ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

BOARD OF TRUSTEES

Regular Board Meeting
November 9, 2023

Thursday, November 9, 2023
REGULAR BOARD MEETING AMENDED AGENDA

Type: REGULAR BOARD MEETING AMENDED AGENDA
Time: 5:30 p.m.
Code: Regular #09-23/24

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/83707796671
Webinar ID: 837 0779 6671
Or One tap mobile:
+16699006833, 83707796671# US (San Jose)

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

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

1. OPEN SESSION - CALL TO ORDER AND ROLL CALL

1.01 CALL TO ORDER/ ROLL CALL/LAND ACKNOWLEDGMENT- Board of Trustees of the Alum Rock Union Elementary School District does hereby acknowledge that the District schools and facilities sit on the traditional lands of the Muwekma Ohlone people, and the Board of Trustees further acknowledges with respect and reverence the Muwekma Ohlone People Tribe of the San Francisco Bay Area for their stewardship of these lands;/ PLEDGE OF ALLEGIANCE -- PRESIDENT MINH PHAM.

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limited to, an announcement that an agenda item will be considered out of order, that consideration of an item has been withdrawn, postponed, rescheduled or removed from the Consent Calendar for separate discussion and possible action.

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

2. PUBLIC MEMBERS WHO WISH TO ADDRESS THE BOARD

2.01 PUBLIC MEMBERS WHO WISH TO ADDRESS THE BOARD ON MATTERS NOT ON THE AGENDA: REQUESTS TO ADDRESS THE BOARD provides members of the public an opportunity to speak about any matter under the jurisdiction of the District but not on this agenda. (If the subject you wish to discuss is already on this agenda, please provide your comment when that item is called during the meeting.) Those who wish to speak on a within the jurisdiction of The Brown Act prevents the Board from discussing any item not on this published agenda but the

Board may refer to staff for follow-up any formal written requests that are brought before the Board at this time. There is a limit of 2 minutes for each speaker. The Board has the right to limit total public comment on any agenda item to no more than 20 minutes. Written matters may be placed on a future meeting agenda.

3. Special Presentation--Discussion, consideration and action

3.01 The Importance of Bicycle Safety (Information Only).

3.02 Presentation on Resolution No. 20-23/24 "Ruby Bridges Walk to School Day" November 14, 2023.

3.03 Presentation from the family of Pedro Perales (Former Superintendent).

4. COMMENTS AND COMMUNICATION

4.01 Teamsters.

4.02 California School Employee's Association (CSEA).

4.03 Alum Rock Educator's Association (AREA).

4.04 Alum Rock Administrator's Association (ARAA).

4.05 Superintendent.

4.06 Board of Trustees/Communications/Comments.

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

5.01 Approval of Superintendent’s 7.1 % salary increase and 2% One-Time Off-Schedule Payment effective July 1, 2023.

5.02 Approve Superintendent's contract.

5.03 RFP Affordable Housing Developers (Information Only.)

6. BONDS -- 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.)

6.01 Approve Approve Construction Services for Project 07 Locker Room Installation at Fischer Middle School.

6.02 Approval of Architectural Design Services for #B2324-Bonds03 Sanitary Sewer Line Repair & Replacement.

6.03 Approve Construction Services for B2324-Bonds06 Portable sitework at Aptitud and Adelante Academy’s.

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 Learning Communities for School Success Program Award - Apportionment Amount 2023-2026 (Information Only).

7.03 Approve California State Preschool Program (CSPP) Continued Funding Application for Fiscal Year 2024—2025.

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

8.01 Resignations (Informational Only).

8.02 Certificated Substitute Pay Rates Effective November 9, 2023.

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

9.01 Approve Contract with After School Music Academy for the 2023-2024 SY. This contract will provide an enrichment program including Music, Martial Arts and Hip Hop Dance to George MS, Ocala MS, Renaissance at Fischer, Renaissance at Mathson, and Sheppard MS for a total of 20 weeks. Submitted by: State and Federal, $178,500.00 dollars.

9.02 Approve Contract with Assessment Resources, Inc. for the 2023-2024 SY. This contract will provide psycho-educational evaluations for students requiring initial or triennial evaluations at several sites within ARUSD. Submitted by: Special Education, $150,000.00 dollars.

10. 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.)

10.01 Approve Contract Extension with Pine Hill School for the 2023-2024 SY. This contract extension will provide individualized instruction & behavior support services to students with autism or severely behavioral disorders. Due to the severity of students' disability, a nonpublic school placement is required. Submitted by: Special Education; original approved amount of $55,056.00, requested increase of $56,412.00 for a total contract amount of $111,468.00 dollars.

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

11.01 Approve Board Meeting Minutes for the following dates: September 7, 2023, Special Board Meeting, September 14, 2023, Regular Board Meeting and October 12, 2023, Regular Board Meeting.

11.02 Approve Acceptance of Donations.

11.03 Approve Fundraising Activities.

11.04 Approve Acceptance of Vendor & Payroll Warrants.

11.05 Approve Bond Contracts/Extensions.

11.06 Approve/Ratify Notices of Employment and Changes of Status/November 9, 2023.

11.07 Approve Memorandum(s) of Understanding.

11.08 Approve Contracts for Professional Services - Firms/Organizations.

11.09 Approve Out of State Travel, Future of Educational Technology Conference Orlando, Florida January 23-26, 2024.

11.10 Approve Resolution No. 19-23/24 PROCLAIMING NOVEMBER, 2023 "NATIONAL FAMILY LITERACY MONTH".

11.11 Approve Resolution No. 20-23/24 "Ruby Bridges Walk to School Day".

11.12 Current Enrollment (Information Only).

12. CLOSED SESSION

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

12.02 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.

12.03 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.

12.04 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. 2023040779.

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

13. RECONVENE TO OPEN SESSION

13.01 REPORT OF ACTION TAKEN IN CLOSED SESSION.

14. FUTURE BOARD AGENDA REQUESTS

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

15. ADJOURNMENT

15.01 President adjourns the meeting.

16. NEXT MEETING(S)

16.01 December 14, 2023 (2023-24 School Year).

3.01

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

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

Subject: **The Importance of Bicycle Safety**

Staff Analysis: The Board will get an update on the bike safety efforts in our district.

Recommendation: Information Only

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

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

To the Board of Trustees:

Meeting: November 09, 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: _____

The Importance of

Bicycle Safety

ALUM ROCK UNION SCHOOL DISTRICT
STUDENT SERVICES DEPARTMENT
OCTOBER 12, 2023

Agenda

01 **THE WHY**

02 **SAFETY RULES**

03 **BOARD POLICIES & REGULATIONS**

04 **SCHOOLS & BIKE SAFETY**



01

THE WHY



BIKE SAFETY

- FOLLOWING BASIC BICYCLE SAFETY RULES HELPS REDUCE DEATHS AND INJURIES ON THE ROAD.
- PROPER HEAD PROTECTION CAN PREVENT SERIOUS INJURY

THE MOST IMPORTANT EQUIPMENT NEEDED FOR A SAFE BIKE RIDE IS A HELMET.

Source:
National Highway Traffic Safety Administration. (2021). Bicycle Safety.
https://www.nhtsa.gov/road-safety/bicycle-safety#:~:text=NHTSA%27s%20bicycle%20safety%20initiatives%20focus,must%20follow%20the%20same%20rules.



02

Safety Rules

BICYCLE COMMUTING AND SAFETY

- Wear a bicycle helmet. It is the law for persons under 18 years of age.
- Ride with the traffic flow and in a straight line.
- Stop at stop signs and red lights.
- Use a light, reflectors and reflective clothing during darkness.
- Wear bright clothing during the daytime.
- Keep a safe distance from parked cars.
- Use proper hand signals when turning, stopping or changing lanes.
- Use extra caution when it is raining, and allow extra time to stop.
- Walk your bike when using a crosswalk.
- Do not wear headphones on both ears while riding.
- Keep your bike properly maintained so it is safe.
- Use hand signals.
- Watch for cars at cross streets and driveways.
- Obey all traffic signals.
- Use lights at night.
- Keep your bike in good condition.

Source:
Caltrans. (2023). Bicycle Commuting and Safety.
https://dot.ca.gov/programs/local-assistance/fed-and-state-programs/bike-program/bicycle-commuting-and-safety



03

Board Policies & Regulations

BOARD POLICIES AND REGULATIONS

Board Regulation (5142)	Safety
Board Regulation & Policy(5142.2)	Safe Routes to School Program

ARUSD Student/Parent Information Handbook, 2023-2024

11.5 Bicycle/Skateboard Control (pg.50)
Bicycles must be:

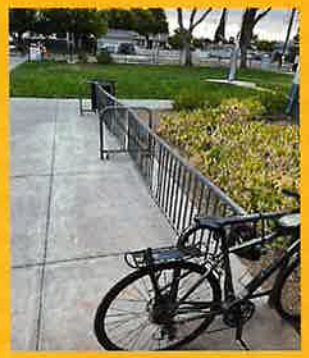
- Ridden only off campus.
- Walked on campus.
- Parked in designated bicycle parking area only.
- Students who ride bicycles to and from school will consistently wear helmets, observe safety laws and rules,
and display courtesy toward other riders and pedestrians.
- Schools are not responsible for lost or stolen bicycles.

04

Schools and Bike Safety



Schools and Bike Safety



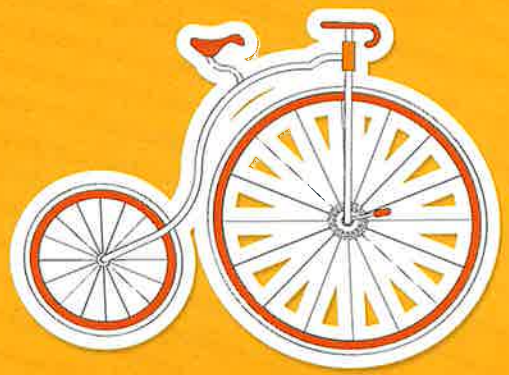
- Bike racks accessible
- Alternative spaces available for bike and helmet storage as needed
- Helmets are required (Refer to BP/AR and ARUSD Student & Parent Handbook)
- Students walk bikes on campus
- Crossing guards at some schools assist pedestrians and cyclists cross safely



The Students' Perspective

Renaissance at Fischer_2023 Student Biking Survey

Sheppard_2023 Student Biking Survey



THANK YOU

Alum Rock Union School District
Student Services Department
www.arusd.org



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3.02

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: November 1, 2023

Subject: **Presentation on Resolution No. 20-23/24** "Ruby Bridges Walk to School Day" November 14, 2023

*****PRESENTATON ONLY*****

Submitted by: Tara Bickford TB Title: Director, Academic Services

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

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

PRESENTATION
3.02
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

3.03

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: Presentation from the family of Pedro Perales (Former Superintendent).

Information Only

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

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

Information Only Regular Board Meeting

3.03

Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: Seconded by:

Approved: Not Approved: Tabled:

5.01

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: Approval of Superintendent's 7.1 % salary increase and 2% One-Time Off-Schedule Payment effective July 1, 2023.

Approval

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

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

Approval Regular Board Meeting

5.01

Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: Seconded by:

Approved: Not Approved: Tabled:

5.02

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: Approve Superintendent's Contract.

Approval

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

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

Approval Regular Board Meeting

5.02

Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

EMPLOYMENT AGREEMENT BETWEEN
ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
AND
DR. HILARIA BAUER

This Employment Agreement ("Agreement") is entered into between the Alum Rock Union Elementary School District ("District") through its Board of Trustees ("Board"), and Dr. Hilaria Bauer ("Bauer" or "Superintendent").

WHEREAS, the District and Bauer entered into that certain "Employment Agreement Between Alum Rock Union Elementary School District And Dr. Hilaria Bauer" dated as of December 17, 2019 (the "2019 Agreement"), pursuant to which Bauer is employed in the position of Superintendent of the Alum Rock Union Elementary School District upon the terms and conditions described therein;

WHEREAS, the District desires to continue to employ Bauer in the position of Superintendent, and Bauer desires to continue to be employed by the District as Superintendent upon the terms and conditions herein;

WHEREAS, the Board and Superintendent believe that a written employment contract is necessary to describe the terms of their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the education program of the District; and

WHEREAS, the management of the District's affairs requires the full-time professional energy and attention of the Superintendent.

NOW THEREFORE, in consideration of the provisions and mutual promises contained herein and as herein specified, the District and Superintendent agree to the following:

1. TERM OF AGREEMENT: Subject to the terms and conditions set forth herein including but not limited to the Board's right to terminate this Agreement in accordance with Section 11 herein, the District hereby employs Bauer as Superintendent for a term commencing effective as of July 1, 2023, and ending June 30, 2027.

   This Agreement shall supersede all previous contracts or other entitlement to District employment, including but not limited to the 2019 Agreement which is hereby terminated upon the Board's ratification of this Agreement.

2. DUTIES AND RESPONSIBILITIES:

2.1. Superintendent is hereby employed as District Superintendent, shall serve as Chief Executive Officer of the Board pursuant to Section 35035 of the California Education Code, and shall perform the duties of Superintendent as prescribed by the laws of the State of California, including but not limited to those duties described in Education Code Section 35035, and in any job description, Board Policy, or Administrative Regulation that the Board may adopt from time to time governing the responsibilities of the Superintendent. The Superintendent shall be responsible for the preparation and timely submission to the Board, at the time the Board may direct, the local control and accountability plan of the District for the subsequent school year, and revise and take other action in connection with the local control and accountability plan as the Board may desire, and ensure that the local control and accountability plan is implemented. The Superintendent shall also assume responsibility to the Board for those duties specified in Education Code Section 35250. The Superintendent shall be present at and attend all public meetings of the Board (closed and open session, unless otherwise directed by the Board) and such other District meetings and events and functions as directed by the Board or Board committee chairpersons.

2.2. All powers and duties which may lawfully be delegated to the Superintendent are to be performed and executed by the Superintendent in accordance with the policies adopted by the Board and subject to those powers specifically vested in the Board by the California Education Code.

2.3. The Superintendent shall be the Chief Executive Officer of the District during the term hereof. As such, the Superintendent shall be subject to the terms herein, have the primary responsibility for performing all acts, services and things necessary to manage and conduct the business of the District and for implementing and executing Board policy as established in the policies adopted by the Board (as they may be modified or amended from time to time) which may include, but which shall not be limited to, the policy governance model, if such model is adopted by the Board. The Board shall retain the ultimate responsibility for formulating and adopting said policy.

2.4. As Chief Executive Officer of the District, Superintendent's duties shall include but not be limited to: (1) reviewing all policies considered or adopted by the Board and shall make appropriate recommendations to the Board; (2) periodically evaluating or causing to be evaluated all District employees; (3) advising the Board regarding sources of funds that might be available to implement present or contemplated District programs; (4) establishing and maintaining positive community, staff, and Board relations; (5) serving as liaison to the Board with respect to all matters of employer-employee relations at the direction of the Board, and making recommendations to the Board concerning those matters; (6) recommending District goals and objectives to the Board; (7) performing other duties as assigned by the Board.

2.5. The Superintendent shall be responsible for the District achieving objectives

set and adopted by the Board on an on-going basis. The Board may modify such objectives from time to time through Board action and shall communicate any such modifications to the Superintendent in writing. Superintendent and the Board understand and agree that the Board is vested with ultimate power and authority over decisions affecting the District, and the Board relies upon the Superintendent to manage the District's day-to-day operations. Under this managerial framework, and as may be permitted by the Education Code and Board Policy, the management of the District's daily operations should be optimally conducted by the Superintendent, consistent with Board's policies and directives and without the need for daily Board involvement in these operations.

2.6. The Superintendent shall have the additional responsibility for organizing, reorganizing and overseeing the administrative and supervisory staff. The Superintendent shall have responsibility in all personnel matters, including selection, assignment and transfer of employees, provided that all personnel hiring, termination, assignments and re-assignments are subject to the approval of the Board. In addition, the Superintendent shall not award or grant to any District employee any bonus, salary, or benefit increase, or off schedule increase or bonus of any kind without the prior approval of the Board.

2.7. The Superintendent shall, taking into account the employment termination dates of all Assistant Superintendents and any other District administrators with an employment contract in excess of one year, provide written notice to the Board of the Board's obligation to notify these individuals of non-renewal of such person's employment contract at least sixty (60) days prior to the deadline of such notice.

2.8. Superintendent shall devote her full time and efforts to the performance of her duties and responsibilities as Superintendent in a diligent and efficient manner; Superintendent understands and agrees that the position and duties of Superintendent herein require her to be present at District sites and performing District functions each workday during business hours (except in the case of illness or other necessary or unforeseen absences), and to be reasonably available, accessible and responsive to Board members at all times and on all days, including District non-workdays.

2.9. The Superintendent may undertake consulting, speaking engagements, writing, lecturing, or other professional duties and obligations provided that:

i. Prior to the Superintendent's engagement in outside activities, the Superintendent inform the Board in writing of the nature, and compensation, of the outside activity;

ii. Prior to the Superintendent's engagement in outside activities, the Board, through the Board President, approve, in writing, of the Superintendent's participation in the outside activity;

iii. Such outside activities do not interfere, or conflict, with the Superintendent's performance of her duties under this Agreement; and

iv. Such outside activities do not violate the District's conflict of interest code or other applicable conflict of interest provisions under common, state or federal law.

2.10. The Superintendent shall immediately notify in writing each member of the Board if she accepts an invitation for an interview for other full-time employment elsewhere.

2.11. Superintendent shall obtain and maintain in good standing at all times all licenses, credentials, certificates, permits and approvals of whatever nature that are legally required to fulfill Superintendent's obligations as the Superintendent of the District.

2.12. The Superintendent shall dutifully perform such other or lesser tasks as may be determined by the Board in its own discretion.

3. SALARY:

3.1. BASE SALARY: The Superintendent's annual salary hereunder shall be Two Hundred Fifty-Three Thousand Seven Hundred and Fifty Three Dollars and Twenty one cents ($253,750.21), which shall be paid in twelve (12) monthly payments on the last working day of each calendar month during the term of this Agreement. Any partial month shall be prorated based on a thirty-day month. The Board reserves the right to increase Superintendent's annual salary during the term of the Agreement.

3.2 2% One-Time Off -Schedule payment in the amount of $5,075.00.

3.3. MASTER'S DEGREE STIPEND: The Superintendent shall receive a Master's Stipend of One Thousand Nine Hundred Twenty-Five Dollars ($1,925.00) per year as an addition to the base salary, which shall be paid on a monthly prorated basis.

3.4. DOCTORAL STIPEND: The Superintendent shall receive a Doctoral Stipend of Two Thousand Dollars ($2,000.00) per year as an addition to the base salary, which shall be paid on a monthly prorated basis.

4. BENEFITS:

4.1. FRINGE BENEFITS: In addition to the Superintendent's base annual salary above, the Superintendent shall also be provided with the same fringe benefits, including but not limited to health, dental and vision coverage, that are granted to the District's certificated management personnel as may be amended, changed or modified by approval or resolution of the Board for such administrative team members.

4.2. PROFESSIONAL CONFERENCES: The Superintendent may attend professional conferences, seminars and meetings at local, state and national levels as may be authorized by the Board. The reasonable expenses of attendance at such approved events shall be paid by the District in accordance with Board Policies and Administrative Regulations.

4.2.1. In addition to any other expense reimbursement authorized pursuant to the terms and conditions of this Agreement, the District agrees to pay Superintendent's annual professional membership dues for the Association of California School Administrators (ACSA) and for the California Association of Latino Superintendents and Administrators. The District shall pay for Superintendent's membership in other appropriate professional groups that are substantially related to the duties and responsibilities of the Superintendent, as approved by the Board.

4.3. EXPENSES: The District shall reimburse Superintendent for all reasonable, actual and necessary out-of-pocket expenses incurred by Superintendent in the performance of her duties hereunder; provided that Superintendent shall present all such expenses for Board approval, with supporting receipts and evidence of payment. All expenses submitted by Superintendent for reimbursement or payment shall comply with District's Policies and Administrative Regulations regarding reimbursable and other expenses.

4.4. CELL PHONE: The Superintendent shall be issued a District cell phone for use in connection with District's official business.

4.5. AUTOMOBILE ALLOWANCE: The Superintendent requires the use of an automobile in order to fulfill her duties and responsibilities hereunder. Superintendent shall be granted a monthly allowance in the amount of Six Hundred Dollars ($600.00) for automobile expenses, including but not limited to auto insurance and mileage in connection with District business. Superintendent shall submit to District annually proof of paid insurance coverage. Superintendent shall not be entitled to any additional reimbursement from the District for any additional automobile expenses for travel in connection with District business within 75 miles of the District Office located at 2930 Gay Ave, San Jose, California. Any automobile-related expenses in connection with travel farther than 75 miles from the District

Office (including but not limited to mileage), shall be subject to the appropriate District Policies and Regulations.

5. WORK YEAR; VACATION, HOLIDAYS AND SICK LEAVE: The Superintendent shall be required to render twelve (12) months of full regular service to the District during each school year (July 1 – June 30) included within the term of this Agreement which shall include no less than two hundred and twenty (220) paid service work days annually depending on the then-current District work year. The Superintendent shall not be entitled to overtime or added or extra compensation for days worked in excess of the minimum 220 paid service days. For purposes of this Section 5, Superintendent's non-duty days are those days not including paid annual service days and any paid holidays afforded to management employees pursuant to the District's annual Classified/Certificated Management Holiday calendar. All non-duty days must be scheduled and entered by the Superintendent into the District calendar in use at the beginning of each instructional year and no later than July 15, and all non-duty days entered by Superintendent shall be communicated by Superintendent to the Board in writing no later than August 15 each year. The Superintendent shall report to the Board in writing on a monthly basis the Superintendent's use of sick leave and non-duty days, and modifications to the Superintendent's scheduled non-duty days. Superintendent shall not schedule more than five (5) consecutive non-duty days during the instructional year, or more than five (5) non-duty days in any calendar month during the instructional year, except in the case of emergency or with the prior written approval of the Board President. The Superintendent shall not be entitled to vacation or other paid time off, except that: (1) Superintendent shall be entitled to all paid holidays afforded to management employees pursuant to the District's annual Classified/Certificated Management Holiday calendar, and (2) Superintendent shall accrue sick leave days at the rate of one day of sick leave per month worked. Superintendent's use of sick leave days shall be in accordance with the policies applied to the District's other senior management employees. Superintendent shall not be entitled to any buy-out or pay-out of unused sick leave days at the expiration or earlier termination of this Agreement.

6. PROFESSIONAL GROWTH: The District encourages the Superintendent to endeavor to continue her professional growth by all available means including attendance at professional meetings at the local, state and national level, seminars and courses offered by public or private institutions, and informal meetings with other persons whose particular skills or backgrounds would serve to improve the capacity and skills of the Superintendent to perform her professional duties. The Superintendent shall request permission from the Board for her attendance at out of county meetings and periodically report to the Board her appraisal of the meetings.

   6.1. The Superintendent shall provide the District with a record of her participation in any professional growth activities held outside Santa Clara County and a copy of receipts for the costs involved.

   6.2. The Superintendent shall be reimbursed according to the procedures and

parameters set forth in the District's Policies and Administrative Regulations for necessary expenses incurred for those activities described in Section 4.3. Such expenses shall be subject to Board approval and listed as a separate action item on an open session Board meeting agenda.

7. PROFESSIONAL LIABILITY:

7.1. In accordance with Government Codes sections 825 and 995, the District agrees that it shall defend, hold harmless and indemnify the Superintendent from any civil demands, civil claims, civil actions, civil suits, or civil legal proceedings brought against the Superintendent for any incident arising out of the course and scope of her employment, provided, however, that if the District is providing the defense for the Superintendent on a matter which the Board deems in the best interest of the District to settle, the Superintendent agrees to assume full responsibility for the cost of her own defense should she further pursue or defend the matter.

7.2. The provisions of Section 7.1 shall not apply to any action brought against the Superintendent for a breach of, or dispute arising out of this Agreement, by either party, any willful and wanton conduct or gross negligence giving rise to civil or criminal liability, or any willful violation of federal, state, county, or local laws or regulations.

8. GOALS AND OBJECTIVES: In or around May of each school year, the parties will meet to establish: (1) Performance objectives for the next succeeding school year, and (2) A written evaluation format for the next succeeding school year based upon developed performance objectives. These performance objectives shall be reduced to writing and shall be based on the duties and responsibilities set forth in this Agreement, and any other designated criteria.

9. REPORTING AND EVALUATION:

9.1. To assist the Superintendent in her performance, members of the Board, individually and collectively, will endeavor to promptly convey to the Superintendent all criticism, complaints and suggestions called to the Board's attention.

9.2. No later than August 31 of each year this Agreement is in effect, the Board shall evaluate the performance of Superintendent in writing according to the format mutually agreed to by Superintendent and the Board. The Board will consider a salary increase for the Superintendent in conjunction with the Superintendent's annual evaluation.

9.3. In addition to Superintendent's annual evaluations, the Board may evaluate Superintendent's performance at any other time it deems necessary. Such evaluation shall evaluate the performance of Superintendent in writing according to the agreed upon evaluation format.

9.4. In the event the Board determines the performance of Superintendent is less than satisfactory in any respect, it shall describe, in writing and in reasonable detail, the less than satisfactory performance indicating specific instances where appropriate. The evaluation shall include recommendations as to areas of improvement in all instances where the Board deems performance to be less than satisfactory and all other instances where the Board deems such to be necessary or appropriate. A copy of the written evaluation shall be delivered to Superintendent and Superintendent shall have the right to make a written response to the evaluation, which shall become a permanent attachment to the evaluation in Superintendent's personnel file.

10. REPRESENTATION AND WARRANTIES OF SUPERINTENDENT:

Superintendent represents and warrants that she has the full authority and right to enter into this Agreement without creating liability against herself and/or the District or to any persons or entity not a party to this Agreement.

11. TERMINATION OF EMPLOYMENT:

11.1. TERMINATION BY MUTUAL CONSENT, RETIREMENT, RESIGNATION, DEATH, DISABILITY AND INCAPACITY:

This Agreement may be terminated, during the term of the Agreement by the mutual agreement of the parties, or by the retirement, resignation, death or permanent disability of Superintendent which renders her incapable of performing her duties hereunder. Disability of Superintendent is defined in Section 11.5 below. Except in the case of resignation or retirement due to disability or incapacity, Superintendent shall provide District at least 60 days prior written notice to the Board of her intention to retire or resign from her position as Superintendent. In the event Superintendent fails to provide such notice, the District shall be entitled to terminate this Agreement at will and without cause and Superintendent shall forfeit and waive any right to receive any right to receive any severance in accordance with Section 11.4, "Unilateral Termination" below.

11.2. TERMINATION FOR CAUSE:

11.2.1. The District reserves the right to unilaterally terminate this Agreement and all of Superintendent's employment rights and entitlements with the District effective immediately in any position, for cause and without Superintendent's consent at any time. Cause under this Agreement is defined as any one or more of the following:

11.2.1.1. The commission by Superintendent of any act of dishonesty, misconduct, fraud, misrepresentation, or other acts of moral turpitude, or other ground for dismissal of any permanent employee as set forth in Education Code section 44932(a)(1)-(11);

11.2.1.2. A breach of any covenant or condition of this Agreement by the Superintendent, or a breach of any representation or warranty made by the Superintendent in or in connection with this Agreement;

11.2.1.3. The commission or omission of any act by the Superintendent which could constitute a permissible for cause termination under federal or California law.

11.2.2. Should the District terminate this Agreement for cause, as defined above, the District shall give at least ten (10) days written notice to the Superintendent, and shall specify the grounds for termination, and shall specify the effective date of termination. Any termination by the District shall be without prejudice to any other remedy entitled to the District in law or equity or any other ground or termination stated in this Agreement.

11.3. ABUSE OF OFFICE PROVISIONS:

11.3.1. In the event this Agreement is terminated for cause, any paid leave paid to Superintendent pending an investigation in advance of and in connection with such termination shall be fully reimbursed by Superintendent to the District if and when Superintendent is convicted of or pleads guilty/nolo contendere of a crime involving an abuse of her office or position. An "abuse of office" means either an abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority or a crime against public justice, including, but not limited to, a crime described in Title 7, commencing with Section 92, of Part 1 of the California Penal Code. This section is intended to comply with California Government Code sections 53243, *et seq.*

11.3.2. In addition, if the District funds the criminal defense of the Superintendent against charges involving abuse of office, as defined in Section 11.3.1, and the Superintendent is then convicted of or pleads guilty/nolo contendere of such charges, the Superintendent shall fully reimburse the District for all funds expended for the Superintendent's criminal defense.

11.4. UNILATERAL TERMINATION: The District may unilaterally terminate this Agreement upon ten (10) days written notice to the Superintendent. If this Agreement is so terminated prior to its expiration, the District will pay the Superintendent a lump sum equal to twelve (12) months base salary, or the number of months remaining in the term of this Agreement, whichever is less, minus all appropriate withholding amounts. In addition, upon unilateral termination by the District, Superintendent shall continue to receive District paid health benefits for the same number of months to which she is entitled to

receive payments for unilateral termination, but not to exceed twelve (12) months. The Superintendent agrees that payment pursuant to this provision shall constitute satisfaction of all federal and/or state claims for contract damages.

11.5. SUPERINTENDENT'S DISABILITY: The Superintendent may be removed from her position by the Board if after an absence from her duties for a period of sixty (60) continuous days due to illness or incapacity, it is the Board's opinion that Superintendent is unable to serve in her position due to illness or incapacity and a licensed physician selected by the Board evaluates the Superintendent and determines that the Superintendent has a continuing disability which makes her unable to perform the essential functions of the Superintendent's position even with reasonable accommodation. The evaluation shall been done at the expense of the District.

11.6. EXPIRATION OF TERM: Pursuant to Education Code section 35031, the District and Superintendent agree that if the District does not wish to reemploy Superintendent beyond the expiration of this Agreement, the District shall give at least forty-five (45) days' written notice to Superintendent prior to the expiration of this Agreement of its decision not to reemploy her after the expiration of this Agreement.

11.7 TERMINATION FOR INAPPROPRIATE FISCAL PRACTICES: Notwithstanding any other provision of this Agreement to the contrary, if the Board believes, and subsequently confirms through an independent audit, that the Superintendent has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, then the Board may terminate the Superintendent and the Superintendent shall not be entitled to any salary payments, health benefits or other non-cash benefits.

12. TAX/RETIREMENT LIABILITY: The District makes no representations or warranties with respect to the tax or retirement consequences of this Agreement. Notwithstanding any other provision of this Agreement, the District shall not be liable for any state or federal tax consequences or any retirement consequences of any nature occurring as a result of this Agreement, including but not limited to, whether specific forms of compensation are creditable for retirement purposes, and the tax or retirement consequences of receiving retiree health benefits, Section 403b contributions, life insurance or other benefits provided to the Superintendent or any designated beneficiary, heirs, administrators, executors, successors or assigns of the Superintendent. The Superintendent shall assume sole liability for all tax and retirement consequences of any nature occurring at any time.

13. GENERAL PROVISIONS:

13.1. SOLE AGREEMENT: The parties warrant that no promise, inducement, or agreement not expressed in this Agreement has been made in connection with this Agreement; that this Agreement constitutes the entire Agreement between

Superintendent and the District and the terms of this Agreement are contractual and not a mere recital. In addition, the Parties expressly agree that the prior employment contract and all contract addendums are hereby deemed void and are no longer in full force or effect.

13.2. SAVINGS CLAUSE: If, during the time this Agreement is in effect, any specific provision or clause of this Agreement is declared illegal or void under federal, state, or local law or regulation, the remainder of the Agreement not effected by such ruling shall remain in full force and effect. The provisions of this Agreement are declared to be severable.

13.3. NO ASSIGNMENT OR TRANSFER: Superintendent may not assign or transfer any of her rights or interests under this Agreement to any person.

13.4. APPLICABLE LAWS: This Agreement is subject to all applicable laws of the State of California, to the rules and regulations of the State Board of Education, and to the lawful rules, policies and regulations of the District. By this reference the laws, rules, regulations and policies are hereby made a part of this Agreement as though fully set forth at this point. Venue shall be in Santa Clara County, California in any litigation or hearing or administrative proceeding involving the interpretation or application of the terms of this Agreement.

13.5. NOTICES: All notices required under this Agreement to Superintendent shall be delivered either personally or via Certified or Registered U.S. Mail to Superintendent at Superintendent's personal residence address on file with the District or to Superintendent's attention at the District's Administrative Offices located at 2930 Gay Avenue, San Jose, CA 95127 (the "Administrative Office"). Notices to the District shall be personally served or mailed via Certified or Registered U.S. Mail to the District's Administrative Offices, in care of the Board President and the Board Vice President labeled "CONFIDENTIAL: FOR IMMEDIATE ATTENTION".

13.6. COUNTERPARTS: This Agreement may be executed in any number of counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed Agreement and shall be as valid as an original.

13.7. CONSULTATION WITH COUNSEL; CONSTRUCTION OF AGREEMENT: The parties have had the opportunity to obtain, and have obtained, independent legal or other professional advice with regard to this Agreement, including tax and retirement consequences. The parties acknowledge that the terms of this Agreement have been read and fully explained and that those terms are fully understood and voluntarily accepted. This Agreement is the result of negotiation between the parties. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Agreement, neither this Agreement nor any

uncertainty or ambiguity herein will be construed or resolved against either party as the sole drafter.

13.8. PROOF OF ELIGIBILITY FOR EMPLOYMENT; FURTHER REPRESENTATIONS AND WARRANTIES OF ACCURACY: Superintendent acknowledges and agrees that this Agreement shall not be effective unless and until Superintendent provides to District proof of her valid California driver's license and automobile insurance, proof of eligibility for employment in the United States, clearance by the California Department of Justice, and fingerprinting clearance as may be required by State law. Superintendent shall maintain a valid California driver's license and automobile insurance and valid clearances and required certifications and credentials at all times during the term of this Agreement; failure to maintain such licenses, insurance, certifications and credentials in valid and good standing shall constitute grounds for immediate termination of this Agreement for cause in the discretion of the Board. Superintendent represents and warrants that all degrees, licenses, credentials and certifications disclosed on her professional resume and application materials submitted to the District in connection with the position of Superintendent are true and accurate as of the date hereof. Superintendent represents and warrants that she possesses all valid credentials and certificates required pursuant to Education Code section 35028 and as may otherwise be required by law.

13.9. EXCLUSIVITY: To the maximum extent permitted by law, the parties agree that the employment relationship between the District and the Superintendent shall be governed exclusively by the provisions of this Agreement and not by board policies, administrative regulations, management handbooks or similar documents.

13.10. BOARD APPROVAL: The effectiveness of this Agreement shall be contingent upon approval by the District's Board as required by law.

13.11. EXECUTION OF OTHER DOCUMENTS: The parties shall cooperate fully in the execution of any other documents and in the completion of any other acts that may be necessary or appropriate to give full force and effect to this Agreement.

13.12. PUBLIC RECORD: The parties recognize that, once final, this Agreement is a public record and must be made available to the public upon request.

13.13. INTEGRATION: This Agreement constitutes a complete and exclusive statement of the understanding between the parties with respect to its subject matter. This Agreement supersedes any and all other prior communications between the parties, whether written or oral. Any prior agreements, promises, negotiations or representations related to the subject matter not expressly set forth in this Agreement are of no force and effect.

IN WITNESS HEREIN the District and Superintendent affix their signatures to this Agreement as the full and complete understanding of the relationships and agreement between the parties.

The Board duly approved the terms and conditions of this Agreement, and the Board President is authorized to execute this Agreement on behalf of the Board of Trustees.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

For the Board of Trustees:

By:_____ Date: November 9, 2023

_____
President of the Board of Trustees

I hereby accept this Agreement and agree to comply with its conditions and to fulfill all of the duties of employment as Superintendent of the Alum Rock Union Elementary School District.

Date of Acceptance: November 9, 2023

_____

Hilaria Bauer, Ph.D.

5.03

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: RFP Affordable Housing Developers.

Information Only

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

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

Information Only Regular Board Meeting

5.03
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
2930 Gay Avenue
San José, CA 95127

6.01

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

Board of Trustees: Date: November 09, 2023

To the Superintendent of Schools

Subject: **Approve Construction Services for Project 07 Locker Room Installation at Fischer Middle School.**

Staff Analysis: Bidding for the locker installation project was held on 10/24/23; four (4) bids were received. The lowest bidder is Bosco Construction Services Inc. The fee for construction services at Fischer Middle School includes installation of lockers in both boys and girls locker rooms; including minor improvements, painting, interior window replacement, fencing, tile repairs & final cleaning.

The total Base Bid for this work is $110,500.
The total Alternates for this work is $93,200.

Item	Amount
Base Bid	$ 110,500
Alt 1 – Shower area converted to storage	$ 35,200
Alt 2 – Painting of walls/ceilings	$ 41,500
Alt 3 – Plexi Glass Replacement	$ 9,500
Alt 4 – Final Cleaning	$ 7,000

Recommendation: Staff recommends that the Board of Trustees award the contract to Bosco Construction Services Inc. in the amount of $ 203,700.00 for the base bid and all four (4) alternates.

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

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

To the Board of Trustees:

Recommended Approval

6.01
Agenda Placement

Meeting: November 09, 2023
Regular Board Meeting

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

NOTICE INVITING INFORMAL BIDS

Notice is hereby given that the governing board ("Board") of the Alum Rock Union School District ("District") will receive sealed bids for the following project, **RENAISSANCE AT FISCHER LOCKER INSTALLATION** , **Project No. 07** ("Project" or "Contract"). The Project consists of all labor, materials equipment, and services necessary to **Remove and Replace Lockers and install storage enclosure metal mesh/door and convex mirrors at FISCHER MS as indicated in Exhibit A – Scope.** Contract Documents are available and may be downloaded from the District's website, https://www.arusd.org/district/departments/business-services/purchasing/bids.

Sealed Bids will be received until **2:00 p.m. Tuesday October 24, 2023** at the District's Office, at or after which time the bids will be opened and publicly read aloud. All bids shall be on the form provided by the District and must be responsive. No oral, telegraphic, electronic, facsimile, or telephonic proposals or modifications will be considered. Proposals received after the scheduled submittal deadline will be considered non-responsive and returned unopened. The consultant is responsible for the delivery of the proposal, if the proposal is delivered to the wrong office, by and delivery method, the consultant bears full responsibility.

To bid on this Project, the Bidder is required to be registered as a public works contractor with the Department of Industrial Relations and to possess one or more of the following State of California Contractor Licenses: **A, B** The Bidder's license(s) must remain active and in good standing throughout the term of the Contract.

A mandatory pre-bid conference and site visit will be held on **1:00 p.m. on Tuesday, October 10, 2023**, **CLYDE L. FISCHER MIDDLE SCHOOL, 1720 HOPKINS DRIVE SAN JOSE CA** ("Site Visit"). All participants are required to sign-in. Failure to attend or tardiness will render bid ineligible. The Site Visit Certification will be provided at the end of the Site Visit and must be submitted with the Bid.

The successful Bidder shall be required to furnish a 100% Performance Bond and a 100% Payment Bond if it is awarded the contract for the Work. The successful Bidder may substitute securities for any monies withheld by the District to ensure performance under the Contract, in accordance with the provisions of section 22300 of the Public Contract Code.

The successful Bidder shall comply with all requirements of Division 2, Part 7, Chapter 1, of the Labor Code and Title 8 of the California Code of Regulations. For all work performed pursuant to this Contract, the Contractor and all subcontractors shall pay all workers not less than the general prevailing rate of per diem wages and for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, ("DIR") for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code. Prevailing wage rates are also available from the District or the DIR website at: http://www.dir.ca.gov. This Project is subject to labor compliance monitoring and enforcement by the DIR.

The Board reserves the right to reject any and all bids and/or waive any irregularity in any bid received. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

BID FORM AND PROPOSAL

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

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

The undersigned declares that the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, have been read, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of **Project No. 07** ("Work") for the following project known as:

RENAISSANCE AT FISCHER LOCKER INSTALLATION

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

one hundred ten thousand five hundred dollars $ 110,500
BASE BID

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

Additive/Deductive Alternates:

Alternate #1

thirty five thousand two hundred dollars $ 35,200
Additive/~~Deductive~~

Describe Scope: Exhibit A – Task 6
At Fischer MS install Steel Expanded Metal Sheet Flattened (3/4 #9) wall and gate over openings to enclose this area with the ability to lock it.

Alternate #2

fourty one thousand five hundred dollars $ 41,500
Additive/~~Deductive~~

Describe Scope: Exhibit A – Task 7
Re-paint walls to match (approximately 900 sqft surface area)

Contractor may suggest deductive/additive alternates for District consideration. Use additional pages if necessary.

Alternate # 3

nine thousand five hundred dollars $ 9,500
Additive/Deductive

Describe Scope:

Plexiglass per Addendum #2

Contractor may suggest deductive/additive alternates for District consideration. Use additional pages if necessary.

Alternate # 4

Seven thousand dollars $ 7,000
Additive/Deductive

Describe Scope:

Final Clean per Addendum #2

Contractor may suggest deductive/additive alternates for District consideration. Use additional pages if necessary.

Alternate #___

_____ dollars $ _____
Additive/Deductive

Describe Scope:

Contractor may suggest deductive/additive alternates for District consideration. Use additional pages if necessary.

Additional Detail Regarding Calculation of Base Bid

1. **Allowance**. The Bidder's Base Bid and each alternate shall include a ten percent (10%) allowance for unforeseen conditions and the following fixed amounts as noted:

Task/Work	Allowance Value
076000 FLASHING AND SHEET METAL *(Install metal flashing as necessary to close gaps at Lockers installed at William Sheppard MS)*	$750
Total Allowance Value	$750

Contractor shall not bill for or be due any portion of this allowance unless the District has identified specific work, Contractor has submitted a price for that work or the District has proposed a price for that work, the District has accepted the cost for that work, and the District has prepared a change order incorporating that work. Contractor hereby authorizes the District to execute a unilateral deductive change order at or near the end of the Project for all or any portion of the allowance not allocated. Any unused portion of the allowance will revert back to the District documented by a deductive change order.

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

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

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

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

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

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

   - Bid Bond on the District's form or other security
   - Registered Subcontractors List

- Site Visit Certification
- Non-Collusion Declaration

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

No. 1, Dated 10/17	No. _____, Dated _____
No. 2, Dated 10/17	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____

9. Bidder acknowledges that the license required for performance of the Work is a **A, B** license.

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

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

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

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

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

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

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

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

Dated this 17 day of Oct 20 23

Name of Bidder Bosco Construction Services, Inc.

Type of Organization Corporation

Signature _____

Print Name Marcos Mora

Title Vice Presidentt

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

Taxpayer's Identification No. of Bidder 27-3048630

Telephone Number 866-233-2348

Fax Number _____

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

Contractor's License No(s): No.: 952978 Class: A,B,C-33 Expiration Date: 06/30/2023

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

Public Works Contractor Registration No.: 1000031375

END OF DOCUMENT

ALUM ROCK
UNION ELEMENTARY SCHOOL DISTRICT
2930 Gay Avenue, San José, CA 95127 · Phone: 408-928-6800 · Fax: 408-928-6416 · www.arusd.org

ADDENDUM 1 FOR RFQ/RFP NO. PROJECT NO. 07

RENAISSANCE AT FISCHER LOCKER INSTALLATION

The mandatory pre-bid conference is changed from Tuesday 10/10 to Thursday 10/12 at 3pm.

DOCUMENT NOTICE INVITING INFORMAL BIDS paragraph 4 is hereby modified to read as follows:
*"A mandatory pre-bid conference and site visit will be held at **3:00 p.m. on Thursday, October 12, 2023**, CLYDE L. FISCHER MIDDLE SCHOOL, 1720 HOPKINS DRIVE SAN JOSE CA ("Site Visit"). All participants are required to sign-in. Failure to attend or tardiness will render bid ineligible. The Site Visit Certification will be provided at the end of the Site Visit and must be submitted with the Bid."*

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

Company Name: Bosco Co

Signature: _____

Hilaria Bauer, Ph.D., Superintendent

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

ALUM ROCK
UNION ELEMENTARY SCHOOL DISTRICT
2930 Gay Avenue, San José, CA 95127 · Phone: 408-928-6800 · Fax: 408-928-6416 · www.arusd.org

ADDENDUM 2 FOR RFQ/RFP NO. PROJECT NO. 07

RENAISSANCE AT FISCHER LOCKER INSTALLATION

RFI RESPONSES:

Q. To what extent are the lockers on hand preassembled, if at all? Can you provide a photo of the stored lockers on hand/and or provide a site visit to view them.

A. The lockers on hand are fully preassembled. See images here:



Q. Are the old lockers to be disposed of by the contractor?

A. Yes

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

A. Contractor to field verify. One location in each locker room (total of 2 approximate 10' x 3' openings to have plexi glass window replacement.



SCOPE CHANGES / ADDITIONAL ALTERNATIVES:

All references to Sheppard MS has been deleted/excluded from this project in its entirety.

Change to Base Scope: Repair one (1) locker room bench pedestal with tile to match. See picture below:



Changes to ALTERNATIVE 2: should include painting of all walls and ceilings within the locker rooms.

ALTERNATE 3: Replacement of plexi glass window at equipment rooms; replace like in-kind.

ALTERNATE 4: Final cleaning (power washing) at shower/storage areas and restrooms.

Q. Are the (12) convex mirrors district provided, or contractor provided?
A. Contractor provided.

Q. EDU-2, number 3) States, install filler pieces in each locker room at Fischer MS and Sheppard MS. Please clarify the quantity and location of these filler pieces.
A. Contractor must field verify for quantity and locations. Please note install fillers at locations where any locker meets the wall. Cover any blank space for a finished look.

Q. The attached proposal on page D-6 does not appear to contain additional lockers in it. Can a proposal and/or more information be provided on the remaining lockers that the contractor will be responsible for purchasing?
A. Invoice for additional locker columns attached to the end of this addendum. Please note there are now two proposals to be included by the contractor in its bid (the original scope sheets contain the proposal for additional parts/pieces and attached to this addendum is the proposal for additional locker columns)

Q. Is the expanded metal to be painted?
A. Expanded metal to be ordered in color of Chrome or Black. Lead time and cost will be the determining factor for color selection between Chrome and Black colors.

Q. Re -paint walls to match (approximately 900 sqft surface area. Is this referring to painting over the existing green only?
A. Repaint all walls and ceiling.

Q. Are we responsible for repairing and patching the Island tile?
A. Yes

Q. Is the Sierra estimate all the district requests us to procure, or is there additional?
A. The Sierra estimate (including the estimate attached here), along with procurement of any other materials and parts to successfully complete installation.

Q. ALTERNATE 3: Replacement of plexi glass window at equipment rooms; replace like in-kind. What is the approximate size and number of locations and a picture if you have one.

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

Company Name: Bosco Co

Signature:

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

BID BOND

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

KNOW ALL PERSONS BY THESE PRESENTS:

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

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

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

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

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid to the District for all Work specifically described in the accompanying bid for the following project: **RENAISSANCE AT FISCHER LOCKER INSTALLATION, Project No. 07**

("Project" or "Contract").

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

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

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

*New Hampshire

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

IN WITNESS WHEREOF, this instrument has been duty executed by the Principal and Surety above named, on the 17th day of October, 2023.

Bosco Construction Services, Inc.
Principal

By

The Ohio Casualty Insurance Company
Surety

By Vincent M. Scolari, Attorney-In-Fact

Nicholas Hernandez
Name of California Agent of Surety

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

925-210-9424
Telephone Number of California Agent of Surety

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

END OF DOCUMENT

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

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

State of California)
County of Santa Clara)

On October 17, 2023 *Date* before me, P. K. Simicich, Notary Public *Here Insert Name and Title of the Officer*,

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

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

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

WITNESS my hand and official seal.

P. K. SIMICICH
Notary Public - California
Santa Clara County
Commission # 2460771
My Comm. Expires Sep 21, 2027

Signature _____ *Signature of Notary Public*

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

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

Capacity(ies) Claimed by Signer(s)

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

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

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

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

Certificate No: **8196862-971768**

POWER OF ATTORNEY

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

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

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

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

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

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

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

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

By: _____
Teresa Pastella, Notary Public

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 17th day of October, 2023.

By: _____
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co_062018

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

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

No. 5133-4

STATE OF CALIFORNIA

DEPARTMENT OF INSURANCE

SAN FRANCISCO

Amended

Certificate of Authority

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

The Ohio Casualty Insurance Company

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

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

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

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

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

Dave Jones
Insurance Commissioner

By

Valerie J. Sarfaty
for Nettie Hoge
Chief Deputy

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

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

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

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

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

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

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Date: 10/17/23

Proper Name of Bidder: Bosco Construction Services, Inc

Signature: _____

Print Name: Marcos Mora

Title: Vice President

END OF DOCUMENT

SITE VISIT CERTIFICATION

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

PROJECT: **RENAISSANCE AT FISCHER LOCKER INSTALLATION**

Check option that applies:

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

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

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

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

Date: 10/17/23

Proper Name of Bidder: Bosco Construction Services, Inc

Signature: _____

Print Name: Marcos Mora

Title: Vice President

END OF DOCUMENT

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

The undersigned declares:

I am the Vice President of

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

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on the 17 day of Oct, 2023 at San Jose [city], **CALIFORNIA** [state].

Date: 10/17/23

Proper Name of Bidder: Bosco Construction Services, Insm

Signature: [signature]

Print Name: Marcos Mora

Title: Vice President

END OF DOCUMENT

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: November 9, 2023

To the Superintendent of Schools

Subject: **Approval of Architectural Design Services for #B2324-Bonds03 Sanitary Sewer Line Repair & Replacement**

Staff Analysis: Based on site inspections and assessment of sewer line issues identified at the following sites: Sylvia Cassell Elementary School, Ocala STEAM Academy, Adelante Academy, Horace Cureton Elementary School, Ben Painter Elementary School, César Chávez Elementary School, District Office. District Staff and Program Manager, Cumming Group, determined a need for Architectural Design services to address the various issues. Request for proposal B2324-Bonds03 was issued to the pre-approved pool. The project scope included site utility survey, drawing design and development, DSA and or local utility agency coordination for permitting and construction administration. The following proposals were received.

Design Firm	Amount
DSK Architect	$87,520
19Six Architects	$105,950

Recommendation: Staff recommends the Board of Trustees award the bid & contract to DSK for #B2324-Bonds03 in the amount of $87,520.

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

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

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

Recommended Approval

6.02
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

Alum Rock Union Elementary School District

Project#12 RFP No. 2324-Bonds03
Architectural Services for Sewer Line Repair

Attention:
Mr. Marc Freitas, Bonds Director
marc.freitas@arusd.org

Deborah Slivkoff, Program Manager
dslivkoff@cumming-group.com

October 25, 2023

dsk architects
www.dskarch.com
6700 Koll Centre Pkwy, Ste 110
Pleasanton, CA 94566
Amir Kakavand, Principal
T: (415) 244-6953
amir@dskarch.com

COVER LETTER

Date: October 25, 2023
Attn.: Mr. Marc Freitas, Bonds Director and Deborah Slivkoff, Program Manager
Proposal title: Project#12 RFP No. 2324-Bonds03 - Architectural Services for Sewer Line Repair

Dear Marc,

dsk architects is happy to respond to the RFP for your sewer line improvement projects. dsk is responding to several of your smaller projects including this one. At dsk architects, all projects, regardless of size, receive the same amount of attention attention and care. The consultants and staff selected are suited to the efforts needed for each project. I, Amir Kakavand will be the main Point-of-Contact on all our efforts Alum Rock UESD. I will support and help guide our staff, as outlined in this response. The supporting team all have years of public school and DSA experience. This team will be thorough and keep the project focused on the District's improvement goals. Sewer systems can have critical interface issues with downstream sizes and drainage demands. They can also effect existing paving conditions. We are well aware of these and the myriad factors influencing civil engineering design challenges. Our consultants and staff will be attentive to Public Works and any of the local jurisdictions involved. We also welcome any input influencing the conditions on the sites. Although this design appears straight forward, dsk will be diligent in giving attention to site circulation and access throughout the design and construction process. dsk' s seventeen years of public school experience is built on repeat business, with Clients who appreciate the quality of our service. We look forward to furthering our relationship with Alum Rock UESD.

Hereby, we acknowledge receipt of Addendum 1 for project #12.

Sincerely,



Authorized person/ main point of contact:
Amir Kakavand, AIA, MBA, LEED® AP
Managing Partner/ CEO

Cell: (415) 244-6953
amir@dskarch.com

Responding firm:
dsk architects
6700 Koll Centre Pkwy, Ste 110
Pleasanton, CA 94566

Tell: (925) 484 5245
Fax: (925) 484 5206
www.dskarch.com

dsk architects Price Proposal:

Project : Sewer Line Repair at 7 Sites
2930 Gay Avenue

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

	Hourly Rate	Review Existing Drawings	Site Verification	Schematic Design	Construction Documents	DSA Submittal and Approval if required	Bidding & Award	Construction Administration (assumes single prime contractor)	Closeout	Total Hours	Cost	
		Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours			
Architecture												
Principal, Amir Kakavand	$255	4	2	2	2	0	2	0	2	14	$3,570	
Project Manager, Christopher Wu	$185	4	16	4	30	32	8	60	16	170	$31,450	
Plumbing Engineer, Sheila Saiidnia	$200	16	20	25	105	0	6	2	1	175	$35,000	
Total Hours		24	38	31	137	0	16	62	19	327	Subtotal Architect's and Plumbing Fee (non-DSA):	$ 64,100.00
Total Hours		24	38	31	137	32	16	62	19	359	Subtotal Architect's and Plumbing Fee (with DSA):	$ 70,020.00

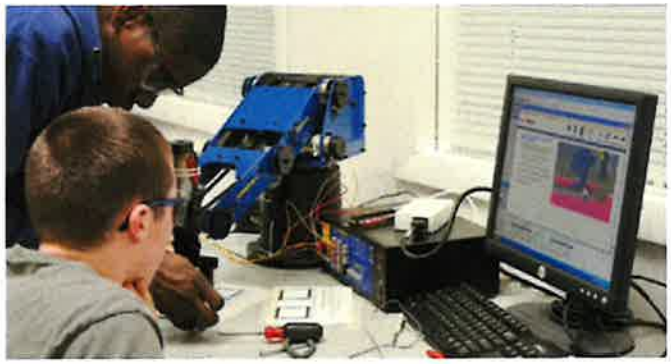
Optional Services		
A&S Engineers, Inc.	Survey by Plumbing Contractor for all 7 Sites ($2,500.00 each site)	$ 17,500.00

1. PROPOSED APPROACH AND SCOPE OF WORK

Following are the phases and associated scope of work for the bus drop-off project:

1. **Review existing drawings and documentation:** We will review existing drawings and investigate underground utilities surveys and as-built drawings.
2. **Site visit and verification:** We will visit the sites to verify the drawings we received and update any existing drawings as required. A utility survey and camera recording of the existing waste lines will also be completed.
3. **Schematic Design:** Documentation of the findings of the site, with proposed engineering solution to correct the site issues. Due to the size of the project and the abbreviated schedule, we will start production in the construction document phase.
4. **Construction Documents:** Producing all construction documents and preparing the project to go into DSA approval (if applicable) and bidding.
5. **DSA approval (if applicable):** As per DSA IR A-22 Appendix 39, the projects are not required to be submitted to DSA. However, if required, we will submit plans and specifications to DSA. Based on the nature of the scope of work and the schedule, we will pursue an over the counter review for approval of work.
6. **Bidding:** We will assist the District in their bidding process to make sure they will receive competitive bids.
7. **Construction Administration:** We anticipate that the construction duration to last 3 to 4 weeks and will participate in meetings as needed, review submittals, and respond to RFIs.
8. **Close-out:** We will review all as-builts and update our drawings as required. Review of product manuals, warranties, and guarantees will be completed as specified in the project manual.



Castro Valley High School, Project Lead The Way

October 25, 2023

Mr. Marc Freitas, Bonds Director
Deborah Slivkoff, Program Manager

Project: ALUM ROCK UNION SCHOOL DISTRICT
Various Sites
RFP No. 2324-Bonds03 Architectural Services for Sewer Line Repair
19six #: 23472

Dear Mr. Freitas:

We are excited about this opportunity to provide you with a fee proposal for professional Architectural and Engineering Design services for your District.

PROJECT DESCRIPTION

The District is seeking interested firms for architectural services for sewer line repair at various sites and/or Bond projects related to other school construction projects as needed.

We propose performing an assessment of each site, developing potential solutions, and providing a rough-order-of-magnitude (ROM) cost estimate.

Based on the report, we will prepare a fee proposal corresponding to the defined scope of work at each site.

We propose the following work plan:

PART I: DATA COLLECTION **4 WEEKS**

Task 1. Kick-off Meeting: Confirm with the District representatives the focus of the assessment and the work plan.

- Meetings: One (1) meeting is anticipated for this task. Virtual or in-person, depending on availability.
- Tools/Materials needed: Diagrams of seven Elementary Schools and Office Sites per the publicized Project #12 RFP NO. 2324-Bonds-03 Sewer Line Repair.
    1. Sylvia Cassell Elementary School
    2. Ocala STEAM Academy
    3. Adelante Academy
    4. Horace Cureton Elementary School
    5. Ben Painter Elementary School
    6. César Chávez Elementary School
    7. District Office

Task 2. Review of Existing Documents: This review will be done in-house and during meetings with the Maintenance & Operations department and District representatives.
- Meetings: One (1) meeting is anticipated for this task. Virtual meetings are anticipated for this task.
- Tools/Materials needed: Prints (or PDF) of Campus Site Map, Existing As-builts, and Site Utilities.

Task 3. Physical Condition Assessment: Site observation and documentation of the campus' existing infrastructure.
- Site Visits: Walk each site and document all existing conditions to confirm restroom and cleanout locations, exterior site area impacts via pathways, and visual identifications to determine conflicts and direction. Underground survey of the area. Camera inspection of the lines.
- Tools/Materials needed: as-built drawings, Measuring tools, On-Site Photographs, and Underground Video Camera for Utility Exploration.

PART II: FINDINGS & RECOMMENDATIONS **1 WEEK**

Task 4. Document available information and results from our observations and physical explorations.

Task 5. Present, consult, and validate with District staff and M&O our assessment findings and recommendations for each of the seven campuses in task 3.
- Meetings: One (1) meeting is anticipated for this task. Virtual or in-person, depending on availability.

Task 6. Draft report based on District input. Prepare preliminary rough-order-of-magnitude (ROM) cost estimate for the seven campuses, including sewer line requirements and upgrades and any interior and exterior site work impacts due to excavation and trenching needs and accessible pathway routes to and from the site.

Task 7. Consult and Validate with District staff and M&O for Priorities, Recommendations, and Budgetary Challenges.
- Meetings: One (1) meeting is anticipated for this task. Virtual or in-person, depending on availability.

PART III: REPORT **1 WEEK**

Task 8. Develop a summary report of findings, recommend steps to proceed with recommended solutions, and ROM cost estimates.

Task 9. Present final report to the School District's staff and M&O.

PART IV: DESIGN, PERMIT, CONSTRUCTION, and CLOSEOUT

Task 10. The extent of the A/E services will be determined by the findings of the assessments. These will determine if the projects need to be submitted to DSA or apply for an exemption and still be eligible for state funding.

SCOPE OF BASIC SERVICES AND FEES

Services shall include professional Architectural, Civil Engineering, and surveying services.

A breakdown of the services is as follows:

A. Architectural & Engineering Services $ 7,100 per site

The civil engineer and architect will visit each site with the intent of visually locating the sanitary sewer cleanouts on the interior and exterior of each site. The engineers will examine the underground utility camera footage at each site further to examine the location of existing sanitary sewer failure. The deliverable will be in findings and recommendations report format only.

B. Underground Utility Survey (only affected areas) $ 2,100 per site

Observations with a fiber optic camera down the sanitary sewer at each location. The engineers will then observe the video and incorporate the location of the sanitary sewer into our topographic survey. Irrigation is not included and will be considered "Extra Work" if needed.

Total Fixed Fee for all seven sites **$ 64,400**

C. Topographic Survey (only affected areas) $ 5,400 per site

The scope will include detailed topographic surveys of the areas as shown on the attached Exhibits "A, B, C, D, E, F, and G". The topographic surveys within these areas will include the following:

- Spot elevations across the area to approximate a 10-foot grid to include all high and low points, grade breaks, and flow lines;
- All visible surface utilities as well as invert and flow line data for existing storm and sanitary sewers. If we can confirm utility connections from field observation, we will show storm and sanitary lines connected to their respective utility structures;
- Contours at 1-foot intervals;
- Existing buildings, finish[ed] floors, exterior doorways, and roof overhangs;
- Trees with trunks over 6" in diameter, including driplines;
- Existing fences and perimeter walls;
- All hardscape areas, including walks, curbs, driveways, concrete structures, pavement, and other areas of improvement. Also, playground striping and paint
- Parking lot striping, paint and signage, speed bumps, wheel stops, and curb paint.

D. Professional Cost Estimating
Conceptual Design/Scoping rough-order-of-magnitude cost estimate for all seven sites prepared by a professional Cost Estimator
Fee (all seven sites) $ 3,750

E. Design and Construction Documentation
Schematic Design, Design Development, Construction Documentation, Agencies having jurisdiction approvals (local city, DSA, etc.), Bidding assistance, and Construction Documentation. The extent of the A/E services will be determined by the findings of the assessments. These will determine if the projects need to be submitted to DSA.
Fee To Be Determined

REIMBURSABLE EXPENSES
There are no reimbursable expenses anticipated for this project. If any reimbursable expenses arise, 19six shall notify the Owner and get authorization before incurring the said expense. Reimbursable expenses will be billed at a rate of 1.15 times.

EXCLUSIONS
The following are not included in our services described above:
- As-built drawings production for the existing buildings.
- Blueprinting and photocopying costs for additional copies beyond those required for the meetings and as listed above.
- Electrical assessment.
- Drafting of unmapped easements and inclusion thereof on any record boundary.
- Clearing/removal of overgrown vegetation, hazardous plants, materials, or insects.
- Surveying beyond the limits described above.
- Resolution of boundary disputes with neighbors.
- Creation and recording of any Record of Survey, easements, or legal descriptions.
- Durable monumentation of site.
- Construction staking.
- Resolved Boundary Surveying.
- Meeting attendance.
- Engineering or design services.
- Delivery delays due to inclement weather or restricted site access
- Encroachment drawings for the sanity sewer if the repair goes beyond the school district right of way.
-

We will bill you monthly based on a percentage complete basis. Payment is expected within 30 days of the billing date.

Services will be managed by Ricardo Bermudez, supervised by Mariana Alvarez-Parga – license number C36107. Site visits will be performed by the civil engineers, surveyors, and 19six designer, Elmer Wang.

If this proposal meets your approval, please sign below and return a copy for our records or have your legal counsel prepare a formal contract. We will start to work upon your written authorization below while the formal contract is being prepared.

Thank you for this opportunity to be of service. We look forward to helping with these much-needed improvements.

Sincerely,

Mariana Alvarez-Parga, Architect
Vice-President
19six Architects

Accepted by:

_____
Signature

_____
Name (printed)

_____
Title

_____
Date

6.03

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

Board of Trustees: Date: November 09, 2023

To the Superintendent of Schools

Subject: **Approve Construction Services for B2324-Bonds06 Portable sitework at Aptitud and Adelante Academy's.**

Staff Analysis: Bidding for the portable sitework project was held on 10/24/23; one (1) bid was received. This project includes sitework, asphalt and utility connections (fire, electrical, communications) at Aptitud and Adelante Academy's.

The following bid was received:

Bidder Name:	**Amount**
Bosco Construction Services Inc.	$ 467,000

Recommendation: Staff recommends that the Board of Trustees award the contract to Bosco Construction Services Inc. in the amount of $467,000.00.

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

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

To the Board of Trustees: Meeting: November 09, 2023
Regular Board Meeting

Recommended Approval

6.03
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

DOCUMENT 00 11 16

NOTICE TO BIDDERS

1. Notice is hereby given that the governing board ("Board") of the Alum Rock Union School District ("District") will receive sealed bids for the following project, Bid No. **B2324-Bonds06**, **Project No. 02** ("Project" or "Contract"):

   PORTABLE SITE WORK AT APTITÚD ACADEMY AND ADELANTE I

2. The Project consists of:

   Exterior and interior site improvements necessary for the installation of a portable classroom at two locations.

3. To bid on this Project, the Bidder is required to possess one or more of the following State of California contractors' license(s): **A**

   The Bidder's license(s) must remain active and in good standing throughout the term of the Contract.

4. To bid on this Project, the Bidder is required to be registered as a public works contractor with the Department of Industrial Relations pursuant to the Labor Code.

5. Contract Documents will be available on or after **October 5, 2023**, for review at the District Facilities Office, and may be downloaded from the District's website, https://www.arusd.org/district/departments/business-services/purchasing/bids. In addition, Contract Documents are available for bidders' review at the following builders' exchanges:

   A. Builder's Exchange of Santa Clara County (408) 727-4000

6. Sealed bids will be received until **2:00 p.m. on October 24, 2023** at the District Facilities Office, 2930 Gay Avenue, San Jose, California 95127 at or after which time the bids will be opened and publicly read aloud. Any bid that is submitted after this time shall be nonresponsive and returned to the bidder. Any claim by a bidder of error in its bid must be made in compliance with section 5100 et seq. of the Public Contract Code. No oral, telegraphic, electronic, facsimile, or telephonic proposals or modifications will be considered. Proposals received after the scheduled submittal deadline will be considered non-responsive and returned unopened. The consultant is responsible for the delivery of the proposal, if the proposal is delivered to the wrong office, by and delivery method, the consultant bears full responsibility.

7. All bids shall be on the form provided by the District. Each bid must conform and be responsive to all pertinent Contract Documents, including, but not limited to, the Instructions to Bidders.

8. A bid bond by an admitted surety insurer on the form provided by the District a cashier's check or a certified check, drawn to the order of the Alum Rock Union School District, in the amount of ten percent (10%) of the total bid price, shall accompany the Bid Form and Proposal, as a guarantee that the Bidder will, within

seven (7) calendar days after the date of the Notice of Award, enter into a contract with the District for the performance of the services as stipulated in the bid.

9. A mandatory pre-bid conference and site visit will be held at **2:30 p.m. on October 12, 2023 at Aptitud Academy, 2475 Van Winkle Ln, San Jose, CA 95116**. All participants are required to sign in front of the Administration Building. Once complete at this site, we will proceed to **Adelante I 2999 Ridgemont Dr., San Jose, CA 95127**. The site visit is expected to take approximately **one(1) hour**. Failure to attend or tardiness will render bid ineligible.

10. The successful Bidder shall be required to furnish a 100% Performance Bond and a 100% Payment Bond if it is awarded the Contract for the Work.

11. The successful Bidder may substitute securities for any monies withheld by the District to ensure performance under the Contract, in accordance with the provisions of section 22300 of the Public Contract Code.

12. The successful bidder will be required to certify that it either meets the Disabled Veteran Business Enterprise ("DVBE") goal of three percent (3%) participation or made a good faith effort to solicit DVBE participation in this Contract if it is awarded the Contract for the Work.

13. The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to section 1770 et seq. of the California Labor Code. Prevailing wage rates are also available from the District or on the Internet at: <http://www.dir.ca.gov>.

14. This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and subject to the requirements of Title 8 of the California Code of Regulations. The successful Bidder shall comply with all requirements of Division 2, Part 7, Chapter 1, Articles 1-5 of the Labor Code.

15. The District shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on:

    A. The base bid amount only.

16. The Board reserves the right to reject any and all bids and/or waive any irregularity in any bid received. If the District awards the Contract, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

END OF DOCUMENT

DOCUMENT 00 11 16.1

RFQ/P SCHEDULE

1. The District intends to follow the schedule set forth below for the review and selection process. The District reserves the right to modify this schedule at any time during the RFQ/P schedule.

EVENT	TIME, DATE
Deadline for written questions regarding RFQ/P	2:00p.m. October 14, 2023
Deadline for District's response to written questions timely submitted. **Responses posted on District website via Addenda**	2:00p.m. October 18, 2023
Proposals Due	2:00p.m. October 24, 2023
Post Bid Interview	2:00p.m. October 25, 2023
Selection of Firm	TBD, November 9, 2023

Note: The above dates and times are subject to change at the discretion of the District

2. **Questions.** Questions regarding this RFQ/P must be in writing and directed to **Blaze Omidi, Project Manager** at blaze.omidi@sixthdimensionpm.com. Questions that are not submitted in writing or as directed herein will not be answered. Firms with questions or comments about this RFQ/P or the Project should not contact any other District representative, Board Member, consultant, or employee unless directed to do so by the District.

3. **RFQ/P Addenda.** The District reserves the right to revise any part of this RFQ/P, or to provide clarification or additional information. If the District issues any addenda to the RFQ/P, Firms are responsible for and must acknowledge receipt of addenda in the Firm's Proposal. Failure to acknowledge and response to any addenda issues by the District may, in the District's discretion, render the Firm's Proposal to be deemed non-responsive and may be rejected. Addenda will be posted on the District website at: https://www.arusd.org/district/departments/business-services/purchasing/bids

Thank you for your interest in working with the Alum Rock Union School District.

END OF DOCUMENT

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

BID PROJECT MANUAL

PROJECT/CONTRACT NUMBER:
B2324-Bonds06, Project No. 02

PORTABLE SITE WORK AT APTITUD ACADEMY AND ADELANTE I

Bid Deadline 2:00p.m. on October 24, 2023

DOCUMENT 00 41 13

BID FORM AND PROPOSAL

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

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

The undersigned declares that Bidder has read and understands the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of Bid No. **B2324-Bonds06**, **Project No. 02** the following project known as:

PORTABLE SITE WORK AT APTITÚD ACADEMY AND ADELANTE I

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

four hundred Sixty Seven thousand dollars $ 467,000

BASE BID

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

Additive/Deductive Alternates:

Alternate #___

_____ dollars $ _____
Additive/Deductive

Describe Scope:

Contractor may suggest deductive/additive alternates for District consideration. Use additional pages if necessary.

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

Additional Detail Regarding Calculation of Base Bid

1. **Unit Prices**. [RESERVED]

2. **Allowance**. The Bidder's Base Bid and each alternate shall include a ten percent (10%) allowance for unforeseen conditions. The Bidder's Base Bid shall include the fixed allowance value below.

Task/Work	Allowance Value
017300 Underground Utility Survey	$4,000
Total Fixed Allowance Value	$4,000

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

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

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

4. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.

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

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

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

8. The following documents are attached hereto:

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

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

No. 1, Dated 10/18	No. _____, Dated _____
No. 2, Dated 10/23	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____

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

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

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

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

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

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

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

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

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

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

Dated this 18th day of October 20 23

Name of Bidder: Bosco Construction Services Inc.

Type of Organization: Corporation

Signature: _____

Print Name: Marcos Mora

Title: Vice President

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

Taxpayer Identification No. of Bidder: 27-3048630

Telephone Number: 866-233-2248

Fax Number: _____

E-mail: Info4@boscococ.com Web Page: Boscoco.com

Contractor's License No(s): No.: 952978 Class: A, B, C-33 Expiration Date: 10/31/24

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

Public Works Contractor Registration No.: 1000031375

END OF DOCUMENT

DOCUMENT 00 43 13

BID BOND

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

KNOW ALL PERSONS BY THESE PRESENTS:

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

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

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

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

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid to the District for all Work specifically described in the accompanying bid for the following project: Portable Site Work at Aptitud Academy and Adelante I ("Project" or "Contract").

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

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

*New Hampshire

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

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

IN WITNESS WHEREOF, this instrument has been duty executed by the Principal and Surety above named, on the 24th day of October, 20 23.

Bosco Construction Services, Inc.
Principal

By

The Ohio Casualty Insurance Company
Surety

By Charles M. Griswold, Attorney-In-Fact

Nicholas Hernandez
Name of California Agent of Surety

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

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

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

END OF DOCUMENT

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

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

State of California)
County of Santa Clara)

On October 24, 2023 before me, P. K. Simicich, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Charles M. Griswold
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

P. K. SIMICICH
Notary Public - California
Santa Clara County
Commission # 2460771
My Comm. Expires Sep 21, 2027

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

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

Capacity(ies) Claimed by Signer(s)

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

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

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

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

Certificate No: 8196862-971768

POWER OF ATTORNEY

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

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

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

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

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

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

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

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

By: _____
Teresa Pastella, Notary Public

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 24th day of October, 2023.

By: _____
Renee C. Llewellyn, Assistant Secretary

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

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

No. 5133-4

STATE OF CALIFORNIA

DEPARTMENT OF INSURANCE

SAN FRANCISCO

Amended

Certificate of Authority

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

The Ohio Casualty Insurance Company

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

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

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

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

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

Dave Jones
Insurance Commissioner

By

Valerie J. Sarfaty
for Nettie Hoge
Chief Deputy

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

DOCUMENT 00 43 36

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

PROJECT: Rosco Company B2324 - Bonds 06

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

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

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

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

Subcontractor Name: Appian Engineering

CA Cont. Lic. #: 530522 Location: Campbell

DIR Registration #: 1000005542

Portion of Work: Asphalt & Grading

Subcontractor Name: Quenna Electric

CA Cont. Lic. #: 1068507 Location: San Jose

DIR Registration #: 1000865482

Portion of Work: Electrical

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

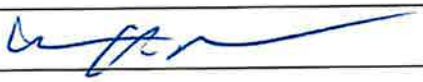
CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Date: 10/18/23

Proper Name of Bidder: Bosco Construction Services ilnc.

Signature: 

Print Name: Marcos Mora

Title: Vice President

END OF DOCUMENT

DOCUMENT 00 45 01

SITE VISIT CERTIFICATION

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

PROJECT: B2324-Bonds 06, Project No. 02

Check option that applies:

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

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

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

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

Date: 10/18/23

Proper Name of Bidder: Bosco Construction Services Inc.

Signature: _____

Print Name: Marcos Mora

Title: Vice President

DOCUMENT 00 45 19

NON-COLLUSION DECLARATION
(Public Contract Code Section 7106)

The undersigned declares:

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 10/18/23 [Date],

at San Jose [City], CA [State].

Date: 10/18/23

Proper Name of Bidder: Bosco Construction Services Inc.

Signature: 

Print Name: Marcos Mora

Title: Vice President

END OF DOCUMENT

DOCUMENT 00 45 26

WORKERS' COMPENSATION CERTIFICATION

PROJECT/CONTRACT NO.: _____ between the Alum Rock Union School District ("District") and Bosco Construction Services Inc. ("Contractor" or "Bidder") ("Contract" or "Project").

Labor Code section 3700, in relevant part, provides:

> Every employer except the State shall secure the payment of compensation in one or more of the following ways:
>
> a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state; and/or
>
> b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: 10/18/23

Proper Name of Contractor: Bosco Construction Services Inc.

Signature: _____

Print Name: Marcos Mora

Title: Vice President

(In accordance with Labor Code sections 1860 and 1861, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

END OF DOCUMENT

DOCUMENT 00 45 46.01

PREVAILING WAGE AND RELATED LABOR REQUIREMENTS CERTIFICATION

PROJECT/CONTRACT NO.: _____ between the Alum Rock Union School District ("District") and Bosco Construction Services Inc. ("Contractor" or "Bidder") ("Contract" or "Project").

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project including, without limitation, labor compliance monitoring and enforcement by the Department of Industrial Relations.

Date: 10/18/23

Proper Name of Contractor: Bosco Construction Services Inc.

Signature: _____

Print Name: Marcos Mora

Title: Vice President

END OF DOCUMENT

ALUM ROCK
UNION ELEMENTARY SCHOOL DISTRICT
2930 Gay Avenue, San José, CA 95127 · Phone: 408-928-6800 · Fax: 408-928-6416 · www.arusd.org

ADDENDUM 1 FOR RFQ/RFP NO. PROJECT NO. 02 Bid2324-Bonds06

PORTABLE SITE WORK AT APTITUD ACADEMY AND ADELANTE I

The mandatory pre-bid conference is changed from Thursday 10/12 to Friday 10/13 at 1pm.

DOCUMENT 00 11 16 NOTICE TO BIDDERS paragraph 9 is hereby modified to read as follows:
*"A mandatory pre-bid conference and site visit will be held at **1:00 p.m. on Friday October 13, 2023** at Aptitud Academy, 2475 Van Winkle Ln, San Jose, CA 95116. All participants are required to sign in front of the Administration Building. Once complete at this site, we will proceed to Adelante I 2999 Ridgemont Dr., San Jose, CA 95127. The site visit is expected to take approximately one(1) hour. Failure to attend or tardiness will render bid ineligible."*

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

Company Name: Bosco Co

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

ARCHITECTS

Project: Adelante ES New Portable Classroom Addition
Alum Rock Union School District

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

Architect: SVA Architects, Inc.
2030 Franklin St., Suite 210, Oakland, CA 94612

ADDENDUM 1

Revision: 10/17/2023

Note: The following revisions and clarifications to the Contract Documents (plans and specifications) shall become a part of the Contract Documents. All bidders are required to incorporate all necessary changes, additions, or deductions into their proposals.

1. ELECTRICAL

A. Sheet E01.0 Site Electrical Plan
   a. Replace sheet E01.0 with the attached Addendum 1 sheet E01.0.
   b. Description of changes: Revised site routing for fire alarm conduits.

B. Sheet T1.0 Technology Site Plan
   a. Replace sheet T1.0 with the attached Addendum 1 sheet T1.0.
   b. Description of changes: Revised site routing for communication conduits.

Attachments:
Sheet E01.0
Sheet T1.0

Reason: District requested changes

Distribution:
Bidders
Owner
Inspector

CB:cb
O:\2023\2023-40122 ARUSD Portables\Adelante Academy\04-Bidding\02-Addenda\2023-40122 Addendum 01.docx

ARCHITECTS

Project: Aptitud Academy New Portable Classroom Addition
Alum Rock Union School District

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

Architect: SVA Architects, Inc.
2030 Franklin St., Suite 210, Oakland, CA 94612

ADDENDUM 1

Revision: 10/17/2023

Note: The following revisions and clarifications to the Contract Documents (plans and specifications) shall become a part of the Contract Documents. All bidders are required to incorporate all necessary changes, additions, or deductions into their proposals.

1. ELECTRICAL

A. Sheet E01.0 Site Electrical Plan
   a. Replace sheet E01.0 with the attached Addendum 1 sheet E01.0.
   b. Description of changes:
      i. Added conductor information to fire alarm conduit.
      ii. Relocated new fire alarm VECP and remote microphone to admin building.
      iii. Added Plan Notes 6 & 7.

B. Sheet FA0.1 Fire Alarm Information
   a. Replace sheet FA0.1 with the attached Addendum 1 sheet FA0.1.
   b. Description of changes:
      i. Revised Fire Alarm Symbol List.

C. Sheet FA0.3 Fire Alarm Riser Diagram
   a. Replace sheet FA0.3 with the attached Addendum 1 sheet FA0.3.
   b. Description of changes:
      i. Revised Fire Alarm Battery Calculations and Voltage Drop Calculations.
      ii. Revised Riser Diagram to show new wiring length, remote microphone and routing of initiating devices back to existing FACP.
      iii. Added Plan Note #12.

D. Sheet FA1.1 Fire Alarm Plan
   a. Replace sheet FA1.1 with the attached Addendum 1 sheet FA1.1.
   b. Description of changes:
      i. Removed VECP from portable and revised routing of fire alarm conduits.
      ii. Provided conductor and conduit information.

Attachments:
Sheet E01.0
Sheet FA0.1
Sheet FA0.3
Sheet FA1.1

Reason: District requested changes

Distribution:
Bidders
Owner
Inspector

CB:cb
O:\2023\2023-40122 ARUSD Portables\Aptitud Academy\04-Bidding\02-Addenda\2023-40122 Aptitud Addendum 01.docx

ALUM ROCK
UNION ELEMENTARY SCHOOL DISTRICT
2930 Gay Avenue, San José, CA 95127 · Phone: 408-928-6800 · Fax: 408-928-6416 · www.arusd.org

ADDENDUM 2 FOR RFQ/RFP NO. BONDS06

PORTABLE SITEWORK AT ADELANTE AND APTITUD

Please find attached Addendum's from SVA. Please note that SVA calls out its Addendum as Addendum 1 however these are to be considered Addendum 2 for this project.

PRE-BID QUESTIONS:

Q. Is temporary fencing included or already provided?

A. No, contractor to provide, install and maintain temporary fencing around the working areas.

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

Company Name: BoSCo Co

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

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: October 30, 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: November 9, 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: November 9, 2023

School	Field Trip Event	City, and County	Date	Grade	# of classes	Budget (coding)	Purpose: (academic standard the trip supports)
Adelante I	`Monterey Bay Aquarium	Monterey	11/30/2023	2nd	3	PTA	Visit the Aquarium to learn about marine animal habitats and make observations about how animals could survive in the wild.
Ryan	CA Academy of Science	San Francisco	12/04/2023	3rd	2	060-3010-0-5808-00-1110-4000-000000-100-1190	To observe different exhibits, expand their learning, ask and answer questions, make connections and have a learning experience that is meaningful.
Aptitud	CA Academy of Science	San Francisco	12/15/2023	6/8	4	060-3010-0-5835-00-1110-1000-000000-120-1190	Students can deep[en their knowledge in science by engaging in hands-on activities.
Aptitud	**Walden West**	**Saratoga**	**12/18/2023-12/21/2023**	**5th**	**2**	**060-3010-0-5835-00-1110-1000-000000-120-1190**	**Students will be attending science camp for 3 nights and 4 days to receive hands-on science experience**
Russo/McEntee	Año Nuevo State Beach	Pescadero	02/12/2023	4th	1	060-9010-0-5835-00-1100-1000-000000-320-2320	Observe elephant seals during breeding season.
Russo/McEntee	Año Nuevo State Beach	Pescadero, CA	02/16/2023	4th	1	060-9010-0-5835-00-1100-1000-000000-320-2320	Observe elephant seals during breeding season.

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: October 31, 2023

Subject: **Learning Communities for School Success Program Award Apportionment Amount 2023-2026**

Staff Analysis: The Alum Rock Union School District is presenting to the Board of Trustees grant/award notification from the Learning Communities for School Success Program (LCSSP), Cohort 7, in the amount of $1,170,750.00. The award start date is November 2023 through December 31, 2026. The Learning Communities for School Success Program (LCSSP) provides funds to local education agencies (LEAs) to support programs aimed at improving student outcomes by reducing truancy and supporting students who are at risk of dropping out of school or are victims of crime.

Recommendation: Information Only

Submitted by: Annya R. Artigas, Ed.D. Title: Director of Social Emotional Learning

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

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

Information Only

7.02

Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

California DEPARTMENT OF EDUCATION

Funding Results

Learning Communities for School Success Program

Note: Recipients and funding amounts are subject to budget and administrative adjustments.

Proposed fiscal year 2023-24 funding results for the Learning Communities for School Success Program (LCSSP) Cohort 7.

Program Questions: Teri Alves, email: LCSSP@cde.ca.gov

Fiscal Questions: Tonika Washington, email: LCSSP@cde.ca.gov, phone: 916-445-1710

CDS Code	County Name	Local Education Agency	PCA	Service Location Field	Suffix	Total
01612590000000	Alameda	Oakland Unified School District	25366	61259	L7	$ 1,997,563
04615070000000	Butte	Oroville City Elementary School District	25366	61507	L7	$ 392,250
08618200000000	Del Norte	Del Norte County Unified School District	25366	61820	L7	$ 525,150
12101240000000	Humboldt	Humboldt County Office of Education	25366	10124	L7	$ 787,650
12755150000000	Humboldt	Eureka City Schools	25366	75515	L7	$ 564,150

13630730000000	Imperial	Brawley Elementary School District	25366	63073	L7	$ 574,500
13631230000000	Imperial	El Centro Elementary School District	25366	63123	L7	$ 768,300
14101400117994	Inyo	YouthBuild Charter School of California	25366	10140	L7	$ 75,000
17640140000000	Lake County	Lake County Office of Education	25366	64014	L7	$ 1,450,800
19646670000000	Los Angeles	Lancaster School District	25366	64667	L7	$ 2,000,000
19647580000000	Los Angeles	Los Nietos School District	25366	64758	L7	$ 197,100
19757130000000	Los Angeles	Alhambra Unified School District	25366	75713	L7	$ 1,999,047
19101990000000	Los Angeles	Los Angeles County Office of Education	25366	10199	L7	$ 2,000,000
19753090134619	Los Angeles	Empower Generations	25366	C1836	L7	$ 30,000
19101990134361	Los Angeles	Russell Westbrook Why Not? Middle School	25366	C1818	L7	$ 48,306
23656150000000	Mendocino	Ukiah Unified School District	25366	65615	L7	$ 876,000
24657550000000	Merced	Los Banos Unified School District	25366	65755	L7	$ 1,620,000

32669690000000	Plumas	Plumas Unified School District	25366	66969	L7	$ 263,550
34674470000000	Sacramento	San Juan Unified School District	25366	67447	L7	$ 2,000,000
34674390000000	Sacramento	Sacramento City Unified School District	25366	67439	L7	$ 1,990,270
34765050000000	Sacramento	Twin Rivers Unified School District	25366	76505	L7	$ 1,275,485
37681630000000	San Diego	Julian Union Elementary School District	25366	68163	L7	$ 90,000
41889000000000	San Mateo	Cabrillo Unified School District	25366	88900	L7	$ 420,450
43693690000000	Santa Clara	Alum Rock Union Elementary School District	25366	69369	L7	$ 1,170,750
44697990000000	Santa Cruz / Monterey	Pajaro Valley Unified School District	25366	69799	L7	$ 2,000,000
51105120000000	Sutter	Sutter County Superintendent of Schools	25366	10512	L7	$ 772,800
Total						**$ 25,889,121**

Last Reviewed: Tuesday, October 17, 2023

7.03

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: October 10, 2023

Subject: California State Preschool Program (CSPP) Continued Funding Application for Fiscal Year 2024—2025.

Staff Analysis: Adoption of Resolution No. 18-23/24 to enter into this transaction with the California Department of Education (CDE) for the purpose of requesting Continued Funding, as required in annual application process for funds to provide early learning/childcare and development within Alum Rock Union Elementary School District for Fiscal Year 2024-2025. Alum Rock Union Elementary School District will continue to use CDE funds and provide preschool services in partnership with Think Together and Kidango.

Recommendation: **Staff recommends that the Board of Trustees approve Resolution No. 18-23/24 as submitted.**

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

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

To the Board of Trustees:

Meeting: November 9, 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: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

RESOLUTION NO. 18 -23/24

California State Preschool Programs (CSPP) Continued Funding Application Fiscal Year 2024-2025

WHEREAS, this resolution is adopted in order to certify the approval, acceptance and authorization of signature of the Governing Board to enter into this transaction with the California Department of Education for the purpose of applying for continued funding to provide early learning/childcare and development services for Fiscal Year 2024-25;

WHEREAS, current Fiscal Year 2023-2024 contract CSPP-3548 in the amount of $4,246,081.00 provides subsidized care for preschool programs located at Alum Rock Schools for families who meet eligibility criteria established by the California Department of Education;

WHEREAS, THINK Together and Kidango, in coordination with the Alum Rock Union Elementary School District, with continued funding in Fiscal Year 2024-2025 will continue to offer a comprehensive, licensed preschool programs at Adelante Dual Language Academy, 2999 Ridgemont Drive, San Jose California, 95127, Adelante Dual Language Academy II, 1970 Cinderella Lane, San Jose California, 95116, Ben Painter Elementary, 500 Rough and Ready Rd., San Jose California, 95133, Cesar Chavez Early Learning Center, 2000 Kammerer Ave., San Jose California, 95116 and Millard McCollam Elementary, 3311 Lucian Ave., San Jose California, 95127 ;

NOW, THEREFORE, BE IT RESOLVED, that the Governing Board of Alum Rock Union Elementary School District approves to apply for Fiscal Year 2024-2025 Continued Funding Application with the California Department of Education;

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

PASSED AND ADOPTED, this 9th day of November, 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 November 9, 2023.

_____ _____

Hilaria Bauer, Ph.D., Superintendent Date

California DEPARTMENT OF EDUCATION

Application

Fiscal Year 2024–25 CSPP Continued Funding

Early Education Division

Overview

Contractors holding a current California State Preschool Program (CSPP) contract, and if applicable a Prekindergarten and Family Literacy Support (CPKS) contract, who wish to be considered for continued funding for fiscal year (FY) 2024–25 must complete this application for continued funding. The FY 2024–25 Continued Funding Application (CFA) Overview and Instructions may be accessed on the CFA web page.

Contractors who apply for and are approved for continued funding do not need to sign a contract with the CDE to provide CSPP and CPKS services for FY 2024–25. Contracts will be automatically renewed in accordance with all applicable federal and state laws and Contract Terms and Conditions (CT&Cs). By signing this CFA, the contractor is indicating that it wishes to automatically renew its contract(s) for FY 2024–25 and accepts all of the terms and conditions of the 2024–25 CSPP contract, and if applicable the 2024–25 CPKS contract, which will be provided to the contractor no later than June 1, 2024.

Upon completion of this CFA, the California Department of Education (CDE) will review the application and may contact your agency seeking additional information. If the CFA is returned to the CDE in a timely manner but is not fully and accurately completed, funding for FY 2024–25, if approved, may be delayed.

Please also note that contractors have no vested right to a subsequent contract. Completion of this CFA does not guarantee a renewal of funding. If the CDE determines your agency will not be renewed for a subsequent contract year, you will be notified in writing no later than April 7, 2024, pursuant to the *California Code of Regulations*, Title 5 (5 *CCR*) Section 17828.

Contractors that wish to reject the terms of the FY 2024–25 CSPP and/or CPKS contract must provide the CDE with a written notice that the terms of the contract(s) are rejected by emailing EarlyEducationContracts@cde.ca.gov on or before June 30, 2024. The email should come from the Executive Director/Superintendent of the contracting entity or their authorized representative and state that the terms of the FY 2024–25 CSPP and, as applicable, the CPKS contract are rejected. Contractors providing such notice to the CDE of the rejection of the terms of the contract will not have a contract(s) in effect for FY 2024–25. Note that while contractors who currently receive CPKS funding may reject their 2024–25 CPKS contract, they cannot reject their 2024–25 CSPP contract and still receive funding under a CPKS contract since CPKS funding is tied to having a CSPP contract.

If a contractor wishes to terminate the contract for any reason during the FY 2024–25 contract term, the contractor shall notify the CDE of its intent to terminate the contract at least 90 calendar days in advance of contract termination and shall follow *CCR* 17795.

Instructions

Review the "Fiscal Year 2024–25 Continued Funding Application Overview and Instructions" document provided on the CFA web page for detailed instructions on how to complete each section of the CFA. All fields must be completed unless otherwise noted as optional. The application is structured into the following sections:

Section I: Contractor Information
Section II: Contract and Program Type
Section III: Contractor's Officers and Board of Directors Information
Section IV: Program Narrative
Section V: Subcontract Certification
Section VI: Contractor Certification
Section VII: CFA Checklist

Only a person with the legal authority to contractually bind the agency, or the contractor's "authorized representative" identified in the Board Resolution, may sign the CFA and related contractual documents on behalf of the agency. Please refer to the "Fiscal Year 2024–25 Continued Funding Application Overview and Instructions" and the template Board Resolution provided on the CFA web page**.**

If you do not complete the CFA in one session, you must select the **Save Responses** button located on the bottom of the screen. Once selected, you will be redirected to a new browser window to enter your email address. You will receive an email with a unique web address for entrance back into the CFA. It is recommended that you save the application web address. If you have any questions regarding the CFA, please contact CFA@cde.ca.gov.

Section I: Contractor Information

Contractor Legal Name:
Alum Rock Union Elementary School District

Contractor "Doing Business As" (DBA): *(Optional)*
Alum Rock Union Elementary School District

Headquartered County:
43 Santa Clara

Vendor Number:
6936

Executive Director Name:
Dr. Dianna J. Ballesteros

Executive Director Telephone Number: *(999-999-9999)*

408-928-7290

Executive Director Email Address:

dianna.ballesteros@arusd.org

Legal Business Address:

2930 Gay Avenue

City:

San Jose

Zip Code:

95127

Is Mailing Address different from Legal Business Address?

- (●) Yes
- ( ) No

Mailing Address:

2000 Kammerer Avenue

Mailing City:

San Jose

Mailing Zip Code:

95116

Name of Person Completing the CFA:

Dr. Dianna J. Ballesteros

Title of Person Completing the CFA:

Director of Early Learning

Contact Person Telephone Number: *(999-999-9999)*

408-928-7290

Contact Person Email Address:

dianna.ballesteros@arusd.org

Section II: Contract and Program Type

Part 1: Contract and Program Type

Check all applicable boxes indicating the programs the contractor intends to continue to administer for FY 2024–25. The contractor agrees to continue implementation of these programs with funds provided by the CDE.

Contract Type: *(select all that apply)*

- [x] CSPP
- [ ] CPKS

Does the CSPP operate a Family Childcare Home Education Network (FCHEEN)?

- ( ) Yes
- (•) No

ProgramType: *(Select all that apply. A completed Program Calendar (Form EED 9730) must be submitted. If the contractor operates both a full-day and a part-day program, a separate Program Calendar (Form EED 9730) must be uploaded for each.)*

- [x] Full-Day/Full-Year
- [ ] Part-Day/Part-Year
- [ ] Full-Day/Part-Year
- [x] Part-Day/Full-Year

Part 2: Projected Enrollment

Insert the number of subsidized children your agency expects to enroll with the CSPP contract for each county services are provided, as applicable.

How many counties does your agency operate in?

1

County 1 Information

Select the County Name:

43 Santa Clara

Number of Children to be Enrolled in Part-Day CSPP in County 1:	48
Number of Children to be Enrolled in Full-Day CSPP in County 1:	174
Total Number of Children to be Enrolled in County 1:	222

Total Number of CSPP Children to be Enrolled: *(Add the total from each county.)*

222

Section III: Contractor's Officers and Board of Directors Information

Does the contractor have a board of directors?

- (●) Yes
- ( ) No

How many officers and board members/governing individuals (i.e., owner, director, etc.) does your agency have? *(If there are more than 10, please complete this section and email CFA@cde.ca.gov with any additional members and their contact information.)*

5

Officer #1:

Officer 1 First Name:	Minh
Officer 1 Last Name:	Pham
Officer 1 Title:	President
Officer 1 Telephone Number: (*999-999-9999*)	408-928-6827
Officer 1 Mailing Address:	2930 Gay Avenue
Officer 1 Mailing City:	San Jose
Officer 1 Mailing Zip Code:	95127
Officer 1 Email Address:	minh.pham@arusd.org

Officer #2:

Officer 2 First Name:	Corina
Officer 2 Last Name:	Herrera-Loera
Officer 2 Title:	Vice-Pressident
Officer 2 Telephone Number (*999-999-9999*):	408-320-6290
Officer 2 Mailing Address:	2930 Gay Avenue
Officer 2 Mailing City:	San Jose
Officer 2 Mailing Zip Code:	95127
Officer 2 Email Address:	corina.herrera-loera@arusd.org

Officer #3:

Officer 3 First Name:	Andres
Officer 3 Last Name:	Quintero
Officer 3 Title:	Clerk
Officer 3 Telephone Number (*999-999-9999*):	408-550-9784
Officer 3 Mailing Address:	2930 Gay Avenue
Officer 3 Mailing City:	San Jose
Officer 3 Mailing Zip Code:	95127
Officer 3 Email Address:	andres.quintero@arusd.org

Officer #4:

Officer 4 First Name:	Andrea
Officer 4 Last Name:	Flores Shelton
Officer 4 Title:	Member
Officer 4 Telephone Number (*999-999-9999*):	408-928-6826
Officer 4 Mailing Address:	2930 Gay Avenue
Officer 4 Mailing City:	San Jose
Officer 4 Mailing Zip Code:	95127
Officer 4 Email Address:	andrea.floresshelton@arusd.org

Officer #5:

Officer 5 First Name:	Linda
Officer 5 Last Name:	Chavez
Officer 5 Title:	Member
Officer 5 Telephone Number (*999-999-9999*):	408-928-6825
Officer 5 Mailing Address:	2930 Gay Avenue
Officer 5 Mailing City:	San Jose
Officer 5 Mailing Zip Code:	95127
Officer 5 Email Address:	linda.chavez@arusd.org

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

- ○ Yes
- ◉ No

Section IV: Program Narrative

Does the contractor have program or minimum days of operation (MDO) changes?

- ◉ Yes
- ○ No

If the contractor does have program or MDO changes, please select the type(s) of change and complete the questions below. (Note: Making changes to the MDO does not change the contract Maximum Reimbursable Amount (MRA).

- ☑ Program change
- ☐ MDO change

Identify the program component(s) for which you are requesting a change.

Ben Painter Elementary add 24 children.

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

Services were provided through a pilot program.

Describe the proposed change(s), and how services will be improved if the change(s) is/are implemented.

Twenty-four (24) children will be served in a first Dual Immersion Vietnamese preschool in Alum Rock.

AGREEMENT: By signing this application electronically, I, the District Superintendent, or authorized designee, agree that my electronic signature is the legally binding equivalent to my handwritten signature.

- ◉ Yes
- ○ No

Printed Name of the Contractor's Authorized Representative:

Dr. Dianna J. Ballesteros

Title of the Contractor's Authorized Representative:

Director of Early Learning

Certification Date: *(MM/DD/YYYY)*

10/20/2023

Section V: Subcontract Certification

Subcontractor refers to a separate agency subcontracted to provide CSPP services in accordance with the provisions contained in the California Education Code, 5 CCR, and the CT&Cs.

Does the Contractor have subcontractors?

- ◉ Yes
- ○ No

Contractors who subcontract CSPP services must also submit a completed Subcontractor Information Form (EED-3704B). The form is available on the CFA web page.

I certify that the contractual arrangement(s) listed in the CFA are made in adherence to the required subcontract provisions contained in the California Education Code, 5 *CCR*, and the CT&Cs.

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

AGREEMENT: By signing this application electronically, I, the District Superintendent, or authorized designee, agree that my electronic signature is the legally binding equivalent to my handwritten signature.

- (●) Yes
- ( ) No

Printed Name of the Contractor's Authorized Representative:

Dr. Dianna J. Ballesteros

Title of the Contractor's Authorized Representative:

Director of Early Learning

Certification Date: (*MM/DD/YYYY*)

10/20/2023

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

408-928-7290

Authorized Representative's Email Address:

dianna.ballesteros@arusd.org

Section VI: Contractor Certification

Under penalty of perjury, I certify the following statements as true and correct to the best of my knowledge: *(Each box below must be selected in order to continue with the application.)*

- ☑ I have read and understand the staffing requirements for Program Director, Site Supervisor, and Teacher. All staff employed by the contractor for the provision of preschool services are fully qualified for their respective positions. The exception to this certification is a person employed as Program Director or Site Supervisor who possesses a current Staffing Qualifications Waiver approved by the Early Education Division.
- ☑ I am authorized by the contractor's Board of Directors or other governing authority to execute this CFA, signifying their intent to automatically renew the current CSPP contract, and CPKS contract if applicable, for FY 2024–25, under new terms and conditions to be established by the CDE, unless rejected in writing prior to the effective date of the new CSPP contract(s) on June 30, 2024.
- ☑ On behalf of the contractor and its governing authority, I understand that some information requested in this CFA is intended for use by CDE auditors in connection with future audit work and performance reviews and may not be used, reviewed, or considered by the CDE until after the contract has expired, if ever. Therefore, the contractor further understands that the information (and any underlying transactions) disclosed by this CFA shall not be considered properly noticed to the CDE, nor approved, accepted, or authorized by the CDE, even if the contractor's request for continued funding by the CDE is subsequently approved.
- ☑ The governing board members or persons with governing authority have been trained in understanding conflict of interest requirements associated with their positions on the board and have reported all known conflicts of interest.

As the authorized representative of the CSPP contractor named in this application, I certify that: *(Each box below must be selected in order to continue with the application.)*

- ☑ I have reviewed all of the information for my agency and, to the best of my knowledge, the information on the CDMIS website reflects accurate information for my agency as of the date this certification is signed.
- ☑ I understand my obligation as a CSPP contractor to ensure the accuracy of information in CDMIS on an ongoing basis and will update the information in CDMIS as needed throughout the contract period.

As the signer on this CFA I have supervisory authority over the CSPP and have actual, personal knowledge of the information provided in this CFA. I am familiar with and will ensure that the contractor complies with all applicable program statutes and regulations in effect for FY 2024-25, including but not limited to: *(Each box below must be selected in order to continue with the application.)*

- ☑ Subcontracting requirements, including competitive bidding, CDE approval, and audit requirements in 5 CCR.
- ☑ Prohibitions on conflicts of interests, including (i) the assurances required to establish that transactions with officers, directors and other related party transactions are conducted at arm's length, and (ii) employment limitations stated in EC.
- ☑ Cost reimbursement requirements, including reimbursable and non-reimbursable costs, documentation requirements, the provisions for determining the reimbursable amount and other provisions in 5 CCR, and accounting and reporting requirements in 5 CCR.
- ☑ Operational and programmatic requirements.
- ☑ Personnel requirements as stipulated in the California Education Code, 5 CCR; and the CT&Cs.

By signing this CFA, the contractor is indicating that it wishes to automatically renew the current contract for FY 2024–25 and, if approved, is willing to, and does accept, all terms and conditions of the CSPP contract, which will be provided to the contractor no later than June 1, 2024. The contractor may reject the FY 2024–25 contract by providing the CDE with a written notice of rejection no later than June 30, 2024. Contractors that wish to reject the terms of the FY 2024–25 contract must provide written notice that the terms of the contract are rejected by emailing EarlyEducationContracts@cde.ca.gov on or before June 30, 2024. The email should come from the Executive Director/Superintendent of the contracting entity or their authorized representative and state that the terms of the FY 2024–25 CSPP contract, and CPKS contract if applicable, are rejected.

Contractors providing such notice to the CDE of the rejection of the terms of the contract(s) will not have a contract(s) in effect for FY 2024–25. I understand that failure to timely reject the terms of the contract means that the contract may be automatically renewed for FY 2024-25 starting on July 1, 2024.

AGREEMENT: By signing this application electronically, I, the District Superintendent, or authorized designee, agree that my electronic signature is the legally binding equivalent to my handwritten signature.

- ◉ Yes
- ○ No

Printed Name of the Contractor's Authorized Representative:

Dr. Dianna J. Ballesteros

Title of the Contractor's Authorized Representative:

Director of Early Learning

Certification Date: (*MM/DD/YYYY*)

10/20/2023

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

408-928-7290

Authorized Representative's Email Address:

dianna.ballesteros@arusd.org

Section VII – CFA Checklist

Is the Contractor a public or non-public agency? *(The State Administrative Manual defines a **public agency** as any state agency, city, county, special district, school district, community college district, county superintendent of schools, or federal agency. A charter school is also a public agency. Any agency that does not meet these criteria is considered a "**non-public agency**.")*

- ◉ Public Agency
- ○ Non-Public Agency

Is the Contractor a community college or community college district in California? *(Community colleges and community college districts appear in the California Community Colleges Chancellor's Office Directory.)*

- ○ Yes
- ◉ No

Is the Contractor a local education agency (LEA)? *(An LEA is a local entity involved in education including but not limited to school districts, county offices of education, direct-funded charter schools, and special education local plan areas. LEAs appear in the California School Directory.)*

- ◉ Yes
- ○ No

All forms and documentation listed below must be completed and attached to this application when submitting the CFA. Download, complete, and save each required attachment, as applicable, from the CFA web page. Before uploading your completed attachments, they must be saved on your computer in a compressed (zipped) folder.

Instructions for saving all attachments in a compressed (zipped) folder:

Save all completed attachments in one folder on your computer. Name each document with your Vendor ID Number followed by the title of the document, for example "12345 - STD 204," "12345 - Board Resolution," etc.

Name the folder containing all attachments with your Vendor ID Number followed by "CFA Attachments," for example "12345 - CFA Attachments."

Right click on the folder, hover your cursor over the "Send to" option, then select "Compressed (zipped) folder." (Mac users may instead select all the documents within the folder, right click, and select "Compress X items" where X is the number of items selected.) The compressed folder will appear in the same location as the original folder. The compressed folder name will end with ".zip."

Check each box below to confirm the required item is completed and included in your zipped file:

Full-Day Calendar (Form EED 9730). Required for contractors who indicated a Full-Day program type in Section II.

☑ *Included*

Part-Day Calendar (Form EED 9730). Required for contractors who indicated a Part-Day program type in Section II.

☑ *Included*

California Civil Rights Laws Certification (CO-005). Required for all contractors.

☑ *Included*

Contractor Certification Clauses (CCC). Required for all contractors.

☑ *Included*

Federal Certification (CO.8). Required for all contractors.

☑ *Included*

CDMIS Agency Information Certification. Required for all contractors. (Review all information in CDMIS, update any outdated or incorrect information, and generate the Agency Information Certification form. Log on to the CDMIS and follow the steps outlined in the FY 2024–25 CFA Instructions.)

☑ *Included*

Verification of Local Education Agency Name and Address. Required for all LEAs. (Provide the information page printed from California School Directory web page or California Community College Chancellor's Office web page, as applicable).

☑ *Included*

Form EED 3704B: Subcontract Certification. Required for contractors who indicated the use of subcontractors in Section V.

☑ *Included*

Public Agency's Board Resolution or Minutes authorizing signature authority. Required for all Public Agencies. (If the contractor is a County Office of Education, Resolution is not required only IF the CFA is signed by the County Superintendent).

☑ *Included*

☐ *Not Applicable*

If applicable: Application for License Exemption. Applicable only for LEAs choosing to apply to be exempt from licensure pursuant to Health & Safety Code (H&SC) Section 1596.792(o).

☐ *Included*

☑ *Not Applicable*

Upload the .zip file containing all required attachments. To upload the file, click the icon below, select the .zip folder saved on your computer, and click "upload." When the file has uploaded successfully a unique ID will appear in the box below.

ref:0000000097:Q87

Submitting the CFA

Note: Print a copy of your completed CFA for your records before submitting it. By selecting the **Print** button below, you will be redirected to a new browser window to print and/or save the form. After selecting the Print button, **you must return to the previous browser window to submit your CFA to the CDE.**

Once you select the **Submit** button below, your CFA will be sent to the CDE and you will be redirected to the CDE CFA web page. An automatically generated email will be sent to the email address(es) provided on your CFA. Please check your email account's spam folder if you do not receive a confirmation email to your inbox. The user who signed the CFA must follow up on submission by sending an email to CFA@cde.ca.gov to certify that the application is complete. Detailed instructions are contained in the confirmation email you will receive and in the FY 2024-25 CFA Instructions.

8.01

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

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

Staff Analysis:

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

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

To the Board of Trustees:
Information Only

Meeting : November 9, 2023
Regular Board Meeting

8.01
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

November 9, 2023

CLASSIFIED RESIGNATIONS:

I. **Resignations:**

1.	Krishnamurthy, Vidya	Office Assistant III/Payroll	10/30/2023

8.02

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: **Certificated Substitute Pay Rates Effective November 9, 2023.**

Staff Analysis:

District administration has revised the daily rates for Certificated Teacher Substitutes.

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

To the Board of Trustees:
Recommend Approval

Meeting: November 9, 2023
Regular Board Meeting

8.02
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
Certificated Substitute Pay Rates

Substitute Teacher:

Regular Daily Rate	**$214** – Elementary; **$268** – Middle
Long Term Daily Rate (works 15 consecutive days; retroactive to Day 1)	**$235** – Elementary; **$268** – Middle
Retiree Daily Rate	**$321** – Middle & Elementary
Residential Sub Daily Rate	**$321** – Middle & Elementary
Daily Rate for Monday, Friday, and the day before/after a non-school day	**$305** – Middle & Elementary

Substitute Administrator:

Regular Daily Rate	**$500**
Long Term Daily Rate	**$600** – works 5 consecutive days
Special Projects Rate	**$700**

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT 9.01
2930 Gay Avenue, San Jose, CA 95127

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: October 23, 2023

Subject: **After School Music Academy**

Staff Analysis: After School Music Academy will provide an enrichment program including Music, Martial Arts and Hip Hop Dance to our middle school, after school classes during the 23-24 school year for a total of 20 weeks. Classes will consist of 2 hours of instruction in 2 cycles at all middle school sites.

Recommendation: Staff recommends the Board of Trustees approve the contract with After School Music Academy for the 2023-2024 School Year. Cost of contract $178,500.00

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

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

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

Recommend Approval

9.01
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

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

Submitted by: Sandra Garcia

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

   Name of Individual/Company: After School Music Academy

   Address: 128 Arlene Dr. City: Walnut Creek State: CA Zip: 94595

   Phone: (415) 236-0450 Email Address: info@afterschoolmusicacademy.org

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

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date November 13, 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:

   After School Music Academy will provide an enrichment program including Music, Martial Arts and Hip Hop Dance to our middle school, after school classes during the 23-24 school year for a total of 20 weeks. Classes will consist of 2 hours of instruction in 2 cycles at all middle school sites.

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:** $ 178,500.00 (describe rate agreement) Middle School sites: George MS, Ocala MS, Renaissance@Fischer, Renaissance@Mathson and Sheppard MS.

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
060	2600	0	5815	00	1110	1000	020200	360	7392	$178,500.00	

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

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

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

After School Music Academy
David Chiorini
Phone: 415-236-0450
Website: afterschoolmusicacademy.com

Alum Rock Unified School District

Scope of work

Description of Services

After School Music Academy will provide Music, Martial Arts and Hip Hop Dance to middle schools during the 23-24 school year for a total of 20 weeks. Classes will consist of 2 hours of instruction (2 60-minute classes) plus 15 minutes of set up and 15 minutes of break down and will be taught at George Middle School, Ocala Middle School, Renaissance at Fischer, Renaissance at Mathson and Sheppard Middle school from November 13th 2023 to June 6th 2024.

Ukulele Group

The ukulele is an excellent starter instrument for every student learning music for the first time. It's relatively simple to learn, easy to hold, inexpensive, and timeless! In this ensemble, we will jump into the fun stuff and learn how to play music on the ukulele. By the end of the course, students will know a few chord positions, will have learned a few songs, and will be able to sing along.

Drum Circle

Students learn the fundamentals of percussion, rhythm, and distinguishing tones in this lively and interactive class. This is a great starter course for any student getting familiar with a musical instrument. Great for kids of all ages!

Piano Ensemble

Piano ensemble is a wonderful foundational class that prepares students for more serious private study. We teach core keyboard skills: hand position, note reading, chord vocabulary, posture, rhythm, and theory while rehearsing a repertoire of rock, pop, and classical songs. This isn't your average piano class!

Rock Band

Rock Band students are inspired to learn, excel, and become confident in the performance arts. Bands are open to musicians that play guitar, electric bass, drums, keyboards, and vocals. Bands work with our talented faculty to learn and play songs by a variety of contemporary and classic bands. Student suggestions and inspiration are always welcome! Rock Band students should already be proficient with at least one year of experience on their instrument of choice.

Martial Arts

Our martial arts classes focus on developing coordination, self-control, balance, flexibility, strength, stamina and discipline in a safe, supportive and non-competitive atmosphere. This unique program of fitness, fun and self-development will teach students all of the key traits necessary to succeed in life! Our objective is to encourage both physical and mental resilience and to expand students' aptitude to face challenges. Our class is designed for students with little to no martial arts experience, but all experience levels are welcome! Students should wear comfortable clothes that allow for movement.

Hip Hop Dance

Dance uplifts, unites, and empowers. It also provides an opportunity for students to move their bodies in a coordinated way, gain bodily awareness, work on balance, and develop confidence and social skills.

Moving in a group is an important aspect of dance and includes instruction on how to move in unison and independently. Our hip-hop dance class is a student favorite and includes contemporary, energetic beats to keep them on their feet and burning off restless energy from the day! Students should wear comfortable clothes that allow movement.

Cost and Duration of Job

	Hours/class	Hours/week	Setup/PtoP (30 minutes/class)	Total/week	Total Weeks	Total Hours	Total Cost($210/hour)
Site 1	2	8	2	10	20	200	$42,000.00
Site 2	2	8	2	10	20	200	$42,000.00
Site 3	2	6	1.5	7.5	20	150	$31,500.00
Site 4	2	6	1.5	7.5	20	150	$31,500.00
Site 5	2	6	1.5	7.5	20	150	$31,500.00
						Total	$178,500.00

Terms and Conditions

Payment for aforementioned after school programming is due 30 days after an invoice has been sent.

An option for paying 50% at the beginning of service and 50% after completion is available.

- We require a minimum of 24 hours notice for unplanned class cancellations.
- We require a minimum of 7 days notice for planned cancellations (ie field trips, etc.)
- We require 2 weeks notice for final scheduling confirmation of classes to properly align our instructors and our equipment. 4 weeks is ideal.
- If a student of concern is a danger to our instructor, themself and/or other students, or other personnel, it is the school/district's responsibility to implement an appropriate behavior protocol.
- If performances fall outside of the regular scheduled class times (ie on a weekend), we require a minimum of 2hrs of booking per instructor.

After School Music Academy	**Alum Rock Unified School District**
Signature: David Chiorini	Signature:
Name: David Chiorini	Name: Hilaria Bauer, Ph.D.
Title: Owner	Title: Superintendent
Date: 10/11/23	Date:

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

9.02

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

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

Subject: **Assessment Resources Inc.**

Staff Analysis: Assessment Resources, Inc. will conduct psycho-educational evaluations for students requiring initial or triennial evaluations at several sites within Alum Rock Union School District. Due to the shortage of one school psychologist, it is necessary to contract out these services with Assessment Resources.

Recommendation: Staff recommends that the Board of Trustees approve the contract with Assessment Resources Inc. for the 2023-2024 school year. The cost of this contract is $150,000.

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: November 9, 2023
Regular Board Meeting

Recommend Approval

9.02
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

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

Submitted by: Anthony Colonna, Director Special Education

☑ **Independent Contract** ☐ **MOU**

☐ Master Contract

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

Name of Individual/Company: Assessment Resources, Inc.

Address: 156 Doyle St City: Santa Cruz State: CA Zip: 95062

Phone: (831) 431-0181 Email Address: abaker@ari-evals.com

SSN: _____ or Fed I.D. #: 82-0940822

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on November 10, 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").

Assessment Resources, Inc. will conduct psycho-educational evaluations for students requiring initial or triennial evaluations at several sites within Alum Rock Union School District. Due to the shortage of one school psychologist, it is necessary to contract out these services with Assessment Resources.

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:** $3,700/per _____ per hour/day of service as may be requested by ARUESD, not to exceed a maximum of _____ hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.

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

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
080	6500	0	5815	00	5750	1120	000000	380	1820	150,000	

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

DocuSign Envelope ID: B432343A-483A-4DC0-903A-D2467F046776

Assessment Resources Inc.

Excellence | Collaboration | Efficiency

To: Alum Rock Union School District 10/20/23

From: Assessment Resources Incorporated, Alisa 'Cai' Baker Ph.D., President

Regarding: Scope of Work Written Proposal

Assessment Resources Incorporated will provide contracted school psychology services/psychoeducational assessments to Alum Rock Union School District during the 2023-24 school year.

Per assessment fee is $3700.00. Assessment fee includes written report and IEP attendance.

DocuSigned by:
Alisa 'Cai' Baker
DEB5BA32CD8E4CB...

Alisa 'Cai' Baker Ph.D.

Certified School Psychologist

Licensed Psychologist (CA. #21588)

Alisa 'Cai' Baker, Ph.D., Licensed Psychologist CA. # 21588

abaker@ari-evals.com
(831) 431-0181

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

10.01

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

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

Subject: **Pine Hill School**

Staff Analysis: Pine Hill School 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 into Alum Rock boundary and is attending Pine Hill. 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 Pine Hill for the 2023-2024 school year for $56,412 for a total cost of $111,468.

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: November 9, 2023
Regular Board Meeting

Recommend Approval

10.01
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

PURCHASE ORDER / CONTRACT CHANGE ORDER (POCO)

P.O. No. _____ Contract No. 247093 Contract Original Amount: $55,056

Vendor Name: Pine Hill School Vendor No. 12952

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	$55,056.00
Change Order #: 1	$+56,412.00
Change Order #: _____	$_____
Change Order #: _____	$_____
New Contract Total (including Change Orders)	$111,468.00

Line #	FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SUB-OBJ 00	GOAL XXXX	FCTN XXXX	COST-CNTR 000000	LOC XXX	PROG XXXX	$AMOUNT	BUS OFC
1	080	6500	0	5100	00	5750	1120	000000	380	1820	+56,412	

Reason for Adjustment:

Student moved into Alum Rock boundary and is attending Pine Hill School.

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 SCHOOL/AGENCY SERVICES

(Education Code Sections 56365 et seq.)

This agreement is effective on 09/18/2023, 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 School District

ADDRESS OF LOCAL EDUCATION AGENCY ("LEA"): 2930 Gay Ave, San Jose, CA 95127

NAME OF NONPUBLIC SCHOOL/AGENCY ("NPS/NPA"): Pine Hill School

ADDRESS OF NONPUBLIC SCHOOL/AGENCY ("NPS/NPA"): 1325 Bouret Dr. San Jose, CA 95118

PUPIL NAME _____ _____ _____ GENDER: M
(Last) (First) (Middle)

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 07/01/2023.

2. CONTRACTOR will provide written progress reports to the Office of Special Education before (***insert quarterly dates here***):
   10/13/23, 01/12/24, 03/15/24, 06/07/24

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) (Middle)

A. BASIC EDUCATION PROGRAM (Applies to NPS only)

Number of Days 171 x Per Diem $ 296 = TOTAL BASIC EDUCATION COSTS (A) $ 50,616
(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. Adapted PE										
2. Aide Support										
3. Counseling		9/18/23 - 6/30/24	9/18/2023	30 min/wk	$152					$2,736
4. OT										
5. PT										
6. Speech/Language		9/18/23 - 6/30/24	9/18/2023	30 min/wk	$170					$3,060
7. Transportation										
8. Other										
8. Other										
9. Other										
10. Other										

MAXIMUM TOTAL RELATED SERVICES COST (B) $ 5,796
MAXIMUM TOTAL BASIC EDUCATION AND RELATED SERVICES COSTS (A+B) $ 56,412.00

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 Sep 18 2023 and terminates at 5:00 p.m. on June 30 2024 unless sooner terminated as provided herein.

LEA

_____
(Signature)

Hilaria Bauer, Ph.D.
(Type or Print Name)

Alum Rock Union School District
(Name of LEA)

2930 Gay Ave
(Mailing Address)

San Jose, CA 95127
(City, State, Zip Code)

CONTRACTOR

TBevington
(Signature)

Tara Bevington
(Type or Print Name)

Pine Hill School
(Name of NPS/NPA)

1325 Bouret Drive
(Mailing Address)

San Jose, CA 95118
(City, State, Zip Code)

11.01

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

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

September 7, 2023, Special Board Meeting
September 14, 2023, Regular Board Meeting
October 12, 2023, Regular Board Meeting

ACTION

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

To the Board of Trustees: Meeting: November 9, 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: _____

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

MINUTES OF A SPECIAL BOARD MEETING
BOARD OF TRUSTEES
of the Alum Rock Union School District
Held on Thursday, September 7, 2023, 6:30 p.m. at the Alum Rock Union School Board Members and Superintendent participated participated at 2930 Gay Avenue San Jose, CA 95127
Meeting #07-23/24

1. OPEN SESSION

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

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

Board Members Present:

Minh Pham	President
Corina Herrera-Loera	Vice-President
Andrés Quintero	Clerk
Linda Chavez	Member
Andrea Flores Shelton	Member

Administrative and Support Staff Members Present:

Dr. Hilaria Bauer	Superintendent
Barbara Campbell	Assistant Superintendent, Instructional Services
Kolvira Chheng	Assistant Superintendent, Business Services
Cesar Torrico	Assistant Superintendent, Human Resources
Maribel Carrillo	Sr. Executive Assistant, Superintendent's Office

1. OPEN SESSION *(continued)*

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

President Minh Pham said there was a quorum.

2. Governance Study Session

2.01 Long Range Facilities Plan

Assistant Superintendent Chheng gave a brief introduction of the Long Range Facilties Plan.

Andrea Pippin from LEED Green Associate gave a PowerPoint presentation regarding the Long Range Facilities Plan.

Process Summary

- Steering Committee
- Facility Development Committee
- Design Guidelines Committee
- Design Guidelines Focus Groups
- School Site Committees
- Student Workshops
- Townhall Meetings
- Community Survey
- Student Survey

The Board had a discussion.

3. Adjournment

3.01 President Adjourns the Meeting

President Minh Pham adjourned the meeting at 8:48 p.m.

Respectfully submitted,

_____

Clerk Andrés Quintero
Board Clerk

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

MINUTES OF A REGULAR MEETING OF THE BOARD OF TRUSTEES
of the Alum Rock Union School District
Held on Thursday, September 14, 2023, 5:30 p.m. at the Alum Rock Union School Board Members and Superintendent participated at 2930 Gay Avenue San Jose, CA 95127
Meeting #06-23/24

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
Andrés Quintero	Clerk
Linda Chavez	Member
Andrea Flores Shelton	Member

Administrative and Support Staff Members Present:

Dr. Hilaria Bauer	Superintendent (*Absent*)
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

MOTION #01-06 by Clerk Andrés Quintero to approve the agenda with the modification. MOTION #01-06 was seconded by Member Linda Chavez.

MOTION #01-06 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

2. Public Members Who Wish To Address The Board

2.01 Requests to Address the Board

Public Comment:

1) Danelle DeAmboroso said this was her twenty-third year at the district. She wants a fair salary schedule for teachers.

2) Shawn Swiss said he is a teacher at Dorsa. He said he wants a raise for teachers.

3) Maestra Diaz said she is a teacher at Adelante I. She asked the Board to settle a fair contract.

3. Special Presentation

3.01 Anti Bullying Presentation

Director Imee Almazan, Coordinator Jesus Araujo, and Director Annya Artigas gave a PowerPoint presentation regarding anti-bullying.

4. Comments and Communications

4.01 Teamsters

There was no representative from Teamsters.

4. Comments and Communications *(continued)*

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 asked if the next time President Minh Pham goes to visit the school sites she would like to join him. She mentioned AREA will be setting up a table at the Back to District Night. She said the district needs to retain highly qualified teachers.

4.04 Alum Rock Administrator's Association (ARAA)

Principal Silvia Carrillo gave an overview of what is occurring at the school sites.

4.05 Superintendent

Assistant Superintendent Chheng said he hoped that Superintendent Bauer would feel better and return as soon as she is able to.

4.06 Board of Trustees/Communications/Comments

Member Linda Chavez said she would like to know the Parent's Learners Program's overall success.

Member Andrea Flores Shelton said she wants the community to know that all children are welcome in the district. She invited the community to attend the Community Summit which will be happening on September 23rd at Independence High School.

Clerk Andrés Quintero said he attended the Southbay Labor Council's BBQ. He said he also had the opportunity to visit the school sites with President Pham and Superintendent Bauer.

Vice-President Corina Herrera-Loera highlighted the work that has been done in the Long Range Facilities Plan. She mentioned she was excited about the work that will be done in the Workforce Housing Facility Plan.

President Minh Pham said he has a commitment to have safe and welcoming schools here in the district. He mentioned he has kicked off the third annual tour of the school sites.

5. Public Hearing

5.01 Public Hearing Regarding Sufficiency of Instructional Materials.

President Minh Pham opened the public hearing at 6:37pm.

President Minh Pham closed the public hearing at 6:38pm.

6. Bonds

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

Public Comment:

1) Danelle DeAmbrocio said it was a great presentation. She said the proposed rents were high.

2) Sandra Rivera said Alum Rock has hired fifty new teachers and there will be no housing for the teachers.

MOTION #02-06 by Clerk Andrés Quintero to accept and approve the Feasibility Studies and select the Renaissance at Masthson site to move forward.MOTION #02-06 was seconded by Vice-President Corina Herrera-Loera.

MOTION #02-06 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

MOTION #03-06 Clerk Andrés Quintero to reopen the agenda and add items 6.02, 6.03,6.04, 6.05, 6.06, 6.07, 6.08, 6.09, 7.01, 7.02, 8.03 and 9.01 to the consent calendar. MOTION #03-06 was seconded by Vice-President Corina Herrera-Loera.

MOTION #03-06 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

7. Instructional Services

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

MOTION #04-06 by Member Linda Chavez to approve Action Item 7.03 as presented. MOTION #04-06 was seconded by Clerk Andrés Quintero.

MOTION #04-06 carried* with a *vote of 4 in favor; no opposition; one absent (Member Andrea Flores Shelton); and no abstention.

7. Instructional Services *(continued)*

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

MOTION #05-06 by Member Linda Chavez to approve Action Item 7.04 as presented. MOTION #05-06 was seconded by Vice-President Corina Herrera-Loera.

MOTION #05-06 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

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.

MOTION #06-06 by Clerk Andrés Quintero to approve Action Item 7.05 as presented. MOTION #06-06 was seconded by Member Linda Chavez.

MOTION #06-06 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

7.06 California Department of Education (CDE) Amendment 02 Local Agreement of 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

8.01 Approve Request for Approval of RFP#2023-CNS05 Meat Products for 2022-2023 School Year.

MOTION #07-06 by Member Linda Chavez to approve Action Item 8.01 as presented. MOTION #07-06 was seconded by Clerk Andrés Quintero.

MOTION #07-06 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

8. **Business Services** *(continued)*

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

MOTION #08-06 by Vice-President Corina Herrera-Loera to approve Action Item 8.02 as presented. MOTION #08-06 was seconded by Clerk Andrés Quintero.

MOTION #08-06 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 The Creekside School for the 2023-2024 SY. This contract will provide individualized instruction and behavior support services to autistic and behaviorally disordered students.

MOTION #09-06 by Clerk Andrés Quintero to approve Action Item 10.01 as presented. MOTION #09-06 was seconded by Vice-President Corina Herrera-Loera.

MOTION #09-06 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

10.02 Approve the Contract with Community School of Music and Arts for the 2023-2024 SY. This contract will provide visual art classes (Arts4School Instruction) to K-8 students at 10 school sites (Adelante, AdelanteII, Aptitud, Cureton, Hubbard, Linda Vista, Lyndale, Meyer, Painter & Ryan).

MOTION #10-06 by Clerk Andrés Quintero to approve Action Item 10.02 as presented. MOTION #10-06 was seconded by Member Andrea Flores Shelton.

MOTION #10-06 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

10.03 Approve the Contract 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.

MOTION #11-06 by Vice-President Corina Herrera-Lorea to approve Action Item 10.03 as presented. MOTION #11-06 was seconded by Member Linda Chavez.

MOTION #11-06 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

10. Contracts Over $100,000 *(continued)*

10.04 Approve Contract with AON Risk Insurance Services West. This contract will provide insurance and brokerage management services, plus safety consultant services.

MOTION #12-06 by Vice-President Corina Herrera-Lorea to approve Action Item 10.04 as presented. MOTION #12-06 was seconded by Member Linda Chavez.

MOTION #12-06 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

11. Contracts Extension Over $100,000

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

MOTION #13-06 by Vice-President Corina Herrera-Lorea to approve Action Item 11.01 as presented. MOTION #13-06 was seconded by Member Andrea Flores Shelton.

MOTION #13-06 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

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.

MOTION #14-06 by Clerk Andrés Quintero to approve Action Item 11.02 as presented. MOTION #14-06 was seconded by Member Linda Chavez.

MOTION #14-06 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

11. Contracts Extension Over $100,000 *(continued)*

11.03 Approve the Contract Extension with AchieveKids for the 2023-2024 SY. This contract extension will provide a 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.

MOTION #15-06 by Member Linda Chavez to approve Action Item 11.03 as presented. MOTION #15-06 was seconded by Member Andrea Flores Shelton.

MOTION #15-06 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

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.

MOTION #16-06 by Vice-President Corina Herrera-Loera to approve Action Item 11.04 as presented. MOTION #16-06 was seconded by Member Andrea Flores Shelton.

MOTION #16-06 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, 12.05, 12.06, 12.07, 12.08, 12.09, 12.10, 12.11,12.12, 12.13, 12.14, 12.15, 12.16, 12.17, 6.02, 6.03,6.04, 6.05, 6.06, 6.07, 6.07, 6.08, 6.09, 7.01, 7.02, 8.03 and 9.01.***

- ***Agenda Item 12.01*** *Approve Board Meeting Minutes for the following dates: July 27, 2023, Special Board Meeting and August 10, 2023 Regular Board Meeting.*
- ***Agenda Item 12.02*** *Approve Acceptance of Donations.*
- ***Agenda Item 12.03*** *Approve Fundraising Activities.*
- ***Agenda Item 12.05*** *Approve the Santa Clara County Treasury Investment Portfolio Status.*
- ***Agenda Item 12.06*** *Approve Contracts for Professional Services – Firms/Organizations.*
- ***Agenda Item 12.07*** *Approve Bond Contracts/Extensions.*
- ***Agenda Item 12.08*** *Approve Memorandum(s) of Understanding.*
- ***Agenda Item 12.09*** *Approve the Application for Exemption from the Required Expenditures for Classroom Teachers' Salaries.*
- ***Agenda Item 12.10*** *Approve Resolution No. 08-23/24 Hispanic Heritage Month September 15-October 15, 2023.*
- ***Agenda Item 12.11*** *Approve Resolution No. 09-23/24 Character Education Month October, 2023.*
- ***Agenda Item 12.12*** *Approve Resolution No. 10-23/24 Digital Citizenship Week October 16-20, 2023.*
- ***Agenda Item 12.13*** *Approve Resolution No. 11-23/24 Week of the School Administrator October 8-14, 2023.*
- ***Agenda Item 12.14*** *Approve Resolution No. 12.23/24 Creating a College Culture.*
- ***Agenda Item 12.15*** *Approve Resolution No. 13-23/24 Inventory Disposal.*
- ***Agenda Item 12.16*** *Approve/Ratify Notices of Employment and Changes of Status/September 14, 2023.*
- ***Agenda Item 12.17*** *Current Enrollment.*
- ***Agenda Item 6.02*** *Approve Notice of Added Architectural Services for Additional Topgraphic Survey for Studio W in Conjuction with Bonds2223-Bonds7.*
- ***Agenda Item 6.03*** *Approve Notice of Architectural & Engineering Services for HVAC Upgrades Project at District Office RFP No. 2223-Bonds43 for JK Architecture Engineering.*
- ***Agenda Item 6.04*** *Approve Notice of Completion and Change Orders for Project B2223 Bond 23 ADA/DSA Accessibility Scopes of George, Linda Vista, and Adelante I- Selway Construction Inc.*
- ***Agenda Item 6.05*** *Approve Notice of Completion and Change Orders for Project B2223 Bond 24 ADA/DSA Accessibility Scopes Sheppard & San Antonio –Selway Constriction Inc.*
- ***Agenda Item 6.06*** *Approve Notice of Contact Agreement Extension for Architectural Services for Studio W.*

12. CONSENT CALENDAR *(continued)*

- ***Agenda Item 6.07*** *Approve Notice of Contact Agreement Extension for Consulting Services for PSS.*
- ***Agenda Item 6.08*** *Approve Notice of Contract Agreement Extension for Architectural Services for LPA, Inc.*
- ***Agenda Item 6.09*** *Approve Citizen's Bond Oversight Committee (CBOC)Appointment.*
- ***Agenda Item 7.01*** *Approve School Sponsored Field Trip List.*
- ***Agenda Item 7.02*** *Approve Resolution No. 15-23/24, Regarding Sufficiency or Insufficiency of Instructional Materials.*
- ***Agenda Item 8.03*** *Approve Resolution No. 14-23/24 GANN Limit Calculations.*
- ***Agenda Item 9.01****Approve Resignations.*

Member Andrea Flores Shelton asked to pull item 12.04.

MOTION #17-06 by Member Andrea Flores Shelton to approve Agenda 12.01, 12.02, 12.03, 12.05, 12.06, 12.07, 12.08, 12.09, 12.10, 12.11,12.12, 12.13, 12.14, 12.15, 12.16, 12.17, 6.02, 6.03,6.04, 6.05, 6.06, 6.07, 6.07, 6.08, 6.09, 7.01, 7.02, 8.03 and 9.01 as presented. MOTION #17-06 was seconded by Vice-President Corina Herrera-Loera.

MOTION #17-06 carried **with a** ***vote of 5 in favor; no opposition; no absent; and no abstention.***

12.04 Approve Acceptance of Vendor & Payroll Warrants.

MOTION #18-06 by Vice-President Corina Herrera-Loera to approve Action Item 12.04 as presented. MOTION #18-06 was seconded by Member Andrea Flores Shelton.

MOTION #18-06 carried **with a** ***vote of 5 in favor; no opposition; no absent; 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.

Assistant Superintendent Torrico reported the following actions:

By a vote of 5/0 Board approved a settlement agreement OAH#2023080123 the terms on nonpublic school placement are there is no nonpublic placement to name current placement compensation in the amount of $14,500.00 transportation and reimbursement 21/22 22/23 six thousand dollars in attorney fees this agreement will be available upon request.

Second settlement by a vote 5/0 OAH Case # 2023050596 terms of this agreement are compensation amount of $57,500.00 attorney fees in the amount of eight thousand staff training for child fund this is also available upon request.

Motion from Member Andrea Flores Shelton Second by Clerk Andrés Quintero Geinah Nierra unanimously approved to be our next Coordinator of Special Education.

Motion by Member Linda Chavez Second by Vice-President Corina Herrera-Loera Teresa DeCelles will be our new Director of Fiscal Services by a vote of 5/0.

Motion by Member Linda Chavez Second by Member Andrea Flores Shelton by a vote of 5/0 New Procurement Manager is Minh Tang.

Motion by Member Linda Chavez Second by Vice-President Corina Herrera-Loera on a vote of 5/0 Manager of Operations and Security Juan Mendoza.

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.

17. ADJOURNMENT

17.01 President Adjourns the Meeting

President Minh Pham adjourned the meeting at 11:37 p.m.

Respectfully submitted,

Andrés Quintero, Board Clerk
mc

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, October 12, 2023, 5:30 p.m. at the Alum Rock Union School
Board Members and Superintendent participated at 2930 Gay Avenue San Jose, CA 95127
Meeting #07-23/24

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 5:30 pm, followed by Roll Call.

Board Members Present:

Minh Pham	President	
Corina Herrera-Loera	Vice-President	
Andrés Quintero	Clerk	(*Absent*)
Linda Chavez	Member	
Andrea Flores Shelton	Member	(*Arrived late at 5:36pm*)

Administrative and Support Staff Members Present:

Dr. Hilaria Bauer	Superintendent
Barbara Campbell,	Assistant Superintendent, Instructional Services
Kolvira Chheng	Assistant Superintendent, Business Services
Cesar Torrico,	Assistant Superintendent, Human Resources
Maribel Carrillo	Sr. Executive Assistant, Superintendent's Office

1. OPEN SESSION *(continued)*

1.01 Call to order/Roll Call/Pledge of Allegiance

President Minh Pham said there was a quorum.

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

Superintendent Bauer asked to table item 5.01

President Minh Pham asked that the items be heard in the following order 8.01, 8.02, 8.03, 8.04, 8.05, and 8.06 after 2.01.

MOTION #01-07 by Member Linda Chavez to approve the agenda with the modification. MOTION #01-07 was seconded by Vice-President Corina Herrera-Loera.

MOTION #01-07 carried* with a *vote of 3 in favor; no opposition; two absent** (Clerk Andrés Quintero and Member Andrea Flores-Shelton)**; and no abstention.

2. Public Members Who Wish To Address The Board

2.01 Requests to Address the Board

Public Comment:

1) Female Speaker- asked what the Board was doing to protect teachers from harassment and if there was a plan in place.

2) Joel Herrera read a letter that Superintendent Bauer sent to parents from Adelante I.

8. Human Resources

8.01 Disclosure of major provisions of tentative agreement including costs to be incurred in current and subsequent fiscal years (Gov. Code section 3547.5); Approve and Ratify Tentative Agreement between the Alum Rock Union Elementary School District and AREA, for the period of July 1, 2023 – June 30, 2024.

Public Comment:

1) Sandra Rivera AREA President, said AREA was happy with the successful terms of the agreement.

8. Human Resources *(continued)*

MOTION #02-07 by Member Andrea Flores Shelton to approve Action Item 8.01 as presented. MOTION #02-07 was seconded by Vice-President Corina Herrera-Loera.

MOTION #02-07 carried* with a *vote of 3 in favor; one opposition (Member Linda Chavez); one absent (Clerk Andrés Quintero); and no abstention.

8.02 Disclosure of major provisions of tentative agreement including costs to be incurred in current and subsequent fiscal years (Gov. Code section 354.5); Approve and Ratify Tentative Agreement between the Alum Rock Union Elementary School District and CSEA Chapter #305, for the period of July 1, 2023 –June 30, 2026.

Public Comment:

1) Jess Serna thanked the unions for the work they did on the contract.

MOTION #03-07 by Vice-President Corina Herrera-Loera to approve Action Item 8.02 as presented. MOTION #03-07 was seconded by Member Andrea Flores Shelton.

MOTION #03-07 carried* with a *vote of 3 in favor; one opposition (Member Linda Chavez); one absent (Clerk Andrés Quintero); and no abstention.

8.03 Ratify 2.1% Salary Increase to Teamsters Bargaining Unit Members Pursuant to "me, too' Provision.

MOTION #04-07 by Member Andrea Flores Shelton to approve Action Item 8.03 as presented. MOTION #04-07 was seconded by Vice-President Corina Herrera-Loera.

MOTION #04-07 carried* with a *vote of 3 in favor; one opposition (Member Linda Chavez); one absent (Clerk Andrés Quintero); and no abstention.

8.04 Ratify 2.1% Salary Increase to CSEA Bargaining Unit Members Pursuant to "Me, too" Provision.

MOTION #05-07 by Member Andrea Flores Shelton to approve Action Item 8.04 as presented. MOTION #05-07 was seconded by Vice-President Corina Herrera-Loera.

MOTION #05-07 carried* with a *vote of 3 in favor; one opposition (Member Linda Chavez); one absent (Clerk Andrés Quintero); and no abstention.

8. Human Resources *(continued)*

8.05 Approve a 7.1% Increase to Salary Schedules and 2% One-Time Off-Schedule Payments for Certificated Management, Classified Management, Supervisory and Confidential Employees for 2022-2023 School Year.

MOTION #06-07 by Member Andrea Flores Shelton to approve Action Item 8.05 as presented. MOTION #06-07 was seconded by Vice-President Corina Herrera-Loera.

MOTION #06-07 carried* with a *vote of 3 in favor; one opposition (Member Linda Chavez); one absent (Clerk Andrés Quintero); and no abstention.

MOTION #07-07 by Member Linda Chavez to move item 8.06 after item 8.05. MOTION #07-07 was seconded by Vice-President Corina Herrera-Loera.

MOTION #07-07 carried* with a *vote of 4 in favor; no opposition; one absent (Clerk Andrés Quintero); and no abstention.

8.06 Approve Classified Substitute Pay Rates Effective 10-25-23.

MOTION #08-07 by Vice-President Corina Herrera-Loera to approve Action Item 8.06 as presented. MOTION #08-07 was seconded by Member Andrea Flores Shelton.

MOTION #08-07 carried* with a *vote of 3 in favor; one opposition (Member Linda Chavez); one absent (Clerk Andrés Quintero); and no abstention.

3. Special Presentation

3.01 Presentation: Highlights of the student field trip to Sacramento State Captial –California Native American Day Celebration and Indigenous People's Day.

Director Sandra Garcia, Coordinator Lupe Ruvalcaba, and Coordinator Equity Katie Wyatt gave a PowerPoint presentation regarding California Native American Day.

3.02 Presentation: Learning Communities for School Success Program (LCSSP).

Director Annya Artigas gave a PowerPoint presentation regarding LCSSP.

3.03 Approve the Long Range Facilities Plan.

Andrea Pippin, Education Planner with LPA and Mariana Lavezzo, Director of School Planning with LPA gave a PowerPoint presentation regarding the Long Range Facilities Plan.

3. Special Presentation *(continued)*

MOTION #09-07 by Vice-President Corina Herrera-Loera to approve Action Item 3.03 as presented. MOTION #09-07 was seconded by Member Linda Chavez.

MOTION #09-07 carried* with a *vote of 4 in favor; no opposition; one absent (Clerk Andrés Quintero); and no abstention.

4. Comments and Communications

4.01 Teamsters

Yadria Reyes thanked the negotiating team on behalf of Teamsters.

4.02 California School Employee's Association (CSEA)

President, Sharon Fontaine thanked the Board and Superintendent Bauer for their understanding of the situation she has been facing this past year. She thanked the Board for approving the contact with CSEA.

4.03 Alum Rock Educator's Association (AREA)

AREA President Sandra Rivera thanked the negotiating team for ratifying the contract. She said that 90% of the AREA members agreed with the contract. She thanked the Director of SEL Annya Artigas for doing a wonderful job in her department.

4.04 Alum Rock Administrator's Association (ARAA)

Principal Silvia Carrillo gave an overview of what is occurring at the school sites.

4.05 Superintendent

Superintendent Bauer wished the administrators a happy administrators week. She mentioned to the community that the Board and herself will always make decisions based on protecting children.

4.06 Board of Trustees/Communications/Comments

Member Linda Chavez said the district needs to make sure kids are safe. She said she she is here to protect kids.

Vice-President Corina Herrera-Loera mentioned the highlights for the month regarding the events she attended.

4. Comments and Communications *(continued)*

President Minh Pham shared with the community the events he attended this month.

6. Bonds

6.01 Approve Consulting Services by Project Support Services (PSS) for Additional Non-Certified Projects requiring certification as required by DSA.

Assistant Superintendent Chheng said there was a correction made to the contract the amount needs to be changed from $124,700.00 to $114,700.00.

MOTION #10-07 by Vice-President Corina Herrera-Loera to approve Action Item 6.01 as presented. MOTION #10-07 was seconded by Member Linda Chavez.

MOTION #10-07 carried* with a *vote of 4 in favor; no opposition; one absent (Clerk Andrés Quintero); and no abstention.

7. Instructional Services

7.01 Approve School Sponsored Field Trip List.

MOTION #11-07 by Vice-President Corina Herrera-Loera to approve Action Item 7.01 as presented. MOTION #11-07 was seconded by Member Linda Chavez.

MOTION #11-07 carried* with a *vote of 4 in favor; no opposition; one absent (Clerk Andrés Quintero); and no abstention.

7.02 Approve Quarterly Report on Williams Uniform Complaints.

MOTION #12-07 by Member Linda Chavez to approve Action Item 7.02 as presented. MOTION #12-07 was seconded by Member Andrea Flores Shelton.

MOTION #12-07 carried* with a *vote of 4 in favor; no opposition; one absent (Clerk Andrés Quintero); and no abstention.

8. Human Resources

8.01 Resignations

This item is information only.

9. Contracts Over $100,000

9.01 Approve the Contract with Kidango, Inc. for the 2023-2024 SY. This contract will provide a licensed California State Preschool Program at Cesar Chavez Early Learning Center and Preschool Center.

MOTION #13-07 by Vice-President Corina Herrera-Loera to approve Action Item 9.01 as presented. MOTION #13-07 was seconded by Member Andrea Flores Shelton.

MOTION #13-07 carried* with a *vote of 4 in favor; no opposition; one absent (Clerk Andrés Quintero); and no abstention.

10. CONSENT CALENDAR

President Minh Pham asked to pull item 10.05.

There was a consensus from the Board to combine and take action on ***Agenda Items 10.01, 10.02, 10.03, 10.06, 10.07, 10.08, 10.09, 10.10 and 10.11.***

- ***Agenda Item 10.01*** *Approve Acceptance of Donations.*
- ***Agenda Item 10.02*** *Approve Fundraising Activities.*
- ***Agenda Item 10.03*** *Approve Acceptance of Vendor & Payroll Warrants.*
- ***Agenda Item 10.04*** *Approve Bond Contracts/Extensions.*
- ***Agenda Item 10.06*** *Approve/Ratify Notices of Employment and Changes of Status/October 12, 2023.*
- ***Agenda Item 10.07*** *Approve Resolution No. 17-23/24 Inventory Disposal.*
- ***Agenda Item 10.08*** *Approve Memorandum(s) of Understanding.*
- ***Agenda Item 10.09*** *Approve Contracts for Professional Services – Firms/Organizations.*
- ***Agenda Item 10.10*** *Approve Out of State Travel, National Council for Teachers of Mathematics (NCTM), Washington, DC for Robyn Riedsta and Vivian Nguyen (Sheppard Middle School) Estimated cost $5,126.00.*
- ***Agenda Item 10.11*** *Current Enrollment.*

MOTION #14-07 by Vice-President Corina Herrera-Loera to approve Agenda *10.01, 10.02, 10.03, 10.06, 10.07, 10.08, 10.09, 10.10 and 10.11.*as presented. MOTION #14-07 was seconded by Member Linda Chavez.

MOTION #14-07 carried* with a *vote of 4 in favor; no opposition; one absent (Clerk Andrés Quintero); and no abstention.

10. CONSENT CALENDAR *(continued)*

10.05 Approval of Annual Developer Fees 2022-2023.

The Board had a discussion on the developer fees and agreed to direct the administration to develop an initial study in-house.

Assistant Superintendent Chheng will bring a study to the Board.

MOTION #15-07 by Member Linda Chavez to approve Action Item 10.05 as presented. MOTION #15-07 was seconded by Vice-President Corina Herrera-Loera.

MOTION #15-07 carried* with a *vote of 4 in favor; no opposition; one absent (Clerk Andrés Quintero); and no abstention.

11. Closed Session

11.01 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.

12. RECONVENE TO OPEN SESSION

12.01 Report of Action Taken in Closed Session.

President Minh Pham said there was a quorum.

Assistant Superintendent Torrico reported the following actions:

Motion made by Member Linda Chavez Second by Vice-President Corina Herrera-Loera by a vote of 4/0 the Board unanimously approved Tyrone Armstrong as the next new Operations Manager.

Motion made by Member Linda Chavez Second by Member Andrea Flores Shelton by a vote of 4/0 the Board unanimously approved Maria Bonilla as the new Administrator of Fiscal Services.

There were no further actions to report.

13. Future Board Agenda Requests

13.01 Future Board Agenda Requests

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

14. ADJOURNMENT

14.01 President Adjourns the Meeting

President Minh Pham adjourned the meeting at 11:03 p.m.

Respectfully submitted,

Minh Pham, Board President
mc

11.02

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

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

Subject: **Acceptance of Donations**

Staff Analysis: The District has received donations as summarized on the sheet dated November 11, 2023.

Recommendation: Staff recommends approval for acceptance of these donations.

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

To the Board of Trustees:

Recommend Approval

11.02
Agenda Placement

Meeting: November 11, 2023
Regular Board Meeting

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Alum Rock Union Elementary School District
November 11, 2023

ACCEPTANCE OF DONATIONS

DONOR NAME	DESCRIPTION OR PURPOSE	ESTIMATED VALUE	RECEIVING SCHOOL OR DEPARTMENT
Philanthropic Ventures Foundation	Materials & Supplies	$ 464.00	Cassell Elementary
Philanthropic Ventures Foundation	Materials & Supplies	$ 500.00	Chavez Elementary
Philanthropic Ventures Foundation	Materials & Supplies	$ 482.00	Chavez Elementary
Philanthropic Ventures Foundation	Materials & Supplies	$ 500.00	McCollam Elementary
Philanthropic Ventures Foundation	Materials & Supplies	$ 500.00	McCollam Elementary
Philanthropic Ventures Foundation	Materials & Supplies	$ 500.00	McCollam Elementary
Philanthropic Ventures Foundation	Materials & Supplies	$ 500.00	McCollam Elementary
Philanthropic Ventures Foundation	Materials & Supplies	$ 500.00	McCollam Elementary
Ms. Cristian Cahue	Materials & Supplies	$ 505.08	Renaissance Academy II
Philanthropic Ventures Foundation	Materials & Supplies	$ 500.00	Ryan STEAM Academy
Philanthropic Ventures Foundation	Materials & Supplies	$ 500.00	Ryan STEAM Academy
Philanthropic Ventures Foundation	Materials & Supplies	$ 500.00	Ryan STEAM Academy

Sylvia Cassell Elementary School

1300 Tallahassee Dr.
San Jose, Ca. 95122
Phone: (408).928-7200
Fax: (408).928-7201
Principal: Alecia Myers-Kelley
Michelle Medina, Admin. Asst
Nikki Serrano, Office Assistant

Oct 9, 2023

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

Dear Board of Trustees:

Please accept the following donations for Board approval and deposit into our donations account:

Company/Sponsor(s) name	Amount
Philanthropic Ventures Foundation	$464.00

We would like to thank Philanthropic Ventures Foundation for their generous donation and continued support of our students.

Sincerely,

Alecia Kelley

Cesar Chavez Early Learning Center

2000 Kammerer Avenue
San Jose, California 95116
408-928-7303

To: Alum Rock Union School Board

Re: Math Resource Grant

Date: October 15, 2023

Dear Members of the Alum Rock Union School Board,

Please accept this donation of $500 from the Philanthropic Ventures Foundation awarded to our speech therapist, Pei-Nei Lee.

This money will be used to fulfill our vision of developmentally appropriate instruction and to give students opportunities to participate in hands-on math activities to enhance their oral language skills.

With the $500 math grant, we will be able to add more hands-on math supplies.

Please reach out if you have any questions or concerns.

Sincerely,

Kristin Burt
Coordinator, Early Learning
Cesar Chavez Early Learning Center

Cesar Chavez Early Learning Center

2000 Kammerer Avenue
San Jose, California 95116
408-928-7303

To: Alum Rock Union School Board

Re: Arts Resource Grant

Date: October 10, 2023

Dear Members of the Alum Rock Union School Board,

Please accept this donation of $482 from the Philanthropic Ventures Foundation awarded to our preschool special education teacher, Maria Lima.

This money will be used to fulfill our vision of developmentally appropriate instruction and to give students opportunities to participate in hands-on activities, dance, and art.

With the $482 Arts grant, we would be able to add more hands-on art supplies.

Please reach out if you have any questions or concerns.

Sincerely,

Kristin Burt
Coordinator, Early Learning
Cesar Chavez Early Learning Center

McCollam Elementary School

3311 Lucian Ave.• San Jose, CA 95127

(408) 928-8000 Fax (408) 928-8001

To: Hilaria Bauer, Ph.D., Superintendent

From: Pablo Fiene

Re: Monetary Donation to McCollam Elementary

Date: October 17, 2023

Please accept a donation of one check in the amount of $500 from Philanthropic Ventures Foundation. This check is an arts resource grant program for Ms.Macasaet's SDC autism class. The money will be used towards the purchase of art materials for 3rd and 4th grade students for exhibiting appropriate behavior and completing their tasks for the week. The donor is the Westly Foundation.

Please deposit the check into the following donation account:

060-9010-0-4300-00-1110-1000-000000-040-2127

McCollam Elementary School

3311 Lucian Ave.• San Jose, CA 95127

(408) 928-8000 Fax (408) 928-8001

To: Hilaria Bauer, Ph.D., Superintendent

From: Pablo Fiene

Re: Monetary Donation to McCollam Elementary

Date: October 16, 2023

Please accept a donation of one check in the amount of $500 from Philanthropic Ventures Foundation. This check is an arts resource grant program for Mrs. Kaur's SDC autism class. The money will be used towards the purchase of an art station and additional art supplies.The donor is the Westly Foundation.

Please deposit the check into the following donation account:

060-9010-0-4300-00-1110-1000-000000-040-2127

McCollam Elementary School

3311 Lucian Ave.• San Jose, CA 95127

(408) 928-8000 Fax (408) 928-8001

To: Hilaria Bauer, Ph.D., Superintendent

From: Pablo Fiene

Re: Monetary Donation to McCollam Elementary

Date: October 16, 2023

Please accept a donation of one check in the amount of $500 from Philanthropic Ventures Foundation. This check is an arts resource grant program for Ms.Sy's SDC autism class. The money will be used towards the purchase of materials and reinforcers for 2nd and 3rd grade students to increase their for the arts.The donor is the Westly Foundation.

Please deposit the check into the following donation account:

060-9010-0-4300-00-1110-1000-000000-040-2127

McCollam Elementary School

3311 Lucian Ave.• San Jose, CA 95127

(408) 928-8000 Fax (408) 928-8001

To: Hilaria Bauer, Ph.D., Superintendent

From: Pablo Fiene

Re: Monetary Donation to McCollam Elementary

Date: October 10, 2023

Please accept a donation of one check in the amount of $500 from Philanthropic Ventures Foundation. This check will be used towards a mathematics grant program for Mrs. Kaur's SDC autism class. Materials such as activity books and manipulatives to help the 4th and 5th grade students improve their math levels, which currently range from Kindergarten to 3rd grade. The donor is the Heising-Simons Foundation.

Please deposit the check into the following donation account:

060-9010-0-4300-00-1110-1000-000000-040-2127

McCollam Elementary School

3311 Lucian Ave.• San Jose, CA 95127

(408) 928-8000 Fax (408) 928-8001

To: Hilaria Bauer, Ph.D., Superintendent

From: Pablo Fiene

Re: Monetary Donation to McCollam Elementary

Date: October 11, 2023

Please accept a donation of one check in the amount of $500 from Philanthropic Ventures Foundation. This check will be used towards a mathematics grant program for Ms.Macasaet's SDC autism class. Materials such as activity books and manipulatives to help the 3rd and 4th grade students improve their math levels, which currently range from Kindergarten to 3rd grade.

Please deposit the check into the following donation account:

060-9010-0-4300-00-1110-1000-000000-040-2127

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

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

Date: 10/5/2023

To: Hilaria Bauer, Ph.D., Superintendent
Honorable Board Members,
Alum Rock Union Elementary School District
2930 Gay Avenue
San Jose, CA 95127

From: Danelle Finnen, Principal

Re: Donation for .... i.e. Renaissance Academy II

Dear Dr. Bauer and Honorable Board Members,

Please accept the following check donation of $505.08 (check#: 0133)) from Mr. Cristian Cahue. This money will go towards classroom materials/supplies and/or school activities.

Thank you in advance for your approval.

Sincerely,

Danelle Finnen
Principal

Renaissance Academy II
2050 Kammerer Ave.
San Jose, CA 95116

Ryan STEAM Academy

1241 McGinness Ave., San José, CA 95127 *Phone: (408) 928-8650* *Fax: (408) 928-8651*

FISCAL SERVICES
OCT 5 2023 PM2:17

Date: October 05, 2023

To: Hilaria Bauer, Ph.D., Superintendent

Honorable Board Members

Alum Rock Union Elementary School District

Fr: Clarissa Johnston-Abril, Principal

Ryan STEAM Academy

Re: Donation

Please accept the donation from Philanthropic Ventures Foundation to our music program in the form of a check for the amount of $500.00. The funds will be utilized to purchase additional music incentives for our students. On behalf of everyone at Ryan STEAM Academy, we extend our sincere gratitude.

Please accept this donation, as submitted.

Thank you in advance for your approval.

Clarissa Johnston-Abril
Principal

Ryan STEAM Academy

1241 McGinness Ave., San José, CA 95127 *Phone: (408) 928-8650* *Fax: (408) 928-8651*

RECEIVED
OCT 12 2023
BUSINESS SERVICES

Date: October 11, 2023

To: Hilaria Bauer, Ph.D., Superintendent

Honorable Board Members

Alum Rock Union Elementary School District

Fr: Clarissa Johnston-Abril, Principal

Ryan STEAM Academy

Re: Donation

Please accept the donation from Philanthropic Ventures Foundation to our special education class to use for art supplies in the form of a check for the amount of $500.00. The funds will be utilized to purchase additional art supplies for our students. On behalf of everyone at Ryan STEAM Academy, we extend our sincere gratitude.

Please accept this donation, as submitted.

Thank you in advance for your approval.

Clarissa Johnston-Abril
Principal

Ryan STEAM Academy

1241 McGinness Ave., San José, CA 95127 *Phone: (408) 928-8650* *Fax: (408) 928-8651*

Date: October 19, 2023

To: Hilaria Bauer, Ph.D., Superintendent

Honorable Board Members

Alum Rock Union Elementary School District

Fr: Clarissa Johnston-Abril, Principal

Ryan STEAM Academy

Re: Donation

Please accept the donation from Philanthropic Ventures Foundation to our T4/TK class to use for garden club in the form of a check for the amount of $950.00. The funds will be utilized to purchase additional gardening supplies for our students. On behalf of everyone at Ryan STEAM Academy, we extend our sincere gratitude.

Please accept this donation, as submitted.

Thank you in advance for your approval.

Clarissa Johnston-Abril
Principal

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: October 27, 2023

Subject: **Approval of Fundraising Activities**

Staff Analysis: The District has received fundraising requests as summarized on the attached sheet dated November 11, 2023.

Recommendation: Staff recommends approval of these fundraising event requests.

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

To the Board of Trustees:

Recommend Approval

11.03
Agenda Placement

Meeting: November 11, 2023
Regular Board Meeting

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Alum Rock Union Elementary School District
November 11, 2023

APPROVAL OF FUNDRAISING ACTIVITY

SCHOOL	FUNDRAISING ACTIVITY	ACTIVITY SPONSOR	DATE
Adelante I Academy	Fall Festival Sales	PTA	10/13/23-10/13/23
Cassell Elementary	Scholastic Book Fair Sales	ASB	04/15/24-04/19/24
Dorsa Elementary	Contributions to the ASB Account	ASB	11/01/23-06/06/24
Dorsa Elementary	Movie Night Sales	ASB	11/16/23-11/16/23
McCollam Elementary	Jamba Juice Sales	PTO	11/01/23-12/01/23
Meyer Elementary	Cookie Dough Sales	ASB	11/13/23-11/22/23
Russo/McEntee Academy	Harvest Festival Sales	ASB	10/27/23-10/27/23
Sheppard Middle	School Dance Sales	ASB	11/01/23-04/30/24

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FUNDRAISING EVENT APPROVAL FORM

Fundraiser #: _____ **(From Financial Plan)**

School Name: Adelante Dual Immersion Academy 1 Date: 09/05/23

Description of Event: Type Fall Festival Vendor _____

Purpose for Event: To bring community together and fundraise for the 5th grade science camp.

If selling food what are the items: Snacks, pizza Brand and package size: popcorn, from machine, costco pizza

Explain how food is handled/stored prior to or day of event: Snacks will be kept in the PTA closet and pizza will be picked up the day of the event. Will handle Food Safety and handling protocols.

Event Sponsor (please check one) ASB: _____ Booster Club (PTA, PTO, Other): ✓

Proposed Date(s) of Event: 10/13/23 Time of Event: 5 pm

Contact Person: Chrystine V. Ilarreal - 408. 439-3024

Location of Proposed Activity: Adelante Dual Immersion Academy

Status of Event (please check one): ☐ New Event ☒ Held previously (years): _____

Use of Facilities thru Facilitron is required for all events outside the normal school hours. N/A

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 ☐ N/A

Other Background information (Is proposed fundraising event on current ASB budget?) Yes ☐ No ☐ N/A

ASB Advisor: _____ Signature _____ Date

Student Council Approval Date: _____ (Middle Schools must attach minutes)

Student Council Representative: _____ Signature _____ Date

Principal Approval: _____ Signature 9/5/23 Date

Reviewed by Business Services: Maria Nevel Date: 10/31/2023

- FUNDRAISING EVENTS INVOLVING FOOD SALES MUST BE REVIEWED BY CNS Director,

  CNS _____ Date: 10/31/23

  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 #: 1 **(From Financial Plan)**

School Name: Cassell Date: 9/5/23

Description of Event: Type Scholastic Book Fair Vendor Scholastic

Purpose for Event: Raise money for School Store and Science camp increase student and parent engagment.

If selling food what are the items: n/a Brand and package size: n/a

Explain how food is handled/stored prior to or day of event: n/a

Event Sponsor (please check one) ASB: X Booster Club (PTA, PTO, Other): _____

Proposed Date(s) of Event: 4/15/24 - 4/19/24 Time of Event: _____

Contact Person: Alecia Kelley/ Michelle Medina

Location of Proposed Activity: E6

Status of Event (please check one): ☐ New Event ☑ Held previously (years): _____

Use of Facilities thru Facilitron is required for all events outside the normal school hours.

Is the Use of Facilities Reservation thru Facilitron completed? Yes ☐ No ☐ N/A ☑

Has Revenue Potential form been prepared? (For ASB Only - Form must be included) Yes ☑ No ☐

Other Background information (Is proposed fundraising event on current ASB budget?) Yes ☑ No ☐

ASB Advisor: _____ Signature _____ 9/8/23 Date

Student Council Approval Date: _____ (Middle Schools must attach minutes)

Student Council Representative: _____ Signature _____ Date

Principal Approval: _____ Signature _____ 9/7/2023 Date

Reviewed by Business Services: _____ Date: 10/31/2023

- 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: Dorsa Elementary Date: 10/11/2023

Purpose for Contributions: Contributions will be accepted from Parent/Guadians and Community to pay for field trips and transportation costs. We will also use contributions for school wide student activities for the 2023-2024 school year.

Proposed Date(s) of Event: Nov. 1, 2023 - June 6, 2024

Contact Person: Daisy Madrigal

Student Body Account Number: 088 8210 0 4300 00 1110 1000 000000 150 0502 / CHASE 570301022 ACCT. 919705571

Status of Event (please check one): ☑ New Event ☐ Held Previously (Years): _____

What procedures will be used to account for contributions received?
Receipts will be provided when a contribution is received.

Other Background Information (such as other schools or clubs that have held similar events):

ASB Advisor _____ Date: 10/16/23
Signature

Student Council Approval Date 10/11/2023

Student Council Representative _____ Date: _____
School Admin (Elementary) Signature

Principal Approval _____ Date: 10/17/23
Signature

Reviewed by Business Services: _____ Date: 10/31/2023

Board Approval Date: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FUNDRAISING EVENT APPROVAL FORM

Fundraiser #: 1 **(From Financial Plan)**

School Name: Dorsa Elementary Date: 10-11-2023

Description of Event: Type Movie Night Vendor n\a

Purpose for Event: To raise funds for 5th grade science camp.

If selling food what are the items: Concessions Brand and package size: Pizza, Hot dogs, Popcorn, Candy, Water, Punch/Lemonade.

Explain how food is handled/stored prior to or day of event: Food will be purchased/donated for event. Food will be handled with gloves upon serving items.

Will follow Food Safety and handling protocols

Event Sponsor (please check one) ASB: X Booster Club (PTA, PTO, Other): _____

Proposed Date(s) of Event: November 16, 2023 dm Time of Event: 5:15 - 7:30 PM

Contact Person: Patrick Manyak / Daisy Madrigal

Location of Proposed Activity: School MP

Status of Event (please check one): ☑ New Event ☐ Held previously (years): _____

Use of Facilities thru Facilitron <u>is required</u> for all events outside the normal school hours.

Is the Use of Facilities Reservation thru Facilitron completed? Yes ☑ No ☐ N/A ☐

Has Revenue Potential form been prepared? (For ASB Only - Form must be included) Yes ☑ No ☐

Other Background information (Is proposed fundraising event on current ASB budget?) Yes ☐ No ☑

ASB Advisor: Daisy Madrigal 10/12/23
Signature Date

Student Council Approval Date: _____ (Middle Schools must attach minutes)

Student Council Representative: _____ _____
Signature Date

Principal Approval: Patrick Manyak 10/17/23
Signature Date

Reviewed by Business Services: Maria Dew Date: 10/31/2023

- FUNDRAISING EVENTS INVOLVING FOOD SALES MUST BE REVIEWED BY CNS Director,

  CNS RM Date: 10/31/23

  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: McCollam Date: 10-18-23

Description of Event: Type sell Jamba Juice gift card Vendor Jamba Juice

Purpose for Event: raise funds to cover science camp costs

If selling food what are the items: _____ Brand and package size: _____

Explain how food is handled/stored prior to or day of event: _____

Event Sponsor (please check one) ASB: _____ Booster Club (PTA, PTO, Other): PTO

Proposed Date(s) of Event: Nov 1 - Dec. 1 Time of Event: before / after school

Contact Person: Susan Brophy

Location of Proposed Activity: school

Status of Event (please check one): ☐ New Event ☒ Held previously (years): 2022-2023

Use of Facilities thru Facilitron <u>is required</u> for all events outside the normal school hours.

Is the Use of Facilities Reservation thru Facilitron completed?	Yes ☐	No ☑	N/A ☐
Has Revenue Potential form been prepared? (For ASB Only - Form must be included)	Yes ☑	No ☐	
Other Background information (Is proposed fundraising event on current ASB budget?)	Yes ☐	No ☑	

ASB Advisor: _____ Signature _____ Date

Student Council Approval Date: _____ (Middle Schools must attach minutes)

Student Council Representative: _____ Signature _____ Date

Principal Approval: _____ Signature 10/19/23 Date

Reviewed by Business Services: _____ Date: 10/31/2023

- FUNDRAISING EVENTS INVOLVING FOOD SALES MUST BE REVIEWED BY CNS Director,

  CNS _____ Date: _____

  Approved _____ Denied _____

- FUNDRAISING EVENTS INVOLVING USE OF FACILITIES MUST BE REVIEWED BY MOT

  Director, MOT: _____ Date: _____

  Operations Mgr.: _____ Date: _____

  Approved _____ Denied _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FUNDRAISING EVENT APPROVAL FORM

Fundraiser #: _____ **(From Financial Plan)**

School Name: Meyer Date: Oct. 23, 2023

Description of Event: ~~Type~~ Catalog Vendor Nor-Cal Fundraising

Purpose for Event: Raise money for student field trips

If selling food what are the items: Cookie Dough Brand and package size: _____

Explain how food is handled/stored prior to or day of event: Parents must pick up day of delivery

Event Sponsor (please check one) ASB; ✓ Booster Club (PTA, PTO, Other): _____

Proposed Date(s) of Event: 11/13 - 11/22/23 Time of Event: Off campus only

Contact Person: Yissel Vega

Location of Proposed Activity: Off Campus

Status of Event (please check one): ☐ New Event ☑ Held previously (years): _____

Use of Facilities thru Facilitron <u>is required</u> for all events outside the normal school hours.

Is the Use of Facilities Reservation thru Facilitron completed? Yes ☐ No ☑ N/A ☐

Has Revenue Potential form been prepared? (For ASB Only - Form must be included) Yes ☑ No ☐

Other Background information (Is proposed fundraising event on current ASB budget?) Yes ☑ No ☐

ASB Advisor: _____ _____
Signature Date

Student Council Approval Date: _____ (Middle Schools must attach minutes)

Student Council Representative: _____ _____
Signature Date

Principal Approval: _____ 10/23/23
Signature Date

Reviewed by Business Services: Marian Newton Date: 10/31/2023

- 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

FISCAL SERVICES
AUG 23 2023 PM 3:53

FUNDRAISING EVENT APPROVAL FORM

Fundraiser #: _____ **(From Financial Plan)**

School Name: Russo McEntee Academy Date: 8/22/23

Description of Event: Type Harvest Festival Vendor _____

Purpose for Event: Raise money for school husky store, supplies, events for students, and field trips.

If selling food what are the items: N/A Brand and package size: _____

Hot Dogs, Burger, Chips, Sodas, Popcorn,

Explain how food is handled/stored prior to or day of event:

Will follow food safety and handling protocols

Event Sponsor (please check one) ASB: ✓ Booster Club (PTA, PTO, Other): _____

Proposed Date(s) of Event: 10/27/2023 Time of Event: 5:00pm - 6:00pm

Contact Person: Tanu Kohli

Location of Proposed Activity: Russo / McEntee

Status of Event (please check one): ☐ New Event ☑ Held previously (years): 2023 October

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 Signature 08/22/23 Date

Reviewed by Business Services: Maria Nuot Date: 10/31/2023

- FUNDRAISING EVENTS INVOLVING FOOD SALES MUST BE REVIEWED BY CNS Director,

  CNS _____ Date: 10/2/23

  Approved ✓ Denied _____

- FUNDRAISING EVENTS INVOLVING USE OF FACILITIES MUST BE REVIEWED BY MOT

  Director, MOT: _____ Date: _____

  Operations Mgr.: _____ Date: _____

  Approved _____ Denied _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FUNDRAISING EVENT APPROVAL FORM

Fundraiser #: _____ **(From Financial Plan)**

School Name: Sheppard Date: 9/18/23

Description of Event: Type School Dances Vendor _____

Purpose for Event: build school spirit

If selling food what are the items: from approved list Brand and package size: various

Explain how food is handled/stored prior to or day of event: Stored in locked room

Event Sponsor (please check one) ASB: ✓ Booster Club (PTA, PTO, Other): _____

Proposed Date(s) of Event: Winter 23/Spring 24 Time of Event: 2:15 - 3:45

Contact Person: Breana White

Location of Proposed Activity: _____

Status of Event (please check one): ☐ New Event ☐ Held previously (years): 2022-23

Use of Facilities thru Facilitron <u>is required</u> for all events outside the normal school hours.

Is the Use of Facilities Reservation thru Facilitron completed? Yes ☐ No ☐ N/A ☐

Has Revenue Potential form been prepared? (For ASB Only - Form must be included) Yes ☐ No ☐

Other Background information (Is proposed fundraising event on current ASB budget?) Yes ☐ No ☐

ASB Advisor: Breana White (Signature) 9/15/23 (Date)

Student Council Approval Date: 9/15/23 (Middle Schools must attach minutes)

Student Council Representative: Alani Kim (Signature) 9/15/23 (Date)

Principal Approval: _____ (Signature) 9/15/23 (Date)

Reviewed by Business Services: _____ Date: 9/29/2023

- FUNDRAISING EVENTS INVOLVING FOOD SALES MUST BE REVIEWED BY CNS Director,

  CNS _____ Date: _____

  Approved _____ Denied _____

- FUNDRAISING EVENTS INVOLVING USE OF FACILITIES MUST BE REVIEWED BY MOT

  Director, MOT: _____ Date: _____

  Operations Mgr.: _____ Date: _____

  Approved _____ Denied _____

11.04

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: November 1, 2023

Subject: **Vendor & Payroll Warrants**

Staff Analysis: Summary of Vendor and Payroll Warrants issued during October month of Fiscal Year 2023/2024.

Total of vendor warrants	$	7,008,278.14
Total of payroll warrants	$	5,136,809.61
Total	**$**	**12,145,087.75**

Recommendation: Staff recommends approval of the Vendor & Payroll Warrants for the month of October 2023.

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

To the Board of Trustees:

Recommend Approval

11.04
Agenda Placement

Meeting: November 11, 2023
Regular Board Meeting

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

October 2023

Fund	VENDOR WARRANTS	AMOUNT
010,050,060,080	General Fund (Incl Payroll A/P)	$3,372,747.88
120	Child Development Fund	$392,069.65
130	Cafeteria Fund	$409,576.65
140	Deferred Maintenance Fund	$8,998.54
210	Building Fund	$1,288,284.98
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	$1,529,522.36
	Subtotal	**$7,001,200.06**
088	Student Body Fund	$7,078.08
	Total Vendor Warrants	**$7,008,278.14**

	PAYROLL WARRANTS	
	10th of the month	$428,703.76
	EOM Payroll	$4,706,682.90
	AREA EOM	$0.00
	Manual Checks	$1,422.95
	Void Checks	$0.00
	Total Payroll Warrants	**$5,136,809.61**
	Grand Total All Warrants	**$12,145,087.75**

	From		To
AP Warrants used #	4020231	-	4020700
Payroll Direct Deposit Pay Stub used #	4760894	-	4762555
Payroll Checks used #	4405927	-	4406045

AP Check Register - Pivot Table Summary by Vendor
October 2023

Vendor Name	Date	Warrant #	Fund	Sum of Amount
4IMPRINT INC.	10/6/2023	4020243	010	$ 1,314.32
	10/20/2023	4020533	010	$ 1,027.54
4IMPRINT INC. Total				**$ 2,341.86**
A. DAIGGER & CO. INC.	10/6/2023	4020339	060	$ 326.93
A. DAIGGER & CO. INC. Total				**$ 326.93**
ACE EMPOWER ACADEMY	10/6/2023	4020317	010	$ 47,467.00
ACE EMPOWER ACADEMY Total				**$ 47,467.00**
ACHIEVE KIDS	10/13/2023	4020417	080	$ 16,616.50
ACHIEVE KIDS Total				**$ 16,616.50**
ACME PACIFIC REPAIRS INC.	10/6/2023	4020281	050	$ 670.00
	10/27/2023	4020593	050	$ 1,193.28
ACME PACIFIC REPAIRS INC. Total				**$ 1,863.28**
ADVANCED INSPECTIONS INC	10/20/2023	4020478	210	$ 1,625.00
ADVANCED INSPECTIONS INC Total				**$ 1,625.00**
AGUILAR ROBLES, JAIME	10/6/2023	4020244	010	$ 125.76
AGUILAR ROBLES, JAIME Total				**$ 125.76**
AIR FILTER/CONTROL	10/13/2023	4020418	060	$ 17,177.51
AIR FILTER/CONTROL Total				**$ 17,177.51**
ALBERT, WENDY E.	10/13/2023	4020399	080	$ 210.00
ALBERT, WENDY E. Total				**$ 210.00**
ALECIA KELLEY	10/27/2023	4020644	010	$ 161.02
ALECIA KELLEY Total				**$ 161.02**
ALEX STEWART	10/13/2023	4020372	080	$ 16,485.00
ALEX STEWART Total				**$ 16,485.00**
ALEXANDRA GUTIERREZ	10/27/2023	4020594	080	$ 24.63
ALEXANDRA GUTIERREZ Total				**$ 24.63**
ALIA	10/13/2023	4020462	060	$ 17,136.36
	10/20/2023	4020479	060	$ 17,136.36
ALIA Total				**$ 34,272.72**
ALIXE K. DELA CRUZ	10/20/2023	4020505	010	$ 75.00
ALIXE K. DELA CRUZ Total				**$ 75.00**
ALLIANCE FOR YOUTH ACHIEVEMENT	10/31/2023	4020684	010	$ 30.00
ALLIANCE FOR YOUTH ACHIEVEMENT Total				**$ 30.00**
ALLIED REFRIGERATION INC.	10/13/2023	4020419	050	$ 2,135.56
ALLIED REFRIGERATION INC. Total				**$ 2,135.56**
ALPHA BLANCA ALVARADO(ALPHA1)	10/6/2023	4020318	010	$ 113,713.00
ALPHA BLANCA ALVARADO(ALPHA1) Total				**$ 113,713.00**
ALPHA JOSE HERNANDEZ (ALPHA	10/6/2023	4020319	010	$ 108,408.00
ALPHA JOSE HERNANDEZ (ALPHA Total				**$ 108,408.00**
ALUM ROCK #305	10/31/2023	4020685	010	$ 410.00
ALUM ROCK #305 Total				**$ 410.00**
ALUM ROCK ADMINISTRATORS ASSOC	10/31/2023	4020686	010	$ 490.00
ALUM ROCK ADMINISTRATORS ASSOC Total				**$ 490.00**
AMAZON.COM LLC	10/13/2023	4020373	010	$ 4,093.38
		4020420	010	$ 348.13
		4020444	010	$ 96.10
	10/6/2023	4020245	010	$ 1,093.82
			080	$ 103.83
		4020294	010	$ 651.65
		4020340	010	$ 116.28
			130	$ 992.78

Vendor Name	Date	Warrant #	Fund	Sum of Amount
AMAZON.COM LLC	10/6/2023	4020340	120	$ 415.51
	10/20/2023	4020480	010	$ 489.30
			060	$ 532.87
		4020534	010	$ 2,106.58
		4020564	010	$ 1,191.36
			060	$ 94.04
	10/27/2023	4020621	010	$ 1,044.85
			080	$ 298.95
			130	$ 1,116.40
			120	$ 27.33
		4020659	010	$ 304.26
AMAZON.COM LLC Total				**$ 15,117.42**
AMERICAN FIDELITY ASSURANCE	10/31/2023	4020687	010	$ 9,300.00
AMERICAN FIDELITY ASSURANCE Total				**$ 9,300.00**
AMERICAN FIDELITY ASSURANCE CO	10/31/2023	4020688	010	$ 27,237.06
AMERICAN FIDELITY ASSURANCE CO Total				**$ 27,237.06**
AMS.NET	10/13/2023	4020421	010	$ 24,565.09
AMS.NET Total				**$ 24,565.09**
AMY ELIZABETH RODRIGUES	10/6/2023	4020282	010	$ 10.48
	10/27/2023	4020645	010	$ 87.90
AMY ELIZABETH RODRIGUES Total				**$ 98.38**
ANDREA ELIZABETH MORTON	10/13/2023	4020400	080	$ 29.61
ANDREA ELIZABETH MORTON Total				**$ 29.61**
ANDRES QUINTERO QUINTERO	10/6/2023	4020246	010	$ 1,245.00
ANDRES QUINTERO QUINTERO Total				**$ 1,245.00**
ANTHONY COLONNA	10/13/2023	4020445	080	$ 305.80
ANTHONY COLONNA Total				**$ 305.80**
APRIL PANTELL	10/20/2023	4020525	010	$ 60.46
APRIL PANTELL Total				**$ 60.46**
ARC ALTERNATIVES	10/20/2023	4020481	210	$ 10,295.00
ARC ALTERNATIVES Total				**$ 10,295.00**
ARRIAGA, GEMA	10/6/2023	4020247	010	$ 220.61
		4020341	010	$ 218.15
ARRIAGA, GEMA Total				**$ 438.76**
ASSOCIATION OF CALIFORNIA	10/31/2023	4020689	010	$ 3,308.06
ASSOCIATION OF CALIFORNIA Total				**$ 3,308.06**
AT&T	10/5/2023	4020237	010	$ 2,695.78
	10/26/2023	4020582	010	$ 1,555.43
AT&T Total				**$ 4,251.21**
AVID CENTER	10/20/2023	4020482	010	$ 5,684.00
AVID CENTER Total				**$ 5,684.00**
A-Z BUS SALES INC	10/20/2023	4020504	010	$ 482.57
A-Z BUS SALES INC Total				**$ 482.57**
BALLARD & TIGHE COMPANY	10/27/2023	4020622	080	$ 259.47
BALLARD & TIGHE COMPANY Total				**$ 259.47**
BENCHMARK EDUCATION COMPANY	10/6/2023	4020342	010	$ 179.06
BENCHMARK EDUCATION COMPANY Total				**$ 179.06**
BIOMETRICS4ALL INC.	10/6/2023	4020332	010	$ 42.00
BIOMETRICS4ALL INC. Total				**$ 42.00**
BIZON GROUP INC	10/13/2023	4020360	210	$ 325.94
BIZON GROUP INC Total				**$ 325.94**

Vendor Name	Date	Warrant #	Fund		Sum of Amount
BLAKE HARLAN BUCHANAN	10/13/2023	4020446	080	$	180.00
BLAKE HARLAN BUCHANAN Total				**$**	**180.00**
BLICK ART MATERIALS LLC	10/20/2023	4020506	060	$	129.39
	10/27/2023	4020660	010	$	341.52
BLICK ART MATERIALS LLC Total				**$**	**470.91**
BLUETRITON BRANDS INC.	10/5/2023	4020233	010	$	258.86
			080	$	35.95
			130	$	57.93
	10/19/2023	4020477	010	$	1,306.34
			050	$	41.08
			080	$	47.12
	10/26/2023	4020583	010	$	175.14
			080	$	17.58
		4020587	010	$	190.23
			130	$	80.70
BLUETRITON BRANDS INC. Total				**$**	**2,210.93**
BOOKNOOK	10/13/2023	4020374	060	$	6,737.50
BOOKNOOK Total				**$**	**6,737.50**
BOSCO CONSTRUCTION SERVICES	10/6/2023	4020303	210	$	512,376.09
BOSCO CONSTRUCTION SERVICES Total				**$**	**512,376.09**
BRANDINGOUT LLC	10/13/2023	4020422	010	$	11,467.97
BRANDINGOUT LLC Total				**$**	**11,467.97**
BRIAN QUINTANA	10/6/2023	4020283	010	$	10.00
BRIAN QUINTANA Total				**$**	**10.00**
BRIDGE WIRELESS INC	10/27/2023	4020661	010	$	1,056.09
BRIDGE WIRELESS INC Total				**$**	**1,056.09**
CALIFORNIA DEPARTMENT OF	10/26/2023	4020588	010	$	19.00
CALIFORNIA DEPARTMENT OF Total				**$**	**19.00**
CALIFORNIA DEPT. OF TAX & FEE	10/26/2023	4020589	010	$	30.00
CALIFORNIA DEPT. OF TAX & FEE Total				**$**	**30.00**
CALIFORNIA NEWSPAPERS	10/6/2023	4020333	130	$	307.80
CALIFORNIA NEWSPAPERS Total				**$**	**307.80**
CAL-STEAM INC.	10/13/2023	4020423	050	$	1,693.49
CAL-STEAM INC. Total				**$**	**1,693.49**
CAMBIUM LEARNING INC.	10/6/2023	4020334	060	$	1,214.07
CAMBIUM LEARNING INC. Total				**$**	**1,214.07**
CANON FINANCIAL SERVICES INC.	10/26/2023	4020584	010	$	8,652.01
			060	$	3,752.67
			050	$	127.97
			080	$	351.12
			130	$	446.22
			210	$	127.97
CANON FINANCIAL SERVICES INC. Total				**$**	**13,457.96**
CARAHSOFT TECHNOLOGY CORP	10/13/2023	4020424	010	$	9,674.80
CARAHSOFT TECHNOLOGY CORP Total				**$**	**9,674.80**
CARD INTEGRATORS CORPORATION	10/27/2023	4020595	010	$	1,030.32
CARD INTEGRATORS CORPORATION Total				**$**	**1,030.32**
CARLOS C TRIPODI	10/27/2023	4020596	010	$	58.95
CARLOS C TRIPODI Total				**$**	**58.95**
CARLOS HERNANDEZ	10/12/2023	4020357	010	$	464.26
CARLOS HERNANDEZ Total				**$**	**464.26**

Vendor Name	Date	Warrant #	Fund	Sum of Amount
CARLOS PINO	10/6/2023	4020343	010	$ 120.00
CARLOS PINO Total				**$ 120.00**
CARMELINA BAUTISTA	10/6/2023	4020248	010	$ 32.10
	10/27/2023	4020646	010	$ 30.79
CARMELINA BAUTISTA Total				**$ 62.89**
CASTILLO, ALICIA	10/13/2023	4020401	010	$ 79.54
CASTILLO, ALICIA Total				**$ 79.54**
CBIZ OPERATIONS INC.	10/27/2023	4020597	670	$ 49,032.00
CBIZ OPERATIONS INC. Total				**$ 49,032.00**
CDW LLC	10/6/2023	4020304	060	$ 10,937.50
	10/20/2023	4020535	010	$ 305.51
	10/27/2023	4020662	010	$ 192.84
CDW LLC Total				**$ 11,435.85**
CENGAGE LEARNING INC	10/13/2023	4020375	060	$ 905.62
CENGAGE LEARNING INC Total				**$ 905.62**
CENTER FOR THE COLLABORATIVE	10/20/2023	4020536	060	$ 2,282.94
CENTER FOR THE COLLABORATIVE Total				**$ 2,282.94**
CERNA, HORTENCIA	10/6/2023	4020249	130	$ 150.00
CERNA, HORTENCIA Total				**$ 150.00**
CHRISTINA RAQUEDAN	10/6/2023	4020335	080	$ 60.92
CHRISTINA RAQUEDAN Total				**$ 60.92**
CHRISTINA SARINANA	10/6/2023	4020284	010	$ 40.18
	10/27/2023	4020598	010	$ 172.16
CHRISTINA SARINANA Total				**$ 212.34**
CINTAS CORPORATION	10/13/2023	4020425	010	$ 573.75
			050	$ 134.46
		4020447	010	$ 334.84
			050	$ 67.23
	10/20/2023	4020537	010	$ 334.84
			050	$ 67.23
CINTAS CORPORATION Total				**$ 1,512.35**
COALITION FOR ADEQUATE SCHOOL	10/20/2023	4020538	210	$ 736.00
COALITION FOR ADEQUATE SCHOOL Total				**$ 736.00**
COLBI TECHNOLOGIES INC.	10/20/2023	4020539	010	$ 7,500.00
COLBI TECHNOLOGIES INC. Total				**$ 7,500.00**
CONSUELO MEDINA	10/13/2023	4020448	010	$ 150.00
CONSUELO MEDINA Total				**$ 150.00**
COUNTY BUILDING MATERIALS INC.	10/20/2023	4020565	060	$ 400.31
COUNTY BUILDING MATERIALS INC. Total				**$ 400.31**
CRISTOBAL CORTES	10/13/2023	4020402	010	$ 150.00
CRISTOBAL CORTES Total				**$ 150.00**
CROWN AWARDS	10/20/2023	4020540	010	$ 267.44
CROWN AWARDS Total				**$ 267.44**
CROWN CASTLE INTERNATIONAL	10/20/2023	4020530	010	$ 9,651.09
CROWN CASTLE INTERNATIONAL Total				**$ 9,651.09**
CRYSTAL CREAMERY INC.	10/19/2023	4020470	130	$ 62,018.30
CRYSTAL CREAMERY INC. Total				**$ 62,018.30**
CSEA VICTORY CLUB	10/31/2023	4020690	010	$ 52.00
CSEA VICTORY CLUB Total				**$ 52.00**
CYNTHIA DURAN	10/27/2023	4020647	080	$ 51.22
CYNTHIA DURAN Total				**$ 51.22**

Vendor Name	Date	Warrant #	Fund	Sum of Amount
DANNIS WOLIVER KELLY	10/27/2023	4020599	010	$ 6,028.43
DANNIS WOLIVER KELLY Total				**$ 6,028.43**
DARI, ANISHA	10/31/2023	4020699	010	$ 189.60
DARI, ANISHA Total				**$ 189.60**
DBA: PALACE BUSINESS SOLUTIONS	10/13/2023	4020403	010	$ 8,672.17
		4020426	010	$ 5,660.66
		4020449	010	$ 4,119.61
	10/20/2023	4020483	010	$ 3,499.05
DBA: PALACE BUSINESS SOLUTIONS Total				**$ 21,951.49**
DBA:DELTA HEALTHCARE PROVIDERS	10/13/2023	4020376	080	$ 18,593.75
DBA:DELTA HEALTHCARE PROVIDERS Total				**$ 18,593.75**
DELA CRUZ, RICARDO	10/6/2023	4020250	010	$ 150.00
DELA CRUZ, RICARDO Total				**$ 150.00**
DELTA DENTAL	10/27/2023	4020648	670	$ 1,237.68
DELTA DENTAL Total				**$ 1,237.68**
DEPARTMENT OF GENERAL SERVICES	10/13/2023	4020377	010	$ 6,784.00
DEPARTMENT OF GENERAL SERVICES Total				**$ 6,784.00**
DIANA V. WILKERSON-GRAHAM	10/27/2023	4020663	010	$ 221.70
DIANA V. WILKERSON-GRAHAM Total				**$ 221.70**
DIBBLE, STEVEN	10/6/2023	4020251	010	$ 25.00
DIBBLE, STEVEN Total				**$ 25.00**
DOLORES QUINTERO	10/13/2023	4020450	010	$ 150.00
DOLORES QUINTERO Total				**$ 150.00**
DSA - OFFICE OF REGULATORY	10/12/2023	4020356	210	$ 798.56
DSA - OFFICE OF REGULATORY Total				**$ 798.56**
EAST BAY REFRIGERATION INC.	10/13/2023	4020378	130	$ 8,499.64
	10/20/2023	4020507	130	$ 1,353.72
	10/27/2023	4020600	130	$ 709.23
EAST BAY REFRIGERATION INC. Total				**$ 10,562.59**
EAST BAY RESTAURANT SUPPLY INC	10/13/2023	4020427	060	$ 31,962.98
	10/20/2023	4020484	060	$ 23,316.43
		4020566	060	$ 447.65
EAST BAY RESTAURANT SUPPLY INC Total				**$ 55,727.06**
EDGEMS MATH LLC	10/6/2023	4020238	060	$ 1,973.40
EDGEMS MATH LLC Total				**$ 1,973.40**
EDGES ELECTRICAL GROUP LLC	10/13/2023	4020428	050	$ 503.53
EDGES ELECTRICAL GROUP LLC Total				**$ 503.53**
EDITH MEZA	10/6/2023	4020285	010	$ 152.46
EDITH MEZA Total				**$ 152.46**
EDUCATION HOUSING PARTNERS INC	10/27/2023	4020601	210	$ 32,392.48
EDUCATION HOUSING PARTNERS INC Total				**$ 32,392.48**
EDUCATION JUSTICE LAW GROUP PC	10/13/2023	4020468	080	$ 6,000.00
EDUCATION JUSTICE LAW GROUP PC Total				**$ 6,000.00**
EDWIN O ORANTES	10/20/2023	4020508	010	$ 53.97
EDWIN O ORANTES Total				**$ 53.97**
EINSTEIN NOAH RESTAURANT	10/13/2023	4020429	010	$ 109.26
		4020463	010	$ 310.64
	10/6/2023	4020344	010	$ 158.00
	10/20/2023	4020485	010	$ 236.59
		4020541	010	$ 174.24
	10/27/2023	4020602	010	$ 2,480.85

AP Check Register - Pivot Table Summary by Vendor
October 2023

Vendor Name	Date	Warrant #	Fund	Sum of Amount
EINSTEIN NOAH RESTAURANT	10/27/2023	4020623	010	$ 982.81
		4020664	010	$ 110.15
EINSTEIN NOAH RESTAURANT Total				**$ 4,562.54**
ELIZABETH NEVAREZ	10/20/2023	4020542	130	$ 87.48
ELIZABETH NEVAREZ Total				**$ 87.48**
EMERIC BISBEE	10/27/2023	4020603	060	$ 112.00
EMERIC BISBEE Total				**$ 112.00**
EMILY BETH MCCHRISTIAN	10/27/2023	4020649	010	$ 28.17
EMILY BETH MCCHRISTIAN Total				**$ 28.17**
ERIC ARMIN INC	10/20/2023	4020486	010	$ 119.64
ERIC ARMIN INC Total				**$ 119.64**
ERIN DEVINE	10/6/2023	4020295	080	$ 21,372.00
ERIN DEVINE Total				**$ 21,372.00**
eSpark INC.	10/20/2023	4020563	060	$ 3,240.00
eSpark INC. Total				**$ 3,240.00**
FABER COMMUNICATIONS CORP	10/27/2023	4020665	010	$ 15,000.00
FABER COMMUNICATIONS CORP Total				**$ 15,000.00**
FEDERAL EXPRESS	10/6/2023	4020345	010	$ 187.47
	10/20/2023	4020509	010	$ 89.62
	10/27/2023	4020604	010	$ 76.23
		4020650	010	$ 35.55
FEDERAL EXPRESS Total				**$ 388.87**
FIRST BOOK	10/13/2023	4020379	010	$ 548.86
FIRST BOOK Total				**$ 548.86**
FLORENCE MARIE SUL	10/27/2023	4020605	010	$ 339.92
FLORENCE MARIE SUL Total				**$ 339.92**
FOLEY & SONS INC	10/6/2023	4020239	010	$ 256.23
FOLEY & SONS INC Total				**$ 256.23**
FROG HOLLOW FARM	10/13/2023	4020380	130	$ 987.50
		4020430	130	$ 1,280.50
	10/20/2023	4020510	130	$ 1,280.50
	10/27/2023	4020666	130	$ 1,280.50
FROG HOLLOW FARM Total				**$ 4,829.00**
GEINAH LIM NIERRA	10/13/2023	4020451	080	$ 210.00
GEINAH LIM NIERRA Total				**$ 210.00**
GENERATION GENIUS INC	10/20/2023	4020526	060	$ 125.00
GENERATION GENIUS INC Total				**$ 125.00**
GEORGE WILLIAM KLEIDON	10/13/2023	4020404	010	$ 67.92
GEORGE WILLIAM KLEIDON Total				**$ 67.92**
GLORIA ELENA SERMENO	10/27/2023	4020667	010	$ 421.09
GLORIA ELENA SERMENO Total				**$ 421.09**
GOLD STAR FOODS	10/19/2023	4020475	130	$ 206,815.38
GOLD STAR FOODS Total				**$ 206,815.38**
GOMEZ C. ZULEMA	10/27/2023	4020624	010	$ 150.00
GOMEZ C. ZULEMA Total				**$ 150.00**
GUTIERREZ, JAIME M	10/6/2023	4020252	010	$ 137.76
GUTIERREZ, JAIME M Total				**$ 137.76**
HAPPY NUMBERS INC	10/6/2023	4020346	060	$ 2,900.00
HAPPY NUMBERS INC Total				**$ 2,900.00**
HEATHER EDWINA MUIR	10/13/2023	4020405	010	$ 23.86
HEATHER EDWINA MUIR Total				**$ 23.86**

AP Check Register - Pivot Table Summary by Vendor
October 2023

Vendor Name	Date	Warrant #	Fund	Sum of Amount
HOME DEPOT U.S.A. INC.	10/13/2023	4020431	050	$ 2,492.30
	10/20/2023	4020567	010	$ 152.34
HOME DEPOT U.S.A. INC. Total				**$ 2,644.64**
HORIZON DISTRIBUTORS INC	10/13/2023	4020432	050	$ 225.50
HORIZON DISTRIBUTORS INC Total				**$ 225.50**
HOUGHTON MIFFLIN HARCOURT	10/27/2023	4020668	060	$ 3,572.39
HOUGHTON MIFFLIN HARCOURT Total				**$ 3,572.39**
HUYNH, VAN	10/6/2023	4020253	010	$ 199.55
HUYNH, VAN Total				**$ 199.55**
IBM CORPORATION	10/20/2023	4020568	010	$ 6,061.99
IBM CORPORATION Total				**$ 6,061.99**
ICU TECHNOLOGIES INC	10/20/2023	4020569	060	$ 230,684.00
ICU TECHNOLOGIES INC Total				**$ 230,684.00**
IMEE ALMAZAN	10/27/2023	4020651	010	$ 614.29
IMEE ALMAZAN Total				**$ 614.29**
INEZ ZURITA	10/27/2023	4020606	080	$ 8,250.00
INEZ ZURITA Total				**$ 8,250.00**
INGRID GRACIANO	10/13/2023	4020406	010	$ 32.91
	10/6/2023	4020286	010	$ 91.52
INGRID GRACIANO Total				**$ 124.43**
IRIS LYNN CHAREST	10/6/2023	4020287	010	$ 161.18
IRIS LYNN CHAREST Total				**$ 161.18**
IRMA GUERRA MARTINEZ	10/20/2023	4020570	130	$ 149.00
IRMA GUERRA MARTINEZ Total				**$ 149.00**
IXL LEARNING INC.	10/13/2023	4020433	060	$ 10,753.00
	10/20/2023	4020487	060	$ 7,926.00
IXL LEARNING INC. Total				**$ 18,679.00**
JACQUELINE MONTEJANO	10/13/2023	4020452	010	$ 441.89
JACQUELINE MONTEJANO Total				**$ 441.89**
JANDELLY MARTINEZ	10/27/2023	4020669	010	$ 17.97
JANDELLY MARTINEZ Total				**$ 17.97**
JANET ALVAREZ	10/13/2023	4020453	010	$ 150.00
JANET ALVAREZ Total				**$ 150.00**
JAZZY LIEN NGUYEN	10/13/2023	4020361	130	$ 39.38
JAZZY LIEN NGUYEN Total				**$ 39.38**
JEANS PALACE INC.	10/20/2023	4020543	060	$ 233.95
JEANS PALACE INC. Total				**$ 233.95**
JENNIFER TIMMINS	10/13/2023	4020407	010	$ 13.50
	10/6/2023	4020305	060	$ 74.02
JENNIFER TIMMINS Total				**$ 87.52**
JESSE M SERNA	10/27/2023	4020652	010	$ 3,300.00
JESSE M SERNA Total				**$ 3,300.00**
JESUS L ARAUJO JR	10/20/2023	4020511	010	$ 300.66
JESUS L ARAUJO JR Total				**$ 300.66**
JOHN MANUEL MENDOZA	10/13/2023	4020454	010	$ 150.00
JOHN MANUEL MENDOZA Total				**$ 150.00**
JORGE A ALVAREZ JR	10/27/2023	4020625	010	$ 150.00
JORGE A ALVAREZ JR Total				**$ 150.00**
JOSIE SANCHEZ ORTEGA	10/13/2023	4020362	130	$ 150.00
JOSIE SANCHEZ ORTEGA Total				**$ 150.00**
JOURNEYED.COM INC.	10/6/2023	4020254	010	$ 2,405.05

AP Check Register - Pivot Table Summary by Vendor
October 2023

Vendor Name	Date	Warrant #	Fund	Sum of Amount
JOURNEYED.COM INC.	10/20/2023	4020571	060	$ 3,386.79
	10/27/2023	4020607	010	$ 140.00
JOURNEYED.COM INC. Total				**$ 5,931.84**
JUANA CHAVEZ	10/27/2023	4020608	130	$ 23.58
JUANA CHAVEZ Total				**$ 23.58**
JUAREZ, ISIDRO	10/13/2023	4020408	010	$ 150.00
JUAREZ, ISIDRO Total				**$ 150.00**
KAISER PERMANENTE	10/20/2023	4020544	670	$ 396.00
	10/27/2023	4020653	670	$ 396.09
KAISER PERMANENTE Total				**$ 792.09**
KATHLEEN LOWY	10/13/2023	4020409	010	$ 441.82
KATHLEEN LOWY Total				**$ 441.82**
KATRINA VALDEZ	10/6/2023	4020306	060	$ 9,207.45
KATRINA VALDEZ Total				**$ 9,207.45**
KATRINA ZHANG	10/13/2023	4020363	130	$ 62.29
KATRINA ZHANG Total				**$ 62.29**
KEENAN & ASSOCIATES	10/6/2023	4020320	670	$ 105,925.00
KEENAN & ASSOCIATES Total				**$ 105,925.00**
KELLY JOYCE	10/6/2023	4020255	010	$ 183.02
KELLY JOYCE Total				**$ 183.02**
KEVIN DAVID WEBSTER	10/6/2023	4020307	080	$ 113.97
KEVIN DAVID WEBSTER Total				**$ 113.97**
KHAI Q. TRAN	10/13/2023	4020434	050	$ 1,540.00
KHAI Q. TRAN Total				**$ 1,540.00**
KIDANGO INC.	10/27/2023	4020609	120	$ 52,963.83
KIDANGO INC. Total				**$ 52,963.83**
KIMBERLY H SIMON	10/6/2023	4020288	010	$ 18.15
KIMBERLY H SIMON Total				**$ 18.15**
KIPP HEARTWOOD ACADEMY	10/6/2023	4020321	010	$ 107,168.00
KIPP HEARTWOOD ACADEMY Total				**$ 107,168.00**
KIPP PRIZE PREPARATORY ACADEMY	10/6/2023	4020322	010	$ 100,205.00
KIPP PRIZE PREPARATORY ACADEMY Total				**$ 100,205.00**
LAKESHORE EQUIPMENT COMPANY	10/13/2023	4020381	010	$ 1,386.87
	10/6/2023	4020256	010	$ 404.06
		4020323	010	$ 289.79
			060	$ 51.43
		4020347	010	$ 108.03
			060	$ 149.31
			120	$ 27,575.17
	10/20/2023	4020545	010	$ 59.44
		4020572	060	$ 416.52
	10/27/2023	4020626	010	$ 248.22
			060	$ 1,003.70
			120	$ 955.78
		4020670	120	$ 37,579.39
LAKESHORE EQUIPMENT COMPANY Total				**$ 70,227.71**
LANGUAGE PEOPLE INC	10/13/2023	4020382	010	$ 577.03
	10/27/2023	4020610	010	$ 4,199.51
LANGUAGE PEOPLE INC Total				**$ 4,776.54**
LAURA ANGELES	10/27/2023	4020671	130	$ 150.00
LAURA ANGELES Total				**$ 150.00**

Vendor Name	Date	Warrant #	Fund	Sum of Amount
LAURA MARTINEZ	10/20/2023	4020546	130	$ 76.51
	10/27/2023	4020672	130	$ 77.95
LAURA MARTINEZ Total				**$ 154.46**
LAWRENCE R KURZIUS	10/6/2023	4020296	010	$ 24,000.00
LAWRENCE R KURZIUS Total				**$ 24,000.00**
LDP INC	10/13/2023	4020455	060	$ 94.51
LDP INC Total				**$ 94.51**
LEON NORRINGTON	10/31/2023	4020700	010	$ 6,855.17
LEON NORRINGTON Total				**$ 6,855.17**
LEO'S COMMERCIAL TIRE INC	10/20/2023	4020488	050	$ 286.31
LEO'S COMMERCIAL TIRE INC Total				**$ 286.31**
LIFELINE SALES CORP	10/19/2023	4020471	130	$ 40,561.14
LIFELINE SALES CORP Total				**$ 40,561.14**
LIFT ENRICHMENT INC	10/20/2023	4020547	060	$ 78,650.00
LIFT ENRICHMENT INC Total				**$ 78,650.00**
LITERACY RESOURCES LLC	10/6/2023	4020348	060	$ 288.36
LITERACY RESOURCES LLC Total				**$ 288.36**
LITTLE HEROES	10/6/2023	4020331	010	$ 7,750.00
			060	$ 16,050.00
	10/12/2023	4020359	010	$ 3,450.00
			060	$ 6,750.00
	10/19/2023	4020469	010	$ 10,500.00
			060	$ 20,100.00
LITTLE HEROES Total				**$ 64,600.00**
LOPEZ, MANNY	10/20/2023	4020512	010	$ 150.00
LOPEZ, MANNY Total				**$ 150.00**
LOWES COMPANIES INC.	10/13/2023	4020435	050	$ 275.31
LOWES COMPANIES INC. Total				**$ 275.31**
LOZANO SMITH LLP	10/20/2023	4020513	010	$ 10,239.00
			080	$ 5,512.50
LOZANO SMITH LLP Total				**$ 15,751.50**
LPA INC	10/6/2023	4020336	210	$ 21,865.35
LPA INC Total				**$ 21,865.35**
LU, RACHEL	10/6/2023	4020257	010	$ 523.25
LU, RACHEL Total				**$ 523.25**
LUIS ABRAHAM TORRES	10/13/2023	4020410	080	$ 57.64
LUIS ABRAHAM TORRES Total				**$ 57.64**
LUIS ENRIQUE GARCIA	10/20/2023	4020548	010	$ 150.00
LUIS ENRIQUE GARCIA Total				**$ 150.00**
LUX BUS AMERICA CO.	10/6/2023	4020240	060	$ 5,646.55
LUX BUS AMERICA CO. Total				**$ 5,646.55**
LUZ VAZQUEZ HERNANDEZ	10/20/2023	4020549	010	$ 150.00
LUZ VAZQUEZ HERNANDEZ Total				**$ 150.00**
MAI, TINA	10/6/2023	4020258	010	$ 199.75
	10/19/2023	4020476	010	$ 199.75
MAI, TINA Total				**$ 399.50**
MANSON WESTERN CORPORATION	10/13/2023	4020436	080	$ 83.00
	10/6/2023	4020259	080	$ 531.79
	10/27/2023	4020627	080	$ 228.61
		4020673	080	$ 216.58
MANSON WESTERN CORPORATION Total				**$ 1,059.98**

AP Check Register - Pivot Table Summary by Vendor
October 2023

Vendor Name	Date	Warrant #	Fund		Sum of Amount
MARCELINA RUIZ	10/20/2023	4020514	010	$	147.63
MARCELINA RUIZ Total				**$**	**147.63**
MARIA CARMINA OROZCO	10/5/2023	4020231	010	$	83.84
MARIA CARMINA OROZCO Total				**$**	**83.84**
MARIA DE JESUS ESPINOZA	10/27/2023	4020674	010	$	52.40
MARIA DE JESUS ESPINOZA Total				**$**	**52.40**
MARIA DOLORES ESPINOZA DE	10/20/2023	4020550	010	$	118.66
MARIA DOLORES ESPINOZA DE Total				**$**	**118.66**
MARIA ELENA CASTILLO	10/13/2023	4020411	010	$	150.00
MARIA ELENA CASTILLO Total				**$**	**150.00**
MARIA L STASI	10/13/2023	4020364	130	$	140.26
MARIA L STASI Total				**$**	**140.26**
MARTIN ALAN BROOKS	10/27/2023	4020611	010	$	394.94
MARTIN ALAN BROOKS Total				**$**	**394.94**
MATEO HARDWICK	10/20/2023	4020527	010	$	146.57
MATEO HARDWICK Total				**$**	**146.57**
MATTHEW WARNER	10/6/2023	4020289	010	$	150.47
MATTHEW WARNER Total				**$**	**150.47**
MAUREEN THANDIWE EHLERS	10/6/2023	4020290	010	$	150.00
MAUREEN THANDIWE EHLERS Total				**$**	**150.00**
MAXIM HEALTHCARE SERVICES	10/13/2023	4020383	010	$	3,320.85
		4020464	010	$	2,565.55
			060	$	47,118.50
			080	$	183,670.34
	10/6/2023	4020349	010	$	3,859.05
	10/27/2023	4020628	010	$	10,270.00
MAXIM HEALTHCARE SERVICES Total				**$**	**250,804.29**
MCGRAW-HILL EDUCATION INC.	10/6/2023	4020260	010	$	476.10
MCGRAW-HILL EDUCATION INC. Total				**$**	**476.10**
MCKINLEY ELEVATOR CORPORATION	10/13/2023	4020437	050	$	200.00
		4020456	050	$	200.00
	10/20/2023	4020489	050	$	52.25
MCKINLEY ELEVATOR CORPORATION Total				**$**	**452.25**
MELISSA PREIKSA	10/20/2023	4020528	010	$	104.00
MELISSA PREIKSA Total				**$**	**104.00**
MELVIN RIVERA	10/6/2023	4020261	010	$	150.00
MELVIN RIVERA Total				**$**	**150.00**
METLIFE SMALL MARKET	10/6/2023	4020324	010	$	2,165.16
METLIFE SMALL MARKET Total				**$**	**2,165.16**
MICHELLE GILBERT	10/20/2023	4020515	010	$	30.00
MICHELLE GILBERT Total				**$**	**30.00**
MID AMERICA ADMINISTRATION	10/31/2023	4020691	010	$	7,998.36
MID AMERICA ADMINISTRATION Total				**$**	**7,998.36**
MIRACLE PLAYSYSTEMS INC.	10/27/2023	4020675	210	$	254,763.69
MIRACLE PLAYSYSTEMS INC. Total				**$**	**254,763.69**
NAAMAN MARTINEZ RIVERA	10/13/2023	4020412	010	$	150.00
NAAMAN MARTINEZ RIVERA Total				**$**	**150.00**
NADIA G MIRANDA	10/20/2023	4020551	130	$	53.71
NADIA G MIRANDA Total				**$**	**53.71**
NAM VAN NGUYEN	10/6/2023	4020262	010	$	150.00
NAM VAN NGUYEN Total				**$**	**150.00**

Vendor Name	Date	Warrant #	Fund	Sum of Amount
NCS PEARSON INC.	10/6/2023	4020263	080	$ 460.74
		4020350	080	$ 336.48
	10/20/2023	4020490	080	$ 66.60
	10/27/2023	4020629	080	$ 126.88
		4020676	080	$ 1,271.32
NCS PEARSON INC. Total				**$ 2,262.02**
NONA WEINER	10/27/2023	4020630	010	$ 221.70
NONA WEINER Total				**$ 221.70**
OFFICE DEPOT BUSINESS SOLUTION	10/6/2023	4020298	010	$ 1,712.19
		4020308	010	$ 1,590.61
		4020325	010	$ 1,698.40
	10/20/2023	4020491	010	$ 1,217.72
		4020516	010	$ 2,133.12
			130	$ 225.27
			210	$ 42.65
		4020529	010	$ 2,400.87
	10/27/2023	4020590	010	$ 3,027.02
			080	$ 1,582.16
			210	$ 68.87
		4020591	010	$ 2,036.89
			050	$ 49.41
		4020592	010	$ 2,916.54
		4020631	010	$ 891.30
			080	$ 170.38
		4020678	010	$ 960.42
OFFICE DEPOT BUSINESS SOLUTION Total				**$ 22,723.82**
OLIVER PACKAGING & EQUIPMENT	10/6/2023	4020309	130	$ 4,244.95
OLIVER PACKAGING & EQUIPMENT Total				**$ 4,244.95**
OLYMPIC TROPHY	10/6/2023	4020351	010	$ 3,570.55
OLYMPIC TROPHY Total				**$ 3,570.55**
ONE STONE APPAREL INC.	10/6/2023	4020264	010	$ 1,067.73
	10/20/2023	4020492	088	$ 4,757.35
	10/27/2023	4020632	088	$ 1,274.69
ONE STONE APPAREL INC. Total				**$ 7,099.77**
O'REILLY AUTOMOTIVE STORES INC	10/13/2023	4020384	010	$ 1,204.84
	10/6/2023	4020297	010	$ 86.96
	10/27/2023	4020612	010	$ 376.86
		4020677	010	$ 64.37
O'REILLY AUTOMOTIVE STORES INC Total				**$ 1,733.03**
OTC DIRECT INC	10/6/2023	4020265	010	$ 171.77
		4020310	088	$ 98.43
	10/20/2023	4020552	010	$ 118.00
			088	$ 276.30
	10/27/2023	4020633	010	$ 34.98
		4020679	010	$ 682.25
OTC DIRECT INC Total				**$ 1,381.73**
PACIFIC EDUCATORS INC.	10/31/2023	4020692	010	$ 33.18
PACIFIC EDUCATORS INC. Total				**$ 33.18**
PAM L. ABERG	10/13/2023	4020457	210	$ 2,185.00
PAM L. ABERG Total				**$ 2,185.00**
PARTRIDGE CONSULTING INC.	10/6/2023	4020299	080	$ 6,000.00

AP Check Register - Pivot Table Summary by Vendor
October 2023

Vendor Name	Date	Warrant #	Fund	Sum of Amount
PARTRIDGE CONSULTING INC. Total				$ 6,000.00
PATRICIA M TOVAR	10/13/2023	4020365	010	$ 69.63
PATRICIA M TOVAR Total				$ 69.63
PATRICIA RODRIGUEZ	10/13/2023	4020438	010	$ 311.25
PATRICIA RODRIGUEZ Total				$ 311.25
PAULINA MARTINEZ	10/6/2023	4020291	010	$ 142.82
PAULINA MARTINEZ Total				$ 142.82
PEGGY GUARDANAPO	10/27/2023	4020634	010	$ 221.70
PEGGY GUARDANAPO Total				$ 221.70
PEREZ, IRVING	10/27/2023	4020613	010	$ 16.28
PEREZ, IRVING Total				$ 16.28
PERRIN BERNANRD SUPOWITZ	10/23/2023	4020580	130	$ 17,767.83
PERRIN BERNANRD SUPOWITZ Total				$ 17,767.83
PG&E	10/5/2023	4020234	010	$ 280,518.01
	10/6/2023	4020241	010	$ 60.65
PG&E Total				$ 280,578.66
PLAY THERAPY SUPPLY LLC	10/13/2023	4020385	010	$ 73.24
PLAY THERAPY SUPPLY LLC Total				$ 73.24
PLUSHY FEELY CORP	10/13/2023	4020386	060	$ 4,361.33
	10/20/2023	4020573	060	$ 353.34
	10/27/2023	4020635	010	$ 101.19
			060	$ 96.27
PLUSHY FEELY CORP Total				$ 4,912.13
POWELL, MATTHEW	10/20/2023	4020517	010	$ 45.85
POWELL, MATTHEW Total				$ 45.85
PRE-PAID LEGAL SERVICES INC.	10/31/2023	4020693	010	$ 242.76
PRE-PAID LEGAL SERVICES INC. Total				$ 242.76
PRO-ED	10/6/2023	4020266	080	$ 410.66
	10/20/2023	4020553	060	$ 798.44
PRO-ED Total				$ 1,209.10
PROJECT SUPPORT SERVICES INC	10/20/2023	4020493	210	$ 320.28
PROJECT SUPPORT SERVICES INC Total				$ 320.28
QUADIENT FINANCE USA, INC.	10/6/2023	4020326	010	$ 10,060.00
QUADIENT FINANCE USA, INC. Total				$ 10,060.00
QUADIENT, INC.	10/6/2023	4020267	010	$ 488.38
QUADIENT, INC. Total				$ 488.38
QUANT, YADIRA	10/20/2023	4020518	010	$ 98.42
QUANT, YADIRA Total				$ 98.42
RACHEL SAMPLES	10/13/2023	4020413	080	$ 28.82
RACHEL SAMPLES Total				$ 28.82
RAFAEL PAREDES	10/27/2023	4020654	080	$ 60.52
RAFAEL PAREDES Total				$ 60.52
RANDALL E. KLEIN	10/13/2023	4020387	010	$ 825.60
RANDALL E. KLEIN Total				$ 825.60
RAUL U. ROSAS	10/27/2023	4020636	010	$ 221.70
RAUL U. ROSAS Total				$ 221.70
RAYMOND GEDDES & CO. INC.	10/20/2023	4020554	088	$ 599.16
RAYMOND GEDDES & CO. INC. Total				$ 599.16
REALLY GOOD STUFF LLC	10/13/2023	4020388	010	$ 140.80
REALLY GOOD STUFF LLC Total				$ 140.80
RECOLOGY SOUTH BAY	10/13/2023	4020458	010	$ 2,068.95

Vendor Name	Date	Warrant #	Fund	Sum of Amount
RECOLOGY SOUTH BAY	10/5/2023	4020235	010	$ 18,473.91
RECOLOGY SOUTH BAY Total				**$ 20,542.86**
RECORDS CONSULTANTS INC.	10/6/2023	4020337	010	$ 36,820.00
RECORDS CONSULTANTS INC. Total				**$ 36,820.00**
REHON & ROBERTS APC	10/6/2023	4020327	010	$ 64,667.98
			210	$ 17,387.85
REHON & ROBERTS APC Total				**$ 82,055.83**
REILLY BEHAVIORAL &	10/20/2023	4020574	080	$ 2,040.00
REILLY BEHAVIORAL & Total				**$ 2,040.00**
RENAISSANCE LEARNING INC.	10/20/2023	4020575	060	$ 10,777.50
	10/27/2023	4020614	060	$ 2,400.00
RENAISSANCE LEARNING INC. Total				**$ 13,177.50**
RESOURCE AREA FOR TEACHERS	10/27/2023	4020655	010	$ 1,025.00
			060	$ 1,025.00
RESOURCE AREA FOR TEACHERS Total				**$ 2,050.00**
RICARDO RIOS	10/27/2023	4020680	010	$ 150.00
RICARDO RIOS Total				**$ 150.00**
RIPCORD INC	10/20/2023	4020576	010	$ 6,404.26
RIPCORD INC Total				**$ 6,404.26**
RIVAS, KAREEN	10/13/2023	4020414	010	$ 136.00
	10/20/2023	4020519	010	$ 99.00
RIVAS, KAREEN Total				**$ 235.00**
RO HEALTH INC.	10/13/2023	4020389	010	$ 13,523.14
		4020465	010	$ 15,665.03
	10/6/2023	4020268	010	$ 16,465.47
	10/27/2023	4020637	010	$ 8,482.78
RO HEALTH INC. Total				**$ 54,136.42**
ROCHESTER 100 INC.	10/6/2023	4020311	010	$ 234.00
ROCHESTER 100 INC. Total				**$ 234.00**
ROCKETSHIP FUERZA	10/6/2023	4020328	010	$ 136,961.00
ROCKETSHIP FUERZA Total				**$ 136,961.00**
ROCKETSHIP SI SE PUEDE	10/6/2023	4020329	010	$ 77,007.00
ROCKETSHIP SI SE PUEDE Total				**$ 77,007.00**
RODAN BUILDERS INC.	10/13/2023	4020366	210	$ 303,232.50
RODAN BUILDERS INC. Total				**$ 303,232.50**
RODAN ENTERPRISES INC.	10/6/2023	4020300	010	$ 492.00
RODAN ENTERPRISES INC. Total				**$ 492.00**
ROLANDO M. BONIFACIO	10/27/2023	4020681	010	$ 221.70
ROLANDO M. BONIFACIO Total				**$ 221.70**
ROUND TABLE PIZZA	10/6/2023	4020269	010	$ 79.81
	10/27/2023	4020638	010	$ 642.92
ROUND TABLE PIZZA Total				**$ 722.73**
RYAN BUNDALIAN CACHOLA	10/20/2023	4020520	080	$ 204.37
RYAN BUNDALIAN CACHOLA Total				**$ 204.37**
S&S WORLDWIDE INC	10/6/2023	4020312	010	$ 308.45
S&S WORLDWIDE INC Total				**$ 308.45**
S.C.C.E.S.J.H.C.A	10/13/2023	4020390	010	$ 450.00
S.C.C.E.S.J.H.C.A Total				**$ 450.00**
SABINA MURESAN	10/20/2023	4020521	010	$ 86.14
SABINA MURESAN Total				**$ 86.14**
SALVADOR GONZALEZ	10/6/2023	4020313	010	$ 214.10

Vendor Name	Date	Warrant #	Fund	Sum of Amount
SALVADOR GONZALEZ Total				$ 214.10
SAN JOSE WATER COMPANY	10/5/2023	4020236	010	$ 97,994.04
SAN JOSE WATER COMPANY Total				$ 97,994.04
SAN MATEO COUNTY SCHOOLS	10/5/2023	4020232	670	$ 208,356.46
SAN MATEO COUNTY SCHOOLS Total				$ 208,356.46
SANDY TUY PHAN	10/6/2023	4020270	010	$ 136.25
SANDY TUY PHAN Total				$ 136.25
SANTA CLARA COUNTY OFFICE OF	10/20/2023	4020494	010	$ 347.35
	10/26/2023	4020585	010	$ 649.00
	10/27/2023	4020615	010	$ 500.00
		4020639	010	$ 870.39
SANTA CLARA COUNTY OFFICE OF Total				$ 2,366.74
SANTA CLARA COUNTY SUPT'S	10/20/2023	4020495	010	$ 700.00
SANTA CLARA COUNTY SUPT'S Total				$ 700.00
SARA RIVERO GARCIA	10/20/2023	4020577	010	$ 101.00
SARA RIVERO GARCIA Total				$ 101.00
SAVE MART SUPERMARKETS	10/6/2023	4020352	010	$ 203.43
	10/20/2023	4020496	010	$ 113.74
SAVE MART SUPERMARKETS Total				$ 317.17
SCHINDLER ELEVATOR CORPORATION	10/13/2023	4020459	050	$ 1,774.26
SCHINDLER ELEVATOR CORPORATION Total				$ 1,774.26
SCHOLASTIC	10/13/2023	4020460	060	$ 467.83
SCHOLASTIC Total				$ 467.83
SCHOLASTIC INC.	10/20/2023	4020555	010	$ 91.32
			060	$ 13.92
SCHOLASTIC INC. Total				$ 105.24
SCHOOL EMPLOYERS ASSOCIATION	10/13/2023	4020391	010	$ 1,950.00
SCHOOL EMPLOYERS ASSOCIATION Total				$ 1,950.00
SCHOOL HEALTH CORPORATION	10/27/2023	4020640	010	$ 397.98
SCHOOL HEALTH CORPORATION Total				$ 397.98
SCHOOL NURSE SUPPLY INC.	10/13/2023	4020392	010	$ 348.24
	10/20/2023	4020497	010	$ 133.63
		4020556	010	$ 343.43
SCHOOL NURSE SUPPLY INC. Total				$ 825.30
SCHOOL SERVICES OF CALIFORNIA	10/20/2023	4020578	010	$ 375.00
SCHOOL SERVICES OF CALIFORNIA Total				$ 375.00
SCHOOL SPECIALTY LLC	10/6/2023	4020353	060	$ 194.30
SCHOOL SPECIALTY LLC Total				$ 194.30
SECOND START LEARNING	10/27/2023	4020616	080	$ 7,490.00
SECOND START LEARNING Total				$ 7,490.00
SELF INSURED SCHOOLS OF	10/12/2023	4020358	670	$ 919,566.00
SELF INSURED SCHOOLS OF Total				$ 919,566.00
SELWAY CONSTRUCTION INC	10/6/2023	4020314	210	$ 4,757.00
SELWAY CONSTRUCTION INC Total				$ 4,757.00
SERVICE STATION SYSTEMS	10/13/2023	4020393	010	$ 275.00
SERVICE STATION SYSTEMS Total				$ 275.00
SFCC INTERMEDIATEHOLDINGS INC	10/6/2023	4020271	010	$ 199.19
		4020354	010	$ 51.46
	10/20/2023	4020498	010	$ 405.10
		4020557	010	$ 103.51
	10/27/2023	4020682	010	$ 57.06

AP Check Register - Pivot Table Summary by Vendor
October 2023

Vendor Name	Date	Warrant #	Fund	Sum of Amount
SFCC INTERMEDIATEHOLDINGS INC Total				**$ 816.32**
SHARED PLATE STRATEGIES LLC	10/20/2023	4020499	130	$ 12,500.00
SHARED PLATE STRATEGIES LLC Total				**$ 12,500.00**
SHAYLYN NORENE ORDAZ	10/13/2023	4020367	010	$ 24.89
SHAYLYN NORENE ORDAZ Total				**$ 24.89**
SITHAN LY	10/13/2023	4020368	130	$ 11.14
SITHAN LY Total				**$ 11.14**
SIXTH DIMENSION PMCM INC	10/20/2023	4020500	210	$ 38,079.50
SIXTH DIMENSION PMCM INC Total				**$ 38,079.50**
SOUNDTRAP US INC	10/6/2023	4020272	060	$ 249.00
SOUNDTRAP US INC Total				**$ 249.00**
SOUTHERN COUNTIES LUBRICANTS	10/27/2023	4020617	010	$ 16,274.23
SOUTHERN COUNTIES LUBRICANTS Total				**$ 16,274.23**
SPRINGBOARD COLLABORATIVE	10/6/2023	4020315	060	$ 33,975.00
SPRINGBOARD COLLABORATIVE Total				**$ 33,975.00**
SPURR	10/20/2023	4020531	010	$ 2,562.71
SPURR Total				**$ 2,562.71**
STANDARD INSURANCE CO.	10/31/2023	4020694	010	$ 16,483.65
STANDARD INSURANCE CO. Total				**$ 16,483.65**
STATE OF CALIFORNIA	10/20/2023	4020522	010	$ 1,909.00
	10/26/2023	4020586	010	$ 32.00
STATE OF CALIFORNIA Total				**$ 1,941.00**
STEPHANIE ANN LOPEZ	10/6/2023	4020292	010	$ 28.56
STEPHANIE ANN LOPEZ Total				**$ 28.56**
STEVEN WAYNE DOTY	10/20/2023	4020501	050	$ 10,718.75
STEVEN WAYNE DOTY Total				**$ 10,718.75**
STLR CORPORATION	10/13/2023	4020394	010	$ 2,312.50
STLR CORPORATION Total				**$ 2,312.50**
STUDIO W ASSOCIATES INC.	10/13/2023	4020369	210	$ 28,668.00
STUDIO W ASSOCIATES INC. Total				**$ 28,668.00**
SUTHERLAND CONSULTING GROUP	10/6/2023	4020301	010	$ 9,649.00
SUTHERLAND CONSULTING GROUP Total				**$ 9,649.00**
SVA ARCHITECTS INC.	10/6/2023	4020273	210	$ 56,639.50
	10/20/2023	4020502	210	$ 1,547.75
SVA ARCHITECTS INC. Total				**$ 58,187.25**
SWEETWATER SOUND INC	10/6/2023	4020274	010	$ 406.45
SWEETWATER SOUND INC Total				**$ 406.45**
SYSCO SAN FRANCISCO INC.	10/23/2023	4020581	130	$ 11,881.90
SYSCO SAN FRANCISCO INC. Total				**$ 11,881.90**
TALTON, VERONICA	10/20/2023	4020523	010	$ 32.75
TALTON, VERONICA Total				**$ 32.75**
TANYA GRACE GUERRERO	10/27/2023	4020656	010	$ 139.49
TANYA GRACE GUERRERO Total				**$ 139.49**
TARGET SPECIALTY PRODUCTS	10/13/2023	4020439	050	$ 3,195.45
TARGET SPECIALTY PRODUCTS Total				**$ 3,195.45**
TEAMSTERS LOCAL #150	10/31/2023	4020695	010	$ 10,709.00
TEAMSTERS LOCAL #150 Total				**$ 10,709.00**
TEAMSTERS MANAGED TRUST FUNDS	10/6/2023	4020330	670	$ 232,478.00
TEAMSTERS MANAGED TRUST FUNDS Total				**$ 232,478.00**
TEXAS LIFE INSURANCE	10/31/2023	4020696	010	$ 6,988.88
TEXAS LIFE INSURANCE Total				**$ 6,988.88**

Vendor Name	Date	Warrant #	Fund	Sum of Amount
THAO THI THU DOAN	10/27/2023	4020641	088	$ 72.15
THAO THI THU DOAN Total				**$ 72.15**
THE CREEKSIDE SCHOOL	10/13/2023	4020395	080	$ 12,690.30
THE CREEKSIDE SCHOOL Total				**$ 12,690.30**
THE DANIELSEN COMPANY	10/19/2023	4020472	130	$ 31,384.37
THE DANIELSEN COMPANY Total				**$ 31,384.37**
THE ENVISIONEERS INC	10/13/2023	4020466	060	$ 95,540.23
THE ENVISIONEERS INC Total				**$ 95,540.23**
THE GOODYEAR TIRE & RUBBER	10/20/2023	4020558	010	$ 7,494.28
THE GOODYEAR TIRE & RUBBER Total				**$ 7,494.28**
THE JUICE PLUS+ COMPANY LLC	10/6/2023	4020275	060	$ 178.00
THE JUICE PLUS+ COMPANY LLC Total				**$ 178.00**
THE PAPE' GROUP INC	10/13/2023	4020440	010	$ 169.00
THE PAPE' GROUP INC Total				**$ 169.00**
THE PROPHET CORPORATION	10/13/2023	4020396	010	$ 510.83
	10/6/2023	4020276	010	$ 1,097.24
		4020316	010	$ 488.03
	10/27/2023	4020642	010	$ 145.79
THE PROPHET CORPORATION Total				**$ 2,241.89**
THE STEPPING STONES GROUP LLC	10/6/2023	4020338	080	$ 66,019.70
THE STEPPING STONES GROUP LLC Total				**$ 66,019.70**
THE TECH MUSEUM OF INNOVATION	10/27/2023	4020618	010	$ 60.00
			060	$ 790.00
	10/31/2023	4020698	060	$ 926.00
THE TECH MUSEUM OF INNOVATION Total				**$ 1,776.00**
THINK TOGETHER	10/13/2023	4020467	060	$ 164,064.18
	10/20/2023	4020524	060	$ 164,064.18
		4020579	120	$ 272,552.64
THINK TOGETHER Total				**$ 600,681.00**
TINA MARIE SANDERS	10/13/2023	4020370	130	$ 110.70
TINA MARIE SANDERS Total				**$ 110.70**
TOLLNER LAW OFFICES A	10/27/2023	4020619	080	$ 8,000.00
TOLLNER LAW OFFICES A Total				**$ 8,000.00**
TRACY LYNN LOFTIN	10/27/2023	4020657	010	$ 32.04
TRACY LYNN LOFTIN Total				**$ 32.04**
U.S. BANK	10/19/2023	4020474	010	$ 8,246.53
			080	$ 260.00
			130	$ 1,436.85
			210	$ 50.00
U.S. BANK Total				**$ 9,993.38**
UBEO MIDCO LLC	10/6/2023	4020242	010	$ 84.36
			060	$ 413.27
	10/20/2023	4020532	010	$ 1,576.48
			060	$ 3,162.44
			080	$ 120.83
			130	$ 1,065.24
UBEO MIDCO LLC Total				**$ 6,422.62**
ULINE INC	10/27/2023	4020683	010	$ 284.83
ULINE INC Total				**$ 284.83**
UMA RAVISHANKER	10/6/2023	4020277	010	$ 114.11
UMA RAVISHANKER Total				**$ 114.11**

AP Check Register - Pivot Table Summary by Vendor
October 2023

Vendor Name	Date	Warrant #	Fund	Sum of Amount
UNITED PARCEL SERVICE	10/20/2023	4020503	010	$ 171.00
UNITED PARCEL SERVICE Total				**$ 171.00**
UNITED REFRIGERATION INC.	10/13/2023	4020441	140	$ 8,998.54
UNITED REFRIGERATION INC. Total				**$ 8,998.54**
UPKEEP TECHNOLOGIES INC.	10/20/2023	4020559	050	$ 27,588.00
UPKEEP TECHNOLOGIES INC. Total				**$ 27,588.00**
URBANO J GUERRERO	10/13/2023	4020415	010	$ 136.15
URBANO J GUERRERO Total				**$ 136.15**
VALENTIN MOLINA LOPEZ	10/27/2023	4020658	010	$ 200.00
VALENTIN MOLINA LOPEZ Total				**$ 200.00**
VALLEY TRANSPORTATION AUTH.	10/19/2023	4020473	060	$ 5,330.00
VALLEY TRANSPORTATION AUTH. Total				**$ 5,330.00**
VENTRIS LEARNING LLC	10/6/2023	4020355	060	$ 173.13
VENTRIS LEARNING LLC Total				**$ 173.13**
VENTURA SANTIAGO, ROSA	10/6/2023	4020278	010	$ 199.28
VENTURA SANTIAGO, ROSA Total				**$ 199.28**
VERIZON COMMUNICATIONS INC.	10/13/2023	4020461	010	$ 5,091.28
VERIZON COMMUNICATIONS INC. Total				**$ 5,091.28**
VERONICA CASTANEDA	10/6/2023	4020279	010	$ 28.79
VERONICA CASTANEDA Total				**$ 28.79**
VISION SERVICE PLAN	10/13/2023	4020371	670	$ 12,075.13
VISION SERVICE PLAN Total				**$ 12,075.13**
VISTA CENTER FOR THE BLIND &	10/13/2023	4020442	080	$ 997.50
VISTA CENTER FOR THE BLIND & Total				**$ 997.50**
VIVI LLC	10/13/2023	4020397	010	$ 3,180.00
VIVI LLC Total				**$ 3,180.00**
VOCOVISION LLC	10/6/2023	4020302	080	$ 70,821.76
VOCOVISION LLC Total				**$ 70,821.76**
W.W. GRAINGER INC.	10/13/2023	4020443	050	$ 618.54
W.W. GRAINGER INC. Total				**$ 618.54**
WARDS AUTO SUPPLY INC	10/20/2023	4020560	010	$ 283.59
	10/27/2023	4020620	010	$ 577.94
		4020643	010	$ 623.43
WARDS AUTO SUPPLY INC Total				**$ 1,484.96**
WAYSIDE PUBLISHING	10/13/2023	4020398	060	$ 21,554.57
WAYSIDE PUBLISHING Total				**$ 21,554.57**
WEX Health Inc	10/13/2023	4020416	670	$ 60.00
	10/31/2023	4020697	010	$ 300.00
WEX Health Inc Total				**$ 360.00**
WILSON LANGUAGE TRAINING	10/20/2023	4020561	060	$ 1,147.83
WILSON LANGUAGE TRAINING Total				**$ 1,147.83**
WOODWIND & BRASSWIND INC.	10/6/2023	4020280	010	$ 212.05
	10/20/2023	4020562	010	$ 461.48
WOODWIND & BRASSWIND INC. Total				**$ 673.53**
ZOOM VIDEO COMMUNICAITONS INC.	10/6/2023	4020293	010	$ 31,819.00
ZOOM VIDEO COMMUNICAITONS INC. Total				**$ 31,819.00**
Grand Total				**$ 7,008,278.14**

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

11.05

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

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

Subject: **Approve Bond Contracts/Extensions**

Staff Analysis: The District has received a summarized list of bond contracts/extensions dates November 11, 2023.

Recommendation: Staff recommends approval of the Bond Contracts/Extensions.

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

To the Board of Trustees:

Recommend Approval

11.05
Agenda Placement

Meeting: November 11, 2023
Regular Board Meeting

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Alum Rock Union Elementary School District
November 11, 2023 Board Meeting

BOND CONTRACTS/EXTENSIONS

CONTRACTOR NAME	DATE OF SERVICE	COST	PURPOSE
Roebellen	11/10/23	$ No Cost / TBD	Pool of Construction Management Services will allow for the addition of service providers to the existing pool of qualified construction management service providers for a term of up to five years; RFQ B2324-Bonds04.
Underwood & Rosenblum	11/10/23	$ No Cost / TBD	Pool for Surveying Services will allow for the establishment of a pool of qualified surveying service providers for a term of up to five years; RFQ B2324-Bonds07.
Intertek-PSI	11/10/23	$ 11,893.00	Hazmat Inspection Services at Fischer Middle Lockers Project #7. Pricing to include hazardous materials survey, sample collection, testing, final hazardous means and methods, and reporting.
Cal West Fence	11/10/23	$ 59,921.00	Construction Services for Project 10.1 for new fencing at Sheppard Middle School; Sixth Dimension procured small projects pursuant to PCC Section 22032(a) for the procurement and installation of fencing and gates.
Cal West Fence	11/10/23	$ 58,605.00	Construction Services for Project 10.2 for new fences at Painter Elementary School; Sixth Dimension procured small projects pursuant to PCC Section 22032(a) for the procurement and installation of fencing and gates.
Cal West Fence	11/10/23	$ 49,605.00	Construction Services for Project 10.3 for new fences at LUCHA Elementary School; Sixth Dimension procured small projects pursuant to PCC Section 22032(a) for the procurement and installation of fencing and gates.
Ninyo & Moore	11/10/23	$ 14,956.00	Contractor will provide Special Testing and Inspection Services for Portable Classroom Projects at Adelante I and Aptitud; includes site inspections and assessments of DSA drawings at the subject sites; B2223-Bonds49.
Furman Construction Inspection Inc	11/10/23-09/01/24	$ 17,225.00	DSA Inspection Services for Outdoor Classroom at Russo/McEntee Academy Project #6; fee to include the complete project as necessary for DSA required inspections and signoff.
Furman Construction Inspection Inc	11/10/23-09/01/24	$ 17,887.50	DSA Inspection Services for Two Play Structures at McCollam Elementary Project #4; fee to include the complete project as necessary for DSA required inspections and signoff.
Furman Construction Inspection Inc	11/10/23-09/01/24	$ 33,125.00	DSA Inspection Services for the Play Structures at LUCHA ES and Cassell ES Project #3; fee to include the complete project as necessary for DSA required inspections and signoff.

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: November 9, 2023

To the Superintendent of Schools

Subject: **Approve the hazmat inspection services at Clyde L. Fischer Middle School Lockers Project #7**

Staff Analysis: District staff and Program Manager, Cumming Group, requested a proposal from the pre-approved hazmat inspection pool and Intertek-PSI's proposal is the most competitive and comprehensive for the project scope. Pricing to include hazardous materials survey, sample collection, testing, final hazardous means and methods, and reporting.

The cost for this additional work is $11,893.

Firm	Amount
Intertek-PSI	$ 11,893

Recommendation: Staff recommends the Board of Trustees approve the proposal provided by Intertek-PSI for Hazmat Inspection services at Fischer Middle School Locker Project.

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

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

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

Recommended Approval

Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

Intertek-PSI
4703 Tidewater Ave. Suite B
Oakland, CA 94601

Tel +1 510 464 9830
Fax +1 510 434 9696
intertek.com/building

October 25, 2023

Ms. Deborah Slivkoff
Senior Project Manager
Cumming Group
201 Moffett Boulevard
Mountain View, CA 94043

Re: Hazardous Materials Survey & Abatement Oversight
Clyde L. Fischer Middle School
1720 Hopkins Drive
San Jose, CA 95122
PSI Proposal No. 0582-410644

Dear Ms. Slivkoff

Professional Service Industries, Inc., (PSI) an Intertek Company, is pleased to submit this proposal to provide industrial hygiene consulting services in support of the project at the above referenced location. PSI was requested by Cumming Group and the Alum Rock Union School District (ARUSD) to perform a hazardous materials survey and abatement oversight for the Gym Locker Rooms Renovations at Clyde L. Fischer Middle School, located at 1720 Hopkins Drive, in San Jose, California. PSI understands that the scope of the renovations will include:

- Replacement of the lockers in the Boy's and Girl's Locker Rooms in the Gym Building;
- Repainting of the plaster walls and ceilings in the Locker Rooms; and
- Power washing in the Locker Room shower areas.

PSI further understands that the requested consultation support services will generally consist of the following activities:

1. Hazardous materials survey-Sample collection, testing and reporting
2. Abatement oversight & Site observation/Contractor support
4. Project completion: Final hazardous means and methods report

HAZARDOUS MATERIALS SURVEY

The hazardous materials survey will consist of an evaluation of suspect Asbestos-Containing Materials (ACM), Lead-Based Paints (LBP). The onsite survey will be conducted by a U.S. Environmental Protection Agency (EPA) Certified Site Surveillance Technician (CSST) or Certified Asbestos Consultant (CAC) and a California Department of Public Health Lead Inspector/Assessor (I/A) or Sampling Technician (ST).

- PSI will collect and analyze samples per EPA guidelines, which dictates the number and location of samples to be collected. PSI will attempt to sample damaged materials and building areas that are least visible. Damage resulting from the sampling operations will not be repaired. Per conversation with the client representative, PSI will collect plaster, ceramic tiles, mastic, drywall/joint compound, and any other suspect asbestos-containing materials.

- PSI will conduct analysis for asbestos on each sample collected up to the first positive sample in a sample

group using EPA "Method for the Determination of asbestos in Bulk Building Materials" EPA/600/R-93/116, July 1993 on a standard turnaround basis.

- The survey also includes the testing of paints for lead content analysis using a portable X-Ray Fluorescence Analyzer (XRF).

- PSI will develop an estimated quantity of each building material identified as ACM in the designated renovation areas. The quantity will be listed with the material. Any material that cannot be fully accessed will be noted as not having an accurate quantity due to the inaccessibility of the material. Example: Piping that goes from a mechanical room into an enclosure. PSI will report only the quantity observed and note that there is the possibility of additional materials in inaccessible areas. Quantities will be given in square feet for surfacing materials, linear feet for piping insulation, and each for mudded joints and other single item materials.

- CADD drawings will be provided to indicate material sample locations. Drawings will not be to scale. Exterior walls will be shown as single lines without doorways or windows. Drawings will not be meant for construction purposes. Sample location drawings will show the general location within the room or area the sample was taken. Notes on the drawings will give the sample number and analytical results.

- Following completion of the field portion of the survey, a final report will be delivered to the client. This report will contain the detailed results of materials observed, sampling activities, material quantification, material assessment, and drawings.

- The services proposed herein are conventional in nature and do not include any special services that may lessen the risk of conditions that can contribute to moisture, mold or other microbial contaminate amplification in buildings. You may be aware that mold is abundant throughout nature and is comprised of a wide variety of microscopic fungi. Due to its nature, the potential for mold infestations cannot be eliminated. However, PSI offers a wide array of professional Moisture, Waterproofing, Roofing and Indoor Air Quality/Mold Consulting services that can help minimize the likelihood of future occurrences. PSI is interested in discussing these service options with you to suit your specific needs and project objectives.

PARTICIPATION IN CONSTRUCTION MEETING

PSI estimates the attendance at the pre-bid construction meeting with the selected contractor and other personnel retained to work on the project. During this meeting, PSI will provide consultation regarding project activities and discuss the contractor's submittal packages relative to site preparation, work methods and waste management. Weekly project meetings during the abatement phase will be attended by PSI's field staff or project manager, as needed.

SITE OBSERVATION AND PERIMETER AIR SAMPLING

During the work, PSI will provide daily observations to document that the contractor is performing the work in general compliance with applicable asbestos and lead regulatory requirements. PSI's on-site representative will observe the integrity of the work area's isolation and engineering controls prior to the start of work. Items that will be observed include air filtration equipment, critical barriers, staging areas, and ground-fault interruption electrical equipment. Deficiencies observed in the work area will be brought to the attention of the contractor for correction.

This proposal also includes the collection and analysis of perimeter air samples for asbestos and lead. Air sampling will be performed in interior areas adjacent to work areas to document conditions. The sampling media will consist of 25-millimeter (mm), three-piece cassettes with 50-mm electrically conductive extension cowls and 0.8-micron pore size mixed cellulose ester (MCE) filters. Samples will be collected according to the procedures described in National Institute for Occupational Safety and Health (NIOSH) Method 7400 and analyzed by phase contrast microscopy (PCM) at Micro Analytical Laboratories' NVLAP-accredited analytical laboratory in Emeryville, CA. Sample results will be reported in fibers per cubic centimeter of air (f/cc) and will be compared to the EPA DOSH recommended criteria.

Perimeter air samples for lead will be collected using low-volume air sampling pumps calibrated to draw air at a flow rate ranging from 2 to 3 liters of air per minute. The sampling media consists of 37 millimeter (mm), three-piece cassettes, with 0.8-micron pore size mixed cellulose ester filters. Samples will be collected according to the procedures described in National Institute for Occupational Safety and Health (NIOSH) Method 7082 using Flame Atomic Absorption (FAA) method. The samples will be analyzed at Micro Analytical Laboratories' NVLAP-accredited analytical laboratory using the NIOSH 7082 Method.

Representative perimeter asbestos air samples will be collected outside of the regulated work areas during removal activities. The sampling media for perimeter air sampling will consisted of 25-millimeter (mm), three-piece cassettes with 50-mm electrically conductive extension cowls and 0.8-micron pore size mixed cellulose ester (MCE) filters. Samples will be collected per the procedures described in National Institute for Occupational Safety and Health (NIOSH) Method 7400 and analyzed at Micro Analytical Laboratories' NVLAP-accredited analytical laboratory. Sample results will be reported in fibers per cubic centimeter of air (f/cc) and will be compared to both the Environmental Protection Agency (EPA) recommended re-occupancy criteria and the DOSH perimeter level of less than 0.01 f/cc. Perimeter air samples will be collected for approximately 4 hours during abatement shifts.

REVIEW OF CONTRACTOR SUBMITTAL PACKAGE

Once the hazardous material abatement contractor has been selected by AUSD, PSI will review the selected contractor's submittal package for general compliance with the applicable regulatory requirements. Deficiencies in the package will be brought to the attention of the contractor in the form of a letter. For pricing purposes, PSI has assumed that the submittal will be substantially complete and a letter from PSI will indicate that the general submittal requirements have been met.

POST ABATEMENT AIR AND WIPE SAMPLING

Final air sampling will be performed after asbestos removal is complete and after all areas within the work areas have passed a visual inspection. The sampling media will consist of 25-millimeter (mm), three-piece cassettes with 50-mm electrically conductive extension cowls and 0.45-micron pore size mixed cellulose ester (MCE) filters. Analysis will be performed by on a 24-hour turnaround using Transmission Electron Microscopy (TEM) at Micro Analytical Laboratories, in accordance to the U.S. EPA's "Interim Transmission Electron Microscopy Method" (1987), 40 CFR Part 763.

PSI will perform clearance wipe sampling within each building for lead at the completion of the abatement and installation of interior finishes, and prior to reoccupancy. The wipe samples will be analyzed for lead content Micro Analytical Laboratories' NVLAP-accredited analytical laboratory using Inductively Coupled Plasma (EPA Method 6010) or Atomic Absorption (EPA Modified SW846 7420) and compared to the California Department of Public Health clearance standard of 10 micrograms per square foot ($\mu g/ft^2$) for interior floors.

FINAL REPORT

PSI will issue a project summary report after completion of the renovation project. The final report will contain the following items:

- Executive Summary
- Air Sampling Summary
- Certifications for on-site Personnel

The report will include documentation detailing abatement work completed, results of monitoring and contractor observations, results of clearance sampling, copies of waste manifests for the disposal of hazardous and non-hazardous waste for the Site, site inspection reports (daily field reports) of abatement activities and summary of abatement activities, abatement activity personnel, and certification that the abatement activities substantially complied with all applicable Health and Safety laws, guidelines, and requirements of Cal/OSHA Title 8, California Department of Education (CDE), Department of Toxic Substances Control (DTSC), and the California Division of the State Architect (DSA).

COST ESTIMATE

PSI proposes to perform the work on a time and materials basis with a not-to-exceed (NTE) cost estimate. A summary of our NTE cost estimate is provided in the attached Table 1.

To comply with the requirements of our insurance providers, we require written authorization on each of our projects. If you wish our firm to provide you the services proposed above, please sign and return a copy of this proposal as soon as practicable. If you have any questions or comments regarding this proposal, please do not hesitate to contact me at (510) 464-983. Thank you for your consideration.

Respectfully Submitted,
PROFESSIONAL SERVICE INDUSTRIES, INC.

Jerald Cook, CIH, CAC
Senior Industrial Hygienist

L. J. "Jerry" Stallworth
Department Manager/ Principal Consultant

TABLE 1 – COST ESTIMATE

Item	Unit	Quantity	Unit Cost	Total Cost
Limited pre-renovation survey & report				
Project Manager	Hour	4.0	$125.00	$500.00
Staff Industrial Hygienist	Hour	8.0	$95.00	$760.00
Bulk asbestos samples (PLM analysis)	Each	30	$15.00	$450.00
XRF Rental	Day	1.0	$250.00	$250.00
Ladder Rental	Day	1.0	$65.00	$65.00
Field Vehicle	Day	1.0	$90.00	$90.00
			Subtotal	**$2,115.00**
Report of Findings				
Principal Consultant/CIH	Hour	1.0	$195.00	$195.00
Project Manager	Hour	4.0	$125.00	$500.00
CADD	Hour	3.0	$85.00	$255.00
Clerical	Hour	1.0	$65.00	$65.00
			Subtotal	**$1,015.00**
			Total	**$3,130.00**

Abatement oversight & final report (assume up to 4 full-time shifts)				
Principal Consultant/CIH	Hour	2.0	$195.00	$390.00
Project Manager (Includes attendance at project pre-bid meeting & review of contractor submittals)	Hour	8.0	$125.00	$1,000.00
Abatement Oversight - Field Industrial Hygienist (10 hr/ shift)	Shift	4.0	$1,200.00	$4,800.00
Lead - Perimeter Air Sample Analysis - (2 per shift + blank) - 24-Hr TAT	Each	12.0	$34.00	$408.00
Asbestos -Perimeter PCM Air Sample Analysis - (2 per shift + 2 blanks) - 24-Hr TAT	Each	16.0	$16.00	$256.00
Asbestos -Clearance TEM Air Sample Analysis - (5 per homogeneous area) - 24-Hr TAT	Each	5.0	$120.00	$600.00
Waste Characterization Sample Analysis for Lead - (Total Threshold Leachable Concentration (TTLC) & Soluble Threshold Limit Concentration (STLC), if needed - (5-10 Day TAT), Assume 2 Total	Each	2.0	$360.00	$720.00
Post-Construction Lead Wipe Samples - (Approx. 1 per Locker Room)	Each	2.0	$27.00	$54.00
Field Vehicle	Each	4.5	$90.00	$405.00
Clerical	Hour	2.0	$65.00	$130.00
			Subtotal	**$8,763.00**

Alternate 1: Additional Full-Time Abatement Oversight (Per Shift, Includes Perimeter Sampling)				
Additional Full-Time Shift	Each	1.0	$1,575.00	$1,575.00

Alternate 2: Additional Part-Time Abatement Oversight (Per Shift, Includes Perimeter Sampling)				
Additional Part-Time Shift	Each	1.0	$975.00	$975.00

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: November 9, 2023

To the Superintendent of Schools

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

Staff Analysis: A Request for Qualifications for RFQ #B2324-Bonds04 Construction Management Services was issued September 14, 2023. Response for the Request were received on October 23, 2023. Approval of this Board item will allow for the addition of service providers to the existing pool of qualified construction management service providers for a term of up to five years.

As a result, the District received one (1) response to the RFQ. After review of the qualifications and interviews, it is recommended the following firm be added to the pool of qualified firm: Roebellen.

There is no cost associated for this pool of Construction Management Services. Each specific project will require proposals as needed.

Recommendation: Staff recommends the Board of Trustees accept Roebellen for the Construction Management Services pool.

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

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

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

Recommended Approval

_____ _____

Agenda Placement Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

Roebbelen®

QUALITY CONSTRUCTION SINCE 1959
INSTITUTIONAL • COMMERCIAL • INDUSTRIAL

October 23, 2023

Mr. Marc Freitas
Director of Bonds
Alum Rock Union School District
2930 Gay Avenue
San Jose, CA 95127

Re: Construction Management Services, RFQ No. 2324-Bonds04

Dear Mr. Freitas:

What an exciting time for Alum Rock Union School District (ARUSD), with the intentional and forward-thinking school facilities program, where children will learn and thrive. Roebbelen has over 60 years of experience in school construction, and we hope to be your trusted partner in the implementation of your Facilities Master Plan.

The team we are proposing has significant experience in delivering school modernizations, additions, renovations, and new school facilities. Working collaboratively, our experience will translate into value for the district as we strive to create efficiency to maximize dollars. Roebbelen combines the professional services of a traditional construction manager with our extensive experience as a general contractor. For over 20 years, we have worked as a construction manager guiding over 70 school sites in Northern California. This equates to more than $2 billion in school construction.

Our construction management team includes professionals with decades of experience in implementing school-building programs. Our work is supported by our in-house preconstruction services to support estimating, constructability review, value engineering, and scheduling. This team bids approximately $1 billion in construction annually with a large portfolio of similar building types. They bring exceptional value, efficiency, and reliability.

Roebbelen received a copy of District's form of Agreement for Program and Construction Management Services ("Agreement") attached as APPENDIX A to the RFQ/P. Roebbelen has reviewed the Agreement, including the indemnity provisions and insurance provisions contained therein. If given the opportunity to contract with the District, Roebbelen has no objections to the use of the Agreement.

Roebbelen received a copy of Alum Rock Union School District's form of Agreement attached as Appendix "A" to the RFQ. Roebbelen has reviewed the "Conduct on Project Site and Fingerprinting" provisions contained in the Agreement, and if selected, agrees to comply with the terms of those provisions and Education Code section 45125.01, including, but not limited to, submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees."

Roebbelen certifies that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract(s), nor that any such person will be employed in the performance of any/all contract(s) without immediate divulgence of this fact to the District.

Thank you for your consideration. We cannot wait to work with you. Please contact me should you have any questions or to schedule an interview appointment.

Sincerely,

Robert Kjome
Executive Vice President
(916) 939-4000 | bd@roebbelen.com

FEE RATE SHEET

Our fees are typically proposed as time and materials, with a not to exceed amount for each project that we are assigned. However, we are flexible and can work with any billing practice that is preferred by the District. Reimbursable expenses typically include equipment that is not provided (printers and furniture in the trailer), or printing costs for items that need to be sent out to a printer. It is our expectation that we will be provided with a place to work with furniture, restrooms, and connectivity to power and wireless network. If needed, Roebbelen can provide these items as a reimbursable expense. All other expenses are included within our hourly rates. We understand that receipts are required for all reimbursable expenses.

We strive to be competitive with our hourly rates and are willing to negotiate our fees.

Position Description	Hourly Rates
Sr. Vice President	$210
Director	$200
Sr. Project Manager	$180
Sr. Construction Manager	$180
Construction Manager	$170
Project Manager	$165
Assistant Construction Manager	$150
Project Engineer	$130
Contract Administrator	$100
Constructability Review	$170
Estimator	$165
Scheduler	$165
BIM/VDC Services	$145

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: November 9, 2023

To the Superintendent of Schools

Subject: **Approval of Pool for Surveying Services**

Staff Analysis: A Request for Qualifications for RFQ #2324-Bonds07 Surveying Services was issued on October 9, 2023. Response to the Request were received on October 25, 2023. Approval of this Board item will allow for the establishment of a pool of qualified surveying service providers for a term of up to five years.

As a result, the District received one (1) response to the RFQ. After review of the qualifications and interviews, it is recommended the following firms become part of the pool: Underwood & Rosenblum.

There is no cost associated for this pool of Surveying Services. Each specific project will require proposals as needed.

Recommendation: Staff recommends the Board of Trustees accept Underwood & Rosenblum for the Surveying Services pool.

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

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

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

Recommended Approval

_____ _____
Agenda Placement Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

UNDERWOOD & ROSENBLUM, INC.
civil engineers and surveyors

October 25, 2023

Mr. Marc Freitas
Director of Bonds
2930 Gay Avenue
San Jose, CA 95127

RE: Request for Qualifications Site Survey Services

Dear Marc Freitas:

It is a pleasure to submit our qualifications for providing topographic and utility surveying services for the Alum Rock Union School District (ARUSD). Underwood & Rosenblum, Inc. (U&R) has extensive experience working with ARUSD and over 80 Bay Area school districts, colleges, municipalities, and cities to provide these types of services. We offer the Alum Rock Union School District some specific advantages.

An Experienced Firm
U&R is a California Corporation located in San Jose. U&R is a Certified Small Business Enterprise and has been providing Civil Engineering and Land Surveying consulting services to the Bay Area municipalities, public agencies, and communities since 1978.

Qualified and Responsive
With U&R you will always receive:

- Knowledge of ARUSD schools
- Experience of 40 years and thousands of school-related projects
- Senior-level management working on and overseeing each project.
- A well-known and respected leader in the development of school facilities.
- Clear understanding of how schools are different from private development.
- Experience collaborating with local Architects, School Districts, and utility agencies.
- Current and State-of-the-Art Engineering knowledge & Survey technology and equipment.

Our Team and Main Point of Contact
As you see in our submission, we have organized our staff to provide the most responsive service for ARUSD. We have established myself, Frank Rosenblum, as the Principal and main point of contact for this contract. I will ensure that the firm's resources are being utilized effectively to respond efficiently to each and every project.

We look forward to your favorable review of our qualifications and hope to extend our excellent relationship with Alum Rock Union School District for topographic and utility surveying services.

"I, Frank Rosenblum, received a copy of the District's standardized form of Agreement for Professional Services ("Agreement") attached as Exhibit "A" to the RFQ/P. U&R Civil Engineers and Surveyors has reviewed the indemnity provisions and professional liability insurance provisions contained in the Agreement. If given the opportunity to contract with the District, U&R has no objections to the use of the Agreement."

I certify that I am legally permitted to conduct business in the State of California and properly licensed for the scope of services.

U&R certifies that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract(s), nor that any such person will be employed in the performance of any/all contract(s) without immediate divulgence of this fact to the District

REGISTRATION
Civil Engineer, California No. 42857, active since 1987
Land Surveyor, California No. 6395, active since 1990

By virtue of submission, I, Frank Rosenblum, declare that all information provided in the Submittal is true and correct.

Truly yours,
Underwood & Rosenblum, Inc.



Frank M. Rosenblum, PE, PLS Principal
Main Point of Contact
408.483.8496
frank@uandr.com

Section 7

Fee Proposal

7 | Billing Rate Schedule

UNDERWOOD & ROSENBLUM, INC.

2023 BILLING RATES

SERVICE	HOURLY RATE
Principal Engineer	$ 260.00
Principal Land Surveyor	260.00
Senior Engineer	225.00
Associate Engineer/Assoc. Land Surveyor	195.00
Assistant Engineer/Surveyor	165.00
Engineering/Surveying Technician	145.00
Senior Drafter-Engineering	130.00
Senior Drafter-Surveying	130.00
Drafter-Engineering	120.00
Drafter-Surveying	120.00
Technician	110.00
Administrative Assistant	100.00
1-Person Field Survey	270.00
1-Person Field Survey Prevailing Wage	300.00
2-Person Field Survey Crew	390.00
2-Person Field Survey Prevailing Wage	450.00
3-Person Field Survey Crew	510.00
3-Person Field Survey Prevailing Wage	600.00
Expert Witness Testimony	400.00

Other Reimbursable Expenses

- Automobile	$0.60 per mile
- Blueprints, Reproductions, Deliveries Maps, Deeds, Documents, etc.	Cost + 15%

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: November 09, 2023

To the Superintendent of Schools

Subject: **Approve Construction Services for Project 10.1 for new fences at Sheppard Middle School.**

Staff Analysis: Per District request Sixth Dimension procured small projects pursuant to PCC Section 22032(a) for the procurement and installation of fencing and gates. Proposals were requested from two contractors and Sixth Dimension negotiated a contract with Cal-West Fence.

The cost for this work is $59,921.

Item	Amount
Contract Amount	$ 59,921

Recommendation: Staff recommends that the Board of Trustees award the contract to Cal West Fence, in the amount of $59,921.

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

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

To the Board of Trustees: Meeting: November 09, 2023
Regular Board Meeting

Recommended Approval

Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

AGREEMENT FOR CONSTRUCTION SERVICES (SMALL PROJECTS)

AGREEMENT FOR PROJECT 10.1 NEW FENCES AT WILLIAM SHEPPARD MS

THIS CONTRACT is made and entered into this **9th** day of **November**, **2023**, by and between **CAL WEST FENCE** ("Contractor") and Alum Rock Union School District ("District") ("Contract").

1. The Contractor shall furnish to the District for a total price of **FIFTY-NINE THOUSAND NINE HUNDRED TWENTY-ONE** dollars **($59,921)** ("Contract Price"), the following services ("Services" or "Work"):

   See Exhibit A

2. Contractor shall perform the Work at **William Sheppard MS, 480 Rough and Ready Rd., San Jose, CA 95133** ("Site"). The Project is the scope of Work performed at the Site.

3. Work shall be completed within **Thirty (30)** consecutive calendar days ("Contract Time") from the date specified in the District's Notice to Proceed.

   It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents (as defined herein) including, without limitation, the Drawings and Specifications and submission of all documents required to secure funding or by the Division of the State Architect ("DSA") for close-out of the Project, under the direction and supervision of, and subject to the approval of, the District or its authorized representative.

4. Contractor agrees that if the Work is not completed within the Contract Time and/or pursuant to the completion schedule, construction schedule, or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged, and agreed that the District will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Contractor shall pay to the District, as fixed and liquidated damages for these incalculable damages, the sum of **ONE HUNDRED TWENTY-FIVE** dollars (**$125**) per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule, or project milestones established pursuant to the Contract.

5. This Contract incorporates by this reference the Terms and Conditions attached hereto. Contractor, by executing this Contract, agrees to comply with all the Terms and Conditions.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

6. This Contract incorporates by this reference the Contract Documents attached hereto. Contractor, by executing this Contract, agrees to comply with all obligations set forth in the Contract Documents. The Contract Documents include only the following documents, as indicated:

_____ Notice to Bidders	_____ Lead-Product(s) Certification
_____ Instructions to Bidders	_____ Roofing Project Certification
_____ Bid Form and Proposal	_____ Registered Subcontractor List
_____ Bid Bond	__X_ Insurance Certificates and Endorsements
__X_ Noncollusion Declaration	
_____ Iran Contracting Act Certification	__X_ Performance Bond
_____ Designated Subcontractors List	__X_ Payment Bond
__X_ Notice to Proceed	_____ Specifications
__X_ Prevailing Wage Certification	__X_ Plans
__X_ Workers' Compensation Certification	__X_ Special Conditions
__X_ Criminal Background Investigation / Fingerprinting Certification	__X_ Exhibit "A" ("Scope of Work")
	_____ Federal Debarment Certification
__X_ Drug-Free Workplace Certification	_____ Federal Byrd Anti-Lobbying Certification
__X_ Tobacco-Free Environment Certification	_____ _____ [Other]
	_____ _____ [Other]
_____ Asbestos & Other Hazardous Materials Certification	

7. Contractor shall not commence the Work under this Contract until the Contractor has submitted and the District has approved the performance bond, payment (labor and material) bond, the certificate(s) and the endorsement(s) of insurance required under the Terms and Conditions and the District has issued a Notice to Proceed.

8. Payment for the Work shall be made in accordance with the Terms and Conditions.

9. The Design Professional In General Responsible Charge for the Project is N/A (IR-A-22 work) ("Architect"), the construction manager on the Project is Sixth Dimension PMCM, Inc. ("Construction Manager"), and the project inspector on the Project is N/A (IR-A-22 work) ("Project Inspector"). Contractor hereby acknowledges that the Architect, the Construction Manager, the Project Inspector, and the Division of the State Architect have authority to approve and/or suspend Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. No work shall be carried on except with the knowledge and under the inspection of said Project Inspector. Project Inspector shall have free access to any or all parts of work at any time. Contractor shall furnish Project Inspector reasonable opportunities for obtaining such information as may be necessary to keep Project Inspector fully informed respecting progress, manner of work, and character of materials. The Contractor shall be liable for any delay caused by its non-compliant Work or its failure to provide proper notification for inspection.

10. Inspection and acceptance of the Work shall be performed by Ed Villareal, Director, Maintenance, Operations, and Transportation.

11. Any notice required or permitted to be given under this Contract shall be deemed to have been given, served, and received if given in writing and either personally delivered

or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile or email, addressed as follows:

District

Alum Rock Union School District
ATTN: Marc Freitas, Director, Bonds
2930 Gay Ave
San Jose, CA 95127
marc.frietas@arusd.org

Contractor

Name: CAL WEST FENCE
ATTN: Diery Maldonado
12505 Sycamore Ave
San Martin, CA 95046
(408) 695-0065 Fax
diery@calwestfence.com

Any notice personally given or sent by facsimile or email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

12. Contractor shall guarantee all labor and material used in the performance of this Contract for a period of one (1) year from the date of the District's written approval of the Work.

13. Each party has the full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authorized and empowered to enter into this Contract.

14. By signing this Contract, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct.

ACCEPTED AND AGREED on the date indicated below:

Dated: _____, 20___

Alum Rock Union School District

Signature: _____

Print Name: _____

Print Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail: _____

Dated: October 5th, 2023

Contractor: CAL WEST FENCE

Signature: _____

Print Name: Diery Maldonado

Print Title: President

License No.: 836779

Registration No.: 1000055639

Address: 12505 Sycamore Ave, San Martin, CA 95046

Telephone: (408) 695-0015

Facsimile: (408) 695-0065

E-Mail: diery@calwestfence.com

Information regarding Contractor:

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
X Corporation, State: California
____ Limited Liability Company
____ Other: _____

82-4027570
_____:
Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Contractor to furnish the information requested in this section.

TERMS AND CONDITIONS TO CONTRACT

NOTICE TO PROCEED: District shall provide a Notice to Proceed to Contractor pursuant to the Contract at which time Contractor shall proceed with the Work.

STANDARD OF CARE: Contractor shall perform, diligently prosecute and complete the Work in a good and workmanlike manner within the Contract Time, and in strict conformity with all Contract Documents.

SITE EXAMINATION: Contractor has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. By submitting its quote, Contractor warrants that it has made all Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Contractor's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site.

PERMITS, LICENSES AND REGISTRATION: Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, all licenses, registration and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.

PROJECT INSPECTION CARD: Contractor shall verify that forms DSA 152 Project Inspection Card (or current version) are issued for the Project prior to commencement of construction.

NOTIFICATION: Contractor shall notify the Architect and Project Inspector, in writing, of the commencement and completion of construction of each and every aspect of the work at least 48 hours in advance by submitting form DSA 156 (or current version) to the Project Inspector. Forms are available on the DSA's website at: http://www.dgs.ca.gov/dsa/Forms.aspx.

LABOR, MATERIALS AND EQUIPMENT: Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the Work specifications attached hereto. Unless otherwise specified, all materials shall be new and previously unused, and of the manufacturer's latest model or the best of their respective kinds and grades as noted or specified, and workmanship shall be of good quality.

SUBSTITUTIONS: No substitutions of material from those specified in the Work Specifications shall be made without the prior written approval of the District. Contractor shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute, as well as any costs that the District incurs for professional services, including DSA fees. District may deduct those costs from any amounts owing to Contractor for the review of the request for substitution, even if the request for substitution is not approved. Contractor shall, in the event that a substitute is less costly than that specified, credit the District with one-hundred percent (100%) of the net difference between the substitute and the originally specified material.

INDEPENDENT CONTRACTOR STATUS: While engaged in carrying out the Services of this Contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District. Contractor shall be solely responsible for its own Workers' Compensation insurance, taxes, and other similar charges or obligations. Contractor shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.

CONTRACTOR SUPERVISION: Contractor shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship.

WORKERS: Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without written consent from the District.

SUBCONTRACTORS: Subcontractors, if any, engaged by the Contractor for any Service or Work under this Contract shall be subject to the approval of the District. Contractor agrees to bind every subcontractor by the terms of the Contract as far as such terms are applicable to subcontractor's work, including, without limitation, all registration, indemnification, insurance,

bond, and warranty requirements. If Contractor shall subcontract any part of this Contract, Contractor shall be fully responsible to the District for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor and the District.

SAFETY AND SECURITY: Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

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CLEAN UP: Debris shall be removed from the Site. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.

PROTECTION OF WORK AND PROPERTY: Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public, and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.

FORCE MAJEURE: The Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants, or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Contractor.

CORRECTION OF ERRORS: Contractor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions that are caused by the Contractor's failure to comply with the approved plans and specifications and the standard of care required herein. Schedule delays resulting from unauthorized work shall be Contractor's responsibility.

NO RELIEF FROM OBLIGATIONS BASED ON REVIEW BY OTHER PERSONS: Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents by act or omission of the District, Architect, Construction Manager, Project Inspector, or DSA or other entities having jurisdiction including, but not limited to, administration of the Contract, review of submittals, or by tests, observation, inspection, or permit/interconnection approvals.

DISTRICT'S RIGHT TO PERFORM WORK: If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this Contract, the District, after **FORTY-EIGHT (48)** hours' written notice to the Contractor, may make good such deficiencies, without prejudice to any other remedy it may have, including but not limited to the District hiring its own forces or another contractor to replace the Contractor's nonconforming Work, in which case the District shall either issue a deductive Change Order, a Construction Change Directive, or invoice the Contractor for the cost of that work. Contractor shall pay any invoices within thirty (30) days of receipt of same or District may withhold those amounts from payment(s) otherwise due to Contractor.

ACCESS TO WORK: District representatives, Architect, and Project Inspector shall at all times have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.

OCCUPANCY: District reserves the right to occupy buildings at any time before formal Contract completion and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall such occupancy extend the date specified for completion of the Work.

PAYMENT: On a monthly basis, Contractor shall submit an application for payment based upon the estimated value for materials delivered or services performed under the Contract as of the date of submission ("Application for Payment"). Within thirty (30) days after District's approval of the Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as verified by Architect and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The District may withhold or deduct from any payment an amount

necessary to protect the District from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the District in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop payment notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract price or by the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (9) erroneous or false estimates by the Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages, as determined by the District, incurred by the District for which Contractor is liable under the Contract; and (11) any other sums which the District is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums. The District shall retain five percent (5%) from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107, 7200 and 7201.

CHANGE IN SCOPE OF WORK: Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District. Contractor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Contractor also agrees to provide the District with all information requested to substantiate the cost of the change order and to inform the District whether the Work will be done by the Contractor or a subcontractor. In addition to any other information requested, Contractor shall submit, prior to approval of the change order, its request for a time extension (if any), as well as all information necessary to substantiate its belief that such change will delay the completion of the Work. If Contractor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.

INDEMNIFICATION:

24.1 To the furthest extent permitted by California law, Contractor shall indemnify and hold harmless the District, its agents, representatives, officers, consultants, employees, and volunteers (the "Indemnified Parties") from any and all demands, damages, injuries, losses, expenses, liabilities, claims, suits, and actions (the "Claims") of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising from, arising out of, connected with, or resulting from, in whole or in part, the performance of this Contract unless the claims are caused wholly by the sole or active negligence or willful misconduct of the Indemnified Parties and/or defects in design furnished by the Architect, as found by a court or arbitrator of competent jurisdiction, in which case the Contractor's indemnification and hold harmless obligation shall be reduced by the proportion of the Indemnitees' and/or Architect's liability.

24.2 Contractor shall also, to the furthest extent permitted by California law, defend the Indemnified Parties at Contractor's own expense, including attorneys' fees and costs, from any and all claims directly or indirectly arising from, arising out of, connected with, or resulting from the performance of this Contract unless the claims are caused wholly by the sole or active negligence or willful misconduct of the Indemnified Parties and/or defects in design furnished by the Architect, as found by a court or arbitrator of competent jurisdiction, in which case, without impacting Contractor's obligation to provide an immediate and ongoing defense of the Indemnified Parties, the Contractor's defense obligation shall be retroactively reduced by the proportion of the Indemnitees' and/or Architect's liability. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the District.

24.3 Pursuant to Public Contract Code section 9201, the District shall provide timely notification to Contractor of the receipt of any third-party claim relating to this Contract. The District shall be entitled to recover its reasonable costs incurred in providing said notification.

24.4 If the Indemnitees provide their own defense due to failure to timely respond to tender of defense, rejection of tender of defense, or conflict of interest of proposed counsel, Contractor shall reimburse Indemnitees for any expenditures, including reasonable attorney's fees and costs.

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24.5 The District may retain so much of the moneys due the Contractor as shall be considered necessary, until disposition of any such suit, claims or actions for damages or until the District has received written agreement from the Contractor that it will unconditionally defend the Indemnified Parties, and pay any damages due by reason of settlement or judgment.

24.6 The Contractor's defense and indemnification obligations hereunder shall survive the completion of Work, including the warranty/guarantee period, and/or the termination of the Contract.

PAYMENT BOND AND PERFORMANCE BOND: Contractor shall not commence the Work until it has provided to the District, in a form acceptable to the District, a Payment (Labor and Material) Bond and a Performance Bond, each in an amount equivalent to one hundred percent (100%) of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.

CONTRACTOR'S INSURANCE:

26.1 The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits not less than the amount indicated below. If Contractor normally carries insurance in an amount greater than the minimum amounts required by District, that greater amount shall become the minimum required amount of insurance for purposes of the Contract. Therefore, Contractor hereby acknowledges and agrees that all insurance carried by it shall be deemed liability coverage for all actions it performs in connection with the Contract.

Type of Coverage	**Minimum Requirement**
Commercial General Liability Insurance, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000
Automobile Liability Insurance - Any Auto	
Combined Single Limit	$ 1,000,000
Workers' Compensation	Statutory Limits
Employer's Liability	$ 1,000,000

Type of Coverage	**Minimum Requirement**
Commercial General Liability Insurance, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	$ _,000,000
General Aggregate	$ _,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	$ _,000,000
General Aggregate	$ _,000,000
Workers' Compensation	Statutory Limits
Employer's Liability	$ _,000,000

26.1.1 **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Contractor, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

26.1.2 **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Contract are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

26.2 **Proof of Insurance.** The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

26.2.1 A clause stating: "This policy shall not be canceled until notice has been mailed to the District, stating date of cancellation. Date of cancellation shall not be less than thirty (30) days after date of mailing notice."

26.2.2 Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation notice will be sent, and length of notice period.

26.2.3 An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, and Employers' Liability Insurance.

26.2.4 All policies except the Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

26.2.5 An endorsement stating that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District.

26.2.6 An endorsement stating that there shall be a waiver of any subrogation.

26.2.7 Contractor's insurance limit shall apply separately to each insured against whom a claim is made or suit is brought.

26.3 **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

WARRANTY/QUALITY: Unless a longer warranty is called for elsewhere in the Contract Documents, the Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from filing the Notice of Completion with the county in which the Site is located. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.

CONFIDENTIALITY: The Contractor shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that Contractor encounters while performing the Contractor's Work to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes all student, parent, and disciplinary information.

LIMITATION OF DISTRICT LIABILITY: District's financial obligations under this Contract shall be limited to the payment of the compensation provided in this Contract. Notwithstanding any other provision of this Contract, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, or lost bonding capacity, arising out of or in connection with this Contract for the services performed in connection with this Contract.

COMPLIANCE WITH LAWS: Contractor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

LABOR CODE REQUIREMENTS: Contractor represents that Contractor and all Subcontractors shall not be presently debarred, suspended, proposed for disbarment, declared ineligible or excluded pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7. The Contractor shall comply with all applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1 – 5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars ($1,000). Copies of the prevailing rate of per diem wages are on file with the District or available online at http://www.dir.ca.gov/. In addition, the Contractor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, beginning with Section 1720, and including Section 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts.

31.1 **Registration**: Contractor and its subcontractor(s) shall be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 and in accordance with Labor Code section 1771.1.

31.2 **Registered Subcontractor List**: Within 30 days of the award of contract or prior to commencing the Work under this Contract, whichever occurs first, Contractor shall provide District all information required by Labor Code section 1773.3, as amended by Stats. 2017, Ch. 28, Sec. 21, for Company and all tiers of Subcontractors to enable District to provide notice to the Department of Industrial Relations (DIR) of the Contract (PWC-100 form). Contractor shall submit and maintain an updated Registered Subcontractor List including all Subcontractors of any tier furnishing labor, material, or equipment to the Project.

31.3 **Certified Payroll Records**: Contractor and its subcontractor(s) shall upload certified payroll records ("CPR") electronically using California Department of Industrial Relations' (DIR) eCPR System by uploading the CPRs by electronic XML file or entering each record manually using the DIR's iform (or current form) online directly to the DIR on no less than every 30 days while Work is being performed and within 30 days after the final day of Work performed on the Project, and within ten (10) days of any request by the District or Labor Commissioner at http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html or current application and URL, showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each subcontractor in connection with the Work.

31.4 **Labor Compliance**: Contractor shall perform the Work of the Project while complying with all the applicable regulations, including section 16000, et seq., of Title 8 of the California Code of Regulations and is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations.

ANTI-DISCRIMINATION: Contractor herein agrees to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations found to be applicable to Contractor and all of its subcontractors. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

ANTI-TRUST CLAIM: Contractor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the parties.

CONTRACTOR CLAIMS: In the event of any demand by Contractor for (A) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by the District under the Contract, (B) payment by the District of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or to which Contractor is not otherwise entitled to, or (C) an amount of payment disputed by the District, the parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 9204 and/or Article 1.5 (commencing with section 20104) of Chapter 1, Part, 3, Division 2, of the Public Contract Code, if applicable, the provisions of which are each attached hereto and incorporated herein by this reference. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Contractor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Contractor submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process. Pending resolution of the dispute, Contractor and its subcontractors shall continue to perform the Work under the Contract and shall not cause a delay of the Work, including the disputed work, during any dispute, claim, negotiation, mediation, or arbitration proceeding, except by written agreement of the District.

ATTORNEY FEES/COSTS: Should litigation be necessary to enforce any terms or provisions of this Contract, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

TERMINATION: If Contractor fails to perform the Services and Contractor's duties to the satisfaction of the District, or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract, or if Contractor violates any of the terms or provisions of this Contract, District shall have the right to terminate this Contract and/or Contractor's right to perform the Work of the Contract for cause effective immediately upon the District giving written notice thereof to the Contractor. The Contractor and its performance bond surety, if any, shall be liable for all damages caused to the District by reason of the Contractor's failure to perform and complete the Contract. District shall also have the right in its sole discretion to terminate the Contract and/or Contractor's right to perform the Work of the Contract for its own convenience upon District giving three (3) days' written notice thereof to the Contractor. In case of a termination for convenience, Contractor shall be paid for the actual cost for labor, materials, and services performed including, without limitation, Contractor's and its subcontractor(s)' mobilization and/or demobilization costs, that is unpaid and can be documented through timesheets, invoices, receipts, or otherwise. Termination shall have no effect upon any of the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of termination. In the event termination for cause is determined to have not been for cause, the termination shall be deemed to have been a termination for convenience effective as of the same date as the purported termination for cause.

ASSIGNMENT OF CONTRACT: Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without the prior written consent of the District.

TIME IS OF THE ESSENCE: Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract.

CALCULATION OF TIME: For the purposes of this Contract, "days" refers to calendar days unless otherwise specified.

GOVERNING LAW: This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in a County in which the District administration office is located.

BINDING CONTRACT: This Contract shall be binding upon the parties hereto and upon their successors and assigns, and shall inure to the benefit of said parties and their successors and assigns.

DISTRICT WAIVER: District's waiver of any term, condition, covenant or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition or covenant.

CAPTIONS AND INTERPRETATIONS: Paragraph headings in this Contract are used solely for convenience, and shall be wholly disregarded in the construction of this Contract. No provision of this Contract shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Contract shall be construed as if jointly prepared by the parties.

INVALID TERM: If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.

PROVISIONS REQUIRED BY LAW DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.

ENTIRE CONTRACT: This Contract sets forth the entire agreement between the parties hereto and fully supersedes any and all prior agreements, understandings, written or oral, between the parties hereto pertaining to the subject matter thereof.

NO ORAL MODIFICATIONS: No oral agreement or conversation with any officer, agent, or employee of District, either before or after execution of Contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising the Contract.

Public Contract Code section 9204

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on their own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute that is enacted before January 1, 2027, deletes or extends that date.

Public Contract Code sections 20104 – 20104.6

§ 20104.

(a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars ($375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

§ 20104.2.

For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars ($50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars ($50,000) and less than or equal to three hundred seventy-five thousand dollars ($375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

§ 20104.4.

The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

§ 20104.6.

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

NONCOLLUSION DECLARATION
Public Contract Code Section 7106

TO BE EXECUTED BY CONTRACTOR AND SUBMITTED WITH CONTRACT

The undersigned declares:

I am the _____ of _____,
(Title) (Bidder Name)
the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on this ____ day of _____, 20__ at _____.
(City, State)

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

PREVAILING WAGE CERTIFICATION

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project, including, without limitation, labor compliance monitoring and enforcement by the Department of Industrial Relations.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

> Every employer except the State shall secure the payment of compensation in one or more of the following ways:
>
> a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
>
> b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

CRIMINAL BACKGROUND INVESTIGATION /FINGERPRINTING CERTIFICATION

The undersigned does hereby certify to the District that I am a representative of the Contractor currently under contract with the District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken at least one of the following actions (check all that apply):

☐ Pursuant to Education Code section 45125.2(a), Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees, Subcontractors or suppliers and District pupils at all times; and/or

☐ Pursuant to Education Code section 45125.2(a), Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice ("DOJ") has ascertained, or as described below, will ascertain, has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's and its subcontractors' or suppliers' employees is:

Name: _____

Title: _____

NOTE: If Contractor is a sole proprietor, and elects the above option, Contractor must have the above-named employee's fingerprints prepared and submitted by District for submission to the DOJ, in accordance with Education Code section 45125.1(h). No work shall commence until such determination by DOJ has been made.

☐ Pursuant to Education Code section 45125.2(a), the District will take appropriate steps to protect the safety of any pupils that may come in contact with Contractor's employees, subcontractors or suppliers so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.2 shall not apply to Contractor under the Contract.

☐ The Work on the Contract is either (i) at an unoccupied school site and no employee of Contractor and/or subcontractor or supplier of any tier of the Contract shall come in contact with the District pupils or (ii) if Contractor's employees or any subcontractor or supplier of any tier of the Contract interacts with pupils, such interaction shall only take place under the immediate supervision and control of the pupil's parent or guardian or a school employee, so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Contractor under the Contract.

☐ The Contractor, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its Subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the DOJ has determined (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). When the Contractor performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. No work shall commence until the Department of Justice ascertains that Contractor's employees and any subcontractors' employees have not been convicted of a felony as defined in Government Code Section 45122.1.

A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto as ATTACHMENT "A;" and/or

☐ The Contractor is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(h) with respect to all Contractor's employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and hereby agrees to the District's preparation and submission of fingerprints such that the DOJ may determine (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). No work shall commence until the Department of Justice ascertains that Contractor's employees and any subcontractors' employees have not been convicted of a felony as defined in Government Code Section 45122.1.

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors or suppliers, and employees of Subcontractors or suppliers coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

[CONTINUED ON NEXT PAGE]

ATTACHMENT "A"

List of Employees/Subcontractors

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

If further space is required for the list of employees/subcontractors, attach additional copies of this page.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

REGISTERED SUBCONTRACTORS LIST
(Labor Code Section 1771.1)

PROJECT: _____

Date Submitted (for Updates): _____

Contractor acknowledges and agrees that it must clearly set forth below the name and Department of Industrial Relations (DIR) registration number of each subcontractor **for all tiers** who will perform work or labor or render service to Contractor or its subcontractors in or about the construction of the Work **at least two (2) weeks before the subcontractor is scheduled to perform work.** This document is to be updated as all tiers of subcontractors are identified.

Contractor acknowledges and agrees that, if Contractor fails to list as to any subcontractor of any tier who performs any portion of Work, the Contract is subject to cancellation and the Contractor will be subjected to penalty under applicable law.

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

Subcontractor Name: _____
DIR Registration #: _____
Portion of Work: _____

Subcontractor Name: _____
DIR Registration #: _____
Portion of Work: _____

Subcontractor Name: _____
DIR Registration #: _____
Portion of Work: _____

Subcontractor Name: _____
DIR Registration #: _____
Portion of Work: _____

Subcontractor Name: _____
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DIR Registration #: _____
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Subcontractor Name: _____
DIR Registration #: _____
Portion of Work: _____

Subcontractor Name: _____
DIR Registration #: _____
Portion of Work: _____

Subcontractor Name: _____
DIR Registration #: _____
Portion of Work: _____

Date: _____

Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

INFORMAL BID PACKET - CUPCCAA

EXHIBIT A - SCOPE OF WORK

PROJECT BACKGROUND AND DESCRIPTION STATEMENT

Remove existing chain link fence and replace with new (district provided) 6' chain link fence with high-density polyethylene (HDPE) privacy slats to screen campus students from public view.

PROJECT NOTES

WILLIAM SHEPPARD MS 480 ROUGH AND READY RD., SAN JOSE, CA 95133: +/- 560 L.F.

Note 1 Construction Temp Fence

Temporary construction fence with privacy screen is required anywhere fence remains down overnight.

TASK LIST

Each task has been assigned a number for reference throughout the rest of this document and during the commission of the project. Contractor shall perform the Work at the following location(s):

Task 1 South Parking Lot (N-S): +/- 22 L.F.

Remove existing double-swing vehicle gate. Fabricate and install one (1) double-swing vehicle gate with minimum opening 20'. Fabricate and install ne Sheppard Parking lot between BLDG G and existing athletic field fence.

Task 2 South Parking Lot (N-S): +/- 40 L.F.

Fabricate and install new 6' chain link fence with double-walled HDPE privacy slats from corner if BLDG G to walkway adjacent to BLDG F. fabricate and install one(1) double-swing maintenance access gate.

Task 3 South Parking Lot (E-W): +/- 130 L.F.

Fabricate and installed new 6' chain link fence with double-walled HDPE privacy slats along the parking lot between BLDG F and the sidewalk; fabricate and install one(1) single-swing pedestrian gate across the walkway; fabricate and install one(1) double- swing maintenance access gate.

Task 4 Rough and Ready Rd (N-S): +/- 322 L.F.

Install new 6' chain link fence with double-walled HDPE privacy slats along Rough and Ready Road; fabricate and install one(1) single swing emergency exit gate with panic hardware.

Task 5 North Parking Lot: +/- 93 L.F.

Install new 6' chain link fence with double-walled HDPE privacy slats along the parking lot between the sidewalk and BLDG A; fabricate and install one (1) single swing pedestrian gate.

Task 6 BLDG A : +/- 14 L.F.

Install new 6' chain link fence with double-walled HDPE privacy slats between BLDG F and the Trash enclosure; fabricate and install one(1) single swing emergency exit gate with panic hardware; install stop to prevent gate from impacting building; remove two anti-vehicle bollards; fill holes.

CAL WEST FENCE

12505 Sycamore Ave San Martin CA, 95046
(408) 695-0015 phone (408) 695-0065 fax
License # 836779 DIR 1000055639
UNION COMPANY

PROPOSAL

Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the registrar of the board whose address is: Contractors' State License Board, 3132 Bradshaw Road, Sacramento, CA 95826.

PROPOSAL SUBMITTED TO		E-MAIL	DATE
BLAZE OMIDI			10/4/23
PHONE NUMBER	FAX NUMBER	JOB NAME	
		WILLIAM SHEPPARD	
ADDRESS, CITY, STATE, ZIP		JOB LOCATION	
		SAN JOSE	

We hereby submit estimates and specifications for:

Furnish and Install fence and gates per plans and specs.

- **6' TALL CHAIN LINK FENCE (621' LF.)**
- **(1) PEDESTRIAN GATE WITH PANIC BAR**
- **(2) PEDESTRIAN GATE WITH FULCRUM LATCH**
- **(1) 20' WIDE BDL. FIRE TRUCK GATE**
- **(3) DBL. SWING SERVICE GATE**
- **(200' LF OF FABRIC PROVIDE BY THE SCHOOL)**
- **360' LF SCHOOL PROVIDED**
- **TOP & MID RAIL**

EXCLUSIONS: Lay out, permit fees, surveying, clearing and grubbing, staking, core drilling, backfill, locating underground utilities, and repairs and off-haul.

NOTICE TO OWNER: (Section 7019 - Contractors License Law) - Under the Mechanics' Law, any contractor, subcontractor, laborer, materialman or other person who helps to improve your property and is not paid for his labor, services or material, has a right to enforce his claim against your property. Under the law, you may protect yourself against such claims by filing, before commencing such work of improvement, an original contract for the work of improvement or a modification thereof, in the office of the recorder of the county where the property is situated and requiring that a contractor's payment bond be recorded in such office. Said bond shall be in an amount not less than fifty percent (50%) of the contract price and shall, in addition to any conditions for the performance of the contract, be conditioned for the payment in full of the claims of all persons furnishing labor, services, equipment or materials for the work described in said contract.

We propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

Fifty Nine Thousand Nine Hundred And Twenty One dollars ($ 59,921)

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature _____
Diery Maldonado

Note: This proposal may be withdrawn by us if not accepted within 15 days.

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Signature _____

Date of Acceptance _____

Instructions / Face Sheet
for
AGREEMENT FOR CONSTRUCTION SERVICES (SMALL PROJECTS)

Contract Number: _____
Funding Source: _____
Budget Number: _____
Site/Department: _____
Program Responsibility: _____

The District employee that is providing the attached Agreement for Construction Services (Small Projects) to the person or entity that will be providing services to the District should first do the following:

1. *Determine whether the agreement for construction services involves an expenditure under the bid threshold in Public Contract Code § 20111(b) ($15,000) or, if the Uniform Public Construction Cost Accounting Act has been adopted by the District, Public Contract Code § 22032(a) ($60,000).*
   - → *Short form agreement may also be used for projects over the bid threshold as long as the District complies with competitive bidding requirements (i.e. Notice to Bidders, Noncollusion Declaration, etc.).*
2. *Review the insurance requirements for the District and revise the insurance provisions of the agreement accordingly.*
3. *Review the forms under section 4 and determine which of those documents should be attached to the agreement (i.e. bid documents, payment bond if the project expenditure exceeds $25,000, provisions for federal funds, etc.).*

• *Regarding Fingerprinting Certification* •

☐ *CONTRACTOR will have **NO** contact with students.*

☐ *CONTRACTOR will have contact with students only in the immediate presence of a District staff member.*

☐ *CONTRACTOR will have unsupervised contact with students. A contractor certification is attached.*

☐ *Is CONTRACTOR a sole proprietor? District must submit fingerprints to CA DOJ.*

_____ _____
District Representative's Signature *Date*

4. *Completely fill in all blanks in the Contract.*
5. *Ensure there is an accurate and complete description of the Contractor's Scope of Work.*
6. *Require the Contractor to complete the following before it begins working under the Contract:*
   - *All required certificates and documents, including insurance documents and bonds (if required).*
   - *All information regarding the Contractor located after the signature block.*
7. *Electronically file a PWC-100 form with the Department of Industrial Relations within thirty (30) days after award of contract or before work commences, whichever occurs first.*

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: November 09, 2023

To the Superintendent of Schools

Subject: **Approve Construction Services for Project 10.2 for new fences at Ben Painter Elementary School.**

Staff Analysis: Per District request Sixth Dimension procured small projects pursuant to PCC Section 22032(a) for the procurement and installation of fencing and gates. Proposals were requested from two contractors and Sixth Dimension negotiated a contract with Cal-West Fence.

The cost for this work is $58,605.

Item	Amount
Contract Amount	$ 58,605

Recommendation: Staff recommends that the Board of Trustees award the contract amount to Cal West Fence, in the amount of $58,605.

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

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

To the Board of Trustees: Meeting: November 09, 2023
Regular Board Meeting

Recommended Approval

Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

AGREEMENT FOR CONSTRUCTION SERVICES (SMALL PROJECTS)

AGREEMENT FOR PROJECT 10.2 REPLACE FENCES AT BEN PAINTER ES

THIS CONTRACT is made and entered into this **9th** day of **November**, **2023**, by and between **CAL WEST FENCE** ("Contractor") and Alum Rock Union School District ("District") ("Contract").

1. The Contractor shall furnish to the District for a total price of **FIFTY-EIGHT THOUDAND SIX HUNDRED FIVE** dollars **($58,605)** ("Contract Price"), the following services ("Services" or "Work"):

   See Exhibit A

2. Contractor shall perform the Work at **Ben Painter ES, 500 Rough and Ready Rd., San Jose, CA 95133** ("Site"). The Project is the scope of Work performed at the Site.

3. Work shall be completed within **Thirty (30)** consecutive calendar days ("Contract Time") from the date specified in the District's Notice to Proceed.

   It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents (as defined herein) including, without limitation, the Drawings and Specifications and submission of all documents required to secure funding or by the Division of the State Architect ("DSA") for close-out of the Project, under the direction and supervision of, and subject to the approval of, the District or its authorized representative.

4. Contractor agrees that if the Work is not completed within the Contract Time and/or pursuant to the completion schedule, construction schedule, or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged, and agreed that the District will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Contractor shall pay to the District, as fixed and liquidated damages for these incalculable damages, the sum of **ONE HUNDRED TWENTY-FIVE** dollars (**$125**) per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule, or project milestones established pursuant to the Contract.

5. This Contract incorporates by this reference the Terms and Conditions attached hereto. Contractor, by executing this Contract, agrees to comply with all the Terms and Conditions.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

6. This Contract incorporates by this reference the Contract Documents attached hereto. Contractor, by executing this Contract, agrees to comply with all obligations set forth in the Contract Documents. The Contract Documents include only the following documents, as indicated:

_____ Notice to Bidders	_____ Lead-Product(s) Certification
_____ Instructions to Bidders	_____ Roofing Project Certification
_____ Bid Form and Proposal	_____ Registered Subcontractor List
_____ Bid Bond	__X_ Insurance Certificates and Endorsements
__X_ Noncollusion Declaration	__X_ Performance Bond
_____ Iran Contracting Act Certification	__X_ Payment Bond
_____ Designated Subcontractors List	_____ Specifications
__X_ Notice to Proceed	__X_ Plans
__X_ Prevailing Wage Certification	__X_ Special Conditions
__X_ Workers' Compensation Certification	__X_ Exhibit "A" ("Scope of Work")
__X_ Criminal Background Investigation / Fingerprinting Certification	_____ Federal Debarment Certification
__X_ Drug-Free Workplace Certification	_____ Federal Byrd Anti-Lobbying Certification
__X_ Tobacco-Free Environment Certification	_____ _____ [Other]
_____ Asbestos & Other Hazardous Materials Certification	_____ _____ [Other]

7. Contractor shall not commence the Work under this Contract until the Contractor has submitted and the District has approved the performance bond, payment (labor and material) bond, the certificate(s) and the endorsement(s) of insurance required under the Terms and Conditions and the District has issued a Notice to Proceed.

8. Payment for the Work shall be made in accordance with the Terms and Conditions.

9. The Design Professional In General Responsible Charge for the Project is N/A (IR-A-22 work) ("Architect"), the construction manager on the Project is Sixth Dimension PMCM, Inc. ("Construction Manager"), and the project inspector on the Project is N/A (IR-A-22 work) ("Project Inspector"). Contractor hereby acknowledges that the Architect, the Construction Manager, the Project Inspector, and the Division of the State Architect have authority to approve and/or suspend Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. No work shall be carried on except with the knowledge and under the inspection of said Project Inspector. Project Inspector shall have free access to any or all parts of work at any time. Contractor shall furnish Project Inspector reasonable opportunities for obtaining such information as may be necessary to keep Project Inspector fully informed respecting progress, manner of work, and character of materials. The Contractor shall be liable for any delay caused by its non-compliant Work or its failure to provide proper notification for inspection.

10. Inspection and acceptance of the Work shall be performed by Ed Villareal, Director, Maintenance, Operations, and Transportation.

11. Any notice required or permitted to be given under this Contract shall be deemed to have been given, served, and received if given in writing and either personally delivered

or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile or email, addressed as follows:

District

Alum Rock Union School District
ATTN: Marc Freitas, Director, Bonds
2930 Gay Ave
San Jose, CA 95127
marc.frietas@arusd.org

Contractor

Name: CAL WEST FENCE
ATTN: Diery Maldonado
12505 Sycamore Ave
San Martin, CA 95046
(408) 695-0065 Fax
diery@calwestfence.com

Any notice personally given or sent by facsimile or email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

12. Contractor shall guarantee all labor and material used in the performance of this Contract for a period of one (1) year from the date of the District's written approval of the Work.

13. Each party has the full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authorized and empowered to enter into this Contract.

14. By signing this Contract, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct.

ACCEPTED AND AGREED on the date indicated below:

Dated: _____, 20___

Alum Rock Union School District

Signature: _____

Print Name: _____

Print Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail: _____

Dated: October 5th, 2023

Contractor: CAL WEST FENCE

Signature: _____

Print Name: Diery Maldonado

Print Title: President

License No.: 836779

Registration No.: 1000055639

Address: 12505 Sycamore Ave, San Martin, CA 95046

Telephone: (408) 695-0015

Facsimile: (408) 695-0065

E-Mail: diery@calwestfence.com

Information regarding Contractor:

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
X___ Corporation, State: California
____ Limited Liability Company
____ Other: _____

82-4027570
_____:
Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Contractor to furnish the information requested in this section.

TERMS AND CONDITIONS TO CONTRACT

NOTICE TO PROCEED: District shall provide a Notice to Proceed to Contractor pursuant to the Contract at which time Contractor shall proceed with the Work.

STANDARD OF CARE: Contractor shall perform, diligently prosecute and complete the Work in a good and workmanlike manner within the Contract Time, and in strict conformity with all Contract Documents.

SITE EXAMINATION: Contractor has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. By submitting its quote, Contractor warrants that it has made all Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Contractor's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site.

PERMITS, LICENSES AND REGISTRATION: Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, all licenses, registration and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.

PROJECT INSPECTION CARD: Contractor shall verify that forms DSA 152 Project Inspection Card (or current version) are issued for the Project prior to commencement of construction.

NOTIFICATION: Contractor shall notify the Architect and Project Inspector, in writing, of the commencement and completion of construction of each and every aspect of the work at least 48 hours in advance by submitting form DSA 156 (or current version) to the Project Inspector. Forms are available on the DSA's website at: http://www.dgs.ca.gov/dsa/Forms.aspx.

LABOR, MATERIALS AND EQUIPMENT: Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the Work specifications attached hereto. Unless otherwise specified, all materials shall be new and previously unused, and of the manufacturer's latest model or the best of their respective kinds and grades as noted or specified, and workmanship shall be of good quality.

SUBSTITUTIONS: No substitutions of material from those specified in the Work Specifications shall be made without the prior written approval of the District. Contractor shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute, as well as any costs that the District incurs for professional services, including DSA fees. District may deduct those costs from any amounts owing to Contractor for the review of the request for substitution, even if the request for substitution is not approved. Contractor shall, in the event that a substitute is less costly than that specified, credit the District with one-hundred percent (100%) of the net difference between the substitute and the originally specified material.

INDEPENDENT CONTRACTOR STATUS: While engaged in carrying out the Services of this Contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District. Contractor shall be solely responsible for its own Workers' Compensation insurance, taxes, and other similar charges or obligations. Contractor shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.

CONTRACTOR SUPERVISION: Contractor shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship.

WORKERS: Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without written consent from the District.

SUBCONTRACTORS: Subcontractors, if any, engaged by the Contractor for any Service or Work under this Contract shall be subject to the approval of the District. Contractor agrees to bind every subcontractor by the terms of the Contract as far as such terms are applicable to subcontractor's work, including, without limitation, all registration, indemnification, insurance,

bond, and warranty requirements. If Contractor shall subcontract any part of this Contract, Contractor shall be fully responsible to the District for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor and the District.

SAFETY AND SECURITY: Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

CLEAN UP: Debris shall be removed from the Site. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.

PROTECTION OF WORK AND PROPERTY: Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public, and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.

FORCE MAJEURE: The Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants, or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Contractor.

CORRECTION OF ERRORS: Contractor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions that are caused by the Contractor's failure to comply with the approved plans and specifications and the standard of care required herein. Schedule delays resulting from unauthorized work shall be Contractor's responsibility.

NO RELIEF FROM OBLIGATIONS BASED ON REVIEW BY OTHER PERSONS: Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents by act or omission of the District, Architect, Construction Manager, Project Inspector, or DSA or other entities having jurisdiction including, but not limited to, administration of the Contract, review of submittals, or by tests, observation, inspection, or permit/interconnection approvals.

DISTRICT'S RIGHT TO PERFORM WORK: If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this Contract, the District, after **FORTY-EIGHT (48)** hours' written notice to the Contractor, may make good such deficiencies, without prejudice to any other remedy it may have, including but not limited to the District hiring its own forces or another contractor to replace the Contractor's nonconforming Work, in which case the District shall either issue a deductive Change Order, a Construction Change Directive, or invoice the Contractor for the cost of that work. Contractor shall pay any invoices within thirty (30) days of receipt of same or District may withhold those amounts from payment(s) otherwise due to Contractor.

ACCESS TO WORK: District representatives, Architect, and Project Inspector shall at all times have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.

OCCUPANCY: District reserves the right to occupy buildings at any time before formal Contract completion and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall such occupancy extend the date specified for completion of the Work.

PAYMENT: On a monthly basis, Contractor shall submit an application for payment based upon the estimated value for materials delivered or services performed under the Contract as of the date of submission ("Application for Payment"). Within thirty (30) days after District's approval of the Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as verified by Architect and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The District may withhold or deduct from any payment an amount

necessary to protect the District from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the District in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop payment notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract price or by the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (9) erroneous or false estimates by the Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages, as determined by the District, incurred by the District for which Contractor is liable under the Contract; and (11) any other sums which the District is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums. The District shall retain five percent (5%) from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107, 7200 and 7201.

CHANGE IN SCOPE OF WORK: Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District. Contractor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Contractor also agrees to provide the District with all information requested to substantiate the cost of the change order and to inform the District whether the Work will be done by the Contractor or a subcontractor. In addition to any other information requested, Contractor shall submit, prior to approval of the change order, its request for a time extension (if any), as well as all information necessary to substantiate its belief that such change will delay the completion of the Work. If Contractor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.

INDEMNIFICATION:

24.1 To the furthest extent permitted by California law, Contractor shall indemnify and hold harmless the District, its agents, representatives, officers, consultants, employees, and volunteers (the "Indemnified Parties") from any and all demands, damages, injuries, losses, expenses, liabilities, claims, suits, and actions (the "Claims") of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising from, arising out of, connected with, or resulting from, in whole or in part, the performance of this Contract unless the claims are caused wholly by the sole or active negligence or willful misconduct of the Indemnified Parties and/or defects in design furnished by the Architect, as found by a court or arbitrator of competent jurisdiction, in which case the Contractor's indemnification and hold harmless obligation shall be reduced by the proportion of the Indemnitees' and/or Architect's liability.

24.2 Contractor shall also, to the furthest extent permitted by California law, defend the Indemnified Parties at Contractor's own expense, including attorneys' fees and costs, from any and all claims directly or indirectly arising from, arising out of, connected with, or resulting from the performance of this Contract unless the claims are caused wholly by the sole or active negligence or willful misconduct of the Indemnified Parties and/or defects in design furnished by the Architect, as found by a court or arbitrator of competent jurisdiction, in which case, without impacting Contractor's obligation to provide an immediate and ongoing defense of the Indemnified Parties, the Contractor's defense obligation shall be retroactively reduced by the proportion of the Indemnitees' and/or Architect's liability. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the District.

24.3 Pursuant to Public Contract Code section 9201, the District shall provide timely notification to Contractor of the receipt of any third-party claim relating to this Contract. The District shall be entitled to recover its reasonable costs incurred in providing said notification.

24.4 If the Indemnitees provide their own defense due to failure to timely respond to tender of defense, rejection of tender of defense, or conflict of interest of proposed counsel, Contractor shall reimburse Indemnitees for any expenditures, including reasonable attorney's fees and costs.

24.5 The District may retain so much of the moneys due the Contractor as shall be considered necessary, until disposition of any such suit, claims or actions for damages or until the District has received written agreement from the Contractor that it will unconditionally defend the Indemnified Parties, and pay any damages due by reason of settlement or judgment.

24.6 The Contractor's defense and indemnification obligations hereunder shall survive the completion of Work, including the warranty/guarantee period, and/or the termination of the Contract.

PAYMENT BOND AND PERFORMANCE BOND: Contractor shall not commence the Work until it has provided to the District, in a form acceptable to the District, a Payment (Labor and Material) Bond and a Performance Bond, each in an amount equivalent to one hundred percent (100%) of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.

CONTRACTOR'S INSURANCE:

26.1 The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits not less than the amount indicated below. If Contractor normally carries insurance in an amount greater than the minimum amounts required by District, that greater amount shall become the minimum required amount of insurance for purposes of the Contract. Therefore, Contractor hereby acknowledges and agrees that all insurance carried by it shall be deemed liability coverage for all actions it performs in connection with the Contract.

Type of Coverage	**Minimum Requirement**
Commercial General Liability Insurance, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000
Automobile Liability Insurance - Any Auto	
Combined Single Limit	$ 1,000,000
Workers' Compensation	Statutory Limits
Employer's Liability	$ 1,000,000

Type of Coverage	**Minimum Requirement**
Commercial General Liability Insurance, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	$ _,000,000
General Aggregate	$ _,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	$ _,000,000
General Aggregate	$ _,000,000
Workers' Compensation	Statutory Limits
Employer's Liability	$ _,000,000

26.1.1 **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Contractor, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

26.1.2 **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Contract are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

26.2 **Proof of Insurance.** The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

26.2.1 A clause stating: "This policy shall not be canceled until notice has been mailed to the District, stating date of cancellation. Date of cancellation shall not be less than thirty (30) days after date of mailing notice."

26.2.2 Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation notice will be sent, and length of notice period.

26.2.3 An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, and Employers' Liability Insurance.

26.2.4 All policies except the Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

26.2.5 An endorsement stating that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District.

26.2.6 An endorsement stating that there shall be a waiver of any subrogation.

26.2.7 Contractor's insurance limit shall apply separately to each insured against whom a claim is made or suit is brought.

26.3 **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

WARRANTY/QUALITY: Unless a longer warranty is called for elsewhere in the Contract Documents, the Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from filing the Notice of Completion with the county in which the Site is located. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.

CONFIDENTIALITY: The Contractor shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that Contractor encounters while performing the Contractor's Work to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes all student, parent, and disciplinary information.

LIMITATION OF DISTRICT LIABILITY: District's financial obligations under this Contract shall be limited to the payment of the compensation provided in this Contract. Notwithstanding any other provision of this Contract, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, or lost bonding capacity, arising out of or in connection with this Contract for the services performed in connection with this Contract.

COMPLIANCE WITH LAWS: Contractor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

California

LABOR CODE REQUIREMENTS: Contractor represents that Contractor and all Subcontractors shall not be presently debarred, suspended, proposed for disbarment, declared ineligible or excluded pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7. The Contractor shall comply with all applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1 – 5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars ($1,000). Copies of the prevailing rate of per diem wages are on file with the District or available online at http://www.dir.ca.gov/. In addition, the Contractor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, beginning with Section 1720, and including Section 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts.

31.1 **Registration**: Contractor and its subcontractor(s) shall be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 and in accordance with Labor Code section 1771.1.

31.2 **Registered Subcontractor List**: Within 30 days of the award of contract or prior to commencing the Work under this Contract, whichever occurs first, Contractor shall provide District all information required by Labor Code section 1773.3, as amended by Stats. 2017, Ch. 28, Sec. 21, for Company and all tiers of Subcontractors to enable District to provide notice to the Department of Industrial Relations (DIR) of the Contract (PWC-100 form). Contractor shall submit and maintain an updated Registered Subcontractor List including all Subcontractors of any tier furnishing labor, material, or equipment to the Project.

31.3 **Certified Payroll Records**: Contractor and its subcontractor(s) shall upload certified payroll records ("CPR") electronically using California Department of Industrial Relations' (DIR) eCPR System by uploading the CPRs by electronic XML file or entering each record manually using the DIR's iform (or current form) online directly to the DIR on no less than every 30 days while Work is being performed and within 30 days after the final day of Work performed on the Project, and within ten (10) days of any request by the District or Labor Commissioner at http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html or current application and URL, showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each subcontractor in connection with the Work.

31.4 **Labor Compliance**: Contractor shall perform the Work of the Project while complying with all the applicable regulations, including section 16000, et seq., of Title 8 of the California Code of Regulations and is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations.

ANTI-DISCRIMINATION: Contractor herein agrees to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations found to be applicable to Contractor and all of its subcontractors. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

ANTI-TRUST CLAIM: Contractor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the parties.

CONTRACTOR CLAIMS: In the event of any demand by Contractor for (A) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by the District under the Contract, (B) payment by the District of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or to which Contractor is not otherwise entitled to, or (C) an amount of payment disputed by the District, the parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 9204 and/or Article 1.5 (commencing with section 20104) of Chapter 1, Part, 3, Division 2, of the Public Contract Code, if applicable, the provisions of which are each attached hereto and incorporated herein by this reference. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Contractor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Contractor submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process. Pending resolution of the dispute, Contractor and its subcontractors shall continue to perform the Work under the Contract and shall not cause a delay of the Work, including the disputed work, during any dispute, claim, negotiation, mediation, or arbitration proceeding, except by written agreement of the District.

ATTORNEY FEES/COSTS: Should litigation be necessary to enforce any terms or provisions of this Contract, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

TERMINATION: If Contractor fails to perform the Services and Contractor's duties to the satisfaction of the District, or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract, or if Contractor violates any of the terms or provisions of this Contract, District shall have the right to terminate this Contract and/or Contractor's right to perform the Work of the Contract for cause effective immediately upon the District giving written notice thereof to the Contractor. The Contractor and its performance bond surety, if any, shall be liable for all damages caused to the District by reason of the Contractor's failure to perform and complete the Contract. District shall also have the right in its sole discretion to terminate the Contract and/or Contractor's right to perform the Work of the Contract for its own convenience upon District giving three (3) days' written notice thereof to the Contractor. In case of a termination for convenience, Contractor shall be paid for the actual cost for labor, materials, and services performed including, without limitation, Contractor's and its subcontractor(s)' mobilization and/or demobilization costs, that is unpaid and can be documented through timesheets, invoices, receipts, or otherwise. Termination shall have no effect upon any of the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of termination. In the event termination for cause is determined to have not been for cause, the termination shall be deemed to have been a termination for convenience effective as of the same date as the purported termination for cause.

ASSIGNMENT OF CONTRACT: Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without the prior written consent of the District.

TIME IS OF THE ESSENCE: Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract.

CALCULATION OF TIME: For the purposes of this Contract, "days" refers to calendar days unless otherwise specified.

GOVERNING LAW: This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in a County in which the District administration office is located.

BINDING CONTRACT: California This Contract shall be binding upon the parties hereto and upon their successors and assigns, and shall inure to the benefit of said parties and their successors and assigns.

DISTRICT WAIVER: District's waiver of any term, condition, covenant or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition or covenant.

CAPTIONS AND INTERPRETATIONS: Paragraph headings in this Contract are used solely for convenience, and shall be wholly disregarded in the construction of this Contract. No provision of this Contract shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Contract shall be construed as if jointly prepared by the parties.

INVALID TERM: If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.

PROVISIONS REQUIRED BY LAW DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.

ENTIRE CONTRACT: This Contract sets forth the entire agreement between the parties hereto and fully supersedes any and all prior agreements, understandings, written or oral, between the parties hereto pertaining to the subject matter thereof.

NO ORAL MODIFICATIONS: No oral agreement or conversation with any officer, agent, or employee of District, either before or after execution of Contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising the Contract.

Public Contract Code section 9204

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project. Calif

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on their own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute that is enacted before January 1, 2027, deletes or extends that date.

Public Contract Code sections 20104 – 20104.6

§ 20104.

(a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars ($375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

§ 20104.2.

For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars ($50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars ($50,000) and less than or equal to three hundred seventy-five thousand dollars ($375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

§ 20104.4.

The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

§ 20104.6.

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

NONCOLLUSION DECLARATION
Public Contract Code Section 7106

TO BE EXECUTED BY CONTRACTOR AND SUBMITTED WITH CONTRACT

The undersigned declares:

I am the _____ of _____,
(Title) (Bidder Name)
the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on this ____ day of _____, 20__ at _____.
(City, State)

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

PREVAILING WAGE CERTIFICATION

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project, including, without limitation, labor compliance monitoring and enforcement by the Department of Industrial Relations.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

> Every employer except the State shall secure the payment of compensation in one or more of the following ways:
>
> a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
>
> b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

CRIMINAL BACKGROUND INVESTIGATION /FINGERPRINTING CERTIFICATION

The undersigned does hereby certify to the District that I am a representative of the Contractor currently under contract with the District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken at least one of the following actions (check all that apply):

☐ Pursuant to Education Code section 45125.2(a), Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees, Subcontractors or suppliers and District pupils at all times; and/or

☐ Pursuant to Education Code section 45125.2(a), Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice ("DOJ") has ascertained, or as described below, will ascertain, has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's and its subcontractors' or suppliers' employees is:

Name: _____

Title: _____

NOTE: If Contractor is a sole proprietor, and elects the above option, Contractor must have the above-named employee's fingerprints prepared and submitted by District for submission to the DOJ, in accordance with Education Code section 45125.1(h). No work shall commence until such determination by DOJ has been made.

☐ Pursuant to Education Code section 45125.2(a), the District will take appropriate steps to protect the safety of any pupils that may come in contact with Contractor's employees, subcontractors or suppliers so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.2 shall not apply to Contractor under the Contract.

☐ The Work on the Contract is either (i) at an unoccupied school site and no employee of Contractor and/or subcontractor or supplier of any tier of the Contract shall come in contact with the District pupils or (ii) if Contractor's employees or any subcontractor or supplier of any tier of the Contract interacts with pupils, such interaction shall only take place under the immediate supervision and control of the pupil's parent or guardian or a school employee, so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Contractor under the Contract.

☐ The Contractor, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its Subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the DOJ has determined (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). When the Contractor performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. No work shall commence until the Department of Justice ascertains that Contractor's employees and any subcontractors' employees have not been convicted of a felony as defined in Government Code Section 45122.1.

A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto as ATTACHMENT "A;" and/or

☐ The Contractor is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(h) with respect to all Contractor's employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and hereby agrees to the District's preparation and submission of fingerprints such that the DOJ may determine (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). No work shall commence until the Department of Justice ascertains that Contractor's employees and any subcontractors' employees have not been convicted of a felony as defined in Government Code Section 45122.1.

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors or suppliers, and employees of Subcontractors or suppliers coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

[CONTINUED ON NEXT PAGE]

ATTACHMENT "A"

List of Employees/Subcontractors

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

If further space is required for the list of employees/subcontractors, attach additional copies of this page.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

REGISTERED SUBCONTRACTORS LIST
(Labor Code Section 1771.1)

PROJECT: _____

Date Submitted (for Updates): _____

Contractor acknowledges and agrees that it must clearly set forth below the name and Department of Industrial Relations (DIR) registration number of each subcontractor **for all tiers** who will perform work or labor or render service to Contractor or its subcontractors in or about the construction of the Work **at least two (2) weeks before the subcontractor is scheduled to perform work**. This document is to be updated as all tiers of subcontractors are identified.

Contractor acknowledges and agrees that, if Contractor fails to list as to any subcontractor of any tier who performs any portion of Work, the Contract is subject to cancellation and the Contractor will be subjected to penalty under applicable law.

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

Subcontractor Name: _____
DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____
DIR Registration #: _____
Portion of Work: _____

Subcontractor Name: _____
DIR Registration #: _____
Portion of Work: _____

Subcontractor Name: _____
DIR Registration #: _____
Portion of Work: _____

Subcontractor Name: _____
DIR Registration #: _____
Portion of Work: _____

Subcontractor Name: _____
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Portion of Work: _____

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Portion of Work: _____

Subcontractor Name: _____
DIR Registration #: _____
Portion of Work: _____

Subcontractor Name: _____
DIR Registration #: _____
Portion of Work: _____

Subcontractor Name: _____
DIR Registration #: _____
Portion of Work: _____

Date: _____

Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

INFORMAL BID PACKET - CUPCCAA

EXHIBIT A - SCOPE OF WORK

PROJECT BACKGROUND AND DESCRIPTION STATEMENT

Remove existing chain link fence and replace with new, district provided, 6' chain link fence and with high-density polyethylene (HDPE) privacy slats to screen campus students from public view where indicated.

PROJECT NOTES

BEN PAINTER ES 500 ROUGH AND READY RD., SAN JOSE, CA 95133: +/- 725 L.F.

Note 1 Construction Temp Fence

Temporary construction fence with privacy screen is required when work is performed at the Kinder Play yard located at the North-East corner of the campus (corner of Rough and Ready & Patt Ave) and anywhere fence remains down overnight.

Note 2 Added Scope from 09/08 meeting

Items A, B, and C as indicated on the scope sheets are incorporated into this project. Please account for any additional LF and gates indicated.

TASK LIST

Each task has been assigned a number for reference throughout the rest of this document and during the commission of the project. Contractor shall perform the Work at the following location(s):

Task 1 Sheppard Parking Lot (E-W): +/-150 L.F.

Remove existing chain link fence; install new (district provided) 6' chain link fence along the Sheppard Parking lot; fabricate and install one (1) single swing pedestrian gate; fabricate and install one(1) double swing maintenance access gate

Task 2 Rough and Ready Rd. (N-S): +/-360 L.F.

Remove existing chain link fence; install new (district provided) 6' chain link along Rough and Ready Road; install new (district provided) 6' chain link fence with double-walled HDPE privacy slats enclosing the kinder/preschool play area; fabricate and install one(1) double swing maintenance access gate; fabricate and install one(1) single swing emergency exit gate with panic hardware

Task 3 Patt Ave. (SW-NE): +/-195 L.F.

Remove existing chain link fence; install new (district provided) 6' chain link fence with double-walled HDPE privacy slats enclosing the kinder/preschool play area; install new (district provided) 6' chain link fence along Patt

Avenue; fabricate and install two (2) single swing pedestrian gates; fabricate and install one(1) double swing maintenance access gate

Task 4 Staff Vehicle Gate: +/-20 L.F.

Remove existing 20' rolling chain link vehicle gate; fabricate and install one(1) 6' rolling chain link vehicle gate.

CAL WEST FENCE

12505 Sycamore Ave San Martin CA, 95046
(408) 695-0015 phone (408) 695-0065 fax
License # 836779 DIR 1000055639
UNION COMPANY

PROPOSAL

Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the registrar of the board whose address is: Contractors' State License Board, 3132 Bradshaw Road, Sacramento, CA 95826.

PROPOSAL SUBMITTED TO		E-MAIL	DATE
BLAZE OMIDI			10/4/23
PHONE NUMBER	FAX NUMBER	JOB NAME	
		BEN PAINTERE.S-FENCE	
ADDRESS, CITY, STATE, ZIP		JOB LOCATION	
		SAN JOSE	

We hereby submit estimates and specifications for:

Furnish and Install fence and gates per plans and specs.

- **6' TALL CHAIN LINK FENCE (775' LF.)**
- **(1) PEDESTRIAN GATE WITH PANIC BAR**
- **(1) SLIDING GATE DOUBLE 20 ' WIDE**
- **(2) SINGLE SWING PEDESTRIAN GATE WITH REGULAR LATCH 4' WIDE**
- **(6) DOUBLE SWING GATES SERVICE GATES**
- **REMOVE ALL GATE POST**
- **SLEEVE THE LINE POST WITH 2 3/8" O.D POST**
- **TOP & MID RAIL. ALL GALVANIZED MATERIALS**

EXCLUSIONS: Lay out, permit fees, surveying, clearing and grubbing, staking, core drilling, backfill, locating underground utilities, and repairs and off-haul.

NOTICE TO OWNER: (Section 7019 - Contractors License Law) - Under the Mechanics' Law, any contractor, subcontractor, laborer, materialman or other person who helps to improve your property and is not paid for his labor, services or material, has a right to enforce his claim against your property. Under the law, you may protect yourself against such claims by filing, before commencing such work of improvement, an original contract for the work of improvement or a modification thereof, in the office of the recorder of the county where the property is situated and requiring that a contractor's payment bond be recorded in such office. Said bond shall be in an amount not less than fifty percent (50%) of the contract price and shall, in addition to any conditions for the performance of the contract, be conditioned for the payment in full of the claims of all persons furnishing labor, services, equipment or materials for the work described in said contract.

We propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

Fifty Eight Thousand Six Hundred And Five dollars ($ 58,605)

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature _____

Diery Maldonado

Note: This proposal may be withdrawn by us if not accepted within 15 days.

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Signature _____

Date of Acceptance _____

Instructions / Face Sheet
for
AGREEMENT FOR CONSTRUCTION SERVICES (SMALL PROJECTS)

Contract Number: _____
Funding Source: _____
Budget Number: _____
Site/Department: _____
Program Responsibility: _____

The District employee that is providing the attached Agreement for Construction Services (Small Projects) to the person or entity that will be providing services to the District should first do the following:

1. *Determine whether the agreement for construction services involves an expenditure under the bid threshold in Public Contract Code § 20111(b) ($15,000) or, if the Uniform Public Construction Cost Accounting Act has been adopted by the District, Public Contract Code § 22032(a) ($60,000).*
   - → *Short form agreement may also be used for projects over the bid threshold as long as the District complies with competitive bidding requirements (i.e. Notice to Bidders, Noncollusion Declaration, etc.).*
2. *Review the insurance requirements for the District and revise the insurance provisions of the agreement accordingly.*
3. *Review the forms under section 4 and determine which of those documents should be attached to the agreement (i.e. bid documents, payment bond if the project expenditure exceeds $25,000, provisions for federal funds, etc.).*

• *Regarding Fingerprinting Certification* •

☐ *CONTRACTOR will have **NO** contact with students.*

☐ *CONTRACTOR will have contact with students only in the immediate presence of a District staff member.*

☐ *CONTRACTOR will have unsupervised contact with students. A contractor certification is attached.*

☐ *Is CONTRACTOR a sole proprietor? District must submit fingerprints to CA DOJ.*

_____ _____
District Representative's Signature *Date*

4. *Completely fill in all blanks in the Contract.*
5. *Ensure there is an accurate and complete description of the Contractor's Scope of Work.*
6. *Require the Contractor to complete the following before it begins working under the Contract:*
   - *All required certificates and documents, including insurance documents and bonds (if required).*
   - *All information regarding the Contractor located after the signature block.*
7. *Electronically file a PWC-100 form with the Department of Industrial Relations within thirty (30) days after award of contract or before work commences, whichever occurs first.*

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: November 09, 2023

To the Superintendent of Schools

Subject: **Approve Construction Services for Project 10.3 for new fences at LUCHA Elementary School.**

Staff Analysis: Per District request Sixth Dimension procured small projects pursuant to PCC Section 22032(a) for the procurement and installation of fencing and gates. Proposals were requested from two contractors and Sixth Dimension negotiated a contract with Cal-West Fence.

The cost for this work is $49,605.

Item	Amount
Contract Amount	$ 49,605

Recommendation: Staff recommends that the Board of Trustees award the contract amount to Cal West Fence, in the amount of $49,605.

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

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

To the Board of Trustees: Meeting: November 09, 2023
Regular Board Meeting

Recommended Approval

Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

AGREEMENT FOR CONSTRUCTION SERVICES (SMALL PROJECTS)

AGREEMENT FOR PROJECT 10.3 NEW LUCHA ES

THIS CONTRACT is made and entered into this **9th** day of **November**, **2023**, by and between **CAL WEST FENCE** ("Contractor") and Alum Rock Union School District ("District") ("Contract").

1. The Contractor shall furnish to the District for a total price of **FORTY-NINE THOUSAND SIX HUNDRED FIVE** dollars **($49,605)** ("Contract Price"), the following services ("Services" or "Work"):

   See Exhibit A

2. Contractor shall perform the Work at **LUCHA ES 1711 E. San Antonio St., San Jose, CA 95116** ("Site"). The Project is the scope of Work performed at the Site.

3. Work shall be completed within **Thirty (30)** consecutive calendar days ("Contract Time") from the date specified in the District's Notice to Proceed.

   It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents (as defined herein) including, without limitation, the Drawings and Specifications and submission of all documents required to secure funding or by the Division of the State Architect ("DSA") for close-out of the Project, under the direction and supervision of, and subject to the approval of, the District or its authorized representative.

4. Contractor agrees that if the Work is not completed within the Contract Time and/or pursuant to the completion schedule, construction schedule, or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged, and agreed that the District will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Contractor shall pay to the District, as fixed and liquidated damages for these incalculable damages, the sum of **ONE HUNDRED TWENTY-FIVE** dollars (**$125**) per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule, or project milestones established pursuant to the Contract.

5. This Contract incorporates by this reference the Terms and Conditions attached hereto. Contractor, by executing this Contract, agrees to comply with all the Terms and Conditions.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

6. This Contract incorporates by this reference the Contract Documents attached hereto. Contractor, by executing this Contract, agrees to comply with all obligations set forth in the Contract Documents. The Contract Documents include only the following documents, as indicated:

_____ Notice to Bidders	_____ Lead-Product(s) Certification
_____ Instructions to Bidders	_____ Roofing Project Certification
_____ Bid Form and Proposal	_____ Registered Subcontractor List
_____ Bid Bond	__X__ Insurance Certificates and Endorsements
__X__ Noncollusion Declaration	__X__ Performance Bond
_____ Iran Contracting Act Certification	__X__ Payment Bond
_____ Designated Subcontractors List	_____ Specifications
__X__ Notice to Proceed	__X__ Plans
__X__ Prevailing Wage Certification	__X__ Special Conditions
__X__ Workers' Compensation Certification	__X__ Exhibit "A" ("Scope of Work")
__X__ Criminal Background Investigation / Fingerprinting Certification	_____ Federal Debarment Certification
__X__ Drug-Free Workplace Certification	_____ Federal Byrd Anti-Lobbying Certification
__X__ Tobacco-Free Environment Certification	_____ _____ [Other]
_____ Asbestos & Other Hazardous Materials Certification	_____ _____ [Other]

7. Contractor shall not commence the Work under this Contract until the Contractor has submitted and the District has approved the performance bond, payment (labor and material) bond, the certificate(s) and the endorsement(s) of insurance required under the Terms and Conditions and the District has issued a Notice to Proceed.

8. Payment for the Work shall be made in accordance with the Terms and Conditions.

9. The Design Professional In General Responsible Charge for the Project is N/A (IR-A-22 work) ("Architect"), the construction manager on the Project is Sixth Dimension PMCM, Inc. ("Construction Manager"), and the project inspector on the Project is N/A (IR-A-22 work) ("Project Inspector"). Contractor hereby acknowledges that the Architect, the Construction Manager, the Project Inspector, and the Division of the State Architect have authority to approve and/or suspend Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. No work shall be carried on except with the knowledge and under the inspection of said Project Inspector. Project Inspector shall have free access to any or all parts of work at any time. Contractor shall furnish Project Inspector reasonable opportunities for obtaining such information as may be necessary to keep Project Inspector fully informed respecting progress, manner of work, and character of materials. The Contractor shall be liable for any delay caused by its non-compliant Work or its failure to provide proper notification for inspection.

10. Inspection and acceptance of the Work shall be performed by Ed Villareal, Director, Maintenance, Operations, and Transportation.

11. Any notice required or permitted to be given under this Contract shall be deemed to have been given, served, and received if given in writing and either personally delivered

or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile or email, addressed as follows:

District

Alum Rock Union School District
ATTN: Marc Freitas, Director, Bonds
2930 Gay Ave
San Jose, CA 95127
marc.frietas@arusd.org

Contractor

Name: CAL WEST FENCE
ATTN: Diery Maldonado
12505 Sycamore Ave
San Martin, CA 95046
(408) 695-0065 Fax
diery@calwestfence.com

Any notice personally given or sent by facsimile or email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

12. Contractor shall guarantee all labor and material used in the performance of this Contract for a period of one (1) year from the date of the District's written approval of the Work.

13. Each party has the full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authorized and empowered to enter into this Contract.

14. By signing this Contract, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct.

ACCEPTED AND AGREED on the date indicated below:

Dated: _____, 20___

Alum Rock Union School District

Signature: _____

Print Name: _____

Print Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail: _____

Dated: October 6th, 20 23

Contractor: CAL WEST FENCE

Signature: _____

Print Name: Diery Maldonado

Print Title: President

License No.: 836779

Registration No.: 1000055639

Address: 12505 Sycamore Ave, San Martin, CA 95046

Telephone: (408) 695-0015

Facsimile: (408) 695-0065

E-Mail: diery@calwestfence.com

Information regarding Contractor:

Type of Business Entity:
_____ Individual
_____ Sole Proprietorship
_____ Partnership
_____ Limited Partnership
X Corporation, State: California
_____ Limited Liability Company
_____ Other: _____

82-4027570
_____:
Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Contractor to furnish the information requested in this section.

TERMS AND CONDITIONS TO CONTRACT

NOTICE TO PROCEED: District shall provide a Notice to Proceed to Contractor pursuant to the Contract at which time Contractor shall proceed with the Work.

STANDARD OF CARE: Contractor shall perform, diligently prosecute and complete the Work in a good and workmanlike manner within the Contract Time, and in strict conformity with all Contract Documents.

SITE EXAMINATION: Contractor has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. By submitting its quote, Contractor warrants that it has made all Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Contractor's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site.

PERMITS, LICENSES AND REGISTRATION: Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, all licenses, registration and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.

PROJECT INSPECTION CARD: Contractor shall verify that forms DSA 152 Project Inspection Card (or current version) are issued for the Project prior to commencement of construction.

NOTIFICATION: Contractor shall notify the Architect and Project Inspector, in writing, of the commencement and completion of construction of each and every aspect of the work at least 48 hours in advance by submitting form DSA 156 (or current version) to the Project Inspector. Forms are available on the DSA's website at: http://www.dgs.ca.gov/dsa/Forms.aspx.

LABOR, MATERIALS AND EQUIPMENT: Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the Work specifications attached hereto. Unless otherwise specified, all materials shall be new and previously unused, and of the manufacturer's latest model or the best of their respective kinds and grades as noted or specified, and workmanship shall be of good quality.

SUBSTITUTIONS: No substitutions of material from those specified in the Work Specifications shall be made without the prior written approval of the District. Contractor shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute, as well as any costs that the District incurs for professional services, including DSA fees. District may deduct those costs from any amounts owing to Contractor for the review of the request for substitution, even if the request for substitution is not approved. Contractor shall, in the event that a substitute is less costly than that specified, credit the District with one-hundred percent (100%) of the net difference between the substitute and the originally specified material.

INDEPENDENT CONTRACTOR STATUS: While engaged in carrying out the Services of this Contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District. Contractor shall be solely responsible for its own Workers' Compensation insurance, taxes, and other similar charges or obligations. Contractor shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.

CONTRACTOR SUPERVISION: Contractor shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship.

WORKERS: Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without written consent from the District.

SUBCONTRACTORS: Subcontractors, if any, engaged by the Contractor for any Service or Work under this Contract shall be subject to the approval of the District. Contractor agrees to bind every subcontractor by the terms of the Contract as far as such terms are applicable to subcontractor's work, including, without limitation, all registration, indemnification, insurance,

bond, and warranty requirements. If Contractor shall subcontract any part of this Contract, Contractor shall be fully responsible to the District for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor and the District.

SAFETY AND SECURITY: Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

CLEAN UP: Debris shall be removed from the Site. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.

PROTECTION OF WORK AND PROPERTY: Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public, and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.

FORCE MAJEURE: The Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants, or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Contractor.

CORRECTION OF ERRORS: Contractor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions that are caused by the Contractor's failure to comply with the approved plans and specifications and the standard of care required herein. Schedule delays resulting from unauthorized work shall be Contractor's responsibility.

NO RELIEF FROM OBLIGATIONS BASED ON REVIEW BY OTHER PERSONS: Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents by act or omission of the District, Architect, Construction Manager, Project Inspector, or DSA or other entities having jurisdiction including, but not limited to, administration of the Contract, review of submittals, or by tests, observation, inspection, or permit/interconnection approvals.

DISTRICT'S RIGHT TO PERFORM WORK: If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this Contract, the District, after **FORTY-EIGHT (48)** hours' written notice to the Contractor, may make good such deficiencies, without prejudice to any other remedy it may have, including but not limited to the District hiring its own forces or another contractor to replace the Contractor's nonconforming Work, in which case the District shall either issue a deductive Change Order, a Construction Change Directive, or invoice the Contractor for the cost of that work. Contractor shall pay any invoices within thirty (30) days of receipt of same or District may withhold those amounts from payment(s) otherwise due to Contractor.

ACCESS TO WORK: District representatives, Architect, and Project Inspector shall at all times have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.

OCCUPANCY: District reserves the right to occupy buildings at any time before formal Contract completion and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall such occupancy extend the date specified for completion of the Work.

PAYMENT: On a monthly basis, Contractor shall submit an application for payment based upon the estimated value for materials delivered or services performed under the Contract as of the date of submission ("Application for Payment"). Within thirty (30) days after District's approval of the Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as verified by Architect and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The District may withhold or deduct from any payment an amount

necessary to protect the District from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the District in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop payment notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract price or by the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (9) erroneous or false estimates by the Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages, as determined by the District, incurred by the District for which Contractor is liable under the Contract; and (11) any other sums which the District is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums. The District shall retain five percent (5%) from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107, 7200 and 7201.

CHANGE IN SCOPE OF WORK: Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District. Contractor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Contractor also agrees to provide the District with all information requested to substantiate the cost of the change order and to inform the District whether the Work will be done by the Contractor or a subcontractor. In addition to any other information requested, Contractor shall submit, prior to approval of the change order, its request for a time extension (if any), as well as all information necessary to substantiate its belief that such change will delay the completion of the Work. If Contractor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.

INDEMNIFICATION:

24.1 To the furthest extent permitted by California law, Contractor shall indemnify and hold harmless the District, its agents, representatives, officers, consultants, employees, and volunteers (the "Indemnified Parties") from any and all demands, damages, injuries, losses, expenses, liabilities, claims, suits, and actions (the "Claims") of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising from, arising out of, connected with, or resulting from, in whole or in part, the performance of this Contract unless the claims are caused wholly by the sole or active negligence or willful misconduct of the Indemnified Parties and/or defects in design furnished by the Architect, as found by a court or arbitrator of competent jurisdiction, in which case the Contractor's indemnification and hold harmless obligation shall be reduced by the proportion of the Indemnitees' and/or Architect's liability.

24.2 Contractor shall also, to the furthest extent permitted by California law, defend the Indemnified Parties at Contractor's own expense, including attorneys' fees and costs, from any and all claims directly or indirectly arising from, arising out of, connected with, or resulting from the performance of this Contract unless the claims are caused wholly by the sole or active negligence or willful misconduct of the Indemnified Parties and/or defects in design furnished by the Architect, as found by a court or arbitrator of competent jurisdiction, in which case, without impacting Contractor's obligation to provide an immediate and ongoing defense of the Indemnified Parties, the Contractor's defense obligation shall be retroactively reduced by the proportion of the Indemnitees' and/or Architect's liability. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the District.

24.3 Pursuant to Public Contract Code section 9201, the District shall provide timely notification to Contractor of the receipt of any third-party claim relating to this Contract. The District shall be entitled to recover its reasonable costs incurred in providing said notification.

24.4 If the Indemnitees provide their own defense due to failure to timely respond to tender of defense, rejection of tender of defense, or conflict of interest of proposed counsel, Contractor shall reimburse Indemnitees for any expenditures, including reasonable attorney's fees and costs.

24.5 The District may retain so much of the moneys due the Contractor as shall be considered necessary, until disposition of any such suit, claims or actions for damages or until the District has received written agreement from the Contractor that it will unconditionally defend the Indemnified Parties, and pay any damages due by reason of settlement or judgment.

24.6 The Contractor's defense and indemnification obligations hereunder shall survive the completion of Work, including the warranty/guarantee period, and/or the termination of the Contract.

PAYMENT BOND AND PERFORMANCE BOND: Contractor shall not commence the Work until it has provided to the District, in a form acceptable to the District, a Payment (Labor and Material) Bond and a Performance Bond, each in an amount equivalent to one hundred percent (100%) of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.

CONTRACTOR'S INSURANCE:

26.1 The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits not less than the amount indicated below. If Contractor normally carries insurance in an amount greater than the minimum amounts required by District, that greater amount shall become the minimum required amount of insurance for purposes of the Contract. Therefore, Contractor hereby acknowledges and agrees that all insurance carried by it shall be deemed liability coverage for all actions it performs in connection with the Contract.

Type of Coverage	**Minimum Requirement**
Commercial General Liability Insurance, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000
Automobile Liability Insurance - Any Auto	
Combined Single Limit	$ 1,000,000
Workers' Compensation	Statutory Limits
Employer's Liability	$ 1,000,000

Type of Coverage	**Minimum Requirement**
Commercial General Liability Insurance, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	$ _,000,000
General Aggregate	$ _,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	$ _,000,000
General Aggregate	$ _,000,000
Workers' Compensation	Statutory Limits
Employer's Liability	$ _,000,000

26.1.1 **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Contractor, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

26.1.2 **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Contract are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

26.2 **Proof of Insurance.** The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

26.2.1 A clause stating: "This policy shall not be canceled until notice has been mailed to the District, stating date of cancellation. Date of cancellation shall not be less than thirty (30) days after date of mailing notice."

26.2.2 Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation notice will be sent, and length of notice period.

26.2.3 An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, and Employers' Liability Insurance.

26.2.4 All policies except the Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

26.2.5 An endorsement stating that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District.

26.2.6 An endorsement stating that there shall be a waiver of any subrogation.

26.2.7 Contractor's insurance limit shall apply separately to each insured against whom a claim is made or suit is brought.

26.3 **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

WARRANTY/QUALITY: Unless a longer warranty is called for elsewhere in the Contract Documents, the Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from filing the Notice of Completion with the county in which the Site is located. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.

CONFIDENTIALITY: The Contractor shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that Contractor encounters while performing the Contractor's Work to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes all student, parent, and disciplinary information.

LIMITATION OF DISTRICT LIABILITY: District's financial obligations under this Contract shall be limited to the payment of the compensation provided in this Contract. Notwithstanding any other provision of this Contract, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, or lost bonding capacity, arising out of or in connection with this Contract for the services performed in connection with this Contract.

COMPLIANCE WITH LAWS: Contractor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

LABOR CODE REQUIREMENTS: Contractor represents that Contractor and all Subcontractors shall not be presently debarred, suspended, proposed for disbarment, declared ineligible or excluded pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7. The Contractor shall comply with all applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1 – 5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars ($1,000). Copies of the prevailing rate of per diem wages are on file with the District or available online at http://www.dir.ca.gov/. In addition, the Contractor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, beginning with Section 1720, and including Section 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts.

31.1 **Registration**: Contractor and its subcontractor(s) shall be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 and in accordance with Labor Code section 1771.1.

31.2 **Registered Subcontractor List**: Within 30 days of the award of contract or prior to commencing the Work under this Contract, whichever occurs first, Contractor shall provide District all information required by Labor Code section 1773.3, as amended by Stats. 2017, Ch. 28, Sec. 21, for Company and all tiers of Subcontractors to enable District to provide notice to the Department of Industrial Relations (DIR) of the Contract (PWC-100 form). Contractor shall submit and maintain an updated Registered Subcontractor List including all Subcontractors of any tier furnishing labor, material, or equipment to the Project.

31.3 **Certified Payroll Records**: Contractor and its subcontractor(s) shall upload certified payroll records ("CPR") electronically using California Department of Industrial Relations' (DIR) eCPR System by uploading the CPRs by electronic XML file or entering each record manually using the DIR's iform (or current form) online directly to the DIR on no less than every 30 days while Work is being performed and within 30 days after the final day of Work performed on the Project, and within ten (10) days of any request by the District or Labor Commissioner at http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html or current application and URL, showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each subcontractor in connection with the Work.

31.4 **Labor Compliance**: Contractor shall perform the Work of the Project while complying with all the applicable regulations, including section 16000, et seq., of Title 8 of the California Code of Regulations and is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations.

ANTI-DISCRIMINATION: Contractor herein agrees to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations found to be applicable to Contractor and all of its subcontractors. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

ANTI-TRUST CLAIM: Contractor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the parties.

CONTRACTOR CLAIMS: In the event of any demand by Contractor for (A) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by the District under the Contract, (B) payment by the District of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or to which Contractor is not otherwise entitled to, or (C) an amount of payment disputed by the District, the parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 9204 and/or Article 1.5 (commencing with section 20104) of Chapter 1, Part, 3, Division 2, of the Public Contract Code, if applicable, the provisions of which are each attached hereto and incorporated herein by this reference. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Contractor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Contractor submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process. Pending resolution of the dispute, Contractor and its subcontractors shall continue to perform the Work under the Contract and shall not cause a delay of the Work, including the disputed work, during any dispute, claim, negotiation, mediation, or arbitration proceeding, except by written agreement of the District.

ATTORNEY FEES/COSTS: Should litigation be necessary to enforce any terms or provisions of this Contract, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

TERMINATION: If Contractor fails to perform the Services and Contractor's duties to the satisfaction of the District, or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract, or if Contractor violates any of the terms or provisions of this Contract, District shall have the right to terminate this Contract and/or Contractor's right to perform the Work of the Contract for cause effective immediately upon the District giving written notice thereof to the Contractor. The Contractor and its performance bond surety, if any, shall be liable for all damages caused to the District by reason of the Contractor's failure to perform and complete the Contract. District shall also have the right in its sole discretion to terminate the Contract and/or Contractor's right to perform the Work of the Contract for its own convenience upon District giving three (3) days' written notice thereof to the Contractor. In case of a termination for convenience, Contractor shall be paid for the actual cost for labor, materials, and services performed including, without limitation, Contractor's and its subcontractor(s)' mobilization and/or demobilization costs, that is unpaid and can be documented through timesheets, invoices, receipts, or otherwise. Termination shall have no effect upon any of the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of termination. In the event termination for cause is determined to have not been for cause, the termination shall be deemed to have been a termination for convenience effective as of the same date as the purported termination for cause.

ASSIGNMENT OF CONTRACT: Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without the prior written consent of the District.

TIME IS OF THE ESSENCE: Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract.

CALCULATION OF TIME: For the purposes of this Contract, "days" refers to calendar days unless otherwise specified.

GOVERNING LAW: This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in a County in which the District administration office is located.

BINDING CONTRACT: This Contract shall be binding upon the parties hereto and upon their successors and assigns, and shall inure to the benefit of said parties and their successors and assigns.

DISTRICT WAIVER: District's waiver of any term, condition, covenant or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition or covenant.

CAPTIONS AND INTERPRETATIONS: Paragraph headings in this Contract are used solely for convenience, and shall be wholly disregarded in the construction of this Contract. No provision of this Contract shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Contract shall be construed as if jointly prepared by the parties.

INVALID TERM: If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.

PROVISIONS REQUIRED BY LAW DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.

ENTIRE CONTRACT: This Contract sets forth the entire agreement between the parties hereto and fully supersedes any and all prior agreements, understandings, written or oral, between the parties hereto pertaining to the subject matter thereof.

NO ORAL MODIFICATIONS: No oral agreement or conversation with any officer, agent, or employee of District, either before or after execution of Contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising the Contract.

Public Contract Code section 9204

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on their own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute that is enacted before January 1, 2027, deletes or extends that date.

Public Contract Code sections 20104 – 20104.6

§ 20104.

(a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars ($375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

§ 20104.2.

For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars ($50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars ($50,000) and less than or equal to three hundred seventy-five thousand dollars ($375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

§ 20104.4.

The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

§ 20104.6.

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

NONCOLLUSION DECLARATION
Public Contract Code Section 7106

TO BE EXECUTED BY CONTRACTOR AND SUBMITTED WITH CONTRACT

The undersigned declares:

I am the _____ of _____,
(Title) (Bidder Name)
the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on this ____ day of _____, 20__ at _____.
(City, State)

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

PREVAILING WAGE CERTIFICATION

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project, including, without limitation, labor compliance monitoring and enforcement by the Department of Industrial Relations.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

> Every employer except the State shall secure the payment of compensation in one or more of the following ways:
>
> a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
>
> b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

CRIMINAL BACKGROUND INVESTIGATION /FINGERPRINTING CERTIFICATION

The undersigned does hereby certify to the District that I am a representative of the Contractor currently under contract with the District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken at least one of the following actions (check all that apply):

☐ Pursuant to Education Code section 45125.2(a), Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees, Subcontractors or suppliers and District pupils at all times; and/or

☐ Pursuant to Education Code section 45125.2(a), Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice ("DOJ") has ascertained, or as described below, will ascertain, has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's and its subcontractors' or suppliers' employees is:

Name: _____

Title: _____

NOTE: If Contractor is a sole proprietor, and elects the above option, Contractor must have the above-named employee's fingerprints prepared and submitted by District for submission to the DOJ, in accordance with Education Code section 45125.1(h). No work shall commence until such determination by DOJ has been made.

☐ Pursuant to Education Code section 45125.2(a), the District will take appropriate steps to protect the safety of any pupils that may come in contact with Contractor's employees, subcontractors or suppliers so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.2 shall not apply to Contractor under the Contract.

☐ The Work on the Contract is either (i) at an unoccupied school site and no employee of Contractor and/or subcontractor or supplier of any tier of the Contract shall come in contact with the District pupils or (ii) if Contractor's employees or any subcontractor or supplier of any tier of the Contract interacts with pupils, such interaction shall only take place under the immediate supervision and control of the pupil's parent or guardian or a school employee, so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Contractor under the Contract.

☐ The Contractor, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its Subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the DOJ has determined (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). When the Contractor performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. No work shall commence until the Department of Justice ascertains that Contractor's employees and any subcontractors' employees have not been convicted of a felony as defined in Government Code Section 45122.1.

A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto as ATTACHMENT "A;" and/or

☐ The Contractor is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(h) with respect to all Contractor's employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and hereby agrees to the District's preparation and submission of fingerprints such that the DOJ may determine (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). No work shall commence until the Department of Justice ascertains that Contractor's employees and any subcontractors' employees have not been convicted of a felony as defined in Government Code Section 45122.1.

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors or suppliers, and employees of Subcontractors or suppliers coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

[CONTINUED ON NEXT PAGE]

ATTACHMENT "A"

List of Employees/Subcontractors

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

If further space is required for the list of employees/subcontractors, attach additional copies of this page.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

REGISTERED SUBCONTRACTORS LIST
(Labor Code Section 1771.1)

PROJECT: _____

Date Submitted (for Updates): _____

Contractor acknowledges and agrees that it must clearly set forth below the name and Department of Industrial Relations (DIR) registration number of each subcontractor **for all tiers** who will perform work or labor or render service to Contractor or its subcontractors in or about the construction of the Work **at least two (2) weeks before the subcontractor is scheduled to perform work**. This document is to be updated as all tiers of subcontractors are identified.

Contractor acknowledges and agrees that, if Contractor fails to list as to any subcontractor of any tier who performs any portion of Work, the Contract is subject to cancellation and the Contractor will be subjected to penalty under applicable law.

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

Subcontractor Name: _____
DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____
DIR Registration #: _____
Portion of Work: _____

Subcontractor Name: _____
DIR Registration #: _____
Portion of Work: _____

Subcontractor Name: _____
DIR Registration #: _____
Portion of Work: _____

Subcontractor Name: _____
DIR Registration #: _____
Portion of Work: _____

Subcontractor Name: _____
DIR Registration #: _____
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Subcontractor Name: _____
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Subcontractor Name: _____
DIR Registration #: _____
Portion of Work: _____

Subcontractor Name: _____
DIR Registration #: _____
Portion of Work: _____

Subcontractor Name: _____
DIR Registration #: _____
Portion of Work: _____

Subcontractor Name: _____
DIR Registration #: _____
Portion of Work: _____

Date: _____

Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

INFORMAL BID PACKET - CUPCCAA

EXHIBIT A - SCOPE OF WORK

PROJECT BACKGROUND AND DESCRIPTION STATEMENT

Remove existing chain link fence and replace with new, district provided, 6' chain link fence and with high-density polyethylene (HDPE) privacy slats to screen campus students from public view where indicated.

PROJECT NOTES

LUCHA ES 1711 E SAN ANTONIO ST., SAN JOSE, CA 95116: +/- 329 L.F.

Note 1 Construction Temp Fence

Temporary construction fence with privacy screen is required anywhere fence remains down overnight.

TASK LIST

Each task has been assigned a number for reference throughout the rest of this document and during the commission of the project. Contractor shall perform the Work at the following location(s):

Task 1 Pickup/Drop-Off Lane (N-S): +/- 329 L.F.

Install new 6' chain link fence with double-walled HDPE privacy slats between Multi-Purpose Building and the existing fence along E San Antonio St.; fabricate and install two(2) single-swing pedestrian gates as indicated.

CAL WEST FENCE

12505 Sycamore Ave San Martin CA, 95046
(408) 695-0015 phone (408) 695-0065 fax
License # 836779 DIR 1000055639
UNION COMPANY

PROPOSAL

Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the registrar of the board whose address is: Contractors' State License Board, 3132 Bradshaw Road, Sacramento, CA 95826.

PROPOSAL SUBMITTED TO		E-MAIL	DATE
BLAZE OMIDI			10/5/23
PHONE NUMBER	FAX NUMBER	JOB NAME	
		LUCHA ELEMENTARY SCHOOL	
ADDRESS, CITY, STATE, ZIP		JOB LOCATION	
		SAN JOSE	

We hereby submit estimates and specifications for:

Furnish and Install fence and gates per plans and specs.

- **6' TALL CHAIN LINK FENCE (329' LF.)**
- **(1) PEDESTRIAN GATE WITH PANIC BAR**
- **(1) PEDESTRIAN GATE WITH FULCRUM LATCH**
- **SCHOOL DISTRIC PROVIDED(LEFT OVER TO USE AT SHEPPARD)**
- **TOP & BOTTOM RAIL.**

EXCLUSIONS: Lay out, permit fees, surveying, clearing and grubbing, staking, core drilling, backfill, locating underground utilities, and repairs and off-haul.

NOTICE TO OWNER: (Section 7019 - Contractors License Law) - Under the Mechanics' Law, any contractor, subcontractor, laborer, materialman or other person who helps to improve your property and is not paid for his labor, services or material, has a right to enforce his claim against your property. Under the law, you may protect yourself against such claims by filing, before commencing such work of improvement, an original contract for the work of improvement or a modification thereof, in the office of the recorder of the county where the property is situated and requiring that a contractor's payment bond be recorded in such office. Said bond shall be in an amount not less than fifty percent (50%) of the contract price and shall, in addition to any conditions for the performance of the contract, be conditioned for the payment in full of the claims of all persons furnishing labor, services, equipment or materials for the work described in said contract.

We propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

Forty Nine Thousand Six Hundred And Five dollars ($ 49,605)

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature _____

Diery Maldonado

Note: This proposal may be withdrawn by us if not accepted within 15 days.

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Signature _____

Date of Acceptance _____

Instructions / Face Sheet
for
AGREEMENT FOR CONSTRUCTION SERVICES (SMALL PROJECTS)

Contract Number: _____
Funding Source: _____
Budget Number: _____
Site/Department: _____
Program Responsibility: _____

The District employee that is providing the attached Agreement for Construction Services (Small Projects) to the person or entity that will be providing services to the District should first do the following:

1. *Determine whether the agreement for construction services involves an expenditure under the bid threshold in Public Contract Code § 20111(b) ($15,000) or, if the Uniform Public Construction Cost Accounting Act has been adopted by the District, Public Contract Code § 22032(a) ($60,000).*
   - → *Short form agreement may also be used for projects over the bid threshold as long as the District complies with competitive bidding requirements (i.e. Notice to Bidders, Noncollusion Declaration, etc.).*
2. *Review the insurance requirements for the District and revise the insurance provisions of the agreement accordingly.*
3. *Review the forms under section 4 and determine which of those documents should be attached to the agreement (i.e. bid documents, payment bond if the project expenditure exceeds $25,000, provisions for federal funds, etc.).*

• *Regarding Fingerprinting Certification* •

☐ *CONTRACTOR will have **NO** contact with students.*

☐ *CONTRACTOR will have contact with students only in the immediate presence of a District staff member.*

☐ *CONTRACTOR will have unsupervised contact with students. A contractor certification is attached.*

☐ *Is CONTRACTOR a sole proprietor? District must submit fingerprints to CA DOJ.*

_____ _____
District Representative's Signature *Date*

4. *Completely fill in all blanks in the Contract.*
5. *Ensure there is an accurate and complete description of the Contractor's Scope of Work.*
6. *Require the Contractor to complete the following before it begins working under the Contract:*
   - *All required certificates and documents, including insurance documents and bonds (if required).*
   - *All information regarding the Contractor located after the signature block.*
7. *Electronically file a PWC-100 form with the Department of Industrial Relations within thirty (30) days after award of contract or before work commences, whichever occurs first.*

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: November 9, 2023

To the Superintendent of Schools

Subject: **Approval of #B2223-Bonds49 Special Testing and Inspection Services for Portable Classroom Projects at Adelante I and Aptitud**

Staff Analysis: Based on site inspections and assessment of DSA drawings at the subject sites, District Staff and Program Manager Cumming Group, determined the portable classroom placement at Adelante I and Aptitud require special testing and inspection services.

Request for proposal B2223-Bonds49 was issued to the pre-approved pool. Geocon Consultants, Inc. was initially awarded the bid and contract. However, due to Geocon's unresponsiveness, the District recommends Ninyo & Moore. The project scope included special testing and inspection services for the portable classroom placement at Adelante I and Aptitud.

The following proposal(s) were received.

Firm Name	Proposal Bid Amount
Geocon Consultants, Inc.	$7,135.00
Ninyo & Moore	$14,956.00

Ninyo & Moore were a pre-approved special testing and inspection firm in the District's current pool.

Recommendation: Staff recommends the Board of Trustees award the bid & contract to Ninyo & Moore for #B2223-Bonds 49.

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

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

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

Recommended Approval

_____ _____
Agenda Placement Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____



P08SJO02-2261

ninyoandmoore.com

35+ YEARS Ninyo & Moore Geotechnical & Environmental Sciences Consultants

Proposal to Provide

Special Testing and Inspection Services for

Portable Classroom Project at Adelante I and Aptitud for Alum Rock Union School District

RFP No. 2223-Bonds049

July 31, 2023

1 | PROPOSED APPROACH AND SCOPE OF WORK

Ninyo & Moore

Ninyo & Moore
Geotechnical & Environmental Sciences Consultants

July 31, 2023
Proposal No. 08SJO02-02261

Mr. Marc Freitas, Bonds Director
Alum Rock Union Elementary School District
2930 Gay Avenue
San Jose, California 95127

Subject: Proposal for Geotechnical Observation, Materials Testing and Special Inspection Services

Adelante Academy New Portable Classroom Addition Project
2999 Ridgemont Avenue, San Jose, California 95127
DSA Application No.: 01-121106; File No.: 43-4

Aptitud Academy New Portable Classroom Addition Project
2475 Van Winkle Lane, San Jose, California 95116
DSA Application No.: 01-121107; File No.: 43-4

Dear Mr. Freitas:

Ninyo & Moore is pleased to submit this proposal to provide geotechnical observation, materials testing and special inspection services for the Adelante Academy & Aptitud Academy New Portable Classroom Addition Project in San Jose, California. This proposal includes our proposed scope of services and associated cost estimates, which are based on our review of the project plans, specifications, DSA 103 form and our previous experience with similar projects.

PROJECT UNDERSTANDING

We understand that this project includes the construction of new portable classroom addition at Adelante Academy & Aptitud Academy and associate site work.

PROPOSED SCOPE OF SERVICES

Based on our review of the project understanding and our experience with similar projects, we propose to provide the following scope of services:

Geotechnical Observation and Soil Compaction Testing

- Provide technical consultation during construction including submittal review and respond to requests for information.

- Sampling of subgrade soils, aggregate base and asphalt concrete from the job site and transportation to our laboratory for testing.
- Maximum compacted density determinations in the laboratory accordance with ASTM D1557 for subgrade soil and aggregate base material.
- Hveem density test of asphalt concrete in the laboratory.
- In-place field density testing using a nuclear density gauge to determine the relative compaction of compacted subgrade soil, aggregate base and asphalt concrete.

Reinforced Concrete

- Review concrete mix designs submitted by the contractor for compliance with the project documents.
- Sampling and tagging of reinforcing steel at the shop.
- Tensile and bend tests of reinforcing steel in the laboratory.
- Continuous concrete batch plant inspection.
- Sample and test concrete including measuring slump, temperature, and batch times. One set of five cylinders will be cast for every 50 cubic yards of concrete placed or fraction thereof, per day.
- Sample pick up for concrete cylinders and transportation to our laboratory for curing and testing.
- Compressive strength testing of concrete cylinders in the laboratory.

Project Management

- Attend project meetings, project coordination, monitoring and administration including review and distribution of reports with laboratory test data and daily field inspection and testing reports, prepare weekly progress, and cost summaries report with invoices.
- Prepare daily field reports documenting items inspected and reports of laboratory testing to be submitted to the project team via DSA box.
- Prepare interim and final verified report (DSA 291 and 293) at the conclusion of the project.

ASSUMPTIONS

- Our services are subject to California prevailing wage law.
- Project labor agreement is not required for this project.

FEE ESTIMATE

We propose to perform the scope of services described above, subject to the listed assumptions, on a time-and-materials basis in accordance with the attached Schedule of Fees. Our fee estimate for the scope of services described for Adelante Academy project is **Seven Thousand Four Hundred Seventy Eight Dollars ($7,478).** Our detailed estimate of fees is attached (Table 1). Our fee estimate for the scope of services described for Aptitud Academy project is **Seven Thousand Four Hundred Seventy Eight Dollars ($7,478).** Our detailed estimate of fees is attached (Table 2). Should the construction schedule require a lesser or greater amount of services than that estimated herein, the cost will vary accordingly.

We sincerely appreciate the opportunity to submit this proposal, and look forward to working with you on this project.

Respectfully submitted,
NINYO & MOORE

Ransom Hennefer, P.E., G.E., ACI, ICC
Principal Engineer

Ruchil R. Shah
Director of Business Development

SSA/RS/rk

Attachments: Table 1 - Breakdown of Estimated Fee
Table 2 - Breakdown of Estimated Fee

2 | PROPOSED SCHEDULE

Ninyo & Moore

2 PROPOSED SCHEDULE

PROPOSED SCHEDULE OF TASKS, MILESTONES & DELIVERABLES	
Tasks	**Typical Project Timeline**
Materials Testing Services	
Project Kick-Off and Pre Construction Meeting	Week 1
Concrete Mix Design and Submittal Review	Week 2 or 3
Materials Testing and Special Inspections	From Week 3 onwards
Reports	Daily (Turn-around time is 24 hours with test results and items inspection in the field)
Final Verified Reports (DSA 291)	Within a week during Project Closeout

3 | PROPOSED STAFFING

Ninyo & Moore

3 PROPOSED STAFFING

Ninyo & Moore is fully staffed and ready to begin services upon notice to proceed. The table below presents our current workload with number of current projects, projected workload for the coming two years, and availability of our proposed project team.

PROPOSED PROJECT TEAM		
Project Team Member and Role	**Education and Credentials**	**Project Experience**
Peter Connolly Principal-in-Charge/Contract Manager *Years of Experience: 26*	M.E., Civil Engineering B.S., Civil Engineering PE 61547 (California) GE 2707 (California)	Redwood City School District Palo Alto Unified School District Oakland Unified School District Farfield-Suisun School District Fremont Union High School District San Leandro Unified School District
Ransom Hennefer Project Manager/DSA-LOR Engineer *Years of Experience: 11*	M.S., Geotechnical Engineering B.S., Civil Engineering B.A., Business Management Economics PE 85603 (California) GE 3152 (California) ACI | ICC	Redwood City School District Palo Alto Unified School District Oakland Unified School District Farfield-Suisun School District Fremont Union High School District Mill Valley School District East Side Union High School District South San Francisco Unified School District
Bryan Steinbrueck Laboratory Manager *Years of Experience: 23*	ACI Concrete Field Testing Technician Grade I, No. 01047844 Caltrans AASHTO Test Methods 166, 209, 269, 275, 308 Caltrans Concrete Test Methods 105, 125 AGG, 201, 202, 205, 216, 217, 226, 227, 229, 521 ICC Spray-Applied Fire Proofing, No. 8408634 NICET, No. 125295 -Asphalt; Concrete; Soils	Redwood City School District Palo Alto Unified School District Oakland Unified School District Farfield-Suisun School District Fremont Union High School District San Leandro Unified School District East Side Union High School District South San Francisco Unified School District Mill Valley School District
Jalal Keramat Special Inspector *Years of Experience: 17*	B.S., Civil Engineering ACI No. 01279296 -Aggregate Testing; Concrete Field Testing; Concrete Laboratory Testing; Concrete Strength Testing CWI No. 20024911 DSA No. 6074 & 6055 -Masonry; Shotcrete ICC No. 8255109 -Master of Special Inspection; Prestressed Concrete; Reinforced Concrete; Spray-Applied Fireproofing; Structural Masonry; Structural Steel & Bolting; Structural Welding	San Francisco Unified School District Redwood City School District Palo Alto Unified School District Oakland Unified School District Farfield-Suisun School District Dublin Unified School District Fremont Union High School District San Leandro Unified School District
Amir Moayedi Special Inspector *Years of Experience: 27*	ACI No. 01366930 -Concrete Field Testing Technician Grade I ASNT Ultrasonic Testing Level I and II AWS Welding Inspector No 20011611 ICC No. 8470222 -Master of Special Inspection; Reinforced Concrete; Spray-Applied Fireproofing; Structural Masonry; Structural Steel and Bolting; Structural Welding	Bellevue Union School District Berkeley Unified School District Dublin Unified School District Redwood City School District Orinda Union School District Palo Alto Unified School District East Side Union High School District

PROPOSED PROJECT TEAM		
Project Team Member and Role	**Education and Credentials**	**Project Experience**
Josh Muller Field Technician *Years of Experience: 6*	ACI Concrete Field Testing Technician Grade I, No. 01396589 Caltrans CT 125AGG, 231, CT 125HMA, 375AC	Albany Unified School District Fremont Union High School District Fairfield Suisun Unified School District Oakland Unified School District South San Francisco Unified School District Redwood City School District
Trajche Trajkovski Field Technician *Years of Experience: 5*	ACI Concrete Field Testing Technician Grade I, No. 01894318 Caltrans 125AGG, 125HMA, 231, 375AC, 504, 518, 539, 540, 543, 556, 667	San Francisco Unified School District Redwood City School District Palo Alto Unified School District Oakland Unified School District Farfield-Suisun School District Fremont Union High School District

Meet Choose Love RCSD

"For more than six years and through two contracts, Ninyo & Moore has performed in an exemplary manner under the Redwood City School District's on-call Agreements for Professional Geotechnical Evaluations and Remediation services as well as Materials and Special Inspections Services for the Measure T Bond program. Some of the projects during the design phase as well as construction that were completed during this timeframe were challenging. Among Ninyo & Moore's major attributes are a commitment to excellent client service, and a high level of responsiveness to our project requests."

- Will Robertson | Program Manager
Redwood City School District (RGM Kramer)

"The technical knowledge of your staff and managers, ability to respond to multiple complex task orders simultaneously, care in interactions with regulators and stakeholders, reasonableness of costs, and your firm's overall dedication to client service is all to be commended. I would not hesitate to recommend Ninyo & Moore."

- Rhoda D. Parham
San Francisco Unified School District

SFUSD

Peter C. Connolly, PE, GE

Principal-In-Charge / Contract Manager



YEARS OF EXPERIENCE

26

EDUCATION

M.E., Civil Engineering, 1997, University of California, Berkeley

B.S., Civil Engineering, 1995, Rensselaer Polytechnic Institute, Troy, New York

REGISTRATIONS

PE 61547 (California)

GE 2707 (California)

Radiation (Nuclear Gauge) User Safety

Radiation (Nuclear Gauge) Safety Officer

OSHA 40-Hour Health & Safety Training with Annual Updates

PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers

Mr. Connolly has 26 years of experience managing and conducting geotechnical evaluations for commercial and public facilities including parks, highways, railroads, pipelines, and bridges. He routinely performs slope stability analyses, flexible and rigid pavement and underground pipeline design, prepares and reviews geotechnical reports, develops geotechnical design parameters, and provides recommendations for shallow and deep foundations, retaining structures, in-situ ground remediation, and earthwork. In a Project Management role, he performs project administration and management, provides supervision of and technical support to staff-level engineers and geologists, and reviews laboratory results, project plans, and specifications.

REPRESENTATIVE EXPERIENCE

Oakland Unified School District California Solar Initiative, Oakland, California: Principal Engineer during geotechnical earthwork observation, materials testing, special inspection services. Earthwork observation included observation during excavation for the solar carport foundations. Materials testing include load testing of anchors, sampling and tagging of reinforcing steel and testing them in the laboratory, concrete batch plant inspection, sampling of concrete and testing them in the laboratory for compression testing, and material testing of Fast Jacks. Special inspection performed for these projects include shop and field observation during steel fabrication, fit up, welding, and bolting. Moreover, we managed this project under new DSA system successfully using box.com.

San Jose Unified School District, Solar Projects, Various Cities, California: Principal Engineer during geotechnical observation, materials testing and special inspection services. Services included geotechnical earthwork observation, laboratory testing, and field compaction testing services during earthwork operations associated with trench backfill work, foundation preparation for solar carports, drilled pier inspections, preparation and compaction testing of pavement subgrade, subbase and asphalt concrete, load testing of anchors, sampling and tagging of reinforcing steel and testing them in the laboratory, concrete batch plant inspection, sampling of concrete and testing them in the laboratory for compression testing.

Palo Alto Unified School District, Henry M. Gunn High School Gymnasium & Classroom Buildings, Palo Alto, California: Principal Engineer during materials testing and special inspection services for the Gymnasium and Classroom Building project which consisted of two gymnasium buildings totaling 19,700 square-feet, and two classroom buildings totaling 40,000 square-feet. Services included materials testing and observation of reinforcing steel and cast-in-place concrete; batch plant inspections; structural steel welding inspection; ultrasonic testing; high-strength bolting; load testing of post installed and/or dowels; cold form metal framing; skylight load testing; and laboratory testing for the compressive strength testing of concrete; tensile and bend testing of reinforcing steel; and preparation of final reports for special inspection and materials laboratory testing services.

South San Francisco Unified School District, El Camino & South San Francisco High School Athletic Fields, South San Francisco, California: Principal Engineer during geotechnical observation, materials testing and special inspection services for the athletic field renovation projects which consisted of the construction of an athletic field, bleachers, minor retaining walls, associated improvements such as trenching and backfilling for underground utilities, new asphalt concrete (AC) pavements, new PCC sidewalks and landscaped areas. Services included sampling and tagging of reinforcing steel; concrete batch plant inspection; sampling of concrete for compression testing; and structural steel welding and bolting inspection.

Ransom H. Hennefer, PE, GE, ACI, ICC

Contract Manager / DSA - LOR Engineer



YEARS OF EXPERIENCE

11

EDUCATION

M.S., Geotechnical Engineering, 2012, University of California, Berkeley

B.S., Civil Engineering, 2011, University of California, Berkeley

B.A., Business Management Economics, 2009, University of California, Santa Cruz

REGISTRATIONS/CERTIFICATIONS

PE 85603 (California)

GE 3152 (California)

ACI Concrete Field Testing Technician Grade I

ICC Certifications, No. 8887078:
- Master of Special Inspection;
- Reinforced Concrete Special Inspector;
- Spray-Applied Fireproofing Special Inspector;
- Structural Masonry Special Inspector;
- Structural Steel & Bolting Special Inspector;
- Structural Welding Special Inspector

Radiation (Nuclear Gauge) User Safety

OSHA 40 Hour HAZWOPER Certification "Supervisor Training" with Annual Updates

PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers

Mr. Hennefer conducts and manages geotechnical projects. His responsibilities include geotechnical investigations, laboratory testing, construction observation, and preparation of geotechnical reports. He is experienced in subsurface exploration, field logging and soil classification, researching of geologic background data, liquefaction and settlement analyses and report preparation.

REPRESENTATIVE EXPERIENCE

West Valley - Mission Community College District, West Valley College Canopy Mounted Photo Volcanic System, Saratoga, California: Project Manager during installation of new carport mounted PV panels, carport foundations, and erection of structural steel at parking lots 1, 2, and 7. Our field services included drilled pier observation for Carports and light pole foundations, and slurry placement inspection for utility trenches. Compaction testing was performed for subgrade, aggregate base, and asphalt concrete for the parking lots. Inspections were coordinated through requests from the project inspector. Daily inspection reports were prepared documenting each inspection. Weekly report packages were prepared and uploaded to DSA box. At the conclusion of the project a final 293 report was completed.

San Jose Unified School District, Solar Projects, Various Cities, California: Project Manager during geotechnical observation, materials testing and special inspection services. Services included geotechnical earthwork observation, laboratory testing, and field compaction testing services during earthwork operations associated with trench backfill work, foundation preparation for solar carports, drilled pier inspections, preparation and compaction testing of pavement subgrade, subbase and asphalt concrete, load testing of anchors, sampling and tagging of reinforcing steel and testing them in the laboratory, concrete batch plant inspection, sampling of concrete and testing them in the laboratory for compression testing.

Fairfield Suisun Unified School District, Oakbrook Academy Performing Arts Center, Fairfield, California: Project Manager during construction of a new performing arts center with a platform, restrooms, green rooms, storage room, and related site work, along with accessible upgrades at the main school entrance, a new fire riser, and a sprinkler system. Our geotechnical services included lime treatment observation and testing, footing inspection, drilled pier observation, backfill placement observation, and compaction testing. Our materials testing and special inspection services included anchor bolt installation inspection and torque testing, epoxy inspection and pull testing, reinforcing steel sampling and testing, concrete batch plant inspection, sampling and testing of concrete, structural steel welding inspection in the shop and field, UT testing, grout sampling and testing and grout placement inspection.

South San Francisco Unified School District, El Camino & South San Francisco High School Athletic Fields, South San Francisco, California: Principal Engineer during geotechnical observation, materials testing and special inspection services for the athletic field renovation projects at El Camino & South San Francisco High School. The project consisted of the construction of an athletic field, bleachers, minor retaining walls, associated improvements such as trenching and backfilling for underground utilities, new asphalt concrete (AC) pavements, new PCC sidewalks and landscaped areas. Services included geotechnical earthwork observation, laboratory testing, and field compaction testing services during earthwork operations associated with field preparation; placement of utility trench backfill; preparation of pavement subgrade, and pavement section construction; sampling and tagging of reinforcing steel; concrete batch plant inspection; sampling of concrete for compression testing; and structural steel welding and bolting inspection.

Bryan Steinbrueck, ACI, ICC, NICET, CALTRANS

Laboratory Manager



YEARS OF EXPERIENCE

23

EDUCATION

A.S., Computer Systems Networking & Telecommunications, Brooks College

A.A., Liberal Arts and Sciences/Liberal Studies, De Anza College

CERTIFICATIONS

ACI Concrete Strength Testing Technician, No. 01047844

ICC Spray-Applied Fireproofing Special Inspector, No. 8408634

NICET Certifications, No. 125295:
- Construction Materials Testing – Asphalt (Level II)
- Construction Materials Testing – Concrete (Level II)
- Construction Materials Testing – Soils (Level II)

Caltrans Certifications:
- Concrete Test Methods (105, 125AGG, 201, 202, 205, 216, 217, 226, 227, 229, 521)
- AASHTO Test Methods (166, 209, 269, 275, 308)

Radiation (Nuclear Gauge) User Safety

Radiation (Nuclear Gauge) Safety Officer

Mr. Steinbrueck has 23 years of construction laboratory testing and materials testing experience and has held multiple AASHTO, CCRL, NICET, ACI laboratory certifications for over 10 years. With his many years of hands-on materials testing, he has the knowledge to efficiently and accurately complete the laboratory testing, as well as soil and aggregates testing. Projects he has provided services for include community colleges, K-12 schools, community colleges, public agencies, transportation, commercial developers and residential. He has excellent time management skills and is highly proficient in performing laboratory testing per ASTM, Caltrans, AASHTO and CBC test methods.

REPRESENTATIVE EXPERIENCE

San Jose Unified School District, Solar Projects, Various Cities, California: Laboratory Manager during geotechnical observation, materials testing and special inspection services. Services included geotechnical earthwork observation, laboratory testing, and field compaction testing services during earthwork operations associated with trench backfill work, foundation preparation for solar carports, drilled pier inspections, preparation and compaction testing of pavement subgrade, subbase and asphalt concrete, load testing of anchors, sampling and tagging of reinforcing steel and testing them in the laboratory, concrete batch plant inspection, sampling of concrete and testing them in the laboratory for compression testing.

Fremont Unified School District, Thornton Middle School Conversion Project, Fremont, California: Laboratory Manager during materials testing services. The purpose of our services were to provide geotechnical consultant and materials testing in order to assess compliance with the project plans and specifications to construct five two-story buildings (Buildings 11A, 11B, 11C, 11D, and 11E) with a total footprint area of approximately 17,600-square-foot. Services included provision of project management including client liaison, work scheduling, quality review, and semi-monthly distribution of test data and daily field inspection reports; review of the project plans and specifications, as-needed, for field observation and testing; observing excavations to evaluate subsurface conditions; performing laboratory test on imported fill and aggregates base to evaluate conformance; conducting laboratory Proctor Maximum Density testing of aggregate base; performance of field observation and in-place density testing during trench backfill of aggregate base; performing laboratory tests to evaluate compressive strength of grout; performing cone penetration testing (CPT) to evaluate the degree of ground improvement achieved for the test section and production work; and review of laboratory test results, field inspection reports, and data from verification of CPT to evaluate conformance with the objective of the ground improvement program.

Redwood City School District, Hoover Community School Gymnasium and Modernization, Redwood City, California: Laboratory Manager during geotechnical observation, materials testing, and inspection services for the Hoover Community School Gym and Modernization project which consisted of a new 8,000 square-foot gymnasium building, parking lot expansion, and modernization of existing classroom buildings. Services included anchor bolt installation inspection and torque testing; epoxy inspection and pull testing; reinforcing steel sampling and testing; concrete batch plant inspection; sampling and testing of concrete; structural steel welding inspection in the shop and field; UT testing; fireproofing inspection; and. DSA masonry inspection.

Jalal Keramat, ACI, CWI, ICC, DSA

Special Inspector



YEARS OF EXPERIENCE

17

EDUCATION

B.S., Civil Engineering,
Azad University, Ghaemshahr

CERTIFICATIONS

Engineer-In-Training, EIT No. 152132

AWS Certified Welding Inspector (CWI) No. 20024911

ACI Certifications:
- Concrete Field Testing Technician Grade I
- Concrete Strength Testing Technician
- Aggregate Testing Technician Level I
- Concrete Laboratory Testing Technician Level I

ICC Certifications, No. 8255109
- Master of Special Inspection
- Prestressed Concrete Special Inspector
- Reinforced Concrete Special Inspector
- Spray-Applied Fireproofing Special Inspector
- Structural Masonry Special Inspector
- Structural Steel & Bolting Special Inspector
- Structural Welding Special Inspector

DSA Certifications:
- Masonry Special Inspector, No. 6074
- Shotcrete Special Inspector, No. 6055

Radiation (Nuclear Gauge) User Safety

OSHA 10 Hour Certification Hazard Recognition Training

Mr. Keramat is experienced in a wide variety of construction projects performing materials testing and special inspection including concrete and reinforcing steel, masonry and grout placement inspection and geotechnical observation and testing. His experience involves projects that have included schools, parking garages, data centers, large-scale commercial retail development, highway/roadway, hotels, infrastructure and wastewater treatment plants.

REPRESENTATIVE EXPERIENCE

West Valley - Mission Community College District, West Valley College Canopy Mounted Photo Volcanic System, Saratoga, California: Special Inspector during installation of new carport mounted PV panels, carport foundations, and erection of structural steel at parking lots 1, 2, and 7. Our field services included drilled pier observation for Carports and light pole foundations, and slurry placement inspection for utility trenches. Compaction testing was performed for subgrade, aggregate base, and asphalt concrete for the parking lots. Inspections were coordinated through requests from the project inspector. Daily inspection reports were prepared documenting each inspection. Weekly report packages were prepared and uploaded to DSA box. At the conclusion of the project a final 293 report was completed.

Oakland Unified School District, Fremont High School Modernization, Oakland, California: Special Inspector during geotechnical observation and soils testing, materials testing and special inspection services for the renovation and expansion of the existing Fremont High School campus. The project consisted of site demolition, interior remodeling, new construction of a gymnasium with a fitness center, wellness center, retractable bleachers, locker rooms, concessions, new two-story classroom building, modernization of an existing classroom, new parking lot, and scoreboard a new football field scoreboard, updated bleachers, and sport lighting. Services included inspection and testing of reinforcing steel, cast-in-place concrete, shotcrete, structural steel welding, and epoxy/dowel placement installation; load testing of post-installed anchor/dowels, high-strength bolt and testing; laboratory testing; and preparation of interim and final verified reports for geotechnical, special inspection and laboratory testing services.

Oakland Unified School District, District-Wide Services, Oakland, California: Special Inspector for geotechnical observation, materials testing and special inspection services for various K-12 school projects, including Kaiser and Laurel Elementary School Finishing Kitchen, and McClymonds High School Electronic Messaging Sign. These projects consisted of construction of new kitchen buildings, restrooms and marquee signage board. Ninyo & Moore is currently providing earthwork observation and testing, inspection and testing of reinforcing steel, cast-in-place concrete, structural steel welding inspection, glu-lam beam fabrication inspection, epoxy/dowel placement installation, load testing of post installed anchor/dowels and high strength both testing in the field. We are also providing laboratory testing to evaluate maximum dry density and moisture content, Atterberg limits testing for lime and cement treated soil, compressive strength testing of concrete; tensile and bend testing of reinforcing steel and preparation of final reports for special inspection and materials laboratory testing services.

Amir Moayedi, ACI, CWI, ICC, NDT

Special Inspector



YEARS OF EXPERIENCE

27

EDUCATION

B.S., Civil Engineering, 2001
University of Hamadan

CERTIFICATIONS

ACI Concrete Field Testing Technician, Grade I, No. 01366930

AWS Certified Welding Inspector, No. 20011611

ASNT Certifications:

- Magnetic Particle Testing, Level 2
- ASNT Ultrasonic Testing, Level 2

ICC Certifications, No. 8470222:

- Master of Special Inspector
- Prestressed Concrete Special Inspector
- Reinforced Concrete Special Inspector
- Spray-Applied Fireproofing Special Inspector
- Structural Masonry Special Inspector
- Structural Steel & Bolting Special Inspector
- Structural Welding Special Inspector
- Firestopping Special Inspector

IFC 3rd Party Firestop Inspector

Radiation (Nuclear Gauge) User Safety

Mr. Moayedi performs inspections of the project elements including concrete, steel, masonry, spray-applied fireproofing, high-strength bolts, and welding both in the fabrication shop and at the site. He obtains or prepares representative specimens of these materials to be tested in our certified laboratory. His observations are documented in detail in inspection reports provided to the building official and utilized for final close-out of the project. Mr. Moayedi maintains clear communication with the Project Manager regarding all aspects of the field operations.

REPRESENTATIVE EXPERIENCE

San Jose Unified School District, Solar Projects, Various Cities, California: Special Inspector during geotechnical observation, materials testing and special inspection services. Services included geotechnical earthwork observation, laboratory testing, and field compaction testing services during earthwork operations associated with trench backfill work, foundation preparation for solar carports, drilled pier inspections, preparation and compaction testing of pavement subgrade, subbase and asphalt concrete, load testing of anchors, sampling and tagging of reinforcing steel and testing them in the laboratory, concrete batch plant inspection, sampling of concrete and testing them in the laboratory for compression testing.

East Side Union High School District, Silver Creek High School New Classroom Building K and Buildings J and T Modernization, San Jose, California: Special Inspector during construction materials testing and special inspection services. The project includes demolition of three existing buildings and construction of a new, 20,000 square-foot two-story building with 10 classrooms. Services included sampling and tagging of reinforcing steel, cast-in-place concrete batch plant inspection, sampling and testing of concrete, structural steel welding inspection, inspection of epoxy/dowel placement installation, load testing of postinstalled anchor/dowels and high-strength bolt testing, Our laboratory testing services included compressive strength testing of concrete, and non-shrink grout, tensile and bend testing of reinforcing steel, and preparation of interim and final verified reports (DSA 291) for special inspection and laboratory testing services.

Berkeley Unified School District, Willard Middle School Career Technical Education Classroom, Berkeley, California: Special Inspector during geotechnical observation, materials testing and special inspection services. Services included sampling of subgrade soils and aggregate base material from the job site and transportation to our laboratory for testing for maximum compacted density determinations in the laboratory accordance with ASTM D1557 for subgrade soils and aggregate base; performance of in-place field density testing using a nuclear density gauge to determine the relative compaction of compacted subgrade soil and aggregate base; sampling and tagging of reinforcing steel; performance of periodic concrete batch plant inspection; performance of concrete sampling and testing including slump and temperature tests of concrete and cast compressive strength test specimens on site; performance of compression testing of concrete cylinders in the laboratory; inspection during the installation of post installed anchors; load testing including pull and torque testing of post installed anchors; compilation, review and distribution of progress reports with field and laboratory test data; and preparation of a Final Affidavit Letter at the conclusion of the project.

Joshua Muller, ACI, CALTRANS

Field Technician



YEARS OF EXPERIENCE

6

EDUCATION

Certificate – Automotive Systems,
Evergreen Valley College,
San Jose, California

CERTIFICATIONS

ACI Concrete Field Testing Technician, Grade I

Radiation (Nuclear Gauge) User Safety

Mr. Muller has experience in a wide variety of construction projects performing materials testing, including concrete and geotechnical observation and testing. His project experience includes parking garages, data centers, large-scale commercial retail development, highway/roadway, hotels, infrastructure, school districts and wastewater treatment plants.

REPRESENTATIVE EXPERIENCE

San Jose Unified School District, Solar Projects, Various Cities, California: Field Technician during geotechnical observation, materials testing and special inspection services. Services included geotechnical earthwork observation, laboratory testing, and field compaction testing services during earthwork operations associated with trench backfill work, foundation preparation for solar carports, drilled pier inspections, preparation and compaction testing of pavement subgrade, subbase and asphalt concrete, load testing of anchors, sampling and tagging of reinforcing steel and testing them in the laboratory, concrete batch plant inspection, sampling of concrete and testing them in the laboratory for compression testing.

East Side Union High School District, Oak Grove High School Student Center & Quad Renovations, Oakland, California: Field Technician during materials testing and special inspection services for the student center and quad renovations project which consisted of renovations to the existing central campus quad, renovations to buildings H1 and H2 restrooms, and renovations to the second floor of the administration building and addition of two new exterior stairs. Services included reinforcing steel tagging; sampling and testing; concrete batch plant inspection; concrete sampling and testing; epoxy dowel installation inspection including pull and torque testing, structural steel welding inspection; and non destructive testing.

Palo Alto Unified School District, Palo Alto High School Gymnasium, Palo Alto, California: Field Technician during materials testing and special inspection services for Palo Alto High School Gymnasium project which consisted of a new, single-story, sports complex with a telescoping bleachers, athletic equipment, scoreboards, and basement. Services included field sampling and testing of cast-in-place concrete; load testing of post installed anchor/dowels; shop and field welding inspections; non-destructive testing; laboratory testing; rebar tensile and bend testing; testing of high strength bolts; compressive strength testing of concrete; and preparation of final reports for special inspection and materials laboratory testing services.

Redwood City School District, Hoover Elementary School Gymnasium and Modernization, Redwood City, California: Field Technician during geotechnical observation, materials testing, and inspection services for the Hoover Elementary School Gym and Modernization project which consisted of a new 8,000 square-foot gymnasium building, parking lot expansion, and modernization of existing classroom buildings. Services included anchor bolt installation inspection and torque testing; epoxy inspection and pull testing; reinforcing steel sampling and testing; concrete batch plant inspection; sampling and testing of concrete; structural steel welding inspection in the shop and field; UT testing; fireproofing inspection; and DSA masonry inspection.

Trajche Trajkovski, ACI, CALTRANS

Field Technician



YEARS OF EXPERIENCE

5

CERTIFICATIONS

ACI Concrete Field Testing Technician Grade I, No. 01894318

Caltrans Certifications:
- 125AGG, 125HMA, 231
- 504, 518, 539, 540, 543, 556, 667
- 375AC

Radiation (Nuclear Gauge) User Safety, No. 18791

As a Senior Field Technician for Ninyo & Moore, Mr. Trajkovski has 5 years of experience providing quality control and quality assurance testing assistance of soils, aggregates, asphalt and concrete materials in accordance with applicable ASTM, AASHTO, and ACI standards. He maintains current field and laboratory testing certifications from ACI, as well as his nuclear gauge certification.

REPRESENTATIVE EXPERIENCE

Pleasanton Unified School District, Hearst Elementary School and Donlon Elementary School, Shade Structure Projects, Pleasanton, California: Field Technician during geotechnical observation and materials testing services for the Hearst and Donlon Elementary Schools Shade Structure projects. Each project consists of the construction and installation of a USA Shade structure. Our services included project management during construction, coordination of inspections, concrete mix design reviews, and preparation of final DSA documents. Our field services included drilled pier observation, reinforcing steel sampling and laboratory tensile and bend testing, and concrete sampling and testing.

Oakland Unified School District, Fremont High School Modernization Increment 1, Oakland, California: Field Technician during geotechnical observation and soils testing, materials testing and special inspection services for the renovation and expansion of the existing Fremont High School campus for the Oakland Unified School District. The project included site demolition, interior remodeling, construction of a new 2-story classroom building, modernization of an existing classroom, new construction of a gymnasium with a fitness center, wellness center, retractable bleachers, locker rooms, concessions and a new parking lot. In addition, the new football field have an improved scoreboard, fixed bleachers, and sport lighting. The goal of the new construction at Fremont High School was to improve the overall academic and student life experience on campus. The overall plan is for the campus to accommodate 1,200 students.

Dublin Unified School District, Emerald High School Increment 2 & 3, Dublin, California: Field Technician during geotechnical observation and soils testing services. The project included site grading and soils preparation for building construction including construction of an administration building, theater, visual arts building, student union, library, academy 1 and 2, concessions buildings, pool, locker room, and gymnasium. Our services included project management during construction, geotechnical oversight, RFI responses, and submittal reviews. Our field services included geogrid placement observation, drilled pier observation, lime treatment inspection and testing, slurry placement observation and sampling, and compaction testing of subgrade and backfill. All field inspection included preparation of daily field reports documenting items inspected and test results tracking construction conformance to the contract documents. Final DSA 293 reports were issued to close out the DSA inspection cards for each building.

East Side Union High School District, Silver Creek High School New Classroom Building K and Buildings J and T Modernization, San Jose, California: Field Technician during construction materials testing and special inspection services. The project includes demolition of three existing buildings and construction of a new, 20,000 square-foot two-story building with 10 classroom.

4 | PRICE PROPOSAL

Ninyo & Moore

4 PRICE PROPOSAL

Table 1 - Breakdown of Estimated Fee Adelante Academy								
Geotechnical Observation and Soil Compaction Testing								
Senior Staff Engineer	Observation during Foundation Preparation	4	hours	@	$ 150.00	/hour	$	600.00
Field Technician	Sampling and Compaction Testing for Subgrade Soils, Aggregate Base and Asphalt Concrete	16	hours	@	$ 98.00	/hour	$	1,568.00
Laboratory Proctor Test	Subgrade Soils,Aggregate Base	2	tests	@	$ 260.00	/test	$	520.00
Hveem Density Test	Asphalt Concrete	1	tests	@	$ 190.00	/test	$	190.00
Nuclear Gauge		16	hours	@	$ 12.00	/hour	$	192.00
Vehicle/Equipment		20	hours	@	$ 15.00	/hour	$	300.00
						Subtotal	**$**	**3,370.00**
Reinforced Concrete								
Field Technician	Sampling and Tagging of Reinforcing Steel	8	hours	@	$ 98.00	/hour	$	784.00
Field Technician	Concrete Batch Plant Inspection (Periodic)	4	hours	@	$ 98.00	/hour	$	392.00
Field Technician	Sampling and Testing of Concrete (Slump & Temperature)	8	hours	@	$ 98.00	/hour	$	784.00
Reinforcing Steel	Tensile and Bend Test in the Laboratory	4	tests	@	$ 75.00	/test	$	300.00
Compression Tests	5 Concrete Cylinders / 50 Cubic Yards (4"x 8" Cylinders)	10	tests	@	$ 35.00	/test	$	350.00
Vehicle/Equipment		20	hours	@	$ 15.00	/hour	$	300.00
						Subtotal	**$**	**2,910.00**
Project Management								
Principal Engineer	Consultation, Project Oversight, and Final Affidavit Letter (DSA 291 & 293)	2	hours	@	$ 188.00	/hour	$	376.00
Project Manager	Meetings, Concrete Mix Design and WPS Review and Report Preparation	4	hours	@	$ 165.00	/hour	$	660.00
Assistant/Dispatcher	Data Compilation and Scheduling	2	hours	@	$ 81.00	/hour	$	162.00
						Subtotal	**$**	**1,198.00**
TOTAL ESTIMATED FEE							$	7,478.00

Table 2 - Breakdown of Estimated Fee Aptitud Academy							
Geotechnical Observation and Soil Compaction Testing							
Senior Staff Engineer	Observation during Foundation Preparation	4 hours	@	$ 150.00	/hour	$	600.00
Field Technician	Sampling and Compaction Testing for Subgrade Soils, Aggregate Base and Asphalt Concrete	16 hours	@	$ 98.00	/hour	$	1,568.00
Laboratory Proctor Test	Subgrade Soils,Aggregate Base	2 tests	@	$ 260.00	/test	$	520.00
Hveem Density Test	Asphalt Concrete	1 tests	@	$ 190.00	/test	$	190.00
Nuclear Gauge		16 hours	@	$ 12.00	/hour	$	192.00
Vehicle/Equipment		20 hours	@	$ 15.00	/hour	$	300.00
					Subtotal	**$**	**3,370.00**
Reinforced Concrete							
Field Technician	Sampling and Tagging of Reinforcing Steel	8 hours	@	$ 98.00	/hour	$	784.00
Field Technician	Concrete Batch Plant Inspection (Periodic)	4 hours	@	$ 98.00	/hour	$	392.00
Field Technician	Sampling and Testing of Concrete (Slump & Temperature)	8 hours	@	$ 98.00	/hour	$	784.00
Reinforcing Steel	Tensile and Bend Test in the Laboratory	4 tests	@	$ 75.00	/test	$	300.00
Compression Tests	5 Concrete Cylinders / 50 Cubic Yards (4"x 8" Cylinders)	10 tests	@	$ 35.00	/test	$	350.00
Vehicle/Equipment		20 hours	@	$ 15.00	/hour	$	300.00
					Subtotal	**$**	**2,910.00**
Project Management							
Principal Engineer	Consultation, Project Oversight, and Final Affidavit Letter (DSA 291 & 293)	2 hours	@	$ 188.00	/hour	$	376.00
Project Manager	Meetings, Concrete Mix Design and WPS Review and Report Preparation	4 hours	@	$ 165.00	/hour	$	660.00
Assistant/Dispatcher	Data Compilation and Scheduling	2 hours	@	$ 81.00	/hour	$	162.00
					Subtotal	**$**	**1,198.00**
TOTAL ESTIMATED FEE						$	7,478.00

Schedule of Fees

Hourly Charges for Personnel

Professional Staff

Principal Engineer/Geologist/Environmental Scientist/Certified Industrial Hygienist	$ 188
Senior Engineer/Geologist/Environmental Scientist	$ 178
Senior Project Engineer/Geologist/Environmental Scientist	$ 173
Project Engineer/Geologist/Environmental Scientist	$ 165
Senior Staff Engineer/Geologist/Environmental Scientist	$ 150
Staff Engineer/Geologist/Environmental Scientist	$ 134
GIS Analyst	$ 123
Technical Illustrator/CAD Operator	$ 98

Field Staff

Certified Asbestos/Lead Technician	$ 173
Field Operations Manager	$ 119
Nondestructive Examination Technician (UT, MT, LP)	$ 114
Supervisory Technician	$ 104
Special Inspector (Concrete, Masonry, Structural Steel, Welding, and Fireproofing)	$ 104
Senior Technician	$ 103
Technician	$ 98

Administrative Staff

Information Specialist	$ 83
Geotechnical/Environmental/Laboratory Assistant	$ 81
Data Processor	$ 71

Other Charges

Concrete Coring Equipment (includes technician)	$ 190/hr
Anchor Load Test Equipment (includes technician)	$ 190/hr
GPR Equipment	$ 180/hr
Inclinometer	$ 100/hr
Hand Auger Equipment	$ 80/hr
Rebar Locator (Pachometer)	$ 25/hr
Vapor Emission Kit	$ 65/kit
Nuclear Density Gauge	$ 12/hr
X-Ray Fluorescence	$ 70/hr
PID/FID	$ 25/hr
Air Sampling Pump	$ 10/hr
Field Vehicle	$ 15/hr
Expert Witness Testimony	$ 450/hr
Direct Expenses	Cost plus 15 %

Special equipment charges will be provided upon request.

Notes

For field and laboratory technicians and special inspectors, overtime rates at 1.5 times the regular rates will be charged for work performed in excess of 8 hours in one day Monday through Friday and all day on Saturday. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day, all day Sunday and on holidays.

Field technician and special inspection hours are charged portal to portal at a 4-hour minimum, and 8-hour minimum for hours exceeding 4 hours.

Invoices are payable upon receipt. A service charge of 1.5 percent per month may be charged on accounts not paid within 30 days.

Our rates will be adjusted in conjunction with the increase in the Prevailing Wage Determination during the life of the project, as applicable.

Schedule of Fees for Laboratory Testing

Laboratory Test, Test Designation, and Price Per Test

SOILS

Atterberg Limits, D 4318, CT 204	$ 180
California Bearing Ratio (CBR), D 1883	$ 440
Chloride and Sulfate Content, CT 417 & CT 422	$ 135
Consolidation, D 2435, CT 219	$ 275
Consolidation – Time Rate, D 2435, CT 219	$ 70
Direct Shear – Remolded, D 3080	$ 290
Direct Shear – Undisturbed, D 3080	$ 250
Durability Index, CT 229	$ 150
Expansion Index, D 4829, UBC 18-2	$ 240
Expansion Potential (Method A), D 4546	$ 180
Expansive Pressure (Method C), D 4546	$ 180
Geofabric Tensile and Elongation Test, D 4632	$ 165
Hydraulic Conductivity, D 5084	$ 300
Hydrometer Analysis, D 422, CT 203	$ 190
Moisture, Ash, & Organic Matter of Peat/Organic Soils	$ 110
Moisture Only, D 2216, CT 226	$ 30
Moisture and Density, D 2937	$ 50
Permeability, CH, D 2434, CT 220	$ 290
pH and Resistivity, CT 643	$ 160
Proctor Density D 1557, D 698, CT 216, & AASHTO T-180 (Rock corrections add $80)	$ 260
R-value, D 2844, CT 301	$ 425
Sand Equivalent, D 2419, CT 217	$ 110
Sieve Analysis, D 422, CT 202	$ 110
Sieve Analysis, 200 Wash, D 1140, CT 202	$ 90
Specific Gravity, D 854	$ 200
Triaxial Shear, C.D, D 4767, T 297	$ 390
Triaxial Shear, C.U., w/pore pressure, D 4767, T 2297 per pt.	$ 330
Triaxial Shear, C.U., w/o pore pressure, D 4767, T 2297 per pt.	$ 190
Triaxial Shear, U.U., D 2850	$ 140
Unconfined Compression, D 2166, T 208	$ 100
Wax Density, D 1188	$ 90

ROOFING

Built-up Roofing, cut-out samples, D 2829	$ 165
Roofing Materials Analysis, D 2829	$ 500
Roofing Tile Absorption, (set of 5), UBC 15-5	$ 190
Roofing Tile Strength Test, (set of 5), UBC 15-5	$ 190

MASONRY

Brick Absorption, 24-hour submersion, C 67	$ 45
Brick Absorption, 5-hour boiling, C 67	$ 55
Brick Absorption, 7-day, C 67	$ 60
Brick Compression Test, C 67	$ 45
Brick Efflorescence, C 67	$ 45
Brick Modulus of Rupture, C 67	$ 40
Brick Moisture as received, C 67	$ 35
Brick Saturation Coefficient, C 67	$ 50
Concrete Block Compression Test, 8x8x16, C 140	$ 60
Concrete Block Conformance Package, C 90	$ 1100
Concrete Block Linear Shrinkage, C 426	$ 120
Concrete Block Unit Weight and Absorption, C 140	$ 55
Cores, Compression or Shear Bond, CA Code	$ 85
Masonry Grout, 3x3x6 prism compression, UBC 21-18	$ 30
Masonry Mortar, 2x4 cylinder compression, UBC 21-16	$ 30
Masonry Prism, half size, compression, UBC 21-17	$ 180

CONCRETE

Cement Analysis Chemical and Physical, C 109	$ 1,650
Compression Tests, 6x12 Cylinder, C 39	$ 30
Concrete Mix Design Review, Job Spec	$ 140
Concrete Mix Design, per Trial Batch, 6 cylinder, ACI	$ 750
Concrete Cores, Compression (excludes sampling), C 42	$ 55
Drying Shrinkage, C 157	$ 250
Flexural Test, C 78	$ 100
Flexural Test, C 293	$ 55
Flexural Test, CT 523	$ 100
Gunite/Shotcrete, Panels, 3 cut cores per panel and test, ACI	$ 250
Jobsite Testing Laboratory	Quote
Lightweight Concrete Fill, Compression, C 495	$ 55
Petrographic Analysis, C 856	$ 1,100
Splitting Tensile Strength, C 496	$ 80

REINFORCING AND STRUCTURAL STEEL

Fireproofing Density Test, UBC 7-6	$ 70
Hardness Test, Rockwell, A-370	$ 80
High Strength Bolt, Nut & Washer Conformance, set, A-32	$ 205
Mechanically Spliced Reinforcing Tensile Test, ACI	$ 95
Pre-Stress Strand (7 wire), A 416	$ 140
Chemical Analysis, A-36, A-615	$ 120
Reinforcing Tensile or Bend up to No. 11, A 615 & A 706	
No. 8 Rebar	$ 55
No. 11 Rebar	$ 75
No. 18 Rebar	$ 150
Structural Steel Tensile Test: Up to 200,000 lbs. (machining extra), A 370	$ 105
Welded Reinforcing Tensile Test: Up to No. 11 bars, ACI	$ 80
Tensile Test for Fiberwrap (ASTM D-3039)	$ 675

ASPHALT CONCRETE

Asphalt Mix Design, Caltrans	$ 2,200
Asphalt Mix Design Review, Job Spec	$ 150
Extraction, % Asphalt, including Gradation, D 2172, CT 310	$ 215
Film Stripping, CT 302	$ 100
Hveem Stability and Unit Weight CTM or ASTM, CT 366	$ 195
Marshall Stability, Flow and Unit Weight, T-245	$ 215
Maximum Theoretical Unit Weight, D 2041	$ 120
Swell, CT 305	$ 165
Unit Weight sample or core, D 2726, CT 308	$ 90
SuperPave, Asphalt Mix Verification (incl. Aggregate Quality)	$ 5,200
SuperPave, Gyratory Unit Wt., T 312	$ 75
SuperPave, Hamburg Wheel, 20,000 passes, T 324	$ 1,000

AGGREGATES

Absorption, Coarse, C 127	$ 35
Absorption, Fine, C 128	$ 35
Clay Lumps and Friable Particles, C 142	$ 100
Cleanness Value, CT 227	$ 160
Crushed Particles, CT 205	$ 140
Durability, Coarse, CT 229	$ 165
Durability, Fine, CT 229	$ 165
Los Angeles Abrasion, C 131 or C 535	$ 180
Mortar making properties of fine aggregate, C 87	$ 275
Organic Impurities, C 40	$ 55
Potential Reactivity of Aggregate (Chemical Method), C 289	$ 390
Sand Equivalent, CT 217	$ 90
Sieve Analysis, Coarse Aggregate, C 136	$ 125
Sieve Analysis, Fine Aggregate (including wash), C 136	$ 125
Sodium Sulfate Soundness (per size fraction), C 88	$ 160
Specific Gravity, Coarse, C 127	$ 75
Specific Gravity, Fine, C 128	$ 110

Special preparation of standard test specimens will be charged at the technician's hourly rate.
Ninyo & Moore is accredited to perform the AASHTO equivalent of many ASTM test procedures.



2149 O'Toole Avenue, Suite 30 | San Jose, California 95131 | p. 408.435.9000 | f. 408.435.9006

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ninyoandmoore.com

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: November 9, 2023

To the Superintendent of Schools

Subject: **Notice of DSA Inspection Services from Furman Inspections, Inc. for Outdoor Classroom at Russo/McEntee Academy Project #6**

Staff Analysis: District staff and Program Manager, Cumming Group, requested proposals from the pre-approved DSA Inspector pool and Furman Inspections, Inc. proposal is the most competitive and comprehensive for the project scope. Fee for DSA Inspection Services required for the Outdoor Classroom Project at Russo/McEntee Academy. Fee to include the complete project duration beginning 11/10/2023 thru 09/01/24 as necessary for DSA required inspections and signoff.

Firm	Amount
Furman Inspections, Inc.	$17,225
ABG Inspections, Inc	$33,812

Recommendation: Staff recommends the Board of Trustees approve the proposal provided by Furman Inspections, Inc. for the lump sum contract amount of $17,225.

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

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

To the Board of Trustees: Meeting: November 9, 023
Regular Board Meeting

Recommended Approval

Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

FURMAN
CONSTRUCTION INSPECTION INC.

October 25, 2023

Mr. Marc Freitas
Bonds Director
Alum Rock Union Elementary SD
2800 Ocala Ave.
San Jose, CA 95148

Re: DSA Inspector of Record Services for the Russo Outdoor Classroom Project, ARUESD Project No. 06

Dear Mr. Freitas,

Thank you for the opportunity to provide the following proposal for the referenced project.

Based on the drawings, schedule and Addendum 1 provided at the time of this document submission, FCI will provide all required Division of the State Architect Project Inspection for a cost of $17,225.00.

This total equates as follows:
2 hours @ 10 days for underground rough in. (20 hours).
3 hours @ 12 days for Foundation drilling, reinforcing steel and concrete placement, (36 hours).
2 hours @ 27 days for steel erection/ module install and electrical work (54 hours).
20 hours for lab scheduling, DSA report filing and DSA Site visits.
6% Project Management and overhead.
130 total hours anticipated at $125/ hr.

The proposed inspector for the referenced projects will be Mehran Saidi, DSA Class 1 IOR # 5665

Overtime, Holiday and/ or weekend work will be billed at 1.5x the previously listed rate and added to the original inspection cost proposal.

Included in the above rate are all necessary equipment and supplies to perform inspections and maintain job records.
This proposal does not include a hard copy of the project drawings. The District or CM provides a half size set of drawings to the IOR.
FCI will not charge any travel time for local inspections. If necessary, FCI and the district will negotiate any out of town inspection services.

FCI will maintain all district required insurances.

Please feel free to contact me if you have any questions regarding this proposal. Again, I appreciate the opportunity and look forward to hearing from you.

Sincerely,

Jerry M. Furman

Jerry M. Furman
President
Furman Construction Inspection Inc.
Jfurman@fcinspection.com
408-234-8153

October 25, 2023

Alum Rock Union School District
Attn: Mr. Marc Freitas - Bonds Director
Marc.freitas@arusd.org
Attn: Ms. Deborah Slivkoff - Program Manager
dslivkoff@cumming-group.com
2930 Gay Avenue
San Jose, CA 95127

ABG INSPECTIONS, INC.

Alum Rock Union School District:

On behalf of ABG Inspections, Inc., we are honored to forward this submittal to your office in response and receipt of request for proposal for project inspection construction services for the Project No. 06 DSA Inspection Services for Russo Outdoor Classroom Project.

Proposal for project inspection construction services is based off construction management provided project scope and schedule. Proposal encompasses tentative schedule and requirement of (1) DSA Class 1 or Class 2 project inspector (PI) for the duration of the project.

Project Notes: Proposal is based on an estimated 79 calendar day project work schedule at (4) hours a day provided by the construction management team. ABG Inspections, Inc. has no control over contractor work schedule, delays, unforeseen conditions, required overtime, or additional requirements by DSA. Estimates can be more or less based on field conditions, project needs, and any other additional DSA requirements. All hours are based on regular work hour shifts excluding overtime/holidays. All site visits are based on a 4 hour minimum, time over 4 hours will automatically be 8 hours. Scheduled inspections cancelled without prior notice will incur a 2 hour show up minimum.

- Zoom meetings are (2) hour minimum.
- Other reimbursable expenses (items considered reimbursable) including but not limited to blueprints, copying costs, films, parking permits passes, and any other fees advanced or out of pocket expenses paid on behalf of the client is subject to a 5% surcharge.
- Project inspector services exceeding (8) hours in a day Mondays - Fridays (Holidays Excluded) will be billed at 1 1/2 times the regular rate of pay for all hours worked in excess of eight hours up to twelve hours in any workday.
- Project inspector services provided on Saturdays will be billed at 1 1/2 times the regular rate of pay for all hours worked in excess of eight hours up to and including 12 hours in any workday.
- Project inspector services provided on Sundays will be billed at 2 times the regular rate of pay for all hours worked in excess of eight hours up to and including 12 hours in any workday.

Proposed Approach and Scope of Work:

Based on the Alum Rock Union Elementary School District's outline of services in their RFP provided, it is ABG Inspections, Inc. intentions to provide the highest degree of quality assurance possible. Starting with adhering to all applicable requirements of the California Administration Code Title 24, Part 1 section 4-342. While also ensuring all elements of the explicit requirements for the DSA 103 Testing and Inspection program provided by the design team is followed. Not only will we assist the district with any and all services they require assistance with to help facilitate a successful project. We will proactively manage and oversee the Laboratory of Record and all speciality inspectors to ensure all phases of work is conducted in an orderly timely manner. Moreover, we will proactively manage the DSA Box ensuring all parties (AOR/SEOR, District, Contractors) upload all applicable interim/final verified reports at the specified times. Being proactive in this area is of utmost importance to ABG Inspections, Inc. In turn, this significantly increases the probability of completing the project on time and within budget, while also greatly minimizing the probability of delaying project certification by DSA. Coupled with healthy helpful lines of communication between the IOR, district, AOR, SEOR, and the contractor this is a recipe for success that we hope ABG Inspections, Inc. can be a part of providing upgraded facilities to their students and faculty.

Price Proposal:

Base Rate Service:	Overtime Fee Hourly Rates:	Holiday/Double Time Hourly Rate:
Regular rates: 2023 DSA Class 1 IOR: $127 DSA Class 2 IOR: $117 DSA Class 3 IOR: $107	Overtime rates: 2023 DSA Class 1 IOR: $190.50 DSA Class 2 IOR: $175.50 DSA Class 3 IOR: $160.50	Holiday/Double Time: 2023 DSA Class 1 IOR: $254 DSA Class 2 IOR: $234 DSA Class 3 IOR: $214
Regular rates: 2024 DSA Class 1 IOR: $127 DSA Class 2 IOR: $117 DSA Class 3 IOR: $107	Overtime rates: 2024 DSA Class 1 IOR: $190.50 DSA Class 2 IOR: $175.50 DSA Class 3 IOR: $160.50	Holiday/Double Time: 2024 DSA Class 1 IOR: $254 DSA Class 2 IOR: $234 DSA Class 3 IOR: $214
Project Inspector Services: **2024: Tentative start date Feb/March 2024 - August 2024 = Tentative approximate 79 working days.**		

Description of Services	Estimated Hours	Rate	Estimated Total
Russo Project #6: IOR Services Class 3 (PI) – 79 working days @ 4hrs./day	316 hrs.	$107/hr	$33,812

Confidential

If you have any questions or concerns regarding the proposal please contact:

ABG Inspections, Inc.
Principle In-Charge
Jerett Hayes
Jerett@abginspection.com
(909)725-9574

X Jerett Hayes

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 PROJECT #3, 4 and 6

DSA Inspection Services for LUCHA & Cassell Play Structures, McCollam Play Structures & Russo Outdoor Classroom Projects

Q: There appears to be a total of (4) projects (2) of which are under project #3 (Cassell & LUCHA), project #4 - McCollam, and (1) project #6 - Russo Outdoor Classroom. However, in the Dropbox file provided the DSA drawings for the McCollam & Russo Outdoor Classroom projects were not provided. Will these be provided so we can assess the scope of these projects?

A: The drawings for McCollam play structures are incorporating the shade structures and won't be available until after the proposal is due. The drawings are provided for the shade structures at McCollam and LUCHA & Cassell that can be a guide for pricing purposes. The outdoor classroom is currently in design. The tentative schedule is attached for pricing purposes.

Q: Is the Districts intent to have (1) IOR for all four projects or multiple inspectors? If so, will projects be going concurrently or right after the other to bridge the project duration provided in the RFP from 11/23 - 8/24?

A: The districts intent is to award the projects to the lowest qualified consultant for each project. We may have one firm or 2 at the most. Projects will start with the outdoor classroom at Russo and most likely followed by the McCollam play structures and then LUCHA and Cassell. Since the same contractor is installing the play structures at all 3 schools, there shouldn't be any overlap for the play structures. However, there may be overlap with any ADA and FLS work that will be required by DSA.

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

Company Name: ABG Inspections, Inc.

Signature: Principle In-Charge/ Justin Hayes

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

Board of Trustees: Date: November 9, 2023

To the Superintendent of Schools

Subject: **Notice of DSA Inspection Services from Furman Inspections, Inc. for two Play Structures at Millard McCollam Elementary School Project #4**

Staff Analysis: District staff and Program Manager, Cumming Group, requested proposals from the pre-approved DSA Inspector pool and Furman Inspections, Inc. proposal is the most competitive and comprehensive for the project scope. Fee for DSA Inspection Services required for the (2) Play Structures project at Millard McCollam Elementary School. Fee to include the complete project duration beginning 11/10/2023 thru 09/01/24 as necessary for DSA required inspections and signoff.

Firm	Amount
Furman Inspections, Inc.	$17,887.50
ABG Inspections, Inc	$232,456

Recommendation: Staff recommends the Board of Trustees approve the proposal provided by Furman Inspections, Inc. for the lump sum contract amount of $17,887.50.

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

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

To the Board of Trustees: Meeting: November 9, 023
Regular Board Meeting

Recommended Approval

_____ _____
Agenda Placement Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

FURMAN
CONSTRUCTION INSPECTION INC.

October 25, 2023

Mr. Marc Freitas
Bonds Director
Alum Rock Union Elementary SD
2800 Ocala Ave.
San Jose, CA 95148

Re: DSA Inspector of Record Services for the McCollam Play Structues, ARUESD Project No. 04

Dear Mr. Freitas,

Thank you for the opportunity to provide the following proposal for the referenced project.

Based on the drawings, schedule and Addendum 1 provided at the time of this document submission, FCI will provide all required Division of the State Architect Project Inspection for a cost of $17,887.50.

This total equates as follows (for each site):
30 hours for play structure installation.
40 hours for site work.
50 hours for shade canopy installation.
15 hours for lab scheduling, DSA report filing and DSA Site visits.
6% Project Management and overhead.
135 total hours anticipated at $125/ hr.

The proposed inspector for the referenced projects will be Mehran Saidi, DSA Class 1 IOR # 5665

Overtime, Holiday and/ or weekend work will be billed at 1.5x the previously listed rate and added to the original inspection cost proposal.

Included in the above rate are all necessary equipment and supplies to perform inspections and maintain job records. This proposal does not include a hard copy of the project drawings. The District or CM provides a half size set of drawings to the IOR.

FCI will not charge any travel time for local inspections. If necessary, FCI and the district will negotiate any out of town inspection services.

FCI will maintain all district required insurances.

Please feel free to contact me if you have any questions regarding this proposal. Again, I appreciate the opportunity and look forward to hearing from you.

Sincerely,

Jerry M. Furman

Jerry M. Furman
President
Furman Construction Inspection Inc.
Jfurman@fcinspection.com
408-234-8153

October 25, 2023

Alum Rock Union School District
Attn: Mr. Marc Freitas - Bonds Director
Marc.freitas@arusd.org
Attn: Ms. Deborah Slivkoff - Program Manager
dslivkoff@cumming-group.com
2930 Gay Avenue
San Jose, CA 95127

ABG INSPECTIONS, INC.

Alum Rock Union School District:

On behalf of ABG Inspections, Inc., we are honored to forward this submittal to your office in response and receipt of request for proposal for project inspection construction services for the Project No. 04 DSA Inspection Services for Play Structures at McCollam Project.

Proposal for project inspection construction services is based off construction management provided project scope and schedule. Proposal encompasses tentative schedule and requirement of (1) DSA Class 1 or Class 2 project inspector (PI) for the duration of the project.

Project Notes: Proposal is based on an estimated 226 calendar day project work schedule at (8) hours a day provided by the construction management team. ABG Inspections, Inc. has no control over contractor work schedule, delays, unforeseen conditions, required overtime, or additional requirements by DSA. Estimates can be more or less based on field conditions, project needs, and any other additional DSA requirements. All hours are based on regular work hour shifts excluding overtime/holidays. All site visits are based on a 4 hour minimum, time over 4 hours will automatically be 8 hours. Scheduled inspections cancelled without prior notice will incur a 2 hour show up minimum.

- Zoom meetings are (2) hour minimum.
- Other reimbursable expenses (items considered reimbursable) including but not limited to blueprints, copying costs, films, parking permits passes, and any other fees advanced or out of pocket expenses paid on behalf of the client is subject to a 5% surcharge.
- Project inspector services exceeding (8) hours in a day Mondays - Fridays (Holidays Excluded) will be billed at 1 1/2 times the regular rate of pay for all hours worked in excess of eight hours up to twelve hours in any workday.
- Project inspector services provided on Saturdays will be billed at 1 1/2 times the regular rate of pay for all hours worked in excess of eight hours up to and including 12 hours in any workday.
- Project inspector services provided on Sundays will be billed at 2 times the regular rate of pay for all hours worked in excess of eight hours up to and including 12 hours in any workday.

Proposed Approach and Scope of Work:

Based on the Alum Rock Union Elementary School District's outline of services in their RFP provided, it is ABG Inspections, Inc. intentions to provide the highest degree of quality assurance possible. Starting with adhering to all applicable requirements of the California Administration Code Title 24, Part 1 section 4-342. While also ensuring all elements of the explicit requirements for the DSA 103 Testing and Inspection program provided by the design team is followed. Not only will we assist the district with any and all services they require assistance with to help facilitate a successful project. We will proactively manage and oversee the Laboratory of Record and all speciality inspectors to ensure all phases of work is conducted in an orderly timely manner. Moreover, we will proactively manage the DSA Box ensuring all parties (AOR/SEOR, District, Contractors) upload all applicable interim/final verified reports at the specified times. Being proactive in this area is of utmost importance to ABG Inspections, Inc. In turn, this significantly increases the probability of completing the project on time and within budget, while also greatly minimizing the probability of delaying project certification by DSA. Coupled with healthy helpful lines of communication between the IOR, district, AOR, SEOR, and the contractor this is a recipe for success that we hope ABG Inspections, Inc. can be a part of providing upgraded facilities to their students and faculty.

Price Proposal:

Base Rate Service:	Overtime Fee Hourly Rates:	Holiday/Double Time Hourly Rate:
Regular rates: 2023 DSA Class 1 IOR: $127 DSA Class 2 IOR: $117 DSA Class 3 IOR: $107	Overtime rates: 2023 DSA Class 1 IOR: $190.50 DSA Class 2 IOR: $175.50 DSA Class 3 IOR: $160.50	Holiday/Double Time: 2023 DSA Class 1 IOR: $254 DSA Class 2 IOR: $234 DSA Class 3 IOR: $214
Regular rates: 2024 DSA Class 1 IOR: $127 DSA Class 2 IOR: $117 DSA Class 3 IOR: $107	Overtime rates: 2024 DSA Class 1 IOR: $190.50 DSA Class 2 IOR: $175.50 DSA Class 3 IOR: $160.50	Holiday/Double Time: 2024 DSA Class 1 IOR: $254 DSA Class 2 IOR: $234 DSA Class 3 IOR: $214
Project Inspector Services: **2024: Tentative start date Jan/Feb 2024 - August 2024 = Tentative approximate 226 working days.**		

Description of Services	Estimated Hours	Rate	Estimated Total
McCollam #4: IOR Services Class 1(PI) – 226 working days @ 8hrs./day	1,808 hrs.	$127/hr	$232,456

Confidential

If you have any questions or concerns regarding the proposal please contact:

ABG Inspections, Inc.
Principle In-Charge
Jerett Hayes
Jerett@abginspection.com
(909)725-9574

X Jerett Hayes

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 PROJECT #3, 4 and 6

DSA Inspection Services for LUCHA & Cassell Play Structures, McCollam Play Structures & Russo Outdoor Classroom Projects

Q: There appears to be a total of (4) projects (2) of which are under project #3 (Cassell & LUCHA), project #4 - McCollam, and (1) project #6 - Russo Outdoor Classroom. However, in the Dropbox file provided the DSA drawings for the McCollam & Russo Outdoor Classroom projects were not provided. Will these be provided so we can assess the scope of these projects?

A: The drawings for McCollam play structures are incorporating the shade structures and won't be available until after the proposal is due. The drawings are provided for the shade structures at McCollam and LUCHA & Cassell that can be a guide for pricing purposes. The outdoor classroom is currently in design. The tentative schedule is attached for pricing purposes.

Q: Is the Districts intent to have (1) IOR for all four projects or multiple inspectors? If so, will projects be going concurrently or right after the other to bridge the project duration provided in the RFP from 11/23 - 8/24?

A: The districts intent is to award the projects to the lowest qualified consultant for each project. We may have one firm or 2 at the most. Projects will start with the outdoor classroom at Russo and most likely followed by the McCollam play structures and then LUCHA and Cassell. Since the same contractor is installing the play structures at all 3 schools, there shouldn't be any overlap for the play structures. However, there may be overlap with any ADA and FLS work that will be required by DSA.

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

Company Name: ABG Inspections, Inc.

Signature: Principle In-Charge/ Judith Hayes

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

Board of Trustees: Date: November 9, 2023

To the Superintendent of Schools

Subject: **Notice of DSA Inspection Services from Furman Inspections, Inc. for the Play Structures at LUCHA Elementary School & Sylvia Cassell Elementary School Project #3**

Staff Analysis: District staff and Program Manager, Cumming Group, requested proposals from the pre-approved DSA Inspector pool and Furman Inspections, Inc. proposal is the most competitive and comprehensive for the project scope. Fee for DSA Inspection Services required for the Play Structures project at LUCHA Elementary School & Sylvia Cassell Elementary School. Fee to include the complete project duration beginning 11/10/2023 thru 09/01/24 as necessary for DSA required inspections and signoff.

Firm	Amount
Furman Inspections, Inc.	$33,125
ABG Inspections, Inc	$33,812

Recommendation: Staff recommends the Board of Trustees approve the proposal provided by Furman Inspections, Inc. for the lump sum contract amount of $33,125.

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

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

To the Board of Trustees: Meeting: November 9, 023
Regular Board Meeting

Recommended Approval

Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

FURMAN
CONSTRUCTION INSPECTION INC

October 25, 2023

Mr. Marc Freitas
Bonds Director
Alum Rock Union Elementary SD
2800 Ocala Ave.
San Jose, CA 95148

Re: DSA Inspector of Record Services for the Lucha and Cassell Play Structures, ARUESD Project No. 03

Dear Mr. Freitas,

Thank you for the opportunity to provide the following proposal for the referenced project.

Based on the drawings, schedule and Addendum 1 provided at the time of this document submission, FCI will provide all required Division of the State Architect Project Inspection for a cost of $33,125.00.

This total equates as follows (for each site):
25 hours for play structure installation.
40 hours for site work.
45 hours for shade canopy installation.
15 hours for lab scheduling, DSA report filing and DSA Site visits.
6% Project Management and overhead.
125 (each site) total hours anticipated at $125/ hr.

The proposed inspector for the referenced projects will be Mehran Saidi, DSA Class 1 IOR # 5665

Overtime, Holiday and/ or weekend work will be billed at 1.5x the previously listed rate and added to the original inspection cost proposal.

Included in the above rate are all necessary equipment and supplies to perform inspections and maintain job records. This proposal does not include a hard copy of the project drawings. The District or CM provides a half size set of drawings to the IOR.

FCI will not charge any travel time for local inspections. If necessary, FCI and the district will negotiate any out of town inspection services.

FCI will maintain all district required insurances.

Please feel free to contact me if you have any questions regarding this proposal. Again, I appreciate the opportunity and look forward to hearing from you.

Sincerely,

Jerry M. Furman

Jerry M. Furman
President
Furman Construction Inspection Inc.
Jfurman@fcinspection.com
408-234-8153

October 25, 2023

Alum Rock Union School District
Attn: Mr. Marc Freitas - Bonds Director
Marc.freitas@arusd.org
Attn: Ms. Deborah Slivkoff - Program Manager
dslivkoff@cumming-group.com
2930 Gay Avenue
San Jose, CA 95127

ABG INSPECTIONS, INC.

Alum Rock Union School District:

On behalf of ABG Inspections, Inc., we are honored to forward this submittal to your office in response and receipt of request for proposal for project inspection construction services for the Project No. 03 DSA Inspection Services for Play Structures at LUCHA & Cassell Projects.

Proposal for project inspection construction services is based off construction management provided project scope and schedule. Proposal encompasses tentative schedule and requirement of (1) DSA Class 1 or Class 2 project inspector (PI) for the duration of the projects.

Project Notes: Proposal is based on an estimated 79 calendar day project work schedule at (4) hours a day provided by the construction management team. ABG Inspections, Inc. has no control over contractor work schedule, delays, unforeseen conditions, required overtime, or additional requirements by DSA. Estimates can be more or less based on field conditions, project needs, and any other additional DSA requirements. All hours are based on regular work hour shifts excluding overtime/holidays. All site visits are based on a 4 hour minimum, time over 4 hours will automatically be 8 hours. Scheduled inspections cancelled without prior notice will incur a 2 hour show up minimum.

- Zoom meetings are (2) hour minimum.
- Other reimbursable expenses (items considered reimbursable) including but not limited to blueprints, copying costs, films, parking permits passes, and any other fees advanced or out of pocket expenses paid on behalf of the client is subject to a 5% surcharge.
- Project inspector services exceeding (8) hours in a day Mondays - Fridays (Holidays Excluded) will be billed at 1 1/2 times the regular rate of pay for all hours worked in excess of eight hours up to twelve hours in any workday.
- Project inspector services provided on Saturdays will be billed at 1 1/2 times the regular rate of pay for all hours worked in excess of eight hours up to and including 12 hours in any workday.
- Project inspector services provided on Sundays will be billed at 2 times the regular rate of pay for all hours worked in excess of eight hours up to and including 12 hours in any workday.

Proposed Approach and Scope of Work:

Based on the Alum Rock Union Elementary School District's outline of services in their RFP provided, it is ABG Inspections, Inc. intentions to provide the highest degree of quality assurance possible. Starting with adhering to all applicable requirements of the California Administration Code Title 24, Part 1 section 4-342. While also ensuring all elements of the explicit requirements for the DSA 103 Testing and Inspection program provided by the design team is followed. Not only will we assist the district with any and all services they require assistance with to help facilitate a successful project. We will proactively manage and oversee the Laboratory of Record and all speciality inspectors to ensure all phases of work is conducted in an orderly timely manner. Moreover, we will proactively manage the DSA Box ensuring all parties (AOR/SEOR, District, Contractors) upload all applicable interim/final verified reports at the specified times. Being proactive in this area is of utmost importance to ABG Inspections, Inc. In turn, this significantly increases the probability of completing the project on time and within budget, while also greatly minimizing the probability of delaying project certification by DSA. Coupled with healthy helpful lines of communication between the IOR, district, AOR, SEOR, and the contractor this is a recipe for success that we hope ABG Inspections, Inc. can be a part of providing upgraded facilities to their students and faculty.

Price Proposal:

Base Rate Service:	Overtime Fee Hourly Rates:	Holiday/Double Time Hourly Rate:
Regular rates: 2023 DSA Class 1 IOR: $127 DSA Class 2 IOR: $117 DSA Class 3 IOR: $107	Overtime rates: 2023 DSA Class 1 IOR: $190.50 DSA Class 2 IOR: $175.50 DSA Class 3 IOR: $160.50	Holiday/Double Time: 2023 DSA Class 1 IOR: $254 DSA Class 2 IOR: $234 DSA Class 3 IOR: $214
Regular rates: 2024 DSA Class 1 IOR: $127 DSA Class 2 IOR: $117 DSA Class 3 IOR: $107	Overtime rates: 2024 DSA Class 1 IOR: $190.50 DSA Class 2 IOR: $175.50 DSA Class 3 IOR: $160.50	Holiday/Double Time: 2024 DSA Class 1 IOR: $254 DSA Class 2 IOR: $234 DSA Class 3 IOR: $214
Project Inspector Services: **2024: Tentative start date Feb/March 2024 - August 2024 = Tentative approximate 79 working days.**		

Description of Services	Estimated Hours	Rate	Estimated Total
LUCHA & Cassell Project #3: IOR Services Class 3(PI) – 79 working days @ 4hrs./day	316 hrs.	$107/hr	$33,812

Confidential

If you have any questions or concerns regarding the proposal please contact:

ABG Inspections, Inc.
Principle In-Charge
Jerett Hayes
Jerett@abginspection.com
(909)725-9574

X _____

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 PROJECT #3, 4 and 6

DSA Inspection Services for LUCHA & Cassell Play Structures, McCollam Play Structures & Russo Outdoor Classroom Projects

Q: There appears to be a total of (4) projects (2) of which are under project #3 (Cassell & LUCHA), project #4 - McCollam, and (1) project #6 - Russo Outdoor Classroom. However, in the Dropbox file provided the DSA drawings for the McCollam & Russo Outdoor Classroom projects were not provided. Will these be provided so we can assess the scope of these projects?

A: The drawings for McCollam play structures are incorporating the shade structures and won't be available until after the proposal is due. The drawings are provided for the shade structures at McCollam and LUCHA & Cassell that can be a guide for pricing purposes. The outdoor classroom is currently in design. The tentative schedule is attached for pricing purposes.

Q: Is the Districts intent to have (1) IOR for all four projects or multiple inspectors? If so, will projects be going concurrently or right after the other to bridge the project duration provided in the RFP from 11/23 - 8/24?

A: The districts intent is to award the projects to the lowest qualified consultant for each project. We may have one firm or 2 at the most. Projects will start with the outdoor classroom at Russo and most likely followed by the McCollam play structures and then LUCHA and Cassell. Since the same contractor is installing the play structures at all 3 schools, there shouldn't be any overlap for the play structures. However, there may be overlap with any ADA and FLS work that will be required by DSA.

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

Company Name: ABG Inspections, Inc.

Signature: Principle In-Charge/ Justin Hayes

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

11.06

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/November 9, 2023.**

Staff Analysis:

This item includes recommendations such as new hires, leaves of absence, or other changes in employee status.

Recommendation:

District administration is recommending that the Board of Trustees approve the hiring of any new employee, and any change of status for existing employees.

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

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

11.06

Agenda Placement

Meeting : November 9, 2023 Regular Board Meeting

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled : _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT-
HUMAN RESOURCES DEPARTMENT
MEETING OF THE BOARD OF TRUSTEES
November 9, 2023

CERTIFICATED OFFER OF EMPLOYMENT:

I. New Hires:

1.	Mehner, Scott	Math/Renaissance Academy II	10/25/2023

II. New Hire-Substitute Teacher:

1.	Cerna Anaya, Estafani	10/04/2023
2.	Fiorentino, Kelly	09/26/2023
3.	Gonzales, Vanessa	09/21/2023
4.	Gordon, Aurora	10/19/2023
5.	Luis, Vanesa	09/18/2023
6.	McKee, McKenna	10/12/2023
7.	Renteria, Helen	10/19/2023
8.	Valdez, Alexandra	09/28/2023

III. Substitute Residential Teacher Contracts:

1.	Fenstermaker, Andrew	11/01/2023-12/21/2023
2.	Morquecho, Leticia	11/01/2023-12/21/2023
3.	Perez, Irving	11/01/2023-12/21/2023
4.	Tapia, Marisol	11/01/2023-11/30/2023

IV. Employee Contract:

1.	Chen, Cindy	Teacher Mentor/Academic Services Dept.	10/10/2023-06/08/2024
2.	Correa, Laura	Teacher Mentor/Academic Services Dept.	10/10/2023-06/08/2024
3.	Cortes, Gloria	Teacher Mentor/Academic Services Dept.	10/10/2023-06/08/2024
4.	Cruz, Alice	Teacher Mentor/Academic Services Dept.	10/10/2023-06/08/2024
5.	Cruz, Clara	Teacher Mentor/Academic Services Dept.	10/10/2023-06/08/2024
6.	Folden, Ora	Instructor: Jazz Program/V.A.P.A. Program	11/10/2023-06/30/2024
7.	Fuentes, Laura	Teacher Mentor/Academic Services Dept.	10/10/2023-06/08/2024
8.	Garber, Barbara	Teacher Mentor/Academic Services Dept.	10/10/2023-06/08/2024
9.	Gilbert, Michelle	Teacher Mentor/Academic Services Dept.	10/10/2023-06/08/2024
10.	Graciano, Ingrid	Teacher Mentor/Academic Services Dept.	10/10/2023-06/08/2024
11.	Hinsch, Laura	Teacher Mentor/Academic Services Dept.	10/10/2023-06/08/2024
12.	Joyce, Kelly	Teacher Mentor/Academic Services Dept.	10/10/2023-06/08/2024
13.	Lara-Fernandez, Rosa	Teacher Mentor/Academic Services Dept.	10/10/2023-06/08/2024
14.	Lozano, Francisco	Teacher Mentor/Academic Services Dept.	10/10/2023-06/08/2024
15.	Lozano, Lorena	Teacher Mentor/Academic Services Dept.	10/10/2023-06/08/2024
16.	Macasaet, Roma	Teacher Mentor/Academic Services Dept.	10/10/2023-06/08/2024
17.	Martinez, Maria D.	Teacher Mentor/Academic Services Dept.	10/10/2023-06/08/2024
18.	Morton, Andrea	Teacher Mentor/Academic Services Dept.	10/10/2023-06/08/2024
19.	Natividad, Maria	Teacher Mentor/Academic Services Dept.	10/10/2023-06/08/2024
20.	Ordaz, Shaylyn	Teacher Mentor/Academic Services Dept.	10/10/2023-06/08/2024
21.	Posner, Charles	Teacher Mentor/Academic Services Dept.	10/10/2023-06/08/2024
22.	Postrado, Mary Giselle	Teacher Mentor/Academic Services Dept.	10/10/2023-06/08/2024

23. Sarmiento, Kaithlynn	Teacher Mentor/Academic Services Dept.	10/10/2023-06/08/2024
24. Sy, Fatima	Teacher Mentor/Academic Services Dept.	10/10/2023-06/08/2024
25. Zmucki, Thomas	Teacher Mentor/Academic Services Dept.	10/10/2023-06/08/2024
26. Schierling, Judith Annette	Teacher Mentor/Academic Services Dept.	11/10/2023-06/08/2024

V. Short Term After-School Sports Services Agreement 2022/2023 School Year:

1. Lopez, Danielle	Ocala Steam Academy	01/24/2024-03/28/2024
2. Smith, DeLores	Adelante Academy I	10/13/2023-12/21/2023

VI. Short-Term Student Counselor Services Agreement:

1. Le, Trang	09/14/2023-11/30/2023
2. Lindsey, Lynn	10/14/2023-06/30/2024
3. McKenzie, Melissa	11/10/2023-06/30/2024

CERTIFICATED CHANGES OF STATUS:

CLASSIFIED PERSONNEL – November 9, 2023

CLASSIFIED OFFERS OF EMPLOYMENT:

I. New Employee:

1.	Aguilera Maciel, Ana Luisa	District Operator/Receptionist/Human Resources	10/27/2023
2.	Bunag Jr., Romeo Mondez	Bus Driver/Transportation	10/30/2023
3.	Cabrera Hurtado, Maria	Autism Intervention Assistant/Special Education	10/09/2023
4.	Concepcion, Jeremiah P	Bus Driver/Transportation	10/25/2023
5.	Contreras, Stephanie	Paraeducator 9.5/Chavez	10/18/2023
6.	Cronin Jr., James Albert	IT Help Desk Support/ITSS	10/24/2023
7.	Gopinath, Monika	Paraeducator Special Education II/McCollam	10/09/2023
8.	Kalkunte, Trisha Gorur	Paraeducator Special Education I/Cureton	10/09/2023
9.	Martinez, Nataly	Paraeducator 9.5mo & Campus Paraeducator/ McCollam	10/18/2023
10.	Singh, Deepti	Paraeducator Special Education I/San Antonio	10/11/2023
11.	St. Pierre, Alyssa	Campus Paraeducator/McCollam	10/30/2023
12.	Walker, Brialle A	Paraeducator Special Education I/Renaissance I	10/10/2023
13.	Vazquez, Lorena G	Campus Paraeducator/Adelante I	10/18/2023

II. Change of Status:

1.	Aguayo, Laura Camarena	Paraeducator 9.5 & Campus Paraeducator/ Aptitud	10/06/2023
2.	Cerna, Hortencia M	Child Nutrition Assistant/Sheppard	10/25/2023
3.	Cruz, Lionicia J	Child Nutrition Assistant/Renaissance I	10/25/2023
4.	Tripodi, Brenda	Paraeducator Special Education II & Campus Paraeducator/Linda Vista	10/11/2023

III. Change of Status:

1.	Gonzalez-Delgado, Alfredo	Night Custodian I-Elementary/Meyer	01/01/2024

IV. Substitute Personnel:

1.	Canales, Oneyda	Sub Paraeducator	09/27/2023
2.	Ceja Castaneda, Mayra	Sub Child Nutrition	09/25/2023
3.	Ceja Castaneda, Norma	Sub Custodian	09/07/2023
4.	Gavisiddaiah, Sunitha	Sub Paraeducator	09/27/2023
5.	Lopez Acosta, Veronica	Sub Clerical	09/21/2023
6.	Martinez, Andrea	Sub Child Nutrition	09/25/2023
7.	Mora Cruz, Luisa	Sub Paraeducator	10/04/2023

11.07

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

2930 Gay Avenue
San Jose, CA 95127

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Board of Trustees:

Subject : **ACCEPTANCE OF MEMORANDUM(S) OF UNDERSTANDING**

Staff Analysis:
The District has received the following Memorandum(s) of Understanding as summarized on the sheet(s) dated November 09, 2023.

Recommendation:
Staff recommends acceptance of these memorandum(s) of understanding. MOU details are on file in the Purchasing Office.

Prepared by: Minh Tang M.T. Title: Procurement Manager

Approved by: Kolvira Chheng KC YD Title: Assistant Superintendent of Business Services

To the Board of Trustees:
Recommend Approval

11.07

Agenda Placement

Meeting: November 09, 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
George Middle Jackie Montejano	10/17/23- 06/30/24	Santa Clara County Office of Education (SCCOE)	$13,200.00 NTE	Specialized Academic Instruction (SAI) staff (six teachers) will develop skills for co teaching and best inclusive practices for our inclusion model via on site professional development, and monthly cycle of collaborative coaching by our inclusion experts. Funding: Restricted
McCollam Elementary Pablo Fiene	09/14/23- 06/30/24	Santa Clara County Office of Education (SCCOE)	$14,500.00 NTE	SCCOE will provide Year 2, PBIS Tier 1 Cohort Team Training and supplementary professional learning. Instructional consultation, coaching and assistance for McCollam staff. Improve access to inclusive, equitable, high-quality education for approximately 400 students. Funding: Restricted
Academic Services Dr. Tara Bickford	11/10/23- 06/30/25	SJSU - MESA College Prep Program	$56,812.75 (for 2 years)	Multi-year Service Contract: The MESA Program will lead approximately 280 students through Math and Engineering challenges and competitions. The MESA Advisor is responsible for supervising students during MESA meetings, planning and approving MESA activities at the school sites. Funding: General

MEMORANDUM(S) OF UNDERSTANDING

Human Resources Cesar Torrico	01/01/23- 06/30/28	San Jose State University	No Cost	Multi-year Service Contract: Student teaching agreement to provide teaching experience through practice teaching to students enrolled in teacher training curricula of the State University. Funding: N/A
State and Federal Sandra Garcia	11/17/23- 06/30/24	Santa Clara County Office of Education	$880.00	The Parent Engagement Program will provide technical assistance to support ARUSD in developing and enhancing the role of the Community Liaison in the context of Community Schools. Technical Assistance includes the development of a Community Liaison Handbook. Funding: Restricted

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

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

George M.S. (School/Dept) and the Alum Rock Union Elementary School District (ARUESD), whose address is 2990 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 (SCCOE)

Address: 1290 Ridder Park Drive City: San Jose State: CA Zip: 95131

Phone: (408) 453-6554 Email: _____

SSN: _____ Fed I.D. #: _____

CONTRACT TERM: start dates 10/17/23 end date 6/30/2024

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

Specialized Academic Instruction (SAI) staff (six teachers) will develop skills for co teaching and best inclusive practices for our inclusion model via on site professional development, and monthly cycle of collaborative coaching by our county inclusion experts.

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 $13,200 of services.

____ b. **Other:** $_____

Describe other related costs: _____

BUDGET CODE: 060-3010-0-5815-00-1110-1000-000000-250-1190 _____ Accountant Initials

PD/Coaching to build systematic inclusion _____ Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: 10/9/2023

Director of Fiscal Services: _____ Date: _____

Asst. Supt., of Business Services: _____ Date: _____

Superintendent: _____ Date: _____

DocuSign Envelope ID: BD54D669-5838-4B5C-B9C4-8A5B29175659

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:

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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 10/1/2023 and ends on 6/30/2024.

5. Articulation of Monies/Compensation

5.1. Alum Rock Union School District will pay up to $13,200. (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	1. 10/17/23 - Full Day Co-Teaching PD (6th and 7th grade) ($4,500) 2. Date TBD - Full Day Co-Teaching PD ($4,500) 3. 12 hours for monthly observations, coaching, and technical assistance. ($4,200)
Topics:	Co-Teaching
Total Cost:	$13,200.00

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,

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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

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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: Deborah Gorgulho — Signature of Authorized SCCOE Official

Name: Deborah Gorgulho

Title: Assistant Superintendent, Educational Progress Divsion

Date: 10/9/2023 | 10:25 AM 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: Dr. Hilaria Bauer

Title: Superintendent

Date: _____

Address: 2930 Gay Avenue
San Jose, CA 95127

Phone: _____

Email: _____

For Contracts Office/Risk Management use only:

RM#: _____

Date: _____

Signature: _____

DocuSign Envelope ID: BD54D669-5838-4B5C-B9C4-8A5B29175659

INCLUSION COLLABORATIVE

Date: 9/27/23

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 (Co-Teaching) @ Joseph George Middle School

Date of Service	Service	Service Topic:	Qty.	Rate	Total
10/17/23	PD Training - Full Day	Co-Teaching PD (6th and 7th grade)	1	$4500	$4,500
01/05/24	PD Training-Full Day	Date TBD Co-Teaching PD	1	$4500	$4,500
11/01/23	Coaching & TA	Bank of Hours for monthly Obs., Coaching	12	$350	$4,200
		and Tech. Assistance		$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:**	$13,200

Created by: Sandya Lopez **Date:** 09/27/23

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: **BUSINESS OFFICE** Contract No.: _____ Vendor No.: 010547

McCollam Elementary (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 of Education

Address: 1290 Ridder Park Drive, MC 237 City: San Jose State: CA Zip: 95131

Phone: (408) 453-6523 Email: amunshi@sccoe.org

SSN: _____ Fed I.D. #: 77-027-2168

CONTRACT TERM: start dates 09/14/2023 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 Year 2, PBIS Tier 1 Cohort Team Training and supplementary professional learning. Instructional consultation, coaching and assistance for McCollam staff. Improve access to inclusive, equitable, high-quality education for approx. 400 students.

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

X a. **Fee Rate:** $ 250 per staff trainee (30) Not to Exceed $14,500 of services.

____ b. **Other:** $_____

Describe other related costs: _____

BUDGET CODE: 060-3010-0-5815-00-1110-1000-000000-040-1190 _____
Accountant Initials

_____ _____
Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: Pablo Diaz Date: 10/10/23

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 2023-24 PBIS Cohort Team Trainings and supplementary professional learning and technical assistance events and activities. Activities related to training as well as terms and conditions for this collaboration are described below.

School(s)	Training	Cost
• McCollam Elementary School	• PBIS Year 2 o Tier 1 and Tier 2 Readiness o TIPS o Behavioral data tracking forms and processes o Tier 2 Readiness and Tier 2 PBIS Assessments	$4,750 (1) = $4,750.00
• McCollam Elementary School	• Customized Support o Teacher Coaching o All Staff Support	$250 (39 hours) = $9,750.00
	TOTAL	$14,500.00

2. Goals

☒ Improve access to inclusive, equitable, high-quality education.
☒ Provide quality support to districts, schools, students, and communities.
☒ Be a premier service organization.

Positive Behavioral Interventions and Supports (PBIS) is defined as a systems approach for establishing the

social culture and individual behavior supports needed for schools to achieve both social and academic success for all students while preventing problem behaviors. The SCCOE will work in partnership with the Agency to develop and support the PBIS framework to improve access to inclusive, equitable and high-quality education for all students. The SCCOE agrees to provide quality support to the Agency in service of the district, schools, students, and communities it serves.

3. Responsibilities

3.1. The Agency Responsibilities:

- The Agency will work collaboratively with the SCCOE to provide PBIS Tier 1 trainings and PBIS coaching support to the District PBIS Coach/Coordinator and school sites participating in PBIS trainings and implementation.
- The Agency and school sites participating in Tier 1 SW-PBIS trainings will complete and commit to the SCCOE PBIS District and School Site Commitment forms.
    - **The Agency and school sites participating in Year 2 trainings will:**
        - School sites will pilot implementation of program Core Values, expectation teaching matrices, behavioral lesson plans, acknowledgement systems.
        - School teams will develop or revise behavioral data tracking forms and processes, flowchart processes for error correction (ie. Staff vs administrator managed behaviors), common definitions for behavioral categories and pre-corrective strategies for use in classroom and instructional settings.
        - Attend the Team Initiated Problem Solving (TIPS) training. Teams will learn how to effectively organize and facilitate team meetings using TIPS as a common practice for implementing databased decision-making.
        - Implement the TIPS process and evaluate the team meeting process in the school to run effective, efficient data-driven meetings through self-assessments and observation tools.
        - District PBIS Coach/Coordinator/Designee will work with SCCOE on evaluating school sites to assess readiness of school teams for Tier 2 Trainings using the Tiered Fidelity Inventory (TFI) and Self-Assessment Survey (SAS).
        - School sites will plan to enhance or create a tier 2/3 intervention team to coordinate interventions for targeted and supplemental social behavioral supports.
        - Sustained implementation of Tier 1 interventions will continue to be assessed through assessments (TFI and SAS). These scores will provide information regarding specific and differentiated training needs, fidelity of implementation and development of annual action plans. A TFI scale score of 70% at Tier 1 is required for school site intervention teams to move forward with Tier 2/CICO training. School sites that are unable to assess, or score below the benchmark of 70% will be provided with additional Tier 1 team training and move to training for intervention teams at Tier 2/CICO the following school year.
        - Teams who score below the 70% benchmark on their TFI will be on an adjusted scope and sequence wherein teams will begin the year in Tier 1 and transition mid-year to Tier 2 training and support.

    - **The Agency and school sites participating in Customized Coaching and/or Consultation will:**
        - Engage in agreed upon hours of Coaching and/or Consultation with the PBIS Technical

Assistance Center staff. Coaching will be focused on specific school site and district needs and will support the implementation to fidelity of the PBIS Framework.

The Agency will grant permission to SCCOE to have access to data stored in the district's account on the PBIS Evaluation website (www.pbisapps.org). Access and reports will be provided to SCCOE on a district level and school level. Access encompasses all information stored in the SWIS and PBIS surveys found at www.pbisapps.org at the school and district level. **No individual student data will be accessed**. Access will be password-protected and confidential

3.2. The SCCOE Responsibilities:

- **Year 2 Trainings** – (1 school sites)
    - Tier 1 – Team Initiated Problem Solving (TIPS) and Tier 2 Readiness
        - TIPS Meeting Foundations
        - PBIS Classroom Systems
        - TIPS Data Drill Down and Problem Solving
        - Behavioral data tracking forms and processes
        - Flowchart processes for error correction (i.e., Staff vs administrator managed behaviors)
        - Common definitions for behavioral categories
        - Proactive, Restorative and Instructional strategies Tier 2 Readiness and Tier 2 PBIS assessments
        - Participation in additional coaching session with PBIS TAC outside of training during monthly team meetings or during an alternative mutually agreed upon time
    - Tier 2 – Secondary PBIS Team Training
        - Check In Check Out (CICO) Foundations
        - CICO Implementation and handbook, Tier 2 data systems
- **PBIS Coaches Training** is held three times per year during 90-minute virtual sessions, to include:
    - Introduction to Coaching: Roles & Responsibilities
    - PBIS Assessments and Tiered Fidelity Inventory Training
    - Setting up school teams for initial and ongoing implementation
- **District Leadership Team Meetings** will be held at least twice a year, via zoom or other virtual platform, and assists district leadership in further contextualizing site and district implementation to match local needs and priorities.
- **Access to PBIS Evaluations** will be provided to the district. SCCOE will be granted access to data stored in this district's account on the PBIS Evaluation website (www.pbisapps.org) by the district in

order to access reports on a district level and school level. Access encompasses all information stored in SWIS and PBIS surveys found at www.pbisapps.org at the school and district level. No individual student data will be accessed. Access will be password-protected and confidential.

- **Technical Assistance** providing coaching and building district capacity in order to sustain PBIS implementation and efforts.
    - Provide timely technical assistance and coaching supports.

4. Duration of Agreement

This Agreement begins on _09/14/2023_ and ends on _06/30/2024_

5. Articulation of Monies/Compensation

- NAME School District shall pay SCCOE PBIS TAC for each of the above items, **total not to exceed $14,500.00** by due date.
- NAME School District shall make payment within 30 days of receiving each invoice.
- The SCCOE will invoice for all services provided as outlined and agreed upon within the MOU regardless of district and school site personnel attendance.

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 or prior to the scheduling and commitment of schools to training, workshop and coaching services as agreed upon in this MOU. The COE will invoice for all services provided as outlined within the MOU regardless of district and school site personnel attendance. MOU can also be terminated with 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.

Santa Clara County Office of Education

SCCOE:

By: _____
Signature of Authorized SCCOE Official

Name: Jessica Bonduris, Ed. D.

Title: Associate Superintendent, PLEP

Date: _____

Address: 1290 Ridder Park Drive, MC237
San Jose, CA 95131

Phone: 408-453-6500

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.: 12561

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: SJSU MESA College Prep Program

Address: One Washington Square,DH 241 City: San Jose State: CA Zip: 95129

Phone: (408) 924-5034 Email: Deborah Maloney@sjsu.edu

SSN: _____ Fed I.D. #: _____

CONTRACT TERM: start dates November 10,2023 end date June 30,2025

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

The MESA Program will lead approximately 280 students through Math and Engineering challenges and competitions. The MESA Advisor is responsible for supervising students during MESA meetings, planning and approving MESA activities at the school sites.

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

____ a. **Fee Rate:** $_____ per _____ Not to Exceed _____ of services.

__X__ b. **Other:** $ Year 1: $27,713.54 Year 2: $29,099.21

Describe other related costs: _____

BUDGET CODE: 01000000581500111010000000003055050 _____
Accountant Initials

_____ _____
Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: Tara Bell Date: 10/20/23

Director of Fiscal Services: _____ Date: _____

Asst. Supt., of Business Services: _____ Date: _____

Superintendent: _____ Date: _____

Doc ID: 3fd4c090493d9755d4dc6dd183339b9725a3d3bd

DISTRICT /SCHOOL SITE AGREEMENT & IMPLEMENTATION PLAN

This AGREEMENT made and entered within Santa Clara County, State of California, by and between the **SJSU Research Foundation on behalf of San José State University MESA College Prep Program**, hereinafter called CONTRACTOR, and **Alum Rock Union Elementary School District**, hereinafter called DISTRICT.

DISTRICT AND CONTRACTOR MEMORANDUM OF UNDERSTANDING

Under this agreement the DISTRICT, including all entities that report to the District and CONTRACTOR agrees to the following:

The DISTRICT Agrees to the following:

1. The **2023-2025 AY** budget contribution for the CONTRACTOR, MESA College Prep Program, from the DISTRICT, Alum Rock Union Elementary School District will be **$56,812.75** with a 5% annual increase. This cost is a proportionate amount for the Contractor, the MESA College Prep Program, to provide the implementation of MESA College Prep Program Services at the following school sites under the DISTRICT:
    1. Adelante Dual Language Academy
    2. Joseph George Middle School
    3. Sheppard Middle School
    4. Renaissance Academy
    5. Renaissance @ Mathson
    6. Ocala Middle School
2. Each MESA school site listed under **Item 1** will support and implement MESA model, which includes:
    - Contribute the cost of a stipend to a MESA Teacher/Advisor for program implementation.
    - Be responsible for providing all student transportation in connection with this program, including without limitation making sure such transportation is appropriate, sufficient, properly vetted and insured, and being responsible for students during any such transportation.
    - Provide adequate physical space for the MESA meetings, and other related student activities before/after school.
    - Each MESA school will maintain a minimum program enrollment of 25 students per grade level, and strive to reach an optimum enrollment of 30 or more students per grade level or a combined minimum total of 80 students per school site by following the guidelines of serving educationally disadvantaged students within each school site.
    - Each MESA School Advisor will meet with MESA staff on a monthly basis to discuss program progress, implementation results, budgets, program needs, enrollment and other relevant data, annual and other reports, future plans, and support MESA program activities relative to student hands-on learning in science, technology, engineering and math (STEM).
    - Provide access to students, student data, and student academic records, including transcripts and test scores.
3. Payment for the first academic year (year 2023-2024) will be made by District/School to Contractor 60 days after the date of the fully executed contract. Payment for the second academic year (year 2024-2025) will be made by District/School to Contractor 60 days before the District/School's second academic year begins.

The CONTRACTOR agrees to the following:

1. Provide program services, staffing, materials and additional cost associated for the coordination and implementation of MESA administrative and program activities in accordance with the University of California MESA College Prep Program Plan outside of the funding provided by the District.
2. Provide the DISTRICT with annual budget and program reports, which describe in detail program activities and statistics.
3. Recruit students for the MESA program that meet the MESA student profile of first-generation, college-bound and educationally disadvantaged students and to the extent possible by law, emphasis on the participation from groups with low rates of eligibility into four-year universities.
4. Provide program services including the following:
    - Science, Technology, Engineering and Math (STEM) Hands-on Workshops
    - MESA Day Preliminary Competitions at SJSU
    - MESA Day Regional Competitions
    - Career & College Explorations

Doc ID: 3fd4c090493d9755d4dc6dd183339b9725a3d3bd

- Student Leadership
- Teacher Math/ Science Training
- MESA Academic Plan
- Industry Connections
- Parent Engagement Activities

Both DISTRICT and CONTRACTOR agree to the following:

California law shall control this agreement, and any document to which it is appended, without regard to conflict of law rules. The parties undertake to resolve amicably any disputes arising from the development or interpretation of this agreement. In the event that a friendly solution to a dispute is not possible, jurisdiction and venue for such disputes shall reside exclusively in the County of Santa Clara, California. This is the entire agreement regarding its subject matter. It supersedes all preexisting agreements on the matter. Modifications can be made only by mutual written agreement of the parties. The failure by either party to exercise any rights or enforce any terms under this agreement shall not be construed as a waiver of this term or any other right or term. In the event any terms are found to be invalid, all other provisions of the agreement shall continue in full force and effect. This agreement and any amendment to it may be executed in counterparts, which counterparts together shall constitute one and the same agreement.

WITNESSETH

Whereas, the Statewide Mathematics, Engineering, Science Achievement (MESA) Program, housed at the University of California Office of the President in Oakland, has developed a model for helping educationally disadvantaged students successfully complete a college-preparatory, math-based plan of study in order to be competitively eligible for admittance into selective four-year institutions and major in math-based majors liked engineering, and WHEREAS, this model is administered through the CONTRACTOR. Whereas CONTRACTOR AND DISTRICT, in consideration of the mutual covenants, conditions, and terms hereinafter set forth, agrees as follows:

This agreement is subject to available funding:
Total DISTRICT/SCHOOL **monetary** contribution for this agreement shall not exceed **$56,812.75** for the period of **July 2023 – June 2025**.

Year One: 2023-2024	Year Two: 2024-2025	Total
$26,393.85 x 5% = $1,319.69 $26,393.85 + $1,319.69 = $27,713.54	27,713.54 x 5% = $1,385.67 $27,713.54 + $ 1,385.67 = $29,099.21	$27,713.54 + $29,099.21 = **$56,812.75**

This school district/site agreement and implementation plan certifies that the following services or expenditures will be contributed to the MESA Schools Program during the **2023 – 2025 Years**.

In witness WHEREOF, this Agreement has been executed, in duplicate, by and on behalf of the parties hereto; the day of the year first written above.

SAN JOSÉ STATE UNIVERSITY RESEARCH FOUNDATION
On Behalf of the MESA Schools Program
CONTRACTOR

By: Deborah Maloney
Signature
Deborah Maloney, Sponsored Programs Director

Date: 10 / 20 / 2023

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

DISTRICT

By: _____
Signature

Hilaria Bauer, Superintendent

Date: _____

Doc ID: 3fd4c090493d9755d4dc6dd183339b9725a3d3bd

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: **BUSINESS OFFICE** Contract No.: _____ Vendor No.: 010553

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

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

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

Note: All Contracts over $5,000 require pre-approval.

* *Use Independent Contractor Agreement (PUR-116) for unincorporated individuals or in the absent of negotiated agreement.*

Name of Individual/Company: San Jose State University

Address: One Washington Square City: San Jose State: CA Zip: 95192

Phone: (408) 924-3719 Email: maria.munoz@sjsu.edu

SSN: _____ Fed I.D. #: 77-0414438

CONTRACT TERM: start dates January 1, 2023 end date June 30, 2028

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

Student Teaching Agreement - To provide teaching experience through practice teaching to students enrolled in teacher training curricula of the State University

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

____ a. **Fee Rate:** $_____ per _____ Not to Exceed _____ of services.

X b. **Other:** $Zero cost to ARUSD; the State shall pay ARUSD at the rate of $26.68 per quarter unit & $40.00 per semester unit

Describe other related costs: _____

BUDGET CODE: 010-0000-0-5815-00-0000-7200-000000-600-7221 10/18/23
Accountant Initials

_____ _____
Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: 10-17-23

Director of Fiscal Services: _____ Date: 10/18/23

Asst. Supt., of Business Services: _____ Date: 10/18/23

Superintendent: _____ Date: _____

STUDENT TEACHING AGREEMENT

THIS AGREEMENT entered into by and between the State of California through the Trustees of The California State University on behalf of the State University, noted below, all of which are hereinafter called State or State University, and the Center, noted below, hereinafter called the Center:

WITNESSETH

WHEREAS, The Center is authorized to enter into agreements with the State, to provide teaching experience through practice teaching to students enrolled in teacher training curricula of the State University; and to provide speech and language pathology experience through practice speech and language pathology to students enrolled in speech and language pathology training curricula of the State University; and

WHEREAS, any such agreement may provide for the payment for the services rendered by the Center of an amount not to exceed the actual costs to the Center of the services rendered; and

WHEREAS, it has been determined between the parties hereto that the payments to be made to the Center under this agreement do not exceed the actual cost to the center of the services rendered by the Center, and

WHEREAS, the honorarium or payment provided herein is intended to be transmitted promptly by the Center to the supervising teacher as compensation for and recognition to services performed for the student teacher in the supervisory teacher's charge;

NOW THEREFORE, it is mutually agreed between the State and the Center as follows:

SPECIAL PROVISIONS

The State University and the Center are as follows:

University	Center
San Jose State University One Washington Square San Jose, CA 95192-0071	**Alum Rock Union Elementary School District** 2930 Gay Avenue San Jose, CA 95127

The TERM of the Agreement is **January 1, 2023 through June 30, 2028**.

The State shall pay Center for such services at the RATE AND AMOUNT of $26.68 per quarter unit, and $40.00 per semester unit.

GENERAL TERMS

1. The Center shall provide to State University students teaching experience through practice teaching in schools and classes of the Center not to exceed the units of practice teaching set forth in the Special Provisions. Such practice teaching shall be provided in such school or classes of the Center, and under the direct supervision and instruction of such employees of the Center, as the Center and the State through their duty-authorized representatives may agree upon.

The Center shall provide teacher candidates (student teachers) with necessary educator access to instructional technology including but not limited to course management systems, online curricular materials, and instructional applications.

The Center shall allow videotaping of in-person or online lessons taught by the teacher candidate (student teacher). When possible, the Center will revise video consent forms to include consent for teacher candidates (student teachers) to video record lessons.

The Center shall allow university supervisors access to observe both online and in-person instruction by the teacher candidate.

The Center may, for good cause, refuse to accept for practice teaching any student of the State University assigned to practice teaching in the Center, and upon request of the Center, made for good cause, the State shall terminate the assignment of any student of the State University to practice teaching in the Center.

"Practice teaching" as used herein and elsewhere in this agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of employees of the Center holding valid life diplomas or credentials issued by the State Board of Education, other than emergency or provisional credentials, authorizing them to serve as classroom teachers in the schools or classes in which the practice teaching is provided.

The Center will ensure that students have valid fingerprint clearance as normally obtained through Certificate of Clearance prior to placement in schools and classes of the District for purposes outlined in this agreement.

The Center will request the student provide evidence of proper tuberculosis screening prior to placement in schools and classes of the District for purposes outlined in this agreement. This screening evidence will include tuberculosis test results and dates of the screening (to be completed within the previous 4 years).

2. The State will pay the Center for the performance by the Center of all services required to be performed under this agreement at the rates set forth in the Special Provisions for each semester or quarter unit of practice teaching.

A semester unit of practice teaching for elementary and secondary schools is approximately

twenty (20) minutes of practice teaching daily for five (5) days a week for eighteen (18) weeks. A quarter unit of practice teaching is two-thirds (2/3) of a semester unit. For community colleges and/or adult schools, a semester unit is approximately 20 minutes of practice teaching daily three (3) days a week for eighteen (18) weeks during the regular season.

3. An assignment of a student of the State University to practice teaching in schools or classes of the Center shall be, at the discretion of the State, either for approximately nine (9) weeks or for approximately (18) weeks, but a student may be given more than one assignment by the State University to practice teaching in such schools or classes.

The assignment of a student of the State University to practice teaching in the Center shall be deemed to be effective for purposes of this agreement as of the date the student presents to the proper authorities of the Center the assignment card or other document given the student by the State University effecting such assignment, but not earlier than the date of such assignment as shown on such card or other document.

In the event the assignment of a student of the State University to practice teaching is terminated by the State University for any reason, the Center shall receive payment on account of such student except that if such assignment is terminated before the end of the ninth week of the term of the assignment, the Center shall receive payment for an assignment for nine (9) weeks only. If a student is assigned by the State University to another teacher of the Center after an assignment has become effective, this shall be considered for payment purposes as an entirely new and separate assignment.

Absences of a student from assigned practice teaching shall not be counted as absences in computing the semester units of practice teaching provided the student by the Center.

4. Within a reasonable time following the close of each semester or quarter of the State University, the Center shall submit an invoice, in duplicate, to the State University for payment, at the rate provided herein, for all units of practice teaching provided by the Center under and in accordance with this agreement during said semester or quarter. The Center shall attach to the invoice a certificate, in duplicate, executed by a duly authorized representative of the Center certifying that the Center expended or became obligated to expend in providing such practice teaching in an amount not less than the amount of the invoice. The State will pay the amount of such invoice from moneys made available for such purpose by or pursuant to the laws of the State.

5. Notwithstanding any other provisions of this agreement, the State shall not be obligated by this agreement to pay the Center any amount in excess of the total sum set forth in the Special Provisions.

INDEMNIFICATION

The Center and the State University will save harmless and indemnify the State and Center against all claims, demands, suits, judgments, expense and costs of any and every kind, insofar as it may legally do so and subject to the availability of funds, on account of the injury to or death of persons

or loss of or damage to property arising in any manner out of Center's or State's performance of the terms of this Agreement.

INSURANCE

State and Center will procure and maintain in full force and effect adequate insurance or will self-insure their obligations under this Agreement.

Pursuant to the California State University (CSU) policy for contracting and procurement (Section 412.06), the University must ask for the following insurance information to be provided prior to issuance of an agreement, purchase order or student placement agreement/commitment which allows the work to be performed:

Contracts requiring insurance coverage shall contain the following provisions:

1. Center shall furnish to the University a Certificate of Insurance stating that there is liability insurance presently in effect for the agreement with a single limit of not less than $2,000,000 per occurrence, and $4,000,000 aggregate; and that vehicle insurance (where applicable) is in effect with a minimum coverage of $1,000,000 per occurrence.

2. The Certificate of Insurance shall provide:

    a. That the insurer will not cancel the insured's coverage without thirty (30) days prior notice to the University;

    b. The State of California, the Trustees of the California State University System, San Jose State University, and the employees, officers, and agents of each of them, must be added by endorsement as Additional Insured, but only insofar as the operations under the agreement are concerned.

    c. That the State, the Trustees, and the University, and the employees, officers and agents of each of them will not be responsible for any premiums or assessments on the policy.

3. The Center agrees that the bodily injury liability insurance herein provided shall be in effect at all times during the term of the agreement. In the event said insurance coverage expires at any time or times during the term of this contract/agreement, Center aggress to provide at least thirty (30) days prior to said expiration date, a new Certificate of Insurance will be provided evidencing insurance coverage for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New Certificates of Insurance are subject to approval of the University, and Center agrees that no services shall be performed prior to the giving of such approval.

In the event that the Center fails to keep in effect at all time insurance coverage as provided herein,

the University may in addition to any other remedies it may have, terminate the contact/agreement upon occurrence of such event.

4. Workers Compensation and Employer's Liability insurance coverage as required by California State Law shall be maintained by the Center and any subcontractor(s) through the completion of the service. It is agreed that the University will provide Workers' Compensation coverage for students for the duration of this agreement.

The limit of coverages set forth above is a minimum amount, and any situation where an unusually high risk of liability is present, the University may require the Center to carry insurance with a higher limit.

STATE OF CALIFORNIA

Trustees of the California State University

BY:_____Date: _____

TITLE:_____

SJSU Requisition#_____

CENTER

Alum Rock Union Elementary School District

BY: _____Date: _____

TITLE: Hilaria Bauer, Ph D., Superintendent

THIS SECTION IS OPTIONAL:

CERTIFICATION

I, the duly appointed and acting Clerk or Secretary of the Governing Board of the Center listed below, do hereby certify that the following is a true and exact copy of a portion of the Minutes of the regular meeting of said Board held on .

"It was moved, seconded, and carried that the attached contract with the Trustees of The California State University, whereby the University may assign students to the schools in the Center for practice teaching, be approved; and the is hereby authorized to execute the same."

BY

Clerk, Secretary (strike one) of the governing Board of The Center

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

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

State and Federal (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., MC237 City: San Jose State: CA Zip: 95131

Phone: (408) 453-4444 Email: jsimpson@sccoe.org

SSN: _____ Fed I.D. #: _____

CONTRACT TERM: start dates November 17, 2023 end date June 30, 2024

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

The Parent Engagement Program will provide technical assistance to support ARUSD in developing and enhancing the role of the Community Liaison in the context of Community Schools. Technical Assistance includes the development of a Community Liaison Handbook.

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:** $880.00 ($110.00 per hour x 8 hours)

Describe other related costs: _____

BUDGET CODE: 060-3010-0-58/15-00-1110-1000- _____ Accountant Initials

000000-360-1190 _____ Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: 10/25/23

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 providing technical assistance to support developing and enhancing the role of the Community Liaison in the context of Community Schools..

2. Goals

☒ Improve access to inclusive, equitable, high-quality education.
☒ Provide quality support to districts, schools, students, and communities.
☒ Be a premier service organization.

- To provide ongoing support in the development of the Community Liaison's job description and function in the context of Community Schools.
- To recommend and provide professional development that will build the capacity of Community Liaisons.
- To create a first draft of the Community Liaison handbook.

3. Responsibilities

3.1. The Agency Responsibilities:

- LEA and District Leadership will share:
  - ARUSD's current Family Engagement plan
  - ARUSD's Community Liaison Job Description
  - ARUSD LCAP

3.2. The SCCOE Responsibilities:

- SCCOE Coordinator will provide technical assistance and conduct research to support the Agency in updating and aligning its Family Engagement Plan and Community Liaison job descriptions.
- Coordinator will share resources:
  - CDE Family Engagement Framework
  - CDE Family Engagement Toolkit
  - NAFSCE's Core Competencies for Family-Facing Professionals
- All materials will be provided electronically.

3.3. Shared Responsibilities:

- SCCOE and the Agency will determine how services will be delivered virtually prior to the first session date.

3.4. Delivery of Services and Use of Resources:

a. SCCOE will provide one (1) Parent Engagement Coordinator or Specialist to facilitate the technical assistance sessions.

b. The technical assistance will be provided virtually.

c. The services will take place on the dates and time as stated:

- November 17, December 15, 2023 and January 19, February 16, March 15, April 19, may 17 and June 21, 2024 from 9:30 to 10:30am.

4. Duration of Agreement

This Agreement begins on November 17, 2023 and ends on June 30, 2024.

5. Articulation of Monies/Compensation

The Agency will pay the SCCOE up to $880. Technical Assistance Rate: $110 per hour x 8 hours

LEA will be billed quarterly December 2023, March 2024, and June 2024.

Monies will be paid upon receipt of invoice.

This MOU not to exceed $880.00.

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 ten (10) business 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 Simpson

Alum Rock Union School District

By: _____
Signature of Authorized Agency Official

Name: Dr. Hilaria Bauer

Title:	Director, School Climate, Leadership & Instructional Services	Title:	Superintendent
Date:		Date:	
Address:	1290 Ridder Park Dr, MC237	Address:	2930 Gay Ave
	San Jose, CA 95131		San Jose, CA 95127
Phone:	408-453-4444	Phone:	408-928-6822
Email:	jsimpson@sccoe.org	Email:	hilaria.bauer@arusd.org

Santa Clara County Office of Education

For Contracts Office/Risk Management use only:

RM#:

Date: Signature:



Parent Engagement Program
Technical Assistance for Alum Rock Union School District
Contract Proposal & Terms 2023-2024

Description: The Parent Engagement Program will provide technical assistance to support Alum Rock Union School District in developing and enhancing the role of the Community Liaison in the context of Community Schools.

Technical Assistance Rate: $110 per hour x 8 hours = $880.00

LEA will be billed quarterly December 2023, March 2024, and June 2024

Goal:

- To provide ongoing support in the development of the Community Liaison's job description and function in the context of Community Schools.
- To recommend and provide professional development that will build the capacity of Community Liaisons.
- To create a first draft of the Community Liaison handbook.

This is a working document.

Meeting Date and Time Fridays 9:30am - 10:30am Zoom	**Proposed Topics for discussion**
Nov. 17, 2023	Discovery - What do we currently know? LEA and District Leadership will share: • ARUSD's current Family Engagement plan • ARUSD's Community Liaison Job Description • ARUSD LCAP SCCOE Coordinator will share: • CDE Family Engagement Framework • CDE Family Engagement Toolkit • NAFSCE's Core Competencies for Family-Facing Professionals
Dec. 15, 2023	Update and Alignment- • Goals for ARUSD's Family Engagement (Mission, Vision, Theory of Action, etc.)

	• Alignment of Family Engagement within Community Schools • Align Community Liaison Job Description and Community Schools plan
Jan. 19, 2024	Research - Gather input from Community Liaisons
Feb. 16, 2024	Draft - • Community Liaison Job Description • Compile Professional Development opportunities for Community Liaisons and Educators to build capacity for supporting family engagement work
Mar. 15, 2024	Draft - • Community Liaison Job Description • Bring Draft to LCAP or DELAC committees for review and input
Apr. 19, 2024	Research - Gather input from Community Liaisons re: job updates in handbook
May 17, 2024	Draft - Community Liaison Handbook
Jun. 21, 2024	Launch - Community Liaison Handbook

11.08

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 : **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: Minh Tang M.T. Title: Procurement Manager

Approved by: Kolvira Chheng KC (AD) Title: Assistant Superintendent of Business Services

To the Board of Trustees:

Recommend Approval

11.08

Agenda Placement

Meeting: November 09, 2023

Regular Board Meeting

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

DEPARTMENT	DATE OF SERVICE	CONSULTANT NAME	COST	PURPOSE
Cassell Elementary Alecia Kelley	11/16/23- 06/06/24	Brian Scott Productions	$3,180.00	Brian Scott Productions will provide interactive educational assembly programs that will tie in with the schools thematic messaging around character traits. Students will be engaged in an educational and fun anti-bullying program as well as an interactive educational adventure. Approximately 300 students will be served. Funding: General & Restricted
McCollam Elementary Pablo Fiene	11/13/23- 06/30/24	Environmental Volunteers	No Cost	Three 90-minute classroom programs ("Adaptations") for the third grade team (one program per class). The exact dates and times TBD, based on acceptance of the EV/ARUSD contract. Will also provide 2 off-site field trips for the third grade team in January (currently for 1/16 & 1/17). Funding: N/A
Ocala STEAM Academy Michael Miller	04/29/24- 04/30/24	International Student Tours, Inc.	No Cost	International Student Tours will provide transportation: for tours of selected colleges, hotel accommodations, all meals and hotel security for approximately 40 students and 3 teachers from AVID program. Funding: N/A

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

Renaissance at Fischer Doug Kleinhenz	11/10/23- 06/30/24	Silicon Valley Education Foundation	No Cost	Provide support to 300 students with college and career readiness guidance. Provide STEM exposure and experience to promote STEM related college and career pathways. Engage parents/guardians in parent education workshops. Provide staff to manage program design, implementation, and facilitation. Funding: N/A
Sheppard Middle Jennifer Doherty	11/10/23- 05/30/26	Social and Environmental Entrepreneurs	$3,641.00 NTE	Social and Environmental Entrepreneurs will provide an experience for middle school students that includes learning through stimulating for math students, approximately 150 students. Funding: Restricted
Academic Services Yeny Rosales	10/13/23- 06/30/24	Data Recognition Corporation (DRC)	$33,353.16	Data Recognition Corporation (DRC) will provide a student assessment platform to support identification and qualification for the Pathway to the Seal of Biliteracy. Funding: General
Academic Services Emily McChristian	11/10/23- 12/10/23	School of Arts and Culture at Mexican Heritage Plaza (SACMHP)	$11,017.00	Use of Facility Agreement between ARUSD & SACMHP for the Winter VAPA Showcase. The event date is December 19, 2023 and includes venue space and staffing. Approximately 600 of students will participate in the VAPA showcase. Funding: General

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

Academic Services Christine Salloom	01/15/24- 06/30/25	The Tech Museum of Innovation	No Cost	Multi-year Service Contract: The Tech Academies of Innovation is a partnership with schools and expanded learning programs in underserved communities to build model engineering programs and a network of engineering education leaders to support the teaching of engineering district-wide. Funding: N/A
Child Nutrition Services Denisse Mendez	11/10/23- 06/30/24	Chef Ann Foundation	No Cost	Child Nutrition Services will be partnering with Chef Ann Foundation (CAF) to serve as a host worksite for their Health School Food Pathway Pre-Apprenticeship Program where five ARUSD Child Nutrition Assistants will participate in 7-week virtual based learning sessions (Fall and Spring) and gain practical on-site experience. Funding: N/A
Early Learning Dr. Dianna Ballesteros	11/10/23- 06/30/24	Debbie Drennan, AT Specialist	$5,000.00	Virtual Professional learning support on Early Inclusion practices for pre-K through 3rd grade. Trainer to provide a series of virtual trainings on inclusion in early education: which includes training on Universal Design, Assistive Technology, and strategies for implementation of assistive technology in the natural routines of a classroom. Funding: Restricted
Maintenance Ed Villarreal	11/10/23- 06/30/24	San Jose Boiler Works	$15,000.00 NTE	Provide annual district-wide boiler cleaning/maintenance. Funding: Restricted

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

Transportation Latoya Lee	07/01/22- 06/30/25	Frog Environmental Inc.	$2,850.00	Contract Extension: MY 236002, Board approved June 23, 2023. Original contract amount $9,600.00 for 3 years ($3,200 per year). New contract amount $6,050.00 Increase to pay for pending invoices for the remainder of 2023-2024 FY. Funding: General
Social and Emotional Learning Dr. Annya Artigas	09/15/23- 06/30/26	Sown to Grow, Inc.	$9,750.00	Contract Extension: MY 249049, Board approved September 14, 2023. Original contract amount $49,500.00 for 3 years. New contract amount $59,250.00. Increase to provide services to Renaissance at Mathson. Funding: Restricted
Special Education Anthony Colonna	11/10/23- 06/30/24	Winsor Learning, LLC	$2,625.00	Winsor Learning Inc. will conduct a training for introduction to Multisensory Teaching Methodology and a detailed look at the implementation of Sonday System Reading Intervention Program. Funding: Restricted

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Cassell (School/Dept.) VENDOR NO. _____

Submitted by: Alecia Kelley

☑ **Independent Contract** ☐ **MOU**

☐ Master Contract

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

Name of Individual/Company: Brian Scott Productions

Address: 5601 Van Fleet Ave City: Richmond State: CA Zip: 94804

Phone: (415)999-7084 Email Address: Brian@BrianScottMagic.com

SSN: _____ or Fed I.D. #: 36-4860880

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on November 16, 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").

Brian Scott Productions will provide interactive educational assembly programs that will tie in with the schools thematic messaging around character traits. Students will be engaged in an educational and fun anti-bullying program as well as an interactive educational adventure. Approximately 300 students will be served.

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:** $3180.00 (describe rate agreement) 4 educational assembly programs to be had on 11/16/23, 11/17/23, 2/15/23, 2/16/23.

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	200	500	$1097.00	
060	3010	0	5815	00	1110	1000	000000	200	1190	$2083.00	

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

School: Sylvia Cassell Elementary
Number of shows: 4
Duration of each show: 45-minutes
Total Cost: $3,180
Dates: 11/16 - 3rd thru 5th grade 10:00am to 10:45am
11/17 - TK-2nd grade 9:15am to 10:00am
2/15 - 3rd thru 5th grade 10:00am to 10:45am
2/16- TK-2nd grade 9:15am to 10:00am

Brian Scott Productions will provide interactive educational assembly programs that will tie in with the schools thematic messaging around character traits.

Be Supportive: This is an educational and fun anti-bullying program. This uses the power of real magic words to help students make bullying disappear... by being supportive to all those around them. With 8 magic words the students will learn how practicing these 8 words can make magic happen each and everyday.

Big Secrets: This Character Education assembly program is an interactive educational adventure. Your students will discover how magic is made in their daily lives. Using special 'magic words' such as being creative, giving, prepared, respectful, humble, authentic, confident, and enthusiastic can transform any situation into one that feels like magic.

Brian Scott Productions Performance Policy

All shows require a 25% deposit to hold the date and time. (If you are unable to arrange for a deposit to be made prior to the performance please submit a request for waiver via email upon recite of this policy - the performance will not be considered confirmed until such a request is made)

All shows must start at the agreed upon time. Brian Scott Productions will not be held responsible to fulfill the original length of the show, within reason, if any delays occur due to the client.

The remaining **balance is to be paid in full** on or before the date of the performance, prior to its start.

Should you have to cancel the gathering, the deposit is non-refundable except if the gathering is rescheduled to a time that Brian Scott Productions is able to perform. If no deposit is paid prior to the performance, said deposit fee will still be imposed in the event of a cancelation.

If the event is canceled with less than 3 days notice the full amount of the event is due.

A $30 fee will be charged for all **retuned checks.**

Payment of deposit or request of waiver **will be considered confirmation** of all the above information.

Payment can be made in the form of a check or credit card.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: McCollam Elementary (School/Dept.) VENDOR NO. 11739

Submitted by: Pablo Fiene

☑ **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: Environmental Volunteers

Address: 2560 Embarcadero Road City: Palo Alto State: CA Zip: 94303

Phone: (650) 493-8000 Email Address: toby@environmentalvolunteers.org

SSN: _____ or Fed I.D. #: 94-2550385

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on November 13th, 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").

3 - 90 -minute classroom programs ("Adaptations") for the third grade team (one program per class). The exact dates and times still to be determined, based on acceptance of the EV/ARUSD contract.

Will also provide 2 off-site field trips for the third grade team in Jan (currently scheduled for 1/16 1/17).

4. **COMPENSATION:** District agrees to pay Contractor for services satisfactorily rendered pursuant to this Agreement. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by District within thirty (30) days after Contractor submits an invoice to District for Services actually completed or the portion of the Services for which payment is to be made. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District.

☑ a. **Fee Rate:** $0.00 per hour/day of service as may be requested by ARUESD, not to exceed a maximum of _____ hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.

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

EV programs for McCollam Elementary are covered by grant funding; there is no charge to the school.

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
088	8210	0	5808	00	1110	4000	000000	040	0502	0.00	

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

ENVIRONMENTAL VOLUNTEERS

Scope of Work for Mildred McCollam Elementary School School Year 2023/2024

The Environmental Volunteers will be on the Mildred McCollam Campus in November or December (exact dates TBC) to deliver the following:

3 - 90-minute classroom programs ("Adaptations") for the third grade team (one program per class). The exact dates and times are still to be determined, based on acceptance of the EV/ARUSD contract.

Each Program will consist of 3 activity stations, where the students will rotate through in 20-minute intervals. Topics for these stations will include three of the following: Baylands Bird Skins, Baylands Bird Utensils, Baylands Skulls, and/or Salt Marsh Plants. There will be a team of 3-4 EV docents (volunteers, interns and/or staff) to deliver each program.

Teachers are required to stay in the classroom at all times for the full duration of each program.

Additional Classroom Guidelines:

1) Students should be divided into small groups of 8 students before the EV docents arrive.
2) Please have students wear nametags for the duration of their program.
3) Teachers are expected to be present and help with keeping track of time for each classroom presentation.
4) Please remember that it is the teacher's responsibility to maintain classroom discipline, not the EVs.

The Environmental Volunteers will also deliver 2, 2-hour off-site field trips at the Palo Alto Baylands in January 2024 (Jan 16th and 17th) from 9:30-11:30am.

Each field trip program will consist of a 2-hour ecology based field trip at the Palo Alto Baylands. Students will be split into small groups of no more than 10 students per group. Each group will be led by a trained EV docent.

The school is responsible for coordination of transportation to/from the field trip location, and for obtaining sufficient adult chaperones to support the field trip.

The EV programs provided to McCollam Elementary this year will be fully funded, and there will be no cost to the school. In lieu of payment, however, all teachers are asked to participate in post-program surveys which will be sent shortly after the completion of each program.

Environmental Volunteers
2560 Embarcadero Rd, Palo Alto, CA 94303
1210 Homestead Rd., Santa Clara, CA 95050
650-493-8000

www.environmentalvolunteers.org
A 501(c)(3) nonprofit organization
Tax ID#: 94-2550385

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Ocala STEAM Academy (School/Dept.) VENDOR NO. 021069

Submitted by: Michael Miller

☑ **Independent Contract** ☐ **MOU**

☐ Master Contract

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

Name of Individual/Company: International Student Tours, Inc.

Address: 2330 E. Bidwell St City: Folsom State: CA Zip: 95630

Phone: (800) 448-4444 Email Address: _____

SSN: _____ or Fed I.D. #: 91-191-5695

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on April 29th, 2024, and will diligently perform as required and complete performance by ~~April 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").

International Student Tours will provide transportation, tours od selected colleges, hotel accomodations, all meals and hotel security for approximately 40 students and 3 teachers from the AVID program.

4. **COMPENSATION:** District agrees to pay Contractor for services satisfactorily rendered pursuant to this Agreement. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by District within thirty (30) days after Contractor submits an invoice to District for Services actually completed or the portion of the Services for which payment is to be made. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District.

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

☑ b. **Other:** $0.00 (describe rate agreement) _____

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
010	0000	0	1190	00	1110	2700	000000	260	5001	0.00	

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

IST
CAMPUS TOURS
PRESENTED BY ISTOURS

2/16/2023

To: Dina Lopez
Ocala STEAM Academy
2800 Ocala Ave.
San Jose, CA 95148
(408) 504-5579 | dina.lopez@arusd.org

From: Heidi Hanich
IST Campus Tours
2330 East Bidwell St., Ste 201, Folsom, CA 95630
(916) 850-1976 | www.istcampustours.com

IST Campus Tours Price Quote for College Tour - Southern California

Thank you for your interest in IST Campus Tours and allowing us the opportunity to provide you with this price quote. IST Campus Tours is a division of International Student Tours, Inc. ("ISTours"). We have been the industry leader in student travel since 1976, traveling over 500,000 students to destinations throughout the World. We are a fully licensed, bonded and insured travel company. As a tour operator, we're also a proud member of the Better Business Bureau, the National Tour Association, the American Society of Travel Agents, the International Air Transportation Association, the International Airline Travel Agents Network, and a registered seller of travel with the California Attorney General's Office. Additionally, for all school-sponsored motor coach tours, we use only SPAB certified buses in California.

We are also proud to participate in the California Restitution Fund, are covered by $5 million in professional liability insurance, $5 million in general liability insurance, and $5 million in errors and omissions insurance. All travel funds received by IST Campus Tours are protected in a trust account with Wells Fargo Bank, N.A. For a complete listing of all our credentials, affiliations, financial protections, and insurances, please call one of our customer service agents at (916) 850-1976 or toll free at (800) 448-4444. We also invite you to visit the BBB website as a reference.

Per your request, please find the detailed price quote we have developed for your custom tour. Or goal is to provide you with a cost-effective tour package without compromising the quality of the tour. We provide outstanding customer service, detailed travel itineraries, and take pride in providing a quality experience for our travelers.

We hope this price quote meets your approval. If you wish to proceed, please sign and return the price quote acceptance and terms pages. If you have any questions or concerns, please contact your representative.

Thank you again for your time and consideration. We look forward to working with you.

Sincerely,

Heidi Hanich
Regional Manager, IST Campus Tours
(650) 704-8620
Heidih@istours.com

IST
CAMPUS TOURS
PRESENTED BY IST TOURS

IST CAMPUS TOURS ITINERARY
Ocala STEAM Academy
2800 Ocala Ave., San Jose, CA 95148

**Please note the itinerary is a tentative schedule and subject to change based on timing, pricing, and availability.*

Day 1 Itinerary – *Monday, April 29, 2024*

8:00 a.m. Depart for Sonoma State University
10:00 a.m. Campus Tour: Sonoma State University
11:30 a.m. Lunch at Sonoma State University
12:30 p.m. Depart for Chico State University
4:00 p.m. Campus Tour: Chico State University
5:30 p.m. Dinner at Chico State University
6:30 p.m. Depart for Hotel
8:00 p.m. Overnight in Sacramento

Day 2 Itinerary – *Tuesday, April 30, 2024*

8:00 a.m. Breakfast at Hotel
9:00 a.m. Depart for CSU Sacramento
9:30 a.m. Campus Tour: CSU Sacramento
11:00 a.m. Lunch at CSU Sacramento
12:00 p.m. Depart for Home
2:00 p.m. Arrive Home

Please initial: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Renaissance Academy Fischer (School/Dept.) VENDOR NO. _____

Submitted by: Doug Kleinhenz

☑ 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: Silicon Valley Education Foundation

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

Phone: (408) 790 - 9520 Email Address: chris@svefoundation.org

SSN: _____ or Fed I.D. #: 20-5061316

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on November 10, 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").

Support ~300 students with college and career readiness guidance. Provide STEM exposure and experience to promote STEM related college and career pathways. Engage parents/guardians in parent education workshops. Provide staff to manage program design, implementation, and facilitation.

4. **COMPENSATION:** District agrees to pay Contractor for services satisfactorily rendered pursuant to this Agreement. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by District within thirty (30) days after Contractor submits an invoice to District for Services actually completed or the portion of the Services for which payment is to be made. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District.

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

☑ b. **Other:** $0.00 (describe rate agreement) No Cost

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	290	1190	No Cost	

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

EASTSIDE EDUCATION INITIATIVE

MEMORANDUM OF UNDERSTANDING

Silicon Valley Education Foundation
and
Alum Rock Union School District (Renaissance Academy at Fischer)

Eastside Education Initiative

This Memorandum of Understanding (MOU) serves as a facilitating document establishing an agreement between **Silicon Valley Education Foundation** (SVEF), located at 1400 Parkmoor Avenue, Suite 200, San José, CA and **Alum Rock Union School District** (the School District) located at 2930 Gay Avenue San Jose, CA 95127 to implement the Eastside Education Initiative during the 2023/2024 school year.

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

Program Description:

The Eastside Education Initiative (EEI) is a collective impact initiative managed by SVEF.

EEI: The EEI Supplemental Educational Services (the Program) is designed for current 6th- 8th grade students attending schools in East San Jose. During the Program, students and their families receive college and career readiness support.

Collaborative Successful Partnership Proposed Roles and Responsibilities:

EEI agrees to:

- Support a caseload of 250-300 students for effective implementation of college and career readiness.
- Engage parents and families through a series of programs from the Parent Education Academy.
- Market the Program(s) to foundations, corporations, businesses, and individuals in an effort to obtain partial funding for the Programs.

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

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

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

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

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

School District agrees to:

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

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

- Provide a target list for student recruitment and use the enrollment form created by EEI.

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

- Provide basic classroom facilities as outlined in Addendum II to this MOU.

- Identify a representative from the School District's IT department to support the Programs' connection to the internet.

- Allow EEI to contact families directly.

- Support the administration of the pre/post surveys.

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

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

[*Signature Page Follows*]

District Superintendent or Designee Signature:

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

X_____ _____
Superintendent or Designee Signature Date

Dr. Hilaria Bauer
Printed Name

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

X_____ _____
Data Personnel Signature* Date

_____
Printed Name

SVEF Signatures:

X _____ 10/02/23
Cris Ramirez Date
EEI Director

X _____ 10/6/23
Chris Carney Date
Chief Operating Officer

ADDENDA

Addendum I: Program Components

Eastside Education Initiative		
Grades	Length	Content
6th- 8th	23/24 SY	College and Career Readiness

Addendum II: Facilities and Support for the Program

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

- Classroom setting for College and Career Specialist to work with students, such that adequate space is allocated for small groups and safety guidelines.
- Access to computers and the internet to support an entire class at one time.
- An outdoor space for students to have physical exercise and to mingle during breaks.
- Access to printers and photocopiers for program-related activities
- The school District agrees to ensure every student and teacher has Internet access.

The School District agrees to provide access to the following classroom equipment:

- Small group set of iPads/Chromebooks/laptops, with access to the following domains:
    - Google Classroom, CaliforniaColleges.edu
- Projector and/or TV Screen

EEI agrees to provide the following classroom materials:

- Program materials, including:
    - Content
    - Pre and post surveys

Addendum III: Student Data and Tracking of Student Achievement

SVEF and the School District have partnered to examine students' academic trajectories toward college readiness, which includes preparation in mathematics.

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

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

Addendum IV: Data Transfer Timelines

The timelines for data transfer are as follows:

Student Data Timeline

Task	Request Date	Due Date	Data	EEI
School District sends target student list based on criteria outlined in Addenda	October	November	Student Name	x
			10-digit State ID	x
			School Enrolled	x
			Last SBAC Scaled Score	x
			Parent/Guardian Name	x
			Parent/Guardian Phone	x
			Parent/Guardian E-Mail	x
EEI provides Program Results at debrief meeting	n/a	May	Program Attendance	x
			Program Engagement Results	x
			Program Survey Results (if available)	x
School District sends current and former students school grades and SBAC results *each year until graduation*	August	September	Missing 10-digit State ID	x
			SBAC Scaled Score (Grades 5-8, 11)	x
			Middle/High School Attending	x

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

Confidentiality:

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

B. SVEF requests to share nameless student data with SVEF partner organizations that assist with program support and analysis. Non-specific student data means student names and other identifying personal information will not be shared with the program results. These partner organizations will not be able to name or identify any specific students.

C. No individual shall be identifiable in any reports, publications, or other documents created by SVEF from the use of data provided by the School District.

D. SVEF and its contractors shall maintain the confidentiality of all records in accordance with all applicable Federal, State, or local laws, ordinances, regulations, and directives relating to confidentiality. These include, but are not limited to, the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR part 99), the California Information Practices Act (California Civil Code § 1798 *et. seq.*), and the Privacy Act of 1974, as amended (5 U.S.C. § 552).

SVEF responsibilities:

SVEF shall:

A. use the data collected for evaluation of the Programs

B. retain data in a place that is physically secure from access by unauthorized persons. SVEF agrees that any computer on which the data resides will be password protected at all times;

C. agree that no individual will be identifiable in any reports, publications, or other documents that are created; and

D. provide a template list to the district to attain students with California State Identification Number (CSID) for which the data has been requested.

School District Responsibilities:

School District shall:

A. agree to provide a list of students with California State Identification Number ([CS]ID) for which the data has been requested.

B. designate a contact person to facilitate communications between School District and SVEF for coordinating the data transfer activities necessary to carry out this MOU;

C. collaborate with SVEF, as needed, to facilitate the coordination of the data transfer; and

D. agree to participate in data sharing for the course of the MOU.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Sheppard Middle School (School/Dept.) VENDOR NO. 301012

Submitted by: Jennifer Doherty

☑ **Independent Contract** ☐ **MOU**

☐ Master Contract

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

   Name of Individual/Company: Social and Environmental Entrepreneurs

   Address: 23564 Calabasas Road, Suite 201 City: Calabasas State: CA Zip: 91302

   Phone: (408)515-1908 Email Address: daniel.kline@jmf.org

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

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on November 10, 2023, and will diligently perform as required and complete performance by May 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").

   Social and Environmental Entrepreneurs will provide an experience for middle school students that includes learning through stimulating math students for approximately 150 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:** $_____ (describe rate agreement) No to exceed $3,641.00

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
060	3010	0	5300	0000	1110	1000	000000	170	1190	$3,641.00	

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING



Julia Robinson Mathematics Festival®

Julia Robinson Mathematics Festival
c/o Social and Environmental Entrepreneurs
23564 Calabasas Road, Suite 201
Calabasas, CA 91302
(408) 657-3650

QUOTE

9/21/23

PREPARED FOR:

Robyn Riedstra
7th Grade Math Teacher
Sheppard Middle School
480 Rough and Ready Rd
San Jose, CA, 95133

DESCRIPTION	QTY	UNIT PRICE	TOTAL
2023-2024 Math Festival for 7th Grade Classes Monday or Friday, 8:40 AM - 2:05 PM (more than 5 hours) JRMF brings all the supplies, sets up math puzzles and games, leads the festival, and cleans up	1	1100.00	1100.00
2024-2025 Math Festival for 7th Grade Classes	1	1210.00	1210.00
2025-2026 Math Festival for 7th Grade Classe	1	1331.00	1331.00

ESTIMATE: $ 3,641.00

Julia Robinson Mathematics Festival

23456 Calabasas Road, Suite 201
Calabasas, CA 91302
(408) 515-1908
jrmf.org

Description of Services - Sheppard Middle School Math Festival

The Julia Robinson Mathematics Festival (JRMF), a project of Social and Environmental Entrepreneurs, will host a math festival for Sheppard Middle School on November 17, 2023 from 8:40 AM - 2:05 PM PT.

Sheppard Middle School will provide a space with tables and chairs/benches and volunteers for the event. JRMF will provide all of the math activity supplies, lead a 1 hour volunteer training before the event, and set up and clean up for the event.

The timeline for the math festival is as follows:

- 7:40 - 8:40 AM PT - setup
- 8:40 AM - 2:05 PM PT - math festival for 7th grade classes
- 2:05 - 3:05 PM PT - cleanup

The cost for these services is $1100 and is to be paid within 1 week after the event.

For additional information about JRMF services, please contact daniel.kline@jrmf.org.

Daniel Kline

Executive Director

Julia Robinson Mathematics Festival

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Academic Services (School/Dept.) VENDOR NO. _____

Submitted by: Yeny Rosales

☑ **Independent Contract** ☐ **MOU**

☐ Master Contract

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

Name of Individual/Company: Data Recognition Corporation (DRC)

Address: 13490 Bass Lake Road City: Maple Grove State: MN Zip: 55311

Phone: (800) 538-9547 Email Address: jeastman@datarecognitioncorp.com

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on October 13, 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").

Data Recognition Corporation (DRC) will provide a student assessment platform to support identification and qualification for the Pathway to the Seal of Biliteracy.

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:** $33,353.16 (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	1110	1000	000000	305	5130	33,353.16	

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

DATA RECOGNITION DRC CORPORATION
FEIN: 41-1810970

QUOTATION

Quote No:	Q0012997	Quote Date:	08/16/2023

SEND SERVICE INQUIRIES TO:

P.O. BOX 398
HOPKINS, MN, 55343-0398
UNITED STATES
PHONE: 1-800-538-9547
FAX: 1-800-282-0266
shelfcustomerservice@datarecognitioncorp.com

Ship To Account: 904512

Customer ID: 904512

SHIP TO:	BILL TO:
ALUM ROCK UNION SCHOOL DISTRICT 2930 Gay Ave San Jose, CA 95127-2322	ALUM ROCK UNION SCHOOL DISTRICT 2930 Gay Ave San Jose, CA 95127-2322

Notes: ALUM ROCK UNION (DL Academy 1)

CUSTOMER P.O. NO.	TERMS	SHIP VIA	F.O.B. POINT
QUOTE	Net 30	UPS Ground	

ITEM NUMBER	ITEM DESCRIPTION	QTY	UNIT PRICE	DISC %	EXTENDED PRICE
C8761100	LAS LINKS ONLINE SUB TEST ADMIN 1001-5000	2640	5.50	0.00	14,520.00
C8987203	LLO HAND SCORING WR & SP & RD	660	17.45	0.00	11,517.00
C8717400	LAS LINKS WEB-BASED TRAINING	1	1,159.00	0.00	1,159.00
C8739400	LAS LINKS POST TEST DATA WEB BASED TRAINING	1	1,159.00	0.00	1,159.00

DRC MATERIALS AND SERVICES PRICING VALID FOR 30 DAYS OR 12/31, WHICHEVER IS SOONER. STATE TAX AND SHIPPING CHARGES ARE SUBJECT TO CHANGE.

Merchandise Total	28,355.00
Shipping & Handling	0.00
Sales Tax	108.66
TOTAL	28,463.66

DATA RECOGNITION
DRC
CORPORATION
FEIN: 41-1810970

QUOTATION

Quote No:	Q0012996	Quote Date:	08/16/2023

SEND SERVICE INQUIRIES TO:

P.O. BOX 398
HOPKINS, MN, 55343-0398
UNITED STATES
PHONE: 1-800-538-9547
FAX: 1-800-282-0266
shelfcustomerservice@datarecognitioncorp.com

Ship To Account: 904512

Customer ID: 904512

SHIP TO:	BILL TO:
ALUM ROCK UNION SCHOOL DISTRICT 2930 Gay Ave San Jose, CA 95127-2322	ALUM ROCK UNION SCHOOL DISTRICT 2930 Gay Ave San Jose, CA 95127-2322

Notes: ALUM ROCK UNION (DL Academy 2)

CUSTOMER P.O. NO.	TERMS	SHIP VIA	F.O.B. POINT
QUOTE	Net 30	UPS Ground	

ITEM NUMBER	ITEM DESCRIPTION	QTY	UNIT PRICE	DISC %	EXTENDED PRICE
C8761000	LAS LINKS ONLINE SUB TEST ADMIN 400-1000	440	6.75	0.00	2,970.00
C8987203	LLO HAND SCORING WR & SP & RD	110	17.45	0.00	1,919.50

DRC MATERIALS AND SERVICES PRICING VALID FOR 30 DAYS OR 12/31, WHICHEVER IS SOONER. STATE TAX AND SHIPPING CHARGES ARE SUBJECT TO CHANGE.

Merchandise Total	4,889.50
Shipping & Handling	0.00
Sales Tax	0.00
TOTAL	4,889.50



DATA RECOGNITION
DRC
CORPORATION



preLAS & LAS Links

Professional Development Offerings

2023

LAS LINKS PROFESSIONAL DEVELOPMENT

LAS LINKS ONLINE – (WEB-BASED)

ISBN: C8717400

Delivery: Web

Duration: One three-hour session

Audience: Maximum of 40 participants; District Representatives and/or Classroom Teachers

Technology Requirements: Phone, computer with internet connectivity, Zoom video conferencing app

Overview: This session provides an overview of the LAS Links Online language proficiency assessment system. All domain assessments for reading, writing, listening, and speaking are covered in this training. Using DRC's proprietary secure, robust, web-based assessment platform, participants will learn how to conduct pre-test, during test, and post-test activities. Pre-test training includes registering students, setting up proctors and classes, scheduling test sessions, preparing students for testing, and taking practice tests. Test proctoring (or during test) training will include test day preparation, the student testing experience, and best practices for monitoring the students during testing. Finally, post-test training will include all steps include all steps necessary for scoring student responses (if locally scoring) and generating reports. Participants will learn the system roles as administrator and teacher. The session also includes the DRC protocol for remote testing, including how to prepare families for remote testing, assess technology readiness and schedule remote sessions.

Price: $1,159.00

LAS LINKS ONLINE – (ON-SITE)

ISBN: C8184900

Delivery: On-site

Duration: One 6-hour session or two 3-hour half-day sessions

Audience: Maximum 40 participants; District Representatives and/or Classroom Teachers

Technology Requirements: Ability for the trainer to connect to a LCD projector (or similar device), speakers and microphone (as needed). Computer with internet connectivity for each participant.

Overview: This session provides an overview of the LAS Links Online language proficiency assessment system. All domain assessments for reading, writing, listening, and speaking are covered in this training. Using DRC's proprietary secure, robust, web-based assessment platform, participants will learn how to conduct pre-test, during test, and post-test activities. Pre-test training includes registering students, setting up proctors and classes, scheduling test sessions, preparing students for testing, and taking practice tests. Test proctoring (or during test) training will include test day preparation, the student testing experience, and best practices for monitoring the students during testing. Finally, post-test training will include all steps include all steps necessary for scoring student responses (if locally scoring), generating and interpreting student proficiency reports. Participants will learn the system roles as administrator and teacher. Upon request, the session may also include the DRC protocol for remote testing, including how to prepare families for remote testing, assess technology readiness and schedule remote sessions.

Price: $4,389.00

LAS LINKS PROFESSIONAL DEVELOPMENT

LAS LINKS ONLINE – POST-TEST DATA DIVE (WEB-BASED) ISBN: C8739400	**Delivery:** Web **Duration:** One 3-hour session **Audience:** Maximum of 40 participants; District Representatives and/or Test Administrators **Technology Requirements:** Phone, and computer with internet connectivity for participants; Zoom video conferencing app **Overview:** Participants of this web-based session will experience key features and functionality of the DRC INSIGHT Interactive Reporting System. The session will include a review of the LAS Links scores and the interpretation of those scores as found on an individual student's Proficiency Report, as well as School and District reports. Participants will discover the ease of using this tool to learn how to: • Identify areas where students need targeted instruction • Create and interpret reports from numeric data, charts, and graphs • Aggregate or disaggregate data • Download/Export reports • Track student progress over multiple administrations with longitudinal reports • Create reading links/Lexile reports and utilize lexile.com to increase student's reading opportunities • Connect live data to effective classroom strategies **Price:** $1,159.00
LAS LINKS ONLINE – POST-TEST DATA DIVE (ON-SITE) ISBN: C8717300	**Delivery:** Onsite **Duration:** Two 3-hour half-day sessions **Audience:** Maximum 40 participants; District Representatives and/or Test Administrators **Technology Requirements:** Ability for the training to connect to a LCD projector (or similar device), speakers and microphone (as needed). Computer with internet connectivity for each participant. **Overview:** Participants of session will have hands-on experience with key features and functionality of the DRC INSIGHT Interactive Reporting System. The session will include a review of the LAS Links scores and the interpretation of those scores as found on an individual student's Proficiency Report, as well as School and District reports. Participants will discover the ease of using this tool to learn how to: • Identify areas where students need targeted instruction • Create and interpret reports from numeric data, charts, and graphs • Aggregate or disaggregate data • Download/Export reports • Track student progress over multiple administrations with longitudinal reports • Create reading links/Lexile reports and utilize lexile.com to increase student's reading opportunities • Connect live data to effective classroom strategies **Price:** $4,389.00

LAS LINKS PROFESSIONAL DEVELOPMENT

***pre*LAS – (WEB-BASED)** ISBN: C8739700	**Delivery:** Web **Duration:** One 3-hour session **Audience:** Maximum of 40 participants; District Representatives and/or Test Administrators **Technology Requirements:** Phone, computer with internet connectivity, Zoom video conferencing app **Overview:** This session may be delivered for either *pre*LAS Online or *pre*LAS Paper administration (client designated). This session provides training on the administration of both the Oral and Pre-Literacy components of the *pre*LAS assessment. Participants will learn how to holistically score student responses utilizing rubrics and exemplars with the goal of obtaining a 90% inter-rater reliability level among test administrators. preLAS Online training includes registering students, scheduling test sessions, generating and interpreting reports. **Price:** $1,159.00
***pre*LAS – (ON-SITE)** ISBN: C8184901	**Delivery:** Onsite **Duration:** One 6-hour session or two 3-hour half-day sessions **Audience:** Maximum 40 participants; District Representatives and/or Test Administrators **Technology Requirements:** Ability for the trainer to connect to a LCD projector (or similar device), speakers and microphone (as needed). Computer with internet connectivity for each participant. **Overview:** This session may be delivered for either *pre*LAS Online or *pre*LAS Paper administration (client designated). This session provides training on the administration of both the Oral and Pre-Literacy components of the *pre*LAS assessment. Participants will learn how to holistically score student responses utilizing rubrics and exemplars with the goal of obtaining a 90% inter-rater reliability level among test administrators. *pre*LAS Online training includes registering students, scheduling test sessions, generating and interpreting reports. **Price:** $4,389.00

DATA RECOGNITION
DRC
CORPORATION

Attachment 1

Listed below are the products and tests for Data Recognition Corporation ("DRC") is the sole source publisher:

DRC is the sole provider, publisher and holds the copyright for all editions of the following assessments for achievement, aptitude, adult basic skills, and other measures.

Early School Assessment

- InView™ (Gr 2-12)
- PTCS (Primary Test of Cognitive Skills™)

Language Assessment System™

- LAS Links™
- LAS Links Benchmark Assessments
- LAS Links Instructional Guidance
- LAS Links Placement Test
- LAS Links Español
- PreLAS® 2000
- PreLAS® 2000 Español

Online Assessments Including:

- LAS Links® Online
- TABE® Online
- TerraNova® Online
- DRC BEACON

Software Products Including:

- ReportMate Clarity™
- TestMate Clarity®

***TerraNova*® Assessment Series (CTBS®/5, CAT/6) Including**:

- *TerraNova*®, The Second Edition
- *TerraNova*®, The Third Edition
- *TerraNova*®, Plus Test
- SUPERA®

Tests of Adult Basic Education (TABE®) Including:

- Building Skills With TABE®, Second Edition
- Getting to Know TABE®
- TABE®Advanced Level Tests
- TABE® 9&10
- TABE® 11/12
- TABE CLAS-E™
- TABE® ESPANOL
- TABE PC® for Windows
- TestMate TABE® for Windows

DRC INSIGHT – Proprietary Online Test Engine

Scoring Services for Assessments - All

Test Assessing Secondary Completion (TASC™)

- Test Assessing Secondary Completion ™
- Test Assessing Secondary Completion Readiness™

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Emily McChristian (School/Dept.) VENDOR NO. 021332

Submitted by: Academic 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: School of Arts and Culture at Mexican Heritage Plaza (SACMHP)

Address: 1700 Alum Rock Avenue City: San Jose State: CA Zip: 95116

Phone: (408) 794-6240 Email Address: joy@schoolofartsandculture.org

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on November 10, 2023, and will diligently perform as required and complete performance by December 10, 2023, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

3. **CONTRACTOR'S OBLIGATION:** Contractor shall provide the following services, materials, products, and/or reports as further described in **Exhibit A**, attached hereto and incorporated herein by this reference ("Services").

Use of Facility Agreement beteween ARUSD & SACMHP for the Winter VAPA Showcase. The event date is December 19, 2023 and includes venue space and staffing. Approximately 600 of students will participate in the VAPA showcase.

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:** $11,017.00 (describe rate agreement) Deposit is $2,250.00 due November 10 and the final payment due by December 8, 2023

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
010	0000	0	5610	00	1110	4000	000000	310	5260	11,017.00	

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

Quote

School of Arts & Culture

Mexican Heritage Plaza

1700 Alum Rock Avenue, San Jose CA 95116 | Tel (408) 794-6240 | Fax (408) 271-9920

Date Created: 10/18/23
Modification Date:

Deposit Payment (Due with Contract)

Amount Due	$	2,250.00
Due Date		11/10/2023

Final Payment (Due prior to event)

Amount Due	$	8,767.00
Due Date		11/10/2023

Client Details

Name: Emily McChristian
Organization: ARUSD
Street address: 2930 Gay Ave
City, State, Zip: San Jose, CA, 95127
Phone Number: (408)928-6524
Email: emily.mcchristian@arusd.org

Event Details

Name: ARUSD Winter VAPA Showcase
Date: 12/19/2023
Load In Time: 8:00 AM
Event Time: 6:00 PM - 8:00 PM
Vacate Time: 10:00 PM

For office use only

Initials _____

Date _____

Invoice #JH121923

Notes

*Per CA labor laws, shifts over 8hrs are subject to OT charges, shifts over 12hrs are subject to DT charges

*Hourly Rentals: Minimum of 4 hours required for weekend and after hours rentals

*SJPD must be contracted when serving alcohol

Venue Spaces	Start Time	End Time	Hours	Rate	Total price
Full Theater (Performance Day) - up to 8 hours	8:00 AM	4:00 PM	8.00	$ 3,782.00	$ 3,782.00
Additional Hours - Full Theater	4:00 PM	10:00 PM	6.00	$ 200.00	$ 1,200.00
Pavilion: Non-Reception Rental up to 8 hours	8:00 AM	4:00 PM	8.00	$ 3,200.00	$ 3,200.00
Additional Hours - Pavilion	4:00 PM	10:00 PM	6.00	$ 200.00	$ 1,200.00
La Galeria	8:00 AM	10:00 PM	14.00	$ 85.00	$ 1,190.00
Classroom 1	8:00 AM	10:00 PM	14.00	$ 43.00	$ 602.00
Classroom 4	8:00 AM	10:00 PM	14.00	$ 43.00	$ 602.00
Classroom 5	8:00 AM	10:00 PM	14.00	$ 43.00	$ 602.00
				Facility Subtotal:	$ 12,378.00
			CEP Facility Discount:	75%	$ (9,283.50)
				Facility Total:	$ 3,094.50

Refundable Deposit	Qty	Rate	Total price
Security Deposit - Theater	1.00	$ 1,000.00	$ 1,000.00
Security Deposit - Pavilion	1.00	$ 1,000.00	$ 1,000.00
Security Deposit - Classrooms & Gallery	1.00	$ 250.00	$ 250.00

Staffing	Time In	Time Out	Hours	Rate	Total price
Event Captain A	7:30 AM	3:00 PM	7.50	$ 25.00	$ 187.50
Event Captain B	2:30 PM	10:30 PM	8.00	$ 25.00	$ 200.00
Event Security	5:30 PM	10:30 PM	5.00	$ 36.00	$ 180.00
Event Setup- 2 Staff Members			3.00	$ 55.00	$ 330.00
Event Breakdown - 2 Staff Members			3.00	$ 55.00	$ 330.00
Post Event Cleaning - 2 Staff Members			4.00	$ 45.00	$ 360.00
				Event Staffing Total:	$ 1,587.50

Production Staffing					
Technical Supervisor	7:30 AM	3:30 PM	8.00	$ 50.00	$ 400.00
OT/Technical Supervisor	3:30 PM	7:30 PM	4.00	$ 75.00	$ 300.00
DT/Technical Supervisor	7:30 PM	10:30 PM	3.00	$ 100.00	$ 300.00
Technical Supervisor Assistant	7:30 AM	3:30 PM	8.00	$ 30.00	$ 240.00
OT/Technical Supervisor Assistant	3:30 PM	7:30 PM	4.00	$ 45.00	$ 180.00
DT/Technical Supervisor Assistant	7:30 PM	10:30 PM	3.00	$ 60.00	$ 180.00

All pending quotes expire 30 days from the original date unless the the quote has been approved by the client, and the Facility Rental Agreement has been nogotiated.

Quote

School of Arts & Culture
Mexican Heritage Plaza

1700 Alum Rock Avenue, San Jose CA 95116 | Tel (408) 794-6240 | Fax (408) 271-9920

Lighting Operator	7:30 AM	3:30 PM	8.00	$ 40.00	$	320.00
OT/Lighting Operator	3:30 PM	7:30 PM	4.00	$ 60.00	$	240.00
DT/Lighting Operator	7:30 PM	10:30 PM	3.00	$ 80.00	$	240.00
Sound Operator	7:30 AM	3:30 PM	8.00	$ 40.00	$	320.00
OT/Sound Operator	3:30 PM	7:30 PM	4.00	$ 60.00	$	240.00
DT/Lighting Operator	7:30 PM	10:30 PM	3.00	$ 80.00	$	240.00
				Production Staffing Total:	$	3,200.00

Furniture Rental

	Qty	Rate	Total price
tbd	0.00	$ -	$ -
		Furniture Total:	$ -

AV Equipment Rental

Wireless Microphone	7.00	$ 80.00	$ 560.00
Music Stands	25.00	$ 10.00	$ 250.00
Orchestra Chairs	30.00	$ 2.50	$ 75.00
		AV Equipment Total:	$ 885.00

Notes:

Subtotal	$	**18,050.50**
Discounts	$	**(9,283.50)**
Refundable Deposit	$	**2,250.00**
	$	**11,017.00**

Payment Record

	Payment Date	Payment	Balance Due	Payment Type
Deposit			$11,017.00	(EFT, Check, Cash, or Credit)

All pending quotes expire 30 days from the original date unless the the quote has been approved by the client, and the Facility Rental Agreement has been nogotiated.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

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

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

- [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: The Tech Museum of Innovation

Address: 201 S. Market St. City: San Jose State: CA Zip: 95127

Phone: (408) 795-6134 Email: ta@thetech.org

SSN: _____ Fed I.D. #: _____

CONTRACT TERM: start dates January 15, 2024 end date June 30, 2025

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

The Tech Academies of Innovation is a partnership with schools and expanded learning programs in underserved communities to build model engineering programs and a network of engineering education leaders to support the teaching of engineering district-wide.

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

____ a. **Fee Rate:** $_____ per _____ Not to Exceed _____ of services.

X b. **Other:** $Zero Cost to the District

Describe other related costs: _____

BUDGET CODE: 010-0000-0-5815-00-1110-1000-000000-305-7221 _____
Accountant Initials

_____ _____
Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: Stan Sallaberry Date: 10/23/23

Director of Fiscal Services: _____ Date: _____

Asst. Supt., of Business Services: _____ Date: _____

Superintendent: _____ Date: _____

DocuSign Envelope ID: 66F 663AD-90AB-4442-83FA-29AAD54C3B74

The Tech
201 S. Market St.
San Jose, CA 95113
1-408-294-8324
thetech.org

TECH ACADEMY COLLABORATION AGREEMENT

This collaboration agreement ("AGREEMENT"), is entered into on January 15, 2024, by and between The Tech Interactive ("THE TECH") at 201 South Market Street, San Jose, CA 95113 and Alum Rock Union School District ("DISTRICT"), and collectively known as the "Parties" to advance the goals and objectives of The Tech Academies Fellowship ("TECH ACADEMIES") program.

1) PURPOSE

The purpose of TECH ACADEMIES is to empower educators in participating districts and expanded learning community-based organizations (CBOs) to develop leadership skills, cross-curricular expertise in integrated engineering instruction and create a growing network of STEM leaders supporting excellence. With an emphasis on communities most impacted by systemic inequities, THE TECH collaborates with school districts and expanded learning (after school) programs to empower educators to become leaders in computational thinking skills and crosscurricular engineering.

2) TERM

The term of this AGREEMENT is the period within which the project responsibilities of this agreement shall be performed. The term commences January 15, 2024 and terminates June 30th, 2025 and may be extended upon written mutual agreement of both Parties.

The intent of this AGREEMENT is to continue a long-term collaboration. Additional agreements will be formed in subsequent years outlining specifics pertaining to each new cohort so long as the collaboration continues to be aligned with both parties' goals and capacity to fulfill collaboration commitments.

3) OBJECTIVES

Mutually supported by the Parties, educators participating in the Tech Academies Fellowship program, identified on Exhibit B, are empowered to develop leadership skills and cross-curricular expertise in engineering and computational thinking instruction. Parties to work together in such a manner that would promote a genuine atmosphere of collaboration and alliance in the support of an effective and efficient collaboration.

It is the desire of the Parties to maintain an on-going collaboration resulting in a growing network of STEM educator leaders building STEM identity and STEM career awareness in their youth through innovative pedagogical approaches.

4) FUND AVAILABILITY

Funding of this work is contingent upon appropriation and availability of program funds, assuming deliverables are met and funding is released.

5) PROJECT SUPERVISION

The representative and individual overseeing The Tech Academies program implementation for The Tech will be Christina O'Guinn, Sr. Director of Educational Partnerships. The representative for DISTRICT to oversee execution and completion of scope of work for this AGREEMENT will be Christine Salloom, POSA Educational Technology/Innovation.

201 S. Market St.
San Jose, CA 95113
1-408-294-8324
thetech.org

6) SERVICES COOPERATION

The Parties to this AGREEMENT shall work together in a cooperative and coordinated effort, and in such a manner and fashion to bring about the achievement and fulfillment of the goals and objectives of this collaboration.

The goals will be accomplished by undertaking the activities specified in Exhibits D and E in accordance with the timelines specified in Exhibit A.

7) AMENDMENT OR CANCELLATION OF THIS AGREEMENT

This AGREEMENT may be amended or modified at any time in writing by mutual consent of both Parties.

In addition, the AGREEMENT may be cancelled by either Party with 30 days advance written notice, with the exception where cause for cancellation may include, but is not limited to a material and significant breach of any of the provisions contained herein, when it may be cancelled upon delivery of written notice to the other Party.

8) FORCE MAJEURE/PANDEMIC

The performance of the Contract is subject to termination without liability upon the occurrence of any circumstances beyond the control of either party (Force Majeure Event) – such as act of God, war, government regulations, terrorism, disaster, strikes (except those involving the employees or agents of the party seeking the protection of this clause), civil disorder, governmental regulation or advisory, recognized health threats as determined by the World Health Organization, the Centers for Disease Control, or local government authority or health agencies (including but not limited to the health threats of COVID-19, H1N1, or similar infectious diseases), curtailment of transportation impossible for a party to perform its obligations under the Contract or which make a party's performance facilities, or another emergency beyond the parties' control, - to the extent that such circumstances make it illegal or commercially impracticable. Under such conditions, DISTRICT agrees THE TECH may amend, reschedule or cancel any activity described in Exhibit A or Exhibit D to reasonably respond to the Force Majeure Event or either party may terminate the Contract without liability pursuance to this paragraph and such termination is conditioned upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical – but in no event longer than ten (10) days – after learning of such basis for termination.

9) MARKETING OR PUBLICITY

THE TECH and DISTRICT may publicize collaborations in TECH ACADEMIES and PATHWAYS in newsletters, websites, board meetings, social media, and open houses. Parties to this AGREEMENT shall have the right to publish the results obtained from their efforts subject to citation specified in Exhibit D-Section I.H. THE TECH will obtain DISTRICT'S approval prior to release for any publicity which includes identifiable information, video or photos of students. Upon request, DISTRICT will assist in obtaining parental release forms for THE TECH, as possible.

Upon mutual agreement and availability, DISTRICT will allow THE TECH to escort other schools/after-school providers and funders to observe engineering programming at DISTRICT's campus. DISTRICT will notify THE TECH of, and TECH staff and other visitors will adhere to, campus visitation policies.

10) GENERAL PROVISIONS

The Parties acknowledge and understand that they must be able to fulfill their responsibilities under this AGREEMENT in accordance with the provisions of the law and regulations that govern their activities. Nothing in the AGREEMENT is intended to negate or otherwise render ineffective any such provisions or operating procedures. The Parties assume full responsibility for their performance under the terms of this AGREEMENT.

If at any time either party is unable to perform their duties or responsibilities under this AGREEMENT consistent with such party's statutory and regulatory mandates, the affected party shall immediately provide written notice to the other party to establish a date for resolution of the matter.

11) RELATIONSHIP OF THE PARTIES

No provision of this AGREEMENT will or shall be deemed to create an association, trust, partnership as defined by 26 CFR § 1.761-1, joint venture or other entity or similar legal relationship between the Parties, or impose a trust, partnership as defined by 26 CFR § 1.761-1 or fiduciary duty, obligation, or liability on or with respect to such entities. Neither Party will have any rights, power, or authority to act or create an obligation, express or implied, on behalf of another Party except as specified in this AGREEMENT.

12) LIMITATION OF RIGHTS

No rights or limitation of rights shall arise or be assumed between the Parties as a result of the terms of this AGREEMENT unless stipulated in this AGREEMENT.

13) ARBITRATION / MEDIATION DISPUTE RESOLUTION

The parties of this AGREEMENT agree that should any dispute arise through any aspect of this relationship, including, but not limited to, any matters, disputes or claims, the parties shall confer in good faith to promptly resolve any dispute. In the event that the parties are unable to resolve the issue or dispute between them, then the matter shall be mediated and/or arbitrated in an attempt to resolve any and all issues between the parties.

The parties agree that any claim or dispute that arises from or through this AGREEMENT, the relationship or and be resolved through final and binding arbitration. Any decision reached by the Arbitrator shall be final and obligations contemplated or outlined within this AGREEMENT, if not resolved through mediation, shall then go to binding and, if required, may be entered as a judgement in any court having jurisdiction.

In the event that any court having jurisdiction should determine that any portion of the AGREEMENT be invalid or unenforceable, only that portion shall be deemed invalid and not effective, while the balance of this AGREEMENT shall remain in full effect and enforceable. This AGREEMENT shall be interpreted and governed by and in accordance with the Federal Arbitration Act 9 U.S.C. §1-16

14) INDEMNIFICATION

DISTRICT agrees, to the fullest extent permitted by law, to indemnify and hold harmless THE TECH, its officers, directors, employees, stockholders, affiliates, agents and subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by DISTRICT'S negligent acts in connection with the AGREEMENT and that of its subconsultants or anyone for whom DISTRICT is legally liable.

201 S. Market St.
San Jose, CA 95113
1-408-294-8324
thetech.org

The Tech agrees, to the fullest extent permitted by law, to indemnify and hold harmless DISTRICT, its officers, directors, employees, stockholders, affiliates, agents and subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by THE TECH's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom THE TECH is legally liable.

15) NOTICE

Notices provided in connection with this AGREEMENT shall be addressed as follows:

a) If to THE TECH:
The Tech Interactive
201 South Market Street
San Jose, CA 95113
Attn: Christina O'Guinn, Sr. Director of Educational Partnerships
Phone: 408-795-6134
Email: coguinn@thetech.org

b) If to Alum Rock Union School District
Alum Rock Union School District
2930 Gay Avenue, San Jose, CA 95127
Attn: Christine Salloom
Phone: 408.928-6528
Email: christine.salloom@arusd.org

16) GOVERNING LAW

This AGREEMENT shall be governed by and construed in accordance with the laws of the State of California.

17) SEVERABILITY CLAUSE

In the event any provision of this AGREEMENT shall be deemed to be severable or invalid, and if any term, condition, phrase or portion of this AGREEMENT shall be determined to be unlawful or otherwise unenforceable, the remainder of the AGREEMENT shall remain in full force and effect, so long as the clause severed does not affect the intent of the Parties. If a court should find that any provision of this AGREEMENT be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

18) ASSIGNMENT

Neither party to this AGREEMENT may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

19) NON-WAIVER

A failure of any Party to enforce at any time any term, provision or condition of this AGREEMENT, or to exercise any right or option herein, shall in no way operate as a waiver thereof.

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20) ENTIRE UNDERSTANDING

The herein contained AGREEMENT constitutes the entire understanding of the Parties pertaining to all matters contemplated hereunder at this time. The Parties signing this AGREEMENT desire or intend that any implementing contract, license, or other agreement entered into between the Parties subsequent hereto supersede and preempt any conflicting provision of this AGREEMENT whether written or oral.

21) AUTHORIZATION AND EXECUTION

The signing of this AGREEMENT does not constitute a formal undertaking, and as such it simply intends that the signatories shall strive to reach to the best of their abilities, the goals and objectives stated in this AGREEMENT.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed in duplicate by their respective duly authorized representatives as of the day and year first written above.

The Tech Interactive	Alum Rock Union School District
By: _____	By: _____
Printed Name: Harvard Sung	Printed Name: Dr. Hilaria Bauer
Title: CFOO	Title: Superintendent
Date: _____	Date: _____

DS
DR

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EXHIBIT A
TIMELINES-DISTRICTS

Fellowship Timeline

	Fellowship Calendar Year 2024	Fellowship Calendar Year 2024-2025
January	Complete educator pre-participation surveys CoP #1	Continue Independent Learning Component #3 (if extended)
February	Complete student pre-participation survey Begin Independent Learning Component #1	Complete Independent Learning Component #3 before administering student post-participation surveys Begin to administer student post-participation surveys
March	Complete Independent Learning Component #1 Fellows teach engineering lesson #1 to students Consultation with District/ Site administrator on approval of focus project/ PD action plan	Complete student post- participation surveys
April	CoP #2 Continue consultation with District/ Site administrator on approval of focus project and PD action plan	Educator post- participation surveys Observations of fellows delivering PD must be completed by Graduation
May	Begin Independent Learning Component #2 Finalize and approve focus project and PD action plan with District/Site Administrator	Graduation PD and evaluation incentives paid
June	Complete Independent Learning Component #2	
July	July 15-25, 2024 Summer Institute July 25, 2024 Summer Institute Showcase	

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	Fellowship Calendar Year 2024	Fellowship Calendar Year 2024-2025
August	Summer stipends paid Fellows to use Engineering or CT Skills to build classroom culture	
September	CoP #3 Fellows teach engineering lesson #2 to students	
October	Begin Independent Learning Component #3 with Tech Academy staff support	
November	Continue Independent Learning Component #3	
December	CoP # 4 Complete Independent Learning Component #3 (If needed, can extend Independent Learning Component #3 until March.)	

	2025 Fellow Recruitment/ Enrollment (2024)
January	Begin recruitment strategy meetings with District and Tech Academies Staff
February	Complete recruitment/ selection meetings with District and Tech Academies Staff
March	District submits final Selection 2 fellows and up to 4 alternates (provide names **by March 1, 2024**)
April	Begin enrollment
May	Continue enrollment
June	Complete enrollment

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EXHIBIT B
PARTICIPATING EDUCATORS - SCHOOL DISTRICT

Please list all educators who will be participating in the upcoming Fellowship program and Summer Institute. Alternates, who will be accepted as space permits, may also be listed in the appropriate table below.

#	Participant Name	School/Site	Program
1	**Danielle Letts**	**Hubbard Media Arts Academy**	**2024-2025 Fellowship**
2	**Kareen Rivas**	**Ryan STEAM Academy**	**2024-2025 Fellowship**
3			
4			

#	Alternate Name	School/Site	Program
1			
2			
3			
4			

Payment Information - See Exhibit D for more information on stipends.

2024 Fellowship– School Districts
Stipend paid to the educator in September for Summer Institute and June for completion of professional development requirement. Alternates will earn stipends only if accepted into the Fellowship program.

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EXHIBIT C
THIRD PARTY PAYER FORM

Complete this form stipulating participants to whom The Tech will pay stipends on behalf of the DISTRICT upon approval by the PARTNER. Payments will only be made to educators participating in the Tech Academies Fellowship programs. Payment will be made via electronic payments or mailed checks to the address on the payee's W-9.

Partner Information for Stipend Approval				
District Name	**Alum Rock Union Elementary School District**			
Address	**2930 Gay Avenue San Jose, CA 95127**			
Contact Name	**Kolvira Chheng**		Title	**Superintendent of Business Services/CBO**
Contact Phone	**408-928-6847**	Contact Email		**kolvira.chheng@arusd.org**

Payee Information*	
Check made payable to:	**Danielle Letts**
School/Site	**Hubbard Media Arts Academy**

Payee Information*	
Check made payable to:	**Kareen Rivas**
School/Site	**Ryan STEAM Academy**

Payee Information*	
Check made payable to:	
School/Site	

Payee Information*	
Check made payable to:	

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School/Site	

Payee Information*Payee Information (Alternate) *	
Check made payable to:	
School/Site	

Payee Information (Alternate)*	
Check made payable to:	
School/Site	

Payee Information (Alternate)*	
Check made payable to:	
School/Site	

Payee Information (Alternate)*	
Check made payable to:	
School/Site	

* Payee must submit a US Tax Withholding and Reporting form W-9 to receive payments from The Tech.

Grantee Authorization			
I, as an authorized signatory for **Alum Rock Union Elementary School District** , authorize stipend payments to the third parties named above. I understand that **Alum Rock Union Elementary School District** will not be receiving the stipend payments from The Tech. I also understand that my release to a third party does not exempt my District from the stipend requirements outlined in the Agreement and Exhibits terms and conditions.			
Authorized Signature		Date	

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EXHIBIT D
FELLOWSHIP PROGRAM SERVICES COOPERATION- SCHOOL DISTRICT

Tech Academies Fellowship Program

I. The DISTRICT agrees to:

A. Schedule Superintendent or Asst. Superintendent and district Fellowship representative to meet with THE TECH one to two times each year to form an annual agreement, ensure alignment of The Tech Academies program with the goals of the district, work together on identification of core systems that can be leveraged to support district-wide STEM instruction and to make adjustments to collaboration specifics to best meet the needs and goals of both parties.

B. Complete third party payer form (see Exhibit C) for each educator in the current cohort.

C. Support a cohort of fellows specified in Exhibit B to fully participate in The Tech Academies Fellowship program as follows:

1. Per fellow, provide and fund 20-40hours/school year of release time or paid time after regular work hours to ensure full participation of all fellows to:
    a) Attend four (4) half-day Community of Practice ("CoP") meetings and one (1) graduation. January, April, September and December at or near The Tech on Saturday morning between the hours of 8:00 a.m. - 12 noon. Graduation will be held on a weekday evening in April.
    b) Participate Complete a STEAM focus project including engineering and/or computational thinking (CT) - integrated lessons. Project selection will be made based on the school/district needs in collaboration with principal/supervisor. Estimate: 20 hours of self paced professional development (e.g. Hands-on engineering or computational thinking curriculum integration).
2. Principals/fellow supervisors attend a 30-minute planning meeting in the spring with their fellow(s). Approve fellow focus project/ PD action plan to include project details and ensure fellow-led, site-based engineering professional development is scheduled for the following school year.
3. Encourage and support full attendance of all fellows to attend the entire 8-day Summer Institute program to program to prototype and refine the STEAM focus projects. This project will include tools for training non-fellow educators. THE TECH will provide stipends without deductions or withholdings to fellows on behalf of DISTRICT as described in Section II.D.

4. Ensure that fellows have resources to provide classroom instruction including:
    a) Access to hands-on materials for engineering lessons,
    b) Computers,

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c) Freely available computer programming environment where students can create programs (e.g. Scratch, CS First),

d) Time identified in their regular teaching schedule of core classes to teach at least one (1) engineering lesson each school year to their students, and

e) Opportunities to deliver this instruction with another educator's core students if fellows do not work directly with students.

D. Support logistics for each fellow to deliver one (1) one-hour engineering professional development session to at least three (3) non-fellow educators during regular (contracted) work hours. Support includes:

1. Invitation of The Tech staff to observe each fellow delivering at least one (1) hour of professional development in their district/organization in order to be formally recognized as an Engineering Education Leader (EEL).

E. Upon mutual agreement, support release time for fellows to attend and co-present The Tech's learning model at an educator conference. The Tech will cover reasonable costs to attend including travel.

F. Provide time and means for each fellow to submit the following surveys and evaluations:

1. an educator pre-participation survey
2. student pre-participation surveys with a class of students at the beginning of Fellowship,
3. student post- participation surveys with a class of students at the end of Fellowship,
4. an educator post-participation survey in the spring of the second year of Fellowship, and
5. educator workshop evaluations throughout the Fellowship.

Computers are required for completion of on-line student and educator surveys. DISTRICT agrees to send home Parent Consent Form and allow at least one (1) week for parents to opt out before administering student evaluations. Parents/guardians may opt out their students from survey participation via the Parent Consent Form – Tech Academies (Exhibit E).Note: Student surveys will not collect personal data that can be used separately or in combination to identify individual students.

G. Designate one or more district-level representatives to:

1. Act as the point of contact for at least two (2) virtual meetings on recruitment and selection of participants in The Tech Academy Fellowship program and securing support from school administrators.
2. Recruit and select at least two (2) and up to six (6) educators for fellowship to participate in the next cohort of TECH ACADEMIES;
    a) Up to two (2) to participate in the upcoming cohort,

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b) Up to four (4) alternates should any participant leave before program commences. Alternates not selected for a Fellowship spot will be placed on a wait list and may still participate if a spot becomes available and the DISTRICT supports release time for participation.

c) Names and contact information of next school-year's fellows to be provided to THE TECH by March 1 and must meet the following criteria:

(1) Classroom or expanded learning educator of core subjects (ELA, math, science, social studies, RSP) or CTE in grades K-12;

(2) Enthusiastic and committed to the full 12-16 month program requirements;

NOTE: Fellows cannot be replaced after the 2-year fellowship commences in January and may be dropped from the program in any of the following circumstances:

(a) Misses any combination of two (2) CoPs or observations,

(b) Misses more than seven (7) hours of Summer Institute,

(c) Demonstrates an unwillingness to participate or behaves in a manner that negatively impacts the learning goals of other participants

(d) Leaves the employ of the DISTRICT at any time during the 12-16 month Fellowship.

(e) Has completed 9 or less hours of independent learning by April of 2024.

d) Supported by an administrator/supervisor to provide professional development to other educators in the second half of the program

H. Include on all publications that result from work under this agreement acknowledgement that "This project was supported by a Grant awarded **to The Tech by The Davidson Family Foundation, Genentech, Hitz Foundation, The Krause Foundation, Leo M. Shortino Family Foundation, Tech CU and J.A. Unruh Family Foundation.**"

II. THE TECH agrees to:

A. Meet with the Superintendent or Asst. Superintendent of the District one to two times each year to ensure alignment of TECH ACADEMIES with the goals of the DISTRICT and to make adjustments, if necessary.

B. Provide technical assistance in the form of consulting on district-wide STEM structures/plans, brokering of resources, coaching, observations and opportunities to network with other engineering, Project Based Learning, and STEAM community, higher education and industry programs in support of district-wide STEM implementation.

C. Develop content, support self-paced professional development opportunities customized to fellow's needs, plan agendas, procure materials, coordinate logistics/communication, and co-facilitate:

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1. Four (4) half-day CoP meetings, Fellowship graduation and one (1) observation. Content will focus on effective engineering/STEM instruction, and development of critical 21st Century Skills.
2. One (1) eight-day Summer Institute for fellows with a focus on co-developing individual STEAM focus projects. Content will focus on NGSS and CCSS-aligned, cross-curricular, engineering or computer science lesson development, engineering and computer science facilitation and leadership skills. The Tech staff will collaborate with Engineering Education Leaders, San Jose State University (SJSU) Jay Pinson STEM Education Program and STEM Professionals to co-facilitate these Summer Institutes.
3. Reflections on engineering/CT lessons by fellows during the Fellowship.
4. Observations of fellows delivering professional development on engineering/CT instruction to at least three (3) non-fellow educators.
5. Report to the District the days and times fellows are attending CoP sessions and documentation related to the Independent Learning Components 1-3. Independent Learning documentation may include dated certificates of completion, estimated time for completion of each assignment, log-sheet from fellow of date/ times worked on each assignment, sign-in sheets, or other verification of participation. Total hours for approved Independent Learning Components not to exceed 20 hours. Any additional independent learning opportunities will be outside of the scope of this agreement. Fellows will be directed to their district for approval.

D. Pay stipends, on behalf of the DISTRICT and with DISTRICT approval including verification of continued employment, to each fellow upon completion of the following:
   1. Full time attendance at the entire two-week Summer Institute program and completion of a co-developed engineering or computer science lesson/tools for training other educators.
      a) Stipend not to exceed $2,100 for completing full fifty (50) hour program and the completion of an individualized field trip. An additional stipend of $100 will be paid if in-person meals are not provided during Summer Institute.
      a) $200 will be deducted for each day that a participant misses more than an hour of Summer Institute. In the event of unforeseeable circumstances (i.e. illness, family emergency) and with pre-approval from The Tech, participants will have opportunities during the Summer Institute to make up hours missed (up to 7 hours).
      b) Except at the sole discretion of The Tech, no stipend will be paid for any fellow missing more than seven (7) hours of the Summer Institute. Partial stipends may be approved in the event of unforeseeable circumstances. No stipend will be paid to any fellow failing to continue employment with DISTRICT at the start of the new school year.

   2) Implementation of a baseline survey with at least 1 class of students of each fellow by February, 2024.

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a) Provide additional non-cash incentives in value of up to $100, to fellows upon completion of this requirement.

3) Implementation of a student post-participation survey with at least 1 class of students and completion of an educator post-participation survey by April, 2025.
   a) An amount not to exceed $150 to each fellow up will be paid to each fellow upon demonstrating completion of this requirement. Only one stipend will be paid per fellow.
4) Delivery of one (1) hour of professional development on engineering or computational thinking instruction to at least three (3) non-fellow educators within the school, district or expanded learning organization and completion of student and educator pre- and post-participation surveys.
   a) An amount not to exceed $200 will be paid to each fellow upon demonstrating completion of this requirement including submitting an agenda(s) and sign-in sheet(s). Only one stipend will be paid per Fellow.

B. As possible, provide additional non-cash incentives in value of up to $50, not to exceed $250 per site, to non-fellow educators upon completion of two (2) hours of professional development related to The Tech Academies learning model and facilitated by a current participant.

C. Pay for reasonable conference travel expenses for co-presenters of THE TECH'S learning model. Travel expenses must be pre-approved in writing by THE TECH and will be reimbursed through THE TECH'S current reimbursement procedures.

D. Develop pre- and post- evaluation instruments, analyze data and share results with district schools and expanded learning CBOs.

E. Provide parent opt-out form in English, Spanish and Vietnamese.

F. Provide suggested Local Control and Availability Plan (LCAP) language for the Tech Academies Fellowship.

G. Provide Tech Academies Fellowship brochure, PowerPoint presentation, website, informational webinars and other recruitment and selection supports to DISTRICT representatives.

H. Notify of available corporate donations, grant-funded field trip opportunities, and additional professional development opportunities offered through THE TECH'S Bowers Institute

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EXHIBIT E
PARENT CONSENT FORM- TECH ACADEMIES

Opt-Out of Evaluation & Research Form:
Students participating in the Tech Academies Evaluation

DESCRIPTION: Your student is invited to participate in a survey and computer-based learning game to better understand your student's experience with The Tech Interactive's Tech Academies program. Your student's teacher is participating in The Tech Academies program to improve STEM (Science, Technology, Engineering, and Math) instruction in schools with a focus on engineering and computer science. The goal of this evaluation project is to understand what students are learning about engineering and computer science and to see how their interest in these areas change. The learning game is also part of a Stanford research study helping Stanford to assess how students learn in programs like The Tech Academies program.

If you do not want your child to participate in this survey or learning game, you have 1 week to inform us. You may inform us by signing below and sending this form back with your child. If you decide to send the form back with your child, please have them give it to their teacher by _____.

RISKS AND BENEFITS: The risks associated with this survey and learning game are none. The benefits which may reasonably be expected to result from this survey and learning game are none. We cannot and do not guarantee or promise that your child will receive any benefits from this survey or learning game. Your decision whether or not to allow your child to participate in this survey or learning game will not affect your child's grades or participation in school.

TIME INVOLVEMENT: Your child's participation in the survey and learning game will take between 30-45 minutes in the spring.

SUBJECT'S RIGHTS: If you have read this form and have decided to allow your child to participate in this evaluation project, please understand your child's participation is voluntary and your child has the right to withdraw his/her consent or discontinue participation at any time without penalty or loss of benefits to which he/she is otherwise entitled. Your child has the right to refuse to answer particular questions. If your child decides not to participate in the evaluation project, the student retains the right to any information or data he/she has provided up until point of withdrawal. Your child's individual privacy will be maintained in all published and written data resulting from this evaluation project.

CONTACT INFORMATION:
If you have any questions or concerns about this survey then please reach out to Christina O'Guinn, Senior Director of Educational Partnerships for The Tech Interactive. You can contact her by email at coguinn@thetech.org or by phone at (408) 795-6134. If you have any questions or concerns about the learning game, please reach out to Stanford project manager Doris Chin at

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dbchin@stanford.edu. If you have questions about your or your child's rights as a study participant or are dissatisfied at any time with any aspect of this study, you may contact (anonymously, if you wish) the Administrative Panels Office at Stanford University, Stanford, CA, 94305-5401 or by phone at 1-650-723-2480 (feel free to call collect).

If you do NOT give consent for your child to participate in this survey or learning game, then please fill out this form and return it to the school office.

Child's Name (Please print)

Child's School

Signature(s) of Parent(s), Guardian or Conservator

Date

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Board Ready Memo

To: Hilaria Bauer, Ph.D., Superintendent

From: Denisse Mendez, Director of Child Nutrition Services

Re: MOU Work Site Agreement with Chef Ann Foundation and Foundation for California Community Colleges

Date: November 9, 2023

Description of services being provided:

Alum Rock Union Elementary Child Nutrition Services will be partnering with Chef Ann Foundation (CAF) to serve as a host workplace for their Healthy School Food Pathway Pre-Apprenticeship Program. In this program, five ARUSD Child Nutrition Assistants will take part. The aim of this program is to provide ARUSD CNS staff with the chance to participate in Institute courses and coursework through virtual Zoom-based learning sessions. They will also gain practical experience while performing their daily CNS duties, focusing on operating K-12 meal programs and mastering scratch cooking techniques for preparing school menus. Throughout the 7-week program, participants will maintain their regular CNS work hours with the opportunity to receive a stipend for additional 12 hours per week.

Recommendation:

Staff recommends that the Board of Trustees approve the MOU with Chef Ann Foundation and Foundation for California Community Colleges at no cost.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: **BUSINESS OFFICE** Contract No.: _____ Vendor No.: 300792

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:

- [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: Chef Ann Foundation

Address: 5485 Conestoga Court City: Boulder State: CO Zip: 80301

Phone: (617) 448-9351 Email: mara@chefannfoundation.org

SSN: _____ Fed I.D. #: 26-2496810

CONTRACT TERM: start dates November 10, 2023 end date June 30, 2024

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

Child Nutrition Services will be partnering with Chef Ann Foundation (CAF) to serve as a host worksite for their Health School Food Pathway Pre-Apprenticeship Program where five ARUSD Child Nutrition Assistants will participate in a 7 week virtual-based learning sessions (Fall and Spring) and gain practical on-site experience.

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

____ a. **Fee Rate:** $_____ per _____ Not to Exceed _____ of services.

X b. **Other:** $No Cost - contract will end on June 30, 2024

Describe other related costs: _____

BUDGET CODE: 130-5310-0-5815-00-0000-3700-000000-480-3700 _____ 10/31/23
Accountant Initials

_____ _____
Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: 10/31/23

Director of Fiscal Services: _____ Date: 10/31/23

Asst. Supt., of Business Services: _____ Date: 10/31/23

Superintendent: _____ Date: _____

WORK SITE AGREEMENT

Between

Chef Ann Foundation,

Alum Rock Union School District, and

Foundation for California Community Colleges

The Agreement below describes the roles and responsibilities of both Chef Ann Foundation herein after CUSTOMER and Alum Rock Union School District herein after WORK SITE, in relation to the placement of Career Catalyst Program PARTICIPANTS ("PARTICIPANTS") placed at WORK SITE. PARTICIPANTS are employees of the Foundation for California Community Colleges ("FOUNDATION"). FOUNDATION will act as employer of record for the PARTICIPANT and provide all payrolls and associated costs (i.e., workers' compensation, taxes, etc.). The FOUNDATION provides workers' compensation coverage for PARTICIPANTS.

1. WORK SITE Responsibilities

1.1 WORK SITE agrees to provide identified PARTICIPANTS with the opportunity to work in the capacity of Healthy School Food Pathway Pre-Apprentice, which will enhance long term employability skills through work exposure (career exploration) and to gain entry level work readiness skills (work maturity) for future employment opportunities. WORK SITE shall train the PARTICIPANT in work maturity skills and work readiness skills and in accordance with the agreed upon workplace competencies (See Attachment A, attached hereto and incorporated by reference, for Training Outline).

1.2 WORK SITE shall have the responsibility for the day-to-day control and supervision of PARTICIPANTS and must provide PARTICIPANT with supervision, training, and work assignments in accordance with the job description and in compliance with all federal, state and local laws.

1.3 WORK SITE shall allow for monitoring visits by representatives of the FOUNDATION and CUSTOMER.

1.4 WORK SITE shall notify CUSTOMER and FOUNDATION if any position is subject to any state, federal or local minimum or prevailing wage requirements, or subject to the terms of a collective bargaining agreement prior to PARTICIPANT on-boarding.

1.5 WORK SITE shall not entrust PARTICIPANTS with the care of unattended premises, or unsupervised custody or control of cash, credit cards, valuables, or other similar property without the prior written approval of the FOUNDATION.

1.6 WORK SITE shall ensure PARTICIPANTS receive meal and rest breaks in compliance with both California Law and the FOUNDATION's Policy and Procedures manual. WORK SITE agrees to accurately track and provide to CUSTOMER and FOUNDATION a time record for all hours worked by each PARTICIPANT on a bi-weekly basis. The time record shall include all of the PARTICIPANT's start and end times, as well as meal period and rest breaks. WORK SITE will be responsible for ensuring PARTICIPANT's enter and approve accurate timesheets. Billed rates will be increased to reflect overtime hours worked and meal period premiums according to state or local law.

1.6.1 If WORK SITE submits a request to offboard a PARTICIPANT, WORK SITE shall notify CUSTOMER at least 4 days in advance of the requested last day of work (includes when PARTICIPANT completes his or her work experience); WORK SITE shall also notify CUSTOMER immediately in the event a PARTICIPANT voluntarily quits his or her work experience. If WORK SITE fails to notify CUSTOMER in accordance with this term, WORK SITE shall be responsible for compensating CUSTOMER for payments made to PARTICIPANT for the costs of waiting time penalties, per Labor Code section 203.

1.7 WORK SITE shall provide the PARTICIPANT with supervision, safety instructions and safety related equipment that is required and/or is reasonable to protect against injury and/or illness while working at the WORK SITE. Where special clothing or equipment is provided to the WORK SITE's employees, the same shall be provided to the PARTICIPANT.

1.8 WORK SITE shall ensure that the PARTICIPANT is exposed to all the customary practices of the WORK SITE and the normal requirements of the job, including the WORK SITE's personnel practices and policies.

1.9 WORK SITE shall maintain the confidentiality of any information regarding the PARTICIPANT or his/her immediate family, which may be obtained through application forms, interviews, reports, or any other source.

1.10 WORK SITE shall immediately notify CUSTOMER and FOUNDATION if a case of COVID-19 is detected at the WORK SITE, which includes but is not limited to an instance where a PARTICIPANT or WORK SITE staff tests positive for COVID-19, or a third-party that closely interacts with PARTICIPANT or WORK SITE staff tests positive for COVID-19.

1.11 WORK SITE may, in compliance with Federal and California law and at its sole cost and expense, require PARTICIPANTS to undergo a physical examination.

2. CUSTOMER Responsibilities

2.1 CUSTOMER will visit the WORK SITE intermittently, (which may include virtual visits), but at least on a monthly basis for the purpose of monitoring this agreement and reviewing PARTICIPANT progress.

2.2 CUSTOMER, through the FOUNDATION, will provide case management services for the PARTICIPANTS, including managing all employment paperwork and on-boarding of

PARTICIPANT.

2.3 FOUNDATION, on behalf of CUSTOMER, shall compensate any PARTICIPANT for any hours, as reported by CUSTOMER to FOUNDATION, worked by PARTICIPANT while the PARTICIPANT performs the work specifically described herein, specifically in paragraph 1.1. CUSTOMER shall ensure all the following:

1. Any compensation reported to FOUNDATION shall only be in excess of the PARTICIPANT'S regularly scheduled work hours with the WORK SITE.
2. Compensation to a PARTICIPANT shall not exceed 12 hours per week for a maximum duration of 7 weeks for any PARTICIPANT enrolled in the Pre-Apprenticeship program.
3. PARTICIPANT'S total working hours in a week shall not exceed 40 hours per week, and the PARTICIPANT shall not be compensated hereunder for any hours exceeding 40 hours per week.

The rate of compensation shall be set forth in Attachment A, which may be modified by CUSTOMER from time-to-time in CUSTOMER'S sole discretion, provided that it complies with all applicable laws and/or agreement.

3. Compliance with Federal, State, and Local Laws

3.1 PARTICIPANTS must complete all legally required documentation and provide valid documentation to CUSTOMER prior to beginning paid work experience at the WORK SITE.

3.2 If PARTICIPANTS over the age of 18 do exceed 8 hours per day or 40 hours per week, WORK SITE will be responsible for payment of overtime to the PARTICIPANT. WORK SITE will ensure that no PARTICIPANT exceeds 100 hours for Pre-Apprenticeship. This number cannot exceed 1000 hours per PARTICIPANT per year unless classified as a Student Assistant with CUSTOMER and FOUNDATION approval.

3.3 WORK SITE certifies that it provides a drug-free workplace, required by the California Drug-Free Workplace Act of 1990 (Government Code section 8350 et seq.).

3.3 WORK SITE shall comply with all applicable federal, state and local laws and regulations to a safe and accessible work environment, including but not limited to, federal and state Occupational Safety and Health Administration ("OSHA") laws and regulations, including the recording of workplace injuries on CUSTOMER's OSHA 300 logs. WORK SITE agrees to provide PARTICIPANTS with new-hire safety orientation and regular safety training and meetings in accordance with Cal-OSHA for the WORK SITE's industry.

3.4 WORK SITE shall comply with the requirements of the Fair Labor Standards Act, the California Labor Code, the California Industrial Wage Orders, Title VII of the Civil Rights Act of 1964, the Fair Employment and Housing Act, the Hatch Act, the Age Discrimination in Employment Act, the Americans with Disabilities Act, Workforce

Innovation and Opportunity Act ("WIOA"), and all other federal, state, and local laws and regulations governing the hiring or employment of PARTICIPANT.

3.4.1 If the regulations promulgated pursuant to WIOA are amended or revised, it shall comply with them or will notify CUSTOMER within 30 days after promulgation of the amendments or revision that it cannot so conform.

3.5 WORK SITE shall ensure that PARTICIPANTS under the age of 21 will not have access to, distribute, sell, serve, or come in contact with alcohol or tobacco products. For those individuals over age 21, the WORK SITE shall ensure the individual receives proper training for selling, pouring, distributing alcohol and tobacco products. Violation of this policy will result in termination of the WORK SITE agreement.

3.6 WORK SITE shall not participate in the Career Catalyst program if experiencing abnormal labor conditions such as strikes, lockouts, or layoffs and the work experience PARTICIPANT will dislocate or affect employment or promotional opportunities for the WORK SITE's current or laid-off employees.

3.7 WORK SITE and/or the PARTICIPANT shall not be involved in training activities, which assist, promote, or deter union organization.

3.8 PARTICIPANT shall not be employed on the construction, operation, or maintenance of any facility as is used or to be used for sectarian instruction, or as a place for religious worship.

3.9 WORK SITE management shall inform CUSTOMER immediately if they become aware that there is an employee or other person at the WORK SITE that PARTICIPANT may come into contact with that is listed as a Registered Sex Offender.

3.10 WORK SITE and CUSTOMER agree to the retention of all required records, as per 29 CFR 95.53, for no less than 3 years following the completion of this agreement.

3.11 WORK SITE shall comply with all applicable federal, state, and local orders, advisories, and guidelines on COVID-19 related workplace restrictions and notification obligations, including but not limited to those from the Center for Disease Control and Prevention (CDC), the California Department of Public Health (CDPH), the California Division of Occupational Safety and Health of California, local county, or any other applicable government entity. WORK SITE and CUSTOMER agree that PARTICIPANTS will be required to show proof of COVID-19 vaccination prior to beginning paid work experience at the WORK SITE. If PARTICIPANT is unable to provide proof of vaccination, WORK SITE and CUSTOMER agree to enter an interactive process with the PARTICIPANT and provide appropriate accommodation due to a sincerely held religious belief or disability, as well as an option for weekly testing in compliance with CDC or Department of Labor guidelines.

3.12 In the event that PARTICIPANTS are employed under a full-time employee classification and there is a finding by an applicable court of law that a joint-employment relationship exists between FOUNDATION and WORK SITE, both parties agree that they shall work collaboratively to ensure compliance with all remedial legal obligations, which includes but is not limited to pension enrollment, employer / employee contributions, and defense / indemnity of any claims, administrative actions, litigation, or other proceedings related to pension and fringe benefit obligations.

3.13 PARTICIPANTS must comply with WORK SITE volunteer protocols and processes, such as fingerprint clearances, TB clearance and sex offender database screenings.

4. Term, Termination, Waiver, and Modification

2.3 The period of this Agreement is from July 1, 2023 - June 30, 2024 ("Term").

2.4 CUSTOMER may, in its sole discretion, terminate this Agreement at any time, for any reason, without penalty, and require the removal of the PARTICIPANT from the WORK SITE if determined to be in the PARTICIPANT's or CUSTOMER's best interest. The WORK SITE may terminate this Agreement for any reason, without penalty, upon 15 days written notice to CUSTOMER.

2.5 No modification or waiver of any provisions of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given

5. Worker's Compensation and Employment Claims

2.6 WORK SITE shall immediately notify CUSTOMER and FOUNDATION of any injury and/or Workers' Compensation Claims related to a PARTICIPANT.

2.7 WORK SITE shall promptly report to CUSTOMER and FOUNDATION any claims of harassment, discrimination, and/or claims of any violation of law governing the PARTICIPANT's employment, including allegations or reports of any irregularities or discrepancies by PARTICIPANT.

2.8 WORK SITE must secure CUSTOMER and FOUNDATION's written approval prior to PARTICIPANT's use of motor vehicles or heavy equipment. CUSTOMER must also be in compliance with FOUNDATION's driving policy in the event that a PARTICIPANT uses such motor vehicles or heavy equipment during the course of the program.

6. Insurance and Indemnification

6.1 WORK SITE shall maintain insurance as listed below:

i. Comprehensive commercial general liability, property loss, and personal injury insurance with a combined single limit of no less than one million dollars ($1,000,000.00) per occurrence; The Commercial General Liability Policy shall name CUSTOMER and Foundation for California Community Colleges, its directors, officers, and employees as Additional Insureds.
ii. Workers' compensation as required under the Workers' Compensation and Safety Act of the State of California, as amended from time to time for WORK SITE's employees only (not PARTICIPANTS).

6.2 Each party (CUSTOMER, WORK SITE, and FOUNDATION) agree to indemnify and hold harmless each other party (CUSTOMER, WORK SITE, and FOUNDATION) solely for claims or liabilities arising from gross negligence or willful misconduct.

6.3 FOUNDATION will provide and maintain workers' compensation insurance coverage for PARTICIPANTS.

7. Notices

7.1 All notices and other communications required or permitted to be given under this agreement, including but not limited to any notice of change of address, must be directed to the following individuals:

CUSTOMER:

Mara Fleishman, CEO
Chef Ann Foundation
5485 Conestoga Court
Boulder, CO 80301
617-448-9351
mara@chefannfoundation.org

WORK SITE:

Denisse Mendez
Director of Child Nutrition Services
Alum Rock Union School District
2930 Gay Ave
San Jose, CA 95127
408-928-6905
denisse.mendez@arusd.org

FOUNDATION

Workforce Development
Foundation for California Community Colleges
1102 Q Street, Suite 4800
Sacramento, CA 95811
916-498-6723
careercatalyst@foundationccc.org

The parties each represent and warrant that the signatories below are authorized to sign this agreement on behalf of themselves or the party on whose behalf they execute this agreement.

THE PARTIES HEREBY EXECUTE THIS AGREEMENT with their signature below.

CUSTOMER	WORK SITE
By: _____	By: _____
Print Name: _____	Print Name: Hilaria Bauer, Ph.D.
Title: _____	Title: Superintendent
Date: _____	Date: _____

FOUNDATION
By: _____
Print Name: _____
Title: _____
Date: _____

ATTACHMENT A to Job Site Agreement

(if Applicable)

TRAINING OUTLINE:

Job Site Name: Alum Rock Union School District

Job Site contact person & phone number: Denisse Mendez, 408-928-6905

Pre-Apprenticeship

Total Weeks / Hours: 7 weeks / 12 hours per week

Total hours authorized per week: 12

Hourly compensation: $16.00

Scheduled date of completion: Fall– December 15, 2023 and Spring - June 1, 2024

SPECIFICS SKILLS TRAINING OUTLINE:

See Attached Syllabus

JOB TITLE AND DETAILED DESCRIPTION:

See Attached Job Description

Modifications to Work Site Agreement

Section	Revised Language	Justification	Foundation Program and Legal Approval
1.1	Remove "and apprentice"		Approved 10/23
2.3	2.3 FOUNDATION, on behalf of CUSTOMER, shall compensate any PARTICIPANT for any hours, as reported by CUSTOMER to FOUNDATION, worked by PARTICIPANT while the PARTICIPANT performs the work specifically described herein, specifically in paragraph 1.1. CUSTOMER shall ensure all the following: Any compensation reported to FOUNDATION shall only be in excess of the PARTICIPANT'S regularly scheduled work hours with the WORK SITE. Compensation to a PARTICIPANT shall not exceed 12 hours per week for a maximum duration of 7 weeks for any PARTICIPANT enrolled in the Pre-Apprenticeship program PARTICIPANT'S total working hours in a week shall not exceed 40 hours per week, and the PARTICIPANT shall not be compensated hereunder for any hours exceeding 40 hours per week. The rate of compensation shall be set forth in Attachment A, which may be modified by CUSTOMER from time to time in CUSTOMER'S sole		Approved 10/23
3.2	Remove "950 hours total for Apprenticeship and"		Approved 10/23
Attachment A	Remove "Apprenticeship Job Description"		Approved 10/23

California Community Colleges

CHEF ANN FOUNDATION
Changing the way we feed our kids

PROGRAM: Healthy School Food Pathway Pre-Apprenticeship

TERM: Fall: October - December, Spring: April - May

PRE-AND COREQUISITES: None

PROGRAM DESCRIPTION:
Chef Ann Foundation (CAF) and California's Community Colleges have partnered in the development of a Pre-Apprenticeship program that will support education and workforce development for healthy school food in California. The Pre-Apprenticeship will provide California's Community College students, incumbent school food service staff, and displaced or transitional workers in related industries with education and hands-on experience in operating healthy K-12 school meal programs.

LEARNING OBJECTIVES:
Upon completion of the Pre-Apprenticeship, the student should be able to:

- Demonstrate knowledge of reimbursable meals in Offer Versus Serve settings.
- Monitor and record food temperatures to ensure food safety.
- Demonstrate familiarity with facilities, equipment, and supplies in relation to school food operations.
- Exhibit competency in proper safety and sanitation practices in kitchen facilities, including prep/serving areas, equipment and utensils.
- Support receiving supplies, equipment, and other goods.
- Understand the importance of food rotation and proper food storage
- Properly handle cooked and raw food items in accordance with food safety standards.

Upon completion of the pre-apprenticeship, the student should have made progress in the following learning objectives:

- Effectively operate the Point of Sale system.
- Cook foodstuffs according to menus, special dietary or nutritional restrictions, or number of portions to be served.
- Support planning and implementation of school food menu cycles.
- Interpret meal pattern charts.
- Understand the meal crediting processes and demonstrate the ability to interpret credits.

- Support the planning and implementation of a school food tasting or sampling event.
- Communicate with different stakeholders (incl. students, faculty, staff, partners, vendors, administrators) about the school food program.
- Display knowledge of free and reduced-price meals in school food programs vs Universal Meals, including applications, funding rates and verification processes.
- Demonstrate familiarity with different jobs and responsibilities in school food programs.
- Maintain and interpret production records.
- Understand types of school breakfast service and corresponding operational needs.
- Participate in vendor relations, with the ability to interface with both local vendors and broadline distributors.
- Handle the requisition of food supplies, kitchen equipment, and appliances, based on estimates of future needs, as applicable.
- Complete, maintain, and interpret food, beverage, supplies, and equipment inventories.
- Support planning and production of school food menu items that are varied, nutritionally balanced and appetizing, taking advantage of foods in-season and/or locally available.
- Read institutional recipes and make adjustments for yield.

HOW WE WILL WORK TOGETHER:

Pre-Apprentices will use a computer that is accessible to them to access all School Food Institute courses and coursework, as well as Zoom-based virtual learning sessions. Successful completion of the Pre-Apprenticeship will be assessed through School Food Institute homework assignments, participation in virtual learning sessions, and completion of 84 hours of in-person work-based learning in your K-12 school district host site. The Pre-Apprentice's K-12 supervisor is responsible for determining achievement of competencies and is required to sign off on all work-based learning hours.

OPPORTUNITIES TO DEMONSTRATE LEARNING:

- *School Food Institute Courses and Readings:* Most modules will include recommended reading directly in the SFI module. It is expected that students will read the material and watch the modules to facilitate their successful completion of SFI assignments. Students will also need to ensure that their assignments receive a satisfactory grade or higher. If an incomplete grade is received on an assignment it will need to be revised based on feedback and re-submitted.

- *Virtual Learning Sessions*: Pre-Apprentices are expected to attend both virtual learning sessions via the Zoom platform. Each session will be recorded and shared. If Pre-Apprentices are unable to attend a virtual learning session for any reason, they should watch the recording on their own time; however, they will miss out on any participatory activities and discussions.

- *Work-Based Learning:* K-12 supervisors will be responsible for determining whether pre-apprentices have achieved the competencies outlined in the Work Plan. They will also track Pre-Apprentice attendance.

- It is expected that pre-apprentices participate in all work-based learning shifts with exemptions for COVID-19.

COMMUNICATION POLICY:

All official communication, notices, and announcements will be distributed through email at the email address provided by the Pre-Apprentice. The Pre-Apprentice is accountable for checking this account regularly and for all program communication sent to it.

DISABILITY SERVICES:

If you require accommodation in this program, please contact Emily Gallivan at the Chef Ann Foundation at emilyg@chefannfoundation.org to discuss your specific needs.

KEY CONTACTS:

For questions related to School Food Institute course materials, contact Sylvia Ng at sylvia.ng@chefannfoundation.org.

For work-based learning support, please reach out to your K-12 host work site supervisor.

For all other inquiries, please reach out to Alejandro Castillo at alejandro.castillo@chefannfoundation.org.

LEARNING OUTLINE:

PRE-APPRENTICESHIP PROGRAM OVERVIEW: Work Based Learning + Related Instructional Hours

- School Food Institute (SFI): 4 courses: 20 hours (4 hours pre-read, 4 hours homework, 12 hours online learning)
- Virtual Learning Sessions: 3 hours (2 sessions, 1.5 hours each)
- Work-Based Learning: 84 hours (12 hours x 7 weeks)

WEEKLY SUMMARY

Preparation for Pre-Apprenticeship

Onboarding & Submission of Required Documents

Overview of ServSafe Requirement

Week One

SFI: *School Food 101*

Work-based Learning in District

- Introduction to district and school food program: Overview of district enrollment, Free/Reduced lunch population, Average daily participation, other programs
- Shadow Food Service Director: Tour of district kitchens and cafeterias, introduction to staff
- General school food service operation support (e.g., meal prep, serving, cleaning, etc.)

Week Two

SFI: *Ingredients for Healthier Kids*

Work-based Learning in District

- Introduction to Recipes: How School Food Recipes breakdown to meet costing allocations, and nutrition guidelines
- General school food service operation support

Week Three

Work-based Learning in District

- Operations - Front of the House: Meal service in cafeteria, overview of how POS system works in school food
- General school food service operation support

VIRTUAL LEARNING SESSION: Why Scratch Cooking is so Important

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30 Day Probationary Period Ends - Must have completed ServSafe certification

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Week Four

SFI: *Recipes and Menu Development*

Work-based Learning in District

- Introduction to Operations - Back of the House: Continuation of time working on production, overview of packout transportation and flow of food in program
- Recipes/Production: Working on preparation of lunch recipes in kitchen and overview of how scheduling and production schedule works
- General school food service operation support

Week Five

Work-based Learning in District

- Operations - Back of the House: Production
- General school food service operation support

VIRTUAL LEARNING SESSION: Incorporating Local & Sustainability into School Food

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Week Six

SFI: *Salad Bars to Schools*

Work-based Learning in District

- Procurement: Spend time shadowing procurement employees. Learn how orders are placed, purchasing thresholds, vendors, commodities, etc.
- General school food service operation support

Week Seven

Work-based Learning in District

- Marketing: Participate in a tasting/sampling event in school cafeteria
- General school food service operation support



HEALTHY SCHOOL FOOD PATHWAY

Scratch Cooking for the Future

Pre-Apprentice Job Description

Job Summary

The Food Services Pre-Apprentice works with the Director of Food Services, Food Services Administrative Team and Food Services Team preparing food, receiving supplies, working as assigned doing production food preparation, transport pack outs, dish machine and pot washing sink operations, inventory and storage organization and general kitchen cleaning as part of maintaining a safe food production and service environment in the district's kitchens. The Pre-Apprentices are also responsible for weekly learning assignments as defined by the Pre-Apprenticeship Work Process Schedule in the Registered Apprenticeship Standards.

Essential Duties and Responsibilities

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Education and Related Work Experience

- High school diploma, completion of G.E.D., or equivalent vocational school or short term courses, such as commercial trade training, culinary training, and computer training.
- Previous experience in large scale Food Services is preferred.

Licenses, Registrations or Certifications

- Must obtain Servsafe Certificate or State/County Food Handler's Permit by completion of probationary period.
- A criminal background check is required for hire.
- If required by the district, offer is contingent upon passing a physical exam
- Must be eligible to work in the US

Technical Skills, Knowledge & Abilities

- Basic oral and written communication skills
- Basic English language skills
- Intermediate interpersonal relations skills
- Basic math and accounting skills
- Basic personal computer, keyboarding and word processing skills
- Basic customer service and public relations skills
- Intermediate critical thinking and problem solving skills
- Intermediate organizational skills
- Ability to manage confidentiality in all aspects of job
- Ability to manage multiple priorities
- Ability to manage multiple tasks with frequent interruptions
- Ability to understand and follow all HACCP Standard Operating Procedures
- Ability to stand for extended periods of time
- Ability to lift up to 50 lbs on a frequent basis

Other Required Proficiencies

- Must be able to perform tasks on computers and peripherals at time of hire.
- Must have working knowledge of commercial large-scale kitchen equipment prior to hire.

Safety to Self and Others

- Be aware and create, to the best of one's ability, a physically and mentally safe environment for self and others.
- Report all unsafe working conditions.

Safety Equipment

- Sturdy shoes with oil resistant and non-slip soles required
- Food thermometer required (provided)
- Food handler's gloves required (provided)
- Protective gloves for dishwashing required (provided)

The physical demands, work environment factors and mental functions described below are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Physical Demands

- The employee is frequently required to stand; walk; use their hands to finger, handle or feel; reach with their hands and arms; talk; hear; taste and smell (over 2/3 of the time).
- The employee is occasionally required to sit; climb or balance; stoop; kneel; crouch or crawl (up to 1/3 of the time).
- The employee must frequently lift up to 10 pounds (over 2/3 of the time).
- The employee is regularly required to lift and/or move up to 50 pounds and frequently move heavy loads (up to 2/3 of the time).
- The specific vision abilities required by this job include close vision (20 inches or less), distance vision (clear vision at 20 feet or more), ability to identify and distinguish colors, peripheral vision, depth perception and ability to adjust focus.

Work Environment

- While performing the duties of this job, the employee is regularly exposed to non-weather wet or humid conditions (up to 2/3 of the time).
- The employee must occasionally work near moving mechanical parts; work in high, precarious places; be exposed to fumes or airborne particles; be exposed to toxic or caustic chemicals; be exposed to outdoor weather conditions; have risk of electrical shock (under 1/3 of the time).
- The employee is occasionally exposed to non-weather related extreme cold and heat (less than 1/3 of the time). The employee is exposed to very loud noise levels in this position.

Note: The above is intended to describe the essential content of and requirements for the performance of this job. It is not to be constructed as an exhaustive statement of duties, responsibilities or requirements.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Early Learning (School/Dept.) VENDOR NO. _____

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

☑ **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: Debbie Drennan, AT Specialist

Address: 5981 Sorrel Ave City: San Jose State: CA Zip: 95123

Phone: ( ) Email Address: at.ddrennan@gmail.com

SSN: _____ or Fed I.D. #: 079-56-7032

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on November 10, 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").

Virtual Professional learning support on Early Inclusion practices for pre-K through 3rd grade. Trainer to provide a series of virtual trainings on inclusion in early education,

including training on Universal Design, Assistive Technology, and strategies for implementation of assistive technology in the natural routines of a classroom.

4. **COMPENSATION:** District agrees to pay Contractor for services satisfactorily rendered pursuant to this Agreement. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by District within thirty (30) days after Contractor submits an invoice to District for Services actually completed or the portion of the Services for which payment is to be made. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District.

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

✓ b. **Other:** $5,000 (describe rate agreement) _____

$1000 per 2-hour virtual training, up to 5 trainings

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS OFC Initials
120	6053	0	5815	00	0001	1000	000050	065	7394	$5,000	

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

Doc ID: 7b8b8aec737d3f44bf215599ea4030d0acb80a60



Debbie Drennan

ASSISTIVE TECHNOLOGY

Proposal for Early Education Dept, Alum Rock School District, Professional Development in FY 2023-2024

Debbie Drennan, MSW, Certified AT Specialist, Certified Early Inclusion Specialist https://atisinclusion.com/

Scope of Service:

I am a certified AT Specialist, receiving my Certificate in Assistive Technology Applications in 2000 from Cal State Northridge. I also have a certificate in Early Inclusion from Beginning Together, West Ed. I am an experienced trainer in Early Inclusion practices for pre-K through 3rd grade, and Assistive Technology. I propose to provide a series of virtual trainings to provide information and resources to the Early Education team on Inclusion practices, the principles of Universal Design and how to incorporate them in the classroom, and some simple Assistive Technology tools and strategies for implementation to support all learners.

Duration of Service:

November 10, 2023-June 30, 2024

Targeted Outcomes:

- Participants will learn about the Importance of Inclusion in Early Education Classrooms
- Participants will determine how Universal Design Supports ALL Students, Families, Early Educators
- Participants will hear theory and best practices of how Assistive Technology Supports All Learners
- Participants will review how some tools and strategies can be implemented to support full inclusion
- Participants will check resources and URL links to further explore access to materials

Specifications

I propose to present up to 5 2-hour virtual trainings on inclusion in early education, including training on Universal Design, Assistive Technology, and strategies for implementation of assistive technology in the natural routines of a classroom. Participants will come away with resources and links to additional information.

Fees: $1000 per 2-hour virtual training, up to 5 trainings. Exact training dates/topics to be finalized with the Early Learning Team.
Payment: Invoice to be submitted digitally to Debbie Drennan, at.ddrennan@gmail.com. Payments to be made out
Debbie Drennan, AT Specialist and mailed to;
5981 Sorrel Ave
San Jose, CA 95123
Electronic payments can be sent to Venmo, @ATDDrennan

ALUM ROCK
UNION ELEMENTARY SCHOOL DISTRICT
2930 Gay Avenue, San José, CA 95127 · Phone: 408-928-6800 · Fax: 408-928-6416 · www.arusd.org

To: Hilaria Bauer, Ph.D., Superintendent

From: Ed Villarreal, Director of Maintenance, Operation & Transportation

Re: Contract Approval- San Jose Boiler Works

Date: September 21, 2023

Summary:
Due to frequent repair needs for the boilers district-wide, it is necessary to maintain a contract with an experienced and reliable company that can provide emergency repairs.

The District reached out to three (3) companies and San Jose Boiler Works was the only company to respond.

Recommendation:
Staff recommends that the Board of Trustees approve the contract with San Jose Boiler Works in the amount of $15,000 for Fiscal Year 2023- 2024.

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: **San Jose Boiler Works, Inc.**

VENDOR NO: **13223**

ADDRESS: **1585 Schallenberger Road, San Jose, CA 95131**

TELEPHONE NUMBER: **(408) 295-5235**

FAX NUMBER: **(408) 295-6365**

TAX ID NUMBER: **94-2296833**

E-Mail: lorie@sanjoseboiler.com

BOARD APPROVAL DATE: **November 9, 2023**

CONTRACT TERM: From: **November 10, 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 annual boiler cleaning/maintenance district-wide.**

B. Full description of services to be provided and expected results (e.g. services, materials, products and/or reports). Attach Scope of work, proposals exhibit and other pertinent documentation.

BUDGET CODE:

FD	RESC	PY	OBJECT	SB-OB	GOAL	FCTN	CST-CTR	LOC	PROG	AMOUNT
050	8150	0	5815	00	0000	8100	000000	450	8130	$15,000.00

Program Manager/Principal: _____ **Date** 10/25/23

Superintendent: _____ **Date:** _____

Fiscal Approval: _____ **Date:** 10/25/2023
Accountant

Director of Fiscal Services: _____ **Date:** 10/25/23

Asst Supt, Bus Services: _____ **Date:** 10/25/23

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:** **$ 15,000.00 (NTE) FY: 2023 - 2024**

San Jose
BOILER WORKS

PROUDLY SERVING NORTHERN CA SINCE 1922

Alum Rock Union School District:

San Jose Boiler Works will provide maintenance and service repairs to the boilers located at the various schools in the Alum Rock Union School District. This service will be at the direction of the Alum Rock Union School Districts Maintenance Department.

1585 Schallenberger Rd., San Jose, CA 95131 • Ph: (408) 295-5235 • Fx: (408) 295-6365

SANJOSEBOILER.COM

San Jose BOILER WORKS

PROUDLY SERVING NORTHERN CA SINCE 1922

March 1, 2023

As of March 1, 2023 our rate will be as follows:

Monday-Friday:

Standard Rate (between 7:30a-4p) = $243/hour

Overtime Rate (between 4p-6p) = $364.50/hour

Doubletime Rate (between 6p-7:30a) = $486/hour

Weekend & Holiday:

Doubletime Rate = $486/hour

**$74 Flat Fee for Vehicle Overhead and Expenses per visit
**Minimum of a four-hour charge per service call. Charges are portal to portal. (Begin when we leave our shop, and end upon our return.)
**This does not include prevailing wage rates.
****Rates are subject to change without notice**

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Board Ready Memo (contracts under $100K)

To: Hilaria Bauer, Ph.D., Superintendent

From: La Toya Lee

Re: Contract Adjustment Frog Envirnmental INC.

Date: October 24, 2023

Description of services being provided:

ERA Site Evaluation performed by a Qualified Industrial Storm Water Practitioner (QISP)

- Evaluate pollutant sources, drainage areas, and BMPs
- Recommend BMP's and develop compliance plan to eliminate exceedances
- Complete Permit compliant ERA Report by January 1st deadline required by the state
- Update SWPPP with BMPs stated in ERA Report
- Additional amount of $2,850.00 plus $400.00 for contingency totaling 3,250.00

Recommendation:

Staff recommends the Board of Trustees approve the contract adjustment with Frog Environmental INC in the amount of $3250.00.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

PURCHASE ORDER / CONTRACT CHARGE ORDER (POCO)

P.O. No. _____ Contract No. 249019 Contract Original Amount: $3,200

Vendor Name: FROG ENV. INC Vendor No. 022388

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	$3,200.00
Change Order #: 1	$3250.00
Change Order #: _____	$_____
Change Order #: _____	$_____
New Contract Total (including Change Orders)	$6,450.00

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	PRG. TITLE	BUS. OFC
010	0000	0	5815	00	1110	3600	000000	470	3270	$3250		
	0000	0		00			000000					

Reason for Adjustment:

Please increase the MY-249019 by $3,250.00 to pay for pending invoices and the remaining for FY-2023-2024 . Thank you.
Original contract MY 236002. Board approved June 23, 2022 in the amount of $9,600.00 for 3 years. (3,200 per year).

School/Dept.: Transportation Requested by: La Toya Lee

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

10-20-23 Program Manager

_____ Purchasing Manager

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

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

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

PURCHASE ORDER / CONTRACT CHANGE ORDER (POCO)

P.O. No. _____ Contract No. MY 249049 Contract Original Amount: $49,500.00

Vendor Name: Sown to Grow, Inc. Vendor No. 300368

Please check:

_____ Cancel P.O. / Contract
_____ Change Item No.: _____
✔ Increase Amount Line Item No.: 1
_____ Decrease Amount Line Item No.: _____
_____ Add Line No.: _____
_____ Delete Line No.: _____
_____ Add/Change object code to: _____
_____ Add Freight: $_____
_____ Add Tax: _____%
_____ Disencumber
_____ Add/Change Prog. No. to: _____
_____ Other _____

CONTRACTS ONLY

Change Orders:

Contracts Original Amount	$ 49,500.00
Change Order #: _____	$ 9,750.00
Change Order #: _____	$ _____
Change Order #: _____	$ _____
New Contract Total (including Change Orders)	$ 59,250.00

Line #	FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SUB-OBJ 00	GOAL XXXX	FCTN XXXX	COST-CNTR 000000	LOC XXX	PROG XXXX	$AMOUNT	BUS OFC
1	060	7085	0	5815	00	1110	1000	000070	061	7085	$9,750.00	

Reason for Adjustment:

Increase MY 249049, Board approved September 14, 2023 by $9,750.00 to provide services to Renaissance at Mathson.

School/Dept.: Social and Emotional Learning Requested by: Serena Dang

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

_____ Program Manager

_____ Purchasing Manager

Date Requested: 10/13/2023 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.)

Doc ID: a75023e8878334c8df426b6ac13d92ee0c6f74e1

SOWN TO GROW

Alum Rock Union Elementary - 2023-26 (multi-year)

Alum Rock Union Elementary
1990 Kammerer Ave.
San Jose, CA 95116
United States

Reference: 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
Multi-Year Implementation September 15, 2023 - June 30, 2026 Renaissance Academy at Mathson (~317 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	$59,250.00
		Total	**$59,250.00**

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

Questions? Contact me

Colin Gilbert
colin@sowntogrow.com

Sown To Grow
1721 Broadway
Suite 201
Oakland, CA 94612
United States

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

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

Submitted by: Anthony Colonna, Director Special Education

☑ **Independent Contract** ☐ **MOU**

☐ Master Contract

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

Name of Individual/Company: Winsor Learning, LLC

Address: 3001 Metro Dr #480 City: Bloomington State: MN Zip: 55425

Phone: (800) 321-7585 Email Address: _____

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on November 10, 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").

Winsor Learning Inc. will conduct a training for introduction to Multisensory Teaching Methodology and a detailed look at the implementation of Sonday System Reading Intervention Program.

4. **COMPENSATION:** District agrees to pay Contractor for services satisfactorily rendered pursuant to this Agreement. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by District within thirty (30) days after Contractor submits an invoice to District for Services actually completed or the portion of the Services for which payment is to be made. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District.

☑ a. **Fee Rate:** $375.00 person per hour/day of service as may be requested by ARUESD, not to exceed a maximum of 7 people hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.

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

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
080	6500	0	5815	00	5750	1120	000000	380	1820	750.00	
060	3214	0	5815	00	1110	1000	000000	360	7393	1,875.00	

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

Sonday System®

WINSOR LEARNING

Proposal For: (Good until December 15, 2023)	Submit Purchase Orders to:

District/School:	Alum Rock Elementary School District, CA	**Winsor Learning, Inc.**
Contact:	Geinah Nierra	**3001 Metro Dr, Suite 480**
Date Submitted:	11-Oct-2023	**Bloomington MN 55425**
Submitted By:	Rich Geist	**Email: orders@winsorlearning.com**
		Fax: 651.222.3969

Professional Services	Training Description
Sonday System 1: Open Enrollment Training	**Sonday System 1 Reading Intervention** **This training will be an introduction to Multisensory Teaching Methodology and a detailed look at the implementation of Sonday System®1 Reading Intervention Program. This training offers hands-on use of the materials and practical strategies to use with struggling students. Focus is on Sonday System® 1 Instructional Materials, Phonemic Awareness, Phonics, Fluency, Vocabulary, and Comprehension instruction.**

Professional Services		#Attendees	Fee	Total
	Professional Services Total	**7**	**$ 375.00**	**$ 2,625.00**

Please send copy of Tax Exempt Certificate along with Purchase Order. State Sales Tax may apply on digital, products, service, and/or shipping/handling without a Tax Exempt form on file.

Acknowledgement and Agreement: I have read and agree to this Proposal and the attached terms and conditions. I understand that training dates are secured ONLY with the return of this signed proposal.

_____

Signature

_____

Print Name, Title and District/School

Terms and Conditions

The following terms and conditions apply to materials and professional services provided by Winsor Learning, Inc. ("Winsor") to your school/district (your "School"):

1. The details and scope of Winsor's services and materials provided will be as specified in the attached Proposal.

2. FULL DAY TRAINING (On-site or Virtual)

a. Each participant in any Sonday System® training must have their own Sonday System® kit to use for the training.

b. Maximum number of participants for a training day is thirty (30).

c. Payment by means of purchase order, credit card, or check must be received a minimum of thirty (30) days prior to the date of scheduled training.

d. Payment is due within thirty (30) days of receipt of invoice.

e. Payment in full must be made for any training day cancelled less than thirty (30) days prior to the scheduled date.

3. OPEN ENROLLMENT TRAINING (Virtual)

a. Each participant in any Sonday System® training must have their own Sonday System® kit to use for the training.

b. A purchase order or a credit card payment must be received to confirm an attendee in an Open Enrollment training.

c. Payment for open enrollment training cancelled less than fourteen (14) days prior to the scheduled date is non-refundable.

4. Fees paid to Winsor Learning, Inc. include all related training preparation, travel costs, administrative costs and insurance.

5. This Agreement, along with the Proposal attached hereto, constitutes the entire agreement of the parties, superseding any prior oral or written agreements regarding this matter.

11.09

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: **November 9, 2023**

Subject: Approve Out of State Travel, Future of Educational Technology Conference, Orlando, Florida for Christine Salloom (Academic Services), Crystal Madril (Dorsa), Rahma Yunus (Cassell), Arianna Romer (Cureton). Estimated cost $15,208.00

Future of Educational Technology Conference
Orlando, Florida
January 23-26, 2024

Staff Analysis: FETC is one of the nations premier K-12 education technology events with in depth workshops and hands-on sessions. They will get to know details on the latest ed tech innovations that are shaping the education landscape. Topics covered include AI, current trends and best practices to best leverage technology resources amongst others using our Educators Effectiveness Grant.

Recommendation: District Administrations is recommending that the Board of Trustees approve out-of-state travel for Christine Salloom, Crystal Madril, Rahma Yunus and Ariana Romer.

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

To the Board of Trustees:

Recommend Approval

11.09
Agenda Placement

Meeting: November 9, 2023
Regular Board Meeting

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by:_____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

[CLICK HERE] for the Travel Approval Tutorial/Quick Guide

Ref#:0000685

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

TRAVEL APPROVAL FORM

Attach Supporting Documents

Date of Request: 10/11/2023 Travel Type: Conference/Workshop Out of State?: Yes

1. Program Manager / Principal Signature: Tara Bickford Dept. / School Site: DEPT - Academic Services
2. Title of Conference / Meeting: Future of Educational Technology Conference
3. Location: Orange County Convention Center City/State Orlando, FL
4. Purpose: Empower education leaders to shape future and unlock unparalleled success for students
5. Date (s) of Conference / Meetings: January 23-26, 2024
6. Departure Date / Time: 01/22/2024 7:30 AM Return Date / Time: 01/27/2024 10:00 PM
7. District Office Supervisor Approval: Barbara Campbell Date 10/12/2023
8. Human Resources:

Names(s) of Employees Attending	Sub? Yes No	Bilingual Yes No	Sub Request?: (Name)	Job Number
Christine Salloom	No	No		
Crystal Madril	Yes	No		
Rahma Yunus	Yes	No		
Arianna Romero	Yes	No		

Substitute: ☐ Available ☐ Unavailable ☐ No Sub Needed Sub. Assignment Asst. Approval: AS 10/17/2023

FD	RESC	PY	OBJECT	SB-OB	GOAL	FCTN	CST-CTR	LOC	PROG
060	4203	0	1190	00	1110	1000	000000	305	1521

Human Resources Dept. Approval: Yes George Kleidon 10/17/2023
Human Resources Approval Date

9. **SECTION BELOW MUST BE COMPLETED**

Cost Description	Total Estimated Costs	Description
Transportation	$1600	Estimate including tax, see Kayak quote per person
Registration	4420	1105 per person
Lodging	6728	279 x 5 nights, 1% Convention fee, 12.5 state/local tax
Meals	1920	6 days, $80/day per person
Shuttle / Parking	400	
Other	140	Incidentals
Total	$15,208.00	
Attach Conference/Workshop/Meeting Information, Registration Form(s), Quote(s)	I have attached	

10. Account code

FD	RESC	PY	OBJECT	SB-OB	GOAL	FCTN	CST-CTR	LOC	PROG
060	4203	0	5200	00	4760	1000	000000	305	1521

11. Cynthia Sanchez 10/13/2023
Accountant Approval

Superintendent Approval for All Out of State Travel

Purchasing Approval

Board Meeting Date: _____

1. This form must be completed and submitted at least 60 days prior to the proposed trip.
2. All approvals must be obtained BEFORE travel arrangements are made and requisition is entered.
3. For questions, please contact Purchasing at x6845 or purchasing@arusd.org.

FETC 2024 Program Details

Known as one of the nation's premier K-12 education technology events, at FETC you'll learn directly from top ed tech experts and successful real-world practitioners in hundreds of in-depth workshops and hands-on sessions. You'll get need-to-know details on the latest ed tech innovations that are shaping the education landscape, plus learn best practices and current trends to best leverage educational technology resources. FETC is the multi-day learning experience you don't want to miss if you're ready to take your classroom, school or entire district to the next level.



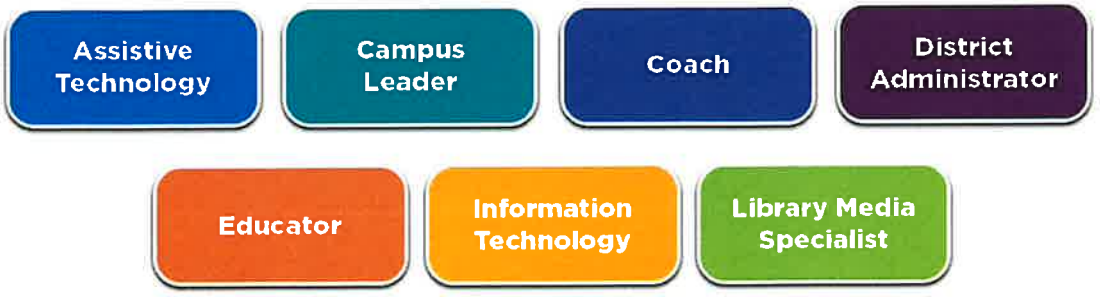
GET SUPER SAVINGS THROUGH SEPT. 28

FETC content helps decision-makers discover what tech to implement and how

FETC workshops and sessions are annually presented by experts and innovators who are making a difference across the K-12 education spectrum. They'll share best practices, innovative ideas, leadership strategies and provide valuable perspectives and solutions to challenging edtech problems.

7 Tracks to Customize Your Learning

K-12 school systems continue to navigate redesigning education models. This transformation to the core instructional fabric is forcing changes to operational support, culture, expectations, professional development, pedagogy, infrastructure, community demands, resources, integrating technology and more. It is through this new and exciting lens that FETC developed content to share with you. The January 2024 event will provide you and your team an opportunity to discover future education with emerging technologies and more.



11.10

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: October 20, 2023

Subject: **Resolution No. 19-23/24**
National Family Literacy Month
November, 2023

Staff Analysis: The month of November, 2023 has been designated as "National Family Literacy Month" and encourages all educational communities to celebrate literacy with meaningful student and family activities. It also celebrates the programs that foster family literacy by encouraging parents and guardians to read to their children.

Recommendation: Staff recommends approval of **Resolution No. 00-23/24**, National Family Literacy Month, as submitted.

Submitted by: Tara Bickford Title: Director, Academic Services

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

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

Recommend Approval

11.10
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Resolution No. 19-23/24
PROCLAIMING NOVEMBER, 2023
"NATIONAL FAMILY LITERACY MONTH"

WHEREAS, literacy is an indispensable part of education for all students, to enhance academic achievement in all grades;

WHEREAS, through well planned instruction and activities in literacy and through family engagement students and families alike can value reading, learning and achieving;

WHEREAS, National Family Literacy Month, celebrated across the United States, focuses on special events and activities that demonstrate the importance of families reading and writing together;

NOW, THEREFORE, BE IT RESOLVED, the Alum Rock Union Elementary School District joins with the California State Board of Education in proclaiming the month of November, 2023, as "National Family Literacy Month" and encourages all educational communities to celebrate with meaningful activities at raising awareness and fostering family literacy by encouraging parents and guardians to read to their children.

PASSED AND ADOPTED this 9th day of November, 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 November 9, 2023.

_____ _____

Hilaria Bauer, Ph.D., Superintendent Date

11.11

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: November 1, 2023

Subject: **Resolution No. 20-23/24**
"Ruby Bridges Walk to School Day"
November 14, 2023

Staff Analysis: On November 14th, 2023, we honor Ruby Bridges' incredible bravery as the first African American student to integrate William Frantz Elementary School in 1960. ARUSD will participate in "Ruby Bridges Walk to School Day". Schools will engage in discussions and lessons to amplify her inspiring journey, empower student voices, and celebrate diversity. Students will symbolically walk through the school gates, mirroring Ruby's historic entry, while receiving warm words of encouragement from teachers, staff, and families, reflecting the support she received on that courageous day.

Recommendation: Staff recommends that the Board of Trustees approve *Resolution No. 20-23/24*, Ruby Bridges Walk to School Day, November 14, 2023, as submitted.

Submitted by: Tara Bickford Title: Director, Academic Services

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

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

Recommend Approval

11.11
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Resolution No. 20-23/24
PROCLAIMING November 14, 2023
"Ruby Bridges Walk to School Day"

WHEAREAS, Ruby Bridges is an American activist who walked to school nearly every day and became a symbol of the Civil Rights movement at age six when she was the youngest of a group of African American students designated to integrate schools in the American South; and

WHEAREAS, Ruby was one of only a handful of students who passed an entry exam that certain African American students were administered to see whether they could compete academically at an all-White school; and

WHEAREAS, on November 14, 1960, Ruby Bridges was the only student of the group to enroll in William Frantz Elementary School in New Orleans; and

WHEAREAS, on her first day of school, she was escorted by four federal marshals, and spent the entire day in the principal's office as irate parents marched into the school to remove their children; and

WHEAREAS, Ruby Bridges stood for equality and desegregation in the early 1960s; and

WHEAREAS, Ruby Bridges is currently the chair of the Ruby Bridges Foundation, which she formed in 1999 to promote "the values of tolerance, respect, and appreciation of all differences;" and

WHEAREAS, Ruby Bridges has asserted that, "Racism is a grown-up disease and we must stop using our children to spread it;" and

WHEAREAS, in 2018, scholars of Deborah Carlino's fifth-grade class from Martin Elementary School in the South San Francisco Unified School District learned about Ruby Bridges and were advocates for the adoption of a "Ruby Bridges Walk to School Day" as a way to honor Ruby's role in the Civil Rights Movement; and

WHEAREAS, the Alum Rock Union Elementary School District believes in engaging student voices in partnering for an educational environment that emphasizes inclusion, diversity, validation and equity; and Now,

NOW, THEREFORE, BE IT RESOLVED, that the Alum Rock Union Elementary School District hereby approves the adoption of "Ruby Bridges Walk to School Day," to be honored annually by school-wide activities in both elementary and secondary schools on November 14.

BE IT FURTHER RESOLVED, every year leading up to November 14, pupils, staff, and teachers at Alum Rock Union Elementary School District will participate in activities that highlight Ruby Bridges' story, validate student voices, build tolerance, and celebrate diversity within our schools; and

BE IT FURTHER RESOLVED, every year on November 14, pupils, staff, and teachers at Alum Rock Union Elementary School District schools will honor Ruby Bridges and the courage she carried to walk through the doors of William Frantz Elementary School in 1960 by gathering before school begins, and pupils are asked to line up and walk through the school's gates while teachers, staff, and families welcome the pupils with words of love and encouragement to start the day.

WHEREAS, literacy is an indispensable part of education for all students, to enhance academic achievement in all grades;

WHEREAS, through well planned instruction and activities in literacy and through family engagement students and families alike can value reading, learning and achieving;

WHEREAS, National Family Literacy Month, celebrated across the United States, focuses on special events and activities that demonstrate the importance of families reading and writing together;

NOW, THEREFORE, BE IT RESOLVED, the Alum Rock Union Elementary School District joins with the California State Board of Education in proclaiming the month of November, 2023, as "National Family Literacy Month" and encourages all educational communities to celebrate with meaningful activities at raising awareness and fostering family literacy by encouraging parents and guardians to read to their children.

PASSED AND ADOPTED this 9th day of November, 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 November 9, 2023.

_____ _____

Hilaria Bauer, Ph.D., Superintendent Date

11.12

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: November 9, 2023

Information Only Regular Board Meeting

11.12

Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Master Enrollment

as of Oct 27, 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	60	54	53	60	55	60	46	51	32	**494**	0	494	0	494
Adelante 2 K-8	4	14	47	42	47	48	42	42	31	16	18	**351**	0	351	0	351
Aptitud K-8	0	14	30	28	41	46	44	54	49	53	43	**402**	7	409	0	409
Cassell ES	4	17	25	35	47	41	39	39	0	0	0	**247**	14	261	0	261
Chavez ELC	9	16	26	0	0	0	0	0	0	0	0	**51**	0	51	11	62
Cureton ES	0	10	31	39	39	40	36	50	0	0	0	**245**	21	266	0	266
Dorsa ES	1	16	26	36	43	48	51	42	0	0	0	**263**	23	286	0	286
Hubbard K-8	2	17	42	38	43	48	46	44	65	50	52	**447**	2	449	8	457
Linda Vista ES	5	13	60	69	71	74	63	77	0	0	0	**432**	24	456	10	466
LUCHA ES	3	12	23	30	40	40	49	38	0	0	0	**235**	0	235	0	235
Lyndale ES	5	15	26	53	46	45	34	45	0	0	0	**269**	19	288	17	305
McCollam ES	6	20	53	52	52	55	65	53	0	0	0	**356**	37	393	0	393
Meyer ES	6	9	33	35	39	28	45	47	0	0	0	**242**	21	263	9	272
Painter ES	4	26	58	45	55	53	46	37	0	0	0	**324**	0	324	0	324
Russo McEntee ES	6	15	44	43	38	47	50	44	0	0	0	**287**	28	315	0	315
Ryan ES	4	17	37	28	42	44	50	38	0	0	0	**260**	14	274	0	274
San Antonio ES	7	7	37	59	46	46	67	70	0	0	0	**339**	10	349	0	349
George MS	0	0	0	0	0	0	0	0	106	138	123	**367**	0	367	0	367
Ocala MS	0	0	0	0	0	0	0	0	136	132	127	**395**	11	406	0	406
Renaissance 1 MS	0	0	0	0	0	0	0	0	115	110	127	**352**	14	366	0	366
Renaissance 2 MS	0	0	0	0	0	0	0	0	97	100	117	**314**	7	321	0	321
Sheppard MS	0	0	0	0	0	0	0	0	149	149	162	**460**	7	467	0	467
	70	**257**	**658**	**686**	**742**	**763**	**782**	**780**	**794**	**799**	**801**	**7132**	**259**	**7391**	**55**	**7446**