, Maria	Substitute Paraeducator	08/01/2023

V. Contracted Employees:

1.	Allen, Susan E	Student Data Support	08/11/23-06/06/24
2.	Cervantes, Rogelio	Mariachi Instructor/Music Department	08/11/23-06/30/24
3.	Flores, Zari L	ELPAC Tester/Academic Services	09/15/23-06/30/24
4.	Hernandez, Tiffany	ELPAC Tester/Academic Services	09/15/23-06/30/24
5.	Jumanan, Gemma B	ELPAC Tester/Academic Services	09/15/23-06/30/24
6.	Krishnamurthy, Vidya	ELPAC Tester/Academic Services	09/15/23-06/30/24
7.	Macias, Ryan	Instructor AR Jazz Program/Music Department	09/15/23-06/30/24
8.	Martinez, Nataly	ELPAC Tester/Academic Services	09/15/23-06/30/24
9.	Ramos, Juan Manuel	Mariachi Director/Music Department	08/11/23-06/30/24
10.	Ramos, Zaida	Artistic/Music Director-Mariachi/Music Department	08/11/23-06/30/24
11.	Sanchez, Clayton	Instructor AR Jazz Program/Music Department	09/15/23-06/30/24

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT-
HUMAN RESOURCES DEPARTMENT
MEETING OF THE BOARD OF TRUSTEES
September 14, 2023

CERTIFICATED OFFER OF EMPLOYMENT:

I. **New Hires:**

1.	Aguayo, Araceli	Teacher, 3rd Grade/Aptitud Comm at Goss	08/17/2023
2.	Aguirre, Reina	Teacher, Science/Renaissance Academy II	08/09/2023
3.	Arriaga, Gema	Teacher, TK/Chavez Elementary	08/09/2023
4.	Bablo, Benita	Counselor, Spec Ed/Ocala STEAM Academy	08/09/2023
5.	Bautista, Angelica M	Teacher, 4th Grade/Aptitud Comm at Goss	08/09/2023
6.	Beaver, Sydney	Teacher, 4th Grade/Dorsa Elementary	08/09/2023
7.	Chaffin, Jessica	Teacher, 5th Grade/Meyer Elementary	08/09/2023
8.	Cheng, Shua-Hua	Teacher, Music/V.A.P.A., P.E. & Sports Prog.	08/09/2023
9.	Chisler, Dave	Teacher, Music/V.A.P.A., P.E. & Sports Prog.	08/09/2023
10.	Cordani, TONNI	Teacher, RSP/Aptitud Comm at Goss	08/18/2023
11.	Deck, Caroline	Teacher, RSP/Dorsa Elementary	08/09/2023
12.	DiPiazza, Josh	Teacher, Social Studies/Renaissance Academy II	08/09/2023
13.	Dominguez, Hannah	Teacher, Bil Spanish/Adelante Academy I	08/11/2023
14.	Duran, Cynthia	Teacher, RSP/George Middle School	08/09/2023
15.	Duran, Dominic	Teacher, P.E./Renaissance Academy I	08/09/2023
16.	Dutta, Srimonti	Teacher, 4/5 Combo/Lyndale Elementary	08/09/2023
17.	Floreindo, Ian-Carl	Teacher, Music/V.A.P.A., P.E. & Sports Prog.	08/09/2023
18.	Goodwin, Lindsay	Teacher, 4th Grade/Ryan Elementary	08/11/2023
19.	Harman, Gandhu	Teacher, SDC/McCollam Elementary	08/11/2023
20.	Huynh, Van	Teacher, K Viet/Painter Elementary	08/09/2023
21.	Ireland, Erika J	Teacher, RSP/Sheppard Middle School	08/09/2023
22.	Joyce, Kelly	Teacher, 3rd Grade/Cassell Elementary	08/09/2023
23.	Kamura, Melissa	Teacher, SDC/Ryan Elementary	08/09/2023
24.	Lam, Dustin	Speech Therapist/Special Education Dept.	08/11/2023
25.	Leal-Perez, Maria	Teacher, 5th Grade/Dorsa Elementary	08/28/2023
26.	Lo, Kristina	Teacher, 2nd Grade/Cureton Elementary	08/09/2023
27.	Lopez, Selena	Teacher, 3rd Grade/Hubbard Media Arts Academy	08/11/2023
28.	Lourenco, Christian	Teacher, Social Studies/Renaissance Academy II	08/11/2023
29.	Lu, Rachel	Teacher, SDC/Dorsa Elementary	08/09/2023
30.	Mai, Tina	Teacher, 1/2 Combo/Painter Elementary	08/09/2023
31.	Matsumoto, James	Teacher, Social Studies/Sheppard Middle School	08/09/2023
32.	Office, Kalena	Teacher, RSP/Renaissance Academy I	08/09/2023
33.	Ortega, Daina	Teacher, 5th Grade/San Antonio Elementary	08/09/2023
34.	Ortega, Angel	Teacher, Music/V.A.P.A., P.E. & Sports Prog.	08/09/2023
35.	Paulson, Marian	Teacher, Music/V.A.P.A., P.E. & Sports Prog.	08/09/2023
36.	Pinck, Elliott	Teacher, 5th Grade/Linda Vista Elementary	08/09/2023
37.	Poe, Bryant	Teacher, Core/George Middle School	08/11/2023
38.	Quintero, America	Teacher, Core/George Middle School	08/09/2023
39.	Quintero, Hailey	Counselor, K-5/S.E.L. Department	08/11/2023
40.	Ramirez, Maria	Psychologist/Preschool Assessment Center	08/09/2023
41.	Ramirez, Leticia	Teacher, 4th Grade/Russo/McEntee Academy	08/09/2023
42.	Red, Anabelle	Teacher, SDC/Cassell Elementary	08/09/2023

43.	Richardson, Keri	Speech Therapist/Special Education Dept.	08/11/2023
44.	Rodriguez Salcedo, Alexis	Teacher, P.E./George Middle School	08/09/2023
45.	Stamper, Keith	Teacher, P.E./Renaissance Academy II	08/11/2023
46.	Tejada, Ana	Teacher, 2nd Grade/Hubbard Media Arts Academy	08/09/2023
47.	Unwin, Julie	Teacher, SDC/Special Education Dept.	08/09/2023
48.	Urata, Andrew	Teacher, 1st Grade/San Antonio Elementary	08/09/2023
49.	Ventura, Rosa Icela	Teacher, TK/Chavez Elementary	08/09/2023
50.	Victorio, Skylar	Teacher, Science/Renaissance Academy I	08/09/2023
51.	Ybarra, Elsie	Psychologist/Special Education Dept.	08/09/2023
52.	Yu, Joceline	Teacher, Language Arts/Renaissance Academy I	08/09/2023
53.	Zadig, Yoali	Counselor, K-5/S.E.L. Department	08/11/2023

II. Short-Term Student Counselor Services Agreement

1.	Alvarado, Anthony	08/11/2023-06/30/2024

III. New Hire-Substitute Teacher:

1.	Siegfried, Margaret	08/01/2023
2.	Miller, Michael	08/16/2023
3.	Agarwal, Etika	08/01/2023
4.	Pham, Dang	08/07/2023
5.	Vu, Nhu	08/15/2023
6.	Tran, Phuong	08/18/2023
7.	Nguyen, Tristan	06/01/2023
8.	Dunbar, Rebecca	08/07/2023
9.	Lewis, Maria	08/01/2023

IV. Substitute Residential Teacher Contracts:

1.	Castaneda, Marcela	08/23/2023-09/29/2023
2.	Faines, Anna	08/15/2023-09/29/2023
3.	Fenstermaker, Andrew	08/15/2023-10/31/2023
4.	Landin, Tania	08/15/2023-10/31/2023
5.	Morquecho, Leticia	08/11/2023-10/31/2023
6.	Perez, Irving	08/15/2023-10/31/2023
7.	Saavedra, Noe	09/18/2023-10/31/2023

CERTIFICATED CHANGES OF STATUS:

V. Provisional Internship Permit:

1.	Rosales, Paulina	Lang Arts/Art	08/11/2023
2.	Domingo, Tiffany	Teacher, Elementary	08/11/2023

VI. Initial Variable Term Credential Waiver:

1.	Arreola, Luis	Administrative Services Credentialing Program
2.	Jimenez, Suyen	Administrative Services Credentialing Program
3.	Michel, Rene	Administrative Services Credentialing Program
4.	White, Kelsey	Administrative Services Credentialing Program

VII. 39-ReEmployment List:

1.	Bhullar, Swaran	Social Studies/George Middle School	09/12/2023

VIII. Rehired from Temporary Contract Effective 008/11/2023:

1.	Derby, Madelaine	Renaissance Academy I	Probationary I

2.	Dhami, Harmeet	Renaissance Academy I	Probationary 0
3.	Domingo, Tiffany	Cassell Elementary	Probationary
4.	Edwards, Amanda	Renaissance Academy I	Probationary 0
5.	Gutierrez, Jaime	Adelante Academy II	Probationary
6.	Perez, Celia	George Middle School	Probationary I
7.	Romero, Arianna	Cureton Elementary	Probationary 0
8.	Sachdeva, Natasha	Linda Vista Elementary	Probationary I
9.	Sanchez, Sarah	Hubbard Elementary	Probationary II
10.	Souto, Andrea	Painter Elementary	Temporary

IX. Probationary and Probationary 0 Change of Status Effective 008/11/2023:

1.	Arnison, Ellen	Adelante Academy I	Permanent
2.	Garimella, Sai Kalyani	Cureton Elementary	Probationary II
3.	Hawkins, Zane	Sheppard Middle School	Probationary 0
4.	Hernandez-Rivera, Nerelyn	Adelante Academy I	Probationary II
5.	Hill, Claire	Renaissance Academy II	Probationary 0
6.	Lawson, William	S.E.L. Department	Probationary II
7.	Lefcowitz, Nathan	Renaissance Academy I	Probationary II
8.	Martinez, Jessica	Renaissance Academy II	Permanent
9.	Orejel Gutierrez, Yaritza	Adelante Academy II	Probationary II
10.	Orozco, Melissa	Lyndale Elementary	Probationary II
11.	Palomo Ramirez, Mariela	S.E.L. Department	Permanent
12.	Rojas, Raul	Ryan Elementary	Probationary II
13.	Rosales, Ulises	S.E.L. Department	Probationary I
14.	Sepulveda-Navarro, Jessica	S.E.L. Department	Permanent
15.	Solis-Barraza, Luvia	Renaissance Academy I	Permanent
16.	Stephenson, Kelsey	Renaissance Academy I	Probationary I
17.	Walker, Kristin	S.E.L. Department	Permanent
18.	Yunus, Rahma	Cassell Elementary	Probationary I

X. Probationary I Status to Probationary II Status Effective 008/11/2023:

1.	Avdic, Tifa	Ocala STEAM Academy	Probationary II
2.	Bravo, Mary	Renaissance Academy I	Probationary II
3.	Carder, Michael	Sheppard Middle School	Probationary II
4.	Colon, Noel	Renaissance Academy II	Probationary II
5.	Dela Cruz, Alixe	Student Services Dept.	Probationary II
6.	Dibble, Steven	Sheppard Middle School	Probationary II
7.	Gutierrez, Viviana	Adelante Academy I	Probationary II
8.	Howard, Matthew	Aptitud Academy	Probationary II
9.	Kandic, Olivera	Renaissance Academy II	Probationary II
10.	Le, Vanessa	Special Education Dept.	Probationary II
11.	McCombs, Karen	Aptitud Academy	Probationary II
12.	Molina Lopez, Valentin	Adelante Academy II	Probationary II
13.	Paredes III, Rafael	Special Education Dept.	Probationary II
14.	Phan, Christopher	VAPA, P.E. & Sports Program	Probationary II
15.	Rios, Bryan	Aptitud Academy	Probationary II
16.	Rivero Garcia, Sara	Adelante Academy II	Probationary II
17.	San Juan, Guadalupe	Adelante Academy I	Probationary II
18.	Shelton, Sabreena	Renaissance Academy II	Probationary II
19.	Timmins, Jennifer	Academic Services Dept.	Probationary II
20.	Trejo, Cynthia	Adelante Academy II	Probationary II
21.	Vittalbabu, Chandrasheka	Special Education Dept.	Probationary II

22. Wong, Cassandra	Special Education Dept.	Probationary II

XI. Probationary II Status to Permanent Status Effective 08/11/2023:

1. Ambuan, Arnel	Renaissance Academy II	Permanent
2. Arellano, Monica	Meyer Elementary	Permanent
3. Baltazar, Nanette	Special Education Dept.	Permanent
4. Cahue, Cristian	Renaissance Academy II	Permanent
5. Chou, Irene	Special Education Dept.	Permanent
6. Contreras Serna, Jose	Adelante Academy I	Permanent
7. Gutierrez, Francisco	S.E.L. Department	Permanent
8. Hodges, Dean	Dorsa Elementary	Permanent
9. Johnson-Nurnberg, Dieterich	Special Education Dept.	Permanent
10. Krepelka, Laura	McCollam Elementary	Permanent
11. Kshirsagar, Shrisharada	Lyndale Elementary	Permanent
12. Lozano, Nancy	Special Education Dept.	Permanent
13. Nguyen, Steven Truon	Special Education Dept.	Permanent
14. Orejel Gutierrez, Josefina	AdelanteAcademy II	Permanent
15. Ravishanker, Uma	Linda Vista Elementary	Permanent
16. Rivera, Lionela	Special Education Dept.	Permanent
17. Rocha, Kimberley	S.E.L. Department	Permanent
18. Saporito, Jacquie	Renaissance Academy I	Permanent
19. Singh, Satvinder	Linda Vista Elementary	Permanent

XII. New Hire Change of Status Temporary to Probationary I Effective 2023/24 School Year:

1. Aguirre, Reina	Renaissance Academy II
2. Arriaga, Gema	Chavez Elementary
3. Chisler, Dave	V.A.P.A., P.E. & Sports Program
4. Joyce, Kelly	Cassell Elementary
5. Lo, Kristina	Cureton Elementary
6. Matsumoto, James	Sheppard Middle School
7. Poe, Bryant	George Middle School
8. Stamper, Keith	Renaissance Academy II
9. Urata, Andrew	San Antonio Elementary
10. Yu, Joceline	Renaissance Academy I

XIII. Ed Code Assignment EC §44831- 2023/2024 School year:

1. Chan, Sarah	Speech Therapist/Special Education Department
2. Schongut-Hendel, Graciela	Speech Therapist/Special Education Department

Under the provisions of this statute, the governing board of a school district or a county office of education may contract or employ an individual to provide speech and language services if the individual has verified the following: 1) master's degree in communicative disorders, 2) valid license issued by the Speech-Language Pathology and Audiology Board, 3) passage of the California Basic Educational Skills Test (CBEST), and 4) the criminal record summary pursuant to EC.

12.17

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: Current Enrollment.

Information Only

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

To the Board of Trustees: Meeting: September 14, 2023

Information Only Regular Board Meeting

12.17

Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Master Enrollment

as of Aug 25, 2023 4:00:21 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	4	19	58	54	53	60	56	60	48	51	33	**496**	0	496	4	500
Adelante 2 K-8	4	14	46	42	47	48	42	42	31	16	17	**349**	0	349	5	354
Aptitud K-8	2	14	28	30	43	45	44	54	50	52	45	**407**	7	414	4	418
Cassell ES	3	17	23	33	42	42	38	39	0	0	0	**237**	14	251	1	252
Chavez ES	6	12	23	0	0	0	0	0	0	0	0	**41**	0	41	15	56
Cureton ES	0	9	27	36	39	40	36	50	0	0	0	**237**	21	258	5	263
Dorsa ES	2	17	28	35	43	47	49	43	0	0	0	**264**	22	286	0	286
Hubbard K-8	1	16	40	39	44	48	48	44	64	51	54	**449**	0	449	8	457
Linda Vista ES	5	14	57	67	70	76	63	77	0	0	0	**429**	21	450	17	467
LUCHA ES	3	10	23	28	42	41	51	38	0	0	0	**236**	0	236	1	237
Lyndale ES	4	14	27	54	45	46	34	41	0	0	0	**265**	17	282	17	299
McCollam ES	6	19	53	52	52	56	66	54	0	0	0	**358**	34	392	3	395
Meyer ES	7	7	32	31	38	29	46	48	0	0	0	**238**	22	260	11	271
Painter ES	3	22	54	44	54	53	46	38	0	0	0	**314**	0	314	6	320
Russo McEntee ES	4	14	43	44	40	47	49	48	0	0	0	**289**	27	316	0	316
Ryan ES	3	17	35	26	42	44	51	37	0	0	0	**255**	14	269	4	273
San Antonio ES	8	8	35	60	46	48	69	71	0	0	0	**345**	9	354	2	356
George MS	0	0	0	0	0	0	0	0	109	139	120	**368**	0	368	0	368
Ocala MS	0	0	0	0	0	0	0	0	137	129	127	**393**	11	404	0	404
Renaissance 1 MS	0	0	0	0	0	0	0	0	115	109	126	**350**	16	366	0	366
Renaissance 2 MS	0	0	0	0	0	0	0	0	97	98	112	**307**	6	313	0	313
Sheppard MS	0	0	0	0	0	0	0	0	149	147	161	**457**	7	464	0	464
	65	**243**	**632**	**675**	**740**	**770**	**788**	**784**	**800**	**792**	**795**	**7084**	**248**	**7332**	**103**	**7435**