ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

BOARD OF TRUSTEES

Regular Board Meeting
April 4, 2024

Thursday, April 4, 2024
REGULAR BOARD MEETING AGENDA

Type: REGULAR BOARD MEETING AGENDA
Time: 5:30 p.m.
Code: Regular #16-23/24

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/83211909360
Webinar ID: 832 1190 9360
Or One tap mobile:
+16699006833, 83211909360# 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limited to, an announcement that an agenda item will be considered out of order, that consideration of an item has been withdrawn, postponed, rescheduled or removed from the Consent Calendar for separate discussion and possible action.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 Recognition: Elementary and Middle School Spelling Bee – Student Recognition

4. CLOSED SESSION

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

4.02 RECESS TO CLOSED SESSION: The Board will recess to Closed Session at approximately 6:00 p.m. Open Session will resume at conclusion of Closed Session.

4.03 PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT (Government Code Section 54957) Title: Interim Superintendent.

4.04 CONFERENCE WITH LABOR NEGOTIATORS Agency designated representatives: Board of Trustees Unrepresented employee: Interim Superintendent.

5. RECONVENE TO OPEN SESSION

5.01 REPORT OF ACTION TAKEN IN CLOSED SESSION.

6. COMMENTS AND COMMUNICATION

6.01 Teamsters.

6.02 California School Employee's Association (CSEA).

6.03 Alum Rock Educator's Association (AREA).

6.04 Alum Rock Administrator's Association (ARAA).

6.05 Interim Superintendent.

6.06 Board of Trustees/Communications/Comments.

7. 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.)

7.01 Approve Contract for Interim Superintendent.

7.02 Discuss and approve a process for the selection and hiring of a permanent Superintendent.

7.03 Direct Administration to put out a request for proposals for a search firm to assist with the process of hiring a Superintendent.

7.04 Direct Administration to Develop Administrative Regulation Detailing the Processes Used by Staff to Prepare Contracts, Requests for Proposals and Requests for Qualifications, and Bid Solicitations and For Presenting Such Items for Board Consideration and Approval.

7.05 Approve Resolution No. 50-23/24 Declaring Black April (Fall of Saigon) Memorial Week.

7.06 Update on the feasibility of levying an increase in developer fees (Information Only).

7.07 Update on RFP for Affordable Housing Developers (Information Only).

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

8.01 Approve Rejection of Bid Package and Contract for Linda Vista Elementary Bus Drop Off (Project #11).

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

9.01 Approve County of Santa Clara Department of Behavioral Health Services.

9.02 Approve Resolution No. 48-23/24 National Teacher Appreciation Week – May 6-10, 2024.

9.03 Valley Health Foundation School-Based Wellness Center Grant (Information Only).

9.04 Approve School Sponsored Field Trip List.

9.05 SB 187 Comprehensive School Safety Plans. Schools must routinely write or revise their Comprehensive School Safety Plans.

9.06 Local Control Accountability Plan (LCAP) Progress Update.

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

10.01 Resignations (Information Only).

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

11.01 Approve Contract with The Art of Education University for the 2023-2024 SY. This contract will provide a state -adopted visual arts curriculum and professional development to 16 elementary school sites. Submitted by:Academic Services VAPA, $220,044.00 dollars.

11.02 Approve Contract with Little Heroes for the 2023-2024 SY. This contract will provide summer youth development programs to 4 elementary sites from June 17 to July 25, 2024. Submitted by: State and Federal , $184,800 dollars.

11.03 Approve Contract with KV EducationalServices for the 2023-2024 SY. This contract will provide summer CTE Arts, Media & Entertainment encrichment programs at two ARUSD sites from June 17 to July 24, 2024. Submitted by: State and Federal, $124,000.00 dollars.

11.04 Approve the Think Together Inc. Non-Instructional Day Services Contract for the 2023/2024 SY. This contract will provide non-instructional day services for the Summer at Hubbard and Linda Vista. Submitted by State and Federal, $248,205.00 dollars.

11.05 Approve the YMCA of Silicon Valley Contract for the 2023/2024 SY. This contract will offer Summer Learning and Summer Enrichment Programs at Dorsa and San Antonio. Submitted by State and Federal, $259,000.00 dollars.

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

12.01 Approve/Ratify Notices of Employment and Changes of Status/April 4, 2024.

12.02 Approve Acceptance of Donations.

12.03 Approve Fundraising Activities.

12.04 Approve Bond Contracts/Extensions.

12.05 Approve Notice of Completion and Change Order for Project No. 10.1-William Sheppard MS, Project No. 10.2-Ben Painter ES, and Project No. 10.3- LUCHA ES; Fencing Projects – Cal West Fence, Inc.

12.06 Approve Out of State Travel, Educator Job Fair, Howard University, Washington DC, Cesar Torrico, Irma Barahona, Vanessa Le, Veronica Talton, Sandra Rivera. Estimated cost $7,630.

12.07 Approve Contracts for Professional Services-Firms/Organizations.

12.08 Approve Memorandum(s) of Understanding.

12.09 Approve Resolution No. 46-23/24 National Environmental Education Week – April 21-27, 2024.

12.10 Approve Resolution No. 47-23/24 Asian American and Pacific Islander Heritage Month – May 2024.

12.11 Approve Resolution No. 49-23/24 Cinco de Mayo – May 5, 2024.

12.12 Terminate Independent Contractor Agreement for Negotiations and Job Classifications Studies with Jess Serna per Contract Terms (30 Days Notice).

12.13 Current Enrollment (Information Only).

13. CLOSED SESSION

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

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

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

13.04 CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION (Paragraph (1) of subdivision (d) of Section 54956.9):Alum Rock Union Elementary School District v. 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.

13.05 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (pursuant to Government Code Section 54956.9, subd. (d)(1) – One Matter – OAH Case No. 2023120127.

13.06 CONFERENCE WITH LABOR NEGOTIATORS, EMPLOYEE ORGANIZATION: AREA (Alum Rock Educators Association); District Negotiators: (1) Imee Almazan Ed.D., Superintendent; (2) Cesar Torrico, Assistant Superintendent, Human Resources; Lead Negotiator (3) Kolvira Chheng, Assistant Superintendent, Business.

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

13.08 PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT (Government Code Section 54957): Title: Assistant Superintendent, Instructional Services.

14. RECONVENE TO OPEN SESSION

14.01 REPORT OF ACTION TAKEN IN CLOSED SESSION.

15. FUTURE BOARD AGENDA REQUESTS

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

16. ADJOURNMENT

16.01 President adjourns the meeting.

17. NEXT MEETING(S)

17.01 May 9, 2024 (2023-24 School Year).

3.01

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: **March 22, 2024**

Subject: **District Spelling Bee – Student Recognition**

Staff Analysis: Representatives from our elementary and middle schools came together this past month to compete in the district wide spelling bee. For placing first and second in the district spelling bee, the contestants advanced to the countywide spelling bee on March 9th, 2024.

Alum Rock wishes to recognize and congratulate the Spelling Bee Champions of 2024 – Elementary- Jaqueline Garibay and Jessica Nguyen. Middle School-Julie Vou and Amanda Le. Winners from the county spelling bee will get to compete at the State competition on April 27th.

Recognition Only:

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

To the Board of Trustees: Meeting: April 4, 2024
Regular Board Meeting

Recommend Approval

3.01
Agenda Placement

Barbara Campbell
Assistant Superintendent, Instructional Services

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

7.01

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: March 27, 2024

Subject Approve Contract for Interim Superintendent.

Submitted by: Imee Almazan Ed.D. Title: Interim Superintendent

To the Board of Trustees: Meeting: April 4, 2024
Regular Board Meeting

Recommend Approval

7.01
Agenda Placement

Imee Almazan, Ed.D., Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by:_____ Seconded by:_____

Approved: _____ Not Approved: _____ Tabled:_____

7.02

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: March 27, 2024

Subject: Discuss and approve a process for the selection and hiring of a permanent Superintendent.

Submitted by: Imee Almazan Ed.D. Title: Interim Superintendent

To the Board of Trustees:

Meeting: April 4, 2024
Regular Board Meeting

Recommend Approval

7.02

Agenda Placement

Imee Almazan, Ed.D., Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by:_____ Seconded by:_____

Approved: _____ Not Approved: _____ Tabled:_____

7.03

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: March 27, 2024

Subject: Direct Administration to put out a request for proposals for a search firm to assist with the process of hiring a Superintendent.

Submitted by: Imee Almazan Ed.D. Title: Interim Superintendent

To the Board of Trustees:

Meeting: April 4, 2024
Regular Board Meeting

Recommend Approval

7.03
Agenda Placement

Imee Almazan, Ed.D., Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by:_____ Seconded by:_____

Approved: _____ Not Approved: _____ Tabled:_____

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

7.04

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: March 27, 2024

Subject: Direct Administration to Develop Administrative Regulation Detailing the Processes Used by Staff to Prepare Contracts, Requests for Proposals and Requests for Qualifications, and Bid Solicitations and For Presenting Such Items for Board Consideration and Approval.

Submitted by: Imee Almazan Ed.D. Title: Interim Superintendent

To the Board of Trustees:

Meeting: April 4, 2024
Regular Board Meeting

Recommend Approval

7.04

Agenda Placement

Imee Almazan, Ed.D., Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by:_____ Seconded by:_____

Approved: _____ Not Approved: _____ Tabled:_____

7.05

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: March 27, 2024

Subject: Approve Resolution No. 50-23/24 Declaring Black April (Fall of Saigon) Memorial Week.

Staff Analysis: Alum Rock Union Elementary School District is proclaiming the month of April 2024 by declaring Black April (Fall of Saigon) and encouraging all educational communities to commemorate this occasion with appropriate instructional activities.

Recommendation: Staff recommends the Board of Trustees approval of Resolution No. 50-23/24 Declaring Black April (Fall of Saigon) Memorial Week.

Submitted by: Imee Almazan Ed.D. Title: Interim Superintendent

To the Board of Trustees:

Meeting: April 4, 2024
Regular Board Meeting

Recommend Approval

7.05

Agenda Placement

Imee Almazan, Ed.D., Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by:_____ Seconded by:_____

Approved: _____ Not Approved: _____ Tabled:_____

Resolution Of The Board Of Trustees Of The
Alum Rock Union Elementary School District
Declaring Black April (Fall of Saigon) Memorial Month

RESOLUTION # 50-23/24

WHEREAS, April 30, 2024, marks the 49th anniversary of the fall of Saigon on April 30, 1975, to communism; and

WHEREAS, For many Vietnam and Vietnam-era veterans who were directly involved in the war and Vietnamese Americans who have settled in the United States, the Vietnam War was a tragedy full of great suffering and the loss of American, Vietnamese, and Southeast Asian lives; and

WHEREAS, Fifty-eight thousand one hundred sixty-nine people were killed and 304,000 were wounded out of the 2.59 million people who served in the Vietnam War, which included those who resided in Alum Rock and wider East Side of San Jose. One out of every 10 Americans who served in Vietnam became a casualty of war; and

WHEREAS, After the fall of Saigon, over 135,000 Vietnamese people and their families fled to the United States, including former military personnel, government officials, and those who had worked for the United States during the war; and

WHEREAS, Thousands of people took boats in order to leave Vietnam in the late 1970s to mid-1980s. The successful emigrants reached refugee camps in Thailand, Malaysia, Indonesia, the Philippines, and Hong Kong; while approximately one-half of the people fleeing Vietnam perished at sea; and

WHEREAS, According to the United States Census for 2020, more than 521,000 Vietnamese live in California, with the largest concentration of Vietnamese found outside of Vietnam residing San Jose; and in particular East San Jose, including Alum Rock

WHEREAS, Human rights, religious freedom, democracy, and protection against threats of aggression are important concerns of Vietnamese Americans; and

WHEREAS, We must teach our children and future generations important lessons from the Vietnam War, including how the plight of the Vietnamese refugees following the end of war serves as a powerful example of the values of freedom and democracy; and

WHEREAS, We, the residents of the Alum Rock Union Elementary School District, should actively rededicate ourselves to the principles of human rights, individual freedom, sovereignty, and equal protection under the laws of a just and democratic world. In addition, the District should set aside moments of time every year on April 30 to give remembrance to the soldiers, medical personnel, and civilians who died during the Vietnam War in pursuit of freedom; and

WHEREAS, Vietnamese American communities throughout California will commemorate April 30, 2024, as Black April, a day of remembrance and rededication to the principles of freedom, including freedom of expression, freedom of press, and Internet freedom; now, therefore,

BE IT RESOLVED THAT, the Board of Trustees of the Alum Rock Union Elementary School District, that in recognition of the great tragedy and suffering and lives lost during the Vietnam War, the month of April 1st, 2024, to April 30th, 2024, inclusive, shall be proclaimed Black April Memorial Month; a special time for Alum Rock to remember the countless lives lost during the Vietnam War era, and to hope for more justice and liberty for the people of Vietnam; and be it further; and

BE IT FURTHER RESOLVED THAT, the administration of the District transmit copies of this resolution to other elected officials and local organizations for appropriate distribution; and

PASSED AND ADOPTED by the Board of Trustees of the Alum Rock Union Elementary School District, Santa Clara County, State of California, on April 4, 2024, by the following vote:

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

_____ Date: April 4, 2024

Clerk of the Governing Board

7.06

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: March 27, 2024

Subject: Update on the feasibility of levying an increase in developer fees.

Submitted by: Imee Almazan Ed.D. Title: Interim Superintendent

To the Board of Trustees: Meeting: April 4, 2024
Regular Board Meeting

Information Only

7.06
Agenda Placement

Imee Almazan, Ed.D., Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by:_____ Seconded by:_____

Approved: _____ Not Approved: _____ Tabled:_____

7.07

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: March 27, 2024

Subject: Update on RFP Affordable Housing Developers.

Submitted by: Imee Almazan Ed.D. Title: Interim Superintendent

To the Board of Trustees: Meeting: April 4, 2024
Regular Board Meeting

Information Only

7.07

Agenda Placement

Imee Almazan, Ed.D., Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by:_____ Seconded by:_____

Approved: _____ Not Approved: _____ Tabled:_____

8.01

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

Board of Trustees: Date: March 19, 2024

To the Superintendent of Schools

Subject: **Rejection of Bid Package and Contract for Linda Vista Elementary Bus Drop Off (Project #11)**

Staff Analysis: A Request for Proposal for Linda Vista Elementary Bus Drop Off - Project #11 was issued February 21, 2024. The original design scope has been altered to provide value engineering to the existing design.

The following bid(s) were received.

Bidder Name	Contact Bid Amount
Guerra Construction Group	$ 69,880
Cyclone Fence & Iron, Inc.	$ 84,806
Oveisi Construction	$ 130,750
BuildCorp Inc.	$ 186,000

In an effort to receive the most cost-effective bids, the handrail scope will be removed from the project and re-bid at a future date.

Recommendation: Staff recommends the Board of Trustees reject all bids pursuant to PCC Section 20111(b)(1).

Submitted by: Marc Freitas Title: Director of Facilities, Bonds, & Leases

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

To the Board of Trustees: Meeting: April 4, 2024

Regular Board Meeting

Recommended Approval

8.01
Agenda Placement

Imee Almazan, Ed.D., Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

9.01

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: **April 4, 2024**

Subject: **County of Santa Clara Department of Behavioral Health Services**

Staff Analysis: The County of Santa Clara Department of Behavioral Health Services will provide funding for School Linked Services Coordinators and School Counselor Interns. School Linked Services and Interns support Alum Rock School District families socially, emotionally, and will academic success. Coordinators also support family engagement events.

Recommendation: Staff recommends the Board of Trustees approve the MOU with County of Santa Clara Behavioral Health Services for the 2024-2025 school year. The grant totals to $415,786 (includes salary/benefits, stipends and materials. In turn, the District will provide a $100,000.00 match.

Approved by: Jesus Araujo Title: Coordinator, Student Services

To the Board of Trustees:

Meeting: April 4, 2024
Regular Board Meeting

Recommend Approval

9.01
Agenda Placement

Barbara Campbell
Barbara Campbell, Assistant Superintendent
Instructional Services

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

COUNTY OF SANTA CLARA
SERVICE AGREEMENT
Version 2.1.2024

SECTION I: GENERAL INFORMATION

Contractor Name: (As Displayed in SAP)	Alum Rock Union Elementary School District
Purchase Order Number:	
Agency/Department Name:	Behavioral Health Services Department — Department Number: 0415
Brief Description of Services	Contractor shall conduct the School Linked Services (SLS) Services Program, including Family Engagement (FE), Prevention and Early Intervention (PEI), and SLS Outpatient (SLS OP) services.

Maximum Financial Obligation

The maximum amount payable to this Contractor under this agreement shall not exceed: $ 415,786.00

Term of Agreement

Start Date: 07/01/2024 End Date: 06/30/2025

Note: When left blank, start date will be the date executed by Authorized County Representative.

For County Use Only

	Account Assignment	Plant Number	General Ledger (Expense Code)	Cost Center (Dept. Code)	Amount	WBS (Capital Project Code)	Internal Order ("PCA" code – optional)
Line 1	H	0415	5255100	4383	$ 415,786.00	FY25 Services	
Line 2	Select						
Line 3	Select						
Line 4	Select						
Line 5	Select						

SECTION II: PARTIES TO AGREEMENT

Legal notices and invoices pertaining to this Agreement shall be sent to the appropriate contact person listed below, except as otherwise specifically provided for herein. Notices shall be in writing and served either by personal delivery or sent by certified or registered mail, postage prepaid, addressed as follows. Notice shall be deemed effective on the date that the notice is personally delivered or, if mailed, three (3) days after deposit in the mail. Either party may designate a different person and/or address for the receipt of notices by sending written notice to the other party, which shall not require an amendment to this Agreement.

CONTRACTOR

Contractor Name: (As Displayed in SAP)	Alum Rock Union Elementary School District				
Contact Person:	Imee Almazan, Ed.D.				
Street Address*:	2930 Gay Ave.				
City*:	San Jose	State:	CA	Zip:	95127
Telephone Number*:	(408) 928-6947				
Email Address*:	imee.almazan@arusd.org				
SCC Vendor Number: (As Assigned in SAP)	1000463				

*To be completed for Independent Contractors Only – DO NOT COMPLETE FOR DEPENDENT CONTRACTORS

COUNTY OF SANTA CLARA

Agency/Department:	Behavioral Health Services Department				
Program Manager/Contract Monitor Name:	Sonia Gutierrez				
Street Address:	725 E. Santa Clara St.				
City:	San Jose	State:	CA	Zip:	95112
Telephone Number:	(669) 331-5935				
Fiscal Contact: (Accounts Payable Contact)	Angeleah Macatiag (669) 235-2152				
Contract Preparer:	Martin Cruz (408) 693-2088				

SECTION III: CONTRACT AUTHORIZATION

It is agreed between County and Contractor that Contractor will, for the compensation described in this Agreement, perform the work described in Section V in accordance with all terms and conditions of this Agreement including all exhibits and attachments. In addition, County and Contractor assert that the tax withholding status and benefit documentation (Section IV) accurately reflect the anticipated working relationship between County and Contractor. Further, Independent Contractors shall comply with the County's insurance and indemnification requirements. Contractor certifies that any applicable insurance waiver information (Section VII, B) is true and correct. This Agreement may be executed in one or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument.

SIGNATURES

Contract is not valid until signed by Contractor, County Counsel and County's Authorized Representative.

County Agency/Department Manager: Date:

County Agency/Department Fiscal Officer: Date:

County Counsel Approval as to Form and Legality Date:

(*Signature required on all contracts before execution by Contractor and County Authorized Representative*)

Contractor: Date:

County Authorized Representative: Date:

(Procurement Department; President, Board of Supervisors; or Delegated Authority)

Office of the County Executive: Date:

(Signature required when Board approved contract by a delegation of authority)

Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.

Attest: Date:

Curtis Boone
Acting Clerk of the Board of Supervisors
(Signature required when Board approved contract)

SECTION IV: DETERMINATION OF RELATIONSHIP STATUS

Dependent/Independent status is an important relationship distinction. It determines the contractor's eligibility for Medicare and Social Security, Public Employees' Retirement System benefits, and other benefits and affects how the contractor files tax returns and the contractor's responsibility for various federal and state taxes.

Questionnaire to be Completed by Contracting Department to Determine Relationship Status of Contractor

Supervision: Will the County have the right to tell the contractor how to do the work, when to arrive or leave work, or when to take breaks? Do you have other employees performing similar work with a similar degree of supervision? **If the answer to any of these questions is YES, select YES from the dropdown.**	No
Training: Will the County instruct the contractor on how to do the job or pay for external training?	No
Incomplete Work: Will the Contractor be able to resign or terminate the contract without being held either financially or legally liable for unfinished work?	No
Place of Work/Tools: Will the County provide the Contactor with a place to work at a County location and tools to do the job, i.e. computers, telephones, etc.?	No
Length of Relationship: When the Contractor is hired to complete ongoing departmental duties or functions— **answer YES**. When the contractor is hired to complete a specific project that was not the regular tasks performed by County employees before— **answer NO**.	No
Other Customers: Does the County prevent the Contractor from performing similar services for other customers, either due to the amount of work (full-time), or by contractual provision?	No
Designation as Business Entity: If the Contractor has a business license or business certificate, or is a corporation, nonprofit organization, or school district, select "No" from the dropdown. (This does not pertain to professional licenses or certificates such as a license for a physician or architect.) **Enter below the business license number and the city/entity where issued.**	No Select...
Bus. License #: **Issued by:**	
Payment Schedule: Will payments be made either as an hourly wage or as weekly/monthly salary? If payment is by commission or based on project milestones or deliverables, answer "NO" to this question. Be sure this answer matches the contract payment schedule in Section V.	No
Support Services: Will County employees or other independent contractors provide assistance to this Contractor? Assistance is defined as clerical, technical or professional support.	No

If at least 5 of the above questions were answered "NO", Contractor is an **Independent Contractor**. ☑

If 5 or more of the above questions were answered "YES", Contractor is a **Dependent Contractor,** where the relationship resembles that of employer/employee. Tax withholding is required, and benefits are provided. Complete and attach the following forms: Employee's Withholding Allowance Certificate—Federal Form W-4, State Withholding, Form DE-4, Determining PERS Eligibility and PERS Member Action Request. Visit www.ceo for more information regarding Dependent Contractors. County insurance requirements do not apply to Dependent Contractors. ☐

Contractor understands and agrees that the tax withholding and benefit status checked above is correct. Any changes to the contractor's tax withholding and benefit status require a new contract. Contractor is responsible for any penalties and liabilities assessed by any taxing authority, based on a change of tax withholding and benefit status.

Contractor's Initials:

Dept. Fiscal Officer's Signature:

SECTION V: CONTRACT SPECIFICS

A. SERVICE DESCRIPTION AND EXPECTED OUTCOME (SCOPE OF SERVICE)

Please see Exhibit A1: Contract Specifics.
Please see Exhibit A2: School Linked Services (SLS) Services Programs.

Or ☐ See Attachment: incorporated by this reference.

B. DELIVERABLES, MILESTONES & TIMELINE FOR PERFORMANCE

Please see Exhibit A1: Contract Specifics.
Please see Exhibit A2: School Linked Services (SLS) Services Programs.

Or ☐ See Attachment: Incorporated by this reference.

C. PERFORMANCE STANDARDS

Please see Exhibit A1: Contract Specifics.
Please see Exhibit A2: School Linked Services (SLS) Services Programs.

Or ☐ See Attachment: Incorporated by this reference.

D. PAYMENT SCHEDULE

Note: Dependent contractors are not permitted to work in excess of 40 hours per week

Is contractor a Community Based Organization (CBO)?

Yes ☐
No ☑

Please see Exhibit B (FY25).

Or ☐ See Attachment: Incorporated by this reference.

STANDARD PROVISIONS

Changes to the terms and conditions in this section require approval of County Counsel

A. ENTIRE AGREEMENT

This Agreement and its Appendices (if any) constitutes the final, complete and exclusive statement of the terms of the agreement between the parties. It incorporates and supersedes all the agreements, covenants and understandings between the parties concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this Agreement. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

B. AMENDMENTS

This agreement may only be amended by a written instrument signed by the Parties.

C. *CONFLICTS OF INTEREST; POLITICAL REFORM ACT*

Contractor shall comply, and require its employees, agents, and subcontractors to comply, with all (1) applicable requirements governing avoidance of impermissible client conflicts; and (2) federal, state and local conflict of interest and disclosure laws and regulations including, without limitation, California Government Code section 1090 et seq., the California Political Reform Act (California Government Code section 87100 et seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et seq.). Failure to do so constitutes a material breach of this Agreement and is grounds for immediate termination of this Agreement by County.

In accepting this Agreement, Contractor covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this Agreement. Contractor further covenants that, in the performance of this Agreement, it will not use any contractor or employ any person having such an interest. Contractor, including but not limited to Contractor's employees, agents, and subcontractors, may be subject to the disclosure and disqualification provisions of the California Political Reform Act of 1974 (the "Act"), that (1) requires such persons to disclose economic interests that may foreseeably be materially affected by the work performed under this Agreement, and (2) prohibits such persons from making or participating in making decisions that will foreseeably financially affect such interests.

If the disclosure provisions of the Act are applicable to any individual providing service under the Agreement, Contractor shall, upon execution of this Agreement, provide County with the names, description of individual duties to be performed, and email addresses of all individuals, including but not limited to Contractor's employees, agents and subcontractors, that could be substantively involved in "mak[ing] a governmental decision" or "serv[ing] in a staff capacity" and in that capacity participating in making governmental decisions or performing duties that would be performed by an individual in a designated position, (2 CCR 18700.3), as part of Contractor's service to County under this Agreement. Contractor shall immediately notify County of the names and email addresses of any additional individuals later assigned to provide such service to County under this Agreement in such a capacity. Contractor shall immediately notify County of the names of individuals working in such a capacity who, during the course of the Agreement, end their service to County. Contractor shall ensure that all such individuals identified pursuant to this paragraph understand that they are subject to the Act and shall conform to all requirements of the Act and other applicable conflict of interest and disclosure laws and regulations, and shall file Statements of Economic Interests within 30 days of commencing service pursuant to this Agreement, annually by April 1, and within 30 days of their termination of service pursuant to this Agreement.

D. LEVINE ACT COMPLIANCE

Contractor will comply, and will ensure that its agents (as that term is defined under 2 Cal. Code Regs. § 18438.3(a)) and its subcontractors identified in Contractor's proposal responding to a County solicitation and/or identified in this Agreement ("Subcontractors") comply, with California Government Code section 84308 ("Levine Act") and the applicable regulations of the Fair Political Practices Commission concerning campaign disclosure (2 California Code of Regulations sections 18438.1 – 18438.8), which (1) require a party to a proceeding involving a contract to disclose on the record of the proceeding any contribution, as defined by Government Code section 84308(a)(6), of more than $250 that the party or their agent has made within the prior 12 months, and (2) prohibit a party to a proceeding involving a contract from making a contribution, as defined by Government Code section 84308(a)(6), of more than $250 to any County officer during the proceeding and for 12 months following the final decision in the proceeding. Contractor agrees to submit any disclosures required to be made under the Levine Act at the Office of the Clerk of the

Board of Supervisors website at http://www.sccgov.org/levineact, and Contractor shall require Subcontractors to do the same. If this Agreement is to be considered or voted upon by the County's Board of Supervisors, Contractor shall complete the Levine Act Contractor Form: Identification of Subcontractors and Agents, and if applicable, shall ensure that any Subcontractor completes the Levine Act Subcontractor Form: Identification of Agents, and Contractor must submit all such forms to the County as a prerequisite to execution of the Agreement.

E. GOVERNING LAW, VENUE

This Agreement has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Proper venue for legal action regarding this Agreement shall be in the County of Santa Clara.

F. ASSIGNMENT

No assignment of this Agreement or of the rights and obligations hereunder shall be valid without the prior written consent of the other party.

G. ASSIGNMENT OF CLAYTON ACT, CARTWRIGHT ACT CLAIMS

Contractor assigns to the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Contractor for sale to the County pursuant to this Agreement.

H. WAIVER

No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a party shall be in writing and shall apply to the specific instance expressly stated.

I. TERMINATION

☑ Standard Termination Language

The County may, by written notice to Contractor, terminate all or part of this Agreement at any time for the convenience of the County. The notice shall specify the effective date and the scope of the termination. In the event of termination, Contractor shall deliver to County all documents prepared pursuant to the Agreement, whether complete or incomplete. Contractor may retain a copy for its records. Upon receipt of the documents, Contractor shall be compensated based on the completion of services provided, as solely and reasonably determined by County.

-OR-

☐ Alternate Termination Language Attached as Exhibit ____, incorporated by this reference. (Requires County Counsel Approval)

J. COMPLIANCE WITH ALL LAWS, INCLUDING NONDISCRIMINATION, EQUAL OPPORTUNITY, AND WAGE THEFT PREVENTION

(1) Compliance with All Laws. Contractor shall comply with all applicable Federal, State, and local laws, regulations, rules, and policies (collectively, "Laws"), including but not limited to the non-discrimination, equal opportunity, and wage and hour Laws referenced in the paragraphs below.

(2) Compliance with Non-Discrimination and Equal Opportunity Laws: Contractor shall comply with all applicable Laws concerning nondiscrimination and equal opportunity in employment and contracting, including but not limited to the following: Santa Clara County's policies for contractors on nondiscrimination and equal opportunity; Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; the Age Discrimination in Employment Act of 1967; the Rehabilitation Act of 1973 (Sections 503 and 504); the Equal Pay Act of 1963; California Fair Employment and Housing Act (Gov. Code § 12900 et seq.); California Labor Code sections 1101, 1102, and 1197.5; and the Genetic Information Nondiscrimination Act of 2008. In addition to the foregoing, Contractor shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political belief, organizational affiliation, or marital status

in the recruitment, selection for training (including but not limited to apprenticeship), hiring, employment, assignment, promotion, layoff, rates of pay or other forms of compensation. Nor shall Contractor discriminate in the provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

(3) Compliance with Wage and Hour Laws: Contractor shall comply with all applicable wage and hour Laws, which may include but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and, if applicable, any local minimum wage, prevailing wage, or living wage Laws.

(4) Definitions: For purposes of this Subsection H, the following definitions shall apply. A "Final Judgment" shall mean a judgment, decision, determination, or order (a) which is issued by a court of law, an investigatory government agency authorized by law to enforce an applicable Law, an arbiter, or arbitration panel and (b) for which all appeals have been exhausted or the time period to appeal has expired. For pay equity Laws, relevant investigatory government agencies include the federal Equal Employment Opportunity Commission, the California Division of Labor Standards Enforcement, and the California Department of Fair Employment and Housing. Violation of a pay equity Law shall mean unlawful discrimination in compensation on the basis of an individual's sex, gender, gender identity, gender expression, sexual orientation, race, color, ethnicity, or national origin under Title VII of the Civil Rights Act of 1964 as amended, the Equal Pay Act of 1963, California Fair Employment and Housing Act, or California Labor Code section 1197.5, as applicable. For wage and hour Laws, relevant investigatory government agencies include the federal Department of Labor, the California Division of Labor Standards Enforcement, and the City of San Jose's Office of Equality Assurance.

(5) **Prior Judgments, Decisions or Orders against Contractor: By signing this Agreement, Contractor affirms that it has disclosed any final judgments that (A) were issued in the five years prior to executing this Agreement by a court, an investigatory government agency, arbiter, or arbitration panel and (B) found that Contractor violated an applicable wage and hour law or pay equity law. Contractor further affirms that it has satisfied and complied with – or has reached Agreement with the County regarding the manner in which it will satisfy – any such final judgments.**

(6) Violations of Wage and Hour Laws or Pay Equity Laws During Term of Contract: If at any time during the term of this Agreement, Contractor receives a Final Judgment rendered against it for violation of an applicable wage and hour Law or pay equity Law, then Contractor shall promptly satisfy and comply with any such Final Judgment. Contractor shall inform the Office of the County Executive-Office of Countywide Contracting Management (OCCM) of any relevant Final Judgment against it within 30 days of the Final Judgment becoming final or of learning of the Final Judgment, whichever is later. Contractor shall also provide any documentary evidence of compliance with the Final Judgment within 5 days of satisfying the Final Judgment. Any notice required by this paragraph shall be addressed to the Office of the County Executive-OCCM at 70 W. Hedding Street, East Wing, 11th Floor, San José, CA 95110. Notice provisions in this paragraph are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the Office of the County Executive-OCCM satisfies the notice requirements in this paragraph.

(7) Access to Records Concerning Compliance with Pay Equity Laws: In addition to and notwithstanding any other provision of this Agreement concerning access to Contractor's records, Contractor shall permit the County and/or its authorized representatives to audit and review records related to compliance with applicable pay equity Laws. Upon the County's request, Contractor shall provide the County with access to any and all facilities and records, including but not limited to financial and employee records, that are related to the purpose of this Subsection H, except where prohibited by federal or state laws, regulations or rules. County's access to such records and facilities shall be permitted at any time during Contractor's normal business hours upon no less than 10 business days' advance notice.

(8) Pay Equity Notification: Contractor shall (1) at least once in the first year of this Agreement and annually thereafter, provide each of its employees working in California and each person applying to Contractor for a job in California (collectively, "Employees and Job Applicants") with an electronic or paper copy of all applicable pay equity Laws or (2) throughout the term of this Agreement, continuously post an electronic copy of all applicable pay equity Laws in conspicuous places accessible to all of Contractor's Employees and Job Applicants.

(9) Material Breach: Failure to comply with any part of this Subsection H shall constitute a material breach of this Agreement. In the event of such a breach, the County may, in its discretion, exercise any or all remedies available

under this Agreement and at law. County may, among other things, take any or all of the following actions:

(i) Suspend or terminate any or all parts of this Agreement.

(ii) Withhold payment to Contractor until full satisfaction of a Final Judgment concerning violation of an applicable wage and hour Law or pay equity Law.

(iii) Offer Contractor an opportunity to cure the breach.

Subcontractors: Contractor shall impose all of the requirements set forth in this Subsection H on any subcontractors permitted to perform work under this Agreement. This includes ensuring that any subcontractor receiving a Final Judgment for violation of an applicable Law promptly satisfies and complies with such Final Judgment.

K. BUDGET CONTINGENCY

This Agreement is contingent upon the appropriation of sufficient funding by the County for the services covered by this Agreement. If funding is reduced or deleted by the County for the services covered by this Agreement, the County has the option to either terminate this Agreement with no liability occurring to the County or to offer an amendment to this Agreement indicating the reduced amount.

L. COUNTY NO-SMOKING POLICY

Contractor and its employees, agents and subcontractors, shall comply with the County's No-Smoking Policy, as set forth in the Board of Supervisors Policy Manual section 3.47 (as amended from time to time), which prohibits smoking: (1) at the Santa Clara Valley Medical Center Campus and all County-owned and operated health facilities,(2) within 30 feet surrounding County-owned buildings and leased buildings where the County is the sole occupant, and (3) in all County vehicles.

M. FOOD AND BEVERAGES STANDARDS

Except in the event of an emergency or medical necessity, the following nutritional standards shall apply to any foods and/or beverages purchased by Contractor with County funds for County-sponsored meetings or events.

If food is to be provided, healthier food options shall be offered. "Healthier food options" include (1) fruits, vegetables, whole grains, and low fat and low calorie foods; (2) minimally processed foods without added sugar and with low sodium; (3) foods prepared using healthy cooking techniques; and (4) foods with less than 0.5 grams of trans fat per serving. Whenever possible, Contractor shall (1) offer seasonal and local produce; (2) serve fruit instead of sugary, high calorie desserts; (3) attempt to accommodate special, dietary and cultural needs; and (4) post nutritional information and/or a list of ingredients for items served. If meals are to be provided, a vegetarian option shall be provided, and the Contractor should consider providing a vegan option.

If pre-packaged snack foods are provided, the items shall contain: (1) no more than 35% of calories from fat, unless the snack food items consist solely of nuts or seeds; (2) no more than 10% of calories from saturated fat; (3) zero trans-fat; (4) no more than 35% of total weight from sugar and caloric sweeteners, except for fruits and vegetables with no added sweeteners or fats; and (5) no more than 360 mg of sodium per serving.

If beverages are to be provided, beverages that meet the County's nutritional criteria are (1) water with no caloric sweeteners; (2) unsweetened coffee or tea, provided that sugar and sugar substitutes may be provided as condiments; (3) unsweetened, unflavored, reduced fat (either nonfat or 1% low fat) dairy milk; (4) plant-derived milk (*e.g.*, soy milk, rice milk, and almond milk) with no more than 130 calories per 8 ounce serving; (5) 100% fruit or vegetable juice (limited to a maximum of 8 ounces per container); and (6) other low-calorie beverages (including tea and/or diet soda) that do not exceed 40 calories per 8 ounce serving. Sugar-sweetened beverages shall not be provided.

N. CONTRACTING PRINCIPLES

All entities that contract with the County to provide services where the contract value is $100,000 or more per budget unit per fiscal year and/or as otherwise directed by the Board, shall be fiscally responsible entities and shall treat their employees fairly. To ensure compliance with these contracting principles, all contractors shall: (1) comply with all applicable federal, state and local rules, regulations and laws; (2) maintain financial records, and make those records available upon request; (3) provide to the County copies of any financial audits that have been completed during the term of the contract; (4) upon the County's request, provide the County reasonable access, through representatives of the Contractor, to facilities, financial and employee records that are related to the purpose of the contract, except where prohibited by federal or state laws, regulations or rules.

O. CALIFORNIA PUBLIC RECORDS ACT

The County is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If Contractor's proprietary information is contained in documents or information submitted to County, and Contractor claims that such information falls within one or more CPRA exemptions, Contractor must clearly mark such information "CONFIDENTIAL AND PROPRIETARY," and identify the specific lines containing the information. In the event of a request for such information, the County will make best efforts to provide notice to Contractor prior to such disclosure. If Contractor contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Santa Clara County
before the County is required to respond to the CPRA request. If Contractor fails to obtain such remedy within the time the County is required to respond to the CPRA request, County may disclose the requested information.

Contractor further agrees that it shall defend, indemnify and hold County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and attorney's fees) that may result from denial by County of a CPRA request for information arising from any representation, or any action (or inaction), by the Contractor.

P. THIRD PARTY BENEFICIARIES

This agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the parties.

Q. INTELLECTUAL PROPERTY RIGHTS

Ownership: County shall own all right, title and interest in and to the Deliverables. For purposes of this Agreement, the term "Deliverables" shall mean any documentation and deliverables created by Contractor during the performance of services that are identified in this Agreement. Contractor hereby assigns to the County all rights, title and interest in and to any and all intellectual property whether or not patentable or registrable under patent, copyright, trademark or similar statutes, made or conceived or reduced to practice or learned by Contractor, either alone or jointly with others, during the period of Contractor's agreement with the County or result from the use of premises leased, owned or contracted for by the County.

Contractor acknowledges that all original works of authorship which are made by Contractor (either solely or jointly with others) within the scope of this Agreement and which are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act (17 U.S.C. Section 101), and shall belong solely to County. Contractor agrees that the County will be the copyright owner in all copyrightable works of every kind and description created or delivered by Contractor, either solely or jointly with others, in connection with any agreement with the County.

R. INTELLECTUAL PROPERTY INDEMNITY

Contractor represents and warrants for the benefit of the County and its users that, to its knowledge, as of the effective date of this Agreement, Contractor is the exclusive owner of all rights, title and interest in the Deliverables and/or services provided pursuant to this Agreement. Contractor shall defend, indemnify and hold the County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and reasonable attorney's fees) by a third party alleging the Deliverables and/or services provided pursuant to this Agreement infringe upon any intellectual property rights of third parties. This indemnity and duty to defend is in addition to and does not supersede the requirements stated in VII of this agreement.

S. OWNERSHIP RIGHTS TO MATERIALS/RESTRICTIONS ON USE

All materials obtained, developed or prepared by Contractor in the course of performing services hereunder, including but not limited to videotapes, audio recordings, still photographs, ads or brochures, and the derivative works, patent, copyright, trademark, trade secret or other proprietary rights associated therewith (collectively "Deliverables"), shall be the sole and exclusive property of the County. To the extent Contractor owns or claims ownership rights to said Deliverables, Contractor hereby expressly assigns all said rights, title, and interest in and to the Deliverables to the County pursuant to the terms and conditions of this Agreement and at no additional cost. The County has the exclusive royalty-free irrevocable right to duplicate, publish or otherwise use for any purpose, all materials prepared under this Agreement. If Contractor wishes to use the materials prepared hereunder for any purpose including but not limited to promotional, educational or commercial purposes, the Contractor shall obtain prior written authorization from the

County, which consent may be withheld by the County in its sole discretion.

Contractor acknowledges that all original works of authorship which are made by Contractor (solely or jointly with others) within the scope of this Agreement and which are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act (17 U.S.C., Section 101), and shall belong solely to County.

Contractor agrees that the County will be the copyright owner in all copyrightable works of every kind and description created or developed by Contractor, solely or jointly with others, in connection with any agreement with the County. If requested to, and at no further expense to the County, Contractor will execute in writing any acknowledgments or assignments of copyright ownership of such copyrightable works as may be appropriate for preservation of the worldwide ownership in the County and its nominees of such copyrights. This section shall apply to the extent not otherwise provided under this agreement.

T. COUNTY DATA

(1) Definitions: "County Data" shall mean data and information received by Contractor from County. County Data includes any information or data that is transported across a County network, or that resides in a County-owned information system, or on a network or system under the control and management of a contractor for use by County. "County Confidential Information" shall include all material, non-public information (including material, non-public County Data) appearing in any form (including, without limitation, written, oral or displayed), that is disclosed, directly or indirectly, through any means of communication by County, its agents or employees, to Contractor, its agents or employees, or any of its affiliates or representatives.

(2) Contractor shall not acquire any ownership interest in County Data (including County Confidential Information). As between Contractor and County, all County Confidential Information and/or County Data shall remain the property of the County. Contractor shall not, without County's written permission, use or disclose County Data (including County Confidential Information) other than in the performance of its obligations under this Agreement.

(3) Contractor shall be responsible for establishing and maintaining an information security program that is designed to ensure the security and confidentiality of County Data, protect against any anticipated threats or hazards to the security or integrity of County Data, and protect against unauthorized access to or use of County Data that could result in substantial harm or inconvenience to County or any end users. Upon termination or expiration of this Agreement, Contractor shall seek and follow County's direction regarding the proper disposition of County Data.

(4) Contractor shall take appropriate action to address any incident of unauthorized access to County Data, including addressing and/or remedying the issue that resulted in such unauthorized access, and notifying County by phone or in writing within 24 hours of any incident of unauthorized access to County Data, or any other breach in Contractor's security that materially affects County or end users. If the initial notification is by phone, Contractor shall provide a written notice within 5 days of the incident. Contractor shall be responsible for ensuring compliance by its officers, employees, agents, and subcontractors with the confidentiality, privacy, and information security requirements of this Agreement. Should County Confidential Information and/or legally protected County Data be divulged to unauthorized third parties, Contractor shall comply with all applicable federal and state laws and regulations, including but not limited to California Civil Code sections 1798.29 and 1798.82 at Contractor's sole expense. Contractor shall not charge County for any expenses associated with Contractor's compliance with these obligations.

(5) Contractor shall defend, indemnify and hold County harmless against any claim, liability, loss, injury or damage arising out of, or in connection with, the unauthorized use, access, and/or disclosure of information by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County.

U. PAYMENT TERM

[NOT APPLICABLE TO COMMUNITY BASED ORGANIZATIONS – Describe payment terms for CBO's in Section V. (D) PAYMENT SCHEDULE]

The County's standard payment term shall be Net Thirty (30), unless otherwise agreed to by the parties. Payment shall be due Net Thirty (30) days from the date of receipt and approval of correct and proper invoices. Payment is deemed to have been made on the date the County mails the warrant or initiates the electronic funds transfer.

V. CONTRACT EXECUTION

Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or

other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the County.

W. LIVING WAGE (IF APPLICABLE)

Unless otherwise exempted or prohibited by law or County policy, where applicable, Contractors that contract with the County to provide Direct Services developed pursuant to a formal Request for Proposals process, as defined in County of Santa Clara Ordinance Code Division B36 ("Division B36") and Board Policy section 5.5.5.5 ("Living Wage Policy"), and their subcontractors, where the contract value is $100,000 or more ("Direct Services Contract"), must comply with Division B36 and the Living Wage Policy and compensate their employees in accordance with Division B36 and the Living Wage Policy. Compliance and compensation for purposes of this provision includes, but is not limited to, components relating to fair compensation, earned sick leave, paid jury duty, fair workweek, worker retention, fair chance hiring, targeted hiring, local hiring, protection from retaliation, and labor peace. If Contractor and/or a subcontractor violates this provision, the Board of Supervisors or its designee may, at its sole discretion, take responsive actions including, but not limited to, the following:

(a) Suspend, modify, or terminate the Direct Services Contract.
(b) Require the Contractor and/or Subcontractor to comply with an appropriate remediation plan developed by the County.
(c) Waive all or part of Division B36 or the Living Wage Policy.

This provision shall not be construed to limit an employee's rights to bring any legal action for violation of the employee's rights under Division B36 or any other applicable law. Further, this provision does not confer any rights upon any person or entity other than the Board of Supervisors or its designee to bring any action seeking the cancellation or suspension of a County contract. By entering into this contract, Contractor certifies that it is currently complying with Division B36 and the Living Wage Policy with respect to applicable contracts and warrants that it will continue to comply with Division B36 and the Living Wage Policy with respect to applicable contracts.

X. COVID-19 REQUIREMENTS (IF APPLICABLE)

Contractor shall comply with all County requirements in effect relating to COVID-19 for persons who routinely perform services for County onsite and share airspace with or proximity to other people at a County facility as part of their services for County as set forth in a County Health Order (or similar directives) available at https://covid19.sccgov.org/home, and incorporated herein by this reference. Contractor shall comply with all reasonable requests by County for documentation demonstrating Contractor's compliance with this Section.

Y. SURVIVAL

All representations, warranties, and covenants contained in this Agreement, or in any instrument, certificate, exhibit, or other writing intended by the parties to survive this Agreement, shall survive the termination or expiration of this Agreement, including but not limited to all terms (1) providing for indemnification of County; (2) relating to the California Public Records Act; (3) relating to County Data; and (4) relating to Contractor's obligations upon termination or expiration of this Agreement.

SECTION VII: INSURANCE/INDEMNIFICATION

Independent Contractors shall comply with the County's insurance and indemnification requirements as indicated below. These requirements do not apply to Dependent Contractors.

A. TYPE OF INSURANCE LANGUAGE

☑ The following standard insurance and indemnification language is attached and incorporated into this agreement:

Insurance Exhibit Name: Exhibit C

☐ Modification or Waiver Attached (if appropriate)

B. DETERMINATION OF INSURANCE REQUIREMENTS AND WAIVER DECLARATION

Workers Compensation:
Does the contractor have employees?
If "YES", then, WORKER'S COMPENSATION/EMPLOYER'S LIABILITY INSURANCE IS REQUIRED. Yes

Owned Auto Insurance:
Will the contractor use any owned autos in the provision of direct services, such as transporting clients in autos or operating autos in performance of the work itself? No
If "YES", then INSURANCE FOR OWNED AUTOS IS REQUIRED.

Hired Auto Insurance:
Will the contractor use any hired autos in the provision of direct services, such as transporting clients in autos or operating autos in performance of the work itself? No
If "YES", then INSURANCE FOR HIRED AUTOS IS REQUIRED.

Non-owned Auto Insurance
Will the contractor be using any non-owned autos in the provision of direct services, such as transporting clients in non-owned autos or operating non-owned autos in performance of the work itself? No
If "YES" then, INSURANCE FOR NON-OWNED AUTOS IS REQUIRED.

When "NO" is selected, this declaration will serve as a waiver for the specified type of insurance.

SECTION VIII: FEDERAL/STATE REQUIRED PROVISIONS

(Examples include Drug-free Workplace Activity, Health Insurance Portability and Accountability Act (HIPAA), Business Associate Language, etc.)

☐ **A. Federal Required Language Attached**
Only add special language if services included in the contract require language different from or in addition to that in Section VI.

Exhibit Name:

☐ **B. State Required Language Attached**
Only add special language if services included in the contract require language different from or in addition to that in Section VI.

Exhibit Name:

The Exhibits named above are attached and incorporated by this reference.

SECTION IX: ADDITIONAL ATTACHED EXHIBIT(S)

Attachments and exhibits that conflict with County standard provisions or require risk assessment must be approved by County Counsel. Examples of attachments that require County Counsel approval are:

1) Contractor's terms and conditions that are different than, or add to the standard provisions' language,
2) Any changes to the language in Section VI—Standard Provisions.

Exceptions to County Counsel review include attachments that further explain the Contract Specifics as outlined in Section V, and insurance exhibits.

☐ **Exhibit Name (s)**

The Exhibits named above are attached and incorporated by this reference.

A. Service Description and Expected Outcome

1. This Agreement aims to define the roles, responsibilities, and agreements of all parties involved to foster an efficient, cooperative partnership in providing services to children, youth, and families.
   a. Establish, maintain, and promote collaboration through effective and coordinated multidisciplinary services. These services include catering to the needs of children, youth, and families in specific communities throughout the County of Santa Clara.
   b. Actively participate in the assessment in the service delivery system supporting effective and efficient service delivery methods, including identifying and eliminating obstacles.
   c. Engage in cross-system strategic planning and staff development that results in a shared philosophy, the use of standard and consistent policies, and a commitment to develop and implement a service delivery system that integrates case management and supports a multidisciplinary approach.
   d. Integrate services identified in this Agreement with the Contractor's existing processes and services.

2. Alum Rock Union Elementary School District (Contractor) shall provide support services as well as establish terms and conditions under which the Behavioral Health Services Department (BHSD) and Contractor shall coordinate support services on or near a school campus by BHSD staff and County Contracted Providers (CCPs).

3. The BHSD and Contractor shall collaborate to integrate and implement support services to align with the Multi-Tiered System of Support (MTSS) framework. This framework is comprised of a multi-level continuum of prevention and early intervention support services, including specialty mental health services, supporting social, emotional, and behavioral instructional intervention supports that are evidenced-based and culturally responsive.

B. Deliverables, Milestones, Timelines for Performance

1. The BHSD shall provide the following:
   a. Meet with the School District Superintendent, the Contractor designee, and, if applicable, the school site designee to provide feedback, gather information, evaluate the program's effectiveness and service delivery, and provide updates on contract changes.
   b. Provide support to the Contractor supporting the implementation of the new School Linked Services (SLS) Services Program, processes, and interventions as needed.
   c. Meet quarterly, at a minimum, with the Contractor to review deliverables and collaboratively assess the progress of the SLS Services Program to determine if any changes are necessary for quality improvement.
   d. The BHSD shall provide additional support to Contractor to ensure the success of the SLS Program. If additional support is identified, the BHSD shall provide the following supportive measures:
      1) BHSD Program Monitor shall send a letter alerting the Contractor that the SLS Program has been identified as requiring additional support to ensure program success;
      2) BHSD Program Monitor shall schedule a meeting with the Contractor to develop and collaborate a Corrective Plan of Action to support program success;

3) Hold a collaborative meeting between the BHSD and Contractor to discuss and determine the Corrective Plan of Action to ensure program success;
4) Recurring compliance issues with the Contractor that remain unresolved during the fiscal year may be referred by the BHSD Program Monitor to the BHSD's Compliance and Privacy Manager for further review and possible actions; and

e. The BHSD shall maintain all necessary licenses during the term of this Agreement. Evidence or copies of all necessary licenses must accompany this Agreement.

2. The Contractor shall provide the following:
   a. Contractor shall provide information to assist in coordinating referrals such as, identifying a school liaison for BHSD staff and CCPs, school contacts and information, referrals procedures, and coordination.
      1) Contractor shall update and maintain a school liaison for BHSD staff and CCPs.
   b. Contractor shall maintain referral logs containing current referral status, and shall be made available by the BHSD's request.
   c. Contractor shall provide designated onsite space for Outpatient Peers, Family Partners, Case Managers, Family Specialists, Counselors and/or Clinicians to meet with students for confidential services.
      1) Contractor shall ensure that designated school shall provide access to adequate office and group meeting space necessary for BHSD staff and programs to provide confidential services in a consistent location.
   d. Contractor to offer SLS Services Program services in the participant's home, community, or any other setting as appropriate, in addition to on-site.
   e. If needed, the Contractor shall provide space to secure any participant information as it related to the Family Educational Rights and Privacy Act (FERPA) and Health Insurance Portability and Accountability Act (HIPAA) regulations.
   f. Contractor shall orient and integrate the SLS Services Program in existing school processes.
   g. Contractor shall facilitate the introduction of service provider(s) at student orientations to support the concept of treatment provider(s) being an integral part of school support services.
   h. Contractor shall facilitate adequate referrals to justify BHSD staffing resources on campus.
   i. Contractor shall ensure and/or facilitate BHSD staff having reasonable access to participant attendance, grades, and other pertinent data contained in their computerized Information Technology System.
   j. Contractor shall also ensure and/or facilitate access to school system telephones and/or dedicated telephone lines, copy machines, fax machines, or other equipment for BHSD staff to support the provision of the SLS Services Program. BHSD management shall consider these provisions to fulfill the requirement of in-kind contributions partially.
   k. Contractor shall ensure that designated school sites provide BHSD staff access to the school facility to provide SLS Program services as needed, and referred to children, youth, and families during and after regular school hours of operation. This may include evenings and academic holidays, vacations, and summer months. Keys and other items necessary to access confidential space for individual and group services shall be provided as requested.
   l. Contractor agrees that BHSD School-Based Services staff may provide services throughout the calendar year. Contractor shall encourage and promote continued collaboration between the Contractor and BHSD staff to utilize services during academic vacations.

m. Contractor shall provide BHSD with a current copy of the current fire clearance for each school site, including Contractor's site.
n. Contractor shall provide timely notification to BHSD Program Monitor of any specific policy, school site, or School District ordinance impacting BHSD Program Monitor providing on-site services, such as:
    1) Change in Contractor policies and processes; and
    2) Change in Contractor's personnel clearances.

p. Contractor shall maintain all records related to services provided under this Agreement as required by federal, state, or local law and regulations, and at a minimum for the duration of this Agreement through the applicable retentions period. Contractor understands and agrees that the County has the right to audit the preceding records and shall supply copies of any records related to this Agreement and shall provide copies of the records to the County at the Contractor's expense. Contractor shall provide any copies the County requests within ten (10) business days.
q. Contractor agrees that the County provides funding for non-religious purposes and funding may only be used for such purposes. Contractor is prohibited from providing or failing to provide agreed-upon services under this agreement based upon religious affiliation.
r. Contractor agrees to abide by all federal and state laws governing the confidentiality of health and mental health records including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA), 45 C.F.R. parts 160 and 164, and implementing regulations, Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (ARRA), Pub. L. No. 111-5 (Feb. 17, 2009), California Welfare & Institutions Code section 5328 et seq., California Civil Code section 56.10, et seq., and California Evidence Code section 1010 et seq.
s. Contractor shall provide confidential information regarding students and students' families to the County and service providers through the referral process described in this Agreement.
    1) Students and families participating in the program may also authorize the County or service providers to share certain information regarding their participation in the program with the Contractor.
    2) Contractor agrees to treat all such information as confidential and must use all necessary care to maintain such information in confidence and for use only for the purposes contemplated in this Agreement.
    3) Contractor may not release any of the information above to any entity or party other than the County or its designated service providers without the express written consent of the appropriate County manager or as may be required by law.
        i. Should the Contractor receive a subpoena, court order, or other legal document requiring release of the information or is informed that such a document is being requested, the Contractor must immediately give notice to the appropriate County manager to permit the County to seek a protective order or other similar order.
t. Other requirements:
    1) Contractor shall continuously work to improve coordination, design, and implementation of multi-agency services provided to students in Santa Clara County schools so that services are accessible, effective, and responsive to students and their families' needs.

D. Conflict Resolution

1. The parties agree that differences of opinion regarding personnel or service practices of both parties shall be discussed as soon as possible following awareness of a conflict. All parties shall attempt early resolution of conflicts, including discussion of relevant facts, agreements, policies, and State and Federal law. If the resolution is not obtained, then decisions shall be made after a discussion between the management representatives of County and School District.

A. Service Description and Expected Outcome

1. In 2004, California voters passed the Mental Health Services Act (MHSA). The program aims to improve California's behavioral health system to serve better individuals and families facing serious mental health issues and those at risk of them. The MHSA Initiative covers a wide range of prevention, early intervention, and service needs, as well as the necessary infrastructure, technology, and training to support behavioral health services, including school-based services.

2. The SLS Services Program partners with school districts to comprehensively integrate and streamline coordinated services for students and families. SLS Services Program encompasses service coordination for students and their families to community resources, school-based behavioral health services, as well as other supporting services as needed. Services are conducted through a community participatory approach, through which partnerships between schools, public agencies, and community organizations are developed in the County of Santa Clara (County).

3. The Prevention and Early Intervention (PEI) Program Strengthening Families and Children Project seeks to prevent or intervene early in the development of emotional and behavioral problems in school-age children.

4. PEI provides evidence-based parenting strategies, classroom-wide social skills training, family workshops, therapy, and other services. Therapy is available for students who may be experiencing symptoms ranging from behavioral and emotional distress to depression and anxiety caused by trauma or other factors. Evidence-based practices include but are not limited to:
   a. The Strengthening Families Program (SFP) is a 14-session whole-family curriculum for prevention and early intervention. While enhancing existing family support systems, SFP identifies needs and offers practical approaches to common problems. It addresses emotional regulation, bonding, attachment, resiliency, and the importance of supporting children during the difficult transitional years.
      1) SFP provides structured lessons to teach and improve skills and highlights the instructors' use of modeling behavior. Components of the model include reinforcing good behavior, recognizing feelings, dealing with criticism, coping with anger, family meetings, communication, problem-solving, and setting limits. Parents and children participate both separately and together.
      2) The Skillstreaming Curriculum teaches children and youth a wide variety of skills needed to solve problems that occur in their daily lives, be assertive in handling situations that cause them stress or unhappiness and increase the chance that they will have satisfying relationships with others.
         i. The Skillstreaming approach has four (4) core teaching procedures: modeling (learning by imitation), role-playing (enacting a role helps individuals understand what to do and how to do it), performance feedback (offering constructive suggestions, encouragement, and approval), transfer of training and homework (using a particular skill in various other settings).
         ii. It can be provided in a whole classroom setting or a small group setting for certain targeted behaviors. The small groups are typically designed to systematically teach

social skills to address the needs of children and youth who display aggression, immaturity, withdrawal, and other problem behaviors.

5. Positive Parenting Program (Triple P) provides parents with simple and practical strategies to help them confidently manage their children's behavior, prevent problems from developing, and build strong, healthy relationships. Triple P works across cultures, socio-economic groups, and in all kinds of family structures.
   a. Level 2 is a light intervention providing brief assistance (often one-time contacts) to parents who are generally coping well but have a few concerns with their child's behavior or development. It includes the following formats: Triple P Selected Seminar Series (Power of Positive Parenting; Raising Confident, Competent Children, Raising Resilient Children), Teen Triple P Seminar Series (Raising Responsible Teenagers; Raising Competent Teenagers; Getting Teenagers Connected) and Brief Primary Care/Brief Primary Care Teen.
   b. Level 3 is targeted support for parents of a child with mild to moderate behavioral difficulties, typically dealing with a specific problem or issue. It includes the following formats: Primary Care Triple P, Primary Care Teen Triple P, Triple P Discussion Groups, and Teen Triple P Discussion Groups.
   c. Level 4 This Triple P curriculum emphasizes that strategies for promoting children's development help build a positive parent-child relationship, which is necessary for strategies for managing misbehavior to be effective. It is an in-depth training in positive parenting skills, offered as ten (10) week sessions to individual families or (8) week groups.

6. Trauma-Focused Cognitive Behavioral Therapy (TF-CBT) provides intensive, direct interventions to children and their caregivers to address severe emerging behavioral/emotional difficulties and depression resulting from exposure to trauma. Services focus on addressing the development of skills necessary to prepare the youth for ongoing, intensive treatment if necessary. PEI provides children and parents who meet criteria knowledge and skills related to processing the trauma, managing distressing thoughts, feelings, and behaviors, and enhancing safety, parenting skills and family communication.
   a. Additional services provided include case management, skills groups, universal prevention supports and services, mental health screening, outreach, and mental health promotion, such as presentations for schools and caregivers regarding mental health issues and behavioral support in the classroom. Caregivers are also provided with services to help manage their youth's emerging or existing mental health challenges.
   b. All students ages six to eighteen (6-18) attending PEI-designated schools, their siblings, and their families are eligible to receive PEI services. Siblings ages Birth to five (5) are eligible for linkage services to the specialized KidConnections Network of Care (KCN). Eligibility for each type of service is determined during screening and/or assessment.

7. MHSA PEI category, and school districts, the SLS Services Program includes service coordination and school-based behavioral health services through programs such as Family Engagement (FE), PEI, SLS Outpatient (OP), and other programs funded by the state in schools throughout the County.

a. Contractor shall implement the SLS Services Program per the California Code of Regulations (CCR) Title 9, Division l, Chapter l4, Article 6.
b. Contractor shall provide equitable opportunities within schools and communities for students to have universal access to mental health services.
c. Contractor shall develop an implementation of a system of supports correlated to the Multi-Tiered System of Support (MTSS) model and MHSA outcomes per MHSA PEI guidelines including but not limited to:
    1) Suicide
    2) Incarceration
    3) School failure or dropout
    4) Unemployment
    5) Prolonged suffering
    6) Homelessness
    7) Removal of children from their home.

8. The SLS Services Program aim to:
    a. Provide culturally competent, coordinated services that meet the students' needs with an emphasis on prevention and early intervention;
    b. Build stronger relationships between parents or caregivers and teachers and schools;
    c. Foster a positive school climate and culture; and
    d. Make schools into community hubs and build local services and supports; and using data to facilitate and inform services, track results, and improve interventions.

9. The SLS OP program provides mental health treatment services, including individual and family therapy, targeted case management, crisis intervention, and access to child psychiatry services, if needed. Services are provided primarily in the school setting, although they may be accessed at home, in the community, or the agencies' clinics. Services are individualized and tailored to the needs of the youth based on age, developmental functioning level, history of trauma, cultural values, family environment and physical health.

10. The SLS OP program serves students ages six to eighteen (6 to 18) with Medi-Cal or without insurance residing within High-Risk Areas (HRAs) of Santa Clara County in designated SLS schools, as determined by BHSD through data review of high-risk factors such as poverty, substance abuse, child removals, juvenile justice entries, mental health clients, school dropouts, single-parent households, felony arrests, teen mothers, low state-wide test scores, and low birth weight by zip code.

11. In addition to but not limited to, data on the School District's free and reduce lunch applications

12. SLS uses evidence-based modalities to help support client care, such as TF- CBT (Trauma-Focused Cognitive Behavioral Therapy), CBT (Cognitive Behavioral Therapy), and Motivational Interviewing Interventions/Techniques.

B. Deliverables, Milestones, Timelines for Performance

1. The BHSD shall provide the following:
   a. Monitor the SLS Services Program and communicate information to various audiences, including stakeholders, the Mental Health Oversight and Accountability Committee (MHSOAC), the executive steering committee, and the Board of Supervisors about program process and outcome measures.
   b. The BHSD Program Monitor shall monitor and oversee the SLS Services Program and provide communication-related to annual budget.
   c. The BHSD shall meet quarterly with the Contractor to review deliverables and collaboratively assess the program's progress to determine if any changes are necessary for implementation, sustainability, and quality improvement.
   d. The BHSD Program Monitor shall ensure the SLS FE program maintains the following:
      1) Sufficient program and budget oversight.
      2) Continuous facilitation between the Contractor and CCPs.
      3) Collaborate with the Contractor to ensure proper identification and determine if program adjustments and modifications are needed to ensure program success.
   e. Facilitate a bi-monthly collaborative meeting among all SLS Coordinators throughout Santa Clara County to build partnerships, increase knowledge, and gain support.
   f. Organize bi-monthly resource training to inform SLS Coordinators and like positions about community-based organizations, County departmental programs and support, and age-appropriate programs including intervention services available for students.
   g. Provide training on data collection and reporting processes, Children, Youth, and Family System of Care, how to access specialty mental health services, and the SLS Initiative overview.

2. The Contractor shall provide the following:
   a. Attend County Contracted Provider (CCP) and BHSD meetings at a minimum of two (2) times per year.
   b. Attend stakeholder meetings.
   c. Collect and submit data to BHSD on a quarterly basis.
   d. Contractor shall collaborate with Contractor's staff to ensure full integration of SLS Service Programs with existing systems to accomplish the following:
      1) Facilitating and/or organization of one (1) quarterly FE event or workshop.
      2) Facilitating a minimum of one Campus Collaborative meeting per quarter.

3. The Contractor shall provide the following for FE Program Services:
   a. Provide FE activities and service coordination by ensuring an SLS Coordinator is assigned accordingly.
   b. Ensure the SLS FE essential elements shall be conducted through its partnership and communication across the school-level and district-level leadership teams (e.g., MTSS or other school-based leadership teams) for the school administrators, teachers, staff, families, students, and SLS Coordinators ensuring full integration with existing service delivery processes.
   c. Include the following four (4) SLS Essential Elements:

1) Service Coordination;
2) Family Engagement;
3) Campus Collaborative; and
4) Co-investment.

d. Ensure the SLS FE program be fully integrated with the existing service delivery system (e.g., embedded within the Department of Student Services) streamlined with existing initiatives and programs (e.g., MTSS and Positive Behavioral Interventions and Supports [PBIS]) to coordinate services effectively.
e. Contractor shall develop an SLS Integrated Implementation Plan in partnership with the BHSD to comprehensively delineate how SLS shall be fully integrated with existing systems.
f. Contractor shall serve all school sites within the district. SLS Coordinators shall provide FE activities, service coordination to programs, services.
g. Contractor shall develop an initial SLS Integrated Implementation Plan in partnership with the BHSD to comprehensively delineate how SLS shall be fully integrated with existing systems.
h. The SLS Integration Implementation Plan shall be reviewed by BHSD and Contractor annually or during specific times when changes may occur.
i. Contractor shall meet on regular basis with BHSD to engage in and participate in ongoing training(s), meetings, data collection processes and collaboration.
j. Contractor shall serve all school sites assigned within the school district and develop referral mechanisms to support participant access to all MTSS services.
k. Contractor shall hire, employ, onboard, train, and supervise the school district-level SLS Coordinator and, if applicable, the school site SLS Coordinator.
l. Assume responsibility for all costs associated with hiring, onboarding, training, and expenses acquired to maintain personnel licenses current, if applicable.
m. Ensure the SLS Coordinator follows school district protocol and procedure to address crisis situations and assist in connecting students to appropriate services.
n. Contractor shall provide SLS Coordinator with equipment needed to conduct their scope of services, this may include not limited to, laptop, cellphone, etc.
o. If the assigned SLS Coordinator is a current Contractor employee, the position may be salaried.
p. Contracted positions: If an SLS Coordinator is a contracted staff, the BHSD funding should be used to reimburse for only times worked and not for vacation or sick leave. The Contractor is responsible for developing the hourly wage amount and maximum hours per year for the contracted staff, based on the approved funding amount. The SLS Coordinator should be paid the set hourly wage amount for the times worked for each pay period.
q. Plan family engagement events, workshops, and projects prior or at the beginning of the school year with a minimum of four times (4x) per year.
r. Contractor shall plan, implement, and evaluate FE events, workshops, and projects at designated schools that align with the SLS goals and outcomes. FE plans shall be based on the needs of each school and informed by input from students, families, and the Campus Collaborative members.

4. The Contractor shall provide the following for PEI:

a. Pre-screening referrals to ensure the family's interest in services.
b. Assess needs before intake to refer families to appropriate services.
c. The Contractor shall inform CCP of any family engagement challenges, and allow CCP to make contact with the family during school session, if possible.
d. If CCP staff are unable to schedule intakes or receive consent, the Contractor shall notify the SLS Coordinator.
e. Meet regularly with CCP and BHSD to ensure the PEI program runs smoothly and according to the standards in this Agreement.
f. Provide support to CCP and schools as needed to ensure the common targeted goals are being met.
g. Contractor shall ensure proper PEI Service integration to current processes as applicable to ensure program success.

5. The Contractor shall provide the following for SLS OP:
   a. Pre-screening referrals to ensure the family's interest in services.
   b. Assess needs before intake, to refer families to appropriate services.
   c. For parents who do not engage in the intake process, the Contractor shall inform CCP when school is in session to connect and encourage caregiver engagement in intake.
   d. If staff are unable to schedule intakes or receive verbal consent, the School District or school site designee shall notify the SLS Coordinator or school staff responsible for referrals.
   e. Meet regularly with CCP and BHSD to ensure the program runs smoothly and according to the standards of this.
   f. Provide support to ensure the CCP and schools' needs are met to the extent possible.
   g. Integrate program and program staff to existing processes, for example, the referral process and Coordination of Service Team meetings.

6. The BHSD shall provide the following for FE:
   a. BHSD shall meet with the Contractor on a regular basis to provide feedback, evaluation, and updates on contract changes.
   b. BHSD shall support the Contractor with logical support to implement at the initiation of services and ongoing as needed.
   c. Meet quarterly with the Contractor to review Agreement deliverables and collaboratively assess the progress of the program to determine if any changes are necessary for implementation and quality improvement in the upcoming fiscal year.
   d. BHSD shall support the designated SLS Coordinator with training on data collection, accessing BHSD Children, Youth, and Family System of Care, the BHSD Call Center, County resources, and utilization of budget, if applicable.
   e. SLS Coordinator(s) shall receive training in areas such as service coordination, early childhood development, and trauma informed care.

7. SLS Coordinator shall provide the following:
   a. Ensure supplemental information associated with data outcomes and referral is generated.
   b. Assist with outreach (e.g., inclusion of notices about parenting classes in newsletters) and engagement of parents.

c. Build and maintain strong collaboration and communication with Contractor, BHSD Program Monitor, service providers, families, community based organizations, and other stakeholders as needed.
d. Facilitate and organize family engagement activities to support the Contractor's efforts in establishing a safe and welcoming environment for students, families, community, etc.
e. Track and log all service needs, including all partnerships with each school in a Contractor School District Service Inquiry.
f. Maintain student and family logs, which shall include all referral information linkage data and service needs.
g. Participate in BHSD-facilitated meetings such as, but not limited to, the bi-monthly SLS Learning Collaborative and bi-monthly SLS Resource Training.
h. Serve as primary liaison – through effective communication and partnership – between the BHSD, Contractor, CCPs, and community based organizations to support the needs of the students and their families through activities such as educational events, consultations, and coordination of resources.
i. Participate in focus groups with the SLS Learning Collaborative to share information on successes, challenges, barriers, lessons learned, and other discussion topics.
j. SLS Coordinator SLS Coordinators shall check if activity was previously approved.
    1) If activity has not been approved previously and/or requires family engagement funds, the SLS Coordinator shall submit a request for approval to the BHSD Program Monitor through a preapproval form.
k. SLS Coordinator shall partner with the Campus Collaborative members to conduct program needs assessment and implement family engagement activities

8. Campus Collaborative at Designated School Sites
    a. Develop, manage, and facilitate Campus Collaborative meetings at least four times (4x) per year to actively engage school personnel, students, family members, caregivers, service providers, community members, and stakeholders.
    b. Gather input during the Campus Collaborative meetings and present findings for successful implementation of FE.
    c. Assist in addressing school climate and support training needs of teachers and staff in areas such as school climate, safety, and behavioral health.

C. Performance Standards

1. FE Program
    a. Increase family access to community resources and services.
    b. Improve family knowledge and behaviors regarding school support, health, and well-being.
    c. Following SLS service coordination, family engagement, and workshop/series, families shall report:
        1) Gained knowledge about behaviors that support their child/family and increase well-being;
        2) Improved family relationships; and
        3) Increased their connectedness with school;
    d. Improve student academic outcomes, health, and well-being.

1) Students receiving strategic or intensive family engagement support and referrals (Tier 2 or 3 of MTSS) have improved or remained stable in one or more of the following:
   i. Academic;
   ii. Attendance;
   iii. Behavior; and
   iv. Social-emotional well-being.

e. Improve school climate and school-family-community partnership.
   1) Members of the Campus Collaborative and school administrators shall report:
      i. Improvement in school environment; and
      ii. SLS contributed to school climate and partnerships.

f. Family shall report:
   i. Ability to connect and engage with the school community; and
   ii. SLS Services Program positive contribution to sense of connection and engagement with the school community.

g. Increase student and family satisfaction of FE activities.

h. Improve service delivery of FE program.

i. BHSD shall work with the Contractor to collect data demonstrating the achievement of the following outcomes. School and student-level data may be collected relative to the following outcomes; however, student-level data provided to the BHSD shall be de-identified, and the County's reports on outcomes shall only contain aggregated data.
   1) Contractor shall provide data for program evaluation including but not limited to:
      i. Student data collected after the end of each quarter, including demographics, service coordination, (e.g., number of referrals, referral type, referral status, etc.), family engagement (e.g., number, type, and names of family engagement programs, etc.).
      ii. Narrative report collected after the end of quarter three including successes, areas of strength, challenges, lessons learned, and success stories.
      iii. Service inventory information collected annually after the end of the second quarter.
      iv. Distributing the SLS FE Survey at SLS Events and Series.
   2) Methods for data collection may include, but shall not be limited to the following:
      i. Service Link Application in Santa Clara County Office of Education (SCCOE) DataZone; and
      ii. SLS Excel Data Collection Tool is to be provided by the designated BHSD Program Monitor.
   3) Prior to submitting data to BHSD, Contractor must ensure:
      i. Data is de-identified;
      ii. Data entry is complete, and all required indicators are collected for each entry; and
      iii. SLS Coordinator reviews data before submission.

j. Contractor shall collect data pertaining to SLS Services Program satisfaction by providing participants surveys (e.g., SLS FE Survey,etc.) collect data relating to SLS Services Program satisfaction by providing participants surveys as deemed necessary by the designated BHSD Program Monitor.
   1) Other data collection tools may be implemented to support SLS data and evaluation and continuous quality improvement.

D. Payment

1. Contractor shall identify, track, and monitor the Contractor's co-investment to the Family Engagement program.
   a. Contractor shall submit monthly invoices to the BHSD Program Monitor and BHSD Finance department for costs incurred under this Agreement.
   b. Contractor shall include fiscal expenses incurred only from July 1, 2024, to June 30, 2025.
   c. Contractor shall invoice for services within two (2) months of completion of events, programs, workshops, and completion of training(s).
   d. Contractor shall invoice for purchases within one (1) month, if applicable to the budget.

2. Format of invoices shall comply with the Children, Youth, and Families Division's Cost Reimbursement Invoice (provided by the BHSD). Contractor's invoices shall include the following:
   a. Contractor's name and address, date, invoice number, total invoice amount, invoice date, invoice period being billed, prior drawdowns, current balance, current drawdown, and available balance;
   b. Description of the services/deliverable and total hours of services rendered; and
   c. Invoices, receipts, and supporting documents.

3. Contractor's invoices shall not exceed any of the designated totals as outlined in this Agreement.

4. Contractor shall be reimbursed upon receipt of a complete and approved invoice within forty-five (45) days.

5. Contractor shall provide the BHSD with contact information of the fiscal representative responsible for submitting invoices.

6. Contractor shall return all purchased electronics (e.g., Chromebooks, iPads, Laptops) and supplies (e.g., translation headset, laminator) at the completion of the Agreement, if purchased utilizing the program budget.

Exhibit B (FY25)

SANTA CLARA VALLEY HEALTH & HOSPITAL SYSTEM, DEPARTMENT OF BEHAVIORAL HEALTH SERVICES

AGENCY NAME: Alum Rock Union Elementary School District
PROGRAM NAME: School Linked Services Coordinator
DIVISION: Children, Youth & Family System of Care
SUBDIVISION: PEI-P2, (SLS) Initiative

PO NUMBER: TBD
Cost Center: 4383
START DATE: July 1, 2024
END DATE: June 30, 2025

PERSONNEL COSTS

Budget Items		FY2025	Total
FTE	Classification	Budget	Budget
4.00	SLS Feeder School Coordinator	$227,500	$227,500
1.00	SLS MHSA Coordinator	$95,500	$95,500
15.00	Expansion - Interns	$51,840	$51,840
2.00	Supervisors / Supervision	$6,000	$6,000
	Subtotal Salaries	$380,840	$380,840
	Subtotal Personnel Costs	$380,840	$380,840

NON-PERSONNEL COSTS

Budget Items	FY2025	Total
Other Operation Costs	Budget	Budget
Family Engagement/Service Coordination	$24,750	$24,750
Training & Travel	$3,696	$3,696
Food/Childcare	$6,500	$6,500
Subtotal Operations Costs	$34,946	$34,946
Subtotal Non-Personnel Costs	$34,946	$34,946
TOTAL PERSONNEL/NON-PERSONAL COSTS	$415,786	$415,786

REVENUE SOURCES

Revenue Sources	Budget	Cost Center	
PEI-P2, (SLS) Initiative	$415,786	4383	100.00%
Total Revenue	$415,786		

FY25: School District will match for one Quadrant School Coordinator.
School District match of $50k for family engagement/services coordination at district level and $50k match for family engagement at quadrant level may be used to fund SLS personnel costs and/or Expansion.

EXHIBIT B-2 (revised)

INSURANCE REQUIREMENTS FOR STANDARD CONTRACTS ABOVE $100,000

Indemnity

Notwithstanding any other provision of this Agreement, Contractor shall indemnify, release, hold harmless, and defend, with counsel approved by County of Santa Clara (hereinafter "County"), County and its officers, agents, and employees from any claim, demand, suit, judgment, liability, loss, injury, damage, or expense of any kind (including attorneys' fees and costs) arising out of, or in connection with, performance of this Agreement by Contractor and/or its officers, agents, employees, or sub-contractors, excepting only loss, injury, or damage caused by the sole negligence or willful misconduct of personnel employed by County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for County as allowed by law. Contractor shall reimburse County for all costs, attorneys' fees, expenses, and liabilities incurred with respect to any litigation or process in which Contractor contests its obligation to indemnify, defend, and/or hold harmless County under this Agreement and does not prevail in that contest.

Insurance

Without limiting the Contractor's indemnification of the County, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:

   a. Each occurrence - $1,000,000

   b. General aggregate - $2,000,000

   c. Products/Completed Operations aggregate - $2,000,000

   d. Personal Injury - $1,000,000

2. General liability coverage shall include:

   a. Premises and Operations

   b. Products/Completed

   c. Personal Injury liability

   d. Severability of interest

3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

   Additional Insured Endorsement, which shall read:

   > "County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds."

   Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the

additional insured endorsement as applicable and the contractor shall be notified by the contracting department of these requirements.

4. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars ($1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

4a. Aircraft/Watercraft Liability Insurance (Required if Contractor or any of its agents or subcontractors will operate aircraft or watercraft in the scope of the Agreement)

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars ($1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired aircraft/watercraft.

5. Workers' Compensation and Employer's Liability Insurance

a. Statutory California Workers' Compensation coverage including broad form all-states coverage.

b. Employer's Liability coverage for not less than one million dollars ($1,000,000) per occurrence.

E. Special Provisions

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.

2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the County upon satisfactory evidence of financial capacity. Contractors obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.

3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.

4. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

F. Fidelity Bonds (Required only if contractor will be receiving advanced funds or payments)

Before receiving compensation under this Agreement, Contractor will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Contractor will notify County immediately, and County may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of County.

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

List of Subcontractors:

- Ana Gonzalez SLS Supervisor
- Jackeline Zuniga Hubbard Quadrant
- Dana Pulido Painter Quadrant
- Paloma Contreras Chavez Quadrant
- Fernando Rivas Cureton Quadrant

Levine Act Contractor Form:
Identification of Subcontractors and Agents

Completed form submitted to the County of Santa Clara is a public record.

This Section to be completed by County Staff after Form is completed by Contractor:	
Date of Board of Supervisors Meeting When Agreement/Amendment Will Be Considered:	
Legislative File No.:	

Instructions to Contractor for Completion of Form:

For any contract or grant/sponsorship agreement (including amendments) with the County of Santa Clara ("Agreement") that will be submitted to the County of Santa Clara Board of Supervisors for consideration, any party entering into the Agreement with the County ("Contractor") must:

1) Fill out Sections A, B, C, and D of this form.
   a. For Section B, list any subcontractors identified in Contractor's solicitation/grant proposal and/or in Contractor's Agreement with the County ("Subcontractor").
2) Provide a separate Levine Act Subcontractor Form: Identification of Agents to each Subcontractor, if any, listed in Section B, and collect a completed form from each Subcontractor.
3) Provide this form and each completed Levine Act Subcontractor Form: Identification of Agents to the designated County of Santa Clara contract manager for this Agreement.

NOTE: This form is for the identification of Contractor's Subcontractors and agents only. If a Contractor, Subcontractor, or their agents have any campaign contributions they are required to disclose pursuant to the Levine Act, they must separately disclose those contributions. They may make such disclosures online at https://www.sccgov.org/levineact.

SECTION A – CONTRACTOR AND AGREEMENT INFORMATION

Contractor Legal Name (include d/b/a if applicable):	Alum Rock Union Elementary School District
Title or Short Description of Agreement:	Contractor shall conduct the School Linked Services (SLS) Program.

SECTION B – SUBCONTRACTORS FOR THIS AGREEMENT

Provide list of Contractor's Subcontractors for this Agreement:

	Name of Subcontractor(s):
1.	
2.	
3.	
4.	

If there are more than four Subcontractors, please submit a supplemental form. If attaching a supplemental form, check this box: ☒

If no Subcontractors, check this box: ☐

(Continue to page 2)

Levine Act Contractor Form:
Identification of Subcontractors and Agents

Completed form submitted to the County of Santa Clara is a public record.

SECTION C – CONTRACTOR'S AGENTS

Provide list of Contractor's Agents (as that term is defined under Government Code section 84308 and California Code of Regulations section 18438.3[1]) for this Agreement:

	Name of Agent(s):	Name of Agent's Firm (if applicable):
1.		
2.		
3.		
4.		
5.		
6.		

If no Agents, check this box: ☐

SECTION D – CONTRACTOR SIGNATURE

The undersigned declares that they are a representative of Contractor and are empowered to represent, bind, and execute contracts on behalf of the firm or individual. The undersigned declares that all statements in this Form are true and correct.

_____ Superintendent (Interim)

Printed Name — Title

_____ _____

Contractor's Authorized Representative Signature — Date

[1] California Code of Regulations section 18438.3 states:

(a) A person is the 'agent' of a party to, or a participant in, a pending proceeding involving a license, permit or other entitlement for use only if the person represents that party or participant for compensation and appears before or otherwise communicates with the governmental agency for the purpose of influencing the pending proceeding.

(b) If an individual acting as an agent is also acting as an employee or member of a law, architectural, engineering or consulting firm, or a similar entity or corporation, both the entity or corporation and the individual are "agents."

(c) "Communication with the governmental agency for the purpose of influencing the proceeding" does not include:

(1) Drawings or submissions of an architectural, engineering, or similar nature prepared by a person for a client to submit in a proceeding before the agency if:

(A) The work is performed pursuant to the person's profession; and

(B) The person does not make any contact with the agency other than contact with agency staff concerning the process or evaluation of the documents prepared by the official; or

(2) Purely technical data or analysis provided to an agency by a person who does not otherwise engage in direct communication for the purpose of influencing the proceeding.

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: **March 22, 2024**

Subject: **Resolution No. 48-23/24**
National Teacher Appreciation Week – May 6-10, 2024

Staff Analysis: The Superintendent expresses her gratitude and commends the teachers of the Alum Rock Union School District. The District joins the Governor and Legislature of California in designating May 6-10, 2024, as the State's National Teacher Appreciation Week.

Recommendation: Staff recommends the Board of Trustees approve **Resolution No. 48-23/24**, National Teacher Appreciation Week, as submitted.

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

To the Board of Trustees:

Recommend Approval

9.02
Agenda Placement

Meeting: April 4, 2024
Regular Board Meeting

Barbara Campbell
Barbara Campbell, Assistant Superintendent
Instructional Services

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Resolution No. 48-23/24
PROCLAIMING May 6-10, 2024
"NATIONAL TEACHER APPRECIATION WEEK"

WHEREAS, education is the most vital activity we as a society undertake to ensure the wellbeing of the nation; and

WHEREAS, education is in large measure the result of the talent and commitment of teachers and their ability to inspire, encourage and enlighten; and

WHEREAS, teaching is a profession characterized by skill, knowledge, discipline, tenacity and creativity in the delivery of instruction; and

WHEREAS, teachers are a source of caring, concern, counseling, empathy, warmth and love, and deserve recognition and gratitude for the invaluable work they do; and

WHEREAS, teachers at the Alum Rock Union School District, in particular, educate and motivate students who have not succeeded in other educational settings or have special needs that require unique skills and compassion; and

WHEREAS, teachers at the Alum Rock Union School District have made a crucial difference in the lives of students and are true champions for children, schools and community;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of the Alum Rock Union School District and the Superintendent express their gratitude and commend the teachers of the Alum Rock Union School District and join the Governor and Legislature of California in designating May 6-10, 2024, as the State's 40th Annual *"National Teacher Appreciation Week"*; and

BE IT FURTHER RESOLVED, that the Board of Trustees of the Alum Rock Union School District and Superintendent encourage activities to recognize and honor teachers on this week.

PASSED AND ADOPTED this 4th day of April, 2024, by the Board of Trustees of the Alum Rock Union School District, County of Santa Clara, State of California.

Ayes_____ Noes_____ Absent_____ Abstain_____

Board of Trustees:

Corina Herrera-Loera, President _____

Andrés Quintero, Vice-President _____

Andrea Flores Shelton, Clerk _____

Linda Chavez, Member _____

Minh Pham, Member _____

I HEREBY CERTIFY that the foregoing resolution was duly and regularly introduced, passed, and adopted by the members of the Board of Trustees of the Alum Rock Union Elementary School District at a public meeting of said Board held on April 4, 2024.

_____ _____

Imee Almazan, Ed.D., Interim Superintendent Date

9.03

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: **March 22, 2024**

Subject: **Valley Health Foundation School-Based Wellness Center Grant**

Staff Analysis: The Alum Rock Union School District is presenting to the Board of Trustees grant/award notification from the Valley Health Foundation, in the amount of $3,555,000.00. The award start date is March 2024 through June 2026. The Valley Health Foundation provides funds to local education agencies (LEAs) to support the development, implementation, and enhancement of School-Based Wellness Centers. These grant funds are composed of the following approved funding categories:

- Establishing New Wellness Centers $2,880,000
- Enhancing Existing Wellness Centers $ 150,000
- Infrastructure Improvements $ 525,000

Recommendation: **Information Only**

Approved by: Dr. Annya R. Artigas Title: Director, Social Emotional Learning

To the Board of Trustees:

Recommend Approval

9.03
Agenda Placement

Meeting: April 4, 2024
Regular Board Meeting

Barbara Campbell
Barbara Campbell, Assistant Superintendent
Instructional Services

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

DocuSign Envelope ID: BA906610-5847-4893-9F74-D592BBF51D38

VALLEY HEALTH FOUNDATION

March 8, 2024

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

RE: SBWC Grant Approval - Submission ID # 44448065

Dear Superintendent Bauer,

Valley Health Foundation (VHF) is pleased to announce that Alum Rock Union Elementary School District has been approved for the School-Based Wellness Grant in the total amount not to exceed $3,555,000. A list of Schools Approved for Funding is attached.

These grant funds are composed of the following approved funding categories:

1. Establishing New Wellness Centers $2,880,000
2. Enhancing Existing Wellness Centers $150,000
3. Infrastructure Improvements $525,000

These funds are to be used for the proposed goals and activities outlined in the application submission. Attached is a draft of Exhibit A - Scope of Work, for your review and possible revision. Please pay particular attention to the timeline and milestones for each activity. Return Exhibit A with any revisions via Submittable, within five (5) business days of receipt of this letter. If there are no revisions, respond within five (5) business days indicating your approval of the draft.

Upon receipt, VHF will deliver the final grant agreement within ten (10) business days, via DocuSign. After receipt of the fully executed grant agreement, VHF will disburse grant funds within five (5) business days, as outlined in the grant agreement.

In Partnership,

DocuSigned by:
D6242255ACBA454...

Michael Elliott
President and Executive Director
Valley Health Foundation

9.04

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: **March 26, 2024**

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.**

Approved by: Sandra Garcia Title: Director, State and Federal Program

To the Board of Trustees:

Meeting: April 4, 2024
Regular Board Meeting

Recommend Approval

9.04
Agenda Placement

Barbara Campbell, Assistant Superintendent
Instructional Services

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: April 04, 2024

School	Field Trip Event	City, and County	Date	Grade	# of classes	Budget (coding)	Purpose: (academic standard the trip supports)
Ocala	Henry Cowell State Park	Felton	4/8/2024	6th/7th /8th	1	060-3010-0-5720-00-1110-1000-00 0000-260-1190	Ocala Mentoring Program field trip to experience nature and the outdoors
Adelante and Ocala	UC Davis	Davis	4/13/2024	6th - 8th		060-2600-0-5720-00-1110-1000-02 0200-360-7392	MESA Regional competition to display mathematical & engineering challenges
Adelante 1	Stanford University	Stanford	4/19/2024	5th	1	060-9010-0-5720-00-1110-1000-00 0000-280-2110	To visit and tour the university's campus to learn more about the program and the services it provides for students.
McCollam	Hiller Aviation Museum	San Carlos	5/1/2024	1st	2	088-8210-0-5808-00-1110-4000-00 0000-040-0502	Students will portico[ate Build an Airplane workshop and science lesson on air.
Adelante 1	Monterey Bay Aquarium	Monterey	5/2/2024	1st	1	060-9010-0-5720-00-1110-1000-00 0000-280-2110	Educational Science Marine Biology
McCollam	Natural Bridges State Park	Santa Cruz	5/13/2024	2nd	1	088-8210-0-5835-00-1110-4000-00 0000-040-0502	Students will participate in the tide pools workshop
Dorsa	**Walden West**	**Saratoga**	**05/13/2024 - 05/17/2024**	**5th**	**2**	**060-3010-05808-00-1110-1000-00 0000-150-1190** **010-3010-0-5720 -00-1110-1000-00 0000-150-1190**	**Provide Students an opportunity to learn the natural sciences, sustainability and environmental stewardship in a setting that encourages personal growth, emotional maturity and respect for others.**

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)
Ren@Fischer	San Francisco Botanical Gardens	San Francisco	5/14/2024	7th	1	060-3010-0-5835-00-1110-1000-00 0000-290-1190	Students will observe the difference in the characteristics and adaptation in plants across different ecosystems
Adelante 1	Monterey Bay Aquarium	Monterey	5/16/2024	K	3	060-9010-0-5720-00-1110-1000-00 0000-280-2110	SWBA to learn about marine animal habitats and make observations about how animals live in the wild.
Adelante 1	O'Neill Sea Odyssey	Santa Cruz	05/21/2024	6th	1	060-9010-0-5720-00-1110-1000-00 0000-280-2110	Hands on learning and experimential education on marine biology and ecology
Lyndale	San Francisco - Fisherman's Wharf	San Francisco	5/21/2024	4th-5th	2	060-3010-0-5835-00-1110-1000-00 0000-030-1190	Students will learn about the ecosystems of the bay and study the historical landmarks of San Francisco and its history.
Adelante 1	O'Neill Sea Odyssey	Santa Cruz	05/22/2024	6th	1	060-9010-0-5720-00-1110-1000-00 0000-280-2110	Hands on learning and experimential education on marine biology and ecology
San Antonio	Mission San Juan Bautista	San Juan Bautista	5/31/2024	4th	2	060-3010-0-5835-00-1110-1000-00 0000-240-1190	Students will engage in learning about California history.

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

9.05

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: **April 4, 2024**

Subject: **SB 187 Comprehensive School Safety Plans**
Schools must routinely write or revise their Comprehensive School Safety Plans

Staff Analysis: Schools have completed revising their Comprehensive School Safety Plans. Using the district provided template, schools developed plans to reflect their needs while integrating numerous elements of school safety. The submitted plans for the twenty two sites are in compliance with SB187 guidelines and are available for review.

Recommendation: Staff recommends approval of the submitted school safety plans for 2024-2026.

Approved by: Jesus Araujo Title: Coordinator, Student Services

To the Board of Trustees:

Meeting: April 4, 2024
Regular Board Meeting

Recommend Approval
9.05
Agenda Placement

Barbara Campbell, Assistant Superintendent
Instructional Services

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
Phone: (408) 928 - 6800
Fax: (408) 928 - 6423
Website: http://www.arusd.org/

SB 187

Comprehensive School Safety Plan

McCollam Elementary School

3311 Lucian Avenue

San Jose, CA 95127

408-928-8000

2024-2026

The Comprehensive School Safety Plan is designed to be utilized as a school resource for prevention/mitigation, preparedness, response and recovery planning and training as well as for meeting the requirements for the annual Safety Plan Process under SB 187 and the National Incident Management System.

It is a living document to be updated as necessary to meet site, district and community needs, forms or requirements. **It is *NOT* intended to be a "grab and go" guide in an actual emergency.**

SB 187: School Safety Plan 4
School Safety Planning Committee 5
Annual Safety Goals 7
Mandated Policies and Procedures 12
Child Abuse Reporting 13
Suspension and Expulsion Policies 17
Staff Notification of Dangerous Students 20
Sexual Harassment Policy 24
Procedures for Safe Ingress and Egress 27
School Discipline 31
Dress Code 34
Bullying 35
Nondiscrimination/Harassment 37
Hate Motivated Behavior 39
Routine and Emergency Disaster Procedures: Drills 40
Earthquake Drills 40
Fire Drills 42
Lockdown Drills 43
Routine and Emergency Disaster Procedures: Overview 45
The Basic Plan 45
Definitions: Incidents, Emergencies, Disasters 48
Earthquake Overview 50
Level of Response 52
Response Level Diagram 53
Emergency Phases 54
First Thing First 56
District and Parent Responsibilities for Students 57
Emergency Response Procedures 58
Basic Actions 58
Earthquake 61
Fire 62
Power Outage/Rolling Blackouts 63
Shelter-in-Place: 65

Bomb Threat 66
Intruder on Campus 69
Hostage Situation 70
Lockdown: 71
Poisoning, Chemical Spills, Hazardous Materials 72
Emergency Evacuation Routes and procedures 77
Medical Emergencies 79
Triage Guidelines 81
Suicide 83
Mass Casualty 84
Bio Terrorism 86
Incident Command System 90
Responsibilities for a School Disaster 90
Staging Areas 94
Emergency Response Teams 96
District Emergency Directory 97
District Emergency Operations Center 97
Emergency Communications 98
Media Contact Information 102
Recovery 103
Appendices 105
Annual Emergency Awareness/Preparedness Checklists & Forms 106
Homeland Security Advisory System 123

Chapter

1

SB 187: School Safety Plan

Individual schools in districts over 2,500 students must adopt a comprehensive school safety plan by March 1, 2000, and must review and update the plan every year thereafter. (Amended Ed. Codes 35294.1 & 35294.6)

Beginning July 1, 2000, each individual school must report on the status of its school safety plan, including a description of its key elements in the school accountability report card, and must continue to do so every July thereafter (Amended Ed. Code 35294.6)

The following guideline may be utilized to support the annual review and evaluation of the individual school safety plan. This guide will also provide a time line and related administrative tasks to provide a process to ensure compliance with the requirements of Senate Bill 187, Comprehensive School Safety Plan.

The guideline/checklist has been organized into two parts:

1. An assessment by the School Safety Planning Committee of the School Site Council, the School Site Council or equivalent of the school climate in relation to the current status of school crime committed on campus and at school related functions. Based on this assessment, safety goals will be set for the upcoming school year.

2. The annual review and evaluation of the school comprehensive safety plan which is certified by the members of the School Safety Planning Committee, the School Site Council President, and the school Principal before being presented to the Board of Trustees for final review and adoption. This review includes the following mandated components of Senate Bill 187:

    - Child Abuse reporting procedures
    - Policies pursuant to Education Code 48915(c) and other school designated serious acts which would lead to suspension, expulsion, or mandatory expulsion recommendations
    - Procedures to notify teachers and counselors of dangerous students
    - Sexual Harassment Policy
    - Safe ingress and egress to and from school
    - Rules and procedures on school discipline in order to create a safe and orderly environment conducive to learning
    - Dress Code
    - Routine and emergency disaster procedures including natural disasters, human created disasters or power outages.

The written plan will be distributed and made available to all staff, students, parents, and the community to review in the school library and the main offices.

Chapter

2

School Safety Planning Committee

The school site council is responsible for developing the school site safety plan or for delegating the responsibility to a school safety planning committee. Ed. Code 35294.1

The school site safety committee shall be composed of the following members: the principal or designee, one teacher who is a representative of the recognized certificated employee organization; one parent/guardian whose child attends the school; one classified employee who is a representative of the recognized classified employee organization; other members if desired. (Ed Code 35294.1)

Local law enforcement has been consulted (Ed. Code 39294, 1) other *local agencies, such as health care and emergency services, may be consulted if desired.* (Ed Code 39294.2)

Other members of the school or community may provide valuable insights as members of the School Safety Planning Committee. Additional members may include:

- A representative from the local law enforcement agency
- School Resource Officers
- Guidance Counselor
- Special Education Department Chairperson
- One or more key community service providers
- Student representative(s)
- Disciplinary team member
- Staff leaders
- Additional parent representatives

McCollam Elementary School
Safety Plan Signature Page
2024 - 2026

The undersigned members of the McCollam School Safety Planning Committee certify that the requirements for the SB 187 Safety Plan have been met.

Millard McCollam Elementary School
School Name

Principal / Pablo Fiene

President, School Site Council / Julie Le

Teachers Association Representative / Jonathan Tran

Classified Association Representative / Chhaya Toum

Parent Representative / Sherry Faphimai

#3688 SJPD
Law Enforcement Representative /

Chapter

3

Annual Safety Goals

The School Safety Planning Committee shall make an assessment of the current status of school crime committed on campus and at school-related functions and of appropriate strategies and programs that will provide or maintain a high level of school safety. (Ed. Code 35924.2)

While the School Safety Planning Committee reviews school, district and community crime data trends such as the California Safe School Assessment, other data can bring value to the discussions. Such data may include:

- Mental Health Data
- State, District or Site Surveys (such as the Youth Risk Behavior Survey)
- Disciplinary Data
- Community Police Data

Data may be more valuable if disaggregated by gender, age, zip code, ethnicity, etc. Current trends should be reviewed as well.

Based on data analysis, the School Safety Planning Committee identifies one or two **safety-related goals for the next school year as well as the strategies and/or programs that will be used to meet those goals**. The objective is to provide meaningful goals in order to improve the campus climate.

The goals are reported, with the Safety Plan, to the Board of Trustees and are shared with the school staff and community.

In order to keep the goals as a safety focus for the school year, it is recommended that at least three brief meetings be held to review data and progress. The progress can be reported to the School Site Council, staff, parent groups and the Board of Trustees.

The year-end assessment should be completed in May and reported.

McCollam
Safety Plan Goals
2024 - 2026

GOAL 1: To improve student academic achievement as measured by local and benchmark assessments which are aligned to the Common Core State Standards.

Strategy 1.1: All teachers and the administrator will review all student local and benchmark assessment results throughout the 2023-2024 school year.

Strategy 1.2: Throughout the school year, teachers will meet, with their respective teams, to review student assessment data.

Strategy 1.3: Identify students scoring strategic, intensive, benchmark and challenge on the specific assessments and schedule student for intervention classes as needed.

Strategy 1.4: Throughout the year, teachers will work in teams to align lessons and instruction with the Common Core State Standards.

Strategy 1.5: Provide timely assessments throughout the year and consistently review the results to ensure students are learning.

Strategy 1.6: Ensure Grade level teams meet regularly to discuss strategies and techniques currently used to meet the needs of high and low achieving groups.

Goal 1.1: The number of office referrals for student discipline will be reduced by 10%.

Strategy 1.1A: Explain to students McCollam behavior expectations and benefits for following them, along with the consequences for not supporting them. Implementation of PBIS model (Be respectful, Be responsible and Be safe), which will be done during assemblies, recess time, class time.

Strategy 1.2A: Provide parents and students a copy of the school's rules. Have both of them sign and return the rules to the school.

Strategy 1.3A: Identify trends regarding specific rules being broken by students. Implement actions (playground, cafeteria, classroom) to limit the identified infractions.

Baseline Data 1.1: There are approximately 60 students referred to the office yearly. The majority are repeat offenders.

Assessment 1.1A: The principal will require that a behavior referral form accompany all students referred to the office to ensure teachers are notifying parents.

Assessment 1.2A: The principal will require that a summary of the behavior incident be electronically submitted for all students referred to the office to ensure behavior trends are identified and needed support provided.

Assessment 1.3A: The principal will keep a binder of all behavior referral forms to track the number of students and repeat offenders.

Assessment 1.4A: Referrals will be analyzed on a regular basis to identify similar infractions and implement actions to curtail these infractions.

Assessment Data 1.1: (to be completed at the end of the following year)

GOAL 2: To ensure the safety of the McCollam campus, one hundred percent of the staff will be trained and follow correct procedures for emergencies such as fire drills, earthquake drills, and Lockdown drills.

Strategy 2.1: Each staff member will be provided a staff binder that contains directions on what to do in the event of an emergency. This binder will be reviewed during scheduled meetings.

Strategy 2.2: One staff meeting a year will be devoted to discussing what to do in the event of an emergency.

Baseline Data 2.1: Approximately 90% of the teachers will correctly follow fire and earthquake drills.

Assessment 2.1: Monthly fire/earthquake drills will occur with a short debriefing afterwards. All staff members will follow the correct procedures.

Assessment 2.2: Every staff member will have a staff safety binder.

Assessment Data 2.1: (to be completed at the end of the following year)

McCollam Elementary School
Safety Plan Annual Goal Assessment
2024- 2026

GOAL 1: **New Goal for 2024-2026 –** The number of office referrals for student discipline will be reduced by 20%.

GOAL 1.1: **Review of Goal 1.1:**
The number of office referrals for student discipline will be reduced by 10%.

Current Data:
School received a copy of school rules reviewed and signed by the majority of parents and students. Assemblies held for students explaining rules and consequences for breaking rules. Referrals collected regarding students sent to office for behavior issues.

Assessment:
Past data indicated that approximately 55 students were sent to Office each school year. Though we did reduce the number of behavior referrals from 60 to 55 we feel we can reduce the number by 20% or approximately by 12 behavior referrals.

Recommendations:
More ongoing training with staff and students on behavior expectations and ways to consistently support students to make choices to support the behavior expectations. Implement identified actions (playground, cafeteria, classroom) to limit infractions. Implement this goal for 2024-2026 constantly assessing to gauge success in curtailing referrals to the Office. Re-teaching of behavior expectations with students after all holiday breaks.

GOAL 2: **Review of Goal 2:**

One hundred percent of the staff will be trained and will follow correct procedures for emergencies such as fire drills, earthquake drills and Lockdown drills.

Current Data:
Staff members received materials detailing what to do in the event of an emergency. Also, at identified staff meetings, during prior school years, time has been devoted to discussing what to do in the event of an emergency.

Assessment:
Although it was felt that staff had the materials and training to help them implement emergency procedures in the event of a fire, earthquake or lockdown, more training is needed on a consistent basis regarding what to do during a Lockdown, shelter in place drill.

Recommendations:
More ongoing training with staff during staff meetings, to ensure all staff members know how to implement various emergency procedures. Implement this goal during the 2024-2026 school year, constantly assessing to gauge staff success in implementation of procedures.

Chapter

4 Policies and Procedures

Mandated Policies and Procedures

The School Safety Planning Committee has reviewed the site safety plan and made necessary updates and revision. The safety plan must include the following components: (Ed Code 35294.2)

Child abuse reporting consistent with Penal Code 11164.

Policies pursuant to Educational Code 48915 and other school-designated serious acts which would lead to suspension, expulsion or mandatory expulsion recommendations.

Procedures to notify teachers and counselors (amended Welfare and Institutions Code 827) of dangerous students pursuant to Education Code 49079.

A sexual harassment policy pursuant to Education Code 212.6

Procedures for safe entrance and exit of students, parents/guardians and employees to and from the school

The rules and procedures on school discipline adopted pursuant to Education Code 35291 and 35291.5 (5411-discipline) in order to create a safe and orderly environment conducive to learning at school.

If the school has adopted a dress code prohibiting students from wearing "gang related apparel," the provisions of that dress code.

Routine and Emergency Disaster Procedures that include:

- Emergency and Disaster Preparedness Plan
- Fire Drills
- Bomb Threats
- Earthquake Emergency Procedure System
- Transportation Safety and Emergencies

As the team reviews the following mandated components, critical questions to review include:

- What is the policy or procedure?
- How are staff, students and/or parents notified that this policy exists?
- How are staff, students and/or parents notified relative to a specific incident?
- What staff/student training(s) have been completed?
- What additional training is needed?

Child Abuse Reporting

A. Definition of Child Abuse

Child abuse means a physical injury that is inflicted by other than accidental on a child by another person. Child Abuse also means the sexual abuse of a child or any act or omission pertaining to child abuse reporting laws (willful cruelty, unjustifiable punishment of a child, unlawful corporal punishment or injury). Child abuse also means the physical or emotional neglect of a child or abuse in or out of home care.

1. Child Abuse

    a. Injury inflicted by another person.
    b. Sexual Abuse.
    c. Neglect of child's physical, health, and emotional needs.
    d. Unusual and willful cruelty; unjustifiable punishment.
    e. Unlawful corporal punishment.

2. Not Considered Child Abuse

    a. Mutual affray between minors
    b. Injury caused by reasonable and necessary force used by a peace officer:
        - To quell a disturbance threatening physical injury to a person or damage property
        - To prevent physical injury to another person or damage to property
        - For the purposes of self defense
        - To obtain possession of weapons or other dangerous objects within the control of a child
        - To apprehend an escapee

B. Mandated Child Abuse Reporting

a. Mandated child abuse reporting is governed by the Child Abuse and Neglect Reporting Act, P.C. 11164.

b. Any child care custodian, health practitioner, or employee of a child protective agency who has knowledge of or observes a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse shall report the known or suspected instance of child abuse to a child protective agency by telephone and written report:

The telephone call must be made immediately or as soon as practicably possible by telephone.

AND

A written report must be sent within 36 hours of the telephone call to the child protective agency.

c. Any child care custodian, health practitioner, or employee of a child protective agency who has knowledge of or who reasonably suspects mental suffering has been inflicted on a child or his or her emotional wellbeing is endangered in any other way, may report such known or suspected instance of child abuse to a child protective agency.

d. When two or more persons who are required to report are present and jointly knowledge of a known or suspected instance of child abuse, and when there is agreement among them, the telephone report may be made by a member of the team selected by mutual agreement and a single report may be made and signed by the selected member of the reporting team. Any member who has knowledge that the member designated to make the report failed to do so, shall thereafter make such a report.

e. The intent and purpose of the law is to protect children from abuse. The definition of a child is any person under 18 years of age.

f. This entire section on Child Abuse was been taken from *California Laws Relating To Minors* manual.

C. Sexual Activity

Child abuse laws change from time to time. Should you suspect that a student is engaged in unlawful sexual activity, please consult with the school social worker and campus officer to determine if particular provisions under this section are current and in effect.

a. Involuntary sexual activity is always reportable.

b. Incest, even if voluntary is always reportable. Incest is a marriage or act of intercourse between parents and children; ancestors and descendants of every degree; brothers and sisters of half and whole blood and uncles and nieces or aunts and nephews. (Family Code § 2200).

c. Voluntary Sexual Activity may or may not be reportable. Even if the behavior is voluntary, there are circumstances where the behavior is abusive, either by Penal Code definition or because of an exploitative relationship, then this behavior must be reported. If there is reasonable suspicion of sexual abuse prior to the consensual activity, the abuse must be reported.

Reportable Sexual Activity if a Child is 14 Years of Age and:

a. Partner is younger than 14 years old, but there is a disparity in chronological or maturational age or indications of intimidation, coercion or bribery or other indications of an exploitative relationship.

b. Partner is 14 years or older, lewd & lascivious acts committed by a partner of any age; partner is alleged spouse and over 14 years of age.

Reportable Sexual Activity if the Child is 14 or 15 years and:

a. There is unlawful sexual intercourse with a partner older than 14 but less than 21 years of age and there is no indication of abuse or evidence of an exploitative relationship. There is unlawful sexual intercourse with a partner older than 21 years.

b. There are lewd and lascivious acts committed by a partner more than 10 years older than the child.

c. The partner is the alleged spouse and is over 21 years of age.

Reportable Sexual Activity if the Child is 16 or 17 years and:

a. The partner is less than 14 years of age.

b. There is unlawful sexual intercourse with a partner older than 14 and there is evidence of an exploitative relationship.

c. The partner is the alleged spouse and there is evidence of an exploitative relationship.

Reportable Sexual Activity if the Child is under 18 years:

a. Sodomy, oral copulation, penetration of a genital or anal opening by a foreign object, even if consensual, with a partner of any age.

Not Reportable Sexual Activity:

a. Child is 14 years or younger and the partner is younger than 14 years and of similar age or maturational age. Sexual behavior is voluntary and consensual. There are no indications of intimidation, coercion, bribery, or other indications of an exploitative relationship.

b. Unlawful sexual intercourse of a child 14 to 15 years old with a partner older than 14 and less than 21 years of age and there is no indication of abuse or evidence of an exploitative relationship.

c. Unlawful sexual intercourse with a child 16 or 17 years with a partner older than 14 and there is no indication of an exploitative relationship.

Mandated reports of sexual activity must be reported to either the Department of Family & Children's Services (DFCS) or to the appropriate police jurisdiction. This information will then be cross reported to the other legal agency.

D. Failure to Report Known or Suspected Child Abuse

Failure to report known or reasonable suspicion of child abuse, including sexual abuse, is a misdemeanor. Mandated reporters are provided with immunity from civil or criminal liability as a result of making a mandated report of child abuse.

This information has been taken directly from the Santa Clara County Child Abuse Council Informational Handout.

E. Child Abuse Reporting Number: (408) 299-2071

F. Staff Training

All staff will be informed of their responsibility to report known or reasonable suspicion of child abuse, including sexual abuse at identified meetings.

Suspension and Expulsion Policies

Grounds for suspension which fall under Education Code 48900

a. Caused, attempted to cause, or threatened to cause physical injury to another person

b. Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object unless, in the case of possession of any object of this type, the pupil had obtained written permission to possess the item from a certificated school employee, which is concurred in by the principal or the designee of the principal.

c. Unlawfully possessed, used, sold, or otherwise furnished, or been under the influence of any controlled substance.

d. Unlawfully offered, arranged, or negotiated to sell any controlled substance.

e. Committed or attempted to commit robbery or extortion.

f. Caused or attempted to cause damage to school property or private property.

g. Stolen or attempted to steal school or private property.

h. Possessed or used tobacco, or any products containing tobacco or nicotine products, including, but not limited to, cigarettes, cigars, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel. However, this section does not prohibit use or possession by a pupil of his or her own prescription products.

i. Committed an obscene act or engaged in habitual profanity or vulgarity.

j. Had unlawful possession of, or unlawfully offered, arranged or negotiated to sell any drug paraphernalia.

k. Disrupted school activities or otherwise willfully defied the valid authority supervisors, teachers, administrators, school officials, or other school personnel engaged in the performance of their duties.

l. Knowingly received stolen school property or private property.

m. Possessed an imitation firearm. As used in this section, "imitation firearm" means a replica of a firearm as to be substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.

n. Committed or attempted to commit sexual assault.

o. Harassed, threatened, or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding for the purpose of either preventing that pupil from being a witness or retaliating against that pupil for being a witness, or both.

r. Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act, as defined in subdivisions (f) and (g) of Section 32261, directed specifically toward a pupil or school personnel.

A pupil may not be suspended or expelled for any of the acts listed above unless that act is related to school activity or school attendance occurring within a school under the jurisdiction of the superintendent or principal or occurring within any other school district. A pupil may be suspended or expelled for acts which are enumerated in this section and related to school activity or attendance that occur at any time, including but not limited to, any of the following:

a. While on school grounds.

b. While going to or coming from school.

c. During the lunch period, whether on or off the campus.

d. During, or in route to and from, a school sponsored activity.

Expulsion Policies under Education Code 48915:

The principal shall recommend the expulsion of a pupil for any of the following committed at school or school activity off school grounds, unless the principal or superintendent finds an expulsion is inappropriate, due to the particular circumstance:

a. Causing serious physical injury to another person, except in self defense.

b. Possession of any knife, explosive, or other dangerous object of no reasonable use to the pupil.

c. Unlawful possession of any controlled substance, as defined under Ed. Code.

d. Robbery or extortion.

e. Assault or battery on any school employee, as defined in Sections 240 and 242 of the Penal Code.

Mandatory Recommendation for Expulsion

The principal, or superintendent of schools shall immediately suspend, pursuant to Section 48911, and shall recommend expulsion of a pupil that he or she determines has committed any of the following acts at school or at a school activity off school grounds:

a. Possessing, selling, or otherwise furnishing a firearm. This subdivision does not apply to an act of possessing a firearm if the pupil has obtained prior written permission to possess the firearm from a certificated school employee, which is concurred in by the principal or the designee of the principal. This subdivision applies to an act of possessing a firearm only if an employee of a school district verifies the possession.

b. Brandishing a knife at another person.

c. Unlawfully selling a controlled substance as defined by Education Code.

d. Committing or attempting to commit a sexual assault as defined in the Education Code.

F. Staff Training

Staff will be informed of the District's suspension and expulsion policy at identified meetings. Staff members will receive information containing the District's suspension and expulsion policies and procedures.

Staff Notification of Dangerous Students

A. District Policy

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

2930 Gay Avenue, San José, CA 95127 · Phone: 408-928-6900 · Fax: 408-928-6416 · www.arusd.org

DATE: July 28, 2023

TO: Principals
Assistant Principals

FROM: Dr. Imee Almazan, Director of Student Services

RE: **DISCLOSURE OF STUDENT DISCIPLINARY HISTORY**

Educational Code 49079 requires school districts to notify the teaching staff of "each pupil who has engaged in, or is reasonably suspected to have engaged in, any of the acts enumerated under the Suspension/Expulsion authorization sections."

At each school:

1. An administrator needs to be named the "Suspension List Keeper."
2. Suspension lists, along with the "Juvenile Court Advisories of Possibly Violent Students," shall be maintained by the Suspension List Keeper in a centrally located area in the school office, with limited access to protect the confidentiality of the student and family. The "Juvenile Court Advisories of Possibly Violent Students" needs to be kept in a separate binder from the List of Suspensions.
3. It is necessary to inform your teachers every year that the list of suspended students is available for them to review and the information is provided solely for the benefit of the affected teaching staff member with further dissemination being prohibited. You may wish to inform your teachers through your staff bulletin or during a staff meeting early in the school year that this information will be available throughout the year for their review.
4. At the time a student is suspended, a notice should be placed in his/her teacher's mail box, or an email may be sent to inform the teacher(s). The notice should state the date(s) of the suspension and the name of the administrator to contact for further information.

Keeping teachers fully informed is a legal requirement. However, any information reviewed by a teacher is to be kept confidential and is for the limited purpose for which it is provided.

If you have questions or concerns, please call Dr. Imee Almazan at ext. 6947

cc: Hilaria Bauer, Ph. D., Superintendent
Barbara Campbell, Assistant Superintendent, Instructional Services
George Kleidon, Ph. D., Director, Human Resources

Hilaria Bauer, Ph.D., Superintendent

B. Staff Training

Staff will be informed that there is a list of suspended students available for them to review in the front office. In addition, teachers will be notified of students enrolled in their classroom who have been suspended. Staff will be notified of suspensions when one of their students is suspended.

CA Codes (edc:48900-48926) EDUCATION CODE
SECTION 48900-48926

48900. A pupil may not be suspended from school or recommended for expulsion unless the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has committed an act as defined pursuant to one or more of subdivisions (a) to (o), inclusive:

(a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person; or
(2) Willfully used force or violence upon the person of another, except in self-defense.
(b) Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other Dangerous object, unless, in the case of possession of any object of this type, the pupil had obtained written permission to possess the item from a certificated school employee, which is concurred in by the principal or the designee of the principal.
(c) Unlawfully possessed, used, sold, or otherwise furnished, or been under the influence of, any controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind.
(d) Unlawfully offered, arranged, or negotiated to sell any controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind, and then either sold, delivered, or otherwise furnished to any person another liquid, substance, or material and represented the liquid, substance, or material as a controlled substance, alcoholic beverage, or intoxicant.
(e) Committed or attempted to commit robbery or extortion.
(f) Caused or attempted to cause damage to school property or private property.
(g) Stolen or attempted to steal school property or private property.
(h) Possessed or used tobacco, or any products as defined in Section 48900(h) of the Education code.
(i) Committed an obscene act or engaged in habitual profanity or vulgarity.
(j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Section 11014.5 of the Health and Safety Code.
(k) Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, school officials, or other school personnel engaged in the performance of their duties.
(l) Knowingly received stolen school property or private property.
(m) Possessed an imitation firearm. As used in this section, "imitation firearm" means a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a Firearm.

(n) Committed or attempted to commit a sexual assault as defined in Section 261, 266c, 286, 288, 288a, or 289 of the Penal Code or committed a sexual battery as defined in Section 243.4 of the Penal Code.

(o) Harassed, threatened, or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding for the purpose of either preventing that pupil from being a witness or retaliating against that pupil for being a witness, or both.

(p) A pupil may not be suspended or expelled for any of the acts enumerated unless that act is related to school activity or school attendance occurring within a school under the jurisdiction of the superintendent or principal or occurring within any other school district. A pupil may be suspended or expelled for acts that are enumerated in this section and related to school activity or attendance that occur at any time, including, but not limited to, any of the following:
  (1) While on school grounds.
  (2) While going to or coming from school.
  (3) During the lunch period whether on or off the campus.
  (4) During, or while going to or coming from, a school sponsored activity.

(q) It is the intent of the Legislature that alternatives to suspensions or expulsion be imposed against any pupil who is truant, tardy, or otherwise absent from school activities.

(r) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act, as defined in subdivisions (f) and (g) of Section 32261, directed specifically toward a pupil or school personnel.

48900.2. In addition to the reasons specified in Section 48900, a pupil may be suspended from school or recommended for expulsion if the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has committed sexual harassment as defined in Section 212.5. For the purposes of this chapter, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall not apply to pupils enrolled in kindergarten and grades 1 through 3, inclusive.

48900.3. In addition to the reasons set forth in Sections 48900 and 48900.2, a pupil in any of grades 4 to 8, inclusive, may be suspended from school or recommended for expulsion if the superintendent or the principal of the school in which the pupil is Enrolled determines that the pupil has caused, attempted to cause, threatened to cause, or participated in an act of, hate violence, as defined in subdivision (e) of Section 233.

48900.4. In addition to the grounds specified in Sections 48900 and 48900.2, a pupil enrolled in any of grades 4 to 8, inclusive, may be suspended from school or recommended for expulsion if the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has intentionally engaged in harassment, threats, or intimidation, directed against a pupil or group of pupils, that is sufficiently severe or pervasive to have the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder, and invading the rights of that pupil or group of pupils by creating an intimidating or hostile educational environment.

48900.7. (a) In addition to the reasons specified in Sections 48900, 48900.2, 48900.3, and 48900.4, a pupil may be suspended from school or recommended for expulsion if the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has made terrorist threats against school officials or school property, or both. (b) For the purposes of this section, "terrorist threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars ($1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school district property, or the personal property of the person threatened or his or her immediate family.

Sexual Harassment Policy

A. Definition

"Sexual Harassment includes 'unwelcome sexual advances, requests for sexual favors, sexually motivated physical contact, or other verbal or physical conduct or communication of a sexual nature,' when ***any of four conditions*** are met:

1. Submission to the conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining education;

2. Submission or rejection of the conduct or communication is used as a factor in decisions affecting that person's education;

3. The conduct or communication has either the purpose or effect of 'substantially interfering' with a person's education;

4. The conduct or communication creates an 'intimidating, hostile, or offensive' educational environment."

B. Policy Pertaining to Sexual Harassment

STUDENT SEXUAL HARASSMENT

The Board of Trustees prohibits the unlawful sexual harassment of any student by any employee, student, or other person in or from the district. The Board expects students or staff to immediately report incidents of sexual harassment to the principal or designee or to another district administrator. Teachers shall discuss this policy with their students in age-appropriate ways and should assure them that they need not endure any form of sexual harassment. Any student who engages in the sexual harassment of anyone in or from the district may be subject to disciplinary action up to and including expulsion. Any employee who permits or engages in sexual harassment may be subject to disciplinary action up to and including dismissal.

Any student who feels that he/she is being harassed should immediately contact the principal or designee at his/her school. If a situation involving sexual harassment is not promptly remedied by the principal or designee, a complaint of harassment can be filed with the district's Title IX Coordinator for students. The district prohibits retaliatory behavior against any complainant or any participant in the complaint process. Each complaint of sexual harassment shall be promptly investigated in a way that respects the privacy of all parties concerned.

Prohibited sexual harassment includes, but is not limited to, unwelcome sexual advances, request for sexual favors, and other verbal, visual, or physical conduct of a sexual nature when:

1. Submission to the conduct is explicitly or implicitly made a term or condition of an individual's employment, academic status, or progress.
2. Submission to or rejection of the conduct by an individual is used as the basis for academic or employment decisions affecting the individual.
3. The conduct had the purpose or effect of having a negative impact on the individual's academic or work performance, or of creating an intimidating, hostile, or offensive educational or work environment.
4. Submission to or rejection of the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, or activities at or through the school. Educ Code 212.5

Other types of conduct which are prohibited in the district and which may constitute sexual harassment include:

1. Unwelcome leering, sexual flirtations, or propositions.
2. Unwelcome sexual slurs, epithets, threats, verbal abuse, derogatory comments or sexually degrading descriptions.
3. Graphic verbal comments about an individual's body, or an overly personal conversation.
4. Sexual jokes, stories, drawings, pictures, or gestures.
5. Spreading sexual rumors.
6. Teasing or sexual remarks about students enrolled in a predominantly single-sex class.
7. Touching an individual's body or clothes in a sexual way.
8. Purposefully limiting a student's access to educational tools and/or instruction.
9. Cornering or blocking of normal movements.
10. Displaying sexually suggestive objects in the educational environment.
11. Any act of retaliation against an individual who reports a violation of the district's sexual harassment policy or who participates in the investigation of a sexual harassment complaint.

Enforcement

The Principal or designee shall take appropriate actions to reinforce the district's sexual harassment policy. These actions may include:

1. Removing vulgar or offending graffiti.
2. Providing staff training and student instruction or counseling.
3. Taking appropriate disciplinary action as needed.

Legal Reference

Civil Code 1714.1, Education Code 200-240, 212.5, 212.6, 230, 48904, 48980, United States Code, Title 42, 2000d & 2000e et seq. Title IX, 1972 Education Act Amendments, Franklin vs. Gwinnet County Schools (1992) 112 S. Ct. 1028, Board Policy 5145.7

Notifications

A copy of the district's sexual harassment policy shall:

1. Be included in the notifications that are sent to parents/guardians at the beginning of each school year. Educ Code 48980
2. Appear in any school or district publication that sets forth the school or district's comprehensive rules, regulations, procedures, and standards of conduct. Educ Code 212.5

C. Staff Training

Staff will be trained at identified meetings. In addition, each staff member will receive a copy of the District's Sexual Harassment policy and complaint procedure. Each staff member will also receive a copy of the school's Safety Plan.

Staff members will receive procedures to be followed for fire drills, earthquake drills, reporting child abuse and sexual harassment. During identified staff meetings, time will be allocated to review these procedures to ensure understanding, implementation and compliance with these policies.

Procedures for Safe Ingress and Egress

Beyond planning for daily ingress/egress routes and emergency evacuation routes, schools must plan for assisting students, staff and visitors with disabilities. Under the Americans with Disabilities Act of 1990, individuals who are deaf/hard of hearing, blind/partially sighted, mobility impaired and/or cognitively/emotionally impaired must be assisted.

A. Schools must include information in their plan for:

- McCollam School has several students who have disabilities. There are four classrooms; rooms E4, E6, E7 and E8 which contain students with disabilities.
- There are no ramps when exiting the rooms. Doors are equipped with slow closing hinges to allow ample exit time. All rooms have evacuation maps.
- Staff is trained annually on safe ingress and egress procedures. Staff and students are to use walkways at all times.
- Emergency response personnel are made explicitly aware of the needs of students with disabilities. Support staff is to assist these students first.

B. Planning

It is recommended that schools identify the location of potential evacuation sites based on the potential circumstances that may cause movement/relocation of the school population in the event of an emergency.

On-Campus Evacuation/Assembly Location

Review your school site layout and determine where the safest outdoor location is on campus to assemble your students and staff.

Off-Campus Evacuation/Assembly Location

Determine if there is a facility close to your school that can potentially house your staff and student body.

Prior to an event:

a. Identify off-campus evacuation site(s).

b. Establish a memorandum of agreement with the evacuation site(s).

Provide the addresses of at least two off-campus locations that have agreed to provide an assembly area for your school population.

Primary Off-Site Evacuation/Assembly Location

Organization	Save Mart Supermarkets
Address	3457 McKee Road, San Jose, CA 95127
Contact	Marlo Cortese (property owner)
Phone Number	408-729-5173 store phone 408-937-6780
Date of Agreement	February 13, 2024

Secondary Off-Site Evacuation/Assembly Location

Organization	Cimarron Park
Address	736 Pride Street, San Jose, CA 95127
Contact	Not applicable
Phone Number	Not applicable
Date of Agreement	Not applicable

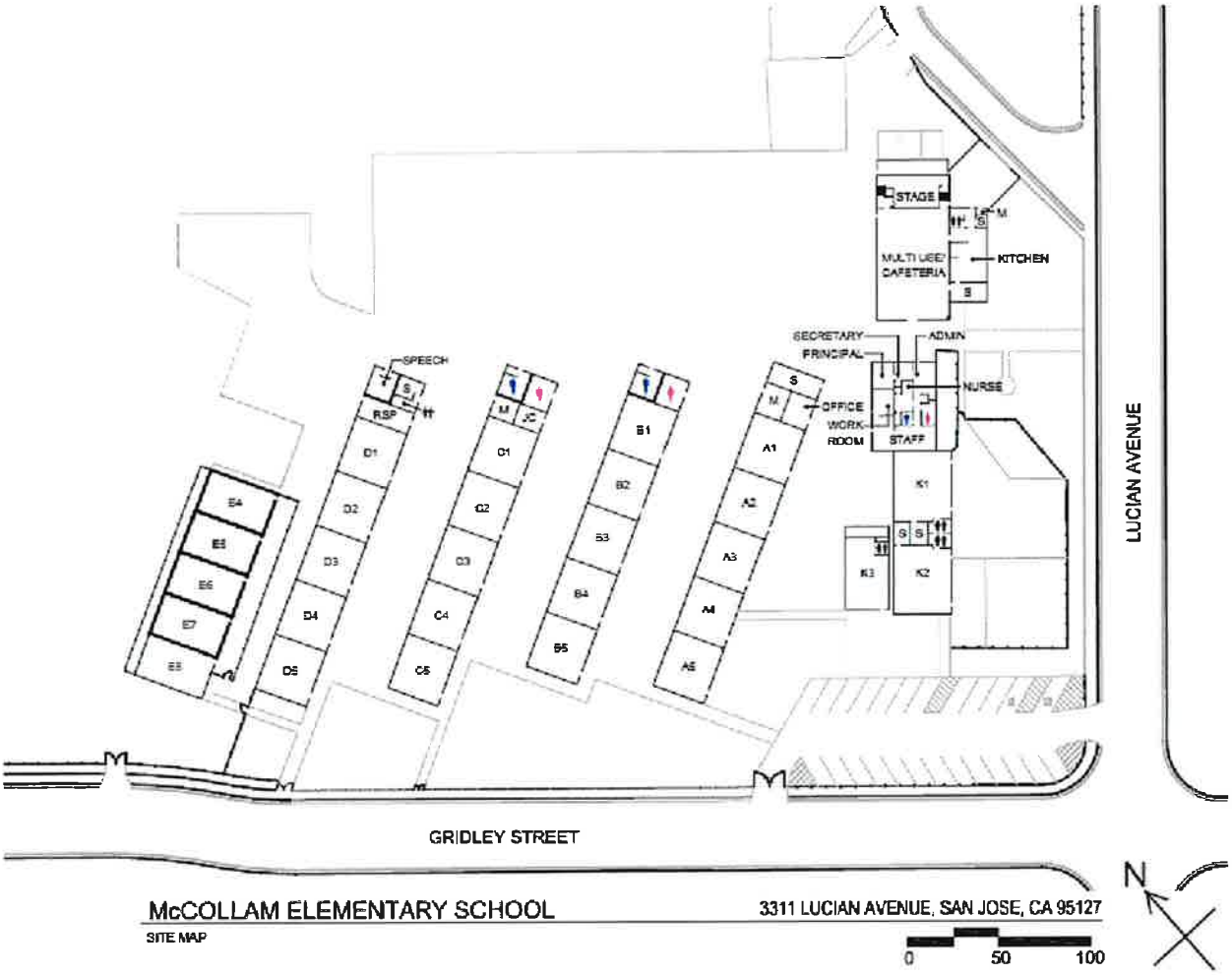
In the event of an airborne chemical or biological release, it is safest for students and staff to remain indoors at the school site.

Follow the "Shelter-in-Place" procedures.

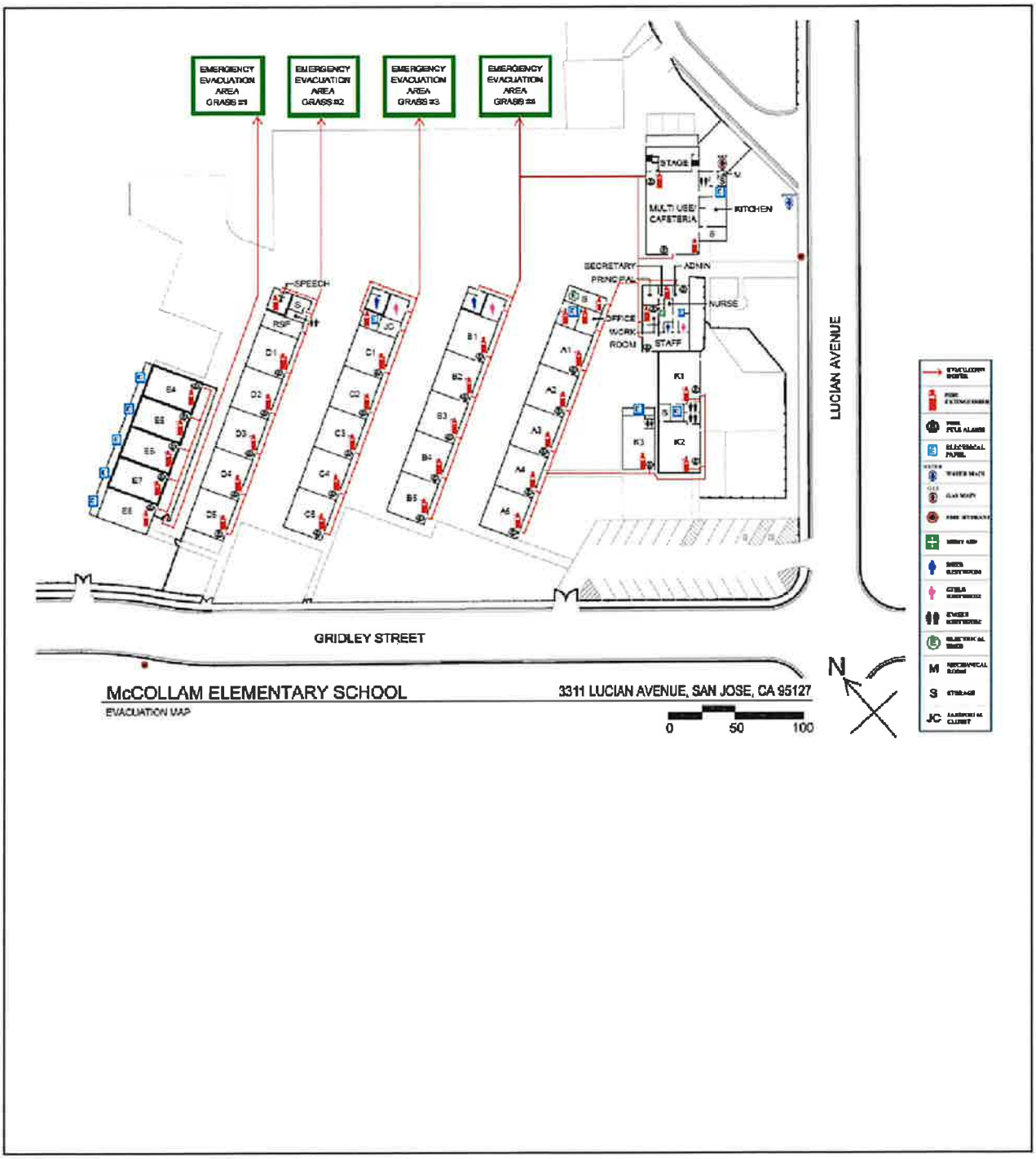
C. Staff Training

Staff will be trained on the procedures for safe ingress and egress at identified meetings. In addition, a copy of the school's Safe School Plan will be available for review.

Daily Ingress/Egress Routes



Emergency Evacuation Routes



School Discipline

A. Statement of Rules and Procedures on School Discipline

Education Code 44807:

"Every teacher in the public schools shall hold Pupils to a strict account for their conduct on the way to and from school, on the playgrounds, or during recess. A teacher, vice principal, principal, or any other certificated employee of a school district, shall not be subject to criminal prosecution or criminal penalties for the exercise, during the performance of his duties, of the same degree of physical control over a pupil that a parent would be legally privileged to exercise but which in no event shall exceed the amount of physical control reasonably necessary to maintain order, protect property, or protect the health and safety of pupils, or to maintain proper and appropriate conditions conducive to learning."

B. Notification to Students and Parents

C. McCollam School Assertive Discipline Plan

We have developed an Assertive Discipline Plan at our school which gives every student help in making good decisions about his or her behavior and an opportunity to learn in a positive, nurturing environment. Every child deserves the most positive educational climate possible for his or her growth. The plan below outlines our rules, consequences for inappropriate behavior and rewards for good behavior.

Playground Rules	Cafeteria Rules
No hitting, kicking or shoving Play within the yellow lines No name calling or cursing Follow judges decision Don't disrupt games Follow equipment rules Don't play after bell Follow directions Follow the rules after school No gum chewing or sunflower seeds No hats or gang related clothing No tobacco, drugs or alcohol No running in corridors Serve consequences if rules are broken	No kicking, hitting, or shoving No throwing objects or food No shouting, name calling or cursing No leaving seat without permission Follow directions No cutting in line No misbehaving in line Serve consequences for above if rules are broken

The consequence for breaking the above rules is to miss a portion of a recess period. If a student does not satisfy the initial requirement, the consequence increases to missing portions of two recesses. After not serving three identified times within a week, the student will be referred to the office.

We also reward students for positive behavior. We have a special Friday afternoon extra play time once a month for well behaved students. We take pictures of the students who have won our Go for the Gold citizenship certificate once a quarter and post these pictures on our outside bulletin board.

Assertive Discipline Plan

1. Each teacher follows his / her assertive discipline plan.
2. Teachers do not send students to the office until they have taken action and documented the action (unless the incident has been deemed severe in nature).
3. Students sent to the office must have a Disciplinary Office Referral form.
4. The principal follows her discipline plan.

Go for the Gold

1. Students eligible for bonus recesses will receive an extra 15 minute recess once a month.
2. Chronics are students who have been written up three weeks in a row (cafeteria or playground) or 3 times in a week. They do not participate in the bonus recess and must stand on the wall during the time. If a child stays violation free for seven weeks, he is removed from the chronic list.

Playground

1. Students receive an "X" on the clipboard each time a rule is violated. (First name, initial of last name, is filled in by the yard duty person on the clipboard.)
2. The student serves a recess by standing on the red box or wall for each "X". Students must serve ten minutes to clear an "X".
3. If a student is a "no-show" another "X" is given. Yard duty supervisor should notify the teacher.
4. Circle the "X" when recess is served.
5. Students must show up on time for an "X" to be circled. Teachers must send a student who needs to serve a recess out of the room on time. It is the responsibility of the student to remind his teacher.
6. "No-show" reminder notices (blanks kept in clipboard) are sent to the classroom teacher.
7. When the bell rings, all students freeze (playing stops, students stand quietly). The teacher on duty signals students to walk to their lines. The teacher remains on duty until students are in their lines to ensure that all playing has stopped.
8. No restroom use or drinks after the bell.
9. Students late to line get their name on the board in their room. Classroom teachers monitor their own classes for punctuality.
10. If a student has three "X's" not circled (no-show) the yard duty writes "To Principal" on the clipboard and sends a note to the teacher (reminder notes in clipboard) to send the student to the principal. The Principal follows her discipline plan.
11. Students can stand on red boxes during lunch to make up "X's". Student must notify yard duty person and stand 10 minutes for each "X".

Recesses (see clipboard for additional rules)

1. Walk students out to the playground. Remain there until the yard duty teacher arrives. The yard duty teacher must be on the playground on time.
2. No running to or on the blacktop.
3. No electronic games.
4. No baseball bats, hard balls, or footballs.
5. Sports equipment/games taken out to recess must be shared with all students. No one is to be excluded from recess games.
6. Yard duty teacher will watch the playground for a few minutes after the freeze bell until all play stops, students stand quietly and the teacher signals them to line up.
7. Teachers are expected to meet their classes after the recess bell on time.
8. No restroom use or drinks allowed after the bell; violators are to be written up on the clipboard.
9. Balls are to be carried to the line, not bounced.

Before School

1. Students are to remain up front by the office until 7:45. The yard duty teacher is to signal students on to the playground. Violators will be written up on the clipboard.

After School

1. Teachers are to walk students down the corridor towards the office. Students are not allowed to leave from the Gridley Street side of the school. (Special Education students are exempt from this rule due to bussing)
2. Students are to go directly home. No playing on the playground.
3. Yard duty teachers are to supervise the front for 15 minutes.
4. Students that are not picked up after 15 minutes are to sit down on the lawn near the flag pole.
5. Students are not allowed to J-walk. Parents are to personally escort their child/children across the street.
6. Write name on the clipboard if student enters the street without an adult escort.

Other

1. No gum/sunflower seeds allowed on school campus.
2. School game rules are to be followed-no exceptions.
3. Children are not to be left unsupervised in the classroom or on the playground.
4. Students are not to be placed outside the classroom for punishment. No exceptions.
5. Children must have a note to come to the office

D. Staff Training

Staff will receive training on the discipline policy at identified meetings. Furthermore, documentation containing the discipline policy will be available for review.

Dress Code

A. Uniform Policy

Girls' tops – white or burgundy blouses with collar, polo style shirts with collar, short or long sleeve, or turtle necks.

Girls' bottoms – navy blue v-neck pleated style jumper, navy blue skirts, skorts, shorts or pants.

Boys' tops – white or burgundy shirts with collar, polo style with collar, short or long sleeve, or turtlenecks.

Boys' bottoms – navy blue dress pants or shorts

Optional – navy blue or burgundy sweaters, vests or sweatshirts may also be worn.

Both boys and girls may wear McCollam School Tiger T-Shirts.

B. Staff Training

Staff will be given the uniform policy at identified meetings. The uniform policy will also be available through the school's Parent Handbook for review.

Alum Rock Union ESD Board Policy Overview

Board Policy

Bullying

BP 5131.2
Students

The Board of Trustees recognizes the harmful effects of bullying on student learning and school attendance and desires to provide safe school environments that protect students from physical and emotional harm. District employees shall establish student safety as a high priority and shall not tolerate bullying of any student.

No student or group of students shall, through physical, written, verbal, or other means, harass, sexually harass, threaten, intimidate, cyberbully, cause bodily injury to, or commit hate violence against any other student or school personnel.

Cyberbullying includes the transmission of harassing communications, direct threats, or other harmful texts, sounds, or images on the Internet, social media, or other technologies using a telephone, computer, or any wireless communication device. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.

Strategies for bullying prevention and intervention shall be developed with involvement of key stakeholders in accordance with law, Board policy, and administrative regulation governing the development of comprehensive safety plans and shall be incorporated into such plans.

Bullying Prevention

To the extent possible, district and school strategies shall focus on prevention of bullying by establishing clear rules for student conduct and strategies to establish a positive, collaborative school climate. Students shall be informed, through student handbooks and other appropriate means, of district and school rules related to bullying, mechanisms available for reporting incidents or threats, and the consequences for perpetrators of bullying.

The district may provide students with instruction, in the classroom or other educational settings, that promotes effective communication and conflict resolution skills, social skills, character/values education, respect for cultural and individual differences, self-esteem development, assertiveness skills, and appropriate online behavior.

School staff shall receive related professional development, including information about early warning signs of harassing/intimidating behaviors and effective prevention and intervention strategies.
Based on an assessment of bullying incidents at school, the Superintendent or designee may increase supervision and security in areas where bullying most often occurs, such as classrooms, playgrounds, hallways, restrooms, cafeterias.

Intervention

Students are encouraged to notify school staff when they are being bullied or suspect that another student is being victimized. In addition, the Superintendent or designee shall develop means for students to report threats or incidents confidentially and anonymously.

School staff who witness bullying shall immediately intervene to stop the incident when it is safe to do so. (Education Code 234.1)

As appropriate, the Superintendent or designee shall notify the parents/guardians of victims and perpetrators. He/she also may involve school counselors, mental health counselors, and/or law enforcement.

Complaints and Investigation

Students may submit to a teacher or administrator a verbal or written complaint of conduct they consider to be bullying. Complaints of bullying shall be investigated and resolved in accordance with site-level grievance procedures specified in AR 5145.7 - Sexual Harassment.

When a student is reported to be engaging in bullying off campus, the Superintendent or designee shall investigate and document the activity and shall identify specific facts or circumstances that explain the impact or potential impact on school activity, school attendance, or the targeted student's educational performance.

When the circumstances involve cyberbullying, individuals with information about the activity shall be encouraged to save and print any electronic or digital messages sent to them that they feel constitute cyberbullying and to notify a teacher, the principal, or other employee so that the matter may be investigated.

If the student is using a social networking site or service that has terms of use that prohibit posting of harmful material, the Superintendent or designee also may file a complaint with the Internet site or service to have the material removed.

Discipline

Any student who engages in bullying on school premises, or off campus in a manner that causes or is likely to cause a substantial disruption of a school activity or school attendance, shall be subject to discipline, which may include suspension or expulsion, in accordance with district policies and regulations.

Policy ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
adopted: July 2, 2013 San Jose, California

Alum Rock Union ESD Board Policy Overview

Board Policy

Nondiscrimination/Harassment

BP 5145.3
Students

The Board of Trustees desires to provide a safe school environment that allows all students equal access and opportunities in the district's academic and other educational support programs, services, and activities. The Board prohibits, at any district school or school activity, unlawful discrimination, harassment, intimidation, and bullying of any student based on the student's actual race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, or gender expression; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.

Prohibited discrimination, harassment, intimidation, or bullying includes physical, verbal, nonverbal, or written conduct based on one of the categories listed above that is so severe and pervasive that it affects a student's ability to participate in or benefit from an educational program or activity; creates an intimidating, threatening, hostile, or offensive educational environment; has the effect of substantially or unreasonably interfering with a student's academic performance; or otherwise adversely affects a student's educational opportunities.

The Board also prohibits any form of retaliation against any student who files a complaint or report regarding an incident of discrimination, harassment, intimidation, or bullying.

The Superintendent or designee shall provide age-appropriate training and information to students, parents/guardians, and employees regarding discrimination, harassment, intimidation, and bullying, including, but not limited to, the district's nondiscrimination policy, what constitutes prohibited behavior, how to report incidents, and to whom such reports should be made.

In providing instruction, guidance, supervision, or other services to district students, employees and volunteers shall carefully guard against segregating or stereotyping students.

The principal or designee shall develop a plan to provide students with appropriate accommodations when necessary for their protection from threatened or potentially harassing or discriminatory behavior.

Students who engage in discrimination, harassment, intimidation, bullying, or retaliation in violation of law, Board policy, or administrative regulation shall be subject to appropriate discipline, up to and including counseling, suspension, and/or expulsion. Any employee who permits or engages in prohibited discrimination, harassment, intimidation, bullying, or retaliation shall be subject to disciplinary action, up to and including dismissal.

Grievance Procedures

The following position is designated Coordinator for Nondiscrimination to handle complaints regarding discrimination, harassment, intimidation, or bullying, and to answer inquiries regarding the district's nondiscrimination policies:

Site Administrator
2930 Gay Avenue
San Jose, CA 95127
408-928-6824

Any student who feels that he/she has been subjected to discrimination, harassment, intimidation, or bullying should immediately contact the Coordinator, the principal, or any other staff member. In addition, any student who observes any such incident should report the incident to the Coordinator or principal, whether or not the victim files a complaint.

Any school employee who observes an incident of discrimination, harassment, intimidation, or bullying shall report the incident to the Coordinator or principal, whether or not the victim files a complaint.

In addition, the employee shall immediately intervene when safe to do so. (Education Code 234.1)

Upon receiving a complaint of discrimination, harassment, intimidation, or bullying, the Coordinator shall immediately investigate the complaint in accordance with the site-level grievance procedures specified in AR 5145.7 - Sexual Harassment.

Within 30 days of receiving the district's report, the complainant may appeal to the Board if he/she disagrees with the resolution of the complaint. The Board shall make a decision at its next regular meeting and its decision shall be final.

The Superintendent or designee shall ensure that the student handbook clearly describes the district's nondiscrimination policy, procedures for filing a complaint regarding discrimination, harassment, intimidation, or bullying, and the resources that are available to students who feel that they have been the victim of any such behavior. The district's policy shall also be posted on the district web site or any other location that is easily accessible to students.

When required pursuant to Education Code 48985, complaint forms shall be translated into the student's primary language.

Policy ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
adopted: July 2, 2013 San Jose, California

Alum Rock Union ESD Board Overview Policy

Board Policy

Hate-Motivated Behavior

BP 5145.9
Students

In order to create a safe learning environment for all students, the Board of Trustees desires to protect the right of every student to be free from hate-motivated behavior and will promote harmonious relationships among students so as to enable them to gain a true understanding of the civil rights and social responsibilities of people in society. The district prohibits discriminatory behavior or statements that degrade an individual on the basis of his/her actual or perceived race, ethnicity, culture, heritage, gender, sex, sexual orientation, physical/mental attributes, or religious beliefs or practices.

The Superintendent or designee shall collaborate with regional programs and community organizations to promote safe environments for youth. These efforts shall be focused on providing an efficient use of district and community resources.

The district shall provide age-appropriate instruction to help promote an understanding of and respect for human rights, diversity, and tolerance in a multicultural society and to provide strategies to manage conflicts constructively.

The Superintendent or designee shall ensure that staff receive training on recognizing hate-motivated behavior and on strategies to help respond appropriately to such behavior.

Grievance Procedures

Any student who believes he/she is a victim of hate-motivated behavior shall immediately contact the Coordinator for Nondiscrimination/Principal. Upon receiving such a complaint, the Coordinator/Principal shall immediately investigate the complaint in accordance with school-level complaint process/grievance procedures as described in AR 5145.7 - Sexual Harassment. A student who has been found to have demonstrated hate-motivated behavior shall be subject to discipline in accordance with law, Board policy, and administrative regulation.

Staff who receive notice of hate-motivated behavior or personally observe such behavior shall notify the Coordinator/Principal, Superintendent or designee, and/or law enforcement, as appropriate.

As necessary, the district shall provide counseling, guidance, and support to students who are victims of hate-motivated behavior and to students who exhibit such behavior.

policy ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
adopted: July 2, 2013 San Jose, California

Chapter

5

Routine and Emergency Disaster Procedures: Drills

Earthquake Drills

The earthquake emergency procedure system shall, but not be limited to, all of the following:

A school building disaster plan, ready for implementation at any time, for maintaining the safety and care of students and staff.

A drop procedure. As used in this article, "drop procedure" means an activity whereby each student and staff member takes cover under a table or desk, dropping to his or her knees, with the head protected by the arms, and the back to the windows. A drop procedure practice shall be held at least once each school quarter in elementary schools and at least once a semester in secondary schools.

Protective measures to be taken before, during, and following an earthquake.
A program to ensure that the students and that both the certificated and classified staff is aware of and properly trained in the earthquake emergency procedure system.
(Code of Regulations, Section 35297)

Whenever an earthquake alarm is sounded, all students, teachers and other employees shall immediately begin Duck, Cover and Hold procedures:

- DUCK, or DROP down on the floor.
- Take COVER under a sturdy desk, table or other furniture with backs to the windows. Protect head and neck with arms.
- HOLD onto the furniture and be prepared to move with it.
- Stay in this position for at least one minute or, in a real situation, until shaking stops.

Evacuation. An Evacuation should NEVER be automatic. There may be more danger outside the building than there is inside. If administrative directions are not forthcoming, the teacher will be responsible for assessing the situation and determining if an evacuation is required.

Predetermined evacuation areas should be in open areas, without overhead hazards and removed from potential danger spots (covered walkways, large gas mains, chain linked fences [electric shock potential]).

Make it clear that a post-earthquake route differs from a fire evacuation route, and that appropriate non-hazardous alternate routes may be needed.

Practice evacuation using alternate routes to the assembly areas.

Students are to remain with their teacher in the evacuation area. Teachers shall take their roll books, take roll once in the evacuation area and be prepared to identify missing students to administrators and/first responders.

The principal or designee shall keep a copy of each drill conducted on the Emergency Drill Report form and file a copy with Student Services in January and June of each year.

Standards for a Successful Earthquake Drill:

The Earthquake Alarm can be heard by all staff and students.

Immediately after the earthquake alarm sounds, all students, teachers and other employees shall:

- DUCK, or DROP down on the floor.
- Take COVER under a sturdy desk, table or other furniture with backs to the windows. Protect head and neck with arms.
- HOLD onto the furniture and be prepared to move with it.

Evacuations shall occur when directed over the loud speaker by the Principal/designee. When evacuations are included as part of the drill, appropriate non hazardous alternate routes, avoiding building overhangs, electrical wires, large trees, covered walkways, etc, shall be utilized by staff and students in order to reach the designated evacuation areas.

Teachers have taken roll once in the evacuation area. Any missing students are immediately reported to the Principal/designee.

Upon sounding of the all clear students and staff return to their appropriate classroom and the teacher takes roll once more. Missing students are reported to the attendance office.

Fire Drills

Principals shall hold fire drills at least once a month in all elementary schools

and four (4) timer per year in all middle schools.

(Code of Regulations, Title 5, Section 550)

1. Whenever the fire alarm is given, all students, teachers and other employees shall quickly leave the building in an orderly manner. Teachers shall ascertain that no student remains in the building.

2. Designated evacuation routes shall be posted in each room. Teachers shall be prepared to select alternate exits and direct their classes to these exits in the event the designated evacuation route is blocked.

3. Evacuation areas will be established away from fire lanes.

4. Students are to remain with their teacher in the evacuation area. Teachers shall take their roll books, take roll once in the evacuation area and be prepared to identify missing students to administrators and/or fire marshals/designees.

5. The principal or designee shall keep a copy of each drill conducted on the Emergency Drill Report form and file a copy with Student Services in January and June of each year.

Standards for a Successful Fire Drill:

1. All staff and students can hear the Fire Alarm.

2. Orderly evacuation begins immediately and is completed within **5** minutes of the initial alarm, with minimal congestion at exit gates.

3. Teachers and students are staged in an orderly fashion away from fire lanes.

4. Teachers have taken roll once in the evacuation area. Any missing students are immediately reported to the Principal/designee.

5. Upon sounding of the all clear students and staff return to their appropriate classroom and the teacher takes roll once more. Missing students are reported to the attendance office.

Lockdown Drills

For sites that have had Lockdown Training™, conducting a Lockdown Drill initially involves more pre-planning and organization than conducting other drills. Middle schools should conduct an annual drill, which should take no longer than 40 minutes and impact class time by 20 minutes. Elementary schools should conduct drills every other year (or annually, if the local police department has the resources to support the drills). Drills need to be scheduled with your School Resource or Liaison Officers and Student Services.

There are a number of steps that are recommended in the Lockdown Training in order to successfully conduct your drill. They involve:

1. Conduct a staff meeting. Plan on a 40 minute timeframe to review expectations and standards in terms of:
    a. Locking doors
    b. Covering windows
    c. Turning off lights
    d. Building barricades
    e. Reviewing classroom and all clear procedures
    f. Reviewing off site evacuation locations.
2. Send a follow-up reminder memo to your staff
3. Organize your assessment team. This also provides an excellent opportunity for your Critical Response Team to work together with police participants in the drill.
4. Conduct the assessment.
5. Complete follow-up tasks.

Remember, you are setting the tone for the importance of safety for students and staff on your campus.

Lockdown Drill Assessment Sheet

Team Member _____ **Building** _____

Room	Door Barricade	Windows Covered	Lights	Interior Barricade	Teacher/Students behind Barricade	PE at Gates	All Clear Co

Chapter

6

Routine and Emergency Disaster Procedures: Overview

The Basic Plan

The Basic Plan addresses the responsibilities in emergencies associated with natural disasters, human-caused emergencies and technological incidents. It provides a framework for coordination of response and recovery efforts within the District in coordination and with local, State, and Federal agencies. The Plan establishes an emergency organization to direct and control operations at all sites during a period of emergency by assigning responsibilities to specific personnel. The Basic Plan:

- Conforms to the Federally mandated National Incident Management System (NIMS), State mandated Standardized Emergency Management System (SEMS) and effectively restructures emergency response at all levels in compliance with the Incident Command System (ICS).
- Establishes response policies and procedures, providing clear guidance for planning purposes.
- Describes and details procedural steps necessary to protect lives and property.
- Outlines coordination requirements.
- Provides a basis for unified training and response exercises to ensure compliance.

Requirements

The Plan meets the requirements of Santa Clara County's policies on Emergency Response and Planning, the Standardized Emergency Management System (SEMS) Operational Area Response, and defines the primary and support roles of the District and individual schools in after-incident damage assessment and reporting requirements.

Objectives

- Protect the safety and welfare of students, employees and staff.
- Provide for a safe and coordinated response to emergencies.

- Protect the District's facilities and properties.
- Enable the District to restore normal conditions with minimal confusion in the shortest time possible.
- Provide for interface and coordination between sites and the District Emergency Operations Center (EOC).
- Provide for interface and coordination between sites and the County or city EOC in which they reside.
- Provide for the orderly conversion of pre-designated District sites to American Red Cross shelters, when necessary.

Schools are required by both federal statute and state regulation to be available for shelters following a disaster. The American Red Cross (ARC) has access to schools in damaged areas to set up their mass care facilities, and local governments have a right to use schools for the same purpose. This requires close cooperation between school officials and ARC or local government representatives, and should be planned and arranged in advance.

Authorities and References

State of California

California Emergency Services Act (Chapter 7, Division 1, Title 2, California Government Code).

The Act provides the basic authorities for conducting emergency operations following a proclamation of Local Emergency, State of Emergency, or State of War Emergency by the Governor and/or appropriate local authorities, consistent with the provisions of this Act.

California Government Code, Section 3100, Title 1, Division 4, Chapter 4.

States that public employees are disaster service workers, subject to such disaster service activities as may be assigned to them by their superiors or by law. The term "public employees" includes all persons employed by the state or any county, city, city and county, state agency or public district, excluding aliens legally employed.

The law applies to public school employees in the following cases:

- When a local emergency is proclaimed.
- When a state of emergency is proclaimed.
- When a federal disaster declaration is made.

The law has two ramifications for School District employees:

1. It is likely that public school employees are pressed into service as Disaster Service Workers by their superiors, and may be asked to do jobs other than their usual duties for periods exceeding their normal working hours.

2. When pressed into disaster service, employees' Workers' Compensation Coverage becomes the responsibility of state government (OES), but their overtime pay is paid by the school district. These circumstances apply only when a local or state emergency is declared.

States that (the Governor's Office of Emergency Services has stated) inadequately trained school staff render school officials potentially liable for acts committed or omitted by school staff acting within the scope of their training during or after a disaster. (Sub Sections 835-840.6).

It requires that school districts be prepared to respond to emergencies using SEMS. (Section 8607, the Petris Bill).

California Civil Code, Chapter 9, Section 1799.102

It provides for "Good Samaritan Liability" for those providing emergency care at the scene of an emergency. ("No person, who, in good faith and not for compensation, renders emergency care at the scene of an emergency, shall be liable for any civil damages resulting from any act or omission. The scene of an emergency shall not include emergency departments and other places where medical care is usually offered.")

California Education Code, Sections 35295-35297 (The Katz Act), Section 40041, 40042.

Requires that a school site disaster plan outline roles, responsibilities, and procedures for students and staff. It also requires that the school site emergency management organizational structure comply with SEMS, Title 19 Section 2400, and be ready for implementation at all times.

California Emergency Plan

Promulgated by the Governor, and published in accordance with the California Emergency Services Act, it provides overall statewide authorities and responsibilities, and describes the functions and operations of government at all levels during extraordinary emergencies, including wartime. Section 8568 of the Act states, in part, that "...the State Emergency Plan shall be in effect in each political subdivision of the state, and the governing body of each political subdivision shall take such action as may be necessary to carry out the provisions there of." Therefore, local emergency plans are considered extensions of the California Emergency Plan.

Definitions: Incidents, Emergencies, Disasters

Incident

An *incident* is an occurrence or event, either human-caused or caused by natural phenomena, that requires action by emergency response personnel to prevent or minimize loss of life or damage to property and/or natural resources.

Incidents may result in extreme peril to the safety of persons and property and may lead to, or create conditions of disaster. Incidents may also be rapidly mitigated without loss or damage. Although they may not meet disaster level definition, larger incidents may call for managers to proclaim a "Local Emergency".

Incidents are usually a single event that may be small or large. They occur in a defined geographical area and require local resources or, sometimes, mutual aid. There is usually one to a few agencies involved in dealing with an ordinary threat to life and property and to a limited population. Usually a local emergency is not declared and the jurisdictional EOC is not activated. Incidents are usually of short duration, measured in hours or, at most, a few days. Primary command decisions are made at the scene along with strategy, tactics, and resource management decisions.

Emergency

The term *emergency* is used in several ways. It is a condition of disaster or of extreme peril to the safety of persons and property. In this context, an emergency and an incident could mean the same thing, although an emergency could have more than one incident associated with it.

Emergency is also used in Standardized Emergency Management System (SEMS) terminology to describe agencies or facilities, e.g., Emergency Response Agency, Emergency Operations Center, etc.

Emergency also defines a conditional state such as a proclamation of "Local Emergency". The California Emergency Services Act, of which SEMS is a part, describes three states of emergency:

- State of War Emergency
- State of Emergency
- State of Local Emergency

Disaster

A *disaster* is defined as a sudden calamitous emergency event bringing great damage, loss, or destruction. Disasters may occur with little or no advance warning, e.g., an earthquake or a flash flood, or they may develop from one or more incidents, e.g., a major wildfire or hazardous materials discharge.

Disasters are either single or multiple events that have many separate incidents associated with them. The resource demand goes beyond local capabilities and extensive mutual aid and support are needed. There are many agencies and jurisdictions involved including multiple layers of government. There is usually an extraordinary threat to life and property affecting a generally widespread population and geographical area. A disaster's effects last over a substantial period of time (days to weeks) and local government will proclaim a Local Emergency. Emergency Operations Centers are activated to provide centralized overall coordination of jurisdictional assets, departments and incident support functions. Initial recovery coordination is also a responsibility of the EOCs.

Earthquake Overview

Major Earthquake Threat Summary

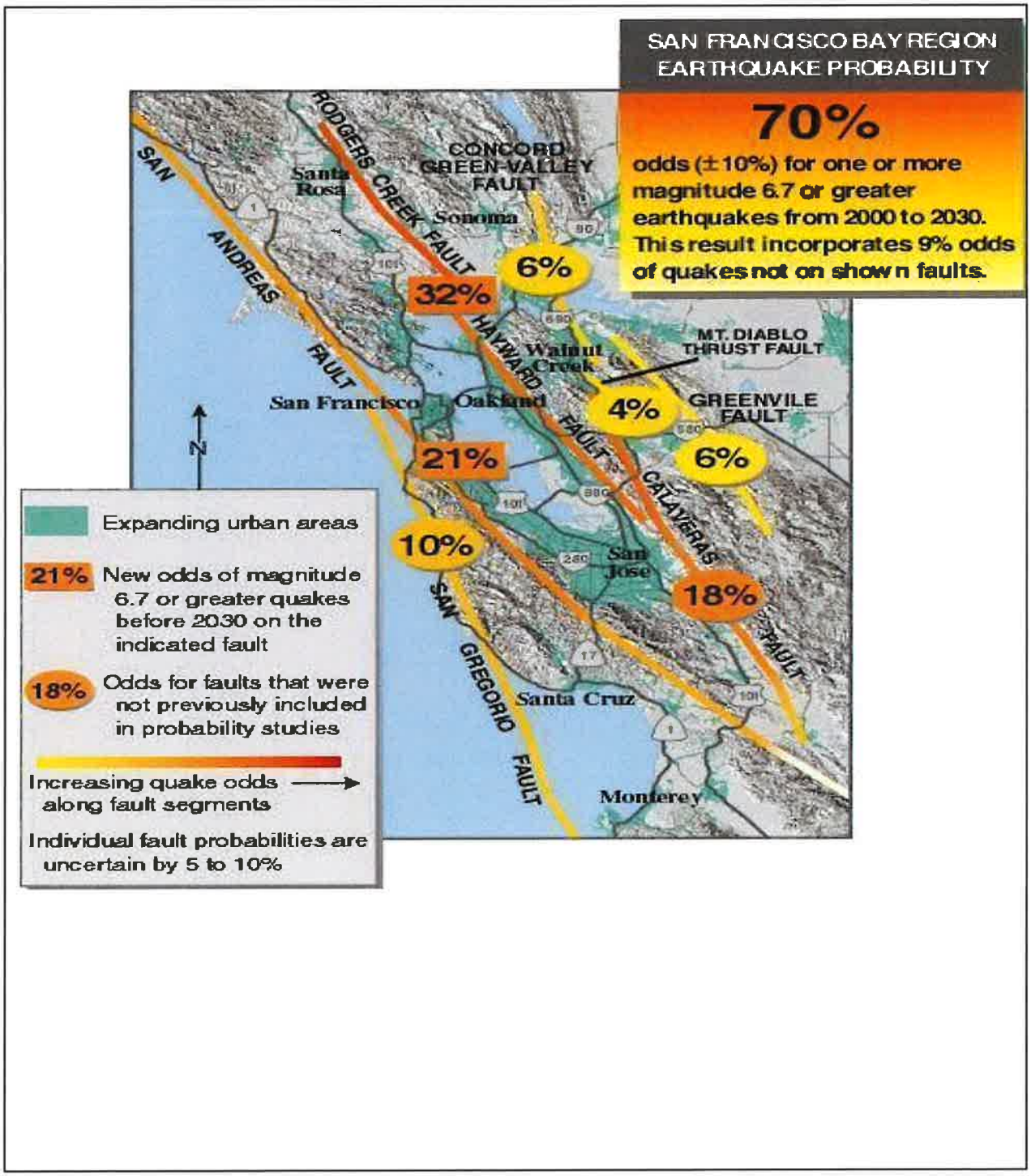
Earthquakes are sudden releases of strain energy stored in the earth's bedrock. The great majority of earthquakes are not dangerous to life or property either because they occur in sparsely populated areas or because they are small earthquakes that release relatively small amounts of energy. However, where urban areas are located in regions of high seismicity, damaging earthquakes are expectable, if not predictable, events. Every occupant and developer in Santa Clara County assumes seismic risk because the County is within an area of high seismicity. More than ten severe earthquakes have impacted San Francisco Bay Region during historic times.

The major effects of earthquakes are ground shaking and ground failure. Severe earthquakes are characteristically accompanied by surface faulting. Flooding may be triggered by dam or levee failure resulting from an earthquake, or by seismically induced settlement or subsidence. All of these geologic effects are capable of causing property damage and, more importantly, risks to life and safety of persons.

A fault is a fracture in the earth's crust along which rocks on opposite sides have moved relative to each other. Active faults have high probability of future movement. Fault displacement involves forces so great that the only means of limiting damage to man-made structures is to avoid the traces of active faults. Any movement beneath a structure, even on the order of an inch or two, could have catastrophic effects on the structure and its service lines.

The overall energy release of an earthquake is its most important characteristic. Other important attributes include an earthquake's duration, its related number of significant stress cycles, and its accelerations.

Descriptive Title	Richter Magnitude	Intensity Effects
Minor Earthquake	1 to 3.9	Only observed instrumentally or felt only near the epicenter.
Small Earthquake	4 to 5.9	Surface fault movement is small or does not occur. Felt at distances of up to 20 or 30 miles from the epicenter. May cause damage.
Moderate Earthquake	6 to 6.9	Moderate to severe earthquake range; fault rupture probable.
Major Earthquake	7 to 7.9	Landslides, liquefaction and ground failure triggered by shock waves.
Great Earthquake	8 to 8+	Damage extends over a broad area, depending on magnitude and other factors.


SAN FRANCISCO BAY REGION
EARTHQUAKE PROBABILITY
70%
odds (±10%) for one or more magnitude 6.7 or greater earthquakes from 2000 to 2030. This result incorporates 9% odds of quakes not on shown faults.
SAN ANDREAS FAULT
RODGERS CREEK FAULT
CONCORD-GREEN-VALLEY FAULT
HAYWARD FAULT
CALAVERAS FAULT
SAN GREGORIO FAULT
GREENVILE FAULT
MT. DIABLO THRUST FAULT
Santa Rosa
Sonoma
Walnut Creek
San Francisco
Oakland
San Jose
Santa Cruz
Monterey
6%
32%
4%
6%
21%
10%
18%
Expanding urban areas
21% New odds of magnitude 6.7 or greater quakes before 2030 on the indicated fault
18% Odds for faults that were not previously included in probability studies
Increasing quake odds along fault segments
Individual fault probabilities are uncertain by 5 to 10%

Levels of Response

This information has been checked with the San Jose Police Department for 2021-2022.

Response Levels are used to describe the type of event:

The area(s) affected, the extent of coordination or assistance needed, and the degree of participation expected from the School District. Response Levels are closely tied to Emergency Proclamations issued by the head of local government.

Response Level 0 - Readiness & Routine Phase

On-going routine response by the School District to daily emergencies or incidents. Stand-by and alert procedures issued in advance of an anticipated or planned event.

Response Level 3 - Local Emergency

A minor to moderate incident in which local resources are adequate and available. This level of emergency response occurs when an emergency incident, e.g., gas leak, sewer back-up, assaults, bomb threat, toxic spill, medical emergency, shooting, etc., occurs. A Level 3 response requires School/Site Coordinators to implement guidelines in the Emergency Standard Operating Procedures and interact with public agencies.

Response Level 2 - Local Disaster

A moderate to severe emergency in which resources are not adequate and mutual aid may be required on a regional, even statewide basis with coordination with local police and fire departments of the affected are working in concert with Alum Rock Union Elementary School District to respond. The affected Cities and the County of Santa Clara will proclaim a local emergency. Then, the State of California may declare a state of emergency.

Response Level 1 - Major Disaster

Resources in or near the impacted areas are overwhelmed and extensive State and Federal resources are required. The cities and the County of Santa Clara will proclaim a local emergency. Then, the State of California will declare a State of Emergency. A Presidential Declaration of an Emergency or Major Disaster is requested by the State. Examples of major disasters are the Loma Prieta Earthquake of 1989 or the Oakland Hills Firestorm of 1991. When local jurisdictions declare a State of Emergency, the district board can declare the same.

Response Level Diagram



Major Disaster
On-scene incident
Commander(s) (multiple school sites)
communicates with
District EOC under
Command of EOC Director

District EOC communicates
wih the City EOC

Level 2: Local Disaster
On-scene incident
Commander(s) (multiple school sites)
Communicates with
Abbreviated District EOC under
Command of EOC Manager

Level 3: Local Emergency
On-scene incident
Commander (Site Coordinator)
Communicates as shown
in Classroom Emergency &
Critical Incident Plan
Based upon size of emergency, an
Abbreviated District EOC may be
activated.

Readiness & Routine

Day-to-day response by District

Emergency Phases

Some emergencies will be preceded by a build-up or warning period, providing sufficient time to warn the population and implement mitigation measures designated to reduce loss of life and property damage. Other emergencies occur with little or no advance warning, thus requiring immediate activation of the emergency operations plan and commitment of resources. All employees must be prepared to respond promptly and effectively to any foreseeable emergency, including the provision and use of mutual aid.

Emergency management activities during peacetime and national security emergencies are often associated with the phases indicated below. However, not every disaster necessarily includes all indicated phases.

Prevention/Mitigation Phase

Prevention/Mitigation is perhaps the most important phase of emergency management. However, it is often the least used and generally the most cost effective. Mitigation is often thought of as taking actions to strengthen facilities, abatement of nearby hazards, and reducing the potential damage either to structures or their contents, while prevention is taking steps to avoid potential problems. Both of these elements require education of parents, students and teachers.

While it is not possible to totally eliminate either the destructive force of a potential disaster or its effects, doing what can be done to minimize the effects may create a safer environment that will result in lower response costs, and fewer casualties.

Preparedness Phase

The preparedness phase involves activities taken in advance of an emergency. These activities develop operational capabilities and responses to a disaster. Those identified in this plan as having either a primary or support mission relative to response and recovery review Standard Operating Procedures (SOPs) or checklists detailing personnel assignments, policies, notification procedures, and resource lists. Personnel are acquainted with these SOPs and checklists and periodically are trained in activation and execution.

Response Phase

Pre-Impact: Recognition of the approach of a potential disaster where actions are taken to save lives and protect property. Warning systems may be activated and resources may be mobilized, EOCs may be activated and evacuation may begin.

Immediate Impact: Emphasis is placed on saving lives, controlling the situation, and minimizing the effects of the disaster. Incident Command Posts and EOCs may be activated, and emergency instructions may be issued.

Sustained: As the emergency continues, assistance is provided to victims of the disaster and efforts are made to reduce secondary damage. Response support facilities may be

established. The resource requirements continually change to meet the needs of the incident.

Recovery Phase

Recovery is taking all actions necessary to restore the area to pre-event conditions or better, if possible. Therefore, mitigation for future hazards plays an important part in the recovery phase for many emergencies. There is no clear time separation between response and recovery. In fact, planning for recovery should be a part of the response phase.

First Things First

Preparing your school for emergencies starts with staff preparedness. The backbone of school planning is dependent on the staff's willingness to stay at school during a major community emergency. Personal preparedness makes this much easier.

Each staff member needs

To prepare their family and home for earthquakes and other emergencies

- ❑ A 72-hour supply kit for the home
- ❑ A Car Kit, including comfortable clothes/shoes and medications
- ❑ To develop a plan to reunite with their family
- ❑ A neighborhood preparedness program

Preparedness Brochures are available from the local chapter of the American Red Cross, Santa Clara County Office of Emergency Services, school district website, www.redcross.org, www.prepare.org or www,ready.gov.

If the disaster occurs during school time, Emergency Management recommends the child stay at school until the parent or a trusted friend (see Emergency Cards) picks up the child. We have no idea, especially in an earthquake, how impacted our neighborhoods may be.

This means the school staff will need to stay with the children. You can only do this if you are prepared at home! You must feel that your family can activate your **Family Plan** without you.

Disaster Service Worker Status: ***California Government Code*** Section 3100 declares that public employees are disaster services workers, subject to such disaster service activities as may be assigned to them by the superiors or by law. The term public employees include all persons employed by the state or any county, city, city & county, state agency or public district, excluding aliens legally employed. This law applies to public school employees in the following cases:

1. When a local emergency has been proclaimed,
2. When a state of emergency has been proclaimed, or
3. When a federal disaster declaration has been made.

District and Parent Responsibilities for Students

DISTRICT RESPONSIBILITY

If the superintendent declares a district emergency during the school day, the following procedures will be followed:

IN CASE OF A DECLARED EMERGENCY BY THE SUPERINTENDENT DURING SCHOOL HOURS, ALL STUDENTS WILL BE REQUIRED TO REMAIN AT SCHOOL OR AT AN ALTERNATE SAFE SITE UNDER THE SUPERVISION OF THE SCHOOL PRINCIPAL OR OTHER PERSONNEL ASSIGNED BY THE PRINCIPAL.

1. Until regular dismissal time and released only then if it is considered safe, OR

2. Until released to an adult authorized by the parent or legal guardian whose name appears on district records.

    a. If students are on their way to school, they will be brought to school if bussed, or they should proceed to school if walking.
    b. If students are on their way home from school, they are to continue home.

During a Declared Emergency, those students who have not been picked up by their parents or other authorized person may be taken by district personnel to another site where consolidated care facilities can be provided. This information will be given to the media stations and posted at the site to keep parents informed.

PARENT RESPONSIBILITY

Parents and legal guardians of students will be provided with a Student Health/Emergency Form each year. In case of a Declared Emergency, students will be released ONLY to persons designated on this form. Parents are responsible for ensuring that information on the Student Health/Enrollment Form is current at all times.

Parents are asked to share with the schools the responsibility for informing students of what they should do in case of a severe earthquake or other major emergency. Parents need to give specific directions to each student to follow the policy outlined above and to follow the directions of school personnel.

School authorities will do everything possible to care for each student while he/she is under district supervision.

It is critical that students do not have directions from parents that are contrary to the district's stated policy on retention at school and authorized release in case of a severe emergency.

Chapter

7

Emergency Response Procedures

Basic Actions

Most emergency responses are covered by the following Basic Actions:

A. Action: STAND BY

Action: STAND BY consists of bringing students into the classroom or holding them in the classroom pending further instruction.

B. Action: LEAVE BUILDING

ACTION: LEAVE BUILDING consists of the orderly movement of students and staff from inside the school building to outside areas of safety or planned evacuation site.

Action: LEAVE BUILDING is appropriate for—but not limited to—the following emergencies:

a. Fire
b. Peacetime Bomb Threat
c. Chemical Accident
d. Explosion or Threat of an Explosion
e. Following an Earthquake
f. Other similar occurrences that might make the building uninhabitable
g. At the onset of a Lockdown Alert, when the teacher/supervisor has ascertained that leaving is the best option.

C. Action: TAKE COVER

Action: TAKE COVER consists of bringing/keeping students indoors if possible and sheltering in place as appropriate to the situation.

If outdoors, Action: TAKE COVER consists of hiding behind any solid object (large tree, engine block of car, cement wall), in the event a sniper attack, armed intruder, rabid animal, or moving immediately to a location which is upwind and uphill in the event of a chemical or biological threat

Action TAKE COVER is appropriate for, but not limited to, the following:

a. Severe Windstorm (short warning)
b. Biological or Chemical Threat
c. Sniper Attack
d. Rabid Animal on School Grounds

D. Action: DROP

WARNING: The warning for this type of emergency is the beginning of the disaster itself.

Action: DROP consists of:

a. Inside school buildings
   - Immediately **TAKE COVER** under desks or tables and turn away from all windows
   - Remain in a sheltered position for at least 60 seconds silent and listening to/or for instructions

b. Outside of School Buildings
   - Earthquake: move away from buildings
   - Take a protective position, if possible

c. Explosion/Nuclear Attack:
   - Take protective position, **OR,**
   - Get behind any solid object (ditch, curb, tree, etc.); lie prone with head away from light or blast; cover head, face, and as much of the skin surface as possible; close eyes, and cover ears with forearms.

E. ACTION: DIRECTED MAINTENANCE

No school personnel/students are allowed to enter a school facility until inspected by and authorized by appropriate school personnel: Maintenance and School Administrators, and if applicable, Police, Fire, or City Inspectors.

In the event that drinking water is unsafe, water valves will be turned off and the drinking fountains sealed.

Water, gas, and electrical shutoff valves will be shutoff for each applicable building under the join authorization of the administration and head custodian.

F. ACTION: DIRECTED TRANSPORTATION

WARNING: Under certain disaster conditions, authorized officials may attempt to move an entire community, or portion thereof, from an area of danger to another area of safety.

Action: **DIRECTED TRANSPORTATION** consists of loading students and staff into school buses, cars and other means of transportation, and taking them from a danger area to a designated safety area.

Action: **DIRECTED TRANSPORTATION** is considered appropriate only when directed by the Superintendent or designee, Site Administrator, Police, Fire, or OES. It may be appropriate for, but not limited to, movement away from:

a. Fire
b. Chemical & Biological Gas Alert
c. Flood
d. Fallout Area
e. Blast Area
f. Chemical & Biological Gas Alert
g. Specific ManMade Emergency (shooting, fire, etc.)

G. ACTION: GO HOME

Action: **GO HOM**E consists of:

a. Dismissal of all classes
b. Return of students to their homes by the most safe and expeditious means

Action: **GO HOME** is to be considered only if there is time for students to go safely to their homes and if buses or other transportation are available for students who live at a distance from the school. Notification of parents by radio broadcast, local television, ALERT website, phone distribution lists, or other means will be requested.

H. ACTION: CONVERT SCHOOL

Action: **CONVERT SCHOOL** to a Red Cross emergency facility will be initiated by City officials.

Earthquake
DROP, COVER, and HOLD

It is the responsibility of every school employee to ensure students are taught and trained in the following procedures.

Earthquake procedures in the classroom or office

At the first indication of ground movement, you should **DROP** to the ground. It will soon be impossible to stand upright during the earthquake. Getting to the ground will prevent being thrown to the ground.

You should seek protective **COVER** under or near desks, tables, or chairs in a kneeling or sitting position.

You should **HOLD** onto the table or chair legs. Holding onto the legs will prevent it from moving away from you during the quake. Protect your eyes from flying glass and debris with your arm covering your eyes.

You should remain in the DROP position until ground movement ends. Be prepared to DROP, COVER and HOLD during aftershocks.

After ground movement ends, check for injuries and safely evacuate the building. Move to a safe, open area, away from power lines and other overhead hazards.

Earthquake procedures in other parts of the building

At the first indication of ground movement, you should DROP to the ground.

Take COVER under any available desk, table, or bench. If in a hallway, drop next to an inside wall in a kneeling position and cover the back of the neck with your hands.

After ground movement ends, check for injuries and safely evacuate the building. Move to a safe, open area, away from power lines and other overhead hazards.

Earthquake procedures while outside

At the first indication of ground movement, move away from overhead hazards such as power lines, trees, and buildings. DROP to the ground and COVER the back of the neck with your hands. Be aware of aftershocks. Do not enter buildings until it is determined safe to do so.

If walking to or from school, DO NOT RUN. Stay in the open. If the student is going to school, continue to the school. If going home, the student should continue to go home.

While in a vehicle or school bus, pull over to the side of the road and stop. If on a bridge, overpass, or under power lines, continue on until the vehicle is away from the overhead dangers. Wait until the ground movement stops and check for injuries. Be aware of aftershocks, downed wires, or roads blocked by debris. The Bus Driver is legally responsible for the welfare of student riders.

Fire

All classrooms and offices shall have an Emergency Exit sign and Evacuation Chart posted in a prominent location.

Fire Within A School Building:

In the event that a fire is detected within a school building, use the following procedures:

a. The Principal or Designee will:
   - Order an evacuation if the fire alarm doesn't work
   - Call 9-1-1
   - Notify the Superintendent and Student Services Department

b. Teachers will supervise the evacuation of the classrooms to the designated areas according to the Emergency Exit Plan posted in every classroom and office.

c. Teachers will close doors upon evacuating.

d. Teachers will take their roll books to the evacuation site and take roll. Teachers will report any missing student(s) to their Team Supervisor/ Administrator.

e. The Head Custodian or designees shall assist by shutting off gas valves, electricity, etc., or other if necessary for evacuating, putting out the fire, etc.

f. The Head Custodian or designee shall open necessary gates for fire truck and other emergency vehicle access when appropriate. The Head Custodian or designee will also keep access entrances open for emergency vehicles.

g. Notify students and staff when it is safe to return to the school site under the direction of the Fire Department and in consultation with the Superintendent or designee.

Fire Near School

a. **The Principal or designee shall**:

   - Determine the need to execute an evacuation if nearby fire poses an immediate threat to the students or the building.

   - Notify the Fire Department by calling 911.

   - Notify the Superintendent's office and Student Services Department.

   - Notify students and staff when it is safe to return to the school site under the direction of the Fire Department and in consultation with the Superintendent or designee.

Power Outage / Rolling Blackouts

IT IS THE DISTRICT'S INTENT THAT SCHOOLS WILL REMAIN OPEN DURING A POWER OUTAGE.

There are several stages of alerts that are being broadcast over the radio:

- STAGE 1 EMERGENCY indicates that the operating reserves in the real-time market are forecasted to be less than the California Independent System Operator (CAISO) Minimum Operating Reserves criteria.
- STAGE 2 EMERGENCY indicates that the operating reserves in the real-time market are forecasted to be less than five (5) percent.
- STAGE 3 EMERGENCY indicates that the operating reserves in the real-time market are forecasted to be less than 1.5 percent.

If the district is notified of a STAGE 3 EMERGENCY, possible-affected sites will be contacted as soon as practicable. Once notified, turn off PCs, monitors, printers, copiers, and lights when not in use or not needed. If you cannot turn off the whole computer, turn off the monitor and the printer. Shut off lights in unoccupied rooms. In spite of everyone's best effort to communicate, it is possible that an outage will occur with no notice to the district. To keep abreast of the daily situation, listen to 740AM (KCBS) radio station as you are driving into work for the status of the day.

PREPARING FOR AN OUTAGE

- ❑ Update each student's emergency card.
- ❑ Determine availability of portable lighting at site, i.e. flashlights & batteries.
- ❑ Find out that when power is lost, do emergency lights go on and do the "Exit" signs remain lit?
- ❑ Clear away materials and boxes from hallways and pathways.
- ❑ Check the school district's PG&E Block list to determine in which PG&E block your site is located. As a note, Block 50's power will not be interrupted.
- ❑ Ask your teachers to have alternative teaching methods and plans to be used at STAGE 3 only.
- ❑ Conduct a survey of your site for the classrooms and offices with no windows and prepare relocation plans.
- ❑ Plan alternative communication methods that suit your site, such as runners, cell phones, or radios.
- ❑ Develop a site plan such as a buddy system or chaperone, for restrooms or any other necessary leave during this period.
- ❑ Have flashlights & replacement batteries available for the restrooms and other locations with no windows.

- ❑ Ask your staff and students to have seasonal warm clothing available.
- ❑ Use surge protectors for all computer equipment, major appliances and electronic devices.
- ❑ If you have electric smoke detectors, use a battery-powered smoke detector as a back up.

DURING AN OUTAGE

- ❑ CONTACT MAINTENANCE & OPERATIONS IMMEDIATELY IF YOUR SITE IS EXPERIENCING A BLACKOUT.
- ❑ According to SBC (Telephone Company), phones connected directly to a phone jack will be operable. Phones that require power from an electrical outlet will not work.
- ❑ If an outage lasts more than 30 minutes, have pre-designated people walk through the campus and check on the status of individuals in each building.
- ❑ Use a buddy system when going to the restrooms.
- ❑ DO NOT USE barbeques, Coleman-type stoves, hibachis and other outdoor-cooking devices indoors.
- ❑ DO NOT USE candles or gas lanterns.
- ❑ Turn off PCs, monitors, printers, copiers, major appliances and lights when not in use or not needed. If you cannot turn off the whole computer, turn off the monitor and the printer.
- ❑ Shut off lights in unoccupied rooms.

The rolling outages should not last more than two hours and, with some preparation, business can be conducted as close to normal as possible.

If a power outage is prolonged, the principal should contact the Superintendent for directions (release students/staff, evacuation to another site, etc.).

Shelter-in-Place:

Shelter in Place may be directed should there be a danger in the community that could present a danger to the school community or a situation at the school that could harm students or staff if they are outdoors. Incidents could include gas leaks, chemical spills, mountain lions or a predator in the neighborhood.

When instructed or when an alerting system triggers a Shelter in Place:

- ❑ **SHELTER.** Go inside the nearest building or classroom and remain there. Lock the door. You are looking for enclosed protection from the outside. Teachers should quickly check halls and get students into classrooms. Teachers will keep all students in the classroom until the emergency is resolved or directed to evacuate by the Principal and/or Public Safety Responders.

- ❑ **SHUT.** Close all doors and windows. The tighter and more complete the seal the better. Close as many windows and doors between the outside and your shelter-in-place room as possible.

- ❑ **LISTEN.** Remain quiet to hear critical instructions from school officials.

    - o If there is no direction, continue instructional/work activities until the situation resolves or you are directed to do otherwise.

ADDITIONAL STEPS FOR TEACHERS AND STAFF IF APPROPRIATE:

- ❑ **Advise students to cover their mouth and nose with a damp cloth or handkerchief to protect from any airborne hazards.**

- ❑ **A school official (or student if no official present) should close all vents and turn off ventilation systems.** *The goal is to keep inside air in and outside air out. Air conditioners and heating systems bring outside air in.*

- ❑ **Turn off all motors and fans.** *Still, non-moving air is best. Turn off anything that creates wind, generates extra heat, or could generate sparks.*

- ❑ Advise students to remain sheltered until the "all-clear" signal is given by a school or local official.

Bomb Threat

THE PERSON RECEIVING THE BOMB THREAT WILL:

❑ Attempt to gain as much information as possible when the threat is received. Do not hang up on the caller.

❑ Use the **"bomb threat checklist"** form (attached) as a guide to collect the information needed. Don't be bashful about asking direct, specific questions about the threat. Keep the caller on the phone as long as possible. If the threat is received by phone, attempt to gain more information.

The most important information is:

❑ **When will the bomb explode and where is the bomb located?**

❑ Immediately after receiving the bomb threat, the person receiving the call will verbally notify the building administrator of the threat received. Complete the "bomb threat checklist" form (attached).

❑ Turn off cellular phones and/or walkie-talkie radios (transmits radio waves--could trigger a bomb).

BUILDING ADMINISTRATOR WILL (IF NECESSARY):

❑ Call 9-1-1. Give the following information:

✓ Your name
✓ Your call-back phone number
✓ Exact street location with the nearest cross street
✓ Nature of incident
✓ Number and location of people involved and/or injured

❑ Notify the Superintendent's Office and Student Services.

- ❑ Evacuate involved buildings using fire drill procedures. Principal must have the Superintendent's permission to evacuate the entire site.

- ❑ Implement a systematic inspection of the facilities to determine if everyone is out.

- ❑ Fire Department or Police Officers shall organize a search team to check for suspicious objects; a bomb can be disguised to look like any common object. Site employees should be ready to assist as needed.

- ❑ Maintain an open telephone line for communications.

- ❑ Secure all exits to prevent re-entry to buildings during the search period.

- ❑ Be certain people stay clear of all buildings; a bomb(s) may be planted against an outside wall. The blast will be directed in large part away from the building.

- ❑ Re-occupy buildings only when proper authorities give clearance

BOMB THREAT REPORT FORM
ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

School:	Time Call Received:	Call Taken By:
Date:	Time Caller Hung Up:	Title:
	Caller ID Info (*69)	

Questions to Ask:	Exact Wording of Threat: "						
1. When will the bomb explode?	**Caller's Voice:** (circle all that apply)				**Caller's Language:** (circle all that apply)		**Backg** (circ
2. Where is the bomb right now?	Calm	Nasal	Deep Breathing	Cracking Voice	Well Spoken	Educated	Street No
3. What does it look like?	Angry	Stutter	Disguised	Accent	Foul	Message Taped?	Voices
4. What kind of bomb is it?	Excited	Lisp	Serious	Used Slang	Message Read?	Young (child)	Music
5. What will cause it to explode?	Slow	Raspy	Incoherent	Joking	Young (adult)	Middle Aged	Motor
6. Did you place the bomb?	Rapid	Deep	Slurred	Distinct	Old		Factory
7. Why?	Soft	Ragged	Clearing Throat	Normal	**Caller Demographics** (Circle One)		Animal N
8. How did the bomb get in the school?	Loud	Laughter	Crying	Frightened	Male	Female	Unknown / Static
9. Where are you calling from?	If voice is familiar, who did it sound like?				Approximate Age:		Long Distance
10. What is your name, address, phone?	**Other Observations:**						
	Have this information ready before calling 911.						

Intruder on Campus

The campus intruder is defined as a non-student or a student on suspension who loiters or creates disturbances on school property. Intruders are committing the crime of Criminal Trespass. Dangerous and/or concealed weapons are forbidden on school premises unless carried by law enforcement officers.

Low Level:

- ❑ Have the person(s) under suspicion kept under constant covert surveillance.
- ❑ Approach and greet the intruder in a polite and non-threatening manner.
- ❑ Identify yourself as a school official.
- ❑ Ask the intruder for identification.
- ❑ Ask them what their purpose is for being on campus.
- ❑ Advise intruder of the trespass laws.
- ❑ Ask the intruder to quietly leave the campus or invite him/her to accompany you to the office.
- ❑ If the intruder refuses to respond to your requests, inform him/her of your intention to summon law enforcement officers.
- ❑ If the intruder gives no indication of voluntarily leaving the premises, notify Police and Administration.

If Intruder(s) are on playground or grounds at brunch or lunch time:

- ❑ Outdoor Supervisors should notify the office by radio and move all students into cafeteria/gym/classrooms unless otherwise directed.
- ❑ Lock exit doors to the cafeteria/gym.
- ❑ Spread SHELTER IN PLACE or LOCKDOWN alarm throughout the rest of school as appropriate.

Hostage Situation

Staff and students should sit quietly if the situation is in their presence. TRY to remain calm. Staff should set the example if the armed intruder is in their presence by doing anything possible for the staff member and students to survive. If gun fire starts, staff and students should seek cover or begin rapid movement procedures.

- ❑ .**Do not engage in a conversation or try to persuade the intruder to leave your classroom or school.** Remember, you are in an illogical situation so any logical argument may go unheard. The intruder is probably aware of the potential danger that he/she would be facing if he/she left the classroom. The intruder may perceive himself/ herself as being sane.

- ❑ If the intruder speaks to you or to your students, then answer him or her. **Do not provoke him or her.** Don't try to take matters into your own hands. Students should be told not to whisper to one another, laugh, or to make fun of the intruder. Remember, the intruder is disturbed and probably mentally ill, and more than likely paranoid. Any whispering or laughter may be perceived by the intruder as directed at him or her.

- ❑ .Students should be taught to respond on their own when threatened. Incidents can occur which leave no time for signals. If students are outside unable to find access to a room, they should, depending on the situation, initiate Action "**TAKE COVER**" position or run in a zigzag fashion to the staging areas and **STAY CALM**.

- ❑ If and when possible, call Administration and/or 9-1-1.

Lockdown:

A Lockdown Alert is sounded if **there is a sniper, armed intruder or active shooter on campus**. Staff members have a very limited amount of time in which to commit to a course of action. Immediately assess both the situation and the surrounding environment and responds to the situation based upon the Lockdown Training™ and drills. This is also true for your students who may need to become resources for substitutes or who are alone when an event occurs.

Remember, the Lockdown response is a partnership with local law enforcement.

Immediate actions should include:

- ❑ Students and staff go into classrooms/buildings or run to off-site evacuation areas.
- ❑ LOCKDOWN includes building door barricades, internal barricades, covering windows and turning off/dimming lights.
- ❑ Notify administration
- ❑ Call 9-1-1 if you know the location of the shooter, the description or identity of the shooter or if you need medical direction for a victim.
- ❑ Administration notifies the Superintendent

Intermediate activities:

Place a red card under the door/in a window if you have a serious injury in the classroom.

- ❑ Take roll
- ❑ Conduct anxiety-reducing activities

Evacuation:

- ❑ Prepare students and yourself for a quick evacuation
- ❑ Follow directions of law enforcement when they arrive

Poisoning, Chemical Spills, Hazardous Materials

POISONING:

If a student ingested a poisonous substance:

- ❑ Call Poison Control Center Link Line 1-800-222-1222. Take appropriate first aid measures.
- ❑ Call parents.
- ❑ Notify the Health Services Office.

Following any emergency, notify:

- **District Superintendents' Office at (408) 928-6822**
- **MOT at (408) 928-6986 or (408) 928-6859 between 7:30am-4:30pm. After 4:30pm, call (408) 687-2344**
- **Student Services at (408) 928-6945**

CHEMICAL SPILL ON SITE:

The following are guidelines for Chemical Spills:

- ❑ Evacuate the immediate area of personnel
- ❑ Determine whether to initiate Shelter In Place Protocol
- ❑ Secure the area (block points of entry)
- ❑ Identify the chemical and follow the procedures for that particular chemical.
- ❑ Notify the District Office.

CHEMICAL SPILL OFF SITE INVOLVING DISTRICT EQUIPMENT/PROPERTY

Call and notify the following District Office contacts:

- **(408) 928-6986 or (408) 928-6859 during 7:30am-4:30pm for MOT**
- **(408) 687-2344 after 4:30pm for MOT**
- **(408) 928-6822 for the Superintendent's Office**
- **(408) 928-6945 for Student Services**

with the following information:

✓ Date, time, and exact location of the release or threatened release

✓ Name and telephone number of person reporting

✓ Type of chemical involved and the estimated quantity

✓ Description of potential hazards presented by the spill

✓ Document time and date notification made

✓ Other emergency personnel responding (Highway Patrol, CALTRANS, etc.)

❑ Locate a fire extinguisher and have present, should the need arise

❑ Place reflective triangles or traffic cones if in street or highway. DO NOT LIGHT FLARES!

❑ If spill response equipment is available use it to take the necessary measures to prevent the spill from spreading.

Reporting Chemical Spills

Once an emergency spill response has been completed, the person reporting the initial spill must complete a SPILL RESPONSE EVALUATION. The incident must be reported to the Superintendent WITHIN 24 HOURS OF THE SPILL.

Spill Clean Up

Chemical Spills may not be cleaned up by school personnel. Call and notify the following District Office contacts:

(408 928-6986 or (408) 928-6859 during 7:30am-4:30pm for MOT

(408) 687-2344 after 4:30pm for MOT

(408) 928-6822 for the Superintendent's Office

(408) 928-6945 for Student Services

The cleanup will be coordinated through a designated contractor.

HAZARDOUS SUBSTANCES

Hazardous Substances include the following, but is not limited to the following:

Gasoline	Lacquer Thinner
Solvents	Paint
Motor Oil	Agricultural Spray
Diesel Fuel	Paint Thinner
Kerosene	Stain
Anti-Freeze	Break Fluid
Airborne Gases/Fumes	

Always call for assistance and:

❑ Extinguish all ignition sources

❑ Shut off main emergency switch to fuel pump, if appropriate

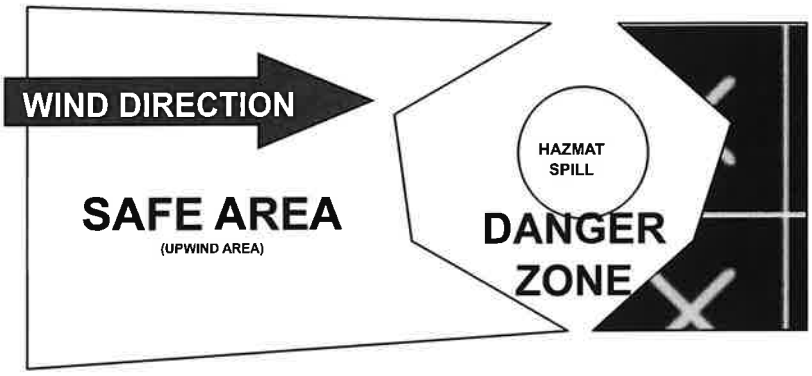
❑ Move appropriate fire extinguishing equipment to area

❑ If possible, contain the spill to prevent further contamination

❑ Move people/personnel away or evacuate from contamination area

If the spill is too great to handle, contact the MOT and following departments at:

- **(408) 928-6986 or (408) 928-6859 between 7:30am-4:30pm and after 4:30 p.m. call (408) 687-2344**
- **(408) 928-6822 for the Superintendent's Office**
- **(408) 928-6945 for Student Services**



Staff and students will evacuate the area immediately, if appropriate. **Move uphill, upwind, upstream if possible.**

VEHICLE FUEL SPILL

When a spill has occurred, the first thing to do is to keep the situation from worsening. Follow these steps:

❑ Shut off emergency switch

❑ Avoid skin contact

- ❑ Isolate the spill from people and vehicles by blocking all points of entry
- ❑ Stop and evaluate any hazards
- ❑ Prevent discharge into storm drains. Divert the flow by sealing off areas with absorbents. Prevent runoff. Use absorbent "socks" or "booms" to contain the spill
- ❑ Identify the source, estimated quantity spilled and stop further release(s) - IF IT CAN BE DONE SAFELY
- ❑ Take care of any injured
- ❑ Notify the District Office.
- ❑ If the spill is unmanageable, contact the Fire Department by calling 9-1-1

If, after attempted containment, the release still poses either a present or a potential threat, notify the California Office of Emergency Services and local emergency assistance organizations (fire, police, etc.). Give the following information:

- ❑ Date, time, and exact location of the release
- ❑ Name and telephone number of persons reporting the release
- ❑ The type of fuel spilled and the estimated quantity
- ❑ Description of potential hazards presented by the fuel spill
- ❑ Document the time and date notification was made and the information provided

Emergency Evacuation Routes and Procedures

In an Emergency Building Evacuation all employees will:

- ❑ Upon emergency alert, secure work area and depart/report to assigned area.
- ❑ Perform duties as pre-assigned by the Principal in cooperation with emergency services personnel.
- ❑ DO NOT re-enter the building without permission or request of emergency service authorities.
- ❑ Remain in the general assembly areas and calm students if not assigned her duty.
- ❑ When signaled to re-enter safe areas of the school, quickly do so.
- ❑ Upon safe re-entry, report anything amiss to the Operations Chief.

In an Emergency Building Evacuation teachers will also:

- ❑ Upon alert, assemble students for evacuation using designated routes and account for all students.
- ❑ Secure room.
- ❑ If possible, leave a note on the door advising where the class evacuated to if other than the standard assembly area.
- ❑ Upon arrival at the assembly area, account for all students.
- ❑ Secure medical treatment for injured students.
- ❑ Report any students missing or left behind because of serious injuries.
- ❑ Stay with and calm students.
- ❑ If signaled to re-enter school, assure students do so quickly and calmly. Account for all students.

- ❑ Check room and report anything amiss to the Team Leader and/or Operations Chief.

- ❑ Debrief students to calm fears about the evacuation.

Emergency Campus Evacuation

If it is necessary to evacuate the entire campus to another school or relief center, the Principal will:

- ❑ Notify the Superintendent of the Campus Evacuation.

- ❑ Cooperate with emergency authorities in enlisting students/staff with cars to help transport evacuees.

- ❑ Direct the evacuation, assure all students/staff are accounted for as they depart and arrive.

Medical Emergencies

Calmly and carefully, assess the medical emergency you are faced with. Take only those measures you are qualified to perform.

You should always wear latex or rubber gloves to prevent contact with bodily fluids.

- ❑ Gently tilt the head back and lift the chin to open the airway.
- ❑ Pinch the nose closed.
- ❑ Give two slow breaths into the mouth.
- ❑ Breathe into an adult once every five seconds, and for children or infants breathe gently once every three seconds.
- ❑ If you are doing the procedure correctly, you should see the chest rise and fall.

- ❑ Apply direct pressure to the wound.
- ❑ Maintain the pressure until the bleeding stops.
- ❑ If bleeding is from an arm or leg, and if the limb is not broken, elevate it above the level of the heart.
- ❑ If a limb appears to be broken, minimize any movement, but take what measures are necessary to stop the bleeding.

- ❑ Do whatever is necessary to keep the person's body temperature as close to normal as possible.
- ❑ Attempt to rule out a broken neck or back.
- ❑ If no back or neck injury is present, slightly elevate the person's legs.

- ❑ Stand behind the person.
- ❑ Place the thumb side of one of your fists against the person's abdomen, just above the navel and well below the end of the breastbone.
- ❑ Grasp your fist with your other hand, give an abdominal thrust.
- ❑ Repeat until the object comes out.
- ❑ If required, begin rescue breathing.

Triage Guidelines

Triage is defined as ***the sorting of patients into categories of priority for care based on injuries and medical emergencies***. This process is used at the scene of multiple-victim disasters and emergencies when there are more victims than there are rescuers trained in emergency care.

Incidents that involve large numbers of casualties, and have a delay in the response time of emergency medical services, require a special form of triage. The modified triage system that is in most common use is the S.T.A.R.T. (**S**imple **T**riage **A**nd **R**apid **T**reatment) Plan. In this plan, patients are triaged into very broad categories that are based on the need for treatment and the chances of survival under the circumstances of the disaster. These categories are listed below.

Highest Priority - RED TAG
1. Airway and breathing difficulties
2. Cardiac arrest
3. Uncontrolled or suspected severe bleeding
4. Severe head injuries
5. Severe medical problems
6. Open chest or abdominal wounds
7. Severe shock
Second Priority - YELLOW TAG
1. Burns
2. Major multiple fractures
3. Back injuries with or without spinal cord damage
Third Priority - GREEN TAG
1. Fractures or other injuries of a minor nature
2. Obviously mortal wounds where death appears reasonably certain
3. Obviously deceased

S.T.A.R.T. Plan Triage Checklist

This method allows rapid identification of those patients who are at greatest risk for early death and the provision for basic life-saving stabilization techniques.

Initial Contact

- Identify self, and direct all patients who can walk to gather and remain in a safe place. Tag these people **GREEN**
- Begin evaluating the non-ambulatory patients where they are lying.

Assess respiration (normal, rapid, absent)

- If absent, open airway to see if breathing begins
- If not breathing, tag **BLACK** (dead) DO NOT PERFORM C P R
- If patient needs assistance to maintain open airway, or respiratory rate is greater than 30 per minute, tag **RED** (attempt to use a bystander to hold airway open)
- If respiration is normal, go to next step

Assess perfusion (pulse, bleeding)

- Use the capillary refill test to check radial (wrist) pulse
- If capillary refill test is greater than 2 seconds, or radial pulse is absent, tag **RED**
- If capillary refill is less than 2 seconds, or radial pulse is present, go to next step.
- Any life threatening bleeding should be controlled at this time, and if possible, raise patient's legs to treat for shock (attempt to use a bystander to hold pressure/bleeding control)

Assess Mental Status (commands, movement)

- Use simple commands/tasks to assess
- If patient cannot follow simple commands, tag **RED**
- If patient can follow simple commands, they will be tagged **YELLOW** or **GREEN**
- This will depend on other conditions, where their injuries will determine the priority of **YELLOW** versus **GREEN** (i.e. multiple fractures would require a higher level of treatment than superficial lacerations)

Suicide

The publications of many organizations and governmental agencies contain advice for people who are faced with suicidal people. That advice is summarized below.

Do's

Listen — to what the person is saying and take her/his suicidal threat seriously. Many times a person may be looking for just that assurance.

Observe — the person's nonverbal behavior. In children and adolescents, facial expressions, body language, and other concrete signs often are more telling than what the person says.

Ask — whether the person is really thinking about suicide. If the answer is "YES," ask how she/he plans to do it and what steps have already been taken. This will convince the person of your attention and let you know how serious the threat is.

GET HELP — by contacting an appropriate Crisis Response Team member. Never attempt to handle a potential suicide by yourself.

STAY — with the person. Take the person to a CRT member and stay with that person for awhile. The person has placed trust in you, so you must help transfer that trust to the other person.

Don'ts

Don't — leave the person alone for even a minute.

Don't — act shocked or be sworn to secrecy.

Don't — underestimate or brush aside a suicide threat ("You won't really do it; you're not the type"), or to shock or challenge the person ("Go ahead. Do it"). The person may already feel rejected and unnoticed, and you should not add to the burden.

Don't — let the person convince you that the crisis is over. The moat dangerous time is precisely when the person seems to be feeling better. Sometimes, after a suicide method has been selected, the person may appear happy and relaxed. You should, therefore, stay involved until you get help.

Don't — take too much upon yourself. Your responsibility to the person in a crisis is limited to listening, being supportive, and getting her/him to a trained professional. Under no circumstances should you attempt to counsel the person.

Mass Casualty

In the event of a Mass Casualty Incident (MCI):

- ❑ Determine what the problem is and **call 9-1-1** for local emergency services.

  Note: A casualty is a victim of an accident or disaster.

- ❑ Identify the problem and give the school address.
- ❑ Site administrators decide whether or not to activate the School Site Disaster First Aid Team protocols (See School Site Disaster Plan).
- ❑ Determine if the problem will continue or if it is over.
- ❑ Notify the Superintendent's Office.
- ❑ School representatives will meet the Incident Command Officer (Fire Department or Police Official) who will determine the exact nature of the incident.
- ❑ Site administrators/First Responders will implement Mass Casualty Tracking Protocols as appropriate to the situation.
- ❑ Keep calm, reassure students.
- ❑ Fire Department will notify appropriate agencies for additional help.
- ❑ The Crisis Team will convene.
- ❑ Contact Superintendent to determine need to send students ho

Mass Casualty **PATIENT TRACKING SHEET**
Page_____

HOSPITALS: LGH – LOS GATOS
ECH – EL CAMINO
SUH - STANFORD
SJH - SAN JOSE
KSC – KAISER SANTA CLARA
STH – SANTA TERESA
OCH – O'CONNOR
GSH – GOOD SAMARITAN
VMC – VALLEY MED
SLH – STE. LOUISE Other

PARAMEDIC TAG #	VICTIM NAME	STUDENT ID #	TIME OF DEPARTURE	

Signed _____
Date _____

Bio Terrorism

Some characteristics of suspicious letters or packages include the following:

- ✓ Excessive postage
- ✓ Handwritten or poorly typed addresses
- ✓ Incorrect titles
- ✓ Title, but no name
- ✓ Misspellings of common words
- ✓ Oily stains, discolorations or odors
- ✓ No return address
- ✓ Excessive weight
- ✓ Lopsided or uneven envelop
- ✓ Protruding wires or aluminum foil
- ✓ Excessive security material such as masking tape, string, etc.
- ✓ Visual distractions
- ✓ Ticking sound
- ✓ Marked with restrictive endorsements, such as "Personal" or "Confidential."
- ✓ Shows a city or state in the postmark that does not match the return address.

- ❑ Do not shake or empty the contents of any suspicious envelope or package.

- ❑ Place the envelope or package in a plastic bag or some other type of container to prevent leakage of contents.

- ❑ If you do not have any container, then cover the envelope or package with anything (e.g., clothing, paper, trash can, etc.) and do not remove this cover.

- ❑ Then leave the room and close the door, or section off the area to prevent others from entering.

- ❑ Wash your hands with soap and water to prevent spreading any powder to your face.

- ❑ If you are at home, report the incident to the local police. If you are at work, report the incident to the local police and your site administrator.

- ❑ List all people who were in the room or area when this suspicious letter or package was recognized. Give the list to both the local public health authorities and law enforcement officials for follow-up investigations and advice.

- ❑ Do not try to clean up the powder. Cover the spilled contents immediately with anything and do not remove this cover.

- ❑ Leave the room and close the door or section off the area to prevent others from entering.

- ❑ Wash your hands with soap and water to prevent spreading any powder to your face.

- ❑ If you are at home, CALL 9-1-1 to report the incident. If you are at work, CALL 9-1-1 and your site administrator to report the incident.

- ❑ Remove heavily contaminated clothing as soon as possible and place in a plastic bag, or some other container that can be sealed. The clothing bag should be given to the emergency responders for proper disposal.

- ❑ Shower with soap and water as soon as possible. Do not use bleach or other disinfectant on your skin.

❑ If possible, list all people who were in the room or area, especially those who had actual contact with the powder. Give the list to both the local police and public health authorities so that proper instructions can be given for medical follow-up and further investigation.

(Examples: small devices triggered warning that air handling systems are contaminated, or warning that a biological agent is released in a public space.)

❑ Turn off local fans or ventilation units in the area.

❑ Leave the area immediately.

❑ Close the door or section off the area to prevent others from entering.

❑ Move upwind, uphill, upstream.

❑ If you are at home, report the incident to the local police. If you are at work, report the incident to the local police and your site administrator.

❑ Shut down air handling systems in the building if possible.

❑ If possible, list all people who were in the room or area, especially those who had actual contact with the powder. Give the list to both the local police and public health authorities so that proper instructions can be given for medical follow-up and further investigation.

DO NOT PANIC

Anthrax organisms can cause infection in the skin, gastrointestinal system, or the lungs. In order for this to happen, the organism must be rubbed into abraded skin, swallowed, or inhaled as a fine, aerosolized mist. Disease can be prevented after exposure to the anthrax spores by early treatment with the appropriate antibiotics. Anthrax is not spread from one person to another person.

For anthrax to be effective as a covert agent, it must be aerosolized into very small particles. This is difficult to do, and requires a great deal of technical skill and special equipment. If these small particles are inhaled, life-threatening lung infection can occur, but prompt recognition and treatment are effective.

Botulism infection is extremely rare, with fewer than 200 cases report in the U.S. each year. There are two forms of botulism which are associated with a terrorist act:

Foodborne Botulism

The bacterium is ingested with the contaminated food source.

Symptoms begin within 6 hours to 2 weeks, but most commonly between 12 to 36 hours after eating contaminated foods.

Double or blurred vision, drooping eyelids, slurred speech, difficulty swallowing, dry mouth, and a descending muscle weakness that effects the shoulders first, then upper arms, lower arms, thighs, calves, etc.

These symptoms may be preceded by gastrointestinal disorder such as abdominal cramps, nausea, vomiting, and diarrhea. Paralysis of the respiratory muscles will cause death unless the person is assisted by mechanical ventilation. Botulism toxin can occur naturally in undercooked food, but the frequency of this is extremely rare.

Inhalation Botulism

Inhalation botulism results from the inhalation of aerosolized toxin. A small amount of aerosolized toxin released into the wind can have a devastating effect on the surrounding population. Notwithstanding, inhalational botulism could be inflicted upon a more limited number of victims by introducing a contaminated object into an enclosed area such as inside of a building. The symptoms are indistinguishable form those of food borne botulism, except that the gastrointestinal signs sometimes associated with food borne botulism may not occur.

Botulism cannot be transmitted from one person to another. There is no vaccine for botulism treatment at this time. However, treatment consists of passive immunization with equine anti-toxins and supportive patient care.

Smallpox infection results from the variola virus. The disease was once worldwide in scope. Before people were vaccinated, almost everyone contracted the disease. The virus was effectively eradicated from the world in the late 1970's, and the World Health Organization recommended governments cease routine vaccinations in 1980.

Vaccination has proven effective in preventing the disease in exposed persons if administered within 4 days of exposure.

Smallpox is a highly contagious infectious disease that has a mortality rate of about 30%. Since the discontinuation of vaccination in the early 1980's, virtually no one is protected against the disease today. The U.S. government is currently working to address the need for vaccinations. There is no proven treatment should infection occur.

Chapter
8

Incident Command System Responsibilities for a School Disaster

Everyone at a school will have some responsibilities in an emergency based on their job, and some people will have additional responsibilities. Below is a short discussion of how the Standard Emergency Management System (SEMS) and the Incident Command System (ICS) can be adapted to your school.

Major Concepts and Components

Every emergency, no matter how large or small, requires that certain tasks be performed. In ICS, these tasks are called *Management, Planning, Operations, Logistics,* and *Finance/Administration.*

Under SEMS, the ICS team can be expanded or reduced, depending on the situation and the immediate needs. One person can serve more than one function.

Every incident needs a person in charge. In SEMS and ICS, this person is called the *Incident Commander* or *School Commander.*

No one person should be supervising more than seven people (the optimum number is five). This does not apply to the Student Supervision Team under *Operations*, however.

Common terminology:

All teachers and staff in the school should use the same words to refer to the same actions. The terminology should be known *before* a disaster. SEMS is a system that, when used properly, affords common terminology.

If the fire department or other responding agencies come on campus, they will coordinate better with the site's command structure if similar situations and actions are described with similar wording.

How ICS Functions

This system provides for an effective and coordinated response to multi-agency and multi-jurisdictional emergencies, to include multi-disciplines and

- Facilitates the flow of information within and between all levels of the system.
- Facilitates interaction and coordination among all responding agencies.
- Improves the processes of mobilization, deployment, tracking, and demobilization of needed mutual aid resources.
- Reduces the incidence of ineffective coordination and communications, and avoid duplication of resource ordering in multi-agency and multi-jurisdiction response actions.

Primary Incident Command System Functions:

Incident/School Commander (The "leader")

The Management Section is responsible for overall policy, direction, and coordination of the emergency response effort in the Emergency Operations Center (EOC) throughout the Alum Rock Union Elementary School District. The Management Section Staff is also responsible for interacting with each other and others within the EOC to ensure the effective function of the EOC organization.

Operations Section (The "doers")

The Operations Section is responsible for coordinating all operations in support of the emergency response and for implementing action plans. This section includes response teams that work toward reduction of the immediate hazard, mitigating damage, and establishing control and restoration of normal operations.

Planning/Intelligence Section (The 'thinkers")

The Planning and Intelligence Section is responsible for collecting, evaluating, and disseminating information; maintaining documentation; and evaluating incoming information to determine the potential situation in the not-too-distant future. This section also develops District EOC/Field action plans for implementation by the Operations Section.

Logistics Section (The "getters")

The Logistics Section is responsible for providing all types of support for the emergency response operation. This section orders all resources from off-site locations and provides facilities, services, personnel, equipment, transportation, and materials.

Finance and Administration Section (The "collectors")

The Finance and Administration Section is responsible for accounting and financial activities such establishing contracts with vendors, keeping pay records, and accounting for expenditures. This section is also responsible for all other administrative requirements and acts as the clearinghouse for documentation during the recovery phase.

Routine use of ICS facilitates seamless integration of ICS into larger emergencies operations as they evolve. The key to ICS is remembering to focus on the functions and where possible, delegate authority to staff essential functions to distribute the workload.

Unified Command Structure

Unified Command is a procedure used at incidents which allows all agencies with geographical, legal or functional responsibility to establish a common set of incident objectives and strategies, and a single Incident Action Plan. The use of Unified Command is a valuable tool to help ensure a coordinated multi-agency response. Unified Command procedures assure agencies that they do not lose their individual responsibility, authority, or accountability.

Unified Command is highly flexible. As the incident changes over time with different disciplines moving into primary roles, the Unified Command structure and personnel assignments can change to meet the need.

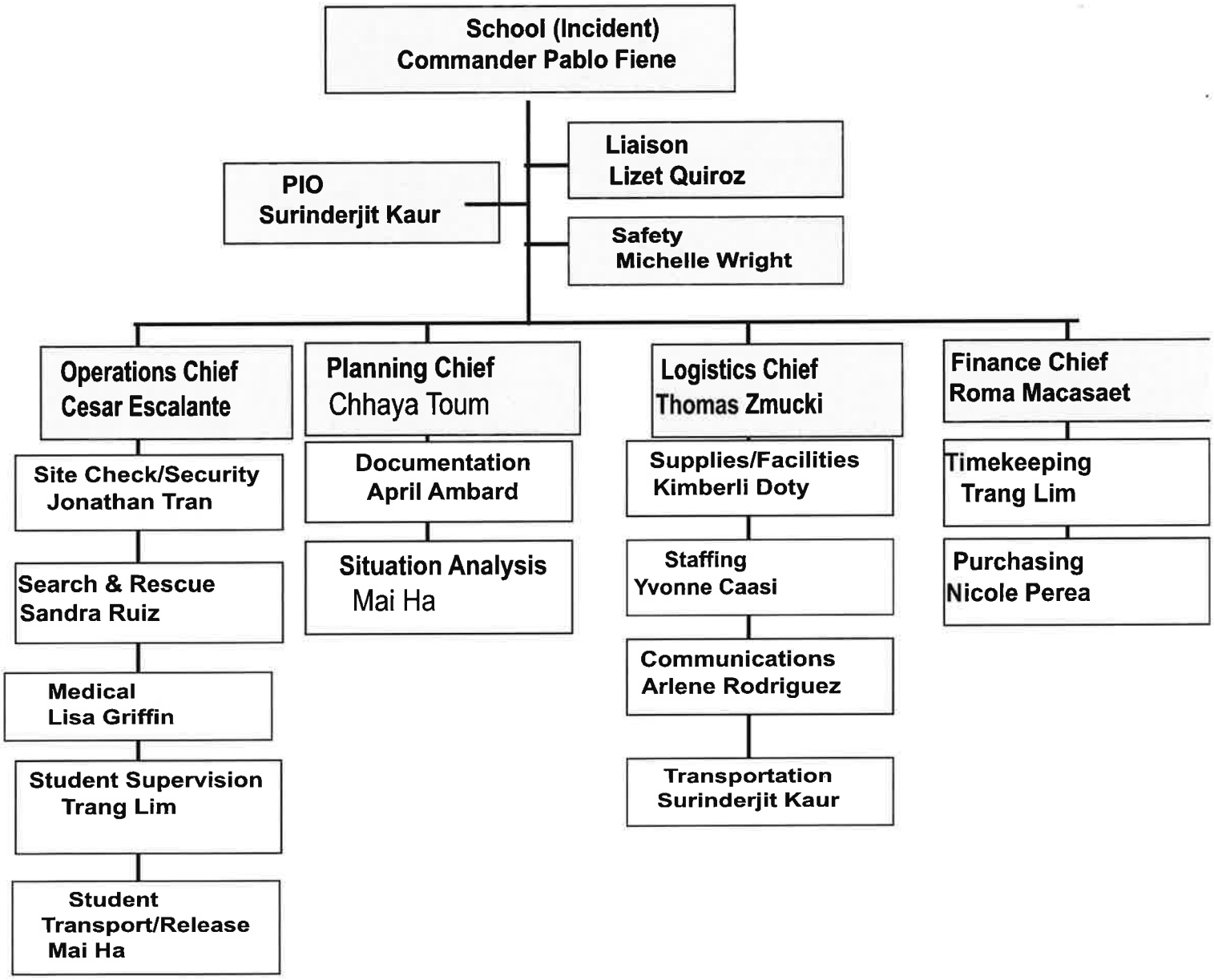
Advantages of using Unified Command

- One set of objectives is developed for the entire incident
- All agencies with responsibility for the incident have an understanding and are fully aware of joint priorities and restrictions.
- Duplicative efforts are reduced or eliminated, thus reducing cost and chances for frustration and conflict.

Pre-Designated Incident Facilities

- Staging Areas
- Command Posts
- Mass Care Centers
- Evacuation Centers

McCollam School ICS TEAM



Staging Areas

Command Posts

Primary: School Front Office

Secondary: Room C5

Mass Care Centers

Primary: School Cafeteria

Secondary: Blacktop Area

Evacuation Centers

On Campus: Grass area in the back of the school.

Off Campus: Save Mart at 3457 McKee Road, San Jose, CA.

Emergency Response Teams

Operations

Team	Team Leader:	Staff:
Security	Lizet Quiroz	Kristen Chien
Search & Rescue	Susan Brophy	Sally Skapinsky
Medical	Lisa Griffin	Trang Lim
Student Release	Mai Ha	Saba Siddiqi

Student Staging Area Teams:

Locations	Team Leader:	Staff:
Cafeteria	Christina Gonzalez	Mary Fuchs Renee Blatt
Blacktop	Roma Macasaet	Fatima Sy TJ Zmucki

Planning

Team	Team Leader:	Staff:
Documentation	April Ambard	Saba Siddiqi
Situation Analysis	Randi Ross	Elizabeth Blank

Logistics

Team	Team Leader:	Staff:
Supplies/Facilities	Kimberli Doty	Susan Brophy
Staffing	Laura Krepelka	Mai Ha
Communication	Surinderjit Kaur	Jountey Wade
Transportation	TJ Zmucki	Renee Blatt

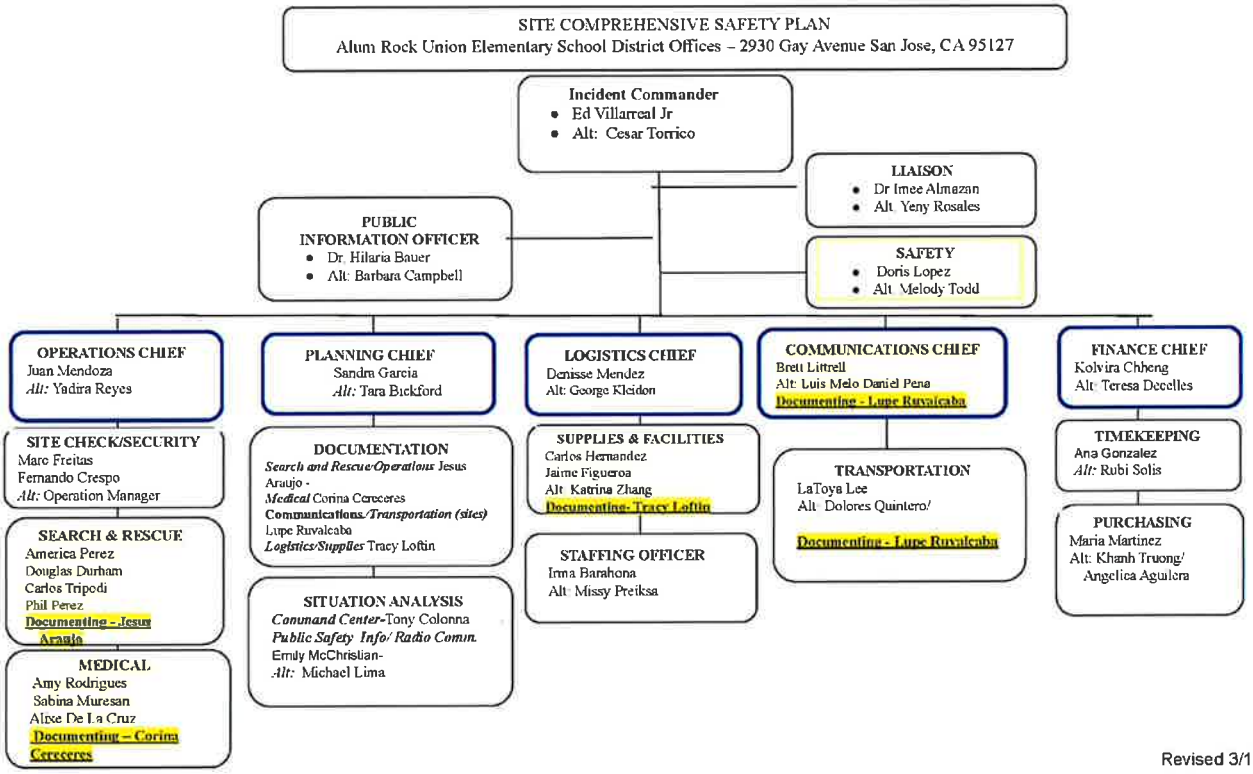
FINANCE

Team	Team Leader:	Staff:
Timekeeping	Sally Skapinsky	Nicole Perea
Purchasing	Cesar Escalante	Saba Siddiqi

District Emergency Directory

The Principals, Deans and District Office Administrators have the updated Confidential Emergency Call List which was electronically distributed in December 2023.

District Emergency Operations Center



Revised 3/12/24

Emergency Communications

When emergencies occur, communication is key to ensure appropriate parties are notified regarding the extent of the incident and what needs to be done. Below is a checklist as to how emergency communications may be conducted at your school.

Internal communications will be via:

- ❑ Public address systems.
- ❑ Emails.
- ❑ Message runner.
- ❑ District telephone/emergency radio to administration offices.

External communications will be via:

- ❑ The main communications network.
- ❑ News bulletins, as needed, by appointed personnel only.

In-district communications will be via:

- ❑ Telephone, if operable.
- ❑ District internal communications.
- ❑ Superintendent or designated Public Information Officer and/or Principal will release information to the news media and prepare necessary bulletins.

A Crisis Communications Center will need to be established to collect and release

information if the emergency is of a continuing nature.

Briefings/bulletins will be necessary in a continuing emergency, especially when school remains open.

- ❑ Use established communication channels to keep employees, students, parents, essential communicators and community informed.
- ❑ Keep secretaries briefed on situation changes and what to tell people who phone the School District.
- ❑ Hold briefings with employees, labor association leaders, Board President student leaders and other key communicators.
- ❑ Enact telephone tree in order to communicate updates.
- ❑ Prepare bulletins to distribute to employees, students, parents and essential communicators, as needed.
- ❑ Supply Superintendent's office and Student Services with a copy of each bulletin.

[redacted]

Only pre-assigned personnel will meet with the media in a designated area so as not to disrupt the educational process.

News media personnel are not to be on school grounds, except in designated areas. Staff is to report any news media personnel that appear elsewhere on campus.

Media Protocol

WHAT TO DO WHEN YOU RECEIVE A CALL OR REQUEST FROM THE PRESS!

Step 1: Contact The Superintendent's Office…

Ask a few preliminary questions to identify what information the reporter is requesting so you can better provide answers and information.

Step 2: Superintendent's Staff May Ask Clarifying Questions As Follows…

- *What is this about?*
- *Are you looking for specific data/information?*
- *What specific questions do you have regarding the topic?*
- *Do you have prepared questions you would like to email me?*
- *Have you already contacted the Superintendent about the topic?*
- *The Superintendent's office number is (408) 928-6822*
- *What is your deadline?*

Step 3: Notify The Superintendent…

Call the Superintendent at (408) 928-6822 to inform them that you have received a media inquiry and be ready to transmit any and all information you were able to get from the reporter.

Step 4: Final…

The Superintendent will coordinate with the individuals who need to be involved and will get back to you as to how to proceed. They will provide you with any necessary information or follow-up plans. DO NOT contact the reporter until you have spoken with the Superintendent's Office and they have directed you to do so. More often than not, media inquiries will be completed/finalized by the Superintendent's office.

Thank you,



Hilaria Bauer, Ph.D.
Superintendent

Site Comprehensive Safety Plan.

Alum Rock Union Elementary School District

Date	Priority (Circle one) **EMERGENCY** (Life Threatened) **URGENT** (Property Threatened) **ROUTINE** (All Others)		
Time			
TOO	Name	FROM	Name
	Title		Title
	Location		Location

Check One ☐Take Action ☐For Information ☐Other _____

Category	Number	Description
A.	#_____	**Fatalities**
B.	#_____Minor	**Injuries** **Minor:** In need of First Aid attention only
C.	# of Injured #_____Major	**Injuries (Ambulance)** **Major:** Unable to treat on site, i.e. airway & breathing difficulties, cardiac arrest, uncontrolled or suspected severe bleeding, severe head injuries, severe medical problems, open chest or abdominal wounds, severe shock.
	#___Moderate	**Moderate:** Burns, major multiple fractures, Back injuries with or without spinal cord damage
D.	**Circle one** Major	**Property Damages** **Major damage:** building collapse, building leaning, major ground movement causing large cracks in ground.
	Moderate	**Moderate damage:** Falling hazards present, hazard present (toxic/chemical spill, broken gas line, fallen power lines).
	Minor	**Minor damage:** Dislodged overhead air duct terminals, light fixtures, suspended ceiling grid, overhead mechanical systems and broken windows.
E.	**__Ambulance** **__PG&E**	**Resources Needed** **___ Other: (describe)**

__Other	

↑

Transmit only the data within the box above in 30-45 seconds. After transmission, wait for EOC's request to elaborate.

Additional Information:
Disposition:
Action Requested By: (Name) Time Action provided:

Media Contact Information

Television Stations	Telephone	Fax Numbers	Email
KPIX Channel 5	415-765-8610	415-765-8916	
KRON Channel 4	415-441-4444		4listens@kron4.com
KGO-TV/NBC-Channel 7	415-954-7777		ureport@kgo.tv.com
KQED TV Channel 9	415-864-2000	415-553-2456	
KNTV Channel 11	408-432-6221		newstips@nbcbayarea.com
KDTV Channel 14	415-538-8000		noticias14@univision.net
KTVU Fox 2	510-874-0400		newstips@foxtv.com
KSTS Channel 48	408-944-4848		noticierot48@telemundo.com / kstsnewsdesk@nbcuni.com
Radio Stations	**Telephone**	**Fax Numbers**	**Email**
KBAY FM/KEZR FM	408-287-5775	408-293-3341	
KGO AM	415-216-1300		producers@kgoradio.com
KLIVE AM	408-293-8030	408-995-0823	
KCBS	415-765-4112		kcbsnewsdesk@cbs.com
Newspapers	**Telephone**	**Fax Numbers**	**Email**
San Jose Mercury News	408-920-5446		crime@mercurynews.com
Milpitas Post	408-262-2454		postletters@bayareanewsgroup.com
Bay City News	510-251-8100		newsroom@baycitynews.com
La Alizanza	408-272-9394		rossana@alianzanews.com
LaOferta Review	408-436-7850	408-436-7861	frank@laoferta.com
El Observador	408-938-1700		angelica@el-observador.com

Recovery

It is critical to provide a mental health response for students, staff and parents after a crisis that has impacted a school. Often, this can be provided by district or local community resources.

Victims of a crisis experience a real need to return to normal, but normal as they once knew it is forever gone and changed. Counselors and crisis survivors find the concept of a "new normal" to be very reassuring and accurate.

One of the most important actions is simply to listen and allow victims to express his/her own needs and feelings. Encouragement and support, while avoiding judgmental remarks, is the goal.

When the needs of the victims exceed the immediate resources available to the school, Santa Clara County Mental Health and the agencies working under its umbrella is available to support schools.

Numerous agencies under the Santa Clara County Mental Health Department umbrella currently provide on-going mental health services to students and families both at schools and within the neighborhood communities. These services are provided by licensed therapists, social workers or supervised interns. The services typically involve a one-on-one or family-oriented approach requiring a different skill set than an emergency mental health response to a community or school crisis.

JOINT PROTOCOLS:

To best prepare for and manage the mental health recovery phase, faith-based, private and public school districts within San Jose, Santa Clara, Sunnyvale, Mountain View, Los Altos and Los Altos Hills and the Santa Clara County Department of Mental Health have agreed that:

(1) Schools and/or school districts require, as part of their Memorandums of Understanding with agencies and/or universities, all interns, therapists and mental health workers complete a crisis response training with the Santa Clara County Mental Health Department before reporting to their assigned campuses.

(2) In the event of a major crisis at a school site, or multiple school sites, the school district will determine if additional mental health support is required or anticipated. The District or School Logistics Officer or designee can notify the Ethnic Population Services Specialist at the Santa Clara County Mental Health Department. A licensed mental health representative will immediately be sent to the incident location to conduct an initial assessment and make recommendations to the school/district and Mental Health Department and its partnering agencies as to the requirements for a responding mental health team(s).

(3) The lead supervisor will work in concert with the school/district representative to help identify appropriate teams/agencies that can best address the needs of students, staff and families.

(4) The lead supervisor will work in concert with the school/district representative to ensure that teams have the correct credentials, provide appropriate triage services that do not compromise police/fire investigations and are rotated to avoid fatigue.

(5) In police, fire or district debriefings with school staff, parents and impacted students, a representative from the Santa Clara County Mental Health Department or one of the partnering agencies will be in attendance in order to make referrals for support services as required by the attendees.

Chapter

9

Appendices

Annual Emergency Awareness/ Preparedness Checklists & Forms

The following checklists highlight areas of school operations, maintenance, security, and personnel that may pose opportunities for risk reduction. Use this checklist as a proactive tool to generate awareness over the potential for terrorist acts, at a time when it is needed most.

The recommendations contained in this checklist are not intended to represent or to replace a comprehensive school security program. Such a program would include much more. Many of the procedures included in the checklist are routine in districts with full-time security operations. Whether your school district has full-time security coverage, or has minimal security resources, these recommendations may be used as a focal point around which to build an appropriately renewed sense of awareness.

The following forms are designed to use on an annual basis to meet emergency preparedness requirements. Districts may already have their own forms and can substitute those if desired.

McCollam School
Annual Site Awareness Checklist
2024 - 2026

Recommendation	Steps	Participants	Completed
Review employment screening policy & procedure	• Does your screening process include volunteers, cafeteria workers, mechanics, bus drivers, and security, in addition to educational staff? • Does your procedure allow for actual searches of courthouse records, rather than database searches, which are typically not accurate? • Do you searchers do Social Security Number traces to identify any out-of-state venues that should be checked? • Do your outside contracts use due-diligence screening procedures to check the backgrounds of their workers who regularly visit your school?		
Review the physical security of bus yards and garages; review transportation security in general	• Are vehicle garages alarmed, and are the alarms in working order? • Are fenced-in areas gated, locked, and adequately illuminated at night? • Do drivers do "pilot inspections" of their vehicles before placing them into service each day? Is this done again after each time the vehicle has been left unattended? • Are bus drivers equipped with two-way radios or cell phones? • Are drivers trained to be aware of and to report suspicious vehicles that appear to be following their busses during their routes? • Do drivers keep a student roster for each bus route, to include student name, address, primary and secondary emergency contact numbers, and medical authorization information?		
Review the adequacy of physical security in and around campus buildings	• Are alarm systems working and have they been tested? This should include main campus buildings as well as maintenance and storage facilities. • Are keys to campus and administration buildings adequately controlled?		

	• Are alarm pass codes changed when an employee leaves the school district? Make sure codes are not shared. • Is exterior lighting working and is illumination adequate? • Is interior lighting (night lighting) working and is illumination adequate?		
Review access control procedures and heighten employee awareness	• Are doors that should remain locked from the outside during the day kept locked, and are these doors checked periodically to make sure they are secure? Train all employees to check these doors but consider assigning someone to check them as well. • Are staff members trained to approach and to "assist" strangers of any age who are observed in and on school property? Report those who have difficulty explaining their presence. • Has a visitor log and ID badge system been implemented?		
Train everyone to recognize and report suspicious activities on campuses.	• Are persons taking pictures or filming campus activities questioned about their authorization to do so? • Be alert for suspicious vehicles that seem to have no apparent purpose for being on campus, or, that come, go, and then reappear again. • Are specific individuals assigned to inspect the outside of campus buildings throughout the day, and to report unattended packages or vehicles near building perimeters? • Have you developed a plan to handle reports of suspicious activity? • Is everyone trained to report unattended or otherwise suspicious packages found inside campus buildings? Is this specific issue placed on routine checklists for maintenance and custodial personnel? • Do personnel know what to do if a suspicious package is found? • Have you considered a policy that requires staff and students to visibly identify backpacks, book bags, briefcases and gym bags with luggage style ID tabs? • Are food services personnel trained to be aware of suspicious people in their food preparation area?		

	• When large attendance events occur on campus, are security measures in place and awareness levels heightened to assist in detecting suspicious acts?		
Implement a "tip-line" program that allows students, teachers, parents, staff, and other members of the school community to report issues anonymously, if they choose.	• Do you have a zero tolerance for verbal threats of any kind? • Do all members of the school community know that any threat, or information about a potential threat, must be reported? And, do they understand that there is no such thing as a threat intended as a joke? • Do students and staff know that they are responsible for informing the principal/site administrator about any information or knowledge of a possible or actual terrorist threat or act? • Have you communicated a hard stand on hoaxes intended to mimic terrorist acts? Do students know that these hoaxes are crimes in themselves?		
Work closely with local law enforcement and health officials.	• Have you made local law enforcement a partner in your district plans? • Are parking regulations, particularly fire zone regulations, strictly enforced? • Does local law enforcement have copies of building blueprints, to include ventilation system, and electrical plans? • Has local law enforcement been given the opportunity to conduct exercises on school property and on busses? • Have you determined contact protocol with local health officials if bio-terrorism is suspected?		
Train staff on identifying and handling suspicious packages and letters.	• Have you download and posted the FBI advisory (poster) regarding suspicious packages from www.fbi.gov? • Or, the US Postal Inspection Service poster on identifying suspicious packages from www.usps.gov? • Have you considered publicizing the availability of this information to others in the school community for personal use?		

McCollam School
Safety Plan Annual Emergency Plan Checklist
2024 - 2026

Site: **Site Checklist**
Submit To: **Student Services, Imee Almazan**

This is a checklist to help Principals organize and meet the site requirements mandated by the Emergency Preparedness Plan. It is recommended that each Principal appoint a Site Disaster Committee comprised of staff, PTA, and students (optional), to help carry out the tasks of this checklist.

Check	Requirement
_____	1. Read the District Disaster Plan, and know the responsibilities of the site manager
_____	2. Designate a second-in-command and a backup
_____	3. Orient staff to District Disaster Plan, review site procedures (staff meeting)
_____	4. Update site plan, assign staff responsibilities (complete staff roster sheet)
_____	5. Schedule necessary training (First Aid, CPR, Search & Rescue)
_____	6. Schedule drills: Fire, Earthquake, Lockdown, Communications
_____	**7.** Complete site map, post as required, and forward a copy to Student Services
_____	8. Complete Site Hazard Survey
_____	9. Complete Classroom Hazard Survey Summary
_____	**10.** Submit Classroom Hazard Survey Summary to Student Services
_____	Submit Classroom Hazard Survey Summary to Student Services
_____	11 Participate in test of District Radios
_____	12 Check battery-operated radios
_____	13 Check location and condition of 2 meter radio antennae and the base for installing the antennae if appropriate.
_____	14 Complete supplies and equipment inventory to include classroom emergency kits
_____	15 Order supplies and equipment as necessary
_____	16 Evacuation areas/alternative identified for all classes
_____	17 Communications to parents and students about disaster procedures

_____ District Student Release Policy _____ Emergency Information Cards

_____ 18 Complete Emergency I.D. Tags collected and put into Classroom Emergency Kits if appropriate.

_____ 19 Assess food supplies as applicable.

_____ 20 Meet with child care provider and coordinate disaster preparedness plans

_____ 21 Identify hospitals and clinics in school's area that have back-up emergency power that would be able to handle casualties in an emergency.

Principal's Signature Date

McCollam School
Annual Site Hazard Survey
2024 - 2026

Site Hazard Survey I

Principals are required to conduct an annual Site Hazard Survey. (Please put N/A by any items that are not applicable.)

The purpose of the Site Hazard Survey is to check for safety hazards outside of the classroom. The survey shall include evaluation of interior and exterior portions of buildings as well as school grounds.

The Site Hazard Survey shall include assessment of the following areas.

- ❒ 1. Proximity of toxic, flammable, corrosive, chemically, or reactive materials
- ❒ 2. Proximity of high voltage power lines has been considered in establishing the site evacuation plan
- ❒ 3. Likelihood and possible effects of flooding or landslides
- ❒ 4. Probably safety of evacuation areas after an earthquake; proximity of gas, water, and sewer lines, or sprinklers
- ❒ 5. Water heaters are strapped
- ❒ 6. Objects that restrict people from moving to a safe place (tables an desks in hallways) etc.
- ❒ 7. Janitorial areas: storage of tools and cleaning chemicals (keep a 3 foot clearance in front of all electrical panels)
- ❒ 8. Storerooms: heavy items stored on high shelves, shelving secured (keep 3 foot clearance in front of all electrical panels)
- ❒ 9. All computers and peripherals should be situated so as not to create a tipping hazard
- ❒ 10 Machine shop and woodshop: equipment should be bolted down
- ❒ 11. Large and heavy office machines: restrained and located where they will not slide, fall off computers, or block exits
- ❒ 12 Sound system speakers and spotlights: secure

- ❒ 13 Compressed gas cylinders: secured top and bottom with a safety chain
- ❒ 14 Weight room/motor development room equipment: racks anchored and weights properly stored
- ❒ 15 Laboratory chemicals on shelves: restrained

McCollam School
Annual Site Hazard Survey II
2024 – 2026

GENERAL GUIDELINES	OK	Needs Attention	Comments
CAMPUS			
Signs Posted, Controlled Access			
Traffic review, parking, fire lanes			
Adequate surfacing, lighting			
Safety Plan			
Required Postings			
ASSEMBLY ROOMS			
Exits clear, exit & emergency lights			
Floors, seating maintained			
Stage: clean, clear exits, wiring			
Kitchen: clean, safe food storage			
ATHLETIC FACILITIES			
Bleachers, fences, backstops			
Stairs, ramps, walkways, gates			
Surfacing in common areas			
Equipment			
INDUSTRIAL ARTS			
All guards, shields, covers in place			
Aisles clear, material storage			
First aid kits; eye wash operable			
Dust collection/housekeeping			

Compressed gas cylinders secure			
Protective equipment, safety training			
Safety signs posted, enforced			
SCIENCE ROOMS			
Hazardous material storage			
Adequate ventilation, fume hoods			
Eyewash, gas shut-off			
Safety training			
Safety signs posted, enforced			
EMERGENCY PREPAREDNESS			
Fire extinguishers checked monthly			
Fire and Earthquake drills conducted			
First Aid Equipment in place			
Evacuation routes posted			
Staff Training on Emergency Procedures			

McCollam School
Annual Classroom Hazard Survey
2024 - 2026

Nonstructural hazards are caused by the furnishings and nonstructural elements of a building. Anything that does not actually hold the building up is nonstructural, including floors, ceilings, windows, and all furnishings. In California schools, nonstructural hazards represent the greatest threat to the safety of students and staff. Eliminating these hazards can reduce injuries significantly.

Each Fall, every teacher shall assess his/her classroom for hazards and correct any he/she can; items he/she cannot correct will be submitted to the principal on this Form by November 30th. The principal shall submit a completed copy of the school needs with the principal's checklist to Student Services by December 18th.

ROOM NUMBER	
Deficiencies to be corrected by maintenance staff:	
Free standing shelves over 4 feet tall secured to floor or wall	
File cabinets bolted to wall	
File cabinet drawers have latches	
Paints and chemicals restrained on shelves	
Wall-mounted objects are secured	
Sound system speakers are secured to building	
TV securely fastened to platform or cart	
Deficiencies to be corrected by school personnel:	
Heavy objects removed from high shelves	
Aquariums located on low counter or restrained	

Computers fastened to work station	
Desks and tables cannot block exits	
Cabinets or equipment on wheels cannot block doorway	

McCollam School
Safety Plan Annual Drill Report
2024 - 2026

Date	Time		Please place a ✓ below for which drill has been completed.					Principal's Signature
	Start	End	**Radio Communic at-ions**	**F i r e**	**E a r t h q u a k e**	**Lock down**	**Other Drills**	

McCollam School
ANNUAL DISASTER SERVICE WORKER SURVEY

General Information		
1. Name		
2. Position		
3. Location		
4. Work Phone/Ext.		
5. Home Phone		
Specialized Skills		
1. Bilingual?		If yes, Language(s):
2. CPR Certified?		If yes, Expiration Date:
		If no, are you willing to be trained?
3. First Aid Certified?		If yes, Expiration Date:
		If no, are you willing to be trained?
4. CERT (Trained?		If yes, Expiration Date:
		If no, are you willing to be trained?
5. Simple Triage/Rapid Assessment Trained?		If yes, Expiration Date:
		If no, are you willing to be trained?
Personal Responsibilities		
1. Children?		If yes, ages:
2. Special needs?		If yes, please describe:
2. Elderly parents?		Comments:
3. Pets?		Comments:
4. Other caregivers available?		Comments:
5. Other		
In an Emergency -- Confidential		

1. Anything you want us to know? Special Needs? Medications?	
2. Other:	

2024 - 2026
AMERICAN RED CROSS

RECOMMENDED EMERGENCY SUPPLIES FOR SCHOOLS

Drawn from lists created by the California Senate Select Committee on the Northridge Earthquake, Task Force on Education, August 1994

Introduction

What to Store
Begin with an analysis of the hazards of the area. Is your school threatened by tornadoes? Earthquakes? Is emergency assistance close at hand or would you have to wait for help if the entire community has been impacted? Do you think you will need tools for clearing debris? Remember that any school in the country could be locked down due to an intruder or gunfire in the area, so all schools should be prepared to have their students stuck inside the building for many hours. Similarly, all schools face the potential of a hazardous materials spill nearby, requiring the school to shelter-in-place with doors and windows closed and heating systems off. Adjust the supplies for extreme heat or cold temperatures. If your plan includes Search & Rescue teams for light search and rescue following an earthquake, tornado or other damaging event, stock supplies for the number of teams assigned.

Budget
Adjust the list, prioritizing for limited budget and storage space, if necessary. Develop a plan to phase in the supplies. Contact local service clubs and vendors for assistance.

How Much to Store
Make some planning assumptions. Do most of your students' families live nearby or do some of them commute long distances? Some schools could be cut off for days if a bridge or the main highway is blocked. If you determine that most of your students could be picked up in most emergencies within a day, then begin by stocking supplies for one day. Some schools plan that half their student body will be picked up by parents within one day, half the remainder within a day, and the remainder within another day; these schools stock supplies for 100% for day one, 50% for day two, plus 25% for day three. Other schools stock supplies for 3 days, the recommendation of many emergency management agencies. Remember to factor in the number of staff and other adults who may be on campus.

Storage
Determine where to store emergency supplies. Every classroom should have some supplies and there should be a cache of supplies for the whole school. Many schools in California and other states threatened by earthquakes use outdoor storage, anticipating the possibility of having to care for students outside the buildings. They use an existing building or a cargo container, also called a land-sea container, purchased, used and installed near the emergency assembly area. Schools with limited budgets and/or temperature extremes may opt to store their supplies in various caches throughout the school facility, primarily in locked closets or classrooms. Many schools stock supplies in (new) trash barrels on wheels. Do not store water in the barrels because it may leak and destroy everything else. Make sure that there are keys to ensure access to the supplies during an emergency, including access by programs such as day care and after-school events. Plan an annual inventory, replacing water and other items with limited shelf life as necessary.

Recommended Supplies
The following lists address classroom kits, supplies for the whole school and Search & Rescue gear.

Classroom Kit
- Leather Work gloves
- Latex gloves: 6 pairs
- Safety goggles: 1 pair
- Small First Aid kit
- Pressure dressings: 3
- Crow bar
- Space blankets: 3
- Tarp or ground cover
- Student accounting forms (blank)
- Student emergency cards
- Buddy classroom list
- Pens, paper
- Whistle
- Student activities
- Duct Tape: 2 rolls (for sealing doors and windows)
- Scissors
- Suitable container for supplies (5-gallon bucket or backpack)
- Drinking water and cups (stored separately)
- Toilet supplies (large bucket, used as container for supplies and toilet when needed, with 100 plastic bags, toilet paper, and hand washing supplies)
- Portable radio, batteries or other communication system
- Flashlight, batteries
- Push broom (if classroom includes wheel chairs)

Supplies for the Whole School: Water, First Aid, Sanitation, Tools, Food

Water
- ½ gallon per person per day times three days, with small paper cups

First Aid

- Compress, 4 x 4": 1000 per 500 students
- Compress, 8 x 10": 150 per 500 students
- Elastic bandage: 2-inch: 12 per campus; 4-inch: 12 per campus
- Triangular bandage: 24 per campus
- Cardboard splints: 24 each, small, medium, large
- Butterfly bandages: 50 per campus
- Water in small sealed containers: 100 (for flushing wounds, etc.)
- Hydrogen peroxide: 10 pints per campus
- Bleach, 1 small bottle
- Plastic basket or wire basket stretchers or backboards: 1.5/100 students
- Scissors (paramedic): 4 per campus
- Tweezers: 3 assorted per campus
- Triage tags: 50 per 500 students
- Latex gloves: 100 per 500 students
- Oval eye patch: 50 per campus
- Tapes: 1" cloth: 50 rolls per campus; 2" cloth: 24 per campus
- Dust masks: 25 per 100 students
- Disposable blanket: 10 per 100 students
- First Aid books: 2 standard and 2 advanced per campus
- Space blankets: 1 per student and staff
- Heavy duty rubber gloves: 4 pairs

Sanitation Supplies (if not supplied in the classroom kits)

- 1 toilet kit per 100 students/staff, to include:
- 1 portable toilet, privacy shelter, 20 rolls toilet paper, 300 wet wipes, 300 plastic bags with ties, 10 large plastic trash bags
- Soap and water, in addition to the wet wipes, is strongly advised.

Tools per Campus

- Barrier tape, 3" x 1000": 3 rolls
- Pry bar
- Pick ax
- Sledge hammer
- Shovel
- Pliers
- Bolt cutters
- Hammer
- Screwdrivers
- Utility knife
- Broom
- Utility shut off wrench: 1 per utility

Other Supplies

- Folding tables, 3' x 6': 3-4
- Chairs: 12-16
- Identification vests for staff, preferably color-coded per school plan
- Clipboards with emergency job descriptions
- Office supplies: pens, paper, etc.
- Signs for student request and release
- Alphabetical dividers for request gate

- Copies of all necessary forms
- Cable to connect car battery for emergency power

Food

- The bulk of stored food should be easy to serve, non-perishable and not need refrigeration or heating after opening. Food is generally considered a low priority item, except for those with diabetes and certain other specific medical conditions. One method used by schools is to purchase food at the beginning of the school year and donate it to charity at the end of the year. A supply of granola bars, power bars, or similar food which is easy to distribute, may be helpful. Some schools store hard candy, primarily for its comfort value.

Search & Rescue Equipment

Training on how to do light Search & Rescue is required—contact your local fire department for information on whether such training is offered in your community.

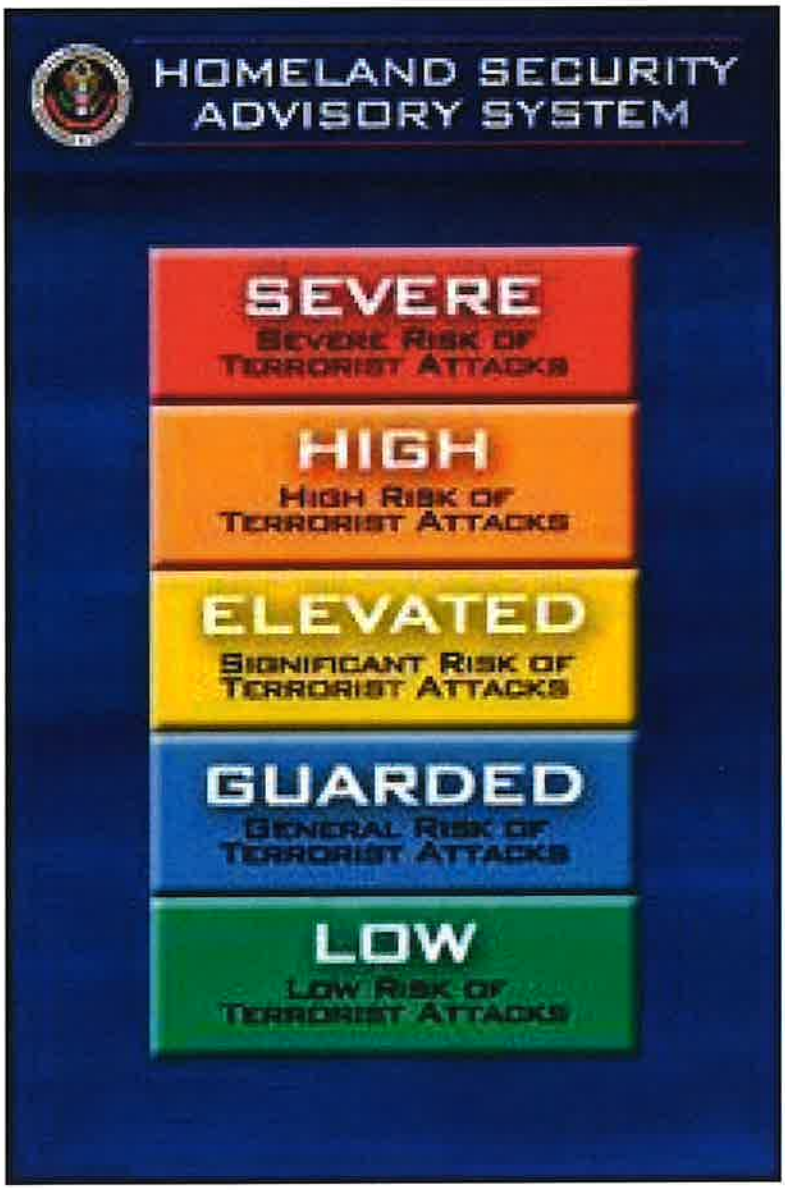
Protective Gear per S&R Team Member

- Hard hat, OSHA approved
- Identification vest
- Leather work gloves
- Safety Goggles
- Dust mask
- Flash light, extra batteries
- Duffel or tote bag to carry equipment

Gear per S&R Team

- Backpack with First Aid supplies
- Master Keys

Homeland Security Advisory System



Homeland Security Advisory System
(Adapted for Santa Clara County)

The Homeland Security Advisory System provides a comprehensive and effective means to disseminate information regarding the risk of terrorist acts to Federal, State, and local authorities and to the American people. This system provides warnings in the form of a set of graduated "Threat Conditions" that increase as the risk of the threat increases. At each Threat Condition, Federal departments and agencies would implement a corresponding set of "Protective Measures" to further reduce vulnerability or increase response capability during a period of heightened alert.

The following protective measures are general guidelines for schools. **In the event that the threat level increases to RED, school districts may or may not need to take specific protective action. The nature of the emergency will dictate the response.**

Threat Conditions and Recommended Protective Measures

The following Threat Conditions each represent an increasing risk of terrorist attacks. Beneath each Threat Condition are some suggested protective measures. Each school district is responsible for developing and implementing appropriate specific emergency plans.



This condition is declared when there is a low risk of terrorist attacks. The following general measures should be considered in addition to any specific plans that are developed and implemented:

- Assign the responsibility for action to the School Emergency Manager to ensure all checklist items are completed.
- Refine and exercise as appropriate, school and district emergency plans.
- Train teachers and staff on the Homeland Security Advisory System and specific emergency plans.
- Assess school sites for proximity and vulnerability to potential terrorist targets (i.e. Commercial occupancies with potential hazards, utility companies, etc) updating plans as needed.
- Develop and implement security procedures, (Assign a member of the school staff to ensure that this checklist item is completed).
- Conduct routine inventories of emergency supplies and medical kits.
- Include a weekly check of the generator when applicable.
- Know how to turn off water, power, and gas to your facilities.
- Budget for security measures.
- Advise all personnel to report the presence of unknown suspicious persons, vehicles, mail, and other suspicious activities.

- Develop visitor identification and sign in procedures.
- Arrange for staff members to take a First Aid/CPR course.
- All school keys should include the provision for "Do Not Duplicate"
- Review and update the Emergency Call-in List.



This condition is declared when there is a general risk of terrorist attacks. All general measures listed in green alert conditions should be taken, and the following general measures should be considered, in addition to any specific plans that are developed and implemented:

- Communicate the change in threat level to all staff members.
- Check and test emergency communications, coordinate with all school sites and staff.
- Review and update emergency response procedures.
- Provide parents or guardians with any information that would strengthen a school's ability to respond to a terrorist threat.
- Mark keys with "Do Not Duplicate". (See Condition Green)
- Conduct routine perimeter checks of site, checking integrity of fencing, locks, and ensuring appropriate security signage is in place.
- Review and update emergency call-in list.
- Review current emergency communication plan to notify parents in times of emergency; disseminate information to families of students, staff, and faculty.
- Test your generator once per week.

YELLOW
SIGNIFICANT RISK OF TERRORIST ATTACK

An Elevated Condition is declared when there is a significant risk of terrorist attacks. All general measures listed in green and blue alert conditions should be taken, and the following measures should be considered, in addition to any specific plans that are developed and implemented:

- Communicate the change in threat level to all staff members.
- Review whether the precise characteristics of the threat require the further refinement of any current emergency plans.
- Implement, as appropriate, contingency emergency response plans.
- Identify and monitor government sources for warnings.
- Review mail handling, and delivery of packages procedure with staff.

- Consider escorts for building visitors.
- Check site for potential hazards such as unattended packages, unauthorized vehicles, or perimeter violations.
- Increase perimeter checks of site, check buildings for unattended packages, and report any suspicious activity or circumstances to law enforcement immediately.
- Test your generator once per week.



A High Condition is declared when there is a high risk of terrorist attacks. All general measures listed in green, blue, and yellow alert conditions should be taken, and the following measures should be considered, in addition to any specific plans that are developed and implemented:

- Communicate the change in threat level to all staff members.
- Identify the need for any additional security and coordinating efforts, if necessary, with your local Emergency Manager.
- Be alert to parent, staff, student concerns to determine when/how to communicate.
  a. Communication should focus on reassurance that school is a safe place
     i. Reminder – schools have existing safety plans
     ii. Reminder – schools practice their safety procedures
     iii. Reminder – schools have an outstanding ongoing working relationship with law enforcement and excellent communication networks.
- Evaluate school events and take additional precautions, if necessary.
- Consider assigning mental health counselors for students, staff and faculty, if needed.
- Discuss student's fears concerning possible terrorist attacks and offer available resources.
- Consider reducing site ingress and egress points to an absolute minimum.
- Refuse access to people who do not have identification or a legitimate need to enter the site.
- Inspect all deliveries; restrict parking near buildings, and report suspicious vehicles to local law enforcement.
- Consider parking controls or special restrictions at all sites
- Test your generator once per week.



A Severe Condition reflects a severe risk of terrorist attacks. **Under most circumstances, the protective measures for a Severe Condition are not intended to be sustained for substantial periods of time. The Santa Clara County Emergency Operations Center, located at 4985 Broader Blvd. Dublin, will be occupied initially during the first 24 hours** of a RED threat level. (Continued operation will be determined on an as-need basis.)

The Santa Clara County Office of Education will provide staff at the **Santa Clara County Office of Emergency Operations Center** to serve as a communication link and information clearinghouse to all districts in the county. Information will be disseminated as warranted through mass e-mail, telephone, or via amateur radio to the identified School Emergency Managers in each district.

All general measures listed in green, blue, yellow, and orange alert conditions should be taken, and the following measures should be considered, in addition to any specific plans that are developed and implemented:

[redacted]

- Make contact with your day-to-day local Emergency Manager or assigned contact to ensure a reliable line of communication during the red level.
- Test communication lines - including e-mail link to ACOE, telephone lines, or amateur radio.
- Make sure cellular phone is charged and ready along with adequate batteries for AM/FM radios, pagers, etc.
- Communicate the change in threat level to all staff members.
- Monitor e-mails and telephone calls from the ALCO EOC for updates during crisis.
- Gather and provide related information to students, staff and parents.
    A. review communication guidelines under Orange Threat Level
    B. reminder – In the event of a RED threat level, school districts have a direct communication link via amateur radio to the Santa Clara County Emergency Operations Center. They receive timely, accurate information, from which to make decisions affecting the safety and welfare of students.
- Assess the threat condition on a regular basis and evaluate whether any further protective measures are needed.
- Consider canceling special events.
- Consider closing campuses, if necessary.
- Maintain close contact with your local Emergency Manager.
- Monitor all deliveries and mail to your buildings.
- Provide security for parking lots; deploy personnel to observe and report to Law Enforcement to protect facility.
- Be prepared to Evacuate, Lockdown, or Shelter in Place if ordered.
- Ensure mental health counselors are available for students, staff and faculty.

Listed below are websites that provide additional information.

http://www.ready.gov	Disaster Preparedness Information
http://:www.whitehouse.gov	White House
http://:www.dhs.gov	Federal Department of Homeland Security
http://:www.nasponline.org	National Association of School Psychologists
http://www.fema.gov/	Federal Emergency Management Agency
http://www.oes.ca.gov/	California Office of Emergency Services
http://www.bt.cdc.gov/	Centers for Disease Control and Prevention
http://www.fbi.gov/	Federal Bureau of Investigation
http://www.sccoe.org/	Santa Clara County Office of Education

Alum Rock
Union Elementary School District

2930 Gay Avenue
San Jose, CA 95127
Phone: (408) 928 – 6800
Fax: (408) 928 - 6423
Website: http://www.arusd.org/

SB 187
Comprehensive School Safety Plan

Renaissance Academy Fischer

1720 Hopkins Drive

San Jose, CA. 95122

(408) 928-1950

2024-2026

The Comprehensive School Safety Plan is designed to be utilized as a school resource for prevention/mitigation, preparedness, response and recovery planning and training as well as for meeting the requirements for the annual Safety Plan Process under SB 187 and the National Incident Management System.

It is a living document to be updated as necessary to meet site, district and community needs, forms or requirements. **It is *NOT* intended to be a "grab and go" guide in an actual emergency.**

Table of Contents

SB 187: School Safety Plan 4

School Safety Planning Committee 6

Annual Safety Goals 7

Mandated Policies and Procedures 10

Child Abuse Reporting 11

Suspension and Expulsion Policies 15

Staff Notification of Dangerous Students 18

Sexual Harassment Policy 21

Procedures for Safe Ingress and Egress 24

School Discipline 28

Dress Code 31

Alum Rock Board Policy Bullying 33

Alum Rock Board Policy Nondiscrimination/Harassment 35

Alum Rock Board Policy Hate-Motivated Behavior 37

Routine and Emergency Disaster Procedures: Drills 41

Earthquake Drills 38

Fire Drills 40

Lockdown Drills 41

Routine and Emergency Disaster Procedures: Overview 44

The Basic Plan 44

Definitions: Incidents, Emergencies, Disasters 47

Earthquake Overview 49

Level of Response 50

Response Level Diagram 51

Emergency Phases 52

First Thing First 54

District and Parent Responsibilities for Students 56

Emergency Response Procedures 56

Basic Actions 56

Earthquake 59

Fire 61

Power Outage/Rolling Blackouts 63

Shelter-in-Place 65

Bomb Threat 66
Intruder on Campus 70
Hostage Situation 71
Lockdown 72
Poisoning, Chemicals Spills, Hazardous Materials 73
Emergency Evacuation Routes and Procedures 78
Medical Emergencies 81
Triage Guidelines 83
Suicide 86
Mass Casualty 87
Bio Terrorism 89
Incident Command System 95
Responsibilities for a School Disaster 98
Emergency Response Teams 98
Staging Areas 99
District Emergency Directory 100
District Emergency Operations Center 101
Media Contact Information 106
Recovery 107
Appendices 109
Annual Emergency Awareness/Preparedness Checklists & Forms 110
American Red Cross Recommended Emergency Supplies for Schools 120
Homeland Security Advisory System 124

SB 187: School Safety Plan

Individual schools in districts over 2,500 students must adopt a comprehensive school safety plan by March 1, 2000, and must review and update the plan every year thereafter. (Amended Ed. Codes 35294.1 & 35294.6)

Beginning July 1, 2000, each individual school must report on the status of its school safety plan, including a description of its key elements in the school accountability report card, and must continue to do so every July thereafter (Amended Ed. Code 35294.6)

The following guideline may be utilized to support the annual review and evaluation of the individual school safety plan. This guide will also provide a time line and related administrative tasks to provide a process to ensure compliance with the requirements of Senate Bill 187, Comprehensive School Safety Plan.

The guideline/checklist has been organized into two parts:

1. An assessment by the School Safety Planning Committee of the School Site Council, the School Site Council or equivalent of the school climate in relation to the current status of school crime committed on campus and at school related functions. Based on this assessment, safety goals will be set for the upcoming school year.

2. The annual review and evaluation of the school comprehensive safety plan which is certified by the members of the School Safety Planning Committee, the School Site Council President, and the school Principal before being presented to the Board of Trustees for final review and adoption. This review includes the following mandated components of Senate Bill 187:

    - Child Abuse reporting procedures
    - Policies pursuant to Education Code 48915(c) and other school-designated serious acts which would lead to suspension, expulsion, or mandatory expulsion recommendations
    - Procedures to notify teachers and counselors of dangerous students
    - Sexual Harassment Policy
    - Safe ingress and egress to and from school
    - Rules and procedures on school discipline in order to create a safe and orderly environment conducive to learning
    - Dress Code
    - Routine and emergency disaster procedures including natural disasters, human created disasters or power outages.

The written plan will be distributed and made available to all staff, students, parents, and the community to review in the school library and the main offices.

School Safety Planning Committee

The school site council is responsible for developing the school site safety plan or for delegating the responsibility to a school safety planning committee. Ed. Code 35294.1

The school site safety committee shall be composed of the following members: the principal or designee, one teacher who is a representative of the recognized certificated employee organization; one parent/guardian whose child attends the school; one classified employee who is a representative of the recognized classified employee organization; other members if desired. (Ed Code 35294.1)

Local law enforcement has been consulted (Ed. Code 39294, 1) other *local agencies, such as health care and emergency services, may be consulted if desired.* (Ed Code 39294.2)

Other members of the school or community may provide valuable insights as members of the School Safety Planning Committee. Additional members may include:

- A representative from the local law enforcement agency
- School Resource Officers
- Guidance Counselor
- Special Education Department Chairperson
- One or more key community service providers
- Student representative(s)
- Disciplinary team member
- Staff leaders
- Additional parent representatives

Renaissance Academy
Safety Plan Signature Page
2024 - 2026

The undersigned members of the Renaissance Academy Safety Planning Committee certify that the requirements for the SB 187 Safety Plan have been met.

Name and Role	Signature
Doug Kleinhenz Principal Representative School Site Council	
Anna Padilla-Lopez Parent Representative School Site Council	
Fabiola Duarte Parent Representative School Site Council	
Bertha Gomez Parent Representative School Site Council	
Maria Rodriguez Parent Representative School Site Council	
Karla Ramirez Parent Representative School Site Council	
Sarah Kretovics Other School Staff RepresentativeSchool Site Council	
Madelaine Derby Classroom Teacher Representative School Site Council	
Amalia Alvarez Classroom Teacher Representative School Site Council	
Skylar Victorio Classroom Teacher Representative School Site Council	
Law Enforcement Representative	#3688 SJPD

Annual Safety Goals

The School Safety Planning Committee shall make an assessment of the current status of school crime committed on campus and at school-related functions and of appropriate strategies and programs that will provide or maintain a high level of school safety. (Ed. Code 35924.2)

While the School Safety Planning Committee reviews school, district and community crime data trends such as the California Safe School Assessment, other data can bring value to the discussions. Such data may include:

- Mental Health Data
- State, District or Site Surveys (such as the Youth Risk Behavior Survey)
- Disciplinary Data
- Community Police Data

Data may be more valuable if disaggregated by gender, age, zip code, ethnicity, etc. Current trends should be reviewed as well.

Based on data analysis, the School Safety Planning Committee identifies one or two **safety-related goals for the next school year as well as the strategies and/or programs that will be used to meet those goals**. The objective is to provide meaningful goals in order to improve the campus climate.

The goals are reported, with the Safety Plan, to the Board of Trustees and are shared with the school staff and community.

In order to keep the goals as a safety focus for the school year, it is recommended that at least three brief meetings be held to review data and progress. The progress can be reported to the School Site Council, staff, parent groups and the Board of Trustees.

The year-end assessment should be completed in May and reported.

Renaissance Academy
Safety Plan Annual Goals
2024 - 2026

People and Programs GOAL 1: Increase students' sense of belonging/school connectedness.

Strategies/Action Steps:

- Students will be assigned to an advisor. Students will meet with their advisor on a daily basis.
- Time will be reserved during staff collaboration sessions to discuss methods and strategies for building strong relationships with students. This may include reading and discussing articles and analyzing research related to strong student teacher relationships.
- Provide adult visibility and supervision during the morning, brunch, lunch & after school
- Learner Led conferences for all students twice each school year. A third LLC will be scheduled for students who are at-risk or if it is requested by a student, parent, or staff.
- Facilitate student clubs: after school sports, yearbook, and student council.
- Student awards and recognitions: honor role, peacemaker awards, core value awards. Utilizing the weekly school announcements slide deck to profile the winners.

Measure:

- Twice each school year students will take the Panorama school survey. There are four scaled prompts embedded in this survey intended to gauge students' sense of belonging at school:

Prompt	Spring 2023 % favorable n=353	Fall 2023 % favorable n=343
I feel close to people at this school.	56%	62%
I am happy to be at this school.	58%	63%
I feel like I am part of this school.	55%	60%
The teachers at this school treat students fairly.	62%	67%

People and Programs GOAL 2: Increase students' sense of feeling safe at school.

Strategies/Action Steps:

- Community organizations (Alum Rock Counseling Center and Fresh Lifelines for Youth) will facilitate a series of life skills workshops through advisory classes.
- Renaissance staff will engage in community building and restorative justice focused activities.
- Through the cohort and advisory structure, we will work to establish a strong community in which all community members are respectful of one another.
- We will implement a restorative approach to misbehavior, conflict, and discipline related incidents.

Measure:

- Twice each school year students will take the Panorama school survey. There are five scaled prompts embedded in this survey intended to gauge students' sense of feeling safe at school:

Prompt	Spring 2023 % favorable n=353	Fall 2023 % favorable n=343
How safe do you feel when you are at school?	57%	63%
Been pushed, shoved, slapped, hit or kicked by someone who wasn't just kidding around?	70%	67%
Had mean rumors or lies spread about you.	64%	61%
Had sexual jokes, comments, or gestures made to you?	76%	73%
Been made fun of because of your looks or the way you talk?	62%	58%

- (% posted represent favorable responses)

Mandated Policies and Procedures

The School Safety Planning Committee has reviewed the site safety plan and made necessary updates and revision. The safety plan must include the following components: (Ed Code 35294.2)

Child abuse reporting consistent with Penal Code 11164.

Policies pursuant to Educational Code 48915 and other school-designated serious acts which would lead to suspension, expulsion or mandatory expulsion recommendations.

Procedures to notify teachers and counselors (amended Welfare and Institutions Code 827) of dangerous students pursuant to Education Code 49079.

A sexual harassment policy pursuant to Education Code 212.6

Procedures for safe entrance and exit of students, parents/guardians and employees to and from the school

The rules and procedures on school discipline adopted pursuant to Education Code 35291 and 35291.5 (5411-discipline) in order to create a safe and orderly environment conducive to learning at school.

If the school has adopted a dress code prohibiting students from wearing "Gang related apparel," the provisions of that dress code.

Routine and Emergency Disaster Procedures that include:

- Emergency and Disaster Preparedness Plan
- Fire Drills
- Bomb Threats
- Earthquake Emergency Procedure System
- Transportation Safety and Emergencies

As the team reviews the following mandated components, critical questions to review include:

- What is the policy or procedure?
- How are staff, students and/or parents notified that this policy exists?
- How are staff, students and/or parents notified relative to a specific incident?
- What staff/student training(s) have been completed?
- What additional trainings are needed?

Child Abuse Reporting

A. Definition of Child Abuse

Child abuse means a physical injury that is inflicted by other than accidental on a child by another person. Child Abuse also means the sexual abuse of a child or any act or omission pertaining to child abuse reporting laws (willful cruelty, unjustifiable punishment of a child, unlawful corporal punishment or injury). Child abuse also means the physical or emotional neglect of a child or abuse in out-of-home care.

1. Child Abuse

   a. Injury inflicted by another person.

   b. Sexual Abuse.

   c. Neglect of child's physical, health, and emotional needs.

   d. Unusual and willful cruelty; unjustifiable punishment.

   e. Unlawful corporal punishment.

2. Not Considered Child Abuse

   a. Mutual affray between minors

   b. Injury caused by reasonable and necessary force used by a peace officer:

      - To quell a disturbance threatening physical injury to a person or damage property
      - To prevent physical injury to another person or damage to property
      - For the purposes of self-defense
      - To obtain possession of weapons or other dangerous objects within the control of a child
      - To apprehend an escapee

B. Mandated Child Abuse Reporting

a. Mandated child abuse reporting is governed by the Child Abuse and Neglect Reporting Act, P.C. 11164.

b. Any child care custodian, health practitioner, or employee of a child protective agency who has knowledge of or observes a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse shall report the known or suspected instance of child abuse to a child protective agency by telephone and written report:

The telephone call must be made immediately or as soon as practicably possible by telephone.

AND

A written report must be sent within 36 hours of the telephone call to the child protective agency.

c. Any child care custodian, health practitioner, or employee of a child protective agency who has knowledge of or who reasonably suspects mental suffering has been inflicted on a child or his or her emotional well-being is endangered in any other way, may report such known or suspected instance of child abuse to a child protective agency.

d. When two or more persons who are required to report are present and jointly knowledge of a known or suspected instance of child abuse, and when there is agreement among them, the telephone report may be made by a member of the team selected by mutual agreement and a single report may be made and signed by the selected member of the reporting team. Any member who has knowledge that the member designated to make the report failed to do so, shall thereafter make such a report.

e. The intent and purpose of the law is to protect children from abuse. The definition of a child is any person under 18 years of age.

f. This entire section on Child Abuse was been taken from *California Laws Relating To Minors* manual.

C. Sexual Activity

Child abuse laws change from time to time. Should you suspect that a student is engaged in unlawful sexual activity, please consult with the school social worker and campus officer to determine if particular provisions under this section are current and in effect.

a. Involuntary sexual activity is always reportable.

b. ncest, even if voluntary is always reportable. Incest is a marriage or act of intercourse between parents and children; ancestors and descendants of every degree; brothers and sisters of half and whole blood and uncles and nieces or aunts and nephews. (Family Code § 2200).

c. Voluntary Sexual Activity may or may not be reportable. Even if the behavior is voluntary, there are circumstances where the behavior is abusive, either by Penal Code definition or because of an exploitative relationship, then this behavior must be reported. If there is reasonable suspicion of sexual abuse prior to the consensual activity, the abuse must be reported.

Reportable Sexual Activity if a Child is 14 Years of Age and:

a. Partner is younger than 14 years old, but there is a disparity in chronological or maturational age or indications of intimidation, coercion or bribery or other indications of an exploitative relationship.

b. Partner is 14 years or older lewd & lascivious acts committed by a partner of any age partner is alleged spouse and over 14 years of age.

Reportable Sexual Activity if the Child is 14 or 15 years and:

a. There is unlawful sexual intercourse with a partner older than 14 but less than 21 years of age and there is no indication of abuse or evidence of an exploitative relationship there is unlawful sexual intercourse with a partner older than 21 years

b. There is lewd and lascivious acts committed by a partner more than 10 years older than the child

c. The partner is the alleged spouse and over 21 years of age

Reportable Sexual Activity if the Child is 16 or 17 years and:

a. The partner is less than 14 years of age

b. There is unlawful sexual intercourse with a partner older than 14 and there is evidence of an exploitative relationship

c. The partner is the alleged spouse and there is evidence of an exploitative relationship

Reportable Sexual Activity if the Child is under 18 years:

a. Sodomy, oral copulation, penetration of a genital or anal opening by a foreign object, even if consensual, with a partner of any age.

Not Reportable Sexual Activity:

a. Child is 14 years or younger and partner is younger than 14 years and of similar age or maturational age. Sexual behavior is voluntary and consensual. There are no indications of intimidation, coercion, bribery, or other indications of an exploitative relationship.

b. Unlawful sexual intercourse of a child 14 to 15-years old with a partner older than 14 and less than 21 years of age and there is no indication of abuse or evidence of an exploitative relationship.

c. Unlawful sexual intercourse with a child 16 or 17 years with a partner older than 14 and there is no indication of an exploitative relationship.

Mandated reports of sexual activity must be reported to either the Department of Family & Children's Services (DFCS) or to the appropriate police jurisdiction. This information will then be cross-reported to the other legal agency.

D. Failure to Report Known or Suspected Child Abuse

Failure to report known or reasonable suspicion of child abuse, including sexual abuse, is a misdemeanor. Mandated reporters are provided with immunity from civil or criminal liability as a result of making a mandated report of child abuse.

This information has been taken directly from the Santa Clara County Child Abuse Council Informational Handout.

E. Child Abuse Reporting Number: (408) 299-2071

F. Staff Training

A presentation will be given by the school counselor in August prior to the students returning to school. In addition, teachers have access to this information in the Safety Folder in their ARUSD Google Drive account.

Suspension and Expulsion Policies

Grounds for suspension which fall under Education Code 48900

a. Caused, attempted to cause, or threatened to cause physical injury to another person

b. Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object unless, in the case of possession of any object of this type, the pupil had obtained written permission to possess the item from a certificated school employee, which is concurred in by the principal or the designee of the principal.

c. Unlawfully possessed, used, sold, or otherwise furnished, or been under the influence of any controlled substance.

d. Unlawfully offered, arranged, or negotiated to sell any controlled substance.

e. Committed or attempted to commit robbery or extortion.

f. Caused or attempted to cause damage to school property or private property.

g. Stolen or attempted to steal school or private property.

h. Possessed or used tobacco, or any products containing tobacco or nicotine products, including, but not limited to, cigarettes, cigars, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel. However, this section does not prohibit use or possession by a pupil of his or her own prescription products.

i. Committed an obscene act or engaged in habitual profanity or vulgarity.

j. Had unlawful possession of, or unlawfully offered, arranged or negotiated to sell any drug paraphernalia.

k. Disrupted school activities or otherwise willfully defied the valid authority supervisors, teachers, administrators, school officials, or other school personnel engaged in the performance of their duties.

l. Knowingly received stolen school property or private property.

m. Possessed an imitation firearm. As used in this section, "imitation firearm" means a replica of a firearm as to substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.

n. Committed or attempted to commit sexual assault.

o. Harassed, threatened, or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding for the purpose of either preventing that pupil from being a witness or retaliating against that pupil for being a witness, or both.

r. Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act, as defined in subdivisions (f) and (g) of Section 32261, directed specifically toward a pupil or school personnel.

A pupil may not be suspended or expelled for any of the acts listed above unless that act is related to school activity or school attendance occurring within a school under the jurisdiction of the superintendent or principal or occurring within any other school district. A pupil may be suspended or expelled for acts which are enumerated in this section and related to school activity or attendance that occur at any time, including but not limited to, any of the following:

a. While on school grounds.

b. While going to or coming from school.

c. During the lunch period, whether on or off the campus.

d. During, or in route to and from, a school sponsored activity.

Expulsion Policies under Education Code 48915:

The principal shall recommend the expulsion of a pupil for any of the following committed at school or school activity off school grounds, unless the principal or superintendent finds an expulsion is inappropriate, due to the particular circumstance:

a. Causing serious physical injury to another person, except in self-defense.

b. Possession of any knife, explosive, or other dangerous object of no reasonable use to the pupil.

c. Unlawful possession of any controlled substance, as defined under Ed. Code.

d. Robbery or extortion.

e. Assault or battery on any school employee, as defined in Sections 240 and 242 of the Penal Code.

Mandatory Recommendation for Expulsion

The principal, or superintendent of schools shall immediately suspend, pursuant to Section 48911, and shall recommend expulsion of a pupil that he or she determines has committed any of the following acts at school or at a school activity off school grounds:

a. Possessing, selling, or otherwise furnishing a firearm. This subdivision does not apply to an act of possessing a firearm if the pupil has obtained prior written permission to possess the firearm from a certificated school employee, which is concurred in by the principal or the

designee of the principal. This subdivision applies to an act of possessing a firearm only if an employee of a school district verifies the possession.

b. Brandishing a knife at another person.

c. Unlawfully selling a controlled substance as defined by Education Code.

d. Committing or attempting to commit a sexual assault as defined in the Education Code.

F. Staff Training (on expulsions/suspensions)

The Renaissance staff will be provided with training on what student offenses violate Education Code and provide grounds for suspension or expulsion in August of each school year. In addition, teachers have access to this information in the Safety Folder in their ARUSD Google Drive account.

Staff Notification of Dangerous Students

A. District Policy



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

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

DATE: July 28, 2023

TO: Principals
Assistant Principals

FROM: Dr. Imee Almazan, Director of Student Services

RE: **DISCLOSURE OF STUDENT DISCIPLINARY HISTORY**

Educational Code 49079 requires school districts to notify the teaching staff of "each pupil who has engaged in, or is reasonably suspected to have engaged in, any of the acts enumerated under the Suspension/Expulsion authorization sections."

At each school:

1. An administrator needs to be named the "Suspension List Keeper."
2. Suspension lists, along with the "Juvenile Court Advisories of Possibly Violent Students," shall be maintained by the Suspension List Keeper in a centrally located area in the school office, with limited access to protect the confidentiality of the student and family. The "Juvenile Court Advisories of Possibly Violent Students" needs to be kept in a separate binder from the List of Suspensions.
3. It is necessary to inform your teachers every year that the list of suspended students is available for them to review and the information is provided solely for the benefit of the affected teaching staff member with further dissemination being prohibited. You may wish to inform your teachers through your staff bulletin or during a staff meeting early in the school year that this information will be available throughout the year for their review.
4. At the time a student is suspended, a notice should be placed in his/her teacher's mail box, or an email may be sent to inform the teacher(s). The notice should state the date(s) of the suspension and the name of the administrator to contact for further information.

Keeping teachers fully informed is a legal requirement. However, any information reviewed by a teacher is to be kept confidential and is for the limited purpose for which it is provided.

If you have questions or concerns, please call Dr. Imee Almazan at ext. 6947

cc: Hilaria Bauer, Ph. D., Superintendent
Barbara Campbell, Assistant Superintendent, Instructional Services
George Kleidon, Ph. D., Director, Human Resources

B. Staff Training

The Renaissance staff is provided with updated information regarding students' disciplinary history on an ongoing basis. The Renaissance administration speaks to teachers 1:1 prior to receiving students of this magnitude. Teachers are reassured that the administration is taking the necessary steps to ensure school-wide safety.

CA Codes (edc:48900-48926) EDUCATION CODE
SECTION 48900-48926

48900. A pupil may not be suspended from school or recommended for expulsion unless the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has committed an act as defined pursuant to one or more of subdivisions (a) to (o), inclusive:

(a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person; or (2) Willfully used force or violence upon the person of another, except in self-defense.
(b) Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other Dangerous object, unless, in the case of possession of any object of this type, the pupil had obtained written permission to possess the item from a certificated school employee, which is concurred in by the principal or the designee of the principal.
(c) Unlawfully possessed, used, sold, or otherwise furnished, or been under the influence of, any controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind.
(d) Unlawfully offered, arranged, or negotiated to sell any controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind, and then either sold, delivered, or otherwise furnished to any person another liquid, substance, or material and represented the liquid, substance, or material as a controlled substance, alcoholic beverage, or intoxicant.
(e) Committed or attempted to commit robbery or extortion.
(f) Caused or attempted to cause damage to school property or private property.
(g) Stolen or attempted to steal school property or private property.
(h) Possessed or used tobacco, or any products as defined in Section 48900(h) of the Education code.
(i) Committed an obscene act or engaged in habitual profanity or vulgarity.
(j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Section 11014.5 of the Health and Safety Code.
(k) Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, school officials, or other school personnel engaged in the performance of their duties.
(l) Knowingly received stolen school property or private property.

(m) Possessed an imitation firearm. As used in this section, "imitation firearm" means a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a Firearm.
(n) Committed or attempted to commit a sexual assault as defined in Section 261, 266c, 286, 288, 288a, or 289 of the Penal Code or committed a sexual battery as defined in Section 243.4 of the Penal Code.
(o) Harassed, threatened, or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding for the purpose of either preventing that pupil from being a witness or retaliating against that pupil for being a witness, or both.
(p) A pupil may not be suspended or expelled for any of the acts enumerated unless that act is related to school activity or school attendance occurring within a school under the jurisdiction of the superintendent or principal or occurring within any other school district. A pupil may be suspended or expelled for acts that are enumerated in this section and related to school activity or attendance that occur at any time, including, but not limited to, any of the following:
    (1) While on school grounds.
    (2) While going to or coming from school.
    (3) During the lunch period whether on or off the campus.

(4) During, or while going to or coming from, a school sponsored activity.

(q) It is the intent of the Legislature that alternatives to suspensions or expulsion be imposed against any pupil who is truant, tardy, or otherwise absent from school activities.

(r) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act, as defined in subdivisions (f) and (g) of Section 32261, directed specifically toward a pupil or school personnel.

48900.2. In addition to the reasons specified in Section 48900, a pupil may be suspended from school or recommended for expulsion if the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has committed sexual harassment as defined in Section 212.5. For the purposes of this chapter, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall not apply to pupils enrolled in kindergarten and grades 1 through 3, inclusive.

48900.3. In addition to the reasons set forth in Sections 48900 and 48900.2, a pupil in any of grades 4 to 8, inclusive, may be suspended from school or recommended for expulsion if the superintendent or the principal of the school in which the pupil is Enrolled determines that the pupil has caused, attempted to cause, threatened to cause, or participated in an act of, hate violence, as defined in subdivision (e) of Section 233.

48900.4. In addition to the grounds specified in Sections 48900 and 48900.2, a pupil enrolled in any of grades 4 to 8, inclusive, may be suspended from school or recommended for expulsion if the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has intentionally engaged in harassment, threats, or intimidation, directed against a pupil or group of pupils, that is sufficiently severe or pervasive to have the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder, and invading the rights of that pupil or group of pupils by creating an intimidating or hostile educational environment.

48900.7. (a) In addition to the reasons specified in Sections 48900, 48900.2, 48900.3, and 48900.4, a pupil may be suspended from school or recommended for expulsion if the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has made terrorist threats against school officials or school property, or both. (b) For the purposes of this section, "terrorist threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars ($1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school district property, or the personal property of the person threatened or his or her immediate family.

Sexual Harassment Policy

A. Definition

"Sexual Harassment includes 'unwelcome sexual advances, requests for sexual favors, sexually motivated physical contact, or other verbal or physical conduct or communication of a sexual nature,' when ***any of four conditions*** are met:

1. Submission to the conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining education;

2. Submission or rejection of the conduct or communication is used as a factor in decisions affecting that person's education;

3. The conduct or communication has either the purpose or effect of 'substantially interfering' with a person's education;

4. The conduct or communication creates an 'intimidating, hostile, or offensive' educational environment."

B. Policy Pertaining to Sexual Harassment

Student Sexual Harassment

The Board of Trustees prohibits the unlawful sexual harassment of any student by any employee, student, or other person in or from the district. The Board expects students or staff to immediately report incidents of sexual harassment to the principal or designee or to another district administrator. Teachers shall discuss this policy with their students in age-appropriate ways and should assure them that they need not endure any form of sexual harassment. Any student who engages in the sexual harassment of anyone in or from the district may be subject to disciplinary action up to and including expulsion. Any employee who permits or engages in sexual harassment may be subject to disciplinary action up to and including dismissal.

Any student who feels that he/she is being harassed should immediately contact the principal or designee at his/her school. If a situation involving sexual harassment is not promptly remedied by the principal or designee, a complaint of harassment can be filed with the district's Title IX Coordinator for students. The district prohibits retaliatory behavior against any complainant or any participant in the complaint process. Each complaint of sexual harassment shall be promptly investigated in a way that respects the privacy of all parties concerned.

Prohibited sexual harassment includes, but is not limited to, unwelcome sexual advances, request for sexual favors, and other verbal, visual, or physical conduct of a sexual nature when:

1. Submission to the conduct is explicitly or implicitly made a term or condition of an individual's employment, academic status, or progress.
2. Submission to or rejection of the conduct by an individual is used as the basis for academic or employment decisions affecting the individual.

3. The conduct had the purpose or effect of having a negative impact on the individual's academic or work performance, or of creating an intimidating, hostile, or offensive educational or work environment.
4. Submission to or rejection of the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, or activities at or through the school. Educ Code 212.5

Other types of conduct which are prohibited in the district and which may constitute sexual harassment include:

1. Unwelcome leering, sexual flirtations, or propositions.
2. Unwelcome sexual slurs, epithets, threats, verbal abuse, derogatory comments or sexually degrading descriptions.
3. Graphic verbal comments about an individual's body, or an overly personal conversation.
4. Sexual jokes, stories, drawings, pictures, or gestures.
5. Spreading sexual rumors.
6. Teasing or sexual remarks about students enrolled in a predominantly single-sex class.
7. Touching an individual's body or clothes in a sexual way.
8. Purposefully limiting a student's access to educational tools and/or instruction.
9. Cornering or blocking of normal movements.
10. Displaying sexually suggestive objects in the educational environment.
11. Any act of retaliation against an individual who reports a violation of the district's sexual harassment policy or who participates in the investigation of a sexual harassment complaint.

Enforcement

The Principal or designee shall take appropriate actions to reinforce the district's sexual harassment policy. These actions may include:

1. Removing vulgar or offending graffiti.
2. Providing staff training and student instruction or counseling.
3. Taking appropriate disciplinary action as needed.

Legal Reference

Civil Code 1714.1, Education Code 200-240, 212.5, 212.6, 230, 48904, 48980, United States Code, Title 42, 2000d & 2000e et seq. Title IX, 1972 Education Act Amendments, Franklin vs. Gwinnet County Schools (1992) 112 S. Ct. 1028, Board Policy 5145.7

Notifications

A copy of the district's sexual harassment policy shall:

1. Be included in the notifications that are sent to parents/guardians at the beginning of each school year. Educ Code 48980

2. Appear in any school or district publication that sets forth the school or district's comprehensive rules, regulations, procedures, and standards of conduct. Educ Code 212.5

C. Staff Training

Sexual harassment staff training is offered as a virtual and asynchronous training is to be completed by February 15 of each school year. Staff are provided with extended duty pay or staff meeting time to complete this training. In addition, teachers have access to this information in the Safety Folder in their ARUSD Google Drive account.

Procedures for Safe Ingress and Egress

Beyond planning for daily ingress/egress routes and emergency evacuation routes, schools must plan for assisting students, staff and visitors with disabilities. Under the Americans with Disabilities Act of 1990, individuals who are deaf/hard of hearing, blind/partially sighted, mobility impaired and/or cognitively/emotionally impaired must be assisted.

A. Schools must include information in their plan for:

- Renaissance has identified the population of people with disabilities on campus. The Fischer/Renaissance site houses a Santa Clara County Severely Disabled program.
- All Renaissance staff and students with special needs have the appropriate equipment for school.
- The staff has been made aware of how to assist staff and students with disabilities.
- The SJPD school liaison officer assists Renaissance in coordinating with emergency response personnel when needed.

B. Planning

It is recommended that schools identify the location of potential evacuation sites based on the potential circumstances that may cause movement/relocation of the school population in the event of an emergency.

On-Campus Evacuation/Assembly Location

Review your school site layout and determine where the safest outdoor location is on campus to assemble your students and staff.

Off-Campus Evacuation/Assembly Location

Determine if there is a facility close to your school that can potentially house your staff and student body.

Prior to an event:

a. Identify off-campus evacuation site(s).

b. Establish a memorandum of agreement with the evacuation site(s).

Provide the addresses of at least two off-campus locations that have agreed to provide an assembly area for your school population.

Primary Off-Site Evacuation/Assembly Location

Organization	William C. Overfelt High School
Address	1835 Cunningham Avenue San Jose, CA 95122
Contact	Vito Chiala, Principal
Phone Number	(408) 347-5900 chialav@esuhsd.org
Date of Agreement	January 24, 2024

Secondary Off-Site Evacuation/Assembly Location

Organization	Hillview Park
Address	2255 Ocala Ave San Jose, CA 95122
Contact	Primary Contact: Frank Maldonado Parks, Recreation, and Facility Supervisor Secondary contact: Kendra Yarn Program Manager
Phone Number	marco.hernandez@sanjoseca.gov (408)794-1638 kendra.yarn@sanjoseca.gov (408)-535-8510
Date of Agreement	February 12, 2024

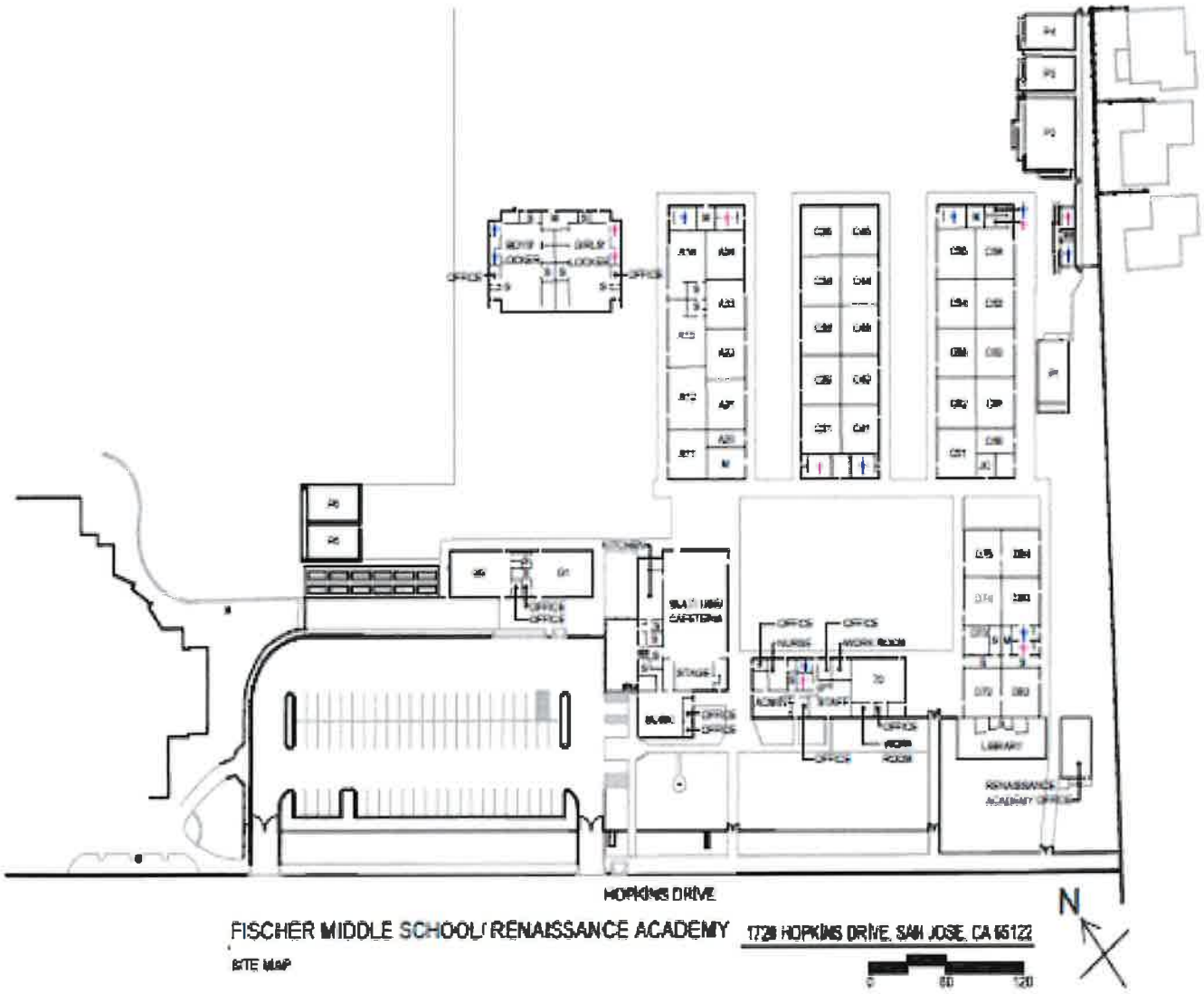
In the event of an airborne chemical or biological release, it is safest for students and staff to remain indoors at the school site.

Follow the "Shelter-in-Place" procedures.

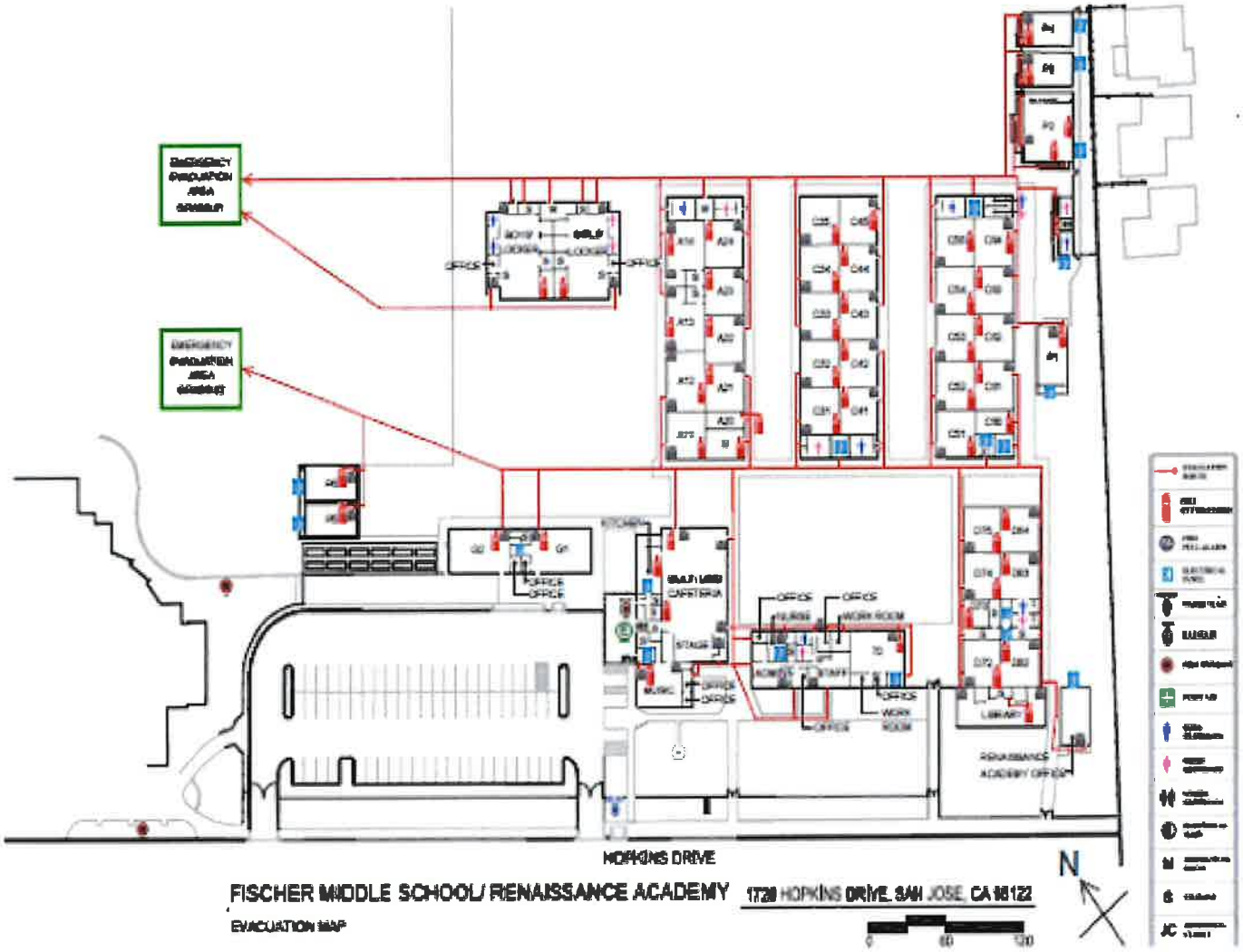
C. Staff Training

Ingress/egress staff training will be held in August of each school year and will be facilitated by the Renaissance administrator. In addition, teachers have access to this information in the Safety Folder in their ARUSD Google Drive account.

Daily Ingress/Egress Routes



Emergency Evacuation Routes



School Discipline

A. Statement of Rules and Procedures on School Discipline

Education Code 44807:

"Every teacher in the public schools shall hold Pupils to a strict account for their conduct on the way to and from school, on the playgrounds, or during recess. A teacher, vice principal, principal, or any other certificated employee of a school district, shall not be subject to criminal prosecution or criminal penalties for the exercise, during the performance of his duties, of the same degree of physical control over a pupil that a parent would be legally privileged to exercise but which in no event shall exceed the amount of physical control reasonably necessary to maintain order, protect property, or protect the health and safety of pupils, or to maintain proper and appropriate conditions conducive to learning."

B. Notification to Students and Parents

Education Code 35291:

a. Parents and students shall be notified of the District and school site rules pertaining to student discipline at the beginning of the first semester, and at the time of enrollment for students who enroll thereafter.

b. The discipline policy shall be reviewed annually with input from the Discipline Team, site administrators, campus security, staff, students, and parents.

C. Discipline Policy

Discipline Policy

Attention Signal:

1. Raised hand

Because these actions endanger the safety of our community, there will be:

1. Respect for all adults. Defiance, talking back, or ignoring adult instructions will not be tolerated.

2. Respect for all federal, state, and district laws and policies.
   a. Possession or use of controlled substances, paraphernalia, or weapons will result in an automatic suspension and possible expulsion.
   b. Theft, vandalism, and misuse or abuse of school resources (including online resources) may result in suspension or expulsion.

3. Respect for the safety of all community members. Regardless of intent, fighting, bullying (in-person, online, etc), intimidating, threatening, hazing, signifying gang affiliation, or engaging in activities that will harm others may result in suspension or expulsion.

Because these actions disrupt the educational process, there will be:

1. NO gum on campus without staff permission.

2. NO food or drink other than water in the classroom without staff permission.
3. NO music players, cell phones, digital cameras, electronic games, etc. used on campus without staff permission. **Restricted items brought on campus will be confiscated.**
4. NO deviation from the standard uniform.
   a. No red, no blue – including shoes, laces, belts, backpacks, hair accessories, etc.
5. NO inappropriate language.

You will conduct yourself in a manner befitting a Renaissance student.

1. You will engage only in conversation that uplifts the community.
2. You will carry yourself in a composed manner befitting someone pursuing excellence.
3. You will think about how your actions will affect others in the community.
4. You will act with integrity.

Cheating

1. Students will not give unauthorized aid on exams.
2. Students will not solicit or accept unauthorized aid on exams.
3. Students will not hand copy or photocopy other students' assignments or notebook pages.
4. Cheating will result in loss of points for the assignment or exam and detention or suspension.

Classroom

1. The teacher is the final authority in the classroom.
2. The principal is the final authority regarding office referrals and consequences.
3. All school rules apply anytime and anywhere on the Renaissance campus.
4. Classroom rules will be established by specific instructors.

Counselor Visit

Teachers must send an explanation for why the student is being sent.

Office Visit (Students should expect to be suspended)

Teachers must send an explanation for why the student is being sent.

State and Board Policy

- Unlawfully possessing, offering, arranging or negotiating to sell any drug paraphernalia or possessing, using, being under the influence of, selling, offering, arranging, or negotiating to sell any controlled substance, alcoholic beverage, tobacco, or intoxicant of any kind, or imitative product, at or near the school or a school function, and then selling, delivering, or otherwise furnishing to any person another liquid, substance or material in lieu of the controlled substance, alcoholic beverage, or intoxicant is strictly prohibited. Violators shall be subject to arrest, and suspension and/or expulsion from school. (Board Policy #408)

- Borrowing or exchanging money, selling gum, candy or other objects at school is not allowed BY STATE LAW. Items for sale will be confiscated and parents notified. Gambling or gaming of any kind is illegal and will not be permitted at school. Students are reminded to bring a minimum amount of money to school. The school is not responsible for lost money.

Due Process Rights (Education Code 48900)

- All Renaissance Academy staff members will treat all students in a fair, equitable, and consistent manner.
- All students are assured due process.
- Each teacher will inform all students of classroom rules.

- All students will be allowed to present his/her version of the facts to the principal or designee, unless the situation is an emergency.
- All students and parents may have a conference with school staff.

Social Probation

Students with excessive tardies, cuts, behavior problems, or book fines will be placed on social probation, and may not be allowed to participate in school functions such as dances and extra-curricular activities until they are removed from the social probation list.

Intra-District Transfer

Because Renaissance is a school of choice all students who are enrolled at Renaissance have sought and been approved for admission through the completion of the Alum Rock Union School District Intra-District Transfer form. In accordance with the details outlined in this document students are expected to demonstrate satisfactory conduct. Students who repeatedly demonstrate unsatisfactory conduct are at risk of their intra-district transfer agreement being terminated and having to return to their home-boundary school.

D. Staff Training

The Renaissance Academy school discipline policy will be discussed in the staff meeting on in August of each school year. In addition, teachers have access to this information in the Safety Folder in their ARUSD Google Drive account.

Dress Code

In compliance with Education Code 35183 and 35294.1, Renaissance Academy has established a positive dress code, which, by law, is not a protected form of speech.

Dress Code Rules:

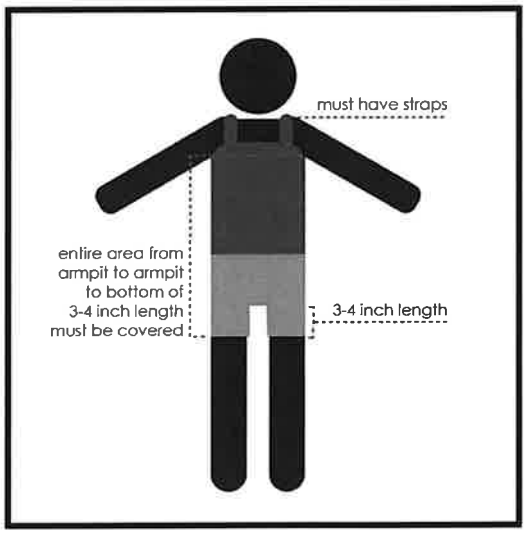
- Clothing/accessories may not display offensive, gang-related, drug/alcohol-related, or violence-related content.
- No red (this includes shades of red: maroon, crimson, etc.)
- No blue (this includes shades of blue: teal, cerulean, etc.)
- See-through or mesh garments are not acceptable.

Tops:

- Tops must be black, gray, green or white.
- Students must wear polo shirts, logo-free t-shirts OR Renaissance logo t-shirts.
- Students must wear logo-free sweatshirts OR Renaissance logo sweatshirts.
- The entire area from the shoulder to the waist must be fully covered (see image).

Bottoms:

- Bottoms must be black, khaki, or gray.
- Bottoms must have at least a 3-4 inch inseam (see image).
- No sagging; undergarments should not be visible.



Accessories: (belts, backpacks, wristbands, and caps):

- No red or blue accessories.
- No hats except with a religious or medical exemption
- Sunglasses may only be worn outside.
- Belt ends should be tucked into the belt loop.

Footwear:

- Significant red/blue fabric, laces, or designs are not allowed.
- Shoes that present a safety hazard are not permitted (i.e. heelies).
- Closed-toe shoes with a heel counter/strap must be worn at all times.

Dress Code Violation Consequences: Students who fail to comply with the dress code will be subject to the following

- Loaner clothing will be provided (if available) AND
    - A phone call to parent/guardian, requiring parent/guardian to bring the proper uniform attire.
    - Inappropriate clothing or accessories will be confiscated; parent/guardian must pick the item up.
    - Lunch detention.
    - Student privileges (i.e. field trips, field days, etc.) can be revoked.

B. Staff Training

Renaissance staff will review the dress code in August of each school year. In addition, teachers have access to this information in the Safety Folder in their ARUSD Google Drive account.

Alum Rock Union ESD
Board Policy Overview
Board Policy
Bullying

BP 5131.2
Students

The Board of Trustees recognizes the harmful effects of bullying on student learning and school attendance and desires to provide safe school environments that protect students from physical and emotional harm. District employees shall establish student safety as a high priority and shall not tolerate bullying of any student.

No student or group of students shall, through physical, written, verbal, or other means, harass, sexually harass, threaten, intimidate, cyberbully, cause bodily injury to, or commit hate violence against any other student or school personnel.

Cyberbullying includes the transmission of harassing communications, direct threats, or other harmful texts, sounds, or images on the Internet, social media, or other technologies using a telephone, computer, or any wireless communication device. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.

Strategies for bullying prevention and intervention shall be developed with involvement of key stakeholders in accordance with law, Board policy, and administrative regulation governing the development of comprehensive safety plans and shall be incorporated into such plans.

Bullying Prevention

To the extent possible, district and school strategies shall focus on prevention of bullying by establishing clear rules for student conduct and strategies to establish a positive, collaborative school climate. Students shall be informed, through student handbooks and other appropriate means, of district and school rules related to bullying, mechanisms available for reporting incidents or threats, and the consequences for perpetrators of bullying.

The district may provide students with instruction, in the classroom or other educational settings, that promotes effective communication and conflict resolution skills, social skills, character/values education, respect for cultural and individual differences, self-esteem development, assertiveness skills, and appropriate online behavior.

School staff shall receive related professional development, including information about early warning signs of harassing/intimidating behaviors and effective prevention and intervention strategies.
Based on an assessment of bullying incidents at school, the Superintendent or designee may increase supervision and security in areas where bullying most often occurs, such as classrooms, playgrounds, hallways, restrooms, cafeterias.

Intervention

Students are encouraged to notify school staff when they are being bullied or suspect that another student is being victimized. In addition, the Superintendent or designee shall develop means for students to report threats

or incidents confidentially and anonymously.

School staff who witness bullying shall immediately intervene to stop the incident when it is safe to do so. (Education Code 234.1)

As appropriate, the Superintendent or designee shall notify the parents/guardians of victims and perpetrators. He/she also may involve school counselors, mental health counselors, and/or law enforcement.

Complaints and Investigation

Students may submit to a teacher or administrator a verbal or written complaint of conduct they consider to be bullying. Complaints of bullying shall be investigated and resolved in accordance with site-level grievance procedures specified in AR 5145.7 - Sexual Harassment.

When a student is reported to be engaging in bullying off campus, the Superintendent or designee shall investigate and document the activity and shall identify specific facts or circumstances that explain the impact or potential impact on school activity, school attendance, or the targeted student's educational performance.

When the circumstances involve cyberbullying, individuals with information about the activity shall be encouraged to save and print any electronic or digital messages sent to them that they feel constitute cyberbullying and to notify a teacher, the principal, or other employee so that the matter may be investigated.

If the student is using a social networking site or service that has terms of use that prohibit posting of harmful material, the Superintendent or designee also may file a complaint with the Internet site or service to have the material removed.

Discipline

Any student who engages in bullying on school premises, or off campus in a manner that causes or is likely to cause a substantial disruption of a school activity or school attendance, shall be subject to discipline, which may include suspension or expulsion, in accordance with district policies and regulations.

Policy ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
adopted: July 2, 2013 San Jose, California

Alum Rock Union ESD
Board Policy Overview
Board Policy
Nondiscrimination/Harassment

BP 5145.3
Students

The Board of Trustees desires to provide a safe school environment that allows all students equal access and opportunities in the district's academic and other educational support programs, services, and activities. The Board prohibits, at any district school or school activity, unlawful discrimination, harassment, intimidation, and bullying of any student based on the student's actual race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, or gender expression; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.

Prohibited discrimination, harassment, intimidation, or bullying includes physical, verbal, nonverbal, or written conduct based on one of the categories listed above that is so severe and pervasive that it affects a student's ability to participate in or benefit from an educational program or activity; creates an intimidating, threatening, hostile, or offensive educational environment; has the effect of substantially or unreasonably interfering with a student's academic performance; or otherwise adversely affects a student's educational opportunities.

The Board also prohibits any form of retaliation against any student who files a complaint or report regarding an incident of discrimination, harassment, intimidation, or bullying.

The Superintendent or designee shall provide age-appropriate training and information to students, parents/guardians, and employees regarding discrimination, harassment, intimidation, and bullying, including, but not limited to, the district's nondiscrimination policy, what constitutes prohibited behavior, how to report incidents, and to whom such reports should be made.

In providing instruction, guidance, supervision, or other services to district students, employees and volunteers shall carefully guard against segregating or stereotyping students.

The principal or designee shall develop a plan to provide students with appropriate accommodations when necessary for their protection from threatened or potentially harassing or discriminatory behavior.

Students who engage in discrimination, harassment, intimidation, bullying, or retaliation in violation of law, Board policy, or administrative regulation shall be subject to appropriate discipline, up to and including counseling, suspension, and/or expulsion. Any employee who permits or engages in prohibited discrimination, harassment, intimidation, bullying, or retaliation shall be subject to disciplinary action, up to and including dismissal.

Grievance Procedures

The following position is designated Coordinator for Nondiscrimination to handle complaints regarding discrimination, harassment, intimidation, or bullying, and to answer inquiries regarding the district's nondiscrimination policies:

Site Administrator
2930 Gay Avenue
San Jose, CA 95127
408-928-6824

Any student who feels that he/she has been subjected to discrimination, harassment, intimidation, or bullying should immediately contact the Coordinator, the principal, or any other staff member. In addition, any student who observes any such incident should report the incident to the Coordinator or principal, whether or not the victim files a complaint.

Any school employee who observes an incident of discrimination, harassment, intimidation, or bullying shall report the incident to the Coordinator or principal, whether or not the victim files a complaint.

In addition, the employee shall immediately intervene when safe to do so. (Education Code 234.1)

Upon receiving a complaint of discrimination, harassment, intimidation, or bullying, the Coordinator shall immediately investigate the complaint in accordance with the site-level grievance procedures specified in AR 5145.7 - Sexual Harassment.

Within 30 days of receiving the district's report, the complainant may appeal to the Board if he/she disagrees with the resolution of the complaint. The Board shall make a decision at its next regular meeting and its decision shall be final.

The Superintendent or designee shall ensure that the student handbook clearly describes the district's nondiscrimination policy, procedures for filing a complaint regarding discrimination, harassment, intimidation, or bullying, and the resources that are available to students who feel that they have been the victim of any such behavior. The district's policy shall also be posted on the district web site or any other location that is easily accessible to students.

When required pursuant to Education Code 48985, complaint forms shall be translated into the student's primary language.

Policy ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
adopted: July 2, 2013 San Jose, California

Alum Rock Union ESD
Board Overview Policy
Board Policy
Hate-Motivated Behavior

BP 5145.9
Students

In order to create a safe learning environment for all students, the Board of Trustees desires to protect the right of every student to be free from hate-motivated behavior and will promote harmonious relationships among students so as to enable them to gain a true understanding of the civil rights and social responsibilities of people in society. The district prohibits discriminatory behavior or statements that degrade an individual on the basis of his/her actual or perceived race, ethnicity, culture, heritage, gender, sex, sexual orientation, physical/mental attributes, or religious beliefs or practices.

The Superintendent or designee shall collaborate with regional programs and community organizations to promote safe environments for youth. These efforts shall be focused on providing an efficient use of district and community resources.

The district shall provide age-appropriate instruction to help promote an understanding of and respect for human rights, diversity, and tolerance in a multicultural society and to provide strategies to manage conflicts constructively.

The Superintendent or designee shall ensure that staff receive training on recognizing hate-motivated behavior and on strategies to help respond appropriately to such behavior.

Grievance Procedures

Any student who believes he/she is a victim of hate-motivated behavior shall immediately contact the Coordinator for Nondiscrimination/Principal. Upon receiving such a complaint, the Coordinator/Principal shall immediately investigate the complaint in accordance with school-level complaint process/grievance procedures as described in AR 5145.7 - Sexual Harassment. A student who has been found to have demonstrated hate-motivated behavior shall be subject to discipline in accordance with law, Board policy, and administrative regulation.

Staff who receive notice of hate-motivated behavior or personally observe such behavior shall notify the Coordinator/Principal, Superintendent or designee, and/or law enforcement, as appropriate.

As necessary, the district shall provide counseling, guidance, and support to students who are victims of hate-motivated behavior and to students who exhibit such behavior.

policy ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
adopted: July 2, 2013 San Jose, California

Routine and Emergency Disaster Procedures: Drills

Earthquake Drills

The earthquake emergency procedure system shall, but not be limited to, all of the following:

A school building disaster plan, ready for implementation at any time, for maintaining the safety and care of students and staffs.

A drop procedure. As used in this article, "drop procedure" means an activity whereby each student and staff member takes cover under a table or desk, dropping to his or her knees, with the head protected by the arms, and the back to the windows. A drop procedure practice shall be held at least once each school quarter in elementary schools and at least once a semester in secondary schools.

Protective measures to be taken before, during, and following an earthquake.
A program to ensure that the students and that both the certificated and classified staff are aware of, and properly trained in, the earthquake emergency procedure system.
(Code of Regulations, Section 35297)

Whenever an earthquake alarm is sounded, all students, teachers and other employees shall immediately begin Duck, Cover and Hold procedures:

- DUCK, or DROP down on the floor.
- Take COVER under a sturdy desk, table or other furniture with backs to the windows. Protect head and neck with arms.
- HOLD onto the furniture and be prepared to move with it.
- Stay in this position for at least one minute or, in a real situation, until shaking stops.

Evacuation. An Evacuation should NEVER be automatic. There may be more danger outside the building than there is inside. If administrative directions are not forthcoming, the teacher will be responsible for assessing the situation and determining if an evacuation is required.

Pre-determined evacuation areas should be in open areas, without overhead hazards and removed from potential danger spots (covered walkways, large gas mains, chain linked fences [electric shock potential]).

Make it clear that a post-earthquake route differs from a fire evacuation route, and that appropriate non hazardous alternate routes may be needed.

Practice evacuation using alternate routes to the assembly areas.

Students are to remain with their teacher in the evacuation area. Teachers shall take their roll books, take roll once in the evacuation area and be prepared to identify missing students to administrators and/first responders.

The principal or designee shall keep a copy of each drill conducted on the Emergency Drill Report form and file a copy with Student Services in January and June of each year.

Standards for a Successful Earthquake Drill:

The Earthquake Alarm can be heard by all staff and students.

Immediately after the earthquake alarm sounds, all students, teachers and other employees shall:

- DUCK, or DROP down on the floor.
- Take COVER under a sturdy desk, table or other furniture with backs to the windows. Protect head and neck with arms.
- HOLD onto the furniture and be prepared to move with it.

Evacuations shall occur when directed over the loud speaker by the Principal/designee. When evacuations are included as part of the drill, appropriate non hazardous alternate routes, avoiding building overhangs, electrical wires, large trees, covered walkways, etc, shall be utilized by staff and students in order to reach the designated evacuation areas.

Teachers have taken roll once in the evacuation area. Any missing students are immediately reported to the Principal/designee.

Upon sounding of the all clear students and staff return to their appropriate classroom and the teacher takes roll once more. Missing students are reported to the attendance office.

Fire Drills

Principals shall hold fire drills at least once a month in all elementary schools and four (4) times per year in all middle schools.

(Code of Regulations, Title 5, Section 550)

1. Whenever the fire alarm is given, all students, teachers and other employees shall quickly leave the building in an orderly manner. Teachers shall ascertain that no student remains in the building.

2. Designated evacuation routes shall be posted in each room. Teachers shall be prepared to select alternate exits and direct their classes to these exits in the event the designated evacuation route is blocked.

3. Evacuation areas will be established away from fire lanes.

4. Students are to remain with their teacher in the evacuation area. Teachers shall take their roll books, take roll once in the evacuation area and be prepared to identify missing students to administrators and/or fire marshals/designees.

5. The principal or designee shall keep a copy of each drill conducted on the Emergency Drill Report form and file a copy with Student Services in January and June of each year.

Standards for a Successful Fire Drill:

1. The Fire Alarm can be heard by all staff and students.

2. Orderly evacuation begins immediately and is completed within **5** minutes of the initial alarm, with minimal congestion at exit gates.

3. Teachers and students are staged in an orderly fashion away from fire lanes.

4. Teachers have taken roll once in the evacuation area. Any missing students are immediately reported to the Principal/designee.

5. Upon sounding of the all clear students and staff return to their appropriate classroom and the teacher takes roll once more. Missing students are reported to the attendance office.

Lockdown Drills

For sites that have had Lockdown Training™, conducting a Lockdown Drill initially involves more pre-planning and organization than conducting other drills. Middle schools should conduct an annual drill, which should take no longer than 40 minutes and impact class time by 20 minutes. Elementary schools should conduct drills every other year (or annually, if the local police department has the resources to support the drills). Drills need to be scheduled with your School Resource or Liaison Officers and Student Services.

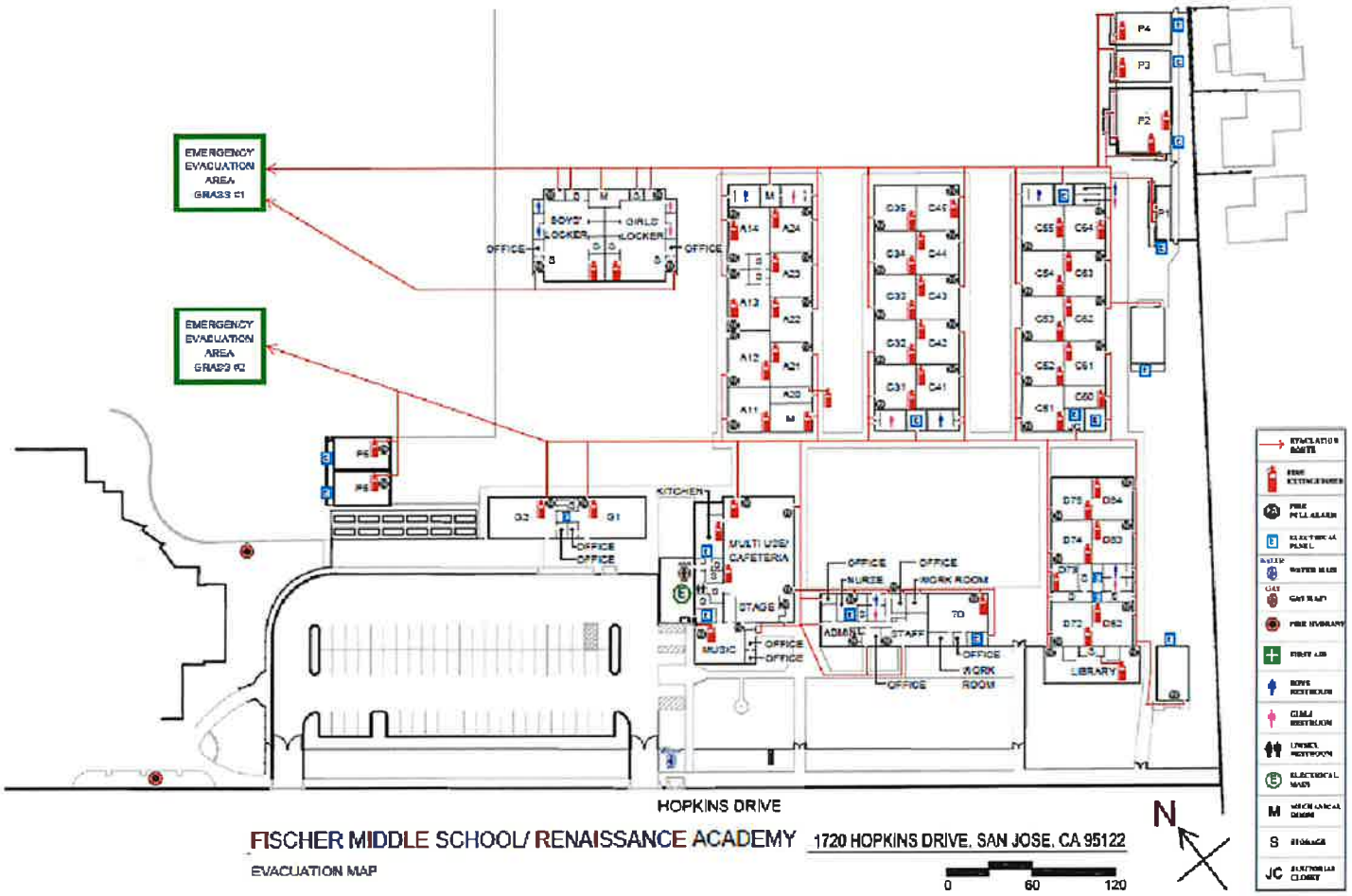
There are a number of steps that are recommended in the Lockdown Training in order to successfully conduct your drill. They involve:

1. Conduct a staff meeting. Plan on a 40 minute timeframe to review expectations and standards in terms of:
    a. Locking doors
    b. Covering windows
    c. Turning off lights
    d. Building barricades
    e. Reviewing classroom and all clear procedures
    f. Reviewing off site evacuation locations.
2. Send a follow-up reminder memo to your staff
3. Organize your assessment team. This also provides an excellent opportunity for your Critical Response Team to work together with police participants in the drill.
4. Conduct the assessment.
5. Complete follow-up tasks.

Remember, you are setting the tone for the importance of safety for students and staff on your campus.

Staff Training: Renaissance staff will be trained by March 15 of each school year. In addition, teachers have access to this information in the Safety Folder in their ARUSD Google Drive account.

Renaissance Academy at Fischer CODE RED MAP



Lockdown Drill Assessment Sheet

Team Member _____ **Building** _____

Room	Door Barricade	Windows Covered	Lights	Interior Barricade	Teacher/Students behind Barricade	PE at Gates	All Clear Code	Evacuation Yes / No

Chapter 6

Routine and Emergency Disaster Procedures: Overview

The Basic Plan

The Basic Plan addresses the responsibilities in emergencies associated with natural disasters, human-caused emergencies and technological incidents. It provides a framework for coordination of response and recovery efforts within the District in coordination and with local, State, and Federal agencies. The Plan establishes an emergency organization to direct and control operations at all sites during a period of emergency by assigning responsibilities to specific personnel. The Basic Plan:

- Conforms to the Federally mandated National Incident Management System (NIMS), State mandated Standardized Emergency Management System (SEMS) and effectively restructures emergency response at all levels in compliance with the Incident Command System (ICS).
- Establishes response policies and procedures, providing clear guidance for planning purposes.
- Describes and details procedural steps necessary to protect lives and property.
- Outlines coordination requirements.
- Provides a basis for unified training and response exercises to ensure compliance.

Requirements

The Plan meets the requirements of Santa Clara County's policies on Emergency Response and Planning, the Standardized Emergency Management System (SEMS) Operational Area Response, and defines the primary and support roles of the District and individual schools in after-incident damage assessment and reporting requirements.

Objectives

- Protect the safety and welfare of students, employees and staff.
- Provide for a safe and coordinated response to emergencies.
- Protect the District's facilities and properties.
- Enable the District to restore normal conditions with minimal confusion in the shortest time possible.

- Provide for interface and coordination between sites and the District Emergency Operations Center (EOC).
- Provide for interface and coordination between sites and the County or city EOC in which they reside.
- Provide for the orderly conversion of pre-designated District sites to American Red Cross shelters, when necessary.

Schools are required by both federal statute and state regulation to be available for shelters following a disaster. The American Red Cross (ARC) has access to schools in damaged areas to set up their mass care facilities, and local governments have a right to use schools for the same purpose. This requires close cooperation between school officials and ARC or local government representatives, and should be planned and arranged in advance.

Authorities and References

State of California

California Emergency Services Act (Chapter 7, Division 1, Title 2, California Government Code).

The Act provides the basic authorities for conducting emergency operations following a proclamation of Local Emergency, State of Emergency, or State of War Emergency by the Governor and/or appropriate local authorities, consistent with the provisions of this Act.

California Government Code, Section 3100, Title 1, Division 4, Chapter 4.

States that public employees are disaster service workers, subject to such disaster service activities as may be assigned to them by their superiors or by law. The term "public employees" includes all persons employed by the state or any county, city, city and county, state agency or public district, excluding aliens legally employed.

The law applies to public school employees in the following cases:

- When a local emergency is proclaimed.
- When a state of emergency is proclaimed.
- When a federal disaster declaration is made.

The law has two ramifications for School District employees:

1. It is likely that public school employees are pressed into service as Disaster Service Workers by their superiors, and may be asked to do jobs other than their usual duties for periods exceeding their normal working hours.
2. When pressed into disaster service, employees' Workers' Compensation Coverage becomes the responsibility of state government (OES), but their overtime pay is paid by

the school district. These circumstances apply only when a local or state emergency is declared.

States that (the Governor's Office of Emergency Services has stated) inadequately trained school staff render school officials potentially liable for acts committed or omitted by school staff acting within the scope of their training during or after a disaster. (Sub Sections 835-840.6).

It requires that school districts be prepared to respond to emergencies using SEMS. (Section 8607, the Petris Bill).

California Civil Code, Chapter 9, Section 1799.102

It provides for "Good Samaritan Liability" for those providing emergency care at the scene of an emergency. ("No person, who, in good faith and not for compensation, renders emergency care at the scene of an emergency, shall be liable for any civil damages resulting from any act or omission. The scene of an emergency shall not include emergency departments and other places where medical care is usually offered.")

California Education Code, Sections 35295-35297 (The Katz Act), Section 40041, 40042.

Requires that a school site disaster plan outline roles, responsibilities, and procedures for students and staff. It also requires that the school site emergency management organizational structure comply with SEMS, Title 19 Section 2400, and be ready for implementation at all times.

California Emergency Plan

Promulgated by the Governor, and published in accordance with the California Emergency Services Act, it provides overall statewide authorities and responsibilities, and describes the functions and operations of government at all levels during extraordinary emergencies, including wartime. Section 8568 of the Act states, in part, that "...the State Emergency Plan shall be in effect in each political subdivision of the state, and the governing body of each political subdivision shall take such action as may be necessary to carry out the provisions thereof." Therefore, local emergency plans are considered extensions of the California Emergency Plan.

Definitions: Incidents, Emergencies, Disasters

Incident

An *incident* is an occurrence or event, either human-caused or caused by natural phenomena, that requires action by emergency response personnel to prevent or minimize loss of life or damage to property and/or natural resources.

Incidents may result in extreme peril to the safety of persons and property and may lead to, or create conditions of disaster. Incidents may also be rapidly mitigated without loss or damage. Although they may not meet disaster level definition, larger incidents may call for managers to proclaim a "Local Emergency".

Incidents are usually a single event that may be small or large. They occur in a defined geographical area and require local resources or, sometimes, mutual aid. There is usually one to a few agencies involved in dealing with an ordinary threat to life and property and to a limited population. Usually a local emergency is not declared and the jurisdictional EOC is not activated. Incidents are usually of short duration, measured in hours or, at most, a few days. Primary command decisions are made at the scene along with strategy, tactics, and resource management decisions

Emergency

The term *emergency* is used in several ways. It is a condition of disaster or of extreme peril to the safety of persons and property. In this context, an emergency and an incident could mean the same thing, although an emergency could have more than one incident associated with it.

Emergency is also used in Standardized Emergency Management System (SEMS) terminology to describe agencies or facilities, e.g., Emergency Response Agency, Emergency Operations Center, etc.

Emergency also defines a conditional state such as a proclamation of "Local Emergency". The California Emergency Services Act, of which SEMS is a part, describes three states of emergency:

- State of War Emergency
- State of Emergency
- State of Local Emergency

Disaster

A *disaster* is defined as a sudden calamitous emergency event bringing great damage, loss, or destruction. Disasters may occur with little or no advance warning, e.g., an earthquake or a flash flood, or they may develop from one or more incidents, e.g., a major wildfire or hazardous materials discharge.

Disasters are either single or multiple events that have many separate incidents associated with them. The resource demand goes beyond local capabilities and extensive mutual aid and support are needed. There are many agencies and jurisdictions involved including multiple layers of government. There is usually an extraordinary threat to life and property affecting a generally widespread population and geographical area. A disaster's effects last over a substantial period of time (days to weeks) and the local government will proclaim a Local Emergency. Emergency Operations Centers are activated to provide centralized overall coordination of jurisdictional assets, departments and incident support functions. Initial recovery coordination is also a responsibility of the EOCs.

Earthquake Overview

Major Earthquake Threat Summary

Earthquakes are sudden releases of strain energy stored in the earth's bedrock. The great majority of earthquakes are not dangerous to life or property either because they occur in sparsely populated areas or because they are small earthquakes that release relatively small amounts of energy. However, where urban areas are located in regions of high seismicity, damaging earthquakes are expectable, if not predictable, events. Every occupant and developer in Santa Clara County assumes seismic risk because the County is within an area of high seismicity. More than ten severe earthquakes have impacted San Francisco Bay Region during historic times.

The major effects of earthquakes are ground shaking and ground failure. Severe earthquakes are characteristically accompanied by surface faulting. Flooding may be triggered by dam or levee failure resulting from an earthquake, or by seismically induced settlement or subsidence. All of these geologic effects are capable of causing property damage and, more importantly, risks to life and safety of persons.

A fault is a fracture in the earth's crust along which rocks on opposite sides have moved relative to each other. Active faults have high probability of future movement. Fault displacement involves forces so great that the only means of limiting damage to man-made structures is to avoid the traces of active faults. Any movement beneath a structure, even on the order of an inch or two, could have catastrophic effects on the structure and its service lines.

The overall energy release of an earthquake is its most important characteristic. Other important attributes include an earthquake's duration, its related number of significant stress cycles, and its accelerations.

Earthquake Size Descriptions		
Descriptive Title	**Richter Magnitude**	**Intensity Effects**
Minor Earthquake	1 to 3.9	Only observed instrumentally or felt only near the epicenter.
Small Earthquake	4 to 5.9	Surface fault movement is small or does not occur. Felt at distances of up to 20 or 30 miles from the epicenter. May cause damage.
Moderate Earthquake	6 to 6.9	Moderate to severe earthquake range; fault rupture probable.
Major Earthquake	7 to 7.9	Landslides, liquefaction and ground failure triggered by shock waves.
Great Earthquake	8 to 8+	Damage extends over a broad area, depending on magnitude and other factors.

Levels of Response

This information has been checked with the San Jose Police Department for 2008-2009. Response Levels are used to describe the type of event:

The area(s) affected, the extent of coordination or assistance needed, and the degree of participation expected from the School District. Response Levels are closely tied to Emergency Proclamations issued by the head of local government.

Response Level 0 - Readiness & Routine Phase

On-going routine response by the School District to daily emergencies or incidents. Stand-by and alert procedures issued in advance of an anticipated or planned event.

Response Level 3 - Local Emergency

A minor to moderate incident in which local resources are adequate and available. This level of emergency response occurs when an emergency incident, e.g., gas leak, sewer back-up, assaults, bomb threat, toxic spill, medical emergency, shooting, etc., occurs. A Level 3 response requires School/Site Coordinators to implement guidelines in the Emergency Standard Operating Procedures and interact with public agencies.

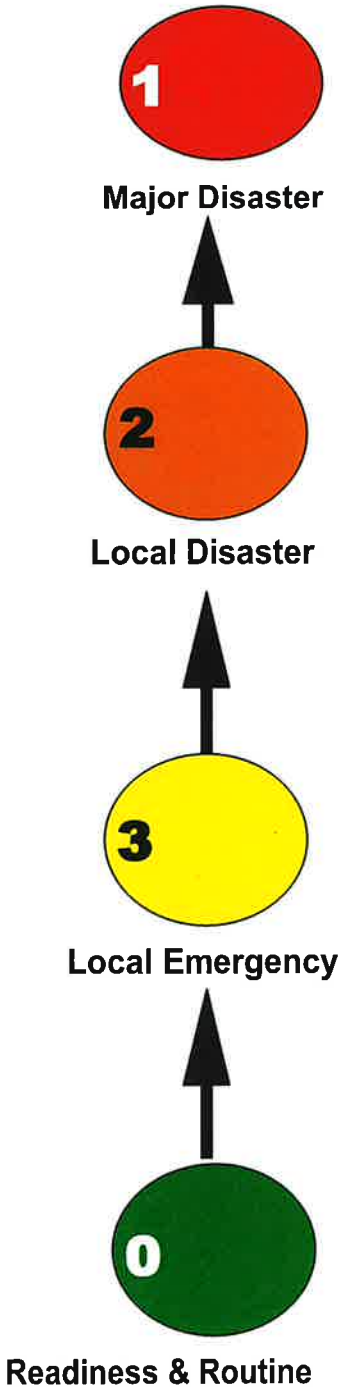
Response Level 2 - Local Disaster

A moderate to severe emergency in which resources are not adequate and mutual aid may be required on a regional, even statewide basis with coordination with local police and fire departments of the affected are working in concert with Alum Rock Union Elementary School District to respond. The affected Cities and the County of Santa Clara will proclaim a local emergency. Then, the State of California may declare a state of emergency.

Response Level 1 - Major Disaster

Resources in or near the impacted areas are overwhelmed and extensive State and Federal resources are required. The cities and the County of Santa Clara will proclaim a local emergency. Then, the State of California will declare a State of Emergency. A Presidential Declaration of an Emergency or Major Disaster is requested by the State. Examples of major disasters are the Loma Prieta Earthquake of 1989 or the Oakland Hills Firestorm of 1991. When local jurisdictions declare a State of Emergency, the district board can declare the same.

Response Level Diagram



Level 1: Major Disaster
On-scene incident
Commander(s) (multiple school sites)
communicates with
District EOC under
Command of EOC Director

District EOC communicates
wih the City EOC

Level 2: Local Disaster
On-scene incident
Commander(s) (multiple school sites)
Communicates with
Abbreviated District EOC under Command
of EOC Manager

Level 3: Local Emergency
On-scene incident
Commander (Site Coordinator)
Communicates as shown
in Classroom Emergency &
Critical Incident Plan
Based upon size of emergency, an Abbreviated
District EOC may be activated.

Level 0: Readiness & Routine

Day-to-day response by District

Emergency Phases

Some emergencies will be preceded by a build-up or warning period, providing sufficient time to warn the population and implement mitigation measures designated to reduce loss of life and property damage. Other emergencies occur with little or no advance warning, thus requiring immediate activation of the emergency operations plan and commitment of resources. All employees must be prepared to respond promptly and effectively to any foreseeable emergency, including the provision and use of mutual aid.

Emergency management activities during peacetime and national security emergencies are often associated with the phases indicated below. However, not every disaster necessarily includes all indicated phases.

Prevention/Mitigation Phase

Prevention/Mitigation is perhaps the most important phase of emergency management. However, it is often the least used and generally the most cost effective. Mitigation is often thought of as taking actions to strengthen facilities, abatement of nearby hazards, and reducing the potential damage either to structures or their contents, while prevention is taking steps to avoid potential problems. Both of these elements require education of parents, students and teachers.

While it is not possible to totally eliminate either the destructive force of a potential disaster or its effects, doing what can be done to minimize the effects may create a safer environment that will result in lower response costs, and fewer casualties.

Preparedness Phase

The preparedness phase involves activities taken in advance of an emergency. These activities develop operational capabilities and responses to a disaster. Those identified in this plan as having either a primary or support mission relative to response and recovery review Standard Operating Procedures (SOPs) or checklists detailing personnel assignments, policies, notification procedures, and resource lists. Personnel are acquainted with these SOPs and checklists and periodically are trained in activation and execution.

Response Phase

Pre-Impact: Recognition of the approach of a potential disaster where actions are taken to save lives and protect property. Warning systems may be activated and resources may be mobilized, EOCs may be activated and evacuation may begin.

Immediate Impact: Emphasis is placed on saving lives, controlling the situation, and minimizing the effects of the disaster. Incident Command Posts and EOCs may be activated, and emergency instructions may be issued.

Sustained: As the emergency continues, assistance is provided to victims of the disaster and efforts are made to reduce secondary damage. Response support facilities may be established. The resource requirements continually change to meet the needs of the incident.

Recovery Phase

Recovery is taking all actions necessary to restore the area to pre-event conditions or better, if possible. Therefore, mitigation for future hazards plays an important part in the recovery phase for many emergencies. There is no clear time separation between response and recovery. In fact, planning for recovery should be a part of the response phase.

First Things First

Preparing your school for emergencies starts with staff preparedness. The backbone of school planning is dependent on the staff's willingness to stay at school during a major community emergency. Personal preparedness makes this much easier.

Each staff member needs

To prepare their family and home for earthquakes and other emergencies

- ❑ A 72-hour supply kit for the home
- ❑ A Car Kit, including comfortable clothes/shoes and medications
- ❑ To develop a plan to reunite with their family
- ❑ A neighborhood preparedness program

Preparedness Brochures are available from the local chapter of the American Red Cross, Santa Clara County Office of Emergency Services, school district website, www.redcross.org, www.prepare.org or www.ready.gov.

If the disaster occurs during school time, Emergency Management recommends the child stay at school until the parent or a trusted friend (see Emergency Cards) picks up the child. We have no idea, especially in an earthquake, how impacted our neighborhoods may be.

This means the school staff will need to stay with the children. You can only do this if you are prepared at home! You must feel that your family can activate your **Family Plan** without you.

Disaster Service Worker Status: ***California Government Code*** Section 3100 declares that public employees are disaster services workers, subject to such disaster service activities as may be assigned to them by the superiors or by law. The term public employees include all persons employed by the state or any county, city, city & county, state agency or public district, excluding aliens legally employed. This law applies to public school employees in the following cases:

1. When a local emergency has been proclaimed,
2. When a state of emergency has been proclaimed, or
3. When a federal disaster declaration has been made.

District and Parent Responsibilities for Students

DISTRICT RESPONSIBILITY

If the superintendent declares a district emergency during the school day, the following procedures will be followed:

IN CASE OF A DECLARED EMERGENCY BY THE SUPERINTENDENT DURING SCHOOL HOURS, ALL STUDENTS WILL BE REQUIRED TO REMAIN AT SCHOOL OR AT AN ALTERNATE SAFE SITE UNDER THE SUPERVISION OF THE SCHOOL PRINCIPAL OR OTHER PERSONNEL ASSIGNED BY THE PRINCIPAL.

1. Until regular dismissal time and released only then if it is considered safe, OR

2. Until released to an adult authorized by the parent or legal guardian whose name appears on district records.

    a. If students are on their way to school, they will be brought to school if bussed, or they should proceed to school if walking.
    b. If students are on their way home from school, they are to continue home.

During a Declared Emergency, those students who have not been picked up by their parents or other authorized person may be taken by district personnel to another site where consolidated care facilities can be provided. This information will be given to the media stations and posted at the site to keep parents informed.

PARENT RESPONSIBILITY

Parents and legal guardians of students will be provided with a Student Health/Emergency Form each year. In case of a Declared Emergency, students will be released ONLY to persons designated on this form. Parents are responsible for ensuring that information on the Student Health/Enrollment Form is current at all times.

Parents are asked to share with the schools the responsibility for informing students of what they should do in case of a severe earthquake or other major emergency. Parents need to give specific directions to each student to follow the policy outlined above and to follow the directions of school personnel.

School authorities will do everything possible to care for each student while he/she is under district supervision.

It is critical that students do not have directions from parents that are contrary to the district's stated policy on retention at school and authorized release in case of a severe emergency.

Chapter 7

Emergency Response Procedures

Basic Actions

Most emergency responses are covered by the following Basic Actions:

A. Action: STAND BY

Action: STAND BY consists of bringing students into the classroom or holding them in the classroom pending further instruction.

B. Action: LEAVE BUILDING

ACTION: LEAVE BUILDING consists of the orderly movement of students and staff from inside the school building to outside areas of safety or planned evacuation site.

Action: LEAVE BUILDING is appropriate for—but not limited to—the following emergencies:

a. Fire
b. Peacetime Bomb Threat
c. Chemical Accident
d. Explosion or Threat of an Explosion
e. Following an Earthquake
f. Other similar occurrences that might make the building uninhabitable
g. At the onset of a Code Red/Lockdown Alert, when teacher/supervisor has ascertained that leaving is the best option.

C. Action: TAKE COVER

Action: TAKE COVER consists of bringing/keeping students indoors if possible and sheltering in place as appropriate to the situation.

If outdoors, Action: TAKE COVER consists of hiding behind any solid object (large tree, engine block of car, cement wall), in the event a sniper attack, armed intruder, rabid animal, or moving immediately to a location which is upwind and uphill in the event of a chemical or biological threat
Action TAKE COVER is appropriate for, but not limited to, the following:

a. Severe Windstorm (short warning)
b. Biological or Chemical Threat
c. Sniper Attack
d. Rabid Animal on School Grounds

D. Action: DROP

WARNING: The warning for this type of emergency is the beginning of the disaster itself.

Action: DROP consists of:

a. Inside school buildings
   - Immediately **TAKE COVER** under desks or tables and turn away from all windows
   - Remain in a sheltered position for at least 60 seconds silent and listening to/or for instructions

b. Outside of School Buildings
   - Earthquake: move away from buildings
   - Take a protective position, if possible

c. Explosion/Nuclear Attack:
   - Take protective position, **OR,**
   - Get behind any solid object (ditch, curb, tree, etc.); lie prone with head away from light or blast; cover head, face, and as much of the skin surface as possible; close eyes, and cover ears with forearms.

E. ACTION: DIRECTED MAINTENANCE

No school personnel/students are allowed to enter a school facility until inspected by and authorized by appropriate school personnel: Maintenance and School Administrators, and if applicable, Police, Fire, or City Inspectors.

In the event that drinking water is unsafe, water valves will be turned off and the drinking fountains sealed.

Water, gas, and electrical shut-off valves will be shut-off for each applicable building under the join authorization of the administration and head custodian.

F. ACTION: DIRECTED TRANSPORTATION

WARNING: Under certain disaster conditions, authorized officials may attempt to move an entire community, or portion thereof, from an area of danger to another area of safety.

Action: **DIRECTED TRANSPORTATION** consists of loading students and staff into school buses, cars and other means of transportation, and taking them from a danger area to a designated safety area.

Action: **DIRECTED TRANSPORTATION** is considered appropriate only when directed by the Superintendent or designee, Site Administrator, Police, Fire, or OES. It may be appropriate for, but not limited to, movement away from:

a. Fire
b. Chemical & Biological Gas Alert
c. Flood
d. Fallout Area
e. Blast Area
f. Chemical & Biological Gas Alert
g. Specific Man-Made Emergency (shooting, fire, etc.)

G. ACTION: GO HOME

Action: **GO HOM**E consists of:

a. Dismissal of all classes
b. Return of students to their homes by the most safe and expeditious mean

Action: **GO HOME** is to be considered only if there is time for students to go safely to their homes and if buses or other transportation are available for students who live at a distance from the school. Notification of parents by radio broadcast, local television, ALERT website, phone distribution lists, or other means will be requested.

H. ACTION: CONVERT SCHOOL

Action: **CONVERT SCHOOL** to a Red Cross emergency facility will be initiated by City officials.

Earthquake
DROP, COVER, and HOLD

It is the responsibility of every school employee to ensure students are taught and trained in the following procedures.

Earthquake procedures in the classroom or office

At the first indication of ground movement, you should **DROP** to the ground. It will soon be impossible to stand upright during the earthquake. Getting to the ground will prevent being thrown to the ground.

You should seek protective **COVER** under or near desks, tables, or chairs in a kneeling or sitting position.

You should **HOLD** onto the table or chair legs. Holding onto the legs will prevent it from moving away from you during the quake. Protect your eyes from flying glass and debris with your arm covering your eyes.

You should remain in the DROP position until ground movement ends. Be prepared to DROP, COVER and HOLD during aftershocks.

After ground movement ends, check for injuries and safely evacuate the building. Move to a safe, open area, away from power lines and other overhead hazards.

Earthquake procedures in other parts of the building

At the first indication of ground movement, you should DROP to the ground.

Take COVER under any available desk, table, or bench. If in a hallway, drop next to an inside wall in a kneeling position and cover the back of the neck with your hands.

After ground movement ends, check for injuries and safely evacuate the building. Move to a safe, open area, away from power lines and other overhead hazards.

Earthquake procedures while outside

At the first indication of ground movement, move away from overhead hazards such as power lines, trees, and buildings. DROP to the ground and COVER the back of the neck with your hands. Be aware of aftershocks. Do not enter buildings until it is determined safe to do so.

If walking to or from school, DO NOT RUN. Stay in the open. If the student is going to school, continue to the school. If going home, the student should continue to go home.

While in a vehicle or school bus, pull over to the side of the road and stop. If on a bridge, overpass, or under power lines, continue on until the vehicle is away from the overhead dangers. Wait until the ground movement stops and check for injuries. Be aware of aftershocks, downed wires, or roads blocked by debris. The Bus Driver is legally responsible for the welfare of student riders.

Fire

All classrooms and offices shall have an Emergency Exit sign and Evacuation Chart posted in a prominent location.

Fire Within A School Building:

In the event that a fire is detected within a school building, use the following procedures:

a. The Principal or Designee will:
   - Order an evacuation if the fire alarm doesn't work
   - Call 9-1-1
   - Notify the Superintendent and Student Services Department

b. Teachers will supervise the evacuation of the classrooms to the designated areas according to the Emergency Exit Plan posted in every classroom and office.

c. Teachers will close doors upon evacuating.

d. Teachers will take their roll books to the evacuation site and take roll. Teachers will report any missing student(s) to their Team Supervisor/ Administrator.

e. The Head Custodian or designees shall assist by shutting off gas valves, electricity, etc., or other if necessary for evacuating, putting out the fire, etc.

f. The Head Custodian or designee shall open necessary gates for fire truck and other emergency vehicle access when appropriate. The Head Custodian or designee will also keep access entrances open for emergency vehicles.

g. Notify students and staff when it is safe to return to the school site under the direction of the Fire Department and in consultation with the Superintendent or designee.

Fire Near School

a. **The Principal or designee shall**:

   - Determine the need to execute an evacuation if nearby fire poses an immediate threat to the students or the building.
   - Notify the Fire Department by calling 911.
   - Notify the Superintendent's office and Student Services Department.

- Notify students and staff when it is safe to return to the school site under the direction of the Fire Department and in consultation with the Superintendent or designee.

Power Outage / Rolling Blackouts

IT IS THE DISTRICT'S INTENT THAT SCHOOLS WILL REMAIN OPEN DURING A POWER OUTAGE.

There are several stages of alerts that are being broadcast over the radio:

- STAGE 1 EMERGENCY indicates that the operating reserves in the real-time market are forecasted to be less than the California Independent System Operator (CAISO) Minimum Operating Reserves criteria.
- STAGE 2 EMERGENCY indicates that the operating reserves in the real-time market are forecasted to be less than five (5) percent.
- STAGE 3 EMERGENCY indicates that the operating reserves in the real-time market are forecasted to be less than 1.5 percent.

If the district is notified of a STAGE 3 EMERGENCY, possible-affected sites will be contacted as soon as practicable. Once notified, turn off PCs, monitors, printers, copiers, and lights when not in use or not needed. If you cannot turn off the whole computer, turn off the monitor and the printer. Shut off lights in unoccupied rooms. In spite of everyone's best effort to communicate, it is possible that an outage will occur with no notice to the district. To keep abreast of the daily situation, listen to 740AM (KCBS) radio station as you are driving into work for the status of the day.

PREPARING FOR AN OUTAGE

- ❑ Update each student's emergency card.
- ❑ Determine availability of portable lighting at site, i.e. flashlights & batteries.
- ❑ Find out that when power is lost, do emergency lights go on and do the "Exit" signs remain lit?
- ❑ Clear away materials and boxes from hallways and pathways.
- ❑ Check the school district's PG&E Block list to determine in which PG&E block your site is located. As a note, Block 50's power will not be interrupted.
- ❑ Ask your teachers to have alternative teaching methods and plans to be used at STAGE 3 only.
- ❑ Conduct a survey of your site for the classrooms and offices with no windows and prepare relocation plans.

- ❑ Plan alternative communication methods that suit your site, such as runners, cell phones, or radios.
- ❑ Develop a site plan such as a buddy system or chaperone, for restrooms or any other necessary leave during this period.
- ❑ Have flashlights & replacement batteries available for the restrooms and other locations with no windows.
- ❑ Ask your staff and students to have seasonal warm clothing available.
- ❑ Use surge protectors for all computer equipment, major appliances and electronic devices.
- ❑ If you have electric smoke detectors, use a battery-powered smoke detector as a backup.

DURING AN OUTAGE

- ❑ CONTACT MAINTENANCE & OPERATIONS IMMEDIATELY IF YOUR SITE IS EXPERIENCING A BLACKOUT.
- ❑ According to SBC (Telephone Company), phones connected directly to a phone jack will be operable. Phones that require power from an electrical outlet will not work.
- ❑ If an outage lasts more than 30 minutes, have pre-designated people walk through the campus and check on the status of individuals in each building.
- ❑ Use a buddy system when going to the restrooms.
- ❑ DO NOT USE barbeques, Coleman-type stoves, hibachis and other outdoor-cooking devices indoors.
- ❑ DO NOT USE candles or gas lanterns.
- ❑ Turn off PCs, monitors, printers, copiers, major appliances and lights when not in use or not needed. If you cannot turn off the whole computer, turn off the monitor and the printer.
- ❑ Shut off lights in unoccupied rooms.

The rolling outages should not last more than two hours and, with some preparation, business can be conducted as close to normal as possible.

If a power outage is prolonged, the principal should contact the Superintendent for directions (release students/staff, evacuation to another site, etc.).

Shelter-in-Place

Shelter in Place/Code Blue may be directed should there be a danger in the community that could present a danger to the school community or a situation at the school that could harm students or staff if they are outdoors. Incidents could include gas leaks, chemical spills, mountain lions or a predator in the neighborhood.

When instructed or when an alerting system triggers a Shelter in Place:

- ❑ **SHELTER.** Go inside the nearest building or classroom and remain there. Lock the door. You are looking for enclosed protection from the outside. Teachers should quickly check halls and get students into classrooms. Teachers will keep all students in the classroom until the emergency is resolved or directed to evacuate by the Principal and/or Public Safety Responders.

- ❑ **SHUT.** Close all doors and windows. The tighter and more complete the seal the better. Close as many windows and doors between the outside and your shelter-in-place room as possible.

- ❑ **LISTEN.** Remain quiet to hear critical instructions from school officials.

    - o If there is no direction, continue instructional/work activities until the situation resolves or you are directed to do otherwise.

ADDITIONAL STEPS FOR TEACHERS AND STAFF IF APPROPRIATE:

- ❑ **Advise students to cover their mouth and nose with a damp cloth or handkerchief to protect from any airborne hazards.**

- ❑ **A school official (or student if no official present) should close all vents and turn off ventilation systems**. *The goal is to keep inside air in and outside air out. Air conditioners and heating systems bring outside air in.*

- ❑ **Turn off all motors and fans.** *Still, non-moving air is best. Turn off anything that creates wind, generates extra heat, or could generate sparks.*

- ❑ Advise students to remain sheltered until the "all-clear" signal is given by a school or local official.

Bomb Threat

Most likely, threats of a bomb or other explosive device will be received by telephone.

THE PERSON RECEIVING THE BOMB THREAT WILL:

❑ Attempt to gain as much information as possible when the threat is received. Do not hang up on the caller.

❑ Use the **"bomb threat checklist"** form (attached) as a guide to collect the information needed. Don't be bashful about asking direct, specific questions about the threat. Keep the caller on the phone as long as possible. If the threat is received by phone, attempt to gain more information.

The most important information is:

❑ **When will the bomb explode and where is the bomb located?**

❑ Immediately after receiving the bomb threat, the person receiving the call will verbally notify the building administrator of the threat received. Complete the "bomb threat checklist" form (attached).

❑ Turn off cellular phones and/or walkie-talkie radios (transmits radio waves--could trigger a bomb).

BUILDING ADMINISTRATOR WILL (IF NECESSARY):

❑ Call 9-1-1. Give the following information:

- ✓ Your name
- ✓ Your call-back phone number
- ✓ Exact street location with the nearest cross street
- ✓ Nature of incident
- ✓ Number and location of people involved and/or injured

- Notify the Superintendent's Office and Student Services.

- ❑ Evacuate involved buildings using fire drill procedures. Principal must have the Superintendent's permission to evacuate the entire site.

- ❑ Implement a systematic inspection of the facilities to determine if everyone is out

- ❑ Fire Department or Police Officers shall organize a search team to check for suspicious objects; a bomb can be disguised to look like any common object. Site employees should be ready to assist as needed.

- ❑ Maintain an open telephone line for communications.
  Secure all exits to prevent re-entry to buildings during the search period.

- ❑ Be certain people stay clear of all buildings; a bomb(s) may be planted against an outside wall. The blast will be directed in large part away from the building.

- ❑ Re-occupy buildings only when proper authorities give clearance

BOMB THREAT REPORT FORM
ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

School:	**Time Call Received:**	**Call Taken By:**
Date:	**Time Caller Hung Up:**	**Title:**
	Caller ID Info (*69)	

Questions to Ask:	**Exact Wording of Threat:**							
1. When will the bomb explode?	**Caller's Voice:** (circle all that apply)				**Caller's Language:** (circle all that apply)		**Background Sounds:** (circle all that apply)	
2. Where is the bomb right now?	Calm	Nasal	Deep Breathing	Cracking Voice	Well Spoken	Educated	Street Noises	Crockery
3. What does it look like?	Angry	Stutter	Disguised	Accent	Foul	Message Taped?	Voices	PA System
4. What kind of bomb is it?	Excited	Lisp	Serious	Used Slang	Message Read?	Young (child)	Music	House Noises
5. What will cause it to explode?	Slow	Raspy	Incoherent	Joking	Young (adult)	Middle Aged	Motor	Office
6. Did you place the bomb?	Rapid	Deep	Slurred	Distinct	Old		Factory	Machinery
7. Why?	Soft	Ragged	Clearing Throat	Normal	**Caller Demographics** (Circle One)		Animal Noises	Clear
8. How did the bomb get in the school?	Loud	Laughter	Crying	Frightened	Male	Female / Unknown	Static	Local
9. Where are you calling from?	If voice is familiar, who did it sound like?				Approximate Age:		Long Distance	Cell Phone
10. What is your name, address, phone?	**Other Observations:**							
	Have this information ready before calling 911.							

Intruder on Campus

The campus intruder is defined as a non-student or a student on suspension who loiters or creates disturbances on school property. Intruders are committing the crime of Criminal Trespass. Dangerous and/or concealed weapons are forbidden on school premises unless carried by law enforcement officers.

Low Level:

- ❑ Have the person(s) under suspicion kept under constant covert surveillance.
- ❑ Approach and greet the intruder in a polite and non-threatening manner.
- ❑ Identify yourself as a school official.
- ❑ Ask the intruder for identification.
- ❑ Ask them what their purpose is for being on campus.
- ❑ Advise intruder of the trespass laws.
- ❑ Ask the intruder to quietly leave the campus or invite him/her to accompany you to the office.
- ❑ If the intruder refuses to respond to your requests, inform him/her of your intention to summon law enforcement officers.
- ❑ If the intruder gives no indication of voluntarily leaving the premises, notify Police and Administration.

If Intruder(s) are on playground or grounds at brunch or lunch time:

- ❑ Outdoor Supervisors should notify the office by radio and move all students into cafeteria/gym/classrooms unless otherwise directed.
- ❑ Lock exit doors to the cafeteria/gym.
- ❑ Spread SHELTER IN PLACE or LOCKDOWN alarm throughout the rest of school as appropriate.

Hostage Situation

Staff and students should sit quietly if the situation is in their presence. TRY to remain calm. Staff should set the example if the armed intruder is in their presence by doing anything possible for the staff member and students to survive. If gun fire starts, staff and students should seek cover or begin rapid movement procedures.

- ❑ **.Do not engage in a conversation or try to persuade the intruder to leave your classroom or school.** Remember, you are in an illogical situation so any logical argument may go unheard. The intruder is probably aware of the potential danger that he/she would be facing if he/she left the classroom. The intruder may perceive himself/ herself as being sane.

- ❑ If the intruder speaks to you or to your students, then answer him or her**. Do not provoke him or her.** Don't try to take matters into your own hands. Students should be told not to whisper to one-another, laugh, or to make fun of the intruder. Remember, the intruder is disturbed and probably mentally ill, and more than likely paranoid. Any whispering or laughter may be perceived by the intruder as directed at him or her.

- ❑ .Students should be taught to respond on their own when threatened. Incidents can occur which leave no time for signals. If students are outside unable to find access to a room, they should, depending on the situation, initiate Action **"TAKE COVER"** position or run in a zig-zag fashion to the staging areas and **STAY CALM**.

- ❑ If and when possible, call Administration and/or 9-1-1.

Lockdown

A Lockdown Alert is sounded if **there is a sniper, armed intruder or active shooter on campus.** Staff members have a very limited amount of time in which to commit to a course of action. Immediately assess both the situation and the surrounding environment and responds to the situation based upon the LockdownTraining™ and drills. This is also true for your students who may need to become resources for substitutes or who are alone when an event occurs.

Remember, the Lockdown response is a partnership with local law enforcement.

Immediate actions should include:

- Students and staff go into classrooms/buildings or run to off-site evacuation areas.
- LOCKDOWN includes building door barricades, internal barricades, covering windows and turning off/dimming lights.
- Notify administration
- Call 9-1-1 if you know the location of the shooter, the description or identity of the shooter or if you need medical direction for a victim.
- Administration notifies the Superintendent

Intermediate activities:

- Place a red card under the door/in a window if you have a serious injury in the classroom.
- Take roll
- Conduct anxiety-reducing activities

Evacuation:

- Prepare students and yourself for a quick evacuation
- Follow directions of law enforcement when they arrive

Poisoning, Chemical Spills, Hazardous Materials

POISONING:

If a student ingests a poisonous substance:

- Call Poison Control Center Link Line 1-800-222-1222. Take appropriate first aid measures.
- Call parents.
- Notify the Health Services Office.

Following any emergency, notify:

- **District Superintendents' Office at (408) 928-6822**
- **MOT at (408) 928-6986 or (408) 928-6859 between 7:30am-4:30pm. After 4:30pm, call (408) 687-2344**
- **Student Services at (408) 928-6945**

Following any emergency, notify the District Superintendents' Office

CHEMICAL SPILL ON SITE:

The following are guidelines for Chemical Spills:

- Evacuate the immediate area of personnel
- Determine whether to initiate Shelter In Place Protocol
- Secure the area (block points of entry)
- Identify the chemical and follow the procedures for that particular chemical.
- Notify the District Office.

CHEMICAL SPILL OFF SITE INVOLVING DISTRICT EQUIPMENT/PROPERTY

Call and notify the following District Office contacts:

- **(408 928-6986 or (408) 928-6859 during 7:30am-4:30pm for MOT**
- **(408) 687-2344 after 4:30pm for MOT**
- **(408) 928-6822 for the Superintendent's Office**
- **(408) 928-6945 for Student Services**

with the following information:

✓ Date, time, and exact location of the release or threatened release

✓ Name and telephone number of person reporting

- ✓ Type of chemical involved and the estimated quantity
- ✓ Description of potential hazards presented by the spill
- ✓ Document time and date notification made
- ✓ Other emergency personnel responding (Highway Patrol, CALTRANS, etc.)

❑ Locate a fire extinguisher and have present, should the need arise

❑ Place reflective triangles or traffic cones if in street or highway. DO NOT LIGHT FLARES!

❑ If spill response equipment is available use it to take the necessary measures to prevent the spill from spreading.

Reporting Chemical Spills

Once an emergency spill response has been completed, the person reporting the initial spill must complete a SPILL RESPONSE EVALUATION. The incident must be reported to the Superintendent WITHIN 24 HOURS OF THE SPILL.

Spill Clean Up

Chemical Spills may not be cleaned up by school personnel. Call and notify the following District Office contacts at:

- **(408 928-6986 or (408) 928-6859 during 7:30am-4:30pm for MOT**
- **(408) 687-2344 after 4:30pm for MOT**
- **(408) 928-6822 for the Superintendent's Office**
- **(408) 928-6945 for Student Services**

The cleanup will be coordinated through a designated contractor.

HAZARDOUS SUBSTANCES

Hazardous Substances include the following, but is not limited to the following:

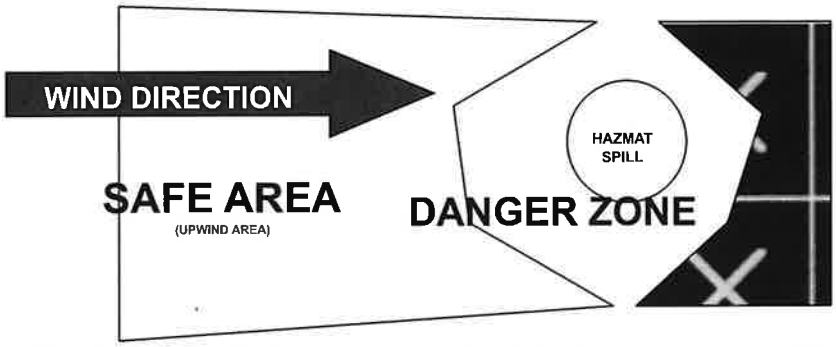
Gasoline	Lacquer Thinner
Solvents	Paint
Motor Oil	Agricultural Spray
Diesel Fuel	Paint Thinner
Kerosene	Stain
Anti-Freeze	Break Fluid
Airborne Gases/Fumes	

Always call for assistance and:

- ❑ Extinguish all ignition sources
- ❑ Shut off main emergency switch to fuel pump, if appropriate
- ❑ Move appropriate fire extinguishing equipment to area
- ❑ If possible, contain the spill to prevent further contamination
- ❑ Move people/personnel away or evacuate from contamination area

If the spill is too great to handle, contact the MOT and following departments at:

- **(408) 928-6986 or (408) 928-6859 between 7:30am-4:30pm and after 4:30 p.m. call (408) 687-2344**
- **(408) 928-6822 for the Superintendent's Office**
- **(408) 928-6945 for Student Services**



Staff and students will evacuate the area immediately, if appropriate. **Move uphill, upwind, upstream if possible.**

VEHICLE FUEL SPILL

When a spill has occurred, the first thing to do is to keep the situation from worsening. Follow these steps:

- ❑ Shut off emergency switch
- ❑ Avoid skin contact
- ❑ Isolate the spill from people and vehicles by blocking all points of entry
- ❑ Stop and evaluate any hazards
- ❑ Prevent discharge into storm drains. Divert the flow by sealing off areas with absorbents. Prevent runoff. Use absorbent "socks" or "booms" to contain the spill

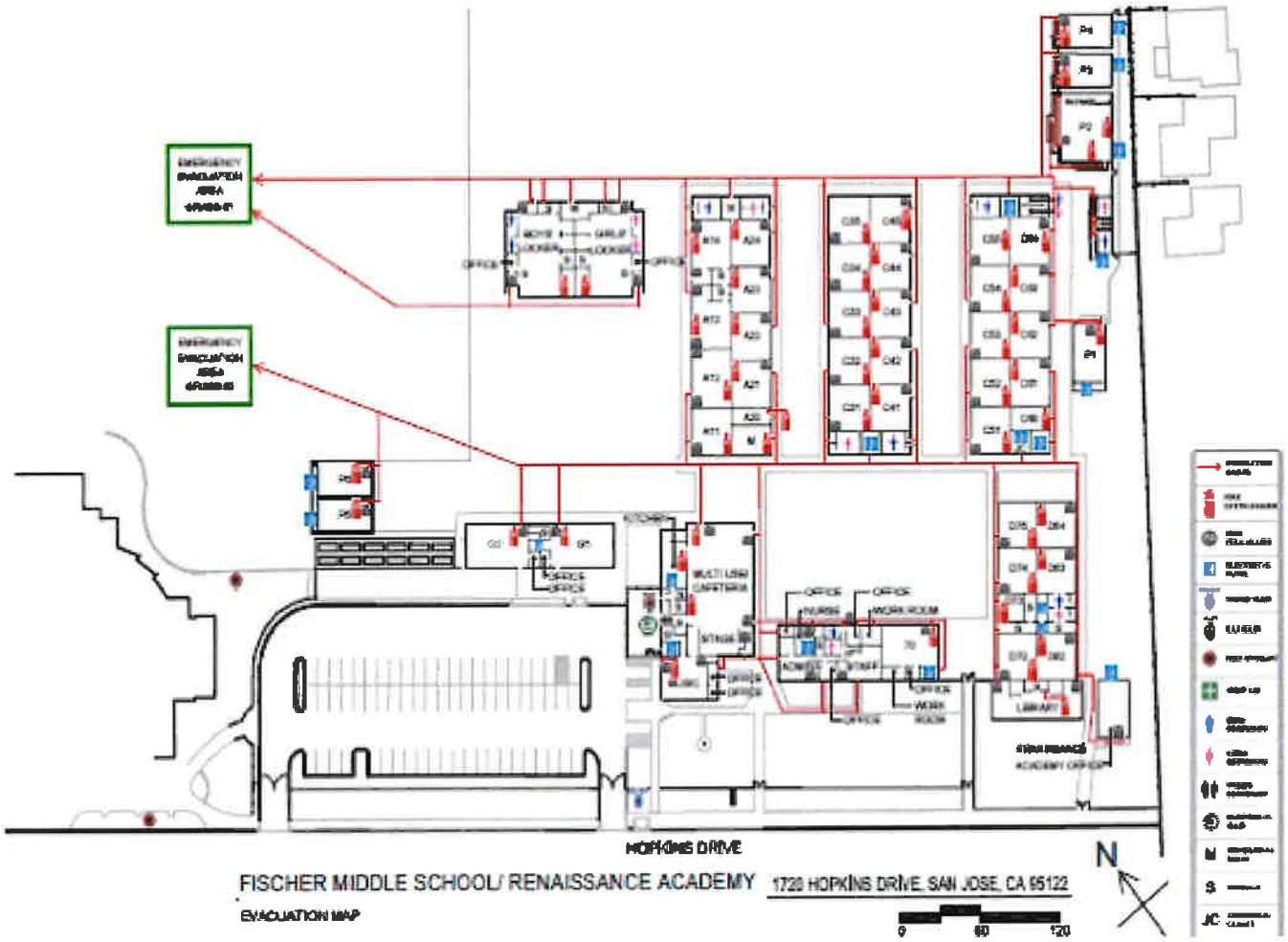
- ❑ Identify the source, estimated quantity spilled and stop further release(s) - IF IT CAN BE DONE SAFELY
- ❑ Take care of any injured
- ❑ Notify the District Office.
- ❑ If the spill is unmanageable, contact the Fire Department by calling 9-1-1

If, after attempted containment, the release still poses either a present or a potential threat, notify the California Office of Emergency Services and local emergency assistance organizations (fire, police, etc.). Give the following information:

- ❑ Date, time, and exact location of the release
- ❑ Name and telephone number of persons reporting the release
- ❑ The type of fuel spilled and the estimated quantity
- ❑ Description of potential hazards presented by the fuel spill
- ❑ Document the time and date notification was made and the information provided

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Emergency Evacuation Routes and Procedures



In an Emergency Building Evacuation all employees will:

- ❑ Upon emergency alert, secure the work area and depart/report to the assigned area.
- ❑ Perform duties as pre-assigned by the Principal in cooperation with emergency services personnel.
- ❑ DO NOT re-enter the building without permission or request of emergency service authorities.
- ❑ Remain in the general assembly areas and calm students if not assigned another duty.
- ❑ When signaled to re-enter safe areas of the school, quickly do so.
- ❑ Upon safe re-entry, report anything amiss to the Operations Chief.

In an Emergency Building Evacuation teachers will also:

- ❑ Upon alert, assemble students for evacuation using designated routes and account for all students.
- ❑ Secure room.
- ❑ If possible, leave a note on the door advising where the class evacuated to if other than the standard assembly area.
- ❑ Upon arrival at the assembly area, account for all students.
- ❑ Secure medical treatment for injured students.
- ❑ Report any students missing or left behind because of serious injuries.
- ❑ Stay with and calm students.
- ❑ If signaled to re-enter school, assure students do so quickly and calmly. Account for all students.
- ❑ Check room and report anything amiss to the Team Leader and/or Operations Chief.
- ❑ Debrief students to calm fears about the evacuation.

Emergency Campus Evacuation

If it is necessary to evacuate the entire campus to another school or relief center, the Principal will:

- ❑ Notify the Superintendent of the Campus Evacuation.
- ❑ Cooperate with emergency authorities in enlisting students/staff with cars to help transport evacuees.
- ❑ Direct the evacuation, assure all students/staff are accounted for as they depart and arrive.

Medical Emergencies

Calmly and carefully, assess the medical emergency you are faced with. Take only those measures you are qualified to perform.

You should always wear latex or rubber gloves to prevent contact with bodily fluids.

Rescue Breathing

- ❑ Gently tilt the head back and lift the chin to open the airway.
- ❑ Pinch the nose closed.
- ❑ Give two slow breaths into the mouth.
- ❑ Breathe into an adult once every five seconds, and for children or infants breathe gently once every three seconds.
- ❑ If you are doing the procedure correctly, you should see the chest rise and fall.

To Stop Bleeding

- ❑ Apply direct pressure to the wound.
- ❑ Maintain the pressure until the bleeding stops.
- ❑ If bleeding is from an arm or leg, and if the limb is not broken, elevate it above the level of the heart.
- ❑ If limb appears to be broken, minimize any movement, but take what measures are necessary to stop the bleeding.

Treatment for Shock

- ❑ Do whatever is necessary to keep the person's body temperature as close to normal as possible.
- ❑ Attempt to rule out a broken neck or back.
- ❑ If no back or neck injury is present, slightly elevate the person's legs.

Choking

- ❑ Stand behind the person.
- ❑ Place the thumb side of one of your fists against the person's abdomen, just above the navel and well below the end of the breastbone.
- ❑ Grasp your fist with your other hand, give an abdominal thrust.
- ❑ Repeat until the object comes out.
- ❑ If required, begin rescue breathing.

Triage Guidelines

Triage is defined as ***the sorting of patients into categories of priority for care based on injuries and medical emergencies***. This process is used at the scene of multiple-victim disasters and emergencies when there are more victims than there are rescuers trained in emergency care.

Incidents that involve large numbers of casualties, and have a delay in the response time of emergency medical services, require a special form of triage. The modified triage system that is in most common use is the S.T.A.R.T. (**S**imple **T**riage **A**nd **R**apid **T**reatment) Plan. In this plan, patients are triaged into very broad categories that are based on the need for treatment and the chances of survival under the circumstances of the disaster. These categories are listed below:

TRIAGE Priorities
Highest Priority - RED TAG
1. Airway and breathing difficulties
2. Cardiac arrest
3. Uncontrolled or suspected severe bleeding
4. Severe head injuries
5. Severe medical problems
6. Open chest or abdominal wounds
7. Severe shock
Second Priority - YELLOW TAG
1. Burns
2. Major multiple fractures
3. Back injuries with or without spinal cord damage
Third Priority - GREEN TAG
1. Fractures or other injuries of a minor nature
Lowest Priority – BLACK
2. Obviously mortal wounds where death appears reasonably certain
3. Obviously deceased

S.T.A.R.T. Plan Triage Checklist

This method allows rapid identification of those patients who are at greatest risk for early death and the provision for basic life-saving stabilization techniques.

Initial Contact

- Identify self, and direct all patients who can walk to gather and remain in a safe place. Tag these people **GREEN**
- Begin evaluating the non-ambulatory patients where they are lying.

Assess respiration (normal, rapid, absent)

- If absent, open airway to see if breathing begins
- If not breathing, tag **BLACK** (dead) DO NOT PERFORM C P R
- If patient needs assistance to maintain open airway, or respiratory rate is greater than 30 per minute, tag **RED** (attempt to use a bystander to hold airway open)
- If respiration is normal, go to next step

Assess perfusion (pulse, bleeding)

- Use the capillary refill test to check radial (wrist) pulse
- If capillary refill test is greater than 2 seconds, or radial pulse is absent, tag **RED**
- If capillary refill is less than 2 seconds, or radial pulse is present, go to next step.
- Any life threatening bleeding should be controlled at this time, and if possible, raise patient's legs to treat for shock (attempt to use a bystander to hold pressure/bleeding control)

Assess Mental Status (commands, movement)

- Use simple commands/tasks to assess
- If patient cannot follow simple commands, tag **RED**
- If patient can follow simple commands, they will be tagged **YELLOW** or **GREEN**
- This will depend on other conditions, where their injuries will determine the priority of **YELLOW** versus **GREEN** (i.e. multiple fractures would require a higher level of treatment than superficial lacerations)

Suicide

The publications of many organizations and governmental agencies contain advice for people who are faced with suicidal people. That advice is summarized below.

Do's

Listen — to what the person is saying and take her/his suicidal threat seriously. Many times a person may be looking for just that assurance.

Observe — the person's nonverbal behavior. In children and adolescents, facial expressions, body language, and other concrete signs often are more telling than what the person says.

Ask — whether the person is really thinking about suicide. If the answer is "YES," ask how she/he plans to do it and what steps have already been taken. This will convince the person of your attention and let you know how serious the threat is.

GET HELP — by contacting an appropriate Crisis Response Team member. Never attempt to handle a potential suicide by yourself.

STAY — with the person. Take the person to a CRT member and stay with that person for a while. The person has placed trust in you, so you must help transfer that trust to the other person.

Don'ts

Don't — leave the person alone for even a minute.

Don't — act shocked or be sworn to secrecy.

Don't — underestimate or brush aside a suicide threat ("You won't really do it; you're not the type"), or to shock or challenge the person ("Go ahead. Do it"). The person may already feel rejected and unnoticed, and you should not add to the burden.

Don't — let the person convince you that the crisis is over. The moat dangerous time is precisely when the person seems to be feeling better. Sometimes, after a suicide method has been selected, the person may appear happy and relaxed. You should, therefore, stay involved until you get help.

Don't — take too much upon yourself. Your responsibility to the person in a crisis is limited to listening, being supportive, and getting her/him to a trained professional. Under no circumstances should you attempt to counsel the person.

Mass Casualty

In the event of a Mass Casualty Incident (MCI):

- ❑ Determine what the problem is and **call 9-1-1** for local emergency services. **Note:** A casualty is a victim of an accident or disaster.
- ❑ Identify the problem and give the school address.
- ❑ Site administrators decide whether or not to activate the School Site Disaster First Aid Team protocols (See School Site Disaster Plan).
- ❑ Determine if problem will continue or if it is over.
- ❑ Notify Superintendent's Office.
- ❑ School representative will meet Incident Command Officer (Fire Department or Police Official) who will determine the exact nature of the incident.
- ❑ Site administrators/First Responders will implement Mass Casualty Tracking Protocols as appropriate to the situation.
- ❑ Keep calm, reassure students.
- ❑ Fire Department will notify appropriate agencies for additional help.
- ❑ Crisis Team will convene.
- ❑ Contact the Superintendent to determine the need to send students home.

Mass Casualty **PATIENT TRACKING SHEET** **Page_____**

HOSPITALS:

LGH – LOS GATOS
ECH – EL CAMINO
GSH – GOOD SAMARITAN
KSC – KAISER SANTA CLARA
STH – SANTA TERESA
OCH – O'CONNOR
SJH - SAN JOSE
SLH – STE. LOUISE
SUH - STANFORD
VMC – VALLEY MED
Other

PARAMEDIC TAG #	VICTIM NAME	STUDENT ID #	TIME OF DEPARTURE	Hospital

Signed _____ **Date**_____

Bio Terrorism

Anthrax Threat - How to identify suspicious letters or packages

Some characteristics of suspicious letters or packages include the following:

- ✓ Excessive postage
- ✓ Handwritten or poorly typed addresses
- ✓ Incorrect titles
- ✓ Title, but no name
- ✓ Misspellings of common words
- ✓ Oily stains, discolorations or odors
- ✓ No return address
- ✓ Excessive weight
- ✓ Lopsided or uneven envelop
- ✓ Protruding wires or aluminum foil
- ✓ Excessive security material such as masking tape, string, etc.
- ✓ Visual distractions
- ✓ Ticking sound
- ✓ Marked with restrictive endorsements, such as "Personal" or "Confidential."
- ✓ Shows a city or state in the postmark that does not match the return address.

Suspicious unopened letter or package marked with threatening message such as "Anthrax"

- ❑ Do not shake or empty the contents of any suspicious envelope or package.
- ❑ Place the envelope or package in a plastic bag or some other type of container to prevent leakage of contents.
- ❑ If you do not have any container, then cover the envelope or package with anything (e.g., clothing, paper, trash can, etc.) and do not remove this cover.
- ❑ Then leave the room and close the door, or section off the area to prevent others from entering.
- ❑ Wash your hands with soap and water to prevent spreading any powder to your face.
- ❑ If you are at home, report the incident to the local police. If you are at work, report the incident to the local police and your site administrator.
- ❑ List all people who were in the room or area when this suspicious letter or package was recognized. Give the list to both the local public health authorities and law enforcement officials for follow-up investigations and advice.

Envelope with powder or powder spills out onto a surface

- ❑ Do not try to clean up the powder. Cover the spilled contents immediately with anything and do not remove this cover.
- ❑ Leave the room and close the door or section off the area to prevent others from entering.
- ❑ Wash your hands with soap and water to prevent spreading any powder to your face.
- ❑ If you are at home, CALL 9-1-1 to report the incident. If you are at work, CALL 9-1-1 and your site administrator to report the incident.
- ❑ Remove heavily contaminated clothing as soon as possible and place in a plastic bag, or some other container that can be sealed. The clothing bag should be given to the emergency responders for proper disposal.
- ❑ Shower with soap and water as soon as possible. Do not use bleach or other disinfectant on your skin.
- ❑ If possible, list all people who were in the room or area, especially those who had actual contact with the powder. Give the list to both the local police and public health authorities so that proper instructions can be given for medical follow-up and further investigation.

Possible room contamination by aerosol

(Examples: small devices triggered warning that air handling systems are contaminated, or warning that a biological agent is released in a public space.)

- ❑ Turn off local fans or ventilation units in the area.
- ❑ Leave the area immediately.
- ❑ Close the door or section off the area to prevent others from entering.
- ❑ Move upwind, uphill, upstream.
- ❑ If you are at home, report the incident to the local police. If you are at work, report the incident to the local police and your site administrator.
- ❑ Shut down air handling systems in the building if possible.
- ❑ If possible, list all people who were in the room or area, especially those who had actual contact with the powder. Give the list to both the local police and public health authorities so that proper instructions can be given for medical follow-up and further investigation.

DO NOT PANIC

Anthrax organisms can cause infection in the skin, gastrointestinal system, or the lungs. In order for this to happen, the organism must be rubbed into abraded skin, swallowed, or inhaled as a fine, aerosolized mist. Disease can be prevented after exposure to the anthrax spores by early treatment with the appropriate antibiotics. Anthrax is not spread from one person to another person.

For anthrax to be effective as a covert agent, it must be aerosolized into very small particles. This is difficult to do, and requires a great deal of technical skill and special equipment. If these small particles are inhaled, life-threatening lung infection can occur, but prompt recognition and treatment are effective.

Botulism

Botulism infection is extremely rare, with fewer than 200 cases report in the U.S. each year. There are two forms of botulism which are associated with a terrorist act:

Foodborne Botulism

The bacterium is ingested with the contaminated food source.

Symptoms begin within 6 hours to 2 weeks, but most commonly between 12 to 36 hours after eating contaminated foods.

Double or blurred vision, drooping eyelids, slurred speck, difficulty swallowing, dry mouth, and a descending muscle weakness that effects the shoulders first, then upper arms, lower arms, thighs, calves, etc.

These symptoms may be preceded by gastrointestinal disorder such as abdominal cramps, nausea, vomiting, and diarrhea. Paralysis of the respiratory muscles will cause death unless the person is assisted by mechanical ventilation. Botulism toxin can occur naturally in undercooked food, but the frequency of this is extremely rare.

Inhalation Botulism

Inhalation botulism results from the inhalation of the aerosolized toxin. A small amount of aerosolized toxin released into the wind can have a devastating effect on the surrounding population. Notwithstanding, inhalational botulism could be inflicted upon a more limited number of victims by introducing a contaminated object into an enclosed area such as inside of a building. The symptoms are indistinguishable from those of foodborne botulism, except that the gastrointestinal signs sometimes associated with foodborne botulism may not occur.

Botulism cannot be transmitted from one person to another. There is no vaccine for botulism treatment at this time. However, treatment consists of passive immunization with equine anti-toxins and supportive patient care.

Smallpox

Smallpox infection results from the variola virus. The disease was once worldwide in scope. Before people were vaccinated, almost everyone contracted the disease. The virus was effectively eradicated from the world in the late 1970's, and the World Health Organization recommended governments cease routine vaccinations in 1980.

Vaccination has proven effective in preventing the disease in exposed persons if administered within 4 days of exposure.

Smallpox is a highly contagious infectious disease that has a mortality rate of about 30%. Since the discontinuation of vaccination in the early 1980's, virtually no one is protected against the disease today. The U.S. government is currently working to address the need for vaccinations. There is no proven treatment should infection occur.

Chapter 8

Incident Command System

Responsibilities for a School Disaster

Everyone at a school will have some responsibilities in an emergency based on their job, and some people will have additional responsibilities. Below is a short discussion of how the Standard Emergency Management System (SEMS) and the Incident Command System (ICS) can be adapted to your school.

Major Concepts and Components

Every emergency, no matter how large or small, requires that certain tasks be performed. In ICS, these tasks are called *Management, Planning, Operations, Logistics,* and *Finance/Administration.*

Under SEMS, the ICS team can be expanded or reduced, depending on the situation and the immediate needs. One person can serve more than one function.

Every incident needs a person in charge. In SEMS and ICS, this person is called the *Incident Commander* or *School Commander.*

No one person should supervise more than seven people (the optimum number is five). This does not apply to the Student Supervision Team under *Operations*, however.

Common terminology:

All teachers and staff in the school should use the same words to refer to the same actions. The terminology should be known *before* a disaster. SEMS is a system that, when used properly, affords common terminology.

If the fire department or other responding agencies come on campus, they will coordinate better with the site's command structure if similar situations and actions are described with similar wording.

How ICS Functions

This system provides for an effective and coordinated response to multi-agency and multi-jurisdictional emergencies, to include multi-disciplines and

- Facilitates the flow of information within and between all levels of the system.
- Facilitates interaction and coordination among all responding agencies.
- Improves the processes of mobilization, deployment, tracking, and demobilization of needed mutual aid resources.
- Reduces the incidence of ineffective coordination and communications, and avoid duplication of resource ordering in multi-agency and multi-jurisdiction response actions.

Primary Incident Command System Functions:

Incident/School Commander (The "leader")

The Management Section is responsible for overall policy, direction, and coordination of the emergency response effort in the Emergency Operations Center (EOC) throughout the Alum Rock Union Elementary School District. The Management Section Staff is also responsible for interacting with each other and others within the EOC to ensure the effective function of the EOC organization.

Operations Section (The "doers")

The Operations Section is responsible for coordinating all operations in support of the emergency response and for implementing action plans. This section includes response teams that work toward reduction of the immediate hazard, mitigating damage, and establishing control and restoration of normal operations.

Planning/Intelligence Section (The 'thinkers")

The Planning and Intelligence Section is responsible for collecting, evaluating, and disseminating information; maintaining documentation; and evaluating incoming information to determine the potential situation in the not-too-distant future. This section also develops District EOC/Field action plans for implementation by the Operations Section.

Logistics Section (The "getters")

The Logistics Section is responsible for providing all types of support for the emergency response operation. This section orders all resources from off-site locations and provides facilities, services, personnel, equipment, transportation, and materials.

Finance and Administration Section (The "collectors")

The Finance and Administration Section is responsible for accounting and financial activities such establishing contracts with vendors, keeping pay records, and accounting for expenditures. This section is also responsible for all other administrative requirements and acts as the clearinghouse for documentation during the recovery phase.

Routine use of ICS facilitates seamless integration of ICS into larger emergencies operations as they evolve. The key to ICS is remembering to focus on the functions and where possible, delegate authority to staff essential functions to distribute the workload.

Unified Command Structure

Unified Command is a procedure used at incidents which allows all agencies with geographical, legal or functional responsibility to establish a common set of incident objectives and strategies, and a single Incident Action Plan. The use of Unified Command is a valuable tool to help ensure a coordinated multi-agency response. Unified Command procedures assure agencies that they do not lose their individual responsibility, authority, or accountability.

Unified Command is highly flexible. As the incident changes over time with different disciplines moving into primary roles, the Unified Command structure and personnel assignments can change to meet the need.

Advantages of using Unified Command

- One set of objectives is developed for the entire incident
- All agencies with responsibility for the incident have an understanding and are fully aware of joint priorities and restrictions.
- Duplicative efforts are reduced or eliminated, thus reducing cost and chances for frustration and conflict.

Pre-Designated Incident Facilities

- Staging Areas
- Command Posts
- Mass Care Centers
- Evacuation Centers

Renaissance & Fischer Middle School/Renaissance Academy ICS TEAM

Emergency Evacuation Responsibilities

Job	Personnel
Public Information Officers/Planning Chief- evaluates the situation, communicates and relays pertinent information with the whole schools and community *(stationed at Incident Command Center).*	• Sarah Kretovics • Admin. Designee (If site principals are not on campus or available)
Incident Command Center – Record Keeper keeps all record/documentation of all aspects of the emergency, overseas charting of incoming info and events, status of students' rescue, health, + food needs, etc.; w/walkie talkie, Listens to radio-report news updates *(stationed at Command Center).*	• Doug Kleinhenz • Primavera Hernandez • Nerky Patino (Envisioneers)
Security Station- Lock all pedestrian gates + hang "student pick-up" signs on fences/gates • Check all gas and electric shut offs • Ongoing security monitoring around fences. • Guiding parents/guardians to student check out station: Karl Street Entrance	• Matt Barbieri • Kellee Breaux • Dominic Duran
First Aid/Medical Triage Center– the health clerk sets up medical station; administer first aid as needed; maintains the central triage center. Stays in contact with the Incident Command Center. Brings the following out to the center: w/ wheelchair, student medications, "Urgent Medical Folder", stretcher, 1st aid kit/supplies	• Clara Hinajosa • Para Professionals • Selena Garcia
Student Release Center - the only place where parents/guardians can sign out students. Walkie-talkie, A-Z roster, emergency card binders - Spanish, English, Vietnamese speakers are to be at this center. • Near classes with walkie talkie, communicating to student pick up and sending students to be reunited with parents.	• Eduarda Brasil • Sylvia Rivas
Search and Rescue - Search rooms/hallways tagged w/injury signs: searches for any identified or unidentified trapped people (staff/students). Use crowbars to try to extract people & bring to medical center. Communicates with Incident Command Center.	• Kalena Stewart • Megan Formariz • Madison Donnelly • Sarah Kretovics • Custodial staff
Food Distribution & Emergency Bin • Bring out rolling cart of food, emergency supply container of equipment and water.	• Martha Garibay & Cafeteria Staff • Custodial staff
Teachers/Staff Monitoring Students in Secured Area (On blacktop near Fischer Saint Sign/fence) - Student supervision, supports students with daily needs, leads activities to keep students occupied, does not allow students to roam, send students to the Student Release Center when called.	• All staff not assigned to a specific duty

All personnel assigned to a duty should report to the incident command center.

*Report to Incident Command Center when class is "safe and under control." Revised on 01/24/24

Staging Areas

Command Center

Primary: On the East Side of Locker Rooms
Secondary: South End of the Track

Student Staging Area

Primary: Basketball/Volleyball Courts
Secondary: Track and Field

Mass Care Centers

Primary: Recreation Area **(First Aid/Medical Triage Center)**
Secondary: Fitness Room

Student Release Center

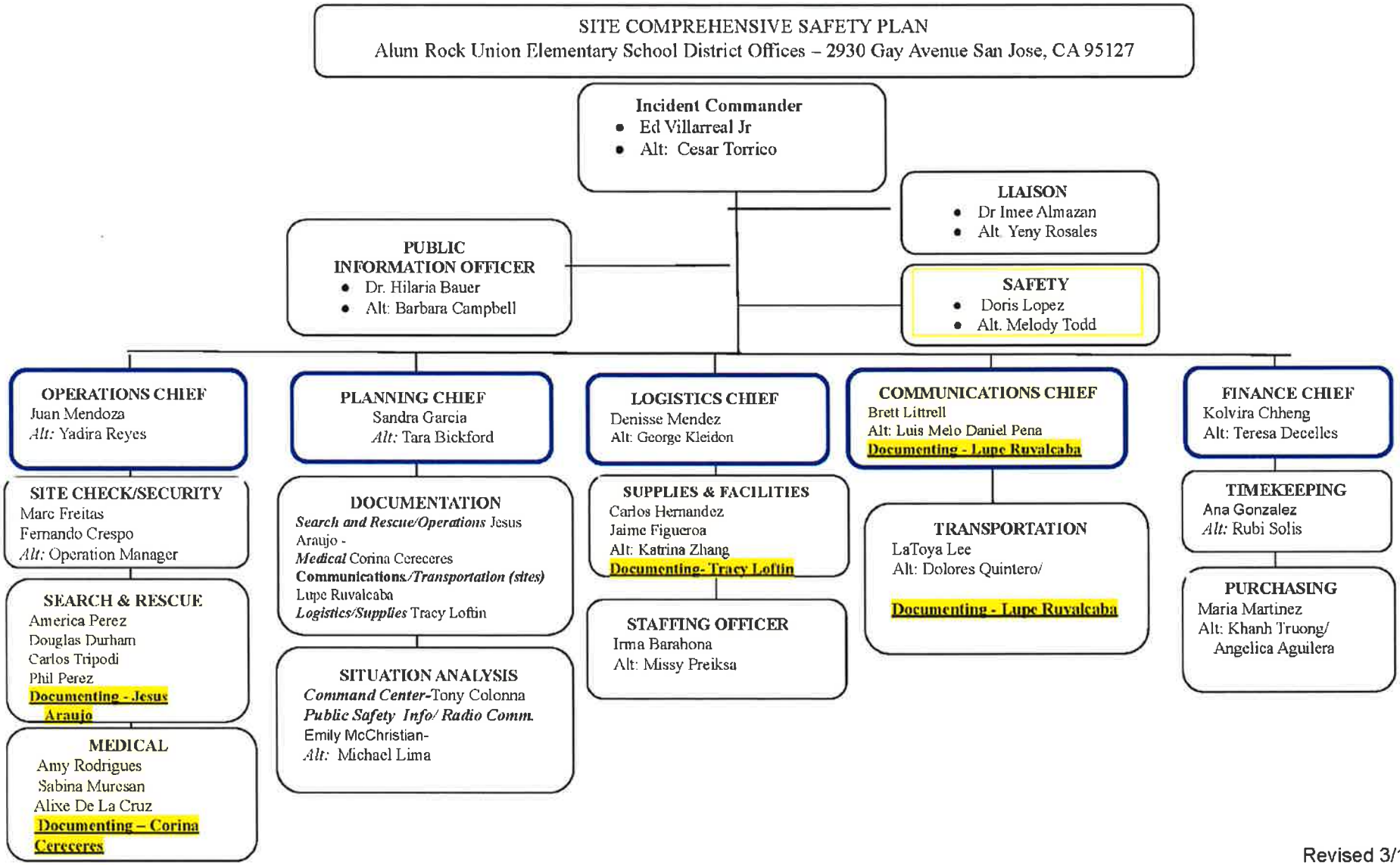
Primary: Pick-up on Karl Street
Secondary: Parking Lot

Evacuation Centers

Primary: WC Overfelt High School
Secondary: Hillview Park

District Emergency Directory

The principals of this school have the Confidential Emergency Call list handed out at the October 2023 management meeting.



Revised 3/12/24

Emergency Communications

When emergencies occur, communication is key to ensuring appropriate parties are notified regarding the extent of the incident and what needs to be done. Below is a checklist as to how emergency communications may be conducted at your school.

Emergencies within a school:

Internal communications will be via:

- ❑ Public address systems.
- ❑ Emails.
- ❑ Message runner.
- ❑ District telephone/emergency radio to administration offices.

External communications will be via:

- ❑ The main communications network.
- ❑ News bulletins, as needed, by appointed personnel only.

Emergencies affecting two or more schools:

In-district communications will be via:

- ❑ Telephone, if operable.
- ❑ District internal communications.

- ❑ Superintendent or designated Public Information Officer and/or Principal will release information to news media and prepare necessary bulletins.

A Crisis Communications Center will need to be established to collect and release information if the emergency is of a continuing nature.

Briefings/bulletins will be necessary in a continuing emergency, especially when school remains open.

- ❑ Use established communication channels to keep employees, students, parents, essential communicators and community informed.
- ❑ Keep secretaries briefed on situation changes and what to tell people who phone the School District.
- ❑ Hold briefings with employees, labor association leaders, Board President, student leaders and other key communicators.
- ❑ Enact telephone tree in order to communicate updates.
- ❑ Prepare bulletins to distribute to employees, students, parents and essential communicators, as needed.
- ❑ Supply Superintendent's office and Student Services with a copy of each bulletin.

Working with the news media:

Only pre-assigned personnel will meet with the media in a designated area so as not to disrupt the educational process.

News media personnel are not to be on school grounds, except in designated areas.

Staffs are to report any news media personnel that appear elsewhere on campus.

Media Protocol

WHAT TO DO WHEN YOU RECEIVE A CALL OR REQUEST FROM THE PRESS!

Step 1: Contact The Superintendent's Office…

Ask a few preliminary questions to identify what information the reporter is requesting so you can better provide answers and information.

Step 2: Superintendent's Staff May Ask Clarifying Questions As Follows…

- *What is this about?*
- *Are you looking for specific data/information?*
- *What specific questions do you have regarding the topic?*
- *Do you have prepared questions you would like to email me?*
- *Have you already contacted the Superintendent about the topic?*
- *The Superintendent's office number is (408) 928-6822*
- *What is your deadline?*

Step 3: Notify The Superintendent…

Call the Superintendent at (408) 928-6822 to inform them that you have received a media inquiry and be ready to transmit any and all information you were able to get from the reporter.

Step 4: Final…

The Superintendent will coordinate with the individuals who need to be involved and will get back to you as to how to proceed. They will provide you with any necessary information or follow-up plans. DO NOT contact the reporter until you have spoken with the Superintendent's Office and they have directed you to do so. More often than not, media inquiries will be completed/finalized by the Superintendent's office.

Thank you,



Hilaria Bauer, Ph.D.
Superintendent

Site Comprehensive Safety Plan.

Alum Rock Union Elementary School District

Date	Priority (Circle one) **EMERGENCY** (Life Threatened) **URGENT** (Property Threatened) **ROUTINE** (All Others)
Time	

TOO	Name	FROM	Name
	Title		Title
	Location		Location

Check One ☐Take Action ☐For Information ☐Other _____

Category	Number	Description
A.	#_____	**Fatalities**
B.	#_____Minor	**Injuries** **Minor:** In need of First Aid attention only
C.	# of Injured	**Injuries (Ambulance)**
	#_____Major	**Major:** Unable to treat on site, i.e. airway & breathing difficulties, cardiac arrest, uncontrolled or suspected severe bleeding, severe head injuries, severe medical problems, open chest or abdominal wounds, severe shock.
	#___Moderate	**Moderate:** Burns, major multiple fractures, Back injuries with or without spinal cord damage
D.	**Circle one**	**Property Damages**
	Major	**Major damage:** building collapse, building leaning, major ground movement causing large cracks in ground.
	Moderate	**Moderate damage:** Falling hazards present, hazard present (toxic/chemical spill, broken gas line, fallen power lines).
	Minor	**Minor damage:** Dislodged overhead air duct terminals, light fixtures, suspended ceiling grid, overhead mechanical systems and broken windows.
E.	**__Ambulance** **__PG&E** **__Other**	**Resources Needed** **___ Other: (describe)**

↑

Transmit only the data within the box above in 30-45 seconds. After transmission, wait for EOC's request to elaborate.

Additional Information:

Disposition:

Action Requested By: (Name)

Time Action provided:

Media Contact Information

Media Contact Information			
Television Stations	**Telephone**	**Fax Numbers**	**Email**
KPIX Channel 5	415-765-8610	415-765-8916	
KRON Channel 4	415-441-4444		4listens@kron4.com
KGO-TV/NBC-Channel 7	415-954-7777		ureport@kgo.tv.com
KQED TV Channel 9	415-864-2000	415-553-2456	
KNTV Channel 11	408-432-6221		newstips@nbcbayarea.com
KDTV Channel 14	415-538-8000		noticias14@univision.net
KTVU Fox 2	510-874-0400		newstips@foxtv.com
KSTS Channel 48	408-944-4848		noticierot48@telemundo.com / kstsnewsdesk@nbcuni.com
Radio Stations	**Telephone**	**Fax Numbers**	**Email**
KBAY FM/KEZR FM	408-287-5775	408-293-3341	
KGO AM	415-216-1300		producers@kgoradio.com
KLIVE AM	408-293-8030	408-995-0823	
KCBS	415-765-4112		kcbsnewsdesk@cbs.com
Newspapers	**Telephone**	**Fax Numbers**	**Email**
San Jose Mercury News	408-920-5446		crime@mercurynews.com
Milpitas Post	408-262-2454		postletters@bayareanewsgroup.com
Bay City News	510-251-8100		newsroom@baycitynews.com
La Alizanza	408-272-9394		rossana@alianzanews.com
LaOferta Review	408-436-7850	408-436-7861	frank@laoferta.com
El Observador	408-938-1700		angelica@el-observador.com

Recovery

It is critical to provide a mental health response for students, staff and parents after a crisis that has impacted a school. Often, this can be provided by district or local community resources.

Victims of a crisis experience a real need to return to normal, but normal as they once knew it is forever gone and changed. Counselors and crisis survivors find the concept of a "new normal" to be very reassuring and accurate.

One of the most important actions is simply to listen and allow victims to express his/her own needs and feelings. Encouragement and support, while avoiding judgmental remarks, is the goal.

When the needs of the victims exceed the immediate resources available to the school, Santa Clara County Mental Health and the agencies working under its umbrella is available to support schools.

Numerous agencies under the Santa Clara County Mental Health Department umbrella currently provide on-going mental health services to students and families both at schools and within the neighborhood communities. These services are provided by licensed therapists, social workers or supervised interns. The services typically involve a one-on-one or family-oriented approach requiring a different skill set than an emergency mental health response to a community or school crisis.

JOINT PROTOCOLS:

To best prepare for and manage the mental health recovery phase, faith-based, private and public school districts within San Jose, Santa Clara, Sunnyvale, Mountain View, Los Altos and Los Altos Hills and the Santa Clara County Department of Mental Health have agreed that:

(1) Schools and/or school districts require, as part of their Memorandums of Understanding with agencies and/or universities, all interns, therapists and mental health workers complete a crisis response training with the Santa Clara County Mental Health Department before reporting to their assigned campuses.

(2) In the event of a major crisis at a school site, or multiple school sites, the school district will determine if additional mental health support is required or anticipated. The District or School Logistics Officer or designee can notify the Ethnic Population Services Specialist at the Santa Clara County Mental Health Department. A licensed mental health representative will immediately be sent to the incident location to conduct an initial assessment and make recommendations to the school/district and Mental Health Department and its partnering agencies as to the requirements for a responding mental health team(s).

(3) The lead supervisor will work in concert with the school/district representative to help identify appropriate teams/agencies that can best address the needs of students, staff and families.

(4) The lead supervisor will work in concert with the school/district representative to ensure that teams have the correct credentials, provide appropriate triage services that do not compromise police/fire investigations and are rotated to avoid fatigue.

(5) In police, fire or district debriefings with school staff, parents and impacted students, a representative from the Santa Clara County Mental Health Department or one of the partnering agencies will be in attendance in order to make referrals for support services as required by the attendees.

Chapter 9

Appendices

Annual Emergency Awareness/ Preparedness Checklists & Forms

The following checklists highlight areas of school operations, maintenance, security, and personnel that may pose opportunities for risk reduction. Use this checklist as a proactive tool to generate awareness over the potential for terrorist acts, at a time when it is needed most.

The recommendations contained in this checklist are not intended to represent or to replace a comprehensive school security program. Such a program would include much more. Many of the procedures included in the checklist are routine in districts with full-time security operations. Whether your school district has full-time security coverage, or has minimal security resources, these recommendations may be used as a focal point around which to build an appropriately renewed sense of awareness.

The following forms are designed to use on an annual basis to meet emergency preparedness requirements. Districts may already have their own forms and can substitute those if desired.

Renaissance Academy

Annual Site Awareness Checklist
2024 – 2026

Recommendation	Steps	Participants	Completed
Review employment screening policy & procedure	♦ Does your screening process include volunteers, cafeteria workers, mechanics, bus drivers, and security, in addition to educational staff? ♦ Does your procedure allow for actual searches of courthouse records, rather than database searches, which are typically not accurate? ♦ Do you searchers do Social Security Number traces to identify any out-of-state venues that should be checked? ♦ Do your outside contracts use due-diligence screening procedures to check the backgrounds of their workers who regularly visit your school?	Security Human Resources	
Review the physical security of bus yards and garages; review transportation security in general	♦ Are vehicle garages alarmed, and are the alarms in working order? ♦ Are fenced-in areas gated, locked, and adequately illuminated at night? ♦ Do drivers do "pilot inspections" of their vehicles before placing them into service each day? Is this done again after each time the vehicle has been left unattended? ♦ Are bus drivers equipped with two-way radios or cell phones? ♦ Are drivers trained to be aware of and to report suspicious vehicles that appear to be following their busses during their routes? ♦ Do drivers keep a student roster for each bus route, to include student name, address, primary and secondary emergency contact numbers, and medical authorization information?	Security Contract Bus Operators Health Staff	
Review the adequacy of physical security in and around campus buildings	♦ Are alarm systems working and have they been tested? This should include main campus buildings as well as maintenance and storage facilities. ♦ Are keys to campus and administration buildings adequately controlled? ♦ Are alarm pass codes changed when an employee leaves the school district? Make sure codes are not shared. ♦ Is exterior lighting working and is illumination adequate? ♦ Is interior lighting (night lighting) working and is illumination adequate?	Security Maintenance Operations	

Recommendation	Steps	Participants	Completed
Review access control procedures and heighten employee awareness	♦ Are doors that should remain locked from the outside during the day kept locked, and are these doors checked periodically to make sure they are secure? Train all employees to check these doors but consider assigning someone to check them as well. ♦ Are staff members trained to approach and to "assist" strangers of any age who are observed in and on school property? Report those who have difficulty explaining their presence. ♦ Has a visitor log and ID badge system been implemented?	Everyone	
Train everyone to recognize and report suspicious activities on campuses.	♦ Are persons taking pictures or filming campus activities questioned about their authorization to do so? ♦ Be alert for suspicious vehicles that seem to have no apparent purpose for being on campus, or, that come, go, and then reappear again. ♦ Are specific individuals assigned to inspect the outside of campus buildings throughout the day, and to report unattended packages or vehicles near building perimeters? ♦ Have you developed a plan to handle reports of suspicious activity? ♦ Is everyone trained to report unattended or otherwise suspicious packages found inside campus buildings? Is this specific issue placed on routine checklists for maintenance and custodial personnel? ♦ Do personnel know what to do if a suspicious package is found? ♦ Have you considered a policy that requires staff and students to visibly identify backpacks, book bags, briefcases and gym bags with luggage style ID tabs? ♦ Are food services personnel trained to be aware of suspicious people in their food preparation area? ♦ When large attendance events occur on campus, are security measures in place and awareness levels heightened to assist in detecting suspicious acts?	Everyone	
Implement a "tip-line" program that allows students, teachers, parents, staff, and other members of the school community to report issues anonymously, if they choose.	♦ Do you have a zero tolerance for verbal threats of any kind? ♦ Do all members of the school community know that any threat, or information about a potential threat, must be reported? And, do they understand that there is no such thing as a threat intended as a joke? ♦ Do students and staff know that they are responsible for informing the principal/site administrator about any information or knowledge of a possible or actual terrorist threat or act? ♦ Have you communicated a hard stand on hoaxes intended to mimic terrorist acts? Do students know that these hoaxes are crimes in themselves?	Student Services Security Human Resources	

Work closely with local law enforcement and health officials.	♦ Have you made local law enforcement a partner in your district plans? ♦ Are parking regulations, particularly fire zone regulations, strictly enforced? ♦ Does local law enforcement have copies of building blueprints, to include ventilation system, and electrical plans? ♦ Has local law enforcement been given the opportunity to conduct exercises on school property and on busses? ♦ Have you determined contact protocol with local health officials if bio-terrorism is suspected?	Security Clinical Staff Crisis Management Team	
Train staff on identifying and handling suspicious packages and letters.	♦ Have you download and posted the FBI advisory (poster) regarding suspicious packages from www.fbi.gov? ♦ Or, the US Postal Inspection Service poster on identifying suspicious packages from www.usps.gov? ♦ Have you considered publicizing the availability of this information to others in the school community for personal use?	Mail room Secretarial Security	

Renaissance Academy
Safety Plan Annual Emergency Plan Checklist
2024 – 2026

Site: **Site Checklist**
Due By: **December 2023**
Submit To: **Student Services, Imee Almazan**

This is a checklist to help Principals organize and meet the site requirements mandated by the Emergency Preparedness Plan. It is recommended that each Principal appoint a Site Disaster Committee comprised of staff, PTA, and students (optional), to help carry out the tasks of this checklist.

Check		Requirement
	1.	Read the District Disaster Plan, and know the responsibilities of the site manager
	2.	Designate a second-in-command and a backup
	3.	Orient staff to District Disaster Plan, review site procedures (staff meeting)
	4.	Update site plan, assign staff responsibilities (complete staff roster sheet)
	5.	Schedule necessary training (First Aid, CPR, Search & Rescue)
	6.	Schedule drills: Fire, Earthquake, Code Red, Communications
	7.	Complete site map, post as required, and forward a copy to Student Services
	8.	Complete Site Hazard Survey
	9.	Complete Classroom Hazard Survey Summary
	10.	Submit Classroom Hazard Survey Summary to Student Services
	11.	Participate in test of District Radios
	12.	Check battery-operated radios
	13.	Check location and condition of 2 meter radio antennae and the base for installing the antennae if appropriate.
	14.	Complete supplies and equipment inventory to include classroom emergency kits
	15.	Order supplies and equipment as necessary
	16.	Evacuation areas/alternative identified for all classes
	17.	Communications to parents and students about disaster procedures - District Student Release Policy - Emergency Information Cards
	18.	Complete Emergency I.D. Tags collected and put into Classroom Emergency Kits if appropriate.
	19.	Assess food supplies as applicable.
	20.	Meet with child care provider and coordinate disaster preparedness plans

Renaissance Academy
Annual Site Hazard Survey
2024 – 2026

Site Hazard Survey I

Principals are required to conduct an annual Site Hazard Survey. The survey should be completed early each fall, signed, and submitted to the Student Services by November 20, 2012. (Please put N/A by any items that are not applicable.)

The purpose of the Site Hazard Survey is to check for safety hazards outside of the classroom. The survey shall include evaluation of interior and exterior portions of buildings as well as school grounds.

The Site Hazard Survey shall include assessment of the following areas.

- ❒ 1. Proximity of toxic, flammable, corrosive, chemically, or reactive materials
- ❒ 2. Proximity of high voltage power lines has been considered in establishing the site evacuation plan
- ❒ 3. Likelihood and possible effects of flooding or landslides
- ❒ 4. Probably safety of evacuation areas after an earthquake; proximity of gas, water, and sewer lines, or sprinklers
- ❒ 5. Water heaters are strapped
- ❒ 6. Objects that restrict people from moving to a safe place (tables an desks in hallways) etc.
- ❒ 7. Janitorial areas: storage of tools and cleaning chemicals (keep a 3 foot clearance in front of all electrical panels)
- ❒ 8. Storerooms: heavy items stored on high shelves, shelving secured (keep 3 foot clearance in front of all electrical panels)
- ❒ 9. All computers and peripherals should be situated so as not to create a tipping hazard
- ❒ 10. Machine shop and woodshop: equipment should be bolted down
- ❒ 11. Large and heavy office machines: restrained and located where they will not slide, fall off computers, or block exits
- ❒ 12. Sound system speakers and spotlights: secure
- ❒ 13. Compressed gas cylinders: secured top and bottom with a safety chain
- ❒ 14. Weight room/motor development room equipment: racks anchored and weights properly stored
- ❒ 15. Laboratory chemicals on shelves: restrained

Renaissance Academy
Annual Site Hazard Survey II
2024-2026

GENERAL GUIDELINES	OK	Needs Attention	Comments
CAMPUS			
Signs Posted, Controlled Access			
Traffic review, parking, fire lanes			
Adequate surfacing, lighting			
Safety Plan			
Required Postings			
ASSEMBLY ROOMS			
Exits clear, exit & emergency lights			
Floors, seating maintained			
Stage: clean, clear exits, wiring			
Kitchen: clean, safe food storage			
ATHLETIC FACILITIES			
Bleachers, fences, backstops			
Stairs, ramps, walkways, gates			
Surfacing in common areas			
Equipment			
INDUSTRIAL ARTS			
All guards, shields, covers in place			
Aisles clear, material storage			
First aid kits; eye wash operable			
Dust collection/housekeeping			
Compressed gas cylinders secure			
Protective equipment, safety training			
Safety signs posted, enforced			
SCIENCE ROOMS			
Hazardous material storage			
Adequate ventilation, fume hoods			
Eyewash, gas shut-off			
Safety training			
Safety signs posted, enforced			
EMERGENCY PREPAREDNESS			
Fire extinguishers checked monthly			

Fire and Earthquake drills conducted			
First Aid Equipment in place			
Evacuation routes posted			
Staff Training on Emergency Procedures			

Renaissance Academy
Annual Classroom Hazard Survey
2024-2026

Nonstructural hazards are caused by the furnishings and nonstructural elements of a building. Anything that does not actually hold the building up is nonstructural, including floors, ceilings, windows, and all furnishings. In California schools, nonstructural hazards represent the greatest threat to the safety of students and staff. Eliminating these hazards can reduce injuries significantly.

Each Fall, every teacher shall assess his/her classroom for hazards and correct any he/she can; items he/she cannot correct will be submitted to the principal on this form by September 15th. The principal shall submit a completed copy of the school needs with the principal's checklist by November 20th to Student Services.

ROOM NUMBER	
Deficiencies to be corrected by maintenance staff:	
Free standing shelves over 4 feet tall secured to floor or wall	
File cabinets bolted to wall	
File cabinet drawers have latches	
Paints and chemicals restrained on shelves	
Wall-mounted objects are secured	
Sound system speakers are secured to building	
TV securely fastened to platform or cart	
Deficiencies to be corrected by school personnel:	
Heavy objects removed from high shelves	
Aquariums located on low counter or restrained	
Computers fastened to work station	
Desks and tables cannot block exits	
Cabinets or equipment on wheels cannot block doorway	

Renaissance Academy
Safety Plan Annual Drill Report
2024-2025

Date	Time		Please place a ✓ below for which drill has been completed.					Principal's Signature
	Start	End	Radio Communications	Fire	Earthquake	Code Red	Other Drills	

2022-2024 Renaissance Academy
ANNUAL DISASTER SERVICE WORKER SURVEY

General Information		
1. Name	Renaissance Academy	
2. Position	Public School	
3. Location	1720 Hopkins Drive San Jose, CA 95122	
4. Work Phone/Ext.	408-928-1950	
5. Home Phone		
Specialized Skills		
1. Bilingual?	Yes: 4	If yes, Language(s):
2. CPR Certified?	None	If yes, Expiration Date:
		If no, are you willing to be trained? Yes: No:
3. First Aid Certified?	None	If yes, Expiration Date:
		If no, are you willing to be trained? Yes: No:
4. CERT (Trained?	None	If yes, Expiration Date:
		If no, are you willing to be trained? Yes: No:
5. Simple Triage/Rapid Assessment Trained?	None	If yes, Expiration Date:
		If no, are you willing to be trained? Yes: No:
Personal Responsibilities		
1. Children?	Yes: 9	If yes, ages:
2. Special needs?	None	If yes, please describe:
2. Elderly parents?	Yes: 2	Comments:
3. Pets?	Yes: 4	Comments:
4. Other caregivers available?		Comments:
5. Other		
In an Emergency – Confidential		
1. Anything you want us to know? Special Needs? Medications?		
2. Other:		

2024 - 2026
AMERICAN RED CROSS

RECOMMENDED EMERGENCY SUPPLIES FOR SCHOOLS

Drawn from lists created by the California Senate Select Committee on the Northridge Earthquake, Task Force on Education, August 1994

Introduction

What to Store

Begin with an analysis of the hazards of the area. Is your school threatened by tornadoes? Earthquakes? Is emergency assistance close at hand or would you have to wait for help if the entire community has been impacted? Do you think you will need tools for clearing debris? Remember that any school in the country could be locked down due to an intruder or gunfire in the area, so all schools should be prepared to have their students stuck inside the building for many hours. Similarly, all schools face the potential of a hazardous materials spill nearby, requiring the school to shelter-in-place with doors and windows closed and heating systems off. Adjust the supplies for extreme heat or cold temperatures. If your plan includes Search & Rescue teams for light search and rescue following an earthquake, tornado or other damaging event, stock supplies for the number of teams assigned.

Budget

Adjust the list, prioritizing for limited budget and storage space, if necessary. Develop a plan to phase in the supplies. Contact local service clubs and vendors for assistance.

How Much to Store

Make some planning assumptions. Do most of your students' families live nearby or do some of them commute long distances? Some schools could be cut off for days if a bridge or the main highway is blocked. If you determine that most of your students could be picked up in most emergencies within a day, then begin by stocking supplies for one day. Some schools plan that half their student body will be picked up by parents within one day, half the remainder within a day, and the remainder within another day; these schools stock supplies for 100% for day one, 50% for day two, plus 25% for day three. Other schools stock supplies for 3 days, the recommendation of many emergency management agencies. Remember to factor in the number of staff and other adults who may be on campus.

Storage

Determine where to store emergency supplies. Every classroom should have some supplies and there should be a cache of supplies for the whole school. Many schools in California and other states threatened by earthquakes use outdoor storage, anticipating the possibility of having to care for students outside the buildings. They use an existing building or a cargo container, also called a land-sea container, purchased used and installed near the emergency assembly area. Schools with limited budgets and/or temperature extremes may opt to store their supplies in various caches throughout the school facility, primarily in locked closets or classrooms. Many schools stock supplies in (new) trash barrels on wheels. Do not store water in the barrels because it may leak and destroy everything else. Make sure that there are keys to ensure access to the supplies during an emergency, including access by programs such as day care and after-school events. Plan an annual inventory, replacing water and other items with limited shelf life as necessary.

Recommended Supplies
The following lists address classroom kits, supplies for the whole school and Search & Rescue gear.

Classroom Kit

- Leather Work gloves
- Latex gloves: 6 pairs
- Safety goggles: 1 pair
- Small First Aid kit
- Pressure dressings: 3
- Crow bar
- Space blankets: 3
- Tarp or ground cover
- Student accounting forms (blank)
- Student emergency cards
- Buddy classroom list
- Pens, paper
- Whistle
- Student activities
- Duct Tape: 2 rolls (for sealing doors and windows)
- Scissors
- Suitable container for supplies (5-gallon bucket or backpack)
- Drinking water and cups (stored separately)
- Toilet supplies (large bucket, used as container for supplies and toilet when needed, with 100 plastic bags, toilet paper, and hand washing supplies)
- Portable radio, batteries or other communication system
- Flashlight, batteries
- Push broom (if classroom includes wheel chairs)

Supplies for the Whole School: Water, First Aid, Sanitation, Tools, Food

Water

- ½ gallon per person per day times three days, with small paper cups

First Aid

- Compress, 4 x 4": 1000 per 500 students
- Compress, 8 x 10": 150 per 500 students
- Elastic bandage: 2-inch: 12 per campus; 4-inch: 12 per campus
- Triangular bandage: 24 per campus
- Cardboard splints: 24 each, small, medium, large
- Butterfly bandages: 50 per campus
- Water in small sealed containers: 100 (for flushing wounds, etc.)
- Hydrogen peroxide: 10 pints per campus
- Bleach, 1 small bottle
- Plastic basket or wire basket stretchers or backboards: 1.5/100 students
- Scissors (paramedic): 4 per campus
- Tweezers: 3 assorted per campus
- Triage tags: 50 per 500 students
- Latex gloves: 100 per 500 students
- Oval eye patch: 50 per campus
- Tapes: 1" cloth: 50 rolls per campus; 2" cloth: 24 per campus

- Dust masks: 25 per 100 students
- Disposable blanket: 10 per 100 students
- First Aid books: 2 standard and 2 advanced per campus
- Space blankets: 1 per student and staff
- Heavy duty rubber gloves: 4 pairs

Sanitation Supplies (if not supplied in the classroom kits)

- 1 toilet kit per 100 students/staff, to include:
- 1 portable toilet, privacy shelter, 20 rolls toilet paper, 300 wet wipes, 300 plastic bags with ties, 10 large plastic trash bags
- Soap and water, in addition to the wet wipes, is strongly advised.

Tools per Campus

- Barrier tape, 3" x 1000": 3 rolls
- Pry bar
- Pick ax
- Sledge hammer
- Shovel
- Pliers
- Bolt cutters
- Hammer
- Screwdrivers
- Utility knife
- Broom
- Utility shut off wrench: 1 per utility

Other Supplies

- Folding tables, 3' x 6': 3-4
- Chairs: 12-16
- Identification vests for staff, preferably color-coded per school plan
- Clipboards with emergency job descriptions
- Office supplies: pens, paper, etc.
- Signs for student request and release
- Alphabetical dividers for request gate
- Copies of all necessary forms
- Cable to connect car battery for emergency power

Food

- The bulk of stored food should be easy to serve, non-perishable and not need refrigeration or heating after opening. Food is generally considered a low priority item, except for those with diabetes and certain other specific medical conditions. One method used by schools is to purchase food at the beginning of the school year and donate it to charity at the end of the year. A supply of granola bars, power bars, or similar food which is easy to distribute, may be helpful. Some schools store hard candy, primarily for its comfort value.

Search & Rescue Equipment

Training on how to do light Search & Rescue is required—contact your local fire department for information on whether such training is offered in your community.

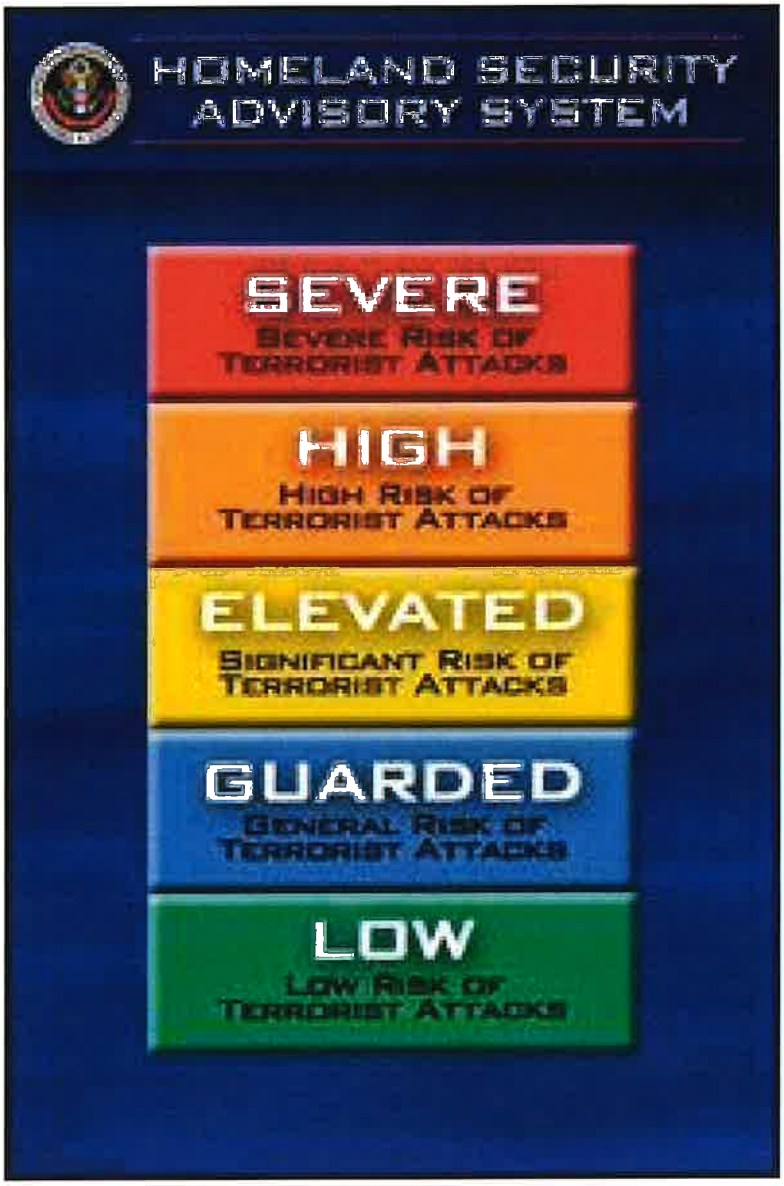
Protective Gear per S&R Team Member

- Hard hat, OSHA approved
- Identification vest
- Leather work gloves
- Safety Goggles
- Dust mask
- Flash light, extra batteries
- Duffel or tote bag to carry equipment

Gear per S&R Team

- Backpack with First Aid supplies
- Master Keys

Homeland Security Advisory System



Homeland Security Advisory System
(Adapted for Santa Clara County)

The Homeland Security Advisory System provides a comprehensive and effective means to disseminate information regarding the risk of terrorist acts to Federal, State, and local authorities and to the American people. This system provides warnings in the form of a set of graduated "Threat Conditions" that increase as the risk of the threat increases. At each Threat Condition, Federal departments and agencies would implement a corresponding set of "Protective Measures" to further reduce vulnerability or increase response capability during a period of heightened alert.

The following protective measures are general guidelines for schools. **In the event that the threat level increases to RED, school districts may or may not need to take specific protective action. The nature of the emergency will dictate the response.**

Threat Conditions and Recommended Protective Measures

The following Threat Conditions each represent an increasing risk of terrorist attacks. Beneath each Threat Condition are some suggested protective measures. Each school district is responsible for developing and implementing appropriate specific emergency plans.



This condition is declared when there is a low risk of terrorist attacks. The following general measures should be considered in addition to any specific plans that are developed and implemented:

- Assign the responsibility for action to the School Emergency Manager to ensure all checklist items are completed.
- Refine and exercise as appropriate, school and district emergency plans.
- Train teachers and staff on the Homeland Security Advisory System and specific emergency plans.
- Assess school sites for proximity and vulnerability to potential terrorist targets (i.e. Commercial occupancies with potential hazards, utility companies, etc) updating plans as needed.
- Develop and implement security procedures, (Assign a member of the school staff to ensure that this checklist item is completed).
- Conduct routine inventories of emergency supplies and medical kits.
- Include a weekly check of the generator when applicable.
- Know how to turn off water, power, and gas to your facilities.
- Budget for security measures.
- Advise all personnel to report the presence of unknown suspicious persons, vehicles, mail, and other suspicious activities.
- Develop visitor identification and sign in procedures.
- Arrange for staff members to take a First Aid/CPR course.
- All school keys should include the provision for "Do Not Duplicate"
- Review and update the Emergency Call-in List.



This condition is declared when there is a general risk of terrorist attacks. All general measures listed in green alert conditions should be taken, and the following general measures should be considered, in addition to any specific plans that are developed and implemented:

- Communicate the change in threat level to all staff members.
- Check and test emergency communications, coordinate with all school sites and staff.
- Review and update emergency response procedures.
- Provide parents or guardians with any information that would strengthen a school's ability to respond to a terrorist threat.
- Mark keys with "Do Not Duplicate". (See Condition Green)
- Conduct routine perimeter checks of site, checking integrity of fencing, locks, and ensuring appropriate security signage is in place.
- Review and update emergency call-in list.
- Review current emergency communication plan to notify parents in times of emergency; disseminate information to families of students, staff, and faculty.
- Test your generator once per week.

YELLOW: SIGNIFICANT RISK OF TERRORIST ATTACK

An Elevated Condition is declared when there is a significant risk of terrorist attacks. All general measures listed in green and blue alert conditions should be taken, and the following measures should be considered, in addition to any specific plans that are developed and implemented:

- Communicate the change in threat level to all staff members.
- Review whether the precise characteristics of the threat require the further refinement of any current emergency plans.
- Implement, as appropriate, contingency emergency response plans.
- Identify and monitor government sources for warnings.
- Review mail handling, and delivery of packages procedure with staff.
- Consider escorts for building visitors.
- Check site for potential hazards such as unattended packages, unauthorized vehicles, or perimeter violations.
- Increase perimeter checks of site, check buildings for unattended packages, and report any suspicious activity or circumstances to law enforcement immediately.
- Test your generator once per week.



A High Condition is declared when there is a high risk of terrorist attacks. All general measures listed in green, blue, and yellow alert conditions should be taken, and the following measures should be considered, in addition to any specific plans that are developed and implemented:

[redacted]

- Communicate the change in threat level to all staff members.
- Identify the need for any additional security and coordinating efforts, if necessary, with your local Emergency Manager.
- Be alert to parent, staff, student concerns to determine when/how to communicate.
  a. Communication should focus on reassurance that school is a safe place
     i. Reminder – schools have existing safety plans
     ii. Reminder – schools practice their safety procedures
     iii. Reminder – schools have an outstanding ongoing working relationship with law enforcement and excellent communication networks.
- Evaluate school events and take additional precautions, if necessary.
- Consider assigning mental health counselors for students, staff and faculty, if needed.
- Discuss student's fears concerning possible terrorist attacks and offer available resources.
- Consider reducing site ingress and egress points to an absolute minimum.
- Refuse access to people who do not have identification or a legitimate need to enter the site.
- Inspect all deliveries; restrict parking near buildings, and report suspicious vehicles to local law enforcement.
- Consider parking controls or special restrictions at all sites
- Test your generator once per week.



A Severe Condition reflects a severe risk of terrorist attacks. **Under most circumstances, the protective measures for a Severe Condition are not intended to be sustained for substantial periods of time. The Santa Clara County Emergency Operations Center, located at 4985 Broader Blvd. Dublin, will be occupied initially during the first 24 hours** of a RED threat level. (Continued operation will be determined on an as-need basis.)

The Santa Clara County Office of Education will provide staff at the **Santa Clara County Office of Emergency Operations Center** to serve as a communication link and information clearinghouse to all districts in the county. Information will be disseminated as warranted through mass e-mail, telephone, or via amateur radio to the identified School Emergency Managers in each district.

All general measures listed in green, blue, yellow, and orange alert conditions should be taken, and the following measures should be considered, in addition to any specific plans that are developed and implemented:

[redacted]

- Make contact with your day-to-day local Emergency Manager or assigned contact to ensure a reliable line of communication during the red level.
- Test communication lines - including e-mail link to ACOE, telephone lines, or amateur radio.
- Make sure cellular phone is charged and ready along with adequate batteries for AM/FM radios, pagers, etc.
- Communicate the change in threat level to all staff members.
- Monitor e-mails and telephone calls from the ALCO EOC for updates during crisis.
- Gather and provide related information to students, staff and parents.
  A. review communication guidelines under Orange Threat Level
  B. reminder – In the event of a RED threat level, school districts have a direct communication link via amateur radio to the Santa Clara County Emergency Operations Center. They receive timely, accurate information, from which to make decisions affecting the safety and welfare of students.
- Assess the threat condition on a regular basis and evaluate whether any further protective measures are needed.
- Consider canceling special events.
- Consider closing campuses, if necessary.
- Maintain close contact with your local Emergency Manager.
- Monitor all deliveries and mail to your buildings.
- Provide security for parking lots; deploy personnel to observe and report to Law Enforcement to protect facility.
- Be prepared to Evacuate, Lockdown, or Shelter in Place if ordered.
- Ensure mental health counselors are available for students, staff and faculty.

Listed below are websites that provide additional information.

http://www.ready.gov	Disaster Preparedness Information
http://:www.whitehouse.gov	White House
http://:www.dhs.gov	Federal Department of Homeland Security
http://:www.nasponline.org	National Association of School Psychologists
http://www.fema.gov/	Federal Emergency Management Agency
http://www.oes.ca.gov/	California Office of Emergency Services
http://www.bt.cdc.gov/	Centers for Disease Control and Prevention
http://www.fbi.gov/	Federal Bureau of Investigation
http://www.sccoe.org/	Santa Clara County Office of Education

9.06

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: **March 26, 2024**

Subject: **INFORMATION/PRESENTATION: Local Control Accountability Plan (LCAP) – Progress Update**

Staff Analysis: Staff will provide a progress update on the development of a new 3 year plan.

Recommendation: Information / Presentation

Approved by: Sandra Garcia Title: Director, State and Federal Program

To the Board of Trustees:

Meeting: April 4, 2024
Regular Board Meeting

Recommend Approval

9.06
Agenda Placement

Barbara Campbell, Assistant Superintendent
Instructional Services

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

10.01

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: **April 4, 2024**

Subject: **Resignations (Information Only)**

Staff Analysis: Pursuant to Board Policy 4117.2 the Superintendent or designee has accepted the following resignations.

Submitted by: Cesar Torrico Title: Asst. Superintendent, Human Resources

Approved by: Cesar Torrico Title: Asst. Superintendent, Human Resources

To the Board of Trustees: Meeting: April 4, 2024
Regular Board Meeting

Recommend Approval

10.01
Agenda Placement

Assistant Superintendent, Human Resources

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

April 4, 2024

CERTIFICATED RESIGNATIONS:

I. Resignation:

1.	Ivy, Kimberly	SDC/Cureton Elementary	06/06/2024
2.	Klawitter, Eileen	RSP/George Middle School	06/06/2024
3.	Rivero Garcia, Sara	5/Adelante Academy II	06/06/2024

HUMAN RESOURCES DEPARTMENT
MEETING OF THE BOARD OF TRUSTEES

April 4, 2024

CLASSIFIED RESIGNATIONS:

I. **Resignations:**

1.	Guardado, Martha Susana	Paraeductor Special Education II/Meyer	03/19/2024
2.	Silva, Gabriela	District Operator/Receptionist/Human Resources	03/25/2024

11.01

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: **March 22, 2024**

Subject: **The Art of Education University**

Staff Analysis: The Art of Education University will provide a state-adopted visual arts curriculum and professional development to sixteen elementary sites, George Middle School, and two additional art teachers in the district. The platform allows teachers to search for art lessons based on medium, grade level, difficulty level, subject and/or content area which will aid them in more easily integrating art into their classrooms regularly.

Recommendation: Staff recommends the Board of Trustees approve the contract with The Art of Education University for the remainder of 2023-2024, 2024-2025, 2025-2026, and 2026-2027 school years. Total cost of the contract is $220,044.

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

To the Board of Trustees:

Meeting: April 4, 2024
Regular Board Meeting

Recommend Approval

11.01
Agenda Placement

Barbara Campbell, Assistant Superintendent
Instructional Services

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Academic Services (School/Dept.) VENDOR NO. _____

Submitted by: Emily McChristian

☑ **Independent Contract** ☐ **MOU**

☐ Master Contract

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

Name of Individual/Company: The Art of Education University

Address: 518 Main Street, Suite A City: Osage State: IA Zip: 50461

Phone: (515) 650-3198 Email Address: ejcaffarro@theartofeducation.edu

SSN: _____ or Fed I.D. #: 45-1000448

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on April 5, 2024, and will diligently perform as required and complete performance by June 30, 2027, 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 Art of Education University will provide a state-adopted visual arts curriculum and ~~professional development to 16 elementary sites, George Middle School, and two~~ additional art teachers in the district.

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:** $220,044 (describe rate agreement) the remainder of the 2023-2024 school year, school year 2024-2025, 2025-2026, and 2026-2027

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
060	6762	0	5815	00	1110	1000	040103	310	6762	$18,444.00	3/14/24
060	6762	0	5815	00	1110	1000	040102	310	6762	$201,600.00	

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

Scope of Work

The Art of Education

Description of Services

The Art of Education will provide a state-adopted visual arts curriculum to all elementary classroom teachers (roughly 380 in total) in the district. Additionally, our resources will be made available to two art teachers. Our curriculum includes thousands of lesson plans, resources videos, assessments, videos for professional development, and more.

The Art of Education offers free training for your teachers. We utilize the "train the trainer" model. Our training sessions are done via zoom and typically last 1.5 hours.

Please note The Art of Education does not partner with or offer any Independent Contractors as a part of our services.

Cost

The cost is $220,044.

Duration of Job

Contract terms are for 27 months.

The Art of Education Terms and Conditions:

1. ACCEPTANCE OF TERMS

Welcome to the Platform of The Art of Education University ("AOEU", "we", or "us"). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, the "Terms of

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2. SUBSCRIPTIONS, RENEWALS, & PAYMENTS

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2. Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works, a list of such works.
3. Identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material.
4. Adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address).
5. A statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent, or the law.
6. A statement that the information in the written notice is accurate.
7. A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

Our designated copyright agent to receive DMCA Notices is:
Jordan Decker
Legal Counsel to AOEU
BrownWinick Law Firm

666 Grand Avenue, Suite 2000 Ruan Center
Des Moines, IA 50309
(515) 242-2400
Jordan.decker@brownwinick.com

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1. Your physical or electronic signature.
2. An identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access disabled.
3. Adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address).
4. A statement under penalty of perjury by you that you have a good faith belief that the material identified above was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled.

5. A statement that you will consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located (or if you reside outside the United States for any judicial district in which the Platform may be found) and that you will accept service from the person (or an agent of that person) who provided the agent designated above with the complaint at issue.

The DMCA allows us to restore the removed content if the party filing the original DMCA Notice does not file a court action against you within ten (10) business days of receiving the copy of your Counter-Notice.

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9. LIMITATION ON LIABILITY

IN NO EVENT WILL AOEU, OUR AFFILIATES, OR OUR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE PLATFORM, ANY PLATFORMS LINKED TO IT, ANY CONTENT ON THE PLATFORM OR SUCH OTHER PLATFORMS OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM OR SUCH OTHER PLATFORMS, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND

WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE. THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

10. INDEMNIFICATION

To the extent permitted by law, Supplier and District will agree to mutual indemnification, which means that both parties, its affiliates, licensors, sublicensees, and service providers, and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Platform, including, but not limited to, your User Contributions, any use of the Platform's content, services and products other than as expressly authorized in these Terms of Use or your use of any information obtained from the Platform.

11. GOVERNING LAW AND JURISDICTION

All matters relating to the Platform and the Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Iowa without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of, or related to, the Platform or the Terms of Use shall be instituted exclusively in the federal courts of the United States or the courts of the State of Iowa. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

12. PRIVACY POLICY

All information we collect on the Platform is subject to our Privacy Policy. By using the Platform, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

13. HOW TO CONTACT US

This Platform is operated by:
The Art of Education University
518 Main Street, Suite A
Osage, IA 50461.
All other feedback, comments, requests for technical support and other communications relating to the Platform should be directed to: info@theartofededucation.edu.
Thank you for visiting The Art of Education University.

the art of education
UNIVERSITY

Alum Rock Unified School District

Alum Rock Elem School District

Tara Bickford

Comments from Jennifer Gurss



Products & Services

Item & Description	Quantity	Unit Price	Total
Site License | Curriculum Suite | Three Year Term FLEX Curriculum | Customizable K-12 curriculum platform with on-demand access to lesson plans and instructional resources designed to support visual art education. Includes product training and implementation support. PRO Learning | Personalized professional learning platform with on-demand access to instructional video training and supplemental resources exclusively for art educators. Includes product training and implementation support. The number of licenses issued is the total number of confirmed site-based K-12 teachers opting in for supplemental visual arts instructional resources during the enrollment period.	17	$12,600.00	$214,200.00 for 3 years
Site License | Curriculum Suite | Three Months "FLEX Curriculum | Customizable K-12 curriculum platform with on-demand access to lesson plans and instructional resources designed to support visual art education. Includes product training and implementation support. PRO Learning | Personalized professional learning platform with on-demand access to instructional video training and supplemental resources exclusively for art educators. Includes product training and implementation support. The number of licenses issued is the total number of confirmed site-based K-12 teachers opting in for supplemental visual arts instructional resources during the enrollment period. "	17	$1,050.00	$17,850.00 for 3 months

Item & Description	Quantity	Unit Price	Total
Curriculum Suite | Three Year Term PRO Learning | Personalized professional learning platform with on-demand access to instructional video training and supplemental resources exclusively for art educators. Includes product training and implementation support. FLEX Curriculum | Customizable curriculum platform with on-demand access to standards-aligned lesson plans and instructional resources exclusively for art education. Includes product training and implementation support.	2	$2,922.00	$5,844.00 for 3 years
Curriculum Suite | Three Months PRO Learning | Personalized professional learning platform with on-demand access to instructional video training and supplemental resources exclusively for art educators. Includes product training and implementation support. FLEX Curriculum | Customizable curriculum platform with on-demand access to standards-aligned lesson plans and instructional resources exclusively for art education. Includes product training and implementation support.	2	$243.50	$487.00 for 3 months

One-time subtotal	$238,381.00
Discount reflects 3 months of free access.	($18,337.00)
Total	$220,044.00

11.02

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: **March 22, 2024**

Subject: **Little Heroes**

Staff Analysis: Little Heroes will provide youth development programs for up to 160 students at 4 elementary schools sites in ARUSD to support and enrich student learning during the summer program June 17-July 25, 2024 - Linda Vista, Dorsa, San Antonio and Hubbard Elementary Schools 40 students per site.

Recommendation: **Staff recommends the Board of Trustees to approve the contract with Little Heroes in the amount of $184,800.00.**

Approved by: Sandra Garcia SG Title: Director, State and Federal Programs

To the Board of Trustees:

Recommend Approval

11.02
Agenda Placement

Meeting: April 4, 2024
Regular Board Meeting

Barbara Campbell
Barbara Campbell, Assistant Superintendent
Instructional Services

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: State and Federal Dept. (School/Dept.) VENDOR NO. 021461

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: Little Heroes

   Address: 5669 Snell Ave #275 City: San Jose State: CA Zip: 95123

   Phone: (408) 679-7779 Email Address: jbeeks@littleheroes.org

   SSN: _____ or Fed I.D. #: 46-0805877

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date April 5, 2024 end date July 25, 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:

   Little Heroes will provide youth development programs for up to 160 students at 4 elementary schools sites in ARUSD to support and enrich student learning during the summer program June 17-July 25, 2024 - Linda Vista, Dorsa, San Antonio and Hubbard Elementary Schools 40 students per site.

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

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

   X b. **Other:** $184,800.00 (describe rate agreement) _____

   _____

   MB 3/15/24

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	020110	360	7392	$184,800.00	
											3/14/24

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

1:50pm-3:05pm - Second rotation Art/Science/Outdoor

3:05p-3:30pm— Snack time

3:30pm-4:45pm— Third rotation Art/Science/Outdoor

4:50-5:00pm— Check out

Sample Schedule. Schedule is based on need of schools hosting summer camps.

Little Heroes– Scope of Work

Summer Camp

Terms of Service:

Summer of 2024(June 17th-July 19th)

Program Components:

Each Program Component will be maintained to the expectations of the Program Coordinator and Administration team. Estimated start dates for each Component depend upon in school start date

- 1 Hour of daily art instruction (projects will be based on weekly theme provided by Little Heroes)
- 1 Hour of daily science instruction (Projects will be based on weekly theme provided by Little Heroes)
- 1 hour of organized outdoor activities (these activities will be selected by Little Heroes staff)
- 30 min daily snack time for students , daily intro and closing daily.

Theme Weeks

Note: Themes Subject To Change

Week 1- Medieval Times

Week 2- Star Wars

Week 3- Wild wild west

Week 4- Mystery Island

Week 5 - Jurassic Park

Program Cost:

$10,500 Per week ,per site

Price Break down:

Week 1 June 17th-June 21st : $8400 Per site (No school June 19th)

Week 2 June 24th- June 28th: $10,500 per site

Week 3 July 1st- July 5th: $6300 Per site (No school July 4th and 5th)

Week 4 July 8th - July 12th: $10,500 Per Site

Week 5 July 15th- 19th :$10,500 Per site

Hubbard 5 week total cost : $46,200

Dorsa 5 week total cost :$46,200

San Antonio 5 week total cost :$46,200

Linda Vista 5 week total cost :$46,200

Summer camp total cost : $184,800

Summer Camp:

Little Heroes is proud to provide a quality in depth hands on and award winning summer camp to our communities. Each week at camp is theme based to really spark the interest of our campers and keep them excited to learn and grow each week. Whether it's Star Wars Week where we dive into the mighty universe and Space, or Medieval Times where our students learn about renaissance art and learn the physics behind catapults and bow and arrows. We build curriculum that ignites passions in Arts, Sciences, and Outdoor fun. Every day campers will get to experience all aspects of camp. There's surely to be something for everyone!

Day to Day Expectations:

- Maintain each component to its expectations.
- Keep constant communication with Administration and Office Staff
- Open and available to aid administration in anything they shall need.
- Provide each student with fun and engaging activities daily

Provider Expectations:

All Little Heroes personnel shall be properly cleared to work within the district. A background check, TB Test, Fingerprinting, and CPR/First Aid certifications are all required before arriving on campus.

Each School agrees to provide the following for our coaches:

- A basic set of equipment. Enough to successfully run 5-6 organized games.
- An office workspace for the coach. A place to prep in any downtime, and respond to work calls and emails.

Daily Schedule

12pm-12:15— welcome / student check in

12:15pm-12:30am- Camp skit/ welcome activity

12:30pm-1:45pm— First rotation Art/science/ Outdoor

11.03

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: **March 22, 2024**

Subject: **KV Educational Services**

Staff Analysis: KV Educational Services will provide CTE Arts, Media & Entertainment academic enrichment program at 2 ARUSD Sites for 80 students in grades 3rd - 8th during the 2024 Summer Program June 17, 2024 - July 24, 2024. Five hour sessions from 12:00 pm - 5:00 pm Monday - Friday.

Recommendation: **Staff recommends the Board of Trustees to approve the contract with KV Educational Services in the amount of $124,000.00.**

Approved by: Sandra Garcia Title: Director, State and Federal Program

To the Board of Trustees:

Meeting: April 4, 2024
Regular Board Meeting

Recommend Approval

11.03
Agenda Placement

Barbara Campbell, Assistant Superintendent
Instructional Services

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: State and Federal Programs (School/Dept.) VENDOR NO. 300793

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: KV Educational Services

   Address: 291 Ranchito Drive City: Hollister State: CA Zip: 95023

   Phone: (831) 537-6796 Email Address: kvaldez.etc.edu@gmail.com

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

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date April 5, 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:

   KV Educational Services will provide CTE Arts, Media & Entertainment academic enrichment program at 2 ARUSD Sites for 80 students in grades 3rd - 8th during the 2024 Summer Program June 17, 2024 - July 24, 2024. Five hour sessions from 12:00 pm - 5:00 pm Monday - Friday.

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:** $124,000.00 (describe rate agreement) _____

   _____

   JNB 3/15/24

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	020110	360	7392	$124,000.00	
											3/14/24

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

CTE Arts, Media & Entertainment Education Services
291 Ranchito Drive
Hollister, CA.
95023

Scope of Services

KV Educational Services will provide a CTE Arts, Media, and Entertainment academic enrichment program, *Visiones*, at Alum Rock School District at 2 school sites; 80 students in total; grades 3-5th and 6th – 8th during the summer of 2024 school year. The program will run as part of the summer school program, Monday through Friday for five-hour sessions in the afternoons (12:00 PM – 5:00 PM), beginning on the first day of program. Each school site will receive 6 weeks of programming from 4 industry professionals and college interns. Programming can include Technical Skills, PSA's, Podcasts, Short Films Pre-Production, Production and Post-Production, Visual Art, and Recreation. These skills will be delivered through a cultural sustaining and revitalizing pedagogy, encouraging native culture and language with a confident sense of self within their cultural learning communities. This program is based on the premise that high-quality integration of the arts through literacy can fortify and support academic achievement and increase student engagement in core academic classes, helping students develop a sense of self within their school community.

Program Deliverables

Throughout the summer school program, the *Visiones Program* will be documented with interviews of students and their experience in the program. The Alum Rock School District will receive all materials created by the students as well as a curated documentary on the program in action. At a site level, each student will be introduced to basic career technical skills for visually storytelling. Individual students will gain knowledge of all aspects of digital media production and elements of fine art.

Programming Needs

To ensure the quality of service, the program will need to be delivered in a classroom setting, and one prep space for equipment storage and studio production: (3 rooms per site) (6) classrooms total. Students will need to have access to charged Chromebooks or access to a computer lab with a subscription to We Video for editing. The Visiones Summer Staff will participate in the program for a 3:20 ratio to ensure that each student receives ample support within a fast-paced program. Educators will require access to presentation technology (projector, whiteboard, television).

Half of the service contract must be delivered by the 30th of June, and the final half by the 30th of July.

Alum Rock School District ASP: Arts, Media & Entertainment Enrichment Services
Wednesday, February 28, 2024

Consultant: Katrina Valdez, CTE Pathway Specialist,
CTC Supervision & Coordination Credential

Work/Task	Deliverable	Time/Dates
Develop course and scope and sequence	• Summer Enrichment: *Visiones* Media Arts and Entertainment Course • Summer 24 Scope and Sequence for 3 Component 6-week course • 1 fully designed Unit aligned with CTE and Common Core Standards • Master Schedule	• June 17, 2024
Provide Recommended Materials/Tech Resources for Purchase	• Visiones will provide equipment for the 2nd site, and district will provide equipment for 1st site, including Chromebooks and We Video Subscription.	• 1 Week prior to Program • Editing Software for Chromebooks
Teaching Artists & Interns (Total of 11)	• Direct Service with Alum Rock Schools • 5 days for 6 weeks • 2 School Sites	• June 17, 2024 – July 24, 2024 • Mon-Friday • 12pm-5pm
Media	• Projects ranging from PSA's, Podcasts, Short Films, and Digital Narratives • Art Portfolios ranging from Color Theory, Line, Value, and Sculptures • 1 Whole Program Documentary	

Proposed project cost:
Total days for 6 weeks= 27 Days
Total estimated cost: **$124,000**
Billing Payments: June 30th & July 30th 2024

11.04

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: March 25, 2024

Subject: Think Together Inc. - Non-Instructional Day Services

Staff Analysis: Think Together will provide non-instructional day services (Summer) for up to 240 students across two schools (Hubbard and Linda Vista) for 25 program days. Think Together will provide 14 Program Leaders to deliver the services.

Recommendation: Staff recommends the Board of Trustees to approve the contract with Think Together Inc. - Non-Instructional Day Services for the amount of $248,205.00.

Approved by: Sandra Garcia SG Title: Director, State and Federal

To the Board of Trustees:

Meeting: April 4, 2024
Regular Board Meeting

Recommend Approval

11.04
Agenda Placement

Barbara Campbell
Barbara Campbell, Assistant Superintendent
Instructional Services

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

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

Submitted by: Sandra Garcia

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

   Name of Individual/Company: Think Together Inc. - Non-Instructional Day Services

   Address: 2101 East Fourth Street Ste 200B City: Santa Ana State: CA Zip: 92705

   Phone: (714) 425-5229 Email Address: richard.tran@thinktogether.org

   SSN: _____ or Fed I.D. #: rbarth@thinktogether.org

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date April 5, 2024 end date July 24, 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:

   Think Together will provide non-instructional day services (Summer) for up to 240 students across two schools (Hubbard and Linda Vista) for 25 program days. Think Together will assign 14 Program Leaders to deliver the services.

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

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

   X b. **Other:** $248,205.00 (describe rate agreement) $163,775.00 Personnel expenses and $84,430.00 Operating expenses

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	020110	360	7392	$248,205.00	3/14/24

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

think

February 22, 2024

ALUM ROCK UNIFIED SCHOOL DISTRICT
Think Together Non-Instructional Day Services Proposal

Background
Alum Rock Union Elementary School District (ARUESD) has solicited Think Together to provide non-instructional day services during the Summer 2024 – June 17 to July 24, 2024. This proposal responds to that request.

Scope of Work
Think Together will provide non-instructional day services to a total of 240 students across Hubbard Media Arts Academy and Linda Vista Elementary over 25 program days. This includes:

- Hubbard Media Arts Academy: Think Together will provide services up to 140 students, with 40 students receiving up to nine hours of instruction per day and 100 students receiving up to five hours of instruction per day.
- Linda Vista Elementary: Think Together will provide services up to 100 students receiving up to five hours of instruction per day.

Think Together will assign 14 Program Leaders to deliver the services at a supervision ratio of not more than one staff member to 20 students (1:20) and a supervision ratio of not more than one staff member to 10 Transitional Kinder/Kinder students (1:10), incorporating four "floaters" to help maintain ratios. Each site will be supervised by a Site Program Manager. The project will be managed by a Quality Assurance Coach. Think Together will pay for all curricular materials, field trip experience (one off-site), and consumable supplies required to deliver the services. Think Together will apply a 15% administrative fee.

Pricing
ARUSD will pay Think Together a fee of **$248,205** to deliver the scope of work described above.

June 2024 – 9 program days

Personnel	
16 Program Leaders	$58,959
Total Personnel	**$58,959**
Operating	
Curricula and Supplies	$14,204
Field Trip Experiences	$4,536
Administrative Fee (15%)	$11,655
Total Operating	**$30,395**
Total Project Cost (FY'24)	**$89,354**

July 2024 – 16 program days

Personnel	
16 Program Leaders	$104,816
Total Personnel	**$104,816**
Operating	
Curricula and Supplies	$25,251
Field Trip Experiences	$8,064
Administrative Fee (15%)	$20,720
Total Operating	**$54,035**
Total Project Cost (FY'25)	**$158,851**
Total Project Cost (FY'24 & FY'25)	**$248,205**

2101 East Fourth Street Suite 200B
Santa Ana, CA 92705

11.05

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: March 25, 2024

Subject: YMCA of Silicon Valley

Staff Analysis: YMCA of Silicon Valley and ARUSD are collaborating to offer Summer Learning and Summer Enrichment Programs across two sites (Dorsa and San Antonio) for up to 148 students during June 17 - July 24, 2024.

Recommendation: Staff Recommends the Board of Trustees to approve the contract with YMCA of Silicon Valley for the amount of $259,000.00.

Approved by: Sandra Garcia SG Title: Director, State and Federal

To the Board of Trustees: Meeting: April 4, 2024
Regular Board Meeting

Recommend Approval

11.05
Agenda Placement

Barbara Campbell, Assistant Superintendent
Instructional Services

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

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

Submitted by: Sandra Garcia

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

Name of Individual/Company: YMCA of Silicon Valley

Address: 550 S Winchester Blvd #250 City: San Jose State: CA Zip: 95128

Phone: (408) 715-6533 Email Address: Angela.Rodriguez@ymcasv.org

SSN: _____ or Fed I.D. #: mhaughey@ymcasv.org

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date June 17, 2024 end date July 24, 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:

YMCA of Silicon Valley and ARUSD are collaborating to offer Summer Learning and Summer Enrichment Programs across two sites (Dorsa and San Antonio) for up to 148 students during June 17 - July 24, 2024.

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

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

X b. **Other:** $259,000.00 (describe rate agreement) 148 students will be served at 5 weeks

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	020110	360	7392	$259,000.00	3/14/24

UMB 3/15/24

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.

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

FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

YMCA SUMMER ENRICHMENT PROGRAM AGREEMENT

Between YMCA of Silicon Valley and Alum Rock Union School District

Mission:
Our Y is committed to empowering future generations by closing the Opportunity Gap. Our Summer Enrichment Programs surround our youth with developmental opportunities that focus on academic enrichment, strengthening literacy, and instilling 21st Century Learning Skills that provide experiences and access to grow and thrive.

PREAMBLE
The YMCA of Silicon Valley (hereafter "YMCA") and the Alum Rock Union School District (hereafter "School") enter into this Agreement to set forth the terms and conditions upon which they will collaboratively engage in a Summer Enrichment Program to improve the educational success of participants (hereafter, "the Program(s)"). The Program(s) covered under this Agreement is: Summer Enrichment Program and District Summer School Support.

YMCA and Alum Rock Union School District (hereafter "Party" or "Parties") desire to improve educational opportunities for youth in their community and are participating in the Program to achieve that in the end. The Program is part of a national YMCA initiative to develop signature programs that will help improve the academic success of children in low-income environments. Each Party recognizes that the success of the Program is dependent upon full adherence to the following terms and conditions.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Overview

1. YMCA and School agree to work cooperatively and in good faith to achieve the objectives of the Program as outlined below to School by YMCA.

2. The Parties agree to jointly create a collaboration plan that will include:
   a. Meetings, as needed between the school principal (or his/her designee in case of a scheduling conflict) and the YMCA "Program Site Director", to: develop a Program plan, discuss Program progress and updates, discuss teacher/staff observations, share successes, make amendments to the Program plan in response to data collected, and facilitate communication with teachers and parents/guardians/families.
   b. A protocol for emergencies, such as a School closure, student injury/illness, or other unexpected event which interrupts or significantly impacts the provision of programming and services in the School building or on School grounds. The protocol will conform to the Parties' existing emergency protocols and all legal requirements.

c. The development and distribution of public communications such as newsletters, e-mails, reports, and general Program marketing materials. The Parties will comply with all YMCA of the USA ("Y-USA") brand, trademark and advertising requirements related to such materials.

Staff and Student Selection

1. The YMCA Executive Director & Program-Director shall have final authority to hire staff who will deliver Program components and activities align to the common core standards.

2. The School District will select and recommend students to participate in the Program based on following criteria:
   a. At risk of non-proficiency in state standardized tests in reading;
   b. Eligible for free and reduced lunch program
   c. Homeless youth; Foster youth

Data Collection, Disclosure and Storage

1. Collection of Participant and Non-Participant Data.
   a. *Participant Defined*. Any student who is selected based on the criteria set forth above in Paragraph 4 and approved to participate in the Program by the YMCA Program Site Director shall become a participant upon submission of a signed program Release (each, a "Participant"). A student who has not submitted the Program Release cannot be considered a Participant. Instead, that student is considered a "Non-Participant".

   b. *Compliance with FERPA and applicable privacy laws*. The Parties acknowledge that student-level data is critical to analysis of Program metrics. The YMCA agrees to acquire parent/caregiver consent in compliance with the Family Educational Rights and Privacy Act ("FERPA") and any and all applicable state or local laws regarding educational rights and privacy from participants to share certain data between them. Confidential information includes, but is not limited to, the information in subsection 2 below.

   c. Collection of Participant Data.
   School agrees to provide the following participant-specific information to the YMCA:

   - Student attendance data.
   - Data regarding classroom behavior and discipline.
   - Reading scores.

   d. Assistance with Data.
   School also agrees to provide YMCA reasonable access to School staff members familiar with the data for further assessment/analysis of the data.

2. Disclosure of Data.
   a. Disclosure of Participant Data to Y-USA and Other Business Partners.
   Pursuant to Education Code § 49076(c) and 34 CFR § 99.31(b), School may share student records or information without the consent of the student's parent or guardian if the records or information are de-identified, which requires the

removal of all personally identifiable information. School agrees that all Participant data, with personal identifiers removed (to the extent required by applicable law), may be shared with Y-USA for purposes of analysis and program improvement. Other business partners engaged in analysis of the Program may obtain de-identified information, but solely for purposes of analyzing, improving and reporting on the Program.

School agrees that the YMCA, Y-USA, or then current business partner, engaged in analysis of the Program may report aggregate, de-identified, participant data analysis to the School, which may use them for purposes of improving instruction and the Program.

b. Disclosure to Third Parties
School understands that such data may be referenced in reports to funders, newsletters, or other publications related to the Program; however, no data from individual students that is not de-identified will be reported. Further, individual schools/school districts will not be identified in any reporting and only aggregate, de-identified data will be reported.

Neither Party shall disclose any findings or analysis from non-public data without prior written consent of the other party (and/or any Program Participant, as defined above, as appropriate), other than summary data that does not identify any individual person; such data may include expenditure patterns, and expenditure per pupil or category of pupil.

3. Protection and Security of Stored Data.

YMCA agrees that, other than as necessary with respect to the Program, data will be kept confidential. YMCA agrees to maintain appropriate network and other data security to protect any School student data in its possession. YMCA agrees to notify School as soon as reasonably practicable if it has any reason to believe there has been a breach of data security relevant to the data subject to this Agreement, and any data has been lost, tampered with, or otherwise illegally accessed. All electronic data analysis will be performed on password-protected computers.

YMCA shall maintain the confidentiality and safeguard the analysis of any data gathered as a result of this Agreement, and will not, without the prior consent of School, disclose any findings or analysis derived from non-public information other than: (a) summary data as set forth herein (b) data and analysis of such summary data used to promote the educational and research purposes of the Project or its implications for further work related to the Achievement Gap; and (c) data and findings that have been made publicly available without breaching any of the YMCA's confidentiality obligations.

Program Implementation

1. Summer Enrichment Program and Summer Learning Program will begin on June 17,2024 and end on July 24, 2024. Program will be held Monday – Friday from 8am – 5pm (Closed June 19th, July 4th & 5th – due to Holiday).
2. We will schedule Staff Development and Set Up the week for June 10th.
3. Programming:
Summer Learning Program (Dorsa Elementary): 8am – 12pm (1:16 ratio)
Engaging up to 48 students in the Summer Learning Program at Dorsa Elementary School. Will focus on literacy support and integrate the Bell Xcel Literacy framework.

Summer Enrichment Program (Dorsa & San Antonio Elementary Schools):
12pm-5pm (1:20 ratio)

Engaging up to 100 students in the Summer Enrichment Program at San Antonio and Dorsa Elementary Schools. Will lead the following components: Arts, Science, Engineering, Tech, Physical Activity, Health & Nutrition, SEL, etc.

4. School shall make the following spaces available to the YMCA for the Program at the times indicated:
    a. 5 classrooms per school location (more if target numbers are exceeded)
    b. computer lab or cart
    c. cafeteria
    d. outdoor space/grounds
    e. 1 set of restrooms
    f. Other spaces deemed necessary to fulfill the Program requirements and expectations.

5. School shall provide general security and custodial services. Please provide phone number for janitors

6. YMCA shall identify third parties for Program enhancement (music, arts, field trips, etc.) but shall confirm that such third parties are acceptable to School prior to contracting with them.

7. School will provide office space for a full-time YMCA Program Site Director at the School. YMCA or School shall provide a desktop or laptop computer with an internet connection for the office space. School shall also provide either a printer for the office space or the ability for the YMCA Program Site Director to print from the office space. (YMCA Program Site Director must have access to Y-USA knowledge sharing site, Exchange, in order to be able to access Y-USA systems and resources.)

8. School will host site visit observations conducted by YMCA staff and or Y-USA staff to help ensure Program fidelity and for the purposes of quality assurance.

9. YMCA shall provide healthy meals and snacks for each Program participant on a daily basis aligned with Y-USA's Healthy Eating and Physical Activity Eating (HEPA) standards.

10. The Parties shall agree how certain joint costs will be shared between them and except as aforesaid; each Party shall bear its own costs, if any, for execution of its obligations under this Agreement. (The parties shall agree how cost should be shared amongst them if any, for execution of its obligation under this Agreement)

11. If applicable school shall provide training for Y staff on reading programs being used and recommended for the summer.

COVID Protocols

Our YMCA of Silicon Valley Programs are diligent in following the latest California Public Health Department protocols to prevent the spread of the COVID-19 virus. We adhere to all county day camp regulations and requirements. Last, but not least the CDC youth protocols are incorporated into our

practice. As an early leader in COVID-19 world operations, our Y has helped informed county, state and national practices for safe and healthy youth operations.

Miscellaneous Provisions

1. This Agreement shall be governed by the laws of the State of California.

2. Each Party shall have responsibility for supervision and compliance of the terms herein by its own employees, contractors, and volunteers.

3. Each Party shall adhere to its applicable policies with respect to Child Abuse Prevention and training in its performance under this Agreement.

4. Each Party shall maintain appropriate insurance for its obligations under this Agreement.

5. YMCA agrees to indemnify and defend School and its employees and agents from any and all claims, damages, and liability in any way occasioned by or arising out of the negligence of YMCA and/or its employees/officers/agents in the performance of this Agreement, including any sanctions, penalties, or claims of damages resulting from YMCA's failure to comply with any law, regulation, or ordinance, including but not limited to those listed in this Agreement.

6. Alum Rock Union School District agrees to indemnify and defend YMCA and its employees and agents from any and all claims, damages, and liability in any way occasioned by or arising out of the negligence of District and/or its employees/officers/agents in the performance of this Agreement, including any sanctions, penalties, or claims of damages resulting from District's failure to comply with any law, regulation, or ordinance, including but not limited to those listed in this Agreement.

7. The Parties agree that they are independent of each other and of YMCA of the USA; neither Party shall be deemed an employee, servant, agent, partner or joint venture of the other or of YMCA of the USA.

8. Each Party agrees it has obtained the appropriate authority to enter into this Agreement.

9. For the purpose of executing this Agreement, the Parties hereto agree that a facsimile or electronic (e.g. .pdf) record of this Agreement or other electronic signatures shall serve as original signatures.

10. Notices will be deemed accomplished if sent via U.S. Mail, return receipt requested, fax, electronic email, postage prepaid, or courier service, to the following:

Alum Rock Union School District	YMCA of Silicon Valley
_____	Mary Hoshiko Haughey, COO
2930 Gay Ave	550 S Winchester Blvd #250
San Jose, CA 95127	San Jose, 95128

INSURANCE

Contractor will keep in force and shall cause the LEA to be named as "Additional Insured", at minimum; one million dollars combined single limit liability insurance for bodily injury, property damage and personal injury and all risk legal liability related to the Program.

LEA will keep in force and shall cause the Contractor to be named as "Additional Insured", at minimum; one million dollars combined single limit liability insurance for bodily injury, property damage and personal injury and all risk legal liability related to the Program.

ASSIGNMENT AND TRANSFER

There shall be no assignment of any part of this MOU by LEA or Contractor.

INDEMNIFICATION

Contractor shall defend, indemnify and hold harmless the LEA, including its officers, directors, employees and agents, from and against any and all liability, losses, damages and expenses, including reasonable and verifiable attorney's fees and costs, incurred by the LEA to the extent directly caused by the willful, or negligent act or omission of the Contractor, its officers, board of directors, employees or agents, in the Contractor's performance of this MOU.

LEA shall defend, indemnify and hold harmless the Contractor, 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 Contractor which arise out of or relate to the wrongful, willful, or negligent act or omission of the LEA, its officers, directors, employees or agents, in the LEA's performance of this MOU.

APPLICATION OF LAW

This MOU represents the entire understanding of the Parties and it is under the jurisdiction and subject of the State of California.

TERMINATION OF AGREEMENT

Each Party has the right to terminate this contract if the other Party has materially breached any obligation herein and such breach remains uncured for a period of ten (10) days after written notice thereof is sent to the other Party. Further, either Party may termination this MOU without cause upon thirty (30) days prior written notice.

CONFIDENTIALITY

LEA acknowledges and agrees that all information, work in progress, trade secrets, or other secret or confidential information related to the business or projects of Contractor, as well as student achievement data, demographic data, student medical records and academic records (collectively, "Student Data") constitutes confidential information (collectively, "Confidential Information"). Contractor agrees that all times, both during this MOU and after its termination, Contractor will keep in confidence and trust all such Confidential Information and shall not use, copy, or disclose to any person, firm, or corporation any such Confidential Information. This obligation shall end whenever such information enters the public domain and is no longer confidential or proprietary through no improper action or inaction by either Party. Upon termination or expiration of this MOU, or at any time upon request of LEA, Contractor will return to LEA all Confidential Information in Contractor's possession or control. If data will be provided through an online platform, Contractor shall have controlled access to the data via password, and Contractor shall assume full liability for any access violations which may occur. If Contractor is requested or required by reason of legal requirements or legal proceedings of any nature to disclose any Confidential Information, it shall promptly provide Grantee with notice of the request or requirement. In those cases, Contractor will in good faith consult with LEA and consider and act upon LEA's suggestions concerning the nature, scope, and manner of disclosure, including cooperating with LEA in seeking a protective order or other appropriate remedy. If, in the absence of a protective order or other remedy, Contractor is nonetheless legally compelled to disclose Confidential Information, Contractor may disclose only that portion of Confidential Information which its counsel advises is legally required to be disclosed. Contractor recognizes that Student Data is sensitive, and that any misuse of such data by Contractor could be or is a violation of state and federal law. Contractor assumes full responsibility for the use of such Student Data.

FINGERPRINTING SCAN AND TB TEST

Contractor is expected to have contact with LEA's students. Any Contractor, as well as any Contractor-associated personnel who are expected to have contact with students, must have proof of negative TB test and must authorize and undergo a fingerprinting scan via LIVESCAN (or other state or local authorized entity that provides fingerprinting services). Contractor agrees not to have contact with any student prior to proof of negative TB test and receipt of fingerprinting clearance.

Duration of Agreement; Amendments

1. This Agreement is effective on June 17, 2024 and shall end on July 19, 2024 unless terminated by YMCA with 30 days advance notice. Termination of this Agreement for any cause or its expiration shall not release either party from any liability that accrued on or before the date of termination or which may thereafter arise with respect to any act or omission occurring on or before the date of termination, or from any duty or obligation that by its nature should extend beyond the expiration or earlier termination of this Agreement, including without limitation the provisions related to storage and disclosure of data.

2. **Payment Terms:**
   The maximum contract amount is $259,000.00

   Payment will be issued to Contractor within 30 days after receipt of the session invoice. Contractor will submit the invoice with documented enrollment.

   The total amount contracted for the SLP- Literacy Support (1:16 ratio)
   $225 per student/ week x 48 students x 5 weeks = $54,000

   Summer Enrichment Program- Half Day (1:20 ratio)
   $205 per student/ week x 100 students x 5 weeks x 2 schools = $205,000.00

3. This Agreement is the entire agreement between the Parties and cannot be amended or modified other than by written agreement of both Parties.

IN WITNESS WHEREOF the undersigned have executed this MOU as of the Effective Date.

ACCEPTED AND AGREED

Alum Rock Union School District	**YMCA of Silicon Valley**
_____	Mary Haughey
Signature	Signature
Hilaria Bauer, Ph.D.	
Superintendent	Mary Hoshiko-Haughey, COO
Name and Title (print)	
_____	02 / 28 / 2024
Date	Date

12.07

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: **April 4, 2024**

Subject: **Approve/Ratify Notices of Employment and Changes of Status/April 4, 2024**

Staff Analysis: This item includes recommendations such as new hires, leaves of absence, or other changes in employee status.

Recommendation: Staff recommends the Board of Trustees approval of the hiring of any new employee, and any change of status for existing employees.

Submitted by: Cesar Torrico Title: Asst. Superintendent, Human Resources

Approved by: Cesar Torrico CT Title: Asst. Superintendent, Human Resources

To the Board of Trustees: Meeting: April 4, 2024
Regular Board Meeting

Recommend Approval

12.07
Agenda Placement

Assistant Superintendent, Human Resources

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
April 4, 2024

CERTIFICATED OFFER OF EMPLOYMENT:

I. New Hire-Substitute Teacher:

1.	Basile, Katherine		02/07/2024

II. Contracts:

1.	Begines, Emily	March Madness/Adelante Academy I	02/01/2024-04/05/2024
2.	Pinon, Steven	Copita Soccer/Cassell Elementary	04/05/2024-04/30/2024
3.	Sotelo, Gabriel	Copita Soccer/Ryan Elementary	04/05/2024-04/30/2024

III. Substitute Residential Teacher Contracts:

1.	Castaneda, Marcela	03/01/2024-04/30/2024
2.	Castaneda, Patricia	03/01/2024-04/30/2024
3.	Donoghue, Margaret	04/01/2024-04/30/2024
4.	Ibarra, Celso	04/01/2024-04/30/2024
5.	Kaung, Akar	04/01/2024-04/23/2024
6.	Morquecho, Leticia	04/01/2024-04/23/2024
7.	Oros, Elisa	04/01/2024-04/30/2024
8.	Perez, Irving	04/01/2024-04/30/2024
9.	Solis, Salvador	04/01/2024-04/30/2024

IV. Retirement:

1.	Ambard, April	5/McCollam Elementary	06/08/2024
2.	Gregoire, Lisa	2/Lyndale Elementary	06/10/2024
3.	Shyba, Cheryl	RSP/Cassell Elementary	06/08/2024

V. Personal Leave of Absence:

1.	Loudd, Enjolie	RSP/Hubbard Media Arts Academy	07/01/2024-06/30/2025
2.	Soriano, Shayne	.20 FTE/RSP/Russo McEntee Academy	07/01/2024-06/30/2025

VI. Certificated Administrative Changes:

Rosales, Yeny	from Coordinator, ELD to Principal on Special Assignment	04/05/2024

CLASSIFIED PERSONNEL – April 4, 2024

CLASSIFIED OFFERS OF EMPLOYMENT:

I. Change of Status:

1.	Heredia, Mariela	Senior Accounting Assistant/Purchasing	03/05/2024
2.	Rositas, Elaine	Community Liaison 9.5mo & Campus Paraeducator/Adelante II	03/15/2024
3.	Zuniga, Juan	Head Custodian I – Elementary/San Antonio	03/11/2024

II. Contracted Employees:

1.	Jaramillo, Phil	Copita Soccer Coach/Adelante II	04/15/2024-04/28/2024
2.	Lopez, Leo	Copita Soccer Coach/Cureton	04/15/2024-05/15/2024
3.	Santos, Thadeus Kyle	Lion Dance Coach & Performer/Painter	04/05/2024-06/30/2024
4.	Tran, Andy	Lion Dance Coach & Performer/Painter	04/05/2024-06/30/2024
5.	Tran, Anthony	Lion Dance Coach & Performer/Painter	04/05/2024-06/30/2024
6.	Tran, Eric	Lion Dance Coach & Performer/Painter	04/05/2024-06/30/2024
7.	Truong, Nghi	Lion Dance Coach & Performer/Painter	04/05/2024-06/30/2024

III. Substitute Personnel:

1.	Barreto Briceno, Jesus	Substitute Custodian & Substitute Maintenance	02/29/2024
2.	Chavez Tenorio, Erika	Substitute Child Nutrition Assistant	02/27/2024
3.	Chen, Hui-Ping	Substitute Paraeducator	02/26/2024
4.	Lizarraga, Silvia	Substitute Clerical	02/28/2024
5.	Ortiz, Juan	Substitute Custodian	03/04/2024

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

12.02

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: March 26, 2024

Subject: **Acceptance of Donations**

Staff Analysis: The District has received donations as summarized on the sheet dated April 4, 2024.

Recommendation: Staff recommends approval for acceptance of these donations.

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

To the Board of Trustees:

Recommend Approval

12.02
Agenda Placement

Meeting: April 4, 2024
Regular Board Meeting

Imee Almazan, Ed.D., Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Alum Rock Union Elementary School District
April 4, 2024

ACCEPTANCE OF DONATIONS

DONOR NAME	DESCRIPTION OR PURPOSE	ESTIMATED VALUE	RECEIVING SCHOOL OR DEPARTMENT
Adelante PTA	Materials & Supplies	$ 1,796.55	Adelante Academy
Adelante PTA	Materials & Supplies	$ 20,310.00	Adelante Academy
Adelante II Parents	Materials & Supplies	$ 528.00	Adelante II Academy
San Francisco Forty Niners Foundation	Materials & Supplies	$ 581.88	Cureton Elementary
Linda Vista PTA	Materials & Supplies	$ 9,500.00	Linda Vista Elementary
Linda Vista Parents	Materials & Supplies	$ 790.00	Linda Vista Elementary
Linda Vista Parents	Materials & Supplies	$ 1,040.00	Linda Vista Elementary
Ms. Prasanna Menon	Materials & Supplies	$ 300.00	Lyndale Elementary
Ocala STEAM Parents	Materials & Supplies	$ 380.00	Ocala STEAM Academy
The Blackbaud Giving Fund	Materials & Supplies	$ 350.00	Ocala STEAM Academy
Philanthropics Ventures Foundation	Materials & Supplies	$ 492.45	Ocala STEAM Academy
Westat	Materials & Supplies	$ 268.00	Ryan STEAM Academy
San Francisco Forty Niners Foundation	Materials & Supplies	$ 1,096.28	Ryan STEAM Academy
Foothill De-Anza Colleges Foundation	Materials & Supplies	$ 710.00	Ryan STEAM Academy
BAWSI	Materials & Supplies	$ 589.95	San Antonio Elementary

ALUM ROCK
UNION ELEMENTARY SCHOOL DISTRICT

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

To: Imee Almazan, Ph.D., Interim Superintendent

Honorable Board Members

From: PTA

Re: Donation

Date: 3/25/24

Please accept the following donation from Check Donation
TOTAL: $1,796.55

Donor's Information:
NAME: PTA

Please deposit amount into Adelante I donations program 2110.

Thank you.

Imee Almazan, Ph.D., Interim 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 José, CA 95127 · Phone: 408-928-6800 · Fax: 408-928-6416 · www.arusd.org

To: Imee Almazan, Ph.D., Interim Superintendent

Honorable Board Members

From: PTA

Re: Donation

Date: 3/25/24

Please accept the following donation from Check Donation
TOTAL: $20,310

Donor's Information:
NAME: PTA

Please deposit amount into Adelante I donations program 2110.

Thank you.



Imee Almazan, Ph.D., Interim Superintendent

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

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: March 4, 2024

Re: PTA Donation – Field Trip Transportation

Please accept the following donation from Adelante II PTA in the amount of $528 to be deposited into Adelante II's donation account. The funds will be used for 4th grade field trip transportation.

Thank you,

Mr. José Cortez

Principal

CURETON ELEMENTARY SCHOOL

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

March 20, 2024

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

Dear Board Members:

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

San Francisco Forty Niners Foundation	$581.88	Check #13579

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

Sincerely,

Mrs. Tereasa Smith
Principal

/sna

Attachment

Linda Vista Elementary

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

To: Alum Rock Union Elementary School District – Board of Trustees
From: Suzanne Cicala, Principal – Linda Vista
Re: Donation to Linda Vista
Date: Mar 22, 2024

Please place the acceptance of the donations totaling $9,500.00 for Linda Vista on the consent calendar for the next board meeting.

The donations are comprised of the following:

$9,500.00 check donations from our Linda Vista PTA to use towards field trips.

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: March 1, 2024

Please place the acceptance of the donations totaling $790.00 for Linda Vista on the consent calendar for the next board meeting.

The donations are comprised of the following:

$640 cash donations from parents for 5th Grade Science Camp
$150.00 money gram donations from parents for 5th Grade Science Camp

Please deposit in donation account: 060 9010 0 5815 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: February 16, 2024

Please place the acceptance of the donations totaling $1,040.00 for Linda Vista on the consent calendar for the next board meeting.

The donations are comprised of the following:

$205.00 cash donations from parents for 5th Grade Science Camp
$835.00 check donations from parents for 5th Grade Science Camp

Please deposit in donation account: 060 9010 0 5815 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

March 21, 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:**
Prasanna Menon	$300.00	School Supplies

Total Amount of Donations: **$300.00**

Sincerely,

Kasturi Basu

Kasturi Basu, Principal

OCALA STEAM Academy

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

Principal - Manuel Villalpando
Vice Principal - Maria Thomas

02/29/24

Dear members of the Board of Trustees:

Please accept a parent cash contribution of $380.00 to Ocala STEAM Academy.

This money should be deposited in the Donations Account of Ocala STEAM Academy.

Sincerely,

Manuel Villalpando
Principal
Ocala STEAM Academy

OCALA STEAM Academy

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

Principal - Manuel Villalpando
Vice Principal - Maria Thomas

03/13/2024

Dear members of the Board of Trustees:

The Blackbaud Giving Fund is donating a check for $350.00 to Ocala STEAM Academy.

This money should be deposited in the Donations Account of Ocala STEAM Academy.

Sincerely,

Manuel Villalpando
Principal
Ocala STEAM Academy

OCALA STEAM Academy

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

Principal - Manuel Villalpando
Vice Principal - Maria Thomas

03/05/2024

Dear members of the Board of Trustees:

Ocala teacher Mr. Leon Norrington received a grant from Philanthropic Ventures Foundation for $492.45 payable to Ocala STEAM Academy.

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

Sincerely,

Manuel Villalpando
Principal
Ocala STEAM Academy

Ryan STEAM Academy

1241 McGinness Ave., San José, CA 95127 *Phone: (408) 928-8650* *Fax: (408) 928-8651*

Date: March 12, 2024

To: Hilaria Bauer, Ph.D., Superintendent

Honorable Board Members

Alum Rock Union Elementary School District

Fr: Clarissa Johnston-Abril, Principal

Ryan STEAM Academy

Re: Donation

Please accept the donation from Westat, an Employee-owned research corporation. The Donation is given to help with materials and supplies for our school in the total amount of $268.00. On behalf of everyone at Ryan STEAM Academy, we extend our sincere gratitude.

Please accept this donation, as submitted.

Thank you in advance for your approval.

Clarissa Johnston-Abril
Principal

Ryan STEAM Academy

1241 McGinness Ave., San José, CA 95127 *Phone: (408) 928-8650* *Fax: (408) 928-8651*

Date: March 08, 2024

To: Imee Almazon Ph.D, Interim Superintendent

Honorable Board Members

Alum Rock Union Elementary School District

Fr: Clarissa Johnston-Abril, Principal

Ryan STEAM Academy

Re: Donation

Please accept the donation from San Francisco Forty Niners foundation. The Donation is given to help with payment for our bussing on a field trip to tour the Levi Stadium, in the total amount of $1096.28. On behalf of everyone at Ryan STEAM Academy, we extend our sincere gratitude.

Please accept this donation, as submitted.

Thank you in advance for your approval.

Clarissa Johnston-Abril
Principal

Ryan STEAM Academy

1241 McGinness Ave., San José, CA 95127 *Phone: (408) 928-8650* *Fax: (408) 928-8651*

Date: March 05, 2024

To: Hilaria Bauer, Ph.D., Superintendent

Honorable Board Members

Alum Rock Union Elementary School District

Fr: Clarissa Johnston-Abril, Principal

Ryan STEAM Academy

Re: Donation

Please accept the donation from The physics show at Foothill college. The Donation is given to help with science education to be used for Science camp. On behalf of everyone at Ryan STEAM Academy, we extend our sincere gratitude.

Please accept this donation, as submitted.

Thank you in advance for your approval.

Clarissa Johnston-Abril
Principal

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

March 19, 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 $589.95 from BAWSI.
The money will be used to reimburse the bus payment for BAWSI girls field trip.

Thank you in advance for your approval.

Sincerely,

Iris Charest

12.03

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: March 26, 2024

Subject: **Approval of Fundraising Activities**

Staff Analysis: The District has received fundraising requests as summarized on the attached sheet dated April 4, 2024.

Recommendation: Staff recommends approval of these fundraising event requests.

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

To the Board of Trustees:

Meeting: April 4, 2024
Regular Board Meeting

Recommend Approval

12.03
Agenda Placement

Imee Almazan, Ed.D., Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: Seconded by:

Approved: _____ Not Approved: _____ Tabled:

Alum Rock Union Elementary School District
April 4, 2024

APPROVAL OF FUNDRAISING ACTIVITY

SCHOOL	FUNDRAISING ACTIVITY	ACTIVITY SPONSOR	DATE
Cassell Elementary	Contributions to the ASB	ASB	03/01/24-06/30/24
George Middle	Yearbook Sales	ASB	03/21/24-06/30/24
Ryan STEAM Academy	Chocolate Sales	ASB	04/12/24-04/30/24
Ryan STEAM Academy	Book Fair Sales	ASB	04/25/24-04/28/24

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Approval:
Contributions to the ASB Account

School Site: Cassell Date: 3/12/24

Purpose for Contributions: Parent and teacher contributions for use for field trips, student incentives , and assemblies.

Proposed Date(s) of Event: 3/1/24- 6/30/24

Contact Person: Alecia Kelley

Student Body Account Number: _____

Status of Event (please check one): ☑ New Event ☐ Held Previously (Years): _____

What procedures will be used to account for contributions received?
receipts, rosters or Tally sheets

Other Background Information (such as other schools or clubs that have held similar events):

ASB Advisor _____ Signature Date: 3/14/24

Student Council Approval Date 3/12/24

Student Council Representative _____ Signature Date: 3/14/24
School Admin (Elementary)

Principal Approval _____ Signature Date: 3/14/24

Reviewed by Business Services: _____ Date: 3/26/24

Board Approval Date: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FUNDRAISING EVENT APPROVAL FORM

Fundraiser #: N/A **(From Financial Plan)**

School Name: Joseph George Middle School Date: EOYMar-June 2024

Description of Event: Type Yerabook Sales Vendor Josten's

Purpose for Event: Ensures the successful production and distribution of yearbooks while fostering a sense of community and school spirit.

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

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

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

Proposed Date(s) of Event: March-June 2024 Time of Event: Ongoing

Contact Person: Melissa Walters

Location of Proposed Activity: JG VAPA Front Office

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

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 3/19/24 Date

Student Council Approval Date: 3/7/24 (Middle Schools must attach minutes)

Student Council Representative: Riley Bravo Signature 03/19/24 Date

Principal Approval: _____ Signature 3/20/24 Date

Reviewed by Business Services: _____ Date: 3/26/2024

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

School Name: Ryan STEAM Academy Date: 03/21/2024

Description of Event: Type World's Finest Chocolates Vendor World's finest chocolates

Purpose for Event: To raise money for 5th gr. science camp.

If selling food what are the items: Chocolate bars Brand and package size: World's finest Chocolate bars

Explain how food is handled/stored prior to or day of event: Candy bars will be stored in the Principals closet.

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

Proposed Date(s) of Event: 04/12/24-04/30/24 Time of Event: off campus only

Contact Person: Vanessa Esquibel

Location of Proposed Activity: off campus only

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

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

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

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

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

ASB Advisor: Bobby Gutierrez 3-21-24
Signature Date

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

Student Council Representative: _____ _____
Signature Date

Principal Approval: _____ 3/21/24
Signature Date

Reviewed by Business Services: Maura Nevis Date: 3/26/2024

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

School Name: Ryan STEAM Academy Date: 03/07/24

Description of Event: Type Book Fair Vendor Scholastic

Purpose for Event: To raise money for incentives for students, field trips, + 5th gr. Science Camp.

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

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

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

Proposed Date(s) of Event: 04/25-04/28/2024 Time of Event: @9:40-3:30p.m

Contact Person: Vanessa Esquibel

Location of Proposed Activity: in classroom #8 @Ryan STEAM Academy

Status of Event (please check one): ☐ New Event ☒ Held previously (years): 2022/2023

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: Bobby Contreras Signature 3-21-24 Date

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

Student Council Representative: _____ Signature _____ Date

Principal Approval: _____ Signature 3/21/24 Date

Reviewed by Business Services: Maria Nuno Date: 3/26/2024

- 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
2930 Gay Avenue, San Jose, CA 95127

12.04

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees:

Date: March 26, 2024

Subject: **Approve Bond Contracts/Extensions**

Staff Analysis: The District has received a summarized list of bond contracts/extensions dates April 4, 2024.

Recommendation: Staff recommends approval of the Bond Contracts/Extensions.

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

To the Board of Trustees:

Meeting: April 4, 2024
Regular Board Meeting

Recommend Approval

12.04
Agenda Placement

Imee Almazan, Ed.D., Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Alum Rock Union Elementary School District
April 4, 2024 Board Meeting

BOND CONTRACTS/EXTENSIONS

CONTRACTOR NAME	DATE OF SERVICE	COST	PURPOSE
Van Pelt Construction Services	04/05/24	$ 138,000.00	Contractor will provide Construction Management Services for HVAC and Roofing upgrades on February 16, 2024; District Office IT Server Room, Superintendent's Office, and Building 100 District Offices.

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Board of Trustees: Date: March 13, 2024

Subject: **Approve Van Pelt Construction Services (VPCS) for Construction Management Services related to HVAC and Roofing Upgrades at the District Office.**

Staff Analysis: The District released RFP No. 2324-Bonds10 for CM Services for HVAC and Roofing upgrades on February 16, 2024. This project will include work in District Office IT Server Room, Superintendent's Office, and building 100 District Offices.

The District received the following three (3) bid/proposals:

Firm Name:	Bid/Proposal Amount:
Van Pelt Construction Services	$138,000
Roebbelen Construciton Management Services	$154,995
JGM	$603,920

Recommendation: Staff recommends the Board of Trustees approve the bid and contract with Van Pelt Construction Services in the amount of $138,000 dollars.

Prepared by: Marc Freitas MF Title: Director of Bonds, Facilities, & Leases

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

To the Board of Trustees: Meeting: April 4, 2024

Recommended Approval

Agenda Placement

Imee Almazan, Ed.D., Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

Project Title	Project Scope	PreCon Monthly Rate	PreCon Months	PreCon Total	Construction Monthly Rate	Construction Months	Construction Total	Closeout Monthly Rate	Closeout Months	Closeout Total
Server Room	Construction Management services for the replacement of HVAC equipment and fire system upgrades to the districts IT Server Room Project. Work expected to begin early summer of 2024 with completion in late summer of 2024.	$4,500	2	$9,000	$8,000	4	$32,000	$2,500	2	$5,000
Superintendent & Reception	Construction Management services for the replacement and modifications to the HVAC system and fire system upgrades for the office of the Superintendent, Reception area and associated rooms and spaces. Work anticipated to begin early summer of 2024 and completed by the end of summer 2024.	$4,500	2	$9,000	$8,000	4	$32,000	$2,500	2	$5,000
Roof	Construction Management services for the replacement and modifications to the existing roof on building 100 of the District Office campus. Work is expected to begin in early summer 2024 and completed by the end of summer 2024.	$4,500	2	$9,000	$8,000	4	$32,000	$2,500	2	$5,000
	SubTotals:	**$13,500**		**$27,000**	**$24,000**		**$96,000**	**$7,500**		**$15,000**
	Total Contract Value:	**$138,000**								

This fee is based upon the infromation available from the RFP, addendum and meeting. Upon gaining further understanding of the project budget and District needs, VPCS can adjust fees accordingly.

Roebbelen Construction Management Services, Inc.
Construction Management Services - Proposed Fee and Staff Schedule

ALUM ROCK UNION SCHOOL DISTRICT
Construction Management Services for HVAC and Roofing Upgrades

March 12, 2024

			2024											Subtotal	
Proposed Fee		$154,995	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Hours	Fee
Contract Value (tentative):		$154,995														
Billed to Date:		$0														
Contract Fee Remaining:		$154,995														
Cost to Complete:		$154,995														
Variance:		$0														
Position Description	Name	Bill Rate														
Director	Victor C. Lopez	$200					8	4							12	2,400
Sr. Project Manager	Julio Hernandez	$180					12	20	23	11					66	11,790
Asst. Construction Manager	Ian Brakey	$150					92	160	184	176	126				738	110,700
Contract Administrator	Allison Hall	$105					2	1	1	1	2				7	735
In-House Support Services	Name															
Constructability	Craig Fernandez	$165					46								46	7,590
Estimating	Steve Connor	$165					46	40							86	14,190
Scheduling	Rich Miller	$165					46								46	7,590
		Labor/Month					252	225	208	188	128				1,000.5	154,995
		Labor Cost/Month					$40,450	$35,105	$31,845	$28,485	$19,110					
		Reimbursable Expenses (NA)					$0	$0	$0	$0	$0					
		Proposed Fee: Cumulative Effect					$40,450	$75,555	$107,400	$135,885	$154,995					

Note: Rates are subject to an annual inflation increase of 3%, beginning January 2025

Fee Proposal

Construction management services for scope identified in Exhibit A and assumption needs identified in Exhibit B of this RFP.

Local Office: Concord, CA

Proposed Main Point of Contact: San Jose, CA

Proposed Hourly Rates

Position Description	Name	Hourly Rates
Director	Victor C. Lopez	$ 200
Sr. Project Manager	Julio Hernandez	$ 180
Asst. Construction Manager	Ian Brakey	$ 150
Contract Administrator	Allison Hall	$ 105
In-House Support Services		
Constructability	Craig Fernandez	$ 165
Estimating	Steve Connor	$ 165
Scheduling	Rich Miller	$ 165

Note: Rates are subject to an annual inflation increase of 3%, beginning January 2025

FEE

ALUM ROCK UNIFIED SCHOOL DISTRICT - CONSTRUCTION MANAGEMENT SERVICES

HVAC & ROOFING UPGRADES

RFQ NO.: 2324-BONDS10

1. Schedule as presented, Is assuming 'Notice to Proceed' is provided prior to April 1, 2024.
2. Hours/per Month subject to change per 'Notice to Proceed' issuance; Fee adjustment may occur.
3. Hours/per Month subject to change per any construction schedule changes; Fee adjustment may occur.
4. Hazardous Material testing may be required before demolition of existing HVAC & Roofing materials. JGM can provide this as an Additional Service. The Total amount below does not include this service.

BASIC SERVICES - CONSTRUCTION MANAGEMENT

2024: Pre-Construction, Bidding, Construction, Post-Construction

POSITION	Billing Rate	Cost Jan	Cost Feb	Cost Mar	Cost Apr	Cost May	Cost Jun	Cost Jul	Cost Aug	Cost	Cost	Cost	Cost	
Hrs/per Month					80	120	152	176	176					
JGM - Senior Construction Manager	$ 220.00				$ 17,600.00	$ 26,400.00	$ 33,440.00	$ 38,720.00	$ 38,720.00					$ 154,880.00
Hrs/per Month					140	140	152	176	176					
JGM - Construction Manager	$ 205.00				$ 28,700.00	$ 28,700.00	$ 31,160.00	$ 36,080.00	$ 36,080.00					$ 160,720.00
Hrs/per Month					168	176	152	176	176					
JGM - Project Engineer 1	$ 170.00				$ 28,560.00	$ 29,920.00	$ 25,840.00	$ 29,920.00	$ 29,920.00					$ 144,160.00
JGM - Project Engineer 2	$ 170.00				$ 28,560.00	$ 29,920.00	$ 25,840.00	$ 29,920.00	$ 29,920.00					$ 144,160.00
SUB-TOTAL					$ 103,420.00	$ 114,940.00	$ 116,280.00	$ 134,640.00	$ 134,640.00					$ 603,920.00

TOTAL - (Not to Exceed) **$ 603,920.00**

12.05

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

Board of Trustees: Date: March 27, 2024

To the Superintendent of Schools

Subject: **Notice of Completion and Change Orders for Project No. 10.1-William Sheppard MS, Project No. 10.2-Ben Painter ES, and Project No. 10.3-LUCHA ES.; Fencing Projects - Cal West Fence, Inc.**

Staff Analysis: Construction service work for the projects listed below have been completed by Cal West Fence, Inc. The installation of the fences was in accordance with contract terms and agreements accepted by the District on February 05, 2024. Notice of Completion being submitted for consideration.

William Sheppard Middle School - Change Order #01: $2,600.00
Irrigation lines obstructed installation of fence posts. Contractor re-routed 40 sections of irrigation at post.

Ben Painter Elementary School - Change Order #01: ($400.00)
Credit for single gate instead of double gate located at main pedestrian entrance.

L.U.C.H.A. Elementary School - Change Order #01: $4,396.00
Contractor installed a 20' double drive gate in lieu of pedestrian per owner's request. Irrigation lines obstructed installation of fence posts. Contractor re-routed 32 sections of irrigation at post.

Item	Cost	New Contract Amount
Project No. 10.1- Original Agreement	$59,921.00	N/A
Project No. 10.1- Change Order #1	$2,600.00	$62,521.00
Project No. 10.2- Original Agreement	$58,605.00	N/A
Project No. 10.2- Change Order #1	($400.00)	$58,205.00
Project No. 10.3- Original Agreement	$49,605.00	N/A
Project No. 10.1- Change Order #1	$4,396.00	$54,001.00

Recommendation: Staff recommends the Board of Trustees approve the recording for the Notice of Completion associated with Project No. 10.1-William Sheppard MS, Project No. 10.2-Ben Painter ES, and Project No. 10.3-LUCHA ES., Fencing Projects.

Prepared by: Marc Feitas MF Title: Director of Facilities, Bonds, & Leases

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

To the Board of Trustees: Meeting: April 4, 2024
Regular Board Meeting

Recommended Approval
12.05
Agenda Placement

Imee Almazan, Ed.D., Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

RECORDED REQUESTED BY

Imee Almazan, Ed.D.,
Interim Superintendent
Alum Rock Union School District
2930 Gay Avenue
San Jose, CA. 95127

AND WHEN RECORDED MAIL TO:

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

RECORDED WITHOUT FEE PER G.C.27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

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

1. The undersigned is an agent of the owner of the estate or interest stated below.
2. The name of the Owner is Alum Rock Union School District.
3. The address of the Owner is 2930 Gay Avenue, San Jose, CA 95127.
4. The nature of the estate or interest is in fee.
5. A work of improvement on the property hereinafter described was completed 02/05/24
6. The work done was Project #10.1, #10.2 & #10.3 Small Projects –William Sheppard MS; Ben Painter ES; LUCHA ES; Fence Projects
7. The contractor for such work of improvement was Cal West Fence Inc.,12505 Sycamore Avenue, San Martin, CA. 95046
8. The date of contract between the above-contractor and Owner is 11/09/23.
9. The property on which said work of improvement was completed in Santa Clara County, State of California. The street address of said property is:
    a) Ben Painter Elementary School
    500 Rough and Ready Rd., San Jose, CA 95133
    b) LUCHA Elementary School
    1711 E. San Antonio St., San Jose, CA 95116
    c) William Sheppard Middle School
    480 Rough and Ready Rd., San Jose, CA 95133

Dated:_____

_____
Kolvira Chheng, Assistant Superintendent Business Services

VERIFICATION

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

Dated:_____ at San Jose, California

_____
Imee Almazan, Ed.D.,
Interim Superintendent, Alum Rock Union Schol District

12.06

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: **April 4, 2024**

Subject: **Approve Out of State Travel, Educator Job Fair, Howard University, Washington DC, Cesar Torrico, Irma Barahona, Vanessa Le, Veronica Talton, Sandra Rivera. Estimated Cost $7,630.**

Staff Analysis: The Human Resources Department to strengthen our recruitment efforts by including Historically Black Colleges and Universities (HBCU's) in order to find the best-qualified candidates and to diversify our teacher workforce to include more African-American Educators.

Recommendation: Staff recommends the Board of Trustees approval of out-of-state travel for The Howard University Educator Job Fair.

Submitted by: Cesar Torrico Title: Asst. Superintendent, Human Resources

Approved by: Cesar Torrico CT Title: Asst. Superintendent, Human Resources

To the Board of Trustees:

Recommend Approval

12.06
Agenda Placement

Meeting: April 4, 2024
Regular Board Meeting

Assistant Superintendent, Human Resources

DISPOSITION BY BOARD OF TRUSTEES

Motion by:_____ Seconded by:_____

Approved: _____ Not Approved: _____ Tabled:_____

[CLICK HERE] for the Travel Approval Tutorial/Quick Guide

Ref#: 0001065

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

TRAVEL APPROVAL FORM
Attach Supporting Documents

Date of Request: 03/18/2024 Travel Type: Conference/Workshop Out of State? Yes

1. Program Manager / Principal Signature: George Kleidon Dept. / School Site: DEPT - Human Resources
2. Title of Conference / Meeting: Howard University's School of Education: Educator Job Fair
3. Location: 2397 6th Street Northwest City/State Washington, DC 20059
4. Purpose: Educator Job Fair
5. Date (s) of Conference / Meetings: April 10, 2024
6. Departure Date / Time: 04/09/2024 7:00 AM Return Date / Time: 04/11/2024 8:00 PM
7. District Office Supervisor Approval: _____ Date _____
8. Human Resources:

Names(s) of Employees Attending	Sub? Yes No	Bilingual Yes No	Sub Request? (Name)	Job Number
Cesar Torrico	No	N/A		00000
Irma Barahona	No	N/A		
Vanessa Le	No			
Sandra Rivera	No			

FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SB-OB 00	GOAL XXXX	FCTN XXXX	CST-CTR XXXXXX	LOC XXX	PROG XXXX
000	0000	0	0000	00	0000	0000	000000	000	0000

Human Resources Dept. Approval: Yes George Kleidon 03/18/2024
Human Resources Approval Date

Substitute: ☐ Available ☐ Unavailable ☐ No Sub Needed Sub. Assignment Asst. Approval: AS 03/19/2024

9. Section below must be COMPLETED (Enter $0 if N/A)

Cost Description	Total Estimated Costs	Description
Transportation	$ 2884	Four round-trip flights
Registration	875	$650 + 3 extra representatives x $75
Lodging	2821	Four rooms x 2 nights
Meals	800	5 people (Lunch x 2, Dinner x 2, Breakfast x 2)
Shuttle / Parking	250	Estimated ride-share cost
Other	0	
Total	$ 7,630.00	
Attach Conference/Workshop/Meeting Information, Registration Form(s), Quote(s) I have attached		

10. Account code

FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SB-OB 00	GOAL XXXX	FCTN XXXX	CST-CTR XXXXXX	LOC XXX	PROG XXXX
010	0000	0	5200	00	0000	7200	000000	600	5010
		0		00					

11. Regina Cardenas 03/19/2024
Accountant Approval

Superintendent Approval for All Out of State Travel

Purchasing Approval

Board Meeting Date:

1. This form must be completed and submitted at least 60 days prior to the proposed trip.
2. All approvals must be obtained BEFORE travel arrangements are made and requisition is entered.
3. For questions, please contact Purchasing at x6845 or purchasing@arusd.org.

12. Additional Attendees:

Names(s) of Employees Attending	Sub? Yes No	Bilingual Yes No	Sub Request? (Name)	Job Number
Veronica Talton	No	No		

Comments

Missy Preiksa <melissa.preiksa@arusd.org>

RE: HOWARD TRAVEL - 4/9/24

helen@letstravelvacations.com <helen@letstravelvacations.com> Tue, Mar 12, 2024 at 12:20 PM
To: Missy Preiksa <melissa.preiksa@arusd.org>
Cc: LeRoy Daleen <leroy@letstravelvacations.com>

Hi Missy,

As you may know, prices are subject to change, and they have…

Cesar Torrico & Sandra Rivera - $477.96 each

April 9, 2024

Depart San Jose 6:45am

Arrive Chicago Midway 12:50pm

Depart Chicago Midway 2:30pm

Arrive Washington Reagan 5:20pm

April 11, 2024

Depart Washington Reagan 6:55am

Arrive Chicago Midway 8:00am

Depart Chicago Midway 9:35am

Arrive San Jose 12:15pm

Irma Barahona - $583.97 & Vanessa Le - $610.96 (Irma got the last lower fare on that flight)

April 9, 2024

Depart San Jose 6:45am

Arrive Chicago Midway 12:50pm

Depart Chicago Midway 2:30pm

Arrive Washington Reagan 5:20pm

April 12, 2024

Depart Washington Reagan 6:55am

Arrive Chicago Midway 8:00am

Depart Chicago Midway 9:35am

Arrive San Jose 12:15pm

Veronica Talton – 2 price options (see below)

April 9, 2024

Depart San Jose 6:45am

Arrive Chicago Midway 12:50pm

Depart Chicago Midway 2:30pm

Arrive Washington Reagan 5:20pm

April 13, 2024

Depart Washington Reagan 12:15pm

Arrive St. Louis 1:25pm

Depart St. Louis 3:40pm

Arrive San Jose 6:00pm

Rate for this return is $663.96

OR…if she returns from Washington Dulles…

Depart Washington Dulles 3:35pm

Arrive Phoenix 5:35pm

Depart Phoenix 7:05pm

Arrive San Jose 9:00pm

Rate with this return is $554.96

Please let me know if you have any questions. Of course, the PO total is higher than originally estimated.

Helen Baldovinos

Let's Travel

408.972.0770 / 800.383.9648

****WE HAVE MOVED! AS OF JUNE 15, 2023, OUR NEW LOCATION IS 5710 CAHALAN AVE. STE 7B, SAN JOSE, CA. 95123***

Follow us on Facebook:

https://www.facebook.com/letstravel.vacations

Missy Preiksa <melissa.preiksa@arusd.org>

RE: HOWARD TRAVEL - 4/9/24

helen@letstravelvacations.com <helen@letstravelvacations.com> Tue, Mar 12, 2024 at 2:18 PM
To: Missy Preiksa <melissa.preiksa@arusd.org>

Currently the Normandy is your best bet. The Cambria only has suites left at $1150.

The Normandy – 1 King $640 / 2 double beds - $660

I'll hold them so we don't lose them while you check with the travelers.

Helen Baldovinos

Let's Travel

408.972.0770 / 800.383.9648

****WE HAVE MOVED! AS OF JUNE 15, 2023, OUR NEW LOCATION IS 5710 CAHALAN AVE. STE 7B, SAN JOSE, CA. 95123***

Follow us on Facebook:

https://www.facebook.com/letstravel.vacations

From: Missy Preiksa <melissa.preiksa@arusd.org>
Sent: Tuesday, March 12, 2024 2:05 PM
To: helen@letstravelvacations.com
Subject: Re: HOWARD TRAVEL - 4/9/24

Yikes, I figured things would change if we didn't jump on it...
Can you check availability at the Normandy, and the Cambria?

INVOICE

Howard University

School of Education

Howard University School of Education
Office of Teacher Education
2441 Fourth Street, NW
Washington, DC 20059
(202) 805 – 6644

DATE March 11, 2024
INVOICE #52
FOR: 2024 Educator Job Fair

Capital City Public Charter School
100 Peabody St. NW
Washington, D.C. 20011

DESCRIPTION	AMOUNT
Registration Fee for 2024 Job Fair for Educators – April 10, 2024	$875.00

12.07

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date:

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.

Approved by: Minh Tang M.T. Title: Procurement Manager

To the Board of Trustees: Meeting: April 4, 2024
Regular Board Meeting

Recommend Approval

12.07
Agenda Placement

Assistant Superintendent, Department of Business Services

DISPOSITION BY BOARD OF TRUSTEES

Motion by:_____ Seconded by:_____

Approved: _____ Not Approved: _____ Tabled:_____

Alum Rock Union Elementary School District
April 4, 2024 Board Meeting

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

SCHOOL/ DEPARTMENT	DATE OF SERVICE	CONSULTANT NAME	COST	PURPOSE
Business Services Kolvira Chheng	05/01/24-06/30/25	Crowe LLP	$82,700.00 NTE	Yearly audit and reporting on Alum Rock Union School District's Financial Statements for the year ending June 2025. Funding: General
Business Services Kolvira Chheng	05/01/24-06/30/25	Crowe LLP	$32,500.00 NTE	Yearly audit and reporting on financial statements of Alum Rock Union School District's Bond Program for Measure J and Measure I for the year ending June 2025. Funding: Restricted
State and Federal Sandra Garcia	04/05/24-07/31/24	Athletes Global Corporation	$66,825.00	AGC will provide multi sports and digital arts animation enrichment classes for up to 80 students (rising 5th-7th grade) in ARUSD summer programs June 17, 2025-July 24,2024 – Joseph George and Ocala Middle School. Funding: Restricted
State and Federal Sandra Garcia	04/08/24-04/12/24	CMT San Jose	$7,520.00	CMT San Jose is welcoming up to 48 students to its Creative Arts Center on April 8-12, 2024 from 9am-3pm. The students will engage in a 4-day camp offering classes in Voice, Acting, Dance and Improv. On day 5 the students will travel to Montgomery Theater to enjoy CMT's Marquee production School of Rock. Funding: Restricted

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

State and Federal Sandra Garcia	06/17/24- 7/24/24	Envisioneers	$75,442.72	Envisioneers will provide an in-person summer program for up to 80 students across two sites (Sheppard and Ocala) up to 8 hours a day during June 17 – July 24, 2024. The program will support student development of social emotional skills and engage students through hands-on STEAM and SEL based activities. Funding: Restricted
State and Federal Sandra Garcia	04/05/24- 07/24 /24	Think Together	$99,725.00	Think Together will partner with SV Creates to provide ARUSD with enrichment-accelerator services for up to 240 students across two sites (Linda Vista and Hubbard). The program will provide three immersive on-site sessions per week during Summer- June 17- July 24, 2024 Funding: Restricted
Student Services Dr. Imee Almazan	04/04/24- 06/30/24	Early College Outreach Program	No Cost	Master Service Contract: Early College Outreach Program will provide parent engagement in various educational programs such as ESL and technology classes for parents for any ARUSD school wanting to participate. The goal is to help low-income first-generation students and families prepare for college admissions.
Student Services Dr. Imee Almazan	05/18/24- 05/18/24	Rancho del Pueblo Golf course & Driving Range	$3,000.00	Alum Rock School District will be hosting Parent University at Rancho del Pueblo Golf. Activities will include golf and life skill activities conducted by First Tree Silicon Valley. Funding: General

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

Technology Brett Littrell	08/11/23- 06/30/24	Yondr Inc.	$3,010.00	Contract Extension: CO 247138, Board approved August 10, 2023. Original Contract amount $760.00 New contract amount $3,010.00. Yondr provides school site visits at Renaissance I and Sheppard MS to train staff on the use of Yondr pouches and the control of personal cellphone devices. Funding: Restricted

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: BUSINESS OFFICE Contract No.: _____ Vendor No.: 021155

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

- [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: Crowe LLP

Address: 400 Capitol Mall Suite #1400 City: Sacramento State: CA Zip: 95814

Phone: ( ) Email: Charles.Raibley@crowe.com

SSN: _____ Fed I.D. #: _____

CONTRACT TERM: start dates May 1, 2024 end date June 30, 2025

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

Yearly Audit and Reporting on the Financial Statements of Alum Rock School District for the Fiscal Year Ending June 30, 2024.

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.

____ b. **Other:** $NTE $82,700.00

Describe other related costs: _____

BUDGET CODE: 010-0000-0-5812-00-0000-7100-000000-700-7100 3/25/24 Accountant Initials

(1/2 23/24; 1/2 24/25) _____ Accountant Initials
$41,350 $41,350

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: _____

Director of Fiscal Services: _____ Date: 3/27/24

Asst. Supt., of Business Services: _____ Date: 3/27/24

Superintendent: _____ Date: _____

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Crowe LLP
Independent Member Crowe Global

400 Capitol Mall, Suite 1400
Sacramento, CA 95814-4498
Tel +1 916 441 1000
Fax +1 916 441 1110
www.crowe.com

February 28, 2024

Mr. Kolvira Chheng
Assistant Superintendent of Business Services
Alum Rock Union Elementary School District
2930 Gay Avenue
San Jose, California 95127-2322

Dear Mr. Chheng:

This letter confirms the arrangements for Crowe LLP ("Crowe" or "us" or "we" or "our") to provide the professional services discussed in this letter to Alum Rock Union Elementary School District ("you", "your" or "Client"). The attached Crowe Engagement Terms, and any other attachments thereto, are integral parts of this letter, and such terms are incorporated herein.

AUDIT SERVICES

Our Responsibilities

We will audit and report on the financial statements of the Client for the year ending June 30, 2024.

We will audit and report on the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements of the Client for the period(s) indicated.

In addition to our report on the financial statements, we plan to evaluate the presentation of the following supplementary information in relation to the financial statements as a whole, and to report on whether this supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

- Combining and Individual Fund Financial Statements and Schedules
- Organization
- Schedule of Average Daily Attendance
- Schedule of Instructional Time
- Schedule of Expenditures of Federal Awards
- Reconciliation of Unaudited Financial Report with Audited Financial Statements
- Schedule of Charter Schools

In addition to our report on the financial statements, we also plan to perform specified procedures in order to describe in our report whether the following required supplementary information is presented in accordance with applicable guidelines. However, we will not express an opinion or provide any assurance on this information due to our limited procedures.

- Management's Discussion and Analysis

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- Budgetary Comparison Schedules
- Schedule of the Client's Proportionate Share of the Net Pension Liability
- Schedule of Contributions

The document will also include the following additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements, and for which our auditor's report will disclaim an opinion:

- Schedule of Financial Trends and Analysis – Unaudited

The objective of the audit is the expression of an opinion on the financial statements. We will plan and perform the audit in accordance with auditing standards generally accepted in the United States of America, the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards require that we obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement whether caused by error or fraud, and that we report on the Schedule of Expenditures of Federal Awards (as noted above), and on your compliance with laws and regulations and on its internal controls as required for a Single Audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal programs as a whole. Because of inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with applicable standards. An audit is not designed to detect error or fraud that is immaterial to the financial statements.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment including the assessment of the risks that the financial statements could be misstated by an amount that we believe would influence the judgment made by a reasonable user of these financial statements. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. As required by the standards, we will maintain professional skepticism throughout the audit.

In making our risk assessments, we obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the Client's internal control. However, we will communicate in writing to those charged with governance and management concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. We will communicate to management other deficiencies in internal control identified during the audit that have not been communicated to management by other parties and that, in our professional judgment, are of sufficient importance to merit management's attention. We will also communicate certain matters related to the conduct of the audit to those charged with governance, including (1) fraud involving senior management, and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements, (2) illegal acts that come to our attention (unless they are clearly inconsequential) (3) disagreements with management and other significant difficulties encountered in performing the audit and (4) various matters related to the Client's accounting policies and financial statements. Our engagement is not designed to address legal or regulatory matters, which matters should be discussed by you with your legal counsel.

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As part of our audit, we will conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Client's ability to continue as a going concern for a reasonable period of time.

We expect to issue a written report upon completion of our audit of the Client's financial statements. Our report will be addressed to the Board of Trustees of the Client. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis of matter or other matter paragraph, or withdraw from the engagement.

In addition to our report on the financial statements and supplemental information, we plan to issue the following reports:

- Independent Auditor's Report on Compliance with State Laws and Regulations – The purpose of this report on compliance is solely to describe the scope of our testing of compliance with State Laws and Regulations, and the results of that testing, based on the requirements of the State of California's Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting. Accordingly, this report is not suitable for any other purpose.

- Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* — The purpose of this report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Client's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

- Independent Auditor's Report on Compliance for Each Major Federal Program and Report on Internal Control Over Compliance -- The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

We will also perform tests of controls including testing underlying transactions, as required by the Uniform Guidance, to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of your major federal awards programs. We will determine major programs in accordance with the Uniform Guidance. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed. We will inform you of any non-reportable conditions or other matters involving internal control, if any, as required by the Uniform Guidance.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will also perform tests of your compliance with applicable laws, regulations, contracts and grants. However, because of the concept of reasonable assurance and because we will not perform a detailed examination of all transactions, there is a risk that material errors, irregularities, or illegal acts, including fraud or defalcations, may exist and not be detected by us. However, the objective of our audit of compliance relative to the financial statements will not be to provide an opinion on overall compliance with such provisions, and we will not express such an opinion. We will advise you, however, of any matters of that nature that come to our attention, unless they are clearly inconsequential.

The Uniform Guidance requires that we plan and perform the audit to obtain reasonable assurance about whether you have complied with certain provisions of laws, regulations, contracts and grants. Our procedures will consist of the applicable procedures described in the United States Office of Management and Budget (OMB) Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of your major programs. The purpose of our audit will be to express an

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opinion on your compliance with requirements applicable to major Federal award programs. Because an audit is designed to provide reasonable assurance, but not absolute assurance, the audit is not designed to detect immaterial violations or instances of noncompliance.

Our audit and work product are intended for the benefit and use of the Client only. The audit will not be planned or conducted in contemplation of reliance by any other party or with respect to any specific transaction and is not intended to benefit or influence any other party. Therefore, items of possible interest to a third party may not be specifically addressed or matters may exist that could be assessed differently by a third party.

The working papers for this engagement are the property of Crowe and constitute confidential information.

However, we may be requested to make certain working papers available to your oversight agency or grantors pursuant to authority given to them by law, regulation, or contract. If requested, access to such working papers will be provided under the supervision of our personnel. Furthermore, upon request, we may provide photocopies of selected working papers to your oversight agency or grantors. The working papers for this engagement will be retained for a minimum of three years after the date our report is issued or for any additional period requested by the oversight agency or pass-through entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the working papers.

Government Auditing Standards require that we provide you with a copy of our most recent peer review report, which accompanies this letter.

The Client's Responsibilities

The Client's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America. Management is also responsible for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error or fraud.

The Client's management is also responsible for complying with applicable laws, regulations, contracts and grants and such responsibility extends to identifying the requirements and designing internal control policies and procedures to provide reasonable assurance that compliance is achieved. Management has the responsibility to make Crowe aware of significant contractor relationships in which the contractor is responsible for program compliance. Client's management is responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that the auditor reports. Additionally, it is management's responsibility to follow up and take corrective action on reported audit findings, to establish and maintain a process for tracking the status of findings and recommendations, and to prepare a summary schedule of prior audit findings, which should be available for our review, and a corrective action plan.

Management has the responsibility to adopt sound accounting policies, maintain an adequate and efficient accounting system, to safeguard assets, and to design and implement programs and controls to prevent and detect fraud. Management's judgments are typically based on its knowledge and experience about past and current events and its expected courses of action. Management's responsibility for financial reporting includes establishing a process to prepare the accounting estimates included in the financial statements and to devise policies to ensure that the Client complies with applicable laws and regulations.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Client's ability to continue as a going concern for one year from the date the Financial Statements are available to be issued.

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Management is responsible for providing to us, on a timely basis, all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters. Management is also responsible for providing such other additional information we may request for the purpose of the audit, and unrestricted access to persons within the Client from whom we determine it necessary to obtain audit evidence. Additionally, those charged with governance are responsible for informing us of their views about the risks of fraud within the Client, and their knowledge of any fraud or suspected fraud affecting the Client.

Management is responsible for adjusting the financial statements to correct material misstatements related to accounts or disclosures. As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit, including that the effects of any uncorrected misstatements aggregated by us during the audit are immaterial, both individually and in the aggregate, to the financial statements, and to the Client's compliance with the requirements of its Federal programs. Management acknowledges the importance of management's representations and responses to our inquiries, and that they will be utilized as part of the evidential matter we will rely on in forming our opinion. Because of the importance of such information to our engagement, you agree to waive any claim against Crowe and its personnel for any liability and costs relating to or arising from any inaccuracy or incompleteness of information provided to us for purposes of this engagement.

Management is responsible for the preparation of the supplementary information identified above in accordance with the applicable criteria. As part of our audit process, we will request from management certain written representations regarding management's responsibilities in relation to the supplementary information presented, including but not limited to its fair presentation in accordance with the applicable criteria, the method of measurement and presentation and any significant assumptions or interpretations underlying the supplementary information. In addition, it is management's responsibility to include the auditor's report on supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information. It is also management's responsibility to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by Client of the supplementary information and the auditor's report thereon.

Management is responsible for the preparation of the required supplementary information identified above in accordance with the applicable guidelines. We will request from management certain written representations regarding management's responsibilities in relation to the required supplementary information presented, including but not limited to whether it has been measured and presented in accordance with prescribed guidelines, the method of measurement and presentation and any significant assumptions or interpretations underlying the supplementary information.

At the conclusion of the engagement, it is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the designated federal clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of thirty days after receipt of the auditor's reports or nine months after the end of the audit period.

Management is responsible for report distribution responsibilities, including determining which officials or organizations will receive the report and making the report available to the public as applicable when the audit organization is responsible for report distribution.

OTHER SERVICES

Financial Statement Preparation

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The Client will provide us with the necessary information to assist in the preparation of the draft financial statements including the notes thereto. We are relying on the Client to provide us with the detailed trial balance, note disclosure information and any other relevant report information in a timely fashion and ensure the data is complete and accurate. Management is solely responsible for the presentation of the financial statements.

Preparation of the Schedule of Expenditure of Federal Awards

The Client will provide us with the necessary information to prepare the draft schedule of expenditure of federal awards including the notes thereto. We are relying on the Client to provide us with all information required by the Uniform Guidance for the schedule, notes and other relevant reporting information in a timely fashion and ensure the data is complete and accurate. Management is solely responsible for the presentation of the schedule of expenditures of federal awards.

Recordkeeping Assistance

The Client will provide us with the necessary information to assist you in your recordkeeping. We will propose year end adjusting entries to management for your review and approval, including cash to accrual conversion entries. We are relying on the Client to provide us with the necessary information in a timely fashion and ensure the data is complete and accurate.

Data Collection Form input services

We will provide assistance in completing sections of the Data Collection Form (DCF) relative to its federal award programs pursuant to the requirements of Section §200.512 of the Uniform Guidance that are promulgated to be completed by the Client. While we may provide this data entry service and assist you in satisfying your electronic data communication requirements to the Federal Audit Clearinghouse, the completeness and accuracy of this information remains the responsibility of your management.

With respect to the above other services, we will perform the services in accordance with applicable professional standards. We, in our sole professional judgment, reserve the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities. In connection with performing the above other services, you agree to: assume all management responsibilities including making all management decisions; oversee the service by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience; evaluate the adequacy and results of the services performed; and accept responsibility for the results of the services.

BOND OFFERINGS

With respect to any official statements issued by the Client with which Crowe is not involved, the official statement should indicate that the auditor is not involved with the contents of such official statement. The disclosure should read as:

"Crowe, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Crowe also has not performed any procedures relating to this official statement."

In delivering services to Client, Crowe may use subsidiaries owned and controlled by Crowe within and outside the United States. Crowe subsidiaries are subject to the same information security policies and requirements as Crowe LLP and will meet the requirements set forth in the confidentiality and data protection provisions of this Agreement.

FEES

Our fees, exclusive of out-of-pocket expenses, are outlined below.

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Description of Services	Fee Amount
Audit of Alum Rock Union Elementary School District for the year ending June 30, 2024	$82,700

The above fee assumes no more than three federal programs will be subject to testing in the period ended June 30, 2024. Each additional program requiring testing above the number of programs tested in the preceding fiscal year will be billed at $6,500 per program. We will invoice you as our services are rendered.

To offset various overhead expenses associated with providing professional services that are not directly invoiced, a business services fee will be billed at 5% of total invoiced fees and expenses prior to tax. The business services fee reflects our estimate of costs including but not limited to technology, data security, administrative support, processing support, and other related support on this engagement.

Our invoices are due and payable upon receipt. Invoices that are not paid within 30 days of receipt are subject to a monthly interest charge of one percent per month or the highest interest rate allowed by law, whichever is less, which we may elect to waive at our sole discretion, plus costs of collection including reasonable attorneys' fees. If any amounts invoiced remain unpaid 30 days after the invoice date, you agree that Crowe may, in its sole discretion, cease work until all such amounts are paid or terminate this engagement.

The fees outlined above are based on certain assumptions. Those assumptions may be incorrect due to incomplete or inaccurate information provided, or circumstances may arise under which we must perform additional work, which in either case will require additional billings for our services. Examples of such circumstances include, but are not limited to:

- Changing service requirements
- New professional standards or regulatory requirements
- New financial statement disclosures
- Work caused due to the identification of, and management's correction of, inappropriate application of accounting pronouncements
- Erroneous or incomplete accounting records
- Evidence of material weakness or significant deficiencies in internal controls
- Substantial increases in the number of significant deficiencies in internal controls
- Regulatory examination matters
- Change in your organizational structure or size due to merger and acquisition activity or other events
- Change in your controls
- New or unusual transactions
- Agreed-upon level of preparation and assistance from your personnel not provided
- Numerous revisions to your information
- Lack of availability of appropriate Client personnel during fieldwork.
- Additional audit procedures relating to the impact of COVID-19 on Client or additional regulatory requirements relating thereto.

Additionally, to accommodate requests to reschedule fieldwork without reasonable notice, additional billings for our services could be required, and our assigned staffing and ability to meet agreed upon deadlines could be impacted.

Due to such potential changes in circumstance, we reserve the right to revise our fees. However, if such a change in circumstances arises or if some other significant change occurs that causes our fees to exceed our estimate, we will advise management.

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Our fees are exclusive of taxes or similar charges, as well as customs, duties or tariffs, imposed in respect of the Services, any work product or any license, all of which Client agrees to pay if applicable or if they become applicable (other than taxes imposed on Crowe's income generally), without deduction from any fees or expenses invoiced to Client by Crowe.

The Client and Crowe agree that the Client may periodically request Crowe to provide additional services for accounting and reporting advice regarding completed transactions and potential or proposed transactions. The fees for such additional services will be based on Crowe's hourly billing rates plus expenses or as mutually agreed upon between the Client and Crowe.

To facilitate Crowe's presence at Client's premises, Client will provide Crowe with internet access while on Client's premises. Crowe will access the internet using a secure virtual private network. Crowe will be responsible for all internet activity performed by its personnel while on Client's premises. In the event Client does not provide Crowe with internet access while on Client's premises, Client will reimburse Crowe for the cost of internet access through other means while on Client's site.

MISCELLANEOUS

For purposes of this Miscellaneous section, the Acceptance section below, and all of the Crowe Engagement Terms, "Client" will mean the entity(ies) defined in the first paragraph of this letter and will also include all related parents, subsidiaries, and affiliates of Client who may receive or claim reliance upon any Crowe deliverable.

Crowe will provide the services to Client under this Agreement as an independent contractor and not as Client's partner, agent, employee, or joint venturer under this Agreement. Neither Crowe nor Client will have any right, power or authority to bind the other party.

This engagement letter agreement (the "Agreement") reflects the entire agreement between the parties relating to the services (or any reports, deliverables or other work product) covered by this Agreement. The engagement letter and any attachments (including without limitation the attached Crowe Engagement Terms) are to be construed as a single document, with the provisions of each section applicable throughout. This Agreement may not be amended or varied except by a written document signed by each party. No provision of this Agreement will be deemed waived, unless such waiver will be in writing and signed by the party against which the waiver is sought to be enforced. It replaces and supersedes any other proposals, correspondence, agreements and understandings, whether written or oral, relating to the services covered by this letter, and each party agrees that in entering this Agreement, it has not relied on any oral or written representations, statements or other information not contained in or incorporated into this Agreement. Any non-disclosure or other confidentiality agreement is replaced and superseded by this Agreement. Each party shall remain obligated to the other party under all provisions of this Agreement that expressly or by their nature extend beyond and survive the expiration or termination of this Agreement. If any provision (in whole or in part) of this Agreement is found unenforceable or invalid, this will not affect the remainder of the provision or any other provisions in this Agreement, all of which will continue in effect as if the stricken portion had not been included. This Agreement may be executed in two or more actual, scanned, emailed, or electronically copied counterparts, each and all of which together are one and the same instrument. Accurate transmitted copies (transmitted copies are reproduced documents that are sent via mail, delivery, scanning, email, photocopy, facsimile or other process) of the executed Agreement or signature pages only (whether handwritten or electronic signature), will be considered and accepted by each party as documents equivalent to original documents and will be deemed valid, binding and enforceable by and against all parties. This Agreement, including any dispute arising out of or related to this Agreement and the parties' relationship generally, will be governed and construed in accordance with the laws of the State of Illinois applicable to agreements made and wholly performed in that state, without giving effect to its conflict of laws rules to the extent those rules would require applying another jurisdiction's laws.

* * * * *

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We are pleased to have this opportunity to serve you, and we look forward to a continuing relationship. If the terms of this Agreement and the attached Crowe Engagement Terms are acceptable to you, please sign below and return one copy of this letter at your earliest convenience. Please contact us with any questions or concerns.

(Signature Page Follows)

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ACCEPTANCE

I have reviewed the arrangements outlined above and in the attached "Crowe Engagement Terms," and I accept on behalf of the Client the terms and conditions as stated. By signing below, I represent and warrant that I am authorized by Client to accept the terms and conditions as stated.

IN WITNESS WHEREOF, Client and Crowe have duly executed this Agreement effective the date first written above.

Crowe LLP and the Engagement Authorized Signer below are licensed or otherwise authorized by the California Board of Accountancy.

Alum Rock Union Elementary School District	Crowe LLP
DocuSigned by: BD62E9DE138B416...	DocuSigned by: 183831089C9247F...
Signature	Signature
Kolvira Chheng	Jennifer Aras
Printed Name	Printed Name
Asst. Supt., Bus. Svcs.	Partner
Title	Title
February 29, 2024	February 28, 2024
Date	Date

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Crowe Engagement Terms

Crowe wants Client to understand the terms under which Crowe provides its services to Client and the basis under which Crowe determines its fees. These terms are part of the Agreement and apply to all services described in the Agreement as well as all other services provided to Client (collectively, the "Services"), unless and until a separate written agreement is executed by the parties for separate services. Any advice provided by Crowe is not intended to be, and is not, investment advice.

CLIENT'S ASSISTANCE – For Crowe to provide Services effectively and efficiently, Client agrees to provide Crowe timely with information requested and to make available to Crowe any personnel, systems, premises, records, or other information as reasonably requested by Crowe to perform the Services. Access to such personnel and information are key elements for Crowe's successful completion of Services and determination of fees. If for any reason this does not occur, a revised fee to reflect additional time or resources required by Crowe will be mutually agreed. Client agrees Crowe will have no responsibility for any delays related to a delay in providing such information to Crowe. Such information will be accurate and complete, and Client will inform Crowe of all significant tax, accounting and financial reporting matters of which Client is aware.

PROFESSIONAL STANDARDS – As a regulated professional services firm, Crowe must follow professional standards when applicable, including the Code of Professional Conduct of the American Institute of Certified Public Accountants ("AICPA"). Thus, if circumstances arise that, in Crowe's professional judgment, prevent it from completing the engagement, Crowe retains the right to take any course of action permitted by professional standards, including declining to express an opinion or issue other work product or terminating the engagement.

REPORTS – Any information, advice, recommendations or other content of any memoranda, reports, deliverables, work product, presentations, or other communications Crowe provides under this Agreement ("Reports"), other than Client's original information, are for Client's internal use only, consistent with the purpose of the Services. Client will not rely on any draft Report. Unless required by an audit or other attestation professional standard, Crowe will not be required to update any final Report for circumstances of which we become aware or events occurring after delivery.

CONFIDENTIALITY – Except as otherwise permitted by this Agreement or as agreed in writing, neither Crowe nor Client may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Client use of any Crowe work product will be limited to its stated purpose and to Client business use only. However, Client and Crowe each agree that either party may disclose such information to the extent that it: (i) is or becomes public other than through a breach of this Agreement, (ii) is subsequently received by the recipient from a third party who, to the recipient's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (iii) was known to the recipient at the time of disclosure or is thereafter created independently, (iv) is disclosed as necessary to enforce the recipient's rights under this Agreement, or (v) must be disclosed under applicable law, regulations, legal process or professional standards.

CLIENT-REQUIRED CLOUD USAGE – If Client requests that Crowe access files, documents or other information in a cloud-based or web-accessed hosting service or other third-party system accessed via the internet, including, without limitation iCloud, Dropbox, Google Docs, Google Drive, a data room hosted by a third party, or a similar service or website (collectively, "Cloud Storage"), Client will confirm with any third parties assisting with or hosting the Cloud Storage that either such third party or Client (and not Crowe) is responsible for complying with all applicable laws relating to the Cloud Storage and any information contained in the Cloud Storage, providing Crowe access to the information in the Cloud Storage, and protecting the information in the Cloud Storage from any unauthorized access, including without limitation unauthorized access to the information when in transit to or from the Cloud Storage. Client represents that it has authority to provide Crowe access to information in the Cloud Storage and that providing Crowe with such access complies with all applicable laws, regulations, and duties owed to third parties.

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DATA PROTECTION – If Crowe holds or uses Client information that can be linked to specific individuals who are Client's customers ("Personal Data"), Crowe will treat it as confidential as described above and comply with applicable US state and federal law and professional regulations (including, for financial institution clients, the objectives of the Interagency Guidelines Establishing Information Security Standards) in disclosing or using such information to carry out the Services. The parties acknowledge and understand that while Crowe is a service provider as defined by the California Consumer Privacy Act of 2018 and processes information on behalf of Client and pursuant to this Agreement, Crowe retains its independence as required by applicable law and professional standards for purposes of providing attest services and other related professional services. Crowe will not (1) sell Personal Data to a third party, or (2) retain, use or disclose Personal Data for any purpose other than for (a) performing the Services and its obligations on this Agreement, (b) as otherwise set forth in this Agreement, (c) to detect security incidents and protect against fraud or illegal activity, (d) to enhance and develop our products and services, including through machine learning and other similar methods and (e) as necessary to comply with applicable law or professional standards. Crowe has implemented and will maintain physical, electronic and procedural safeguards reasonably designed to (i) protect the security, confidentiality and integrity of the Personal Data, (ii) prevent unauthorized access to or use of the Personal Data, and (iii) provide proper disposal of the Personal Data (collectively, the "Safeguards"). Client warrants (i) that it has the authority to provide the Personal Data to Crowe in connection with the Services, (ii) that Client has processed and provided the Personal Data to Crowe in accordance with applicable law, and (iii) will limit the Personal Data provided to Crowe to Personal Data necessary to perform the Services. To provide the Services, Client may also need to provide Crowe with access to Personal Data consisting of protected health information, financial account numbers, Social Security or other government-issued identification numbers, or other data that, if disclosed without authorization, would trigger notification requirements under applicable law ("Restricted Personal Data"). In the event Client provides Crowe access to Restricted Personal Data, Client will consult with Crowe on appropriate measures (consistent with legal requirements and professional standards applicable to Crowe) to protect the Restricted Personal Data, such as: deleting or masking unnecessary information before making it available to Crowe, using encryption when transferring it to Crowe, or providing it to Crowe only during on-site review on Client's site. Client will provide Crowe with Restricted Personal Data only in accordance with mutually agreed protective measures. Crowe and Client will each allow opportunistic TLS encryption to provide for secure email communication, and each party will notify the other in writing if it deactivates opportunistic TLS encryption. If Client fails to allow opportunistic TLS encryption, Client agrees that each party may use unencrypted electronic media to correspond or transmit information, and Client further agrees that such use of unencrypted media will not in itself constitute a breach of any confidentiality or other obligation relating to this Agreement. Otherwise, Client and Crowe agree each may use unencrypted electronic media to correspond or transmit information and such use will not in itself constitute a breach of any confidentiality obligations under this Agreement. Crowe will reasonably cooperate with Client in responding to or addressing any request from a consumer or data subject, a data privacy authority with jurisdiction, or the Client, as necessary to enable Client to comply with its obligations under applicable data protection laws and to the extent related to Personal Data processed by Crowe. Client will promptly reimburse Crowe for any out-of-pocket expenses and professional time (at Crowe's then-current hourly rates) incurred in connection with providing such cooperation. Client will provide prompt written notice to Crowe (with sufficient detailed instructions) of any request or other act that is required to be performed by Crowe. As appropriate, Crowe shall promptly delete or procure the deletion of the Personal Data, after the cessation of any Services involving the processing of Client's Personal Data, or otherwise aggregate or de-identify the Personal Data in such a way as to reasonably prevent reidentification. Notwithstanding the foregoing, Crowe may retain a copy of the Personal Data as permitted by applicable law or professional standards, provided that such Personal Data remain subject to the terms of this Agreement. If Crowe uses a third-party provider, Crowe will include terms substantially similar to those set forth in this Data Protection Paragraph into an agreement with the provider.

GENERAL DATA PROTECTION REGULATION COMPLIANCE – If and to the extent that Client provides personal data to Crowe subject to the European Union General Data Protection Regulation ("GDPR"), then in addition to the requirements of the above Data Protection section, this section will apply to such personal data ("EU Personal Data"). The parties agree that for purposes of processing the EU Personal Data, (a) Client will be the "Data Controller" as defined by the GDPR, meaning the organization that

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determines the purposes and means of processing the EU Personal Data; (b) Crowe will be the "Data Processor" as defined by GDPR, meaning the organization that processes the EU Personal Data on behalf of and under the instructions of the Data Controller; or (c) the parties will be classified as otherwise designated by a supervisory authority with jurisdiction. Client and Crowe each agree to comply with the GDPR requirements applicable to its respective role. Crowe has implemented and will maintain technical and organizational security safeguards reasonably designed to protect the security, confidentiality and integrity of the EU Personal Data. Client represents it has secured all required rights and authority, including consents and notices, to provide such EU Personal Data to Crowe, including without limitation authority to transfer such EU Personal Data to the U.S. or other applicable Country or otherwise make the EU Personal Data available to Crowe, for the duration of and purpose of Crowe providing the Services. The types of EU Personal Data to be processed include name, contact information, title, and other EU Personal Data that is transferred to Crowe in connection with the Services. The EU Personal Data relates to the data subject categories of individuals connected to Client, Client customers, Client vendors, and Client affiliates or subsidiaries ("Data Subjects"). Crowe will process the EU Personal Data for the following purpose: (x) to provide the Services in accordance with this Agreement, (y) to comply with other documented reasonable instructions provided by Client, and (z) to comply with applicable law. In the event of a Crowe breach incident in connection with EU Personal Data in the custody or control of Crowe, Crowe will promptly notify Client upon knowledge that a breach incident has occurred. Client has instructed Crowe not to contact any Data Subjects directly, unless required by applicable law. In the event that a supervisory authority with jurisdiction makes the determination that Crowe is a data controller, Client will reasonably cooperate with Crowe to enable Crowe to comply with its obligations under GDPR.

INTELLECTUAL PROPERTY – Any deliverables, works, inventions, working papers, or other work product conceived, made or created by Crowe in rendering the Services under this Agreement ("Work Product"), and all intellectual property rights in such Work Product will be owned exclusively by Crowe. Upon full payment by Client, Crowe grants to Client a license to use for its business purposes any deliverables, including any other Work Product incorporated in such deliverables. Crowe will retain exclusive ownership or control of all intellectual property rights in any ideas, concepts, methodologies, data, software, designs, utilities, tools, models, techniques, systems, Reports, or other know-how that it develops, owns or licenses in connection with this Agreement as well as any enhancements to any of the above ("Materials"). The foregoing ownership will be without any duty of accounting.

CLIENT DATA USAGE – Client shall retain full ownership of all data provided to Crowe by or on behalf of Client in connection with this Agreement, and Crowe will maintain the confidentiality and protection of Client data as set forth in this Agreement. Client agrees that Crowe may, in its discretion, use any Client information or data provided to Crowe for the purpose of (a) performing the Services and its obligations under this Agreement; (b) as otherwise agreed upon in writing; (c) to further improve or develop our products and services; or (d) as necessary to comply with applicable law or professional standards.

DATA AGGREGATION & BENCHMARKING –Client agrees that Crowe may, in its discretion, aggregate Client content and data with content and data from other clients, other sources, or third parties ("Data Aggregations") for purposes including, without limitation, product and service development, commercialization, industry benchmarking, or quality improvement initiatives. Prior to, and as a precondition for, disclosing Data Aggregations to other Crowe customers or prospects, Crowe will anonymize any Client data or information in a manner sufficient to prevent such other customer or prospect from identifying Client or individuals who are Client customers. All Data Aggregations will be the sole and exclusive property of Crowe.

USE OF THIRD PARTIES IN CROWE OPERATIONS – Crowe uses third-party providers and third-party solutions in the ordinary course of Crowe business operations. Third-party providers and solutions used in the ordinary course of Crowe business operations include without limitation email providers, cyber-security providers, data hosting centers, operating systems, tools with machine learning or artificial intelligence components (including generative artificial intelligence products or services), and other third-party products and solutions used to perform the Services or generate Work Product, or components thereof. Crowe also uses its subsidiaries (owned and controlled by Crowe) within and outside the United States for various administrative and support roles. Crowe subsidiaries and any third-party providers used

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in the ordinary course of Crowe business operations will meet the confidentiality and data protection requirements in this Agreement. The limitations in this Agreement on Client's remedies will also apply to any such third-party providers and Crowe subsidiaries.

USE OF SUBCONTRACTORS FOR SERVICE DELIVERY – Crowe may engage third-party subcontractors in delivering Services to Client. Third-party subcontractors are not owned or controlled by Crowe (including without limitation Crowe Global member firms). If Crowe engages such a subcontractor to deliver Services to Client, Crowe will execute an agreement for the protection of Client's confidential information consistent with the provisions of this Agreement. Crowe will be solely responsible for the provision of Services (including those provided by subcontractors) and for the protection of Client's confidential information. The limitations in this Agreement on Client's remedies will also apply to any subcontractors.

LEGAL AND REGULATORY CHANGE – Crowe may periodically communicate to Client changes in laws, rules or regulations. However, Client has not engaged Crowe, and Crowe does not undertake an obligation, to advise Client of changes in (a) laws, rules, regulations, industry or market conditions, or (b) Client's own business practices or other circumstances (except to the extent required by professional standards). The scope of Services and the fees for Services are based on current laws and regulations. If changes in laws or regulations change Client's requirements or the scope of the Services, Crowe's fees will be modified to a mutually agreed amount to reflect the changed level of Crowe's effort.

PUBLICATION – Client agrees to obtain Crowe's specific permission before using any Report or Crowe work product or Crowe's firm's name in a published document, and Client agrees to submit to Crowe copies of such documents to obtain Crowe's permission before they are filed or published.

CLIENT REFERENCE – From time to time Crowe is requested by prospective clients to provide references for Crowe service offerings. Client agrees that Crowe may use Client's name and generally describe the nature of Crowe's engagement(s) with Client in marketing to prospects, and Crowe may also provide prospects with contact information for Client personnel familiar with Crowe's Services.

NO PUNITIVE OR CONSEQUENTIAL DAMAGES – Any liability of Crowe will not include any consequential, special, incidental, indirect, punitive, or exemplary damages or loss, nor any lost profits, goodwill, savings, or business opportunity, even if Crowe had reason to know of the possibility of such damages.

LIMIT OF LIABILITY – Except where it is judicially determined that Crowe performed its Services with recklessness or willful misconduct, Crowe's liability will not exceed fees paid by Client to Crowe for the portion of the work giving rise to liability. A claim for a return of fees paid is the exclusive remedy for any damages. This limit of liability will apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including, without limitation, to claims based on principles of contract, negligence or other tort, fiduciary duty, warranty, indemnity, statute or common law. This limit of liability will also apply after this Agreement.

INDEMNIFICATION FOR THIRD-PARTY CLAIMS – In the event of a legal proceeding or other claim brought against Crowe by a third party, except where it is judicially determined that Crowe performed Services with recklessness or willful misconduct, Client agrees to indemnify and hold harmless Crowe and its personnel against all costs, fees, expenses, damages and liabilities, including attorney fees and any other fees or defense costs, associated with such third-party claim, relating to or arising from any Services performed or work product provided by Crowe that Client uses or discloses to others or this engagement generally. This indemnification is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim, liability, or damages asserted, including, without limitation, to claims, liability or damages based on principles of contract, negligence or other tort, fiduciary duty, warranty, indemnity, statute or common law. This indemnification will also apply after termination of this Agreement.

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NO TRANSFER OR ASSIGNMENT OF CLAIMS – No claim against Crowe, or any recovery from or against Crowe, may be sold, assigned or otherwise transferred, in whole or in part.

TIME LIMIT ON CLAIMS – In no event will any action against Crowe, arising from or relating to this Agreement or the Services provided by Crowe relating to this engagement, be brought after the earlier of 1) one (1) year after the date on which occurred the act or omission alleged to have been the cause of the injury alleged; or 2) the expiration of the applicable statute of limitations or repose.

RESPONSE TO LEGAL PROCESS – If Crowe is requested by subpoena, request for information, or through some other legal process to produce documents or testimony pertaining to Client or Crowe's Services, and Crowe is not named as a party in the applicable proceeding, then Client will reimburse Crowe for its professional time, plus out-of-pocket expenses, as well as reasonable attorney fees, Crowe incurs in responding to such request.

MEDIATION – If a dispute arises, in whole or in part, out of or related to this engagement, or after the date of this agreement, between Client or any of Client's affiliates or principals and Crowe, and if the dispute cannot be settled through negotiation, Client and Crowe agree first to try, in good faith, to settle the dispute by mediation administered by the American Arbitration Association, under its mediation rules for professional accounting and related services disputes, before resorting to litigation or any other dispute-resolution procedure. The results of mediation will be binding only upon agreement of each party to be bound. Costs of any mediation will be shared equally by both parties. Any mediation will be held in Chicago, Illinois.

JURY TRIAL WAIVER – FOR ALL DISPUTES RELATING TO OR ARISING BETWEEN THE PARTIES, THE PARTIES AGREE TO WAIVE A TRIAL BY JURY TO FACILITATE JUDICIAL RESOLUTION AND TO SAVE TIME AND EXPENSE. EACH PARTY AGREES IT HAS HAD THE OPPORTUNITY TO HAVE ITS LEGAL COUNSEL REVIEW THIS WAIVER. THIS WAIVER IS IRREVOCABLE, MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND APPLIES TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, OR MODIFICATIONS TO THIS AGREEMENT. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS WRITTEN CONSENT TO A BENCH TRIAL WITHOUT A JURY. HOWEVER, AND NOTWITHSTANDING THE FOREGOING, IF ANY COURT RULES OR FINDS THIS JURY TRIAL WAIVER TO BE UNENFORCEABLE AND INEFFECTIVE IN WAIVING A JURY, THEN ANY DISPUTE RELATING TO OR ARISING FROM THIS ENGAGEMENT OR THE PARTIES' RELATIONSHIP GENERALLY WILL BE RESOLVED BY ARBITRATION AS SET FORTH IN THE PARAGRAPH BELOW REGARDING "ARBITRATION."

ARBITRATION – If any court rules or finds that the JURY TRIAL WAIVER section is not enforceable, then any dispute between the parties relating to or arising from this Agreement or the parties' relationship generally will be settled by binding arbitration in Chicago, Illinois (or a location agreed in writing by the parties). Any issues concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of any of this Section, will be governed by the Federal Arbitration Act and resolved by the arbitrator(s). The arbitration will be governed by the Federal Arbitration Act and resolved by the arbitrator(s). Regardless of the amount in controversy, the arbitration will be administered by JAMS, Inc. ("JAMS"), pursuant to its Streamlined Arbitration Rules & Procedures or such other rules or procedures as the parties may agree in writing. In the event of a conflict between those rules and this Agreement, this Agreement will control. The parties may alter each of these rules by written agreement. If a party has a basis for injunctive relief, this paragraph will not preclude a party seeking and obtaining injunctive relief in a court of proper jurisdiction. The parties will agree within a reasonable period of time after notice is made of initiating the arbitration process whether to use one or three arbitrators, and if the parties cannot agree within fifteen (15) business days, the parties will use a single arbitrator. In any event the arbitrator(s) must be retired federal judges or attorneys with at least 15 years commercial law experience and no arbitrator may be appointed unless he or she has agreed to these procedures. If the parties cannot agree upon arbitrator(s) within an additional fifteen (15) business days, the arbitrator(s) will be selected by JAMS. Discovery will be permitted only as authorized by the arbitrator(s), and as a rule, the arbitrator(s) will not permit discovery except upon a showing of substantial need by a party. To the extent the arbitrator(s) permit discovery as to liability, the arbitrator(s) will also permit discovery as to

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causation, reliance, and damages. The arbitrator(s) will not permit a party to take more than six depositions, and no depositions may exceed five hours. The arbitrator(s) will have no power to make an award inconsistent with this Agreement. The arbitrator(s) will rule on a summary basis where possible, including without limitation on a motion to dismiss basis or on a summary judgment basis. The arbitrator(s) may enter such prehearing orders as may be appropriate to ensure a fair hearing. The hearing will be held within one year of the initiation of arbitration, or less, and the hearing must be held on continuous business days until concluded. The hearing must be concluded within ten (10) business days absent written agreement by the parties to the contrary. The time limits in this section are not jurisdictional. The arbitrator(s) will apply substantive law and may award injunctive relief or any other remedy available from a judge. The arbitrator(s) may award attorney fees and costs to the prevailing party, and in the event of a split or partial award, the arbitrator(s) may award costs or attorney fees in an equitable manner. Any award by the arbitrator(s) will be accompanied by a reasoned opinion describing the basis of the award. Any prior agreement regarding arbitration entered by the parties is replaced and superseded by this agreement. The arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq., and judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. All aspects of the arbitration will be treated by the parties and the arbitrator(s) as confidential.

NOTIFICATION OF NON-LICENSEE OWNERSHIP (For California Engagements) – Crowe ("the Firm") and certain owners of the Firm are licensed by the California State Board of Accountancy. However, the Firm has owners not licensed by the California State Board of Accountancy who may provide Services under this agreement. If Client has any questions regarding licensure of the personnel performing Services under this engagement, please do not hesitate to contact Crowe.

NON-SOLICITATION – Each party acknowledges that it has invested substantially in recruiting, training and developing the personnel who render services with respect to the material aspects of the engagement ("Key Personnel"). The parties acknowledge that Key Personnel have knowledge of trade secrets or confidential information of their employers that may be of substantial benefit to the other party. The parties acknowledge that each business would be materially harmed if the other party was able to directly employ Key Personnel. Therefore, the parties agree that during the period of this Agreement and for one (1) year after its expiration or termination, neither party will solicit Key Personnel of the other party for employment or hire the Key Personnel of the other party without that party's written consent unless the hiring or engaging party pays to the other party a fee equal to the hired or engaged Key Personnel's compensation for the prior twelve-month period with the other party.

CROWE AND EQUAL OPPORTUNITY – Crowe abides by the principles of equal employment opportunity, including without limitation the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. Crowe also abides by 29 CFR Part 471, Appendix A to Subpart A. The parties agree that the notice in this paragraph does not create any enforceable rights for any firm, organization, or individual.

CROWE GLOBAL NETWORK – Crowe LLP and its subsidiaries are independent members of Crowe Global, a Swiss organization. "Crowe" is the brand used by the Crowe Global network and its member firms, but it is not a worldwide partnership. Crowe Global and each of its members are separate and independent legal entities and do not obligate each other. Crowe LLP and its subsidiaries are not responsible or liable for any acts or omissions of Crowe Global or any other Crowe Global members, and Crowe LLP and its subsidiaries specifically disclaim any and all responsibility or liability for acts or omissions of Crowe Global or any other Crowe Global member. Crowe Global does not render any professional services and does not have an ownership or partnership interest in Crowe LLP or any other member. Crowe Global and its other members are not responsible or liable for any acts or omissions of Crowe LLP and its subsidiaries and specifically disclaim any and all responsibility or liability for acts or

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omissions of Crowe LLP and its subsidiaries. Visit www.crowe.com/disclosure for more information about Crowe LLP, its subsidiaries, and Crowe Global.

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Cherry Bekaert LLP
Your Guide Forward

Report on the Firm's System of Quality Control

To the Partners of Crowe LLP
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Crowe LLP (the "Firm") applicable to engagements not subject to Public Company Accounting Oversight Board ("PCAOB") permanent inspection in effect for the year ended March 31, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants ("Standards").

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility
The Firm is responsible for designing and complying with a system of quality control to provide the Firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The Firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility
Our responsibility is to express an opinion on the design of and compliance with the Firm's system of quality control based on our review.

Required Selections and Considerations
Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans; audits performed under Federal Deposit Insurance Corporation Improvement Act of 1991 (FDICIA); and examinations of service organizations (SOC 1® and SOC 2® engagements).

As a part of our peer review, we considered reviews by regulatory entities as communicated by the Firm, if applicable, in determining the nature and extent of our procedures.

Opinion
In our opinion, the system of quality control for the accounting and auditing practice of Crowe LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended March 31, 2022, has been suitably designed and complied with to provide the Firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass, pass with deficiency(ies),* or *fail.* Crowe LLP has received a peer review rating of *pass.*

Cherry Bekaert LLP September 29, 2022

Cherry Bekaert LLP

cbh.com

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AICPA

National Peer
Review Committee

October 20, 2022

Mark Baer Crowe LLP
225 W Wacker DR Ste 2600
Chicago, IL 60606-1228

Dear Mark Baer:

It is my pleasure to notify you that on October 13, 2022, the National Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is September 30, 2025. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

Michael Wagner
Chair, National PRC

+1.919.402.4502

cc: Jeffrey Sabetta, Jennifer Allen

Firm Number: 900010014904

Review Number: 592839

220 Leigh Farm Road, Durham, NC 27707-8110
T: +1.919.402.4502 F: +1.919.419.4713
aicpaglobal.com | cimaglobal.com | aicpa.org | cima.org

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: **BUSINESS OFFICE** Contract No.: _____ Vendor No.: 021155

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

- [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: Crowe LLP

Address: 400 Capitol Mall Suite #1400 City: Sacramento State: CA Zip: 95814

Phone: ( ) Email: Charles.Raibley@crowe.com

SSN: _____ Fed I.D. #: _____

CONTRACT TERM: start dates May 1, 2024 end date June 30, 2025

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

Yearly Audit and Reporting on the Financial Statements and Performance Audit of Alum Rock School District Bond Program for Measure J and Measure I for the Fiscal Year Ending June 30, 2024.

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.

____ b. **Other:** $NTE $32,500.00

Describe other related costs: _____

BUDGET CODE: 210-9600-0-5812-00-9000-8500-000000-450-9600 M Nuño 3/27/2024
Accountant Initials

_____ _____
Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: _____

Director of Fiscal Services: L DeVino Date: 3/27/24

Asst. Supt., of Business Services: Kol S Date: 3/27/24

Superintendent: _____ Date: _____

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Crowe LLP
Independent Member Crowe Global

400 Capitol Mall, Suite 1400
Sacramento, CA 95814-4498
Tel +1 916 441 1000
Fax +1 916 441 1110
www.crowe.com

February 28, 2024

Mr. Kolvira Chheng
Assistant Superintendent of Business Services
Alum Rock Union Elementary School District
2930 Gay Avenue
San Jose, California 95127-2322

Dear Mr. Chheng:

This letter confirms the arrangements for Crowe LLP ("Crowe" or "us" or "we" or "our") to provide the professional services discussed in this letter to Alum Rock Union Elementary School District ("you", "your" or "Client"). The attached Crowe Engagement Terms, and any other attachments thereto, are integral parts of this letter, and such terms are incorporated herein.

AUDIT SERVICES

Our Responsibilities

We will audit and report on the financial statements of the Client's Measure I, Measure J and Measure S General Obligation Bonds for activity for the year ending June 30, 2024.
The objective of the audit is the expression of an opinion on the financial statements. We will plan and perform the audit in accordance with auditing standards generally accepted in the United States of America, and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement whether caused by error or fraud. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Because of inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with applicable standards. An audit is not designed to detect error or fraud that is immaterial to the financial statements.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment including the assessment of the risks that the financial statements could be misstated by an amount that we believe would influence the judgment made by a reasonable user of these financial statements. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. As required by the standards, we will maintain professional skepticism throughout the audit.

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In making our risk assessments, we obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the Client's internal control. However, we will communicate in writing to those charged with governance and management concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. We will communicate to management other deficiencies in internal control identified during the audit that have not been communicated to management by other parties and that, in our professional judgment, are of sufficient importance to merit management's attention. We will also communicate certain matters related to the conduct of the audit to those charged with governance, including (1) fraud involving senior management, and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements, (2) illegal acts that come to our attention (unless they are clearly inconsequential) (3) disagreements with management and other significant difficulties encountered in performing the audit and (4) various matters related to the Client's accounting policies and financial statements. Our engagement is not designed to address legal or regulatory matters, which matters should be discussed by you with your legal counsel.

As part of our audit, we will conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Client's ability to continue as a going concern for a reasonable period of time.

We expect to issue a written report upon completion of our audit of the Client's financial statements. Our report will be addressed to the Board of Trustees of the Client. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis of matter or other matter paragraph or a separate section in the auditor's report, or withdraw from the engagement.
In addition to our report on the financial statements and supplemental information, we plan to issue the following reports:

- Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* — The purpose of this report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Client's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will also perform tests of your compliance with applicable laws, regulations, contracts and grants. However, because of the concept of reasonable assurance and because we will not perform a detailed examination of all transactions, there is a risk that material errors, irregularities, or illegal acts, including fraud or defalcations, may exist and not be detected by us. However, the objective of our audit of compliance relative to the financial statements will not be to provide an opinion on overall compliance with such provisions, and we will not express such an opinion. We will advise you, however, of any matters of that nature that come to our attention, unless they are clearly inconsequential.

PERFORMANCE AUDIT SERVICES

Our Responsibilities We will conduct a performance audit on the Client's Measure I, Measure J and Measure S General Obligation Bonds activity for the year ending June 30, 2024. The objective of our Performance Audit will be to determine if the bond funds have been expended only on the specific projects listed in accordance with the requirements of Proposition 39, as specified by Section 1(b)(3)(C) of Article XIII A of the California Constitution.
The objective of a performance audit is to provide assurance or conclusions based on an evaluation of sufficient, appropriate evidence against stated criteria, such as specific requirements, measures, or defined business practices. Performance audits provide objective analysis so that management and those charged with governance and oversight can use the information to improve program performance and

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operations, reduce costs, facilitate decision making by parties with responsibility to oversee or initiate corrective action, and contribute to public accountability. We will plan and perform the performance audit in accordance with performance audit standards contained in Government Auditing Standards issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. Because of inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or material noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with applicable standards. An audit is not designed to detect error or fraud that is immaterial to the performance audit objectives.

In making our risk assessments, we consider internal control that is significant within the context of the audit objectives in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the Client's internal control. However, we will communicate in writing to those charged with governance and management concerning any significant deficiencies or material weaknesses in internal control significant within the context of the audit objectives that we have identified during the audit. Our engagement is not designed to address legal or regulatory matters, which matters should be discussed by you with your legal counsel.

FINANCIAL AND PERFORMANCE AUDIT SERVICES

Our audit and work product are intended for the benefit and use of the Client only. The audit will not be planned or conducted in contemplation of reliance by any other party or with respect to any specific transaction and is not intended to benefit or influence any other party. Therefore, items of possible interest to a third party may not be specifically addressed or matters may exist that could be assessed differently by a third party.

The working papers for this engagement are the property of Crowe and constitute confidential information.

However, we may be requested to make certain working papers available to your oversight agency or grantors pursuant to authority given to them by law, regulation, or contract. If requested, access to such working papers will be provided under the supervision of our personnel. Furthermore, upon request, we may provide photocopies of selected working papers to your oversight agency or grantors. The working papers for this engagement will be retained for a minimum of three years after the date our report is issued or for any additional period requested by the oversight agency or pass-through entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the working papers.

Government Auditing Standards require that we provide you with a copy of our most recent peer review report, which accompanies this letter.

The Client's Responsibilities

The Client's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America. Management is also responsible for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error or fraud.

The Client's management is also responsible for complying with applicable laws, regulations, contracts and grants and such responsibility extends to identifying the requirements and designing internal control policies and procedures to provide reasonable assurance that compliance is achieved. Client's management is responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that the auditor reports. Additionally, it is management's responsibility to follow up and take corrective action on reported audit findings, to

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establish and maintain a process for tracking the status of findings and recommendations, and to prepare a summary schedule of prior audit findings, which should be available for our review, and a corrective action plan.

Management has the responsibility to adopt sound accounting policies, maintain an adequate and efficient accounting system, to safeguard assets, and to design and implement programs and controls to prevent and detect fraud. Management's judgments are typically based on its knowledge and experience about past and current events and its expected courses of action. Management's responsibility for financial reporting includes establishing a process to prepare the accounting estimates included in the financial statements.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Client's ability to continue as a going concern for one year from the date the Financial Statements are available to be issued.

Management is responsible for providing to us, on a timely basis, all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters. Management is also responsible for providing such other additional information we may request for the purpose of the audit, and unrestricted access to persons within the Client from whom we determine it necessary to obtain audit evidence. Additionally, those charged with governance are responsible for informing us of their views about the risks of fraud within the Client, and their knowledge of any fraud or suspected fraud affecting the Client.

Management is responsible for adjusting the financial statements to correct material misstatements related to accounts or disclosures. As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit, including that the effects of any uncorrected misstatements aggregated by us during the audit are immaterial, both individually and in the aggregate, to the financial statements, and to the Client's compliance with the requirements of its Federal programs. Management acknowledges the importance of management's representations and responses to our inquiries, and that they will be utilized as part of the evidential matter we will rely on in forming our opinion. Because of the importance of such information to our engagement, you agree to waive any claim against Crowe and its personnel for any liability and costs relating to or arising from any inaccuracy or incompleteness of information provided to us for purposes of this engagement.

Management is responsible for the preparation of the supplementary information identified above in accordance with the applicable criteria. As part of our audit process, we will request from management certain written representations regarding management's responsibilities in relation to the supplementary information presented, including but not limited to its fair presentation in accordance with the applicable criteria, the method of measurement and presentation and any significant assumptions or interpretations underlying the supplementary information. In addition, it is management's responsibility to include the auditor's report on supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information. It is also management's responsibility to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by Client of the supplementary information and the auditor's report thereon.

Management is responsible for report distribution responsibilities, including determining which officials or organizations will receive the report and making the report available to the public as applicable when the audit organization is responsible for report distribution.

OTHER SERVICES

Financial Statement Preparation

The Client will provide us with the necessary information to assist in the preparation of the draft financial statements including the notes thereto. We are relying on the Client to provide us with the detailed trial

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balance, note disclosure information and any other relevant report information in a timely fashion and ensure the data is complete and accurate. Management is solely responsible for the presentation of the financial statements.

Recordkeeping Assistance

The Client will provide us with the necessary information to assist you in your recordkeeping. We will propose year end adjusting entries to management for your review and approval, including cash to accrual conversion entries. We are relying on the Client to provide us with the necessary information in a timely fashion and ensure the data is complete and accurate.
With respect to the above other services, we will perform the services in accordance with applicable professional standards. We, in our sole professional judgment, reserve the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities. In connection with performing the above other services, you agree to: assume all management responsibilities including making all management decisions; oversee the service by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience; evaluate the adequacy and results of the services performed; and accept responsibility for the results of the services.

In delivering services to Client, Crowe may use subsidiaries owned and controlled by Crowe within and outside the United States. Crowe subsidiaries are subject to the same information security policies and requirements as Crowe LLP and will meet the requirements set forth in the confidentiality and data protection provisions of this Agreement.

FEES

Our fees, exclusive of out-of-pocket expenses, are outlined below.

Description of Services	Fee Amount
Financial Statement and Performance Audit of Measure I General Obligation Bonds for the year ending June 30, 2024	$15,500
Financial Statement and Performance Audit of Measure J General Obligation Bonds for the year ending June 30, 2024	$5,000
Financial Statement and Performance Audit of Measure S General Obligation Bonds for the year ending June 30, 2024	$12,000
Total	**$32,500**

We will invoice you as our services are rendered.

To offset various overhead expenses associated with providing professional services that are not directly invoiced, a business services fee will be billed at 5% of total invoiced fees and expenses prior to tax. The business services fee reflects our estimate of costs including but not limited to technology, data security, administrative support, processing support, and other related support on this engagement.

Our invoices are due and payable upon receipt. Invoices that are not paid within 30 days of receipt are subject to a monthly interest charge of one percent per month or the highest interest rate allowed by law, whichever is less, which we may elect to waive at our sole discretion, plus costs of collection including reasonable attorneys' fees. If any amounts invoiced remain unpaid 30 days after the invoice date, you agree that Crowe may, in its sole discretion, cease work until all such amounts are paid or terminate this engagement.

The fees outlined above are based on certain assumptions. Those assumptions may be incorrect due to incomplete or inaccurate information provided, or circumstances may arise under which we must perform additional work, which in either case will require additional billings for our services. Examples of such circumstances include, but are not limited to:

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- Changing service requirements
- New professional standards or regulatory requirements
- New financial statement disclosures
- Work caused due to the identification of, and management's correction of, inappropriate application of accounting pronouncements
- Erroneous or incomplete accounting records
- Evidence of material weakness or significant deficiencies in internal controls
- Substantial increases in the number of significant deficiencies in internal controls
- Regulatory examination matters
- Change in your organizational structure or size due to merger and acquisition activity or other events
- Change in your controls
- New or unusual transactions
- Agreed-upon level of preparation and assistance from your personnel not provided
- Numerous revisions to your information
- Lack of availability of appropriate Client personnel during fieldwork.
- Additional audit procedures relating to the impact of COVID-19 on Client or additional regulatory requirements relating thereto.

Additionally, to accommodate requests to reschedule fieldwork without reasonable notice, additional billings for our services could be required, and our assigned staffing and ability to meet agreed upon deadlines could be impacted.

Due to such potential changes in circumstance, we reserve the right to revise our fees. However, if such a change in circumstances arises or if some other significant change occurs that causes our fees to exceed our estimate, we will advise management.

Our fees are exclusive of taxes or similar charges, as well as customs, duties or tariffs, imposed in respect of the Services, any work product or any license, all of which Client agrees to pay if applicable or if they become applicable (other than taxes imposed on Crowe's income generally), without deduction from any fees or expenses invoiced to Client by Crowe.

The Client and Crowe agree that the Client may periodically request Crowe to provide additional services for accounting and reporting advice regarding completed transactions and potential or proposed transactions. The fees for such additional services will be based on Crowe's hourly billing rates plus expenses or as mutually agreed upon between the Client and Crowe.

To facilitate Crowe's presence at Client's premises, Client will provide Crowe with internet access while on Client's premises. Crowe will access the internet using a secure virtual private network. Crowe will be responsible for all internet activity performed by its personnel while on Client's premises. In the event Client does not provide Crowe with internet access while on Client's premises, Client will reimburse Crowe for the cost of internet access through other means while on Client's site.

MISCELLANEOUS

For purposes of this Miscellaneous section, the Acceptance section below, and all of the Crowe Engagement Terms, "Client" will mean the entity(ies) defined in the first paragraph of this letter and will also include all related parents, subsidiaries, and affiliates of Client who may receive or claim reliance upon any Crowe deliverable.

Crowe will provide the services to Client under this Agreement as an independent contractor and not as Client's partner, agent, employee, or joint venturer under this Agreement. Neither Crowe nor Client will have any right, power or authority to bind the other party.

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This engagement letter agreement (the "Agreement") reflects the entire agreement between the parties relating to the services (or any reports, deliverables or other work product) covered by this Agreement. The engagement letter and any attachments (including without limitation the attached Crowe Engagement Terms) are to be construed as a single document, with the provisions of each section applicable throughout. This Agreement may not be amended or varied except by a written document signed by each party. No provision of this Agreement will be deemed waived, unless such waiver will be in writing and signed by the party against which the waiver is sought to be enforced. It replaces and supersedes any other proposals, correspondence, agreements and understandings, whether written or oral, relating to the services covered by this letter, and each party agrees that in entering this Agreement, it has not relied on any oral or written representations, statements or other information not contained in or incorporated into this Agreement. Any non-disclosure or other confidentiality agreement is replaced and superseded by this Agreement. Each party shall remain obligated to the other party under all provisions of this Agreement that expressly or by their nature extend beyond and survive the expiration or termination of this Agreement. If any provision (in whole or in part) of this Agreement is found unenforceable or invalid, this will not affect the remainder of the provision or any other provisions in this Agreement, all of which will continue in effect as if the stricken portion had not been included. This Agreement may be executed in two or more actual, scanned, emailed, or electronically copied counterparts, each and all of which together are one and the same instrument. Accurate transmitted copies (transmitted copies are reproduced documents that are sent via mail, delivery, scanning, email, photocopy, facsimile or other process) of the executed Agreement or signature pages only (whether handwritten or electronic signature), will be considered and accepted by each party as documents equivalent to original documents and will be deemed valid, binding and enforceable by and against all parties. This Agreement, including any dispute arising out of or related to this Agreement and the parties' relationship generally, will be governed and construed in accordance with the laws of the State of Illinois applicable to agreements made and wholly performed in that state, without giving effect to its conflict of laws rules to the extent those rules would require applying another jurisdiction's laws.

* * * * *

We are pleased to have this opportunity to serve you, and we look forward to a continuing relationship. If the terms of this Agreement and the attached Crowe Engagement Terms are acceptable to you, please sign below and return one copy of this letter at your earliest convenience. Please contact us with any questions or concerns.

(Signature Page Follows)

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ACCEPTANCE

I have reviewed the arrangements outlined above and in the attached "Crowe Engagement Terms," and I accept on behalf of the Client the terms and conditions as stated. By signing below, I represent and warrant that I am authorized by Client to accept the terms and conditions as stated.

IN WITNESS WHEREOF, Client and Crowe have duly executed this Agreement effective the date first written above.

Crowe LLP and the Engagement Authorized Signer below are licensed or otherwise authorized by the California Board of Accountancy.

Alum Rock Union Elementary School District	Crowe LLP
DocuSigned by: BD62E9DE138B416...	DocuSigned by: 183831089C9247F...
Signature	Signature
Kolvira Chheng	Jennifer Aras
Printed Name	Printed Name
Assist. Supt., Bus. Svcs.	Partner
Title	Title
February 29, 2024	February 28, 2024
Date	Date

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Crowe Engagement Terms

Crowe wants Client to understand the terms under which Crowe provides its services to Client and the basis under which Crowe determines its fees. These terms are part of the Agreement and apply to all services described in the Agreement as well as all other services provided to Client (collectively, the "Services"), unless and until a separate written agreement is executed by the parties for separate services. Any advice provided by Crowe is not intended to be, and is not, investment advice.

CLIENT'S ASSISTANCE – For Crowe to provide Services effectively and efficiently, Client agrees to provide Crowe timely with information requested and to make available to Crowe any personnel, systems, premises, records, or other information as reasonably requested by Crowe to perform the Services. Access to such personnel and information are key elements for Crowe's successful completion of Services and determination of fees. If for any reason this does not occur, a revised fee to reflect additional time or resources required by Crowe will be mutually agreed. Client agrees Crowe will have no responsibility for any delays related to a delay in providing such information to Crowe. Such information will be accurate and complete, and Client will inform Crowe of all significant tax, accounting and financial reporting matters of which Client is aware.

PROFESSIONAL STANDARDS – As a regulated professional services firm, Crowe must follow professional standards when applicable, including the Code of Professional Conduct of the American Institute of Certified Public Accountants ("AICPA"). Thus, if circumstances arise that, in Crowe's professional judgment, prevent it from completing the engagement, Crowe retains the right to take any course of action permitted by professional standards, including declining to express an opinion or issue other work product or terminating the engagement.

REPORTS – Any information, advice, recommendations or other content of any memoranda, reports, deliverables, work product, presentations, or other communications Crowe provides under this Agreement ("Reports"), other than Client's original information, are for Client's internal use only, consistent with the purpose of the Services. Client will not rely on any draft Report. Unless required by an audit or other attestation professional standard, Crowe will not be required to update any final Report for circumstances of which we become aware or events occurring after delivery.

CONFIDENTIALITY – Except as otherwise permitted by this Agreement or as agreed in writing, neither Crowe nor Client may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Client use of any Crowe work product will be limited to its stated purpose and to Client business use only. However, Client and Crowe each agree that either party may disclose such information to the extent that it: (i) is or becomes public other than through a breach of this Agreement, (ii) is subsequently received by the recipient from a third party who, to the recipient's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (iii) was known to the recipient at the time of disclosure or is thereafter created independently, (iv) is disclosed as necessary to enforce the recipient's rights under this Agreement, or (v) must be disclosed under applicable law, regulations, legal process or professional standards.

CLIENT-REQUIRED CLOUD USAGE – If Client requests that Crowe access files, documents or other information in a cloud-based or web-accessed hosting service or other third-party system accessed via the internet, including, without limitation iCloud, Dropbox, Google Docs, Google Drive, a data room hosted by a third party, or a similar service or website (collectively, "Cloud Storage"), Client will confirm with any third parties assisting with or hosting the Cloud Storage that either such third party or Client (and not Crowe) is responsible for complying with all applicable laws relating to the Cloud Storage and any information contained in the Cloud Storage, providing Crowe access to the information in the Cloud Storage, and protecting the information in the Cloud Storage from any unauthorized access, including without limitation unauthorized access to the information when in transit to or from the Cloud Storage. Client represents that it has authority to provide Crowe access to information in the Cloud Storage and that providing Crowe with such access complies with all applicable laws, regulations, and duties owed to third parties.

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DATA PROTECTION – If Crowe holds or uses Client information that can be linked to specific individuals who are Client's customers ("Personal Data"), Crowe will treat it as confidential as described above and comply with applicable US state and federal law and professional regulations (including, for financial institution clients, the objectives of the Interagency Guidelines Establishing Information Security Standards) in disclosing or using such information to carry out the Services. The parties acknowledge and understand that while Crowe is a service provider as defined by the California Consumer Privacy Act of 2018 and processes information on behalf of Client and pursuant to this Agreement, Crowe retains its independence as required by applicable law and professional standards for purposes of providing attest services and other related professional services. Crowe will not (1) sell Personal Data to a third party, or (2) retain, use or disclose Personal Data for any purpose other than for (a) performing the Services and its obligations on this Agreement, (b) as otherwise set forth in this Agreement, (c) to detect security incidents and protect against fraud or illegal activity, (d) to enhance and develop our products and services, including through machine learning and other similar methods and (e) as necessary to comply with applicable law or professional standards. Crowe has implemented and will maintain physical, electronic and procedural safeguards reasonably designed to (i) protect the security, confidentiality and integrity of the Personal Data, (ii) prevent unauthorized access to or use of the Personal Data, and (iii) provide proper disposal of the Personal Data (collectively, the "Safeguards"). Client warrants (i) that it has the authority to provide the Personal Data to Crowe in connection with the Services, (ii) that Client has processed and provided the Personal Data to Crowe in accordance with applicable law, and (iii) will limit the Personal Data provided to Crowe to Personal Data necessary to perform the Services. To provide the Services, Client may also need to provide Crowe with access to Personal Data consisting of protected health information, financial account numbers, Social Security or other government-issued identification numbers, or other data that, if disclosed without authorization, would trigger notification requirements under applicable law ("Restricted Personal Data"). In the event Client provides Crowe access to Restricted Personal Data, Client will consult with Crowe on appropriate measures (consistent with legal requirements and professional standards applicable to Crowe) to protect the Restricted Personal Data, such as: deleting or masking unnecessary information before making it available to Crowe, using encryption when transferring it to Crowe, or providing it to Crowe only during on-site review on Client's site. Client will provide Crowe with Restricted Personal Data only in accordance with mutually agreed protective measures. Crowe and Client will each allow opportunistic TLS encryption to provide for secure email communication, and each party will notify the other in writing if it deactivates opportunistic TLS encryption. If Client fails to allow opportunistic TLS encryption, Client agrees that each party may use unencrypted electronic media to correspond or transmit information, and Client further agrees that such use of unencrypted media will not in itself constitute a breach of any confidentiality or other obligation relating to this Agreement. Otherwise, Client and Crowe agree each may use unencrypted electronic media to correspond or transmit information and such use will not in itself constitute a breach of any confidentiality obligations under this Agreement. Crowe will reasonably cooperate with Client in responding to or addressing any request from a consumer or data subject, a data privacy authority with jurisdiction, or the Client, as necessary to enable Client to comply with its obligations under applicable data protection laws and to the extent related to Personal Data processed by Crowe. Client will promptly reimburse Crowe for any out-of-pocket expenses and professional time (at Crowe's then-current hourly rates) incurred in connection with providing such cooperation. Client will provide prompt written notice to Crowe (with sufficient detailed instructions) of any request or other act that is required to be performed by Crowe. As appropriate, Crowe shall promptly delete or procure the deletion of the Personal Data, after the cessation of any Services involving the processing of Client's Personal Data, or otherwise aggregate or de-identify the Personal Data in such a way as to reasonably prevent reidentification. Notwithstanding the foregoing, Crowe may retain a copy of the Personal Data as permitted by applicable law or professional standards, provided that such Personal Data remain subject to the terms of this Agreement. If Crowe uses a third-party provider, Crowe will include terms substantially similar to those set forth in this Data Protection Paragraph into an agreement with the provider.

GENERAL DATA PROTECTION REGULATION COMPLIANCE – If and to the extent that Client provides personal data to Crowe subject to the European Union General Data Protection Regulation ("GDPR"), then in addition to the requirements of the above Data Protection section, this section will apply to such

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personal data ("EU Personal Data"). The parties agree that for purposes of processing the EU Personal Data, (a) Client will be the "Data Controller" as defined by the GDPR, meaning the organization that determines the purposes and means of processing the EU Personal Data; (b) Crowe will be the "Data Processor" as defined by GDPR, meaning the organization that processes the EU Personal Data on behalf of and under the instructions of the Data Controller; or (c) the parties will be classified as otherwise designated by a supervisory authority with jurisdiction. Client and Crowe each agree to comply with the GDPR requirements applicable to its respective role. Crowe has implemented and will maintain technical and organizational security safeguards reasonably designed to protect the security, confidentiality and integrity of the EU Personal Data. Client represents it has secured all required rights and authority, including consents and notices, to provide such EU Personal Data to Crowe, including without limitation authority to transfer such EU Personal Data to the U.S. or other applicable Country or otherwise make the EU Personal Data available to Crowe, for the duration of and purpose of Crowe providing the Services. The types of EU Personal Data to be processed include name, contact information, title, and other EU Personal Data that is transferred to Crowe in connection with the Services. The EU Personal Data relates to the data subject categories of individuals connected to Client, Client customers, Client vendors, and Client affiliates or subsidiaries ("Data Subjects"). Crowe will process the EU Personal Data for the following purpose: (x) to provide the Services in accordance with this Agreement, (y) to comply with other documented reasonable instructions provided by Client, and (z) to comply with applicable law. In the event of a Crowe breach incident in connection with EU Personal Data in the custody or control of Crowe, Crowe will promptly notify Client upon knowledge that a breach incident has occurred. Client has instructed Crowe not to contact any Data Subjects directly, unless required by applicable law. In the event that a supervisory authority with jurisdiction makes the determination that Crowe is a data controller, Client will reasonably cooperate with Crowe to enable Crowe to comply with its obligations under GDPR.

INTELLECTUAL PROPERTY – Any deliverables, works, inventions, working papers, or other work product conceived, made or created by Crowe in rendering the Services under this Agreement ("Work Product"), and all intellectual property rights in such Work Product will be owned exclusively by Crowe. Upon full payment by Client, Crowe grants to Client a license to use for its business purposes any deliverables, including any other Work Product incorporated in such deliverables. Crowe will retain exclusive ownership or control of all intellectual property rights in any ideas, concepts, methodologies, data, software, designs, utilities, tools, models, techniques, systems, Reports, or other know-how that it develops, owns or licenses in connection with this Agreement as well as any enhancements to any of the above ("Materials"). The foregoing ownership will be without any duty of accounting.

CLIENT DATA USAGE – Client shall retain full ownership of all data provided to Crowe by or on behalf of Client in connection with this Agreement, and Crowe will maintain the confidentiality and protection of Client data as set forth in this Agreement. Client agrees that Crowe may, in its discretion, use any Client information or data provided to Crowe for the purpose of (a) performing the Services and its obligations under this Agreement; (b) as otherwise agreed upon in writing; (c) to further improve or develop our products and services; or (d) as necessary to comply with applicable law or professional standards.

DATA AGGREGATION & BENCHMARKING –Client agrees that Crowe may, in its discretion, aggregate Client content and data with content and data from other clients, other sources, or third parties ("Data Aggregations") for purposes including, without limitation, product and service development, commercialization, industry benchmarking, or quality improvement initiatives. Prior to, and as a precondition for, disclosing Data Aggregations to other Crowe customers or prospects, Crowe will anonymize any Client data or information in a manner sufficient to prevent such other customer or prospect from identifying Client or individuals who are Client customers. All Data Aggregations will be the sole and exclusive property of Crowe.

USE OF THIRD PARTIES IN CROWE OPERATIONS – Crowe uses third-party providers and third-party solutions in the ordinary course of Crowe business operations. Third-party providers and solutions used in the ordinary course of Crowe business operations include without limitation email providers, cyber-security providers, data hosting centers, operating systems, tools with machine learning or artificial intelligence components (including generative artificial intelligence products or services), and other third-party products and solutions used to perform the Services or generate Work Product, or components

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thereof. Crowe also uses its subsidiaries (owned and controlled by Crowe) within and outside the United States for various administrative and support roles. Crowe subsidiaries and any third-party providers used in the ordinary course of Crowe business operations will meet the confidentiality and data protection requirements in this Agreement. The limitations in this Agreement on Client's remedies will also apply to any such third-party providers and Crowe subsidiaries.

USE OF SUBCONTRACTORS FOR SERVICE DELIVERY – Crowe may engage third-party subcontractors in delivering Services to Client. Third-party subcontractors are not owned or controlled by Crowe (including without limitation Crowe Global member firms). If Crowe engages such a subcontractor to deliver Services to Client, Crowe will execute an agreement for the protection of Client's confidential information consistent with the provisions of this Agreement. Crowe will be solely responsible for the provision of Services (including those provided by subcontractors) and for the protection of Client's confidential information. The limitations in this Agreement on Client's remedies will also apply to any subcontractors.

LEGAL AND REGULATORY CHANGE – Crowe may periodically communicate to Client changes in laws, rules or regulations. However, Client has not engaged Crowe, and Crowe does not undertake an obligation, to advise Client of changes in (a) laws, rules, regulations, industry or market conditions, or (b) Client's own business practices or other circumstances (except to the extent required by professional standards). The scope of Services and the fees for Services are based on current laws and regulations. If changes in laws or regulations change Client's requirements or the scope of the Services, Crowe's fees will be modified to a mutually agreed amount to reflect the changed level of Crowe's effort.

PUBLICATION – Client agrees to obtain Crowe's specific permission before using any Report or Crowe work product or Crowe's firm's name in a published document, and Client agrees to submit to Crowe copies of such documents to obtain Crowe's permission before they are filed or published.

CLIENT REFERENCE – From time to time Crowe is requested by prospective clients to provide references for Crowe service offerings. Client agrees that Crowe may use Client's name and generally describe the nature of Crowe's engagement(s) with Client in marketing to prospects, and Crowe may also provide prospects with contact information for Client personnel familiar with Crowe's Services.

NO PUNITIVE OR CONSEQUENTIAL DAMAGES – Any liability of Crowe will not include any consequential, special, incidental, indirect, punitive, or exemplary damages or loss, nor any lost profits, goodwill, savings, or business opportunity, even if Crowe had reason to know of the possibility of such damages.

LIMIT OF LIABILITY – Except where it is judicially determined that Crowe performed its Services with recklessness or willful misconduct, Crowe's liability will not exceed fees paid by Client to Crowe for the portion of the work giving rise to liability. A claim for a return of fees paid is the exclusive remedy for any damages. This limit of liability will apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including, without limitation, to claims based on principles of contract, negligence or other tort, fiduciary duty, warranty, indemnity, statute or common law. This limit of liability will also apply after this Agreement.

INDEMNIFICATION FOR THIRD-PARTY CLAIMS – In the event of a legal proceeding or other claim brought against Crowe by a third party, except where it is judicially determined that Crowe performed Services with recklessness or willful misconduct, Client agrees to indemnify and hold harmless Crowe and its personnel against all costs, fees, expenses, damages and liabilities, including attorney fees and any other fees or defense costs, associated with such third-party claim, relating to or arising from any Services performed or work product provided by Crowe that Client uses or discloses to others or this engagement generally. This indemnification is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim, liability, or damages asserted, including, without limitation, to claims, liability or damages based on principles of contract, negligence or other tort, fiduciary duty, warranty, indemnity, statute or common law. This indemnification will also apply after termination of this Agreement.

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NO TRANSFER OR ASSIGNMENT OF CLAIMS – No claim against Crowe, or any recovery from or against Crowe, may be sold, assigned or otherwise transferred, in whole or in part.

TIME LIMIT ON CLAIMS – In no event will any action against Crowe, arising from or relating to this Agreement or the Services provided by Crowe relating to this engagement, be brought after the earlier of 1) one (1) year after the date on which occurred the act or omission alleged to have been the cause of the injury alleged; or 2) the expiration of the applicable statute of limitations or repose.
RESPONSE TO LEGAL PROCESS – If Crowe is requested by subpoena, request for information, or through some other legal process to produce documents or testimony pertaining to Client or Crowe's Services, and Crowe is not named as a party in the applicable proceeding, then Client will reimburse Crowe for its professional time, plus out-of-pocket expenses, as well as reasonable attorney fees, Crowe incurs in responding to such request.

MEDIATION – If a dispute arises, in whole or in part, out of or related to this engagement, or after the date of this agreement, between Client or any of Client's affiliates or principals and Crowe, and if the dispute cannot be settled through negotiation, Client and Crowe agree first to try, in good faith, to settle the dispute by mediation administered by the American Arbitration Association, under its mediation rules for professional accounting and related services disputes, before resorting to litigation or any other dispute-resolution procedure. The results of mediation will be binding only upon agreement of each party to be bound. Costs of any mediation will be shared equally by both parties. Any mediation will be held in Chicago, Illinois.

JURY TRIAL WAIVER – FOR ALL DISPUTES RELATING TO OR ARISING BETWEEN THE PARTIES, THE PARTIES AGREE TO WAIVE A TRIAL BY JURY TO FACILITATE JUDICIAL RESOLUTION AND TO SAVE TIME AND EXPENSE. EACH PARTY AGREES IT HAS HAD THE OPPORTUNITY TO HAVE ITS LEGAL COUNSEL REVIEW THIS WAIVER. THIS WAIVER IS IRREVOCABLE, MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND APPLIES TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, OR MODIFICATIONS TO THIS AGREEMENT. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS WRITTEN CONSENT TO A BENCH TRIAL WITHOUT A JURY. HOWEVER, AND NOTWITHSTANDING THE FOREGOING, IF ANY COURT RULES OR FINDS THIS JURY TRIAL WAIVER TO BE UNENFORCEABLE AND INEFFECTIVE IN WAIVING A JURY, THEN ANY DISPUTE RELATING TO OR ARISING FROM THIS ENGAGEMENT OR THE PARTIES' RELATIONSHIP GENERALLY WILL BE RESOLVED BY ARBITRATION AS SET FORTH IN THE PARAGRAPH BELOW REGARDING "ARBITRATION."

ARBITRATION – If any court rules or finds that the JURY TRIAL WAIVER section is not enforceable, then any dispute between the parties relating to or arising from this Agreement or the parties' relationship generally will be settled by binding arbitration in Chicago, Illinois (or a location agreed in writing by the parties). Any issues concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of any of this Section, will be governed by the Federal Arbitration Act and resolved by the arbitrator(s). The arbitration will be governed by the Federal Arbitration Act and resolved by the arbitrator(s). Regardless of the amount in controversy, the arbitration will be administered by JAMS, Inc. ("JAMS"), pursuant to its Streamlined Arbitration Rules & Procedures or such other rules or procedures as the parties may agree in writing. In the event of a conflict between those rules and this Agreement, this Agreement will control. The parties may alter each of these rules by written agreement. If a party has a basis for injunctive relief, this paragraph will not preclude a party seeking and obtaining injunctive relief in a court of proper jurisdiction. The parties will agree within a reasonable period of time after notice is made of initiating the arbitration process whether to use one or three arbitrators, and if the parties cannot agree within fifteen (15) business days, the parties will use a single arbitrator. In any event the arbitrator(s) must be retired federal judges or attorneys with at least 15 years commercial law experience and no arbitrator may be appointed unless he or she has agreed to these procedures. If the parties cannot agree upon arbitrator(s) within an additional fifteen (15) business days, the arbitrator(s) will be selected by JAMS. Discovery will be permitted only as authorized by the arbitrator(s), and as a rule, the arbitrator(s) will not permit discovery except upon a showing of substantial need by a party. To the extent the arbitrator(s) permit discovery as to liability, the arbitrator(s) will also permit discovery as to

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causation, reliance, and damages. The arbitrator(s) will not permit a party to take more than six depositions, and no depositions may exceed five hours. The arbitrator(s) will have no power to make an award inconsistent with this Agreement. The arbitrator(s) will rule on a summary basis where possible, including without limitation on a motion to dismiss basis or on a summary judgment basis. The arbitrator(s) may enter such prehearing orders as may be appropriate to ensure a fair hearing. The hearing will be held within one year of the initiation of arbitration, or less, and the hearing must be held on continuous business days until concluded. The hearing must be concluded within ten (10) business days absent written agreement by the parties to the contrary. The time limits in this section are not jurisdictional. The arbitrator(s) will apply substantive law and may award injunctive relief or any other remedy available from a judge. The arbitrator(s) may award attorney fees and costs to the prevailing party, and in the event of a split or partial award, the arbitrator(s) may award costs or attorney fees in an equitable manner. Any award by the arbitrator(s) will be accompanied by a reasoned opinion describing the basis of the award. Any prior agreement regarding arbitration entered by the parties is replaced and superseded by this agreement. The arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq., and judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. All aspects of the arbitration will be treated by the parties and the arbitrator(s) as confidential.

NOTIFICATION OF NON-LICENSEE OWNERSHIP (For California Engagements) – Crowe ("the Firm") and certain owners of the Firm are licensed by the California State Board of Accountancy. However, the Firm has owners not licensed by the California State Board of Accountancy who may provide Services under this agreement. If Client has any questions regarding licensure of the personnel performing Services under this engagement, please do not hesitate to contact Crowe.

NON-SOLICITATION – Each party acknowledges that it has invested substantially in recruiting, training and developing the personnel who render services with respect to the material aspects of the engagement ("Key Personnel"). The parties acknowledge that Key Personnel have knowledge of trade secrets or confidential information of their employers that may be of substantial benefit to the other party. The parties acknowledge that each business would be materially harmed if the other party was able to directly employ Key Personnel. Therefore, the parties agree that during the period of this Agreement and for one (1) year after its expiration or termination, neither party will solicit Key Personnel of the other party for employment or hire the Key Personnel of the other party without that party's written consent unless the hiring or engaging party pays to the other party a fee equal to the hired or engaged Key Personnel's compensation for the prior twelve-month period with the other party.

CROWE AND EQUAL OPPORTUNITY – Crowe abides by the principles of equal employment opportunity, including without limitation the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. Crowe also abides by 29 CFR Part 471, Appendix A to Subpart A. The parties agree that the notice in this paragraph does not create any enforceable rights for any firm, organization, or individual.

CROWE GLOBAL NETWORK – Crowe LLP and its subsidiaries are independent members of Crowe Global, a Swiss organization. "Crowe" is the brand used by the Crowe Global network and its member firms, but it is not a worldwide partnership. Crowe Global and each of its members are separate and independent legal entities and do not obligate each other. Crowe LLP and its subsidiaries are not responsible or liable for any acts or omissions of Crowe Global or any other Crowe Global members, and Crowe LLP and its subsidiaries specifically disclaim any and all responsibility or liability for acts or omissions of Crowe Global or any other Crowe Global member. Crowe Global does not render any professional services and does not have an ownership or partnership interest in Crowe LLP or any other member. Crowe Global and its other members are not responsible or liable for any acts or omissions of Crowe LLP and its subsidiaries and specifically disclaim any and all responsibility or liability for acts or

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omissions of Crowe LLP and its subsidiaries. Visit www.crowe.com/disclosure for more information about Crowe LLP, its subsidiaries, and Crowe Global.

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Cherry Bekaert LLP
Your Guide Forward

Report on the Firm's System of Quality Control

To the Partners of Crowe LLP
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Crowe LLP (the "Firm") applicable to engagements not subject to Public Company Accounting Oversight Board ("PCAOB") permanent inspection in effect for the year ended March 31, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants ("Standards").

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility
The Firm is responsible for designing and complying with a system of quality control to provide the Firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The Firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility
Our responsibility is to express an opinion on the design of and compliance with the Firm's system of quality control based on our review.

Required Selections and Considerations
Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans; audits performed under Federal Deposit Insurance Corporation Improvement Act of 1991 (FDICIA); and examinations of service organizations (SOC 1® and SOC 2® engagements).

As a part of our peer review, we considered reviews by regulatory entities as communicated by the Firm, if applicable, in determining the nature and extent of our procedures.

Opinion
In our opinion, the system of quality control for the accounting and auditing practice of Crowe LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended March 31, 2022, has been suitably designed and complied with to provide the Firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass, pass with deficiency(ies),* or *fail*. Crowe LLP has received a peer review rating of *pass*.

Cherry Bekaert LLP September 29, 2022

Cherry Bekaert LLP

cbh.com

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AICPA

National Peer
Review Committee

October 20, 2022

Mark Baer Crowe LLP
225 W Wacker DR Ste 2600
Chicago, IL 60606-1228

Dear Mark Baer:

It is my pleasure to notify you that on October 13, 2022, the National Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is September 30, 2025. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

Michael Wagner
Chair, National PRC

+1.919.402.4502

cc: Jeffrey Sabetta, Jennifer Allen

Firm Number: 900010014904

Review Number: 592839

220 Leigh Farm Road, Durham, NC 27707-8110
T: +1.919.402.4502 F: +1.919.419.4713
aicpaglobal.com | cimaglobal.com | aicpa.org | cima.org

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. _____

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: Athletes Global Leadership Academy (AGC)

   Address: PO Box 223794 City: West Palm Beach State: FL Zip: 33422

   Phone: (786) 573-8256 Email Address: jdraughn@athletesglobalacademy.com

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

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date April 5, 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:

   AGC will provide multi sports and digital arts animation enrichment classes for up to 80 students (rising 5th-7th grade) in ARUSD summer programs June 17, 2024 - July 24, 2024 - Joseph George and Ocala Middle Schools.

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

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

   X b. **Other:** $66,825.00 (describe rate agreement) _____

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
060	2600	0	5815	0	1110	1000	020110	360	7392	$66,825.00	
											3/14/24

WB 3/15/24

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.

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

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

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

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

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

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

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

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

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

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

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

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

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Program Manager: _____ Date: 2/29/24

Director of Fiscal Services: _____ Date: 3/15/24

Asst. Supt., Bus. Services: _____ Date: 3/15/24

Superintendent: _____ Date: _____

CONTRACTOR:

Name of Company/Contractor: Athletes Global Corporation

Signature: Jernavis Draughn Date: 02 / 29 / 2024

Printed Name: Jernavis Draughn Title: Director

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

Mission:

To help change the world one day at a time, through transformational and innovative services!

Athletes Global organization is dedicated to helping youth, families, and communities worldwide. We teach leadership skills through transformational and innovative services that will help empower people to be self-reliant and successful.

Here is the acronym that we believe **A.T.H.L.E.T.E.S**. stands for:
Accountable!
Tenacious!
Hard-Working!
Leader!
Educated!
Thoughtful!
Encouraging!
Successful!

Athletes Global Leadership Academy

SUMMARY

Athletes Global Leadership Academy has four primary components, which are education, STEAM, fitness and sports. Our educational component focuses on teaching science, technology, engineering, art and mathematics programs **(S.T.E.A.M)**. We provide one on one and group tutoring to rising 5th to 7th grade students. Our tutoring program will provide students with a comprehensive and supervised environment that will help them improve in Reading, Math, Science, Social Studies, Language Arts, Foreign Languages, Organizational skills and much more. Our fitness and sports component teaches yoga, functional, brain fitness, Zumba and the fundamentals of basketball, flag football, cheer, hip hop, soccer and much more. One of the most exciting parts of our academy is the implementation of daily nutritional education, personal development homework, mentoring activities in decision making, leadership, communication skills, self-image and team building with others **(Growth Mindset)**. Our mission for our youth leadership academy is to "**Develop Future Leaders**"!

Athletes Global Leadership Academy Overview & Services

Education & STEAM

Our education program will provide students with a comprehensive and supervised environment that will help them improve in Reading, Math, Science, Social Studies, Language Arts, Foreign Languages, Organizational skills, STEAM programs such as future entrepreneur/scientist, brain fitness, digital arts/app design, theater/acting programs and much more.

Leadership Skills

During our program students will learn leadership skills, self-image, self-improvement, decision making, emotional, social intelligence, communication, coping with anxiety and anger. We will help them increase their growth mindset, social skills such as effective communication with others, confidence, and resolving conflicts also.

Team Building

Students will work together with team members in educational, STEAM, fitness and sports program to further develop social skills when working in a group environment.

Nutrition

Our goal is to teach participants about healthy meals and nutrition education. We will provide educational material that will teach them, promote healthy lifestyle and lifelong learning.

Sports

Our students will learn the rules, strategies, and fundamental skills of different sports including team sports, lifetime sports and individual sports; (Basketball, Cheerleading, Soccer, Golf, etc). The focus will be on sportsmanship and teamwork.

Fitness

Our goal is to teach our students fitness training by using a combination of intensive and creative exercise lessons such as yoga, Zumba, brain fitness and much more. We will provide high energy, positive, fitness programs that help prevent serious health problems like obesity, diabetes and high blood pressure.

Recruiting & Staffing Services (Remote or on- site talent)

Our recruiting leaders will match you to skilled contract and permanent talent in education, administrative and customer support, technology and marketing and creative fields. Our mission is to find the contract and permanent talent you need to help your company grow exponentially in all areas.

PROGRAM BREAKDOWN/PRICES

Location: George Middle School, 277 Mahoney Drive, San Jose, CA 95127
Ocala Middle School 2800 Ocala Drive, San Jose, CA 95148
Days: Monday-Friday
Grades: Rising 5th-7th
Programs: Multi Sports and Digital Arts Classes
Program Dates: 6/19/24 – 7/24/24 (no program 6/16; 7/4; 7/5-holiday)
Time: 8:00am-12:00pm
Total Participants: 80 (40 students per program)
Instructor: 1:15 Ratio
Multi Sports Class (Group Hourly Rate/Per 15 Students): $125.00
Digital Arts Class (Group Hourly Rate/Per 15 Students): $150.00

Program Title	Hourly Rate	Total Days	Total Hours
Multi Sports Class ($125 Per Hour/Per 15 Students)	$375.00	25	81
Total (USD): $30,375.00			
Digital Art Class ($150 Per Hour/Per 15 Students)	$450.00	25	81
Total (USD): $36,450.00			

Sub Total: $66,825.00

Budget Narrative & Performance Plan:

Athletes Global will provide multi sports and digital arts animation enrichment classes for students in Alum Rock Union Elementary School District summer programs. Our camp rates include all necessary expenses for each individual program selected (materials, supplies, equipment, salaries, and wages). This pricing does not include the purchasing of STEAM kits or technology, such as computers, tablets, Chromebook etc. Further budget details can be provided if programs of that nature are selected, and the center does not currently have the items previously listed.

AGC Summer Youth Leadership Academy Example Schedule:

Introduction & Attendance: (Go over leadership & nutritional homework)

Enrichment: (Multi Sports & Digital Arts Animation Classes)

Water/Snack/Mind Break

Enrichment: (Multi Sports & Digital Arts Animation Classes)

Water/Snack/Mind Break

Closing: (Hand out and go over leadership/nutritional homework)

AGC Summer Leadership Academy Curriculum Example Lesson Plans:

Week 1 Curriculum Lesson Plan: "Leadership"
Week 2 Curriculum Lesson Plan: "Accountability"
Week 3 Curriculum Lesson Plan: "Goals"
Week 4 Curriculum Lesson Plan: "Self-Confidence"

We will end our summer program with a presentation and a parents/guardian versus student sports game, we will handout our leadership certificates to each student and take a team picture.

Contact Info:

Athletes Global Corporation
Director of AGC Enrichment Programs
Name: Jernavis Draughn
Address: P.O. Box 223794
West Palm Beach, FL, 33422
Direct: 786-573-8256
Dun's #: 024397629
Athletes Global Business Tax ID #: 80-0232682
Website: http://athletesglobal.com

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: State and Federal Programs (School/Dept.) VENDOR NO. 21833

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: CMT San Jose

   Address: 1545 Parkmoor Ave City: San Jose State: CA Zip: 95128

   Phone: (408) 288-5437 Email Address: dana@cmtsj.org

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

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date April 8, 2024 end date April 12, 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:

   CMT San Jose is welcoming up to 48 students to its Creative Arts Center on April 8-12, 2024 from 9am-3pm. The students will engage in a 4-day camp offering classes in Voice, Acting, Dance and Improv. On day 5 the students will travel to Montgomery Theater to enjoy CMT's Marquee production School of Rock.

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

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

   X b. **Other:** $7,520.00 (describe rate agreement) not to exceed $7,520.00

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS OFC Initials
060	7425	0	5815	00	1110	1000	~~020110~~	360	7390	$7,520.00	
							020300				3/14/24

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

CMT SAN JOSE
SEASON 56 2023 2024

SCOPE OF WORK

DESCRIPTION OF SERVICES

CMT San Jose welcomes Alum Rock students to its Creative Arts Center for a week filled with imagination and creativity, immersed in the performing arts. CMT San Jose offers an exciting camp program with comprehensive theater training that promises to be engaging, challenging, and inspiring. CMT recognizes each child's talent and gives him or her the necessary building blocks to grow as a performer.

Students will engage in a 4-day camp offering classes in Voice, Acting, Dance, Improv, and specialty classes taught by professional CMT artists and instructors. CMT's programs offer a comprehensive introduction to theater where each child is celebrated as unique!

On Day 5 of the camp, students will travel to the Montgomery Theater in downtown San Jose to enjoy the student matinee performance of CMT's Marquee production School of Rock. This special performance includes a Q&A with cast members during intermission and a meet and greet with the cast after the show. Autographs all around!

COST AND DURATION

Camp Dates: Apri 8 – 12, 2024 from 9am until 3pm.
All students must bring a lunch, hot lunch is not available. No glass bottles, please! We advise bringing packed lunches that do not need to be refrigerated or heated, as there is no refrigerator or microwave available for student use. Water fountains are available and we encourage students to drink water throughout the day. Please note, due to many severe and life-threatening allergies, Camp CMT is a NUT-FREE ZONE - Do not pack nut products of any kind in your child's lunch or snack!

Costs: $365 per camper (Assuming 48 Campers) – includes tickets to **School of Rock.**

Total: $17,520

CMT has already secured a $10,000 grant to support this program. ARUSD portion: $7,520

TERMS AND CONDITIONS

ARUSD will work directly with CMT San Jose to plan and execute Spring Break camp experience. CMT Is working to hire staff for the camp and strives to have no more than 8 students per instructor to keep instruction personal and individual. CMT needs confirmation from ARUSD about camp approval no later than Thurs, April 4 by 5pm in order to facilitate staffing. If confirmation is not approved, CMT will require a cancellation fee of $2,000 to cover planning costs and cancellation of teaching artists.

CMT SAN JOSE
1545 Parkmoor Ave.
San Jose, Ca. 95128

408.288.5437
www.cmtsj.org

CMT SAN JOSE
SEASON 56 2023 2024

ABOUT CMT

Now in its 56th season, CMT San Jose trains and educates today's youth through musical theater to set and achieve high artistic and personal goals, and to inspire them to become exemplary artists, patrons, and citizens of tomorrow. Inclusiveness and quality are the touchstones of CMT's vision. As a nationally acclaimed theater organization and the oldest performing arts organization in San Jose, CMT remains dedicated to providing the highest possible caliber of musical and theatrical training to children from ages 4 to 20, spanning all abilities. We stand behind our promise never turn a child away, regardless of financial or physical limitations. CMT is committed to serving its culturally diverse region through an equitable lens, promoting systemic change both in our organizational operations and in our community to help eliminate racial bias.

CMT SAN JOSE
1545 Parkmoor Ave.
San Jose, Ca. 95128

408.288.5437
www.cmtsj.org

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. 300694

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: Envisioneers

   Address: 330 Twin Dolphin Drive, Ste 115 City: Redwood City State: CA Zip: 94065

   Phone: (415) 470-4470 Email Address: maria.d@theenvisioneers.org

   SSN: _____ or Fed I.D. #: may.l@theenvisioneers.org

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date April 5, 2024 end date July 24, 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:

   Envisioneers will provide an in-person summer program for up to 80 students across two sites (Sheppard and Ocala) up to 8 hours a day during June 17 - July 24, 2024. The program will support student development of social emotional skills and engage students through hands-on STEAM and SEL based activities.

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

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

   X b. **Other:** $75,442.72 (describe rate agreement) Not to exceed $75,442.72

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	020110	360	7392	$75,442.72	
											3/14/24

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

ENVISIONEERS

Scope of Work: Envisioneers Summer FY24/FY25
Program ARUSD

Overview

In order to provide a safe and engaging environment and to make progress in learning gaps and provide fun, enriching activities to build their SEL and academic skill sets, Envisioneers will provide summer programming in partnership with ARUSD. The overarching goal is to engage or re-engage students in their learning, build their curiosity and get them turned on to be active learners in all they do whether work or play. The summer program will serve 6th, 7th, and 8th grade students from Alum Rock Union School District at 2 of our current schools, William Sheppard and Ocala STEAM Academy

Program

In Envisioneers' Summer Program students will have the flexibility to attend anywhere from 5 to 8 hour days. We will operate on each campus from 8am to 5pm daily , observing the days that the schools are closed for holidays. Our focus in the AM will be on fun academic ways to learn with time for review of basic ELA and Math that is meeting grade standards. After lunch, we will have sports, hands-on learning activities, arts and Crafts, clubs and outdoor explorations to local parks and places of interest. Our mission is to close the equity gap in education and our focus will be bringing to our scholars a wide variety of activities which highlight future careers. Our vision is to build the social emotional as well as academic skills in our scholars so they can envision their futures and have the skill sets to achieve them.

The major objectives of the Envisioneers Summer Program are:

- creating a safe and curious environment for the scholars
- support student development of social emotional skills
- engage students through hands-on STEAM & SEL based activities
- to have fun and take field trips to broaden the minds and excitement of our scholars

Program Sites

1. William Sheppard MS and Ocala STEAM Academy
2. 20:1 Student to staff ratio

Fees: There are no fees for summer school

ENVISIONEERS

Jun 21-Jul 22 2022: Summer program launches

Scheduled Time	Monday	Tuesday	Wednesday	Thursday	Friday
8:00-8:30 am	Sign In, Breakfast	Sign In, Breakfast	Sign In, Breakfast	Sign In, Breakfast	Sign In, Breakfast
8:30-9:00 am	Opening circle/ connection	Opening circle/ connection	Opening circle/ connection	Opening circle/ connection	Opening circle/ /connection
9:30-10:30 am	STEAM Activity	College and Career Readiness	SEL Activity	Apprenticeship	STEAM Activity
10:30-11:30am	Arts and Enrichment Activity	Book Club	Arts and Enrichment Activity	Book Club	Arts and Enrichment Activity
11:30am-12:30 pm	Lunch/outside time	Lunch/outside time	Lunch.outsid e time	Lunch/outside time	Lunch/outsid e time
12:30 -2:00 pm	SEL Activity	Apprenticeship	STEAM Activity	College and Career Readiness	excursion/ exploration
1:30 - 2:00 pm	Brain Break	Brain Break	Brain Break	Brain Break	
2:00 - 3:00 pm	Sports activity	Arts and Enrichment Activity	Sports activity	Arts and Enrichment Activity	Closing circle
4:00- 4:30 pm	Closing circle	Closing circle	Closing circle	Closing circle	Slow down/ close out
4:30-5:00 pm	Slow down/ Close out	Slow down/ Close out	Slow down/ Close out	Slow down/ Close out	

ENVISIONEERS

Breakfast/Lunch: Collaboration with school staff

Physical Activity: Physical Activity entails team building/group games, sports tournaments, obstacle courses, relay races, and nature walks on campus.

STEAM Activities: STEAM based group challenges where students get to develop their critical thinking skills in solving problems in Science, Technology, Engineering, Arts, and Mathematics.

College and Career Readiness: College and Career Readiness allows students to gain exposure to different careers, alongside the education needed for those careers through a research based lens.

Arts and Enrichment: Arts and Enrichment activities offer a fun and creative environment to explore different forms of art media.

Book Club: Our Book Club offers students the opportunity to practice their reading and comprehension skills as they make their way through the book for that week.

SEL Activities: Social Emotional Learning activities offer students an in school environment to practice their self awareness, self management, social awareness, relationship building, and decision making skills.

Apprenticeship: Apprenticeships are an opportunity that are unique to Envisioneers. They entail 5 weeks of specially designed curriculum in different subjects.

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. 21410

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: Think Together Inc.

   Address: 2101 East Fourth Street Ste 200B City: Santa Ana State: CA Zip: 92705

   Phone: (714) 425-5229 Email Address: richard.tran@thinktogether.org

   SSN: _____ or Fed I.D. #: rbarth@thinktogether.org

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date April 5, 2024 end date July 24, 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:

   Think Together will partner with SV Creates to provide ARUSD with enrichment-accelerator services for up to 240 students across two sites (Linda Vista and Hubbard). The program will provide three immersive on-site sessions per week during Summer - June 17 - July 24, 2024.

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

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

   X b. **Other:** $99,725.00 (describe rate agreement) $51,840.00 Personnel expenses and $47,885.00 Operating expenses

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	020110	360	7392	$99,725.00	3/14/24

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. CWB 3/15/24

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

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

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

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

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

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

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

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

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

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

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

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

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Program Manager: _____ Date: 2/1/24

Director of Fiscal Services: _____ Date: 3/15/24

Asst. Supt., Bus. Services: _____ Date: 3/15/24

Superintendent: _____ Date: _____

CONTRACTOR:

Name of Company/Contractor: Think Together Inc.

Signature: _____ Date 03 / 01 / 2024

Printed Name: Randy Barth Title: Chief Executive Officer

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

think
TOGETHER

February 29, 2024

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
Think Together Enrichment Accelerators Proposal

Background
Alum Rock Union Elementary School District (ARUESD) has solicited Think Together to provide enrichment accelerators during the Summer 2024 – June 17 to July 24, 2024. This proposal responds to that request.

Scope of Work
Think Together will partner with SV Creates to provide ARUESD with enrichment-accelerators to 240 students at Linda Vista Elementary and Hubbard Media Arts Academy. The program/service will be delivered from June 17, 2024 to July 24, 2024. Think Together will coordinate with Artist instructors prior to the beginning of program for onboarding, training, and develop the scope, sequence, and activities/lessons. The program will provide three immersive on-site sessions per week, facilitated by a dedicated artist residency team comprising of Lead Artist Instructors, Support Teaching Artists, field trip experiences, curricular materials, and consumables supplies. Each site will be overseen by a Site Program Manager and students will be supervised by Program Leaders established in the Non-Instructional Day Services Agreement between ARUESD and Think Together. A dedicated Quality Assurance Coach will manage the overall project performance and quality. Think Together will apply a 15% administrative fee.

Pricing
ARUESD will pay Think Together a fee of **$99,725** to deliver the scope of work described above.

Personnel	
2 Lead Artist Instructors	$25,920
2 Supporting Teaching Artist	$25,920
Total Personnel	**$51,840**
Operating	
Curricula and Supplies	$22,277
Field Trip Experiences (2 off-site)	$12,600
Administrative Fee (15%)	$13,008
Total Operating	**$47,885**
Total Project Cost	**$99,725**

2101 East Fourth Street Suite 200B
Santa Ana, CA 92705

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Student Services (School/Dept.) VENDOR NO. 022507

Submitted by: Imee Almazan

☑ **Independent Contract** ☐ **MOU**

☑ Master Contract

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

Name of Individual/Company: Early College Outreach Parent Program

Address: 2445 Alfred Way City: San Jose State: CA Zip: 95122

Phone: (408) 230 9738 Email Address: ecoppsj@yahoo.com

SSN: _____ or Fed I.D. #: 820-71-8028

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on April 04, 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").

Early College Outreach Program will provide parent engagement in various educational programs such as ESL and technology classes for parents for any ARUSD school wanting to participate. The goal is to help ~~low income~~ first generation students and families prepare for college admissions.

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:** $4,000.00 (describe rate agreement) Not to exceed $4,000.00

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG (7221 ~~7121~~)	$AMOUNT	BUS. OFC Initials
010	0000	0	5815	00	0000	3130	000000	340	~~7121~~	MASTER	IR 3/5/24

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

February 7, 2024

ESL Services performed by:
Early College Outreach Parent Program

ESL Services Performed for:
Alum Rock Union School District

To Anna Gonzalez,

Thank you for your interest in the Early College Outreach Parent Program's innovative parental involvement programming. Increasing parents' involvement in their children's education is a cornerstone of most school reform efforts and consistent school-home communication serves a critical role in student success.

STATEMENT OF WORK

This statement of work is between Alum Rock Union School District and Early College Outreach Parent Program.

What is ESL: Everything you need to know.

ESL stands for English as a second language. It is normally taught to students whose primary language is not English with the goal of improving their English speaking, reading, writing and listening skills. Let's discuss some of the reasons and benefits of learning ESL as well as some other helpful English learning tips.

Why study ESL?

Business and career advancement

The offices for many international businesses operate as English-speaking environments to attract international talent. Learning English allows people to have the best chance at business and career success.

Communicating with friends and family

Who doesn't like meeting new people? It's one of the best things about traveling or life in general. But sometimes, there is a language barrier, and it can be difficult to communicate. So many people will study English so they can more easily communicate with new people.

Learning

Learning a second language can improve your brain! It is said that people who speak two or more languages have higher executive function, which is the ability to do problem solving, analysis and multi-tasking.

PURPOSE:

Goals of ESL
The goal of the ESL program is to develop English language proficiency using second language methodology through explicit instruction in listening, speaking, reading, and writing in all academic areas.

Description of ESL Program
English as a Second Language (ESL) is an intensive instructional program designed to develop proficiency in the comprehension, listening, speaking, reading, and writing of the English language.

Adult students at beginning to intermediate levels will greatly benefit from this step-by-step approach to English grammar basics. This is the ideal supplement to your language arts program whether your students are native English speakers or beginning English language learners. Skill-specific lessons make it easy to locate and prescribe instant reinforcement or intervention.

PERIOD OF PERFORMANCE:
The services shall commence on approval of master contract by Alum Rock Union School District board, and shall continue until of completion of services.

ACCEPTANCE OF CRITERIA
The educational services provided by Early College Outreach Parent Program will be considered complete on dates specified on the ARUSD master contract, as long as the conditions or criteria are met

PAYMENT SCHEDULE
Payment shall be made to ECOPP in the total amount of $ 4000.00 per school site upon execution of this agreement.

Alfredo Castaneda
ECOPP. Executive Director

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Student Services (School/Dept.) VENDOR NO. 017078

Submitted by: Imee Almazan

☑ **Independent Contract** ☐ **MOU**

☐ Master Contract

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

Name of Individual/Company: Rancho del Pueblo Golf Course & Driving Range

Address: 1649 Hermosilla Way City: San Jose State: CA Zip: 95116

Phone: (408) 647 0990 Email Address: chenry@ranchodelpueblo.com

SSN: _____ or Fed I.D. #: 77-0521022

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on May 18, 2024, and will diligently perform as required and complete performance by May 18, 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").
Alum Rock School District will be hosting Parent University at Rancho del Pueblo Golf. ~~Activities will include golf and life skill activities conducted by First Tee Silicon Valley.~~

4. **COMPENSATION:** District agrees to pay Contractor for services satisfactorily rendered pursuant to this Agreement. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by District within thirty (30) days after Contractor submits an invoice to District for Services actually completed or the portion of the Services for which payment is to be made. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District.

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

☑ b. **Other:** $3,000.00 (describe rate agreement) Flat Rate

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	360	5430	$3000.00	
											3/5/24

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

Rancho del Pueblo
Golf Course & Driving Range

February 29, 2024

Alum Rock School District
Contact: Imee Almazan, Director Student Services
2930 Gay Avenue
San Jose, CA 95127
Office: 408-928-6961 imee.almazan@arusd.org

Agreement for Spring Parent University

Date: Saturday, May 18, 2024
Time: Event 8:00 a.m. – 12:00 p.m.

Access: Exclusive use of the golf course and driving range 7:00 a.m. – 12:00 p.m.
Exclusive use of the clubhouse/café and short game area 7:00 a.m. – 12:00 p.m.

Cost: $3,000 ($2,650.00 for facility use and $350.00 for outside vendor access)

In addition to the $350.00 for outside vendor access ARUSD will provide the following for all vendors by one week prior to the event. (Saturday 05/11/24)

- Copy of each vendors proof of insurance
- Health Department Certificate for each vendor
- Food handlers certificates for all staff serving food for each vendor

Table and chairs – Use of any and all Rancho del Pueblo Golf Course table and chairs will be available. If more are needed, they can be rented at an additional fee or brought in from ARUSD vendor. Locked storage at the facility is limited so recommend they be brought on Saturday, 05/17/24 and set up on Saturday, 05/18/24. Any materials left outside overnight are at the risk of the ARUSD vendor. Rancho del Pueblo Golf Course will provide staff the morning of the event and after the event to assist with set up/clean up of the tables and chairs.

Rancho del Pueblo Golf Course will advise of current COVID protocols 1-week prior to the event. All parties will follow those guidelines for the safety of everyone in attendance.

Approved: _____ 3/11/24
Signature date
Imee Almazan Director of Student Service

Received: _____ Colleen Henry 02/29/24
Colleen Henry, Golf Operations Manager date
02 / 29 / 2024

408 347.0990
1649 Hermocilla Way
San Jose, CA 95116
408 347.0995

www.RanchoDelPueblo.com

Doc ID: bb72ca56face22f1564735de5309e20a3eb52541

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

PURCHASE ORDER / CONTRACT CHANGE ORDER (POCO)

P.O. No. _____ Contract No. 247138 Contract Original Amount: $760.00

Vendor Name: Yondr Inc Vendor No. 301089

Please check:

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

CONTRACTS ONLY

Change Orders:

Contracts Original Amount	$760.00
Change Order #: _____	$2,250.00
Change Order #: _____	$_____
Change Order #: _____	$_____
New Contract Total (including Change Orders)	$3,010.00

Line #	FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SUB-OBJ 00	GOAL XXXX	FCTN XXXX	COST-CNTR 000000	LOC XXX	PROG XXXX	$AMOUNT	BUS OFC
2.	060	3214	0	4300	00	1110	1000	000000	360	7393	$2,250.00	

Reason for Adjustment:
The contract increase is for $2,250.00, which is additional support for Renaissance I and Sheppard.
Thank you.

School/Dept.: State and Federal Department Requested by: Sandra Garcia

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

Sandra Garcia _____ Program Manager Director II

_____ 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.)

Yondr Inc

PO Box 677
Spokane, WA 99210 US
accountsreceivable@overyondr.com

Quote

ADDRESS
Brett Littrell
Alum Rock Union School District
San Jose, CA USA

SHIP TO
Brett Littrell
Alum Rock Union School District
San Jose, CA USA

QUOTE AT2143
DATE 03/14/2024

SALES REP
Adina Trager

	DESCRIPTION	QTY	RATE	AMOUNT
School On-Site Service	1 staff member for one day of support	1	2,250.00	2,250.00

Please send check payments to
Yondr Inc
PO Box 677
Spokane, WA 99210

For expedited mail or UPS please mail to
Yondr Inc
12500 Jefferson Blvd
Los Angeles, CA 90066

U.S. Banks
Name of account: Yondr Inc
Bank of America, N.A.
222 Broadway, New York, NY 10038
Account: 3220 0281 2387
ACH ABA: 026009593
Wire: 026009593

International Banks
Swift code BOFAUS3N
Account: 3220 0281 2387
Bank of America, N.A.
555 California St, San Francisco, CA 94104
Name of account: Yondr Inc

SUBTOTAL	2,250.00
TAX	0.00
TOTAL	**USD 2,250.00**

Accepted By

Accepted Date

Purchase Order

No. CO 247138

MERCHANDISE MUST SHOW THIS NUMBER ON INVOICES, PACKAGES AND CORRESPONDENCE.

Alum Rock Union School District

2930 Gay Ave, San Jose, CA 95127-2398
Accts Payable: 408-928-6852
Purchasing: 408-928-6838

SHIP TO: DISTRICT WAREHOUSE
2930 GAY AVE.
SAN JOSE, CA 95127

VENDOR: 301089
Phone: (201)290-9204
Fax: -
Email: ADINA@OVERYONDR.COM

TO: YONDR INC
2181 GREENWICH ST.
SAN FRANCISCO CA 94123

PO DATE	SUBMITTED BY		SITE NAME		REQ. NO.
08/25/2023	ANGELICA AGUILERA		TECH SERVICES		240936
TERMS	AUG.2023 FIRMS	FOB	BRETT LITTRELL	DELIVERY DATE	

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	STORES #
			PLEASE ENTER OUR ORDER FOR THE FOLLOWING			
01	1		*******SERVICE CONTRACT******* YONDR WILL PROVIDE SCHOOL SITE VISITS TO TRAIN STAFF ON HOW YONDR POUCHES ARE USED IN SCHOOLS AND HOW THE POUCHES CONTROL PERSONAL CELL PHONE DEVICES. TERM: 08/11/2023-06/30/2024 BOARD APPROVED AUGUST 10, 2023	760.00	760.00	000000
				Sub Total	760.00	
				Tax	0.00	
				Shipping & Handling	0.00	
				PO Total	760.00	

PO VENDOR INSTRUCTIONS

1. Invoices should be sent to Alum Rock District at the address show above
2. Above purchase order number must appear on all invoices and packing slips.
3. NOTE: District will not honor any commitment made without a purchase order
4. This purchase order can't be processed for payment until all articles are delivered, unless written permission is obtained.
5. The total amount of the purchase including tax and shipping c harges shall not exceed the amount shown by more than 10% unless written permission is obtaine from purchasing dept.
6. Make no substitutions unless specifically authorized in writing.
7. All articles must conform to all CAL-OSHA safety codes. Send all MSDS reports with orders.
8. No backorders

By Maria Martinez
AUTHORIZED SIGNATURE

VENDOR COPY

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

CONTRACTS/MOU CHECKLIST

ALL CONTRACTS MUST BE BOARD APPROVED BEFORE WORK CAN BEGIN

Checklist **must** accompany all Contracts or MOU packets. All listed items are required in order for the Purchasing Dept. to accept your packet. Incomplete packets will be returned to originator. Contracts and MOU's must be submitted 30/60 days prior to Board Meetings date.

IT * Contract Extension*

School/Department

Yondr Inc

Vendor Name

$ 2,250.00

Contract Amount

INDEPENDENT CONTRACTS/MASTER CONTRACTS, and MOU'S

- ☐ Form PUR-116 (except construction services)
  - signed by vendor, Principal or Program Manager
  - include budget code(s) and have corresponding accountant initial verifying budget
- ☐ Scopes of work on vendor's company letterhead must include:
  - description of services, cost, duration of job (term), terms & conditions
- ☐ Exhibit B-TB testing PUR-117 and Exhibit C-Finger printing PUR-118 (both signed by vendor if working around students. (**Finger printing requirements apply to virtual services**)
- ☐ Business Gifts and Conflicts of Interest Policy Notice PUR-119
- ☐ Certificate of Liability Insurance with full endorsements naming ARUSD as additional insurer (including sexual misconduct if working with students). **Cyber Insurance required for distance or virtual learning**
- ☐ Contract over $5K attach a cabinet approval form PUR-121
- ☐ Contract over $100K attach a cabinet approval form and a Board Cover
- ☐ Contracts under $100K attach a board ready memo PUR-122
- ☐ Current Company/Vendor W-9

MASTER CONTRACTS (camp contracts, DJ's, coaches) (Purchasing can check for current contracts)

- ☐ Form PUR-123 Request for Contracted Services
  - signed by Principal/Program Manager
  - include budget code(s) and have corresponding accountant initial verifying budget
  - scope of work on vendors' company letterhead

MOU'S/AGREEMENTS

MOU's are also typically used for "Public Entity's" (districts, schools, cities, counties,). If an organization is not a Public Entity an Independent Contract is needed. An MOU can be used when there's a zero cost to the District **(insure no in-kind cost such as providing a teacher, custodian, IT support, etc).**

- ☐ Form PUR-123 (completed form) include budget code(s) and have corresponding accountant initial
- ☐ Negotiated agreement (on entities letterhead)
  - description of services, duration of job(term), terms & conditions
- ☐ Exhibit B-TB testing PUR-117 and Exhibit C-Finger printing form PUR-118 (both signed by vendor if working around students) (**Finger printing requirements apply to virtual services**)
- ☐ Business Gifts and Conflicts of Interest Policy Notice PUR-119
- ☐ Certificate of Liability Insurance with full endorsements naming ARUSD as additional insurer (including sexual misconduct if working with students) **Cyber Insurance required for distance or virtual learning**
- ☐ If MOU has a cost & over $5K attach a cabinet approval form PUR-121
- ☐ If MOU has a cost & over $100K attach a cabinet approval form and submit a Board Cover
- ☐ If MOU under $100K attach a board ready memo PUR-122
- ☐ Current Company/Vendor W-9

(Approved to process) Procurement Manager_____ Date_____

12.08

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date:

Subject: **ACCEPTANCE OF MEMORANDUM(S) OF UNDERSTANDING**

Staff Analysis:
The District has received the following Memorandum(s) of Understanding as summarized on the sheet(s) dated April 4, 2024.

Recommendation:
Staff recommends acceptance of the following memorandum(s) of understanding. MOU details are on file in the Purchasing Office.

Approved by: Minh Tang M.T. Title: Procurement Manager

To the Board of Trustees: Meeting: April 4, 2024
Regular Board Meeting

Recommend Approval

12.08
Agenda Placement

Assistant Superintendent, Department of Business Services

DISPOSITION BY BOARD OF TRUSTEES

Motion by:_____ Seconded by:_____

Approved: _____ Not Approved: _____ Tabled:_____

MEMORANDUM(S) OF UNDERSTANDING

SCHOOL/ DEPARTMENT	DATE OF SERVICE	CONSULTANT NAME	COST	PURPOSE
Academic Services Barbara Campbell	05/10/24-6/30/24	Santa Clara County Office of Education	$1,100.00	SCCOE will provide ARUSD with relevant information and resources to support the process of drafting an English Learner Master Plan. SCCOE agrees to collaborate with ARUS to improve access to inclusive, equitable and high-quality education for all students. Funding: Restricted
Academic Services Emily McChristian	04/02/24-04/06/24	Santa Clara County Office of Education	No Cost	SCCOE will have Mariachi Los Gavilanes host school concerts at various ARUSD sites. Mariachi Los Gavilanes students and instructors will participate in a workshop style clinic in preparation for SCCOE's Viva el Mariachi! Showcase. Funding: General

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

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

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

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

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

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

Name of Individual/Company: Santa Clara County Office of Education (SCCOE)

Address: 1290 Ridder Park Drive City: San Jose State: CA Zip: 95131

Phone: (669) 212-4444 Email: jsimpson@sccoe.org

SSN: _____ Fed I.D. #: _____

CONTRACT TERM: start dates May 10, 2024 end date June 30, 2024

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

SCCOE will provide ARUSD with relevant information and resources to support the process of drafting an English Learner Master Plan. SCCOE agrees to collaborate with ARUSD to improve access to inclusive, equitable and high quality education for all students.

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

X a. **Fee Rate:** $_____ per _____ Not to Exceed $1,100 of services.

____ b. **Other:** $Rates: half day session is $450 & technical assistance is $110/hr.

Describe other related costs: _____

BUDGET CODE: 060-4203-0-5815-00-4760-1000-000000-305-1521 CL 3/14/24 MB 3/15/24
Accountant Initials

_____ _____
Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: 3-13-24

Director of Fiscal Services: _____ Date: 3/15/24

Asst. Supt., of Business Services: _____ Date: 3/15/24

Superintendent: _____ Date: _____

Santa Clara County Office of Education

Memorandum of Understanding
between
Santa Clara County Office of Education
and
(Alum Rock Union Elementary School District)

This Memorandum of Understanding (MOU), hereinafter referred to as the "Agreement", is between the Santa Clara County Office of Education (SCCOE) and Alum Rock Union Elementary School District (the "Agency"). SCCOE and the Agency can each be referred to as the "Party" or collectively as the "Parties" for the purpose of this Agreement.

1. Overview

This Agreement outlines the responsibilities and commitments of each Party regarding the participation in providing information and resources to support the process of drafting an English Learner Master Plan.

2. Goals

☒ Improve access to inclusive, equitable, high-quality education.
☒ Provide quality support to districts, schools, students, and communities.
☒ Be a premier service organization.

The SCCOE will work in partnership with the Agency to provide relevant information and resources to support the process of drafting an English Learner Master Plan. The SCCOE agrees to collaborate with Agency to improve access to inclusive, equitable and high quality education for all students.

3. Responsibilities

3.1. The Agency Responsibilities:

3.1.1 Agency will notify SCCOE of the specific location and start/end times for each professional learning event in advance of the event.

3.1.2 Agency will send reminders to participants prior to each professional learning session.

3.2. The SCCOE Responsibilities:

3.2.1 SCCOE will provide the facilitator for the professional learning sessions.

3.2.2. SCCOE will provide 1 Technical Assistance session which will take place virtually or in person. Specific dates and times to be determined at a later date (tentatively set for May 13, 2024).

3.2.3 SCCOE will provide electronic learning materials.

3.3. Shared Responsibilities:

3.3.1 Both Alum Rock Union Elementary School District and SCCOE team members will collaborate and maintain close communication regarding the outcomes and deliverables of the professional learning activities.

3.4. Delivery of Services and Use of Resources:

3.4.1 In the event of session cancellation(s) or rescheduling, notification must be made to SCCOE at least 10 working days prior to the training dates.

3.4.2 The half day sessions are currently scheduled for May 15, 2024 and May 29, 2024.

4. Duration of Agreement

This Agreement begins on May 10, 2024 and ends on June 30, 2024.

5. Articulation of Monies/Compensation

If there is no compensation associated with the services under this Agreement, write: There is no compensation associated with these services

5.1.1 The Agency will pay up to $1,100 to the SCCOE for two half day professional learning activities and 1 hour of technical assistance. The rate for a half day session is $450 and the hourly rate for technical assistance is $110.

5.1.2 Agency will be invoiced for professional learning services rendered.

5.1.3 Agency will remit payment to the SCCOE upon receipt of SCCOE invoice.

6. Data Sharing

The services performed under this Agreement include the sharing of non-publicly available employee or student data.

- ☒ Yes, Data Sharing agreement/form attached
- ☐ No

7. Termination

Either the Agency or the SCCOE may terminate this Agreement with or without cause upon 10 days advance written notice to the other Party.

8. Other Terms

8.1. Entire Agreement: This Agreement and its appendices and exhibits (if any) constitute the final, complete, and exclusive statement of the terms of the agreement between the Parties. It incorporates and supersedes all the agreements, covenants and understandings between the Parties concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this Agreement. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this Agreement.

8.2. Amendments: This Agreement may only be amended by a written instrument signed by the Parties.

8.3. Severability: Should any part of this Agreement between SCCOE and the Agency be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of the Agreement, which shall continue in full force and effect, provided that such remainder can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.

8.4. Third-Party Beneficiaries: This Agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the Parties.

8.5. Assignment: No assignment of this Agreement or of the rights and obligations hereunder shall be valid

without the prior written consent of the other Party.

8.6. Use of SCCOE Name and Logo for Commercial Purposes: Agency shall not use the name or logo of SCCOE or reference any endorsement from SCCOE in any manner for any purpose, without the prior express written consent of SCCOE as provided by the SCCOE's authorized representative, or designee.

8.7. Governing Law, Venue: This Agreement has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Proper venue for legal action regarding this Agreement shall be in Santa Clara County.

9. Insurance/Hold Harmless

9.1 Insurance: The SCCOE and the Agency shall maintain a certificate of insurance in the Business Office of each respective office.

9.2 Indemnification: Each Party will defend, indemnify, and hold the other Parties, their officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, employees, or agents.

10. Execution Authority

Each individual executing this Agreement on behalf of a Party represents that they are duly authorized to execute and deliver this Agreement on the entity's behalf, including, as applicable, the Governing Board, Superintendent, Board of Directors, or Executive Director. This Agreement shall not be effective or binding unless it is in writing and approved by the SCCOE's authorized representative, or authorized designee, as evidenced by their signature as set forth in this Agreement.

11. Electronic Signatures/ Signatures

Unless otherwise prohibited by law or SCCOE policy, the Parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document or other format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by SCCOE.

SCCOE:

By: _____
Signature of Authorized SCCOE Official

Name: Jessica Simpson, Ed. S

Title: Director

Date: _____

Address: 1290 Ridder Park Drive

***(Alum Rock Union School District)*:**

By: _____
Signature of Authorized Agency Official

Name: Dr. Hilaria Bauer

Title: Superintendent

Date: _____

Address: 2930 Gay Avenue

	San Jose, CA 95131		San Jose, CA 95127
	Santa Clara County		Office of Education
Phone:	669-212-4444	Phone:	408-928-6800
Email:	jsimpson@sccoe.org	Email:	Hilaria.bauer@arusd.org

For Contracts Office/Risk Management use only:

RM#:

Date: Signature:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

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

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

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

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

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

Name of Individual/Company: Santa Clara County Office of Education (SCCOE)

Address: 1290 Ridder Park Drive City: San Jose State: CA Zip: 95131

Phone: (408) 453-6645 Email: dgorgulho@sccoe.org

SSN: _____ Fed I.D. #: _____

CONTRACT TERM: start dates April 2, 2024 end date April 6, 2024

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

SCCOE will have Mariachi Los Gavilanes host school concerts at the following sites: Cassell Elementary, Ryan STEAM Academy, Adelante Academy, Dorsa Elementary, Sheppard Middle School, Renaissance Academy at Mathson, Cesar Chavez Early Learning Center, and Renaissance Academy at Fischer. Mariachi Los Gavilanes students and instructors will participate in a workshop style clinic for and with students of Alum Rock's Mariachi Tradicional in preparation for the SCCOE's 2024 ¡Viva el mariachi! showcase.

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

____ a. **Fee Rate:** $_____ per _____ Not to Exceed _____ of services.

__X__ b. **Other:** $ No Cost

Describe other related costs: _____

BUDGET CODE: 010-0000-0-5815-00-1110-1000-000000-305-7221 (310) — 3/26/22 Accountant Initials

_____ Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: 3.26.2024

Director of Fiscal Services: _____ Date: 3/26/24

Asst. Supt., of Business Services: _____ Date: 3/26/24

Superintendent: _____ Date: _____

Santa Clara County Office of Education

Memorandum of Understanding
between
Santa Clara County Office of Education
and
Alum Rock Union School District

This Memorandum of Understanding (MOU), hereinafter referred to as the "Agreement", is between the Santa Clara County Office of Education (SCCOE) and Alum Rock Union School District (the "Agency"). SCCOE and the Agency can each be referred to as the "Party" or collectively as the "Parties" for the purpose of this Agreement.

1. Overview

This Agreement outlines the responsibilities and commitments of each Party regarding the participation in the Santa Clara County Office of Education 2024 ¡Viva el mariachi! Showcase and Mariachi Education Tour of Santa Clara County Schools .

2. Goals

☒ Improve access to inclusive, equitable, high-quality education.
☒ Provide quality support to districts, schools, students, and communities.
☒ Be a premier service organization.

The students of Mariachi Los Gavilanes and mariachi directors will be able to work with local mariachi students and their teachers in preparation for the mariachi showcase on April 2-4, 2024. They may also perform at various school sites in the Alum Rock Union School District. The Activities will culminate in the *¡Viva el mariachi!* Showcase on Thursday, April 4, 2024, at the Mexican Heritage Plaza in San Jose, showcasing the performances of youth mariachi and ballet folklorico groups from Santa Clara County Schools.

3. Responsibilities

3.1. The Agency Responsibilities:

3.1.1 The Agency authorizes their district administrators and selected Alum Rock Union School District student groups to participate in the 2024 Mariachi Education Tour of local Santa Clara County Schools on April 2-4, 2024.

3.1.2 The Agency recognizes that the student groups from their district's schools submitted an application to perform at the 2024 *¡Viva el mariachi!* Showcase at the Mexican Heritage Plaza on April 4, 2024, and the following groups have been selected for the performance roster: ARUSD Mariachi.

3.1.3 The Agency's school groups will be responsible for arranging the necessary numbers of chaperones and transportation to the Mexican Heritage Plaza on April 4, 2024. Students must be supervised at all times during this event. The school must follow protocol for student travel.

3.1.4 Spaces will be provided for the student group(s) to store cases and for staging purposes before students go on stage to perform. The school should limit the number of items to be stored and have a system for arranging it in the most efficient way possible while in the green room.

3.1.5 The Agency shall complete the Santa Clara County Office of Education Media Releases and School

Permission Slip Forms as required by both the Santa Clara County Office of Education and the district protocols.

3.1.6 The Agency will provide space and sound support at the school sites within the district that request participation in the workshop clinic or performance on mariachi style and technique with Mariachi Los Gavilanes.

3.2. The SCCOE Responsibilities:

3.2.1 Santa Clara County Office of Education will provide the venue and rehearsal space for the *¡Viva el mariachi!* Showcase on Thursday, April 4, 2024 at the Mexican Heritage Plaza. Dinner will be provided to the students and adults in the Agency's selected school groups.

3.2.2 Santa Clara County Office of Education will act as a liaison to coordinate in-school performances at any interested school within the Agency's district of the youth group Mariachi Los Gavilanes from Clark County School District in Las Vegas, the headlining group of the 2024 *¡Viva el mariachi!* Showcase on April 4, 2024. Lunch for Mariachi Los Gavilanes will be provided by Santa Clara County Office of Education to be served on an Agency school site.

3.2.3 Santa Clara County Office of Education will develop a schedule of school performances. Santa Clara County Office of Education will also create protocols and procedures to ensure the safety and smooth execution of the *¡Viva el mariachi!* Showcase by creating a Run of Show for the concert and dress rehearsal, a concert order, assign green rooms and have an appropriate level of supervision of the general public at the venue.

3.2.4 Santa Clara County Office of Education will provide tickets free of charge to each attendee and will share that information with schools and their communities.

3.2.5 Santa Clara County Office of Education will coordinate with Mariachi Los Gavilanes and Adelante I Academy within the district that requested participation in a clinic on mariachi style and technique based on the Alum Rock Union School District repertoire.

3.3. Shared Responsibilities:

3.3.1 Santa Clara County Office of Education and the Agency will maintain communication around the needs of the schools and the tour group Mariachi Los Gavilanes from Clark County School District in Las Vegas and their directors.

3.3.2 Santa Clara County Office of Education and the Agency will ensure the safety of students and staff and have protocols in place to address any issues, concerns, or emergencies.

3.3.3 The Agency will coordinate with the Santa Clara County Office of Education to provide a staging area for performing as well as a separate space for case storage for school performances.

3.4. Delivery of Services and Use of Resources:

3.4.1 The workshop-style clinic on mariachi style and technique will be taking place at Adelante I Academy. This workshop will take place on April 2, 2024 from 4:00 p.m. to 7:00 p.m.

3.4.2 The following schools within the Agency's district has requested a school performance from the youth group Mariachi Los Gavilanes: Cassell Elementary School, Ryan STEAM Academy, Adelante I Academy, Dorsa Elementary, Shepperd Middle School, Renaissance Academy at Mathson, Cesar Chavez Early Learning Center, Renaissance Academy at Fischer. Mariachi Los Gavilanes will perform at the school(s) within the following timeframe on April 2-4, 2024, during the school day. The final schedule

will be confirmed two weeks from the Alum Rock Union School District tour date.

3.4.3 On April 4, 2024, at the Mexican Heritage Plaza, the Agency's selected school groups will participate in the performance dress rehearsal and sound check from 2:00 p.m. to 5:00 p.m. The school groups should be at the Mexican Heritage Plaza from 2:00 p.m. until after their respective performances or the end of the event.

4. Duration of Agreement

This Agreement begins on April 2, 2024, and ends on April 6, 2024.

5. Articulation of Monies/Compensation

There is no compensation associated with these services.

6. Data Sharing

The services performed under this Agreement include the sharing of non-publicly available employee or student data.

☐ Yes, Data Sharing agreement/form attached

☒ No

7. Termination

Either the Agency or the SCCOE may terminate this Agreement with or without cause upon 30 days advance written notice to the other Party.

8. Other Terms

8.1. Entire Agreement: This Agreement and its appendices and exhibits (if any) constitute the final, complete, and exclusive statement of the terms of the agreement between the Parties. It incorporates and supersedes all the agreements, covenants and understandings between the Parties concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this Agreement. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this Agreement.

8.2. Amendments: This Agreement may only be amended by a written instrument signed by the Parties.

8.3. Severability: Should any part of this Agreement between SCCOE and the Agency be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of the Agreement, which shall continue in full force and effect, provided that such remainder can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.

8.4. Third-Party Beneficiaries: This Agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the Parties.

8.5. Assignment: No assignment of this Agreement or of the rights and obligations hereunder shall be valid without the prior written consent of the other Party.

8.6. Use of SCCOE Name and Logo for Commercial Purposes: Agency shall not use the name or logo of SCCOE or reference any endorsement from SCCOE in any manner for any purpose, without the prior express written consent of SCCOE as provided by the SCCOE's authorized representative, or designee.

8.7. Governing Law, Venue: This Agreement has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Proper venue for legal action regarding this Agreement shall be in Santa Clara County.

9. Insurance/Hold Harmless

9.1 Insurance: The SCCOE and the Agency shall maintain a certificate of insurance in the Business Office of each respective office.

9.2 Indemnification: Each Party will defend, indemnify, and hold the other Parties, their officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, employees, or agents.

10. Execution Authority

Each individual executing this Agreement on behalf of a Party represents that they are duly authorized to execute and deliver this Agreement on the entity's behalf, including, as applicable, the Governing Board, Superintendent, Board of Directors, or Executive Director. This Agreement shall not be effective or binding unless it is in writing and approved by the SCCOE's authorized representative, or authorized designee, as evidenced by their signature as set forth in this Agreement.

11. Electronic Signatures/ Signatures

Unless otherwise prohibited by law or SCCOE policy, the Parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document or other format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by SCCOE.

Santa Clara County Office of Education

SCCOE:

By: _____
Signature of Authorized SCCOE Official

Name: Deborah Gorgulho Ed.D.

Title: Assistant Superintendent – Educational Progress

Date: _____

Address: 1290 Ridder Park Dr
San Jose, CA 95131

Phone: (408) 453-6645

Email: dgorgulho@sccoe.org

Alum Rock Union School District:

By: _____
Signature of Authorized Agency Official

Name: Dr. Imee Almazan

Title: Interim Superintendent

Date: March 26, 2024

Address: 2930 Gay Avenue
San Jose, CA 95127

Phone: (408) 928-6822

Email: Imee.almazan@arusd.org

For Contracts Office/Risk Management use only:

RM#: _____

Date: _____

Signature: _____

Mariachi Los Gavilanes ARUSD Schedule April 2-4, 2024

Tuesday, April 2, 2024	Time	Notes
Drop off Sylvia Cassell Elementary School	8:40	Perform 9:15-9:45
Pick Up Sylvia Cassell Elementary School	9:50	
Drop off Ryan STEAM Academy	10:00	Perform 10:20 -10:50
Pick up Ryan STEAM Academy	10:55	
Drop Off Adelante I Academy	1:50	Perform: 2:05-2:35
Dinner	**4:00**	**SCCOE provided at Adelante for all mariachi**
Clinic and prepare with ARUSD Mariachi for performance at Mexican Heritage Plaza on 04/04/24		
Pick up Adelante I Academy	7:15	
Wednesday, April 3, 2024	**Time**	**Notes**
Drop off Anthony Dorsa Elementary School	12:45	Perform 1:10-1:40
Pick up Anthony Dorsa Elementary School	1:50	
Drop off William Shepherd Middle School	2:05	Perform 2:30-3:00
Pick up William Shepherd Middle School	3:15	
Thursday, April 4, 2024	**Time**	**Notes**
Drop off Renaissance Academy at Matheson	8:45	Perform 9:15-9:45
Pick Up Renaissance Academy at Matheson	9:55	Park at Matheson/Walk across for Chavez
Drop off Cesar Chavez Early Learning Center	10:00	Perform 10:15-10:45
Pick up Chavez	10:55	
Renaissance Academy at Fischer	11:15	Perform11:30-12:00
Pick up Renaissance Academy at Fischer	12:05	

12.09

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: **March 22, 2024**

Subject: **Resolution No. 46-23/24**
National Environmental Education Week – April 21-27, 2024

Staff Analysis: National Environmental Education Week (EE Week), the nation's largest environmental education event held each year the week before Earth Day, inspires environmental learning and stewardship among K-12 students. The goal is to give students a greater understanding of the environment and gain the skills necessary to solve environmental crises impacting our planet. This year the National Environmental Education Week will be held April 21-27.

Recommendation: Staff recommends the Board of Trustees approve **Resolution No. 46-23/24,** National Environmental Education Week, as submitted.

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

To the Board of Trustees:

Recommend Approval

12.09

Agenda Placement

Meeting: April 4, 2024
Regular Board Meeting

Barbara Campbell

Barbara Campbell, Assistant Superintendent
Instructional Services

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Resolution No. 46-23/24
PROCLAIMING April 21-27, 2024
"NATIONAL ENVIRONMENTAL EDUCATION WEEK"

WHEREAS, April 21-27 is National Environmental Education Week - the nation's largest celebration of environmental education; and,

WHEREAS, National Environmental Education Week brings together educators, students, government agencies, businesses, communities, non-profit organizations, and others to inspire and promote environmental learning and stewardship of land, air, and water; and,

WHEREAS, the more we understand our connection to the environment, the more the possibilities to influence how those connections impact our health and our planet. Collectively, our small, individual actions add up to a big difference; and,

WHEREAS, environmental education offers countless opportunities to improve lives, protect the environment, and prepare all Americans to address critical environmental challenges ahead; and,

WHEREAS, in support of environmental education, the Alum Rock Union Elementary School District offers outdoor education, gardening programs, STEAM initiatives, and other outdoor learning opportunities to deepen student learning about our environment; and,

NOW, THEREFORE, BE IT RESOLVED, that the Alum Rock Union Elementary School District does hereby adopt this resolution to honor National Environmental Education Week and the commitment to inspire and promote environmental learning and stewardship of land, air, and water.

PASSED AND ADOPTED this 4th day of April, 2024, by the Board of Trustees of the Alum Rock Union School District, County of Santa Clara, State of California.

Ayes_____ Noes_____ Absent_____ Abstain_____

Board of Trustees:

Corina Herrera-Loera, President _____

Andrés Quintero, Vice-President _____

Andrea Flores Shelton, Clerk _____

Linda Chavez, Member _____

Minh Pham, Member _____

I HEREBY CERTIFY that the foregoing resolution was duly and regularly introduced, passed, and adopted by the members of the Board of Trustees of the Alum Rock Union Elementary School District at a public meeting of said Board held on April 4, 2024.

_____ _____

Imee Almazan, Ed.D., Interim Superintendent Date

12.10

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: **March 22, 2024**

Subject: **Resolution No. 47-23/24**
Asian American and Pacific Islander Heritage Month – May 2024

Staff Analysis: Alum Rock Union School District joins with the California State Board of Education in proclaiming the month of May, 2024, as *"Asian American and Pacific Islander Heritage Month"* and encourages all educational communities to commemorate this occasion with appropriate instructional activities.

Recommendation: Staff recommends the Board of Trustees approve **Resolution No. 47-23/24,** Asian American and Pacific Islander Heritage Month, as submitted.

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

To the Board of Trustees:

Meeting: April 4, 2024
Regular Board Meeting

Recommend Approval

12.10
Agenda Placement

Barbara Campbell, Assistant Superintendent
Instructional Services

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Resolution No.47-23/24
PROCLAIMING MAY, 2024
"ASIAN AMERICAN AND PACIFIC ISLANDER HERITAGE MONTH"

WHEREAS, the State of California is home to more than 700,000 students of Asian and Pacific Islander descent, kindergarten through grade twelve;

WHEREAS, these students reflect the great diversity of culture and heritage of the many countries of Asia and the Pacific Islands;

WHEREAS, despite the hardships and barriers of the past, the people of Asia and the Pacific Islands who came to this country and their descendants have made substantial contributions to California's economic growth and development and have woven clear, distinct threads into the state's social fabric;

WHEREAS, the Alum Rock Union School District and the California State Board of Education recognize in its *Policy Statement on Multicultural Education* that each student needs an opportunity to understand the common humanity underlying all people; to develop pride in his or her own identity and heritage; and to understand, respect, and accept the identity and heritage of others;

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

WHEREAS, *"Asian American and Pacific Islander Heritage Month"* is celebrated annually at the local, state, and national levels;

NOW, THEREFORE, BE IT RESOLVED, that the Alum Rock Union School District joins with the California State Board of Education in proclaiming the month of May, 2024, as *"Asian American and Pacific Islander Heritage Month"* and encourages all educational communities to commemorate this occasion with appropriate instructional activities; and be it further

PASSED AND ADOPTED this 4th day of April, 2024, by the Board of Trustees of the Alum Rock Union School District, County of Santa Clara, State of California.

Ayes_____ Noes_____ Absent_____ Abstain_____

Board of Trustees:

Corina Herrera-Loera, President _____

Andrés Quintero, Vice-President _____

Andrea Flores Shelton, Clerk _____

Linda Chavez, Member _____

Minh Pham, Member _____

I HEREBY CERTIFY that the foregoing resolution was duly and regularly introduced, passed, and adopted by the members of the Board of Trustees of the Alum Rock Union Elementary School District at a public meeting of said Board held on April 4, 2024.

_____ _____

Imee Almazan, Ed.D., Interim Superintendent Date

12.11

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: **March 22, 2024**

Subject: **Resolution No. 49-23/24**
Cinco de Mayo – May 5, 2024

Staff Analysis: Alum Rock Union School District joins with all other educational agencies, governmental bodies, and community organizations in proclaiming and designating May 5 as *Cinco de Mayo,* and encourages all educational communities to commemorate this time with appropriate instructional activities.

Recommendation: Staff recommends the Board of Trustees approve **Resolution No. 49-23/24,** *Cinco de Mayo,* as submitted.

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

To the Board of Trustees:

Recommend Approval

12.11
Agenda Placement

Meeting: April 4, 2024
Regular Board Meeting

Barbara Campbell
Barbara Campbell, Assistant Superintendent
Instructional Services

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Resolution No. 49-23/24
PROCLAIMING MAY 5, 2024
"CINCO DE MAYO"

WHEREAS, the entire southwestern section of the United States of America, including California, has cultural roots in Mexico; and

WHEREAS, over thirty-seven percent of the population of California is of Hispanic ancestry; and

WHEREAS, many persons of Hispanic ancestry have become world famous in many fields, including politics, labor, religion, education, science, music, art, entertainment, athletics, and scores of other activities; and

WHEREAS, the customs, traditions, and national holidays of Mexico are part of the culture of people whose ancestry is Hispanic; and

WHEREAS, Cinco de Mayo is a significant celebration in Mexico and throughout the southwestern United States and California which commemorates the battle of May 5, 1862 at Puebla, Mexico where the Mexican armed forces led by General Ignacio Zaragoza, were victorious in driving from Mexican soil the expeditionary forces of Napoleon;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of the Alum Rock Union Elementary School District joins with all other educational agencies, governmental bodies, and community organizations in proclaiming and designating May 5 as *Cinco de Mayo*, and encourages all educational communities to commemorate this time with appropriate instructional activities.

PASSED AND ADOPTED this 4th day of April, 2024, by the Board of Trustees of the Alum Rock Union School District, County of Santa Clara, State of California.

Ayes_____ Noes_____ Absent_____ Abstain_____

Board of Trustees:

Corina Herrera-Loera, President _____

Andrés Quintero, Vice-President _____

Andrea Flores Shelton, Clerk _____

Linda Chavez, Member _____

Minh Pham, Member _____

I HEREBY CERTIFY that the foregoing resolution was duly and regularly introduced, passed, and adopted by the members of the Board of Trustees of the Alum Rock Union Elementary School District at a public meeting of said Board held on April 4, 2024.

_____ _____

Imee Almazan, Ed.D., Interim Superintendent Date

12.12

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: March 27, 2024

Subject: Terminate Independent Contractor Agreement for Negotiations and Job Classifications Studies with Jess Serna per Contract Terms (30 Days Notice).

Submitted by: Imee Almazan Ed.D. Title: Interim Superintendent

To the Board of Trustees: Meeting: April 4, 2024
Regular Board Meeting

Recommend Approval

12.12
Agenda Placement

Imee Almazan, Ed.D., Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by:_____ Seconded by:_____

Approved: _____ Not Approved: _____ Tabled:_____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Superintendent's Office (School/Dept.) VENDOR NO. 22628

Submitted by: Dr. Hilaria Bauer

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

Name of Individual/Company: Jess Serna

Address: 1203 West Monterey Avenue City: Stockton State: CA Zip: 95204

Phone: (209) 467-7094 Email Address: _____

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date July 1, 2023 end date June 30, 2024

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

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

Professional Services in negotiations with all Bargaining Units.

Lead bargaining negotiator for TEAMSTERS and AREA, Third chair in negotiations with CSEA.

Conduct job classification study for several TEAMSTERS positions.

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

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

X b. **Other:** $800.00/day (describe rate agreement) for Negotiations and Job Classification studies plus $300.00 per day for travel allowance

5 **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS OFC Initials
010	0000	0	5815	00	0000	7200	000000	600	7700	$70,000.00	

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

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

Contract Between Alum Rock Union Elementary School District and Jess Serna, Retired Annuitant

This contract is between Jess Serna (hereinafter called the "Retired Annuitant") having an office at 1203 W. Monterey Ave., Stockton, California and the Alum Rock Union Elementary School District (hereinafter referred to as Owner or District), having an office at 2930 Gay Avenue, San Jose, CA 95127 California.

Whereas, the District has determined that the service of the Retired Annuitant herein specified are deemed necessary, desirable and in the best interests of the District.

Whereas, the Retired Annuitant represents that he is duly qualified and able to render the services as hereinafter described;

Now, therefore, in consideration of aforesaid premises, the parties mutually agree as follows:

1. Amendment: No amendment or modification of the contract shall be deemed effective unless and until it is executed in writing by the parties hereto. The only officer with authority to execute an amendment to this contract is the Retired Annuitant and the District's Governing Board or designee.

2. Applicable law, Jurisdiction and Venue: This contract shall be construed and interpreted according to the laws of the State of California.

3. Assignments: The Retired Annuitant shall neither assign transfer no.: delegate any rights, obligations or duties under the contract without prior written consent of the District.

4. Attorney Fees: The parties agree that in the event of a dispute, each party will bear its own cost of litigation and attorney's fees.

5. Compliance with Applicable Laws: Retired Annuitant and District shall comply with all applicable statutes, laws, ordinances, codes, order rules, regulations, proclamations, and other governmental requirements, all the aforementioned provisions are incorporated by reference.

6. Compliance with District Regulations: Retired Annuitant and District shall comply with all District policies and regulations.

7. Contract Term: This contract shall become effective as of July 1, 2023 and shall continue in full force and effect until June 30, 2024 unless terminated by the Retired Annuitant or District upon giving 30 day written notice.

8. Entire Agreement: This contract constitutes the entire agreement between the parties.

9. Fee Schedule: The District shall pay Retired Annuitant a daily rate of $800 for work completed under this agreement and a daily mileage and travel allowance of $300.00 per day while in work status. Payment shall be made via the accounts payable processes. The daily rate is based on a 7.5 hour work day at a hourly rate of $106.67 and partial days will be paid at the rate of $53.34 per hour. Retired Annuitant shall submit a timesheet for each day for which fees/compensation is sought detailing the date the work was performed, a reasonable description of the tasks performed, and the amount of time spent on the task in 1/10th of an hour increments.

10. Expense Reimbursement: The District shall reimburse Retired Annuitant for reasonable per diem expenses in accordance with the District's policies in performing services under this agreement. District also shall reimburse Retired Annuitant for costs of meals and lodging as authorized by District when travel is required to attend meetings and conferences.

11. Notices: Any notice required to be given under this contract shall be sent by certified mail to the parties at the following addresses:

Tot Alum Rock Union Elementary School
District Dr. Hilaria Bauer, superintendent
2930 Gay Avenue
San Jose, CA 95127

To:', Jess Serna
1203 W. Monterey Ave
Stockton, CA 95204
(209) 993-4587

12. Relationship: The parties agree that the Retired Annuitant is an employee classified as a retired annuitant. The Retired Annuitant and District shall be responsible for their respective statutory payroll related costs. The Retired Annuitant shall not participate in group insurance plans which may be available to employees of the District, participation in the public employees retirement system, accumulation of vacation or sick leave.

13. Reporting: The Retired Annuitant shall report directly to the District Superintendent or designee.

14. Scope of Work: The Retired Annuitant shall perform services in the area of school district human resources. All work shall be done in a good and workmanlike manner in accordance with industry standards.

15. Work Schedule: It is understood that due to the fluid nature and the demands of the District the Retired Annuitant's work schedule may vary. A flexible workweek averaging two (2) to three (3) days per week is anticipated by both parties.

16. Work Space: District shall provide Retired Annuitant with suitable workspace and access to the District's office equipment, network, internet, and financial systems.

ALUM ROCK UNION SCHOOL DISTRICT

By
Printed Name: Dr. Hilaria Bauer
Title: Superintendent

Date:

RETIRED ANNUITANT - JESS SERNA

Date:

By
Printed Name: Jess Serna Retired
Title: Human Resources Consultant

12.13

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: March 27, 2024

Subject: Current Enrollment.

Submitted by: Imee Almazan Ed.D. Title: Interim Superintendent

To the Board of Trustees: Meeting: April 4, 2024
Regular Board Meeting

Information Only

12.13
Agenda Placement

Imee Almazan, Ed.D., Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by:_____ Seconded by:_____

Approved: _____ Not Approved: _____ Tabled:_____

Master Enrollment

as of Mar 22, 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	61	55	62	45	52	32	**492**	0	492	0	492
Adelante 2 K-8	5	15	46	41	42	47	42	41	31	15	18	**343**	0	343	0	343
Aptitud K-8	0	14	31	29	41	45	45	53	49	53	46	**406**	7	413	0	413
Cassell ES	4	16	26	36	48	39	40	41	0	0	0	**250**	14	264	0	264
Chavez ELC	8	17	30	0	0	0	0	0	0	0	0	**55**	0	55	21	76
Cureton ES	0	11	33	37	38	41	37	53	0	0	0	**250**	20	270	0	270
Dorsa ES	1	18	26	39	44	50	55	46	0	0	0	**279**	22	301	0	301
Hubbard K-8	2	19	45	36	40	48	46	42	63	49	53	**443**	0	443	10	453
Linda Vista ES	5	16	60	72	68	74	62	80	0	0	0	**437**	23	460	11	471
LUCHA ES	3	15	25	32	40	42	50	39	0	0	0	**246**	0	246	0	246
Lyndale ES	5	17	24	51	46	42	35	46	0	0	0	**266**	22	288	28	316
McCollam ES	5	19	52	55	57	55	67	60	0	0	0	**370**	38	408	0	408
Meyer ES	8	12	38	32	38	30	45	41	0	0	0	**244**	22	266	11	277
Painter ES	4	27	59	47	52	53	48	36	0	0	0	**326**	0	326	0	326
Russo McEntee ES	7	13	46	43	42	48	55	46	0	0	0	**300**	29	329	0	329
Ryan ES	5	18	39	29	44	45	51	39	0	0	0	**270**	14	284	0	284
San Antonio ES	8	5	41	61	49	47	66	74	0	0	0	**351**	11	362	0	362
George MS	0	0	0	0	0	0	0	0	102	141	119	**362**	0	362	0	362
Ocala MS	0	0	0	0	0	0	0	0	137	138	127	**402**	10	412	0	412
Renaissance 1 MS	0	0	0	0	0	0	0	0	118	114	129	**361**	14	375	0	375
Renaissance 2 MS	0	0	0	0	0	0	0	0	97	103	118	**318**	8	326	0	326
Sheppard MS	0	0	0	0	0	0	0	0	154	161	162	**477**	8	485	0	485
Home/Hosp	0	0	0	0	0	1	0	0	1	1	1	**4**	0	4	0	4
	74	**271**	**677**	**693**	**742**	**768**	**799**	**799**	**797**	**827**	**805**	**7252**	**262**	**7514**	**81**	**7595**