ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

BOARD OF TRUSTEES

Regular Board Meeting
January 18, 2024

Thursday, January 18, 2024
REGULAR BOARD MEETING AGENDA

Type: REGULAR BOARD MEETING AMENDED AGENDA
Time: 5:30 p.m.
Code: Regular #12-23/24

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/81024018821
Webinar ID: 810 2401 8821
Or One tap mobile:
+16699006833, 81024018821# 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 CORINA HERRERA-LOERA.

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limited to, an announcement that an agenda item will be considered out of order, that consideration of an item has been withdrawn, postponed, rescheduled or removed from the Consent Calendar for separate discussion and possible action.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 Presentation: Ethnic Studies Implementation Plan (Information Only).

3.02 Presentation: California Dashboard and Data (Information Only).

4. COMMENTS AND COMMUNICATION

4.01 Teamsters.

4.02 California School Employee's Association (CSEA).

4.03 Alum Rock Educator's Association (AREA).

4.04 Alum Rock Administrator's Association (ARAA).

4.05 Superintendent.

4.06 Board of Trustees/Communications/Comments.

5. PUBLIC HEARING(s) And/Or Special Order of Business

5.01 PUBLIC HEARING. District's Initial Bargaining Proposal to Open Negotiations with AREA for the period of July 1, 2024-June 30, 2027.

5.02 PUBLIC HEARING. AREA Initial Bargaining Proposal to Open Negotiations with the Alum Rock Union Elementary School District for the period of July 1, 2024-June 30, 2027.

6. 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.)

6.01 Update on RFP Affordable Housing Developers (Information Only.)

6.02 Approve the request from the Board to have all governmental mail sent to the district through the school sites to be forwarded to the district office.

6.03 Update on Resolution No. # 21-21/22 Historical and Cultural Designation of the Mosaic at 1711 E San Antonio Street (Information Only).

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

7.01 Approve 2022/2023 Annual Financial Audit Report.

7.02 Approve the 2022/23 Annual Performance and Financial Audit of General Obligation Bonds Reports for Measure J.

7.03 Overview of the Governor's Budget Proposals for Fiscal Year 2024-25 [DISCUSSION ONLY, NO ACTION].

8. 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.)

8.01 Discussion and Approval of the Delivery Method Option for the Development of Workforce Housing.

8.02 Approve Citizen's Bond Oversight Committee (CBOC) Appointment.

9. 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.)

9.01 Approve Arts, Music, and Instructional Materials Discretionary Block Grant.

9.02 Approve Kidango Designation of California State Preschool Program (CSPP) Facility Responsibility- Cesar Chavez Early Learning Center and Cesar Chavez Center.

9.03 California Department of Education Expenditure Quarter 1 Report, from Aptitud Community Academy at Goss Early Literacy Support Block Grant (ELSB), and Literacy Action Plan in year-three of implementation (Infomation Only).

9.04 Approve School Sponsored Field Trip List.

9.05 Quarterly Report on Williams Uniform Complaints

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

10.01 Resignations (Information Only).

10.02 Approve Revised Job Description - MAINTENANCE WORKER I

10.03 Approve Revised Job Description - MAINTENANCE WORKER II

10.04 Approve Revised Job Description - MAINTENANCE WORKER III

10.05 Approve Revised Job Description - LEAD GROUNDS MAINTENANCE WORKER

10.06 Approve Revised Job Description - LEAD MAINTENANCE WORKER BUILDING MAINTENANCE

10.07 Approve the adoption of the District's Initial Bargaining Proposal to Open Negotiations with AREA for the period of July 1, 2024-June 30, 2027.

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

11.01 Approve Contract with Q Communication for Public Relations Marketing Services in the Amount of $180,000.00.

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

12.01 Approve Board Meeting Minutes for the following date: October 2, 2023, Special Board Meeting.

12.02 Approve Acceptance of Donations.

12.03 Approve Fundraising Activities.

12.04 Approve Acceptance of Vendor & Payroll Warrants.

12.05 Approve Bond Contracts/Extensions.

12.06 Approve/Ratify Notices of Employment and Changes of Status/January 18, 2024.

12.07 Approve Contracts for Professional Services - Firms/Organizations.

12.08 Approve Memorandum(s) of Understanding.

12.09 Approve Resolution No. 27-23/24 Lunar New Year February 10, 2024.

12.10 Approve Resolution No. 26-23/24 African American History Month – February, 2024.

12.11 Approve Out of Travel, California Association of Directors of Activities (CADA) State Convention 2024 for Jessica Hernandez and Brieana White (Sheppard Middle School) Estimated cost $2815.00.

12.12 Approve Resolution No. 25-23/24 The Great Kindness Challenge Week January 22nd - January 26th, 2024.

12.13 ARUSD Wellness Center Grant Executing Designee Resolution (Information Only).

12.14 Current Enrollment (Information Only).

13. CLOSED SESSION

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

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

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

13.04 CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION (Paragraph (1) of subdivision (d) of Section 54956.9): 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 and no. 23CV425680; 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.

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

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

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

13.08 PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT (Government Code Section 54957): Title: Assistant Principal

14. RECONVENE TO OPEN SESSION

14.01 REPORT OF ACTION TAKEN IN CLOSED SESSION.

15. FUTURE BOARD AGENDA REQUESTS

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

16. ADJOURNMENT

16.01 President adjourns the meeting.

17. NEXT MEETING(S)

17.01 February 8, 2024 (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: December 20, 2023

Subject: **Ethnic Studies Implementation Plan**

Staff Analysis: In June of 2020, the Alum Rock School District passed a Resolution for Ethnic Studies implementation for Kinder-Grade 8. The plan presented is a review of the next 5 years including professional development, content correlation, overall structure and model of the program, pedagogy behind the design and the scope of the work that's been completed thus far.

Information/Presentation

Submitted by: Dr. Tara Bickford Title: Director, Academic Services

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

To the Board of Trustees:

Recommend Approval

3.01

Agenda Placement

Meeting: December 18, 2024
Regular Board Meeting

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Ethnic Studies Action Community Team (ESACT)

December 14, 2023
Alum Rock Union School District



Why Ethnic Studies?

ETHNIC STUDIES FACT:

By affirming the identities and contributions of marginalized groups in our society, Ethnic Studies helps students see themselves and each other as part of the narrative of the United States.

Is Ethnic Studies Good for All Students?



"By fostering our understanding of the struggles and achievements of people of color, ethnic studies benefit students of all backgrounds—and that is why today's work is so important."

—Tony Thurmond, State Superintendent of Public Instruction

RESOLUTION 37 – 19/20

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

RESOLUTION 37 – 19/20

ESTABLISHING AN ETHNIC STUDIES ADOPTION COMMITTEE IN THE ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

WHEREAS, California has one of the largest and most diverse student populations in the nation. Ethnic minorities account for over 71 percent of the student population, with more than 90 languages spoken in public schools. The Alum Rock Union Elementary School District is representative of these diverse demographics that make our State great; and

WHEREAS, students from a variety of ethnic and racial backgrounds make up approximately 98% percent of the student population in Alum Rock Union Elementary School District; and

WHEREAS, Alum Rock Union Elementary School District has a commitment to diversity, inclusion and equity; and

WHEREAS, the Alum Rock Union Elementary School District recognizes that the racial and ethnic gaps existing across a variety of important student outcomes in the United States are both disturbingly large and stubbornly and historically persistent. For example, data from the recently released 2015 National Assessment of Educational Progress (NAEP) indicate that, on average, the mathematics knowledge of eight-grade Black and Latino students in public schools lag behind their white peers by an amount equivalent to roughly two to three full years of learning. Furthermore, while roughly 14 percent of white students in public high schools fail to graduate on time, the corresponding dropout rates for Black and Latino students are roughly twice as large (Steiner & Stillwell, 2016); and

WHEREAS, studies show that Ethnic Studies can help to narrow the achievement gap and the opportunity gap for students of color as well as benefits many students; and

WHEREAS, Ethnic Studies enhances equity in the school curriculum; and

WHEREAS, Ethnic Studies, at its most fundamental level, is an academically and intellectually rigorous educational/curricular approach and academic area that includes units of study, courses, or programs that are centered on the knowledge and perspectives of an ethnic or racial group, reflecting narratives and points of view rooted in the group's lived experiences and intellectual scholarship. Ethnic Studies is seen as a vital part of the solution to eradicating these large and stubbornly and historically persistent achievement and opportunity gaps as previously described, which prevent districts from ensuring that "every child's potential is achieved." Ethnic Studies also provides a powerful example of "culturally relevant pedagogy," and that it refers to interdisciplinary programs of study that focus on the experiences of racial and ethnic minorities with a particular emphasis on historical struggles and social movements; and

WHEREAS, incorporating Ethnic Studies courses and content into standard elementary, middle school, high school, and post-secondary/university curriculum is a means to accomplish equity, justice, academic rigor and excellence, as well as promote diversity, inclusion, and a sense of belonging; and

WHEREAS, Ethnic Studies promotes respect and understanding among races, supports student success and teaches critical thinking skills, civic engagement skills, and builds citizenship for all students; and

WHEREAS, in 2011 the National Education Association published, *The Academic and Social Value of Ethnic Studies*, which reported a positive impact on all students but especially students of color. Results showed Ethnic Studies benefited students in observable ways: they became more academically engaged, did better on achievement tests, in some cases graduated at higher rates, and developed a sense of self-efficacy and personal empowerment; and

WHEREAS, in 2016 the Stanford Center for Education Policy Analysis published, *The Causal Effects of Cultural Relevance: Evidence from an Ethnic Studies Curriculum*, which reported the promise of instructional practices and content aligned with the cultural experiences of minority students with results indicating that assignment to this course increased ninth-grade student attendance by 21 percentage points, GPA by 1.4 grade points, and credits earned by 23. These surprisingly large effects are consistent with the hypothesis that the course reduced dropout rates and suggest that culturally relevant teaching, when implemented in a supportive, high-fidelity context, can provide effective support to at-risk students; and

WHEREAS, the Alum Rock Union Elementary School District is committed to providing excellent educational opportunities to all students, without regard to race, gender, ethnicity, national origin, income, sexual orientation, or disability, and is guided by the vision "All Alum Rock students will be ready for the future in a diverse and competitive world."; and

WHEREAS, the Alum Rock Union Elementary School District recognizes the need and importance for culturally relevant training and ongoing professional development of educators, administrators, and staff in regard to diversity, equity, inclusion and belonging as well as race, ethnicity, class, privilege, implicit bias and systems of oppression; and

WHEREAS, the Alum Rock Union Elementary School District recognizes the need and importance for culturally relevant instruction and curriculum for students in regard to diversity, equity, inclusion and belonging as well as race, ethnicity, class, privilege, implicit bias and systems of oppression; and

WHEREAS, the Alum Rock Union Elementary School District Board of Education Board philosophy is "every student in the district, regardless of gender, special needs, or racial, ethnic, language or economic background has a right to a high-quality education that challenges the student to achieve to his/her fullest potential." (0410 Alum Rock Union Elementary School District Board Philosophy #2); and

WHEREAS, Assembly Bill 331 (AB 331) would add a course of Ethnic Studies to be a high school graduation requirement beginning the school year of 2024-2025, which would affect more than 1.4 million California public high school students;

WHEREAS, Assembly Bill 1210 (AB 1210) would require that each of the 73 community college districts to provide courses in Ethnic Studies at each of its 115 member campuses by the 2021-2022 academic year and the completion of one 3-unit course in Ethnic Studies in order to graduate by the 2024-2025 academic year, which would affect more than 180,000 (50,000 students; and

WHEREAS, Assembly Bill 1460 (AB 1460) would require the California State University (CSU) system to provide courses in Ethnic Studies at each of its 23 member campuses by the 2021-2022 academic year and the completion of one 3-unit course in Ethnic Studies in order to graduate by the 2024-2025 academic year, which would affect more than 23 million community college students;

NOW, THEREFORE BE IT RESOLVED, the Alum Rock Union Elementary School District Board of Education gives direction to the Superintendent to follow District process for evaluating new curricular pursuit by creating an Ethnic Studies Adoption Committee. Consistent with the Alum Rock Union Elementary School District curriculum adoption process, the ensemble group will research Ethnic Studies curriculum options, review relevant materials, consider the scope of piloting the curriculum with the ultimate goal of providing a recommendation to the Superintendent and ultimately the Alum Rock Union Elementary School District Board of Education about Ethnic Studies will be presented to the Board of every regular Board meeting and final recommendations on any district-wide implementation and outcomes to the 2021-2024 LCAP will be presented by the Educational Services Division outlining the pros and cons of implementation

BE IT FURTHER RESOLVED, the Ethnic Studies Adoption Committee will schedule its first meeting as soon as September 2020. Each will run a multi-year completion of the process

PASSED AND ADOPTED by the Board of Education of the Alum Rock Union Elementary School District at a regular meeting held on this 15th day of June, 2020, by the following vote:

Purpose

This ARUSD Ethnic Studies policy and principles are intended to assist the Alum Rock Union Elementary School District in providing guidance to staff and community in welcoming, understanding, and educating its vibrant students who are attending ARUSD schools. This policy explicitly focuses on Ethnic Studies from the ground up surfacing community cultural wealth -- taking the input of families, educators, community partners within the Alum Rock School District community -- to center the realities of racial oppression and assets and strengths to enhance teaching and learning, and educational outcomes.

The impetus for the ARUSD Ethnic Studies policy and guiding principles comes from a number of important related developments across the United States and in California. The United States has a long history of settler colonialism and our educational institutions, structures, and ideologies that permeate into our schools and classrooms are part of that history. Our perceptions of how students learn and how we should serve them is often grounded in implicit biases that may dehumanize young people and families and perpetuate systems of oppression. The State Ethnic Studies Model Curriculum adopted by the State Board of Education on March 18, 2021 moves us beyond improvement efforts focused solely on normalized aspects of dominant culture (i.e., white, euro-centric, English dominant) to provide more equitable learning conditions and culturally responsive engagement of historically minoritized young people.

ARUSD Ethnic Studies Vision

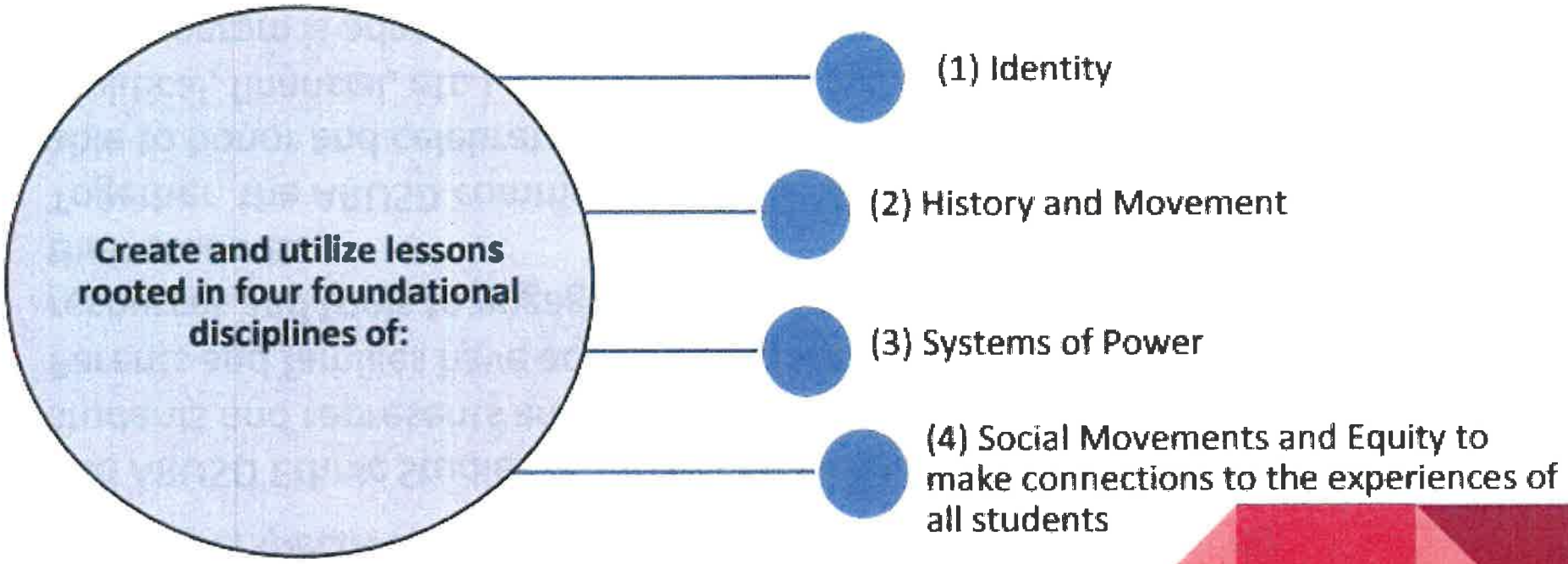
Ethnic Studies at the Alum Rock Union Elementary School District is a way of being that is student centered, relevant, inclusive and centralizes the histories, cultures, and intellectual traditions of the students and communities represented in ARUSD classrooms and schools. Through ongoing self-reflection, ARUSD staff will connect the intersectional experiences of the community they serve, bridging formal educational spaces to develop students' critical understanding of the world so our district's young people may leverage their education towards the betterment of their communities.

Alum Rock Community Reflections & Aspirations

Summary perspectives from key constituents (Parents & Educators)

- The ARUSD Ethnic Studies program positively uplifits a sense of self in our students and represents and respects the very diverse student population.
- Parents and families have access to the learning and are supported with resources and tools to engage in Ethnic Studies support and learn alongside their students.
- Together, the ARUSD community affirms the importance of this program and is able to honor and celebrate its existence, even in the face of challenges (political, financial, etc.)
- This program is adequately resourced and has materials (books, magazines, video, histories) that honor our histories and families.
- ARUSD educators have the support, resources, tools, professional development and capacity to embed this work in their pedagogy.

From the CDE Ethnic Studies Model Curriculum



we *are* trailblazers









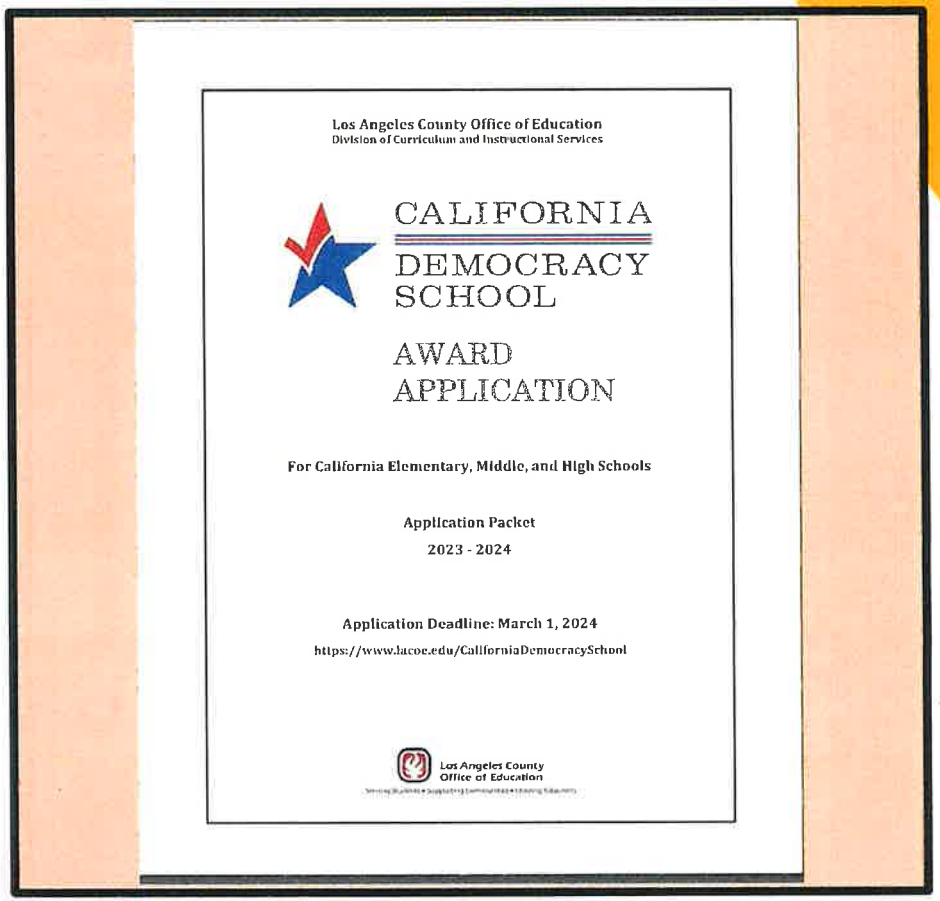






Ultimate Objective

The California Democracy School Project, originally funded by the S.D. Bechtel, Jr. Foundation, is designed to institutionalize civic learning in elementary, middle, or high schools to prepare ALL students for college, career, and citizenship in the 21st century. The project strengthens existing initiatives including the Common Core State Standards, the College, Career, and Civic Life (C3) Framework for Social Studies State Standards, Partnership for 21st Century Learning, and the Campaign for the Civic Mission of Schools.



Los Angeles County Office of Education
Division of Curriculum and Instructional Services

CALIFORNIA DEMOCRACY SCHOOL

AWARD APPLICATION

For California Elementary, Middle, and High Schools

Application Packet
2023 - 2024

Application Deadline: March 1, 2024
https://www.lacoe.edu/CaliforniaDemocracySchool

Los Angeles County Office of Education

The Stories of Alum Rock

As we gather the lived experiences of family, community members and staff both past and present- we build a collection that lives at the DO for community members to come read- perhaps at the California Room at the MLK Library and one at the Dr. Roberto Cruz Library and smaller localized ones at each school site. It could connect to Ethnic Studies in VAPA lessons and include student artwork to compliment the narratives.



Thanks to the passionate group of 13 educators who have been meeting with me every 2 weeks and engaging in asynchronous work in between, we have come to consensus on our first 3 tasks.

Flyer Link is here

Registration Link is here

ESACT Team Progress

Ethnic Studies Action Community Team (ESACT) Homebase

Access

- Google Slides, a single slide deck is used: ESACT Slide Deck
- Link for this homebase: https://bit.ly/ESACTinARUSD
- ESACT Team Members Contact List: Link here
- ESACT Flyer: link here
- ESACT Registration: link here
- Zoom link: Link here
- Notes: Link here
- Homework Processing Doc to the 3 readings: Link here
- Padlet of PD and content creation resources: Link here
- Asynchronous Work Time Tracker: Link here
- Jennifer Elemen notes doc: Link here
- Jolizo Edwards Castro Valley notes doc: Link here

November 16, 2023 @ 3:30-5:30

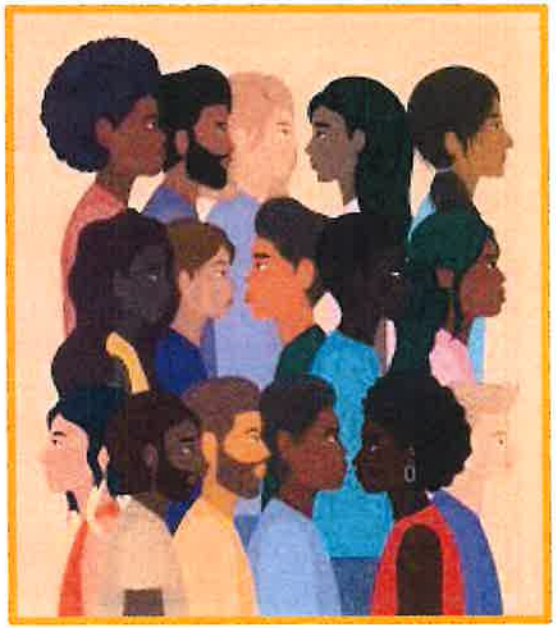
Renaissance at Fisher Room 75

Agenda		
Time	Duration	Topic
3:30-3:50	20 min	• Circle to Connect • Agenda

- Padlet of curated resources, frameworks, exemplar curricula, etc.
- Asynchronous Work between meetings
- Running slide deck of team meetings

Outcomes of the Team's Work

- The model or structure for ES in both elementary and Middle School grades
- A 1 year, 3 year and 5 year plan of implementation
- Identify professional development Needs for the district



Goal 1: Model and Structure

Ensure alignment of the district course(s) to state and local policy, district resources, and community needs. Determine the type of program that is being implemented. Is this a semester or year-long course or set of courses? Will the course be a stand-alone ethnic studies course, or will an existing course be modified to incorporate ethnic studies content, skills, and principles? Which department or departments will house ethnic studies, or will it become its own department? Will an ethnic studies professional learning community be formed to include teachers from multiple disciplines and academic backgrounds? What is the history of race relations in this community? How have demographic or economic changes impacted the community? Is there a vibrant ethnic community, past or present? As you make these determinations, you may also consider how many courses are going to be offered, existing courses that offer opportunities to teach ethnic studies content and lessons, the expectations for student enrollment, how the program will be accommodated within local facilities, and how many teachers will be needed.

- California Department of Education Ethnic Studies Model Curriculum, Ch. 3

Goal 1: Model and Structure

Grades Pre-K- 5	Grades 6-8
Throughout the year	One semester per grade level
Built out from History Social Science (HSS) Frameworks and CA HSS Content Standards	Built into English Language Arts in alignment with current adopted curriculum, ELA/ELD Framework and ELA Content Standards *Grade 8 can also be paired with HSS

How we will Integrate with content standards, frameworks, and adopted curriculum

Alum Rock Union School District Ethnic Studies Content Standards Crosswalk

Kindergarten History Social Science: Living and Working Together Now and Long Ago

4 Disciplines of Ethnic Studies Content

Asian American Pacific Islander (AAPI) | African American/Black (AA/B) | Indigenous/Native (I/N) | Latino/a/x/ Chicano/a/x (La/Ch)

CA HSS Standard/Topic	FHSS Framework Guiding Questions	Ideas and Resources for Ethnic Studies Content to Align
Learning and Working Together K.1 Students understand that being a good citizen involves acting in certain ways. 1. Follow rules, such as sharing and taking turns, and know the consequences of breaking them. 2. Learn examples of honesty, courage, determination, individual responsibility, and patriotism in American and world history from stories and folklore. 3. Know beliefs and related behaviors of characters in stories from times past and understand the consequences of the characters' actions.	What happens when we choose not to follow the rules? How can we learn and work together?	K.2: AA/B: History of Ruby Bridges
National and State Symbols K.2 Students recognize national and state symbols and icons such as	What does it mean to be an American?	



Why UDL?

- Access for all learners
  - Access leads to efficacy
    - Efficacy breeds empowerment
      - Empowerment build agency
- UDL is written into all California Department of Education Content Frameworks
- UDL is now embedded within all 3 Tiers of the MTSS Pyramid



CAST's Universal Design for Learning Guidelines





The Universal Design for Learning Guidelines

CAST | Until learning has no limits

	Provide multiple means of **Engagement**	Provide multiple means of **Representation**	Provide multiple means of **Action & Expression**
	Affective Networks: The "WHY" of Learning	Recognition Networks: The "WHAT" of Learning	Strategic Networks: The "HOW" of Learning
Access	Provide options for **Recruiting Interest** (7) • Optimize individual choice and autonomy (7.1) • Optimize relevance, value, and authenticity (7.2) • Minimize threats and distractions (7.3)	Provide options for **Perception** (1) • Offer ways of customizing the display of information (1.1) • Offer alternatives for auditory information (1.2) • Offer alternatives for visual information (1.3)	Provide options for **Physical Action** (4) • Vary the methods for response and navigation (4.1) • Optimize access to tools and assistive technologies (4.2)
Build	Provide options for **Sustaining Effort & Persistence** (8) • Heighten salience of goals and objectives (8.1) • Vary demands and resources to optimize challenge (8.2) • Foster collaboration and community (8.3) • Increase mastery-oriented feedback (8.4)	Provide options for **Language & Symbols** (2) • Clarify vocabulary and symbols (2.1) • Clarify syntax and structure (2.2) • Support decoding of text, mathematical notation, and symbols (2.3) • Promote understanding across languages (2.4) • Illustrate through multiple media (2.5)	Provide options for **Expression & Communication** (5) • Use multiple media for communication (5.1) • Use multiple tools for construction and composition (5.2) • Build fluencies with graduated levels of support for practice and performance (5.3)
Internalize	Provide options for **Self Regulation** (9) • Promote expectations and beliefs that optimize motivation (9.1) • Facilitate personal coping skills and strategies (9.2) • Develop self-assessment and reflection (9.3)	Provide options for **Comprehension** (3) • Activate or supply background knowledge (3.1) • Highlight patterns, critical features, big ideas, and relationships (3.2) • Guide information processing and visualization (3.3) • Maximize transfer and generalization (3.4)	Provide options for **Executive Functions** (6) • Guide appropriate goal-setting (6.1) • Support planning and strategy development (6.2) • Facilitate managing information and resources (6.3) • Enhance capacity for monitoring progress (6.4)
Goal	**Expert learners** who are...		
	Purposeful & Motivated	**Resourceful & Knowledgeable**	**Strategic & Goal-Directed**

udlguidelines.cast.org | © CAST, Inc. 2018 | Suggested Citation: CAST (2018). Universal design for learning guidelines version 2.2 [graphic organizer]. Wakefield, MA: Author.

Ethnic Studies Lesson Planning Template

Content Planning		Universal Design Considerations
Lesson Title:	Grade(s) Level:	Options for Engagement? • *How will you engage all learners?* • *How will you provide multiple pathways for students to learn the material and make it interesting?* *How can you provide an "emotional check in" with your students?* • *How are choices given to students for how they do their work?* • *How will feedback be given to keep students motivated?*
Ethnic Studies Principles and Values Alignment:		
Lesson Purpose and Overview Summary:		
Lesson Objectives:		
Essential Questions:		



Educational equity means that each child receives what he or she needs to develop to his or her full academic and social potential.

National Equity Project



Retrofitting for Access







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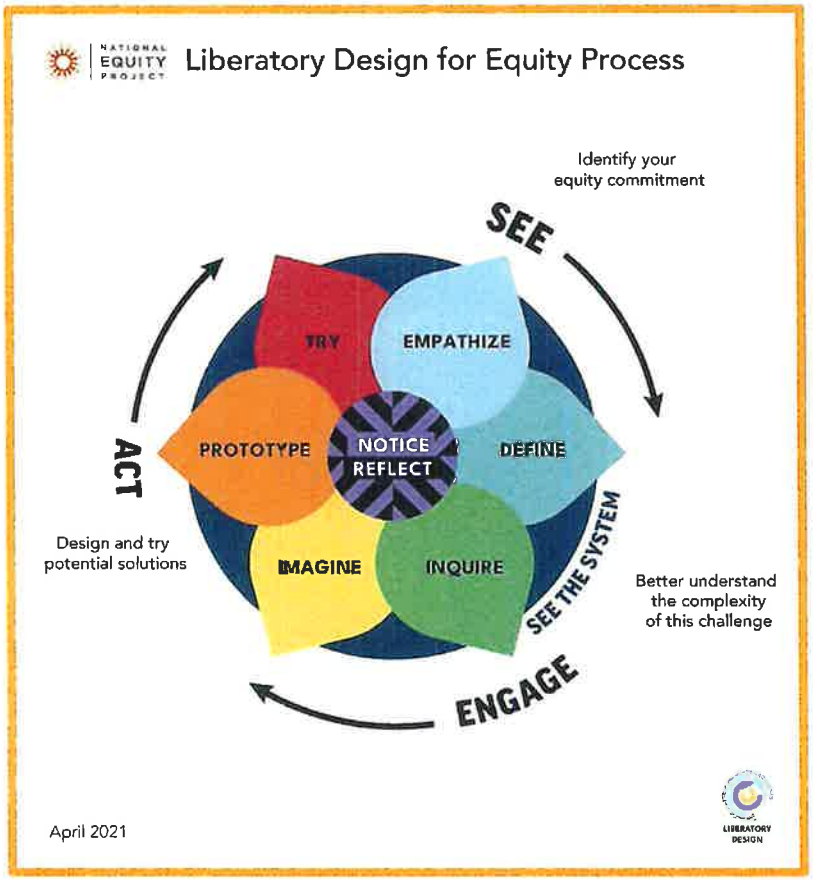
Proactive Design:

When we design to the margins from the start, the end result is much more effective for all.



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The How for the Co-Creation, Co-Design, and Writing of the Curriculum



Liberatory Design from the National Equity Project and Stanford d.school's K-12 Lab

The Pedagogy and Instructional Design

- Universal Design for Learning Framework
- ELA/ELD Framework
  - Integrated ELD
- Grounded in the HSS Framework 4 Pillars:
  - Content
  - Literacy
  - Inquiry
  - Civics
- Aiming to Achieve California Democracy School status

Our Plan at A Glance

Year 1 2023-2024 | Year 2 2024-2025 | Year 3 2025-2026 | Year 5 2027-2028

Achieved:

- EDI coordinator
- Ethnic Studies Action Community Team (Parents, teachers, students)
- Visioning
- Padlet Resource Bank to pull from for curriculum creation
- Networking and Collaborating with other COEs, Districts, sites and HSS/Ethnic Studies experts
- Parent Square for community communication with ESACT team
- Professional Development needs identified for each role (writers/designers vs educators)
- Create 1yr, 2 yr, 3 yr, 5 yr plan

In Progress:

- Revise/addendum resolution
- Professional Development for Writing and Design Team (UDL and Ethnic Studies)
- MS Professional Development for all MS Social Studies (HSS framework, UDL and Ethnic Studies)
- Survey for stories or needs to address from community
- Webpage
- Design and deliver trainings for writers/creators of curriculum (Spring 2024)
- Middle School curriculum Writing Camp

Our Plan at A Glance: Middle School

Year 1 2023-2024 | Year 2 2024-2025 | Year 3 2025-2026 | Year 5 2027-2028

Anticipated Plan of Action:

Fall:

- Formation of a Middle School Ethnic Studies Professional Learning Community (PLC)
- Middle School PLC teachers are trained and certified in Universal Design for Learning (UDL)
- Middle School PLC teachers receive anti-bias training
- Grade 6 & 7 PLC teachers engage in alignment of ELA Framework with Ethnic Studies topics
- Grade 8 PLC teachers engage in unpacking and alignment of HS/S Framework with Ethnic Studies topics
- Middle School PLC teachers write Ethnic Studies Curriculum

Winter:

- Middle School Ethnic Studies teacher pilot materials and offer feedback to the team
- Gather feedback from students and families on their experiences with the pilot of materials

Spring:

- Middle School Ethnic Studies Curriculum receives edits and revisions based on pilot feedback

Our Plan at A Glance: Elementary

Year 1 2023-2024 | Year 2 2024-2025 | Year 3 2025-2026 | Year 5 2027-2028

Anticipated Plan of Action:

Fall:

- Formation of an K-5 Ethnic Studies Curriculum Writing Team
- K-5 Ethnic Studies Curriculum Writers are trained and certified in Universal Design for Learning (UDL)
- K-5 Ethnic Studies Curriculum Writers receive anti-bias training
- K-5 Ethnic Studies Curriculum Writers engage in unpacking and alignment of HS/S Framework with Ethnic Studies topics

Winter:

- K-5 Ethnic Studies Curriculum Writers gather resources, input, and document lived experiences of community members

Spring:

- K-5 teachers receive training in UDL, anti-bias, and alignment of HS/S Framework with Ethnic Studies

Summer:

- K-5 Ethnic Studies Curriculum Writers create Ethnic Studies Curriculum

Our Plan at A Glance

Year 1 2023-2024	Year 2 2024-2025	Year 3 2025-2026	Year 5 2027-2028

Anticipated Plan of Action:

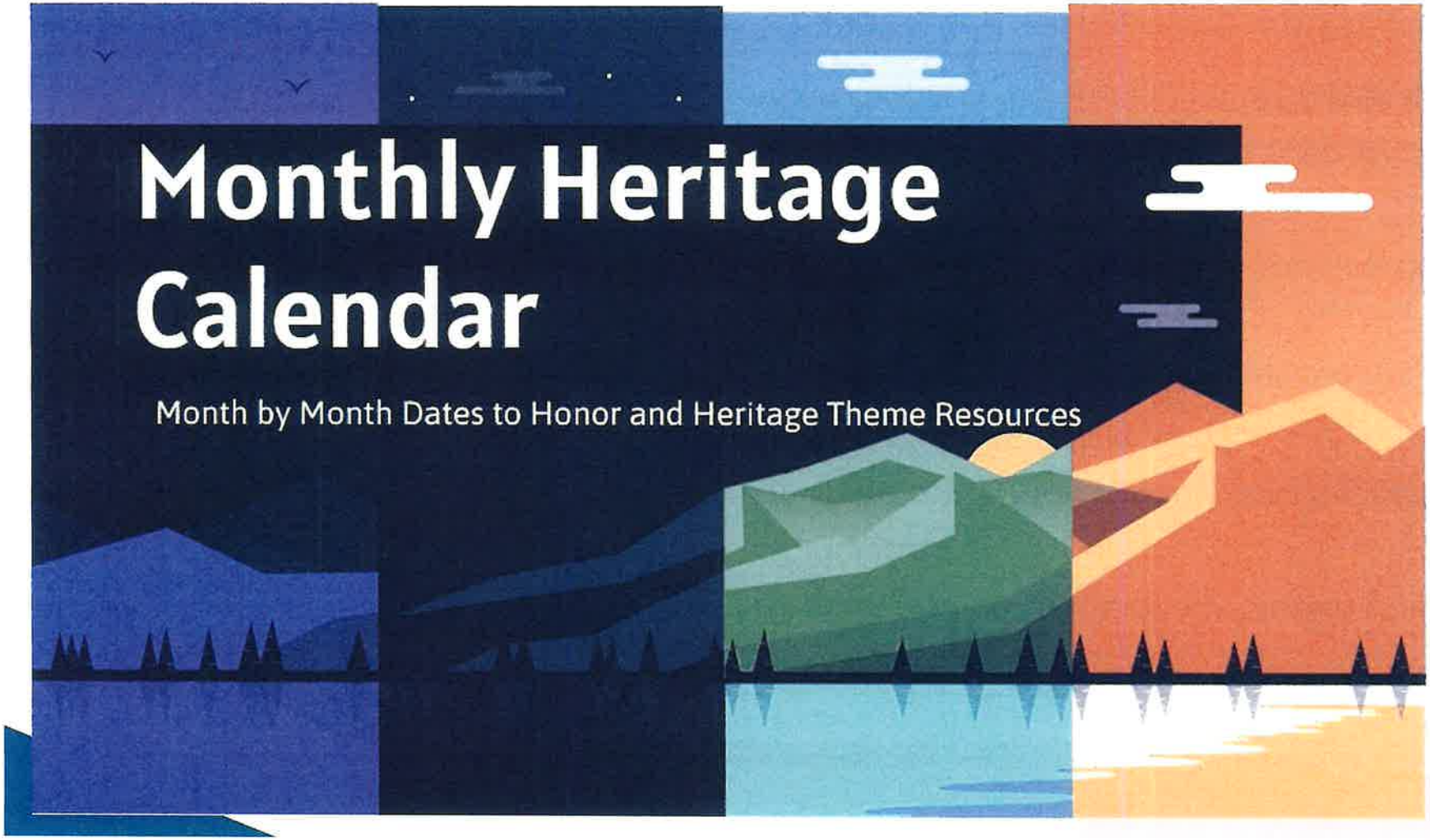
- All TK-5 teachers pilot curriculum for first full year.
- Pilot team of teachers, students and families is formed and meets quarterly for feedback cycles
- Curriculum writers follow up from Pilot team feedback sessions with editing/revising
- 100 percent of teachers are fully trained
- Revisit MS training, train new teachers who had not been trained
- Ethnic Studies PLC for MS and Elementary is ongoing with one representative from each site at least focused on Cycles of Inquiry around academic data tied to Ethnic Studies implementation
- Middle Schools focus on civic engagement and student agency to apply for California Democracy School status

Our Plan at A Glance

Year 1 2023-2024	Year 2 2024-2025	Year 3 2025-2026	Year 5 2027-2028

Anticipated Plan of Action:

- TK-5 year long ethnic studies enhancing to HSS units
- Every new teacher attends a series of PD throughout the year
- Ethnic Studies PLCs continue Cycles of Inquiry around academic data as well as revisions and additions for curriculum
- Ethnic Studies Writing Team meets monthly to respond to revisions and additions suggestions from PLC
- ESACT focuses on gathering accounts of lived experience and histories of family and community members to create an Alum Rock History Book that lives in the District Office and can be visited by community members
- VAPA coordinates with ESACT on art exhibitions to accompany the Alum Rock History Book
- Elementary Schools focus on civic engagement and student agency to apply for California Democracy School status


Monthly Heritage Calendar
Month by Month Dates to Honor and Heritage Theme Resources

Empathize & Define

Questions to Consider

- What do you hope the Ethnic Studies curriculum will include?
- What are some topics that should be included in the Ethnic Studies curriculum?
- What are some stories that might we include in our curriculum?
- What cultural practices should we include in our curriculum?
- What areas of conflict should we be aware of when creating the Ethnic Studies curriculum?

Empathize & Define

Questions to Consider

- What do you want out of the Ethnic Studies curriculum?
  - What do you wish you would have learned in your school related to your history and culture?
  - What would you like today's generation to learn from this curriculum?
- What pieces of literature or other resources should we include in the Ethnic Studies curriculum?
  - Do you have any thoughts on what we should not include?
- What organizations and scholars might have resources that we can center in this project?
  - Can you connect them to our project?
  - Are there any community leaders or elders who might be helpful to our project?

Empathize & Define

Questions to Consider

- What reservations might you have about including certain topics in the Ethnic Studies curriculum and why?
- What types of classes (e.g. history, language arts or language courses) would you suggest this curriculum be taught in?
- Are there any other topics you'd like to discuss about the Ethnic Studies curriculum?

M. Manos, OCDE

RESOLUTION 37 – 19/20

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

RESOLUTION 37 – 19/20

ESTABLISHING AN ETHNIC STUDIES ADOPTION COMMITTEE IN THE ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

WHEREAS, California has one of the largest and most diverse student populations in the nation. Ethnic minorities account for over 71 percent of the student population, with more than 90 languages spoken in public schools. The Alum Rock Union Elementary School District is representative of these diverse demographics that make our State great; and

WHEREAS, students from a variety of ethnic and racial backgrounds make up approximately 98% percent of the student population in Alum Rock Union Elementary School District; and

WHEREAS, Alum Rock Union Elementary School District has a commitment to diversity, inclusion and equity; and

WHEREAS, the Alum Rock Union Elementary School District recognizes that the racial and ethnic gaps existing across a variety of important student outcomes in the United States are both disturbingly large and stubbornly and historically persistent. For example, data from the recently released 2015 National Assessment of Educational Progress (NAEP) indicate that, on average, the mathematics knowledge of eight-grade Black and Latino students in public schools lag behind their white peers by an amount equivalent to roughly two to three full years of learning. Furthermore, while roughly 14 percent of white students in public high schools fail to graduate on time, the corresponding dropout rates for Black and Latino students are roughly twice as large (Stetser & Stillwell, 2014); and

WHEREAS, studies show that Ethnic Studies curriculum helps to narrow the achievement gap and the opportunity gap for students of color as well as benefits other students; and

WHEREAS, Ethnic Studies enhances equity in the school curriculum; and

WHEREAS, Ethnic Studies, at its most fundamental level, is an academically and intellectually rigorous educational curricular approach and content area that includes units of study, courses, or programs that are centered on the knowledge and perspectives of an ethnic or racial group, reflecting narratives and points of view rooted in that group's lived experiences and intellectual scholarship. Ethnic Studies is seen as a vital part of the solution in eradicating these large and stubbornly and historically persistent achievement and opportunity gaps as previously described, which prevent districts from ensuring that "every child's potential is achieved." Ethnic Studies also provides a growing example of "culturally relevant pedagogy," and that it refers to transdisciplinary programs of study that focus on the experiences of racial and ethnic minorities with a particular emphasis on historical struggles and social movements; and

WHEREAS, incorporating Ethnic Studies courses and content into standard elementary, middle school, high school, and post-secondary/university curriculum is a means to accomplish equity, justice, academic rigor and excellence, as well as promote diversity, inclusion, and a sense of belonging; and

WHEREAS, Ethnic Studies promotes respect and understanding among races, supports student success and teaches critical thinking skills, civic engagement skills, and builds citizenship for all students; and

WHEREAS, in 2011 the National Education Association published, *The Academic and Social Value of Ethnic Studies*, which reported a positive impact on all students but especially students of color. Results showed Ethnic Studies benefited students in observable ways: they became more academically engaged, did better on achievement tests, in some cases graduated at higher rates, and developed a sense of self-efficacy and personal empowerment; and

WHEREAS, in 2016 the Stanford Center for Education Policy Analysis published, *The Causal Effects of Cultural Relevance: Evidence from an Ethnic Studies Curriculum*, which reported the promise of instructional practices and content aligned with the cultural experiences of minority students with results indicating that assignment to this course increased ninth-grade student attendance by 21 percentage points, GPA by 1.4 grade points, and credits earned by 23. These surprisingly large effects are consistent with the hypothesis that the course reduced dropout rates and suggest that culturally relevant teaching, when implemented in a supportive, high-fidelity context, can provide effective support to at-risk students; and

WHEREAS, the Alum Rock Union Elementary School District is committed to providing excellent educational opportunities to all students, without regard to race, gender, ethnicity, national origin, income, sexual orientation, or disability, and is guided by the vision "All Alum Rock students will be ready for the future in a diverse and competitive world;" and

WHEREAS, the Alum Rock Union Elementary School District recognizes the need and importance for culturally relevant training and on-going professional development of educators, administrators, and staff in regard to diversity, equity, inclusion and belonging as well as race, ethnicity, class, privilege, implicit bias and systems of oppression; and

WHEREAS, the Alum Rock Union Elementary School District recognizes the need and importance for culturally relevant instruction and curriculum for students in regard to diversity, equity, inclusion and belonging as well as race, ethnicity, class, privilege, implicit bias and systems of oppression; and

WHEREAS, the Alum Rock Union Elementary School District Board of Education Board philosophy is "every student in the district regardless of gender, special needs, or racial, ethnic, language or economic background has a right to a high-quality education that challenges the student to achieve to his/her fullest potential." (0410 Alum Rock Union Elementary School District Board Philosophy 02); and

WHEREAS, Assembly Bill 331 (AB 331) would add a course in Ethnic Studies to be a high school graduation requirement beginning the school year of 2024-2025, which would affect over more than 1.8 million California public high school students;

WHEREAS, Assembly Bill 3310 (AB 3310) would require that each of the 73 community college districts to provide courses in Ethnic Studies at each of the 115 member campuses by the 2021-2022 academic year and the completion of one 3-unit course in Ethnic Studies in order to graduate by the 2024-2025 academic year, which would affect more than 460,000 CSU students; and

WHEREAS, Assembly Bill 1460 (AB 1460) would require the California State University (CSU) system to provide courses in Ethnic Studies at each of its 23 member campuses by the 2021-2022 academic year and the completion of one 3-unit course in Ethnic Studies in order to graduate by the 2024-2025 academic year, which would affect more than 2.1 million (commuter) college students.

NOW, THEREFORE BE IT RESOLVED, the Alum Rock Union Elementary School District Board of Education gives direction to the Superintendent to follow district process for considering new curriculum created by creating an Ethnic Studies Adoption Committee. Consistent with the Alum Rock Union Elementary School District curriculum adoption process, the stakeholder group will research Ethnic Studies curriculum, review relevant materials, consider the scope of piloting the curriculum with the ultimate goal of presenting a recommendation to the Superintendent and ultimately, the Alum Rock Union Elementary School District Board of Education. Updates will be presented to the Board at each regular Board meeting and final recommendations on any chosen texts, implementation and professional development plans for the 2021-2024 LCAP will be presented by the Educational Services Division outlining the pace and cost of implementation.

BE IT FURTHER RESOLVED, the Ethnic Studies Adoption Committee will schedule its first meeting to occur in September 2020. Staff will set a timeline for completion of this process.

PASSED AND ADOPTED by the Board of Education of the Alum Rock Union Elementary School District at a regular meeting held on the 9th day of June, 2020, by the following vote:

Ethnic Studies Model Curriculum

KEY CONSIDERATIONS FOR DISTRICT AND SITE ADMINISTRATORS

While effective teaching of ethnic studies is paramount, a supportive district and site leadership is just as important to the efficacy of the work. District and site administrators should also work to develop their understandings of ethnic studies instruction and pedagogies. Below are ways districts can work to best support the development and implementation of a kindergarten through grade twelve (K–12) ethnic studies program, whether it utilizes a stand-alone, integrated, or thematic approach:

- *Ensure that district and site administration support the development of the program, and that the local governing board is fully briefed on the project.* District support is critical to the successful implementation of any new instructional program.
- *Develop a definition of what ethnic studies means to your district.* The purpose statement in the "Developing an Ethnic Studies Pedagogy for K–12 Education" section in chapter 3 notes the importance of connecting the local district and community needs to the historical field of study.
- *Ensure alignment of the district course(s) to state and local policy, district resources, and community needs.* Determine the type of program that is being implemented. Is this a semester or year-long course or set of courses? Will the course be a stand-alone ethnic studies course, or will an existing course be modified to incorporate ethnic studies content, skills, and principles? Which department or departments will house ethnic studies, or will it become its own department? Will an ethnic studies professional learning community be formed to include teachers from multiple disciplines and academic backgrounds? What is the history of race relations in this community? How have demographic or economic changes impacted the community? Is there a vibrant ethnic community, past or present? As you make these determinations, you may also consider how many courses are going to be offered, existing courses that offer opportunities to teach ethnic studies content and lessons, the expectations for student enrollment, how the program will be accommodated within local facilities, and how many teachers will be needed.
- *Consider the local history, demographics, and particular needs of your district's or site's students and their respective communities, including recognition of the Indigenous Peoples wherever a course is being taught.* Administrators should consider conducting research on the cultural values, traditions, Indigeneity, and histories of the diverse populations represented in our society as well as those represented in local schools, as it is important for students to learn about those different from themselves who may not be represented in their communities even as they are learning about the sources of local diversity. Evaluate the demographic makeup of the district. What is the ethnic breakdown of the
- Knowledge of their students' backgrounds and the ability to elicit students' questions and perspectives; monitor their understanding, push them to think critically; and help them appreciate the insights, wisdom, and moral courage of themselves and others
- A map of anticipated challenges—and a set of strategies, supports, and mentors that they can turn to when students' confusion, lack of engagement, misconceptions, prejudices, or hurtful comments and behavior prove challenging
- Awareness and active monitoring of their own thinking and learning and access to other adults who can join them in the inquiry, help them to articulate their questions and insights, and further stimulate their thinking
- Careful attention to their own political viewpoints and potential biases, to ensure students are empowered to form their own opinions rather than simply adopting the views of the teacher or particular educational materials

To become effective educators, teachers first need the time and opportunity to reflect together with colleagues. Providing professional development seminars and workshops that specifically create time for teachers to be learners allows them to explore core concepts and to deepen their understanding of the history they intend to teach while simultaneously exploring their own identity, the way their identity has affected and been affected by their experiences, and how their identity influences their perspective and the way they are seen by others, including their students. In community with other educators, teachers gain insight from others' experiences and perspectives and build relationships for ongoing exploration, which may be useful as they then create reflective communities for their students. There is a wide range of existing activities that teachers can use to support community building in their classrooms. Please see chapter 5 for lesson resources including community building activity examples.

APPROACHES TO ETHNIC STUDIES

The *History–Social Science Framework for California Public Schools, Kindergarten Through Grade Twelve* offers the following guidance for schools and educators on the teaching of ethnic studies, focusing on two essential questions.

- How have race and ethnicity been constructed in the United States, and how have they changed over time?
- How do race and ethnicity continue to shape the United States and contemporary issues?

When the discipline was first founded, "ethnic studies" was (and still is) deployed as an umbrella term/field that was designed to be inclusive of four core fields—African



Partnerships



- **Jennifer Elemen,** President of California Council for the Social Studies, Berkeley School of Education
- **Tyson Amir,** author *Black Boy Poems*, founder of Black Literacy Collective
- **SCCOE Ethnic Studies Integration Community of Practice**
- **Castro Valley DEI Coordinator** (Grades 6,8,9)
- Dr. Los Angeles County Office of Education
- **California Regional Ethnic Studies Collaborative**
- **SJSU Teacher Residency Program and Franklin-McKinley and Mt. Pleasant**
- **CAST-** Universal Design for Learning creators
- **Dr. Michelle Herczog-** LACOE HSS Coordinator, co-author of C3 Framework and California Democracy School initiative

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

3.02

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

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

Subject: **California Dashboard and Data**

Staff Analysis: The California School Dashboard is an online tool designed to help communities across the state access important information about kindergarten through grade twelve schools and districts. The dashboard features reports that show the strengths and needs of schools and the district as a whole in state and local indicators. It also features equity reports that break down demographic group performance on state indicators. This year, colors are back as indicators of performance in 4 indicator areas: academics, chronic absenteeism, suspension, and English Learner progress.

Information/Presentation

Submitted by: Dr. Tara Bickford Title: Director, Academic Services

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

To the Board of Trustees: Meeting: January 18, 2024
Regular Board Meeting

Information/Presentation

3.02
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

California Dashboard (2022-2023)

Board Presentation

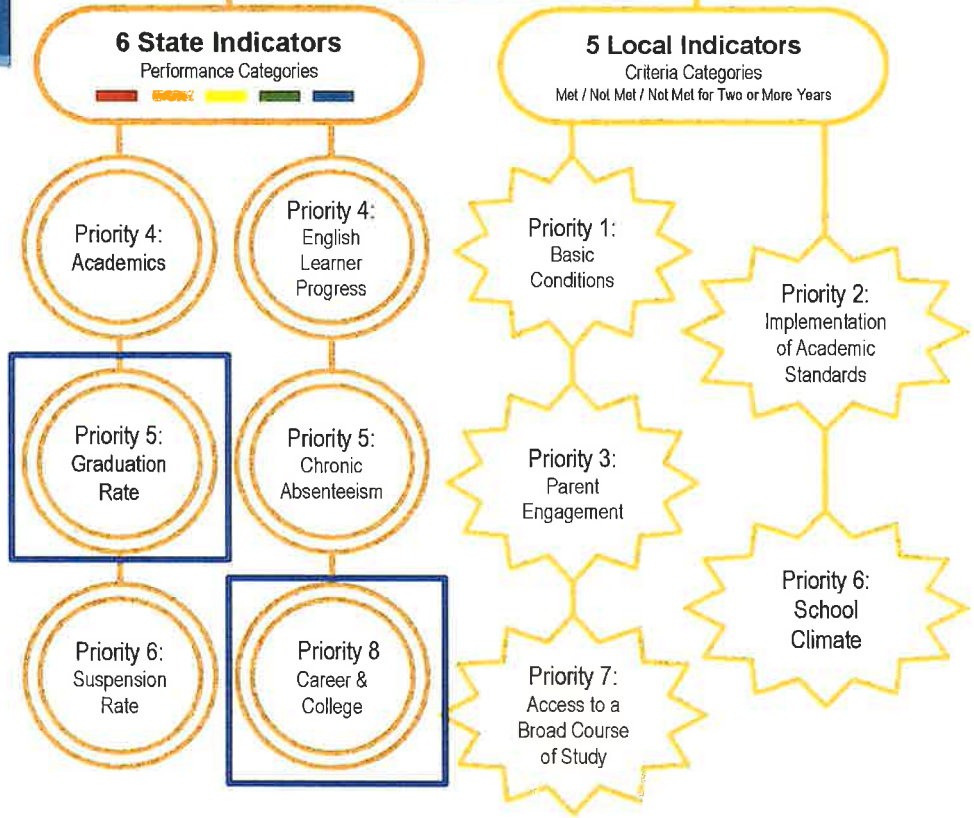
January 18, 2024

Introduction

- The following provides a summary of Alum Rock Union Elementary School Districts Smarter Balanced Summative Assessment Results.
- Assessments were administered to students in Grades 3-8 in Spring 2023.
- Results will be presented in a variety ways.
- First time we have a two year comparison with the new format of the SBAC Assessment (shorter blueprint)
- First year of comparison on the CAST (California Science Test) - Starting 2024-2025 CAST will count on the California Dashboard

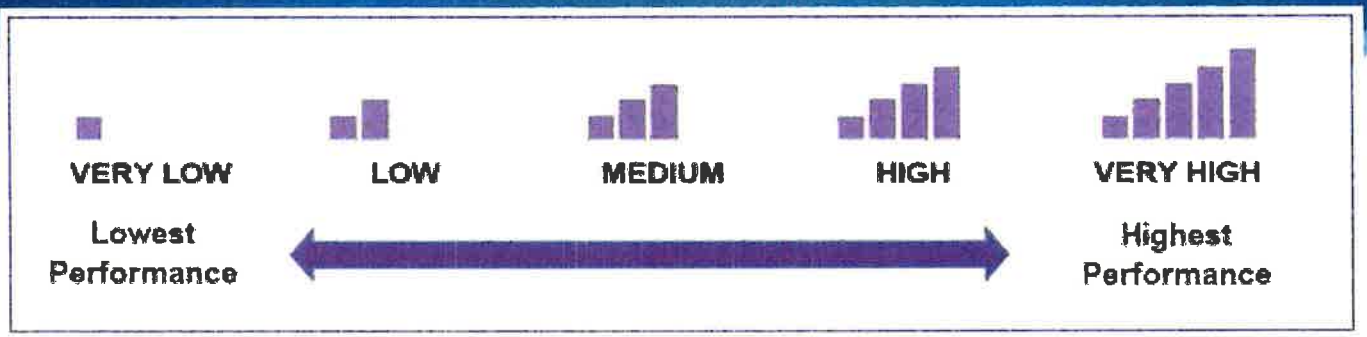
LCFF Evaluation Rubrics

11 Indicators to Measure Performance

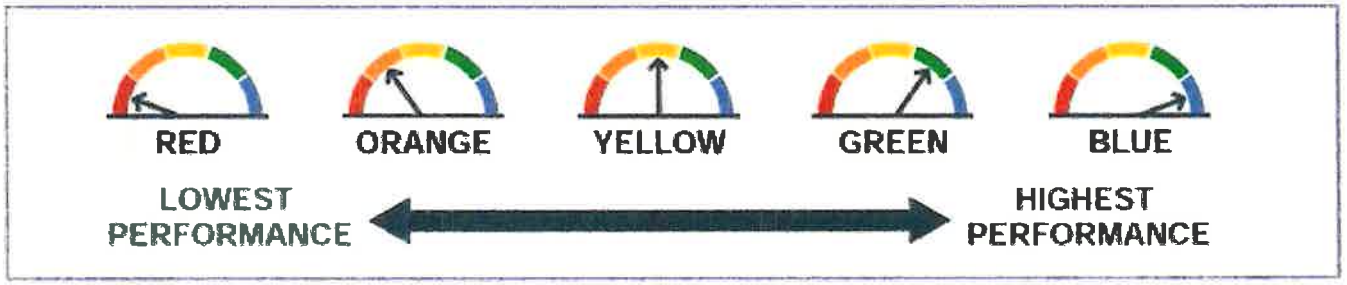


Hello Again Dashboard Colors!

2021-2022



2022-2023



How Color is Determined

Level	Declined Significantly from Prior Year	Declined from Prior Year	Maintained from Prior Year	*Increased from Prior Year	Increased Significantly from Prior Year
Very High in Current Year	Yellow	Green	Blue	*Blue	Blue
*High in Current Year	*Orange	*Yellow	*Green	***Green**	Blue
Medium in Current Year	Orange	Orange	Yellow	Green	Green
Low in Current Year	Red	Orange	Orange	Yellow	Yellow
Very Low in Current Year	Red	Red	Red	Orange	Yellow

Link to 5x5 Grids

Race and Ethnicity Demographic Subgroups

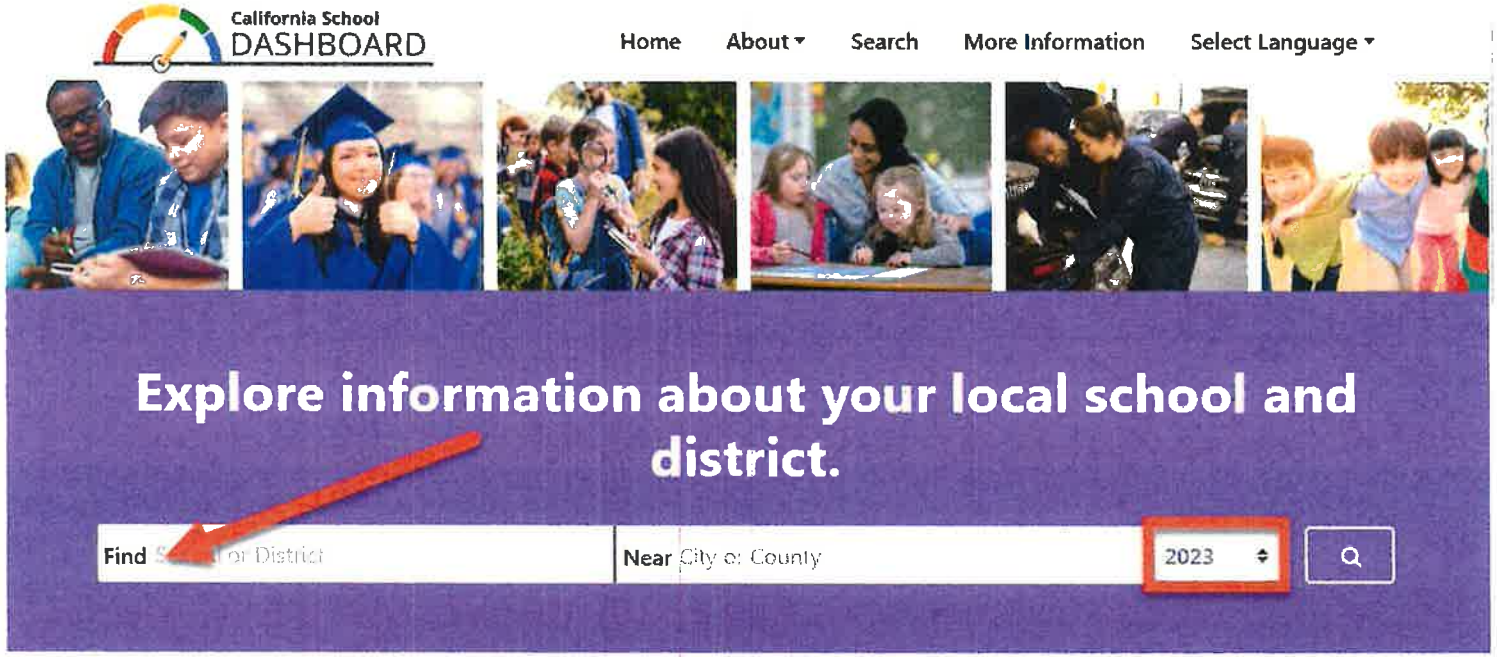
Race/Ethnicity	Total	Percentage
African American	64	0.9%
American Indian	17	0.2%
Asian	763	10.7%
Filipino	358	5%
Hispanic	5,617	79%
Two or More Races	125	1.8%
Pacific Islander	36	0.5%
White	127	1.8%

Demographics in Our Community

Name	Students with Disabilities	SED	Homeless	Foster	EL-RFEP	English Learners	EL +4 YRS
Alum Rock	16	78	1	0	7	41	49
Berryessa	12	29	2	0	16	19	36
Evergreen	X	X	X	X	X	X	X
Franklin-McKinnley	15	66	2	0	14	43	56
Mt Pleasant	17	42	0	0	9	42	52
Oak Grove	14	32	0	0	6	22	29
EASTSIDE U S D	11	47	4	0	8	17	24

Dashboard Home Page

caschooldashboard.org



ARUSD Landing Page

DISTRICT PERFORMANCE OVERVIEW

Alum Rock Union Elementary

Explore the performance of Alum Rock Union Elementary under California's Accountability System.

Generate PDF Report

View All Schools

View Additional Reports

2023

Chronic Absenteeism



Red

Suspension Rate



Yellow

English Learner Progress



Orange

English Language Arts



Orange

Mathematics



Orange

Basics: Teachers, Instructional Materials, Facilities

STANDARD MET

Implementation of Academic Standards

STANDARD MET

Parent and Family Engagement

STANDARD MET

Local Climate Survey

STANDARD MET

Access to a Broad Course of Study

STANDARD MET

English Language Arts

All Students

All Students | State



Orange

64.2 points below standard

Declined 8 Points

Number of Students: 4,471



Red

English Learners

Hispanic

Homeless

Socioeconomically Disadvantaged

Students with Disabilities



Orange

African American

Filipino

Two or More Races

White



Yellow

Asian



Green

No Student Groups



Blue

No Student Groups



No Performance Color

American Indian

Foster Youth

Pacific Islander

Mathematics

All Students

All Students | State



Orange

86.3 points below standard

Maintained 1.9 Points

Number of Students: 4,470



Red

English Learners

Hispanic

Homeless

Socioeconomically Disadvantaged



Orange

African American

Two or More Races

Students with Disabilities

White



Yellow

Filipino



Green

Asian



Blue

No Student Groups



No Performance Color

American Indian

Foster Youth

Pacific Islander

Learnings from our Data



- Schools with the highest percent of students met/exceeded standards Adelante, Linda Vista, McCollam and all 3 are out performing the state.
- Our students performed better overall in ELA than in Math.
- In Reading and Mathematics, the highest performing groups are our Asian, Filipino, white, two or more races, non ELs, and non SED.
- Students without disabilities, White, and Asian student groups all showed growth in Math while non-ELs showed growth in ELA.

English Learner Progress

English Learner Progress

All Students | State



Orange

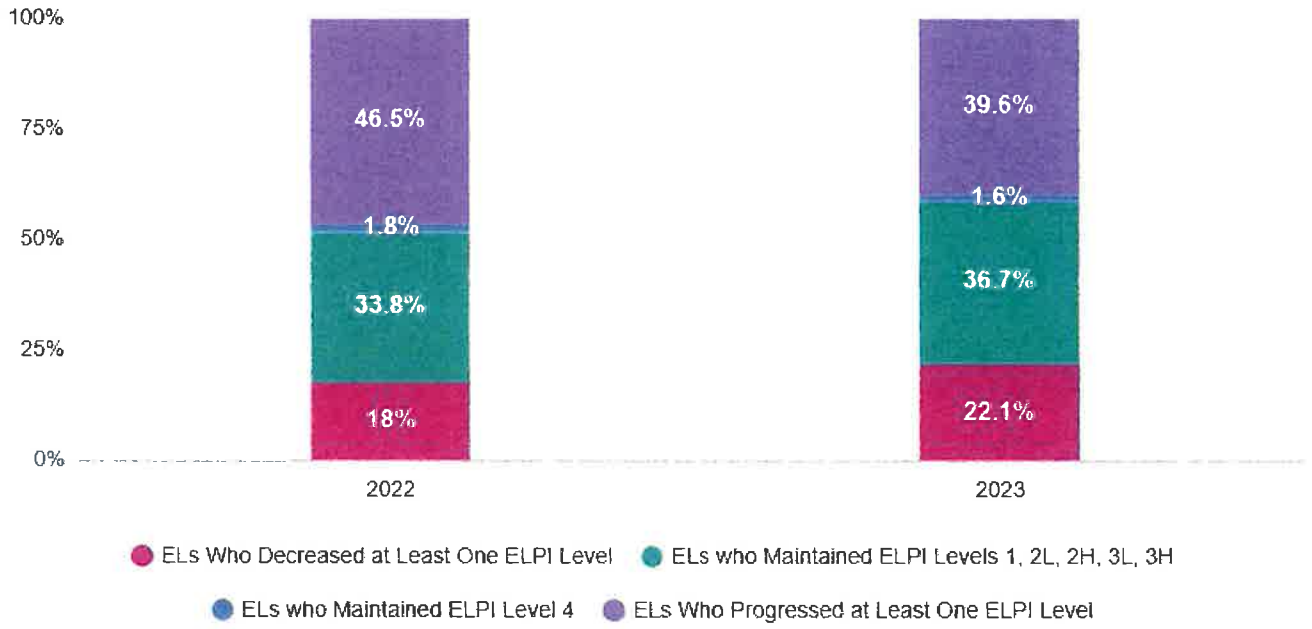
40.9% making progress towards English language proficiency

Declined 7.4%

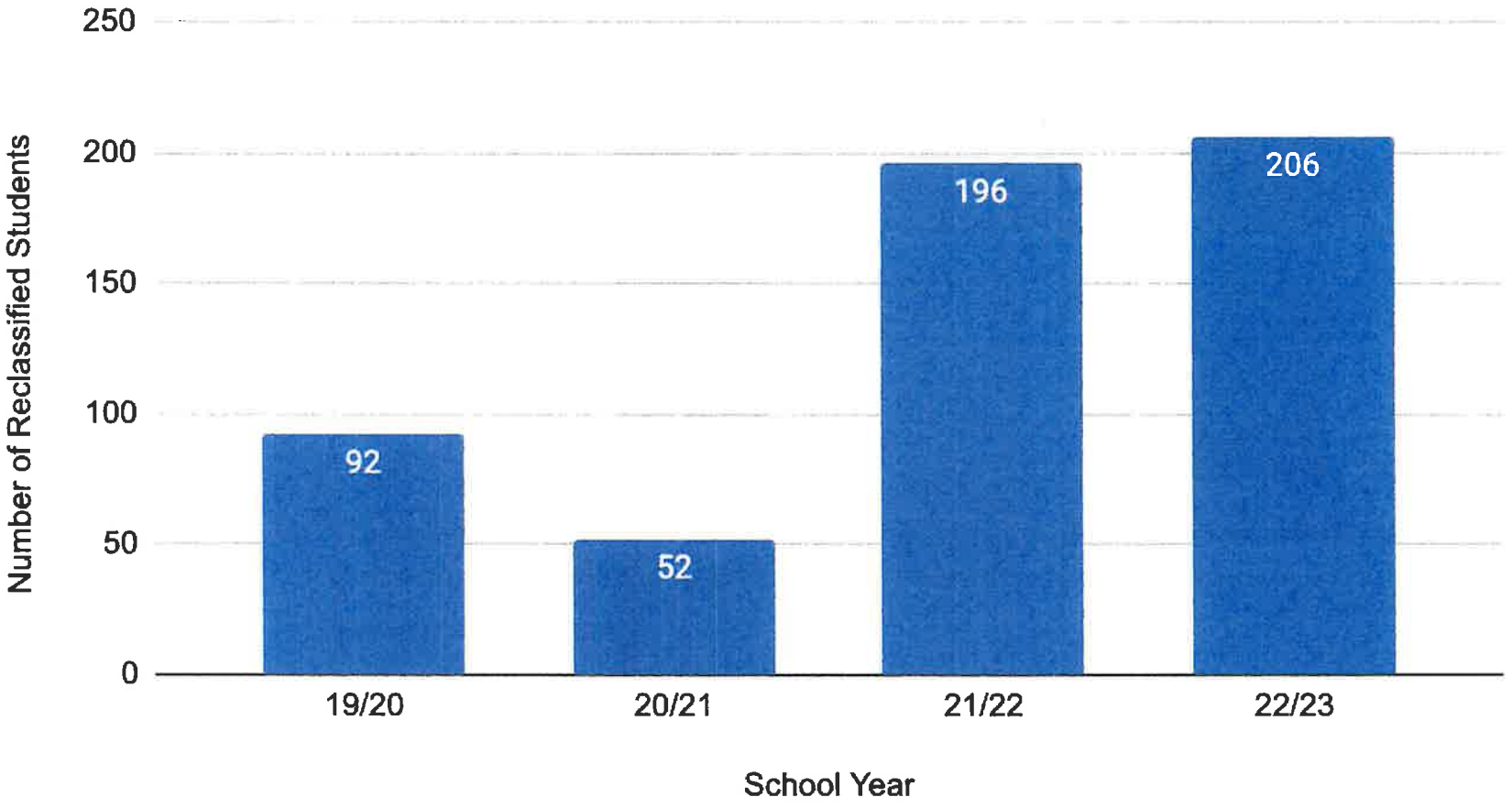
Number of EL Students: 2,368

Summative ELPAC

The percentage of current EL students who progressed at least one ELPI level, maintained ELPI level 4, maintained lower ELPI levels (i.e, levels 1, 2L, 2H, 3L, or 3H), or decreased at least one ELPI Level.



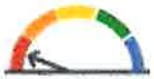
Number of Reclassified Students per School Year



Chronic Absenteeism

All Students

All Students | State



Red

21.5% chronically absent

Increased 12.3% ⓘ

Number of Students: 7,650



Red

African American
English Learners
Foster Youth
Hispanic
Homeless
Pacific Islander
Socioeconomically Disadvantaged
Students with Disabilities



Orange

Asian
Filipino
Two or More Races
White



Yellow

No Student Groups



Green

No Student Groups



Blue

No Student Groups



No Performance Color

American Indian

Suspension Rate

All Student Groups by Performance Level

13 Total Student Groups

All Students

All Students | State



Yellow

2.7% suspended at least one day

Maintained 0.1%

Number of Students: 7,848



Red

African American



Orange

Homeless

Two or More Races

Pacific Islander

Students with Disabilities



Yellow

Asian

English Learners

Foster Youth

Hispanic

Socioeconomically Disadvantaged



Green

Filipino

White



Blue

No Student Groups



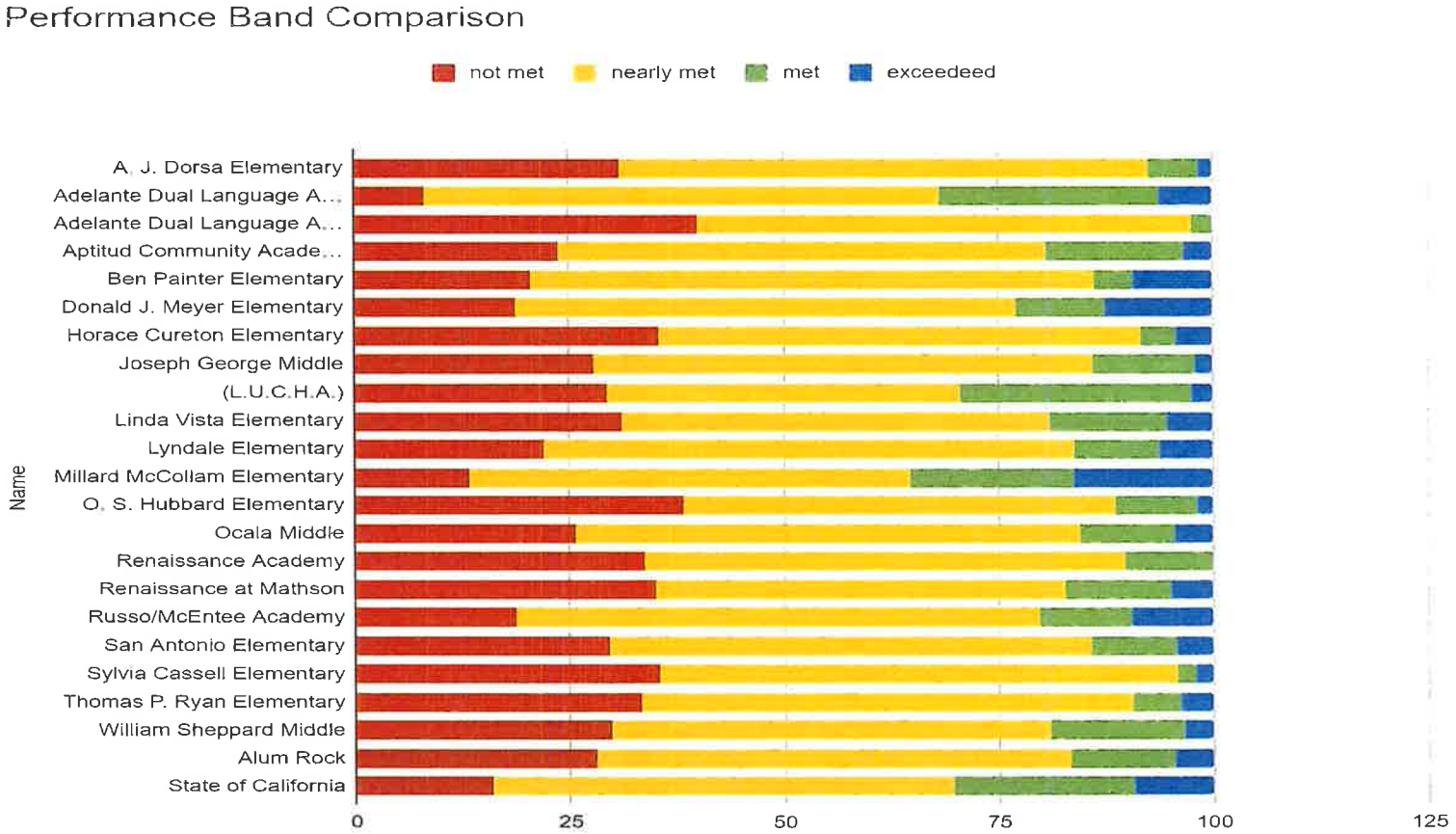
No Performance Color

American Indian

CAST - CALIFORNIA SCIENCE TEST

ACADEMIC ACHIEVEMENT IN SCIENCE

2023 SBA CAST Result by School, Percent of Students Performing at Each Performance Level



Supports

- To support academic progress in Mathematics the focus is on delivery of math curriculum, foundational skills and the new math framework.
- Universal Design for Learning training supports the unique learning needs of students- as teacher are trained.
- Foundational skills instruction for lower grades provided through Imagine Learning and TOSA supports.
- To improve academic progress of our English Language Learners we are focusing on designated/integrated ELD delivery and providing specific guidelines and strategies for instruction.
- Small group interventions in ELA and Mathematics.

Initiatives

- Implementation of the FAB 5 to Thrive
- Continued Professional Development
- MTSS Structures of Support
- Expanded Learning

CHALLENGES ARE GIFTS THAT FORCE US TO SEARCH FOR A NEW CENTER OF GRAVITY. DON'T FIGHT THEM. JUST FIND A NEW WAY TO STAND

- OPRAH WINFREY

5.01

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: **PUBLIC HEARING. District's Initial Bargaining Proposal to Open Negotiations with AREA for the period of July 1, 2024-June 30, 2027.**

Staff Analysis:

The District wishes to open negotiations with AREA for the period of July 1, 2024-June 30, 2027. Pursuant to the Educational Employment Relations Act (EERA), the parties cannot negotiate until public notice procedures are completed. These "sunshining" procedures require the proposals be presented to the public at an open Board Meeting.

Pursuant to the EERA, the District hereby presents its initial bargaining proposal to AREA for the period of July 1, 2024-June 30, 2027 for public hearing and comment.

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

To the Board of Trustees: Meeting: January 18, 2024
Recommend 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: _____

January 18, 2024

Alum Rock Union Elementary School District's (Initial Proposal)

Successor Agreement to

Alum Rock Educators Association (AREA)

for the 2024-2027 school years

Pursuant to Educational Employment Relations Act (EERA), the District hereby submits its initial bargaining proposal for the next successor agreement for the 2024-2027 school years.

Article I – Agreement

Article III – Negotiations

Article IX – Hours of Employment

Article XIII – Employee Evaluation

Article XVI – Salary (Appendix A – Salary Schedules)

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

5.02

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: **PUBLIC HEARING. AREA Initial Bargaining Proposal to Open Negotiations with the Alum Rock Union Elementary School District for the period of July 1, 2024-June 30, 2027.**

Staff Analysis:

AREA wishes to open negotiations with the District for the period of July 1, 2024-June 30, 2027. Pursuant to the Educational Employment Relations Act (EERA), the parties cannot negotiate until public notice procedures are completed. These "sunshining" procedures require the proposals be presented to the public at an open Board Meeting.

Pursuant to the EERA, AREA hereby presents its initial bargaining proposal to the District for the period of July 1, 2024-June 30, 2027 for public hearing and comment.

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

To the Board of Trustees:

Recommend Approval

5.02

Agenda Placement

Meeting: January 18, 2024
Regular Board Meeting

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

January 18, 2024

To: Alum Rock Union School District Board of Trustees
Superintendent, Hilaria Bauer
From: Alum Rock Educators Association

Re: Sunshine Notice to Open Negotiations for 2024 - 2027 Collective Bargaining Agreement

Alum Rock Educators Association intends to open the following articles in negotiations with Alum Rock Union Elementary School District in January 2024 pursuant to Article 3.1 "Negotiations" for the 2024 - 2027 Collective Bargaining Agreement.

- Article 1 Agreement
- Article 3 Negotiations
- Article 9 Hours
- Article 10 Class Size
- Article 16 Salary
- Article 17 Benefits
- Article 20 Extended Year Program
- Article 21 Summer School
- Article 27 Catastrophic Leave

6.01

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: Update on RFP Affordable Housing Developers.

Information Only

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

To the Board of Trustees: Meeting: January 18, 2024

Information Only

Regular Board Meeting

6.01
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

6.02

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: Approve the request from the Board to have all governmental mail sent to the district through the school sites to be forwarded to the district office.

Approval

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

To the Board of Trustees: Meeting: January 18, 2024

Approval

Regular Board Meeting

6.02
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

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 EDUCATION

To the Board of Trustees:

Subject: Update on Resolution No. # 21-21/22 Historical and Cultural Designation of the Mosaic at 1711 E San Antonio Street.

Information Only

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

To the Board of Trustees: Meeting: January 18, 2024

Information Only

Regular Board Meeting

6.03
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 Jose, CA 95127

7.01

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF TRUSTEES

Date: January 10, 2024

To the Board of Trustees:

Subject: **2022/2023 Annual Audit Report**

Staff Analysis: Every year the district hires an independent auditor to review our financial activities for the past fiscal year. Our auditor is Crowe, LLP. A representative from the firm will present the report to the Board.

Recommendation: Staff recommends that the Board approve the 2022/2023 Audit Report.

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

To the Board of Trustees:

Recommend Approval

7.01
Agenda Placement

Meeting: January 18, 2024
Regular Board Meeting

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

APPROVED: _____ NOT APPROVED: _____ TABLED: _____

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

7.02

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF TRUSTEES

Date: January 10, 2024

To the Board of Trustees:

Subject: **2022/2023 Annual Performance and Financial Audit of General Obligation Bonds Report**

Staff Analysis: Every year the district hires an independent auditor to review our financial activities for Measures J, I & S General Obligation Bond funds for period ending June 30, 2023. Our auditor is Crowe, LLP. A representative from the firm will present the report to the Board.

Recommendation: Staff recommends approval of the 2022/2023 Annual Performance and Financial Audit of General Obligation Bonds Report.

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

To the Board of Trustees:

Recommend Approval

7.02
Agenda Placement

Meeting: January 18, 2024
Regular Board Meeting

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

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

7.03

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: January 11, 2024

Subject: **Overview of the Governor's Budget Proposals for Fiscal Year 2024-2025**

DISCUSSION ONLY / NO ACTION

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

To the Board of Trustees: Meeting: January 18, 2024
Regular Board Meeting

DISCUSSION ONLY

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
2930 Gay Avenue, San Jose, CA 95127

8.01

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: January 11, 2024

Subject: **Approval of the Delivery Method Option for the Development of Workforce Housing**

Recommendation: Staff recommends that the Board of Trustees approve the Delivery Method Option for the Development of Workforce Housing.

**DISCUSSION / APPROVAL

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

To the Board of Trustees: Meeting: January 18, 2024
Regular Board Meeting

Recommend Approval

8.01
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

DANNIS WOLIVER KELLEY
Attorneys at Law

Project Delivery Method Options – Workforce Housing

Alum Rock Union School District

January 11, 2024

Presented By:
Clarissa Canady, Esq.
Deidree Sakai, Esq.

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Potential Options



Design-Build (Traditional or Alternative)



Design-Bid-Build

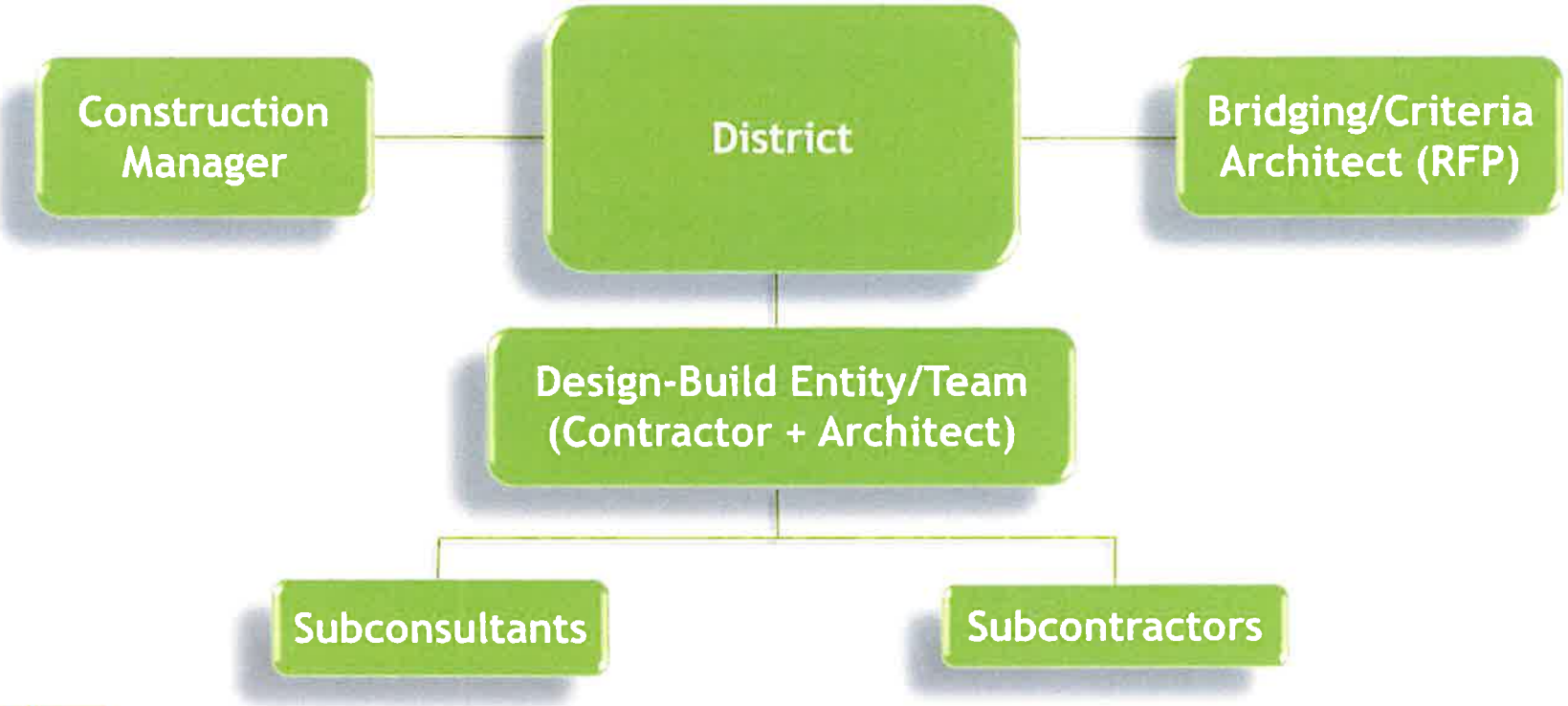


Lease-Leaseback

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DESIGN-BUILD

(Traditional - Education Code, § 17250.10 et seq. or Alternative - § 17250.60 et seq.)



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DANNIS WOLIVER KELLEY
Attorneys at Law

Procurement

- Design professional may prepare performance specifications and may include plans
- DBE selected using 2-step process:
  - Request for Qualifications based on standardized questionnaire to prequalify, or develop a short-list of, the design-build entities whose proposals shall be evaluated for final selection
    - Designer, MEP subconsultants, builder and MEP subcontractors
    - Skilled and Trained Workforce Requirement
  - Request for Proposals based on a number of factors including qualifications and price (Best Value)

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Procurement (cont.)

- Open to contract negotiation
- Compensation can be Stipulated Sum (Low Bid) for traditional design-build or "Not-to-Exceed" to cost-plus/Guaranteed Maximum Price for alternative (progressive) design-build
- Different architect finishes plans and submits to the Building Department with input of prefabricated building designer and builder
  - DBE is responsible for design and construction

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Phasing of Project & When Cost Is Determined

- Turn-key: District gives more control to DBE to return a completed project on budget and on time
  - DBE can be creative with respect to phasing
- Phasing
  - Design
    - Building Department approval of plans required
    - Early builder input before Building Department approves plans
    - If redesign due to cost is necessary, then not at District's risk
  - Construction
    - Construction cannot commence until CEQA is completed

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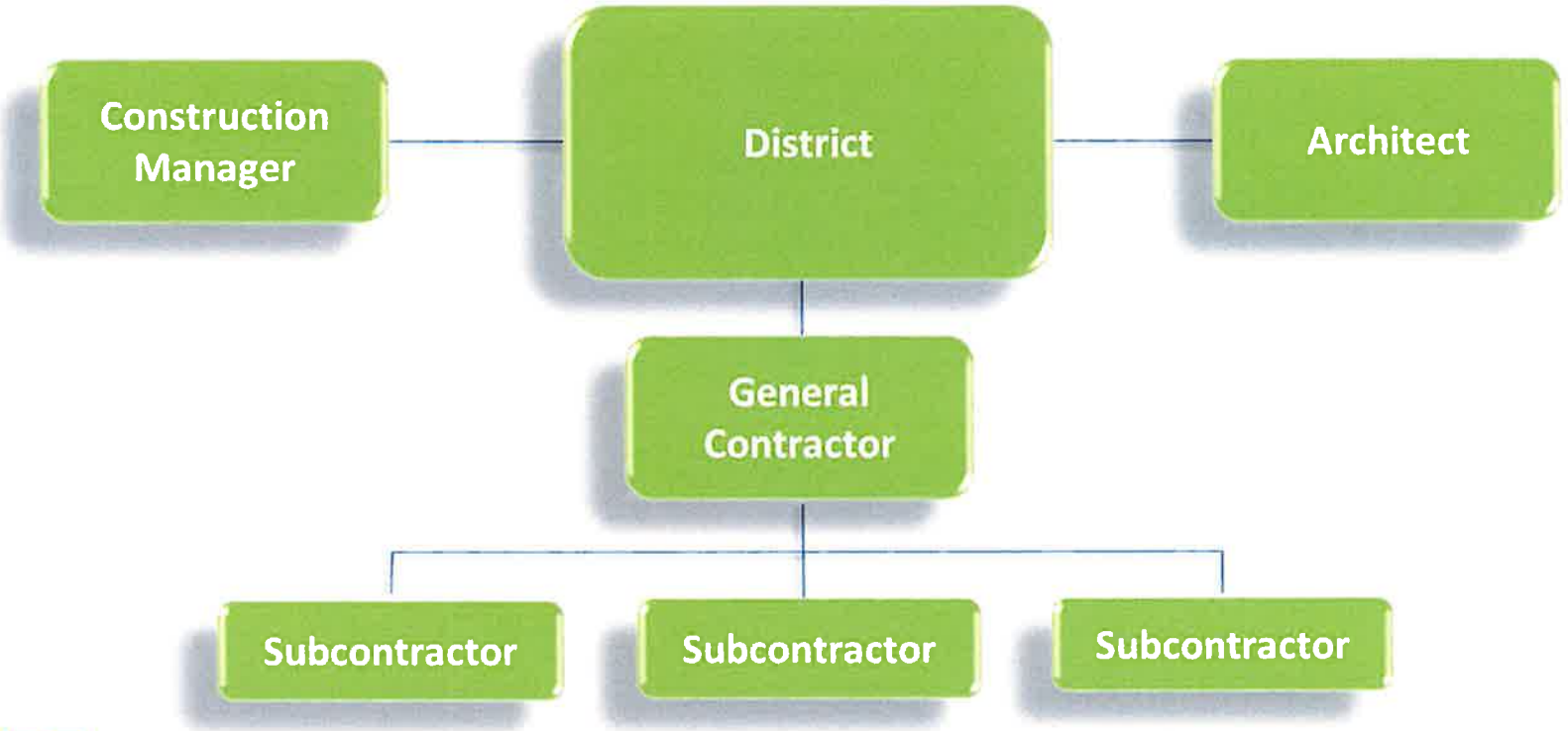
Phasing of Project & When Cost Is Determined (cont.)

- District does not have to wait until the Building Department plans are completed to set a Price (Traditional) or Cost-Plus (Alternative)
  - May still have change orders but intent is that increased teamwork would reduce overall number of change orders
- If the project is submitted to the Building Department in increments, and the subcontractors are not listed in the original proposal, then the subcontracts must be bid
  - Phases of cost is subject to market at the time of bid but is also subject to "not-to-exceed" provision
  - Same builder would be used for each phase

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DESIGN-BID-BUILD

(Public Contract Code, §§ 20111(b); 22000-22045)



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DWK
DANNIS WOLIVER KELLEY
Attorneys at Law

Procurement

- Architect submits to the Building Department but without builder input
  - District can retain a consultant providing construction management services to prepare a constructability review of plans to mitigate change orders
- After the Building Department approves plans, District hard bids based on lowest price only
  - District can require Prequalification of builder (and subcontractors)
  - Lump sum price
  - No contract negotiation

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Phasing of Project & When Cost Is Determined

- District has to wait until the Building Department plans are completed to bid
  - If bids are too high, then District reject all bids and redesign project for costs and bid again
- Actual Cost may be increased by change order/claims at end of construction
  - Because the Builder does not have input before design is completed, there is the possibility for increased change orders and claims

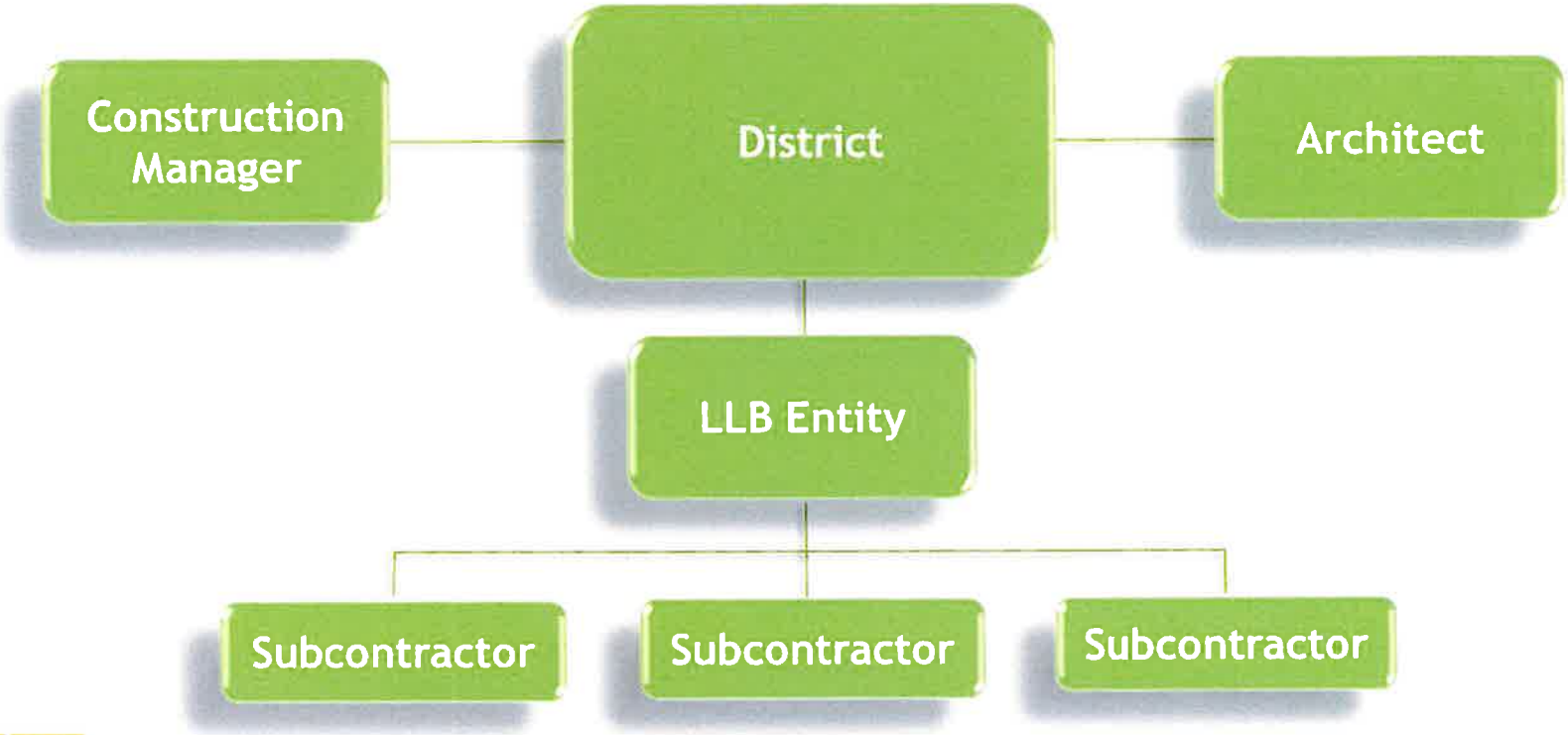
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Phasing of Project & When Cost Is Determined (cont.)

- If the project is submitted to the Building Department in increments, then the project would need to be bid as the project plans are approved
  - District would be responsible for any costs related to design/preparation of separate bid packages
  - Phases of cost is subject to market at the time of bid
    - If bids are too high, then District reject all bids and redesign project for costs and bid again
  - Possible that the project has different builders for each phase
    - Potential coordination problems

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LEASE-LEASEBACK
(Education Code, §§ 17406 and 17407.5)



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Procurement

- Builder selected using Request for Proposals based on a number of factors including qualifications and price (Best Value)
  - Mandatory Prequalification of builder and MEP subcontractors
  - Skilled and Trained Workforce Requirement
  - Open to contract negotiation
  - Contract awarded before Cost is determined
    - Cost determined after preconstruction is completed (2-step process)

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Procurement (cont.)

- Same architect can finish plans and submit to the Building Department with prefabricated building designer as subconsultant but with builder input
- No construction can be started without the Building Department approved plans
- After the Building Department approves plans, Builder gets subcontractor bids and prepares Guaranteed Maximum Price
  - Open book
  - If cost is too high, may need to redesign and resubmit to the Building Department (risk on District)
- Contract awarded with Preconstruction Services cost only. After negotiation, Facilities Lease amended to add Guaranteed Maximum Price after plans submitted to the Building Department for approval

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Phasing of Project & When Cost Is Determined

- Preconstruction Period
  - Prefabricated Building design incorporated into plans
  - Constructability Review
  - Value Engineering
- Guaranteed Maximum Price is prepared after the Building Department plans are completed and subcontractor bids are obtained
  - Second contract negotiation
  - May still have change order/claims but intent of early Builder input before design is completed is to reduce overall number of change orders and claims

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Phasing of Project & When Cost Is Determined (cont.)

- If the project is submitted to the Building Department in increments, then the project would need to be bid as the project plans are approved
  - Additional contract negotiations
  - Phases of cost is subject to market at the time of bid
  - Same builder would be used for each phase

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DWK

DANNIS WOLIVER KELLEY

Attorneys at Law

Thank You!

SAN FRANCISCO

LONG BEACH

SAN DIEGO

CHICO

SACRAMENTO

EAST BAY

FRESNO

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8.02

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: January 10, 2024

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

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

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

The following individual has applied for the vacant position:
James Tice Community-at-Large

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

James Tice Community-at-Large

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

To the Board of Trustees: Meeting: January 18, 2024
Regular Board Meeting

Recommend Approval

8.02

Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

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

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

Printed Name of Applicant JAMES TICE

Application for Appointment

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

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

Term: 2 year term*

*commencing as of the date of appointment by the Board

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

Signature James B. Tice

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

Citizens' Oversight Committee Membership:

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

____Business Representative ____Active member of Senior Citizen Group

Company Name:_____ Group Name:_____

____Member of Taxpayer Organization ____Parent/Guardian of a School District Student

Org. Name:_____ Student/School Name:_____

____Active PTA, Site Council, School District ✓ ____Community at Large (2)

Name of PTA/SSC:_____ Community Name: ALUMN ROCK SCHOOL DISTRICT RESIDENT

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

General Information:

Name: JAMES B. TICÉ

Home Address: 3506 Country Tree CT.

SAN JOSE CA Zip: 95127

Home Telephone: 408 406-3002 E-mail: jmrtice@gmail.com

Employer Information:

Name of Employer: RETIRED

Work Address: N/A

Work Telephone: _____ E-mail:_____

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

College and/or University: MISSION COLLEGE / GOLDEN UNIVERSITY

Degree/Major: A.S. Microcomputer Technology

Vocational and/or Other Institutions: Computer Science CERTIFICATE Courses

Additional Information:

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

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

N/A

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

____Yes ____✓No If yes, please explain:

N/A

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

____Yes ____✓No

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

N/A

Qualifications:

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

SOFTWARE Engineer / Business Owner & import/EXPORT/E Comm

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

Residence of the district and Looking to Volenteer and help.

Please Answer the following Questions:

1. How long have you been a resident within the District? 22 Years _____ Months

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

   Which schools: N/A

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

   ____ Yes ✓ No If yes, please explain: _____

N/A

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

Being retired and be able to help and Contribute to the district.

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

✓ Yes _____No

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

✓ Yes _____No If no, please explain.

_____

_____

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

✓ Yes _____No

Certificate of Application:

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

Signature: _____ Date: 12/22/2023

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

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

9.01

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: November 28, 2023

Subject: Arts, Music, and Instructional Materials Discretionary Block Grant

Staff Analysis: Arts, Music, and Instructional Materials Discretionary Block Grant allocates funds in the amount of $4,664,893.00. The grant has five purposes: (1) obtaining standards-aligned professional development and instructional materials for specified subject areas; (2) obtaining professional development and instructional materials for improving school climate; (3) developing diverse, culturally relevant and multilingual school library book collections; (4) operational costs, including retirement and health care cost increases; and (5) COVID-19-related costs necessary to keep pupils and staff safe and schools open for in-person instruction. This grant is spread out over 3 years.

Recommendation: Staff recommends approval from the Board of Trustees of the Arts, Music, and Instructional Material Discretionary Block Grant and Plan (2023-2026) for a total amount of $4,664,893.00.

Submitted by: Tara Bickford Title: Director, Academic Services

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

To the Board of Trustees: Meeting: January 18, 2023
Regular Board Meeting

9.01
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Art, Music and Instructional Materials Block Grant



2022- 2026

The Art, Music and Instructional Materials Discretionary Block Grant is a 4 year grant.

Table of contents

01 Grant Guidelines

02 Staff Input

03 Plan



Grant Guidelines

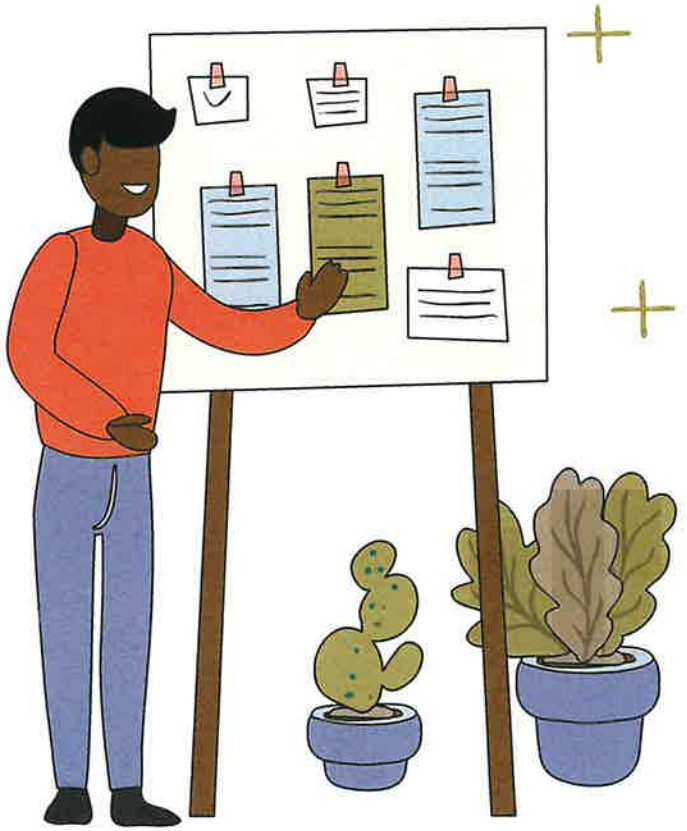
Context: Key Aspects of the Funding



- Estimated District Allocation: $4,664,893
- Requires LEA have plan that has involved stakeholder input.
- LEAs "are encouraged, but not required" to "proportionally use" their allocation for the following five purposes:

Overarching Allowable Categories:

1. Standards Aligned PD and instructional materials for specific subject areas:
   - 1.1. Visual and performing arts
   - 1.2. World languages
   - 1.3. Mathematics
   - 1.4. Science
   - 1.5. English language arts
   - 1.6. Ethnic Studies
   - 1.7. Financial literacy
   - 1.8. Media literacy
   - 1.9. Computer Science
   - 1.10. History-Social Science
2. PD on Improving school climate
3. Diverse and culturally relevant book collections
4. Operational Costs
5. COVID-19 related costs





Staff Input

Staff Input

Music Teachers

Teachers submitted a written document with ideas and suggestions

VAPA Focus group

Held a focus group with teachers to complete a needs assessment and determine what focus areas we need

Survey

Survey sent out to all teachers



Staff Input

Music teachers

- K-3 music instructors
- Expansion of music offerings
- Replace instruments that are beyond repair
- Transportation
- Instrument coaches
- Instrument storage/lockers
- Music curriculum and app subscriptions
- Separate coordinator roles: one for VAPA and one for PE/Sports

Survey

Staff felt we should spend funds on….

- Standards aligned VAPA materials (47%)
- VAPA Professional Development (59%)
- Improving school climate materials and PD (75%)
- Ethnic Studies instructional materials(31%)
- Ethnic Studies Professional Development (33%)
- Diverse, culturally relevant books for classrooms (64%)

Focus group

- Elementary choir
- Art at elementary
- Field trips
- Expand instruments
- General music in lower elementary





Plan

Five Focus Areas

Standards Aligned

- Art curriculum for all elementary core classrooms
- Middle School Art Class curriculum
- Classroom music for all 2nd and 3rd grade classrooms with a credentialed teacher
- Enhancing current music programs
- Professional development
- Bridge materials for ELA and Math Curriculum

School Climate

- Classroom behavior professional development
- Calming corners

Ethnic Studies

- Create plan
- Create Curriculum
- Professional development
- Books and print materials
- Guest speakers
- Field trips

Culturally Responsive Libraries

- Create grade level teams to research and choose books for classroom libraries
- Professional development

Intervention Specialists

- Provide staffing for tier 2 intervention support to students in math and reading

FOCUS AREA	Subject	PLANNED ACTION	2022-2023	2023-2024	2024-2025	2025-2026
obtaining standards-aligned professional development and instructional materials for specific subject areas	**VAPA**	Arts and music stakeholder input, planning and evaluation • Create a team • Support implementation • Evaluate • Survey	Stakeholder input gathered for plan - meeting and survey	$1,000	$1,000	$1,000
	VAPA	Art in Elementary Classrooms (Tk-5) (NEW) ($4,000 per school) • Develop team to review programs for use and make recommendations - possibly pilot • Create a team to align art curriculum to supplement core instructional programs (alignment map) • Purchase the curriculum for classrooms teachers • Purchase Materials for art		$5,000	$102,000	$102,000
	VAPA	Middle School Art Courses Curriculum (NEW) • Develop team to review programs for use and make recommendations - possibly pilot • Purchase the curriculum for classroom teachers • Purchase materials for each middle school art teacher • Planning for alignment of art curriculum to core instructional programs		$5,000	$76,000	$76,000

FOCUS AREA	Subject	PLANNED ACTION	2022-2023	2023-2024	2024-2025	2025-2026
	VAPA	*Classroom Music for 2nd and 3rd grade (NEW) ** Contingent on 3 teachers • Core teachers give intervention time, while students go to music class (new music teachers hired with Prop 28 funds) • Curriculum • Materials		PROP 28	$220,000 PROP 28	PROP 28
	VAPA	Support Elementary Band (4th to 5th grade) (EXISTING) • Instruments • Expand inventory • Update obsolete instruments • Replace missing instruments • Purchase new curriculum • Materials (example: new music stands, new music, etc.)		$418,000		
	VAPA	Support Elementary Choirs (EXISTING) • Materials (example: risers, new music, keyboard, etc.)		$90,000	$10,000	$13,291
	VAPA	Supporting Middle School Music (EXISTING) • Instruments • Expand inventory • Update obsolete instruments • Replace missing instruments • Materials (example: instruments, risers, outdoor inflatable shells, uniforms/performance attire, etc.)		$418,000		

FOCUS AREA	Subject	PLANNED ACTION	2022-2023	2023-2024	2024-2025	2025-2026
	VAPA	Support District Mariachi (EXISTING) • Additional and replacement Instruments • Trajes de Charro		$25,000	$25,000	
	VAPA	Support Jazz Band (EXISTING) • Expand instrument inventory for existing and obsolete • Instruments • Performance attire • Transportation for rehearsals ($525/week)		$20,000	$30,000	$60,000
	ELA/Math	Bridge Materials for English Language Arts and Mathematics (NEW) • Research what research based programs are available to bridge until new adoptions • Develop team to review programs for use and make recommendations - possibly pilot • Pilot materials • Purchase the curriculum for classroom teachers • (Professional Development under educator effectiveness)		$25,000	$370,183	
Totals				$1,007,000	$834,183	$252,291

FOCUS AREA	Subject	PLANNED ACTION	2022-2023	2023-2024	2024-2025	2025-2026
obtaining professional development and instructional materials for improving school climate	**Classroom Behavior**	Classroom Behavior (NEW) • Classroom Behavior Professional Development • Classroom calming corners / materials			$140,000	$140,000
Ethnic Studies in all schools	**Ethnic Studies**	Ethnic Studies (NEW) • Create Ethnic studies plan and delivery model • Create Ethnic Studies Curriculum • Community Involvement Members • Development Team Meetings • Professional development for teachers • Books and print materials for instructional lessons • Guest Speakers • Field Trips • Resolutions and support materials for in class teaching • Registration for teams to attend regional • Ethnic Studies action committees		$100,000	$165,000	$165,000

FOCUS AREA	Subject	PLANNED ACTION	2022-2023	2023-2024	2024-2025	2025-2026
Developing diverse, culturally relevant and multilingual school library book collections	**ELA/ History/ Science/ Math**	Create grade level teams to research and choose books for classroom libraries • Order and receive books • Create collections and put together per school / per classroom • Review to ensure they are culturally and linguistically authentic, relevant and issued by a reputable publisher) • (CDE Recommended Literature) • (TeachingBooks.net) • Professional Development - Author PD		$50,000	$400,000	$50,000
Intervention Specialists	**Math/ ELA**	Provide staffing for tier 2 intervention support to students in math and reading			$1,300,000	
Approx. Total Spent/year				$1,157,000	$2,619,183	$607,291
Indirect Cost				$74,279	$168,152	$38,988
Totals				$1,231,279	$2,787,335	$646,279

Total Allocation for ARUSD	$4,664,893

Thank you!
We request your approval of our plan.

9.02

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: December 6, 2023

Subject: **Kidango Designation of California State Preschool Program (CSPP) Facility Responsibility- Cesar Chavez Early Learning Center and Cesar Chavez Center**

Staff Analysis: **The Memorandum of Understanding between the Alum Rock Union Elementary School District and Kidango is a formal agreement to provide California State Preschool Programs (CSPP) within the district. Preschool services will be provided at Cesar Chavez Early Learning Center (CCELC), 2000 Kammerer Ave., San Jose, California, 95116 and Cesar Chavez Center, 1990 Kammerer Ave., San Jose, California 95116.**

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

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

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

To the Board of Trustees:

Recommend Approval

9.02

Agenda Placement

Meeting: January 18, 2024
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

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

WHEREAS, The Memorandum of Understanding between the Alum Rock Union Elementary School District and Kidango is a formal agreement to provide California State Preschool Programs (CSPP) within the district. It is agreed that Kidango will provide preschool services at Cesar Chavez Early Learning Center (CCELC), 2000 Kammerer Ave., San Jose, California, 95116 and Cesar Chavez Center, 1990 Kammerer Ave., San Jose, California 95116;

WHEREAS, Kidango Center Director Josefina Garcia-Castillo, is designated to receive and submit all documents pertaining to Cesar Chavez Early Learning Center (CCELC), 2000 Kammerer Ave., San Jose, California, 95116 and Cesar Chavez Center, 1990 Kammerer Ave., San Jose, California 95116;

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

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

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

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

PASSED AND ADOPTED, this 18th day of January, 2024, 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:

Corina Herrera-Loera, President _____

Andrés Quintero, Vice President _____

Andrea Flores Shelton, Clerk _____

Linda Chavez, Member _____

Minh Pham, 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 January 18, 2024.

_____ _____

Hilaria Bauer, Ph.D., Superintendent Date

9.03

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: December 6, 2023

Subject: **California Department of Education Expenditure Quarter 1 Report, from Aptitud Community Academy at Goss Early Literacy Support Block Grant (ELSB), and Literacy Action Plan in year-three of implementation.**

Staff Analysis: **CDE has awarded Aptitud Community Academy at Goss a grant in the amount of $613,140. The purpose of the grant and supporting Board approved action plan is to strengthen, develop, and implement evidence-based literacy instruction and support in transitional kindergarten through grade three (TK-3rd) over a period of three-and-half years implementation. In compliance with Early Literacy Support Block Grant (ELSB), the Expenditure Quarterly Report provided for reporting period Quarter 1 FY 2023, demonstrate expenditures are consistent with Aptitud Community Academy at Goss Literacy Action plan.**

Recommendation: **Information only**

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

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

To the Board of Trustees:

Meeting: January 18, 2024
Regular Board Meeting

Information Only

9.03
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Early Literacy Support Block Grant

2023–24 Year-to-Date Expenditure Signature Form

Educator Excellence and Equity Division
California Department of Education

Local Educational Agency: Alum Rock Union School District

Implementation Year 3 (2023–24) Grant Reporting Period:

- [■] Quarter 1 (July 1, 2023 – September 30, 2023) Report Due October 31, 2023
- [ ] Quarter 2 (October 1, 2023 – December 31, 2023) Report Due January 31, 2024
- [ ] Quarter 3 (January 1, 2024 – March 31, 2024) Report Due April 30, 2024
- [ ] Quarter 4 (April 1, 2024 – June 30, 2024) Report Due July 31, 2024

Budget Revision Request:

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

[■] Yes [ ] No

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

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

Grant Project Coordinator Name: Dr. Dianna Ballesteros

Grant Project Coordinator Signature: Dr. Dianna Ballesteros 10/23/2023

Date Signed (if not included in electronic signature):

Fiscal Agent Name: Maria Bonilla

Fiscal Agent Signature: M Bonilla

Date Signed (if not included in electronic signature): 10/23/2023

Local Educational Agency (LEA) Information

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

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

Quarter 1 Budget Narrative Form

Implementation Year 3 Quarter 1 (July 1 - September 30)

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

Object Code	Object Code Description	Description	School Site or LEA Name	Expenditures
1000	Certificated Salaries	Salary for Literacy Coach - Literacy Team, Melissa Gonzalez.	Aptitud	$17,004.36
2000	Classified Salaries			$0.00
3000	Employee Benefits	Related Benefits to Literacy Coach	Aptitud	$5,135.28
4000	Books and Supplies			$0.00
5000	Services and Other Operating Expenditures (excluding Subagreements for Services 5100)			$0.00
5100	Subagreements for Services (not subject to indirect costs)			$0.00
5200	Participant Travel/ Project Staff Travel			$0.00
5800	Professional/Consulting Services & Operating Expenses			$0.00
6000	Capital Outlay (not subject to indirect costs)			$0.00
7000	Indirect Costs	6.42%	Aptitud	$1,421.36
Totals	Totals calculate automatically			$23,561.00

Year-to-Date (YTD) Form
Fiscal Year 2023-24

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

Object Code	Object Code Description	Approved Implementation Year 3 Budget	Quarter 1 Expenditures	Quarter 2 Expenditures	Quarter 3 Expenditures	Quarter 4 Expenditures	Cumulative Expenditures	Unspent Balance
1000	Certificated Salaries	$0.00	$17,004.36	$0.00	$0.00	$0.00	$17,004.36	-$17,004.36
2000	Classified Salaries	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
3000	Employee Benefits	$0.00	$5,135.28	$0.00	$0.00	$0.00	$5,135.28	-$5,135.28
4000	Books and Supplies	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
5000	Services and Other Operating Expenditures (excluding Subagreements for Services 5100)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
5100	Subagreements for Services (not subject to indirect costs)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
5200	Participant Travel/ Project Staff Travel	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
5800	Professional/Consulting Services & Operating Expenses	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
6000	Capital Outlay (not subject to indirect costs)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
7000	Indirect Costs	$0.00	$1,421.36	$0.00	$0.00	$0.00	$1,421.36	-$1,421.36
Totals	Totals calculate automatically	$0.00	$23,561.00	$0.00	$0.00	$0.00	$23,561.00	-$23,561.00

Year 3: Narrative Budget Revision Justification

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

Instructions:
Insert additional rows to document line items, if necessary
Group the Object Codes chronologically
Refer to the Instructions Tab, for more guidance

Object Codes	School Site Name or LEA Name	Original Detailed Budget Narrative	Revised Detailed Budget Narrative	Justification for Movement of Grant Funds	Year 3 Original Budget Amount	Year 3 Change (+/-)	Year 3 Proposed Budget Revision
1000 Certificated Salaries	Aptitud	Extended Duty for Literacy Action Plan implementation planning 10 teachers x 8 hours x $45	Extended Duty for Literacy Action Plan implementation planning 10 teachers x 20 hours x $52	Extended Duty Rate increased for Year 3 due to negotiated raise for 23-24 FY.	$ 3,600.00	$6,800.00	$10,400.00
	Aptitud	Extended Duty for Literacy workshop attendance 10 teachers x 6 hours x $45	Extended Duty for Literacy workshop attendance 10 teachers x 6 hours x $52	Extended Duty Rate increased for Year 3 due to negotiated raise for 23-24 FY.	$ 2,700.00	$420.00	$3,120.00
	Aptitud	Substitute teachers for monthly release day collaboration 10 teachers x 10 release days x $240/day	Substitute teachers as needed for release day collaboration	Decreased budget for Substitutes teachers due to Substitutes shortages.	$ 24,000.00	$ (20,000.00)	$ 4,000.00
	Aptitud	1.0 FTE Literacy Coach	1.0 FTE Literacy Coach	Current year budgeted salary was less than projected.	$ 106,000.00	$ (6,890.00)	$ 99,110.00
	Aptitud		Additional 1.0 FTE Literacy Coach	We're considering on adding a second 1.0 FTE Literacy Coach to support the site.	$0.00	$ 82,000.00	$82,000.00
2000 Classified Salaries	Aptitud				$ -	$ -	$ -
3000 Employee Benefits	Aptitud	STRS, Medicare, Unemployment Ins, Workers Comp	STRS, Medicare, Unemployment Ins, Workers Comp	Increased benefits due to the increased Health & Welfare for the Literacy Coach.	$ 31,107.40	$ 40,580.29	$ 71,687.69
4000 Books and Supplies	Aptitud	SIPPS Curriculum	SIPPS Curriculum		$ 1,879.10	$ -	$ 1,879.10
	Aptitud	Guided Reading Libraries	Guided Reading Libraries	Increased allocation for guided reading libraries due to not purchasing the Guided Reading Libraries in Year 2.	$ 4,972.46	$ 5,027.54	$ 10,000.00
	Aptitud		Heggerty Curriculum	Additional Heggerty Curriculum for the Year 3 for continuity for new staff and leadership.		$ 3,000.00	$3,000.00
	Aptitud		LETRS Curriculum	For Year 3, we're considering LETRS, a course of study based on the science of reading for new teachers and leadership.		$ 50,000.00	$50,000.00
5000 Services and Other Operating Expenditures (excluding Subagreement for Services and Travel)	Aptitud	N/A			$ -	$ -	$ -
5100 Subagreement for Services (not subject to indirect costs)	Aptitud	N/A			$ -	$ -	$ -
5200 Participant Travel/ Project Staff Travel	Aptitud	ongoing workshops	ongoing workshops	For Year 3, we're considering giving teachers the opportunity to participate and attend Literacy Conferences of their choosing.	$ 2,500.00	$ 7,500.00	$ 10,000.00
5800 Professional/Consulting Services & Operating Expenses	Aptitud	Technology Licenses to support daily practice with familes HearBuilder 10 x $199 Headsprout 6 x $275			$ 3,976.71	$ -	$ 3,976.71
	Aptitud		Consortium on Reaching Excellence in Education : Initial profesional development and ongoing collaboration and support to implement SIPPs program	Due to new Teachers, new Principal and new Vice-Principal we will expand the learning of SIPPS for all new staff in Year 3.	$0.00	$ 40,000.00	$40,000.00
	Aptitud		Heggerty Professional Development in-person	For Year 3, we're considering having the Heggerty Professional Development in-person on a Saturday.	$0.00	$ 5,000.00	$5,000.00
6000 Capital Outlay (not subject to indirect costs)	Aptitud	N/A	N/A		$ -	$ -	$ -
7000 Indirect Costs	Aptitud			The Indirect Costs increased due to increases on Instructional Material and Professional Development for new Teachers and Leadership.	$ 12,850.26	$ 12,455.68	$ 25,305.94
Total		7.11%	6.42%		$ 193,585.93	$ 225,893.51	$ 419,479.44

Proposed Budget Revision Request

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

Instructions:
Each grant recipient must submit this form to reflect proposed changes in expenditures during the grant period of December 1, 2020, through June 30, 2024.
The Total for the four years MUST match the amount listed on the Grant Award Notification.

Object Code	Line Item	Planning Year Original Budget	Planning Year Change (+/-)	Planning Year Budget Revision	Year 1 Original Budget	Year 1 Change (+/-)	Year 1 Budget Revision	Year 2 Original Budget	Year 2 Change (+/-)	Year 2 Budget Revision	Year 3 Original Budget	Year 3 Change (+/-)	Year 3 Budget Revision	Revised Budget Total
1000	Certified Personnel Salaries	$ 6,525.00	$ (3,442.74)	$ 3,082.26	$ 75,833.00	$ (40,564.03)	$ 35,268.97	$ 174,164.03	$ (119,020.86)	$ 55,143.17	$ 136,300.00	$ 62,330.00	$ 198,630.00	$ 292,124.40
2000	Classified Personnel Salaries	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3000	Employee Benefits	$ 1,146.95	$ (606.58)	$ 540.37	$ 13,572.60	$ (6,288.08)	$ 7,284.52	$ 40,424.96	$ (21,658.55)	$ 18,766.41	$ 31,107.40	$ 40,580.29	$ 71,687.69	$ 98,278.99
4000	Books and Supplies	$ -	$ 8,570.47	$ 8,570.47	$ 36,181.89	$ (25,008.70)	$ 11,173.19	$ 40,155.42	$ (36,284.79)	$ 3,870.63	$ 6,851.56	$ 58,027.54	$ 64,879.10	$ 88,493.39
5000	Services and Other Operating Expenditures (excluding Subagreements for Services and Travel)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5100	Subagreements for Services (not subject to indirect costs)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5200	Travel and Conferences	$ 1,000.00	$ (1,000.00)	$ -	$ 1,800.00	$ (1,800.00)	$ -	$ 1,800.00	$ (1,800.00)	$ -	$ 2,500.00	$ 7,500.00	$ 10,000.00	$ 10,000.00
5800	Professional/Consulting Services & Operating Expenses	$ -	$ -	$ -	$ 49,326.71	$ (10,759.99)	$ 38,566.72	$ 32,326.71	$ (32,326.71)	$ -	$ 3,976.71	$ 45,000.00	$ 48,976.71	$ 87,543.43
6000	Capital Outlay (not subject to indirect costs)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7000	Indirect Costs - Must not exceed LEA's approved rate	$ 725.84	$ 294.72	$ 1,020.56	$ 12,546.71	$ (5,984.65)	$ 6,562.06	$ 18,613.83	$ (14,802.60)	$ 3,811.23	$ 12,850.26	$ 12,455.68	$ 25,305.94	$ 36,699.79
Total		**$ 9,397.79**	**$ 3,815.87**	**$ 13,213.66**	**$ 189,260.91**	**$ (90,405.45)**	**$ 98,855.46**	**$ 307,484.95**	**$ (225,893.51)**	**$ 81,591.44**	**$ 193,585.93**	**$ 225,893.51**	**$ 419,479.44**	**$ 613,140.00**

9.04

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: December 8, 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: January 18, 2024
Regular Board Meeting

Recommend Approval

9.04
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Alum Rock Union Elementary School District

Field Trip Information Sheet

Overnight Field Trips are in BOLD **Field Trips for Board Approval: January 18, 2024**

School	Field Trip Event	City, and County	Date	Grade	# of classes	Budget (coding)	Purpose: (academic standard the trip supports)
Renaissance Academy @ Fischer	Monterey Bay Aquarium	Monterey	02/07/2024	8th	1	060-9010-0-5835-00-1110-1000-000000-290-2110	Students will learn about different STEM careers, such as Marine Biology and enhance their learning of science objectives and standards.
McCollam	Hiller Aviation Museum	San Carlos San Mateo County	02/09/2024	2nd	2	088-8210-0-5835-00-1110-4000-000000-040-0502	To participate in the Amazing Aircraft program
Cassell	**Nature Bridge Golden Gate**	**Sausalito Marin County**	**03/13/2024 – 03/15/2024**	**5th**	**2**	**060-3010-0-5815-00-1110-1000-000000-200-1190**	**Science Camp to explore, investigate, research and write report.**
Sheppard	Alcatraz	San Francisco	03/15/2024	8th	4	060-3010-0-5835-00-1110-1000-000000-170-1190	Students will learn about the justice system and prison reform issues and the ecology of the San Francisco Bay.
Russo/McEntee	**Camp Koinonia**	**Corralitos, CA**	**02/06/2024 – 02/09/2024**	**5th**	**2**	**060-9010-0-5808-00-1110-1000-000000-320-2320**	**Students will participate in weekly garden and science investigations that will connect to their learning at science camp.**
Joseph George	Music in the Parks Festival at Six Flags	Vallejo	05/18/2024	7th/8th Band	1	088-8210-0-5808-00-1110-1000-000000-250-0502	Students will participate in the CMEA – style band festival with awards ceremony
Renaissance Academy @ Mathson	CA Academy of Science	San Francisco	02/14/2024	7th	4	060-3010-0-5808-00-1110-1000-000000-295-1190	Explore exhibits of the amazon rainforest, Exploratorium and many more.

Field Trip Information Sheet

School	Field Trip Event	City, and County	Date	Grade	# of classes	Budget (coding)	Purpose: (academic standard the trip supports)
Russo/McEntee	Henry Cowell State Park	Scotts Valley	03/13/2024	3	2	060-9010-0-5835-00-1100-1000-000000-320-2320	Students will hike and observe the old growth of the redwood forest.
Adelante 1	Monterey Bay Aquarium	Monterey	05/30/2024	3	3	PTA	Students will learn about marine life while focusing on habitat, survival and defense mechanisms. Students will observe marine animals and note habitats and physical traits.
Adelante 1	Hiller Aviation Museum	San Carlos, CA	01/29/2024	5	1	PTA	To learn and explore more on aviation; aerodynamics as well as the California Aviation history.
Adelante 1	CA Academy of Science	San Francisco	01/19/2024	2	3	PTA	Students will be able to experience hands on the different habitats around the world. Students will be able to experience hands on activities about dinosaurs: habitat, body and survival tools they used.

9.05

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: January 8, 2024

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

Staff Analysis: The Quarterly Report on Williams Uniform Complaints lists the number of Complaints received and resolved.
The Santa Clara County Office of Education requires that the District submit a Quarterly Report on Williams Uniform Complaints for all Alum Rock schools. The complaints could be in the areas of insufficient textbooks, teacher vacancy or poor conditions of facilities during October 1, 2023, through December 31, 2023. There was zero complaints.

Recommendation: Staff recommends the board approval on the 2nd Quarter Report on Williams Uniform Complaints.

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

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

To the Board of Trustees:

Recommend Approval

9.05
Agenda Placement

Meeting: January 18, 2024
Regular Board Meeting

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Academic School Year 2023-24
Quarterly Report on Williams Uniform Complaints
[Education Code § 35186]

District: Alum Rock Union Elementary School District

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

Quarterly Report Submission Date:

(Please check one)

- ☐ Jul 1 – Sep 30, 2023 (due Oct 27, 2023)
- ☑ Oct 1 – Dec 31, 2023 (due Jan 27, 2024)
- ☐ Jan 1 – Mar 31, 2024 (due Apr 27, 2024)
- ☐ Apr 1 – Jun 30, 2024 (due Jul 27, 2024)

Date for information to be reported publicly at governing board meeting: January 18, 2024

Please check the box that applies:

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

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

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

Dr. Hilaria Bauer

Print Name of District Superintendent

Signature of District Superintendent

Date

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

10.01

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

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

Staff Analysis:

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

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

To the Board of Trustees: Meeting : January 18, 2024
Regular Board Meeting

Information Only

10.01

Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled : _____

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

January 18, 2023

CERTIFICATED RESIGNATIONS:

I. Resignation:

1.	Lo, Kristina	2/Cureton Elementary	01/05/2024
2.	McCombs, Karen	SDC/Aptitud Academy	12/22/2023

HUMAN RESOURCES DEPARTMENT
MEETING OF THE BOARD OF TRUSTEES

January 18, 2024

CLASSIFIED RESIGNATIONS:

I. **Resignations:**

1.	Martinez, Nataly	Paraeducator 9.5mo/McCollam	01/12/2024

10.02

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: **Approve Revised Job Description – MAINTENANCE WORKER I**

Staff Analysis:
Under immediate supervision, performs semi-skilled building maintenance and repair work, and does related or other work required.

Recommendation:

District administration is recommending that the Board of Trustees approve the revised CSEA job description – MAINTENANCE WORKER I.

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

To the Board of Trustees: Meeting: January 18, 2024 Regular Board Meeting

Recommend Approval

10.02

Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

MAINTENANCE WORKER I
Draft

DEFINITION

Under immediate supervision, performs semi-skilled building maintenance and repair work; and does related or other work as required.

DISTINGUISHING CHARACTERISTICS

This is the entry-level class in the Maintenance Worker series. An employee in this class learns to perform a variety of semi-skilled tasks related to building maintenance, installation, alteration, maintenance and repair and assists other workers in performing more skilled work. Employees receive training in a variety of trades. Initially work is done under close supervision; however, as experience and skills are gained employees work more independently.

EXAMPLES OF DUTIES

- Learns to perform semi-skilled painting, glazing, carpentry, plastering, locksmithing, masonry, plumbing, metal work, welding, electrical, heating and air conditioning, and related maintenance trades work.
- Performs general minor plumbing repair; repairs leaking faucets, unstops clogged lines; assists in installation of water and sewer lines.
- Installs and replaces fixtures, outlets, bulbs and fuses.
- Learns to maintain and perform minor repairs on locks, appliances heating and air conditioning and related mechanical devises.
- Assists skilled workers in a variety of skilled building trades tasks.
- Maintains driveways, and playgrounds; assists with spraying chemicals for weed control.
- Operates a variety of motorized tools, equipment and vehicles, and performs minor maintenance; uses hand tools common to the building maintenance trades.
- May perform other grounds maintenance or related work as required.

SPECIAL REQUIREMENTS

- Possession of an appropriate California Driver's License issued by the State Department of Motor Vehicles.
- Two years journey level experience and appropriate licensing or certification may be required contingent on assignment (i.e. – pest control, HVAC, etc.)

MINIMUM QUALIFICATIONS

Knowledge of:

- Basic methods, practices, tools and materials used in several building maintenance trades
- Occupational hazards and safety preclusions

Ability to:

- Learn to perform semi-skilled work in a variety of building trades
- Understand and follow oral and written instructions
- Write simple notations and prepare simple reports
- Do heavy manual labor
- Maintain effective working relationships

TRAINING AND EXPERIENCE

Verifiable evidence of at least six months of semi-skilled experience in at least one of the building trades; or one year of unskilled labor in a building trade.

ESSENTIAL FUNCTIONS

- **Mobility** – Stand for long periods of time; push and pull; bend and squat; drive; operate heavy equipment; climb stairs; crawl, lift over 70 pounds
- **Visual** – Reaching; grasping; repetitive motion; writing
- **Hearing/Talking** – Hear on the telephone/radio; hear faint sounds; talk on the telephone/radio
- **Emotional/Psychological** – Factors-Emergency situations; public contact; decision making; heights; hazardous materials; working alone; working weekend/nights/overtime
- **Environmental Conditions** – Noise; dirt, dust, smoke, fumes, poor ventilation; indoor and outdoor temperature conditions

PHYSICAL EXAMINATION

- Successful completion of a physical examination by a licensed physician based on the physical requirements of this position.
- WRITTEN AND PERFORMANCE TEST REQUIRED

PHYSICAL EMPLOYMENT STANDARDS

Alum Rock Union Elementary School District complies with the Americans with Disabilities Act (ADA) and upon request, will consider reasonable accommodations to enable individuals with disabilities to perform essential job functions.

Salary Range: 11
Work Year: 12
Bargaining Unit: TEAMSTERS
Last Updated: 11/15/23 Board Approved:

10.03

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: **Approve Revised Job Description – MAINTENANCE WORKER II**

Staff Analysis:
Under immediate supervision, performs semi-skilled building maintenance and repair work, and does related or other work required.

Recommendation:

District administration is recommending that the Board of Trustees approve the revised CSEA job description – MAINTENANCE WORKER II.

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

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

Meeting : January 18, 2024 Regular Board Meeting

10.03
Agenda Placement

Hilaria Bauer
Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled : _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

MAINTENANCE WORKER II
Draft

DEFINITION

Under general supervision, performs semi-skilled building maintenance and repair work; and does related or other work as required.

DISTINGUISHING CHARACTERISTICS

This is the second level in the Maintenance Worker series. An employee in this class performs a variety of semi-skilled tasks and assists in more complex tasks related to building installation, alteration, maintenance and repair. Employees receive training in a variety of trades. Initially, while more skilled work is performed under close supervision, employees independently perform more routine tasks. As employees gain experience and skill, they independently perform semi-skilled work.

EXAMPLES OF DUTIES

- Performs semi-skilled painting, glazing, carpentry, plastering, locksmithing, masonry, plumbing, metal work, welding, electrical, mechanical, heating and air conditioning, and related maintenance trades work.
- Performs general minor plumbing repair; repairs leaking faucets, unstops clogged lines; assists in installation of water and sewer lines.
- Installs and replaces light fixtures, outlets, bulbs, and fuses.
- Maintains and performs minor repairs on locks, appliances, and heating and air conditioning, and related mechanical devices.
- Assists skilled workers in a variety of skilled building trades tasks.
- Maintains playgrounds, and driveways; assists with spraying chemicals for weed and rodent control.
- Operates a variety of motorized tools, equipment and vehicles, and performs minor maintenance of equipment; uses hand tools common to the building maintenance trades.
- May perform other grounds maintenance or related work as required.

SPECIAL REQUIREMENTS

- Possession of an appropriate California Driver's License issued by the State Department of Motor Vehicles.
- Two years journey level experience and appropriate licensing or certification may be required contingent on assignment (i.e. – pest control, HVAC, etc.)

MINIMUM QUALIFICATIONS

Knowledge of:
- Standard methods, practices, tools and materials used in several building maintenance trades

- Occupational hazards and safety preclusions

Ability to:

- Train and lead workers of lesser skill and experience in work as necessary
- Understand and follow oral and written instructions
- Write simple notations and prepare simple reports
- Do heavy manual labor
- Establish and maintain effective working relationships

TRAINING AND EXPERIENCE

Three years of semi-skilled experience in at least one of the building trades, including carpentry, painting, plumbing, heating and air conditioning, electrical, locksmith, welding/fencing, or pest control.

OR PATTERN II: 18 months as a Maintenance Worker I at Alum Rock Union Elementary School District.

ESSENTIAL FUNCTIONS

- **Mobility** – Stand for long periods of time; push and pull; bend and squat; drive; operate heavy equipment; climb stairs; crawl, lift over 70 pounds
- **Visual** – Reaching; grasping; repetitive motion; writing
- **Hearing/Talking** – Hear on the telephone/radio; hear faint sounds; talk on the telephone/radio
- **Emotional/Psychological** – Factors-Emergency situations; public contact; decision making; heights; hazardous materials; working alone; working weekend/nights/overtime
- **Environmental Conditions** – Noise; dirt, dust, smoke, fumes, poor ventilation; indoor and outdoor temperature conditions

PHYSICAL EXAMINATION

- Successful completion of a physical examination by a licensed physician based on the physical requirements of this position.
- WRITTEN AND PERFORMANCE TEST REQUIRED

PHYSICAL EMPLOYMENT STANDARDS

Alum Rock Union Elementary School District complies with the Americans with Disabilities Act (ADA) and upon request, will consider reasonable accommodations to enable individuals with disabilities to perform essential job functions.

Salary Range: 12
Work Year: 12
Bargaining Unit: TEAMSTERS
Last Revised: 11/15/23 Board Approved:

10.04

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: **Approve Revised Job Description – MAINTENANCE WORKER III**

Staff Analysis:
Under immediate supervision, performs skilled building maintenance and repair work, and does related or other work required.

Recommendation:

District administration is recommending that the Board of Trustees approve the revised CSEA job description – MAINTENANCE WORKER III.

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

To the Board of Trustees: Meeting: January 18, 2024 Regular Board Meeting

Recommend Approval

10.04

Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

MAINTENANCE WORKER III

(HVAC, Locksmith, Plumber, Electrician, Pest Control, Landscaper, Welding/Fencing, Carpenter, Painter)

DEFINITION

Under direction, performs skilled building maintenance and repair work; and does related or other work as required.

DISTINGUISHING CHARACTERISTICS

This is the journey level class in the Maintenance Worker series. An employee in this class independently performs a variety of skilled tasks related to building trades including, but not limited to; construction, installation, alteration, maintenance and repair. This class differs from that of Maintenance Worker II in that an employee of the latter class functions at the sub-journey level performing semi-skilled tasks and assisting in skilled work. This class differs from the Maintenance Worker IV (Lead Maintenance Worker), in that an employee of the latter class is a lead worker providing direction and assistant to Maintenance Workers I, II and III.

EXAMPLES OF DUTIES

- Performs skilled painting, glazing, carpentry, plastering, locksmithing, masonry, plumbing, metal work, welding, electrical, mechanical heating and air conditioning, and related maintenance trades work.
- Pours concrete, hangs doors, lays flooring, installs partitions and drop ceilings; repairs door closures, furniture and roofing; performs general carpentry work.
- Performs general plumbing repair; installs water and gas lines, lavatories and faucets; unplugs sewers and drains.
- Installs and replaces light fixtures, bulbs, ballasts and fuses; installs conduit, electrical wiring, switches and outlets.
- Maintains and performs minor repairs on locks, appliances, heating and air conditioning, and related mechanical devices.
- Operates and maintains a variety of motorized tools, equipment and vehicles.
- Maintains playgrounds, and driveways, spays chemicals for weed and rodent control.

SPECIAL REQUIREMENTS

- Possession of an appropriate California Driver's License issued by the State Department of Motor Vehicles.
- Two years journey level experience and appropriate licensing or certification may be required contingent on assignment (ie – pest control, HVAC, etc.)

MINIMUM QUALIFICATIONS

Knowledge of:

- Standard methods, practices, tools and materials used in several building maintenance trades
- Occupational hazards and safety preclusions

Ability to:
- Support semi-skilled or unskilled workers
- Prepare and work from sketches or plans for construction, renovation and maintenance of buildings and equipment
- Make accurate estimates of time and material required for repair and maintenance work
- Use tools employed in the building trades
- Keep records and prepare reports
- Understand and follow oral and written instructions
- Establish and maintain effective working relationships

TRAINING AND EXPERIENCE

PATTERN I: Two years of journey level experience in at least one of the building trades.

PATTERN II: Four years' experience as a Maintenance Worker II at Alum Rock Union Elementary School District.

ESSENTIAL FUNCTIONS

- **Mobility** – Stand for long periods of time; push and pull; bend and squat; drive; operate heavy equipment; climb stairs; crawl, lift over 70 pounds
- **Visual** – Reaching; grasping; repetitive motion; writing
- **Hearing/Talking** – Hear on the telephone/radio; hear faint sounds; talk on the telephone/radio
- **Emotional/Psychological** – Factors-Emergency situations; public contact; decision making; heights; hazardous materials; working alone; working weekend/nights/overtime
- **Environmental Conditions** – Noise; dirt, dust, smoke, fumes, poor ventilation; indoor and outdoor temperature conditions

PHYSICAL EXAMINATION
- Successful completion of a physical examination by a licensed physician based on the physical requirements of this position.
- WRITTEN AND PERFORMANCE TEST REQUIRED

PHYSICAL EMPLOYMENT STANDARDS
Alum Rock Union Elementary School District complies with the Americans with Disabilities Act (ADA) and upon request, will consider reasonable accommodations to enable individuals with disabilities to perform essential job functions.

Salary Range: 15
Work Year: 12 months
Bargaining Unit: TEAMSTERS
Last Revised: 12/19/23 Board Approved:

10.05

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: **Approve Revised Job Description – LEAD GROUND MAINTENANCE WORKER**

Staff Analysis:
Under direction, leads and participates in skilled grounds and landscaping maintenance work, and pest control and abatement, and does related or other work required.

Recommendation:

District administration is recommending that the Board of Trustees approve the revised CSEA job description – LEAD GROUND MAINTENANCE WORKER.

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

To the Board of Trustees:
Recommend Approval
10.05
Agenda Placement

Meeting :
January 18, 2024
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

LEAD GROUNDS MAINTENANCE WORKER

Draft

DEFINITION

Under direction, leads and participates in skilled grounds and landscaping maintenance work, and pest control and abatement, and does related or other work required.

DISTINGUISHING CHARACTERISTICS

This is the fourth level class in the Maintenance Worker classification series. An employee in this class leads the work of Maintenance Workers I-III assigned to the grounds division of the Maintenance Division, and independently performs a variety of skilled tasks related to grounds maintenance and pest control and abatement.

EXAMPLES OF DUTIES

- Plans and schedules work of Maintenance Workers assigned tasks related to the landscaping of school grounds.
- May participate in the selection of staff; assigns, trains, and provides feedback to staff.
- Estimates labor and material costs; orders necessary supplies.
- Applies or directs the application of pesticides in accordance with all applicable laws and regulations of the California Department of Food & Agriculture and others that may apply.
- Establishes long-term strategies and techniques for the suppression and eradication of pests and other insects related to safe and the wellbeing of school grounds.
- Operates and maintains a variety of motorized tools, and equipment and vehicles.

SPECIAL REQUIREMENTS

- Four years journey level experience and appropriate licensing or certification in HVAC, Pest Control, etc. may be required.
- Possession of a Class C California operator's license issued by the State Department of Motor Vehicles.

MINIMUM QUALIFICATIONS

Knowledge of:

- Methods and practices, tools and materials, safety precautions and occupational hazards of building trades, and grounds and landscaping trades.
- Principles of equipment operation and its maintenance and repair Methods, procedures, tools and equipment used in above trade Safety rules and regulations applied to above trade
- General maintenance, operations, procedures and techniques for a variety of equipment systems used in above trade
- The safe use and operation of the tools in the above trade
- Computer operations and proficient in software applications

Ability to:

- Assign, lead and instruct the work of a group of journey and sub-journey level workers
- Prepare work from sketches or plans for landscaping and grounds maintenance
- Make accurate estimates of time and material required for the maintenance of school grounds
- Use tools employed in the grounds and landscaping trades
- Keep records and prepare reports

TRAINING AND EXPERIENCE

PATTERN I: Experience:Four years' experience of journey level experience in a building of grounds or landscaping trades.

PATTERN II: Experience: Five years' experience as a Maintenance Worker III in Alum Rock Union Elementary School District

ESSENTIAL FUNCTIONS

- **Mobility**
  - Exert physical strength necessary to move object from one level to another often during the day weighing at least fifty (50) pounds each time
  - Maintain entire body in erect position without change of location for up to 30 minutes
  - Rest weight on lower part of body; move forward from the waist; rest on back or stomach
  - Rotate neck or upper trunk to right or left from neutral position while sitting or standing
  - Position arms from elbow flexion to extension
  - Ascend or descend ladders, scaffolding, stairs, poles, inclined surfaces
  - Maintain body equilibrium on narrow or inclined surfaces
  - Perform tasks on knees, or sitting on one's heels; flex and extend the foot

    - Use hands for simply grasping, firm grasping, and fine manipulation with dominant/non-dominant or both hands
    - Wear protective apparel including goggles, face protectors, aprons, shoes, and breathing apparatus if required for safety reason
- **Visual** – Clear vision at 20 inches or less; judge distances and relationships between objects; identify and distinguish exact colors
- **Emotional/Psychological** – Factors-Emergency situations; decision making; heights; hazardous materials; working alone; working weekend/nights/overtime
- **Environmental Conditions** – Noise; dirt, dust, grass, pollen, fumes, outdoor temperature conditions (hot, cold, wet, windy or humid)

PHYSICAL EXAMINATION

- Successful completion of a physical examination by a licensed physician based on the physical requirements of this position.
- WRITTEN AND PERFORMANCE TEST REQUIRED

PHYSICAL EMPLOYMENT STANDARDS

Ability to meet the physical requirements to safely and effectively perform required duties including: use truck, hand tools, ladders, electrical equipment, painting equipment, and forklift on all necessary surfaces.

Alum Rock Union Elementary School District complies with the Americans with Disabilities Act (ADA) and upon request, will consider reasonable accommodations to enable individuals with disabilities to perform essential job functions.

Range:	16	
Work Year:	12 months	
Bargaining unit:	Teamsters	
Last Revised:	11/15/23	Board Approved:

10.06

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 Revised Job Description – LEAD MAINTENANCE WORKER BUILDING MAINTENANCE**

Staff Analysis:
Under direction, leads and participates in skilled building maintenance and repair work, and does related or other work required.

Recommendation:

District administration is recommending that the Board of Trustees approve the revised CSEA job description – LEAD MAINTENANCE WORKER BUILDING MAINTENANCE.

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

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

Meeting: January 18, 2024 Regular Board Meeting

10.06
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

LEAD MAINTENANCE WORKER

BUILDING MAINTENANCE

DRAFT

DEFINITION

Under direction, leads and participates in skilled building maintenance and repair work, and does related or other work as required.

DISTINGUISHING CHARACTERISTICS

This is the fourth level class in the Maintenance Worker classification series. An employee in this class leads Maintenance Workers I-III's and independently performs a variety of skilled task related to building construction, installation, alteration, maintenance and repair.

EXAMPLES OF DUTIES

- Plans, coordinates, and leads the work of a group of employees engaged in the construction, renovation and maintenance District buildings, grounds ad equipment; estimates labor and material costs; orders necessary supplies.
- May participate in the selection of staff; assigns, trains, and provides feedback to staff.
- Leads and participates in skilled painting, glazing, carpentry, plastering, locksmithing, masonry, plumbing, metal work, welding electrical, mechanical, heating and air conditioning and related maintenance work.
- Pours concrete, hangs doors, lays flooring, installs partitions and drop ceiling; repairs door closers, furniture and roofing.
- Operates and maintains a variety of motorized tools, equipment and vehicles.

SPECIAL REQUIREMENTS

- Four years journey level experience and appropriate licensing or certification., HVAC, Pest Control, etc. may be required.
- Possession of a Class C California operator's license issued by the State Department of Motor Vehicles.

MINIMUM QUALIFICTIONS

Knowledge of:

- Methods and practices, tools and materials, safety precautions and occupational hazards of building trades, and grounds and landscaping trades.
- Principles of equipment operation and its maintenance and repair Methods, procedures, tools and equipment used in above trade Safety rules and regulations applied to above trade
- General maintenance, operations, procedures and techniques for a variety of equipment systems used in above trade
- The safe use and operation of the tools in the above trade
- Computer operations and proficient in software applications

Ability to:

- Assign, lead and instruct the work of a group of journey and sub-journey level workers
- Prepare work from sketches or plans for landscaping and grounds maintenance
- Make accurate estimates of time and material required for the maintenance of school grounds
- Use tools employed in the grounds and landscaping trades
- Keep records and prepare reports.

TRAINING AND EXPERIENCE

PATTERN I: Four years of journey level experience in one of the building trades.

PATTERN II: Five years' experience as Maintenance Worker III in Alum Rock Union Elementary School District.

ESSENTIAL FUNCTIONS

- **Mobility**
  - Exert physical strength necessary to move object from one level to another often during the day weighing at least fifty (50) pounds each time
  - Maintain entire body in erect position without change of location for up to 30 minutes
  - Rest weight on lower part of body; move forward from the waist; rest on back or stomach
  - Rotate neck or upper trunk to right or left from neutral position while sitting or standing
  - Position arms from elbow flexion to extension
  - Ascend or descend ladders, scaffolding, stairs, poles, inclined surfaces
  - Maintain body equilibrium on narrow or inclined surfaces

    - Perform tasks on knees, or sitting on one's heels; flex and extend the foot
    - Use hands for simply grasping, firm grasping, and fine manipulation with dominant/non-dominant or both hands
    - Wear protective apparel including goggles, face protectors, aprons, shoes, and breathing apparatus if required for safety reason
- **Visual** – Clear vision at 20 inches or less; judge distances and relationships between objects; identify and distinguish exact colors
- **Emotional/Psychological** – Factors-Emergency situations; decision making; heights; hazardous materials; working alone; working weekend/nights/overtime
- **Environmental Conditions** – Noise; dirt, dust, grass, pollen, fumes, outdoor temperature conditions (hot, cold, wet, windy or humid)

PHYSICAL EXAMINATION

- Successful completion of a physical examination by a licensed physician based on the physical requirements of this position.
- WRITTEN AND PERFORMANCE TEST REQUIRED

PHYSICAL EMPLOYMENT STANDARDS

Ability to meet the physical requirements to safely and effectively perform required duties including: use truck, hand tools, ladders, electrical equipment, painting equipment, and forklift on all necessary surfaces.

Alum Rock Union Elementary School District complies with the Americans with Disabilities Act (ADA) and upon request, will consider reasonable accommodations to enable individuals with disabilities to perform essential job functions.

Range:	16	
Work Year:	12 months	
Bargaining unit:	Teamsters	
Last Revised:	11/15/23	Board Approved:

10.07

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: **Approve the adoption of the District's Initial Bargaining Proposal to Open Negotiations with AREA for the period of July 1, 2024-June 30, 2027.**

Staff Analysis:

Staff recommends that the Board of Trustees approves the adoption of the District's initial proposal for the period of July 1, 2024-June 30, 2027 as presented and directs Superintendent and/or her designee to begin negotiations with AREA.

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

To the Board of Trustees: Meeting: January 18, 2024 Regular Board Meeting

Recommend Approval

10.07

Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

January 18, 2024

Alum Rock Union Elementary School District's (Initial Proposal)

Successor Agreement to

Alum Rock Educators Association (AREA)

for the 2024-2027 school years

Pursuant to Educational Employment Relations Act (EERA), the District hereby submits its initial bargaining proposal for the next successor agreement for the 2024-2027 school years.

Article I – Agreement

Article III – Negotiations

Article IX – Hours of Employment

Article XIII – Employee Evaluation

Article XVI – Salary (Appendix A – Salary Schedules)

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

11.01

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF TRUSTEES

To the Board of Trustees: Date: January 18, 2024

Subject: Approve Contract with Q Communications for Public Relations Marketing Services

Staff Analysis: On October 27, 2023, the District issued an RFP for Public Relations Marketing Services. The District received five (5) proposals; however, only two (2) firms (CESO and Q Communications) met all the requirements of the RFP. The District interviewed the two firms and selected Q Communications as the finalist based on its qualifications, pricing and local presence.

Recommendation: Staff recommends the Board of Trustees approve the contract with Q Communications in the amount of $180,000 for the period of January 19, 2024 through January 18, 2025.

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

To the Board of Trustees:

Recommend Approval

11.01
Agenda Placement

Meeting: January 18, 2024
Regular Board Meeting

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Superintendent's Office (School/Dept.) VENDOR NO. _____

Submitted by: Dr. Ildavia Bauer

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: Q Communications

   Address: 24 Mandana Circle City: Oakland State: CA Zip: 94610

   Phone: (415) 867-8327 Email Address: cassegcommunications.net

   SSN: _____ or Fed I.D. #: 27-0301617

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date 1/19/24 end date 1/18/25

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

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

   Provide public relations and marketing services.

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

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

   _____ b. **Other:** $15,000 /month (describe rate agreement) not to exceed $180,000.

   FY 23-24 $ 90,000 FY 24-25 $90,000

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	PRG. TITLE	BUS. OFC
010	0000	0	5815	00	0000	~~7200~~ 2700	000000	710	5013			

1/11/24

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

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

9. **INDEMNIFICATION:** Contractor shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Contractor, the Contractor Parties in the performance of or failure to perform Contractor's obligations under this Agreement, including, but not limited to Contractor's or the Contractor Parties' use of the site, performance of the Services, breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph.

10. **INSURANCE:** Without in any way limiting Contractor's liability, or indemnification obligations set forth in Paragraph 9 above, Contractor shall secure and maintain throughout the Term of this Agreement the insurance with minimum limits as described in the attached Exhibit A, School Programs Insurance Requirements. Neither Contractor nor any of the Contractor Parties shall commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered to and approved by District. All insurance policies shall include an endorsement stating that District and District Parties are named additional insureds. All of the policies shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to District. If such a notice is not given or even if District receives a notice, District may, at its sole option, terminate this Agreement. All insurance policies shall include an endorsement stating that it is primary to any insurance or self-insurance maintained by District and shall waive all rights of subrogation against District and/or the District Parties. A copy of the declarations page of Contractor's insurance policies shall be attached to this Agreement as proof of insurance. The Contractor will maintain general liability insurance, including automobile coverage, in an amount as may be reasonably necessary to assure compliance with the indemnification provision, herein above. Additional insurance may he required by ARUESD. The Contractor agrees to produce copies of the required policies of insurance upon request of ARUESD. All or certain of the requirements of this provision may be waived in writing by ARUESD; however, any waiver shall not affect the Contractor's other obligations under this Agreement.

11. **NON-DISCRIMINATION/AFFIRMATIVE ACTION:** No discrimination shall be made in the employment of persons under this agreement because of the race, color, national origin, age, ancestry, physical handicap, religion, or sex of such person or any other basis protected by law. The Board of Trustees of ARUESD maintains a policy of providing equal opportunity in all aspects of employment.

12. **LICENSE AND AUTHORITY:** The Contractor warrants that he/she/it will maintain all necessary licenses, registrations, and certifications during the term of this agreement, and that, if other than a natural person, it is duly authorized to enter into this agreement by its governing or controlling body. Contractor shall provide evidence or copies of all necessary licenses, registrations and certifications upon ARUESD's request, including Criminal Background Checks (fingerprint clearance) according to provisions in Ed. Code 45125.1.

13. **EQUIPMENT AND FACILITIES:** The Contractor will provide all necessary equipment and facilities to render his/her/its services pursuant to this agreement, unless the parties to this agreement specifically agree in writing that said equipment and facilities will provided in a different manner.

14. **EXPENSES:** The Contractor shall be responsible for all costs and expenses incident to the performance of services for ARUESD, including but not limited to: all costs of equipment provided by the Contractor, all fees, fines, licenses, bonds, or taxes required of or imposed against the Contractor, and all other of the Contractor's costs of doing business. ARUESD shall not be responsible for an expenses incurred by the Contractor in performing services for ARUESD except as provided by the agreement.

15. **TAX REPORTING/PAYMENT RESPONSIBILITIES:** ARUESD shall provide an annual statement of compensation paid on the appropriate federal and/or state information forms. The Contractor is responsible for payment of any federal and/or state tax amounts due.

16. **ASSIGNMENT:** Without the written consent of ARUESD, this agreement is not assignable by the Contractor, either in whole or in part.

17. **GOVERNING LAW AND LABOR CODE:** The validity of this agreement and any of its terms or provisions a well as the rights and duties of the parties hereunder shall be governed by the State of California. The Contractor shall be subject to and shall comply with all Federal, State, and Local laws and regulations applicable with respect to its performance under this contract, including but not limited to, licensing, employment and purchasing practices, and wages, hours and conditions of employment, including non-discrimination. Contractor shall comply with the applicable provisions of the Labor Code, Section 1720-1861, State of California, especially in regards to prevailing wages, copies of which are available at the District Office.

18. **AMBIGUITY:** The parties to this agreement, and each of them, hereby represent that the language contained herein is to be construed jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.

19. **APPROVALS:** These signatures attest the parties' agreement hereto:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Program Manager: _____ Date: _____

Director of Fiscal Services: [signature] Date: 1/11/24

Asst. Supt., Bus. Services: [signature] Date: 1/11/24

Superintendent: _____ Date: _____

CONTRACTOR:

Name of Company/Contractor: Q COMMUNICATIONS

Signature: [signature] Date: 1/11/2024

Printed Name: CASS CAULFIELD + STACY ROLLO Title: PARTNERS

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

[redacted]

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT
DISTRICT GUIDELINES

STOP!!!

Please complete questionnaire below before completing Independent Contractor form.

Contractor Name: Q COMMUNICATIONS

PART I	YES	NO
1. Has this category of worker already been classified an "employee" by the IRS? (i.e. administrators, teachers/instructors, substitutes, school bus drivers, clerical staff, athletic coaches, tutors, cafeteria workers, counselors, examination monitors, proctors, librarians, nurses, psychologists, intern psychologists, individuals "filling in" on an interim basis, specialty teachers)		✓
2. Is this individual working as an employee prescribed by the Education Code?		✓
3. Is the individual already an employee of the district in another capacity?		✓
4. Has the individual performed substantially the same services for the district as an employee in the past?		✓
5. Are there currently employees of the district doing substantially the same services as will be required of this individual?		✓
6. Does the district have the **legal right** to control the method of performance by this individual?		✓
7. Are the services, as being provided, an integral part of school operations?		✓
If the answer to any of the above questions is **"YES" — STOP HERE!!!** Do not complete the rest of the questions. The individual is the district's employee and must be paid through payroll as a contracted employee. Call Human Resources for further details.		
If all of the above are **"NO", continue...**		
PART II	YES	NO
8. Must the required services be performed by this individual?		✓
9. Does the district have a continuing relationship with this individual?		✓
10. Can this relationship be terminated without the consent of both parties?	✓	
If the answer to the question 8, 9, or 10 is **"YES"**, there is a good possibility that an employment relationship exists. Questions 8 & 9 are indicators of district control that, in conjunction with other factors, imply an employment relationship. Go back to PART I and re-evaluate each question. If questions 1-7 are still all **"NO"** continue...		
11. Does the individual operate an independent trade or business that is available to the general public?	✓	
12. Does the individual have a substantial investment in his/her business, (i.e. maintains a facility, equipment, etc.)?	✓	
If either 11 or 12 are **"NO"**, the individual is a district employee **STOP HERE** and process the individual through Human Resources and payroll.		
If 11 and 12 are both **"YES"**, continue...		
13. Does the individual provide all materials and support services necessary for the performance of this service?	✓	
14. Is this paid by the job or on a commission?	✓	
15. Does the individual bear the cost of any travel and business expenses incurred to perform this service?	✓	
If 11 and 12 are **"YES"**, 13 through 15 should also be **"YES"** and are items that should be written into the Independent Contract. This individual is an Independent Contractor. A **"YES"** on questions 13 through 15 supports the district's conclusion and substantiates a "reasonable basis" for treatment as independent contractor. While there are circumstances where the district may pay contractually provided expenses, these should be kept at a minimum to avoid giving the impression of an employment relationship.		

By signing below, Contractor and Program Manager attest that they have reviewed District guidelines and certify that the information above is true and correct.

Contractor Signature: [signature] Date: 1/11/24

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

PUR - 116

Rev. 07/19

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
SCHOOL PROGRAMS INSURANCE REQUIREMENTS

Indemnification: Contractor shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Contractor, the Contractor Parties in the performance of or failure to perform Contractor's obligations under this Agreement, including, but not limited to Contractor's or the Contractor Parties' use of the site, performance of the Services, breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph.

Insurance. The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amounts indicated below.

Commercial General Liability (CGL). Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, **including products and completed operations, property damage, bodily injury, sexual misconduct, and personal & advertising injury** with limits no less than **$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. If the contractor maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District. (Refer to chart below.)

Automobile Liability. ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **$1,000,000** per accident for bodily injury and property damage. If the contractor maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District. (Refer to chart below.)

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 Agreement 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. (Refer to chart below.)

Professional Liability (Errors and Omissions). Professional Liability (Errors and Omissions) Insurance as appropriate to the Contractor's profession with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate. If the contractor maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District. At least a 2 year tail when written on a claims made form is required. (Refer to chart below)

Type of Coverage Minimum Requirement
Commercial General Liability Insurance, (including Bodily Injury, Personal Injury, Sexual Misconduct, Property Damage, Advertising Injury, and Medical Payments)
Each Occurrence $1,000,000
General Aggregate $2,000,000
Automobile Liability Insurance - Any Auto
Each Accident $1,000,000
General Aggregate No Aggregate
Professional Liability $1,000,000
Workers Compensation Statutory Limits
Employer's Liability $1,000,000

The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess Insurance.

Proof of Carriage 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 coverages have been delivered with ACORD forms in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

Contractor shall provide such notice: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice, and renewal certificates and endorsements should be received before the renewal dates."

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. (If a contractor is contracting for multiple sites, have the certificate of insurance made out to Alum Rock Union Elementary School District for the fiscal year.)

The Entity, its officers, officials, employees, and volunteers are to be included as additional insured on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. The additional insured status can be provided in the form of an endorsement to the Contractor's insurance (form CG D4 17 01 12).
A certificate of insurance evidencing that the District and the State and their agents, representatives, employees, trustees, officers, consultants, and volunteers are included as additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. The Additional Insured coverage under the Contractor's general liability policy shall be "primary and non-contributory" and will not seek contribution from the Public Entity's insurance or self insurance and shall be at least as broad as CG 20 01 04 13.

Waiver of Subrogation. Contractor hereby grants to District a waiver of any right to subrogation which any general liability, auto liability, workers' compensation and umbrella insurer of said Contractor may acquire against the District by virtue of the payment of any loss under such insurance. Contractor agrees to obtain this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation from the insurer. This may be done either by policy endorsement or inclusive policy language.



Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

With the exception of professional liability insurance, if applicable, all policies shall be written on an occurrence form. If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***

3. If coverage is canceled or non-renewed, and not replaced ***with another claims-made policy form with a Retroactive Date prior to*** the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of work.

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.

Special Risks or Circumstances. District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.

Contractor/Subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this agreement for the full period of time allowed by law.

The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this agreement.

All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability.

Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Insured or the Public Entity.

I am a representative of the Contractor entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor. I have read, understand, and agree to comply with the Indemnity and Insurance requirements supplied with this Purchase Order.

Date: 1/11/2024

Name of Contractor or Company: Q COMMUNICATIONS

Representative's Name and Title: CASS CAULFIELD / PARTNER

Signature: Cass Caulfield

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:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.

- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its 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 Services of this Agreement.

Date: 11/14/2023

Name of Contractor: Q COMMUNICATIONS

Signature: Cass Caulfield / Stacy Pollo

Print Name and Title: CASS CAULFIELD / PARTNER
Stacy Pollo / PARTNER

(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 District prior to performing any Services under this Agreement.)

FINGERPRINTING AND CRIMINAL BACKGROUND CHECK CERTIFICATION
(NON-CONSTRUCTION CONTRACTS)

In accordance with the Department of Justice fingerprint and criminal background investigation requirements of Education Code section 45125.1 et seq.

With respect to the Independent Contractor Agreement for Services ("Agreement") between the Alum Rock Union School District ("District") and Q COMMUNICATIONS ("Contracting Party"):

One of the boxes below must be checked with regard to Contracting Party and Contracting Party's personnel (officers, principals, paid or unpaid employees, volunteers, agents, subtenants and subcontractors of Contracting Party who will provide services under the Agreement) ("Contracting Party's Personnel") and the arrangements verified by an authorized representative of District prior to commencement of the Agreement.

* Fingerprinting/Background Check requirements do not apply because Contracting Party/Contracting Party's Personnel will not have any interaction with District pupils based on the type of service being provided, the location at which services will be provided, or for other reason (Specify):

_____

* Contracting Party/Contracting Party's Personnel qualify for a waiver of fingerprint/criminal background check requirements on the following basis:

  ☐ The services provided by Contracting Party/Contracting Party's Personnel are for an emergency or exceptional situation, such as when pupil health or safety is endangered or when repairs are needed to make school facilities safe and habitable. [Ed. Code, §45125.1(b)]

  ☐ Contracting Party/Contracting Party's Personnel will have no interaction with District pupils that is not under the immediate supervision and control of the pupil's parent/guardian. Enter details of parental supervision:

  _____

  _____

  ☒ Contracting Party/Contracting Party's Personnel will have no interaction with pupils that is not under the immediate supervision and control of a District employee who has been properly fingerprinted and undergone background checks. Enter details of District employee supervision arrangements:

  OUR ASSUMPTION IS ANY SCHOOL-SITE WORK WOULD BE DONE DURING SCHOOL HOURS WITH DISTRICT PERSONNEL PRESENT

* Contracting Party is a sole proprietor who may interact with District pupils not under the immediate supervision of a pupil's parent, guardian or District employee, and in accordance with the fingerprinting requirements of Education Code section 45125.1(h), hereby agrees to the District's preparation and submission of fingerprints so that the California Department of Justice may determine (A) that Contracting Party has not 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 or action under the Agreement shall commence until the Department of Justice ascertains that Contracting Party has not been convicted of a felony as defined in Government Code Section 45122.1.

- × Contracting Party is not a sole proprietor and has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contracting Party's Personnel who may interact with District pupils not under the immediate supervision of a pupil's parent, guardian or District employee during the term of the Agreement, and the California Department of Justice has determined (A) that none of Contracting Party's Personnel 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 Contracting Party 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. A complete and accurate list of Contracting Party's Personnel who may come in contact with District pupils during the course and scope of the Agreement is attached hereto. No work or action under the Agreement shall commence until the Department of Justice ascertains that none of Contracting Party's Personnel has been convicted of a felony as defined in Government Code Section 45122.1.

CONTRACTING PARTY CERTIFICATION

I am a representative of the Contracting Party entering into this Agreement with the District, and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of the Contracting Party. By signing below, I certify that the information contained on this certification form is accurate. I understand that it is Contracting Party's sole responsibility to maintain, update, and provide the District with current "Fingerprint and Criminal Background Check Certification" information for all Contracting Party's Personnel throughout the duration of the Agreement. **A list of Contracting Party's Personnel is attached hereto as Attachment A.**

Date: 11/14/2023

Contracting Party: QCOMMUNICATIONS

Signature: Cass Caulfield / Stacy Rollo

Print Name: CASS CAULFIELD / STACY ROLLO

Title: GENERAL PARTNERS

Exhibit B

TUBERCULOSIS-CLEARANCE

The undersigned does hereby certify to the governing board of the District as follows:
I am a representative of the Contractor currently entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.
Contractor's responsibility for tuberculosis clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.
Contractor certifies that at least one of the following items applies to the services that are the subject of the Agreement:

☐ The Contractor has **complied** with the tuberculosis requirements of Education Code section 49406.1 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 Agreement, and the California Department of Justice has determined that none of those employees has active tuberculosis, as that term is defined in Education 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 Agreement is attached hereto.

☒ Contractor's will not have contact, other than limited contact, with District pupils, pursuant to Education Code section 45125.2. District shall ensure the safety of the pupils by at least one of the following as marked:

_____The installation of a physical barrier at the worksite to limit contact with pupils.

_____ Contractor's services under the Agreement are to be provided at an unoccupied school site only and/or will not be done on any District property and no employee and/or subcontractor or supplier of any tier of Agreement shall come in contact with District pupils.

Must be completed by Contractor's authorized representative.

I am a representative of the Contractor entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Date: 11/14/23

Name of Contractor or Company: Q COMMUNICATIONS

Signature: Cass Caulfield | Stacy Rollo

Print Name and Title: CASS CAULFIELD / STACY ROLLO

OR

☐ **To be completed by authorized District employee only.**

Contractor's services under the Agreement will be provided at a school. Contractor employees and/or subcontractor or supplier of any tier of Agreement shall **NOT** come in contact with District pupils. Contractor's employees will not have direct contact with District pupils and the District will take appropriate steps to protect the safety of any pupils while executing this contract. As an authorized District official, I am familiar with the facts herein certified, and am authorized to supervise the contract, employees and execute this certificate on behalf of the District.

Date: _____

District Representative's Name and Title: _____

Signature: _____

Exhibit C

Business Gifts and Conflicts of Interest Policy Notice

The following is Alum Rock Union Elementary School District's (ARUSD) policy on business gifts and conflicts of interest. Please sign and return a copy of this policy, acknowledging that you have received it and agree to abide by its terms. We also ask that you circulate the policy to any individuals in your organization that have contact with ARUSD employees.

1. Selection criteria. Vendors are selected based on the quality, timeliness, and cost of the service and/or product they provide. All business decision for ARUSD are to be based solely on what is in the best interest of ARUSD.
2. No gifts. ARUSD employees may not solicit or accept gifts, rewards, payment, commissions, gratuities, discounts, or services of any kind or value from anyone having or seeking business with ARUSD except as follows:
   a) unsolicited token gifts such as food, flowers, and promotional items inscribed with the supplier's or customer's logo or business name, with nominal values generally not exceeding $470 in a calendar year.
   b) business-related functions or meals, so long as the function is necessary and the value and frequency of business meals are not excessive.
3. No personal benefit for employees. ARUSD employees may not have any personally beneficial financial dealings with any individual or business organization that furnishes merchandise, supplies, property, or services to ARUSD. This includes arrangements to receive loans (other than bank loans), commissions, royalties, stock ownership, or anything of value. ARUSD employees are also prohibited from purchasing items for personal use from vendors.
4. Personal investments. ARUSD employees directly concerned with the purchase of merchandise and services from supplier firms, including management personnel with approval authority, may not make investments in those companies, other than normal stock and bond market transactions.
5. No benefit for relatives; disclosure required. ARUSD employees may not make or influence any decision that could directly or indirectly benefit a relative and should disclose to ARUSD whenever a relative has a significant interest in a transaction or a significant relationship with an ARUSD vendor.
6. All employees covered. This policy applies to all ARUSD officers, managers, and employees. Violations of this policy may result in disciplinary action, up to and including termination.
7. Penalties for vendors. Any vendor who violates this policy shall be subject to the immediate and permanent loss of ARUSD business.

As a valued vendor of ARUSD, please acknowledge your receipt of this policy and your agreement to abide by it.

Received and agreed to on behalf of vendor by:

Signature: Cass Caulfield | Stacy Rollo

Printed: Cass Caulfield | Stacy Rollo

Name: _____

Title: Partner

Date: 11/14/2022

Vendor Name: Q Communications

Vendor Address: 24 Mandana Circle, Oakland CA.

CONFLICT OF INTEREST CERTIFICATION

All respondents shall respond to each of the following questions to determine whether any actual or perceived conflict of interest exists.

PRINT NAME: CASS CAULFIELD / STACY ROLLO

TITLE OF OFFICER: PARTNER

NAME OF COMPANY: Q COMMUNICATIONS

As part of your Certification, please respond to the following questions listed below:

1. Have you or any of your team members or consultants been employed by the District in the last three years? If your answer is "Yes", please provide the following information:

Full-time employee?	[Yes] [No]
Part-time employee?	[Yes] [No]
As-needed employee? Consultant?	[Yes] [No]
Other? Please explain below	[Yes] [No]

Explain: _____

a. Dates of employment/employment contract/consulting contract?

_____

b. Which department(s) did employee(s) work at the District?

_____

c. Name of Supervisor(s)?

_____

d. Describe job duties and responsibilities for each District position held.

_____

e. Last date of employment?

_____

2. Does (has) any District Board Member or District employee have (had) a business position, or serve as an Officer, Partner or Shareholder in your company? [Yes] [No] If the answer is "Yes", please provide the following information:

a. Name(s) of the Board Member(s) or employee(s)?

_____

b. Title/position with your company?

_____

c. If anyone is (was) District Board Member or employee, what percentage of your company's shares does he/she own?

Are any of your former employees or consultants presently employed by the District?

[Yes] [No]

If the answer is "Yes", please provide the following information for each employee:

d. Name of former employee(s)?

e. Position/title with your company?

f. Please describe their duties and responsibilities for each position held at your company.

g. Dates of employment?

I declare under Penalty of Perjury, under the laws of the State of California, that the above mentioned statements are true and correct to the best of my knowledge, and this declaration was executed on:

NOVEMBER 14, 2025 in the
Month Day

OAKLAND CA
City State

Cass Caulfield Stacy Rollo
Signature

CASS CAULFIELD STACY ROLLO
Printed Name

PARTNER
Title

ATTACHMENT "A"

Contracting Party's Personnel

Name/Company: CRES CAULFIELD / Q COMMUNICATIONS

Name/Company: STACY ROLLO / Q COMMUNICATIONS

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 personnel, attach additional copies of this page.

NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH RFP

(Public Contract Code section 7106)

The undersigned declares:

I am the PARTNER of GCOMMUNICATIONS, 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 11/14/2023 [date], at OAKLAND [city], CA [state].

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Q COMMUNICATIONS

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☒ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
24 MANDANA CIRCLE

Requester's name and address (optional)

City, state, and ZIP code
OAKLAN, CA 94610

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
			-		-				

Employer identification number
2	7	-	0	3	0	1	6	1	7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Kathleen Cass Caulfield Date ▶ 1/11/2019

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY): 01/10/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

PRODUCER
Hiscox Inc. d/b/a/ Hiscox Insurance Agency in CA
5 Concourse Parkway
Suite 2150
Atlanta GA, 30328

CONTACT NAME:
PHONE (A/C, No, Ext): 844-357-0403
FAX (A/C, No):
E-MAIL ADDRESS: contact@hiscox.com
PRODUCER CUSTOMER ID:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hiscox Insurance Company Inc.	10200
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Q Communications
24 Mandana Circle
Oakland, CA 94610

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, If more space is required)
24 Mandana Circle, Oakland, CA 94610

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
A	[X] PROPERTY CAUSES OF LOSS [ ] BASIC [ ] BROAD [X] SPECIAL [ ] EARTHQUAKE [ ] WIND [ ] FLOOD DEDUCTIBLES BUILDING CONTENTS $ 1,000	P102.832.881.1	01/17/2024	01/17/2025	[ ] BUILDING [X] PERSONAL PROPERTY [X] BUSINESS INCOME [X] EXTRA EXPENSE [ ] RENTAL VALUE [ ] BLANKET BUILDING [ ] BLANKET PERS PROP [ ] BLANKET BLDG & PP	$ $ $ 25,000 $ $ $ $ $ $
	[ ] INLAND MARINE CAUSES OF LOSS [ ] NAMED PERILS	TYPE OF POLICY POLICY NUMBER				$
	[ ] CRIME TYPE OF POLICY					$
	[ ] BOILER & MACHINERY / EQUIPMENT BREAKDOWN					$
						$

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/10/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:		
Hiscox Inc. d/b/a/ Hiscox Insurance Agency in CA 5 Concourse Parkway Suite 2150 Atlanta GA, 30328	PHONE (A/C, No, Ext): (888) 202-3007	FAX (A/C, No):	
	E-MAIL ADDRESS: contact@hiscox.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Hiscox Insurance Company Inc		10200
INSURED	INSURER B :		
Q Communications 24 Mandana Circle Oakland, CA 94610	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			P102.832.881.1	01/17/2024	01/17/2025	EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 0
	X CGL is on BOP Form						MED EXP (Any one person)	$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 0
	X POLICY [ ] PRO-JECT [ ] LOC						GENERAL AGGREGATE	$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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November 15, 2023

Re: **RFP No. 2324-SUP01 / Public Relations Marketing Services**

To whom it may concern:

Q Communications is pleased to submit this proposal to the Alum Rock Union Elementary School District (ARUSD) to provide marketing, communications, and public relations support for the District, its programs and its leadership teams.

We are a team of two, with combined expertise that spans all aspects of PR, marketing and communications - from crisis and reputation management to communication strategy and messaging to school marketing and social media.

Highlights include:

- Provided communication strategy and in-depth planning/programs for the San Leandro Unified School District (14 schools; TK-12) and Napa Valley Unified School District (27 schools, K-12).
- Redesigned two District websites, including new navigation, content, and story writing
- Led a rebranding effort for the Napa Valley Unified School DIstrict with new logo, identity system and style guide.
- Over the last 6 years have served as interim Directors of Communications for two California school districts and two independent schools, including the task of implementing protocol, establishing new channels and restaffing communication teams.
- Established crisis communication protocols, templates and training for school principals across 30 schools, including during COVID and school closures.
- Earned a 2022 National School Public Relations Association Award for our communication work at NVUSD.
- Created a Diversity, Equity & Inclusion communication plan supporting the Head of DEI at a K-12 independent school in Oakland
- Led offsite meetings with executive teams for strategic planning and communications training

We are passionate about communications and have an astute understanding of the challenges school districts face in promoting the positive aspects and successes happening in public schools today.

Thank you for your consideration.

Sincerely,





Cass Caulfield
Principal, Co-Founder

Stacy Rollo
Principal, Co-Founder

COMMUNICATIONS

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

RFP No. 2324-SUP01

OVERVIEW

Q Communications is pleased to respond to ARUSD's RFP for public relations and marketing services. With years of experience supporting Superintendents, administrators and heads of schools, we feel uniquely positioned to take on the task of developing a comprehensive communication and public relations strategy for ARUSD stakeholders. This will include a communication audit, improvement of existing channels and/or development of new channels, storytelling (positive story development), media relations and crisis management, external marketing, and a district re-branding plan.

This proposal serves as an outline based on our understanding of your needs and details our work approach and client experience.

SCOPE OF WORK

Based on your stated "Public Relations Services (A - H)" and Information Management Services (A - I), Q Communications would provide the following services for ARUSD:

1) Overall Strategy and Message Development

A comprehensive communication strategy that combines PR, marketing and internal communication is the cornerstone of effectively disseminating information while building strong connections and trust with your stakeholders.

The Q Perspective

Communication strategy and key message development is the first step for every client and is always based on the district's unique culture, its strategic plan, and any challenges that schools are facing. We are guided by the "Three C's" when we approach planning and messaging: Clear, Concise and Consistent. Building this out and sharing broadly ensures everyone is aligned. Part of this work includes collaborating with clients to identify primary and secondary audiences and their specific needs.

Client Experience

- For every school and organization for which we've worked, Q Communications starts by building a comprehensive strategy based on Board and District priorities, enrollment status, parent and employee satisfaction metrics, and any current or past reputational issues. Clients we've worked with include the San Leandro Unified School District (SLUSD), Napa Valley Unified School District (NVUSD), The Nueva School (K-12 in San Mateo/Hillsborough), Head-Royce School (K-12 in Oakland), San Francisco Day School (TK-8), as well as several corporate organizations (i.e. Gap Inc., Stanford Children's Health, Ross Stores)

2) Communication Channels

Districts need to meet parents and other stakeholders 'where they are' and how they expect to receive information … whether it's on your website, parent newsletters, press releases, or through social media. The right messages on the right channels and with quality translation are essential to ensure your messages are heard and understood.

The Q Perspective

WEBSITE: A district's website is the most important channel for external audiences (knowing that parents are visiting their child's school sites). We help districts ensure they are current with professional design, intuitive navigation and relevant content. Most parents are accessing information on their phones, so a mobile-friendly website is critical. We have experience in the following CMS and school administration programs: Final Site, School Loop, Square Space, ParentSquare, Schoology, and Google Classroom.

NEWSLETTERS: In addition to the personal information they receive from teachers, parents need to hear from the district and the superintendent to understand the bigger picture and strategic priorities. Newsletters offer a perfect opportunity to send this information as well as to showcase stories, events, and successes from across the schools as their children matriculate to higher grade levels.

SOCIAL MEDIA: It's no surprise that social media has become a go-to element in every school district's communication tool kit. For the elementary school parent community, we recommend Instagram as a focus. Creating too many social media sites without the ability to update content on a regular basis is never a successful strategy.

INTERNAL COMMUNICATIONS: Although not specifically noted in the RFP, we strongly believe that employee engagement is important to create a healthy work culture and is the backbone of a strong communications plan.

Client Experience

We've established redesigns of parent-facing newsletters for both NVUSD and SLUSD to ensure distribution schedules and content helps parents stay informed and engaged. We also established social media strategies and guidelines to help district employees stay on message, create compelling content and increase engagement. For district employees, we helped these school districts consolidate information with a new structure for "must-have info" while giving the superintendent and other leaders the opportunity to connect.

Q Communications has also developed a wide variety of other communication vehicles to support specific district initiatives, including a "Superintendent Update," fliers for a district's award-winning food program, brochures to support various bond measures and facilities master plans, electronic magazines, annual reports and videos to repurpose across all channels.

3) Media Relations/Public Relations/Crisis Communications

Enhancing and protecting ARUSD's reputation with all stakeholders is a critical element in ensuring the district is positioned for success.

The Q Perspective

With the current public education funding challenges and statewide declining enrollment, school districts need to take a proactive approach to attracting and retaining students. Furthermore, following COVID-19 and online learning, we have seen that families are more engaged and politically active than even before, underscoring the need for transparent and timely communication. Crisis communication plans need to be in place with clear response protocol, especially given real-time social media which can fuel rumors and misinformation.

Client Experience

- Developed and implemented proactive editorial calendars to infuse storytelling across all communications channels. Ensured balance of stories based on overall communications strategies. Depending on clients' resources, we included data in our goals and evaluations to ensure we were delivering content our stakeholders were interested in. This approach was successful with both our public and independent school clients, including NVUSD, SLUSD, Head-Royce School, and the Nueva School.
- Assessed unique offerings by schools and promoted via storytelling, including dual-immersion, extra-curricular, after-school offerings, and special in-classroom projects.
- Produced press releases for important district and school news, including leadership changes, awards and accolades, testing results, and outcomes of important meetings such as LCAP, DELAC, labor negotiations, and other district and community meetings.
- Developed and implemented crisis communications plans and toolkits for NVUSD, including communication templates, escalation framework, response team, roles and responsibilities, key messaging decks, etc.
- During a crisis, assigned spokespersons developed talking points and worked proactively with media to ensure correct information was being transmitted— prioritizing internal stakeholders, including families and staff.
- For all clients, we established spokespersons and trained leaders in the above to ensure a timely and transparent response to any crisis.
- At NVUSD, during COVID-19, we pivoted our communications strategy to proactively react to state mandates while also presenting a staged re-opening plan. (Of special note, NVUSD was one of the first districts to re-open in the state, and subsequently, the Superintendent was asked to present the district's successful re-opening plans on many webinars, including one hosted by State Superintendent Tony Thurmond).
- Helped NVUSD navigate public scrutiny and media requests surrounding school closures.

4) Marketing and Events:

Just as businesses need to market themselves, school districts are not any different. Families have choices, and brand positioning and external marketing are crucial to keep the district at the

forefront when school decisions are made. Additionally, employer branding is crucial to attracting and retaining the best candidates for district and school positions.

The Q Perspective

Audiences are different, and approaches to marketing need to vary in content and execution. We strongly believe that any marketing program or event needs to have clearly outlined objectives and recommend a post-review or survey to determine if expectations were met and solicit feedback for the future.

Client Experience

- Produced annual State of the District event with Superintendent and Board of Directors, which was live streamed (NVUSD, SLUSD)
- Implemented external media plans at NVUSD and SLUSD to attract new families via targeted videos on social media and in local theaters, bus advertisements, direct mail pamphlets with success stories and stats on the District's strategic plan, and school-site marketing (banners, posters, etc)
- At NVUSD, Q Communications developed social media campaigns specifically aimed at the Spanish speaking population to simplify some of the more complicated processes such as enrollment, English Language Learners standards, food program waiver applications and graduation requirements.
- Supported ribbon cuttings, annual Latino Achievement Nights, Bond Measure updates and other district events at NVUSD and SLUSD as well as Capital Campaign events for independent schools.
- In June 2022, our work was awarded a NSPRA (National School Public Relations Association) Golden Achievement Award for a successful re-opening of schools campaign, and accepted the award at their Annual Meeting with our Superintendent.

District Re-Branding Plan

A strong brand identity should capture the essence of your district, including what you stand for (your mission), and your aspirations (your vision). While a logo itself cannot bear the weight of every brand attribute and narrative, it should engender the appropriate feeling for ARUSD stakeholders.

The Q Perspective

We strongly advocate for districts to take the opportunity to cultivate a consistent and professional image, especially in times of declining enrollment where parents have more choices of where to send their children.

Client Experience

- Q Communications directed a comprehensive rebranding process for NVUSD, starting with focus groups to collect stakeholder feedback and ending with a full rebranding and

identity system. Our process was inclusive of administrators, Board members, parents, staff and teachers and included an internal and external rollout plan to celebrate the new look and signal a new era for the district.

- As part of our work with The Nueva School, Q Communications adopted the school's newly developed brand identity across all communications channels, including the website, newsletter templates, internal materials and supported the administration with the rollout and buy-in process.
- Led a series of stakeholder meetings with parents, administrators, Board members and teachers to kick-off a rebranding effort for the Crystal Uplands School, a 6-12 independent school on the Peninsula

EVALUATING PROGRESS

If awarded the contract, we would expect to discuss goals, evaluation metrics, agreed-upon success measurements, and district data such as enrollment trends, parent satisfaction, etc. Tools for measuring successful initiates shall be included in all proposed strategies.

COST PROPOSAL

Based on the scope of work, Q Communications will perform all duties described above for a monthly retainer of $15,000, based on 32 hours per week These costs include hours performed and any travel expenses.

Consultants will work primarily remotely and will attend meetings in-person when needed with advance notice. Consultants are available at all times via email and phone, including weekends, as necessary during any time of crisis.

12.01

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

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

October 2, 2023, Special Board Meeting

Approval

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

To the Board of Trustees: Meeting: January 18, 2024
Regular Board Meeting

Recommend Approval

12.01
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

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

MINUTES OF A SPECIAL MEETING OF THE BOARD OF TRUSTEES
of the Alum Rock Union School District
Held on Monday, October 2, 2023, 7:30 p.m. at the Alum Rock Union School
Board Members and Superintendent participated at 2930 Gay Avenue, San Jose, CA 95127
Meeting #08-23/24

1. OPEN SESSION

1.01 Call to Order/Roll Call/Acknowledgment

President Minh Pham called the Board Meeting to order at 7:30 p.m. followed by Roll Call.

*This is a Special Board Meeting held on October 2, 2023 #08-23/24.

Board Members Present:

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

Administrative and Support Staff Members Present:

Dr. Hilaria Bauer	Superintendent
Cesar Torrico	Assistant Superintendent, Human Resources
Patricia Tovar	Executive Assistant, Business Services

2. CLOSED SESSION

2.01 Announcement and Public Comments Regarding Items to be Discussed in Closed Session

Superintendent Bauer announced the items that would be discussed in Closed Session. There were no public comments from the audience at this time.

The Board recessed to Closed Session at 7:32 p.m.

3. RECONVENE TO OPEN SESSION

3.01 Report of Action Taken in Closed Session

Assistant Superintendent Torrico reported the following action:

2.03 Conference with Legal Counsel - Existing Litigation (Paragraph (1) of subdivision (d) of Section 54956.9). Office of Administrative Hearings Case Number 2023030398, Maria Gutierrez, a Certificated Administrator, has withdrawn her request for a hearing in the matter and no longer contests the dismissal charges against her of immoral conduct, dishonesty, evident unfitness for service and persistent violation of state law and district policies and regulations, on that basis. The board voted unanimously to terminate Maria Gutierrez from her employment with the District effective for cause effective immediately. 5/0.

2.04 Public Employee Discipline/Dismissal/Release (Government Code Section 54957). The Board unanimously approved a statement of charges and notice of intent to suspend without pay as to one certificated teacher, and directs the statement of charges to be served upon the employee. 5/0.

2.05 Public Employee Appointment/Employment (Government Code Section 54957). The Board unanimously approved the appointment of Victor Guendulain as Principal of Adelante I Dual Language Academy effective immediately. 5/0.

4. ADJOURNMENT

4.01 President Adjourns the Meeting

President Minh Pham adjourned the meeting at 9:17 p.m.

Respectfully submitted,

_____

Andrés Quintero
Board Clerk

HB/pt

12.02

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: December 1, 2023

Subject: **Acceptance of Donations**

Staff Analysis: The District has received donations as summarized on the sheet dated January 18, 2024.

Recommendation: Staff recommends approval for acceptance of these donations.

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

To the Board of Trustees: Meeting: January 18, 2024
Regular Board Meeting

Recommend Approval

12.02
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Alum Rock Union Elementary School District
January 18, 2024

ACCEPTANCE OF DONATIONS

DONOR NAME	DESCRIPTION OR PURPOSE	ESTIMATED VALUE	RECEIVING SCHOOL OR DEPARTMENT
Santa Clara County	Materials & Supplies	$ 800.00 Lesson Kits Cinco de Mayo In-a-Box	ARUESD – 8 Middle Schools
Environmental Volunteers	Materials & Supplies	$ 512.13	Cureton Elementary
Linda Vista Parent	Materials & Supplies	$ 210.00	Linda Vista Elementary
Linda Vista Parent	Materials & Supplies	$ 412.00	Linda Vista Elementary
Linda L. Chavez Jewelry Design	Materials & Supplies	$ 142.99	Lyndale Elementary
Synopsys Silicon Valley Science and Technology Outreach Foundation	Materials & Supplies	$ 1,200.00	Lyndale Elementary
Shutterfly, LLC	Materials & Supplies	$ 136.89	Lyndale Elementary
School of Arts and Culture	Materials & Supplies	$ 150.00	Meyer Elementary
Philanthropic Ventures Foundation	Materials & Supplies	$ 998.00	Ocala STEAM Academy
Happy Hollow Foundation	Materials & Supplies	$ 408.24	Painter Elementary
Hillcresters	Materials & Supplies	$ 1,000.00	Painter Elementary
Synopsys Silicon Valley Science and Technology Outreach Foundation	Materials & Supplies	$ 1,000.00	Renaissance Academy
Mr. Cristian Cahue	Materials & Supplies	$ 38.90	Renaissance Academy II
Philanthropic Ventures Foundation	Materials & Supplies	$ 1,000.00	Sheppard Middle
O'Neill Sea Odyssey	Materials & Supplies	$ 1,600.00	Sheppard Middle

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

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

To: Hilaria Bauer, Ph.D., Superintendent

Honorable Board Members

From: Tara Bickford

Date: November 8, 2023

Please accept the following donation from Santa Clara County in the amount of $800 to be used toward classroom lesson kits for Cinco de Mayo In-A-Box at eight of our middle schools.

Donor's Information:

NAME: County of Santa Clara
ADDRESS: 70 West Hedding St., 10th Floor
San Jose, CA 95110

Sincerely,

Tara Bickford
Director, Academic Services

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

CURETON ELEMENTARY SCHOOL

3720 East Hills Drive San Jose, CA 95127 (408) 928-7350

December 8, 2023

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

Dear Board Members:

Please accept the following donation check made to Horace Cureton Elementary School from:

Environmental Volunteers	$512.13	Check #1000

The monetary donation check is to be used to supplement educational supplies and academic support for all our students. Thank you in advance for your approval.

Sincerely,

Mrs. Tereasa Smith
Principal

/sna

Attachment

Linda Vista Elementary

100 Kirk Ave, San Jose, CA 95127
(408) 928-7800 Fax: (408) 928-7801

To: Alum Rock Union Elementary School District – Board of Trustees
From: Suzanne Cicala, Principal – Linda Vista
Re: Donation to Linda Vista
Date: Dec 7, 2023

Please place the acceptance of the donations totaling $210.00 for Linda Vista on the consent calendar for the next board meeting.

The donations are comprised of the following:

$210.00 cash donation from a Linda Vista parent to go towards the classroom

Please deposit in donation account: 060 9010 0 4300 00 1110 1000 000000 020 2110

Thank you,

Suzanne Cicala

Linda Vista Elementary

100 Kirk Ave, San Jose, CA 95127
(408) 928-7800 Fax: (408) 928-7801

To: Alum Rock Union Elementary School District – Board of Trustees
From: Suzanne Cicala, Principal – Linda Vista
Re: Donation to Linda Vista
Date: Dec 8, 2023

Please place the acceptance of the donations totaling $412.00 for Linda Vista on the consent calendar for the next board meeting.

The donations are comprised of the following:

$412.00 cash donation from our Linda Vista parents to go toward 3rd grade field trip admission

Please deposit in donation account: 060 9010 0 4300 00 1110 1000 000000 020 2110

Thank you,

Suzanne Cicala

Lyndale Elementary School

All Students Can Learn.....All Students Can Succeed

13901 Nordyke Drive
San Jose, California 95127
(408) 928-7900

Ms. Kasturi Basu, Principal
Ms. Magdalena Grimaldo, Administrative Assistant
FAX 408 928-7901

December 18, 2023

Alum Rock School District

Board of Trustees

2390 Gay Ave.

San Jose, CA 95127

Dear Board of Trustees:

Please accept the following donations for Board approval:

Company/Sponsor(s) Name	**Amount**	**To be Used For:**
Linda Chavez DBA Linda L Chavez Jewelry Design	$142.99	SDC Students' Playground Equipment

Total Amount of Donations: **$142.99**

Sincerely,

Kasturi Basu, Principal

Lyndale Elementary School

All Students Can Learn.....All Students Can Succeed

13901 Nordyke Drive
San Jose, California 95127
(408) 928-7900

Ms. Kasturi Basu, Principal
Ms. Magdalena Grimaldo, Administrative Assistant
FAX 408 928-7901

December 7, 2023

Alum Rock School District

Board of Trustees

2390 Gay Ave.

San Jose, CA 95127

Dear Board of Trustees:

Please accept the following donations for Board approval:

Company/Sponsor(s) Name	**Amount**	**To be Used For:**
Synopsys Silicon Valley Science And Technology Outreach Foundation	$1,200.00	Garden Supplies

Total Amount of Donations: **$1,200.00**

BUSINESS OFFICE
DEC 12 2023 PM

Sincerely,

Kasturi Basu, Principal

Lyndale Elementary School

All Students Can Learn.....All Students Can Succeed

13901 Nordyke Drive
San Jose, California 95127
(408) 928-7900

Ms. Kasturi Basu, Principal
Ms. Magdalena Grimaldo, Administrative Assistant
FAX 408 928-7901

December 5, 2023

Alum Rock School District

Board of Trustees

2390 Gay Ave.

San Jose, CA 95127

Dear Board of Trustees:

Please accept the following donations for Board approval:

Company/Sponsor(s) Name	**Amount**	**To be Used For:**
Shutterfly Lifetouch, LLC	$136.89	School Supplies

Total Amount of Donations: **$136.89**

Sincerely,

Kasturi Basu, Principal

Donald J. Meyer Elementary School

"Home of the Blue Jays"

1824 Daytona Dr. San Jose, CA Phone (408) 928-8200 Fax (408) 928-8201

Dr. Silvia Carrillo-Principal

To: Board of Trustees
From: Meyer Elementary
Date: December 5, 2023
Re: Participation Check

To Whom It May Concern,

Please accept the check from the School of Arts and Culture for $150.00 for Meyer School participating in the Avenida 2013.

Can the check please be deposited in account number 060-0000-0-4300-00-1110-1000-000000-180-2110.

Greatly Appreciated,

Dr. Silvia Carrillo
Principal

OCALA STEAM Academy

2800 Ocala Ave. San Jose, CA. 95148
Office: 408-928-8350 Fax: 408-928-8351

Interim Principal: Oscar Leon

12/19/2023

Dear members of the Board of Trustees:

Ocala teacher Mr. Leon Norrington received a grant from Philanthropic Ventures Foundation for $998.00 payable to Ocala STEAM Academy.

This money should be deposited in the Donations Account (2127) Program of Ocala STEAM Academy.

Sincerely,

Oscar Leon
Interim Principal
Ocala STEAM Academy

PAINTER ELEMENTARY SCHOOL

500 Rough & Ready Road San Jose, CA 95133 (408) 928-8400 Fax: (408) 928-8401

December 18, 2023

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

Honorable Members of the Board:

Please accept the following donation of $408.24 from Happy Hollow Foundation. The money will be used towards LCAP expenses (account code- 060-9010-0-4300-00-1110-1000-000000-160-2110).

Thank you in advance for your approval.

Sincerely,

Mr. Joseph Manluco
Principal

PAINTER ELEMENTARY SCHOOL

500 Rough & Ready Road San Jose, CA 95133 (408) 928-8400 Fax: (408) 928-8401

December 4, 2023

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

Honorable Members of the Board:

Please accept the following donation of $1000 from Hillcresters. The money will be used towards any educational expense (account code- 060-9010-0-4300-00-1110-1000-000000-160-2110).

Thank you in advance for your approval.

Sincerely,

Mr. Joseph Manluco
Principal

Renaissance Academy of Arts, Science, and Social Justice

1720 Hopkins Dr. ♦ San Jose, Ca. 95122 ♦ Phone: (408) 928-1950 ♦ Fax: (408) 928-1951

December 7, 2023

Alum Rock School District
Board of Trustees
2930 Gay Ave.
San Jose, Ca. 95127

Dear Board of Trustees:

Please accept the following Donation for Board approval:

Company/ Sponsor(s) Name	Amount	To Be Used For
Synopsys Silicon Valley Science & Technology Outreach Foundation:	**$5000.00**	**To pay for Transportation and Admissions to Field Trips – Grant for Ms. Saporito.**
Synopsys Silicon Valley Science & Technology Outreach Foundation:	**$5000.00**	**To pay for Transportation and Admissions to Field Trips – Grant for Ms. Nguyen.**

Total Amount of Donations: $10,000.00
Please credit account#060-9010-0-4300-00-1110-2700-000000-290-2110

We would like to thank this **Organization** for their support in providing our students' with the tools to ensure a successful academic year at the Renaissance Academy.

Sincerely,

Doug Kleinhenz – School Principal
Primavera Hernandez – Assistant Principal

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: 12/14/2023

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 $38.90 (check#: 0201) from Mr. Cristian Cahue. This money will go towards classroom materials/supplies and/or school activities.

Thank you in advance for your approval.

BUSINESS OFFICE
DEC 15 2023 PM3:42

Sincerely,

Danelle Finnen
Principal

Renaissance Academy II
2050 Kammerer Ave.
San Jose, CA 95116

December 4, 2023

To: Hilaria Bauer, Ph.D., Superintendent
Honorable Board Members
Alum Rock Union Elementary School District

From: Jennifer Doherty, Principal
Re: Monetary Donations to Sheppard Middle School

Please accept the following $1000.00 donation to be used toward Sheppard's instructional program including, integrating technology, professional development, staff activities that build capacity for shared leadership, community connections and events, student events, students, staff and family recognition.

Philanthropic Ventures Foundation
(two checks for $500.00 each)

Please deposit into the donation account 06 2110 0 4300 00 1110 1000 0000000 170 2110.

Thank you in advance for your approval.

Jennifer Doherty
Principal, Sheppard Middle School

December 12, 2023

To: Hilaria Bauer, Ph.D., Superintendent
Honorable Board Members
Alum Rock Union Elementary School District

BUSINESS OFFICE
DEC 12 2023 RECEIVED

From: Jennifer Doherty, Principal
Re: Monetary Donations to Sheppard Middle School

Please accept the following $1600.00 donation to be used toward Sheppard's instructional program including, integrating technology, professional development, staff activities that build capacity for shared leadership, community connections and events, student events, students, staff and family recognition.

O.Neill Sea Odyssey

Please deposit into the donation account 06 2110 0 4300 00 1110 1000 0000000 170 2110.

Thank you in advance for your approval.

Jennifer Doherty
Principal, Sheppard Middle School

12.03

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: January 10, 2024

Subject: **Approval of Fundraising Activities**

Staff Analysis: The District has received fundraising requests as summarized on the attached sheet dated January 18, 2024.

Recommendation: Staff recommends approval of these fundraising event requests.

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

To the Board of Trustees:

Recommend Approval

12.03
Agenda Placement

Meeting: January 18, 2024
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
January 18, 2024

APPROVAL OF FUNDRAISING ACTIVITY

SCHOOL	FUNDRAISING ACTIVITY	ACTIVITY SPONSOR	DATE
Adelante Academy	Shirt Sales	ASB	01/22/24-06/30/24
Adelante II Academy	Valentine's Grams Sales	PTA	01/26/24-02/02/24
Adelante II Academy	Movie Night Sales	PTA	01/26/24-01/26/24
George Middle	Candy Sales	Booster Club	11/01/23-11/15/23
Linda Vista Elementary	Chipotle Sales	PTA	01/01/24-01/31/24
Linda Vista Elementary	Pizza Sales	PTA	01/01/24-01/31/24
Linda Vista Elementary	Apple Bee's Pancake Sales	PTA	01/20/24-01/20/24
Linda Vista Elementary	Panda Express Sales	PTA	01/01/24-01/31/24
Lyndale Elementary	Candy Bar Sales	ASB	01/16/24-01/16/24
Ocala STEAM Academy	Candy Bar Sales	AYA	03/01/24-04/30/24
Painter Elementary	San Francisco Giants' Ticket Sales	ASB	09/01/23-06/30/24
Painter Elementary	T-Shirt and Sweatshirt Sales	ASB	12/11/23-06/30/24
Russo/McEntee Academy	See's Candy Valentines' Sales	ASB	01/29/24-02/09/24
Russo/McEntee Academy	Panda Express Sales	ASB	05/03/24-05/03/24
Russo/McEntee Academy	Walk-a-Thon Sales	ASB	03/07/24-03/07/24
Russo/McEntee Academy	Chuck E. Cheese Pizza Sales	ASB	04/05/24-04/05/24
Ryan STEAM Academy	Christmas Grams Sales	ASB	12/06/23-12/06/23
Ryan STEAM Academy	Sweatshirt Sales	ASB	10/02/23-10/02/23

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FUNDRAISING EVENT APPROVAL FORM

Fundraiser #: _____ **(From Financial Plan)**

School Name: Adelante Date: 12/13/23

Description of Event: Type shirt sales Vendor Little Sluggers Baseball

Purpose for Event: boost school spirit by selling athletic shirts to parents and family members

If selling food what are the items: _____ Brand and package size: _____

Explain how food is handled/stored prior to or day of event: _____

Event Sponsor (please check one) ASB: X Booster Club (PTA, PTO, Other): _____

Proposed Date(s) of Event: Jan. 22--June 30, 2023 Time of Event: _____

Contact Person: Sofia Sorensen

Location of Proposed Activity: Adelante

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) 12/15/23 (Date)

Student Council Approval Date: 12/14/23 (Middle Schools must attach minutes)

Student Council Representative: Camila Martinez (Signature) 12/14/23 (Date)

Principal Approval: _____ (Signature) 12/15/23 (Date)

Reviewed by Business Services: _____ Date: 1/10/2024

- 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: Adelante II Dual Language Academy Date: January 2024

Description of Event: Type Valentine's Grams Vendor N/A

Purpose for Event: Raise funds for Dia del Niño. Will be selling flowers/balloons.

If selling food what are the items: N/A Brand and package size: _____

Explain how food is handled/stored prior to or day of event: N/A

Event Sponsor (please check one) ASB: _____ Booster Club (PTA, PTO, Other): PTA

Proposed Date(s) of Event: 01.26.24-02.02.24 Time of Event: flyer sent home

Contact Person: Mayra Llamas

Location of Proposed Activity: N/A

Status of Event (please check one): ☐ New Event ☑ Held previously (years): 2014-2023

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: Mayra Llamas (Signature) 01.10.24 (Date)

Student Council Approval Date: _____ (Middle Schools must attach minutes)

Student Council Representative: _____ (Signature) _____ (Date)

Principal Approval: _____ (Signature) 1/10/24 (Date)

Reviewed by Business Services: Maria Nieves Date: 1/10/24

- 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: Adelante II Dual Language Academy

Description of Event: Type Movie Night Date: January 2024

Purpose for Event: Raise funds for Field Trips Vendor N/A

If selling food what are the items: Water, Juices, Candy Pizza, Chips Brand and package size: _____

Explain how food is handled/stored prior to or day of event: All volunteers will be wearing gloves, all items are pre packaged.

Event Sponsor (please check one) ASB: _____ Booster Club (PTA, PTO, Other): PTA

Proposed Date(s) of Event: January 26, 2024 Time of Event: 6:00pm

Contact Person: Mayra Llamas

Location of Proposed Activity: Adelante II Cafeteria

Status of Event (please check one): ☐ New Event ☑ Held previously (years): 2014-2023

Use of Facilities thru Facilitron is required for all events outside the normal school hours.

Is the Use of Facilities Reservation thru Facilitron completed? Yes ☑ No ☐ N/A ☐

Has Revenue Potential form been prepared? (For ASB Only - Form must be included) Yes ☐ No ☐

Other Background information (Is proposed fundraising event on current ASB budget?) Yes ☐ No ☐

ASB Advisor: Mayra Llamas (Signature) 01.10.24 (Date)

Student Council Approval Date: _____ (Middle Schools must attach minutes)

Student Council Representative: _____ (Signature) _____ (Date)

Principal Approval: _____ (Signature) 1/10/24 (Date)

Reviewed by Business Services: Maria Nevarez Date: 1/10/24

- 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: George Date: 8/30/23

Description of Event: Type See's Candies Sale Vendor See's Candies

Purpose for Event: Raise funds for field trips

If selling food what are the items: Candy Brand and package size: varied sizes ↳ See's Candies

Explain how food is handled/stored prior to or day of event: Will be immediately sent home with students. This is a pre-sell event, so it will not be housed at school during the selling process.

Event Sponsor (please check one) ASB: _____ Booster Club (PTA, PTO, Other): Alliance for Youth Achievement

Proposed Date(s) of Event: 11/1/23 – 11/15/23 Time of Event: Outside of School Hours

Contact Person: Shaylyn Ordaz

Location of Proposed Activity: Off of School Grounds

Status of Event (please check one): ☐ New Event ☑ Held previously (years): 2016

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 8/31/23 Date

Student Council Approval Date: 08/31/23 (Middle Schools must attach minutes)

Student Council Representative: Arturo Ramo Alvarado Signature 08/31/23 Date

Principal Approval: _____ Signature 9/20/2023 Date

Reviewed by Business Services: Maura Newell Date: 1/10/2024

- 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: Linda Vista Date: 12/12/2024

Description of Event: Type Chipotle Vendor _____

Purpose for Event: raise money for the classrooms

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): PTA

Proposed Date(s) of Event: 1/2024 Time of Event: All Day

Contact Person: Jennifer Garcia

Location of Proposed Activity: Chipotle on Capital Ave

Status of Event (please check one): ☐ New Event ☒ Held previously (years): 3 yrs

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: S Cicale Signature 12/20/23 Date

Reviewed by Business Services: Maria Newton Date: 1/10/2024

- 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: Linda Vista Date: 12/12/2023

Description of Event: Type Pizza Marta Vendor _____

Purpose for Event: raise money for the classroom

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): PTA

Proposed Date(s) of Event: 1/2024 Time of Event: All Day

Contact Person: Jennifer Garcia

Location of Proposed Activity: Pizza Marta on Tayon

Status of Event (please check one): ☐ New Event ☒ Held previously (years): _____

Use of Facilities thru Facilitron is required for all events outside the normal school hours.

Is the Use of Facilities Reservation thru Facilitron completed? Yes ☐ No ☐ N/A ☑

Has Revenue Potential form been prepared? (For ASB Only - Form must be included) Yes ☐ No ☐

Other Background information (Is proposed fundraising event on current ASB budget?) Yes ☐ No ☐

ASB Advisor: _____ Signature _____ Date

Student Council Approval Date: _____ (Middle Schools must attach minutes)

Student Council Representative: _____ Signature _____ Date

Principal Approval: [signature] Signature 12/20/23 Date

Reviewed by Business Services: Maria Nevarez Date: 1/10/2024

- 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: Linda Vista Date: 12/12/2023

Description of Event: Type AppleBee's Pancake Vendor AppleBee's

Purpose for Event: Raise money for 5th grade science camp

If selling food what are the items: _____ Brand and package size: _____

Explain how food is handled/stored prior to or day of event: _____

Event Sponsor (please check one) ASB: _____ Booster Club (PTA, PTO, Other): PTA

Proposed Date(s) of Event: 1/20/2024 Time of Event: 8 am - 10 am

Contact Person: Jennifer Garcia (408)813-7240

Location of Proposed Activity: AppleBee's on Curtner

Status of Event (please check one): ☐ New Event ☒ Held previously (years): 5 yrs

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 12/20/23 Date

Reviewed by Business Services: _____ Date: 1/10/2024

- 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: Linda Vista Date: 12/12/2023

Description of Event: Type Panda Express Vendor _____

Purpose for Event: raise money for classroom needs

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): PTA

Proposed Date(s) of Event: 1/2024 Time of Event: all Day

Contact Person: Jennifer Garcia (408) 813-7240

Location of Proposed Activity: Panda Express on Capital Ave

Status of Event (please check one): ☐ New Event ☒ Held previously (years): _____

Use of Facilities thru Facilitron is required for all events outside the normal school hours.

Is the Use of Facilities Reservation thru Facilitron completed? Yes ☐ No ☐ N/A ☑

Has Revenue Potential form been prepared? (For ASB Only - Form must be included) Yes ☐ No ☐

Other Background information (Is proposed fundraising event on current ASB budget?) Yes ☐ No ☐

ASB Advisor: _____ Signature _____ Date

Student Council Approval Date: _____ (Middle Schools must attach minutes)

Student Council Representative: _____ Signature _____ Date

Principal Approval: [signature] Signature 12/20/23 Date

Reviewed by Business Services: Maria Dew Date: 1/10/2024

- 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: Lyndale Elementary Date: 11/28/23

Description of Event: Type Selling Candy Bars Vendor World's Finest Chocolate

Purpose for Event: Selling candy to help with Football/Cheerleading. Also to help with any other equipment that will be needed.

If selling food what are the items: Chocolate Candy Bars Brand and package size: 1bar/pckg 150/box

Explain how food is handled/stored prior to or day of event: The chocolate will be stored in a coolroom and handed out after school by MS Kasturi Basu + Coach Alayna Amezcua + Magdalena Grimaldo + Ms. Lynn Mattson

Event Sponsor (please check one) ASB: ✓ Booster Club (PTA, PTO, Other): _____

Proposed Date(s) of Event: 01/16/24 Time of Event: off campus only

Contact Person: Alayna Amezcua + Magdalena Grimaldo + Lynn Mattson

Location of Proposed Activity: Lyndale Elementary School - off campus only

Status of Event (please check one): ☐ New Event ☑ Held previously (years): 2018/2019

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: Lynn Mattson (Signature) 12/8/2023 (Date)

Student Council Approval Date: _____ (Middle Schools must attach minutes)

Student Council Representative: _____ (Signature) _____ (Date)

Principal Approval: Kristin Bam (Signature) 12-11-23 (Date)

Reviewed by Business Services: Nana Newsh Date: 12/20/2023

- 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 #: 1 **(From Financial Plan)**

School Name: Ocala STEAM Academy Date: 12-11-23

Description of Event: Type Candy Bar Fundraiser Vendor World's finest Chocolate

Purpose for Event: Raise money for Ocala STEAM Academy Band program

If selling food what are the items: Chocolate Bars Brand and package size: World's finest chocolate bars

Explain how food is handled/stored prior to or day of event: Food item are seald packaged individually. Items stored at school for student pick up

Event Sponsor (please check one) ASB: _____ Booster Club (PTA, PTO, Other): A.Y.A

Proposed Date(s) of Event: 3-1-23 to 4.30-23 Time of Event: Off campus

Contact Person: Louie Flores Jr.

Location of Proposed Activity: Off campus only

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 12-11-23 Date

Student Council Approval Date: Pending _____ (Middle Schools must attach minutes)

Student Council Representative: _____ Signature _____ Date

* Principal Approval: _____ Signature 12-12-23 Date

Reviewed by Business Services: Maria Nevis Date: 12/20/2023

- 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: Painter Elementary Date: 12/11/2023

Description of Event: Type SF Giants QR Code ticket sales Vendor _____

Purpose for Event: To fund ASB activities, campus beautification and field trips.

If selling food what are the items: n/a Brand and package size: _____

Explain how food is handled/stored prior to or day of event: _____

Event Sponsor (please check one) ASB: X Booster Club (PTA, PTO, Other): _____

Proposed Date(s) of Event: 7/1/2023 / 6/30/24 Time of Event: online

Contact Person: Isabel

Location of Proposed Activity: online ticket sales

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: Andrea Santo (Signature) 12/22/23 (Date)

Student Council Approval Date: _____ (Middle Schools must attach minutes)

Student Council Representative: _____ (Signature) _____ (Date)

Principal Approval: _____ (Signature) 12/13/2023 (Date)

Reviewed by Business Services: _____ Date: 1/10/2024

- 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: Painter Elementary Date: 12/11/2023

Description of Event: Type T-shirts & Sweatshirts Sale Vendor _____

Purpose for Event: To raise money for field trips and school events.

If selling food what are the items: n/a Brand and package size: _____

Explain how food is handled/stored prior to or day of event: _____

Event Sponsor (please check one) ASB: X Booster Club (PTA, PTO, Other): _____

Proposed Date(s) of Event: 12/11/23 - 6/30/24 Time of Event: M-W-F: 2:30 - 3:30pm Thur. 1:15-2:15pm

Contact Person: Crystal Nevarez

Location of Proposed Activity: Front Office

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: Andrea Fuentes 12/12/23
Signature Date

Student Council Approval Date: _____ (Middle Schools must attach minutes)

Student Council Representative: _____ _____
Signature Date

Principal Approval: [signature] 12/11/2023
Signature Date

Reviewed by Business Services: Maria Newton Date: 12/20/2023

- 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: Russo McEntee Academy Date: 12/8/23

Description of Event: Type See's Candy Valentines Vendor See's Candy

Purpose for Event: Purpose to fund for PTA events, school events, husky store, and school garden.

If selling food what are the items: Candy pops Brand and package size: vanilla, chocolate, caffe latte, butterscotch lollipops.

Explain how food is handled/stored prior to or day of event: Lollipops are wrapped and packaged already.

Event Sponsor (please check one) ASB: ✓ Booster Club (PTA, PTO, Other): _____

Proposed Date(s) of Event: 1/29 - 2/9/24 Time of Event: 066 campus only

Contact Person: Stephanie Carachori)

Location of Proposed Activity: off campus only

Status of Event (please check one): ☐ New Event ☒ Held previously (years): 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 01/10/24 Date

Reviewed by Business Services: Maria Nevo Date: 1/10/24

- 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: Russo McEntee Academy Date: 12/8/23

Description of Event: Type Panda Express Vendor Panda Express

Purpose for Event: Purpose is to fundraise for School events, PTA funds, carnival, and husky store.

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: Handled at store already, school will get 10% back from each sale they make.

Event Sponsor (please check one) ASB: ✓ Booster Club (PTA, PTO, Other): _____

Proposed Date(s) of Event: 5/3/24 Time of Event: All Day

Contact Person: Stephanie Carachco

Location of Proposed Activity: Panda Express

Status of Event (please check one): ☐ New Event ☒ Held previously (years): 2023

Use of Facilities thru Facilitron is required for all events outside the normal school hours.

Is the Use of Facilities Reservation thru Facilitron completed? Yes ☐ No ☒ N/A ☐

Has Revenue Potential form been prepared? (For ASB Only - Form must be included) Yes ☐ No ☒

Other Background information (Is proposed fundraising event on current ASB budget?) Yes ☐ No ☒

ASB Advisor: _____ Signature _____ Date

Student Council Approval Date: _____ (Middle Schools must attach minutes)

Student Council Representative: _____ Signature _____ Date

Principal Approval: Maria Owen Signature 12/8/23 Date

Reviewed by Business Services: Maria Newton Date: 1/10/2024

- 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: Russo McEntee Academy Date: 12/8/23

Description of Event: Type Walk-A-Thon Vendor _____

Purpose for Event: Purpose is to fundraise to start up our school PTA, support school events, husky store and school supplies & garden

If selling food what are the items: _____ Brand and package size: _____

Explain how food is handled/stored prior to or day of event: _____

Event Sponsor (please check one) ASB: ✓ Booster Club (PTA, PTO, Other): _____

Proposed Date(s) of Event: 3/7/24 Time of Event: 9:00 - 10:30 am

Contact Person: Stephanie Carachea

Location of Proposed Activity: Russo Campus Blacktop

Status of Event (please check one): ☐ New Event ☒ Held previously (years): 2022

Use of Facilities thru Facilitron is required for all events outside the normal school hours.

Is the Use of Facilities Reservation thru Facilitron completed?	Yes ☐	No ☒	N/A ☐
Has Revenue Potential form been prepared? (For ASB Only - Form must be included)	Yes ☐	No ☒	
Other Background information (Is proposed fundraising event on current ASB budget?)	Yes ☐	No ☒	

ASB Advisor: _____ Signature _____ Date

Student Council Approval Date: _____ (Middle Schools must attach minutes)

Student Council Representative: _____ Signature _____ Date

Principal Approval: [signature] Signature 12/8/23 Date

Reviewed by Business Services: Maria Nevarez Date: 1/10/2024

- 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: Russo McEntee Academy Date: 12/8/23

Description of Event: Type Chuck E. Cheese Vendor Chuck E. Cheese

Purpose for Event: Purpose to fundraise funds for PTA, end of the year carnival, school events, and husky store and garden

If selling food what are the items: _____ Brand and package size: _____

Explain how food is handled/stored prior to or day of event: This will be at Chuck E. Cheese, every food item, ticket sale The PTA will get 20% back.

Event Sponsor (please check one) ASB: ✓ Booster Club (PTA, PTO, Other): _____

Proposed Date(s) of Event: 4/5/2024 Time of Event: 5:00 - 7:00pm

Contact Person: Stephanie Carachco

Location of Proposed Activity: _____

Status of Event (please check one): ☐ New Event ☒ Held previously (years): 2023

Use of Facilities thru Facilitron is required for all events outside the normal school hours.

Is the Use of Facilities Reservation thru Facilitron completed?	Yes ☐	No ☒	N/A ☐
Has Revenue Potential form been prepared? (For ASB Only - Form must be included)	Yes ☐	No ☒	
Other Background information (Is proposed fundraising event on current ASB budget?)	Yes ☐	No ☒	

ASB Advisor: _____ _____
Signature Date

Student Council Approval Date: _____ (Middle Schools must attach minutes)

Student Council Representative: _____ _____
Signature Date

Principal Approval: _____ 12/8/23
Signature Date

Reviewed by Business Services: _____ Date: 1/10/2024

- 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 #: 4 **(From Financial Plan)**

School Name: Ryan STEAM Academy Date: 12/01/2023

Description of Event: Type Christmas Grams Vendor N/A

Purpose for Event: To raise money for 5th grade science camp, incentives for students, and field trips.

If selling food what are the items: _____ Brand and package size: _____

Explain how food is handled/stored prior to or day of event: _____

Event Sponsor (please check one) ASB: X Booster Club (PTA, PTO, Other): _____

Proposed Date(s) of Event: 12/06/2023 Time of Event: 8:00AM-3:00 PM

Contact Person: Vanessa Esquibel

Location of Proposed Activity: In the front office

Status of Event (please check one): ☑ New Event ☐ Held previously (years): _____

Use of Facilities thru Facilitron <u>is required</u> for all events outside the normal school hours.

Is the Use of Facilities Reservation thru Facilitron completed? Yes ☐ No ☐ N/A ☑

Has Revenue Potential form been prepared? (For ASB Only - Form must be included) Yes ☑ No ☐

Other Background information (Is proposed fundraising event on current ASB budget?) Yes ☑ No ☐

ASB Advisor: Bobby Castaneda 12-19-23
Signature Date

Student Council Approval Date: _____ (Middle Schools must attach minutes)

Student Council Representative: _____ _____
Signature Date

Principal Approval: _____ 12/19/23
Signature Date

Reviewed by Business Services: Maria Dew Date: 12/20/23

- FUNDRAISING EVENTS INVOLVING FOOD SALES MUST BE REVIEWED BY CNS Director,

  CNS _____ Date: _____

  Approved _____ Denied _____

- FUNDRAISING EVENTS INVOLVING USE OF FACILITIES MUST BE REVIEWED BY MOT

  Director, MOT: _____ Date: _____

  Operations Mgr.: _____ Date: _____

  Approved _____ Denied _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FUNDRAISING EVENT APPROVAL FORM

Fundraiser #: 1 **(From Financial Plan)**

School Name: Ryan STEAM Academy Date: 12/18/2023

Description of Event: Type Sweatshirt Sales Vendor _____

Purpose for Event: To raise money for 5th grade science camp, incentives for students, and for field trips.

If selling food what are the items: _____ Brand and package size: _____

Explain how food is handled/stored prior to or day of event: _____

Event Sponsor (please check one) ASB: X Booster Club (PTA, PTO, Other): _____

Proposed Date(s) of Event: 10/02/2023 Time of Event: Before and after school

Contact Person: Vanessa Esquibel

Location of Proposed Activity: In the office

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: Bobby Gastanyeda 12-19-23
Signature Date

Student Council Approval Date: _____ (Middle Schools must attach minutes)

Student Council Representative: _____ _____
Signature Date

Principal Approval: _____ 12/19/23
Signature Date

Reviewed by Business Services: Maria Nevarez Date: 12/20/23

- FUNDRAISING EVENTS INVOLVING FOOD SALES MUST BE REVIEWED BY CNS Director,

  CNS _____ Date: _____

  Approved _____ Denied _____

- FUNDRAISING EVENTS INVOLVING USE OF FACILITIES MUST BE REVIEWED BY MOT

  Director, MOT: _____ Date: _____

  Operations Mgr.: _____ Date: _____

  Approved _____ Denied _____

12.04

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF TRUSTEES

To the Board of Trustees: January 10, 2024

Subject: **Vendor & Payroll Warrants**

Staff Analysis: Summary of Vendor and Payroll Warrants issued during December month of Fiscal Year 2023/2024.

Total of vendor warrants	$	6,575,813.68
Total of payroll warrants	$	5,110,938.68
Total	**$**	**11,686,752.36**

Recommendation: Staff recommends approval of the Vendor & Payroll Warrants for the month of December 2023.

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

To the Board of Trustees:

Recommend Approval

12.04
Agenda Placement

Meeting: January 18, 2024
Regular Board Meeting

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

December 2023

Fund	VENDOR WARRANTS	AMOUNT
010,050,060,080	General Fund (Incl Payroll A/P)	$3,018,859.48
120	Child Development Fund	$1,752.02
130	Cafeteria Fund	$301,378.54
140	Deferred Maintenance Fund	$0.00
210	Building Fund	$1,740,032.93
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	$1,483,826.26
	Subtotal	**$6,545,849.23**
088	Student Body Fund	$29,964.45
	Total Vendor Warrants	**$6,575,813.68**

	PAYROLL WARRANTS	
	10th of the month	$403,359.22
	EOM Payroll	$4,707,579.46
	AREA EOM	$0.00
	Manual Checks	$0.00
	Void Checks	$0.00
	Total Payroll Warrants	**$5,110,938.68**
	Grand Total All Warrants	**$11,686,752.36**

	From		To
AP Warrants used #	4021153	-	4021651
Payroll Direct Deposit Pay Stub used #	4764559	-	4766036
Payroll Checks used #	4406194	-	4406327

AP Check Register - Pivot Table Summary by Vendor
December 2023

Vendor Name	Date	Warrant #	Fund		Sum of Amount
4IMPRINT INC.	12/21/2023	4021493	010	$	710.66
		4021589	010	$	1,232.02
4IMPRINT INC. Total				**$**	**1,942.68**
9095-5451 QC INC JUSTFUNDRAISI	12/21/2023	4021478	088	$	3,974.00
9095-5451 QC INC JUSTFUNDRAISI Total				**$**	**3,974.00**
ACE EMPOWER ACADEMY	12/11/2023	4021352	010	$	47,467.00
ACE EMPOWER ACADEMY Total				**$**	**47,467.00**
ACHIEVE KIDS	12/15/2023	4021384	080	$	16,745.50
ACHIEVE KIDS Total				**$**	**16,745.50**
ACME PACIFIC REPAIRS INC.	12/1/2023	4021153	050	$	2,465.19
ACME PACIFIC REPAIRS INC. Total				**$**	**2,465.19**
ACSA FOUNDATION FOR	12/15/2023	4021431	010	$	849.00
ACSA FOUNDATION FOR Total				**$**	**849.00**
AFTER SCHOOL MUSIC ACADEMY LLC	12/4/2023	4021245	060	$	6,114.06
AFTER SCHOOL MUSIC ACADEMY LLC Total				**$**	**6,114.06**
AIR FILTER/CONTROL	12/11/2023	4021353	060	$	4,018.09
AIR FILTER/CONTROL Total				**$**	**4,018.09**
ALECIA KELLEY	12/8/2023	4021339	010	$	86.79
	12/11/2023	4021354	010	$	182.27
	12/21/2023	4021479	010	$	100.50
ALECIA KELLEY Total				**$**	**369.56**
ALEX STEWART	12/15/2023	4021385	080	$	13,020.00
ALEX STEWART Total				**$**	**13,020.00**
ALEXANDRA GUTIERREZ	12/15/2023	4021386	080	$	36.68
ALEXANDRA GUTIERREZ Total				**$**	**36.68**
ALIA	12/26/2023	4021648	060	$	17,136.29
ALIA Total				**$**	**17,136.29**
ALLIANCE FOR YOUTH ACHIEVEMENT	12/21/2023	4021605	010	$	30.00
ALLIANCE FOR YOUTH ACHIEVEMENT Total				**$**	**30.00**
ALLIED REFRIGERATION INC.	12/1/2023	4021218	050	$	600.83
	12/21/2023	4021480	050	$	442.30
		4021572	050	$	81.51
ALLIED REFRIGERATION INC. Total				**$**	**1,124.64**
ALLISON ROSE ANDERSON	12/21/2023	4021621	080	$	199.38
ALLISON ROSE ANDERSON Total				**$**	**199.38**
ALPHA BLANCA ALVARADO(ALPHA1)	12/11/2023	4021355	010	$	113,713.00
ALPHA BLANCA ALVARADO(ALPHA1) Total				**$**	**113,713.00**
ALPHA JOSE HERNANDEZ (ALPHA	12/11/2023	4021356	010	$	108,408.00
ALPHA JOSE HERNANDEZ (ALPHA Total				**$**	**108,408.00**
ALUM ROCK #305	12/21/2023	4021606	010	$	402.00
ALUM ROCK #305 Total				**$**	**402.00**
ALUM ROCK ADMINISTRATORS ASSOC	12/21/2023	4021607	010	$	480.00
ALUM ROCK ADMINISTRATORS ASSOC Total				**$**	**480.00**
AMANDA LEA CHAMBERS	12/8/2023	4021283	060	$	46.00
AMANDA LEA CHAMBERS Total				**$**	**46.00**
AMAZON.COM LLC	12/1/2023	4021179	010	$	226.98
		4021196	010	$	147.11
			080	$	382.78
	12/8/2023	4021261	010	$	142.17
		4021298	010	$	302.96
			060	$	12,219.09

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AMAZON.COM LLC	12/11/2023	4021357	010	$ 98.96
	12/15/2023	4021387	010	$ 86.41
		4021449	010	$ 30.61
	12/21/2023	4021494	010	$ 2,924.56
			210	$ 1,751.60
		4021533	010	$ 143.71
			130	$ 1,328.68
		4021563	010	$ 318.06
			080	$ 74.30
		4021590	130	$ 210.14
		4021622	010	$ 37.74
			080	$ 173.59
AMAZON.COM LLC Total				**$ 20,599.45**
AMERICA PEREZ	12/1/2023	4021180	010	$ 150.00
AMERICA PEREZ Total				**$ 150.00**
AMERICAN BAND ACCESSORIES LLC	12/1/2023	4021197	010	$ 132.75
AMERICAN BAND ACCESSORIES LLC Total				**$ 132.75**
AMERICAN FIDELITY ASSURANCE	12/21/2023	4021608	010	$ 9,300.00
AMERICAN FIDELITY ASSURANCE Total				**$ 9,300.00**
AMERICAN FIDELITY ASSURANCE CO	12/21/2023	4021609	010	$ 26,597.17
AMERICAN FIDELITY ASSURANCE CO Total				**$ 26,597.17**
AMY ELIZABETH RODRIGUES	12/8/2023	4021262	010	$ 26.20
AMY ELIZABETH RODRIGUES Total				**$ 26.20**
ANDREA ELIZABETH MORTON	12/1/2023	4021181	080	$ 30.13
ANDREA ELIZABETH MORTON Total				**$ 30.13**
ANDREA MARTINEZ	12/21/2023	4021623	130	$ 19.65
ANDREA MARTINEZ Total				**$ 19.65**
ANGELA MARIA CUELLAR	12/8/2023	4021299	010	$ 150.00
ANGELA MARIA CUELLAR Total				**$ 150.00**
ANTHONY COLONNA	12/8/2023	4021316	080	$ 116.53
ANTHONY COLONNA Total				**$ 116.53**
ANTIPASTOS	12/21/2023	4021534	010	$ 323.47
ANTIPASTOS Total				**$ 323.47**
ANTOINE WATTS	12/21/2023	4021573	010	$ 2,237.50
ANTOINE WATTS Total				**$ 2,237.50**
ARC ALTERNATIVES	12/1/2023	4021154	210	$ 1,845.00
	12/21/2023	4021574	210	$ 8,980.00
ARC ALTERNATIVES Total				**$ 10,825.00**
ARC NETWORK LLC	12/21/2023	4021564	010	$ 3,184.00
ARC NETWORK LLC Total				**$ 3,184.00**
ASSOCIATION OF CALIFORNIA	12/21/2023	4021610	010	$ 3,236.83
ASSOCIATION OF CALIFORNIA Total				**$ 3,236.83**
AT&T	12/20/2023	4021475	010	$ 1,625.98
	12/7/2023	4021258	010	$ 3,372.13
AT&T Total				**$ 4,998.11**
AURORA SANABRIA	12/21/2023	4021619	010	$ 361.95
AURORA SANABRIA Total				**$ 361.95**
AVID CENTER	12/21/2023	4021565	010	$ 10,113.00
AVID CENTER Total				**$ 10,113.00**
AXIOM COMMUNICATIONS SYSTEMS	12/11/2023	4021358	050	$ 810.00
AXIOM COMMUNICATIONS SYSTEMS Total				**$ 810.00**

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Vendor Name	Date	Warrant #	Fund	Sum of Amount
BATTERY SYSTEMS INC	12/8/2023	4021263	050	$ 610.26
BATTERY SYSTEMS INC Total				**$ 610.26**
BAY AREA FLOOR MACHINE	12/1/2023	4021155	010	$ 26.81
	12/15/2023	4021419	010	$ 233.78
BAY AREA FLOOR MACHINE Total				**$ 260.59**
BIOMETRICS4ALL INC.	12/8/2023	4021284	010	$ 27.75
BIOMETRICS4ALL INC. Total				**$ 27.75**
BIZON GROUP INC	12/8/2023	4021300	210	$ 325.94
BIZON GROUP INC Total				**$ 325.94**
BJOREM SPEECH PUBLICATIONS	12/15/2023	4021388	010	$ 101.22
BJOREM SPEECH PUBLICATIONS Total				**$ 101.22**
BLANCA CONTRERAS NUNEZ	12/8/2023	4021285	010	$ 131.32
BLANCA CONTRERAS NUNEZ Total				**$ 131.32**
BLUETRITON BRANDS INC.	12/20/2023	4021476	010	$ 199.73
			080	$ 40.35
	12/8/2023	4021350	010	$ 126.33
			130	$ 90.69
	12/18/2023	4021458	010	$ 1,173.26
			050	$ 90.65
	12/21/2023	4021624	010	$ 56.43
BLUETRITON BRANDS INC. Total				**$ 1,777.44**
BOSCO CONSTRUCTION SERVICES	12/21/2023	4021495	210	$ 106,779.71
BOSCO CONSTRUCTION SERVICES Total				**$ 106,779.71**
BRAINPOP LLC.	12/1/2023	4021198	060	$ 302.50
BRAINPOP LLC. Total				**$ 302.50**
BRENDA AVALOS	12/1/2023	4021182	010	$ 435.80
BRENDA AVALOS Total				**$ 435.80**
BRIAN SCOTT AMBROSCH	12/8/2023	4021317	010	$ 548.00
			060	$ 1,042.00
BRIAN SCOTT AMBROSCH Total				**$ 1,590.00**
BRIDGE WIRELESS INC	12/21/2023	4021481	010	$ 63.52
BRIDGE WIRELESS INC Total				**$ 63.52**
BRIEANA WHITE	12/8/2023	4021318	088	$ 133.89
BRIEANA WHITE Total				**$ 133.89**
CADA CENTRAL	12/21/2023	4021645	060	$ 910.00
CADA CENTRAL Total				**$ 910.00**
CALIFORNIA ASSOCIATION FOR	12/15/2023	4021438	060	$ 1,300.00
CALIFORNIA ASSOCIATION FOR Total				**$ 1,300.00**
CALIFORNIA GEOLOGICAL SURVEY	12/20/2023	4021473	210	$ 4,800.00
		4021474	210	$ 4,800.00
CALIFORNIA GEOLOGICAL SURVEY Total				**$ 9,600.00**
CALIFORNIA SPORT DESIGN	12/8/2023	4021319	010	$ 3,407.03
CALIFORNIA SPORT DESIGN Total				**$ 3,407.03**
CAL-STEAM INC.	12/21/2023	4021496	050	$ 239.17
CAL-STEAM INC. Total				**$ 239.17**
CAMBIUM LEARNING INC.	12/21/2023	4021591	060	$ 546.73
CAMBIUM LEARNING INC. Total				**$ 546.73**
CAMPBELL RECREATION &COMM SERV	12/21/2023	4021535	010	$ 1,284.10
CAMPBELL RECREATION &COMM SERV Total				**$ 1,284.10**
CANON FINANCIAL SERVICES INC.	12/18/2023	4021456	010	$ 9,073.42
			060	$ 3,752.67

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Vendor Name	Date	Warrant #	Fund		Sum of Amount
CANON FINANCIAL SERVICES INC.	12/18/2023	4021456	050	$	127.97
			080	$	351.12
			130	$	446.22
			210	$	127.97
CANON FINANCIAL SERVICES INC. Total				**$**	**13,879.37**
CARLOS C TRIPODI	12/8/2023	4021320	010	$	49.78
CARLOS C TRIPODI Total				**$**	**49.78**
CARLOS H ROSALES	12/1/2023	4021183	010	$	150.00
CARLOS H ROSALES Total				**$**	**150.00**
CARMELINA BAUTISTA	12/8/2023	4021264	010	$	45.20
CARMELINA BAUTISTA Total				**$**	**45.20**
CAROLYN A RAMIREZ	12/8/2023	4021265	010	$	137.09
CAROLYN A RAMIREZ Total				**$**	**137.09**
CAST INC.	12/21/2023	4021592	060	$	637.47
CAST INC. Total				**$**	**637.47**
CASTILLO, ALICIA	12/21/2023	4021497	010	$	54.00
CASTILLO, ALICIA Total				**$**	**54.00**
CAT FINANCIAL CAT CARD	12/1/2023	4021156	010	$	1,476.00
CAT FINANCIAL CAT CARD Total				**$**	**1,476.00**
CENGAGE LEARNING INC	12/8/2023	4021321	010	$	801.28
			060	$	1,011.72
CENGAGE LEARNING INC Total				**$**	**1,813.00**
CESAR ARTURO ESCALANTE	12/1/2023	4021199	010	$	150.00
CESAR ARTURO ESCALANTE Total				**$**	**150.00**
CHILDREN'S DISCOVERY MUSEUM	12/26/2023	4021649	088	$	504.00
CHILDREN'S DISCOVERY MUSEUM Total				**$**	**504.00**
CHRISTINA RAQUEDAN	12/15/2023	4021389	080	$	52.41
CHRISTINA RAQUEDAN Total				**$**	**52.41**
CHRISTINA SARINANA	12/8/2023	4021286	088	$	167.34
CHRISTINA SARINANA Total				**$**	**167.34**
CINTAS CORPORATION	12/1/2023	4021157	010	$	475.57
			050	$	67.23
		4021219	010	$	657.18
			050	$	67.23
	12/15/2023	4021420	010	$	327.62
			050	$	67.23
		4021432	010	$	369.57
			050	$	67.23
	12/21/2023	4021575	010	$	387.51
CINTAS CORPORATION Total				**$**	**2,486.37**
CITY OF SAN JOSE	12/21/2023	4021536	050	$	1,733.00
CITY OF SAN JOSE Total				**$**	**1,733.00**
COMMUNITY SCHOOL OF MUSIC AND	12/8/2023	4021322	060	$	10,627.00
	12/11/2023	4021359	060	$	8,216.00
	12/15/2023	4021390	010	$	6,155.50
			060	$	4,134.00
	12/21/2023	4021498	010	$	2,500.00
			060	$	3,271.00
		4021557	010	$	2,997.50
			060	$	13,395.00
		4021593	060	$	8,216.00

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Vendor Name	Date	Warrant #	Fund	Sum of Amount
COMMUNITY SCHOOL OF MUSIC AND	12/21/2023	4021625	010	$ 9,533.05
			060	$ 26,261.45
COMMUNITY SCHOOL OF MUSIC AND Total				**$ 95,306.50**
COMPUTER-USING EDUCATORS INC	12/21/2023	4021499	060	$ 718.00
COMPUTER-USING EDUCATORS INC Total				**$ 718.00**
CONSCIOUS TEACHING LLC	12/8/2023	4021323	060	$ 425.74
CONSCIOUS TEACHING LLC Total				**$ 425.74**
CONTINENTAL PRESS	12/8/2023	4021324	060	$ 630.63
CONTINENTAL PRESS Total				**$ 630.63**
CONTRERAS, PALOMA	12/21/2023	4021537	010	$ 44.54
CONTRERAS, PALOMA Total				**$ 44.54**
CRYSTAL CREAMERY INC.	12/20/2023	4021477	130	$ 47,430.86
CRYSTAL CREAMERY INC. Total				**$ 47,430.86**
CSEA VICTORY CLUB	12/21/2023	4021611	010	$ 52.00
CSEA VICTORY CLUB Total				**$ 52.00**
CSUMB CAREER DEVELOPMENT	12/14/2023	4021375	010	$ 485.00
CSUMB CAREER DEVELOPMENT Total				**$ 485.00**
CTBOOK HOLDINGS LLC	12/8/2023	4021325	010	$ 272.64
CTBOOK HOLDINGS LLC Total				**$ 272.64**
CUMMING MANAGEMENT GROUP INC	12/21/2023	4021500	210	$ 118,185.00
CUMMING MANAGEMENT GROUP INC Total				**$ 118,185.00**
CUSTOM HOUSE HOTEL LP	12/15/2023	4021391	010	$ 525.90
CUSTOM HOUSE HOTEL LP Total				**$ 525.90**
CYNTHIA DURAN	12/21/2023	4021538	080	$ 59.61
CYNTHIA DURAN Total				**$ 59.61**
DANIEL HERNANDEZ GUDIEL	12/8/2023	4021287	010	$ 150.00
DANIEL HERNANDEZ GUDIEL Total				**$ 150.00**
DANIEL SANCHEZ	12/1/2023	4021220	060	$ 1,500.00
	12/21/2023	4021539	060	$ 1,500.00
DANIEL SANCHEZ Total				**$ 3,000.00**
DANNIS WOLIVER KELLY	12/1/2023	4021235	010	$ 9,448.00
DANNIS WOLIVER KELLY Total				**$ 9,448.00**
DBA: ELMA'S CATERING & EVENTS	12/15/2023	4021392	010	$ 3,182.96
DBA: ELMA'S CATERING & EVENTS Total				**$ 3,182.96**
DBA: PALACE BUSINESS SOLUTIONS	12/1/2023	4021221	010	$ 13,613.93
	12/21/2023	4021501	010	$ 1,689.72
DBA: PALACE BUSINESS SOLUTIONS Total				**$ 15,303.65**
DBA:DELTA HEALTHCARE PROVIDERS	12/15/2023	4021393	080	$ 12,468.75
DBA:DELTA HEALTHCARE PROVIDERS Total				**$ 12,468.75**
DELGADO, JESUS	12/8/2023	4021288	010	$ 150.00
DELGADO, JESUS Total				**$ 150.00**
DELTA DENTAL	12/21/2023	4021626	670	$ 1,340.82
DELTA DENTAL Total				**$ 1,340.82**
DEPARTMENT OF GENERAL SERVICES	12/1/2023	4021222	010	$ 279.75
	12/21/2023	4021627	010	$ 186.50
DEPARTMENT OF GENERAL SERVICES Total				**$ 466.25**
DILIGENT CORPORATION	12/21/2023	4021482	010	$ 18,000.00
DILIGENT CORPORATION Total				**$ 18,000.00**
DIVISION OF THE STATE	12/14/2023	4021376	210	$ 800.00
DIVISION OF THE STATE Total				**$ 800.00**
E.L. ACHIEVE INC.	12/1/2023	4021236	010	$ 1,900.94

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Vendor Name	Date	Warrant #	Fund	Sum of Amount
E.L. ACHIEVE INC.	12/8/2023	4021301	060	$ 2,454.38
	12/21/2023	4021540	060	$ 21,824.67
E.L. ACHIEVE INC. Total				**$ 26,179.99**
EAST BAY REFRIGERATION INC.	12/1/2023	4021223	130	$ 864.50
	12/11/2023	4021360	130	$ 408.59
	12/21/2023	4021558	130	$ 1,347.32
EAST BAY REFRIGERATION INC. Total				**$ 2,620.41**
EAST BAY RESTAURANT SUPPLY INC	12/11/2023	4021361	060	$ 1,023.22
EAST BAY RESTAURANT SUPPLY INC Total				**$ 1,023.22**
EDGES ELECTRICAL GROUP LLC	12/1/2023	4021224	050	$ 1,964.96
	12/8/2023	4021266	050	$ 729.04
	12/21/2023	4021483	050	$ 1,357.70
EDGES ELECTRICAL GROUP LLC Total				**$ 4,051.70**
EDUCATION HOUSING PARTNERS INC	12/1/2023	4021158	210	$ 35,717.42
	12/21/2023	4021566	210	$ 21,187.86
EDUCATION HOUSING PARTNERS INC Total				**$ 56,905.28**
EINSTEIN NOAH RESTAURANT	12/1/2023	4021200	010	$ 95.85
	12/8/2023	4021267	010	$ 233.90
	12/15/2023	4021394	010	$ 113.27
	12/21/2023	4021502	010	$ 611.42
		4021541	010	$ 215.84
		4021594	010	$ 216.64
		4021628	060	$ 142.61
EINSTEIN NOAH RESTAURANT Total				**$ 1,629.53**
ELIZABETH CONTRERAS	12/4/2023	4021246	010	$ 150.00
ELIZABETH CONTRERAS Total				**$ 150.00**
ELIZABETH NUNEZ GUZMAN	12/18/2023	4021460	010	$ 462.93
ELIZABETH NUNEZ GUZMAN Total				**$ 462.93**
ELLEN ARNISON	12/18/2023	4021461	010	$ 251.90
ELLEN ARNISON Total				**$ 251.90**
ELVIA RODRIGUEZ DIAZ	12/18/2023	4021462	010	$ 416.42
ELVIA RODRIGUEZ DIAZ Total				**$ 416.42**
EM LE	12/1/2023	4021184	010	$ 150.00
EM LE Total				**$ 150.00**
EMERIC BISBEE	12/15/2023	4021395	060	$ 41.93
EMERIC BISBEE Total				**$ 41.93**
EMICS INC.	12/8/2023	4021268	010	$ 16,920.00
EMICS INC. Total				**$ 16,920.00**
EMILY BETH MCCHRISTIAN	12/8/2023	4021326	010	$ 36.03
EMILY BETH MCCHRISTIAN Total				**$ 36.03**
ENCORE DATA PRODUCT INC.	12/8/2023	4021302	060	$ 3,893.75
ENCORE DATA PRODUCT INC. Total				**$ 3,893.75**
ENVIRONMENTAL SYSTEMS INC	12/21/2023	4021503	050	$ 3,440.00
ENVIRONMENTAL SYSTEMS INC Total				**$ 3,440.00**
ERIN DEVINE	12/8/2023	4021327	080	$ 15,823.50
ERIN DEVINE Total				**$ 15,823.50**
FEDERAL EXPRESS	12/21/2023	4021504	010	$ 115.34
		4021629	010	$ 181.84
FEDERAL EXPRESS Total				**$ 297.18**
FERNANDO P CRESPO	12/8/2023	4021289	010	$ 150.00
FERNANDO P CRESPO Total				**$ 150.00**

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Vendor Name	Date	Warrant #	Fund		Sum of Amount
FICO'S NEW YORK STYLE PIZZA	12/11/2023	4021362	010	$	740.79
FICO'S NEW YORK STYLE PIZZA Total				**$**	**740.79**
FIRST STUDENT INC.	12/21/2023	4021576	010	$	1,644.73
		4021630	088	$	2,778.40
FIRST STUDENT INC. Total				**$**	**4,423.13**
FRANCISCO LOZANO	12/18/2023	4021463	010	$	416.42
FRANCISCO LOZANO Total				**$**	**416.42**
FROG ENVIRONMENTAL. INC	12/1/2023	4021159	010	$	2,850.00
FROG ENVIRONMENTAL. INC Total				**$**	**2,850.00**
GARDA CL WEST	12/1/2023	4021160	010	$	22.20
			130	$	22.19
	12/21/2023	4021559	010	$	203.88
			130	$	203.87
GARDA CL WEST Total				**$**	**452.14**
GEINAH LIM NIERRA	12/15/2023	4021439	080	$	195.20
GEINAH LIM NIERRA Total				**$**	**195.20**
GOLD STAR FOODS	12/14/2023	4021382	130	$	147,968.41
GOLD STAR FOODS Total				**$**	**147,968.41**
GONZALEZ, ANDREA	12/21/2023	4021542	010	$	51.48
GONZALEZ, ANDREA Total				**$**	**51.48**
GREENESPORT ASSOCIATION	12/21/2023	4021631	010	$	1,185.00
	12/26/2023	4021650	010	$	980.00
GREENESPORT ASSOCIATION Total				**$**	**2,165.00**
GUITAR CENTER STORES INC.	12/21/2023	4021505	060	$	7,426.39
GUITAR CENTER STORES INC. Total				**$**	**7,426.39**
HEYAT ABDULWAHID ISMAIL	12/18/2023	4021471	010	$	19.87
HEYAT ABDULWAHID ISMAIL Total				**$**	**19.87**
HOME DEPOT U.S.A. INC.	12/1/2023	4021161	010	$	204.60
			050	$	5,691.14
		4021225	050	$	3,133.22
	12/8/2023	4021340	010	$	8.17
	12/15/2023	4021396	010	$	349.99
	12/21/2023	4021506	050	$	1,368.50
		4021577	050	$	2,783.48
		4021595	010	$	1,067.79
		4021632	050	$	1,224.19
HOME DEPOT U.S.A. INC. Total				**$**	**15,831.08**
HORIZON DISTRIBUTORS INC	12/1/2023	4021226	050	$	92.06
HORIZON DISTRIBUTORS INC Total				**$**	**92.06**
HUYNH, VAN	12/1/2023	4021185	060	$	31.44
HUYNH, VAN Total				**$**	**31.44**
ICONIX WATERWORKS (US) INC.	12/15/2023	4021421	050	$	617.14
ICONIX WATERWORKS (US) INC. Total				**$**	**617.14**
IDN INC	12/8/2023	4021269	050	$	1,540.80
	12/11/2023	4021363	050	$	781.03
	12/15/2023	4021422	050	$	66.18
IDN INC Total				**$**	**2,388.01**
IMAGINE LEARNING LLC	12/21/2023	4021567	060	$	18,750.00
IMAGINE LEARNING LLC Total				**$**	**18,750.00**
IMEE ALMAZAN	12/21/2023	4021484	010	$	236.81
IMEE ALMAZAN Total				**$**	**236.81**

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Vendor Name	Date	Warrant #	Fund	Sum of Amount
INTERNATIONAL ASSOCIATION FOR	12/4/2023	4021247	010	$ 2,200.00
			060	$ 7,500.00
	12/21/2023	4021588	060	$ 8,000.00
		4021633	060	$ 3,100.00
INTERNATIONAL ASSOCIATION FOR Total				**$ 20,800.00**
ITSAVVY LLC	12/8/2023	4021303	088	$ 1,502.93
ITSAVVY LLC Total				**$ 1,502.93**
IXL LEARNING INC.	12/1/2023	4021162	060	$ 3,225.00
IXL LEARNING INC. Total				**$ 3,225.00**
J.B. TROPHIES	12/15/2023	4021397	010	$ 217.94
J.B. TROPHIES Total				**$ 217.94**
J.W. PEPPER & SON, INC.	12/8/2023	4021304	060	$ 432.02
J.W. PEPPER & SON, INC. Total				**$ 432.02**
JACQUELINE MONTEJANO	12/21/2023	4021485	010	$ 162.81
JACQUELINE MONTEJANO Total				**$ 162.81**
JAZZY LIEN NGUYEN	12/21/2023	4021578	130	$ 89.41
JAZZY LIEN NGUYEN Total				**$ 89.41**
JEANS PALACE INC.	12/1/2023	4021201	060	$ 89.64
	12/21/2023	4021634	060	$ 209.93
JEANS PALACE INC. Total				**$ 299.57**
JENNIFER TIMMINS	12/8/2023	4021328	060	$ 33.41
	12/21/2023	4021635	060	$ 43.23
JENNIFER TIMMINS Total				**$ 76.64**
JEREMIAH CONCEPCION	12/8/2023	4021341	010	$ 150.00
JEREMIAH CONCEPCION Total				**$ 150.00**
JESSE M SERNA	12/1/2023	4021163	010	$ 1,900.00
	12/21/2023	4021543	010	$ 3,300.00
JESSE M SERNA Total				**$ 5,200.00**
JESUS L ARAUJO JR	12/8/2023	4021342	010	$ 621.93
	12/21/2023	4021646	010	$ 1,075.25
JESUS L ARAUJO JR Total				**$ 1,697.18**
JOHNNY RAY VILLALOBOS	12/1/2023	4021202	010	$ 150.00
JOHNNY RAY VILLALOBOS Total				**$ 150.00**
JONATHAN TRAN	12/8/2023	4021270	010	$ 195.00
JONATHAN TRAN Total				**$ 195.00**
JORDAN KNIGHTON ARCHITECTS INC	12/21/2023	4021507	210	$ 11,760.00
JORDAN KNIGHTON ARCHITECTS INC Total				**$ 11,760.00**
JOUNTEY D WADE	12/15/2023	4021398	060	$ 36.75
JOUNTEY D WADE Total				**$ 36.75**
JOURNEYED.COM INC.	12/1/2023	4021164	130	$ 140.00
	12/15/2023	4021450	010	$ 140.00
	12/21/2023	4021544	010	$ 280.00
		4021636	010	$ 140.00
JOURNEYED.COM INC. Total				**$ 700.00**
JUDY LEE MARTINEZ	12/1/2023	4021186	010	$ 150.00
JUDY LEE MARTINEZ Total				**$ 150.00**
JULIANA VALDERAMA	12/18/2023	4021464	010	$ 289.52
JULIANA VALDERAMA Total				**$ 289.52**
JUMPSTART FOR YOUNG	12/15/2023	4021399	120	$ 752.02
JUMPSTART FOR YOUNG Total				**$ 752.02**
JUNHY KIM	12/18/2023	4021465	010	$ 352.43

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Vendor Name	Date	Warrant #	Fund	Sum of Amount
JUNHY KIM Total				**$ 352.43**
KAISER PERMANENTE	12/21/2023	4021637	670	$ 423.09
KAISER PERMANENTE Total				**$ 423.09**
KATRINA VALDEZ	12/1/2023	4021187	060	$ 9,207.45
	12/8/2023	4021271	060	$ 9,207.45
KATRINA VALDEZ Total				**$ 18,414.90**
KATRINA ZHANG	12/21/2023	4021579	130	$ 43.30
		4021596	130	$ 544.04
KATRINA ZHANG Total				**$ 587.34**
KEENAN & ASSOCIATES	12/1/2023	4021237	670	$ 105,925.00
KEENAN & ASSOCIATES Total				**$ 105,925.00**
KELLY SPICERS INC	12/21/2023	4021597	010	$ 2,537.27
KELLY SPICERS INC Total				**$ 2,537.27**
KELLY-MOORE PAINT COMPANY INC.	12/8/2023	4021272	050	$ 98.47
KELLY-MOORE PAINT COMPANY INC. Total				**$ 98.47**
KERN OIL FILTER RECYCLING LLC	12/21/2023	4021508	010	$ 840.00
KERN OIL FILTER RECYCLING LLC Total				**$ 840.00**
KEVIN DAVID WEBSTER	12/8/2023	4021329	080	$ 78.60
KEVIN DAVID WEBSTER Total				**$ 78.60**
KHAI Q. TRAN	12/15/2023	4021433	050	$ 32,380.00
KHAI Q. TRAN Total				**$ 32,380.00**
KIPP HEARTWOOD ACADEMY	12/11/2023	4021364	010	$ 107,168.00
KIPP HEARTWOOD ACADEMY Total				**$ 107,168.00**
KIPP PRIZE PREPARATORY ACADEMY	12/11/2023	4021365	010	$ 100,205.00
KIPP PRIZE PREPARATORY ACADEMY Total				**$ 100,205.00**
LAKESHORE EQUIPMENT COMPANY	12/1/2023	4021165	010	$ 176.60
			060	$ 89.59
		4021203	010	$ 184.38
	12/8/2023	4021273	010	$ 188.89
			060	$ 298.12
		4021305	010	$ 114.28
			060	$ 1,874.21
	12/21/2023	4021509	010	$ 98.68
LAKESHORE EQUIPMENT COMPANY Total				**$ 3,024.75**
LAURA MARISCAL LOPEZ	12/21/2023	4021510	130	$ 51.75
LAURA MARISCAL LOPEZ Total				**$ 51.75**
LAURENCIA SENABRIA	12/11/2023	4021366	130	$ 131.23
LAURENCIA SENABRIA Total				**$ 131.23**
LDP INC	12/15/2023	4021434	060	$ 738.53
LDP INC Total				**$ 738.53**
LET'S TRAVEL	12/8/2023	4021274	010	$ 2,963.18
			060	$ 1,923.37
LET'S TRAVEL Total				**$ 4,886.55**
LIFELINE SALES CORP	12/14/2023	4021378	130	$ 38,907.72
LIFELINE SALES CORP Total				**$ 38,907.72**
LISA N. TRAN	12/21/2023	4021647	010	$ 221.70
LISA N. TRAN Total				**$ 221.70**
LITERACY RESOURCES LLC	12/8/2023	4021290	060	$ 623.00
LITERACY RESOURCES LLC Total				**$ 623.00**
LITTLE HEROES	12/20/2023	4021472	010	$ 16,233.00
			060	$ 32,217.00

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Vendor Name	Date	Warrant #	Fund	Sum of Amount
LITTLE HEROES Total				**$ 48,450.00**
LOGO LOCKER LLC	12/1/2023	4021166	088	$ 873.91
LOGO LOCKER LLC Total				**$ 873.91**
LORE LLC	12/21/2023	4021545	060	$ 6,000.00
LORE LLC Total				**$ 6,000.00**
LOS ANGELES COUNTY	12/1/2023	4021167	080	$ 111.12
LOS ANGELES COUNTY Total				**$ 111.12**
LOWES COMPANIES INC.	12/1/2023	4021227	050	$ 455.66
	12/15/2023	4021423	050	$ 389.13
		4021435	050	$ 262.78
	12/21/2023	4021580	050	$ 308.78
LOWES COMPANIES INC. Total				**$ 1,416.35**
LOZANO SMITH LLP	12/15/2023	4021451	010	$ 18,556.00
			080	$ 6,743.00
LOZANO SMITH LLP Total				**$ 25,299.00**
LPA INC	12/1/2023	4021238	210	$ 17,101.40
LPA INC Total				**$ 17,101.40**
LUIS ABRAHAM TORRES	12/21/2023	4021511	080	$ 53.06
LUIS ABRAHAM TORRES Total				**$ 53.06**
LUX BUS AMERICA CO.	12/21/2023	4021638	060	$ 3,410.00
LUX BUS AMERICA CO. Total				**$ 3,410.00**
MANSON WESTERN CORPORATION	12/8/2023	4021306	080	$ 486.06
	12/21/2023	4021512	080	$ 457.21
MANSON WESTERN CORPORATION Total				**$ 943.27**
MANUEL LOPEZ	12/1/2023	4021204	010	$ 150.00
MANUEL LOPEZ Total				**$ 150.00**
MARENEM INC	12/21/2023	4021598	060	$ 1,730.85
MARENEM INC Total				**$ 1,730.85**
MARIA CARMINA OROZCO	12/7/2023	4021249	010	$ 89.08
MARIA CARMINA OROZCO Total				**$ 89.08**
MARIA DE JESUS ESPINOZA	12/21/2023	4021486	010	$ 48.24
MARIA DE JESUS ESPINOZA Total				**$ 48.24**
MARIA RUVALCABA	12/8/2023	4021291	010	$ 93.60
MARIA RUVALCABA Total				**$ 93.60**
MARIAN PAULSON	12/8/2023	4021330	010	$ 11.14
MARIAN PAULSON Total				**$ 11.14**
MARILU BELMAN	12/18/2023	4021466	010	$ 508.96
MARILU BELMAN Total				**$ 508.96**
MARIO E GUDIEL	12/1/2023	4021205	010	$ 129.44
MARIO E GUDIEL Total				**$ 129.44**
MARTHA A GARIBAY CORTES	12/1/2023	4021168	130	$ 140.27
MARTHA A GARIBAY CORTES Total				**$ 140.27**
MARY D ASCENCIO	12/1/2023	4021188	010	$ 221.70
MARY D ASCENCIO Total				**$ 221.70**
MARY YOUNG WILLIAMS	12/7/2023	4021252	010	$ 17.50
MARY YOUNG WILLIAMS Total				**$ 17.50**
MAXIM HEALTHCARE SERVICES	12/8/2023	4021275	010	$ 3,563.95
	12/15/2023	4021400	010	$ 3,558.75
		4021424	060	$ 37,313.90
			080	$ 139,682.02
	12/21/2023	4021513	010	$ 3,693.30

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Vendor Name	Date	Warrant #	Fund	Sum of Amount
MAXIM HEALTHCARE SERVICES Total				**$ 187,811.92**
MCKINLEY ELEVATOR CORPORATION	12/1/2023	4021169	050	$ 800.00
	12/21/2023	4021514	050	$ 200.00
		4021581	050	$ 304.50
MCKINLEY ELEVATOR CORPORATION Total				**$ 1,304.50**
METLIFE SMALL MARKET	12/1/2023	4021239	010	$ 2,165.16
	12/21/2023	4021639	010	$ 2,165.16
METLIFE SMALL MARKET Total				**$ 4,330.32**
MICHAEL L. DOMINGUEZ	12/8/2023	4021331	010	$ 221.70
MICHAEL L. DOMINGUEZ Total				**$ 221.70**
MID AMERICA ADMINISTRATION	12/21/2023	4021612	010	$ 8,076.64
MID AMERICA ADMINISTRATION Total				**$ 8,076.64**
MIKES SHY NON SHIRTS INC.	12/21/2023	4021568	010	$ 3,143.43
MIKES SHY NON SHIRTS INC. Total				**$ 3,143.43**
MONARCH TRUCK SERVICE	12/15/2023	4021401	010	$ 7,225.67
MONARCH TRUCK SERVICE Total				**$ 7,225.67**
MONICA MEZA	12/21/2023	4021569	130	$ 13.10
MONICA MEZA Total				**$ 13.10**
MUS VIL INC.	12/8/2023	4021307	010	$ 337.88
	12/15/2023	4021402	010	$ 316.09
		4021425	010	$ 5,915.05
		4021440	010	$ 413.91
		4021441	010	$ 273.44
MUS VIL INC. Total				**$ 7,256.37**
MUSICIAN'S FRIEND, INC.	12/8/2023	4021308	060	$ 92.83
MUSICIAN'S FRIEND, INC. Total				**$ 92.83**
MYSTERY SCIENCE INC.	12/8/2023	4021332	060	$ 999.00
MYSTERY SCIENCE INC. Total				**$ 999.00**
NADIA G MIRANDA	12/15/2023	4021442	130	$ 34.06
NADIA G MIRANDA Total				**$ 34.06**
NANCY ANN HADDOX	12/1/2023	4021240	010	$ 393.28
NANCY ANN HADDOX Total				**$ 393.28**
NASCO EDUCATION LLC	12/8/2023	4021309	010	$ 156.22
	12/21/2023	4021515	010	$ 674.24
NASCO EDUCATION LLC Total				**$ 830.46**
NCS PEARSON INC.	12/8/2023	4021310	080	$ 285.00
		4021333	080	$ 16.20
	12/21/2023	4021546	080	$ 451.59
NCS PEARSON INC. Total				**$ 752.79**
NERELYN HERNANDEZ-RIVERA	12/18/2023	4021467	010	$ 289.67
NERELYN HERNANDEZ-RIVERA Total				**$ 289.67**
NEW TEACHER CENTER	12/8/2023	4021343	120	$ 1,000.00
NEW TEACHER CENTER Total				**$ 1,000.00**
NHAC VAN NGUYEN	12/1/2023	4021189	010	$ 221.70
NHAC VAN NGUYEN Total				**$ 221.70**
NINYO & MOORE GEOTECHNICAL AND	12/1/2023	4021170	210	$ 96,100.00
NINYO & MOORE GEOTECHNICAL AND Total				**$ 96,100.00**
NOR CAL FUNDRAISING	12/1/2023	4021171	088	$ 1,060.10
NOR CAL FUNDRAISING Total				**$ 1,060.10**
NOTABLE INCORPORATED(KAMI)	12/21/2023	4021560	060	$ 99.00
NOTABLE INCORPORATED(KAMI) Total				**$ 99.00**

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Vendor Name	Date	Warrant #	Fund	Sum of Amount
OFFICE DEPOT BUSINESS SOLUTION	12/1/2023	4021206	010	$ 2,268.12
		4021234	010	$ 2,167.14
			080	$ 318.43
			130	$ 102.29
	12/8/2023	4021260	010	$ 1,809.92
			080	$ 222.33
			130	$ 38.98
		4021338	010	$ 2,625.52
	12/15/2023	4021403	010	$ 3,309.03
			060	$ 71.78
		4021426	010	$ 1,662.04
			060	$ 2,134.12
		4021436	010	$ 1,715.35
			050	$ 69.90
			130	$ 80.19
		4021443	010	$ 3,926.78
			088	$ 689.87
	12/21/2023	4021547	010	$ 49.99
		4021561	010	$ 2,506.13
			060	$ 64.90
			080	$ 55.77
			088	$ 149.82
		4021570	010	$ 3,334.33
			060	$ 227.48
OFFICE DEPOT BUSINESS SOLUTION Total				**$ 29,600.21**
ONE STONE APPAREL INC.	12/1/2023	4021172	010	$ 1,171.73
		4021207	088	$ 8,195.94
	12/21/2023	4021548	010	$ 1,245.65
ONE STONE APPAREL INC. Total				**$ 10,613.32**
O'REILLY AUTOMOTIVE STORES INC	12/8/2023	4021311	010	$ 1,207.93
O'REILLY AUTOMOTIVE STORES INC Total				**$ 1,207.93**
OTC DIRECT INC	12/8/2023	4021312	010	$ 362.25
	12/21/2023	4021516	010	$ 212.93
		4021549	080	$ 106.90
OTC DIRECT INC Total				**$ 682.08**
PACIFIC EDUCATORS INC.	12/21/2023	4021613	010	$ 33.18
PACIFIC EDUCATORS INC. Total				**$ 33.18**
PAMELA CONTRERAS	12/15/2023	4021444	130	$ 49.78
PAMELA CONTRERAS Total				**$ 49.78**
PARTRIDGE CONSULTING INC.	12/1/2023	4021208	080	$ 6,000.00
PARTRIDGE CONSULTING INC. Total				**$ 6,000.00**
PDQ INTERMEDIATE INC.	12/21/2023	4021550	010	$ 1,275.00
PDQ INTERMEDIATE INC. Total				**$ 1,275.00**
PERMANENT FOOD SYSTEMS INC.	12/21/2023	4021599	130	$ 4,753.80
	12/26/2023	4021651	130	$ 2,393.40
PERMANENT FOOD SYSTEMS INC. Total				**$ 7,147.20**
PERRIN BERNANRD SUPOWITZ	12/14/2023	4021379	130	$ 17,628.18
PERRIN BERNANRD SUPOWITZ Total				**$ 17,628.18**
PERSEUS ASSOCIATES	12/8/2023	4021276	010	$ 4,237.50
PERSEUS ASSOCIATES Total				**$ 4,237.50**
PG&E	12/1/2023	4021190	010	$ 61.07

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Vendor Name	Date	Warrant #	Fund	Sum of Amount
PG&E	12/18/2023	4021459	010	$ 197,917.13
PG&E Total				**$ 197,978.20**
PLAY THERAPY SUPPLY LLC	12/21/2023	4021600	010	$ 84.77
PLAY THERAPY SUPPLY LLC Total				**$ 84.77**
PRE-PAID LEGAL SERVICES INC.	12/21/2023	4021614	010	$ 242.76
PRE-PAID LEGAL SERVICES INC. Total				**$ 242.76**
PRESTON W JONES	12/8/2023	4021292	010	$ 150.00
PRESTON W JONES Total				**$ 150.00**
PRO-ED	12/1/2023	4021173	080	$ 300.83
PRO-ED Total				**$ 300.83**
PROFESSIONAL SERVICE	12/21/2023	4021517	210	$ 15,450.50
PROFESSIONAL SERVICE Total				**$ 15,450.50**
PROJECT SUPPORT SERVICES INC	12/21/2023	4021518	210	$ 51,237.75
PROJECT SUPPORT SERVICES INC Total				**$ 51,237.75**
PSYCHED SERVICES	12/1/2023	4021209	080	$ 5,950.00
PSYCHED SERVICES Total				**$ 5,950.00**
QUADIENT, INC.	12/8/2023	4021277	010	$ 488.34
QUADIENT, INC. Total				**$ 488.34**
RACHEL SAMPLES	12/15/2023	4021404	080	$ 23.45
RACHEL SAMPLES Total				**$ 23.45**
RAFAEL PAREDES	12/8/2023	4021334	080	$ 85.15
RAFAEL PAREDES Total				**$ 85.15**
RAUL FLORES ANDREW	12/1/2023	4021191	010	$ 150.00
RAUL FLORES ANDREW Total				**$ 150.00**
READING PARTNERS	12/1/2023	4021210	060	$ 45,000.00
READING PARTNERS Total				**$ 45,000.00**
REALLY GOOD STUFF LLC	12/21/2023	4021519	010	$ 391.46
REALLY GOOD STUFF LLC Total				**$ 391.46**
RECOLOGY SOUTH BAY	12/7/2023	4021259	010	$ 18,473.91
	12/21/2023	4021582	010	$ 705.33
RECOLOGY SOUTH BAY Total				**$ 19,179.24**
REILLY BEHAVIORAL &	12/8/2023	4021335	080	$ 6,380.00
REILLY BEHAVIORAL & Total				**$ 6,380.00**
RENAISSANCE LEARNING INC.	12/8/2023	4021313	060	$ 7,089.40
RENAISSANCE LEARNING INC. Total				**$ 7,089.40**
RESOURCE AREA FOR TEACHERS	12/15/2023	4021437	010	$ 6,400.00
RESOURCE AREA FOR TEACHERS Total				**$ 6,400.00**
RFC WIRELESS INC	12/1/2023	4021174	010	$ 2,126.12
RFC WIRELESS INC Total				**$ 2,126.12**
RICK DELONG	12/1/2023	4021175	010	$ 425.00
	12/11/2023	4021367	010	$ 725.00
RICK DELONG Total				**$ 1,150.00**
RIPCORD INC	12/1/2023	4021192	010	$ 7,572.06
RIPCORD INC Total				**$ 7,572.06**
RIVERA, LIONELA C.	12/7/2023	4021253	010	$ 39.46
RIVERA, LIONELA C. Total				**$ 39.46**
RO HEALTH INC.	12/15/2023	4021405	010	$ 27,368.87
	12/21/2023	4021520	010	$ 14,583.35
RO HEALTH INC. Total				**$ 41,952.22**
ROCHESTER 100 INC.	12/1/2023	4021211	010	$ 80.60
ROCHESTER 100 INC. Total				**$ 80.60**

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Vendor Name	Date	Warrant #	Fund	Sum of Amount
ROCKETSHIP FUERZA	12/11/2023	4021368	010	$ 136,961.00
ROCKETSHIP FUERZA Total				**$ 136,961.00**
ROCKETSHIP SI SE PUEDE	12/11/2023	4021369	010	$ 77,007.00
ROCKETSHIP SI SE PUEDE Total				**$ 77,007.00**
RODAN BUILDERS INC.	12/1/2023	4021241	210	$ 599,482.49
	12/21/2023	4021521	210	$ 461,098.01
RODAN BUILDERS INC. Total				**$ 1,060,580.50**
RODAN ENTERPRISES INC.	12/1/2023	4021212	060	$ 443.80
		4021242	010	$ 211.00
	12/21/2023	4021640	060	$ 285.00
RODAN ENTERPRISES INC. Total				**$ 939.80**
ROLLINS INC.	12/7/2023	4021251	050	$ 844.97
ROLLINS INC. Total				**$ 844.97**
ROMEO BUNAG JR.	12/8/2023	4021344	010	$ 139.43
ROMEO BUNAG JR. Total				**$ 139.43**
ROSA LOZANO	12/8/2023	4021293	010	$ 150.00
ROSA LOZANO Total				**$ 150.00**
ROSIO DELUNA	12/8/2023	4021336	080	$ 36.68
ROSIO DELUNA Total				**$ 36.68**
ROUND TABLE PIZZA	12/8/2023	4021278	010	$ 80.92
ROUND TABLE PIZZA Total				**$ 80.92**
RR DONNELLEY	12/15/2023	4021406	010	$ 3,293.32
	12/21/2023	4021641	010	$ 1,531.67
RR DONNELLEY Total				**$ 4,824.99**
RUSSELL SIGLER INC.	12/21/2023	4021583	050	$ 1,146.84
RUSSELL SIGLER INC. Total				**$ 1,146.84**
S.C.C.E.S.J.H.C.A	12/8/2023	4021314	010	$ 450.00
S.C.C.E.S.J.H.C.A Total				**$ 450.00**
SAMANTHA R ZENTNER	12/7/2023	4021254	010	$ 2.96
SAMANTHA R ZENTNER Total				**$ 2.96**
SAN JOSE WATER COMPANY	12/11/2023	4021351	010	$ 43,112.56
	12/14/2023	4021377	010	$ 64,739.88
SAN JOSE WATER COMPANY Total				**$ 107,852.44**
SAN MATEO COUNTY SCHOOLS	12/7/2023	4021250	670	$ 204,739.16
SAN MATEO COUNTY SCHOOLS Total				**$ 204,739.16**
SANDATE, JOHNNY	12/8/2023	4021294	010	$ 43.73
SANDATE, JOHNNY Total				**$ 43.73**
SANTA CLARA COUNTY OFFICE OF	12/11/2023	4021370	010	$ 30,252.00
	12/15/2023	4021445	010	$ 270.98
		4021452	010	$ 455.21
	12/21/2023	4021551	010	$ 746.34
SANTA CLARA COUNTY OFFICE OF Total				**$ 31,724.53**
SARA MEZA PADILLA	12/18/2023	4021468	010	$ 323.88
SARA MEZA PADILLA Total				**$ 323.88**
SARA RIVERO GARCIA	12/21/2023	4021487	010	$ 100.00
SARA RIVERO GARCIA Total				**$ 100.00**
SAVE MART SUPERMARKETS	12/1/2023	4021228	010	$ 273.61
	12/15/2023	4021407	010	$ 99.34
	12/21/2023	4021522	010	$ 341.10
SAVE MART SUPERMARKETS Total				**$ 714.05**
SCCOE	12/1/2023	4021213	080	$ 2,550.00

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Vendor Name	Date	Warrant #	Fund	Sum of Amount
SCCOE Total				**$ 2,550.00**
SCHOLASTIC	12/21/2023	4021523	010	$ 177.90
SCHOLASTIC Total				**$ 177.90**
SCHOLASTIC INC.	12/21/2023	4021524	010	$ 859.04
			060	$ 187.45
SCHOLASTIC INC. Total				**$ 1,046.49**
SCHOOL HEALTH CORPORATION	12/1/2023	4021214	010	$ 439.90
SCHOOL HEALTH CORPORATION Total				**$ 439.90**
SCHOOL NURSE SUPPLY INC.	12/1/2023	4021215	010	$ 823.09
SCHOOL NURSE SUPPLY INC. Total				**$ 823.09**
SCHOOL SERVICES OF CALIFORNIA	12/1/2023	4021176	010	$ 245.00
	12/15/2023	4021408	010	$ 375.00
SCHOOL SERVICES OF CALIFORNIA Total				**$ 620.00**
SECOND START LEARNING	12/1/2023	4021216	080	$ 11,845.00
	12/15/2023	4021409	080	$ 10,507.00
SECOND START LEARNING Total				**$ 22,352.00**
SELF INSURED SCHOOLS OF	12/7/2023	4021256	670	$ 920,549.00
SELF INSURED SCHOOLS OF Total				**$ 920,549.00**
SEQUOIA UNION HIGH SD	12/15/2023	4021446	130	$ 250.00
SEQUOIA UNION HIGH SD Total				**$ 250.00**
SERVICE STATION SYSTEMS	12/1/2023	4021177	010	$ 275.00
	12/8/2023	4021295	010	$ 430.66
SERVICE STATION SYSTEMS Total				**$ 705.66**
SFCC INTERMEDIATEHOLDINGS INC	12/1/2023	4021217	010	$ 285.04
	12/8/2023	4021279	010	$ 153.82
	12/15/2023	4021410	010	$ 183.65
		4021453	010	$ 186.92
	12/21/2023	4021488	010	$ 197.41
		4021552	010	$ 358.94
		4021601	010	$ 555.46
		4021642	010	$ 203.46
SFCC INTERMEDIATEHOLDINGS INC Total				**$ 2,124.70**
SHARED PLATE STRATEGIES LLC	12/15/2023	4021447	130	$ 2,000.00
SHARED PLATE STRATEGIES LLC Total				**$ 2,000.00**
SHAYLYN NORENE ORDAZ	12/21/2023	4021525	010	$ 7.86
SHAYLYN NORENE ORDAZ Total				**$ 7.86**
SILVIA ULLOA	12/1/2023	4021193	130	$ 140.00
SILVIA ULLOA Total				**$ 140.00**
SIXTH DIMENSION PMCM INC	12/1/2023	4021243	210	$ 61,402.78
	12/21/2023	4021526	210	$ 44,408.00
SIXTH DIMENSION PMCM INC Total				**$ 105,810.78**
SOUND SOULUTIONS LLC	12/15/2023	4021427	010	$ 400.00
SOUND SOULUTIONS LLC Total				**$ 400.00**
SOUTHERN COUNTIES LUBRICANTS	12/1/2023	4021229	010	$ 39,310.63
SOUTHERN COUNTIES LUBRICANTS Total				**$ 39,310.63**
SOWN TO GROW INC.	12/15/2023	4021411	060	$ 42,500.00
SOWN TO GROW INC. Total				**$ 42,500.00**
SPURR	12/18/2023	4021457	010	$ 5,666.24
SPURR Total				**$ 5,666.24**
STANDARD INSURANCE CO.	12/21/2023	4021615	010	$ 16,281.91
STANDARD INSURANCE CO. Total				**$ 16,281.91**

AP Check Register - Pivot Table Summary by Vendor
December 2023

Vendor Name	Date	Warrant #	Fund	Sum of Amount
STANLEY THOMAS NERWLIN	12/8/2023	4021345	088	$ 9,759.99
STANLEY THOMAS NERWLIN Total				**$ 9,759.99**
STARFALL EDUCATION FOUNDATION	12/8/2023	4021337	010	$ 70.00
STARFALL EDUCATION FOUNDATION Total				**$ 70.00**
STATE OF CALIFORNIA	12/21/2023	4021553	010	$ 1,252.00
STATE OF CALIFORNIA Total				**$ 1,252.00**
STEVEN WAYNE DOTY	12/21/2023	4021489	050	$ 140.00
		4021584	050	$ 3,500.00
STEVEN WAYNE DOTY Total				**$ 3,640.00**
STUDIO W ASSOCIATES INC.	12/8/2023	4021315	210	$ 69,260.50
	12/21/2023	4021554	210	$ 10.00
STUDIO W ASSOCIATES INC. Total				**$ 69,270.50**
SUNBELT RENTALS INC.	12/1/2023	4021178	050	$ 736.10
	12/8/2023	4021280	050	$ 2,547.53
SUNBELT RENTALS INC. Total				**$ 3,283.63**
SURINDERJIT KAUR	12/15/2023	4021412	060	$ 132.34
SURINDERJIT KAUR Total				**$ 132.34**
SVA ARCHITECTS INC.	12/21/2023	4021527	210	$ 4,395.00
SVA ARCHITECTS INC. Total				**$ 4,395.00**
SWEETWATER SOUND INC	12/21/2023	4021602	010	$ 1,280.21
SWEETWATER SOUND INC Total				**$ 1,280.21**
SYSCO SAN FRANCISCO INC.	12/14/2023	4021380	130	$ 9,063.00
SYSCO SAN FRANCISCO INC. Total				**$ 9,063.00**
TAG/AMS. INC.	12/8/2023	4021296	010	$ 515.00
TAG/AMS. INC. Total				**$ 515.00**
TALTON, VERONICA	12/21/2023	4021528	010	$ 22.27
TALTON, VERONICA Total				**$ 22.27**
TARGET SPECIALTY PRODUCTS	12/1/2023	4021230	050	$ 354.07
TARGET SPECIALTY PRODUCTS Total				**$ 354.07**
TEACH FOR AMERICA - BAY AREA	12/15/2023	4021454	010	$ 30,000.00
TEACH FOR AMERICA - BAY AREA Total				**$ 30,000.00**
TEAMSTERS LOCAL #150	12/21/2023	4021616	010	$ 10,650.00
TEAMSTERS LOCAL #150 Total				**$ 10,650.00**
TEAMSTERS MANAGED TRUST FUNDS	12/1/2023	4021244	670	$ 238,788.00
TEAMSTERS MANAGED TRUST FUNDS Total				**$ 238,788.00**
TEODOLINDA FARIAS MENDOZA	12/18/2023	4021469	010	$ 214.02
TEODOLINDA FARIAS MENDOZA Total				**$ 214.02**
TEREASA BARRETT SMITH	12/15/2023	4021428	088	$ 174.26
	12/21/2023	4021490	010	$ 256.92
TEREASA BARRETT SMITH Total				**$ 431.18**
TERESA AMADOR	12/1/2023	4021194	130	$ 133.41
	12/21/2023	4021571	130	$ 11.14
TERESA AMADOR Total				**$ 144.55**
TEXAS LIFE INSURANCE	12/21/2023	4021617	010	$ 6,765.78
TEXAS LIFE INSURANCE Total				**$ 6,765.78**
THE CREEKSIDE SCHOOL	12/15/2023	4021413	080	$ 11,547.50
THE CREEKSIDE SCHOOL Total				**$ 11,547.50**
THE DANIELSEN COMPANY	12/14/2023	4021381	130	$ 23,140.87
THE DANIELSEN COMPANY Total				**$ 23,140.87**
THE ENVISIONEERS INC	12/21/2023	4021643	060	$ 92,068.94
THE ENVISIONEERS INC Total				**$ 92,068.94**

AP Check Register - Pivot Table Summary by Vendor
December 2023

Vendor Name	Date	Warrant #	Fund		Sum of Amount
THE PAPE' GROUP INC	12/15/2023	4021448	010	$	169.00
THE PAPE' GROUP INC Total				**$**	**169.00**
THE PROPHET CORPORATION	12/21/2023	4021529	010	$	4,988.97
		4021555	010	$	1,521.66
THE PROPHET CORPORATION Total				**$**	**6,510.63**
THE STEPPING STONES GROUP LLC	12/15/2023	4021414	080	$	101,519.60
THE STEPPING STONES GROUP LLC Total				**$**	**101,519.60**
THINK TOGETHER	12/15/2023	4021415	060	$	164,064.18
THINK TOGETHER Total				**$**	**164,064.18**
TRACY LYNN LEATHERS	12/8/2023	4021346	010	$	104.97
TRACY LYNN LEATHERS Total				**$**	**104.97**
TURF AND INDUSTRIAL EQUIPMENT	12/1/2023	4021231	050	$	227.99
TURF AND INDUSTRIAL EQUIPMENT Total				**$**	**227.99**
TURF STAR	12/11/2023	4021371	050	$	467.51
	12/21/2023	4021585	050	$	843.42
TURF STAR Total				**$**	**1,310.93**
U.S. BANK	12/15/2023	4021383	010	$	7,777.08
			050	$	3,582.90
			130	$	1,157.50
			210	$	3,026.00
U.S. BANK Total				**$**	**15,543.48**
UBEO MIDCO LLC	12/1/2023	4021195	010	$	80.25
			060	$	609.97
	12/8/2023	4021347	010	$	218.74
	12/21/2023	4021562	060	$	23.22
UBEO MIDCO LLC Total				**$**	**932.18**
ULINE INC	12/21/2023	4021530	010	$	1,123.69
ULINE INC Total				**$**	**1,123.69**
UNITED PARCEL SERVICE	12/8/2023	4021348	010	$	120.00
UNITED PARCEL SERVICE Total				**$**	**120.00**
UNITED REFRIGERATION INC.	12/1/2023	4021232	050	$	181.99
	12/21/2023	4021491	050	$	414.38
		4021586	050	$	709.22
UNITED REFRIGERATION INC. Total				**$**	**1,305.59**
VALLADARES, JOSHUA	12/21/2023	4021556	080	$	34.72
		4021620	010	$	62.03
VALLADARES, JOSHUA Total				**$**	**96.75**
VALLEY TRANSPORTATION AUTH.	12/11/2023	4021372	060	$	6,595.00
VALLEY TRANSPORTATION AUTH. Total				**$**	**6,595.00**
VERIZON COMMUNICATIONS INC.	12/15/2023	4021455	010	$	9,434.81
VERIZON COMMUNICATIONS INC. Total				**$**	**9,434.81**
VISION SERVICE PLAN	12/15/2023	4021429	670	$	12,001.19
VISION SERVICE PLAN Total				**$**	**12,001.19**
VISTA CENTER FOR THE BLIND &	12/15/2023	4021416	080	$	427.50
VISTA CENTER FOR THE BLIND & Total				**$**	**427.50**
VOCOVISION LLC	12/15/2023	4021417	080	$	55,648.79
VOCOVISION LLC Total				**$**	**55,648.79**
VOYAGER SOPRIS LEARNING INC.	12/21/2023	4021603	060	$	958.59
VOYAGER SOPRIS LEARNING INC. Total				**$**	**958.59**
W.W. GRAINGER INC.	12/1/2023	4021233	050	$	4,298.47
	12/8/2023	4021281	050	$	314.78

AP Check Register - Pivot Table Summary by Vendor
December 2023

Vendor Name	Date	Warrant #	Fund		Sum of Amount
W.W. GRAINGER INC.	12/11/2023	4021373	050	$	237.51
	12/21/2023	4021492	050	$	4,774.67
		4021531	050	$	140.08
		4021587	050	$	147.45
W.W. GRAINGER INC. Total				**$**	**9,912.96**
WENDY CRUZ-ALCANTAR	12/18/2023	4021470	010	$	163.57
WENDY CRUZ-ALCANTAR Total				**$**	**163.57**
WENGER CORPORATION	12/15/2023	4021418	060	$	3,105.40
WENGER CORPORATION Total				**$**	**3,105.40**
WEST ROOTS LLC	12/8/2023	4021297	060	$	875.00
WEST ROOTS LLC Total				**$**	**875.00**
WEVIDEO INC	12/21/2023	4021644	060	$	299.00
WEVIDEO INC Total				**$**	**299.00**
WEX Health Inc	12/15/2023	4021430	670	$	60.00
	12/21/2023	4021618	010	$	300.00
WEX Health Inc Total				**$**	**360.00**
WINSOR LEARNING INC.	12/8/2023	4021349	060	$	2,625.00
			080	$	750.00
WINSOR LEARNING INC. Total				**$**	**3,375.00**
WOODWIND & BRASSWIND INC.	12/21/2023	4021532	010	$	51.37
WOODWIND & BRASSWIND INC. Total				**$**	**51.37**
WOWZY CREATION CORP.	12/4/2023	4021248	010	$	174.76
	12/11/2023	4021374	010	$	59.91
	12/21/2023	4021604	080	$	77.73
WOWZY CREATION CORP. Total				**$**	**312.40**
YENY ROSALES	12/7/2023	4021257	010	$	1,144.72
YENY ROSALES Total				**$**	**1,144.72**
YMCA OF SILICON VALLEY	12/8/2023	4021282	060	$	234,897.00
YMCA OF SILICON VALLEY Total				**$**	**234,897.00**
ZANE GRAY HAWKINS	12/7/2023	4021255	010	$	39.46
ZANE GRAY HAWKINS Total				**$**	**39.46**
Grand Total				**$**	**6,575,813.68**

12.05

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: January 10, 2024

Subject: **Approve Bond Contracts/Extensions**

Staff Analysis: The District has received a summarized list of bond contracts/extensions dates January 18, 2024.

Recommendation: Staff recommends approval of the Bond Contracts/Extensions.

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

To the Board of Trustees:

Recommend Approval

12.05
Agenda Placement

Meeting: January 18, 2024
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
January 18, 2024 Board Meeting

BOND CONTRACTS/EXTENSIONS

CONTRACTOR NAME	DATE OF SERVICE	COST	PURPOSE
The Solis Group	01/19/24	$ 29,480.00	Labor compliance and Project Labor Agreement (PLA) Administration Services for HVAC projects at three (3) district school sites: McCollam, Adelante II, and Russo/McEntee

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: Marc Freitas, Director of Facilities, Bonds & Leases

Re: Award of Contract for Project Labor Agreement (PLA) Administration and Labor Compliance Services for HVAC Project at 3 School Sites

Date: January 11, 2024

Background:
The District solicited proposals from multiple consulting firms to provide PLA administration and labor compliance services for HVAC projects at three (3) district school sites: McCollam, Adelante II, and Russo/McEntee.

Summary:
Received a proposal from The Solis Group (TSG) to provide full-service PLA administration and labor compliance services that includes:

- Compliance with state prevailing wage and labor requirements
- Compliance monitoring and enforcement
- Coordinate activities with public and private agencies, and awarding bodies
- Provide required reports
- Local hiring/apprentice utilization monitoring services

Recommendation:
Staff recommends the Board of Trustees award the contract to The Solis Group in the amount of $29,480 dollars for PLA administration and labor compliance.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Bonds (School/Dept.) VENDOR NO. _____

Submitted by: Marc Freitas

☑ Independent Contract ☐ Master Contract ☐ MOU

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

Name of Individual/Company: The Solis Group

Address: 3452 E. Foothill Blvd / Suite 200 City: Pasadena State: Ca Zip: 91107

Phone: (626 685-6989 Email Address: mkomsky@thesolisgroup.com

SSN: _____ or Fed I.D. #: 95-4728049

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on _____ 20____, and will diligently perform as required and complete performance by _____ 20____, 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").

Labor compliance and Project Labor Agreement (PLA) Administration

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:** $ $29,480 (describe rate agreement) Fixed fee, ten monthly installments

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
210	9600	0	5815	00	9000	8500	000000	450	9600	$29,480.00	JT 11/2024

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 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 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

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.

9. **INDEMNIFICATION:** Contractor shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Contractor, the Contractor Parties in the performance of or failure to perform Contractor's obligations under this Agreement, including, but not limited to Contractor's or the Contractor Parties' use of the site, performance of the Services, breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph.

10. **INSURANCE**: Without in any way limiting Contractor's liability, or indemnification obligations set forth in Paragraph 9 above, Contractor shall secure and maintain throughout the Term of this Agreement the insurance with minimum limits as described in the attached Exhibit A, School Programs Insurance Requirements. Neither Contractor nor any of the Contractor Parties shall commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered to and approved by District. All insurance policies shall include an endorsement stating that District and District Parties are named additional insureds. All of the policies shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to District. If such a notice is not given or even if District receives a notice, District may, at its sole option, terminate this Agreement. All insurance policies shall include an endorsement stating that it is primary to any insurance or self-insurance maintained by District and shall waive all rights of subrogation against District and/or the District Parties. A copy of the declarations page of Contractor's insurance policies shall be attached to this Agreement as proof of insurance. The Contractor will maintain general liability insurance, including automobile coverage, in an amount as may be reasonably necessary to assure compliance with the indemnification provision, herein above. Additional insurance may he required by ARUESD. The Contractor agrees to produce copies of the required policies of insurance upon request of ARUESD. All or certain of the requirements of this provision may be waived in writing by ARUESD; however, any waiver shall not affect the Contractor's other obligations under this Agreement.

11. **NON-DISCRIMINATION/AFFIRMATIVE ACTION:** No discrimination shall be made in the employment of persons under this agreement because of the race, color, national origin, age, ancestry, physical handicap, religion, or sex of such person or any other basis protected by law. The Board of Trustees of ARUESD maintains a policy of providing equal opportunity in all aspects of employment.

12. **LICENSE AND AUTHORITY:** The Contractor warrants that he/she/it will maintain all necessary licenses, registrations, and certifications during the term of this agreement, and that, if other than a natural person, it is duly authorized to enter into this agreement by its governing or controlling body. Contractor shall provide evidence or copies of all necessary licenses, registrations and certifications upon ARUESD's request, including Criminal Background Checks (fingerprint clearance) according to provisions in Ed. Code 45125.1.

13. **EQUIPMENT AND FACILITIES:** The Contractor will provide all necessary equipment and facilities to render his/her/its services pursuant to this agreement, unless the parties to this agreement specifically agree in writing that said equipment and facilities will provided in a different manner.

14. **EXPENSES:** The Contractor shall be responsible for all costs and expenses incident to the performance of services for ARUESD, including but not limited to: all costs of equipment provided by the Contractor, all fees, fines, licenses, bonds, or taxes required of or imposed against the Contractor, and all other of the Contractor's costs of doing business. ARUESD shall not be responsible for an expenses incurred by the Contractor in performing services for ARUESD except as provided by the agreement.

15. **TAX REPORTING/PAYMENT RESPONSIBILITIES:** ARUESD shall provide an annual statement of compensation paid on the appropriate federal and/or state information forms. The Contractor is responsible for payment of any federal and/or state tax amounts due.

16. **ASSIGNMENT:** Without the written consent of ARUESD, this agreement is not assignable by the Contractor, either in whole or in part.

17. **GOVERNING LAW AND LABOR CODE:** The validity of this agreement and any of its terms or provisions a well as the rights and duties of the parties hereunder shall be governed by the State of California. The Contractor shall be subject to and shall comply with all Federal, State, and Local laws and regulations applicable with respect to its performance under this contract, including but not limited to, licensing, employment and purchasing practices, and wages, hours and conditions of employment, including non-discrimination. Contractor shall comply with the applicable provisions of the Labor Code, Section 1720-1861, State of California, especially in regards to prevailing wages, copies of which are available at the District Office.

18. **AMBIGUITY:** The parties to this agreement, and each of them, hereby represent that the language contained herein is to be construed jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.

19. **APPROVALS:** These signatures attest the parties' agreement hereto:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Program Manager: _____ Date: _____

Director of Fiscal Services: _____ Date: _____

Asst. Supt., Bus. Services: _____ Date: _____

Superintendent: _____ Date: _____

CONTRACTOR:

Name of Company/Contractor: TSG Enterprises, Inc. dba The Solis Group

Signature: Elvira Elizabeth Diez Solis-Campana Date: 1/9/24

Printed Name: Elvira Elizabeth Diez Solis-Campana Title: CEO

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT
DISTRICT GUIDELINES

STOP!!!

Please complete questionnaire below before completing Independent Contractor form.

Contractor Name: TSG Enterprises, Inc. dba The Solis Group

PART I	YES	NO
1. Has this category of worker already been classified an "employee" by the IRS? (i.e. administrators, teachers/instructors, substitutes, school bus drivers, clerical staff, athletic coaches, tutors, cafeteria workers, counselors, examination monitors, proctors, librarians, nurses, psychologists, intern psychologists, individuals "filling in" on an interim basis, specialty teachers)		X
2. Is this individual working as an employee prescribed by the Education Code?		X
3. Is the individual already an employee of the district in another capacity?		X
4. Has the individual performed substantially the same services for the district as an employee in the past?		X
5. Are there currently employees of the district doing substantially the same services as will be required of this individual?		X
6. Does the district have the **legal right** to control the method of performance by this individual?		X
7. Are the services, as being provided, an integral part of school operations?		X
If the answer to any of the above questions is **"YES" --- STOP HERE!!!** Do not complete the rest of the questions. The individual is the district's employee and must be paid through payroll as a contracted employee. Call Human Resources for further details.		
If all of the above are **"NO", continue...**		
PART II	YES	NO
8. Must the required services be performed by this individual?		X
9. Does the district have a continuing relationship with this individual?		X
10. Can this relationship be terminated without the consent of both parties?		X
If the answer to the question 8, 9, or 10 is **"YES"**, there is a good possibility that an employment relationship exists. Questions 8 & 9 are indicators of district control that, in conjunction with other factors, imply an employment relationship. Go back to PART I and re-evaluate each question. If questions 1-7 are still all **"NO"** continue...		
11. Does the individual operate an independent trade or business that is available to the general public?	X	
12. Does the individual have a substantial investment in his/her business, (i.e. maintains a facility, equipment, etc.)?	X	
If either 11 or 12 are **"NO"**, the individual is a district employee **STOP HERE** and process the individual through Human Resources and payroll.		
If 11 and 12 are both **"YES"**, continue...		
13. Does the individual provide all materials and support services necessary for the performance of this service?	X	
14. Is this paid by the job or on a commission?	X	
15. Does the individual bear the cost of any travel and business expenses incurred to perform this service?	X	
If 11 and 12 are **"YES"**, 13 through 15 should also be **"YES"** and are items that should be written into the Independent Contract. This individual is an Independent Contractor. A **"YES"** on questions 13 through 15 supports the district's conclusion and substantiates a "reasonable basis" for treatment as independent contractor. While there are circumstances where the district may pay contractually provided expenses, these should be kept at a minimum to avoid giving the impression of an employment relationship.		

By signing below, Contractor and Program Manager attest that they have reviewed District guidelines and certify that the information above is true and correct.

Contractor Signature: Elvira Elizabeth Diaz Solis-Campana Date: 1/9/24

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
SCHOOL PROGRAMS INSURANCE REQUIREMENTS

Indemnification: Contractor shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Contractor, the Contractor Parties in the performance of or failure to perform Contractor's obligations under this Agreement, including, but not limited to Contractor's or the Contractor Parties' use of the site, performance of the Services, breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph.

Insurance. The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amounts indicated below.

Commercial General Liability (CGL). Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, **including products and completed operations, property damage, bodily injury, sexual misconduct, and personal & advertising injury** with limits no less than **$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. If the contractor maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District. (Refer to chart below.)

Automobile Liability. ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **$1,000,000** per accident for bodily injury and property damage. If the contractor maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District. (Refer to chart below.)

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 Agreement 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. (Refer to chart below.)

Professional Liability (Errors and Omissions). Professional Liability (Errors and Omissions) Insurance as appropriate to the Contractor's profession with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate. If the contractor maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District. At least a 2 year tail when written on a claims made form is required. (Refer to chart below)

Type of Coverage Minimum Requirement
Commercial General Liability Insurance, (including Bodily Injury, Personal Injury, Sexual Misconduct, Property Damage, Advertising Injury, and Medical Payments)
Each Occurrence $1,000,000
General Aggregate $2,000,000
Automobile Liability Insurance - Any Auto
Each Accident $1,000,000
General Aggregate No Aggregate
Professional Liability $1,000,000
Workers Compensation Statutory Limits
Employer's Liability $1,000,000

The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess Insurance.

Proof of Carriage 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 coverages have been delivered with ACORD forms in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

Contractor shall provide such notice: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice, and renewal certificates and endorsements should be received before the renewal dates."

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. (If a contractor is contracting for multiple sites, have the certificate of insurance made out to Alum Rock Union Elementary School District for the fiscal year.)

The Entity, its officers, officials, employees, and volunteers are to be included as additional insured on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. The additional insured status can be provided in the form of an endorsement to the Contractor's insurance (form CG D4 17 01 12).
A certificate of insurance evidencing that the District and the State and their agents, representatives, employees, trustees, officers, consultants, and volunteers are included as additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. The Additional Insured coverage under the Contractor's general liability policy shall be "primary and non-contributory" and will not seek contribution from the Public Entity's insurance or self insurance and shall be at least as broad as CG 20 01 04 13.

Waiver of Subrogation. Contractor hereby grants to District a waiver of any right to subrogation which any general liability, auto liability, workers' compensation and umbrella insurer of said Contractor may acquire against the District by virtue of the payment of any loss under such insurance. Contractor agrees to obtain this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation from the insurer. This may be done either by policy endorsement or inclusive policy language.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

With the exception of professional liability insurance, if applicable, all policies shall be written on an occurrence form. If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***

3. If coverage is canceled or non-renewed, and not replaced ***with another claims-made policy form with a Retroactive Date prior to*** the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of work.

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.

Special Risks or Circumstances. District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.

Contractor/Subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this agreement for the full period of time allowed by law.

The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this agreement.

All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability.

Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Insured or the Public Entity.

I am a representative of the Contractor entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor. I have read, understand, and agree to comply with the Indemnity and Insurance requirements supplied with this Purchase Order.

Date: 1/9/24

Name of Contractor or Company: TSG Enterprises, Inc. dba The Solis Group

Representative's Name and Title: Elvira Elizabeth Diez Solis-Campana CEO

Signature: Elvira Elizabeth Diez Solis-Campana

The Solís Group | 30TH ANNIVERSARY 1992 - 2022

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December 7, 2023

Marc Freitas
Director of Bonds, Facilities, and Leases
Alum Rock Union School District
2930 Gay Avenue
San Jose, CA 95127

Re: Proposal to Provide Project Labor Agreement (PLA) Administration and Labor Compliance Services for Project Number 8 – HVAC at 3 School Sites

Dear Marc Freitas:

The Solís Group (TSG) is pleased to submit this cost proposal to provide PLA administration and labor compliance services required for the above referenced project. The work scope for this assignment is attached. Our fixed-fee cost proposal is summarized below and is based on project information provided by the District; significant change to this information may affect our fee.

Project Description	Construction Value	Duration in Months *(including 2-months closeout)*	Monthly Fee	Life of Project Cost Estimate
Project Number 8 – HVAC at 3 School Sites	$ 22,000,000	10	$ 2,948	$ 29,480
			TOTAL COST	**$ 29,480**

We appreciate the opportunity to be considered for this role. If you have any questions; you may contact me at 626-685-6989 or agerpe@thesolisgroup.com.

Sincerely,

Lina Gerpe
Marketing Pursuit Lead

The Solís Group 30TH ANNIVERSARY 1992 - 2022

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PLA Administration

Below is a representative scope of work based on similar PLA-related scopes we have administered for other educational institutions and public agencies in California. We will provide full-service PLA Administration and Local Hiring/Apprentice Utilization monitoring services including:

- Review of contract provisions and protocols to address contractors' concerns related to the PLA
- Assist District in establishing policies and procedures for the implementation of the PLA
- Preparing or reviewing appropriate PLA-related bid and contract language
- Presentations at pre-bid conferences explaining PLA requirements
- Responding to PLA-related bid questions during the bid process
- Contact with winning bidders and subs to establish sub-identities, trades to be used, union signatory status, level of familiarity with PLAs
- Invitations to pre-job conference – contractor and union representatives
- Presentation at pre-job conference to explain PLA requirements to contractors, subs, and unions; answer scope/jurisdictional clarification questions; give contractors and unions representatives a chance to meet one another; explain the dispute resolution process; and explain the expectations for compliance and TSG's role in enforcement, including consequences for non-compliance
- Provision of documents (such as PLA copies and document templates) to contractors, and assistance in completing forms and documentation
- Liaison service when appropriate between contractors and union representatives to promote mutual understanding and cooperation
- Collection, review, and maintenance of PLA Letters of Assent, Core Employee lists, and Core Worker verification, when requested as guaranteed in the PLA
- Communication with contractors when paperwork is incomplete or incorrect
- Contact with union dispatch programs to assure that enough qualified workers are available when needed to meet local and disadvantaged hiring requirements
- Contact with potential worker sources such as apprenticeship programs, WorkSource Centers, and veterans' programs to identify workers from targeted populations and establish a pipeline to apprenticeship and to contractors as necessary
- Contact with contractors regarding hiring requirements to assure that procedures are being followed and that dispatched workers are meeting job needs
- Assistance with apprentice fairs and hiring events, including scheduling, event advertisement, staffing, and presentations, to warrant that targeted workers are aware of opportunities and have access to the pipeline for employment on covered projects
- Worker referrals as necessary to unions, contractors, or apprenticeship programs, to maximize availability and usage of targeted workers

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- Communication with unions, including answering questions about site access, job schedules, job assignments, fringe benefit enrollment, identifying PLA-covered work on site, and other potential issues
- Collection and maintenance of payroll documentation, including Certified Payroll Records (CPRs), Fringe Benefit Statements, and union Trust Fund Reports
- Proactive investigation and enforcement to assure that small underpayment, classification, apprenticeship, or other issues do not escalate to the point where grievances or DLSE complaints are necessary
- Grievance resolution assistance including regular contact with both sides, provision of helpful information and explanation of PLA provisions, and meetings as necessary to resolve grievances at the lowest possible level
- Worker utilization data collection and presentation in a manner that is timely and accurate
- Attendance at Board meetings and study sessions as requested to give information or advice to assist the Board in setting policy
- Reporting to District on activities as required, including monthly activity reports, and responding to specific requests

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Labor Compliance Scope of Work

TSG will ensure compliance with Federal Davis-Bacon and State Prevailing Wage requirements. We will enforce the highest wage between Davis-Bacon Prevailing Wages and California State Prevailing Wages, as determined by the California Department of Industrial Relations and Division of Labor Statistics and Research. Our scope of work will include the following tasks.

Advise Contractors of All Labor Compliance Requirements

We will conduct the following activities related to pre-construction activities:

- Inform the contractor(s), via pre-bid and/or pre-construction meetings of the California Labor Code and Federal Davis-Bacon requirements, including:
  - Payment of prevailing wages
  - Fringe Benefit Statement submittal
  - Use of apprenticeships
  - Required submittals (Certified Payroll Records and related documents, Apprenticeship program participation forms (DAS-140 and CAC-2)
  - Non-Discrimination in Employment Practices
  - Placement of required posters
  - Anti-kickback provisions
  - Subcontractor listing requirements
  - Licensing requirements
  - Unfair Competition Requirements
  - Worker's Compensation Insurance requirements
  - Penalties
- Provide the contractor(s) with the applicable prevailing wage determination(s) for the project
- Provide the contractor(s) with appropriate blank forms, document submittal schedule and checklist for submitting applicable documents
- Provide technical assistance to the contractor(s) and awarding body, including contact telephone number for contractors to call for assistance and dedicated email address where contractors and staff can send or request information

Compliance Monitoring

We will conduct the following activities related to monitoring and enforcement of prevailing wages and apprenticeship requirements:

- We receive, securely store, review and audit Certified Payroll Records (CPR's), Fringe Benefit Statements, Trustee Reports, DAS-140 and CAC-2, and related documents
- Verify payments by conducting regular and timely spot audits and, when necessary complete audits, of compliance documents and cross check the information with related documents
- Request supporting documents including: Inspector Logs, Job Logs, timesheets, sign-in sheets (when available), and contact Trust Funds (if applicable), when required

- Conduct interviews of workers in such frequency as may be necessary to assure compliance. This information will be crosschecked against the CPR's and related documents.
- Verify that all apprentices have been properly registered (or certified) in an apprenticeship program registered with the Bureau of Apprenticeship and Training, or with a State Apprenticeship Program recognized by the Bureau.
- Verify that all apprenticeships in possession of a formal certification are registered in an approved program. Verification shall be made with the United States Department of Labor, Employment and Training Administration.

Compliance Enforcement

The following enforcement activities will be conducted:

- Monthly notification of missing or delinquent documents and corrective actions through the use of a Delinquent Documents Form to both the contractor and awarding body
- Notification of wages and penalties due through the use of a Prevailing Wages Audit Worksheet
    - When documents are not received, we will inform the awarding body of recommended penalty-related contract amounts to be withheld for contractor(s) failure to submit timely documents
- Provide copies of all related correspondence and notifications to the awarding body
- Notification to the contractor(s) of Right to Obtain a Review of Assessment and/or conduct Settlement Meeting
- Collect and distribute wage restitutions to affected employees
- Notify awarding body of underpayment amounts and recommended assessment of liquidated damages and penalties to be withheld
- Provide a final summary at end of project of items due

It is our practice to communicate with contractors and owners regarding apparent or potential violations of the California Labor Code, to ensure that contractors are aware of the requirements and have an opportunity to promptly and voluntarily resolve any issues. If issues are not promptly and voluntarily resolved and a determination of a Labor Code violation is reached, penalty assessment is recommended in accordance with Labor Code requirements.

Coordination activities with public and private agencies, and the awarding body

Potential project participants (auditors, interested parties) with whom we will coordinate include the following:

- U.S. Department of Labor
- California Department of Industrial Relations
- California Division of Labor Standards Enforcement
- Division of Apprenticeship Standards

- Joint Labor-Management Committees established pursuant to the federal Labor Management Cooperation Act of 1978, such as the Center for Contract Compliance

Coordination activities include:

- Provide copies of compliance and enforce action notices and correspondence to the awarding body
- Respond to inquiries and request for copies of documents such as Certified Payroll Records. Copies of such records will be redacted according to the California Labor Code before release
- Coordinate investigations and enforcement actions (e.g., California Labor Commissioner)
- Coordinate enforcement actions and Settlement Meetings with the awarding body's legal Counsel

Provide Required Reports

We will provide the following reports:

- A Monthly Activity Report that will include the following:
  - An Executive Summary for the reporting period
  - Identification of enforcement activities taken and results
  - Restitution wages, penalties and liquidated damages assessed and collected
  - A matrix identifying current issues and their status
  - List of projects monitored
- Project Closeout Report, composed of the elements included in the Monthly Report, and including items that may be due but do not affect the completion of the project

The following databases will be maintained and provided with the reports

- A database of employees interviewed and findings, wage restitutions, and liquidated damages assessed and collected

We will provide support, as necessary, to assist in fulfilling state and federal reporting requirements.

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Standard Rate Schedule

TSG's rates cover all direct labor, overhead, fringe benefits and profit, and expenses such as travel (mileage, parking, etc.) and communication (postage, reports, telephone, etc.). Our standard billing rates are presented in the table below.

TSG Standard Rate Schedule						
	2023	**2024**	**2025**	**2026**	**2027**	**2028**
Principal	NC	NC	NC	NC	NC	NC
VP/Ops	$220	$220	$225	$225	$230	$230
Senior Project Manager	$185	$185	$190	$190	$195	$195
Project Manager 2	$174	$174	$179	$179	$184	$184
Project Manager 1	$149	$149	$154	$154	$159	$159
Senior Analyst	$122	$122	$126	$126	$130	$130
Analyst	$111	$111	$115	$115	$118	$118
Site Interviewer	$103	$103	$106	$106	$110	$110

Project Specific Pricing Methodology

We develop project-specific cost estimates by service (i.e., Labor Compliance Administration, PLA Administrator Services, etc.) based on the following factors:

- Construction Value
- Planned Construction Duration
- Number of Prime contracts to be monitored
- Estimated number of subcontracts to be monitored

Utilizing actual staff hours required to perform on similar past work, we develop estimates of the total average monthly staff hours necessary to provide monitoring for projects of similar size, duration, and construction team composition. We issue monthly invoices for a lump-sum amount calculated as the total fixed-fee for the project, divided by the sum of the planned construction duration plus two months for closeout activities. If actual construction activities continue beyond the planned end of construction, we will continue providing all services for the monthly lump-sum fee.

12.06

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: **Approve/Ratify Notices of Employment and Changes of Status/January 18, 2024.**

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 CT Title: Assistant Superintendent, Human Resources

To the Board of Trustees:
Recommend Approval
12.06
Agenda Placement

Meeting:
January 18, 2024
Regular Board Meeting
Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

CLASSIFIED PERSONNEL – January 18, 2024

CLASSIFIED OFFERS OF EMPLOYMENT:

I. New Employee:

1.	Gavisiddaiah, Sunitha	Paraeducator Special Education I/McCollam	01/08/2024
2.	Guardado, Martha Susanna	Paraeducator Special Education II/Meyer	01/08/2024
3.	Luna, Elizabeth Jane	Reader Assistant/Hubbard	12/12/2023
4.	Nguyen, Hoa Thai	Paraeducator Special Education II/Chavez	01/08/2024
5.	Ruiz Luis, Noe Alexis	Maintenance Worker IV-Landscaping & Fencing/M.O.T	12/18/2023
6.	Ruiz, Sandra	Night Custodian I – Elementary/McCollam	01/09/2024
7.	Sampognaro, Mona Lisa	Office Assistant III/Payroll	01/08/2024
8.	Suarez, Florentina	Night Custodian II – Middle/Facilities	01/09/2024
9.	Valentin, Evelin	Community Liaison 9.5mo/Adelante I	12/18/2023

II. Change of Status:

1.	Guevara, Dina H	Community Liaison 9.5mo/Hubbard	12/12/2023

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT-
HUMAN RESOURCES DEPARTMENT
MEETING OF THE BOARD OF TRUSTEES
January 18, 2024

CERTIFICATED OFFER OF EMPLOYMENT:

I. New Hire-Substitute Teacher:

1.	Castaneda, Patricia Cejudo	01/19/2024

II. Substitute Residential Teacher Contracts:

1.	Castaneda, Marcela	01/08/2024-01/31/2024
2.	Cerna Anaya, Estefani	01/08/2024-01/31/2024
3.	Chaves, Israel	01/08/2024-01/31/2024
4.	Faines, Anna	01/08/2024-01/31/2024
5.	Fenstermaker, Andrew	01/08/2024-01/31/2024
6.	Landin, Tania	01/08/2024-01/31/2024
7.	Morquecho, Leticia	01/08/2024-01/31/2024
8.	Perez, Irving	01/08/2024-01/31/2024
9.	Saavedra, Noe	01/08/2024-01/31/2024
10.	Shukla, Ratna	01/08/2024-01/31/2024

III. Short-Term Student Counselor Services Agreement:

1.	Duran-Hulton, Cathalyn	02/01/2024-06/30/2024
2.	Vu, Dang	01/19/2024-06/30/2024
3.	Yxcot, Michael	01/19/2024-06/30/2024

12.07

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

2930 Gay Avenue
San Jose, CA 95127

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF 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 K Title: Assistant Superintendent of Business Services

To the Board of Trustees:

Recommend Approval

12.07

Agenda Placement

Meeting: January 18, 2024

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

SCHOOL/ DEPARTMENT	DATE OF SERVICE	CONSULTANT NAME	COST	PURPOSE
Linda Vista Suzanne Cicala	01/25/24- 06/06/24	Youth Science Institute	No Cost	Youth Science Institute will provide a school program for the Kindergarten classes that will focus on teaching about animals and animal adaptations. Live animals will be used for the program, these animals are well trained and experienced in being handled in a school setting. Funding: N/A
Renaissance Academy at Fischer Doug Kleinhenz	01/19/24- 06/30/24	Social and Environmental Entrepreneurs	No Cost	Social and Environmental Entrepreneurs will host an evening math festival for Renaissance Academy at Fischer (RAF) at the school site. They will provide math activity supplies and lead a 1-hour training for school staff and student leadership who will facilitate the math festival event. Families are invited to attend. Funding: N/A
Russo/McEntee Academy Tanu Kohli	01/01/24- 06/30/24	Khoa Nguyen, DBA: Playlosophy	$9,000.00	Playlosophy will provide Russo/McEntee with one coach for afterschool all-inclusive 5-week soccer program for all grade levels. Classes will be held on Monday and more classes will be added on Tuesday and Thursday if maximum capacity is reached. Funding: Restricted
San Antonio Elementary Iris Charest	01/19/24- 06/30/24	Center for the Collaborative Classroom	$800.00	Center for the Collaborative Classroom will provide professional development and training to approximately 12 San Antonio staff members on SIPPS via Zoom. Dates to be determined. Funding: Restricted
Early Learning	01/26/24-	Consortium on Reaching	$32,680.00	CORE Learning will provide in-

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

Dr. Dianna Ballesteros	06/30/24	Excellence in Education, Inc.		person and virtual professional learning that will equip educators with the tools they need to advance rigorous literacy instruction by providing high-quality materials, and effective assessments at Aptitud Elementary. Funding: Restricted
Facilities Ed Villarreal	12/16/23- 01/31/24	BluSky Restorative Contractors, LLC	$38,684.25	Replacement of 8" Backflow that services the Fire Risers (Sprinkler System) at San Antonio Elementary School. Funding: Restricted
Social Emotional Learning Dr. Annya Artigas	09/15/23- 06/30/24	Sown to Grow, Inc.	($48,250.00)	Contract Term Decrease: MY 249049, Board approved September 14, 2023. Original contract amount $49,500.00 for 3 years. Change order #1 increased amount by $9,750.00. Board approved November 9, 2023. Change order #2 increased amount by $31,500.00. Board approved December 14, 2023. New contract amount $42,500.00 for 1 year. Decrease of service term end date from June 30th, 2026 to June 30th, 2024. Funding: Restricted
State and Federal Sandra Garcia	07/01/23- 06/30/24	Language People Inc.	$12,000.00	Contract Extension: CO 247035, Board approved June 22, 2023. Original contract amount $35,000.00. New contract amount $47,000.00. Provide additional interpretation and translation services in Spanish, Vietnamese, and other languages on an "as needed" basis to support/increased parent involvement in the ARUSD. Funding: General
Student Service	07/01/21-	Daniel Sanchez,	$40,000.00	Master Contract Extension:

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

Dr. Imee Almazan	06/30/24	DBA: The City Peace Project		Multi-year contract 225001, was Board approved June 24, 2021. The City Peace Project will provide truancy support for students struggling with attendance, with a District capacity for a caseload of 25 students per quadrant open at any time for the 2023-2024 SY. The services will be implemented based on a quadrant model: Chavez quadrant, Painter quadrant, Hubbard quadrant, and Cureton quadrant. Cost will be $1,000 per quadrant ($4,000 per month). Not to exceed $40,000.00 Funding: Various
Student Service Dr. Imee Almazan	08/11/23- 06/30/24	Lozano Smith LLP	No Cost	Contract Extension: Requesting to include in-person professional development and travel fees to the existing contract CO 247122, Board approved August 10, 2023. Original contract amount $90,00.00. Lozano Smith provides professional development regarding various topics, such as expulsion, section 504, bullying and title IX. Funding: N/A
Student Services Dr. Imee Almazan	01/26/24- 06/30/24	YMCA of Silicon Valley – Project Cornerstone	$10,500.00	Project Cornerstone will support in ARUSD's efforts to provide a positive school climate by conducting workshops/ engagement programs for staff, parents and students on various topics including Asset Building Champions (ABC), Los Dichos and SEL Program (Social and Emotional Learning). Funding: General
Transportation	08/01/23-	Peter P. Imperial, DBA: Imperial	$2,463.36	Multi-year Service Contract:

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

Latoya Lee	06/30/26	Fire Safety & First Aid	for 3 years	Provide Annual Fire Extinguisher training for employees in the Transportation Department. Funding: General
Cassell Elementary Alecia Kelley	01/19/24- 03/30/24	A+ Literacy Consulting, LLC	$9,000	Participants will attend 1-day of training for Jan Richardson's Next Step guided reading framework to be presented by consultant Julie A. Taylor. Participants will be supported with lesson framework implementation by the consultant. Services to be provided for approx. 263 students. Funding: Restricted

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Linda Vista (School/Dept.) VENDOR NO. _____

Submitted by: Suzanne Cicala

☑ **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: Youth Science Institute

Address: 296 Garden Hill Dr City: Los Gatos State: CA Zip: 95032

Phone: (408) 356-4945 Email Address: _____

SSN: _____ or Fed I.D. #: 94-1265213

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on January 25, 2024, 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").

Youth Science Institute will provide a school program for the Kindergarten classes that will focus on teaching about animals & animal adaptations. Live animals will be used for the program, these animals are well trained & experienced in being handled in a school setting.

4. **COMPENSATION:** District agrees to pay Contractor for services satisfactorily rendered pursuant to this Agreement. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by District within thirty (30) days after Contractor submits an invoice to District for Services actually completed or the portion of the Services for which payment is to be made. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District.

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

☑ b. **Other:** $0 (describe rate agreement) Title 1 status program cost is covered by YSI grant funding

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
~~060~~	~~3010~~	0	5815	0000	1110	1000	000000	020	~~7190~~	$0	12/19/23
010	0000								7221		
											12/20/23

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

Youth Science Institute

www.youthscience.org
info@ysi-ca.org

Vasona Science & Nature Center
333 Blossom Hill Road
Los Gatos, CA 95032
Tel: 408-356-4945 Fax: 408-358-3683

Administrative Offices
296 Garden Hill Drive
Los Gatos, CA 95032
Tel: 408-356-4945 Fax: 408-358-3683

Alum Rock Science & Nature Center
16260 Penitencia Creek Rd.
San Jose, CA 95127
Tel: 408-258-4322

Sanborn Science & Nature Center
16055 Sanborn Road
Saratoga, CA 95070
Tel: 408-867-6940

The Youth Science Institute(YSI) will be providing the following services to Linda Vista Elementary:

- A school program for four Kindergarten classes that will focus on teaching about animals and animal adaptations on February 7th, 2024.
- Live animals, including an arthropod, amphibian, and reptile, will be used during the program. These animals are well-trained and experienced in being handled and in a school setting.
- Students will be allowed to pet animals if they wish, but our trained instructor will be the only one holding them.

The first program will begin at 8:15 am, and the last program will end at 11:30. This will have the instructor at the school campus between 8 am-12 pm. The cost for the programs would be $1055, but because of Linda Vista's Title I status, all program costs will be covered by our grant funding and Linda Vista will not have to pay anything. .

During the program, the teachers must be present to supervise their students and assist with classroom management. Our instructor must never be left with the students unattended.

Allyson Dudzinski

Allyson Dudzinski
Education Manager
allyson@ysi-ca.org
408-356-4945 ext.15

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: Social and Environmental Entrepreneurs

Address: 23564 Calabasas Road, Suite 201 City: Calabasas State: CA Zip: 91302

Phone: (408) 515-1908 Email Address: daniel.kline@jrmf.org

SSN: _____ or Fed I.D. #: 95-4116679

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on January 19, 2024, 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").

Social and Environmental Entrepreneurs will host an evening math festival for Renaissance Academy Fischer (RAF) at the school site. They will provide math activity supplies and lead a 1 - hour training for school staff and student leadership who will facilitate the math festival event. Families are invited to attend.

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:** $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~~	00	5815	00	1110	1000	000000	290	~~1190~~	0.00	
010	0000								7221		12/19/23

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

Julia Robinson Mathematics Festival

23456 Calabasas Road, Suite 201
Calabasas, CA 91302
(408) 515-1908
jrmf.org

Description of Services - Renaissance Academy at Fischer Math Festival

The Julia Robinson Mathematics Festival (JRMF), a project of Social and Environmental Entrepreneurs, will host a math festival for Renaissance Academy at Fischer on 2/15/24 from 5 - 7 PM PT.

Renaissance Academy at Fischer will provide a space with tables and chairs/benches and volunteers for the event. JRMF will provide all of the math activity supplies, lead a 1 hour volunteer training before the event, and set up and clean up for the event.

The timeline for the math festival is as follows:

- 2:00 - 4:00 PM PT - setup
- 4:00 - 5:00 PM PT - volunteer training
- 5:00 - 7:00 PM PT - math festival
- 7:00 - 8:00 PM PT - cleanup

This event is being funded by our Math Festival Grants for Title 1 Schools and is 100% free.

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: Russo/McEntee Academy (School/Dept.) VENDOR NO. _____

Submitted by: Tanu Kohli

☑ **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: Khoa Nguyen, Playosophy

Address: 380 Vista Roma Way, Unit 306 City: San Jose State: CA Zip: 95136

Phone: 408-571-8939 Email Address: coachkhoanguyen@gmail.Com

SSN: _____ or Fed I.D. #: 83-12194801

Mutually agree and promise as follows:

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

Playlosophy will provide Ruso/McEntee with one coach for after school all inclusive 5 week soccer program for all grade levels. Classes will be held on Monday and more classes will be added on Tuesday and Thrusday if max capacity is reached.

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:** $9,000 (describe rate agreement) This is the rate agreeed upon for soccer coaching for all students TK-5th grade at Russo/McEntee.

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
088	8210	0	5815	00	1110	4000	000000	320	0502	$9,000	M.N 12/21/23

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

Playlosophy

SCOPE OF WORK

Playlosophy will have one coach on Russo McEntee campus after school to coach an all inclusive 5 week soccer program for all grades. Classes will be on Mondays with a max capacity of 24 kids per day and more days will be added (Tuesday and Thursday) if classes exceed max capacity of students. Classes will be divided by age groups/ grades (TK-1st) (2nd-3rd) & (4th - 5th). Coach will be in charge of makeup class times if makeups are necessary.

Start/End Dates

Mondays (Tuesdays & Thursdays if needed)

(K - 1st Grade) **January 22nd - February 29th (2:30PM - 5:00PM)**

(Program Weeks: 1/22, 1/29, 2/5, 2/12, 2/26)

(4th - 5th Grade) **March 11th - April 19th (3:00PM - 5:00PM)**

(Program Weeks: 3/11, 3/18, 3/25, 4/1, 4/15)

(2nd - 3rd Grade) **April 29th - May 30th (2:30PM - 5:00PM)**

(Program Dates: 4/29, 5/6, 5/13, 5/20, 5/27)

Coach will plan makeup days for classes as needed

Total Price: $9,000.00

Payment Terms:

On or before the day of contract start date, (1/22/2024), Playlosophy will send an invoice to Russo McEntee at its address requesting payment for the services provided. Russo McEntee will pay half of the invoice ($4,500.00) before January 22nd, 2024 and the second half of the invoice before March 11th, 2024.

Playlosophy's Representations and Warranties

- Playlosophy is responsible for having a coach and all equipment necessary (i.e. soccer balls, soccer goals, colored pennies, cones, etc.) to provide a functioning after school soccer program at the Russo McEntee site.
- Playlosophy is not to be held liable to have makeups for classes that are not fulfilled/ cancelled due to rain/ air quality issues, earthquakes, floods, impromptu school closures, mass virus outbreaks and/or terrorist attacks
- Playlosophy has the ability to terminate a student from the program if the student fails to abide by the guidelines & expectations laid out by the coach/program **and/or** demonstrates behavior that poses a safety risk to themselves or other students.

Russo McEntee's Representations and Warranties

- Russo McEntee is responsible for providing a site (i.e. Russo McEntee field/ black top) for Playlosophy to operate after school soccer program.
- Russo McEntee is responsible for paying the agreed upon amount of $9,000.00 within the payment terms.
- If Playlosophy is unable to fulfill their terms and warranties or contract is terminated, Russo McEntee will receive a prorated refund based on classes already fulfilled (Rate = $600 per class fulfilled)

Termination of Contract

- If Russo McEntee terminates contract/ services, it must be communicated in writing to Playlosophy at least 3 weeks prior to contract termination. If termination is necessary at any point during the after school sports program calendar, the next payment for continuation of the program will not be due. Depending on when services cease, payment or refund will be calculated and paid towards services rendered or services uncompleted.

- Playlosophy can terminate contract if payment has not been received by Buyer within 30 days of invoice being received.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: San Antonio Elementary (School/Dept.) VENDOR NO. _____

Submitted by: Mrs. Iris Charest

☑ **Independent Contract** ☐ **MOU**

☐ Master Contract

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

Name of Individual/Company: Center for the Collaborative Classroom

Address: 1001 Marina Village Pkwy Ste. 110 City: Alameda State: CA Zip: 94501

Phone: (510) 533-0213 Email Address: placcounting@collaborativeclassroom.org

SSN: _____ or Fed I.D. #: 94-2311291

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on January 19, 2024, 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").

Center for the Collaborative Classroom will provide professional development and training to approximately 12 San Antonio staff members on SIPPS via Zoom. Dates to be determined.

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:** $400.00 per hour/day of service as may be requested by ARUESD, not to exceed a maximum of 2 hours hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.

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

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
060	3010	0	5815	00	1110	1000	000000	240	1190	$800.00	

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

COLLABORATIVE CLASSROOM™

November 28, 2023

Dear Alum Rock Union School District,

Below please find the Professional Learning scope of work. This is a virtual, two hour professional learning opportunity led by a Collaborative Classroom consultant to support teachers and staff during the initial stages of SIPPS implementation at their respective sites.

Getting Started with SIPPS (Grades K–5) | $800 total ($400/hr x 2 hours)

This session provides an understanding of the intentional design of the SIPPS *program, including Beginning, Extension, Plus, and Challenge. Participants will learn about the unique aspects of the* SIPPS *levels and* SIPPS *Placement Assessment, and start to gain an understanding of the lesson structure and instructional routines.*

Best,
Roxanne Rose

Manager of Educational Partnerships
rrose@collaborativeclassroom.org

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

☑ **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: Consortium on Reaching Excellence in Education, Inc

Address: P.O. Box 69667 City: Baltimore State: MD Zip: 21264

Phone: (510) 244-9737 Email Address: vwashington@corelearn.com

SSN: _____ or Fed I.D. #: 94-3264308

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on January 26, 2024, 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").

CORE Learning will provide in- person and virtual professional learning that will equip educators with the tools they need to advance rigorous literacy instruction by providing high-quality materials, and effective assessments at Aptitud Elementary.

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:** $ 32,680 (describe rate agreement) total fee for the worked to be performed under Exhibit A Scope of Work.

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
060	7810	0	5815	00	1110	1000	000000	120	7812	32,680	12/21/23
											M.B. 12/21/23

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

Doc ID: 21543193c613e45f5775e45581b394df88cba674

MASTER AGREEMENT FOR SERVICES

This Master Agreement for Services that is mutually agreed upon December 7, 2023 (the "Agreed Upon Date") and takes effect on January 26, 2024 (the "Effective Date") is between Consortium on Reaching Excellence in Education, Inc.®, with its principal place of business at 548 Market St - PMB 42817, San Francisco CA 94104 ("CORE") and Aptitud Community Academy, with its principal place of business at 2475 Van Winkle Ln., San Jose, CA 95116, ("Client") and sets forth the terms and conditions under which CORE will provide services to Client. In consideration of the mutual promises contained herein, Client and CORE agree as follows:

1. **Term**. The term of the this Agreement begins on the Effective Date and continues until June 30, 2024 or mutual agreement of the parties as set forth in Section 14 below.

2. **Services**.
   a. CORE will provide the professional services (the "Services) to Client for specific projects that are mutually agreed upon from time to time (each a "Project"). A description of each Project will be set forth on a separate Scope of Work ("SOW") substantially in the form attached hereto as **Exhibit A**. Each SOW, when executed by an authorized representative of both parties, will constitute a separate agreement and, except for provisions herein which are specifically excluded or modified in such SOW, each such SOW will incorporate therein all of the terms and conditions of this Agreement. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of any SOW, the terms and conditions of such SOW will govern.
   b. Each SOW will, to the extent applicable, contain: (i) a description of the Project and the Services to be performed by CORE; (ii) tasks to be completed by Client and any third parties; (iii) a description of the deliverables to be produced by CORE; (iv) the schedule for completion of each deliverable or stage of a Project; (v) the fees to be paid to CORE for such Services and a payment schedule for fixed-price Projects or an hourly rate for time and materials Projects, and (vi) such additional information as the parties may wish to include.
   c. During the course of CORE'S performance of any Project, Client may request changes in the Services. CORE will incorporate any such changes provided that the parties execute a change order setting forth the amended scope of work, program specifications, delivery dates and the impact on the compensation to be paid to CORE. If the parties are unable to agree on a change order setting forth the specified information, then the parties may agree to complete the Project according to the original SOW.

3. **Force Majeure**. CORE'S performance hereunder will be excused and the time for performance of the Services will be extended for the duration of any delays caused by the Client or for delays caused by causes beyond the reasonable control of CORE such as fire, floods, strikes, riots, pandemic, epidemic, unavailability of labor or materials or services, process shutdown, acts of God, of terrorism, of war or of the public enemy, or acts or regulation of any governmental agency. Work stoppage or interruptions caused by any of the above may result in additional cost (requiring a change in scope) beyond that identified in CORE's Scope of Work for performance of the Project, entitling CORE to an adjustment to the cost and/or schedule.

4. **Payment for Services and Reimbursement of Expenses**. Payment for Services included on each SOW is due according to the payment schedule outlined in such SOW. Unless specified otherwise in a SOW, all invoices are payable within 30 days of receipt by Client. In the event Client does not pay an invoice when due, CORE has the right to charge a late fee of 1.0% of the outstanding payment due per month starting from the original date the payment was due. Client will reimburse CORE for reasonable out-of-pocket expenses, incurred by CORE and its personnel in connection with its performance of Services. CORE will provide Client with reasonably detailed invoices for such expenses on a monthly basis and Client agrees to pay the total amount shown as due on each invoice within 30 days after receipt thereof.

5. **Additional charges for rescheduling or canceling Services**. Each fully executed SOW represents a firm commitment between Client and CORE for the Services and, where applicable, participant counts agreed upon in a SOW on the dates set forth therein. If Client decides to make one or more changes listed below, the following schedule of additional fees and charges is agreed upon by the parties to this Agreement:
   a. Canceling or changing any instructor day(s) or reduction of participant count seven (7) or fewer days in advance of the scheduled date(s) agreed upon in Exhibit A (or subsequently confirmed): Client will pay a Cancellation Fee equal to one-hundred percent (100%) of the instruction fees and travel cancellation fees for each instructor day/county so canceled or changed. This fee will be invoiced within 10 days of the cancellation/change and will be payable upon receipt.
   b. Canceling or changing any instructor day(s) or reduction of participant count between eight (8) and fourteen (14) days in advance of the scheduled date(s) agreed upon in Exhibit A (or subsequently confirmed): Client will pay a Cancellation Fee equal to seventy-five percent (75%) of the instruction fees and all travel cancellation fees for each instructor day/count so canceled or changed. This fee will be invoiced within 10 days of the cancellation/change and will be payable upon receipt.
   c. Canceling or changing any instructor day(s) or reduction of participant count between fifteen (15) and thirty (30) days in advance of the scheduled date(s) agreed upon in Exhibit A (or subsequently confirmed): Client will pay a Cancellation Fee equal to fifty percent (50%) of the instruction fees and all travel cancellation fees for each instructor day so canceled or changed. This fee will be invoiced within 30 days of the cancellation/change and will be payable upon receipt.

6. **Cooperation and Access**. Client agrees to cooperate, as set forth in each SOW, with CORE to the extent necessary for CORE to perform its Services thereunder. If Services are to be delivered at Client facilities, CORE agrees to comply with the Client's applicable rules and regulations regarding safety, security, use and conduct provided CORE has notice of same.

7. **Confidentiality**.
   a. As used in this Agreement, "Confidential Information" will mean all confidential, proprietary and non-public information and materials owned, possessed or used by either CORE or Client which is at any time so designated by such party orally or in writing as "Confidential" or "Proprietary". In addition, information which (i) would be apparent to a reasonable person, familiar with the disclosing party's business and the industry in which it operates,

that such information is of a confidential or proprietary nature the maintenance of which is important to the disclosing party or (ii) is orally or visually disclosed to the other party or which is not designated in writing as confidential, proprietary or secret at the time of disclosure but within a reasonable time after such disclosure the disclosing party delivers to the receiving party a written document describing such Proprietary Information and referencing the place and date of such disclosure and the names of the employees of the party to whom such disclosure was made, will constitute Confidential Information. Notwithstanding anything herein to the contrary, the terms of this Agreement, and CORE's methodologies, work approaches, techniques, professional development materials (unless other specified therein) and processes constitute CORE Confidential Information without the requirement of designating it as such either orally or in writing.

b. Confidential Information will not include any information to the extent it (i) is or becomes a part of the public domain through no act or omission on the part of the receiving party, (ii) is disclosed to third parties by the disclosing party without restriction on such third parties, (iii) is in the receiving party's possession, without actual or constructive knowledge of an obligation of confidentiality with respect thereto, at or prior to the time of disclosure under this Agreement, (iv) is disclosed to the receiving party by a third party having no obligation of confidentiality with respect thereto, (v) is independently developed by the receiving party without reference to the disclosing party's Confidential Information or (vi) is released from confidential treatment by written consent of the disclosing party.
c. Each of CORE and Client will hold in confidence and not disclose (except on a confidential basis to its employees, agents, consultants or subcontractors who need to know in connection with the Project and who are bound to preserve the confidentiality thereof) all Confidential Information received from the other party in the same manner and to the same extent as it holds in confidence its own Confidential Information of a similar nature and value, and will not use any such Confidential Information except for purposes contemplated by this Agreement.
d. Each of CORE and Client will take appropriate action by instruction or agreement with its employees, agents, consultants and subcontractors to satisfy its obligations under this Section 7 and each will be responsible for any breach of this Section 7 by its employees, agents, consultants and subcontractors.
e. Client agrees that the deliverables provided to Client may be based on CORE's Confidential Information and that the delivery of Services will not impair CORE's right to make, prepare, create, procure or market products or services now or in the future.

8. Indemnification

a. CORE shall indemnify and fully hold harmless the Client, its officers, employees, and agents, from and against any and all claims, actions, damages, judgement, liabilities, costs, including reasonable attorneys' fees or expenses, and including all claims for injuries or damages to persons and/or property, which result from the negligent acts or omission of CORE, its officers, employees, and/or agents in the execution of this Agreement.
b. Client shall indemnify and fully hold harmless CORE, its officers, employees and agents, from and against any and all claims, actions, damages, judgement, liabilities, costs, including reasonable attorneys' fees or expenses, and including all claims for injuries or damages to

persons and/or property, which result from the negligent acts or omission of Client, its officers, employees, and/or agents in the execution of this Agreement.

9. Standard of Care
   a. While performing Services under a SOW, CORE shall exercise the degree of care and skill ordinarily exercised under similar circumstances by members of the consulting profession performing the kind of services to be performed thereunder.
   b. Except for the warranty set forth in subparagraph a., above, CORE neither makes, nor offers, nor shall CORE be liable to Client for any express, or implied warranties with respect to the performance of Services. Estimates of costs, approvals, recommendations, opinions, and decisions by CORE are made on the basis of CORE's experience, qualifications, and professional judgment and are not guaranteed. Client hereby waives the implied warranties of merchantability and fitness for a particular purpose.

10. Intellectual Property Ownership.
   a. When deliverables have been delivered and fully paid for by Client pursuant to a SOW, CORE acknowledges and agrees that, unless otherwise set forth herein or on a SOW, the Client Materials (defined below) will constitute "works made for hire" for Client within the meaning of the Copyright Act of 1976, as amended, and will be the exclusive property of Client. In consideration of and effective upon CORE's receipt of all payments required hereunder and under the applicable SOW, and subject to the other terms and conditions of this Agreement, CORE hereby assigns to Client all such rights in the Client Materials. Upon Client's request, CORE agrees to execute any instruments and do all things reasonably necessary by Client in order to further perfect Client's rights in the Client Materials. Client hereby grants to CORE a non-exclusive, royalty free, perpetual license to use, copy, operate, process, modify and sublicense the Client Materials.

   b. Client acknowledges and agrees that CORE retains all right, title and interest in the CORE Materials (defined below). In consideration of and effective upon CORE'S receipt of all payments required hereunder and under the applicable SOW, and subject to the other terms and conditions of this Agreement, SOW hereby grants to Client a non-exclusive, non-transferable, royalty-free, license to use, copy, operate, process and modify CORE Materials solely for use in connection with the Client Materials and solely for the Client's internal educational purposes. Client will limit use of and access to the CORE Materials to such of Client's employees who are directly involved in the utilization of the CORE Materials and/or deliverables internally throughout Client's business and who are bound to preserve the confidentiality thereof.

   c. Notwithstanding anything in this Agreement to the contrary, CORE will be free to use for any purpose any information in intangible form, which may be retained by persons performing the Services such as ideas, concepts, know-how, techniques which do not contain any Client Confidential Information. Nothing herein will prohibit CORE from retaining one copy of the deliverables for its internal archive. CORE materials are protected by copyright. Client agrees to uphold and protect CORE's intellectual property.

d. "Client Materials" means materials that are created by CORE specifically and uniquely for Client and contained in the final work product delivered to Client under a SOW. "CORE Materials" means all professional development materials and resources (and all enhancements and derivatives thereto), which CORE (i) developed prior to the execution of the applicable SOW and which it uses in the provision of services as part of its business, or (ii) develops during the course of a SOW but which are developed either at CORE'S cost or which are not uniquely applicable to the Client or Client Materials.

11. **Publicity**. Client agrees that CORE has the authority to use its name and logo on its customer lists and provide a general description of Projects. Except as permitted in the immediately preceding sentence or in a SOW, neither party may use the other's name or logo in any marketing materials without such party's prior written consent.

12. **Insurance**. CORE has in effect insurance covering all risks associated with its business in such amounts as are customary in its industry.

13. **Nonsolicitation**. During the performance of Services by CORE hereunder and for 12 months thereafter, Client agrees to not directly or indirectly solicit any of CORE's employees or agents to leave their work with CORE to join Client's organization as an employee or an independent contractor without express written consent of a CORE corporate officer and payment of a "finder's fee" determined by CORE. The foregoing restriction shall not prevent Client from employing or engaging a CORE employee who is responding to a general recruiting solicitation. For purposes of this paragraph, "employee" means current employees or persons employed or engaged by CORE within three months prior to the referenced activity.

14. **Termination.**
    a. Any SOW and all rights granted thereunder may be terminated by either party in the event of a material breach by the other party (the "Defaulting Party") of any of its material obligations under such SOW and failure by the Defaulting Party to remedy such breach within thirty (30) days (or ten (10) days in the event of non-payment by Client) after written notice of such breach is provided to the Defaulting Party. In the event of such termination, neither party will be relieved of any of its obligations incurred prior to such termination and each party will have any and all rights and remedies available to it at law or in equity. Upon termination of any SOW pursuant to this subsection, Client will promptly return to CORE (or, at CORE'S option, destroy and certify in writing to CORE that it has destroyed) the original and all copies of any deliverables in Client's possession for which Client has not paid CORE, including source code, archival copies, compilations, translations, partial copies, updates and modifications, if any, and will delete all copies of such deliverables from its computer libraries or storage facilities.

    b. This Agreement and all SOWs may be terminated, by either party, effective immediately and without notice, in the event of (i) the dissolution, termination of existence, liquidation or insolvency of the other party, (ii) the appointment of a custodian or receiver for the other party, (iii) the institution by or against the other party of any proceeding under the United States Bankruptcy Code or any other foreign, federal or state bankruptcy, receivership,

insolvency or other similar law affecting the rights of creditors generally, or (iv) the making by the other party of a composition of, or any assignment or trust mortgage for the benefit of, creditors. In the event of the Client's dissolution, termination of existence, liquidation, insolvency, appointment of a custodian or receiver or the institution of bankruptcy, receivership, insolvency or other similar proceedings, or the composition of, or assignment of trust mortgage for, the benefit of creditors, then the licenses granted under this Agreement and any SOWs will be forfeited and returned to CORE.

c. All provisions that reasonably should survive termination of this Agreement or a SOW shall survive and any accrued rights to payment and remedies for breach of this Agreement will survive, in accordance with their terms, the completion of CORE's Services hereunder and the expiration or termination of this Agreement or any SOW.

15. **Disputes.** Any dispute or claim arising out of or relating to this Agreement or any SOW will be resolved in accordance with the Dispute Resolution Process set forth in this Section. Any controversy or claim arising out of or relating to this Agreement, or breach thereof, will be settled as follows: Members of the senior management of both Parties will meet to attempt to resolve such disputes. If a dispute cannot be resolved within ten (10) business days, either party may make a written demand for mediation. Within thirty (30) days after such written notification, the parties will meet for one (1) day with an impartial mediator. The costs and expenses of the mediator will be shared equally by the parties. If the dispute is not resolved by mediation, the dispute will be settled by binding arbitration conducted in accordance with the JAMS procedures pursuant to its Streamlined Arbitration Rules and Procedure, by a single arbitrator, in Oakland, CA. The arbitrator will be selected as provided in the Streamlined Arbitration Rules and Procedure. The arbitrator may not award non-monetary or equitable relief of any sort. The arbitrator will have no power to award damages inconsistent with this Agreement. No discovery will be permitted in connection with the arbitration unless it is expressly authorized by the arbitrator upon a showing of substantial need by the Party seeking discovery. All aspects of the arbitration will be treated as confidential. Neither the parties nor the arbitrator may disclose the existence, content or results of the arbitration, except as necessary to comply with legal or regulatory requirements. Before making any such disclosure, a Party will give written notice to all other parties and will afford such parties a reasonable opportunity to protect their interests. The result of the arbitration will bind the Parties, and judgment on the arbitrator's award may be entered in any court having jurisdiction. Each Party will bear its own costs of the arbitration. The fees and expenses of the arbitrator will be shared equally by the Parties.

16. **Remedies**. Because a breach of any obligations set forth in Sections 7, 8 and 11 will irreparably harm either party and substantially diminish the value of each party's proprietary rights in the deliverables or its Confidential Information, Client and CORE agree that if either party breaches any of its obligations thereunder, the other party will, without limiting its other rights or remedies, be entitled to equitable relief (including, but not limited to, injunctive relief) to enforce its rights thereunder, including without limitation protection of its proprietary rights. The parties agree that a party need not invoke the dispute resolution procedures set forth in Section 13 in order to seek injunctive or declaratory relief.

17. **Limitation of Liability.** IN NO CASE WILL EITHER PARTY'S MAXIMUM LIABILITY ARISING OUT OF THIS AGREEMENT, WHETHER BASED UPON WARRANTY, CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE, EXCEED IN THE AGGREGATE, FOR CORE, THE ACTUAL PAYMENTS RECEIVED BY CORE UNDER THE SOW TO WHICH THE CLAIM RELATES AND, FOR CLIENT, THE AMOUNTS REQUIRED TO BE PAID UNDER SUCH SOW. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR: (i) INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF OPPORTUNITIES, LOSS OF DATA, OR LOSS OF USE DAMAGES, ARISING OUT OF THIS AGREEMENT OR ANY SOW, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (ii) DAMAGES RELATING TO ANY CLAIM THAT AROSE MORE THAN ONE (1) YEAR PRIOR TO THE INSTITUTION OF SUIT THEREON.

18. **Miscellaneous**
    a. This Agreement and all fully executed SOWs constitute the entire agreement between CORE and Client with respect to the subject matter hereof and supersedes any and all other agreements, understandings, promises and negotiations, either oral or written, between the parties hereto with respect to the rendering of Services by CORE for Client including any terms included on Client purchase orders. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other contract, statement, or promise not contained in this contract shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed both parties.
    b. This Agreement shall be deemed to have been executed and delivered within the State of California, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of California without regard to principles of conflict of laws. Venue shall lie in Alameda County, California.
    c. CORE retains the right to retract any SOW if not duly executed by Client within 21 days of the effective date, and/or 21 days or less prior to first service date.
    d. In the event that any provision of this Agreement or any SOW is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions will not be affected, and the rights and obligations of the parties will be construed and enforced as if the Agreement or such SOW did not contain the particular provisions held to be unenforceable and the unenforceable provisions will be replaced by mutually acceptable provisions which, being valid, legal and enforceable, come closest to the intention of the parties underlying the invalid or unenforceable provision.
    e. Neither this Agreement, any SOW or any rights or licenses granted hereunder may be assigned, delegated or subcontracted by any party without the written consent of the other party, except that (i) a party may assign and transfer this Agreement and any SOW and its rights and obligations hereunder and thereunder to any third party which succeeds to substantially own all of its business and assets or assign or transfer any rights to receive payments hereunder, and (ii) CORE may subcontract its obligations hereunder to any parent organization or any wholly-owned subsidiaries of CORE or third party service providers, provided that CORE remains primarily liable to Client hereunder.
    f. The parties hereto are independent contractors. Nothing herein will be deemed to constitute either party as the representative, agent, partner or joint venture of the other.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by its duly authorized representative as of the Effective Date and agrees than an electronic signature of a duly authorized representative constitutes a valid signature for such party.

CONSORTIUM ON REACHING EXCELLENCE IN EDUCATION, INC.	**CLIENT**
Signature: 	**Signature:**
Name: Robert Sheffield	**Name:** Dr. Hilaria Bauer
Title: President	**Title:** Superintendent
Date: 12/7/2023	**Date:**
Tax ID: 94-3264308	**Tax ID:**

Exhibit A
Scope of Work # S24-072
Aptitud Community Academy at Goss
Alum Rock Union School District

Contact: Suyen Jimenez
Email: suyen.jimenez@arusd.org

Title: Principal
Address: 2475 Van Winkle Ln, San Jose, CA 95116

Services Description

Start Date: 01/26/2024 – End Date: 06/30/2024

Item	Service/Material Name	Qty	Price/Item	Total
3 Consecutive Days In-Person	SIPPS Training	1	$12,500.00	$12,500.00
3 Consecutive Days In-Person	SIPPS Site Implementation	1	$12,500.00	$12,500.00
Full Day In-Person	SIPPS Training	1	$4,500.00	$4,500.00
Hourly Virtual Coaching (Price per Hour)	SIPPS Training	4	$530.00	$2,120.00
Two Hour Virtual Session	SIPPS Training	1	$1,060.00	$1,060.00
Total Project Cost				$32,680.00

Please be advised that if you increase your participant numbers and/or materials fewer than 30 days prior to a training date, CORE *CANNOT* guarantee delivery.

SIPPS Overview Training for K-5 teachers – 2-hour overview

Initial training on SIPPS for Beginning Extension, and Challenge levels. The training will include an overview of SIPPS, including how to administer the placement assessment, an introduction to the mastery tests, and the Learning Portal. This will also include a focus on the specific scope and sequence.

SIPPS Initial Training for K-5 teachers – 3 Days in person

Beginning, Extension, Plus and Challenge levels. This will focus on instructional routines for each level. The consultant will model in classrooms and participants will practice specific instructional routines from all the levels. This will include time to look at data and to train teachers on specific routines.

Site Implementation Support – 3 days, In-person, 1 consultant

The CORE consultant will provide coaching and implementation support for SIPPS and Benchmark Advance and will work directly with the school leadership to plan the specific services and timing. If subs can be made available, then the first round of visits can focus on modified lesson study so teachers can see a SIPPS model lesson and debrief. The following sets of visits can focus on providing individualized teacher and administrator coaching, data study to review SIPPS Mastery test data and other assessments, SIPPS routines review and practice, and consultant lesson modeling for both SIPPS and Benchmark.

Monthly Check-ins for Multi-tiered System of Supports - virtual

A CORE Consultant will provide support with data analysis, planning for robust materials and appropriate assessments, and goal setting and problem solving.

Site Implementation Support – 1 day, in person

The CORE Consultant will work with staff to map instruction and your curriculum materials to ensure tight alignment of instruction to your state standards. This will focus on Benchmark Instruction and SIPPS in both Tier 1 and Tier 2 instruction.

Additional Notes (for anything special, travel, etc.):

Invoicing

CORE's total fee for the work to be performed under this SOW will be $32,680.00. All invoices are payable within 30 days of receipt by Client.

Please provide your accounts payable contact information:

All payments will be sent to CORE's principal address or by electronic transfer to:

Mailing a check:
Consortium on Reaching Excellence in Education, Inc.
P.O. Box 69667, Baltimore, Maryland 21264
Tax ID: 94-3264308

Electronic Payment:
Name of Bank: M&T Bank
Account Name: Consortium on Reaching Excellence in Education, Inc.
Account Type: Business Checking
Account Number: 9887603885

Note: For all above services, references to specific CORE Consultants are based on information known at the time of this SOW. CORE cannot guarantee that the named consultants will perform all services, or perform in the capacity identified above. CORE reserves the right to provide alternate qualified consultants based on business circumstances.

The above proposal is the service offering based on the information above in the Total Project Cost section. Costs stated in this proposal are final once they are in the dually signed contract between CORE and the client. Any modification or subsequent changes to service specifications must be mutually agreed upon and if necessary, an amendment to said agreement between the two parties.

Each of the parties has caused this SOW to be executed on its behalf by its duly authorized representatives as of the Effective Date and agrees than an electronic signature of a duly authorized representative constitutes a valid signature for such party.

CONSORTIUM ON REACHING EXCELLENCE IN EDUCATION, INC.	CLIENT
Signature: 	**Signature:**
Name: Robert Sheffield	**Name:** Dr. Hilaria Bauer
Title: President	**Title:** Superintendent
Date: 11/30/2023	**Date:**
Tax ID: 94-3264308	**Tax ID:**

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 – BluSky Restoration Contractors, LLC

Date: December 13, 2023

Summary:
BluSky Restoration Contractors, LLC will provide a replacement of the 8" Backflow that services the Fire Risers (Sprinkler System) at San Antonio Elementary School. Work needs to be done in order to be in compliance with the San Jose Fire Department.

Recommendation:
Staff recommends that the Board of Trustees approve the BluSky Restoration Contractors, LLC contract for $38,684.25 for the 2023-2024 Fiscal Year.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

AGREEMENT FOR REPAIR AND MAINTENANCE PROJECTS

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO: _____

FROM: Maintenance, Operations & Transportation (M.O.T.)

INDIVIDUAL/COMPANY NAME: **BluSky Restoration Contractors, LLC** VENDOR NO: _____

ADDRESS: **2750 Signal Parkway, Signal Hill, CA 90755** FAX NUMBER: _____

TELEPHONE NUMBER: **(800) 266-5677**

TAX ID NUMBER: **20-1176170** E-Mail: joshua.bell@goblusky.com

BOARD APPROVAL DATE: January 11, 2024

CONTRACT TERM: From December 16, 2023 – January 31, 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: **Replacement of 8" Backflow that services the Fire Risers (Sprinkler System) at San Antonio Elementary School.**

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	$38,684.25

Program Manager/Principal _____ **Date:** 12/21/23

Superintendent _____ **Date:** _____

Fiscal Approval Maria Nevot **Date:** 12/21/2023
Accountant

Director of Fiscal Services L Davis **Date:** 12/21/23

Asst Supt, Bus Services Karl S **Date:** 12/21/23

COMPENSATION: In consideration of the Contractor's provision of services as described above, and subject to the payment Provisions expressed herein, ARUESD shall pay Contractor, upon Contractor's submission of a properly documented demand for payment (Form B-210) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

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

_____ b. **Flat Rate:** $ _____ to be the total payment to the Contractor including travel and/or other expenses.

__X__ c. **Other**: **$38,684.25 (NTE) FY: 2023 – 2024**

BluSky
restoration | renovation | environmental | roofing

BluSky Project Proposal

Date: 12/06/2023
Client Name: Alum Rock Union Elementary School District
Job #: 1070228384
POC: Ed Villareal
Cellphone: 408-928-6872
Email: Ed.Villareal@arusd.org
Physical Address: 1721 E San Antonio Street, San Jose
Backflow Location: 1803 Stowe Avenue, San Jose

SCOPE OF WORK – Back flow Replacement:

1. **8" Backflow Replacement:**
    a. Demo and remove existing 8" backflow
    b. Supply and Install 8" Wilkins 375ADA backflow device
    c. Reinstall existing tamper switches
    d. Flush system @ nearest hydrant
2. Includes work to be completed on Prevailing Wages

Proposal Total = $38,684.25

12/1/23

Schedule:

- Work to take place on a Saturday between 8 AM to 5 PM
- Anticipated to be completed within 1 day

Assumptions/Qualifiers:

1. Fire sprinkler system connections (underground to overhead) will be by others after Fire depart. Hydro, visual & flush inspection/approval.
2. Cathodic protection is assumed not to be required by the AHJ.
3. All landscape will be replaced by others.
4. City standards have been confirmed and communicated to BluSky prior to the date above in writing.
5. Work will be accessible on the scheduled date or a mobilization fee will apply.
6. Worked is based on water company being able to perform a proper shut down of water for fire service.
7. Unforeseen site conditions will be communicated by owner prior to mobilization.
8. Excavation conditions such as soft or unsuitable soil or pollution, fungus, mold/mildew asbestos, silica and other hazard materials will stop the work, excavation & haul off of contaminated soil/debris will be by a environmental license contractor at the G/C or owners expense.
9. All excavation after encountering rock shall be charged at time and material basis above the initial cost of the contract.

Warranty: BluSky offers a 1 (one) year warranty on installation commencing on the flush inspection signoff date by the authority having jurisdiction fire department. All materials and devices used in the installation of the underground fire service line are covered under the manufactures warranty.

Exclusions:
SWPPP plan, cathodic protection plans/install, traffic control or plans, fencing, compaction test, dirt/water sample/test, alarm systems, wiring or devices/conduit install, landscape repair, tree removal, excavation of rock, stump grinding, non-native dirt, asphalt/ paver work, core drilling, wall/floor building x-ray, shoring, dust control, erosion control, fire caulking, sealing, undermining, penetrations, water proofing, insulation of any pipe, painting of equipment, payment & performance bonds, hydraulic calculations, fire pumps, bollards, street work or connections, city/ebmud coordination or fees, sewer drain, backflow accessories/certification, fire hydrant, fire watch, shutdown or reenergizing of system, fire sprinkler above ground work or connections. Testing and certification of new devices. Anything not specified in the Scope of Work above.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

PURCHASE ORDER / CONTRACT ADJUSTMENT

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.: _____
X Decrease Amount Line Item No.: 01
_____ Add Line No.: _____
_____ Delete Line No.: _____
_____ Change org key/object code to: _____
_____ Change Vendor No. to: _____
_____ Add Freight: $_____
_____ Add Tax: _____%
_____ Disencumber
_____ Change Order No.: _____
X Other Change description

CONTRACTS ONLY

Change Orders:

Contracts Original Amount	$ 49,500.00
Change Order #: 1	$ +9,750.00
Change Order #: 2	$ +31,500.00
Change Order #: 3	$ -$48,250.00
New Contract Total (including Change Orders)	$ 42,500.00

Line #	FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SB-OB 00	GOAL XXXX	FCTN XXXX	CST-CTR 000000	LOC XXX	PROG XXXX	$ AMOUNT
01	060	7085	0	5815	00	1110	1000	000070	061	7085	$ 48,250.00
			0		00			000000			CH 12/21/23

Reason for Adjustment: Decrease MY 249049, Board approved September 14, 2023 by $48,250.00. Update description to "1-Year Site Implementation Package - Sown to Grow will provide site-wide software licenses for teachers & students, SEL curriculum, virtual PD/training, ongoing coaching, & administrator data reports to measure growth in student student well-being, SEL skills, academic reflection quality, and more for Adelante I, Adelante II, Aptitud, George, Hubbard (6th-8th only), Ocala, Renaissance at Mathson, Renaissance at Fischer, and Sheppard. Term: 09/15/2023-09/14/2024 LMB 12/21/23

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: 12/18/2023 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.)

SOWN TO GROW

Alum Rock Union Elementary - 2023-24

Alum Rock Union Elementary
1990 Kammerer Ave.
San Jose, CA 95116
United States

Annya Artigas
annya.artigas@arusd.org
(408) 928-7322

Reference: 20230809-205132368
Quote created: August 9, 2023
Quote expires: January 31, 2024
Quote created by: Colin Gilbert

colin@sowntogrow.com

Products & Services

Item & Description	Quantity	Unit Price	Total
1-Year Site Implementation Package	2	$5,000.00	$10,000.00

Item & Description	Quantity	Unit Price	Total
1-Year Site Implementation Package	6	$4,000.00	$24,000.00
1-Year Site Implementation Package	1	$3,500.00	$3,500.00
School & District Level Data & Analytics Support	1	$5,000.00	$5,000.00
	One-time subtotal		$42,500.00
	Total		**$42,500.00**

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

PURCHASE ORDER / CONTRACT CHANGE ORDER (POCO)

P.O. No. _____ Contract No. 247035 Contract Original Amount: $35,000.00

Vendor Name: Lanuage People Inc. Vendor No. _____

Please check:

_____ Cancel P.O. / Contract
_____ Change Item No.: _____
✔ Increase Amount Line Item No.: 01
_____ Decrease Amount Line Item No.: _____
_____ Add Line No.: _____
_____ Delete Line No.: _____
_____ Add/Change object code to: _____
_____ Add Freight: $_____
_____ Add Tax: _____%
_____ Disencumber
_____ Add/Change Prog. No. to: _____
_____ Other _____

CONTRACTS ONLY

Change Orders:

Contracts Original Amount	$35,000.00
Change Order #: 01	$12,000.00
Change Order #: _____	$_____
Change Order #: _____	$_____
New Contract Total (including Change Orders)	$_____

Line #	FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SUB-OBJ 00	GOAL XXXX	FCTN XXXX	COST-CNTR 000000	LOC XXX	PROG XXXX	$AMOUNT	BUS OFC

Reason for Adjustment:

INCREASE CONTRACT #247035 BOARD APPROVED JUNE 22, 2023 FOR THE AMOUNT OF $12,000 TO PAY INVOICES FOR THE TRANSLATION SERVICES FOR BARBARA CAMPBELL.

BUDGET ACCOUNT TO INCREASE: 010-0000-0-5815-00-1110-1000-000000-360-5420

10/24

School/Dept.: State and Federal Programs Requested by: Maria Patino

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

Sandra Garcia _____ Program Manager

_____ Purchasing Manager

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

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

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

PURCHASE ORDER / CONTRACT CHANGE ORDER (POCO)

P.O. No. _____ Contract No. 247045 Contract Original Amount: $_____

Vendor Name: The City Peace Project Vendor No. 022679

Please check:

_____ Cancel P.O. / Contract
_____ Change Item No.: _____
_____ Increase Amount Line Item No.: _____
_____ Decrease Amount Line Item No.: _____
✔ Add Line No.: 3
_____ Delete Line No.: _____
_____ Add/Change object code to: _____
_____ Add Freight: $_____
_____ Add Tax: _____%
_____ Disencumber
_____ Add/Change Prog. No. to: _____
_____ Other _____

CONTRACTS ONLY

Change Orders:
Contracts Original Amount $_____
Change Order #: _____ $_____
Change Order #: _____ $_____
Change Order #: _____ $_____

New Contract Total $_____
(including Change Orders)

Line #	FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SUB-OBJ 00	GOAL XXXX	FCTN XXXX	COST-CNTR 000000	LOC XXX	PROG XXXX	$AMOUNT	BUS OFC
3	010	0000	0	5815	00	1110	3130	000000	340	7221	MASTER	

12/29/23

Reason for Adjustment:

The City Peace Project will provide truancy support for students struggling attendance with a District capacity for a caseload of 25 students per quadrant open at any time. The services will be implemented based on a quadrant model: Chavez quadrant, Painter quadrant, Hubbard quadrant, and Cureton quadrant. $1000/ Quadrant + $4000/ month not to exceed $40,000.00.
Reference Master Contract MY 225001. Term 07/01/21 - 06/30/24 Board Approved December 16, 2021.

School/Dept.: Student Services Requested by: Imee C. Almazan, Ed.D.

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.)

the CITY PEACE PROJECT

thecitypeaceproject.org
P.O. Box, 36014
San Jose, 95158

Scope of Work
Alum Rock Unified School District
2023-2024

The City Peace Project seeks to support at-risk students.

We will provide truancy support for students struggling with attendance.

We can also provide case management for students through an array of resources to on a case-by-case basis to address academic and non-academic needs.

We can connect with families that have been struggling to support their students. We are able to provide services to help equip students and families for success and bridge displaced families with resources for food, shelter, clothes, etc.

A parent check-in portion is included, as well as updates with principal/ vice-principal or teachers as needed.

District Capacity for a caseload of 25 students per quadrant open at any time. May refer new families as cases close.

We will implement services based on quadrant model:
Chavez quadrant - Aptitud, Adelante II, Arbuckle, Chavez, LUCHA, San Antonio
Painter quadrant - McCollam, Painter, Russo/McEntee
Hubbard quadrant - Adelante I, Cassell, Dorsa, Hubbard, Meyer, Ocala, Ryan
Cureton quadrant - Cureton, Lyndale, Linda Vista

$1000/ Quadrant = $4000/ month not to exceed $40,000

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

PURCHASE ORDER / CONTRACT CHANGE ORDER (POCO)

P.O. No. _____ Contract No. 247122 Contract Original Amount: $90,000.00

Vendor Name: Lozano Smith Vendor No. 21317

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 Add description to CO 247122

CONTRACTS ONLY

Change Orders:

Contracts Original Amount	$90,000.00
Change Order #: _____	$0
Change Order #: _____	$_____
Change Order #: _____	$_____
New Contract Total (including Change Orders)	$0 90,000

Line #	FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SUB-OBJ 00	GOAL XXXX	FCTN XXXX	COST-CNTR 000000	LOC XXX	PROG XXXX	$AMOUNT	BUS OFC
1	010	0000	0	~~0000~~	00	0000	3130	000000	340	3220	$0	
				5810					YD	12/20/23		

Reason for Adjustment: 11/20/23

Lozano Smith will add in-person professional development and travel fees to the existing contract regarding various topics such as expulsion, section 504, bullying and title IX.

Reference Master Contract 247122
Term 08/11/23 - 06/30/24

School/Dept.: Student Services Requested by: Imee C. Almazan, Ed.D.

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.)

LS Lozano Smith
ATTORNEYS AT LAW

Andy J. Garcia
Executive Director

E-mail: agarcia@lozanosmith.com

December 7, 2023

By E-Mail: rubi.solis@arusd.org

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

Re: Agreement Addition – Contract #247122

To Whom it May Concern:

We are requesting to add in-person professional development and travel fees to the existing contract regarding various topics such as Expulsion, Section 504, Bullying and Title IX.

Sincerely,

LOZANO SMITH

Andy J. Garcia
Executive Director

AJG/em

Enclosure

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Student Services (School/Dept.) VENDOR NO. 013882

Submitted by: Imee C. Almazan, Ed.D.

☑ **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: YMCA of Silicon Valley - Project Cornerstone

Address: 550 S. Winchester Blvd Ste 250 City: San Jose State: CA Zip: 95128

Phone: (408 351-6482 Email Address: sarah@projectcornerstone.org

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on January 26, 2024, 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").

Project Cornerstone will support in ARUSD's efforts to provide a positive school climate by conducting workshops/engagement programs for staff, parents and students on various topics including Assest Building Champions (ABC), Los Dichos and SEL Program (Social and Emotional Learning).

4. **COMPENSATION:** District agrees to pay Contractor for services satisfactorily rendered pursuant to this Agreement. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by District within thirty (30) days after Contractor submits an invoice to District for Services actually completed or the portion of the Services for which payment is to be made. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District.

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

☑ b. **Other:** $ 10,500.00 (describe rate agreement) Flat Rate

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	3130	000000	340	5210	$10,500.00	
											12/20/23

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

the YMCA

FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

PROJECT CORNERSTONE
A YMCA of Silicon Valley Initiative

Memorandum of Understanding
YMCA of Silicon Valley Project Cornerstone & Alum Rock Union School District
2023-2024 School Year

This memorandum of understanding outlines the agreement between the YMCA of Silicon Valley Project Cornerstone (Project Cornerstone) and the Alum Rock Union School District (ARUSD) regarding implementation of the Project Cornerstone School Partnership during the period of the 2023-2024 school year.

Project Cornerstone will partner with ARUSD to help provide a positive school climate with social and emotional learning support for all its students and to increase parent/adult and staff engagement. The goal of this collaboration is to educate both adults and students on how to create an environment where all youth feel valued, respected, and a sense of belonging and empowerment to help them succeed and thrive. Project Cornerstone continues to offer both in-person and virtual services, depending on the training, workshops, and programs.

1. **Use of Resources:**
    a. Project Cornerstone will assign a director to provide service coordination.
    b. ARUSD will assign a liaison to coordinate services.
    c. ARUSD will provide space for services and programs at no cost to Project Cornerstone.

2. **Payment and Service Report Terms:**
    a. ARUSD will pay Project Cornerstone $10,500 due January 31, 2024.
    b. Project Cornerstone will submit an end-of-year report on services provided by mid-June 2024.

3. **Coordination and Delivery of Services from the Project Cornerstone "menu" include programs such as the following:**
    a. At elementary school sites: ***Bilingual Pre-School/Transitional Kindergarten (PK/TK)***, ***Asset Building Champions (ABC)***, and/or ***Los Dichos*** program(s), including the 2023-24 curriculum, training, and support. Schools, districts, or organizations cover an additional cost for books, purchased directly from book sellers.
    b. At middle school sites: ***Middle School SEL (Social and Emotional Learning) Program*** including the 2023-24 curriculum, training, and support. Other middle school asset building activities may also be supported.

4. **Coordination and Delivery of Services from the Project Cornerstone "menu" may include services/programs such as the following, depending on Project Cornerstone's staffing capacity/calendar:**
    a. Half-day student workshop (grades 4-8), ***Expect Respect***, and ongoing support to develop leadership skills, educate students about ways to reduce bullying, and promote healthy behaviors on campus. Students will develop action plans to promote safe, caring school climates, which will be implemented during the school year with the support of the school's faculty/adult advisor.

    b. Training and coaching to school site staff on Developmental Assets (e.g., caring school climate, service to others, positive adult role models, and school engagement), relationship building, and their link to greater academic achievement and Social and Emotional Learning, or any other relevant topic for staff as added by Project Cornerstone.

    c. Parent Education single-session workshops: Topics include, but are not limited to, Developmental Assets/Relationships, bullying prevention, understanding adolescents, and stress management.

    d. The ***Take It Personally*** educational workshop series for parents/adults: The series typically runs for six weeks with one 90-minute session each week. The curriculum uses Developmental Assets as the foundation to build positive relationships in families and communities. Attendees, schools, districts, or

organizations cover an additional cost for workbooks and handout materials at $20 per attendee (not covered in this MOU).

5. **Volunteers and Staff**
   a. ARUSD is responsible for setting and enforcing school/district requirements (e.g., fingerprinting, TB testing, vaccination, if applicable) for volunteers and/or school employees and tracking the follow-through of such requirements.
   b. Project Cornerstone is responsible for setting and enforcing YMCA requirements (e.g., fingerprinting, TB testing, vaccination, if applicable) for YMCA Project Cornerstone employees and tracking the follow-through of such requirements.
   c. Project Cornerstone volunteers are trained on the YMCA Volunteer Code of Conduct. In a school setting, the Y recommends all volunteers be always supervised by a school/district employee when working with students.
   d. ARUSD is responsible for supervising Project Cornerstone volunteers and reinforcing the follow-through of all school/district requirements and recommended YMCA Volunteer Code of Conduct.

6. **Insurance**
   The YMCA of Silicon Valley (YMCA) will maintain for the duration of this agreement insurance against claims for injuries to person or damages to property which may arise from the YMCA, its agents, representatives, employees, or subcontractors.

7. **Indemnification**
   The YMCA shall defend, indemnify, and hold harmless ARUSD, including its officers, employees and agents, from and against any and all liability, losses, damages and expenses, including reasonable attorney's fees and costs, incurred by ARUSD which arise out of or relate to the wrongful, willful, or negligent act or omission of the YMCA, its officers, directors, employees or agents, in the performance of this agreement.

   ARUSD shall defend, indemnify, and hold harmless the YMCA, including its officers, employees and agents, from and against any and all liability, losses, damages and expenses, including reasonable attorney's fees and costs, incurred by the YMCA which arise out of or relate to the wrongful, willful, or negligent act or omission of ARUSD, its officers, directors, employees or agents, in the performance of this agreement.

8. **Application Law**
   This Agreement represents the entire understanding of the parties, and it is under jurisdiction and subject of the State of California.

9. **Termination of Agreement**
   Each party has the right to terminate this contract if the other party has materially breached any obligation herein and such breach remains uncured for a period of thirty (30) days after written notice thereof is sent to the other party.

YMCA of Silicon Valley Project Cornerstone	Alum Rock Union School District
Mary Hoshiko Haughey	
Authorized Signature	Authorized Signature
Mary Hoshiko Haughey	Hilaria Bauer, Ph.D.
Printed Name	Printed Name
Chief Operating Officer	Superintendent
Title	Title
12/8/23	
Date	Date

ALUM ROCK
UNION ELEMENTARY SCHOOL DISTRICT

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

To: Hilaria Bauer, Ph.D., Superintendent

From: La Toya Lee, Transportation Manager

Re: Contract Approval-P&J Imperial

Date: December 13, 2023

Summary:
The District is required to provide safe transportation for its Special Education Students. In order to ensure the District complies with its requirement, it is necessary for the district to have fire extinguisher on its school buses and have all school bus drivers be proficient in using the fire extinguishers. P&J Imperial provides the necessary training for all the District's bus drivers.

Recommendation:
Staff recommends that the Board of Trustees approve the three (3) year contract with P&J Imperial for the 2023-2024 through 2025-2026 school years, in the amount of $781.40 for the 2023-2024 SY with a 5% increase for each additional year of the contract. Total amount for the 2023-2024 SY is $781.40. The total amount for the 2024-2025 SY is $820.47. The total amount for the 2025-2026 SY is $861.49. The combined total for 3 years is $2463.36.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: MOT-Transportation (School/Dept.) VENDOR NO. 18739

Submitted by: Ed Villarreal, Director

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

   Name of Individual/Company: Peter P Imperial dba Imperial Fire Safety and First Aid

   Address: 1583 Willard Garden Court City: San Jose State: CA Zip: 95120

   Phone: (408) 406-3091 Email Address: peterimperial@yahoo.com

   SSN: _____ or Fed I.D. #: 51-0624377

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date August 1, 2023 end date June 30, 202

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

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

   Provide Annual Fire Extinguisher training for employees in the Transportation Department.

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:** $2,463.36 (3 yrs) NTE (describe rate agreement) 23/24 $781.40 (1st yr), 24/25 $820.47 (2nd yr) 25/26 $861.49 (3rd yr)

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	3600	000000	470	3270	$781.40	MNew 12/14/2023

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

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

IMPERIAL FIRE, Safety & First Aid

1538 Willard Garden Court, San Jose, CA 95126

408 406-3091

June 7, 2023

SCOPE OF WORK, Fire Extinguisher Training

Transportation Department/Bus Drivers

ALUM ROCK UNION SCHOOL DISTRICT

Contact Fire Department of activity

Set up training area

Inspect fire extinguishers

Explain proper techniques of operation, use, and safety

Provide individual hands on instruction

Recycle unused powder and fire extinguishers

Clean up area

Peter Imperial, Owner

IMPERIAL FIRE, 408 406-3091

peterimperial@yahoo.com

IMPERIAL FIRE, Safety & First Aid **Quote** June 7, 2023

1538 Willard Garden Ct Fire Extinguisher Training #0607023

San Jose, CA 9512, 408 406-3091

Alum Rock Union School District:

Transportation Department/Bus Drivers

Fire extinguisher instruction/demonstration & individual hands on training, set up, clean up, material, and travel.

August 2023, ... $781.40

August 2024, ... $820.47

August 2025, ... $861.49

Total = $2,463.36

Peter Imperial

408 406-3091

peterimperial@yahoo.com

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Cassell Elementary (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: A+ LIteracy Consulting, LLC

Address: 3444 Fox Hunt Drive City: Palm Harbor State: FL Zip: 34683

Phone: (727) 307-8630 Email Address: _____

SSN: _____ or Fed I.D. #: 47-5561879

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on January 19, 2024, and will diligently perform as required and complete performance by ~~March 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").

Participants will attend 1 day of training in Jan Richardson's Next Step guided reading framework to be delivered by the consultant, Julie A. Taylor. Participants will be supported with lesson framework implementation by the consultant. Servicees to be provided approximately 263 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:** $9,000.00 (describe rate agreement) _____

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
060	4035	0	5815	00	1110	1000	000000	305	1461	9,000.00	

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING



A+ Literacy Consulting Training Quote ~ 11/27/2023:

Next Step Forward Guided Reading

District/School Name: Sylvia Cassell Elementary School

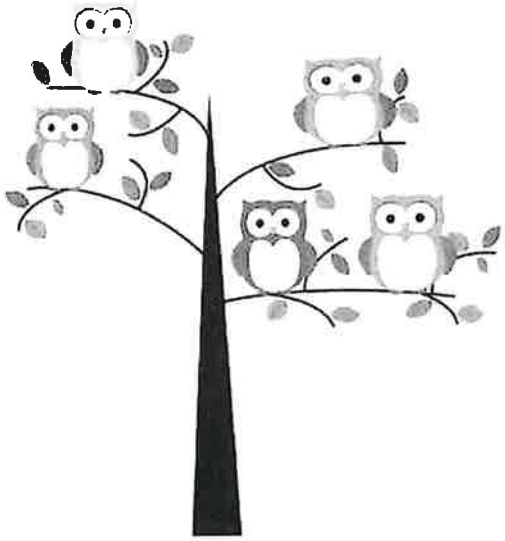
Address: 1300 Tallahassee Dr.

City, State, Zip: San Jose, CA 95122

Contact Person: Alecia Kelley **email:** alecia.kelley@arusd.org
Principal

Guided Reading Book Rollout Training			
Proposed Dates	**Hours**	**Services**	**Cost per Day:**
02/05/2024	School Contracted Hours	Grades K-1: Pre-A, Emergent & Early Routines	$3,000.
02/06/2024		Grades 2-3: Emergent/Early, Transitional & Fluent Routines	$3,000.
02/07/2024		Grades 4-5: Emergent/Early, Transitional & Fluent Routines	$3,000.
		Total	**$9,000.**

Please pay invoice within 10 days after Training/PD is delivered
Check Can Be Made Payable to:



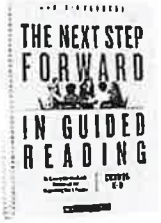
A+ Literacy Consulting, LLC

3444 Fox Hunt Drive
Palm Harbor, FL 34683
(727) 307-8630
EIN # 47-5561879
Additional Notes:
Total Cost is **all-inclusive**: I arrange and pay all costs for travel, flight, car rental, hotel, and meals.

Purchasing ***The Next Step Forward in Guided Reading***

(Jan requires each teacher to have the book)

https://shop.scholastic.com/teachers-ecommerce/teacher/books/the-next-step-forward-in-guided-reading-9781338161113.html



12.08

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

2930 Gay Avenue
San Jose, CA 95127

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Board of Trustees:

Subject : **ACCEPTANCE OF MEMORANDUM(S) OF UNDERSTANDING**

Staff Analysis:
The District has received the following Memorandum(s) of Understanding as summarized on the sheet(s) dated January 18, 2024.

Recommendation:
Staff recommends acceptance of the following 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 Title: Assistant Superintendent of Business Services

To the Board of Trustees:
Recommend Approval

12.08
Agenda Placement

Meeting: January 18, 2024
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

SCHOOL/ DEPARTMENT	DATE OF SERVICE	CONSULTANT NAME	COST	PURPOSE
State and Federal Sandra Garcia	01/01/24-06/30/24	Santa Clara County Office of Education (SCCOE)	$8,625.00	SCCOE will provide Professional Development Services for Most Holy Trinity School. (Inclusion Collaborative Services funding will be provided by State and Federal Programs). Dates are to be determined with Most Holy Trinity School. Funding: Restricted

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 (SCCOE)

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 Janaury 1, 2024 end date June 30, 2024

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

SCCOE will provide Professional Development Services for Most Holy Trinity School.
(Inclusion Collaborative Services funding will be provided by State and Federal Programs)
Dates are to be determined with Most Holy Trinity School.

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:** $8,625.00 per _____ Not to Exceed _____ of services.

____ b. **Other:** $_____

Describe other related costs: ~~5815~~

BUDGET CODE: 060-4035-0-~~4300~~-00-1110-1000- CL 12/20/23 M.B. 12/20/23
Accountant Initials

000031-305-1461 _____
Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: 12/8/23
Director of Fiscal Services: _____ Date: 12/20/23
Asst. Supt., of Business Services: _____ Date: 12/21/23
Superintendent: _____ Date: _____

DocuSign Envelope ID: F15B0295-4BE7-4037-BEDC-111E843AF459

Santa Clara County Office of Education

Memorandum of Understanding between Santa Clara County Office of Education and Most Holy Trinity School - ARUSD

This Memorandum of Understanding (MOU), hereinafter referred to as the "Agreement", is between the Santa Clara County Office of Education (SCCOE) and Most Holy Trinity School - ARUSD (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:

Most Holy Trinity School - ARUSD 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, **Most Holy Trinity School - ARUSD** 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 **Most Holy Trinity School - ARUSD** 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:

DocuSign Envelope ID: F15B0295-4BE7-4037-BEDC-111E843AF459

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 __1/1/2024_____ and ends on ___6/30/2024_____

5. Articulation of Monies/Compensation

5.1. Most Holy Trinity School - ARUSD will pay up to _$8,625.00_____ (not to exceed) to the SCCOE, Inclusion Collaborative. The FY2023-2024 rates for services are as follows:

5.1.1. Trainings: $4,500 full day, $2,250 half day, $350 hourly
5.1.2. Webinars: $750
5.1.3. Observation & Coaching: $350/hour
5.1.4. IEP Review & Technical Assistance: $350/hour
5.1.5. Video Recording & YouTube link provision $350 for 6 month availability period
5.1.6. Resource Materials: Costs Varies, will identify on quote

5.2. Invoices for completed services will be issued quarterly by the SCCOE, Inclusion Collaborative. Special requests for a change to the invoice timing will be evaluated on an as needed basis. Monies will be due upon receipt of invoice.

5.3. Proposed Expenditures:

Proposed Dates/Times	Dates are To Be Determined 3 x 90 minute trainings $3,375 (3 x $1,125) Bank of 15 hours coaching & technical assistance hours for 3 students $5,250 (15 x $350)
Topics:	Behavior Supports part 1 & 2, Introduction to Universal Design for Learning
Total Cost:	$8,625.00

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.

DocuSign Envelope ID: 113B0293-4BE7-4037-BEDC-111E843AF459

8. Other Terms

8.1. Entire Agreement: This Agreement and its appendices and exhibits (if any) constitute the final, complete, and exclusive statement of the terms of the agreement between the Parties. It incorporates and supersedes all the agreements, covenants and understandings between the Parties concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this Agreement. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this Agreement.

8.2. Amendments: This Agreement may only be amended by a written instrument signed by the Parties.

8.3. Severability: Should any part of this Agreement between SCCOE and the Agency be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of the Agreement, which shall continue in full force and effect, provided that such remainder can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.

8.4. Third-Party Beneficiaries: This Agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the Parties.

8.5. Assignment: No assignment of this Agreement or of the rights and obligations hereunder shall be valid without the prior written consent of the other Party.

8.6. Use of SCCOE Name and Logo for Commercial Purposes: Agency shall not use the name or logo of SCCOE or reference any endorsement from SCCOE in any manner for any purpose, without the prior express written consent of SCCOE as provided by the SCCOE's authorized representative, or designee.

8.7. Governing Law, Venue: This Agreement has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Proper venue for legal action regarding this Agreement shall be in Santa Clara County.

9. Insurance/Hold Harmless

9.1 Insurance: The SCCOE and the Agency shall maintain a certificate of insurance in the Business Office of each respective office.

9.2 Indemnification: Each Party will defend, indemnify, and hold the other Parties, their officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, employees, or agents.

10. Execution Authority

Each individual executing this Agreement on behalf of a Party represents that they are duly authorized to execute and deliver this Agreement on the entity's behalf, including, as applicable, the Governing Board, Superintendent, Board of Directors, or Executive Director. This Agreement shall not be effective or binding unless it is in writing and approved by the SCCOE's authorized representative, or authorized designee, as evidenced by their signature as set forth in this Agreement.

11. Electronic Signatures/ Signatures

Unless otherwise prohibited by law or SCCOE policy, the Parties agree that an electronic copy of a signed

contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document or other format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by SCCOE.

SCCOE:

By: DocuSigned by: Deborah Gorgulho
Signature of Authorized SCCOE Official

Name: Deborah Gorgulho

Title: Assistant Superintendent, Educational Progress Division

Date: 12/8/2023 | 3:01 PM PST

Address: 1290 Ridder Park Drive
San Jose, CA 95131

Phone: 408-453-6554

Email: SLopez@sccoe.org

(Most Holy Trinity School - ARUSD):

By:
Signature of Authorized Agency Official

Name: Dr. Hilaria Bauer

Title: Superintendent

Date:

Address: 2930 Gay Ave.
San Jose, CA 95127

Phone: 408-928-6822

Email: hilaria.bauer@arusd.org

For Contracts Office/Risk Management use only:

RM#:

Date:

Signature:

INCLUSION COLLABORATIVE

Date: 12/7/23

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: Most Holy Trinity

Date of Service	Service	Service Topic:	Qty.	Rate	Total
01/05/24	Training	Date TBD: 90 min. training (Beh part 1)	1	1125	$1,125
02/05/24	Training	Date TBD: 90 min. training (Beh part 2)	1	1125	$1,125
03/05/24	Training	Date TBD: 90 min. training (Intro to UDL)	1	1125	$1,125
04/01/24	Coaching	Bank of coaching hours for three students	15	$350	$5,250
				$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:**	$8,625

Created by: Sandya Lopez **Date:** 12/07/23

12.09

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: December 20, 2023

Subject: **Resolution No. 27-23/24**
Lunar New Year
February 10, 2024

Staff Analysis: Lunar New Year is one of the most important celebrations of the year among East and Southeast Asian cultures, including Chinese, Vietnamese, and Korean communities, among others. In 2024, the Lunar New Year begins on Saturday, February 10. The celebration begins with Lunar New Year's Eve and the Lunar New Year traditionally lasts fifteen days, through the sighting of the new moon. Alum Rock schools will join in celebration with academic, as well as, festive opportunities to engage all students in cultural understanding and celebration of the Lunar New Year!

Recommendation: Staff recommends approval of **Resolution No. 27-23/24**, Lunar New Year, as submitted.

Submitted by: Katie Wyatt Title: Coordinator EDI, Academic Services

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

To the Board of Trustees:

Recommend Approval

12.09
Agenda Placement

Meeting: January 18, 2024
Regular Board Meeting

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Resolution No. 27-23/24
PROCLAIMING FEBRUARY 10, 2024
"LUNAR NEW YEAR"

WHEREAS, in 2024, the Lunar New Year begins on Saturday, February 10, and traditionally lasts fifteen days awaiting sight of the new moon;

WHEREAS, the Alum Rock Union School District serves approximately 7,500 students, and approximately 500 Teachers; and

WHEREAS, the Alum Rock Union School District continuously strives to unite in celebrating all cultures;

WHEREAS, Lunar New Year is one of the most important celebrations of the year among East and Southeast Asian cultures, including Chinese, Vietnamese, and Korean communities, among others; and

WHEREAS, current ARUSD curriculum support tools offer a wide variety of instructional tools to engage learners in Lunar New Year understanding;

WHEREAS, Alum Rock Academic Services staff will provide structured resources for easily accessible material organized, by grade levels for all staff to utilize in celebration and recognition during Lunar New Year;

NOW, THEREFORE, BE IT RESOLVED that the Alum Rock Union School District joins with the California State Board of Education in proclaiming February 10, 2024 as "*Lunar New Year*" and encourages this occasion to be recognized and celebrated in Alum Rock Schools as an important cultural event: Lunar New Year 2024!

PASSED AND ADOPTED this 18th day of January, 2024, by the Board of Trustees of the Alum Rock Union School District, County of Santa Clara, State of California.

Ayes_____ Noes_____ Absent_____ Abstain_____

Board of Trustees:

Corina Herrera-Loera, President _____

Andrés Quintero, Vice-President _____

Andrea Flores Shelton, Clerk _____

Linda Chavez, Member _____

Minh Pham, 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 January 18, 2024.

_____ _____

Hilaria Bauer, Ph.D., Superintendent Date

12.10

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

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

Subject: **Resolution No. 26-23/24**
African American History Month – February, 2024

Staff Analysis: The California State Board of Education recognizes and proclaims the month of February 2024, as "African American History Month" and encourages all educational communities to commemorate this time with appropriate instructional activities.

Recommendation: Staff recommends approval of **Resolution No. 26-23/24**, African American History Month, as presented.

Submitted by: Katie Wyatt Title: Coordinator EDI, Academic Services

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

To the Board of Trustees: Meeting: January 18, 2024
Regular Board Meeting

Recommend Approval

12.10
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Resolution No. 26-23/24
PROCLAIMING FEBRUARY, 2024
"AFRICAN AMERICAN HISTORY MONTH"

WHEREAS, African American descent helped develop our nation in countless ways;

WHEREAS, African American history reflects a determined spirit of perseverance and cultural pride in its struggle to share equally in the opportunities of a nation founded upon the principles of freedom and liberty for all people;

WHEREAS, African American citizens have participated in every American effort to secure, protect, and maintain the essence and substance of American democracy, as reflected by California Education Code Section 37221 (d) which establishes March 5th as Black American Day to commemorate the anniversary of the death of Crispus Attucks, the first African American martyr of the Boston Massacre;

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

WHEREAS, the history and contribution of African American citizens have been consistently overlooked, misinterpreted, and undervalued in the curriculum of public education institutions prior to the Civil Rights Act of 1964;

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

NOW, THEREFORE, BE IT RESOLVED, that the Alum Rock Union Elementary School District joins with the California State Board of Education in proclaiming the month of February 2023, as African American History Month and encourages all educational communities to commemorate this occasion with appropriate instructional activities, and be it further

PASSED AND ADOPTED this 18th day of January 2024, 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:

Corina Herrera-Loera, President _____

Andrés Quintero, Vice-President _____

Andrea Flores Shelton, Clerk _____

Linda Chavez, Member _____

Minh Pham, 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 January 18, 2024.

_____ _____

Hilaria Bauer, Ph.D., Superintendent Date

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

12.11

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

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

Subject: **Approve Out of Travel, California Association of Directors of Activities (CADA) State Convention 2024 for Jessica Hernandez and Brieana White (Sheppard Middle School) Estimated cost $2815.00**

Staff Analysis: The CADA State Convention is the largest event in the nation for Activities Directors. The CADA organization is the number one organization in the United States for teaching and developing leadership skills students will use for the rest of their lives as they learn to serve their schools, communities, and families. The convention will provide you with the tools and resources necessary to do just that.

Recommendation: District Administrations is recommending that the Board of Trustees approve out-of-state travel for Jessica Hernandez and Brieana White.

Submitted by: Jennifer Doherty JD Title: Principal , Sheppard Middle School

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

To the Board of Trustees:

Meeting: January 18, 2024
Regular Board Meeting

Information/Presentation

12.11
Agenda Placement

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#: 0000851

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

TRAVEL APPROVAL FORM

Attach Supporting Documents

Date of Request: 12/15/2023 Travel Type: Conference/Workshop Out of State?: Yes

1. Program Manager / Principal Signature: Jennifer Doherty Dept. / School Site: SCH - Sheppard Middle School
2. Title of Conference / Meeting: CADA State Convention 2024
3. Location: Grand Sierra Resort City/State Reno, NV
4. Purpose: Student Leadership Skills
5. Date (s) of Conference / Meetings: March 6, 2024 to March 9, 2024
6. Departure Date / Time: 03/05/2024 9:00 AM Return Date / Time: 03/09/2024 6:00 PM
7. District Office Supervisor Approval: Barbara Campbell Date 12/15/2023
8. Human Resources:

Names(s) of Employees Attending	Sub? Yes No	Bilingual Yes No	Sub Request?: (Name)	Job Number
Jessica Hernandez	Yes	N/A		
Brieana White	Yes	N/A		

Substitute: ☐ Available ☐ Unavailable ☐ No Sub Needed Sub. Assignment Asst. Approval: AS 12/18/2023

FD	RESC	PY	OBJECT	SB-OB	GOAL	FCTN	CST-CTR	LOC	PROG
060	3010	0	1199	00	1110	1000	00000	170	1190

Human Resources Dept. Approval: Yes George Kleidon 12/18/2023
Human Resources Approval Date

9. **SECTION BELOW MUST BE COMPLETED**

Cost Description	Total Estimated Costs	Description
Transportation	$300.00	
Registration	910.00	
Lodging	815.00	
Meals	640.00	
Shuttle / Parking	150.00	
Other	00.00	
Total	$2,815.00	

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	3010	0	5835	00	1110	1000	00000	170	1190

11. Cynthia Sanchez 12/18/2023
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.

CALIFORNIA ASSOCIATION OF DIRECTOR OF ACTIVITIES



CADA SPIRIT GAMES
2024 STATE CONVENTION
GRAND SIERRA RESORT
RENO, NV • MARCH 6-9, 2024
(EXHIBIT SHOW DATES MARCH 7-8, 2024)

Come and exhibit with California's greatest association for Activities Directors. It can only benefit you, your company, and your profits!
Download the Booth Setup Guidelines terms & conditions

Learn More

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Not a CADA Member? Join Today

Programs & Conferences



MARCH 6-9, 2024
GRAND SIERRA RESORT - RENO, NV
REGISTRATION NOW OPEN!

WHAT IS THE CADA STATE CONVENTION?

The CADA State Convention is the largest event in the nation for Activities Directors. The CADA organization is the number one organization in the United States for teaching and developing leadership skills students will use for the rest of their lives as they learn to serve their schools, communities, and families. The convention will provide you with the tools and resources necessary to do just that. ***A detailed workshop schedule will not be released until late January early February. To see 2023's sessions click here.***

CHECK OUT THE 2021 RECAP VIDEO!



12.12

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

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

Subject: **Resolution No. 25-23/24**
The Great Kindness Challenge Week
January 22nd - January 26th, 2024

Staff Analysis: The State Superintendent of Public Instruction and the State Board of Education encourage California's local education agencies to promote effective character education programs by taking a proactive and comprehensive approach that encourages responsible, ethical, civic-minded behavior in all phases of school life. Local school boards are encouraged to observe the week of January 22nd through January 26th, 2024, as The Great Kindness Challenge Week.

Recommendation: Staff recommends approval of **Resolution No. 25-23/24**, *The Great Kindness Challenge Week*, as submitted.

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

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

To the Board of Trustees: Meeting: January 18, 2024
Regular Board Meeting

Recommend Approval

12.12
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by:_____ Seconded by:_____

Approved:_____ Not Approved:_____ Tabled:_____

Resolution No. 25-23/24
PROCLAIMING JANUARY 22-26, 2024,
"THE GREAT KINDNESS CHALLENGE WEEK"

WHEREAS, the purpose of the Great Kindness Challenge is to support students in creating a culture of kindness and compassion while strengthening their social and emotional well-being.

WHEREAS, the Great Kindness Challenge is a time to build upon existing practices that promote peace through youth leadership, community service, positive friendships, and thoughtful acts of kindness, and that we all live in a safe, caring and peaceful community where all people respect and care for each other and their environment; and

WHEREAS, the Great Kindness Challenge encourages all students and adults to do their part to create peace by simply being caring towards each other and their environment; and

WHEREAS, the Great Kindness Challenge helps schools strengthen a culture of caring, altruism, understanding, appreciation, empathy, and kindness on their campus; and

WHEREAS, the Great Kindness Challenge is an opportunity for everyone to renew our commitment to treating each other with dignity, care, patience, and goodwill.

WHEREAS, the Alum Rock Union School District Board of Education believes all students deserve to learn in a safe, supportive, and caring environment. The Great Kindness Challenge provides multiple opportunities for youth, adults and families to engage in creating a school culture of acceptance, unity, respect, and harmony.

NOW, THEREFORE, BE IT RESOLVED, the Alum Rock Union Elementary School District encourages all schools to participate in the Great Kindness Challenge during January 22-26, 2024.

PASSED AND ADOPTED this 18th day of January, 2024, 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:

Corina Herrera-Loera, President _____

Andres Quintero, Vice-President _____

Andrea Flores Shelton, Clerk _____

Minh Pham, 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 January 18, 2024.

_____ _____

Hilaria Bauer, Ph.D., Superintendent Date

12.13

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: January 11, 2024

Subject: **ARUSD Wellness Center Grant Executing Designee Resolution**

Staff Analysis: The Alum Rock Union School District is requesting that the Board of Trustees designate Dr. Annya Artigas, Director of Social Emotional Learning, to execute the Valley Health Foundation Wellness Center Grant Agreement. The Valley Health Foundation is administering the School-Based Wellness Center Grant Program which is funded by the County of Santa Clara through Federal Coronavirus State & Local Fiscal Recovery Funds under the American Rescue Plan Act, State of California Mental Health Services Act funds, and State of California Juvenile Justice Crime Prevention Act and Youthful Offender Block Grant Funds. Alum Rock Union School District applied for funding to open wellness centers, build operational infrastructure, and/or supplement services at an existing wellness center.

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: January 18, 2024
Regular Board Meeting

Information Only

12.13
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Resolution No. 28-23/24
ARUSD Wellness Center Grant Agreement

WHEREAS, current events and the impact of the Coronavirus pandemic have enhanced the urgent need for school-based support services to increase accessibility and decrease the amount of wait time that students, families, and staff often have to overcome to engage with support.

WHEREAS, the purpose of the Alum Rock Union Elementary School District Wellness Centers is to develop school-based centers which provide, implement, integrate and expand support services for students, family, and staff.

WHEREAS, the purpose of the Alum Rock Union Elementary School District Wellness Center is to encourage students, families, and staff that all forms of wellness matter and that there is an opportunity through the Wellness Center to access and navigate systems that are able to support their resource needs.

WHEREAS, the Wellness Center can support students, families, and staff in creating a culture of wellness, which will strengthen sense of belonging, safety, and connection for students, families, and staff which will further impact both school and community climate in a positive manner as well as strengthen the social emotional well-being of students, families, and staff.

WHEREAS, the Alum Rock Union School District Board of Education believes all students deserve to learn in a safe, supportive, and caring environment. The Wellness Center can provide an opportunity for students, families, and staff to engage in wellness activities to increase their knowledge of wellness strategies and their capacity to practice in school, home, and community.

NOW, THEREFORE, BE IT RESOLVED, the Alum Rock Union Elementary School District encourages that the Board of Trustees designate Dr. Annya Artigas, Director of Social Emotional Learning, to execute the Valley Health Foundation Wellness Center Grant Agreement.

PASSED AND ADOPTED this 18th day of January 2024, 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:

Corina Herrera-Loera, President _____

Andres Quintero, Vice President _____

Andrea Flores Shelton, Clerk _____

Minh Pham, 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 January 18, 2024.

_____ _____

Hilaria Bauer, Ph.D., Superintendent Date

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

12.14

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: January 18, 2024

Information Only

Regular Board Meeting

12.14
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Master Enrollment

as of Dec 15, 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	59	54	54	60	55	62	45	51	32	**495**	0	495	0	495
Adelante 2 K-8	4	14	46	42	46	48	42	41	31	15	18	**347**	0	347	0	347
Aptitud K-8	0	14	30	30	42	45	45	54	49	51	46	**406**	7	413	0	413
Cassell ES	4	17	25	37	48	39	40	38	0	0	0	**248**	14	262	0	262
Chavez ELC	8	17	28	0	0	0	0	0	0	0	0	**53**	0	53	14	67
Cureton ES	0	10	30	39	39	40	37	52	0	0	0	**247**	21	268	0	268
Dorsa ES	1	17	26	37	44	48	52	43	0	0	0	**268**	22	290	0	290
Hubbard K-8	2	17	42	37	41	47	46	43	62	50	54	**441**	1	442	8	450
Linda Vista ES	5	16	61	70	73	73	63	79	0	0	0	**440**	23	463	10	473
LUCHA ES	3	13	25	29	40	40	51	38	0	0	0	**239**	0	239	0	239
Lyndale ES	5	17	26	52	47	44	34	45	0	0	0	**270**	21	291	22	313
McCollam ES	5	19	54	55	52	54	67	61	0	0	0	**367**	37	404	0	404
Meyer ES	7	10	35	32	39	29	44	42	0	0	0	**238**	22	260	10	270
Painter ES	5	25	58	46	54	53	47	37	0	0	0	**325**	0	325	0	325
Russo McEntee ES	7	15	45	43	39	46	51	44	0	0	0	**290**	30	320	0	320
Ryan ES	4	17	38	28	42	44	50	38	0	0	0	**261**	15	276	0	276
San Antonio ES	8	6	37	59	46	45	67	70	0	0	0	**338**	10	348	0	348
George MS	0	0	0	0	0	0	0	0	105	143	121	**369**	0	369	0	369
Ocala MS	0	0	0	0	0	0	0	0	137	132	126	**395**	10	405	0	405
Renaissance 1 MS	0	0	0	0	0	0	0	0	117	109	125	**351**	14	365	0	365
Renaissance 2 MS	0	0	0	0	0	0	0	0	95	98	118	**311**	8	319	0	319
Sheppard MS	0	0	0	0	0	0	0	0	152	153	162	**467**	7	474	0	474
	72	**263**	**665**	**690**	**746**	**755**	**791**	**787**	**793**	**802**	**802**	**7166**	**262**	**7428**	**64**	**7492**