ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

BOARD OF TRUSTEES

Regular Board Meeting
February 8, 2024

Thursday, February 8, 2024
REGULAR BOARD MEETING AGENDA

Type: REGULAR BOARD MEETING AMENDED AGENDA
Time: 5:30 p.m.
Code: Regular #14-23/24

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/84003946965
Webinar ID: 840 0394 6965
Or One tap mobile:
+16699006833, 84003946965# 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limited to, an announcement that an agenda item will be considered out of order, that consideration of an item has been withdrawn, postponed, rescheduled or removed from the Consent Calendar for separate discussion and possible action.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 Special Presentation in honor of African American Heritage Month.

3.02 Special Presentation in honor of the Lunar New Year, by students from Painter Elementary and the VDLI Program.

4. COMMENTS AND COMMUNICATION

4.01 Teamsters.

4.02 California School Employee's Association (CSEA).

4.03 Alum Rock Educator's Association (AREA).

4.04 Alum Rock Administrator's Association (ARAA).

4.05 Superintendent.

4.06 Board of Trustees/Communications/Comments.

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

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

5.02 Consideration/Approval of Resolution #35-23/24 Authorizing the Postponement of the Demolition of Former MACSA Building.

6. 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.)

6.01 Approve School Accountability Report Cards (SARC).

6.02 Mid-year Report on the Annual update to the 2023/24 LCAP and Budget Overview for Parents (Information Only).

6.03 Supplemental Support Programs in Alum Rock (Information Only).

6.04 Approve School Sponsored Field Trip List.

7. 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.)

7.01 Resignations (Information Only).

7.02 Approve Resolution No. 34-23/24 Reducing/Laying Off Classified Employee Services.

8. CONTRACT EXTENSIONS 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 Approve Contract Extension with Maxim Healthcare Staffing for the 2023-2024 SY, including the Extended Year Program (EYP). This contract extension will provide Behavior Tech’s to assist Alum Rock District students at various sites. Submitted by: Special Education; original approved amount of $700,000.00. Increase number 1 in the amount of $374,400.00. Current requested increase of $1,000,000.00 for a total contract amount of $2,074,400.00 dollars.

8.02 Approve Contract Extension with Maxim Healthcare Staffing (San Jose) for the 2023-2024 SY, including the Extended Year Program (EYP). This contract extension will provide Behavior Tech’s to assist Alum Rock District students at various sites. Submitted by: Special Education; original approved amount of $300,000.00, requested increase of $700,000.00 for a total contract amount of $1,000,000.00 dollars.

9. 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.)

9.01 Approve Board Meeting Minutes for the following dates: December 14, 2023, Regular Board Meeting and January 11, 2023, Special Board Meeting.

9.02 Approve Acceptance of Donations.

9.03 Approve Fundraising Activities.

9.04 Approve Acceptance of Vendor & Payroll Warrants.

9.05 Approve Bond Contracts/Extensions.

9.06 Approve/Ratify Notices of Employment and Changes of Status/February 8, 2024.

9.07 Approve Resolution No. 31-23/24 Read Across America – March 2, 2024.

9.08 Approve Resolution No. 33-23/24 Arts Education Month – March, 2024.

9.09 Approve Resolution No. 32-23/24 Women's History Month – March, 2024.

9.10 Approve Contracts for Professional Services - Firms/Organizations.

9.11 Current Enrollment (Information Only).

10. CLOSED SESSION

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

10.02 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.

10.03 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.

10.04 CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION (Paragraph (1) of subdivision (d) of Section 54956.9):Alum Rock Union Elementary School District v. Karen Martinez, Santa Clara County Superior Court case no. 21CV381923; Alum Rock Union Elementary School District v. Dolores Marquez, Santa Clara County Superior Court case no. 20CV372554 Alum Rock Union Elementary School District v. Esau Herrera Santa Clara County Superior Court case no. 21CV382117; Leal & Trejo, APC v. Alum Rock Union Elem. Sch. District, Santa Clara County Superior Court case no. 19CV356647 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.

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

10.06 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.

10.07 Public Employee Discipline/Dismissal/Release/Non-Reelection (Government Code Section 54957).

11. RECONVENE TO OPEN SESSION

11.01 REPORT OF ACTION TAKEN IN CLOSED SESSION.

12. FUTURE BOARD AGENDA REQUESTS

12.01 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

13. ADJOURNMENT

13.01 President adjourns the meeting.

14. NEXT MEETING(S)

14.01 March 14, 2024 (2023-24 School Year).

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

3.01

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees:

Subject: The 1619 Club promotes the awareness of and preserves the culture of students from the African diaspora. Black History didn't start with slavery! Student members and guests will share a few of the accomplishments of some dynamic African Americans and why Black History Month is important to celebrate. Alum Rock teachers, students, and school leadership are challenged to honor Black heritage all year long, not just in February.

Information Only

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

To the Board of Trustees:

Meeting: February 8, 2024
Regular Board Meeting

Recommend Approval

3.01

Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

3.02

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees:

Subject: Special Presentation in honor of the Lunar New Year, by students from Painter Elementary and the VDLI Program

Information Only

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

To the Board of Trustees:

Meeting: February 8, 2024
Regular Board Meeting

Recommend Approval

3.02
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

5.01

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: Update on RFP Affordable Housing Developers.

Information Only

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

To the Board of Trustees: Meeting: February 8, 2024

Information Only

Regular Board Meeting

5.01

Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

5.02

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: Consideration/Approval of Resolution # 35-23/24 Authorizing the Postponement of the Demolition of Former MACSA Building

Approval

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

To the Board of Trustees: Meeting: February 8, 2024

Approval Regular Board Meeting

5.02

Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Alum Rock Union Elementary School District
Resolution #35-23/24
Authorizing the Postponement of the Demolition of Former MACSA Building

WHEREAS, at the December 14, 2023, Regular Board Meeting of the Board of Trustees the Board approved a contract with Education Housing Partners ("EHP") to manage the processing and coordination for the demolition of the former MACSA building on the Renaissance at Mathson school site (the "December 14, 2023 Action");

WHEREAS, persons have expressed an interest in preserving the MACSA building and repairing and refurbishing it for that address the needs of the District community;

WHEREAS, the Administration desires additional time to receive and consider viable concepts from community partners, non-profits and local governmental agencies for the repair, re-purposing and refurbishment of the MACSA building for purposes complementary to the District's educational mission and that address the needs of the District community.

NOW THEREFORE, BE IT RESOLVED THAT, the Board of Trustees of the Alum Rock Union Elementary School District does hereby resolve, approve and direct as follows:

1. The demolition of the former MACSA building is hereby postponed for a period of approximately six (6) months, through and including August 15, 2024 (the "period of postponement");

2. During the period of postponement the Superintendent and her administration will engage with interested community partners, non-profits and local governmental agencies to gauge the level of interest by such persons to develop a viable concept and plan and approach for the repair, repurposing and refurbishment of the MACSA building for purposes complementary to the District's educational mission and that address the needs of the District community;

3. During the period of postponement, the Superintendent may invite written statements of interest from community partners, non-profits and local governmental agencies that have an interest and viable concept and plan for the repair, re-purposing and refurbishing of the MACSA building, and which statements of interest shall identify all key team members and/or partners and which shall include: (i) a description of the concept for the repair, repurposing and refurbishment and the District and community interests and needs to be served and met, (ii) an estimated timeline of key milestones for planning and construction; (ii) a preliminary estimated project budget, and (iii) a statement of available or target funding sources, and which statement shall <u>not</u> include or be based on the use of funds from the District's General Fund or Bond Fund (the "Basic Criteria");

a. The purpose of such statements of interest is to provide the District with information to assess the overall potential viability of any concept(s) for the repair, repurposing and refurbishment of the MACSA building without impacting the District's General Fund or Bond Fund;

b. Any such statements of interest received by the District and which meet such Basic Criteria shall be presented to the Board in a noticed regular or special Board meeting on or before August 15, 2024;

c. The receipt or consideration by the District of any statement of interest by the District shall not obligate the District to enter into an agreement with the submitter or any person for the repair, repurposing and refurbishment of the MACSA building;

d. If no statements of interest meeting the Basic Criteria are received by the District by 5:00 p.m. on August 15, 2024, then the period of postponement shall expire without the necessity of further Board action and the demolition of the MACSA building may proceed in accordance with the December 14, 2023 Action.

4. The Superintendent shall immediately notify EHP of the period of postponement.

PASSED AND ADOPTED by the Board of Trustees of the Alum Rock Union Elementary School District, Santa Clara County, State of California, on February 8, 2024, by the following vote:

Ayes: ____ Noes: ____ Abstain: ____ Absent: ____

_____ Dated: February __, 2024
Clerk of the Board of Trustees

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

6.01

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: January 29, 2024

Subject: **School Accountability Report Cards (SARC)**

Staff Analysis: California public and nonpublic, nonsectarian schools annually provide information to the community to allow public comparison of schools for student achievement, environment, resources & demographics. LEAs are responsible for updating each school's SARC on an annual basis and submitting to the local governing board for approval. SARCS are submitted to the California Department of Education (CDE) and must be posted on the district's website.

Recommendation: **Staff recommends approval of the School Accountability Report Cards (SARC) for all Alum Rock Schools.**

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

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

To the Board of Trustees:

Meeting: February 8, 2024
Regular Board Meeting

Recommend Approval

6.01
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by:_____ Seconded by:_____

Approved: _____ Not Approved: _____ Tabled:_____

Russo/McEntee Academy

2022-2023 School Accountability Report Card (Published During the 2023-2024 School Year)

General Information about the School Accountability Report Card (SARC)

SARC Overview



By February 1 of each year, every school in California is required by state law to publish a School Accountability Report Card (SARC). The SARC contains information about the condition and performance of each California public school. Under the Local Control Funding Formula (LCFF) all local educational agencies (LEAs) are required to prepare a Local Control and Accountability Plan (LCAP), which describes how they intend to meet annual school-specific goals for all pupils, with specific activities to address state and local priorities. Additionally, data reported in an LCAP is to be consistent with data reported in the SARC.

- For more information about SARC requirements and access to prior year reports, see the California Department of Education (CDE) SARC web page at https://www.cde.ca.gov/ta/ac/sa/.
- For more information about the LCFF or the LCAP, see the CDE LCFF web page at https://www.cde.ca.gov/fg/aa/lc/.
- For additional information about the school, parents/guardians and community members should contact the school principal or the district office.

DataQuest

DataQuest is an online data tool located on the CDE DataQuest web page at https://dq.cde.ca.gov/dataquest/ that contains additional information about this school and comparisons of the school to the district and the county. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners).

California School Dashboard

The California School Dashboard (Dashboard) https://www.caschooldashboard.org/ reflects California's new accountability and continuous improvement system and provides information about how LEAs and schools are meeting the needs of California's diverse student population. The Dashboard contains reports that display the performance of LEAs, schools, and student groups on a set of state and local measures to assist in identifying strengths, challenges, and areas in need of improvement.

Internet Access

Internet access is available at public libraries and other locations that are publicly accessible (e.g., the California State Library). Access to the Internet at libraries and public locations is generally provided on a first-come, first-served basis. Other use restrictions may include the hours of operation, the length of time that a workstation may be used (depending on availability), the types of software programs available on a workstation, and the ability to print documents.

SAMPLE

2023-24 School Contact Information

School Name	Russo/McEntee Academy
Street	2851 Gay Ave
City, State, Zip	San Jose CA, 95127
Phone Number	(408) 928-8900
Principal	Tanu Kohli
Email Address	Tanu.Kohli@arusd.org
School Website	https://russomcentee.arusd.org/
County-District-School (CDS) Code	43-69369-0114900

2023-24 District Contact Information

District Name	Alum Rock Union Elementary School District
Phone Number	(408) 928-6800
Superintendent	Hilaria Bauer, Ph.D.
Email Address	hilaria.bauer@arusd.org
District Website	www.arusd.org

2023-24 School Description and Mission Statement

Our vision is to provide a rigorous, and innovative learning climate that promotes the growth of environmentally literate students capable of stewarding our planet.

Our mission is to provide an educationally enriching environment and develop academic excellence through scientific inquiry, experiential learning, social-emotional, and physical development.

About this School

2022-23 Student Enrollment by Grade Level

Grade Level	Number of Students
Kindergarten	68
Grade 1	61
Grade 2	59
Grade 3	58
Grade 4	57
Grade 5	62
Total Enrollment	365

SAMPLE

2022-23 Student Enrollment by Student Group

Student Group	Percent of Total Enrollment
Female	47.1%
Male	52.9%
American Indian or Alaska Native	0.8%
Asian	9%
Black or African American	1.4%
Filipino	8.5%
Hispanic or Latino	75.1%
Two or More Races	2.5%
White	2.7%
English Learners	44.4%
Homeless	0.8%
Socioeconomically Disadvantaged	68.5%
Students with Disabilities	15.9%

A. Conditions of Learning

State Priority: Basic

The SARC provides the following information relevant to the State priority: Basic (Priority 1):

- Degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- Pupils have access to standards-aligned instructional materials; and
- School facilities are maintained in good repair.

SAMPLE

2020-21 Teacher Preparation and Placement

Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	17.00	85.00	373.60	75.81	228366.10	83.12
Intern Credential Holders Properly Assigned	0.00	0.00	10.50	2.14	4205.90	1.53
Teachers Without Credentials and Misassignments ("ineffective" under ESSA)	0.00	0.00	41.00	8.33	11216.70	4.08
Credentialed Teachers Assigned Out-of-Field ("out-of-field" under ESSA)	1.00	5.00	35.70	7.26	12115.80	4.41
Unknown	2.00	10.00	31.80	6.46	18854.30	6.86
Total Teaching Positions	20.00	100.00	492.80	100.00	274759.10	100.00

Note: The data in this table is based on Full Time Equivalent (FTE) status. One FTE equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

2021-22 Teacher Preparation and Placement

Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	16.90	94.42	373.70	76.67	234405.20	84.00
Intern Credential Holders Properly Assigned	1.00	5.58	18.40	3.79	4853.00	1.74
Teachers Without Credentials and Misassignments ("ineffective" under ESSA)	0.00	0.00	42.40	8.70	12001.50	4.30
Credentialed Teachers Assigned Out-of-Field ("out-of-field" under ESSA)	0.00	0.00	25.20	5.19	11953.10	4.28
Unknown	0.00	0.00	27.50	5.66	15831.90	5.67
Total Teaching Positions	17.90	100.00	487.50	100.00	279044.80	100.00

The CDE published the first year of available teacher data for the 2020-21 SARC in June 2022, and the CDE published the second year of data for the 2021-22 SARC in June 2023. The EC Section 33126(b)(5) requires the most recent three years of teacher data to be requested in the SARC, as data is available. The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Note: The data in this table is based on Full-Time Equivalent (FTE) status. One FTE equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

SAMPLE

Teachers Without Credentials and Misassignments (considered "ineffective" under ESSA)

Authorization/Assignment	2020-21	2021-22
Permits and Waivers	0.00	0.00
Misassignments	0.00	0.00
Vacant Positions	0.00	0.00
Total Teachers Without Credentials and Misassignments	0.00	0.00

The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Credentialed Teachers Assigned Out-of-Field (considered "out-of-field" under ESSA)

Indicator	2020-21	2021-22
Credentialed Teachers Authorized on a Permit or Waiver	1.00	0.00
Local Assignment Options	0.00	0.00
Total Out-of-Field Teachers	1.00	0.00

The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Class Assignments

Indicator	2020-21	2021-22
Misassignments for English Learners (a percentage of all the classes with English learners taught by teachers that are misassigned)	0	0
No credential, permit or authorization to teach (a percentage of all the classes taught by teachers with no record of an authorization to teach)	8.3	0

The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Note: For more information refer to the Updated Teacher Equity Definitions web page at https://www.cde.ca.gov/pd/ee/teacherequitydefinitions.asp.

2023-24 Quality, Currency, Availability of Textbooks and Other Instructional Materials

The following are the textbook adoptions for Alum Rock Union Elementary School District:: Benchmark Advance/Adelante (ELA and ELD) 2016-Elementary/McGraw Hill: Study Sync 2017- Middle Schools, Pearson EnVision Mathematics 2015-Elementary / CPM 2015- Middle Schools, Foss Science 2019-Elementary/STEMscopes 2019-Middle Schools, Studies Weekly 2022- Elementary /TCI Curriculum 2018- Middle School

Year and month in which the data were collected	August 2023

Subject	Textbooks and Other Instructional Materials/year of Adoption	From Most Recent	Percent Students Lacking Own

SAMPLE

		Adoption ?	Assigned Copy
Reading/Language Arts	Benchmark Advance/Adelante (ELA and ELD) 2016-Elementary/McGraw Hill:Study Sync 2017- Middle School	Yes	0
Mathematics	Pearson: EnVision Math 2015 Elementary/ CPM 2015-Middle School	Yes	0
Science	Foss Science-Elementary/STEMscopes 2019-Middle School	Yes	0
History-Social Science	Studies Weekly 2022- Elementary /TCI Curriculum 2018-Middle School	Yes	0
Health	Family Life - Planned Parenthood	Yes	0

School Facility Conditions and Planned Improvements

Year and month of the most recent FIT report September 2022

System Inspected	Rate Good	Rate Fair	Rate Poor	Repair Needed and Action Taken or Planned
Systems: Gas Leaks, Mechanical/HVAC, Sewer	X			Rm: Mens A Unit Restroom - Leaking by the urinal
Interior: Interior Surfaces		X		Rm: Restroom - Tile cealing is falling by the door Rm: Boiler Room - Vinyl floor is lifting Rm: E7 - Ceiling tiles have a few stains Rm: E2 - Paper wall is falling and missing a piece Rm: E1 - Paper wall is peeling Rm: G1 - Water stain on ceiling tile Rm: G2 - Missing plug cover Rm: C5 - Carpet is torn and room is full of furniture Rm: B5 - Carpet has bumps Rm: C2 - Carpet is torn Rm: C3 - Carpet is torn/ Water stains on ceiling tile Rm: C4 - Carpet is torn Rm: A6 - Carpet is torn and wrinkled Rm: K3 - Ceiling tile needs tobe adjusted or replace Rm: A7 - Water stains in the ceiling/ carpet is wrinkled
Cleanliness: Overall Cleanliness, Pest/Vermin Infestation	X			Rm: Stage - Needs to be cleaned up a few miscellaneous Rm: Playgrund - Handles on the monkey bars have poop Rm: Closet C Wing - Many boxes need to be organized
Electrical	X			Rm: C2 - Cables next to the phone are out Rm: A7 - Missing 4 lights
Restrooms/Fountains: Restrooms, Sinks/ Fountains	X			Rm: E6 - Water faucet needs more pressure Rm: E1 - Water fountain is leaking Rm: Boys Restroom - Second sink don't work Rm: - D1 - Sink is leaking Rm: B5 - Faucet is leaking Rm: Ladies Restroom - Water faucet needs to be fixed Rm: C2 - Water fountain is leaking Rm: A5 - Faucet and water fountain are closed and missing pieces

SAMPLE

School Facility Conditions and Planned Improvements

Safety: Fire Safety, Hazardous Materials	X	
Structural: Structural Damage, Roofs	X	Rm: Boys B Restroom - Wall by the entrance has water damage
External: Playground/School Grounds, Windows/ Doors/Gates/Fences	X	

Overall Facility Rate

Exemplary	Good	Fair	Poor
	X		

B. Pupil Outcomes

State Priority: Pupil Achievement

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

Statewide Assessments
(i.e., California Assessment of Student Performance and Progress [CAASPP] System includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAs] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities).

The CAASPP System encompasses the following assessments and student participation requirements:

1. **Smarter Balanced Summative Assessments and CAAs for ELA** in grades three through eight and grade eleven.
2. **Smarter Balanced Summative Assessments and CAAs for mathematics** in grades three through eight and grade eleven.
3. **California Science Test (CAST) and CAAs for Science** in grades five, eight, and once in high school (i.e., grade ten, eleven, or twelve).

College and Career Ready
The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study.

SAMPLE

Percentage of Students Meeting or Exceeding the State Standard on CAASPP

This table displays CAASPP test results in ELA and mathematics for all students grades three through eight and grade eleven taking and completing a state-administered assessment.

Percentages are not calculated when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

ELA and mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Subject	School 2021-22	School 2022-23	District 2021-22	District 2022-23	State 2021-22	State 2022-23
English Language Arts/Literacy (grades 3-8 and 11)	30	33	33	31	47	46
Mathematics (grades 3-8 and 11)	21	23	23	25	33	34

SAMPLE

2022-23 CAASPP Test Results in ELA by Student Group

This table displays CAASPP test results in ELA by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment.

ELA test results include the Smarter Balanced Summative Assessment and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

CAASPP Student Groups	CAASPP Total Enrollment	CAASPP Number Tested	CAASPP Percent Tested	CAASPP Percent Not Tested	CAASPP Percent Met or Exceeded
All Students	187	178	95.19	4.81	32.58
Female	96	93	96.88	3.12	36.56
Male	91	85	93.41	6.59	28.24
American Indian or Alaska Native	--	--	--	--	--
Asian	17	17	100.00	0.00	64.71
Black or African American	--	--	--	--	--
Filipino	16	16	100.00	0.00	56.25
Hispanic or Latino	137	130	94.89	5.11	27.69
Native Hawaiian or Pacific Islander	--	--	--	--	--
Two or More Races	--	--	--	--	--
White	--	--	--	--	--
English Learners	74	68	91.89	8.11	8.82
Foster Youth	0	0	0	0	0
Homeless	--	--	--	--	--
Military	0	0	0	0	0
Socioeconomically Disadvantaged	139	134	96.40	3.60	25.37
Students Receiving Migrant Education Services	0	0	0	0	0
Students with Disabilities	25	24	96.00	4.00	16.67

SAMPLE

2022-23 CAASPP Test Results in Math by Student Group

This table displays CAASPP test results in Math by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment.

Mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

CAASPP Student Groups	CAASPP Total Enrollment	CAASPP Number Tested	CAASPP Percent Tested	CAASPP Percent Not Tested	CAASPP Percent Met or Exceeded
All Students	187	184	98.40	1.60	23.37
Female	96	95	98.96	1.04	21.05
Male	91	89	97.80	2.20	25.84
American Indian or Alaska Native	--	--	--	--	--
Asian	17	17	100.00	0.00	76.47
Black or African American	--	--	--	--	--
Filipino	16	16	100.00	0.00	56.25
Hispanic or Latino	137	136	99.27	0.73	13.24
Native Hawaiian or Pacific Islander	--	--	--	--	--
Two or More Races	--	--	--	--	--
White	--	--	--	--	--
English Learners	74	74	100.00	0.00	10.81
Foster Youth	0	0	0	0	0
Homeless	--	--	--	--	--
Military	0	0	0	0	0
Socioeconomically Disadvantaged	139	136	97.84	2.16	17.65
Students Receiving Migrant Education Services	0	0	0	0	0
Students with Disabilities	25	24	96.00	4.00	4.17

SAMPLE

CAASPP Test Results in Science for All Students

This table displays the percentage of all students grades five, eight, and High School meeting or exceeding the State Standard.

Science test results include the CAST and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the CAST plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

Subject	School 2021-22	School 2022-23	District 2021-22	District 2022-23	State 2021-22	State 2022-23
Science (grades 5, 8 and high school)	15.00	20.31	17.41	16.26	29.47	30.29

2022-23 CAASPP Test Results in Science by Student Group

This table displays CAASPP test results in Science by student group for students grades five, eight, and High School. Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
All Students	67	64	95.52	4.48	20.31
Female	40	39	97.50	2.50	23.08
Male	27	25	92.59	7.41	16.00
American Indian or Alaska Native	--	--	--	--	--
Asian	--	--	--	--	--
Black or African American	--	--	--	--	--
Filipino	--	--	--	--	--
Hispanic or Latino	51	49	96.08	3.92	14.29
Native Hawaiian or Pacific Islander	0	0	0	0	0
Two or More Races	--	--	--	--	--
White	0	0	0	0	0
English Learners	20	20	100.00	0.00	0.00
Foster Youth	0	0	0	0	0
Homeless	--	--	--	--	--
Military	0	0	0	0	0
Socioeconomically Disadvantaged	49	46	93.88	6.12	17.39
Students Receiving Migrant Education Services	0	0	0	0	0
Students with Disabilities	--	--	--	--	--

SAMPLE

B. Pupil Outcomes

State Priority: Other Pupil Outcomes

The SARC provides the following information relevant to the State priority: Other Pupil Outcomes (Priority 8): Pupil outcomes in the subject area of physical education.

2022-23 California Physical Fitness Test Results

This table displays the percentage of students participating in each of the five fitness components of the California Physical Fitness Test Results. The administration of the PFT during 2021-22 and 2022-23 school years, only participation results are required for these five fitness areas. Percentages are not calculated and double dashes (--) appear in the table when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Grade Level	Component 1: Aerobic Capacity	Component 2: Abdominal Strength and Endurance	Component 3: Trunk Extensor and Strength and Flexibility	Component 4: Upper Body Strength and Endurance	Component 5: Flexibility
Grade 5	98.50%	98.50%	98.50%	98.50%	98.50%

C. Engagement

State Priority: Parental Involvement

The SARC provides the following information relevant to the State priority: Parental Involvement (Priority 3): Efforts the school district makes to seek parent input in making decisions regarding the school district and at each school site.

2023-24 Opportunities for Parental Involvement

Russo/McEntee Academy values and includes stakeholders in all facets of the educational process. To encourage parent participation, Russo/McEntee maintains a system of two-way communication and employs a variety of ways to increase stakeholder communication. Not only is the School Accountability Report Card (SARC) available on the district's website, but pertinent school information, including results of the school evaluation process, school data, and school programs is also available to parents through messaging on Parent Square which can be translated to the parent's preferred language. We also post our SARC reports on our school website. Because parent and community participation are essential to student achievement, Russo/McEntee Academy provides a number of parent and community involvement opportunities including a monthly "Coffee with the Principal". In addition, parents and guardians can be part of the PTA. Russo/McEntee staff works as a link between the school and the parents. Parents are encouraged to volunteer for 30 hours a year at the school.

School Site Council Meetings and English Language Advisory Committee meetings are held monthly and are open to all parents and guardians of Russo/McEntee students. Parents can also volunteer to assist in the classrooms, help with fundraising events, help in the garden, chaperone field trips, and assist with other school events.

For more information regarding parent involvement, please contact Tanu Kohli at 1-408-928-8906

SAMPLE

2022-23 Chronic Absenteeism by Student Group

Student Group	Cumulative Enrollment	Chronic Absenteeism Eligible Enrollment	Chronic Absenteeism Count	Chronic Absenteeism Rate
All Students	443	411	100	24.3
Female	212	197	45	22.8
Male	231	214	55	25.7
Non-Binary	0	0	0	0.0
American Indian or Alaska Native	3	3	2	66.7
Asian	41	37	8	21.6
Black or African American	10	8	3	37.5
Filipino	32	32	6	18.8
Hispanic or Latino	327	305	73	23.9
Native Hawaiian or Pacific Islander	1	1	1	100.0
Two or More Races	17	15	4	26.7
White	12	10	3	30.0
English Learners	200	189	52	27.5
Foster Youth	0	0	0	0.0
Homeless	9	8	1	12.5
Socioeconomically Disadvantaged	336	314	83	26.4
Students Receiving Migrant Education Services	0	0	0	0.0
Students with Disabilities	82	76	31	40.8

SAMPLE

C. Engagement

State Priority: School Climate

The SARC provides the following information relevant to the State priority: School Climate (Priority 6):

- Pupil suspension rates;
- Pupil expulsion rates; and
- Other local measures on the sense of safety

Suspensions and Expulsions

This table displays suspensions and expulsions data.

Rate	School 2020-21	School 2021-22	School 2022-23	District 2020-21	District 2021-22	District 2022-23	State 2020-21	State 2021-22	State 2022-23
Suspensions	0.00	0.00	0.00	0.02	2.44	2.82	0.20	3.17	3.60
Expulsions	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.07	0.08

2022-23 Suspensions and Expulsions by Student Group

Student Group	Suspensions Rate	Expulsions Rate
All Students	0	0
Female	0	0
Male	0	0
Non-Binary		
American Indian or Alaska Native	0	0
Asian	0	0
Black or African American	0	0
Filipino	0	0
Hispanic or Latino	0	0
Native Hawaiian or Pacific Islander	0	0
Two or More Races	0	0
White	0	0
English Learners	0	0
Foster Youth	0	0
Homeless	0	0
Socioeconomically Disadvantaged	0	0
Students Receiving Migrant Education Services	0	0
Students with Disabilities	0	0

SAMPLE

2023-24 School Safety Plan

Russo/McEntee Academy has a very detailed, comprehensive school safety plan that outlines protocols, systems, and procedures in the event of any/all emergencies. It contains the yearly safety goals as determined by the students, staff, and parents. The Russo/McEntee Safety Committee in collaboration with the school site council develops and approves the safety plan before it is presented to the Alum Rock Union Elementary School District Board of Trustees for annual approval.

The safety plan and drill procedures are reviewed during the year with all staff. Safety alerts are shared with all staff as needed throughout the school year. In addition, all required drills are calendared, completed, and shared with the staff.

The Russo/McEntee Safety Plan has a comprehensive behavior policy. " Kimochis" is the school and district-adopted SEL curriculum used to teach students to help them deal with challenging situations. Our dress code policy, set of protocols for safety/emergency drills, tardy policy, attendance policy, referral policy, non-discriminatory policy on student rights and responsibilities, campus security policy, harassment policy, conflict management policy, Internet safety policy, and an intervention policy is within our safety plan and accessible to all. We have a school-wide plan to address and teach positive behavior.

D. Other SARC Information

Information Required in the SARC

The information in this section is required to be in the SARC but is not included in the state priorities for LCFF.

2020-21 Elementary Average Class Size and Class Size Distribution

This table displays the 2020-21 average class size and class size distribution. The columns titled "Number of Classes" indicates how many classes fall into each size category (a range of total students per class). The "Other" category is for multi-grade level classes.

Grade Level	Average Class Size	Number of Classes with 1-20 Students	Number of Classes with 21-32 Students	Number of Classes with 33+ Students
K	19	1	2	
1	24		2	
2	20	2		
3	26		2	
4	28		2	
5	29		2	
Other	16	3	2	

2021-22 Elementary Average Class Size and Class Size Distribution

This table displays the 2021-22 average class size and class size distribution. The columns titled "Number of Classes" indicates how many classes fall into each size category (a range of total students per class). The "Other" category is for multi-grade level classes.

Grade Level	Average Class Size	Number of Classes with 1-20 Students	Number of Classes with 21-32 Students	Number of Classes with 33+ Students
K	19	1	2	
1	22		2	
2	24		2	
3	25		2	
4	27		2	
5	31		2	
Other	8	3		

2022-23 Elementary Average Class Size and Class Size Distribution

This table displays the 2022-23 average class size and class size distribution. The columns titled "Number of Classes" indicates how many classes fall into each size category (a range of total students per class). The "Other" category is for multi-grade level classes.

Grade Level	Average Class Size	Number of Classes with 1-20 Students	Number of Classes with 21-32 Students	Number of Classes with 33+ Students
K	15	2	2	0
1	14	4	0	0
2	25	0	2	0
3	24	0	2	0
4	23	0	2	0
5	28	0	2	0
6	0	0	0	0
Other	10	5	0	0

SAMPLE

2022-23 Ratio of Pupils to Academic Counselor

This table displays the ratio of pupils to Academic Counselor. One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Title	Ratio
Pupils to Academic Counselor	0

2022-23 Student Support Services Staff

This table displays the number of FTE support staff assigned to this school. One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Title	Number of FTE Assigned to School
Counselor (Academic, Social/Behavioral or Career Development)	
Library Media Teacher (Librarian)	
Library Media Services Staff (Paraprofessional)	
Psychologist	
Social Worker	
Nurse	
Speech/Language/Hearing Specialist	
Resource Specialist (non-teaching)	
Other	

SAMPLE

Fiscal Year 2021-22 Expenditures Per Pupil and School Site Teacher Salaries

This table displays the 2021-22 expenditures per pupil and average teacher salary for this school. Cells with N/A values do not require data.

Level	Total Expenditures Per Pupil	Expenditures Per Pupil (Restricted)	Expenditures Per Pupil (Unrestricted)	Average Teacher Salary
School Site	$18,452.47	$11,448.61	$7,003.86	$97,076.22
District	N/A	N/A	$7,216.32	$94,380
Percent Difference - School Site and District	N/A	N/A	-3.0	2.8
State	N/A	N/A	$7,607	$89,574
Percent Difference - School Site and State	N/A	N/A	-8.3	8.0

Fiscal Year 2022-23 Types of Services Funded

Services provided by the regular program to enable under-performing students to meet standards:

- During the day intervention programs in reading, language arts, and math for students who are performing below their current grade level.
- English Language Development (ELD) instruction using the Benchmark curriculum is offered to English language proficiency levels 1, 2, and 3 to provide focused instruction at students' language acquisition levels.
- After-school intervention sessions are offered to help enable underperforming students to meet grade-level standards as available.
- To meet the needs of underperforming students, the Student Study Team (SST) meets regularly to support the teachers.
- All students at the school have received/been offered a school-issued device to facilitate their learning when on or off campus
- Services provided by categorical funds to enable under-performing students to meet standards:

Think Together and Russo/McEntee Academy are in a partnership that provides the 21st Century/Learners Program. The partnership offers a three-tier program: homework center, recreation, and multi-cultural art enrichment. The program serves 100 students for 3 hours each day.

The school also purchases programs like Book Nook, Accelerated Reader, My On, Math Shelf, and to help students and teachers, additionally, the school contracts with Reading Partners for Reading Intervention as well as Science from Scientist to provide science lessons for students in 3rd-5th grade.

SAMPLE

Fiscal Year 2021-22 Teacher and Administrative Salaries

This table displays the 2021-22 Teacher and Administrative salaries. For detailed information on salaries, see the CDE Certification Salaries & Benefits web page at http://www.cde.ca.gov/ds/fd/cs/.

Category	District Amount	State Average for Districts in Same Category
Beginning Teacher Salary	$61,121	$54,215
Mid-Range Teacher Salary	$95,155	$86,843
Highest Teacher Salary	$114,262	$111,440
Average Principal Salary (Elementary)	$125,741	$140,851
Average Principal Salary (Middle)	$0	$147,065
Average Principal Salary (High)	$0	$142,189
Superintendent Salary	$225,646	$252,466
Percent of Budget for Teacher Salaries	32.82%	33.16%
Percent of Budget for Administrative Salaries	6.18%	5.15%

Professional Development

The Alum Rock Union Elementary School District provides a variety of professional development opportunities for teachers. Some of the topics include the Common Core State Standards, implementing the Benchmark reading and EnVision math curriculum, and meeting the needs of English Language Learners. Classes are provided after school or on Saturdays. On-site staff meetings and grade-level planning time assist teachers in the day-to-day operations at each school site. The teachers are also invited to a variety of professional developments to assist in their learning of various Ed Tech Platforms. In addition to that, the school participated in a series of workshops this year aiming to build resilience. At Russo/McEntee the goal is to create an environment of shared leadership hence our professional development is by the teachers and for the teachers. The school has also brought in professional development through Kimochis, Clear Touch, and Life Lab.

This table displays the number of school days dedicated to staff development and continuous improvement.

Subject	2021-22	2022-23	2023-24
Number of school days dedicated to Staff Development and Continuous Improvement	2	2	1

SAMPLE

Adelante II Dual Language Academy

2022-2023 School Accountability Report Card (Published During the 2023-2024 School Year)

General Information about the School Accountability Report Card (SARC)

SARC Overview



By February 1 of each year, every school in California is required by state law to publish a School Accountability Report Card (SARC). The SARC contains information about the condition and performance of each California public school. Under the Local Control Funding Formula (LCFF) all local educational agencies (LEAs) are required to prepare a Local Control and Accountability Plan (LCAP), which describes how they intend to meet annual school-specific goals for all pupils, with specific activities to address state and local priorities. Additionally, data reported in an LCAP is to be consistent with data reported in the SARC.

- For more information about SARC requirements and access to prior year reports, see the California Department of Education (CDE) SARC web page at https://www.cde.ca.gov/ta/ac/sa/.
- For more information about the LCFF or the LCAP, see the CDE LCFF web page at https://www.cde.ca.gov/fg/aa/lc/.
- For additional information about the school, parents/guardians and community members should contact the school principal or the district office.

DataQuest

DataQuest is an online data tool located on the CDE DataQuest web page at https://dq.cde.ca.gov/dataquest/ that contains additional information about this school and comparisons of the school to the district and the county. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners).

California School Dashboard

The California School Dashboard (Dashboard) https://www.caschooldashboard.org/ reflects California's new accountability and continuous improvement system and provides information about how LEAs and schools are meeting the needs of California's diverse student population. The Dashboard contains reports that display the performance of LEAs, schools, and student groups on a set of state and local measures to assist in identifying strengths, challenges, and areas in need of improvement.

Internet Access

Internet access is available at public libraries and other locations that are publicly accessible (e.g., the California State Library). Access to the Internet at libraries and public locations is generally provided on a first-come, first-served basis. Other use restrictions may include the hours of operation, the length of time that a workstation may be used (depending on availability), the types of software programs available on a workstation, and the ability to print documents.

SAMPLE

2023-24 School Contact Information

School Name	Adelante II Dual Language Academy
Street	1970 Cinderella Lane
City, State, Zip	San Jose CA, 95116
Phone Number	(408) 928-7100
Principal	Jose Cortez
Email Address	Jose.cortez@arusd.org
School Website	
County-District-School (CDS) Code	43-69369 0135749

2023-24 District Contact Information

District Name	Alum Rock Union Elementary School District
Phone Number	(408) 928-6800
Superintendent	Hilaria Bauer, Ph.D.
Email Address	hilaria.bauer@arusd.org
District Website	www.arusd.org

SAMPLE

2023-24 School Description and Mission Statement

Adelante II Dual Language Academy was founded as a dual immersion program at Arbuckle Elementary school in 2014. It began with one kinder class of 20 students. Adelante II now serves over 350 students in TK-8th grade.

Adelante II follows a 90/10 model of instruction. This is reflected in the instructional minutes, whereas, students in grades TK-1st, receive 90% of the instructional minutes in Spanish and 10% of the instructional minutes in English. Each subsequent year, the percentage of English increases, while the percentage of Spanish decreases. By the time students reach 5th grade, 50% of the instruction is in the target language, Spanish, and 50% is in English and continues similarly through 8th grade. At Adelante II we value dual language instruction, and we focus on developing biliteracy skills in both Spanish and English. Students have the opportunity to earn the pathway towards the Seal of Biliteracy in both 5th and 8th grade, by demonstrating their proficiency in Spanish and English. Additionally, Adelante II operates under the belief that a dual immersion education will prepare students to participate as global citizens in a global economy.

Adelante II values parent participation and involvement as a significant part of the learning process. We require a 9-year commitment to our program; developing proficiency in two languages--English and Spanish, requires consistency and commitment. Our families are included at all levels of the decision-making process, and we believe our families to be a critical factor in the success of our dual language learners. As such, we have established a 30-hour volunteer requirement, and we provide many opportunities for our parents to fulfill this component.

Vision
Students will graduate from Adelante Dual Language Academy with bilingual proficiency and multicultural competencies that will open the doors to opportunities in our global economy.

Mission Statement
Adelante Academy provides an opportunity for all students to achieve bilingual proficiency and to develop multicultural competencies through a rigorous English and Spanish dual language instruction program. Our school philosophy is based on the belief that "one who knows two languages can contribute in two worlds". Within this philosophical framework, Adelante values and respects both languages and all cultures instill a sense of community service in students, develops future leaders, and involves parents as part of the school learning community.

About this School

2022-23 Student Enrollment by Grade Level

Grade Level	Number of Students
Kindergarten	62
Grade 1	48
Grade 2	49
Grade 3	47
Grade 4	43
Grade 5	29
Grade 6	15
Grade 7	16
Grade 8	10
Total Enrollment	319

2022-23 Student Enrollment by Student Group

Student Group	Percent of Total Enrollment
Female	51.7%
Male	48.3%
American Indian or Alaska Native	0.6%
Asian	0.6%
Black or African American	0.6%
Hispanic or Latino	97.2%
Native Hawaiian or Pacific Islander	0.6%
White	0.3%
English Learners	64.3%
Foster Youth	0.6%
Homeless	0.6%
Migrant	0.6%
Socioeconomically Disadvantaged	81.8%
Students with Disabilities	6.6%

SAMPLE

A. Conditions of Learning

State Priority: Basic

The SARC provides the following information relevant to the State priority: Basic (Priority 1):

- Degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- Pupils have access to standards-aligned instructional materials; and
- School facilities are maintained in good repair.

SAMPLE

2020-21 Teacher Preparation and Placement

Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	8.60	57.82	373.60	75.81	228366.10	83.12
Intern Credential Holders Properly Assigned	0.00	0.00	10.50	2.14	4205.90	1.53
Teachers Without Credentials and Misassignments ("ineffective" under ESSA)	4.30	28.81	41.00	8.33	11216.70	4.08
Credentialed Teachers Assigned Out-of-Field ("out-of-field" under ESSA)	1.00	6.65	35.70	7.26	12115.80	4.41
Unknown	1.00	6.65	31.80	6.46	18854.30	6.86
Total Teaching Positions	15.00	100.00	492.80	100.00	274759.10	100.00

Note: The data in this table is based on Full Time Equivalent (FTE) status. One FTE equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

2021-22 Teacher Preparation and Placement

Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	8.70	59.34	373.70	76.67	234405.20	84.00
Intern Credential Holders Properly Assigned	0.80	5.62	18.40	3.79	4853.00	1.74
Teachers Without Credentials and Misassignments ("ineffective" under ESSA)	4.00	27.06	42.40	8.70	12001.50	4.30
Credentialed Teachers Assigned Out-of-Field ("out-of-field" under ESSA)	1.00	6.77	25.20	5.19	11953.10	4.28
Unknown	0.10	1.08	27.50	5.66	15831.90	5.67
Total Teaching Positions	14.70	100.00	487.50	100.00	279044.80	100.00

The CDE published the first year of available teacher data for the 2020-21 SARC in June 2022, and the CDE published the second year of data for the 2021-22 SARC in June 2023. The EC Section 33126(b)(5) requires the most recent three years of teacher data to be requested in the SARC, as data is available. The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Note: The data in this table is based on Full-Time Equivalent (FTE) status. One FTE equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

SAMPLE

Teachers Without Credentials and Misassignments (considered "ineffective" under ESSA)

Authorization/Assignment	2020-21	2021-22
Permits and Waivers	3.00	1.00
Misassignments	1.30	3.00
Vacant Positions	0.00	0.00
Total Teachers Without Credentials and Misassignments	4.30	4.00

The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Credentialed Teachers Assigned Out-of-Field (considered "out-of-field" under ESSA)

Indicator	2020-21	2021-22
Credentialed Teachers Authorized on a Permit or Waiver	1.00	0.00
Local Assignment Options	0.00	1.00
Total Out-of-Field Teachers	1.00	1.00

The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Class Assignments

Indicator	2020-21	2021-22
Misassignments for English Learners (a percentage of all the classes with English learners taught by teachers that are misassigned)	5.8	12.5
No credential, permit or authorization to teach (a percentage of all the classes taught by teachers with no record of an authorization to teach)	50	0

The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Note: For more information refer to the Updated Teacher Equity Definitions web page at https://www.cde.ca.gov/pd/ee/teacherequitydefinitions.asp.

2023-24 Quality, Currency, Availability of Textbooks and Other Instructional Materials

The following are the textbook adoptions for Alum Rock Union Elementary School District:: Benchmark Advance/Adelante (ELA and ELD) 2016-Elementary/McGraw Hill: Study Sync 2017- Middle Schools, Pearson EnVision Mathematics 2015-Elementary / CPM 2015- Middle Schools, Foss Science 2019-Elementary/STEMscopes 2019-Middle Schools, Studies Weekly 2022- Elementary /TCI Curriculum 2018- Middle School

Year and month in which the data were collected	August 2023

Subject	Textbooks and Other Instructional Materials/year of Adoption	From Most Recent	Percent Students Lacking Own

SAMPLE

		Adoption ?	Assigned Copy
Reading/Language Arts	Benchmark Advance/Adelante (ELA and ELD) 2016-Elementary/McGraw Hill:Study Sync 2017- Middle School	Yes	0
Mathematics	Pearson: EnVision Math 2015 Elementary/ CPM 2015-Middle School	Yes	0
Science	Foss Science-Elementary/STEMscopes 2019-Middle School	Yes	0
History-Social Science	Studies Weekly 2022- Elementary /TCI Curriculum 2018-Middle School	Yes	0
Foreign Language	Benchmark Adelante 2016 McGraw Hill Impacto 2018	Yes	0
Health	Family Life - Planned Parenthood	Yes	0

School Facility Conditions and Planned Improvements

The district makes every effort to ensure all schools are clean, safe, and functional. To assist in this effort, the district uses a facility survey instrument developed by the State of California Office of Public School Construction. The results of this survey are available at the school office and at the district office.
School facilities are upgraded whenever possible to support and maintain a safe, clean and secure campus. Sufficient classroom, office, library, playground, staff space, and restroom facilities are allocated to support stakeholders' needs and the instructional program. The Alum Rock School District maintenance staff, in conjunction with day and night custodians, ensure the school buildings and grounds are safe, clean, and in good repair. Rigorous daily custodial schedules ensure that classrooms, lavatories, serving kitchens, eating areas, offices, and playgrounds are clean for both student and staff use. There is an ongoing and strenuous reinforcement of bathroom etiquette. Bathrooms are checked after each recess and after school. There are at least one Beautification Day each year. Parents, teachers and sponsors come to the school on a Saturday and plant flowers, clean windows, pick weeds, paint, and/or clean up surrounding streets.

Year and month of the most recent FIT report	September 2023

System Inspected	Rate Good	Rate Fair	Rate Poor	Repair Needed and Action Taken or Planned
Systems: Gas Leaks, Mechanical/HVAC, Sewer	X			
Interior: Interior Surfaces	X			Room C6 -One ceiling tile is loose
Cleanliness: Overall Cleanliness, Pest/Vermin Infestation	X			
Electrical	X			Room C5 - Need to change some lights Room C8 - One light is out
Restrooms/Fountains: Restrooms, Sinks/ Fountains		X		Room C7 - Need to adjust the time in faucet Girls Restroom - One sink is closed no water Boys C Wing Restroom - Sink Waterfaucet moves / All urinals are not working Girls Restroom - One toilet is out of service Boys Restroom - One stall and two urinals don't work
Safety: Fire Safety, Hazardous Materials	X			
Structural: Structural Damage, Roofs	X			Room C11 - Window by door is cracked

SAMPLE

School Facility Conditions and Planned Improvements		
External: Playground/School Grounds, Windows/ Doors/Gates/Fences	X	Room Electrical - Door is in bad condition at the bottom

Overall Facility Rate			
Exemplary	Good	Fair	Poor
	X		

B. Pupil Outcomes

State Priority: Pupil Achievement

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

Statewide Assessments
(i.e., California Assessment of Student Performance and Progress [CAASPP] System includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAs] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities).

The CAASPP System encompasses the following assessments and student participation requirements:

1. **Smarter Balanced Summative Assessments and CAAs for ELA** in grades three through eight and grade eleven.
2. **Smarter Balanced Summative Assessments and CAAs for mathematics** in grades three through eight and grade eleven.
3. **California Science Test (CAST) and CAAs for Science** in grades five, eight, and once in high school (i.e., grade ten, eleven, or twelve).

College and Career Ready
The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study.

SAMPLE

Percentage of Students Meeting or Exceeding the State Standard on CAASPP

This table displays CAASPP test results in ELA and mathematics for all students grades three through eight and grade eleven taking and completing a state-administered assessment.

Percentages are not calculated when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

ELA and mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Subject	School 2021-22	School 2022-23	District 2021-22	District 2022-23	State 2021-22	State 2022-23
English Language Arts/Literacy (grades 3-8 and 11)	13	15	33	31	47	46
Mathematics (grades 3-8 and 11)	7	12	23	25	33	34

SAMPLE

2022-23 CAASPP Test Results in ELA by Student Group

This table displays CAASPP test results in ELA by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment.

ELA test results include the Smarter Balanced Summative Assessment and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

CAASPP Student Groups	CAASPP Total Enrollment	CAASPP Number Tested	CAASPP Percent Tested	CAASPP Percent Not Tested	CAASPP Percent Met or Exceeded
All Students	158	155	98.10	1.90	15.48
Female	85	84	98.82	1.18	19.05
Male	73	71	97.26	2.74	11.27
American Indian or Alaska Native	--	--	--	--	--
Asian	0	0	0	0	0
Black or African American	--	--	--	--	--
Filipino	0	0	0	0	0
Hispanic or Latino	153	151	98.69	1.31	15.23
Native Hawaiian or Pacific Islander	--	--	--	--	--
Two or More Races	--	--	--	--	--
White	0	0	0	0	0
English Learners	94	91	96.81	3.19	8.79
Foster Youth	0	0	0	0	0
Homeless	--	--	--	--	--
Military	0	0	0	0	0
Socioeconomically Disadvantaged	130	129	99.23	0.77	16.28
Students Receiving Migrant Education Services	--	--	--	--	--
Students with Disabilities	--	--	--	--	--

SAMPLE

2022-23 CAASPP Test Results in Math by Student Group

This table displays CAASPP test results in Math by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment.

Mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

CAASPP Student Groups	CAASPP Total Enrollment	CAASPP Number Tested	CAASPP Percent Tested	CAASPP Percent Not Tested	CAASPP Percent Met or Exceeded
All Students	158	156	98.73	1.27	11.54
Female	85	84	98.82	1.18	13.10
Male	73	72	98.63	1.37	9.72
American Indian or Alaska Native	--	--	--	--	--
Asian	0	0	0	0	0
Black or African American	--	--	--	--	--
Filipino	0	0	0	0	0
Hispanic or Latino	153	152	99.35	0.65	11.18
Native Hawaiian or Pacific Islander	--	--	--	--	--
Two or More Races	--	--	--	--	--
White	0	0	0	0	0
English Learners	94	92	97.87	2.13	4.35
Foster Youth	0	0	0	0	0
Homeless	--	--	--	--	--
Military	0	0	0	0	0
Socioeconomically Disadvantaged	130	129	99.23	0.77	10.08
Students Receiving Migrant Education Services	--	--	--	--	--
Students with Disabilities	--	--	--	--	--

SAMPLE

CAASPP Test Results in Science for All Students

This table displays the percentage of all students grades five, eight, and High School meeting or exceeding the State Standard.

Science test results include the CAST and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the CAST plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

Subject	School 2021-22	School 2022-23	District 2021-22	District 2022-23	State 2021-22	State 2022-23
Science (grades 5, 8 and high school)	5.56	2.50	17.41	16.26	29.47	30.29

2022-23 CAASPP Test Results in Science by Student Group

This table displays CAASPP test results in Science by student group for students grades five, eight, and High School. Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
All Students	41	40	97.56	2.44	2.50
Female	22	22	100.00	0.00	4.55
Male	19	18	94.74	5.26	0.00
American Indian or Alaska Native	0	0	0	0	0
Asian	0	0	0	0	0
Black or African American	0	0	0	0	0
Filipino	0	0	0	0	0
Hispanic or Latino	40	39	97.50	2.50	2.56
Native Hawaiian or Pacific Islander	--	--	--	--	--
Two or More Races	0	0	0	0	0
White	0	0	0	0	0
English Learners	25	24	96.00	4.00	0.00
Foster Youth	0	0	0	0	0
Homeless	--	--	--	--	--
Military	0	0	0	0	0
Socioeconomically Disadvantaged	32	31	96.88	3.12	0.00
Students Receiving Migrant Education Services	--	--	--	--	--
Students with Disabilities	--	--	--	--	--

SAMPLE

B. Pupil Outcomes

State Priority: Other Pupil Outcomes

The SARC provides the following information relevant to the State priority: Other Pupil Outcomes (Priority 8): Pupil outcomes in the subject area of physical education.

2022-23 California Physical Fitness Test Results

This table displays the percentage of students participating in each of the five fitness components of the California Physical Fitness Test Results. The administration of the PFT during 2021-22 and 2022-23 school years, only participation results are required for these five fitness areas. Percentages are not calculated and double dashes (--) appear in the table when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Grade Level	Component 1: Aerobic Capacity	Component 2: Abdominal Strength and Endurance	Component 3: Trunk Extensor and Strength and Flexibility	Component 4: Upper Body Strength and Endurance	Component 5: Flexibility
Grade 5	100.00%	100.00%	100.00%	100.00%	100.00%
Grade 7	100.00%	100.00%	100.00%	100.00%	100.00%

C. Engagement

State Priority: Parental Involvement

The SARC provides the following information relevant to the State priority: Parental Involvement (Priority 3): Efforts the school district makes to seek parent input in making decisions regarding the school district and at each school site.

2023-24 Opportunities for Parental Involvement

Under the ARUSD Board Policy 6020, Adelante II requires that families volunteer to support the education of our students by completing a total of 30 hours, per school year, per family. In order for our families to meet this requirement, we provide opportunities to assist in the classroom with the teacher, or at school events. Parents can also volunteer or be elected to be a part of our school governance teams such as the Parent Teacher Association, School Site Council, and English Learner Advisory Committee.

SAMPLE

2022-23 Chronic Absenteeism by Student Group

Student Group	Cumulative Enrollment	Chronic Absenteeism Eligible Enrollment	Chronic Absenteeism Count	Chronic Absenteeism Rate
All Students	342	330	34	10.3
Female	179	168	14	8.3
Male	163	162	20	12.3
Non-Binary	0	0	0	0.0
American Indian or Alaska Native	2	2	0	0.0
Asian	2	2	0	0.0
Black or African American	2	2	0	0.0
Filipino	0	0	0	0.0
Hispanic or Latino	333	321	31	9.7
Native Hawaiian or Pacific Islander	2	2	2	100.0
Two or More Races	0	0	0	0.0
White	1	1	1	100.0
English Learners	223	215	17	7.9
Foster Youth	2	2	0	0.0
Homeless	7	6	0	0.0
Socioeconomically Disadvantaged	273	267	27	10.1
Students Receiving Migrant Education Services	2	2	0	0.0
Students with Disabilities	29	26	1	3.8

SAMPLE

C. Engagement

State Priority: School Climate

The SARC provides the following information relevant to the State priority: School Climate (Priority 6):

- Pupil suspension rates;
- Pupil expulsion rates; and
- Other local measures on the sense of safety

Suspensions and Expulsions

This table displays suspensions and expulsions data.

Rate	School 2020-21	School 2021-22	School 2022-23	District 2020-21	District 2021-22	District 2022-23	State 2020-21	State 2021-22	State 2022-23
Suspensions	0.00	0.64	0.58	0.02	2.44	2.82	0.20	3.17	3.60
Expulsions	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.07	0.08

2022-23 Suspensions and Expulsions by Student Group

Student Group	Suspensions Rate	Expulsions Rate
All Students	0.58	0
Female	0	0
Male	1.23	0
Non-Binary		
American Indian or Alaska Native	0	0
Asian	0	0
Black or African American	0	0
Filipino	0	0
Hispanic or Latino	0.6	0
Native Hawaiian or Pacific Islander	0	0
Two or More Races	0	0
White	0	0
English Learners	0.45	0
Foster Youth	0	0
Homeless	0	0
Socioeconomically Disadvantaged	0.73	0
Students Receiving Migrant Education Services	0	0
Students with Disabilities	0	0

SAMPLE

2023-24 School Safety Plan

At Adelante II, a school of academic excellence, we strive to find and use the best practices, strategies and approaches to bring about optimal learning opportunities within a safe and caring school environment. We take student safety seriously. Training is provided in health and safety and emergency procedures, Lock down, shelter in place, first aid and communication. We have monthly fire drills two mock earthquake drills yearly where teachers are aware of their responsibilities. Lock down and Shelter in place drills take place once a year. A school-wide behavior system is in place. We promote character education traits and commend students who display these traits. We utilize restorative circles and conversations to address conflict between students. Additionally, the school's focus on scholarly conduct helps students behave in a positive and consistent manner.

Adelante II has a detailed, comprehensive school safety plan that outlines protocols, systems, and procedures in the event of any and all emergencies. The plan also contains the yearly safety goals as determined by the students, staff, and parents. The school safety plan is developed and reviewed on a yearly basis by the Adelante II School Site Council before it is presented to the Alum Rock Union Elementary School District Board of Trustees for annual approval. Safety alerts are shared with all staff as needed throughout the school year.

The Adelante II Safety Plan contains a comprehensive, enforceable, and continuous behavior policy, set of rules and regulations, dress code policy, set of protocols for safety/emergency drills, tardy policy, attendance policy, referral policy, nondiscriminatory policy on student rights and responsibilities, campus security policy, harassment policy, conflict management policy, Internet safety policy, and intervention and referral system policy.

D. Other SARC Information Information Required in the SARC

The information in this section is required to be in the SARC but is not included in the state priorities for LCFF.

2020-21 Elementary Average Class Size and Class Size Distribution

This table displays the 2020-21 average class size and class size distribution. The columns titled "Number of Classes" indicates how many classes fall into each size category (a range of total students per class). The "Other" category is for multi-grade level classes.

Grade Level	Average Class Size	Number of Classes with 1-20 Students	Number of Classes with 21-32 Students	Number of Classes with 33+ Students
K	17	4		
1	19	3		
2	24		2	
3	16	2		
4	22		1	
5	22		1	
6	17	6		

2021-22 Elementary Average Class Size and Class Size Distribution

This table displays the 2021-22 average class size and class size distribution. The columns titled "Number of Classes" indicates how many classes fall into each size category (a range of total students per class). The "Other" category is for multi-grade level classes.

Grade Level	Average Class Size	Number of Classes with 1-20 Students	Number of Classes with 21-32 Students	Number of Classes with 33+ Students
K	17	4		
1	26		2	
2	24		2	
3	24		2	
4	32		1	
5	18	1		
6	16	6		

SAMPLE

2022-23 Elementary Average Class Size and Class Size Distribution

This table displays the 2022-23 average class size and class size distribution. The columns titled "Number of Classes" indicates how many classes fall into each size category (a range of total students per class). The "Other" category is for multi-grade level classes.

Grade Level	Average Class Size	Number of Classes with 1-20 Students	Number of Classes with 21-32 Students	Number of Classes with 33+ Students
K	16	4	0	0
1	24	0	2	0
2	25	0	2	0
3	24	0	2	0
4	22	0	2	0
5	29	0	1	0
6	15	5	0	0
Other	0	0	0	0

2022-23 Ratio of Pupils to Academic Counselor

This table displays the ratio of pupils to Academic Counselor. One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Title	Ratio
Pupils to Academic Counselor	319

2022-23 Student Support Services Staff

This table displays the number of FTE support staff assigned to this school. One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Title	Number of FTE Assigned to School
Counselor (Academic, Social/Behavioral or Career Development)	1
Library Media Teacher (Librarian)	
Library Media Services Staff (Paraprofessional)	
Psychologist	
Social Worker	
Nurse	
Speech/Language/Hearing Specialist	
Resource Specialist (non-teaching)	
Other	

SAMPLE

Fiscal Year 2021-22 Expenditures Per Pupil and School Site Teacher Salaries

This table displays the 2021-22 expenditures per pupil and average teacher salary for this school. Cells with N/A values do not require data.

Level	Total Expenditures Per Pupil	Expenditures Per Pupil (Restricted)	Expenditures Per Pupil (Unrestricted)	Average Teacher Salary
School Site	$18,663.79	$11,456.06	$7,207.73	$90,212.85
District	N/A	N/A	$7,216.32	$94,380
Percent Difference - School Site and District	N/A	N/A	-0.1	-4.5
State	N/A	N/A	$7,607	$89,574
Percent Difference - School Site and State	N/A	N/A	-5.4	0.7

Fiscal Year 2022-23 Types of Services Funded

Adelante II provides the following categorically funded services to ensure under-performing students meet standards:
Title I funds provide a Home Community Liaison position to support attendance and communication by phone or home visits.
Monthly Award Assemblies give our exceptional students recognition, photo opportunity and rewards are provided to recognize student achievement, effort, and positive attitude.
Grade Level Collaborations are held throughout the year. During this time teachers meet to learn more about and plan instruction that is aligned to CCSS and Balanced Literacy (Interactive Read Alouds, Guided Reading, Shared Reading, etc.). Additionally, teachers identify at-risk or low-performing students and provide in-class and/or before and/or after school interventions. Pull out tutoring, and after school intervention programs across the grade levels provide tutoring, academic support, and recreational enrichment activities are provided by the Little Heroes Coach and YMCA.

Fiscal Year 2021-22 Teacher and Administrative Salaries

This table displays the 2021-22 Teacher and Administrative salaries. For detailed information on salaries, see the CDE Certification Salaries & Benefits web page at http://www.cde.ca.gov/ds/fd/cs/.

Category	District Amount	State Average for Districts in Same Category
Beginning Teacher Salary	$61,121	$54,215
Mid-Range Teacher Salary	$95,155	$86,843
Highest Teacher Salary	$114,262	$111,440
Average Principal Salary (Elementary)	$125,741	$140,851
Average Principal Salary (Middle)	$0	$147,065
Average Principal Salary (High)	$0	$142,189
Superintendent Salary	$225,646	$252,466
Percent of Budget for Teacher Salaries	32.82%	33.16%
Percent of Budget for Administrative Salaries	6.18%	5.15%

SAMPLE

Professional Development

Continuous professional development is a common practice for all Adelante II staff members. As a school we are continuously seeking professional development that will better help us meet the needs of all students. All teachers are engaged in grade level collaboration and training to develop their skills in all curricular areas especially in the area of dual language immersion.

We are working on providing additional support and PD's for our teachers around ELD instruction, P3CC math intiative, and guided reading.

This table displays the number of school days dedicated to staff development and continuous improvement.

Subject	2021-22	2022-23	2023-24
Number of school days dedicated to Staff Development and Continuous Improvement	3		4

SAMPLE

Renaissance Academy Fischer

2022-2023 School Accountability Report Card
(Published During the 2023-2024 School Year)

General Information about the School Accountability Report Card (SARC)

SARC Overview



By February 1 of each year, every school in California is required by state law to publish a School Accountability Report Card (SARC). The SARC contains information about the condition and performance of each California public school. Under the Local Control Funding Formula (LCFF) all local educational agencies (LEAs) are required to prepare a Local Control and Accountability Plan (LCAP), which describes how they intend to meet annual school-specific goals for all pupils, with specific activities to address state and local priorities. Additionally, data reported in an LCAP is to be consistent with data reported in the SARC.

- For more information about SARC requirements and access to prior year reports, see the California Department of Education (CDE) SARC web page at https://www.cde.ca.gov/ta/ac/sa/.
- For more information about the LCFF or the LCAP, see the CDE LCFF web page at https://www.cde.ca.gov/fg/aa/lc/.
- For additional information about the school, parents/guardians and community members should contact the school principal or the district office.

DataQuest

DataQuest is an online data tool located on the CDE DataQuest web page at https://dq.cde.ca.gov/dataquest/ that contains additional information about this school and comparisons of the school to the district and the county. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners).

California School Dashboard

The California School Dashboard (Dashboard) https://www.caschooldashboard.org/ reflects California's new accountability and continuous improvement system and provides information about how LEAs and schools are meeting the needs of California's diverse student population. The Dashboard contains reports that display the performance of LEAs, schools, and student groups on a set of state and local measures to assist in identifying strengths, challenges, and areas in need of improvement.

Internet Access

Internet access is available at public libraries and other locations that are publicly accessible (e.g., the California State Library). Access to the Internet at libraries and public locations is generally provided on a first-come, first-served basis. Other use restrictions may include the hours of operation, the length of time that a workstation may be used (depending on availability), the types of software programs available on a workstation, and the ability to print documents.

SAMPLE

2023-24 School Contact Information

School Name	Renaissance Academy Fischer
Street	1720 Hopkins Dr.
City, State, Zip	San Jose CA, 95122
Phone Number	(408) 928-1950
Principal	Doug Kleinhenz
Email Address	doug.kleinhenz@arusd.org
School Website	https://renaissance.arusd.org/
County-District-School (CDS) Code	43-69369-0107763

2023-24 District Contact Information

District Name	Alum Rock Union Elementary School District
Phone Number	(408) 928-6800
Superintendent	Hilaria Bauer, Ph.D.
Email Address	hilaria.bauer@arusd.org
District Website	www.arusd.org

2023-24 School Description and Mission Statement

Renaissance is a middle school of choice serving approximately 400 sixth, seventh and eighth-grade students. All Renaissance students, parents, and educators have chosen to come to Renaissance to participate, work hard, and focus on preparing students to be successful in high school, college, and beyond. At Renaissance, there is a strong emphasis on building the student, parent, teacher relationship. The community believes that when all stakeholders know one another's hearts and minds well, the students will be best supported and able to achieve their full potential. The parents' active support and cooperation, combined with the staff's best professional efforts, will continue to make Renaissance a place for students to learn and grow. Renaissance provides a safe, equitable, rigorous, and relationship-centered learning environment for all students.

SAMPLE

About this School

2022-23 Student Enrollment by Grade Level

Grade Level	Number of Students
Grade 6	101
Grade 7	129
Grade 8	136
Total Enrollment	366

2022-23 Student Enrollment by Student Group

Student Group	Percent of Total Enrollment
Female	46.2%
Male	53.8%
Asian	14.5%
Black or African American	0.3%
Filipino	5.2%
Hispanic or Latino	78.7%
Native Hawaiian or Pacific Islander	0.5%
Two or More Races	0.5%
White	0.3%
English Learners	35.5%
Homeless	0.5%
Migrant	0.3%
Socioeconomically Disadvantaged	81.1%
Students with Disabilities	16.9%

A. Conditions of Learning

State Priority: Basic

The SARC provides the following information relevant to the State priority: Basic (Priority 1):

- Degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- Pupils have access to standards-aligned instructional materials; and
- School facilities are maintained in good repair.

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2020-21 Teacher Preparation and Placement

Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	2.30	17.17	373.60	75.81	228366.10	83.12
Intern Credential Holders Properly Assigned	1.00	7.48	10.50	2.14	4205.90	1.53
Teachers Without Credentials and Misassignments ("ineffective" under ESSA)	1.10	8.29	41.00	8.33	11216.70	4.08
Credentialed Teachers Assigned Out-of-Field ("out-of-field" under ESSA)	9.10	66.91	35.70	7.26	12115.80	4.41
Unknown	0.00	0.00	31.80	6.46	18854.30	6.86
Total Teaching Positions	13.60	100.00	492.80	100.00	274759.10	100.00

Note: The data in this table is based on Full Time Equivalent (FTE) status. One FTE equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

2021-22 Teacher Preparation and Placement

Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	11.90	52.86	373.70	76.67	234405.20	84.00
Intern Credential Holders Properly Assigned	1.90	8.83	18.40	3.79	4853.00	1.74
Teachers Without Credentials and Misassignments ("ineffective" under ESSA)	1.00	4.44	42.40	8.70	12001.50	4.30
Credentialed Teachers Assigned Out-of-Field ("out-of-field" under ESSA)	6.40	28.50	25.20	5.19	11953.10	4.28
Unknown	1.10	5.28	27.50	5.66	15831.90	5.67
Total Teaching Positions	22.50	100.00	487.50	100.00	279044.80	100.00

The CDE published the first year of available teacher data for the 2020-21 SARC in June 2022, and the CDE published the second year of data for the 2021-22 SARC in June 2023. The EC Section 33126(b)(5) requires the most recent three years of teacher data to be requested in the SARC, as data is available. The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Note: The data in this table is based on Full-Time Equivalent (FTE) status. One FTE equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

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Teachers Without Credentials and Misassignments (considered "ineffective" under ESSA)

Authorization/Assignment	2020-21	2021-22
Permits and Waivers	0.10	0.00
Misassignments	0.90	1.00
Vacant Positions	0.00	0.00
Total Teachers Without Credentials and Misassignments	1.10	1.00

The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Credentialed Teachers Assigned Out-of-Field (considered "out-of-field" under ESSA)

Indicator	2020-21	2021-22
Credentialed Teachers Authorized on a Permit or Waiver	0.00	4.00
Local Assignment Options	9.10	2.40
Total Out-of-Field Teachers	9.10	6.40

The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Class Assignments

Indicator	2020-21	2021-22
Misassignments for English Learners (a percentage of all the classes with English learners taught by teachers that are misassigned)	6.1	5
No credential, permit or authorization to teach (a percentage of all the classes taught by teachers with no record of an authorization to teach)	8.4	4.9

The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Note: For more information refer to the Updated Teacher Equity Definitions web page at https://www.cde.ca.gov/pd/ee/teacherequitydefinitions.asp.

2023-24 Quality, Currency, Availability of Textbooks and Other Instructional Materials

The following are the textbook adoptions for Alum Rock Union Elementary School District:: Benchmark Advance/Adelante (ELA and ELD) 2016-Elementary/McGraw Hill: Study Sync 2017- Middle Schools, Pearson EnVision Mathematics 2015-Elementary / CPM 2015- Middle Schools, Foss Science 2019-Elementary/STEMscopes 2019-Middle Schools, Studies Weekly 2022- Elementary /TCI Curriculum 2018- Middle School

Year and month in which the data were collected	August 2023

Subject	Textbooks and Other Instructional Materials/year of Adoption	From Most Recent	Percent Students Lacking Own

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		Adoption ?	Assigned Copy
Reading/Language Arts	Benchmark Advance/Adelante (ELA and ELD) 2016-Elementary/McGraw Hill:Study Sync 2017- Middle School	Yes	0
Mathematics	Pearson: EnVision Math 2015 Elementary/ CPM 2015-Middle School	Yes	0
Science	Foss Science-Elementary/STEMscopes 2019-Middle School	Yes	0
History-Social Science	Studies Weekly 2022- Elementary /TCI Curriculum 2018-Middle School	Yes	0
Health	Family Life - Planned Parenthood	Yes	0

School Facility Conditions and Planned Improvements

The District makes every effort to ensure all schools are clean, safe, and functional. To assist in this effort, the district uses a facility survey instrument developed by the State of California Office of Public School Construction. The results of this survey are available at the school office and at the district office.

The building in which Renaissance resides was built in 1962. School facilities are being renovated according to the Field Act requirements of the State Building Code with a focus on earthquake safety. In the event that asbestos and lead containing building materials are found, they are removed according to Environmental Protection Agency (EPA), State, and Local requirements. Deferred maintenance funds have been used to properly maintain and renovate district buildings. Needed repairs and maintenance projects are completed in a timely manner.

Whenever possible, school facilities are upgraded to support and maintain a safe, clean and secure campus. Sufficient classroom, office, library, playground, staff space, and restroom facilities are allocated to support stakeholders' needs and the instructional program. The Alum Rock Union Elementary School District Maintenance and Grounds staff, in conjunction with day and night custodians, ensure the school buildings and grounds are safe, clean, and in good repair. Rigorous daily custodial schedules ensure that classrooms, lavatories, serving kitchens, eating areas, offices, and playgrounds are clean for both student and staff use. Regular oversight by district maintenance and grounds crews ensure that grass and landscaped areas are well maintained, and that the school's buildings, grounds and play areas are safe for use.

Year and month of the most recent FIT report	October 2023

System Inspected	Rate Good	Rate Fair	Rate Poor	Repair Needed and Action Taken or Planned
Systems: Gas Leaks, Mechanical/HVAC, Sewer	X			
Interior: Interior Surfaces	X			Office 1 - water damage on ceiling tile Art class - water is damaging roof by the electrical panel Rm 63 - thr eis a big scratch on the wall that needs to be fixed Rm 44 - one tile is broken
Cleanliness: Overall Cleanliness, Pest/Vermin Infestation	X			
Electrical	X			
Restrooms/Fountains: Restrooms, Sinks/ Fountains		X		Rm 72 - fountain faucet needs to be opened Rm 82 - Fountain faucet is not working Rm 74 - fountain faucet leaks Mens restroom - one urinal doesn't work Rm 41 - water fountain does not work Rm 33 - fountain faucet needs to be fixed it moves and leaks

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School Facility Conditions and Planned Improvements

		Rm 32 - fountain faucet needs more pressure Rm 31 - need to close fountain faucet water does not stop Girls Restroom - one toilet does not work Rm 21 - both water fountains are closed Rm G1 - faucet leaks
Safety: Fire Safety, Hazardous Materials	X	
Structural: Structural Damage, Roofs	X	Rm 51 - floor by the door needs cement it is a trip hazard Rm 57 - tile floor is broken by the entrance
External: Playground/School Grounds, Windows/ Doors/Gates/Fences	X	Book room - door doesn't close completely Rm 60 - Door needs to be readjusted it is hard to close Rm P4 - cracked window in the back Rm 65 - door doesn't work properly Rm 43 - floor outside class needs to be recemented Rm 44 - floor outside class needs to be recemented Rm 34 - paint at the door is peiling Rm 33 - floor outside the classroom need to be recemented Rm 32 - tile in the floor is broken Rm 21 - there is a hole in the wall by the white board Rm 22 - need to recement outside the classroom Rm 23 - need to recement outside the classroom Rm 24 - floor outside class needs to be recemented

Overall Facility Rate

Exemplary	Good	Fair	Poor
	X		

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B. Pupil Outcomes

State Priority: Pupil Achievement

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

Statewide Assessments
(i.e., California Assessment of Student Performance and Progress [CAASPP] System includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAs] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities).

The CAASPP System encompasses the following assessments and student participation requirements:

1. **Smarter Balanced Summative Assessments and CAAs for ELA** in grades three through eight and grade eleven.
2. **Smarter Balanced Summative Assessments and CAAs for mathematics** in grades three through eight and grade eleven.
3. **California Science Test (CAST) and CAAs for Science** in grades five, eight, and once in high school (i.e., grade ten, eleven, or twelve).

College and Career Ready
The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study.

Percentage of Students Meeting or Exceeding the State Standard on CAASPP

This table displays CAASPP test results in ELA and mathematics for all students grades three through eight and grade eleven taking and completing a state-administered assessment.

Percentages are not calculated when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

ELA and mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Subject	School 2021-22	School 2022-23	District 2021-22	District 2022-23	State 2021-22	State 2022-23
English Language Arts/Literacy (grades 3-8 and 11)	27	29	33	31	47	46
Mathematics (grades 3-8 and 11)	16	20	23	25	33	34

SAMPLE

2022-23 CAASPP Test Results in ELA by Student Group

This table displays CAASPP test results in ELA by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment.

ELA test results include the Smarter Balanced Summative Assessment and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

CAASPP Student Groups	CAASPP Total Enrollment	CAASPP Number Tested	CAASPP Percent Tested	CAASPP Percent Not Tested	CAASPP Percent Met or Exceeded
All Students	369	360	97.56	2.44	28.61
Female	172	169	98.26	1.74	39.64
Male	197	191	96.95	3.05	18.85
American Indian or Alaska Native	0	0	0	0	0
Asian	53	53	100.00	0.00	58.49
Black or African American	--	--	--	--	--
Filipino	18	17	94.44	5.56	47.06
Hispanic or Latino	290	282	97.24	2.76	22.34
Native Hawaiian or Pacific Islander	--	--	--	--	--
Two or More Races	--	--	--	--	--
White	--	--	--	--	--
English Learners	122	114	93.44	6.56	2.63
Foster Youth	--	--	--	--	--
Homeless	--	--	--	--	--
Military	0	0	0	0	0
Socioeconomically Disadvantaged	302	295	97.68	2.32	23.39
Students Receiving Migrant Education Services	--	--	--	--	--
Students with Disabilities	61	60	98.36	1.64	5.00

SAMPLE

2022-23 CAASPP Test Results in Math by Student Group

This table displays CAASPP test results in Math by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment.

Mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

CAASPP Student Groups	CAASPP Total Enrollment	CAASPP Number Tested	CAASPP Percent Tested	CAASPP Percent Not Tested	CAASPP Percent Met or Exceeded
All Students	369	368	99.73	0.27	20.11
Female	172	172	100.00	0.00	19.77
Male	197	196	99.49	0.51	20.41
American Indian or Alaska Native	0	0	0	0	0
Asian	53	53	100.00	0.00	56.60
Black or African American	--	--	--	--	--
Filipino	18	18	100.00	0.00	22.22
Hispanic or Latino	290	289	99.66	0.34	13.84
Native Hawaiian or Pacific Islander	--	--	--	--	--
Two or More Races	--	--	--	--	--
White	--	--	--	--	--
English Learners	122	122	100.00	0.00	3.28
Foster Youth	--	--	--	--	--
Homeless	--	--	--	--	--
Military	0	0	0	0	0
Socioeconomically Disadvantaged	302	302	100.00	0.00	17.55
Students Receiving Migrant Education Services	--	--	--	--	--
Students with Disabilities	61	60	98.36	1.64	3.33

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CAASPP Test Results in Science for All Students

This table displays the percentage of all students grades five, eight, and High School meeting or exceeding the State Standard.

Science test results include the CAST and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the CAST plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

Subject	School 2021-22	School 2022-23	District 2021-22	District 2022-23	State 2021-22	State 2022-23
Science (grades 5, 8 and high school)	18.63	10.16	17.41	16.26	29.47	30.29

2022-23 CAASPP Test Results in Science by Student Group

This table displays CAASPP test results in Science by student group for students grades five, eight, and High School. Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
All Students	132	132	100.00	0.00	10.61
Female	67	67	100.00	0.00	8.96
Male	65	65	100.00	0.00	12.31
American Indian or Alaska Native	0	0	0	0	0
Asian	22	22	100.00	0.00	22.73
Black or African American	--	--	--	--	--
Filipino	--	--	--	--	--
Hispanic or Latino	100	100	100.00	0.00	8.00
Native Hawaiian or Pacific Islander	0	0	0	0	0
Two or More Races	--	--	--	--	--
White	0	0	0	0	0
English Learners	40	40	100.00	0.00	0.00
Foster Youth	0	0	0	0	0
Homeless	--	--	--	--	--
Military	0	0	0	0	0
Socioeconomically Disadvantaged	104	104	100.00	0.00	9.62
Students Receiving Migrant Education Services	--	--	--	--	--
Students with Disabilities	22	22	100.00	0.00	4.55

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B. Pupil Outcomes

State Priority: Other Pupil Outcomes

The SARC provides the following information relevant to the State priority: Other Pupil Outcomes (Priority 8): Pupil outcomes in the subject area of physical education.

2022-23 California Physical Fitness Test Results

This table displays the percentage of students participating in each of the five fitness components of the California Physical Fitness Test Results. The administration of the PFT during 2021-22 and 2022-23 school years, only participation results are required for these five fitness areas. Percentages are not calculated and double dashes (--) appear in the table when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Grade Level	Component 1: Aerobic Capacity	Component 2: Abdominal Strength and Endurance	Component 3: Trunk Extensor and Strength and Flexibility	Component 4: Upper Body Strength and Endurance	Component 5: Flexibility
Grade 7	90.60%	91.30%	91.30%	90.60%	91.30%

C. Engagement

State Priority: Parental Involvement

The SARC provides the following information relevant to the State priority: Parental Involvement (Priority 3): Efforts the school district makes to seek parent input in making decisions regarding the school district and at each school site.

2023-24 Opportunities for Parental Involvement

Renaissance values and includes all stakeholders in all facets of the educational process. To facilitate parent involvement in the student's academic success, each student is assigned to an advisory teacher. Advisory teachers closely monitor and support student performance and learning plans and maintain close communication with parents. One example includes Learner-led Conferences. Each student facilitates three Learner-led Conferences a school year with his/her parent(s) and advisory teacher. At these conferences, the student presents what he/she has learned, a portfolio of their work, their goals, and challenges. Not only is the School Accountability Report Card available on the district's website, but pertinent school information, including results of the school evaluation process, school data, and school programs are also sent to parents in weekly community announcement emails, which are written in English and Spanish.

Parent and community participation are essential to student achievement. When enrolling their child at Renaissance the parents sign a Compact for Education. This compact indicates each parent's commitment to remain actively involved in their child's education. Renaissance provides a number of parent and community involvement opportunities which include but are not limited to parent-child lunches, parent cafes, student exhibition events, and community service events. Renaissance has an active Parent Teacher Organization (PTO) that coordinates fundraisers and community and social events. Please contact the Renaissance principal at (408) 928-1950 if you have any questions regarding parent involvement at Renaissance.

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2022-23 Chronic Absenteeism by Student Group

Student Group	Cumulative Enrollment	Chronic Absenteeism Eligible Enrollment	Chronic Absenteeism Count	Chronic Absenteeism Rate
All Students	394	386	80	20.7
Female	183	178	33	18.5
Male	211	208	47	22.6
Non-Binary	0	0	0	0.0
American Indian or Alaska Native	0	0	0	0.0
Asian	56	55	3	5.5
Black or African American	3	3	1	33.3
Filipino	19	19	2	10.5
Hispanic or Latino	311	304	72	23.7
Native Hawaiian or Pacific Islander	2	2	1	50.0
Two or More Races	2	2	1	50.0
White	1	1	0	0.0
English Learners	144	139	34	24.5
Foster Youth	3	3	2	66.7
Homeless	6	6	3	50.0
Socioeconomically Disadvantaged	322	315	69	21.9
Students Receiving Migrant Education Services	1	1	1	100.0
Students with Disabilities	69	68	22	32.4

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C. Engagement

State Priority: School Climate

The SARC provides the following information relevant to the State priority: School Climate (Priority 6):

- Pupil suspension rates;
- Pupil expulsion rates; and
- Other local measures on the sense of safety

Suspensions and Expulsions

This table displays suspensions and expulsions data.

Rate	School 2020-21	School 2021-22	School 2022-23	District 2020-21	District 2021-22	District 2022-23	State 2020-21	State 2021-22	State 2022-23
Suspensions	0.00	2.81	7.11	0.02	2.44	2.82	0.20	3.17	3.60
Expulsions	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.07	0.08

2022-23 Suspensions and Expulsions by Student Group

Student Group	Suspensions Rate	Expulsions Rate
All Students	7.11	0
Female	4.37	0
Male	9.48	0
Non-Binary		
American Indian or Alaska Native	0	0
Asian	5.36	0
Black or African American	0	0
Filipino	0	0
Hispanic or Latino	7.72	0
Native Hawaiian or Pacific Islander	0	0
Two or More Races	0	0
White	0	0
English Learners	7.64	0
Foster Youth	0	0
Homeless	0	0
Socioeconomically Disadvantaged	7.76	0
Students Receiving Migrant Education Services	0	0
Students with Disabilities	11.59	0

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2023-24 School Safety Plan

The Renaissance community works hard to ensure all students are safe. Renaissance has a very detailed, comprehensive safety plan that outlines protocols, systems, and procedures in the event of any/all emergencies. The plan also contains the yearly safety goals determined by the students, staff, and parents. The Renaissance Safety Committee develops the Safety Plan. The Safety Plan is presented to the School Site Council and then sent to the Alum Rock School District Board of Trustees for approval. The Safety Plan and drill procedures are reviewed during the year with all staff. Safety alerts are shared with all staff as needed throughout the school year. In addition, all required drills are calendared and completed, and the results are shared with the staff. When guests are visiting Renaissance they first check in at the office and are required to wear a visitor pass while spending time on campus. The Renaissance staff follows a campus supervision schedule to ensure that students are well supervised before school, during brunch, lunch, and dismissal. The Renaissance Safety Plan has a comprehensive, enforceable, continuous behavior policy, rules and regulations, dress code policy, protocols for safety/emergency drills, tardy policy, attendance policy, referral policy, and nondiscriminatory policy on student rights and responsibilities. The Safety Plan is revised bi-annually.

2020-21 Secondary Average Class Size and Class Size Distribution

This table displays the 2020-21 average class size and class size distribution. The columns titled "Number of Classes" indicates how many classes fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.

Subject	Average Class Size	Number of Classes with 1-22 Students	Number of Classes with 23-32 Students	Number of Classes with 33+ Students
English Language Arts	44	3		6
Mathematics	55	1		6
Science	69	1		6
Social Science	55	1		6

2021-22 Secondary Average Class Size and Class Size Distribution

This table displays the 2021-22 average class size and class size distribution. The columns titled "Number of Classes" indicates how many classes fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.

Subject	Average Class Size	Number of Classes with 1-22 Students	Number of Classes with 23-32 Students	Number of Classes with 33+ Students
English Language Arts	17	5	4	
Mathematics	21	5	9	
Science	22	2	5	
Social Science	24	3	8	1

2022-23 Secondary Average Class Size and Class Size Distribution

This table displays the 2022-23 average class size and class size distribution. The columns titled "Number of Classes" indicates how many classes fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.

Subject	Average Class Size	Number of Classes with 1-22 Students	Number of Classes with 23-32 Students	Number of Classes with 33+ Students
English Language Arts	14	7	4	0
Mathematics	24	3	6	2
Science	24	2	2	2
Social Science	25	2	8	0

2022-23 Ratio of Pupils to Academic Counselor

This table displays the ratio of pupils to Academic Counselor. One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Title	Ratio
Pupils to Academic Counselor	732

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2022-23 Student Support Services Staff

This table displays the number of FTE support staff assigned to this school. One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Title	Number of FTE Assigned to School
Counselor (Academic, Social/Behavioral or Career Development)	0.5
Library Media Teacher (Librarian)	
Library Media Services Staff (Paraprofessional)	
Psychologist	
Social Worker	
Nurse	
Speech/Language/Hearing Specialist	
Resource Specialist (non-teaching)	
Other	1

Fiscal Year 2021-22 Expenditures Per Pupil and School Site Teacher Salaries

This table displays the 2021-22 expenditures per pupil and average teacher salary for this school. Cells with N/A values do not require data.

Level	Total Expenditures Per Pupil	Expenditures Per Pupil (Restricted)	Expenditures Per Pupil (Unrestricted)	Average Teacher Salary
School Site	$15,689.90	$10,964.34	$5,869.20	$81,452.65
District	N/A	N/A	$7,216.32	$94,380
Percent Difference - School Site and District	N/A	N/A	-20.6	-14.7
State	N/A	N/A	$7,607	$89,574
Percent Difference - School Site and State	N/A	N/A	-25.8	-9.5

SAMPLE

Fiscal Year 2022-23 Types of Services Funded

Services provided by the regular program to enable underperforming students to meet standards:

- Staff development is provided in differentiated instructional practices in the areas of language arts and math.
- Teachers identify at-risk or low-performing students and provide in-class intervention.
- The after-school intervention program provides additional instruction to students falling below standards-based benchmark proficiency in the areas of reading, writing, and math.

Additional services to enable underperforming students to meet standards:

- Teachers and principals meet to analyze and assess student data to determine if English language learners are meeting standards.
- English learners receive designated English Language Development (ELD) instruction and support.
- English learners receive integrated ELD support in content area classes.
- Staff development is provided to improve instruction in language arts and writing.
- Intervention programs for at-risk students are in place.
- Students below grade-level proficiency are provided with homework assistance and small group tutoring during our after-school program.
- Teachers use resources, materials, and supplies to prepare and facilitate lessons that challenge students to meet and exceed proficiency.
- Intentional and ongoing collaboration and articulation between the resource specialist teachers and general education teachers to provide targeted support and individualized instruction to students receiving special education services.

SAMPLE

Fiscal Year 2021-22 Teacher and Administrative Salaries

This table displays the 2021-22 Teacher and Administrative salaries. For detailed information on salaries, see the CDE Certification Salaries & Benefits web page at http://www.cde.ca.gov/ds/fd/cs/.

Category	District Amount	State Average for Districts in Same Category
Beginning Teacher Salary	$61,121	$54,215
Mid-Range Teacher Salary	$95,155	$86,843
Highest Teacher Salary	$114,262	$111,440
Average Principal Salary (Elementary)	$125,741	$140,851
Average Principal Salary (Middle)	$0	$147,065
Average Principal Salary (High)	$0	$142,189
Superintendent Salary	$225,646	$252,466
Percent of Budget for Teacher Salaries	32.82%	33.16%
Percent of Budget for Administrative Salaries	6.18%	5.15%

Professional Development

Renaissance values and prioritizes professional development. Over the course of the school year, teachers participate in a variety of professional development initiatives. This includes professional development related to social-emotional learning, grading for equity, supporting English learners, and integrating technology into the classroom. Teachers have opportunities to participate in this learning before and throughout the school year. In addition, Renaissance teachers collaborate regularly over the course of the school year. This includes weekly grade-level and monthly content area collaboration. The Renaissance administrators are intentional about spending time in classrooms and providing teachers with feedback and support.

This table displays the number of school days dedicated to staff development and continuous improvement.

Subject	2021-22	2022-23	2023-24
Number of school days dedicated to Staff Development and Continuous Improvement	2	2	2

SAMPLE

6.02

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 29, 2024

Subject: **Mid-year Report on the Annual update to the 2023/24 LCAP and Budget Overview for Parents**

Staff Analysis: Senate Bill 114 requires LEAs to present an update on the annual update to the Local Control and Accountability Plan (LCAP) and Budget Overview for Parents (BOP) on or before February 28 each at a regularly scheduled meeting of the governing board or body of the LEA.
The report must include the following:

- All available midyear outcome data related to metrics identified in the current LCAP; and,
- All available midyear expenditure and implementation data on all actions identified in the current LCAP.

Recommendation: Information Only

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

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

To the Board of Trustees: Meeting: February 8, 2024
Regular Board Meeting

Recommend Approval

6.02
Agenda Placement

HBauer
Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

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

6.03

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: January 29, 2024

Subject: **Supplemental Support Programs in Alum Rock**

Staff Analysis: Staff will present information on how the district's Foster Youth, McKinney Vento and Migrant Ed programming provides supplemental support to students in need of resources and services.

Recommendation: **Information Only**

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

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

To the Board of Trustees: Meeting: February 8, 2024
Regular Board Meeting

Recommend Approval

6.03
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by:_____ Seconded by:_____

Approved: _____ Not Approved: _____ Tabled:_____

Supplemental Support Programs

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

State and Federal Programs
School-Linked Services
Student Services

Alum Rock BIG PICTURE

Foster Youth - 41

Unhoused Youth- 192

Migrant Education - 28

There has been a 200%+ increase in unhoused youth since the beginning of the pandemic



The McKinney-Vento Homeless Assistance Act authorizes the federal Education for Homeless Children and Youth (EHCY) Program and is the primary piece of federal legislation that ensures the educational rights and protections of children and youth experiencing homelessness.

McKinney Vento Criteria

The McKinney-Vento Act defines unhoused (homeless) children and youth as individuals who lack a fixed, regular, and adequate nighttime residence. This definition also includes:

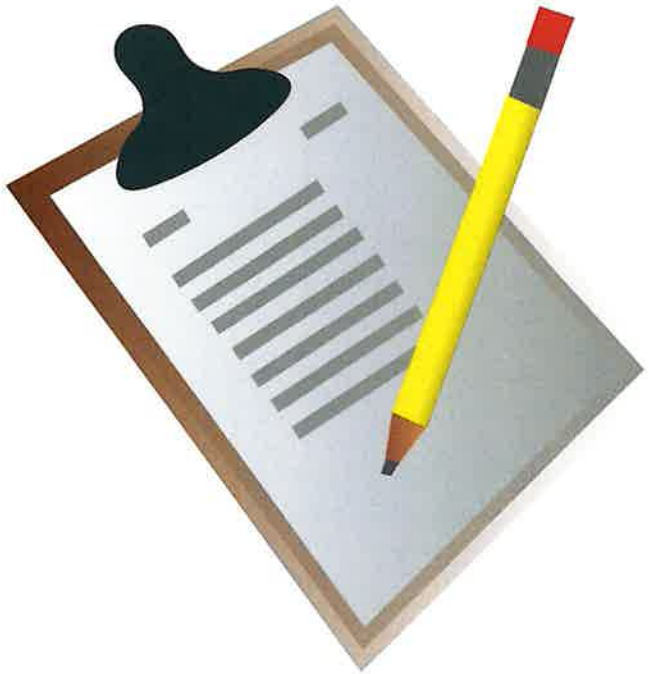
- Children and youth who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason
- Children and youth who may be living in motels, hotels, trailer parks, shelters
- Children and youth who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings
- Children and youth who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings, or
- Migratory children who qualify as homeless because they are children who are living in similar circumstances listed above

n

Examples of Homelessness

Children and youth living in:

- Motels or hotels or weekly rate housing
- Public or private places not designed for sleeping
- Trailer parks or campgrounds
- Cars, parks, and abandoned buildings
- Shelters (family, domestic violence, youth shelter or transitional living program
- Emergency or transitional shelters
- Shared housing due to economic hardship
- With friends or family because you are a runaway or an unaccompanied youth



01

Qualification process

How are students identified?

McKinney Vento

- Parents state living situation during enrollment process
- Parent is walked over to Student Services Director, Coordinator, SLS Supervisor or referred to Quadrant SLS Supervisor to complete MV affidavit.
- Enrolled students can self refer.
- School site staff can refer to SLS coordinators

Foster Youth

- The district is notified of new FY students via the Foster Vision Platform
- Student Services department notifies State & Federal when FY students are transferred from one district to another.
- The SCCOE Foster Youth Manager notifies the district of new FY students
- The State and Federal Department notifies the site principal with student info and social worker information.

Migrant

- Families fill out eligibility form
- The Migrant Ed recruiter reaches out to the families to fill out eligibility questionnaire.
- Eligibility / Requirements:
  -students under age 22
  -families that have moved within the last 36 months due to economic reasons from one district to another.
  -families-working in agriculture milk production and fishing-seasonally & temporarily



02
Services provided

State and Federal Programs

- Transportation vouchers
- Uniforms
- School supplies
- Backpacks
- Tutoring
- Counseling
- Priority registration for ASES programs

School Linked Services

Who are we? What is our role?

Mariela Palomo
McKinney Vento/School Counselor



Kristin Walker
Foster Youth/School Counselor



SLS Coordinators









03 Distribution Events

Thanksgiving Distribution Event







- 72 students and families attended
- Second Harvest Food Bank served 323 individuals with food

Holiday Distribution Event









Sponsors

- ARUSD Management
- TTM Technologies
- Telemundo
- The City Peace Project

- 207 Students Served
- 57 Sponsors

Future distribution events:

February 15th-TBD At 2:30pm
April 4th-TBD At 2:30pm
May 23rd-TBD At 2:30pm



04

Next Steps

1. Work on ways to expand our support to students that aren't necessarily McKinney Vento or FY but are low income and in need of resources

2. Collaborate with SC County Housing Authority to investigate more opportunities for supporting our students living in subsidized housing

3. Revising our enrollment form to identify unhoused students and/or students at risk of becoming unhoused

4. Connect with community members that showed interest in supporting our distribution events

5. More training for staff by SCCOE and other entities

Thanks!



6.04

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 BL Title: Director of State and Federal Programs

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

To the Board of Trustees: Meeting: February 8, 2024
Regular Board Meeting

Recommend Approval

6.04
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: February 8, 2024**

School	Field Trip Event	City, and County	Date	Grade	# of classes	Budget (coding)	Purpose: (academic standard the trip supports)
Renaissance @ Fischer	CA Academy of Science	San Francisco	02/09/2024	6th	4	060-3010-0-5808-00-1110-1000-000000-290-1190 060-9010-0-5835-00-1110-1000-000000-290-2110	Engage students in interactive learning experiences about biodiversity, eco-systems and natural history.
San Antonio	**Walden West Science Camp**	**Saratoga**	**3/5/2024-3/8/2024**	**4th/5th**	**3**	**060-3010-0-5815-00-1110-1000-000000-240-1190 060-3010-0-5720-00-1110-1000-000000-240-1190**	**To learn about our environment and how to be better at conserving water, food, electricity.**
Linda Vista	**Outdoor Science School YMCA Camp Campbell**	**Boulder Creek**	**03/19/2024 – 03/22/2024**	**5th**	**3**	**060-9010-0-5815-00-1110-1000-000000-020-2110 060-3010-0-5835-00-1110-1000-000000-020-1190**	**To challenge students to think critically about scientific concepts relating to the ecosystem.**
Ocala	**Sonoma State Chico State Sacramento State**	**Tour**	**04/29/24 – 04/30/24**	**6th, 7th, 8th**	**3**	**010-0000-0-5815-00-1110-1000-000000-260-5001**	**Students will learn about admissions and graduation requirement of 3 different universities and go on guided campus tours.**
Aptitud	Alcatraz	San Francisco	05/29/2024	7th	2	060-3010-0-5808-00-1110-1000-000000-120-1190 060-3010-0-5835-00-1110-1000-000000-120-1190	To see a CA Historical Landmark – Federal Prison. Learn the history and use of Alcatraz Prison over the decades.

Alum Rock Union Elementary School District

Field Trip Information Sheet

School	Field Trip Event	City, and County	Date	Grade	# of classes	Budget (coding)	Purpose: (academic standard the trip supports)
Adelante 2	**Walden West Science Camp**	**Saratoga**	**03/05/2024-03/08/2024**	**Th**	**2**	**060-3010-0-5815-00-1110-1000-000000-285-1190 088-8210-0-5815-00-1110-4000-000000-285-0502 060-3010-0-5835-00-1110-1000-000000-285-1190**	**Science Camp that connects to class lessons and curriculum. Reinforce concepts taught in class in regards to physical, earth and life science.**

7.01

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:
Information Only
7.01
Agenda Placement

Meeting :
February 8, 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-
HUMAN RESOURCES DEPARTMENT
MEETING OF THE BOARD OF TRUSTEES

February 8, 2023

CERTIFICATED RESIGNATIONS:

I. Resignation:

1.	Aguayo, Araceli	5/Aptitud Comm at Goss Academy	01/19/2024
2.	Carder, Michael	RSP/Sheppard Middle School	06/07/2024
3.	Derby, Madelaine	Language Arts/Renaissance Academy I	06/07/2024
4.	Donnelly, Madison	RSP/Renaissance Academy I	06/07/2024
5.	Flores, Matthew	RSP/George Middle School	06/06/2024
6.	Hawkins, Zane	RSP/Sheppard Middle School	06/07/2024
7.	Howard, Matthew	P.E./Aptitud Community at Goss	06/07/2024
8.	Morales, Elizabeth	K/Adelante Academy II	06/07/2024
9.	Red, Anabelle	SDC/Cassell Elementary	06/07/2024
10.	Unwin, Julie	SDC/Russo/McEntee Academy	06/07/2024
11.	Wong, Cassandra	Speech Therapist/Special Education Dept.	06/07/2024

HUMAN RESOURCES DEPARTMENT
MEETING OF THE BOARD OF TRUSTEES

February 8, 2024

CLASSIFIED RESIGNATIONS:

I. **Resignations:**

1.	Aguilera, Hilda	Bus Monitor & Campus Paraeducator/ Adelante II & Special Education Department	01/25/2024
2.	Carlos-Ortiz, Evangelina	Paraeducator 9.5mo/Linda Vista	01/29/2024

7.02

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 Resolution No. 34-23/24 Reducing/Laying Off Classified Employee Services.**

Staff Analysis:

Given the current state of the District's budget and due to a lack of work and/or funds, the District is forced to consider the elimination of certain services now being provided by classified employees.

Education Code Section 45114, 45117, 45298, and 45308 set forth the process and procedure that school districts must follow in order to layoff or reduce classified employees for lack of work and/or lack of funds. This procedure requires a board resolution to reduce/layoff classified positions and provided employees with notice no later than March 15th.

Recommended Action:
District administration is recommending that the Board of Trustees approve Resolution No. 34-23/24.

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

Submitted by: _____ Title: _____

To the Board of Trustees:
Recommend Approval

Meeting: February 8, 2024
Regular Board Meeting

7.02
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
2930 Gay Avenue, San José, CA 95127 · Phone: 408-928-6800 · Fax: 408-928-6416 · www.arusd.org

RESOLUTION OF THE ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT REGARDING REDUCTION OR ELIMINATION OF SERVICES

RESOLUTION NO. 34-23/24

WHEREAS, the Superintendent of the Alum Rock Union Elementary School District ("District") has recommended to the District's Governing Board ("Board") that the District eliminate the following classified position no later than the beginning of the 2024-25 school year due to lack of work and/or lack of funds;

WHEREAS, Sections 45114, 45117, 45298, and 45308 of the California Education Code authorize the Governing Board to eliminate the service of classified positions due to lack of work and/or lack of funds;

WHEREAS, the Governing Board has determined that as a result of lack of funds and/or lack of work the following .5 full-time equivalent (FTE) classified position listed below shall be eliminated.

CLASSIFICATION	NUMBER OF FTE
Paraeducator (K-5th)	8.75

NOW THEREFORE BE IT RESOLVED that the District Superintendent or her designee shall send appropriate notices to all employees affected by the above-listed reduction and elimination of classified services in accordance with the provisions of the California Education Code and shall afford the employees all rights to which they are entitled under the law and the applicable Collective Bargaining Agreement.

ADOPTED by the Alum Rock Union Elementary School District Board of Trustees on February 8, 2024.

By the following vote:

AYES: _____
NOES: _____
ABSENT: _____
ABSTENTIONS: _____

_____
Andrea Flores Shelton, Clerk of the Board

Hilaria Bauer, Ph.D., Superintendent

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

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: December 11, 2023

Subject: **Maxim Healthcare Staffing**

Staff Analysis: Maxim Healthcare Staffing will provide Behavior Tech's to assist Alum Rock District students at various sites. Services will take place on days school is in session and during the summer program. This is due to the lack of Para II applicants. We currently have 41 open para positions.

Recommendation: Staff recommends that the Board of Trustees approve the contract increase with Maxim Healthcare Staffing in the amount of $1,000,000 for the 2023-2024 school year. Total contracted amount $2,074,400.

Submitted by: Anthony Colonna Title: Director, Special Education Department

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

To the Board of Trustees: Meeting: February 8, 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: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

PURCHASE ORDER / CONTRACT CHARGE ORDER (POCO)

P.O. No. _____ Contract No. 247015 Contract Original Amount: $700,000

Vendor Name: Maxim Healthcare Staffing Vendor No. 300165

Please check:

_____ Cancel P.O. / Contract
_____ Change Item No.: _____
✓ Increase Amount Line Item No.: 1
_____ Decrease Amount Line Item No.: _____
_____ Add Line No.: _____
_____ Delete Line No.: _____
_____ Add/Change object code to: _____
_____ Add Freight: $_____
_____ Add Tax: _____%
_____ Disencumber
_____ Add/Change Prog. No. to: _____
_____ Other _____

CONTRACTS ONLY

Change Orders:

Contracts Original Amount	$700,000
Change Order #: 1	$+374,400
Change Order #: 2	$1,000,000
Change Order #: _____	$_____
New Contract Total (including Change Orders)	$2,074,400

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	PRG. TITLE	BUS. OFC
080	6546	0	5815	00	5750	1190	000000	380	6546	1,000,000		
	0000	0		00			000000					

Reason for Adjustment:
We are adding additional Behavior Techs to this contract due to lack of applicants for Para II positions. We currently have 41 open para positions.

School/Dept.: Special Education Requested by: Anthony Colonna

Approval: _____ (for Contracts Only) Assistant Superintendent of Business Services

_____ 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.)

Rev. 011/19

PUR-101

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

8.02

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

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

Subject: **Maxim Healthcare Staffing**

Staff Analysis: Maxim Healthcare Staffing (San Jose) will provide Behavior Tech's to assist Alum Rock District students at various sites. Services will take place on days school is in session and during the summer program. This is due to the lack of Para II applicants. We currently have 41 open para positions.

Recommendation: Staff recommends that the Board of Trustees approve the contract increase with Maxim Healthcare Staffing in the amount of $700,000 for the 2023-2024 school year. Total contracted amount $1,000,000.

Submitted by: Anthony Colonna Title: Director, Special Education Department

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

To the Board of Trustees:

Recommend Approval

8.02
Agenda Placement

Meeting: February 8, 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

PURCHASE ORDER / CONTRACT CHARGE ORDER (POCO)

P.O. No. _____ Contract No. 247136 Contract Original Amount: $300,000

Vendor Name: Maxim Healthcare Staffing Vendor No. 300165

Please check:

_____ Cancel P.O. / Contract
_____ Change Item No.: _____
✓ Increase Amount Line Item No.: 1
_____ Decrease Amount Line Item No.: _____
_____ Add Line No.: _____
_____ Delete Line No.: _____
_____ Add/Change object code to: _____
_____ Add Freight: $_____
_____ Add Tax: _____%
_____ Disencumber
_____ Add/Change Prog. No. to: _____
_____ Other _____

CONTRACTS ONLY

Change Orders:	
Contracts Original Amount	$300,000
Change Order #: 1	$+700,000
Change Order #: _____	$_____
Change Order #: _____	$_____
New Contract Total (including Change Orders)	$1,000,000

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	PRG. TITLE	BUS. OFC
080	6546	0	5815	00	5750	1190	000000	380	6546	700,000		1/19/24
	0000	0		00			000000					1/19/24

Reason for Adjustment:
We are adding additional Behavior Techs to this contract due to lack of applicants for Para II positions. We currently have 41 open para positions.

School/Dept.: Special Education Requested by: Anthony Colonna

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.)

9.01

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

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

- December 14, 2023, Organizational & Regular Board Meeting
- January 11, 2024, Special Board Meeting

Approval

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

To the Board of Trustees: Meeting: February 8, 2024
Regular Board Meeting

Recommend Approval

9.01
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: Seconded by:

Approved: Not Approved: Tabled:

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

MINUTES OF ANNUAL ORGANIZATIONAL AND REGULAR MEETING OF THE BOARD OF TRUSTEES
of the Alum Rock Union School District
Held on Thursday, December 14, 2023, 5:30 p.m. at the Alum Rock Union School Board Members and Superintendent participated at 2930 Gay Avenue San Jose, CA 95127
Meeting #10-23/24

1. OPEN SESSION

1.01 Call to Order/Roll Call/Pledge of Allegiance

President Minh Pham welcomed everyone in theence. President Minh Pham called the Board Meeting to order at 5:30 pm, followed by Roll Call.

Board Members Present:

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

Administrative and Support Staff Members Present:

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

1. OPEN SESSION *(continued)*

1.01 Call to order/Roll Call/Pledge of Allegiance

President Minh Pham said there was a quorum.

1.02 Annual Organizational Meeting, Nomination And Election of Board President.

Clerk Andrés Quintero nominated Vice-President Corina Herrera-Loera. Second by Member Andrea Flores Shelton.

MOTION #01-10 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

1.03 Annual Organizational Meeting, Nomination And Election of Board Vice-President.

Member Minh Pham nominated Clerk Andrés Quintero.

MOTION #02-10 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

1.04 Annual Organizational Meeting, Nomination And Election of Board Clerk.

Vice President Andrés Quintero nominated Member Minh Pham.

MOTION #03-10 carried* with a *vote of 2 in favor; three opposition (Member Andrea Flores Shelton, President Corina Herrera-Loera and Member Linda Chavez); no absent; and no abstention.

President Corina Herrera-Loera nominated Member Andrea Flores Shelton.

MOTION #05-10 carried* with a *vote of 4 in favor; one opposition (Member Minh Pham); no absent; and no abstention.

1.05 Approve And Appoint The Superintendent As The Secretary Of the Board.

MOTION #06-10 by Member Andrea Flores Shelton to approve the agenda with the modification. MOTION #01-09 was seconded by Vice-President Corina Herrera-Loera.

1. OPEN SESSION *(continued)*

1.02 Discussion And/Or Modification(s) of the Agenda

Clerk Andrea Flores Shelton asked to move item 4.03 to the consent calendar.

Vice-President Andrés Quintero move item 5.01 and 6.02 before 3.01.

Public Comment:

1) Alan Daurie from Teamsters said MACSA is unsafe. He said he hopes the district would have it demolished.

2. Public Members Who Wish To Address The Board

2.01 Requests to Address the Board

Public Comment:

1) Female Speaker – To consider new training and coaching for new teachers.

2) Joel Herrera- Lupita Gutierrez's unfair termination.

5. Bonds

5.01 Approval of Phase II Contract with Education Housing Partners (EHP) for Entitlements and MACSA Building Demolition.

Assistant Superintendent Chheng and Director of Bonds Marc Freitas gave an overview of the MASCA Building Demolition.

Public Comment:

1) Manny Diaz asked that the contract be pulled.

MOTION #07-10 by Member Linda Chavez to approve Action Item 5.01 as presented. MOTION #07-10 was seconded by Clerk Andrea Flores Shelton.

MOTION #07-10 carried* with a *vote of 4 in favor; one opposition (Vice-President Andrés Quintero); no absent; and no abstention

6. Business Services

6.02 Approve the Second Amendment for Dannis Woliver Kelly (DWK) Agreement for Legal Services.

MOTION #08-10 by Member Linda Chavez to approve Action Item 6.02 as presented. MOTION #08-10 was seconded by Clerk Andrea Flores Shelton.

Public Comment:

1) Sandra Rivera said the contract for DWK was not clear they will be helping with Human Resources.

Member Minh Pham asked for the motion to be amended to include limiting the jurisdiction to be in support of Human Resources Management Classified Employees.

Vice-President Andrés Quintero said he wanted to add a substitute motion.

MOTION #09-10 by Vice-President Andrés Quintero to provide representation to the district classified employees labor employment issues and that the Board amends this in a six-month period to allow Rehon & Roberts to wrappingng up their work. MOTION #09-10 was seconded by Member Minh Pham.

AMENDED MOTION #10-10 by Vice-President Andrés Quintero now withstanding with the agreement representation to the district by labor employment, personal issues, and analysis of cost. MOTION #09-10 was seconded by Member Linda Chavez.

MOTION #07-10 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention

3. Comments and Communications

3.01 Alum Rock Administrator's Association (ARAA)

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

3.02 Teamsters

Business Representative Alan Daurie said the district has a good Board and Superintendent. He wished everyone a Happy Holiday.

3. Comments and Communications

3.03 California School Employee's Association (CSEA)

There was no representative for CSEA.

3.04 Alum Rock Educator's Association (AREA)

AREA President Sandra Rivera thanked Member Minh Pham for his leadership. She mentioned she visited some school sites. She spoke about a couple of issues that need to be addressed at the school site. She asked that when the Board goes into Closed Session they speak about what is the best way to support teachers.

3.05 Superintendent

Superintendent Bauer wished everyone a Happy and safe Holiday. She thanked the staff at Alum Rock for all that they do for the district.

3.06 Board of Trustees/Communications/Comments

Vice-President Andrés Quintero said he had the privilege of attending Ocala's afterschool showcase.

Member Minh Pham said he visited a couple of school sites. He spoke about some events he attended.

Clerk Andrea Flores Shelton wished everyone a Happy Holiday. She mentioned that she had attended the CSBA AEC Annual Conference.

Member Linda Chavez mentioned that she gave a donation to Lydale Elementary.

President Corina Herrera-Loera said she attended CSBA AEC Annual Conference. She said she was glad to be a part of the Board. She mentioned that she was excited for the the next coming year.

4. Superintendent/Board Business

4.01 Approve Proposed Board Meeting Calendar for 2024. The Board will discuss and determine the proposed schedule for the Regular Board Meetings for the calendar year from January through December 2024. Proposed dates include: January 18; February 08; March 14; April 11; May 9; June 13 and June 27; July 18; August 8; September 12; October 10; November 14; and December 12.

MOTION #11-10 by Vice-President Andrés Quintero to approve Action Item 4.01 as presented. MOTION #11-10 was seconded by Clerk Andrea Flores Shelton.

Public Comment:

1) Sandra Rivera asked if the April meeting could be adjusted. She said the meeting that is proposed falls on the week of Spring break for students.

AMENDED MOTION #12-10 by Vice-President Andrés Quintero to adopt the proposed dates and change the April meeting date to the 4th. MOTION #12-10 was seconded by Clerk Andrea Flores Shelton.

MOTION #12-10 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention

4.02 Waive Second-Reading Requirement (per Board Bylaw 9310) and Approve Amended Board Bylaw 9270 Conflict of Interest Code and Resolution No. 22-23/24 Biennial Notice Second Reading and Adoption.

MOTION #13-10 by Vice-President Andrés Quintero to approve Action Item 4.02 as presented. MOTION #13-10 was seconded by Clerk Andrea Flores Shelton.

MOTION #13-10 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention

4.04 Discuss the process for the Board Self-Evaluation 2024.

Public Comment:

1) Female Speaker- she feels the Board Self-Evaluation is very important.

President Corina Herrera-Loera said the Board Governance Handbook needs to be updated. She would like the Board Self Evaluation to be done either January or February of this year.

Member Linda Chavez would like to have the current mandates reviewed during the Board Self-Evaluation.

4. Superintendent/Board Business *(continued)*

4.05 Update on RFP Affordable Housing Developers.

Counsel Clarissa Canady from DWK provided an update regarding the RFP Affordable Housing.

4.06 Board-Created Committees. Creation/Dissolution of, and/or appointment to, Board-Created committees, as per Board Bylaw 9130.

Vice-President Andrés Quintero said he wanted to remain being the Chair of the Workforce Housing Committee.

Clerk Andrea Flores Shelton proposed to have a Community Engagement Committee.

Member Linda Chavez said she wanted to continue to be part of the Budget and Curriculum Committee.

Clerk Andrea Flores Shelton asked to combine both Safety & Wellness and Cirriculum.

President Corina Herrera-Loera said she wanted to continue to Co-Chair the Workforce Housing Committee.

Public Comment:

1) Teacher- She thought both Safety & Wellness and Cirriculum would overlap each other in order for the communities to work together.

MOTION #14-10 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention

4.07 Approval to Appoint the Board Representative for the County Committee Election for 2024. The California Education Code requires that the Governing Board of each school district, at its annual initial meeting, select one of its annual initial meeting, select one of its members of the County Committee on School District Organization.

Member Linda Chavez asked to be the representative.

Member Minh Pham asked to be the representative.

Votes for Member Linda Chavez

MOTION #15-10 carried* with a *vote of 1 in favor; four opposition (Vice-President Andrés Quintero, President Corina Herrera-Loera, Clerk Andrea Flores Shelton and Member Minh Pham); no absent; and no abstention

4. Superintendent/Board Business *(continued)*

Votes for Member Minh Pham

MOTION #16-10 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention

5. Bonds

5.01 Approval of Phase II Contract with Education Housing Partners (EHP) for Entitlements and MACSA Building Demolition.

MOTION #16-10 by Member Linda Chavez to approve Action Item 5.01 as presented. MOTION #16-10 was seconded by Clerk Andrea Flores Shelton.

MOTION #16-10 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention

6. Business Services

6.01 Approve 2023-24 First Interim Report

Assistant Superintendent Chheng gave a presentation on 2023-24 First Interim Report.

MOTION #17-10 by Clerk Andrea Flores Shelton to approve Action Item 6.01 as presented. MOTION #17-10 was seconded by Vice-President Andrés Quintero.

MOTION #17-10 carried* with a *vote of 4 in favor; one opposition (Member Linda Chavez); no absent; and no abstention

7. Instructional Services

7.01 Approve Local Control Accountability Plan (LCAP) Timeline.

MOTION #18-10 by Member Linda Chavez to approve Action Item 7.01 as presented. MOTION #18-10 was seconded by Vice-President Andrés Quintero.

MOTION #18-10 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention

7. **Instructional Services** *(continued)*

7.02 Approve English Language Learners Reclassification Criteria.

MOTION #19-10 by Vice-President Andrés Quintero to approve Action Item 7.02 as presented. MOTION #19-10 was seconded by Member Linda Chavez.

MOTION #19-10 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention

7.03 Approve School Sponsored Field Trip List.

MOTION #20-10 by Member Linda Chavez to approve Action Item 7.03 as presented. MOTION #20-10 was seconded by Vice-President Andrés Quintero.

MOTION #20-10 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention

8. **Human Resources**

8.01 Resignations

This item is for information only.

8.02 Approve Revised Job Description – PARAEDUCATOR-SPECIAL EDUCATION II.

MOTION #21-10 by Vice-President Andrés Quintero to approve Action Item 8.02 as presented. MOTION #21-10 was seconded by Member Linda Chavez.

MOTION #21-10 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention

8.03 Approve Revised Job Description – SENIOR ACCOUNTANT

MOTION #22-10 by Member Linda Chavez to approve Action Item 8.03 as presented. MOTION #22-10 was seconded by Clerk Andrea Flores Shelton.

MOTION #22-10 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention

8. Human Resources *(continued)*

8.04 Approve Revised Job Description – TRANSLATOR TECHNICIAN

MOTION #23-10 by Member Linda Chavez to approve Action Item 8.04 as presented. MOTION #23-10 was seconded by Clerk Andrea Flores Shelton.

MOTION #23-10 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention

9. CONSENT CALENDAR

Member Linda Chavez asked to pull item 9.02.

There was a consensus from the Board to combine and take action on ***Agenda Items 9.01, 9.03, 9.04, 9.05, 9.06, 9.07, 9.08, 9.09, 9.10, 9.11 and 9.12.***

- ***Agenda Item 9.01*** *Approve Board Meeting Minutes for the following dates: October 28, 2023, Special Board Meeting, November 9, 2023, Regular Board meeting and November 22, 2023, Special Board Meeting.*
- ***Agenda Item 9.03*** *Approve Fundraising Activities*
- ***Agenda Item 9.04*** *Approve Acceptance of Vendor & Paywoll Warrants.*
- ***Agenda Item 9.05*** *Approve Resolution # 21-23/24 Education/State & Local Government Purchase Agreement Piggyback for Apple Products and Services, Bid No. #23-24-11*
- ***Agenda Item 9.06*** *Approve 2023-2024 SCOEE Authorized Signers.*
- ***Agenda Item 9.07*** *Approve Bond Contracts/Extensions.*
- ***Agenda Item 9.08*** *Approve Contracts for Professional Services-Firms/Organizations*
- ***Agenda Item 9.09*** *Approve Memorandum(s) of Understanding.*
- ***Agenda Item 9.10*** *Approve Contracts for Professional Services – Individuals.*
- ***Agenda Item 9.11*** *Approve/Ratify Notices of Employment and Changes of Status/November 9, 2023.*
- ***Agenda Item 9.12*** *Current Enrollment.*

MOTION #24-10 by Member Linda Chavez to approve *Agenda Items 9.01, 9.03, 9.04, 9.05, 9.06, 9.07, 9.08, 9.09, 9.10, 9.11 and 9.12* as presented. MOTION #24-10 was seconded by Clerk Andrea Flores Shelton.

MOTION 24-10 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention

9. CONSENT CALENDAR *(continued)*

9.02 Approve Acceptance of Donations.

MOTION #25-10 by Member Linda Chavez to approve Action Item 9.02 as presented. MOTION #25-10 was seconded by Member Minh Pham.

MOTION #25-10 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention

10. Closed Session

10.01 Recess to Closed Session

President Corina Herrera-Loera announced the items that would be discussed in Closed Session.

Public Comment:

1) Sandra Rivera said she would like the staff to be a part of the panel when electing a Principal.

11. RECONVENE TO OPEN SESSION

11.01 Report of Action Taken in Closed Session.

President Corina Herrera-Loera said there was a quorum.

Assistant Superintendent Torrico reported the following action:

Motion made by Member Linda Chavez and Second by Clerk Andrea Flores Shelton the Board unanimously approved Manny Villapando as the Principal at Ocala Steam Academy effective January 8, 2024.

12. Future Board Agenda Requests

12.01 Future Board Agenda Requests

President Corina Herrera-Loera asked that Board members email any future Board Agenda requests to Superintendent Bauer.

13. ADJOURNMENT

13.01 President Adjourns the Meeting

President Corina Herrera- Loera adjourned the meeting at 11:25 p.m.

Respectfully submitted,

Clerk Andrea Flores Shelton, Board Clerk
mc

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

MINUTES OF A SPECIAL BOARD MEETING
BOARD OF TRUSTEES
of the Alum Rock Union School District
Held on Thursday, January 11, 2024, 6:30 p.m. at the Alum Rock Union School Board Members and Superintendent participated participated at 2930 Gay Avenue San Jose, CA 95127
Meeting #12-23/24

1. OPEN SESSION

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

President Corina Herrera-Loera welcomed everyone in the audience. President Corina Herrera-Loera called the Board Meeting to order at 6:31 p.m. followed by Roll Call.

Board Members Present:

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

Administrative and Support Staff Members Present:

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

1. OPEN SESSION *(continued)*

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

President Corina Herrera-Loera said there was a quorum.

2. Superintendent/Board Business

2.01 Discussion on the Delivery Method Options for the Development of Workforce Housing.

Counsel Deidree Sakai and Counsel Clarissa Canday from DWK gave a presentation on the Delivery Method Options for the Development of Workforce Housing.

3. Adjournment

3.01 President Adjourns the Meeting

President Corina Herrera-Loera adjourned the meeting at 8:17 p.m.

Respectfully submitted,

_____

Clerk Andrea Flores Shelton
Board Clerk

mc

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: January 31, 2024

Subject: **Acceptance of Donations**

Staff Analysis: The District has received donations as summarized on the sheet dated February 8, 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: February 8, 2024
Regular Board Meeting

Recommend Approval

9.02
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Alum Rock Union Elementary School District
February 8, 2024

ACCEPTANCE OF DONATIONS

DONOR NAME	DESCRIPTION OR PURPOSE	ESTIMATED VALUE	RECEIVING SCHOOL OR DEPARTMENT
Adelante II PTA	Materials & Supplies	$ 116.00	Adelante II Academy
Environmental Volunteers	Materials & Supplies	$ 500.00	Aptitud Academy
Environmental Volunteers	Materials & Supplies	$ 216.26	Aptitud Academy
Environmental Volunteers	Materials & Supplies	$ 605.85	Cassell Elementary
The Tech Interactive	Materials & Supplies	$ 92.00	Hubbard Media Academy
Environmental Volunteers	Materials & Supplies	$ 227.06	Linda Vista Elementary
Arts of Ed Connect Grant SCCOE	Materials & Supplies	$ 1,000.00	Linda Vista Elementary
Foothill De-Anza Colleges Foundation	Materials & Supplies	$ 365.00	Linda Vista Elementary
Foothill De-Anza Colleges Foundation	Materials & Supplies	$ 1,030.00	Linda Vista Elementary
Arts of Ed Connect Grant SCCOE	Materials & Supplies	$ 5,585.00	Lyndale Elementary
Arts of Ed Connect Grant SCCOE	Materials & Supplies	$ 500.00	McCollam Elementary
Green Standards	Materials & Supplies	$ 32 plants	Meyer Elementary
Santa Clara County Office of Education	Materials & Supplies	$ 1,000.00	Painter Elementary
Foothill De-Anza Colleges Foundation	Materials & Supplies	$ 3,200.00	San Antonio Elementary
Happy Hollow Foundation	Materials & Supplies	$ 732.34	San Antonio Elementary

ADELANTE II DUAL LANGUAGE ACADEMY

1970 Cinderella Lane, San José, CA 95116 Phone: 408-928-7100 Fax: 408-928-7101 Principal: José Cortez Assistant Principal: Christina Sariñana

To: Board of Trustees

Fr: Adelante II Dual Language Academy

Date: January 19, 2024

Re: PTA Donation – Field Trip Transportation

Please accept the following donation from Adelante II PTA in the amount of $116 to be deposited into Adelante II's donation account. The funds will be used for field trip transportation.

Thank you,

Mr. José Cortez

Principal

FISCAL SERVICES
JAN 22 2024 AM11:54

APTITUD COMMUNITY ACADEMY AT GOSS

2475 Van Winkle Lane
San José, CA 95127
(408) 928-7650 FAX (408) 928-7651

Suyen Jimenez , Principal

01/12/24

Alum Rock Union School District

Board of Trustees

2930 Gay Ave

San Jose, CA 95127

Dear Board of Trustees,

Please accept the following donation made to Aptitud Academy at Goss from:

Environmental Volunteers **$500.00** **Check #: 1015**

This donation will be used to fund school field trips.

Please deposit into account:
060-9010-0-4300-00-1110-1000-000000-120-2110

Sincerely,

Suyen Jimenez
Principal

APTITUD COMMUNITY ACADEMY AT GOSS

2475 Van Winkle Lane
San José, CA 95127
(408) 928-7650 FAX (408) 928-7651

Suyen Jimenez , Principal

01/12/24

Alum Rock Union School District

Board of Trustees

2930 Gay Ave

San Jose, CA 95127

Dear Board of Trustees,

Please accept the following donation made to Aptitud Academy at Goss from:

The Tech Interactive **$216.26** **Check #: 0000102017**

This donation will be used to fund school field trips.

Please deposit into account:
060-9010-0-4300-00-1110-1000-000000-120-2110

Sincerely,

Suyen Jimenez
Principal

Sylvia Cassell Elementary School

1300 Tallahassee Dr.
San Jose, Ca. 95122
Phone: (408).928-7200
Fax: (408).928-7201
Principal: Alecia Myers-Kelley
Michelle Medina, Admin. Asst
Nikki Serrano, Office Assistant

Jan 16, 2024

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

Dear Board of Trustees:

Please accept the following donations for Board approval and deposit into our donations account:

Company/Sponsor(s) name	Amount
Environmental Volunteers	$605.74

We would like to thank Environmental Volunteers for their generous donation and continued support of our students.

Sincerely,

Alecia Kelley

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: Hubbard Media Ars Academy
Re: Donation
Date: 01/31/2024

Please accept the following donation from Check Donation
TOTAL: $92

Donor's information:

THE TECH INTERACTIVE
201 South Market Street
San Jose CA 95113

Dr Sandra Sarmiento
Principal

Linda Vista Elementary

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

To: Alum Rock Union Elementary School District – Board of Trustees
From: Suzanne Cicala, Principal – Linda Vista
Re: Donation to Linda Vista
Date: Jan 11, 2024

Please place the acceptance of the donations totaling $227.06 for Linda Vista on the consent calendar for the next board meeting.

The donations are comprised of the following:

$227.06 check donation from Environmental Volunteers

FISCAL SERVICES
JAN 17 2024 RECEIVED

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 20, 2023

Please place the acceptance of the donations totaling $1,000.00 for Linda Vista on the consent calendar for the next board meeting.

The donations are comprised of the following:

$1,000.00 check donation from the Arts Ed Connect Grant

Please deposit in our donation account: 060-9010-0-8699-00-1110-1000-000000-020-2158

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: Jan 29, 2024

Please place the acceptance of the donations totaling $365.00 for Linda Vista on the consent calendar for the next board meeting.

The donations are comprised of the following:

$365.00 check donation from Foothill De-Anza Colleges Foundation

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: Jan 22, 2024

Please place the acceptance of the donations totaling $1,030.00 for Linda Vista on the consent calendar for the next board meeting.

The donations are comprised of the following:

$1,030.00 check donation from Foothill De-Anza Colleges Foundation

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

January 8, 2024

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:**
Arts Ed Connect Grant SCCOE	$1,625.00	Art supplies (Talton)
Arts Ed Connect Grant SCCOE	$3,000.00	Art supplies (Hamada)
Arts Ed Connect Grant SCCOE	$960.00	Art supplies (Dutta)
Total Amount of Donations:	**$5,585.00**	

Sincerely,

Kasturi Basu, Principal

McCollam Elementary School

3311 Lucian Ave.• San Jose, CA 95127

(408) 928-8000 Fax (408) 928-8001

To: Hilaria Bauer, Ph.D., Superintendent

From: Pablo Fiene

Re: Monetary Donation to McCollam Elementary

Date: January 9, 2024

Please accept a donation of one check in the amount of $500 from Santa Clara County of Education. This check is an ArtsEd Connect grant program for Mrs. Kaur's SDC autism class. The money will be used towards the purchase of an art station and additional art supplies.

Please deposit the check into the following donation account:
060-9010-0-4300-00-1110-1000-000000-040-2110

FISCAL SERVICES
JAN 10 2024

Green Standards Transfer of Title - USA

This is an agreement between D.J. Meyer Elementary School (ARUSD) & Green Standards LLC. ("GS")

Contact Information

Organization Name: D.J. Meyer Elementary School (ARUSD)		501(c) 3 or Other Tax Registration #: 94-6183999
Name (Primary Contact): Yissel Vega		Title: administrative assistant
Mobile Phone: 4089288203	Office Phone: 408-928-8200	Email: yissel.vega@arusd.org
Name (On-Site Contact): Yissel Vega		Title: administrative assistant
Mobile Phone: 4089288203	Office Phone: 408-928-8200	Email: yissel.vega@arusd.org

Delivery Site Information

Street Address:

D.J. Meyer Elementary School (ARUSD), Yissel Vega
1824 Daytona Dr
San Jose
San Jose CA 95122
United States

Loading Dock: ☑Yes ☐No	Can Accept '53 Trailers: ☑Yes ☐No

Offloading Environment:

- n/a

Beneficiary understands that delivery of assets include atailgate offload only, and that it is the obligation of the Beneficiary to provide 4-10 able-bodied staff or volunteers to transport all assets in to the Beneficiary's facility.

Expected Delivery Date:	Preferred Delivery Date:	Operating Hours:
December 15, 2023 to December 15, 2023	Monday to friday	7:30am-4:00pm

Appendix A: Inventory List

Pic #	Item	Quantity
	Assorted Plants	32.0

Initial: YV

PAINTER ELEMENTARY SCHOOL

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

January 18, 2024

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 grant of $1000.00 from Santa Clara County Office of Education. The money will be used towards art expenses (account code-060-9010-0-4300-00-1110-1000-000000-160-2110). The money will be reimbursed to the following teachers to purchase art supplies, Ms. Moyoli and Ms. Doan.

Thank you in advance for your approval.

Sincerely,

Mr. Joseph Manluco
Principal

Alum Rock Union Elementary School District
San Antonio Elementary School
1721 East San Antonio Street
San Jose, California 95116
408-928-8700

Mrs. Iris Charest– Principal

Mrs. Leticia Corona- School Admin. Assistant

January 22, 2024

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 $3200.00 from Foothill-De Anza Colleges Foundation. The money will be used to reimburse the field trip transportation charges.

Thank you in advance for your approval.

Sincerely,

Iris Charest

Mrs. Iris Charest

Alum Rock Union Elementary School District
San Antonio Elementary School
1721 East San Antonio Street
San Jose, California 95116
408-928-8700

Mrs. Iris Charest– Principal

Mrs. Leticia Corona- School Admin. Assistant

February 1, 2024

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 $732.34 from Happy Hallow Foundation. The money will be used to reimburse the field trip transportation charges.

Thank you in advance for your approval.

Sincerely,

Iris Charest

Mrs. Iris Charest
Principal

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: January 31, 2024

Subject: **Approval of Fundraising Activities**

Staff Analysis: The District has received fundraising requests as summarized on the attached sheet dated February 8, 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

9.03
Agenda Placement

Meeting: February 8, 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
February 8, 2024

APPROVAL OF FUNDRAISING ACTIVITY

SCHOOL	FUNDRAISING ACTIVITY	ACTIVITY SPONSOR	DATE
Adelante Academy	Food Sales	PTA	02/15/24-02/15/24
Adelante Academy	Movie Night Sales	PTA	03/20/24-03/20/24
Adelante Academy	Read-a-Thon Sales	PTA	02/15/24-02/15/24
Adelante Academy	Book Fair Sales	PTA	04/22/24-04/26/24
Adelante II Academy	Movie Night Sales	PTA	02/09/24-02/09/24
Adelante II Academy	V-Day Sales	ASB	02/14/24-02/14/24
Dorsa Elementary	Chocolate Sales	ASB	02/12/24-03/28/24
Linda Vista Elementary	Spirit Gear Sales	PTA	09/01/23-06/30/24
Linda Vista Elementary	Special Dance Sales	PTA	02/09/24-02/09/24
Linda Vista Elementary	Chocolate Sales	PTA	03/01/24-03/31/24

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FUNDRAISING EVENT APPROVAL FORM

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

School Name: Adelante 1 Date: 1/26/24

Description of Event: Type Food Sales Vendor PTA

Purpose for Event: Fundraise for Kinder

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

Explain how food is handled/stored prior to or day of event: All store bought food

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

Proposed Date(s) of Event: 2/15 Time of Event: 5:30-7:30

Contact Person: Delia Oseguera

Location of Proposed Activity: Adelante

Status of Event (please check one): ☐ New Event ☒ Held previously (years): last 2 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: _____ 1/29/24
Signature Date

Reviewed by Business Services: _____ Date: 1/31/2024

- FUNDRAISING EVENTS INVOLVING FOOD SALES MUST BE REVIEWED BY CNS Director.

  CNS _____ Date: 1/31/24

  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 I Date: 1-16-24

Description of Event: Type Movie Night Vendor PTA

Purpose for Event: movie night for students and parents

If selling food what are the items: popcorn and drinks Brand and package size: store

Explain how food is handled/stored prior to or day of event: will be made day of and go to store to buy drink

Event Sponsor (please check one) ASB: 15 Booster Club (PTA, PTO, Other): PTA

Proposed Date(s) of Event: 3/[illegible]/24 Time of Event: 6p-8p

Contact Person: Delia Oseguera

Location of Proposed Activity: Adelante I

Status of Event (please check one): ☐ New Event ☑ Held previously (years): 2010

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 1/17/24 Date

Reviewed by Business Services: Maria Nuñez Date: 1/31/2024

- FUNDRAISING EVENTS INVOLVING FOOD SALES MUST BE REVIEWED BY CNS Director,
  CNS RMO Date: 1/31/24
  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 #: 16 **(From Financial Plan)**

School Name: Adelante I Date: 1-09-24

Description of Event: Type Read-a-Thon Vendor

Purpose for Event: Fundraise money for PTA with reading marathon.

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: 2-15-24 Time of Event: 2-27-24 / online time

Contact Person: Delia Oseguera

Location of Proposed Activity: online

Status of Event (please check one): ☐ New Event ☒ Held previously (years): 2015-2023

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 1/17/24 Date

Reviewed by Business Services: Maria Nevarez Date: 1/30/2024

- 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 I Date: 1-16-24

Description of Event: Type Book fair Vendor Scholastic

Purpose for Event: Selling books to students

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

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

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

Proposed Date(s) of Event: 4/22-26/24 Time of Event: 7:30-8:30 and 2-3pm

Contact Person: Delia Oseguera

Location of Proposed Activity: Adelante

Status of Event (please check one): ☐ New Event ☑ Held previously (years): 2010

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: _____ 1/17/23
Signature Date

Reviewed by Business Services: Maria Nevh Date: 1/30/2024

- 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: 1/30/2024

Description of Event: Type Movie Night Vendor N/A

Purpose for Event: Raise Funds for Field Trips

If selling food what are the items: Water, Juices, Candy Brand and package size:
Pizza, Chips (all packaged)

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

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

Proposed Date(s) of Event: February 9, 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): 2014-2024

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 ☐

PTA: Mayra Llamas (Signature) 1/30/24 (Date)

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

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

Principal Approval: _____ (Signature) 1/30/24 (Date)

Reviewed by Business Services: Maria Nieves Date: 1/31/2024

- FUNDRAISING EVENTS INVOLVING FOOD SALES MUST BE REVIEWED BY CNS Director,

  CNS _____ Date: 1/31/24

  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: Adelanto II Date: 1/18/24

Description of Event: Type ~~Hug 5th grade sweet~~ V-Day Vendor Photo booth / Trinkets

Purpose for Event: ~~5th grade sponsored fund~~ Collecting funds for Science Camp

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

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

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

Proposed Date(s) of Event: Feb 14, 2024 Time of Event: 11:00-1pm.

Contact Person: Deanna Thompson.

Location of Proposed Activity: Cafetena.

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: Deanna Thomp 1/19/24
Signature Date

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

Student Council Representative: _____ _____
Signature Date

Principal Approval: _____ 1/18/24
Signature Date

Reviewed by Business Services: Maria Nieto Date: 1/30/2024

- 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 #: 1 **(From Financial Plan)**

School Name: Dorsa Elementary Date: 01/26/2024

Description of Event: Type Chocolate Sales Vendor World's Finest Chocolates

Purpose for Event: To raise funds for 5th grade science camp and ASB activities.

If selling food what are the items: Chocolate Brand and package size: Chocolate Bars Variety

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: 2/12/24 - 3/28/24 Time of Event: Off Campus

Contact Person: Patrick Manyak / Daisy Madrigal

Location of Proposed Activity: Off-Campus

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: Patrick Manyak 1/31/24
Signature Date

Reviewed by Business Services: Maria Newk Date: 1/31/2024

- 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 Spirit Gear _____ Vendor _____

Purpose for Event: to ~~[illegible]~~ sell school clothes with school logo

If selling food what are the items: no 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: All year Time of Event: _____

Contact Person: Jennifer Garcia

Location of Proposed Activity: Linda Vista

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

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

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

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

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

ASB Advisor: _____ Signature _____ Date

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

Student Council Representative: _____ Signature _____ Date

Principal Approval: [signature] Signature 1/10/24 Date

Reviewed by Business Services: Maria Nevis Date: 1/31/2024

- 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 Someone special Dance Vendor _____

Purpose for Event: Comunity event

If selling food what are the items: pizza, nachos Drinks Brand and package size: Costco pizza costco, Chips and nacho sause

Explain how food is handled/stored prior to or day of event: it will all be prepackaged items and pizza will be picked up that day Nacho sauce will be warmed up that day

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

Proposed Date(s) of Event: 2/9/2024 Time of Event: 6pm - 8pm

Contact Person: Jennifer Garcia (408)813-7210

Location of Proposed Activity: Linda Vista

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 1/10/24 Date

Reviewed by Business Services: Maria Newk Date: 1/31/2024

- FUNDRAISING EVENTS INVOLVING FOOD SALES MUST BE REVIEWED BY CNS Director.

  CNS [signature] Date: 1/31/24

  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: 1/16/2024

Description of Event: Type Chocolate sales Vendor World Finest Chocolate

Purpose for Event: raise money for 5th grade science camp.

If selling food what are the items: Chocolate Bar Brand and package size: world finest Chocolate

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

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

Proposed Date(s) of Event: March 2024 Time of Event: Fundraiser

Contact Person: Jennifer Garcia

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 _____ Date

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

Student Council Representative: _____ Signature _____ Date

Principal Approval: _____ Signature 1/16/24 Date

Reviewed by Business Services: Maria Newl Date: 1/31/2024

- FUNDRAISING EVENTS INVOLVING FOOD SALES MUST BE REVIEWED BY CNS Director

  CNS _____ Date: 1/31/24

  Approved ✓ Denied _____

- FUNDRAISING EVENTS INVOLVING USE OF FACILITIES MUST BE REVIEWED BY MOT

  Director, MOT: _____ Date: _____

  Operations Mgr.: _____ Date: _____

  Approved _____ Denied _____

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 TRUSTEES

To the Board of Trustees: February 1, 2024

Subject: **Vendor & Payroll Warrants**

Staff Analysis: Summary of Vendor and Payroll Warrants issued during January month of Fiscal Year 2023/2024.

Total of vendor warrants	$	9,787,960.13
Total of payroll warrants	$	5,138,137.31
Total	**$**	**14,926,097.44**

Recommendation: Staff recommends approval of the Vendor & Payroll Warrants for the month of January 2024.

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

To the Board of Trustees: Meeting: February 8, 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: _____

January 2024

Fund	VENDOR WARRANTS	AMOUNT
010,050,060,080	General Fund (Incl Payroll A/P)	$3,728,960.12
120	Child Development Fund	$410,209.08
130	Cafeteria Fund	$274,473.05
140	Deferred Maintenance Fund	$7,285.89
210	Building Fund	$3,807,459.57
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	$1,548,357.68
	Subtotal	**$9,776,745.39**
088	Student Body Fund	$11,214.74
	Total Vendor Warrants	**$9,787,960.13**

	PAYROLL WARRANTS	
	10th of the month	$417,669.61
	EOM Payroll	$4,720,467.70
	AREA EOM	$0.00
	Manual Checks	$0.00
	Void Checks	$0.00
	Total Payroll Warrants	**$5,138,137.31**
	Grand Total All Warrants	**$14,926,097.44**

	From		To
AP Warrants used #	4021652	-	4022013
Payroll Direct Deposit Pay Stub used #	4766037	-	4767514
Payroll Checks used #	4406328	-	4406441

AP Check Register - Pivot Table Summary by Vendor
January 2024

Vendor Name	Date	Warrant #	Fund		Sum of Amount
4IMPRINT INC.	1/12/2024	4021664	010	$	639.41
	1/19/2024	4021897	010	$	1,387.18
4IMPRINT INC. Total				**$**	**2,026.59**
ACE EMPOWER ACADEMY	1/12/2024	4021693	010	$	47,467.00
ACE EMPOWER ACADEMY Total				**$**	**47,467.00**
ACHIEVE KIDS	1/12/2024	4021731	080	$	12,827.50
ACHIEVE KIDS Total				**$**	**12,827.50**
ACME PACIFIC REPAIRS INC.	1/19/2024	4021864	050	$	335.00
ACME PACIFIC REPAIRS INC. Total				**$**	**335.00**
ADELANTE PTA	1/10/2024	4021656	060	$	5,000.00
ADELANTE PTA Total				**$**	**5,000.00**
AFTER SCHOOL MUSIC ACADEMY LLC	1/19/2024	4021790	060	$	89,000.00
AFTER SCHOOL MUSIC ACADEMY LLC Total				**$**	**89,000.00**
ALCATRAZ CRUISES LLC	1/26/2024	4021919	010	$	1,137.50
			060	$	5,709.00
ALCATRAZ CRUISES LLC Total				**$**	**6,846.50**
ALEX STEWART	1/12/2024	4021732	080	$	10,815.00
ALEX STEWART Total				**$**	**10,815.00**
ALEXANDRA GUTIERREZ	1/12/2024	4021707	080	$	24.24
ALEXANDRA GUTIERREZ Total				**$**	**24.24**
ALIA	1/26/2024	4021942	060	$	17,136.36
ALIA Total				**$**	**17,136.36**
ALLIED REFRIGERATION INC.	1/12/2024	4021774	050	$	364.59
	1/19/2024	4021821	050	$	210.60
			140	$	3,171.88
ALLIED REFRIGERATION INC. Total				**$**	**3,747.07**
ALPHA BLANCA ALVARADO(ALPHA1)	1/12/2024	4021694	010	$	113,713.00
ALPHA BLANCA ALVARADO(ALPHA1) Total				**$**	**113,713.00**
ALPHA JOSE HERNANDEZ (ALPHA	1/12/2024	4021695	010	$	108,408.00
ALPHA JOSE HERNANDEZ (ALPHA Total				**$**	**108,408.00**
ALUM ROCK EDUCATORS ASSOC	1/12/2024	4021685	010	$	2,640.00
ALUM ROCK EDUCATORS ASSOC Total				**$**	**2,640.00**
AMANDA LEA CHAMBERS	1/26/2024	4021973	060	$	79.00
AMANDA LEA CHAMBERS Total				**$**	**79.00**
AMAZON WEB SERVICES INC.	1/19/2024	4021851	010	$	469.68
AMAZON WEB SERVICES INC. Total				**$**	**469.68**
AMAZON.COM LLC	1/12/2024	4021665	010	$	914.87
			130	$	1,021.94
		4021708	010	$	101.72
			120	$	706.60
		4021733	080	$	100.36
	1/19/2024	4021852	010	$	171.25
		4021865	010	$	166.96
	1/26/2024	4021920	010	$	81.93
		4021937	010	$	181.78
		4021974	080	$	291.41
		4021978	010	$	66.33
		4022008	010	$	1,365.30
			060	$	119.36
AMAZON.COM LLC Total				**$**	**5,289.81**
AMY ELIZABETH RODRIGUES	1/12/2024	4021734	010	$	17.03

AP Check Register - Pivot Table Summary by Vendor
January 2024

Vendor Name	Date	Warrant #	Fund	Sum of Amount
AMY ELIZABETH RODRIGUES Total				$ 17.03
ANDRE BOUDIN BAKERIES	1/26/2024	4021979	010	$ 707.01
ANDRE BOUDIN BAKERIES Total				$ 707.01
ANDRES QUINTERO QUINTERO	1/19/2024	4021866	010	$ 1,245.00
ANDRES QUINTERO QUINTERO Total				$ 1,245.00
ANGELICA DIANA ULTRERAS-ORTIZ	1/25/2024	4021910	010	$ 39.97
ANGELICA DIANA ULTRERAS-ORTIZ Total				$ 39.97
ANITA GHOSH	1/26/2024	4021980	010	$ 25.00
ANITA GHOSH Total				$ 25.00
ANTIPASTOS	1/12/2024	4021666	060	$ 544.20
		4021709	010	$ 524.89
ANTIPASTOS Total				$ 1,069.09
ARC ALTERNATIVES	1/12/2024	4021753	210	$ 8,467.50
ARC ALTERNATIVES Total				$ 8,467.50
AT&T	1/11/2024	4021659	010	$ 3,192.76
	1/25/2024	4021906	010	$ 1,628.80
AT&T Total				$ 4,821.56
AXIOM COMMUNICATIONS SYSTEMS	1/19/2024	4021822	050	$ 1,904.04
		4021902	050	$ 12,378.44
AXIOM COMMUNICATIONS SYSTEMS Total				$ 14,282.48
BALLARD & TIGHE COMPANY	1/19/2024	4021867	060	$ 1,022.67
BALLARD & TIGHE COMPANY Total				$ 1,022.67
BAY AREA FLOOR MACHINE	1/12/2024	4021775	010	$ 40.00
	1/19/2024	4021823	010	$ 151.86
BAY AREA FLOOR MACHINE Total				$ 191.86
BERTHA RAZO	1/25/2024	4021911	010	$ 38.28
BERTHA RAZO Total				$ 38.28
BIANCA ORTIZ	1/26/2024	4021943	080	$ 64.85
BIANCA ORTIZ Total				$ 64.85
BIOMETRICS4ALL INC.	1/12/2024	4021667	010	$ 15.00
BIOMETRICS4ALL INC. Total				$ 15.00
BIZON GROUP INC	1/12/2024	4021754	210	$ 325.94
BIZON GROUP INC Total				$ 325.94
BLICK ART MATERIALS LLC	1/12/2024	4021710	060	$ 471.65
BLICK ART MATERIALS LLC Total				$ 471.65
BLUETRITON BRANDS INC.	1/18/2024	4021778	010	$ 951.84
			050	$ 50.30
			130	$ 50.34
	1/11/2024	4021660	010	$ 342.57
	1/19/2024	4021898	010	$ 150.53
	1/25/2024	4021907	010	$ 353.62
		4021908	010	$ 178.79
			080	$ 40.35
			130	$ 39.58
BLUETRITON BRANDS INC. Total				$ 2,157.92
BOSCO CONSTRUCTION SERVICES	1/19/2024	4021853	210	$ 146,377.06
	1/26/2024	4021944	210	$ 182,991.17
BOSCO CONSTRUCTION SERVICES Total				$ 329,368.23
BRAINPOP LLC.	1/26/2024	4021997	060	$ 302.50
BRAINPOP LLC. Total				$ 302.50
CAL WEST FENCE INC.	1/26/2024	4021921	210	$ 44,539.80

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Vendor Name	Date	Warrant #	Fund	Sum of Amount
CAL WEST FENCE INC. Total				**$ 44,539.80**
CALIFORNIA ACADEMY OF SCIENCES	1/31/2024	4022013	010	$ 747.50
			060	$ 2,975.05
CALIFORNIA ACADEMY OF SCIENCES Total				**$ 3,722.55**
CALIFORNIA CONSULTING INC	1/12/2024	4021735	010	$ 10,000.00
CALIFORNIA CONSULTING INC Total				**$ 10,000.00**
CALIFORNIA COUNTY	1/19/2024	4021791	060	$ 525.00
CALIFORNIA COUNTY Total				**$ 525.00**
CALIFORNIA DEPARTMENT OF	1/25/2024	4021917	010	$ 40.00
		4021918	010	$ 1,033.00
	1/29/2024	4022012	010	$ 25.72
			060	$ 162.27
			080	$ 7.65
			120	$ 813.36
CALIFORNIA DEPARTMENT OF Total				**$ 2,082.00**
CALIFORNIA DEPARTMENT OF ED	1/10/2024	4021655	060	$ 124,920.00
CALIFORNIA DEPARTMENT OF ED Total				**$ 124,920.00**
CALIFORNIA KINDERGARTEN	1/11/2024	4021663	060	$ 150.00
CALIFORNIA KINDERGARTEN Total				**$ 150.00**
CALIFORNIA NEWSPAPERS	1/12/2024	4021668	130	$ 307.80
CALIFORNIA NEWSPAPERS Total				**$ 307.80**
CALIFORNIA SPORT DESIGN	1/19/2024	4021792	010	$ 2,271.30
			088	$ 1,629.96
CALIFORNIA SPORT DESIGN Total				**$ 3,901.26**
CALIFORNIA UNITED MECHANICAL,	1/19/2024	4021825	050	$ 1,922.00
CALIFORNIA UNITED MECHANICAL, Total				**$ 1,922.00**
CAL-STEAM INC.	1/19/2024	4021824	050	$ 3,007.62
		4021840	050	$ 40.22
CAL-STEAM INC. Total				**$ 3,047.84**
CANALES DE VILLATORO,ONEYDA	1/12/2024	4021772	010	$ 1,830.55
CANALES DE VILLATORO,ONEYDA Total				**$ 1,830.55**
CANON FINANCIAL SERVICES INC.	1/18/2024	4021786	010	$ 5,562.44
			060	$ 1,170.32
		4021787	010	$ 3,308.63
			060	$ 2,582.35
			050	$ 127.97
			080	$ 351.12
			130	$ 446.22
			210	$ 127.97
CANON FINANCIAL SERVICES INC. Total				**$ 13,677.02**
CARAHSOFT TECHNOLOGY CORP	1/26/2024	4021945	010	$ 627.18
CARAHSOFT TECHNOLOGY CORP Total				**$ 627.18**
CARMELINA BAUTISTA	1/12/2024	4021736	010	$ 26.86
CARMELINA BAUTISTA Total				**$ 26.86**
CARRILLO SILVIA T.	1/12/2024	4021737	060	$ 92.16
CARRILLO SILVIA T. Total				**$ 92.16**
CDW LLC	1/26/2024	4021946	010	$ 31,770.00
			210	$ 274,002.48
		4021981	010	$ 10,060.69
CDW LLC Total				**$ 315,833.17**
CINTAS CORPORATION	1/12/2024	4021755	010	$ 327.62

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Vendor Name	Date	Warrant #	Fund	Sum of Amount
CINTAS CORPORATION	1/12/2024	4021755	050	$ 76.95
	1/19/2024	4021826	010	$ 655.24
			050	$ 179.16
CINTAS CORPORATION Total				$ 1,238.97
COMMUNITY SCHOOL OF MUSIC AND	1/12/2024	4021669	010	$ 2,500.00
			060	$ 13,898.00
		4021711	060	$ 6,674.50
COMMUNITY SCHOOL OF MUSIC AND Total				$ 23,072.50
COMPUTER-USING EDUCATORS INC	1/19/2024	4021886	060	$ 718.00
COMPUTER-USING EDUCATORS INC Total				$ 718.00
CORPORATE BILLING LLC	1/26/2024	4021998	010	$ 14.86
CORPORATE BILLING LLC Total				$ 14.86
COUNTY BUILDING MATERIALS INC.	1/19/2024	4021827	050	$ 2,267.97
COUNTY BUILDING MATERIALS INC. Total				$ 2,267.97
COUNTY OF SANTA CLARA	1/18/2024	4021785	050	$ 4,829.00
COUNTY OF SANTA CLARA Total				$ 4,829.00
CREAM CO. LLC	1/19/2024	4021793	130	$ 14,567.00
CREAM CO. LLC Total				$ 14,567.00
CRYSTAL CREAMERY INC.	1/18/2024	4021788	130	$ 43,109.36
CRYSTAL CREAMERY INC. Total				$ 43,109.36
CSEA PARAEDUCATOR CONFERENCE	1/12/2024	4021712	060	$ 795.00
CSEA PARAEDUCATOR CONFERENCE Total				$ 795.00
CSUF AUXILIARY SERVICES	1/25/2024	4021903	010	$ 700.00
CSUF AUXILIARY SERVICES Total				$ 700.00
CUMMING MANAGEMENT GROUP INC	1/19/2024	4021794	210	$ 153,669.66
CUMMING MANAGEMENT GROUP INC Total				$ 153,669.66
DANIEL SANCHEZ	1/26/2024	4021947	060	$ 1,500.00
DANIEL SANCHEZ Total				$ 1,500.00
DANNIS WOLIVER KELLY	1/12/2024	4021756	010	$ 850.00
	1/26/2024	4021948	010	$ 22,413.50
DANNIS WOLIVER KELLY Total				$ 23,263.50
DATA RECOGNITION CORPORATION	1/26/2024	4021949	010	$ 17,490.00
DATA RECOGNITION CORPORATION Total				$ 17,490.00
DBA: ELMA'S CATERING & EVENTS	1/19/2024	4021868	060	$ 389.70
	1/26/2024	4021950	010	$ 109.38
DBA: ELMA'S CATERING & EVENTS Total				$ 499.08
DBA:DELTA HEALTHCARE PROVIDERS	1/12/2024	4021738	080	$ 14,062.50
DBA:DELTA HEALTHCARE PROVIDERS Total				$ 14,062.50
DELTA DENTAL	1/26/2024	4021938	670	$ 1,082.97
DELTA DENTAL Total				$ 1,082.97
DIANA TUCKER	1/26/2024	4021922	010	$ 797.47
DIANA TUCKER Total				$ 797.47
DSA - OFFICE OF REGULATORY	1/25/2024	4021904	210	$ 74.80
DSA - OFFICE OF REGULATORY Total				$ 74.80
E.L. ACHIEVE INC.	1/12/2024	4021713	060	$ 6,431.91
	1/26/2024	4021982	060	$ 3,339.88
E.L. ACHIEVE INC. Total				$ 9,771.79
EARTH SYSTEMS PACIFIC	1/12/2024	4021670	210	$ 9,800.00
EARTH SYSTEMS PACIFIC Total				$ 9,800.00
EAST BAY REFRIGERATION INC.	1/12/2024	4021671	130	$ 670.00
EAST BAY REFRIGERATION INC. Total				$ 670.00

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Vendor Name	Date	Warrant #	Fund	Sum of Amount
EAST BAY RESTAURANT SUPPLY INC	1/26/2024	4021951	060	$ 319.75
EAST BAY RESTAURANT SUPPLY INC Total				**$ 319.75**
EDGES ELECTRICAL GROUP LLC	1/19/2024	4021828	050	$ 451.08
EDGES ELECTRICAL GROUP LLC Total				**$ 451.08**
EDUCATION HOUSING PARTNERS INC	1/26/2024	4021952	210	$ 28,029.54
EDUCATION HOUSING PARTNERS INC Total				**$ 28,029.54**
EINSTEIN NOAH RESTAURANT	1/19/2024	4021795	010	$ 354.70
		4021869	010	$ 424.24
		4021887	010	$ 104.28
	1/26/2024	4021923	010	$ 214.86
		4021939	010	$ 122.28
		4021953	010	$ 848.76
			060	$ 113.97
EINSTEIN NOAH RESTAURANT Total				**$ 2,183.09**
ENTERPRISE FM TRUST	1/25/2024	4021909	060	$ 181,399.55
ENTERPRISE FM TRUST Total				**$ 181,399.55**
ENVIRONMENTAL SYSTEMS INC	1/10/2024	4021652	050	$ 3,440.00
	1/19/2024	4021829	050	$ 19,160.00
ENVIRONMENTAL SYSTEMS INC Total				**$ 22,600.00**
ERIN DEVINE	1/12/2024	4021739	080	$ 16,782.50
ERIN DEVINE Total				**$ 16,782.50**
FEDERAL EXPRESS	1/26/2024	4021975	010	$ 47.55
FEDERAL EXPRESS Total				**$ 47.55**
FIRST STUDENT INC.	1/26/2024	4021924	060	$ 935.00
		4021940	060	$ 4,135.60
FIRST STUDENT INC. Total				**$ 5,070.60**
FOLEY & SONS INC	1/19/2024	4021888	010	$ 306.25
	1/26/2024	4022009	010	$ 69.45
FOLEY & SONS INC Total				**$ 375.70**
FRANKLIN-MCKINLEY SCHOOL	1/12/2024	4021740	080	$ 29,456.15
FRANKLIN-MCKINLEY SCHOOL Total				**$ 29,456.15**
FROG ENVIRONMENTAL. INC	1/12/2024	4021696	010	$ 1,313.00
		4021741	010	$ 236.00
	1/26/2024	4021999	010	$ 236.00
FROG ENVIRONMENTAL. INC Total				**$ 1,785.00**
GARDA CL WEST	1/12/2024	4021686	010	$ 201.28
			130	$ 201.27
GARDA CL WEST Total				**$ 402.55**
GLEN PRICE GROUP	1/19/2024	4021796	060	$ 49,976.00
GLEN PRICE GROUP Total				**$ 49,976.00**
GOLD STAR FOODS	1/19/2024	4021884	130	$ 124,707.04
GOLD STAR FOODS Total				**$ 124,707.04**
GRACE ACQUISITION COMPANY LLC	1/25/2024	4021905	010	$ 2,175.68
GRACE ACQUISITION COMPANY LLC Total				**$ 2,175.68**
GREAT LAKES SPORTS	1/12/2024	4021714	010	$ 848.67
	1/19/2024	4021870	010	$ 402.24
GREAT LAKES SPORTS Total				**$ 1,250.91**
GREENFIELD LEARNING INC.	1/12/2024	4021672	060	$ 3,281.25
GREENFIELD LEARNING INC. Total				**$ 3,281.25**
GUITAR CENTER STORES INC.	1/12/2024	4021715	060	$ 32.80
	1/19/2024	4021899	010	$ 1,492.46

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Vendor Name	Date	Warrant #	Fund	Sum of Amount
GUITAR CENTER STORES INC. Total				**$ 1,525.26**
HARRY L. MURPHY INC.	1/19/2024	4021841	050	$ 2,500.00
HARRY L. MURPHY INC. Total				**$ 2,500.00**
HICKLEBEES INC	1/26/2024	4021925	060	$ 349.65
HICKLEBEES INC Total				**$ 349.65**
HIROCHIMA L SANCHEZ	1/12/2024	4021716	080	$ 131.00
HIROCHIMA L SANCHEZ Total				**$ 131.00**
HOME DEPOT U.S.A. INC.	1/12/2024	4021757	050	$ 2,400.15
		4021776	050	$ 144.05
	1/19/2024	4021830	050	$ 3,213.26
	1/26/2024	4021926	010	$ 93.12
HOME DEPOT U.S.A. INC. Total				**$ 5,850.58**
IDN INC	1/19/2024	4021831	050	$ 235.62
IDN INC Total				**$ 235.62**
IMAGINE LEARNING LLC	1/26/2024	4021954	060	$ 1,072.65
IMAGINE LEARNING LLC Total				**$ 1,072.65**
IMEE ALMAZAN	1/12/2024	4021697	010	$ 229.74
IMEE ALMAZAN Total				**$ 229.74**
JACQUELINE MONTEJANO	1/19/2024	4021871	010	$ 232.92
JACQUELINE MONTEJANO Total				**$ 232.92**
JACQUIE SAPORITO	1/12/2024	4021758	010	$ 107.91
JACQUIE SAPORITO Total				**$ 107.91**
JAZZY LIEN NGUYEN	1/12/2024	4021673	130	$ 64.80
JAZZY LIEN NGUYEN Total				**$ 64.80**
JEANS PALACE INC.	1/26/2024	4021955	060	$ 85.27
JEANS PALACE INC. Total				**$ 85.27**
JESS FERNANDEZ	1/12/2024	4021698	050	$ 2,200.00
JESS FERNANDEZ Total				**$ 2,200.00**
JET MULCH INC	1/19/2024	4021832	050	$ 37,922.67
JET MULCH INC Total				**$ 37,922.67**
JONES SCHOOL SUPPLY CO. INC.	1/26/2024	4021983	010	$ 120.29
JONES SCHOOL SUPPLY CO. INC. Total				**$ 120.29**
JORDAN KNIGHTON ARCHITECTS INC	1/19/2024	4021854	210	$ 13,440.00
JORDAN KNIGHTON ARCHITECTS INC Total				**$ 13,440.00**
JOSE CORTEZ	1/26/2024	4022000	088	$ 195.69
JOSE CORTEZ Total				**$ 195.69**
JOURNEYED.COM INC.	1/26/2024	4021984	060	$ 545.51
JOURNEYED.COM INC. Total				**$ 545.51**
KAISER PERMANENTE	1/26/2024	4021956	670	$ 396.09
KAISER PERMANENTE Total				**$ 396.09**
KARI ELIZABETH ROEMER	1/25/2024	4021912	010	$ 24.95
KARI ELIZABETH ROEMER Total				**$ 24.95**
KEENAN & ASSOCIATES	1/19/2024	4021797	670	$ 112,363.00
		4021798	670	$ 11,143.00
KEENAN & ASSOCIATES Total				**$ 123,506.00**
KELLY SPICERS INC	1/26/2024	4021985	010	$ 145.70
KELLY SPICERS INC Total				**$ 145.70**
KEVIN DAVID WEBSTER	1/12/2024	4021717	080	$ 69.43
KEVIN DAVID WEBSTER Total				**$ 69.43**
KEVIN HOMEL	1/26/2024	4021957	010	$ 519.40
KEVIN HOMEL Total				**$ 519.40**

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KHAI Q. TRAN	1/12/2024	4021759	050	$	8,710.00
KHAI Q. TRAN Total				**$**	**8,710.00**
KHOA NGUYEN	1/26/2024	4021958	010	$	250.00
			060	$	17,250.00
KHOA NGUYEN Total				**$**	**17,500.00**
KIDANGO INC.	1/19/2024	4021799	120	$	129,607.16
	1/26/2024	4021959	120	$	96,716.15
KIDANGO INC. Total				**$**	**226,323.31**
KIPP HEARTWOOD ACADEMY	1/12/2024	4021699	010	$	107,168.00
KIPP HEARTWOOD ACADEMY Total				**$**	**107,168.00**
KIPP PRIZE PREPARATORY ACADEMY	1/12/2024	4021700	010	$	100,205.00
KIPP PRIZE PREPARATORY ACADEMY Total				**$**	**100,205.00**
KRISTINA RENEE CHAVEZ	1/25/2024	4021913	010	$	177.11
KRISTINA RENEE CHAVEZ Total				**$**	**177.11**
LAKESHORE EQUIPMENT COMPANY	1/12/2024	4021718	010	$	230.61
			060	$	17.65
	1/19/2024	4021872	010	$	98.25
		4021889	010	$	2,019.69
		4021900	060	$	2,491.60
	1/26/2024	4021986	010	$	720.90
		4022001	060	$	4,210.11
LAKESHORE EQUIPMENT COMPANY Total				**$**	**9,788.81**
LANGUAGE PEOPLE INC	1/26/2024	4021987	010	$	12,006.22
LANGUAGE PEOPLE INC Total				**$**	**12,006.22**
LATOYA BROWN	1/26/2024	4022002	010	$	36.31
LATOYA BROWN Total				**$**	**36.31**
LDP INC	1/12/2024	4021742	060	$	25,012.08
LDP INC Total				**$**	**25,012.08**
LET'S TRAVEL	1/12/2024	4021765	010	$	1,056.00
			060	$	7,098.71
LET'S TRAVEL Total				**$**	**8,154.71**
LEXIA LEARNING SYSTEMS LLC	1/12/2024	4021743	060	$	2,000.00
LEXIA LEARNING SYSTEMS LLC Total				**$**	**2,000.00**
LIFE LAB SCIENCE PROGRAM	1/12/2024	4021674	060	$	3,855.28
LIFE LAB SCIENCE PROGRAM Total				**$**	**3,855.28**
LIFELINE SALES CORP	1/18/2024	4021789	130	$	30,130.26
LIFELINE SALES CORP Total				**$**	**30,130.26**
LINDA LOPEZ CHAVEZ	1/12/2024	4021687	010	$	253.14
LINDA LOPEZ CHAVEZ Total				**$**	**253.14**
LITERACY RESOURCES LLC	1/12/2024	4021675	060	$	288.36
	1/26/2024	4021960	060	$	696.40
LITERACY RESOURCES LLC Total				**$**	**984.76**
LITTLE HEROES	1/18/2024	4021784	010	$	16,525.00
			060	$	32,775.00
	1/26/2024	4021961	088	$	100.00
LITTLE HEROES Total				**$**	**49,400.00**
LOWES COMPANIES INC.	1/12/2024	4021676	140	$	4,114.01
LOWES COMPANIES INC. Total				**$**	**4,114.01**
LOZANO SMITH LLP	1/19/2024	4021842	010	$	15,441.66
			080	$	9,999.50
LOZANO SMITH LLP Total				**$**	**25,441.16**

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Vendor Name	Date	Warrant #	Fund	Sum of Amount
LPA INC	1/26/2024	4021962	210	$ 80,672.26
LPA INC Total				**$ 80,672.26**
MARIA CABRERA	1/26/2024	4021988	080	$ 74.79
MARIA CABRERA Total				**$ 74.79**
MARIA CARMINA OROZCO	1/18/2024	4021781	010	$ 79.91
MARIA CARMINA OROZCO Total				**$ 79.91**
MARIA S LIMA	1/26/2024	4021989	060	$ 411.24
MARIA S LIMA Total				**$ 411.24**
MARK L. FARNELL	1/19/2024	4021873	120	$ 664.05
MARK L. FARNELL Total				**$ 664.05**
MAXIM HEALTHCARE SERVICES	1/12/2024	4021719	010	$ 3,173.30
	1/19/2024	4021800	010	$ 3,379.68
MAXIM HEALTHCARE SERVICES Total				**$ 6,552.98**
MIKES SHY NON SHIRTS INC.	1/26/2024	4022003	010	$ 1,807.42
MIKES SHY NON SHIRTS INC. Total				**$ 1,807.42**
MIRACLE PLAYSYSTEMS INC.	1/19/2024	4021855	210	$ 190,399.91
MIRACLE PLAYSYSTEMS INC. Total				**$ 190,399.91**
MONARCH TRUCK SERVICE	1/12/2024	4021688	010	$ 387.96
MONARCH TRUCK SERVICE Total				**$ 387.96**
MUS VIL INC.	1/26/2024	4021927	010	$ 181.41
MUS VIL INC. Total				**$ 181.41**
NATIONAL BUSINESS FURNITURE	1/26/2024	4021990	010	$ 1,905.89
NATIONAL BUSINESS FURNITURE Total				**$ 1,905.89**
NCS PEARSON INC.	1/19/2024	4021874	080	$ 42.55
NCS PEARSON INC. Total				**$ 42.55**
NERELYN HERNANDEZ-RIVERA	1/25/2024	4021914	010	$ 409.39
NERELYN HERNANDEZ-RIVERA Total				**$ 409.39**
NINYO & MOORE GEOTECHNICAL AND	1/12/2024	4021760	210	$ 1,005.25
	1/19/2024	4021801	210	$ 17,257.00
		4021890	210	$ 3,522.25
	1/26/2024	4021963	210	$ 8,280.75
NINYO & MOORE GEOTECHNICAL AND Total				**$ 30,065.25**
NO TEARS LEARNING INC.	1/19/2024	4021891	080	$ 324.86
NO TEARS LEARNING INC. Total				**$ 324.86**
OCCUPATIONAL HEALTH CTR OF CA	1/19/2024	4021802	010	$ 356.00
		4021856	010	$ 738.00
	1/26/2024	4021964	010	$ 622.00
OCCUPATIONAL HEALTH CTR OF CA Total				**$ 1,716.00**
OFFICE DEPOT BUSINESS SOLUTION	1/12/2024	4021689	010	$ 1,592.20
			080	$ 85.85
			130	$ 190.02
		4021702	010	$ 3,243.34
		4021720	010	$ 236.04
	1/19/2024	4021901	010	$ 3,798.56
			080	$ 327.50
	1/26/2024	4021976	010	$ 3,189.42
			060	$ 118.66
			088	$ 682.13
		4021996	010	$ 4,653.94
			060	$ 42.54
			080	$ 84.70

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OFFICE DEPOT BUSINESS SOLUTION	1/26/2024	4021996	130	$ 164.03
OFFICE DEPOT BUSINESS SOLUTION Total				**$ 18,408.93**
ONE STONE APPAREL INC.	1/19/2024	4021803	088	$ 650.47
ONE STONE APPAREL INC. Total				**$ 650.47**
OREGON SCHOOL PERSONNEL	1/19/2024	4021857	010	$ 925.00
OREGON SCHOOL PERSONNEL Total				**$ 925.00**
O'REILLY AUTOMOTIVE STORES INC	1/12/2024	4021701	010	$ 1,176.06
	1/26/2024	4021928	010	$ 561.11
O'REILLY AUTOMOTIVE STORES INC Total				**$ 1,737.17**
OTC DIRECT INC	1/19/2024	4021804	088	$ 422.11
OTC DIRECT INC Total				**$ 422.11**
PARTRIDGE CONSULTING INC.	1/12/2024	4021744	080	$ 6,000.00
PARTRIDGE CONSULTING INC. Total				**$ 6,000.00**
PATRICIA M TOVAR	1/12/2024	4021690	010	$ 50.78
PATRICIA M TOVAR Total				**$ 50.78**
PATRICIA PENA	1/12/2024	4021773	010	$ 1,533.86
PATRICIA PENA Total				**$ 1,533.86**
PATRICIA RODRIGUEZ	1/19/2024	4021875	010	$ 28.39
PATRICIA RODRIGUEZ Total				**$ 28.39**
PERMANENT FOOD SYSTEMS INC.	1/19/2024	4021843	130	$ 30.00
	1/26/2024	4021929	130	$ 565.40
PERMANENT FOOD SYSTEMS INC. Total				**$ 595.40**
PERRIN BERNANRD SUPOWITZ	1/19/2024	4021885	130	$ 14,585.67
PERRIN BERNANRD SUPOWITZ Total				**$ 14,585.67**
PG&E	1/11/2024	4021661	010	$ 207,502.98
PG&E Total				**$ 207,502.98**
PILOT TRAVEL CENTERS LLC	1/12/2024	4021703	010	$ 54.15
PILOT TRAVEL CENTERS LLC Total				**$ 54.15**
PIZZA MARIA	1/19/2024	4021805	010	$ 923.55
	1/26/2024	4021977	010	$ 241.76
PIZZA MARIA Total				**$ 1,165.31**
PPT HOLDINGS I LLC	1/19/2024	4021858	210	$ 4,337.94
	1/26/2024	4021965	210	$ 13,208.98
PPT HOLDINGS I LLC Total				**$ 17,546.92**
PRIDE Publishing LLC	1/12/2024	4021721	060	$ 8,713.57
PRIDE Publishing LLC Total				**$ 8,713.57**
PROFESSIONAL SERVICE	1/12/2024	4021761	210	$ 2,995.00
PROFESSIONAL SERVICE Total				**$ 2,995.00**
PROJECT SUPPORT SERVICES INC	1/12/2024	4021762	210	$ 17,350.01
	1/19/2024	4021892	210	$ 762.50
PROJECT SUPPORT SERVICES INC Total				**$ 18,112.51**
PRSA INC	1/19/2024	4021806	010	$ 251.49
PRSA INC Total				**$ 251.49**
PSYCHED SERVICES	1/12/2024	4021745	080	$ 2,380.00
	1/26/2024	4021966	080	$ 9,520.00
		4021991	080	$ 24,550.00
PSYCHED SERVICES Total				**$ 36,450.00**
QUADIENT, INC.	1/19/2024	4021807	010	$ 576.85
QUADIENT, INC. Total				**$ 576.85**
RAFAEL PAREDES	1/12/2024	4021722	080	$ 30.13
RAFAEL PAREDES Total				**$ 30.13**

AP Check Register - Pivot Table Summary by Vendor
January 2024

Vendor Name	Date	Warrant #	Fund	Sum of Amount
RAMIREZ, LILIA	1/19/2024	4021808	130	$ 44.36
RAMIREZ, LILIA Total				**$ 44.36**
REALLY GOOD STUFF LLC	1/12/2024	4021677	010	$ 209.68
REALLY GOOD STUFF LLC Total				**$ 209.68**
RECOLOGY SOUTH BAY	1/18/2024	4021779	010	$ 18,473.91
	1/19/2024	4021844	010	$ 3,234.33
RECOLOGY SOUTH BAY Total				**$ 21,708.24**
REHON & ROBERTS APC	1/19/2024	4021809	010	$ 69,915.73
REHON & ROBERTS APC Total				**$ 69,915.73**
RESOURCE AREA FOR TEACHERS	1/12/2024	4021678	010	$ 8,000.00
	1/26/2024	4021930	010	$ 19.69
RESOURCE AREA FOR TEACHERS Total				**$ 8,019.69**
RFC WIRELESS INC	1/12/2024	4021679	010	$ 66.82
RFC WIRELESS INC Total				**$ 66.82**
RICK DELONG	1/19/2024	4021833	010	$ 3,680.00
RICK DELONG Total				**$ 3,680.00**
RIPCORD INC	1/26/2024	4021967	010	$ 348.77
RIPCORD INC Total				**$ 348.77**
RO HEALTH INC.	1/12/2024	4021723	010	$ 15,994.83
	1/26/2024	4021968	010	$ 30,356.81
RO HEALTH INC. Total				**$ 46,351.64**
ROCKETSHIP FUERZA	1/12/2024	4021704	010	$ 136,961.00
ROCKETSHIP FUERZA Total				**$ 136,961.00**
ROCKETSHIP SI SE PUEDE	1/12/2024	4021705	010	$ 77,007.00
ROCKETSHIP SI SE PUEDE Total				**$ 77,007.00**
RODAN BUILDERS INC.	1/19/2024	4021859	210	$ 2,500,062.09
RODAN BUILDERS INC. Total				**$ 2,500,062.09**
RODAN ENTERPRISES INC.	1/26/2024	4021969	010	$ 565.00
RODAN ENTERPRISES INC. Total				**$ 565.00**
ROLLINS INC.	1/19/2024	4021834	050	$ 2,000.00
		4021845	050	$ 2,000.00
ROLLINS INC. Total				**$ 4,000.00**
ROSIO DELUNA	1/12/2024	4021724	080	$ 34.06
ROSIO DELUNA Total				**$ 34.06**
ROUND TABLE PIZZA	1/19/2024	4021893	010	$ 209.93
	1/26/2024	4021970	010	$ 359.73
ROUND TABLE PIZZA Total				**$ 569.66**
RR DONNELLEY	1/19/2024	4021876	060	$ 2,595.99
RR DONNELLEY Total				**$ 2,595.99**
SABINA MURESAN	1/12/2024	4021746	010	$ 32.10
SABINA MURESAN Total				**$ 32.10**
SAN JOSE CHARTERS INC	1/12/2024	4021725	010	$ 2,422.50
			060	$ 2,422.50
SAN JOSE CHARTERS INC Total				**$ 4,845.00**
SAN JOSE LEARNING CENTER LLC	1/26/2024	4021931	010	$ 598.00
SAN JOSE LEARNING CENTER LLC Total				**$ 598.00**
SAN JOSE UNIFIED SCHOOL	1/19/2024	4021846	080	$ 44,345.00
SAN JOSE UNIFIED SCHOOL Total				**$ 44,345.00**
SAN JOSE WATER COMPANY	1/11/2024	4021662	010	$ 89,219.94
SAN JOSE WATER COMPANY Total				**$ 89,219.94**
SAN MATEO COUNTY SCHOOLS	1/18/2024	4021782	670	$ 257,195.01

AP Check Register - Pivot Table Summary by Vendor
January 2024

Vendor Name	Date	Warrant #	Fund	Sum of Amount
SAN MATEO COUNTY SCHOOLS Total				**$ 257,195.01**
SANCHEZ, MELANY	1/19/2024	4021877	060	$ 452.89
SANCHEZ, MELANY Total				**$ 452.89**
SANTA CLARA COUNTY OFFICE OF	1/19/2024	4021810	060	$ 220.00
		4021878	010	$ 642.61
			060	$ 8,490.00
	1/26/2024	4021932	010	$ 6,605.25
SANTA CLARA COUNTY OFFICE OF Total				**$ 15,957.86**
SAVE MART SUPERMARKETS	1/12/2024	4021680	010	$ 192.20
	1/19/2024	4021811	010	$ 277.90
		4021860	010	$ 214.84
	1/26/2024	4022010	080	$ 200.30
SAVE MART SUPERMARKETS Total				**$ 885.24**
SCHOLASTIC	1/12/2024	4021681	010	$ 230.34
SCHOLASTIC Total				**$ 230.34**
SCHOLASTIC BOOK FAIRS	1/26/2024	4021933	088	$ 2,133.94
		4022004	088	$ 5,322.00
SCHOLASTIC BOOK FAIRS Total				**$ 7,455.94**
SCHOOL NURSE SUPPLY INC.	1/12/2024	4021726	010	$ 815.03
	1/26/2024	4021992	010	$ 206.91
SCHOOL NURSE SUPPLY INC. Total				**$ 1,021.94**
SCHOOL SERVICES OF CALIFORNIA	1/12/2024	4021727	010	$ 375.00
	1/19/2024	4021812	010	$ 195.00
SCHOOL SERVICES OF CALIFORNIA Total				**$ 570.00**
SCHOOL SPECIALTY LLC	1/12/2024	4021682	010	$ 132.12
SCHOOL SPECIALTY LLC Total				**$ 132.12**
SCIENCE FROM SCIENTISTS INC.	1/26/2024	4021971	010	$ 1,415.10
			060	$ 2,334.90
SCIENCE FROM SCIENTISTS INC. Total				**$ 3,750.00**
SECURITY CONTRACTOR SERVICES	1/19/2024	4021835	050	$ 59.50
SECURITY CONTRACTOR SERVICES Total				**$ 59.50**
SELF INSURED SCHOOLS OF	1/18/2024	4021783	670	$ 916,729.00
SELF INSURED SCHOOLS OF Total				**$ 916,729.00**
SELWAY CONSTRUCTION INC	1/12/2024	4021766	050	$ 4,648.00
SELWAY CONSTRUCTION INC Total				**$ 4,648.00**
SERVICE STATION SYSTEMS	1/12/2024	4021706	010	$ 588.95
		4021767	010	$ 275.00
	1/26/2024	4022005	010	$ 275.00
SERVICE STATION SYSTEMS Total				**$ 1,138.95**
SFCC INTERMEDIATEHOLDINGS INC	1/26/2024	4021934	010	$ 417.38
SFCC INTERMEDIATEHOLDINGS INC Total				**$ 417.38**
SHARED PLATE STRATEGIES LLC	1/19/2024	4021813	130	$ 3,938.00
SHARED PLATE STRATEGIES LLC Total				**$ 3,938.00**
SIXTH DIMENSION PMCM INC	1/19/2024	4021861	210	$ 40,591.75
SIXTH DIMENSION PMCM INC Total				**$ 40,591.75**
SOUTHERN COUNTIES LUBRICANTS	1/26/2024	4021935	010	$ 15,124.01
		4022006	010	$ 15,176.81
SOUTHERN COUNTIES LUBRICANTS Total				**$ 30,300.82**
SPURR	1/18/2024	4021780	010	$ 14,691.19
SPURR Total				**$ 14,691.19**
STARFALL EDUCATION FOUNDATION	1/19/2024	4021814	060	$ 355.00

AP Check Register - Pivot Table Summary by Vendor
January 2024

Vendor Name	Date	Warrant #	Fund	Sum of Amount
STARFALL EDUCATION FOUNDATION Total				**$ 355.00**
STATE OF CALIFORNIA	1/19/2024	4021862	010	$ 674.00
STATE OF CALIFORNIA Total				**$ 674.00**
STATE WATER RESOURCES	1/12/2024	4021771	010	$ 1,673.00
STATE WATER RESOURCES Total				**$ 1,673.00**
STEPHANIE CARACHEO	1/19/2024	4021894	088	$ 78.44
STEPHANIE CARACHEO Total				**$ 78.44**
STEVEN WAYNE DOTY	1/10/2024	4021653	050	$ 3,500.00
	1/19/2024	4021836	050	$ 2,704.85
STEVEN WAYNE DOTY Total				**$ 6,204.85**
STLR CORPORATION	1/12/2024	4021768	010	$ 1,757.50
STLR CORPORATION Total				**$ 1,757.50**
STUDIO W ASSOCIATES INC.	1/12/2024	4021763	210	$ 60,432.00
STUDIO W ASSOCIATES INC. Total				**$ 60,432.00**
SUNBELT RENTALS INC.	1/19/2024	4021837	050	$ 3,868.34
SUNBELT RENTALS INC. Total				**$ 3,868.34**
SYSCO SAN FRANCISCO INC.	1/11/2024	4021657	130	$ 11,192.80
SYSCO SAN FRANCISCO INC. Total				**$ 11,192.80**
SYSERCO INC.	1/19/2024	4021838	050	$ 12,894.00
SYSERCO INC. Total				**$ 12,894.00**
TAG/AMS. INC.	1/26/2024	4021936	010	$ 510.00
TAG/AMS. INC. Total				**$ 510.00**
TALTON, VERONICA	1/12/2024	4021747	010	$ 24.24
TALTON, VERONICA Total				**$ 24.24**
TANU KOHLI	1/26/2024	4021993	010	$ 167.29
TANU KOHLI Total				**$ 167.29**
TAYMARK	1/19/2024	4021895	010	$ 1,400.09
TAYMARK Total				**$ 1,400.09**
TEACHER CREATED MATERIALS INC.	1/12/2024	4021748	060	$ 5,500.00
TEACHER CREATED MATERIALS INC. Total				**$ 5,500.00**
TEAMSTERS MANAGED TRUST FUNDS	1/19/2024	4021815	670	$ 237,077.00
TEAMSTERS MANAGED TRUST FUNDS Total				**$ 237,077.00**
TEODOLINDA FARIAS MENDOZA	1/25/2024	4021915	010	$ 157.82
TEODOLINDA FARIAS MENDOZA Total				**$ 157.82**
THE CREEKSIDE SCHOOL	1/19/2024	4021847	080	$ 9,535.00
THE CREEKSIDE SCHOOL Total				**$ 9,535.00**
THE DANIELSEN COMPANY	1/11/2024	4021658	130	$ 23,018.60
THE DANIELSEN COMPANY Total				**$ 23,018.60**
THE ENVISIONEERS INC	1/19/2024	4021816	060	$ 70,067.26
THE ENVISIONEERS INC Total				**$ 70,067.26**
THE PAPE' GROUP INC	1/12/2024	4021691	010	$ 169.00
THE PAPE' GROUP INC Total				**$ 169.00**
THE PROPHET CORPORATION	1/12/2024	4021728	010	$ 145.58
	1/19/2024	4021879	010	$ 755.34
THE PROPHET CORPORATION Total				**$ 900.92**
THE STEPPING STONES GROUP LLC	1/12/2024	4021749	080	$ 70,784.35
	1/19/2024	4021848	080	$ 92,468.80
THE STEPPING STONES GROUP LLC Total				**$ 163,253.15**
THINK TOGETHER	1/19/2024	4021817	060	$ 164,064.18
		4021880	060	$ 366,818.20
			120	$ 181,701.76

AP Check Register - Pivot Table Summary by Vendor
January 2024

Vendor Name	Date	Warrant #	Fund	Sum of Amount
THINK TOGETHER Total				**$ 712,584.14**
THREADWORKZ LLC	1/19/2024	4021818	060	$ 11,627.66
THREADWORKZ LLC Total				**$ 11,627.66**
TIME LLC	1/19/2024	4021881	060	$ 105.00
TIME LLC Total				**$ 105.00**
TOP 10 PRODUCE LLC	1/12/2024	4021683	130	$ 4,000.00
TOP 10 PRODUCE LLC Total				**$ 4,000.00**
TURF STAR	1/19/2024	4021849	050	$ 284.66
TURF STAR Total				**$ 284.66**
U.S. BANK	1/18/2024	4021777	010	$ 14,466.73
			130	$ 320.06
			210	$ 4,735.96
U.S. BANK Total				**$ 19,522.75**
UBEO MIDCO LLC	1/26/2024	4021941	010	$ 1,753.03
			060	$ 215.10
		4022011	010	$ 688.20
UBEO MIDCO LLC Total				**$ 2,656.33**
ULINE INC	1/12/2024	4021729	010	$ 1,077.40
ULINE INC Total				**$ 1,077.40**
UMA RAVISHANKER	1/26/2024	4021994	060	$ 197.85
UMA RAVISHANKER Total				**$ 197.85**
UNITED PARCEL SERVICE	1/19/2024	4021819	010	$ 161.80
UNITED PARCEL SERVICE Total				**$ 161.80**
UNITED REFRIGERATION INC.	1/12/2024	4021764	050	$ 347.64
		4021769	050	$ 31.83
	1/19/2024	4021850	050	$ 1,766.90
UNITED REFRIGERATION INC. Total				**$ 2,146.37**
VALLEY TRANSPORTATION AUTH.	1/19/2024	4021882	060	$ 8,285.00
VALLEY TRANSPORTATION AUTH. Total				**$ 8,285.00**
VANESSA DEAN	1/25/2024	4021916	060	$ 80.35
VANESSA DEAN Total				**$ 80.35**
VANESSA MARIE ESQUIBEL	1/26/2024	4021995	010	$ 218.94
VANESSA MARIE ESQUIBEL Total				**$ 218.94**
VARITRONICS LLC	1/26/2024	4022007	010	$ 1,678.91
VARITRONICS LLC Total				**$ 1,678.91**
VENTRIS LEARNING LLC	1/19/2024	4021883	080	$ 327.25
VENTRIS LEARNING LLC Total				**$ 327.25**
VERIZON COMMUNICATIONS INC.	1/12/2024	4021750	010	$ 5,850.19
VERIZON COMMUNICATIONS INC. Total				**$ 5,850.19**
VISION SERVICE PLAN	1/19/2024	4021820	670	$ 12,311.61
VISION SERVICE PLAN Total				**$ 12,311.61**
VISTA CENTER FOR THE BLIND &	1/12/2024	4021751	080	$ 665.00
VISTA CENTER FOR THE BLIND & Total				**$ 665.00**
VOCOVISION LLC	1/12/2024	4021752	080	$ 40,767.01
VOCOVISION LLC Total				**$ 40,767.01**
VOYAGER SOPRIS LEARNING INC.	1/10/2024	4021654	060	$ 958.59
VOYAGER SOPRIS LEARNING INC. Total				**$ 958.59**
W.W. GRAINGER INC.	1/19/2024	4021839	050	$ 3,415.98
W.W. GRAINGER INC. Total				**$ 3,415.98**
WARDS AUTO SUPPLY INC	1/12/2024	4021770	010	$ 569.43
WARDS AUTO SUPPLY INC Total				**$ 569.43**

AP Check Register - Pivot Table Summary by Vendor
January 2024

Vendor Name	Date	Warrant #	Fund	Sum of Amount
WEX Health Inc	1/12/2024	4021692	670	$ 60.00
WEX Health Inc Total				**$ 60.00**
WILD RIVER MARKETING,INC	1/26/2024	4021972	130	$ 1,108.50
WILD RIVER MARKETING,INC Total				**$ 1,108.50**
WINSOR LEARNING INC.	1/12/2024	4021730	060	$ 375.00
WINSOR LEARNING INC. Total				**$ 375.00**
WOWZY CREATION CORP.	1/12/2024	4021684	010	$ 45.31
WOWZY CREATION CORP. Total				**$ 45.31**
YMCA OF SILICON VALLEY	1/19/2024	4021896	060	$ 438,391.00
YMCA OF SILICON VALLEY Total				**$ 438,391.00**
YONDR INC	1/19/2024	4021863	010	$ 7,516.40
YONDR INC Total				**$ 7,516.40**
Grand Total				**$ 9,787,960.13**

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 30, 2024

Subject: **Approve Bond Contracts/Extensions**

Staff Analysis: The District has received a summarized list of bond contracts/extensions dates February 8, 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

9.05
Agenda Placement

Meeting: February 8, 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
February 8, 2024 Board Meeting

BOND CONTRACTS/EXTENSIONS

CONTRACTOR NAME	DATE OF SERVICE	COST	PURPOSE
EpoxyFloors	02/09/24	$ 54,490.00	Contractor will resurface the concrete locker Room flooring and tile molding at both Sheppard Middle School and Renaissance Academy at Fischer by applying an epoxy coating.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Board Ready Memo (contracts under $100K)

To: Hilaria Bauer, Ph.D., Superintendent

From: Marc Freitas, Director of Facilities, Bonds, and Leases

Re: Contract Approval: **EpoxyFloors**

Date: January 30, 2024

Description of services being provided:
EpoxyFloors, Incorporated will resurface the concrete locker room flooring at both Sheppard Middle School and Renaissance Academy at Fischer. Both the boy's and girl's locker room flooring at the 2 sites need repairs due to excessive cracks which may become a safety hazard if not addressed. The resurfacing will consist of applying an epoxy coating to the locker room flooring and to the 6-inch tile perimeter. The epoxy application on the concrete locker room floors will provide a low-maintenance solution, along with helping withstand the wear and tear of everyday traffic.

Recommendation:
Staff recommends the Board of Trustees approve the contract with EpoxyFloors in the amount of $54,490 dollars for the resurfacing of the locker room floors at Sheppard Middle School and Renaissance Academy at Fischer.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Bonds Dept. (School/Dept.) VENDOR NO. _____

Submitted by: Marc Freitas/Maria Martinez

☑ **Independent Contract** ☐ **MOU**

☐ Master Contract

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

Name of Individual/Company: ExpoxyFloors Inc.

Address: 21150 Uvas Rd City: Morgan Hill State: CA Zip: 95037

Phone: (408) 829-8230 Email Address: _____

SSN: _____ or Fed I.D. #: 983839

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on February 9, 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").
Resurface concrete locker room flooring and tile molding at Sheppard M.S. and Renaissance Academy at Fischer by applying an epoxy coating. The resurfacing will be applied to both girls and boys locker rooms at each school site.

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:** $56,490 (describe rate agreement) Total cost for Sheppard M.S. $26,600.00
Total cost for Renaissance at Fischer $29,890.00

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC initials
210	9600	0	6200	00	9000	8500	210011	290	9600	$56,490	

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

PROPOSAL

OT Epoxy Floors - Concrete Polishing & Epoxy Floor

License #9833839

OT EpoxyFloors inc.

est 2008

www.otepoxyfloors.com

Proudly serving the entire Bay Area - 408-829-8230

21150 Uvas Rd ,
Morgan Hill , Ca , 95037.

Costumer Maria Martinez - Fischer

Address 1720 Hopkins dr

City, State, Zip San Jose , Ca

Phone Number 408-609-1359

E-Mail maria.j.martinez@arusd.org

Material Source Arizona Polymer Flooring — Other — NA

Description	Sqft	Price	Total
Surface Preparation: Mechanical Diamond Grinding. **Repair:** Cracks and Holes. **Primer:** Vapor Barrier Slab Lock 100. **Solid Color + Flakes:** 550 Epoxy 95% Solid Epoxy + Broadcast Granitex Color 1/4" Flakes. **Seal Coat:** Low Odor Aspartic 85 Slow Go 85% Solids Polyaspartic Urethane.	2100 135 girls 1900 135 girls	7	$29890.00

Flake	Ash Wood Marble	Ashton Midnight	Canyon River Bed	Dolphin Saddle Tan	Igneous White Granite	Nautical White Water
Solid Color	125 Sterling	000 White	002 Black	117 Bone	120 Delta Fog	065 Slate

Notes: 6 inch tile along perimeter will be repair and coated black .Storage inluded .

Color of floor will be tuxedo with royal blue. Brodcast will be 75% . Alumiun oxide will be added for extra texture 30 gritt 70 %

Tentative start date of Friday, February 16th with a not to exceed end date of Sunday, February 25th.

Method of Payment	CC. 3% Processing fee	Paypal	Check	
	Venmo	Zelle	Cash	
			Total	$29890.00

Notes:

Acceptance

This above price, specifications and conditions are satisfactory and are hereby accepted, subject to the following provisions. (i) O.T. Epoxy Floors agrees to perform the work described in this proposal in a substantial manner according with the standard specifications submitted for this kind of work. (ii)The Customer authorized O.T. Epoxy Floors to do the work as specified. (iii) Any alteration or derivation from above specifications will be priced individually and agreed upon in writing by both parties, before additional work is performed. The cost will be added to the original project price. (iv) 10% of payment will b collected at the beginning and the rest at the termination of the project. (v) Upfront payment is non-refundable once the work or project has been started. However, you may re-schedule, postpone or del the work before it has begun without penalty. (vi) I grant to O.T. Epoxy Floors permission to take and use the images of the inside of my premises relating to the service performed to use them to publicize, promote and advertise including but not limited to use for point of sale advertising. (vii) O.T. Epoxy Floors offers a life time Warranty subject to the determined conditions. This proposal is valid for a period of up to 30 days from the date its issued.

PROPOSAL

OT Epoxy Floors - Concrete Polishing & Epoxy Flooring | Esta. 2008

OT Epoxy Floors inc.
Esta 2008
www.otepoxyfloors.com

License #9833839

Proudly serving the entire Bay Area - 408-829-8230

21150 Uvas Rd ,
Morgan Hill , Ca , 95037.

Costumer Maria Martinez - Shepperd

Address 480 Rough Ready

City, State, Zip San Jose , Ca

Phone Number 408-609-1359

E-Mail maria.j.martinez@arusd.org

Material Source	Arizona Polymer Flooring	Other	NA

Surface Preparation: Mechanical Diamond Grinding.

Repair: Cracks and Holes.

Primer: Vapor Barrier Slab Lock 100.

Solid Color + Flakes: 550 Epoxy 95% Solid Epoxy + Broadcast Granitex Color 1/4" Flakes.

Seal Coat: Low Odor Aspartic 85 Slow Go 85% Solids Polyaspartic Urethane.

Flake	Ash Wood Marble	Ashton Midnight	Canyon River Bed	Dolphin Saddle Tan	Igneous White Granite	Nautical White Water
Solid Color	125 Sterling	000 White	002 Black	117 Bone	120 Delta Fog	065 Slate

	7	$26600.00	
1900	Boys		
1900	Gilrs		

Notes: 6 inch tile along perimeter will be repair and coated black .Storage inluded .

Color of floor will be tuxedo. Brodcast will be 75% . Alumiun oxide will be added for extra texture 30 gritt 70 %

Tentative start date of Friday, February 16th with a not to exceed end date of Sunday, February 25th.

Method of Payment	CC. 3% Processing fee	Paypal	Check
	Venmo	Zelle	Cash

Total $26600.00

Notes

Acceptance

This above price, specifications and conditions are satisfactory and are hereby accepted, subject to the following provisions (i) O.T Epoxy Floors agrees to perform the work described in this proposal in a substantial manner according with the standard specifications submitted for this kind of work. (ii)The Customer authorized O.T Epoxy Floors to do the work as specified. (iii) Any alteration or derivation from above specifications will be priced individually and agreed upon in writing by both parties, before additional work is performed. The cost will be added to the original project price. (iv) 10% of payment will be collected at the beginning and the rest at the termination of the project. (v) Upfront payment is non-refundable once the work or project has been started. However, you may re-schedule, postpone or delay the work before it has begun without penalty. (vi) I grant to O.T Epoxy Floors permission to take and use the images of the inside of my premises relating to the service performed to use them to publicize, promote and advertise including but not limited to use for point of sale advertising. (vii) O.T Epoxy Floors offers a life time Warranty subject to the determined conditions. This proposal is valid for a period of up to 30 days from the date its issued.

9.06

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/February 8, 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: Meeting: February 8, 2024
Recommend Approval Regular Board Meeting

9.06
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-
HUMAN RESOURCES DEPARTMENT
MEETING OF THE BOARD OF TRUSTEES
February 8, 2024

CERTIFICATED OFFER OF EMPLOYMENT:

I. New Hire:

1.	Fiorentino, Kelly	Core/George Middle School	01/08/2024
2.	Vu, Nhu	SDC/Aptitutd Comm at Goss Academy	01/29/2024

II. New Hire-Substitute Teacher:

1.	Agonias, Roseanne	01/23/2024
2.	Oros, Elisa	01/18/2024
3.	Patten, Amelia	01/18/2024
4.	Ruvalcaba, Sophia	01/10/2024
5.	Salloom, Raycardo	01/18/2024
6.	Smith, Kristin	01/16/2024
7.	Taylor, Jamil	01/16/2024

III. Contracts:

1.	Gallegos, Jessica	District ELPAC Test Examiner	02/09/2024-06/30/2024
2.	Kandasamythevar, Soundararajan	District ELPAC Test Examiner	02/09/2024-06/30/2024
3.	Perez, Yazmin	District ELPAC Test Examiner	02/09/2024-06/30/2024
4.	Salazar, Israel	District ELPAC Test Examiner	02/09/2024-06/30/2024
5.	Singh, Kirandeep	District ELPAC Test Examiner	02/09/2024-06/30/2024

IV. Substitute Residential Teacher Contracts:

1.	Chaves, Israel	02/01/2024-02/29/2024
2.	Faines, Anna	02/01/2024-02/29/2024
3.	Fenstermaker, Andrew	02/01/2024-02/29/2024
4.	Morquecho, Leticia	02/01/2024-02/29/2024
5.	Perez, Irving	02/01/2024-02/29/2024
6.	Saavedra, Noe	02/01/2024-02/29/2024

V. Initial Variable Term Credential Waiver:

1. Huynh, Van BCLAD: Vietnamese Authorization Program

CLASSIFIED PERSONNEL – February 8, 2024

CLASSIFIED OFFERS OF EMPLOYMENT:

I. New Employee:

1.	Aldana Alfaro, Eva Ines	Autism Intervention Assistant/ Special Education Department	01/16/2024
2.	Robles, Veronica	Administrative Assistant/State & Federal	01/25/2024
3.	Atilano Alva, Teresa	Night Custodian II(Floater)/Facilities	01/24/2024

II. Re-Hire:

1.	Ramirez, Jesus	Night Custodian II-Middle/Ocala	01/08/2024

III. 39 Month Re-Employment:

1.	Ibanez, Aida	Child Nutrition Assistant I/Ocala	01/29/2024-04/29/2027

IV. Classified Substitute Terminated:

1.	Moreno, DaisyStephanie J	Substitute Clerical	02/01/2024

9.07

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: January 29, 2024

Subject: **Resolution No. 31-23/24**
Read Across America – March 2, 2024
March 2, 2024, has been proclaimed as Read Across America Day

Staff Analysis: The Alum Rock Union Elementary School District is proud to join with the National Education Association in calling upon the staff, families, and community of this district to assure that every child is reading with a caring adult on March 2, 2024. The goal is to celebrate a nation of diverse readers, academically engaging students while building cultural awareness, encouraging empathy and acceptance, and emphasizing the importance of racial, social and economic justice in public education.

Recommendation: Staff recommends approval of **Resolution No. 31-23/24**, Read Across America Day – March 2, 2024, 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: February 8, 2024
Regular Board Meeting

Recommend Approval
9.07
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Resolution No.31-23/24
PROCLAIMING MARCH 2, 2024
"READ ACROSS AMERICA DAY"

WHEREAS, the staff, parents, and community of the Alum Rock Union Elementary School District stand firmly committed to promoting reading as the catalyst for our students' future academic success, their preparation for America's jobs of the future, and their ability to compete in the global economy, and

WHEREAS, the staff, parents, and community of the Alum Rock Union Elementary School District strive to provide significant leadership in the area of community involvement in the education of our youth, which is grounded in the principle that educational investment is the key to the community's well-being and long-term quality of life; and

WHEREAS, Read Across America Day, a national celebration of reading on March 2nd, promotes reading and adult involvement in the education of our community's students;

WHEREAS, "Read Across America" celebrates a nation of diverse readers, academically engaging students while building cultural awareness, encouraging empathy and acceptance, and emphasizing the importance of racial, social and economic justice in public education;

NOW, THEREFORE, BE IT RESOLVED, on February 8, 2024, that the Alum Rock Union Elementary School District and the California State Board of Education proclaim Wednesday, March 2, 2024, as "Read Across America Day" and call upon the staff, parents, and the community of the Alum Rock Union Elementary School District to assure that every child is in a safe place reading with a caring adult on March 2, 2024.

PASSED AND ADOPTED this 8th day of February, 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 February 8, 2024.

_____ _____

Hilaria Bauer, Ph.D., Superintendent Date

9.08

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 29, 2024

Subject: **Resolution No. 33-23/24**
Arts Education Month – March, 2024
March, 2024, has been proclaimed as Arts Education Month.

Staff Analysis: This resolution proclaims the month of March, 2024, as Arts Education Month and encourages all educational communities to celebrate the arts with meaningful student activities and programs that demonstrate learning and understanding in the visual and performing arts. The strategy is to develop and maintain productive, meaningful partnerships with families and communities to ensure the highest quality education for all students.

Recommendation: Staff recommends approval of **Resolution No. 33-23/24**, Arts Education Month, as presented.

Submitted by: Emily McChristian EM Title: VAPA Coordinator, Academic Services

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

To the Board of Trustees: Meeting: February 8, 2024
Regular Board Meeting

Recommend Approval

9.08
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Resolution No. 33-23/24
PROCLAIMING MARCH, 2024
"ARTS EDUCATION MONTH"

WHEREAS, Arts Education, which includes dance, music, theater, media arts, and the visual arts, is an indispensable part of basic education for all students, kindergarten through grade twelve, to enhance their understanding of the world and to develop their full potential;

WHEREAS, through well planned instruction and activities in art, children develop initiative, creative ability, self-expression, self-reflection, critical thinking skills, discipline, a heightened appreciation of beauty, and cross-cultural understanding;

WHEREAS, the arts are collectively one of the most important repositories of culture, and experience in the arts fosters insights and abilities central to the experience of life;

WHEREAS, many national and state professional arts education associations sponsor celebrations each March encouraging student participation in the arts;

WHEREAS, these celebrations give California schools an important opportunity to focus on the value of the arts for all students, promote cross-cultural understanding, give recognition to the state's outstanding young artists, and enhance public support for the arts; and

WHEREAS, the *Visual and Performing Arts Framework for California Public Schools, Kindergarten through Grade Twelve,* adopted by the California State Board of Education in 1995, states that education in the arts is "essential for all students" and calls upon the California public schools to "provide a balanced curriculum, with the arts as a part of the core of all students, kindergarten through grade twelve, no matter what the students' abilities, language capacities, or special needs happen to be;"

NOW, THEREFORE, BE IT RESOLVED, the Alum Rock Union Elementary School District joins with the California State Board of Education in proclaiming the month of March, 2024, as "Arts Education Month" and encourages all educational communities to celebrate the arts with meaningful student activities and programs that demonstrate learning and understanding in the visual and performing arts.

PASSED AND ADOPTED this 8th day of February, 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 February 8, 2024.

_____ _____

Hilaria Bauer, Ph.D., Superintendent Date

9.09

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: February 1, 2024

Subject: **Resolution No. 32-23/24**
Women's History Month – March, 2024
March, 2024, has been proclaimed as Women's History Month.

Staff Analysis: This resolution proclaims the month of March, 2024, as Women's History Month and encourages all educational communities to commemorate this occasion with appropriate instructional activities. The strategy is to develop and maintain productive, meaningful partnerships with families and communities to ensure the highest education for all students.

Recommendation: Staff recommends approval of **Resolution No. 32-23/24**, Women's History Month, as presented.

Submitted by: Katie Wyatt KW Title: Coordinator EDI, Academic Services

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

To the Board of Trustees: Meeting: February 8, 2024
Regular Board Meeting

Recommend Approval

9.09
Agenda Placement

Hilaria Bauer
Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Resolution No. 32-23/24
PROCLAIMING MARCH, 2024
"WOMEN'S HISTORY MONTH"

WHEREAS, women of every race and ethnic background contributed to our country's triumphs and accomplishments in countless ways as wives, mothers, pioneers, nuns, indentured servants, and slaves; and

WHEREAS, women have played, and continue to play, a critical economic, cultural, and social role in every sphere of our nation's life by constituting a significant portion of the labor force working in and outside the home and as elected officials; and

WHEREAS, women have played a unique role throughout our history by providing the majority of the nation's volunteer labor force and have been particularly important in the establishment of early charitable, philanthropic, and cultural institutions in the country; and

WHEREAS, women of every race and ethnic background served as leaders in the forefront of every major progressive social change movement, not only to secure their own right of suffrage and equal opportunity, but also in the abolitionist movement, the emancipation movement, the industrial labor union movement, and the modern civil rights movement, and

WHEREAS, the role of women in history has been overlooked and undervalued and is an important part of the body of American and world history; and

WHEREAS, the *History-Social Science Framework for California Public Schools, Kindergarten through Grade Twelve,* states that the history of community, state region, nation, and world must reflect the experiences of men and women in different racial, religious, and ethnic groups, and that these studies be integrated at every grade level in the curriculum.

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 March, 2024, as "Women's History Month" and encourages all educational communities to commemorate this occasion with appropriate instructional activities; and be it further

PASSED AND ADOPTED this 8th day of February, 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 February 8, 2024.

_____ _____

Hilaria Bauer, Ph.D., Superintendent Date

9.10

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 Title: Assistant Superintendent of Business Services

To the Board of Trustees:

Recommend Approval

9.10

Agenda Placement

Meeting: February 8, 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
February 8, 2024 Board Meeting

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

SCHOOL/ DEPARTMENT	DATE OF SERVICE	CONSULTANT NAME	COST	PURPOSE
Adelante Academy Victor Guendulain	02/09/24-06/30/24	YMCA of Silicon Valley	$675.00	The YMCA will provide usage of gym space for Adelante Dual Language Academy for approximately 30 students to practice volleyball and basketball. Funding: General
Cureton Elementary Tereasa Smith	02/09/24-06/15/24	Mindful Life Project	No Cost	The Golden State Warriors "The Peaceful Warriors Program" and Adobe partnering to provide and inspire mental wellness for all students at Cureton Elementary. One (1) kick-off event and seven (7) weeks of follow up with SEL and creative arts. Funding: N/A
Cureton Elementary Tereasa Smith	02/09/24-06/30/24	YMCA Camp Campbell Outdoor Science School	$9,625.00	YMCA Camp Campbell Outdoor Science School will provide an outdoor science program for Cureton Elementary School 5th grade students for approximately 45 students. Funding: Restricted
Linda Vista Elementary Suzanne Cicala	02/09/24-06/30/24	YMCA Camp Campbell Outdoor Science School	$15,400.00	YMCA Camp Campbell Outdoor Science School will provide an outdoor science program for Linda Vista Elementary School for approximately 52 students. Funding: Restricted
LUCHA Elementary Annette Estrada	03/06/24-06/30/24	Youth Science Institute	No Cost	Youth Science Institute will provide a school program for the 3rd grade 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

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

Russo/McEntee Academy Tanu Kohli	02/09/24- 04/30/24	California Native Garden Foundation	$14,478.00	California Native Garden Foundation will design the Therapeutic garden at Russo/McEntee Academy. This garden will provide a calm and serene space and promote mental wellness school wide. They will flip the lawn upside down and provide new irrigation, install tree stumps, and plant native California plants. Funding: Restricted
Facilities Ed Villarreal	07/01/22- 10/31/23	Cintas Corporation	$1,814.03	Contract Extension: CO 247089, Board approved June 23, 2022. Original contract amount $9,300.00 New contract amount $11,114.03. Cintas provides lease shirts for the M.O.T. and Warehouse staff to help maintain a high professional standard. Increase requested due to new hires. Funding: General
Human Resources Dr. George Kleidon	02/09/24- 06/30/24	Severin Intermediate Holdings LLC, DBA: Powerschool Group	$3,474.00	Absence Management Training (Remote) for District Team - two virtual training sessions. Funding: General
State and Federal Sandra Garcia	07/21/23- 06/30/24	Conscious Teaching, LLC	$5,000.00	Contract Extension: CO 247096, Board approved July 20, 2023. Original contract amount $15,000.00 New contract amount $20,000.00. Increase for additional Professional Development workshop on Classroom Management. Funding: Restricted

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

State and Federal Sandra Garcia	02/09/24- 07/31/24	UnaMesa Association, DBA: InPlay	$45,000.00	InPlay will provide ARUSD with a mobile registration services, professional data services, and set-up support to enroll priority students in the District's 2024 summer programs. Funding: Restricted
Student Services Dr. Imee Almazan	02/08/24- 06/30/25	Healthier Kids Foundation Santa Clara County	No Cost	Multi-year Service Contract: The Healthy Kids Foundation will provide the following services at no cost to ARUSD students grades PreK-8th for the next 2 years: Vision, Dental, Hearing screenings/case management and oral health education, medical enrollment and healthier lifestyle classes. Funding: N/A
Transportation Latoya Lee	02/01/24- 06/30/26	Action Tow and Road Service	$15,000.00 for 3 years	Multi-year Service Contract: Provide towing and recovery of vehicles, transportation containers and equipment. Funding: Restricted

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Adelante Dual Language Academy (School/Dept.) VENDOR NO. 04-013882

Submitted by: Victor Guendulain

☑ **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 Silicon Valley

Address: 80 Saratoga Avenue City: Santa Clara State: Ca Zip: 95051

Phone: (408) 351-6482 Email Address: _____

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on Febuary 9, 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").

The YMCA will provide usage of gym space for Adelante Dual Language Academy for approximately 30 students to practice volleyball and basketball.

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:** $675 (describe rate agreement) $75 per hour not to exceed $675

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
010	0000	0	5610	00	1110	1000	000000	280	5270	$675	1/25/24

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.

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

YMCA of SILICON VALLEY

MEMORANDUM OF UNDERSTANDING

This Agreement is made as of the December 1, 2023 between the YMCA of Silicon Valley, a California non-profit corporation, located at 80 Saratoga Avenue, Santa Clara, CA 95051, and the Alum Rock Unified School District, a Non-profit corporation, located at 2999 Ridgemont Dr, San Jose, CA 95127.

1. RECITALS

The YMCA of Silicon Valley (YMCA SV) and the Alum Rock School District (ARUSD) agree, as per this Memorandum of Understanding, to provide Gym Space for use by Adelante Academy Volleyball Team

The East Valley Family YMCA, located at 1975 S. White Rd San Jose CA 95148, will provide usage of the Gym Space on the following service dates and times:

Monday, February 12, 2024; 3:15-4:15pm
Tuesday, February 13, 2024; 3:15-4:15pm
Wednesday, February 14, 2024; 3:15-4:15pm
Monday, February 26, 2024; 3:15-4:15pm
Wednesday, February 28, 2024; 3:15-4:15pm
Thursday, February 29, 2024; 2-3pm
Monday, March 4, 2024; 3:15-4:15pm
Wednesday, March 6, 2024; 3:15-4:15pm
Thursday, March 7, 2024; 3:15-4:15pm

The YMCA SV and ARUSD agree to the following:

II. RESPONSIBILITIES:

YMCA of Silicon Valley will:

1. Provide access to the Gym Space during designated times.
2. Provide use of the Outdoor Bathrooms during the designated times.

Alum Rock Union School District will:

1. Provide their own equipment
2. Always supervise participant youth while on YMCA property with adult supervision in accordance with YMCA child protection practices. (IF APPLICABLE)
3. Assure that Adelante Academy Volleyball Team participants will not interact with YMCA members (IF APPLICABLE)
4. Will read the YMCA of Silicon Valley Volunteer and Contractor Policy and if applicable, will submit to the YMCA an assurance that all adults are fully vaccinated or provide a negative COVID test within three (3) days of each activity on YMCA premises (IF APPLICABLE)
5. Shall not violate any city, county, state, or federal law, ordinance, or regulation on or about the YMCA property.
6. Shall not have access to other accommodation within the facility, including showers, locker rooms, wellness equipment, etc.

III. TERM

The terms of this Agreement shall begin **February 9, 2024** and will continue through **March 8, 2024.** Either party may withdraw from this contract at any time, for any reason, with a 30-day notice (STANDARD BUT SHOULD BE SHORTER WITH A SHORTER TERM).

IV. CONTRACT AMOUNT

In exchange for the use of the YMCA's facilities and premises for the purposes outlined above Alum Rock Union School District agrees to pay the YMCA of Silicon Valley $75 per hour for facility usage as described above for a total of **$675** payable billed

V. INSURANCE

The YMCA will keep in force at a minimum; one million dollars combined single limit liability insurance for bodily injury, property damage and personal injury.

Alum Rock Union School District shall maintain a general liability and auto liability insurance policy with limits of not less than one million dollars per occurrence and one million dollars in the aggregate for general liability to include bodily injury and property damage liability.

Alum Rock Union School District shall maintain abuse and molestation liability insurance with limits of not less than one million dollars per occurrence.

Alum Rock Union School District will keep in force and shall cause the YMCA of Silicon Valley to be named as "Additional Insured", at minimum, one million dollar combined single limit liability insurance for bodily injury, property damage and personal injury and legal liability related to the program. The Alum Rock Union School District will provide a copy of the endorsement to the YMCA of Silicon Valley.

The Alum Rock Union School District shall maintain Worker's Compensation with statutory limits as required by the California Labor Code, covering all persons employed by the Service Provider. This insurance shall also include Employers Liability with a limit not less than One Million Dollars ($1,000,000) each accident or disease. The Alum Rock Union School District will provide a copy of the endorsement to the YMCA of Silicon Valley.

VI. ASSIGNMENT AND TRANSFER

The Alum Rock Union School District shall not assign or transfer to others.

VII. INDEMNIFICATION

The Alum Rock Union School District (ARUSD) shall indemnify and hold harmless the YMCA of Silicon Valley (YMCA SV), including its officers, directors, employees and agents, from and against any and all liability, losses, damages and expenses, including reasonable attorneys' fees and costs, incurred by the YMCA SV which arise out of or relate to the wrongful, willful, or negligent act or omission of, its officers, directors, employees or agents, in the performance of this Agreement.

The Alum Rock Union School District (ARUSD) shall indemnify and hold harmless the YMCA of Silicon Valley (YMCA SV), including its officers, directors, employees and agents, from and against any and all liability, losses, damages and expenses, including reasonable attorneys' fees and costs, incurred by the YMCA SV which arise out of or relate to the wrongful, willful, or negligent act or omission of, its officers, directors, employees or agents, in the performance of this Agreement.

The YMCA of Silicon Valley shall indemnify and hold harmless Alum Rock Union School District including its officers, directors, employees and agents, from and against any and all liability, losses, damages and expenses, including reasonable attorney's fees and costs, incurred by Alum Rock Union School District which arise out of or related to the wrongful, willful, or negligent act or omission of its officers, directors, employees or agents, in the performance of this Agreement.

VIII. APPLICATION LAW

This Agreement represents the entire understanding of the parties, and it is under the jurisdiction and subject to the laws of the State of California.

IX. TERMINATION OF AGREEMENT

Each party has the right to terminate this contract at any time for any reason with a ten (10) day notice.

YMCA of Silicon Valley

By: Mary Haughey

Mary Haughey

COO

Date: 12.22.23

(OFFICIAL CORPORATE NAME)

By: _____

(AUTHORIZED SIGNER)

(TITLE) Superintendent Hilaria Bauer

Date:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

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

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

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

Note: All Contracts over $5,000 require pre-approval.

* *Use Independent Contractor Agreement (PUR-116) for unincorporated individuals or in the absent of negotiated agreement.*

Name of Individual/Company: Mindful Life Project

Address: 1001 Canal Boulevard, Suite A-O City: Richmond, State: CA Zip: 94804

Phone: (510) 517-6290 Email: jg@mindfulifeproject.org

SSN: _____ Fed I.D. #: _____

CONTRACT TERM: start dates February 9, 2024 end date June 15, 2024

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

The Golden State Warriors "The Peaceful Warriors Program" and Adobe partnering to provide and inspire mental wellness for all students at Cureton Elementary. One (1) kick-off event and seven (7) weeks of follow up with SEL and creative arts.

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

____ a. **Fee Rate:** $_____ per _____ Not to Exceed _____ of services.

X b. **Other:** $ FREE

Describe other related costs: _____

BUDGET CODE: 010-0000-5815-00-1110-1000-000000-010-7221 CR 1/19/24 JMB 1/19/24
Accountant Initials

_____ _____
Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: 12/21/23

Director of Fiscal Services: _____ Date: 1/19/24

Asst. Supt., of Business Services: _____ Date: 1/19/24

Superintendent: _____ Date: _____

PEACEFUL WARRIORS

PRESENTED BY Adobe

Thematic Concept

The Golden State Warriors, in partnership with Adobe, aim to inspire mental wellness for elementary-aged students through creativity and self-expression. The Peaceful Warriors program is designed to inspire, empower and equip young people with the tools to thrive in social circumstances through creativity, while simultaneously fostering a nurturing holistic approach to uplift and transform school culture to become an inclusive, safe, supportive and creative environment for all. The program will continue to focus on meeting the current needs of students, while using art as a creative outlet for self-expression, peaceful communication, and social emotional learning, through mindfulness and the arts.

Implementation

While students and educators have been forced to become flexible, resilient, and creative to re-adapt to learning in the classroom, the 23-24 Peaceful Warriors program will be offered in a hybrid space (both in-person and virtual). We will approach the program through a variety of activations with one (1) kick-off event at each participating school, and approximately 7-weeks follow up with the school's 4th & 5th grade classrooms (depending on class size). Each activation will include mindfulness based social-emotional learning (SEL) and creative arts.

In mindfulness, one trains the mind, body and heart to be focused on the here and now through mindfulness skills that build deep awareness of emotions, thoughts, physical sensations, and all of life's experiences in a healthy non-reactive way. Through the Peaceful Warriors program, students will perform better in the classroom, have an increased sense of calmness, decreased stress and anxiety, learn skillful responses to difficult emotions and develop natural conflict resolution skills.

As schools are going through another tough year in education history, with teachers overwhelmed and burned out, principals having to hold more than ever, and kids trying to reintegrate in very stressful environments, the Peaceful Warriors program could not be more important. This opportunity will provide additive SEL and art lessons in the classroom. In order to approach this program with the goals in mind listed above, Peaceful Warriors activations will be conducted during the school day.

Activations

The Golden State Warriors and Adobe will partner with Mindful Life Project to provide engaging and inspiring mental and emotional well-being, creativity and arts programming to four elementary schools from approximately February to April 2024 with a combination of in-person and virtual activations.

Each participating school will experience mindfulness, creativity, well-being and the arts in each activation.

Peaceful Warriors Tip-Off "Launch Day" (In-Person)

The Peaceful Warriors program will start with a "Launch Day" at each of the schools, to introduce the program to each campus. This in-person event, assembly-style event will be a highly engaging and motivating day featuring representation from the Warriors, Adobe and Mindful Life Project.

Launch Day will include a 2 to 3-hour event:

- Assembly – mindfulness, mindful hip-hop, creativity, expression and connection (25 min)
- Activity Stations – (25-30 min each)
    - Mindful Arts (Adobe &MLP)
    - Mindful Dance/ Yoga (MLP & Warriors Dance Team (potentially))
    - Mindful Expressions/ Music (MLP)

Notes to consider about Launch Day:

- If for some reason school schedules don't allow for the "Launch Day" activation to take place prior to the start of the program, we will schedule a "Creativity Day" at the school at another time during the program.
    - Creativity Day will still include the activity stations listed above, but will **not** be an "introduction" to the program since the school will have already started the program

7- Week Program (TBD Virtual/In Person/Hybrid)

Following the Launch Day, students and staff will build a foundation of connection, trust, motivation and excitement about mindfulness and creativity through a 7-week program led by Mindful Life Project.

MLP will provide 20-minute sessions on a weekly-basis to each 4th/ 5th grade classroom. If virtual, can be conducted on a platform that the school can most easefully use, to put MLP staff on the TV/ Smartboard/ projector screen.

The 7-week program will expand on mindfulness and creativity through mindfulness practices and art projects

Weekly themes include: Heartfulness, Gratitude, Thinking, Emotions, Breathing, Listening and Body Awareness

Activation Schedule - TBD

Sample:

School 1
Launch Day
Session 1
Session 2
Session 3
Session 4
Session 5
Session 6
Session 7/Finale

Community Groups

Mindful Life Project is an educational nonprofit that supports schools across the Bay Area and beyond through highly impactful mindfulness based social emotional learning programming. Their comprehensive approach supports the mental and emotional well-being of students, teachers, staff, leaders, and families and helps transform schools from the inside out to create cultures and climates where mental and emotional well-being is the foundation of everyone's experience. MLP's goal is to provide everyone the skills and practices to thrive, leading to everyone feeling a deep sense of belonging and connection to themselves and each other.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: CURETON ELEMENTARY SCHOOL (School/Dept.) VENDOR NO. _____

Submitted by: MRS. SMITH, T. - PRINCIPAL

☑ **Independent Contract** ☐ **MOU**

☐ Master Contract

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

Name of Individual/Company: YMCA Camp Campbell Outdoor Science School

Address: 16275 Highway 9 City: Boulder Creek State: CA Zip: 95006

Phone: (831) 338-2128 Email Address: estela.vargas@ymcasv.org

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on February 9, 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").

YMCA Camp Campbell Outdoor Science School will provide an outdoor science program for Cureton Elementary School 5th grade students for approximately 45 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:** $ 9,625.00 (describe rate agreement) _____

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	010	0502	$9,625.00	M.N. 1/19/24

ans 1/26/24

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.

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

YMCA Camp Campbell Outdoor Science School
16275 Highway 9
Boulder Creek, CA 95006-9652
P: (831)338-2128
Email: campcampbell@ymcasv.org
www.ymcacampcampbell.org

Group Use Agreement
Please Read Carefully and Completely
Member Number: 000009412800

Contract Sent: 03/26/2023

To assure requested dates and facilities, this agreement must be signed and returned with proof of insurance and deposit no later than April 26, 2023.

Name of School	**Horace Cureton School**	District	**Alum Rock SD**
Address	**3270 E Hills Dr, San Jose, CA 95127**	Principal	**Tereasa Smith**
Contact Person	**Kelsey Rothrock**	Email	**kelsey.rothrock@arusd.org**
School Phone	**(408)928-7350**	Fax	
First Date of Use	**03/12/2024**	Last Date of Use	**03/15/2024**
First Meal	**Tuesday Lunch**	Last Meal	**Friday Breakfast**
Arrival Time	**10:00 AM**	Departure Time	**12:00 PM**

ATTENDANCE: **Minimum Guarantee: 25** **Maximum Number: 45**
FEES: **Per Student: $385.00** **Per Teacher: $255.00**
Minimum Charge for use described above: $9,625

Camp fees include, unless otherwise specified, all meals, lodging, program fees, medical supplies, recruitment and training of volunteer cabin leaders who will provide 24 hour supervision, a Health Supervisor and other staff certified in age appropriate first aid, CPR, use of AED and group orientation to all safety and emergency procedures and regulations.

FINANCIAL RESPONSIBILITY: **A non-refundable deposit of $481.25** with the signed copy of this agreement by the above specified date is necessary to hold the requested dates of use and facilities. The school will receive an invoice via email after the visit. The deposit will be deducted from the final invoice. Part-time participants shall be charged accordingly to the stated rates. Partial credit will be given for meals/days missed due to student injury or illness. The final bill must be paid in full within 30 days of visit. A service charge of 1.5% per month on the unpaid balance will be added to past due balances. Applicant agrees to pay for any damage to YMCA property by any member of the group, excepting ordinary wear and tear. Any souvenirs purchased by the students during Outdoor Science School will be invoiced to the school.

GUARANTEED MINIMUM / MAXIMUM: Alum Rock SD is responsible for paying the per camper day fee for each of the minimum guarantee numbers listed in this agreement. Please check for accuracy. Minimums apply to full-time participants. Part-time participants and guests are not included in this total. You may not exceed your maximum without written permission from the YMCA Camp Campbell management.

INDEMNITY / INSURANCE: Alum Rock SD shall defend, indemnify and hold harmless the YMCA of Silicon Valley (YMCA), including its officers, directors, employees and agents, from and against any and all liability, losses, damages and expenses, including reasonable attorney's fees and costs, incurred by the YMCA which arise out of or relate to the wrongful, willful, or negligent act or omission of, its officers, directors, employees or agents, in the performance of this agreement.

The YMCA of Silicon Valley (YMCA) shall defend, indemnify and hold harmless Alum Rock SD, including its officers, directors, employees and agents, from and against any and all liability, losses, damages and expense, including reasonable attorney's fees and costs, incurred by Alum Rock SD, 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.

Alum Rock SD will provide documentation prior to use of the facilities naming the YMCA as "Additional Insured," at a minimum, one million dollar combined single limit liability for bodily injury, property damage and personal injury and all risk liability related to the program. The YMCA does not provide Accident/Illness insurance for participants. Each group is responsible for providing its own coverage.

I have read BOTH pages of this agreement and understand it to be the official agreement between the YMCA of Silicon Valley and Alum Rock SD.

SUPERINTENDENT: _____ 5/17/23

Signature Date

YMCA Camp Campbell
16275 Highway 9
Boulder Creek, CA 95006-9652
P: (831)338-2128
Email: campcampbell@ymcasv.org

campcampbell@ymcasv.org

Initial Invoice

Please remit payment within 30 days.

Member Number: 000009412800
Invoice number: 3001564153
Date: 03/26/2023
Balance Due: $481.25

School Information

Name of School	**Horace Cureton School**	School District	**Alum Rock SD**
Address	**3270 E Hills Dr, San Jose, CA 95127**	Contact Person	**Kelsey Rothrock**
Email	**kelsey.rothrock@arusd.org**	School Phone	**(408)928-7350**
School Fax		Minimum Guarantee	**25**
First Date of Use	**03/12/2024**	Last Date of Use	**03/15/2024**

Description	Rate	Qty	Unit Price	Base Amount	Total
YMCA Outdoor Science School Camp 2023-2024	Student	25	$380.00	$9,500.00	$9,500.00
YMCA Outdoor Science School Pool Use 2023-2024	Standard	25	$5.00	$125.00	$125.00
			Total:	$9,625.00	**$9,625.00**

Total	$9,625.00
Paid	$0.00
Due Now	$481.25
Due 04/15/2024	$9,143.75

Please remit payment along with the copy of the Invoice to:

YMCA Camp Campbell
Attention: Administration
16275 Highway 9
Boulder Creek, CA 95006-9652

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Linda Vista Elementary School (School/Dept.) VENDOR NO. 013882

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: YMCA Camp Campbell Outdoor Science School

Address: 16275 Highway 9 City: Boulder Creek State: CA Zip: 95006

Phone: (831) 338-2128 Email Address: campcampbell@ymcasv.org

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on February 9, 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").

YMCA Camp Campbell Outdoor Science school will provide an outdoor science program for Linda Vista Elementary School for approximately 52 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:** $15,400.00 (describe rate agreement) _____

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
060	9010	0	5815	00	1110	1000	000000	020	2110	$15,400.00	1/9/24

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.

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

YMCA Camp Campbell
16275 Highway 9
Boulder Creek, CA 95006-9652
P: (831)338-2128
Email: campcampbell@ymcasv.org

campcampbell@ymcasv.org

Initial Invoice

Please remit payment within 30 days.

Member Number: 000009413200
Invoice number: 3001579470
Date: 10/06/2023
Balance Due: $770.00

School Information

Name of School	**Linda Vista School**	School District	
Address	**100 Kirk Ave, San Jose, CA 95127**	Contact Person	**Tina Shrum**
Email	**tina.shrum@arusd.org**	School Phone	**(408)928-7803**
School Fax		Minimum Guarantee	**40**
First Date of Use	**03/19/2024**	Last Date of Use	**03/22/2024**

Description	Rate	Qty	Unit Price	Base Amount	Total
YMCA Outdoor Science School Camp 2023-2024	Student	40	$380.00	$15,200.00	$15,200.00
YMCA Outdoor Science School Pool Use 2023-2024	Standard	40	$5.00	$200.00	$200.00
			Total:	**$15,400.00**	**$15,400.00**

Total	**$15,400.00**
Paid	**$0.00**
Due Now	**$770.00**
Due 04/22/2024	**$14,630.00**

Please remit payment along with the copy of the Invoice to:

YMCA Camp Campbell
Attention: Administration
16275 Highway 9
Boulder Creek, CA 95006-9652

YMCA Camp Campbell Outdoor Science School
16275 Highway 9
Boulder Creek, CA 95006-9652
P: (831)338-2128
Email: campcampbell@ymcasv.org
www.ymcacampcampbell.org

Group Use Agreement
Please Read Carefully and Completely
Member Number: 000009413200

Contract Sent: 10/06/2023

To assure requested dates and facilities, this agreement must be signed and returned with proof of insurance and deposit no later than May 12, 2023.

Name of School	**Linda Vista School**	District	
Address	**100 Kirk Ave, San Jose, CA 95127**	Principal	**Suzanne Cicala**
Contact Person	**Tina Shrum**	Email	**tina.shrum@arusd.org**
School Phone	**(408)928-7803**	Fax	
First Date of Use	**03/19/2024**	Last Date of Use	**03/22/2024**
First Meal	**Tuesday Lunch**	Last Meal	**Friday Breakfast**
Arrival Time	**10:00 AM**	Departure Time	**12:00 PM**

ATTENDANCE: **Minimum Guarantee: 40** **Maximum Number: 50**
FEES: **Per Student: $385.00** **Per Teacher: $255.00**
Minimum Charge for use described above: $15,400

Camp fees include, unless otherwise specified, all meals, lodging, program fees, medical supplies, recruitment and training of volunteer cabin leaders who will provide 24 hour supervision, a Health Supervisor and other staff certified in age appropriate first aid, CPR, use of AED and group orientation to all safety and emergency procedures and regulations.

FINANCIAL RESPONSIBILITY: A non-refundable deposit of $770.00 with the signed copy of this agreement by the above specified date is necessary to hold the requested dates of use and facilities. The school will receive an invoice via email after the visit. The deposit will be deducted from the final invoice. Part-time participants shall be charged accordingly to the stated rates. Partial credit will be given for meals/days missed due to student injury or illness. The final bill must be paid in full within 30 days of visit. A service charge of 1.5% per month on the unpaid balance will be added to past due balances. Applicant agrees to pay for any damage to YMCA property by any member of the group, excepting ordinary wear and tear. Any souvenirs purchased by the students during Outdoor Science School will be invoiced to the school.

GUARANTEED MINIMUM / MAXIMUM: is responsible for paying the per camper day fee for each of the minimum guarantee numbers listed in this agreement. Please check for accuracy. Minimums apply to full-time participants. Part-time participants and guests are not included in this total. You may not exceed your maximum without written permission from the YMCA Camp Campbell management.

INDEMNITY / INSURANCE: shall defend, indemnify and hold harmless the YMCA of Silicon Valley (YMCA), including its officers, directors, employees and agents, from and against any and all liability, losses, damages and expenses, including reasonable attorney's fees and costs, incurred by the YMCA which arise out of or relate to the wrongful, willful, or negligent act or omission of, its officers, directors, employees or agents, in the performance of this agreement.

The YMCA of Silicon Valley (YMCA) shall defend, indemnify and hold harmless , including its officers, directors, employees and agents, from and against any and all liability, losses, damages and expense, including reasonable attorney's fees and costs, incurred by , 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.

will provide documentation prior to use of the facilities naming the YMCA as "Additional Insured," at a minimum, one million dollar combined single limit liability for bodily injury, property damage and personal injury and all risk liability related to the program. The YMCA does not provide Accident/Illness insurance for participants. Each group is responsible for providing its own coverage.

I have read BOTH pages of this agreement and understand it to be the official agreement between the YMCA of Silicon Valley and .

SUPERINTENDENT:

Signature Date

Cancellation Policy: The school understands that cancellation or reduction of this contract is possible ONLY if the YMCA is able to arrange a replacement group generating comparable income. If a replacement group is arranged, then all but the non-refundable deposit will be refunded. If no arrangement is possible, the group understands it is obligated to meet the full minimum financial requirement of this contract.

Registration: All arrangements must be confirmed at least fourteen days prior to your group's arrival.

1. Applicant agrees to provide a Group Director (GD) to serve as your main contact person during the entire stay of your group.
2. The GD will work directly with YMCA personnel to insure a smooth operation for your group and provide a means of communication.
3. To comply with State Law and Insurance Regulations, the GD is requested to provide the YMCA with complete registration lists of adults and children attending camp.
4. It is understood that all youth under the age of 18 who are attending camp without the direct supervision of their parent or legal guardian need parental medical releases in order to attend. It is the responsibility of the group to supervise and manage the behavior of the participants at all times by an adult. If this person is different from the group contact person on the contract, the group must inform the program director upon arrival.
5. Applicant agrees to provide 1 school employee per 30 students to attend the entire program. This school employee must be physically and emotionally able to participate in all activities. All adults dealing with supervision of children should minimize any situations where personnel are in a one-on-one situation/interaction when out of sight of others.
6. The GD must be prepared to pay for medical services rendered at the local hospital, IN CASH, as the hospital is instructed not to bill the YMCA. The group will also be required to provide at least one vehicle for emergency transport.
7. Camp Clean Up: We take great pride in keeping our camp and its environment clean. Groups are required to leave all utilized camp areas neat and tidy prior to departure. Brooms and waste containers are provided in each housing area. The YMCA reserves the right to charge a clean-up fee if the buildings, grounds, and/or trails are littered.

Cooperation: We request…
1. All paperwork (buddy lists, health forms, liability waiver forms) must be submitted two weeks prior to your scheduled visit.
2. All groups must have at least one vehicle on site throughout the week in case of emergency. It is the responsibility of the school to transport sick or injured students if parent pick-up is not possible.
3. No smoking in any buildings. Smoking is permitted only in designated areas.
4. No alcoholic beverages may be brought on the grounds or used during your stay unless previously noted in writing by YMCA Management.
5. No drugs or drug paraphernalia may be brought on the grounds unless prescribed by a licensed physician.
6. With the exception of Guide Dogs, no pets may be brought to camp.
7. No hot plates, coffee pots, or other small kitchen appliances may be used in cabins due to fire hazard.
8. Do not remove any of the furniture from the rooms in which you find it without the consent of Camp Management.
9. All federal, state, and county laws will be enforced. The camp is not responsible in case of deviation from the laws by clients.
10. Observe camp boundaries and the right of privacy of our neighbors.
11. Quiet time in camp is from 10:00 p.m. until 8:00 a.m. Failure to comply with this ordinance (Santa Cruz County Ord. 4001) will result in a $200 fine per neighbor complaint and $500 for each police visit.
12. Vehicles must be parked in designated parking areas. Do not drive into the cabin areas. The speed limit in camp is 5 mph. Do not block fire lanes.
13. Passengers may not be transported in any vehicle not intended to carry passengers. All passengers must wear seatbelts.
14. No firearms, ammunition, explosives, poisons, hand or power tools may be brought to camp.

Housing and Meeting Areas: Assignments of housing, meeting, and dining facilities will be specified by Camp Management prior to your arrival. Unless otherwise agreed, Camp Management will hold the number of the bed spaces and sections of camp for the number guaranteed. The group agrees to comply with the maximum capacities of each assigned housing unit. For small groups, Camp Management reserves the right to schedule other compatible users to that section.

Food Service: For food ordering purposes, the expected meal count (whether above, at, or below the minimum guarantee) must be submitted no later than ten (10) days before arrival. Variation from this count in excess of 10% must be approved by the Camp Management. There are NO refunds for meals missed by participants.

Special Set Up / Recreational Equipment: Arrangements for use of audio-visual equipment, recreation equipment, program activities, and naturalist activities need to be made no later than ten (10) days prior to arrival. YMCA Camp Campbell Staff is responsible for running contracted activities. Groups must provide adult supervision of activity areas in addition to YMCA staff. Use of the camp pool is only possible with prior arrangement and requires proper YMCA lifeguard supervision and standards. Program subject to change based on availability.

Statement of Accessibility: All individuals are welcome to attend YMCA of the Redwoods programs and use our facilities regardless of race, religion, gender, and national origin, ability to pay or disability. If you feel you will need assistance or further information, please call our front office at 831-338-2128.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: L.U.C.H.A. (School/Dept.) VENDOR NO. _____

Submitted by: Annette Estrada

☑ **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: 15350 Penitencia Rod City: San Jose State: CA Zip: 95127

Phone: (408) 356-4945 x12 Email Address: olivia@ysi-ca.org

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on March 6, 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").

Youth Science Institute will provide a school program for the 3rd grade 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.

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 to the district

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
610	0000	0	5815	00	1110	1000	000000	270	7221	0.00	1/25/24

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.

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

Youth Science Institute

www.youthscience.org
info@ysi-ca.org

Vasona Science & Nature Center
Los Gatos, CA 95032
Tel: 408-356-4945 Fax: 408-358-3683

Administrative Offices
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 LUCHA Elementary:

- A school program for two Third grade classes that will focus on teaching about animals and animal adaptations.
- 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 8:30 am, and the last program will end at 11:45 am. This will have the instructor at the school campus between 8 am-12 pm. Because of LUCHA's Title I status, all program costs will be covered by our grant funding and at no cost to the school.

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
Education Manager
allyson@ysi-ca.org
408-356-4945 ext.15

Youth Science Institute

School and Group Program Registration Form and Invoice

INVOICE D2324-034	LOG OK
DATE SCHEDULED Dec 11,2023	DESK OK
SCHEDULED BY OK	CAL OK
DATE OF CHANGE 1/24/24	TYPE
CHANGES MADE BY OK	DB
PAYMENT METHOD	QB
DATE PAID	SENT
RECEIVED BY	DATE

School/Group: L.U.C.H.A

Address: 1711 E San Antonio St.

City and Zip: San Jose, 95116

School Phone: 408-928-8300 Fax: School

District: CUSD

Primary Contact: **Teacher or Coordinator:** Kathleen Berryessa **E-mail:** kathleen.berryessa@arusd.org

Cell: **Work Phone:** **Home Phone:**

Teacher(s):

Other Contact Info:

Program Held at: School (address above) Cross street: Room#

Notes on directions, parking, etc:

Program Day: Wed. **& Date:** 3/6/24

Program Title(s): Animals and Their Adaptations Length (hrs): 1

Students per Program: 20 Number of Programs: 2 Total Students: 40

Adults per Program: Number of Groups: 2 Total Adults:

Grade Level(s): 3rd Maximum Number of Students Allowed Per Program: 30

Program Time(s):

From	To	From	To	From	To
8:30 am	9:30 am				
10:45 am	11:45 am				

PLEASE NOTE: ❑ School/Group to provide ___ parent helpers per program.

❑ Programs must be held in the same room at the School.

Comments:

Fee per Program: $630 Discount/Special Fee: $175 travel fee Covered by Likhachev ❑FLP

Total Due: $805 Credit Card guarantee: ❑ hold ❑paid ❑PO#

Send Form to: ❑ Primary email ❑ Other

Payment in full is due no later than 30 days before the program's date.

Please remit payment to our administrative office at:

YSI, 296 Garden Hill Dr., Los Gatos, CA 95032-7669. *For **billing** concerns call **(408)356-4945 x12.***

CANCELLATION POLICY: By receiving this registration, you agree to the following terms of contract:

- Cancellations or changes: There will be a $35 fee for changes or cancellations over 45 days in advance of the program date.
- There is $175 fee for cancellations within 45 days of the program date.
- Day of program no-show are charged full fee.
- All classes are limited to 30 students per program. An additional fee of $17.00 per student will be added for classes over 30 students. Additional students will be accepted up to a certain amount, which is left to the discretion of YSI staff.

Please contact the administrative office between 9:00am and 4:30pm (**408-356-4945 x12**) or email: **programs@ysi-ca.org**.

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: California Native Garden Foundation

Address: 76 Race Street City: San Jose State: CA Zip: 95126

Phone: 408-666-1518 Email Address: cngf.org@gmail.com

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on February 9, 2024, and will diligently perform as required and complete performance by April 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").

California Native Garden Foundation will design the Therapeutic garden at Russo/McEntee Academy. This garden will provide a calm and serene space and promote mental wellness school wide. They will flip the lawn upside down and provide new irrigation, install tree stumps, and plant native california plants

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:** $14,478 (describe rate agreement) _____

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
060	9010	0	5815	00	1100	1000	000000	320	2320	$3,043	1/9/24
060	9010	0	5815	00	1100	1000	000000	320	2127	$1,000	
060	7422	0	5815	00	1110	1000	000000	320	7389	$10,435	1/9/24

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.

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

California Native Garden Foundation
76 Race Street, San Jose, CA 95126
(408) 666-1518 • cngf.org@gmail.com • www.cngf.org





Russo/McEntee Academy Scope of Work

Services to be provided:

- Design front yard landscape
- Transplant Redbud Tree
- Flip lawn upside down and use for mounds and topography
- Install new hose bib and key
- Build pumpkin structure
- Install and secure 22 tree stump seats
- Install six aluminum tube sleeves in ground for umbrellas
- Build up 11 soil mounds using free fill soil from Woodbank Reserve
- Install 62 plants, including 2 five-gal, 3 two-gal, and 57 one-gal
- Retrofit existing irrigation to drip
- Spread approx. 850 sq ft of free tree mulch across all planted areas, including a patio area and pathways.

Cost: $14,478

Dates of Services: February 2024 – April 2024

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 Adjustment - Cintas Corporation

Date: January 9, 2024

Summary:
On June 23, 2022, the Board approved MY C206078 to lease uniform shirts for the M.O.T. and Warehouse staff to help maintain a high professional standard. Due to new hires, the initial contract needs to be increased. Staff is asking to increase the contract amount by $1,814.03

Recommendation:
Staff recommends that the Board of Trustees approve C247089 increase with Cintas Corporation in the amount of $1,814.03 for a total expenditure of $11,114.03 FY 2023-2024

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

PURCHASE ORDER / CONTRACT ADJUSTMENT

P.O. No. 247089 Contract No. _____ Contract Original Amount: $ 9,300..00

Vendor Name: CINTAS CORPORATION Vendor No. 018512

Please check:

_____ Cancel P.O. / Contract
_____ Change Item No.: _____
X Increase Amount Line Item No.: 2&3
_____ Decrease Amount Line Item No.: _____
_____ Add Line No.: _____
_____ Delete Line No.: _____
_____ Change org key/object code to: _____
_____ Change Vendor No. to: _____
_____ Add Freight: $_____
_____ Add Tax: _____%
_____ Disencumber
_____ Change Order No.: _____
_____ Other _____

CONTRACTS ONLY

Change Orders:

Contracts Original Amount	$ 9,300.00
Change Order #: _____	$ 1,814.03
Change Order #: _____	$
Change Order #: _____	$
New Contract Total (including Change Orders)	$ 11,114.03

Line #	FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SB-OB 00	GOAL XXXX	FCTN XXXX	CST-CTR 000000	LOC XXX	PROG XXXX	$ AMOUNT
2	010	0000	0	5815	00	1110	3600	000000	470	3270	$1,801.95
3	010	0000	0	5815	00	0000	7200	000000	433	7370	$12.08

M. Cook 1/18/24

Reason for Adjustment: Please increase C-247089 by $1,814.03. Due to new hires, the initial contract needs to be increased. Thank you!

School/Dept.: Maintenance Requested by: Gloria Fernandez

Approval: _____ Assistant Superintendent of Business Services
(for Contracts Only)

_____ Program Manager

_____ Purchasing Manager

Date Requested: _____ Date Entered: _____ Entered By: _____

(Pursuant to Public Contract Code 20118.4, the total cost of change orders shall not exceed the greater of $15,000.00 or 10% of the original contract amount. The ARUESD Board of Trustees must approve changes exceeding these limits.)

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Human Resources (School/Dept.) VENDOR NO. 22672

Submitted by: George Kleidon

☑ **Independent Contract** ☐ **MOU**

☐ Master Contract

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

Name of Individual/Company: Severin Intermediate Holdings LLC; DBA; Powerschool Group LLC

Address: 150 Parkshore Drive City: Folsom State: CA Zip: 95630

Phone: (888) 265-7641 Email Address: _____

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on February 9, 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").

Absence Management Training (Remote) for District Team - two virtual training sessions

4. **COMPENSATION:** District agrees to pay Contractor for services satisfactorily rendered pursuant to this Agreement. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by District within thirty (30) days after Contractor submits an invoice to District for Services actually completed or the portion of the Services for which payment is to be made. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District.

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

☑ b. **Other:** $3,474 (describe rate agreement) Two training sessions

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
010	0000	0	5846	00	0000	7200	000000	600	5010	$3,474	
											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

PowerSchool
Powering Brighter Futures

PowerSchool Group LLC
150 Parkshore Dr., Folsom, CA 95630
Quote #: Q-842614 - 1
Quote Expiration Date: 17-NOV-2023

Sales Quote - This Is Not An Invoice

Prepared By:	Nicole Plumtree	Customer Contact:	George Kleidon
Customer Name:	Alum Rock Union Elementary School District	Title:	Director, Human Resources Division
Enrollment:	8,236	Address:	2930 Gay Ave
Contract Term:	4 Months	City:	San Jose
Start Date:	9-FEB-2024	State/Province:	California
End Date:	30-JUN-2024	Zip Code:	95127
		Country:	United States
		Phone #:	(408) 928-6800

Product Description	Quantity	Unit	Extended Price
Initial Term 9-FEB-2024 - 30-JUN-2024			
Training Services			
Absence Management Training Remote	2.00	Day	USD 3,474.00

Training Services Total: **USD 3,474.00**

Subscription Period Total

Total Discount	**USD 386.00**
Initial Term	**9-FEB-2024 - 30-JUN-2024**
Amount To Be Invoiced	**USD 3,474.00**

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. Customer understands the above Annual Ongoing Fees for the next subscription period do not include the annual uplift, which will be applied at the time of renewal. On-Going PowerSchool Subscription/Maintenance and Support fees are invoiced at the then current rates and enrollment per terms of the main agreement executed between PowerSchool and Customer ("Main Services Agreement"). Any applicable state sales tax has not been added to this quote. Subscription Start and End Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote. All invoices shall be sent to Customer upon or promptly after execution of this quote, unless otherwise set forth in the applicable statement of work or Main Services Agreement (e.g., services billed on time and material basis will be invoiced when such services are incurred). Notwithstanding anything to the contrary in the Main Services Agreement, if Customer pays in advance for any professional services, all professional services must be scheduled and delivered within twelve (12) months of the applicable quote start date, unless otherwise agreed in writing by PowerSchool; any portion of any prepaid amount for professional services that has not been used by Customer toward professional services rendered within such twelve (12) month period will be forfeited. Payment shall be due to PowerSchool before or on the due date set forth on the applicable invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for confirming this order and its own internal purposes, and no other. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months. Treatment of purchase orders are governed as provided in the Main Services Agreement. By execution of this quote, or its incorporation, this and future purchases of subscriptions or services from PowerSchool are subject to and incorporate the terms and conditions found at:
https://www.powerschool.com/MSA_Feb2022/

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC
Signature:



Printed Name: Eric Shander

Title: Chief Financial Officer

Date: 18-DEC-2023

Alum Rock Union Elementary School District
Signature:



Printed Name: Dr. George Kleidon

Title: Human Resources Director

Date: 12/19/23

*****Sales Quote - This Is Not an Invoice*****

Signature: _____

Printed Name: Dr. Hilaria Bauer

Title: Superintendent

Date: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

PURCHASE ORDER / CONTRACT CHANGE ORDER (POCO)

P.O. No. _____ Contract No. 247096 Contract Original Amount: $15,000.00

Vendor Name: Conscious Teaching, LLC Vendor No. 18546

Please check:

_____ Cancel P.O. / Contract
_____ Change Item No.: _____
__ __ Increase Amount Line Item No.: 1
_____ Decrease Amount Line Item No.: _____
__✓__ Add Line No.: 2
_____ 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	$15,000.00
Change Order #: 1	$5,000.00
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:

Add line no. 2 by $5,000.00 for Professional Development workshop on Classroom Management on October 6th, 2023.

060-6010-0-~~5200~~ 5815-00-1110-1000-000000-360-1386 CM 1/19/24 M.B. 1/19/24

School/Dept.: _____ Requested by: Maria Patino

Approval: _____ Assistant Superintendent of Business Services
(for Contracts Only)

Sandra Garcia Program Manager

_____ Purchasing Manager

Date Requested: 12/19/2023 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.)

Conscious Teaching

Grace Dearborn
Executive Director
grace@consciousteaching.com

Conscious Teaching, LLC | 21 Crest Rd, Fairfax CA 94930 | 1-800-667-6062 | wwww.consciousteaching.com

Professional Development Proposal for
Alum Rock School District

8/10/23

Work to Be Performed:
Conscious Teaching's Grace Dearborn will facilitate a professional development training for the **Alum Rock School District** in San Jose CA on October 6th, 2023. This will be a partial day training on classroom management focusing on both prevention and intervention strategies that educators can implement immediately to create safer and more structured learning environments. See details of training and content below.

Date & Time of Proposed Workshops:
Friday October 6th, 2023 | 8:30am-12:00pm | Classroom Management

Proposed Cost:
$5000 flat. Flat rate includes all related travel and other expenses.

Handouts:
Handouts will be sent in advance via email and will need to be printed, copied, and ready to distribute on the day of the training.

Payment:
Alum Rock School District will be invoiced by Conscious Teaching for services rendered within 4 weeks of the completion of the work **Alum Rock School District** will process payment to Conscious Teaching within 4 weeks of receiving the invoice.

Contract:
Formal contracts are optional and not required by Conscious Teaching in order to render services. **Alum Rock School District** may, if they so desire, create and send Conscious Teaching a contract to sign prior to the workshop date. Contract will specify details of payment, contact information for both parties, and any legal considerations or policies Conscious Teaching should be aware of, as it pertains to completing the specified work. Conscious Teaching will submit all requested signatures and documents needed to complete the contract within 14 business days of receiving the contract.

Cancellation Policy:
Alum Rock School District understands that a workshop must be cancelled at least 21 days prior to the scheduled work date in order to incur no cancellation penalty. Workshops cancelled fewer than 21 days prior to the workshop date will incur a

cancellation penalty in the amount of 10% of the agreed upon fee. Workshops cancelled fewer than 7 days prior to the workshop date will incur a cancellation penalty in the amount of 20% of the agreed upon fee. There is no penalty for a cancelled workshop if it is rescheduled, swapped out for a webinar, or cancelled due to a local or global crisis.

Workshop Titles & Descriptions:

Conscious Classroom Management: *Bringing Out the Best in Students and Teachers* is an interactive workshop that addresses common behavioral issues teachers struggle with in the classroom. The training will give beginning and veteran K-12 educators practical, hands-on strategies for successfully managing student behaviors in the classroom. Both prevention and intervention strategies will be presented. All participants, regardless of experience or student population, will leave with multiple strategies they can implement immediately. In this training participants will learn how to:

- Reduce arguing/defiance by responding to students' needs vs students' misbehavior
- Teach procedures that will maximize student attention and reduce wasted time
- Hold ground with students in a way that invites cooperation instead of confrontation
- Use consequences to teach personal responsibility and deescalate confrontations
- Combine positive assumptions and concrete techniques to create a safe, structured, and nurturing learning environment where all students get their needs met



Grace Dearborn
Executive Director
Conscious Teaching, LLC
grace@consciousteaching.com



signature of school/district representative

Sandra Garcia

printed name of school/district representative

8/10/23

today's date

Conscious Teaching

Details, Details, Details:

Logistics for upcoming workshop(s) with Grace Dearborn

Greetings! **Please hold on to page 1** of this form for logistics on the day of the workshop(s).

Please fill out pages 2 and 3, and return as soon as you can

Here are some things I will need you to provide for my upcoming workshop(s):

A **microphone** - 2 if possible – is required regardless of the size of the group. At least one, if not both, should be a cordless handheld with **extra batteries**.
An **LCD projector with HDMI or VGA chords** and a **screen.** HDMI is always preferable. (If using Apple Play, please still have a projector with HDMI/VGA chords available as a backup. Just in case.)
A way to **amplify sound from my computer** to the house speaker system. I have several videos to show. I do not need internet as they are embedded in my powerpoint. HOWEVER, participants will need to be able to hear them as they play from my computer. Please test the audio before I arrive by hooking any laptop up to the projector and playing any video.
(**Audio issues are the number one tech problem that occur during tech set-up and the most difficult to troubleshoot)
A **small table or cart** to support the LCD projector, unless it is ceiling mounted.
A **medium table**, set along the front or side, to place my books and other materials upon
Name tags for participants. First names only- printed large. (This is optional).
An **extension cord** and **extra power strip.** These are only necessary about half the time, but better to have and not need, than to need and not have

Room arrangement: The ideal is that the room is just big enough to accommodate the number of participants. They can sit at tables (either rounds or rectangles) **with no one facing the back of the room**. There should be enough **space between tables** for people to stand up and move around, and **space around the perimeter** as well. There should also be room for me to move among the participants, so that when they are seated and pushed away from the table (as people naturally do), I can get past them and circulate as I talk. My experience is that if the room is set up with 50 chairs and 35 people attend, the front 15 chairs will be empty. To counteract this, it's helpful to set up slightly fewer tables and chairs than you anticipate will be used, and have extras available to add in the back as needed.

******Please fill out pages 2 and 3 and return to me via email as soon as possible******

If you have any questions or there are last minute changes, please let me know (operators are standing by to receive your call...). That's it for now except to say I am looking forward to working with your teachers and thank you for this opportunity!!

Sincerely,

Grace Dearborn
Executive Director | Conscious Teaching, LLC
grace@consciousteaching.com | 415-902-2012 (cell/text)

Please fill out these two pages, and return a copy via email as soon as possible

Workshops and Dates *Please check which workshop(s) you are requesting and specify dates*

check		Date/s
	Conscious Classroom Management: Bringing Out the Best in Students & Teachers *** For preK-12 Teachers. Creating safe & structured learning environments*	10-6-23
	Teaching with Trauma in Mind: Fostering Resilience with Challenging Students *** For preK-12 Teachers. Supporting Students with Trauma & the Adults Who Work with Them*	
	The Engaged Brain: Increasing Motivation & Engagement with Reluctant Learners *** For preK-12 Teachers. Using brain-compatible instructional strategies to break-up direct instruction*	
	Participation by Design: Increasing Participation and Rigor in Any Lesson *** For preK-12 Teachers. Getting more from students during whole class discussion, pair-work, and group-work*	
	Support That Sticks: Pushing Past Teacher Resistance *** For Mentors, Instructional Coaches, & Administrators. Using candid coaching to help struggling teachers grow*	
	The Leading Edge: Applying Patience, Pressure, & Practical Skills to Create Schoolwide Change *** For Administrators. Supporting staff through schoolwide discipline and pedagogical changes*	

Contact Info

Name & Title of contact person	Sandra Garcia, Director State + Federal
Phone Number (office and cell)	(408) 928-6935 + (408) 203-7546
Email Address	sandra.garcia@arusd.org

Billing Info

Name & Title of person to be billed/invoiced	Alum Rock Accounts Payable
Email Address	Accounts.payable@arusd.org
Phone/Fax Number	408-928-6852
School or District Name & Mailing Address (for billing purposes)	Alum Rock School District 2930 Gay Ave San Jose, CA 95127

Participant Info

Estimated # of participants for workshop #1	25
Estimated # of participants for workshop #2 (if applicable)	—
For workshop #2, same participants as workshop 1 or different?	—
Participant teaching level (Elem, Middle, High School, or Mixed?)	Elem/Middle
Approx. % of participants who are new (first 3 years) to teaching? Just a best guess	After school staff 50%

General Logistics

Lodging: if outside of Northern California	Names, phone numbers, and addresses of two hotels (preferably at least one **Marriot** or Marriot affiliate) near the workshop (ideally within 10 minutes).	N/A
Airport:	Best airport(s) to fly into?	San Jose Mineta
Rental Car:	Will I need to rent a car?	yes or uber
Driving Time:	How long will it take to drive from the workshop to the airport?	20 minutes
Same Day Contact:	Name and cell phone of person I can text the night before and/or the morning of the workshop with last minute needs or questions.	Please note that I generally arrive about 30 min before the start time to set up. My cell/text is 415-902-2012 Lupé Rural cabon, Coordinator (408) 674-5747
Address of Workshop	Please include a **street address**, so I can use my GPS to find the location. Plus, please indicate where I should park and where I enter the building.	2930 Gay Ave San Jose CA 95127 *Board Room

Logistics of the Day

Workshop start time (when I start speaking)	8:30Am
Workshop end time (when I stop speaking)	3pm
Are there any events happening before I begin speaking? (breakfast, announcements, other presentations, etc.)	NO
Will you be able to set up and test the A/V system before I arrive to ensure that the video and audio is all working properly?	yes
Can you provide at least one **handheld cordless** microphone?	

Pre-Purchasing Books

If you would like to purchase books in advance, please also see the attached form for pricing and ordering instructions.

How many "Conscious Classroom Management," BOOKS would you like to purchase in advance?	
How many "Picture This!" BOOKS would you like to purchase in advance?	
How many "Yeah, But What About *This* Kid?" BOOKS would you like to purchase in advance?	

Shipping Books to Venue for Sale

We have books from last year

If you do not pre-purchase books for your teachers, books will be sent to the venue for the presenter to sell to interested participants at breaks. Presenter will handle all sales and will pay for shipping books there and back. There is no cost to you.

Name of **person** books should be shipped to	State + Federal Attn:
Name & Address of **location** books should be shipped to	2930 Gay Ave San Jose, CA 95127

INSTRUCTIONS for ORDERING BOOKS

If paying with a purchase order, please submit the purchase order to support@consciousteaching.com or fax to 415-456-9190. We require a PO if payment is not made in advance.

If paying by credit card, you may order on our website www.consciousteaching.com or call 415-456-9190 to pay by phone.

We cannot ship books until payment or PO is received. Books take 7-10 days to arrive once shipped.

Volume Pricing for Books

Conscious Classroom Management 	**Quantity**	**Price per GREEN book**
	2 – 29	$25.95
	30 – 59	$24.95
	60 – 89	$23.95
	90 – 199	$21.95
	200 - 299	$20.95
	300 - 399	$20.45
	400+	$19.95
	**Quantity book**	**Price per**
	2 – 29	$24.95
	30 – 59	$22.95
	60 – 89	$20.95
	90 – 199	$18.95
	200 – 299	$16.95
	300 – 399	$16.45
	400 +	$15.95
Picture This! 	**Quantity**	**Price per RED book**
	2 – 29	$21.95
	30 – 59	$19.95
	60 – 89	$18.95
	90 – 199	$17.95
	200 – 299	$16.95
	300 – 399	$16.45
	400 +	$15.95

PLEASE ADD 8% OF THE ORDER TOTAL TO YOUR PRICE FOR SHIPPING AND HANDLING. California residents only, please add applicable sales tax for your city.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: State and Federal Programs (School/Dept.) VENDOR NO. 300937

Submitted by: Sandra Garcia

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

   Name of Individual/Company: UnaMesa Association d.b.a. InPlay

   Address: 14 South Eldorado Street City: San Mateo State: CA Zip: 94401

   Phone: (650) 246-9976 Email Address: rod@inplay.org

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

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date February 9, 2024 end date July 31, 2024

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

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

   InPlay will provide ARUSD with a mobile registration services, professional data services, and set-up support to enroll priority students in the District's 2024 summer programs.

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:** $45,000 (describe rate agreement) InPlay will invoice two payments $20,000 upon board approval and $25,000 on July 15, 2024

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
060	2600	0	5815	00	1110	1000	020200	360	7392	$45,000.00	CM 1/19/24

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

InPlay Scope of Work

InPlay proposes to provide the Alum Rock Unified School District ("District") with a mobile registration service, professional data services, and set-up support to enroll priority students in the District's 2024 summer programs.

Definitions:

OSCAR service: OSCAR is a mobile-device registration service that texts priority families identified by the District with local, age-appropriate educational and enriching programs. Families can read about the program and then sign up using a pre-filled registration form. Staff can track sign-ups and use integrated administrative tools to help families register if necessary.

Priority students: These are students enrolled in the District who are deemed "unduplicated" per LCFF funding guidelines and students with special needs. They will be given priority registration.

Registration and enrollment: Registration forms submitted by parents are deemed pending registrations until formally enrolled and given a confirmed program spot. Submissions can be automatically enrolled or be manually reviewed and enrolled by an administrator.

Data integration: InPlay will work with the District to access SIS data that is needed to prefill the universal registration form. The method of data integration and type of data will be determined jointly with the District.

Enrollment data exports: When registration ends, InPlay will give program providers electronic datafiles of the student registration information for those who are enrolled in their program.

I. InPlay Responsibilities:

Service to parents

1. **Mobile Device registration.** Implement a text-based online registration system that allows families access real-time program inventory and register.
2. **Text invitations and reminders.** Provide automated text invitations to caregivers to register before the summer program begins, and then before program begins text a reminder with enrollment info (location, dates, times, etc.).
3. **Offer local options.** For each student applicant, present a choice of enrichment programs that are local, age-appropriate, and have open spots.
4. **Limit each student to one program enrollment.**
5. **Contact in order of priority.** Offer priority registration first to caregivers/guardians of "Unduplicated" students, and then open up remaining spots for general registration.
6. **Pre-fill forms.** Enable parents to review and update a pre-filled, consolidated registration and waiver form with district-provided SIS data.
7. **Confirm registration enrollments.** Automatically send enrollment confirmations via text and emails to caregiver with the program name, location, dates, times, etc.

8. **Enable providers to directly recruit students.** Enable program providers to directly recruit their current families by giving parents a unique link to only their program and enable them to sign up on their mobile device.
9. **Optional:** Allot program session seat capacity by students who attend certain school clusters (to help District manage student teacher ratios).

Support for District Program Administrators

9. **Admin Console.** Provide real-time dashboards tracking the status of invitation responses, and inventory by site/program of registration enrollments, waitlists, and withdrawals.
10. **Admin tools.** Provide tools to customize the campaign parameters, support family registration and changes, download reports, edit program listings.
11. **Program data collection form.** Provide an online form to capture program info and descriptions from Program Providers.
12. **Training and Support.** Provide administrators with a training session that can be videorecorded and online help desk where they can submit support request tickets or look up answers in a knowledge library.
13. **Campaign outcome metrics.** After registration closes, InPlay will do analysis to provide District with key metrics on: enrollments by priority group and language preference, seats filled by program provider, and a parent satisfaction survey of the out-of-school time program.

Usage and care of student data

14. **SIS integration.** Download a single SIS export file or sync securely with the district SIS using application programming interfaces or other methods for regular updates of SIS data.
15. **Upload registration data.** Enable data exports of student registrations for uploading into the community partner databases.
16. **Data deletion.** Delete all personally identifiable student data no later than a date to be agreed-upon with the Summer Learning Coordinator and stated in the governing data sharing agreement.

Legal compliance

17. **Data security and privacy.** Take reasonable security precautions and protections to comply with applicable District student privacy and data security requirements and any applicable state and federal laws governing student data to ensure that only persons authorized to view the data gain access to the data. The detailed legal obligations will be agreed to in a separate A4L National Student Data Privacy Agreement to be executed between InPlay and the District.
18. **Access.** Ensure that the communication and registration interface for parents:
    a) Is accessible to and conforms with all applicable laws, including Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended, all other regulations promulgated under Title II of the Americans with Disabilities Act, and the accessibility standards of the Web Content Accessibility Guidelines ("WCAG") 2.0 AA to the extent the registration system is public facing and/or generates web or electronic materials and/or information for District families.

b) Is translated into Spanish only. (Additional language translations available for an additional fee per language). The universal registration form and accompanying legal waivers will be translated and submitted to District for translator review and approval.

II. District Responsibilities

1. **Sign a data-sharing agreement.** Facilitate the signing of the A4L's National Student Data Privacy Agreement or similar data sharing agreement and in such case, ensure InPlay can gain reasonably sufficient access to the District's SIS data for the sole purpose of registering students for district-approved programs and otherwise performing under this contract.
2. **Prioritize District Students.** The District's Research and Evaluation Department (or equivalent) will identify priority students and provide a database of students grouped by levels of priority for enrollment.
3. **Registration data uploads.** The District's IT Department will support InPlay to determine the best method to sync SIS data with InPlay and then upload enrollment data to the SIS database.
4. **Announce open registration to staff and families.** Conduct a targeted outreach and publicity campaign so that priority families will know to expect a text invitation to sign up for summer. These materials are electronic or hardcopy marketing collateral and do not include OSCAR's SMS text messages.
5. **Permission to text parents.** Obtain sufficient prior consent from parents/guardians to enable InPlay to perform its obligations under this contract (including sending texts to the caregivers that the District instructs InPlay to send).
6. **Translations.** Review translated versions of the legal registration form and waivers in Spanish

Project management

7. **Project timeline.** Work with InPlay to develop a project timeline for registering students.
8. **Coordination meetings.** Commit to and participate in regularly scheduled planning and coordination meetings with InPlay.
9. **Wave management.** Jointly work with InPlay to set policies and parameters to recruit students by priority level: the registration duration, percentages to over-enroll and waitlist, and how many days to wait before auto-enrolling submitted registrations or inviting additional students.
10. **Universal Registration Form.** Ensure timely delivery of the final approved registration form and legal waiver language, including all necessary translated versions.
11. **Community Partner form acceptance.** Obtain agreement from all Program Providers to use the fields in the Universal Registration Form and accept electronic csv files of that registration data.
12. **Provider partner acceptance of District's privacy terms**. Obtain agreement from providers that they will adhere to the District's student data privacy and security terms in order to receive enrollment data from InPlay. (The language will be provided for InPlay to be included in the District's service contract with the Program Provider).
13. **Set up family call center and share list of staff authorized to receive access.** Provide names, emails, and site assignments for all authorized Call Center support staff, District administrators, and Program Providers to grant access.

14. **Training.** Jointly plan and schedule two training sessions for designated District and Community Partner administrative staff.
15. **Follow up directly with families.** District and/or Community Partner administrators will be solely responsible for using the admin tools to follow up directly with families to assist and complete their registration if needed, change program assignments, and manage waitlists.
16. **Approval to register for Program Providers.** Grant permission for InPlay to use District student data to register students for District-approved third-party out-of-school learning programs.
17. **Measure effectiveness.** If time and resources allow, track and compare 2023 with 2024 outcomes that include savings in terms of time and financial, and increased percent of program slots filled by the registration deadline.
18. **Maintain a contingency plan:** If necessary, on a designated go/no-go date, be prepared to print paper packets or fall back on another method of the District's choice to register students.

Provide data on summer program sites

19. **Collect program data for landing pages.** By the agreed-upon deadline, collect all final program information from the Program Providers into an electronic form to be provided to InPlay. NB: The District understands that late delivery of the program information or requesting additional changes to program listings after the deadline will delay the launch of the registration campaign.
20. **Editing/updating landing pages.** InPlay will take the program data and create the initial program landing pages. Site administrators will be responsible for receiving, approving, and relaying subsequent provider program changes to InPlay.
21. **Assign program site and capacity for each school clusters.** If District opts to limit program session eligibility to specific school clusters, the District must define the school clusters and identify the respective program sites and grades for each cluster.

III. Term

The term of this Agreement is from February 9, 2024 through July 15, 2024.

IV. Pricing

Pricing includes:

- Text-based outreach and registration OSCAR service for Summer 2024 campaign.
- Data syncing with the District's SIS.
- Spanish translation.

Total: $45,000 for the term of the Agreement.

InPlay will invoice for two payments according to the following shares:

$20,000 upon board approval.
$25,000 on July 15, 2024.

Optional services provided for an additional fee:

- Additional language translations.

MASTER SOFTWARE AND SERVICES AGREEMENT

THIS MASTER SOFTWARE AND SERVICES AGREEMENT (this "**Agreement**"), dated as of February 9, 2024 ("**Effective Date**"), is between UnaMesa Association, a California nonprofit corporation with offices at 654 Gilman Street, Palo Alto, California 94301, as the fiscal sponsor for InPlay, a project of UnaMesa ("**InPlay**") and Alum Rock Union School District with offices located at 2930 Gay Ave, San Jose, CA 95127 ("**Customer**"). InPlay and Customer are sometimes referred to herein, individually, as a "**Party**" and, collectively, as the "**Parties**".

1. Definitions.

(a) "**Confidential Information**" has the meaning set forth in Section 8.1.

(b) "**Customer Data**" means all (i) student data, (ii) all other data input by Customer or Users to the InPlay Software and (iii) all reports and outputs generated with respect to any of foregoing data. For purposes of clarification, Customer Data does not include any (x) technical or statistical data regarding any of the InPlay Software or any of InPlay's systems such as performance metrics (including, without limitation, latency data and data regarding usage patterns), all of which shall be the sole property of InPlay or (y) registration data that is input as a part of the registration process or that is generated when a student is registered for a program.

(c) "**Disclosing Party**" has the meaning set forth in Section 8.1.

(d) "**Dispute**" has the meaning set forth in Section 13.3.

(e) "**Documentation**" means all manuals, instructions, specifications, and other documents and materials that InPlay provides or makes available to Customer or Users in any medium and which describe the functionality, features or requirements of the InPlay Software.

(f) "**Fees**" means, collectively, the Subscription Fees and the Service Fees.

(g) "**Infringement Claim**" has the meaning set forth in Section 11.1.

(h) "**Initial Subscription Term**" has the meaning set forth in Section 12.1(b).

(i) "**InPlay Property**" has the meaning set forth in Section 6.2(a).

(j) "**InPlay Software**" means the InPlay software applications provided as a software as a service offering and hosted by InPlay or by a third-party on behalf of InPlay, together with all related Documentation. The InPlay Software facilitates the identification and registration of students for camp, afterschool and other enrichment, educational or community programs.

(k) "**Person**" means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.

(l) "**Professional Services**" means the customization, implementation, integration and/or training services purchased by Customer as described in a Statement of Work.

(m) "**Receiving Party**" has the meaning set forth in Section 8.1.

(n) "**Renewal Subscription Term**" has the meaning set forth in Section 12.1(b).

(o) "**Service Fees**" has the meaning set forth in Section 5.1(b).

(p) "**Statement of Work**" means on ordering document or online order specifying the InPlay Software, Professional Services and Support Services purchased by Customer under this Agreement. Statements of Work shall be subject solely to and incorporate by reference the terms of this Agreement.

(q) "**Subscription Fees**" has the meaning set forth in Section 5.1(a).

(r) "**Subscription Term**" means, collectively, the Initial Subscription Term and the Renewal Subscription Term.

(s) "**Suggestions**" has the meaning set forth in Section 6.3.

(t) "**Support Services**" means maintenance and support services related to InPlay Software provided to Customer by InPlay as described in **Exhibit B**.

(u) "**Taxes**" has the meaning set forth in Section 5.4.

(v) "**Term**" has the meaning set forth in Section 12.1.

(w) "**Users**" means employees and contractors of Customer who are authorized to use and access the InPlay Software in accordance with this Agreement as well as all families who have children who are enrolled in school district operated by Customer.

(x) "**Warranty Period**" has the meaning set forth in Section 9.2.

2. InPlay Subscription. Customer hereby subscribes for, and InPlay shall host and provide Customer and its Users with, access to and use of the InPlay Software during the Subscription Term in accordance with this Agreement. Customer's subscriptions are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by InPlay regarding future functionality or features of the InPlay Software.

3. InPlay Services.

3.1 Support Services. InPlay shall provide the Support Services pursuant to this Agreement (including **Exhibit B**) and the applicable Statements of Work. InPlay may change the terms of **Exhibit B** from time to time upon at least ninety (90) days prior written notice to Customer.

3.2 Professional Services. InPlay shall provide the applicable Professional Services pursuant to this Agreement (including **Exhibit A**) and the applicable Statements of Work. InPlay may change the terms of **Exhibit A** from time to time.

4. Customer Obligations.

4.1 Restrictions. Customer shall not: (a) copy, rent, lease, sell, resell, license, distribute, pledge, assign, or otherwise transfer or encumber rights to use or access the InPlay Software or any part thereof; (b) make it available to any Person other than its Users; (c) use the InPlay Software for the benefit of any Person except for Customer or any User; (d) store or transmit infringing, libelous, or otherwise unlawful or tortious material, or material in violation of third-party privacy rights; (e) store or transmit viruses, time bombs, Trojan horses and any other harmful or malicious code, files, scripts, agents or programs to the InPlay Software; (f) attempt to gain unauthorized access to, or disrupt the integrity or performance of, the InPlay Software or the data contained therein; (g) modify, copy or create any derivative works based on the InPlay Software or any

portion thereof; (h) access the InPlay Software for the purpose of building a competitive product or service or copying features, functions, ideas, graphics or user interfaces of the InPlay Software; (i) disassemble, reverse engineer, or decompile the InPlay Software to build a similar product, copy the InPlay Software or any portion thereof; or (j) delete, add, alter or fail to reproduce in or on the InPlay Software the InPlay name, logos, trademarks and any copyright or other notices appearing in or on InPlay Software or which may be required by InPlay.

4.2 Suspension of Use. Customer acknowledges and agrees that any use of or access to the InPlay Software in breach of this Agreement, Documentation or applicable Statements of Work by Customer or its Users that, in InPlay's judgment, threatens the security, integrity or availability of the InPlay Software may result in immediate suspension of Customer's or any User's use of or access to the InPlay Software.

5. Fees, Expenses and Taxes.

5.1 Fees. Customer shall pay InPlay all Fees as set forth in the applicable Statements of Work. Except as expressly provided in this Agreement, all Fees are non-cancelable and non-refundable.

(a) Subscription Fees. Customer shall pay InPlay the subscription fees ("**Subscription Fees**") for the InPlay Software as set forth on the applicable Statement of Work. InPlay shall have the right to change its Subscription Fees at any time by providing written notice thereof to Customer, which changes shall be effective as of the commencement of the next Renewal Subscription Term.

(b) Fees for Services. Customer shall pay InPlay the fees for all Support Services and Professional Services ("**Service Fees**") as set forth on the applicable Statement of Work within thirty (30) days of receipt of invoice from InPlay. InPlay shall have the right to change its Service Fees at any time provided that such changes shall not be applicable to any Support Services and/or Professional Services previously purchased by Customer.

(c) Late Payments. In addition to any of InPlay's other rights and remedies, if Customer does not pay any amount due to InPlay as and when due then InPlay shall have the right to charge a late charge on the unpaid amount equal to the lesser of (i) one percent (1.0%) per month or portion thereof or (ii) the maximum late charge permitted by applicable law until the outstanding amounts are paid in full.

5.2 Suspension Due to Unpaid Fees. Access to all InPlay Software is contingent on the continued and timely payment of all Fees. If any Fees due to InPlay remain outstanding for more than thirty (30) days after the due date, then InPlay shall have the right to suspend access to the InPlay Software and discontinue performance of any Support Services and any Professional Services upon thirty (30) days written notice to Customer. The foregoing rights are in addition to InPlay's other rights and remedies.

5.3 Expenses. Customer shall pay or reimburse InPlay for all expenses incurred by InPlay in performing the Support Services and Professional Services which are set forth on a Statement of Work.

5.4 Taxes. Fees do not include any excise, use, sales or any other local, state, federal, foreign taxes, levies, duties or similar charges that may now or hereafter be assessed by any governmental authority (collectively, "**Taxes**"). Customer is responsible for paying all Taxes associated with its subscription for InPlay Software and receipt of the Support Services and Professional Services (excluding taxes based on InPlay's net income or property).

6. Ownership.

6.1 Customer Data.

(a) Customer shall at all times own all Customer Data and InPlay shall not acquire any ownership rights therein. InPlay shall have the right to host, copy, transmit and display the Customer Data through the InPlay Software and otherwise perform its obligations pursuant to this Agreement. Further, subject to any limitations imposed by applicable law, InPlay shall have the right to use any Customer Data in de-identified format for purposes improving its products and services, and other internal business purposes.

(b) Upon termination of this Agreement or a Statement of Work, InPlay shall (i) provide Customer with a computerized file, in industry standard SQL format, containing any Customer Data in InPlay's possession and (ii) thereafter, delete all of the foregoing data from its systems.

6.2 InPlay Property.

(a) InPlay and its third party licensors, if any, own and retain all right, title, and interest in and to the InPlay Software (including all components thereof), InPlay's database of camp, afterschool and other enrichment, educational or community programs, and all Documentation in all forms and formats including, but not limited to, all modifications, enhancements, updates, and configurations thereto as well all intellectual property rights (patent, copyright, trade secret, trademark, service mark, database and all other intellectual property rights) associated therewith or incorporated therein (collectively, "**InPlay Property**").

(b) InPlay does not transfer any title or ownership interest in or to any InPlay Property or in any modifications, enhancements, or derivative works thereof. Customer shall not interfere with or otherwise challenge InPlay's rights in or to the InPlay Property nor shall Customer remove or alter, or allow to be removed or altered, any notice, symbol or legend of any trademark, copyright notice, or other proprietary rights appearing in or on any of the InPlay Property. Customer shall not (i) alter or copy, or permit a third party to alter or copy, any part of the InPlay Software or (ii) use the InPlay Software to provide service bureau, time sharing, access through a public computer bulletin board or "shareware" distribution process, or other services to third parties.

6.3 Suggestions. From time to time Customer may provide suggestions, ideas, concepts, improvements, enhancements or other information regarding the features, functionality or operation of the InPlay Software, Support Services or Professional Services ("**Suggestions**") to InPlay. InPlay shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate any Suggestions into the InPlay Software, Support Services or Professional Services. InPlay has no obligation to use any Suggestions but, in its discretion, may implement the Suggestions to the InPlay Software, Support Services or Professional Services.

7. Data Security. InPlay will maintain appropriate administrative, physical and technical safeguards for the protection of Customer Data stored in any InPlay Software. Those safeguards will include, but will not be limited to, measures designed to prevent unauthorized access to or disclosure of Customer Data other than to Customer or Users. Further, each of InPlay, Customers and Users shall at all times comply with all applicable laws and regulations regarding personal data including student data. Without limiting the generality of the foregoing, InPlay shall treat as confidential all data regarding any student which is provided to InPlay and all such student data shall be protected and secured pursuant to a student data privacy agreement, the form of which is attached hereto as **Exhibit C**.

8. Confidentiality.

8.1 Definition of Confidential Information. "**Confidential Information**" means all information disclosed by a party ("**Disclosing Party**") to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of InPlay includes all InPlay Software (including, without limitation, all components and all object code and source code thereof),

Documentation and the terms and conditions of this Agreement including all Statements of Work (including pricing). Confidential Information of each Party includes all business and marketing plans, hardware, software, specifications, research, technology and technical information, product plans and designs and business processes disclosed by such Party. However, Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party or (d) was independently developed by the Receiving Party. For the avoidance of doubt, the non-disclosure obligations set forth in this Section 8.1 also apply to Confidential Information exchanged between the Parties in connection with InPlay's performance of the Support Services and the Professional Services.

8.2 Protection of Confidential Information. Each Party shall retain all ownership rights in and to its Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own Confidential Information of like kind (but not less than commercially reasonable care) to (a) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (b) limit access to Confidential Information of the Disclosing Party on a need-to-know basis only to its personnel who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. Customer will not disclose this Agreement or any Statement of Work to any third party other than its legal counsel and accountants.

8.3 Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior written notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

9. Representations, Limited Warranty, Service Level Agreement, Exclusive Remedies and Disclaimers.

9.1 Representations. Each Party represents that it has validly entered into this Agreement and has the legal power to do so.

9.2 Limited Warranty. InPlay warrants to Customer that the InPlay Software will perform, in all material respects, in accordance with the Documentation for ninety (90) days following the date InPlay first makes the InPlay Software accessible to Customer and its Users (the "**Warranty Period**"). Customer's sole and exclusive remedy, and InPlay's only liability under such warranty with respect to any non-conforming InPlay Software is using its commercially reasonable efforts to correct such defects or to replace the non-conforming InPlay Software within a reasonable period of time. If InPlay is unable to so repair or replace the non-conforming InPlay Software, then InPlay shall refund to Customer any pre-paid Subscription Fees that relate to the non-conforming portion of the InPlay Software. Notwithstanding the foregoing, InPlay shall have no responsibility for, and this warranty shall be void in the event of any: (i) errors or defects caused by Customer's neglect, misuse or damage to the InPlay Software; (ii) use of the InPlay Software not in accordance with the Documentation or InPlay's written recommended configurations; (iii) loss or damaging dissemination of data due to breach of any security technology used by Customer or any User; and (iv) use of the InPlay Software in any manner inconsistent with this Agreement, the Documentation or applicable law. After the end of the expiration of the Warranty Period, Customer's sole and exclusive remedy, and InPlay's only liability with respect to any non-conforming InPlay Software shall be as set forth in **Exhibit B**.

9.3 Disclaimer. Customer and the Users assume full responsibility for all risk associated with access to and use of the InPlay Software by Customer and such Users. Without limiting the generality of the foregoing, InPlay shall not be liable for registering or any failure to register any participants due to (a) late delivery of any student information, (b) any changes or other modifications to any program information after

the deadlines set forth in the applicable Statement of Work or (c) Customer's delivery or failure to deliver program activities to Users or students.

9.4 Disclaimer of Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, INPLAY MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE. INPLAY SPECIFICALLY DISCLAIMS (TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW) ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. INPLAY DOES NOT WARRANT THAT THE OPERATION OF ANY INPLAY SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE.

10. Limitation of Liability.

10.1 IN NO EVENT WILL INPLAY OR ANY OF ITS THIRD PARTY SUPPLIERS, IF ANY, HAVE ANY LIABILITY TO CUSTOMER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES INCLUDING, BUT NOT LIMITED TO, ANY (A) LOST PROFITS, REVENUES OR GOODWILL, (B) LOSS, INACCURACY OR CORRUPTION OF DATA, (C) ACTION OR NON-ACTION TAKEN BY CUSTOMER IN RELIANCE ON ANY INPLAY SOFTWARE, (D) COST OF SUBSTITUTE GOODS OR SERVICES, (E) COMPUTER MALFUNCTION, VIRUSES OR ANY OTHER DIGITAL HAZARD, (F) BUSINESS INTERRUPTION OR (G) OTHER CIRCUMSTANCES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF INPLAY HAS BEEN ADVISED OF, KNEW OR SHOULD HAVE KNOWN, THE POSSIBILITY OF SUCH DAMAGES OR IF ANY REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE.

10.2 IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EITHER PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY CUSTOMER TO INPLAY HEREUNDER IN THE SIX (6) MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT, TORT OR WARRANTY AND REGARDLESS OF THE THEORY OF LIABILITY, BUT WILL NOT LIMIT CUSTOMER'S OBLIGATIONS UNDER SECTION 5.

11. Infringement Indemnification.

11.1 Indemnification by InPlay. InPlay will defend Customer from all claims, demands, suits or proceedings brought against Customer by any third party alleging that the InPlay Software, as provided by InPlay under this Agreement, infringes any patent, copyright, or trademark or misappropriates any trade secret of any third party (each, an "**Infringement Claim**"). InPlay will indemnify Customer for all damages, costs, reasonable attorneys' fees finally awarded by a court of competent jurisdiction or to be paid to a third party in accordance with a settlement agreement signed by InPlay, in connection with an Infringement Claim. In the event of any such Infringement Claim, InPlay may, at its option: (a) obtain the right to permit continued use of the InPlay Software; (b) modify or replace the relevant portion(s) of the InPlay Software with a non-infringing alternative having substantially equivalent performance; or (c) terminate this Agreement as to the infringing InPlay Software and refund to Customer any prepaid, unused Subscription Fees for such infringing InPlay Software hereunder without any further liability. The indemnification obligations set forth in this Section 11.1 are InPlay's sole and exclusive obligations and Customer's sole and exclusive remedies with respect to infringement or misappropriation of third-party intellectual property rights of any kind.

11.2 Indemnification Procedure. Customer must give InPlay prompt notice in writing of any action for which it seeks to be indemnified pursuant to Section 10 and will cooperate with InPlay at InPlay's sole cost and expense. InPlay shall promptly take control of the defense and investigation of such claim and shall employ counsel to handle and defend the same, at InPlay's sole cost and expense. InPlay shall not settle any claim in

a manner that adversely affects the rights of Customer without Customer's prior written consent. Customer's failure to perform any obligations under this Section 11.2 will not relieve InPlay of its obligations under Section 11 except to the extent that InPlay can demonstrate that it has been materially prejudiced as a result of such failure. Customer may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing.

12. Term and Termination.

12.1 Term.

(a) The term of this Agreement commences on the Effective Date and shall continue until terminated in accordance with this Section 12 ("**Term**"). This Agreement may be terminated by either Party upon at least ninety (90) days written notice to the other Party at any time when all Statements of Work (including all Subscription Terms) have expired or otherwise been terminated.

(b) The term of any subscription for InPlay Software shall commence on the date set forth on the applicable Statement of Work and shall continue for an initial term of one (1) year ("**Initial Subscription Term**"). Thereafter, the subscription term will automatically renew for additional terms of two (2) years each (each, a "**Renewal Subscription Term**") at the then-current subscription fees unless terminated by either Party by delivering written notice of termination at least ninety (90) days prior to the expiration date.

12.2 Termination. Either Party may terminate this Agreement, effective on written notice to the other Party, if: (a) the other Party materially breaches this Agreement, and such breach (i) is incapable of cure or (ii) being capable of cure, remains uncured for sixty (60) days after the non-breaching Party provides the breaching Party with written notice of such breach; or (b) the other Party (i) becomes insolvent or is generally unable to pay or fails to pay its debts as they become due; (ii) files or has filed against it a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

12.3 Effect of Expiration or Termination. Upon any expiration or termination of this Agreement, all rights granted to Customer will immediately terminate. Accordingly, Customer shall immediately cease accessing and using all InPlay Software, Documentation and any InPlay Confidential Information, and permanently destroy any such materials that may be stored in any non-returnable form including, but not limited to, electronic materials and shall immediately pay all unpaid amounts which would have been due InPlay.

12.4 Surviving Terms. All provisions of this Agreement relating to warranties, disclaimers of warranties, limitation of liability, remedies, damages, confidentiality, and any other terms that either expressly or by their nature should survive, shall survive any termination of this Agreement, and shall continue in full force and effect.

13. Miscellaneous.

13.1 Assignment. Customer may not assign, delegate or transfer any of its rights or obligations under this Agreement, in each case whether voluntarily, involuntarily or by operation of law. Any purported assignment, delegation, or transfer in violation of this Section 13.1 is void. Subject to the foregoing, this Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

13.2 Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have any authority to contract for or bind the other Party in any manner. There are no third-party beneficiaries under this Agreement.

13.3 Governing Law; Dispute Resolution.

(a) This Agreement is to be construed in accordance with and governed by the internal laws of the State of California without regard to conflicts of law provisions thereof.

(b) The Parties will attempt in good faith to resolve through negotiation any dispute, claim or controversy (a "**Dispute**") relating to this Agreement. Either Party may initiate negotiations by providing written notice to the other Party setting forth the subject of the Dispute and the relief requested. The receiving Party will respond in writing within five (5) business days with a statement of its position on and recommended solution to the Dispute. If the Dispute is not resolved by this exchange of correspondence, then representatives of each Party with full settlement authority shall meet to resolve the dispute at an agreed time and place within twenty (20) business days of the date of the initial notice.

(c) If the Dispute is not resolved by these negotiations, then either Party may commence proceedings exclusively in a federal court in the Northern District of California or in state court in San Mateo County, California, and each Party hereby irrevocably submits to the exclusive jurisdiction and venue of any such court in any such suit, action or proceeding.

13.4 Marketing and Public Announcements. InPlay may publish on its website and, in a mutually agreed press release, a statement indicating that Customer is a customer of InPlay.

13.5 Force Majeure. Except for any payment obligations, neither Party shall be liable for any default in its obligations under this Agreement due to natural disasters, acts of God, riots, war, epidemics, labor disputes, governmental restrictions, mechanical or electrical breakdowns, interruptions of utility or communications services, shortages or delays in obtaining suitable materials, transportation difficulties, acts of subcontractors, or any other acts which are beyond either Party's reasonable control. If any force majeure event continues for eight (8) consecutive weeks, then each Party shall have the right to terminate this Agreement upon written notice to the other Party.

13.6 Notices. All notices, requests, consents, claims, demands, waivers, and all other communications under this Agreement have binding legal effect only if in writing and shall be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by facsimile or email, in each case, with confirmation of transmission, if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (d) on the third day after the date mailed by certified or registered mail, return receipt requested, postage prepaid. Each Party's address is set forth on the signature page hereto.

13.7 Headings. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

13.8 Entire Agreement. This Agreement, including all Exhibits, Statements of Work and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

13.9 Amendment and Modification; Waiver. Except as set forth herein, no amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of both Parties. No waiver by either Party of any provision hereof is effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise or delay in exercising, any rights, remedy power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

13.10 Severability. If any provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, then such invalidity, illegality or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

13.11 Signatures. This Agreement may be executed in multiple counterparts, all of which shall be considered one and the same instrument. Signatures received by facsimile, PDF file or other electronic format (such as DocuSign) shall be deemed to be original signatures.

* * *

IN WITNESS WHEREOF, the duly authorized representatives of each Party have executed this Agreement as of the Effective Date.

UNAMESA ASSOCIATION

By: _____

Name: Gregory Wolff

Title: President

Date: _____

Address:

UnaMesa Association

654 Gilman Street

Palo Alto CA 94301

Gregory Wolff, President

and

InPlay

14 South Eldorado Street

San Mateo, California 94401

Attn: Rod Hsiao, CEO

Email: rod@inplay.org

Alum Rock Union School District

By: _____

Name: Hilaria Bauer, Ph.D.

Title: Superintendent

Date: _____

Address:

2930 Gave Avenue

San Jose, CA 95127

Attn: Sandra Garcia

Email: sandra.garcia@arusd.org

EXHIBIT A

Professional Services

1. **Professional Services**. The Professional Services may include installation, integration, training and/or other professional services to be performed by InPlay. A description of the Professional Services purchased by Customer shall be set forth an applicable Statement of Work, which shall be set forth one or more sequentially numbered exhibits commencing with **Exhibit D-1**.

2. **Statement of Work.** Each Party shall designate a Project Manager in the Statement of Work, who shall be responsible for selecting personnel and supervising the delivery of the Professional Services. The Parties agree that the Statement of Work reflects the mutually agreed delivery timeframe. If Customer desires to modify a Statement of Work, then Customer shall submit a written change order request to InPlay, which shall specify the requested modification in reasonable details. If InPlay accepts the modification, then the Parties shall each execute the change order. For purposes of clarification, in the change order is not executed by both Parties, then the original Statement of Work shall continue in full force and effect.

3. **Performance of Professional Services and Payment**. Professional Services will be performed during regular business hours (9am to 5pm Pacific Time, Monday thru Friday). InPlay shall provide an invoice for the Professional Services delivered and expenses incurred as provided on the applicable Statement of Work. InPlay's obligations and Customer's rights under this **Exhibit A** are conditioned upon Customer's timely payment of all Service Fees and other charges due to InPlay.

4. **Expenses**. Customer shall pay all expenses incurred by InPlay in performing Professional Services which are set forth on a Statement of Work. Customer shall make timely payment for each expense invoice within thirty (30) days of receipt.

5. **Additional Purchases**. At any time during the Term, Customer may purchase additional Professional Services by mutual agreement and in accordance with a Statement of Work.

* * *

EXHIBIT B

Service Level Agreement (SLA)

1. **Support Services**. InPlay shall provide Support Services with respect to the InPlay Software:

   (a) Phone Support: 9:00am to 5:00pm Pacific Time Monday thru Friday.

   (b) Email Support: 9:00am to 5:00pm Pacific Time Monday thru Friday.

   (c) Software updates for products used by Customer under this Agreement.

2. **Expenses.** Customer shall pay all expenses incurred by InPlay in performing the Support Services as set forth on a Statement of Work.

* * *

EXHIBIT C

Student Data Privacy Agreement

The Student Data Privacy Agreement is executed separately by Customer and InPlay and incorporated herein by reference.

EXHIBIT D-1

Statement of Work

<attached as a separate document>

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Student Services Department (School/Dept.) VENDOR NO. 21977

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: Healthier Kids Foundation Santa Clara County

Address: 4040 Moorpark Ave STE 100 City: San Jose State: CA Zip: 95117

Phone: (408) 427 2558 Email Address: MelindaS@hkidsf.org

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on February 8, 2024, and will diligently perform as required and complete performance by June 30, 2025, 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").

The Healthy Kids Foundation will provide the following services at no cost to ARUSD students grades T4-8th for the next 2 years: Vision, Dental, Hearing screenings/case management and oral health education, medical enrollment and healthier lifestyle classes.

4. **COMPENSATION:** District agrees to pay Contractor for services satisfactorily rendered pursuant to this Agreement. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by District within thirty (30) days after Contractor submits an invoice to District for Services actually completed or the portion of the Services for which payment is to be made. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District.

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

☑ b. **Other:** $0.00 (describe rate agreement) No Cost to District

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
010	0000	0	5815	00	1110	1000	000000	340	7221	0.00	2/1/24

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.

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

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Healthier Kids Foundation

Foundation

Healthier Kids
4040 Moorpark Avenue, Suite 100
San Jose, CA 95117
Phone: 408.564.5114
Fax: 408.326.2711
www.hkidsf.org

MEMORANDUM OF UNDERSTANDING BETWEEN ALUM ROCK UNION SCHOOL DISTRICT AND HEALTHIER KIDS FOUNDATION SCHOOL YEAR 2023-2025

This Memorandum of Understanding (MOU) is an Operational Agreement between the Alum Rock Union School District (ARUSD) and the Healthier Kids Foundation, Inc. (HKF). The purpose of this MOU is to establish the terms and conditions under which ARUSD and HKF agree to work collaboratively (1) to provide vision, dental, hearing screenings, and potentially My HealthFirst Universal Wellness Screenings, oral health education, case management of students that receive a referral from the screenings; (2) to enroll children into subsidized health coverage programs; and (3) to provide 10 Steps to a Healthier You! series for students in grades preschool through 8th grade. This partnership will work together to promote subsidized health coverage programs and provide effective information sharing, referral processes, and secure data tracking associated.

The parties agree to comply with the terms and conditions contained in this MOU.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding.

APPROVED FOR ALUM ROCK UNION SCHOOL DISTRICT

Dr. Hilaria Bauer. Superintendent — Date

APPROVED FOR HEALTHIER KIDS FOUNDATION, INC.:

Melinda Kay Snavely

Melinda Kay Snavely, Chief Executive Officer — 02 / 01 / 2024 Date

ARTICLE I
PROGRAM AND GENERAL PROVISIONS

PROGRAM

ARUSD and HKF agree to work collaboratively to provide health screenings for vision, dental, hearing and emotional wellness; oral health and healthy lifestyle education to students and their families. Additional supportive services may be offered to the parents of students who are not enrolled into health insurance or have unmet need identified by the screening/wellness check.

This MOU will define the areas of the role and responsibilities for interagency cooperation to facilitate programs that remove health barriers impacting the learning and life success of ARUSD students.

TERM

This MOU is effective between the ARUSD and HKF on the date that all signatures of ARUSD and HKF are received and shall remain in effect until June 30, 2025, unless terminated earlier or otherwise amended.

1. **HEALTH SCREENING PROGRAMS**
    a. ARUSD will use an FTP server or DataZone to share required data set three weeks prior to screening: school, grade, teacher/class, student ID, State ID, student first name, student last name, student gender, student birth date, student health plan.
    b. ARUSD will provide an administrative staff member at each screening site to serve as the point of contact for screening logistics.
    c. HKF will provide dental, hearing, vision, and emotional wellness screenings to students at all ARUSD sites at mutually agreed upon days and times.
    d. HKF will share quarterly screening results and aggregate report of the total number of students screened to secure OneDrive that is shared with ARUSD district lead and Student Services within 5 business days of screenings.
    e. ARUSD will distribute screening results to the parents of the students who were screened within 48 hours of receipt.
    f. ARUSD will provide follow up to the parents of the students whose screening result indicates a potential vision, hearing, dental or emotional wellness issue; ensuring they are enrolled into health insurance, connected to a clinic that accepts their insurance, and complete appropriate treatment based on their screening result.
    g. ARUSD will refer students to Healthier Kids Foundation who may need additional support in accessing health insurance or healthcare on a case-by-case basis. Additional data points include: student race, ethnicity, parent full name, parent phone, parent mailing address, and case notes. Referrals not to exceed 15% of students screened.
    h. HKF will provide follow up to the parents of the student who is referred for additional support ensuring they are enrolled into health insurance, connected to a clinic that accepts their insurance, and complete appropriate treatment.

i. HKF will share closed outcomes of referred case results and aggregate report to secure OneDrive that is shared with ARUSD district lead and Student Services quarterly.
j. HKF will maintain the confidentiality of student record information and any other confidential ARUSD information that HKF and its staff and agents obtain while performing services pursuant to this MOU and enter into non-disclosure agreements regarding ARUSD confidential student information with individuals and/or organizations that HKF will be sharing ARUSD student information.

2. ORAL HEALTH AND HEALTHY LIFESTYLES EDUCATION

a. ARUSD will provide an administrative staff member for zoom class sites to serve as the point of contact for class logistics.
b. ARUSD will conduct outreach to parents and caregivers who may be interested in attending the 10 Steps to a Healthier You! class series. a minimum of 12 parents required per class.
c. ARUSD will provide a list of parents and caregivers who enroll into classes (if feasible).
d. HKF will provide 10 Steps to a Healthier You! parenting classes on implementing healthy lifestyles in their homes.
e. HKF will provide a class on oral health education to students participating in the dental screenings provided at their school site.

3. CRIMINAL BACKGROUND CHECK /FINGERPRINTING

HKF shall be responsible, at their own expense, for ensuring background clearance for all employees of HKF coming into contact with students of Alum Rock Union School District in the course of providing services pursuant with this MOU. All background checks must determine that none of the employees or subcontractors has been convicted of a felony through the use of National Criminal Check (SSN Check), State Criminal Record Check, County Criminal Record Check, and Sex Offender Registry.

HKF shall be responsible with compliance, at their expense, with all applicable fingerprinting and criminal background investigation requirements described in Education Code section 45125.1, which may be met under the fingerprinting provisions of Title 22 of the California Code of Regulations and applicable provisions of the California Health and Safety Code relevant to community care facility licensing (Health and Safety Code, § 1500 et seq.).

ARTICLE II
GENERAL TERMS

1. AMENDMENTS

All amendments or modifications must be in writing and signed by authorized representatives of contracting parties.

2. TERMINATION

ARUSD or HKF may request a termination of convenience (without cause) by notifying the other party in writing 30 days prior to the effective date of termination.

3. NON-EXCLUSIVE REMEDIES

The remedies listed in this MOU are non-exclusive, and HKF and ARUSD retain all other rights and remedies they may each have under general law, including the right to terminate the MOU immediately without advance notice if either party becomes unable to perform its obligations under this MOU.

4. DISPUTE RESOLUTION

ARUSD and HKF agree to utilize their respective offices to support the efforts of the other to deliver services. Both organizations agree to cooperate to resolve any disputes.

The parties acknowledge that issues may arise that require resolution between the parties. Both organizations agree to meet and confer to resolve such issues. Either party may notify the other party upon a 48-hour telephone notice or three-day written notice whenever a party desires to meet and confer and the other party shall attend on a mutually agreed date, time, and location. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, HKF shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to HKF's right to bring a civil action against ARUSD.

5. SUBCONTRACTING AND ASSIGNABILITY

This MOU cannot be subcontracted or assigned without prior written approval of either party. In the event of such approval, any subcontract or assignment is subject to the same provisions for providing service as the MOU between ARUSD and HKF. Any assignment of this MOU or subcontract entered in violation of this provision by either party is void.

6. INSPECTION AND AUDIT

All records, books, reports and documentation maintained by HKF related to this MOU, or related to the HKF activities under this MOU, will be open for inspection and audit by federal, State, and MOU officials, or their agents, upon demand at reasonable times. HKF shall retain these books, records, and systems of account during the Term of this MOU and for five (5) years thereafter. This provision survives the termination of this MOU.

7. COMPLIANCE WITH STATUTES AND REGULATIONS

a. HKF will comply with all federal, State, and local statutes, laws, rules, regulations, codes, and ordinances, (Laws) effective at the inception of the MOU and that become effective during the term of this MOU relating to its performance under this MOU. To the extent that laws conflict with provisions of this MOU, the laws prevail.
b. HKF will comply with all applicable subsequent amended or added federal, State, and local Laws and execute amendments necessary to implement such Laws

8. INDEPENDENT CONTRACTOR STATUS OF HKF

HKF will perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of ARUSD. HKF represents and warrants that HKF is an independent contractor or business entity that is: (i) free from the control and direction of the ARUSD in connection with the performance of the services set forth in the MOU, (ii) performing services that are outside the usual course of the ARUSD's business, and (iii) customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the

services performed. HKF understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the ARUSD, and are not entitled to benefits of any kind or nature normally provided employees of the ARUSD and/or to which ARUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. HKF shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to Consultant's employees. None of the provisions of this MOU are intended to create, nor will be deemed or construed to create any relationship between the HKF and ARUSD other than HKF as an independent contractor for purpose of effecting the provisions of this MOU.

Neither party has the authority to make any statements, representations, or commitments of any kind on behalf of the other party, or to use the name of the other party in any publications or advertisements, except with the written consent of the other party or as is explicitly provided herein. Each party is solely responsible for the acts and omissions of its officers, agents, employees, and sub-contractors(s), if any.

9. RESPONSIBILITY FOR AUDIT EXCEPTIONS

HKF accepts responsibility for receiving, replying to, and complying with any audit exceptions by appropriate federal, State, or county, audit agencies.

10. SEVERABILITY OF PROVISIONS

If any provision(s) of this MOU are held invalid, the remainder of this MOU remains in force.

11. CONFLICT OF INTEREST

a. HKF must make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors in any state, federal or local law.
b. If a conflict of interest exists, as determined by ARUSD, such conflict may constitute grounds for terminating this MOU.
c. HKF employees, or any members of HKF employee's immediate family, are prohibited from serving on an outside review or advisory board or committee, or from holding any

12. LEGITIMATE EDUCATIONAL INTEREST

Information shall not be disclosed from student records without prior parent/guardian and/or ARUSD consent to HKF and its staff if consent is granted, the information must be relevant and necessary in order to provide services/benefits relating to a student or his/her family (e.g., health care). Such information must be kept confidential by HKF, and its staff as set forth in paragraph 13 below.

13. CONFIDENTIALITY

a. HKF and its staff recognize and acknowledge that HKF and its staff must protect the privacy and electronic records containing confidential student information as required by the federal Family Educational Rights and Privacy Act of 1974 (FERPA), the California Education Code sections 49060 thru and including 49079 and the California State Constitution.
b. HKF, and any member of its staff and/or any of HKF's agents may not disclose any confidential information obtained as the result of HKF and ARUSD entering this MOU, unless such disclosure is directly related to the services being provided pursuant to this MOU.

c. All applications and records concerning any individual receiving services pursuant to this MOU are confidential and are not open to examination for any purpose not directly connected with the administration, performance compliance, monitoring, or auditing of the program.
d. No person may publish, disclose, use, or permit or cause to be published or disclosed, any confidential information pertaining to services, except as provided by law. Any inadvertent or willful disclosure of any confidential information may result in criminal penalties.
e. HKF may use information provided on ARUSD students' registration/enrollment forms, limited to the information provided by the student ID number, only for purposes directly related to the identification of uninsured children and assistance with enrolling them into health coverage. HKF shall maintain the confidentiality of this information, except for forwarding the information on the application to certified application assistors for use in enrolling the students into a health coverage program or providing general information required by Funders.
f. No information will be shared with United States Citizenship and Immigration Services (formerly Immigration and Naturalization Services) and the Social Security Administration or use the information for any purpose other than enrollment into a health coverage program.
g. HKF must maintain confidentiality provisions required by law. This requirement shall be ongoing and shall survive the expiration or termination of this MOU.

14. INDEMNITY

HKF shall indemnify, defend, and hold harmless ARUSD and its board members, officers, agents, employees, and volunteers from and against any and against all claims, liabilities, and losses of any kind (including but not limited to claims for personal injury, including death, property damage or losses or damages of any kind, breach of privacy or confidentiality arising out of or connected with the provisions of the MOU) accruing or resulting to any and all persons and which arise from or in connection with or relate to the activities of HKF and HKF's board members, officers, agents, employees, contractors, and volunteers in the performance of, and the provision of any services in connection with this MOU.

15. INSURANCE

Without limiting the indemnification of HKF to this Agreement, HKF shall maintain or cause to be maintained the following insurance coverage:

a. A policy of commercial general liability with limits of liability not less than one million dollars ($1,000,000.00) per occurrence and five million dollars ($5,000,000.00) annual aggregate;
b. A policy for sexual misconduct with limits of liability not less than two million dollars ($2,000,000.00) per occurrence and three million dollars ($3,000,000.00) aggregate;
c. Automobile Liability Insurance not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) annual aggregate;
d. A policy of workers' compensation providing statutory coverage, including an endorsement stating that there shall be a waiver of any subrogation against ARUSD and its respective elected officials, officers, employees, agents, representatives, contractors, trustees, and volunteers;
e. Employer's Liability not less than one million dollars ($1,000,000)
f. Professional Liability not less than one million dollars ($1,000,000.00); and
g. An endorsement stating that ARUSD and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employer's Liability Insurance.

h. Such other insurance or self-insurance as shall be necessary to insure it against my claim or claims for damages arising under the Agreement.

16. NOTICES

Communications relating to this MOU will be in writing, and shall be delivered personally, sent by United State mail, or sent by email to the addresses set forth below (phone numbers also included):

Alum Rock Union School District
Dr. Hilaria Bauer, Superintendent
2930 Gay Avenue, San Jose, CA 95127
E-mail: hilaria.bauer@arusd.org
Phone: 408-928-6830

Healthier Kids Foundation
Melinda Kay Snavely, Chief Executive Officer
4040 Moorpark Avenue, Suite 100, San Jose, CA 95117
E-mail: MelindaS@hkidsf.org
Phone: 408.564.5114

Any notice personally given or sent by electronic mail shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) calendar days after deposit in the United States mail.

17. APPLICABLE LAWS AND VENUE

This MOU is governed and construed in accordance with the statutes of the State of California.

18. TOTALITY OF MOU

This MOU represents all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this MOU is binding of the parties.

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: LaToya Lee

Re: Contract Approval-Action Tow and Road Service

Date: January 17, 2024

Summary: It is necessary for ARUSD to maintain towing services district wide for various towing needs. ARUSD has been in contract with Action Towing and Road Service for many years. Action Towing and Road Service has the ability to tow the type of larger vehicles ARUSD owns. Action Towing and Road Service has demonstrated both responsiveness and reliability.

Recommendation:
Staff recommends that the Board of Trustees approve the contract with Action Tow and Road Service for $5,000 for the Fiscal Year 2023-2024.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Transportation Office (School/Dept.) VENDOR NO. 11984

Submitted by: La Toya Lee

☑ **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: Action Tow and Road Service

Address: 1790 Industrial Way City: Redwood City State: CA Zip: 94062

Phone: 408 988-4774 Email Address: ar@actiontow-gat.com

SSN: _____ or Fed I.D. #: 92-1111564

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on February 01, 2024, and will diligently perform as required and complete performance by June 30, 2026, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

3. **CONTRACTOR'S OBLIGATION:** Contractor shall provide the following services, materials, products, and/or reports as further described in **Exhibit A**, attached hereto and incorporated herein by this reference ("Services").

Provide towing and recovery of vehicles, transportation containers and equipment.

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:** $15,000. (3 years) (describe rate agreement) 1st yr ($5,000, 2023-24) 2nd yr ($5,000, 2024-25 3rd yr ($5,000, 2025-26).

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	$5,000.00	MO 11/15/24

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.

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

ACTION
Towing & Road Services

1790 Industrial Way
Redwood City, CA 94063

Great America
TOWING
SINCE 1975
655 E. Gish Road
San Jose, CA 95112

July 24, 2023

Scope of work

Client name: Alum Rock School District

Schedule of rates:

Service provided	*Pricing*
Light duty towing	$155.00 p/HR, 1 hour minimum
Medium duty towing	$195.00 P/HR, 1 hour minimum
Heavy duty towing	$235.00 P/HR, 1 hour minimum
Service calls/minor repairs	$195.00 P/HR, 1 hour minimum

Please feel free to contact us with any questions.

Sincerely,
Accounts Receivable Department



Remit to:
1790 INDUSTRIAL WAY
REDWOOD CITY, CA 94063

Action Towing & Road Service (650) 593-5555
Great America Towing (408) 988-4774

9.11

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: Current Enrollment

Information Only

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

To the Board of Trustees: Meeting: February 8, 2024

Information Only

Regular Board Meeting

9.11
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Master Enrollment

as of Jan 26, 2024 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	56	53	53	60	55	62	45	51	32	**490**	0	490	0	490
Adelante 2 K-8	4	13	46	42	45	48	42	41	31	15	18	**345**	0	345	1	346
Aptitud K-8	0	14	30	30	42	45	45	54	50	52	45	**407**	7	414	0	414
Cassell ES	4	17	25	36	48	39	40	40	0	0	0	**249**	15	264	0	264
Chavez ELC	8	18	28	0	0	0	0	0	0	0	0	**54**	0	54	14	68
Cureton ES	0	11	32	38	38	41	36	53	0	0	0	**249**	20	269	0	269
Dorsa ES	1	17	25	37	44	49	54	45	0	0	0	**272**	22	294	0	294
Hubbard K-8	2	17	44	36	41	48	48	43	64	50	52	**445**	1	446	10	456
Linda Vista ES	5	16	60	71	70	73	62	78	0	0	0	**435**	23	458	11	469
LUCHA ES	3	13	25	31	38	40	51	38	0	0	0	**239**	0	239	0	239
Lyndale ES	5	17	26	52	46	44	35	46	0	0	0	**271**	21	292	21	313
McCollam ES	5	19	54	55	56	54	67	60	0	0	0	**370**	37	407	0	407
Meyer ES	8	11	36	32	39	30	43	41	0	0	0	**240**	22	262	9	271
Painter ES	4	26	58	48	54	53	48	37	0	0	0	**328**	0	328	0	328
Russo McEntee ES	7	13	46	43	40	47	53	46	0	0	0	**295**	30	325	0	325
Ryan ES	4	18	38	29	43	44	51	38	0	0	0	**265**	14	279	0	279
San Antonio ES	9	6	39	61	46	44	68	70	0	0	0	**343**	10	353	0	353
George MS	0	0	0	0	0	0	0	0	105	142	120	**367**	0	367	0	367
Ocala MS	0	0	0	0	0	0	0	0	137	137	125	**399**	10	409	0	409
Renaissance 1 MS	0	0	0	0	0	0	0	0	120	112	126	**358**	13	371	0	371
Renaissance 2 MS	0	0	0	0	0	0	0	0	94	102	117	**313**	8	321	0	321
Sheppard MS	0	0	0	0	0	0	0	0	153	154	161	**468**	7	475	0	475
Home/Hosp	0	0	0	0	0	0	0	0	0	0	1	**1**	0	1	0	1
	73	**265**	**668**	**694**	**743**	**759**	**798**	**792**	**799**	**815**	**797**	**7203**	**260**	**7463**	**66**	**7529**