ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

BOARD OF TRUSTEES

Regular Board Meeting
May 9, 2024

Thursday, May 9, 2024
REGULAR BOARD MEETING AGENDA

Type: REGULAR BOARD MEETING AGENDA
Time: 5:30 p.m.
Code: Regular #18-23/24

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/81946981896
Webinar ID: 819 4698 1896
Or One tap mobile:
+16699006833, 81946981896# 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limited to, an announcement that an agenda item will be considered out of order, that consideration of an item has been withdrawn, postponed, rescheduled or removed from the Consent Calendar for separate discussion and possible action.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 - ARUESD 2024 Classified Employees of the Year.

3.02 Special Recognition Teacher of the Year.

3.03 Presentation Spring Break Camp.

4. COMMENTS AND COMMUNICATION

4.01 Teamsters.

4.02 California School Employee's Association (CSEA).

4.03 Alum Rock Educator's Association (AREA).

4.04 Alum Rock Administrator's Association (ARAA).

4.05 Interim Superintendent.

4.06 Board of Trustees/Communications/Comments.

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

5.01 PUBLIC HEARING. Teamsters Local 150 Initial Bargaining Proposal to Open Negotiations with the Alum Rock Union Elementary School District for the period of July 1, 2024 - June 30, 2025.

5.02 PUBLIC HEARING. District's Initial Bargaining Proposal to Open Negotiations with the Teamsters Local 150 for the period of July 1, 2024 - June 30, 2025.

5.03 PUBLIC HEARING. CSEA Chapter 305 Initial Bargaining Proposal to Open Negotiations with the Alum Rock Union Elementary School District for the period of July 1, 2024 - June 30, 2025.

5.04 PUBLIC HEARING. District's Initial Bargaining Proposal to Open Negotiations with the CSEA Chapter 305 for the period of July 1, 2024 - June 30, 2025.

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

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

6.02 Approve Purpose and Goals of Board Budget Committee (First Reading – No Action).

6.03 Information/Action: Superintendent search update RFP-no. 2324-Sup02.

7. 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.)

7.01 Resolution No. 57-23/24 Authorizing the Issuance and Sale of General Obligation Bonds, 2016 Election, Series B in the Principal Amount of not to Exceed $40,000,000, Authorizing the Execution and Delivery of a Related Official Statement and Bond Purchase Agreement and Approving Documents and Official Actions Relating Thereto.

7.02 Approve Resolution No. 60-23/24, A Resolution of the Board of Supervisors of the County of Santa Clara, State of California, Awarding the Sale of General Obligation Bonds in the Name and On Behalf of the Alum Rock Union Elementary School District in the Aggregate Principal Amount of Not To Exceed $40,000,000, and Approving Related Matters and Official Actions.

7.03 Approve Amendment No.1 for the extension of B2223-Bonds28, original contract BD 238040, with Sixth Dimension Inc, for Portable Classroom at Adelante I and Aptitud, this extension would be for an increase in the amount of $40,512.00 and an additional 6 (six) months, from December 31, 2023 through June 30, 2024.

7.04 Approve Amendment No.1 for the extension of B2223-Bonds29, original contract BD 238039, original contract BD 238039, with Sixth Dimension Inc, this extension would be for an increase in the amount of $132,373.00 and an additional 18 (eighteen) months, from December 31, 2023, through June 30, 2025.

7.05 Informational Update for Workforce Housing Project and Board Direction for Entitlement Phase.

8. BUSINESS--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 Update on the Comprehensive Budget Solution Plan.

8.02 Approve Resolution 58-23/24 Resolution of the Board of Education of Alum Rock Union Elementary School District Declaring Membership in the Northern California Regional Liability Excess Fund (NCR) Joint Powers Authority for Property and Liability and Declares Membership in the Protective Insurance Program for Schools and Community Colleges (PIPS) Joint Powers Authority for Worker's Compensation.

8.03 Approve Resolution 53-23/24 Authorization to Participate in the Lower Emission School Bus Program.

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 Quarterly Report on Williams Uniform Complaints.

9.02 School Sponsored Field Trip List.

9.03 Community Schools Update.

9.04 Approve Out of State Travel, Elementary Constructing Meaning Leadership Seminar, Salem, Oregon for Alecia Myers-Kelley (Sylvia Cassell), Tiffany Domingo (Sylvia Cassell), Kelly Joyce (Sylvia Cassell), Jennifer Alderette (Academic Services). Estimated cost to attend conference and all travel expenses totals $18,000.00.

9.05 Approve Out of State Travel, MS Constructing Meaning Leadership Seminar, Salem, Oregon for Jillian Costa, Cristina Bustamante, Maria-Elena Ruiz, Beth Ernest, Maria Thomas, Manny Villalpando. Estimated cost to attend conference and all travel expenses totals $30,793.00.

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

10.01 Resignations (Information Only).

10.02 Approve Resolution # 54-23/24 Classified School Employees Week, May 19-25, 2024.

10.03 Approve Resolution No. 55-23/24 Reducing/Laying Off Classified Employees Due to Lack of Work and/or Lack of Funds.

10.04 Receive Teamsters Local 150 Initial Bargaining Proposal to Open Negotiations with the Alum Rock Union Elementary School District for the period of July 1, 2024 to June 30, 2025.

10.05 Adopt the District's Initial Bargaining Proposal to Open Negotiations with Teamsters Local 150 for the period of July 1, 2024 to June 30, 2025.

10.06 Receive CSEA Chapter 305 Initial Bargaining Proposal to Open Negotiations with the Alum Rock Union Elementary School District for the period of July 1, 2024 to June 30, 2025.

10.07 Adopt the District's Initial Bargaining Proposal to Open Negotiations with CSEA Chapter 305 for the period of July 1, 2024 to June 30, 2025.

10.08 Approve Declaration of Need For Fully Qualified Educators for 2024/2025.

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 the Bay Alarm Company Contract for the 2023/2024 SY. This contract entails round-the-clock security patrols, spanning seven days a week from 10PM to 6AM, including weekends and holidays, covering both mobile and

foot patrols throughout the entire facilities district. Submitted by MOT, $170,000.00 dollars.

11.02 Approve the Assessment Resources, Inc. Contract for the 2024/2025 SY. This contract will conduct psycho-educational evaluations for students requiring initial or triennial evaluations at several sites within Alum Rock Union School District. Submitted by Special Education, $150,000.00 dollars.

11.03 Approve the Devine Intervention Services Contract for the 2024/2025 SY. This contract offers Mental Health services and behavior clinical support tailored to the IEP needs of special education TK-5th grade students in the Alum Rock District. Submitted by Special Education, $206,640.00 dollars.

11.04 Approve the Lozano Smith, LLP for the 2024/2025 SY. This contract involves counseling on special education matters to ensure compliance, with the attorney providing consultation and assistance to staff in crafting legally sound Individualized Educational Programs aligned with the latest information on special education law. Submitted by Special Education, $125,000.00 dollars.

11.05 Approve the Sunbelt Staffing, LLC for the 2024/2025 SY. This contract entails delivering mental health behavioral and counseling support to special education students and programs within the district, with Behavior Technicians aiding students and teachers across multiple sites within the district. Submitted by Special Education, $306,375.00 dollars.

11.06 Approve the CDW LLC for the 2023/2024 SY. This contract allows for the purchase of 2,000 Chromebooks to bring all students across the district up to the latest technology. Submitted by Technology Services Department, $689,937.50 dollars.

11.07 Approve the Curriculum Associates, LLC for the 2024/2025 SY. This contract Will provide ELA and Mathematics standards-aligned lessons, progress monitoring, and benchmark assessments. Submitted by Academic Services, $589,965.48 dollars.

11.08 Approve the Model 1 Commercial Vehicles Contract for the 2023/2024 SY. This contract will allow the purchase of two (2) Magellan Type A W/C school buses. Submitted by Transportation, $259,244.66 dollars.

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

12.01 Approve the Glen Price Group contract for the 2023/2024 SY. This contract offers thought partnership, planning support, and event participation to assist ARUSD in implementing its community schools initiative. Submitted by Social Emotional Learning; original approved contract was in the amount of $99,952.00. A new increase request of $10,000 and term date extension to 06/30/2024 to pay for final 2023/2024 invoices. The total contract amount for the 2023/2024 SY is in the amount of $109,952.00 dollars.

12.02 Approve the Lifeline Sales Corp. (DBA: Pacific Rim Produce) contract for the 2023/2024 SY. This contract will continue the produce purchases in order to provide and meet the CDE meal services for the completion of Fiscal Year 2023-24. Submitted by Child Nutrition Services; original approved contract was in the amount of $300,000.00 with an increase of $28,500.00 for a total contract amount of $328,500.00. A new increase request of $200,000.00 is to pay for final 2023/2024 invoices. The total contact amount for the 2023/2024 SY is in the amount of $528,500.00 dollars.

12.03 Approve the The Stepping Stone contract for the 2023/2024 SY. This contract will provide counseling support to special education students within ARUSD. Submitted by Special Education; original approved contract was in the amount of $500,000.00. A new increase request of $500,000.00 is to pay for final 2023/2024 invoices. The total contract amount for the 2023/2024 SY is in the amount of $1,000,000.00 dollars.

12.04 Approve the Ro Health contract for the 2023/2024 SY. This contract extension is to provide LVN services to ARUSD students with medical needs. Submitted by: Student Services; original approved contract was in the amount of $300,000.00. A new increase request of $350,000.00 to pay for final 2023/2024 invoices. The total contract amount for the 2023/2024 SY is in the amount of $650,000.00 dollars.

13. 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.)

13.01 Approve/Ratify Notices of Employment and Changes of Status/May 9, 2024.

13.02 Approve Acceptance of Donations.

13.03 Approve Fundraising Activities.

13.04 Approve Acceptance of Vendor & Payroll Warrants-MARCH.

13.05 Approve Acceptance of Vendor & Payroll Warrants-APRIL.

13.06 Approve Bond Contracts/Extensions.

13.07 Approve Teamsters, Supervisory, and Management Confidential Calendars for 2024 – 2025.

13.08 Approve the Santa Clara County Treasury Investment Portfolio Status.

13.09 Approve Resolution No. 50-23/24 Approval of District's Annual Authorized Signatures to be Submitted to the Santa Clara County Office of Education (SCCOE).

13.10 Approve Resolution No. 51-23/24 Approval of District's Annual Authorized Signatures (Bank Deposits).

13.11 Approve Contracts for Professional Services-Firms/Organizations.

13.12 Approve Memorandum(s) of Understanding.

13.13 Current Enrollment (Information Only).

14. CLOSED SESSION

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

14.02 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.

14.03 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.

14.04 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.

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

14.06 CONFERENCE WITH LABOR NEGOTIATORS, EMPLOYEE ORGANIZATION: CSEA (California Schools Employee Association); District Negotiators: (1) Imee Almazan Ed.D., Interim Superintendent; (2) Cesar Torrico, Assistant Superintendent, Human Resources; Lead Negotiator (3) Kolvira Chheng, Assistant Superintendent, Business.

14.07 CONFERENCE WITH LABOR NEGOTIATORS, EMPLOYEE ORGANIZATION: TEAMSTERS; District Negotiators: (1) Imee Almazan Ed.D., Interim Superintendent; (2) Cesar Torrico, Assistant Superintendent, Human Resources; Lead Negotiator (3) Kolvira Chheng, Assistant Superintendent, Business.

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

14.09 PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT (Government Code Section 54957): Titles: Assistant Superintendent, Instructional Services; Interim Director of Student Services.

15. RECONVENE TO OPEN SESSION

15.01 REPORT OF ACTION TAKEN IN CLOSED SESSION.

16. FUTURE BOARD AGENDA REQUESTS

16.01 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

17. ADJOURNMENT

17.01 President adjourns the meeting.

18. NEXT MEETING(S)

18.01 June 13, 2024 (2023-24 School Year).

3.01

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: **Special Recognition- ARUESD 2023-2024 Classified School Employees of the Year**

Staff Analysis:

Staff is honored to present our 2023-2024 Classified School Employees of the Year, as follows:

1. Jorge Rivera - Custodial and Maintenance Services
2. Ricardo Dela Cruz - Transportation Services
3. Valerie Baes - Food and Nutrition Services
4. Rosa Ali - Clerical and Administrative Services
5. Tien Pham -Security Services
6. Patricia Perales Guerra – Paraprofessional Services
7. Apollo Morgia – Technical Services
8. Elias Vidro – Skilled Trade Services
9. Lydia Stinson – Health and Student Services

Submitted by: Dr. George Kleidon Title: Director of Human Resources

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

To the Board of Trustees:
Recognition
3.01
Agenda Placement

Meeting: May 9, 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
2930 Gay Avenue, San José, CA 95127 · Phone: 408-928-6800 · Fax: 408-928-6416 · www.arusd.org

Congratulations!!!

Alum Rock Union Elementary School District
Classified School Employees of the Year for 2023- 2024

"The Notable Nine"

Category	Winner
Clerical and Administrative Services	Rosa Ali
Custodial and Maintenance Services	Jorge Rivera
Food and Nutrition Services	Valeria Baes
Health and Student Services	Lydia Stinson
Paraprofessional Services	Patricia Perales Guerra
Security Services	Tien Pham
Skilled Trades Services	Elias Vidro
Technical Services	Apollo Morgia
Transportation Services	Ricardo Dela Cruz

Imee Almazan, Ed.D., Interim Superintendent

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

3.02

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: April 21, 2024

Subject: **Teacher of the Year**
Staff wishes to recognize the 2024 Teacher of the Year

Staff Analysis: Each year, all schools in the district are invited to nominate an outstanding teacher for consideration as Teacher of the Year. Each school nominates one teacher based on the criteria provided by the Santa Clara County Office of Education. A committee reviews all nominations and selects one teacher to represent Alum Rock Union School District as the Teacher of the Year. *Cristina Bustamante from Ocala STEAM Academy has been chosen as Alum Rock's 2024 Teacher of the Year.*

Recognition Only

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

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

To the Board of Trustees: Meeting: May 9, 2024
Regular Board Meeting

Recognition Only
3.02
Agenda Placement

Imee Almazan, Ed.D., Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

3.03

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: April 26, 2024

Subject: **Spring Break Camp Presentation**

Staff Analysis: Staff will share highlights and details of the 2024 Spring Break Camp funded through the ARUSD Expanded Learning Opportunities Program (ELOP).

Presentation Only

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

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

To the Board of Trustees: Meeting: May 9, 2024
Regular Board Meeting

3.03
Agenda Placement

Imee Almazan, Ed.D., Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

5.01

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: **PUBLIC HEARING. Teamsters Local 150 Initial Bargaining Proposal to Open Negotiations for the period of July 1, 2024, to June 30, 2025.**

Staff Analysis:

Teamsters Local 150 wishes to open negotiations with the District for the period of July 1, 2024 -June 30, 2025. Pursuant to the Educational Employment Relations Act (EERA), the parties cannot negotiate until public notice procedures are completed. These "sunshining" procedures require the proposals to be presented to the public at an open Board Meeting.

Pursuant to the EERA, Teamsters Local 150 hereby presents its initial bargaining proposal to the District for the period of July 1, 2024 - June 30, 2025, for public hearing and comment.

Submitted by: Dr. George Kleidon Title: Director of Human Resources

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

To the Board of Trustees:
Public Hearing

5.01

Agenda Placement

Meeting: May 9, 2024
Regular Board Meeting

Imee Almazan, Ed.D., Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

DALE WENTZ
Secretary-Treasurer

TEAMSTERS LOCAL UNION NO. 150

7120 East Parkway – Sacramento, California 95823
TELEPHONE (916) 392-7070 | FAX 392-7675 | EMAIL teamsters@teamsters150.org

RECEIVED

APR 02 2024

March 28, 2024

Imee C. Almazan, Ed. D.
Interim Superintendent
Alum Rock USD
2930 Gay Ave
San Jose, CA 95127

Certified Mail 7016 2140 0000 1856 5646
1st Class Mail
Fax 408-928-6416

Dear Dr. Almazen,

In accordance with the provisions of the collective bargaining agreement now in effect between Alum Rock USD and Teamsters Local 150 this is to advise you that on behalf of our members it is the Union's desire to begin negotiations on wages, benefits and other terms and conditions of employment to be incorporated into our successor agreement for the July 1, 2024 to June 30, 2025 school year.

Representatives of the Union will be available to meet with you at a mutually convenient time and place. The specific proposals are attached.

Sincerely,

Alan Daurie
Alan Daurie,
Business Representative.

cc: Dale Wentz, Secretary-Treasurer, Local 150

Teamsters Local 150 proposals for the 2024-2025 school year.

Article VIII- Transfer, Promotion & Reclassification

Improve transfer language to better honor seniority.
Transfer preference shall be granted to existing internal qualified employees to open positions ahead of outside external employees.

Article XIV- Vacation and Holiday

Increase vacation accrual
Vacations will not be forced on employees when on holiday breaks if work is available (examples: custodial and maintenance work is always available and can be done more efficiently when school is not in session).
Allow employees to add 1 week of unpaid vacation to their scheduled vacation time when taken together with scheduled paid vacation.
Add additional holidays

Article XVII-Bargaining Unit Member and Dependent Insurance Coverage

Increase dollar cap to cover 100% Maintenance of current level of Benefits.
Provide each member with the basic minimum disability plan offered by American Fidelity or similar broker at no cost to the employee. If an employee selects a more expensive plan then that additional cost shall be borne by the employee

Article XXII – Pay and Allowance

Wages/Salaries- Fair and equitable increases in wages/salaries including wage/salary, range increases and differentials to **keep our wages competitive within the region and not less than received by other bargaining units**. If any other bargaining unit receives a greater salary schedule and/or off schedule (bonus) including anything of a monetary value, without a corresponding contract change, cost reduction or other event triggering an equivalent saving then Teamsters shall receive the same increase. Improve professional growth language.



Teamsters Local 150

Alan Daurie
Business Agent
Phone: 916-392-7070 Ext. 24
Email: Alan150@aol.com
7120 East Parkway
Sacramento, CA 95823
www.teamsters150.org

5.02

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: **PUBLIC HEARING. District's Initial Bargaining Proposal to Open Negotiations with the Teamsters Local 150 for the period of July 1, 2024, to June 30, 2025.**

Staff Analysis:

The District wishes to open negotiations with Teamsters Local 150 for the period of July 1, 2024 -June 30, 2025. Pursuant to the Educational Employment Relations Act (EERA), the parties cannot negotiate until public notice procedures are completed. These "sunshining" procedures require the proposals be presented to the public at an open Board Meeting.

Pursuant to the EERA, the District hereby presents its initial bargaining proposal to the Teamsters Local 150 for the period of July 1, 2024 - June 30, 2025, for public hearing and comment.

Submitted by: Dr. George Kleidon Title: Director of Human Resources

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

To the Board of Trustees:
Public Hearing

Meeting: May 9, 2024
Regular Board Meeting

5.02
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 José, CA 95127 · Phone: 408-928-6800 · Fax: 408-928-6416 · www.arusd.org

May 9, 2024

Alum Rock Union School District's Initial Proposal to
Teamsters Local # 150

Pursuant to the provisions of Government Code Section 3547 (the Rodda Act), all initial proposals of the exclusive representative employee groups and the District shall be presented at a public meeting of the District and shall thereafter be public records. The District hereby submits its bargaining proposal for July 1, 2024 - June 30, 2025.

Article VII	Transfer, Promotion, and Reclassification
Article X	Leaves
Article XI	Hours, Overtime, and Work Year
Article XXII	Pay and Allowance

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

Imee Almazan, Ed.D., Interim Superintendent

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

5.03

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: **PUBLIC HEARING. CSEA Chapter 305 Initial Bargaining Proposal to Open Negotiations for the period of July 1, 2024, to June 30, 2025.**

Staff Analysis:

CSEA Chapter 305 wishes to open negotiations with the District for the period of July 1, 2024 -June 30, 2025. Pursuant to the Educational Employment Relations Act (EERA), the parties cannot negotiate until public notice procedures are completed. These "sunshining" procedures require the proposals to be presented to the public at an open Board Meeting.

Pursuant to the EERA, CSEA Chapter 305 hereby presents its initial bargaining proposal to the District for the period of July 1, 2024 - June 30, 2025, for public hearing and comment.

Submitted by: Dr. George Kleidon Title: Director of Human Resources

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

To the Board of Trustees:
Public Hearing

Meeting: May 9, 2024
Regular Board Meeting

5.03
Agenda Placement

Imee Almazan, Ed.D., Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Imee Almazan, Interim Superintendent
Alum Rock Union School District
2930 Gay Ave
San Jose, CA 95127

Re: Initial Proposal

Dear Dr. Almazan,

The California School Employees Association and its local Chapter 305 are submitting its "initial bargaining proposal" in accordance with Section 3547 of the Government Code for the upcoming reopener negotiations (2024/2025).

Article VIII (Pay and Allowance)

CSEA has an interest in negotiating a fair and competitive wage increase.

Article X (Bargaining Unit Member and Dependent Insurance Coverage)

CSEA has an interest in negotiating an increase to the District's contribution to the health and welfare plan.

Article XI (Holidays)

CSEA has an interest in negotiating improved language related to holiday entitlement.

Article XX (Discipline)

CSEA has an interest in negotiating changes to bargaining unit disciplinary processes.

CSEA

Sincerely,

Robin James-Utigaard

Robin James-Utigaard
Labor Relations Representative

03/26/2024

5.04

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: **PUBLIC HEARING. District's Initial Bargaining Proposal to Open Negotiations with the CSEA Chapter 305 for the period of July 1, 2024, to June 30, 2025.**

Staff Analysis:

The District wishes to open negotiations with CSEA Chapter 305 for the period of July 1, 2024 -June 30, 2025. Pursuant to the Educational Employment Relations Act (EERA), the parties cannot negotiate until public notice procedures are completed. These "sunshining" procedures require the proposals be presented to the public at an open Board Meeting.

Pursuant to the EERA, the District hereby presents its initial bargaining proposal to the CSEA Chapter 305 for the period of July 1, 2024 - June 30, 2025, for public hearing and comment.

Submitted by: Dr. George Kleidon Title: Director of Human Resources

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

To the Board of Trustees:
Public Hearing

Meeting: May 9, 2024
Regular Board Meeting

5.04
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
2930 Gay Avenue, San José, CA 95127 · Phone: 408-928-6800 · Fax: 408-928-6416 · www.arusd.org

May 9, 2024

Alum Rock Union School District's Initial Proposal to

California School Employees Association (CSEA) #305

Pursuant to the provisions of Government Code Section 3547 (the Rodda Act), all initial proposals of the exclusive representative employee groups and the District shall be presented at a public meeting of the District and shall thereafter be public records. This is commonly referred to as "sunshining" the proposals. On September 7, 2023, the District and CSEA reached a three (3) year agreement (July 1, 2023 – June 30, 2026). For the second and third years (2024/2025 and 2025/2026) of this Agreement, the parties agree to reopen Article 8.1. "Pay and Allowance" and Article 10.1 " Bargaining Unit Member and Dependent Insurance Coverage" and two (2) non-economic Articles by either party. The District hereby submits its bargaining proposal for the 2024 - 2025 Re-opener.

Article VII	Pay and Allowance
Article X	Bargaining Unit Member and Dependent Insurance Coverage
Article XI	Holidays
Article XX	Discipline

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

Imee Almazan, Ed.D., Interim Superintendent

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

6.01

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: May 2, 2024

Subject: Update on RFP for Affordable Housing Developers.

Staff Analysis: Staff will provide the Board with an update on the RFP for Affordable Housing.

Information Only

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

To the Board of Trustees: Meeting: May 9, 2024
Regular Board Meeting

Information Only

6.01
Agenda Placement

Imee Almazan, Ed.D., Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by:_____ Seconded by:_____

Approved: _____ Not Approved: _____ Tabled:_____

6.02

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: May 2, 2024

Subject: Approval of Purpose and Goals of Board Budget Committee (First Reading – No Action)

Staff Analysis: The Board will discuss the goals of the Board Budget Committee.

Information Only

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

To the Board of Trustees:

Meeting: May 9, 2024
Regular Board Meeting

Information Only

6.02
Agenda Placement

Imee Almazan, Ed.D., Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by:_____ Seconded by:_____

Approved: _____ Not Approved: _____ Tabled:_____

6.03

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: May 2, 2024

Subject: Superintendent Search update RFP-no. 2324-Sup02.

Staff Analysis: Staff will provide an update on the RFP for the Superintendent Search.

Information/Action

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

To the Board of Trustees: Meeting: May 9, 2024
Regular Board Meeting

Information/Action

6.03
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

7.01

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: April 24, 2024

Subject: **Resolution No. 57-23/24**
Authorizing the Issuance and Sale of General Obligation Bonds, 2016 Election, Series B in the Principal Amount of not to Exceed $40,000,000, Authorizing the Execution and Delivery of a Related Official Statement and Bond Purchase Agreement and Approving Documents and Official Actions Relating Thereto

Staff Analysis: Measure I was approved by District voters in 2016 authorizing nearly $140 million in bonds for school equipment and facility improvements. The District has previously issued an initial series of Measure I Bonds in the aggregate principal amount of $40,000,000. At this time, the Board wishes to initiate proceedings for the issuance and sale of a second series of Measure I Bonds under the Bond Law in the aggregate principal amount of not to exceed $40,000,000 (the "Series B Bonds") as provided in this Resolution, for the purpose of providing financing for projects authorized under Measure I.

Recommendation: Staff recommends that the Board of Trustees approve Resolution No. 57-23/24 for authorizing the issuance and sale of General Obligation Bonds, 2016 Election, Series B in the Principal Amount of not to exceed $40,000,000, authorizing the execution and delivery of a related official statement and Bond Purchase Agreement and Approving Documents and Official Actions Relating thereto.

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

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

BOARD OF TRUSTEES
ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

RESOLUTION NO. 57-23/24

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION BONDS, 2016 ELECTION, SERIES B IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED $40,000,000, AUTHORIZING THE EXECUTION AND DELIVERY OF A RELATED OFFICIAL STATEMENT AND BOND PURCHASE AGREEMENT AND APPROVING DOCUMENTS AND OFFICIAL ACTIONS RELATING THERETO

WHEREAS, a bond election was duly and regularly held in the Alum Rock Union Elementary School District (the "District") on June 7, 2016, under the procedures specified in Proposition 39 (Article XIII A Section 1 paragraph (b) of the California Constitution) for the purpose of submitting a bond measure ("Measure I") to the qualified electors of the District authorizing the issuance of general obligation bonds of the District in the aggregate principal amount of $139,999,671.60 (the "Measure I Bonds"), and more than 55% of the votes cast at said election were in favor of the issuance of the Measure I Bonds; and

WHEREAS, Measure I constitutes a reauthorization of bonds that were originally authorized to be issued pursuant to a bond measure approved by District voters at an election held on June 3, 2008 and known as Measure G, such that any issuance of bonds under Measure I results in a corresponding reduction in the amount of the bonds that can be issued under Measure G; and

WHEREAS, the Board of Trustees of the District (the "Board") is authorized to provide for the issuance and sale of any series of Measure I Bonds under the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (the "Bond Law"); and

WHEREAS, the District has previously issued an initial series of Measure I Bonds in the aggregate principal amount of $40,000,000; and

WHEREAS, the Board wishes at this time to initiate proceedings for the issuance and sale of a second series of Measure I Bonds under the Bond Law in the aggregate principal amount of not to exceed $40,000,000 (the "Series B Bonds") as provided in this Resolution, for the purpose of providing financing for projects authorized under Measure I; and

WHEREAS, the District has received a qualified certification in its most recent interim report, as a result of which the sale of the Series B Bonds is required to be conducted by the Board of Supervisors of the County of Santa Clara in the name and on behalf of the District in accordance with Section 15146 of the Education Code; and

WHEREAS, as required by Government Code Section 5852.1, attached hereto as Appendix B is certain financial information relating to the Series B Bonds that has been obtained by the Board and is hereby disclosed and made public; and

WHEREAS, the Board has previously approved a Debt Issuance and Management Policy which complies with Government Code Section 8855, and the delivery of the Series B Bonds will be in compliance with said policy; and

WHEREAS, the District has not received a qualified or negative certification in its most recent interim report;

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

ARTICLE I

DEFINITIONS; AUTHORITY

Section 1.01. Definitions. The terms defined in this Section, as used and capitalized herein, shall, for all purposes of this Resolution, have the meanings given them below, unless the context clearly requires some other meaning. Any capitalized terms defined in the recitals of this Resolution and not otherwise defined in this Section shall have the respective meanings given such terms in the recitals.

"Board" means the Board of Trustees of the District.

"Bond Counsel" means (a) the firm of Jones Hall, A Professional Law Corporation, or (b) any other attorney or firm of attorneys nationally recognized for expertise in rendering opinions as to the legality and tax-exempt status of securities issued by public entities.

"Bond Law" means Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California, commencing with Section 53506 of said Code, as in effect on the date of adoption hereof and as amended hereafter.

"Bond Purchase Agreement" means the Bond Purchase Agreement between the District and the Underwriter, relating to the purchase of the Series B Bonds by the Underwriter.

"Building Fund" means the fund established and held by the County under Section 3.03.

"Closing Date" means the date upon which there is a delivery of the Series B Bonds in exchange for the amount representing the purchase price of the Series B Bonds by the Underwriter.

"Continuing Disclosure Certificate" means the Continuing Disclosure Certificate which is executed and delivered by a District Representative on the Closing Date.

"Costs of Issuance" means all items of expense directly or indirectly payable by or reimbursable to the District and related to the authorization, issuance, sale and delivery of the Series B Bonds, including but not limited to the costs of preparation and reproduction

of documents, printing expenses, filing and recording fees, initial fees and charges of the Paying Agent and its counsel, legal fees and charges, fees and disbursements of consultants and professionals, rating agency fees, premium for municipal bond insurance (if any) and any other cost, charge or fee in connection with the original issuance of the Series B Bonds.

"County" means the County of Santa Clara, a political subdivision of the State of California, duly organized and existing under the Constitution and laws of the State of California.

"County Treasurer" means the Santa Clara County Controller-Treasurer, or any authorized deputy thereof.

"Debt Service Fund" means the fund established and held by the County under Section 4.02.

"Depository" means (a) initially, DTC, and (b) any other Securities Depository acting as Depository under Section 2.09.

"Depository System Participant" means any participant in the Depository's book-entry system.

"District" means the Alum Rock Union Elementary School District, an elementary school district organized under the Constitution and laws of the State of California, and any successor thereto.

"District Representative" means the Superintendent of the District, the Assistant Superintendent of Business Services of the District, or any other person authorized by resolution of the Board to act on behalf of the District with respect to this Resolution and the Series B Bonds.

"DTC" means The Depository Trust Company, New York, New York, and its successors and assigns.

"Education Code" means the Education Code of the State of California as in effect on the date of adoption hereof and as amended hereafter.

"Federal Securities" means: (a) any direct general non-callable obligations of the United States of America, including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America; (b) any obligations the timely payment of principal of and interest on which are directly or indirectly guaranteed by the United States of America or which are secured by obligations described in the preceding clause (a); (c) the interest component of Resolution Funding Corporation strips which have been stripped by request to the Federal Reserve Bank of New York in book-entry form; and (d) bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following federal agencies: (i) direct obligations or fully guaranteed certificates of beneficial ownership of the U.S. Export-Import Bank; (ii) certificates of beneficial ownership of the Farmers Home Administration; (iii) participation certificates of the General Services Administration; (iv) Federal Financing Bank bonds and debentures; (v) guaranteed Title XI financings of the U.S. Maritime Administration; (vi) project notes, local authority bonds, new communities debentures and U.S. public housing

notes and bonds of the U.S. Department of Housing and Urban Development; and (vii) obligations of the Federal Home Loan Bank (FHLB).

"Interest Payment Date" means each February 1 and August 1 on which interest on the Series B Bonds is due and payable, as such dates are identified in the Bond Purchase Agreement.

"Measure I" means the measure which was submitted to, and approved by more than 55% of, the voters at an election held on June 7, 2016, under which the issuance of Measure I Bonds has been authorized.

"Municipal Advisor" means the firm of Dale Scott & Company, Inc., as municipal advisor to the District in connection with the issuance and sale of the Series B Bonds.

"Office" means the office or offices of the Paying Agent for the payment of the Series B Bonds and the administration of its duties hereunder, as such office or offices are identified in a written notice filed with the District by the Paying Agent.

"Outstanding," when used as of any particular time with reference to Series B Bonds, means all Series B Bonds except (a) Series B Bonds theretofore canceled by the Paying Agent or surrendered to the Paying Agent for cancellation, (b) Series B Bonds paid or deemed to have been paid within the meaning of Section 9.02 and (c) Series B Bonds in lieu of or in substitution for which other Series B Bonds have been authorized, executed, issued and delivered by the District under this Resolution.

"Owner", whenever used herein with respect to a Series B Bond, means the person in whose name the ownership of such Series B Bond is registered on the Registration Books.

"Paying Agent" means the Paying Agent appointed by the District and acting as paying agent, registrar and authenticating agent for the Series B Bonds, its successors and assigns, and any other corporation or association which may at any time be substituted in its place, as provided in Section 6.01.

"Record Date" means the 15th calendar day of the month preceding an Interest Payment Date, whether or not such day is a business day.

"Registration Books" means the records maintained by the Paying Agent for the registration of ownership and transfer of the Series B Bonds under Section 2.08.

"Resolution" means this Resolution adopted by the Board authorizing the issuance of the Series B Bonds, as originally adopted by the Board and including all amendments hereto and supplements hereof which are duly adopted by the Board from time to time in accordance herewith.

"Securities Depositories" means DTC; and, in accordance with then current guidelines of the Securities and Exchange Commission, such other addresses and/or such other securities depositories as the District may designate in a Written Request of the District delivered to the Paying Agent.

"Series B Bonds" means the not to exceed $40,000,000 aggregate principal amount of Alum Rock Union Elementary School District (Santa Clara County, California) General Obligation Bonds, 2016 Election, Series B, issued and at any time Outstanding under this Resolution.

"Tax Code" means the Internal Revenue Code of 1986 as in effect on the Closing Date or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the Closing Date, together with applicable proposed, temporary and final regulations promulgated, and applicable official public guidance published, under said Code.

"Term Bonds" means any one or more maturities of the Series B Bonds which are subject to mandatory sinking fund redemption under Section 2.03(b).

"Underwriter" means Siebert Williams Shank & Co., LLC, as the original purchaser of the Series B Bonds upon the negotiated sale thereof pursuant to Section 3.01(a).

"Written Request of the District" means an instrument in writing signed by a District Representative or by any other officer of the District duly authorized to act on behalf of the District under a written certificate of a District Representative.

Section 1.02. Interpretation.

(a) Unless the context otherwise indicates, words expressed in the singular include the plural and vice versa and the use of the neuter, masculine, or feminine gender is for convenience only and include the neuter, masculine or feminine gender, as appropriate.

(b) Headings of articles and sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and do not affect the meaning, construction or effect hereof.

(c) All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Resolution; the words "herein," "hereof," "hereby," "hereunder" and other words of similar import refer to this Resolution as a whole and not to any particular Article, Section or subdivision hereof.

(d) Whenever the term "may" is used herein with respect to an action by one of the parties hereto, such action shall be discretionary and the party who "may" take such action shall be under no obligation to do so.

(e) The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation."

Section 1.03. Authority for this Resolution; Findings. This Resolution is entered into under the provisions of the Bond Law. The Board hereby certifies that all of the things, conditions and acts required to exist, to have happened or to have been performed precedent to and in the issuance of the Series B Bonds do exist, have happened or have been performed in due and regular time and manner as required by the laws of the State of California, and that the amount of the Series B Bonds, together with

all other indebtedness of the District, does not exceed any limit prescribed by any laws of the State of California.

ARTICLE II

THE SERIES B BONDS

Section 2.01. Authorization. The Board hereby authorizes the issuance of the Series B Bonds in the principal amount of not to exceed $40,000,000 under and subject to the terms of Article XIIIA, Section 1 paragraph (b) of the California Constitution, the Bond Law and this Resolution, for the purpose of raising money for the acquisition or improvement of educational facilities in accordance with Measure I. This Resolution constitutes a continuing agreement between the District and the Owners of all of the Series B Bonds issued or to be issued hereunder and then Outstanding to secure the full and final payment of principal of and interest on all Series B Bonds which are Outstanding hereunder, subject to the covenants, agreements, provisions and conditions herein contained. The Series B Bonds shall be designated the "Alum Rock Union Elementary School District (Santa Clara County, California) General Obligation Bonds, 2016 Election, Series B". Additional designations to appropriately identify the Series B Bonds may be set forth in the Bond Purchase Agreement.

Section 2.02. Terms of Series B Bonds.

(a) Terms of Series B Bonds. The Series B Bonds will be issued as fully registered bonds, without coupons, in the form of current interest bonds in the denomination of $5,000 each or any integral multiple thereof, in an amount not to exceed the aggregate principal amount of Series B Bonds maturing in the year of maturity of the Series B Bond for which the denomination is specified. The Series B Bonds shall be lettered and numbered as the Paying Agent may prescribe, and shall be dated as of the Closing Date.

Interest on the Series B Bonds is payable semiannually on each Interest Payment Date. Each Bond will bear interest from the Interest Payment Date next preceding the date of registration and authentication thereof unless (i) it is authenticated as of an Interest Payment Date, in which event it will bear interest from such date, or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the Record Date preceding such Interest Payment Date, in which event it will bear interest from such Interest Payment Date, or (iii) it is authenticated prior to the first Record Date, in which event it will bear interest from the Closing Date. Notwithstanding the foregoing, if interest on any Series B Bond is in default at the time of authentication thereof, such Series B Bond will bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

(b) Maturities; Basis of Interest Calculation. The Series B Bonds shall mature on August 1 in the years and in the amounts, and shall bear interest at the rates, as determined upon the sale thereof and as set forth in the Bond Purchase Agreement. Interest on the Series B Bonds shall be calculated on the basis of a 360-day year comprised of twelve 30-day months. The final maturity of the Series B Bonds shall not exceed the legal limit identified in the Bond Law, and if the final maturity is more than thirty years after the Closing Date, the Superintendent or other official familiar with the projects

to be financed with proceeds of the Series B Bonds is authorized and directed to execute a certification confirming that the useful life of the facilities to be financed with the proceeds of the Series B Bonds which mature more than thirty years after the Closing Date exceeds the final maturity date of said Series B Bonds.

(c) CUSIP Identification Numbers. CUSIP identification numbers will be printed on the Series B Bonds, but such numbers do not constitute a part of the contract evidenced by the Series B Bonds and any error or omission with respect thereto will not constitute cause for refusal of any purchaser to accept delivery of and pay for the Series B Bonds. Any failure by the District to use CUSIP numbers in any notice to Owners of the Series B Bonds will not constitute an event of default or any violation of the District's contract with the Owners and will not impair the effectiveness of any such notice.

(d) Payment. Interest on the Series B Bonds (including the final interest payment upon maturity or redemption) is payable by check, draft or wire of the Paying Agent mailed to the Owner thereof (which will be DTC so long as the Series B Bonds are held in the book-entry system of DTC) at such Owner's address as it appears on the Registration Books at the close of business on the preceding Record Date; except that at the written request of the Owner of at least $1,000,000 aggregate principal amount of the Series B Bonds, which written request is on file with the Paying Agent as of any Record Date, interest on any Series B Bonds will be paid on the succeeding Interest Payment Date to such account as will be specified in such written request. Principal of the Series B Bonds is payable in lawful money of the United States of America upon presentation and surrender at the Office of the Paying Agent. The provisions of this subsection are subject in all respects to the provisions of Section 2.09 relating to the payment of Series B Bonds which are held in the book-entry system of DTC.

Section 2.03. Redemption.

(a) Optional Redemption Dates and Prices. If and as specified in the Bond Purchase Agreement, the Series B Bonds may be subject to redemption prior to maturity, at the option of the District, in whole or in part among maturities on such basis as designated by the District and by lot within a maturity, from any available source of funds, on the dates and at the redemption prices which are set forth in the Bond Purchase Agreement.

(b) Mandatory Sinking Fund Redemption. If and as specified in the Bond Purchase Agreement, any maturity of the Series B Bonds may be designated as "Term Bonds" which are subject to mandatory sinking fund redemption on August 1 in each of the years and in the principal amounts as set forth in the Bond Purchase Agreement, at a redemption price equal to 100% of the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption. If some but not all of such Term Bonds have been redeemed under the foregoing subsection (a), the total amount of all future sinking fund payments shall be reduced by the aggregate principal amount of Term Bonds so redeemed, to be allocated among such sinking fund payments on such basis as the District may designate in a Written Request of the District filed with the Paying Agent.

(c) Selection of Series B Bonds for Redemption. Whenever less than all of the Outstanding Series B Bonds of any one maturity are designated for redemption, the Paying Agent shall select the Outstanding Series B Bonds of such maturity to be

redeemed by lot in any manner deemed fair by the Paying Agent. For purposes of such selection, each Series B Bond will be deemed to consist of individual bonds of $5,000 denominations each which may be separately redeemed.

(d) Redemption Procedure. The Paying Agent shall cause notice of redemption of any Series B Bonds to be mailed, first class mail, postage prepaid, at least 20 days but not more than 60 days prior to the date fixed for redemption, to the respective Owners of any Series B Bonds designated for redemption, at their addresses appearing on the Registration Books. Such mailing is not a condition precedent to such redemption and the failure to mail or to receive any such notice will not affect the validity of the proceedings for the redemption of such Series B Bonds. In addition, the Paying Agent will give notice of redemption by telecopy or certified, registered or overnight mail to the Municipal Securities Rulemaking Board and each of the Securities Depositories at least two days prior to such mailing to the Series B Bond Owners.

Such notice shall state the redemption date and the redemption price and, if less than all of the then Outstanding Series B Bonds are to be called for redemption, shall designate the serial numbers of the Series B Bonds to be redeemed by giving the individual number of each Series B Bond or by stating that all Series B Bonds between two stated numbers, both inclusive, or by stating that all of the Series B Bonds of one or more maturities have been called for redemption, and shall require that such Series B Bonds be then surrendered at the Office of the Paying Agent for redemption at the said redemption price, giving notice also that further interest on such Series B Bonds will not accrue from and after the redemption date. Any notice of optional redemption of the Series B Bonds may state that it is conditional, in which case it shall make reference to the right of the District to rescind the notice as set forth in subsection (e) of this Section.

Upon surrender of Series B Bonds redeemed in part only, the District shall execute and the Paying Agent shall authenticate and deliver to the Owner thereof, at the expense of the District, a new Series B Bond or Bonds, of the same maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the Series B Bond or Bonds.

From and after the date fixed for redemption, if notice of such redemption has been duly given and funds available for the payment of the principal of and interest on the Series B Bonds so called for redemption have been duly provided, the Series B Bonds called for redemption will cease to be entitled to any benefit under this Resolution, other than the right to receive payment of the redemption price, and no interest will accrue thereon on or after the redemption date specified in the notice. The Paying Agent will cancel all Series B Bonds redeemed under this Section and will furnish a certificate of cancellation to the District.

Notwithstanding the foregoing provisions of this subsection, so long as the Series B Bonds are held in the book-entry system the provisions of Section 2.09 shall govern the procedures for giving notice of redemption of the Series B Bonds, if and to the extent the provisions of this Section are in conflict inconsistent with the provisions of Section 2.09.

(e) Right to Rescind Notice of Redemption. The District has the right to rescind any notice of the optional redemption of Series B Bonds under subsection (a) of this Section by written notice to the Paying Agent on or prior to the dated fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds will not

be or are not available on the date fixed for redemption for the payment in full of the Series B Bonds then called for redemption. The District and the Paying Agent shall have no liability to the Series B Bond Owners or any other party related to or arising from such rescission of redemption. The Paying Agent shall mail notice of such rescission of redemption to the respective Owners of the Series B Bonds designated for redemption at their addresses appearing on the Registration Books, and also to the Securities Depositories and the Municipal Securities Rulemaking Board.

Section 2.04. Form of Series B Bonds. The Series B Bonds, the form of the Paying Agent's certificate of authentication and registration and the form of assignment to appear thereon shall be substantially in the forms, respectively, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Resolution, as are set forth in Appendix A attached hereto.

Section 2.05. Execution of Series B Bonds. The Series B Bonds shall be signed by the facsimile signature of the President of the Board and shall be attested by the facsimile signature of the Secretary or Clerk of the Board. Only those Series B Bonds bearing a certificate of authentication and registration in the form set forth in Appendix A attached hereto, executed and dated by the Paying Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Resolution, and such certificate of the Paying Agent shall be conclusive evidence that the Series B Bonds so registered have been duly authenticated, registered and delivered hereunder and are entitled to the benefits of this Resolution.

Section 2.06. Transfer of Series B Bonds. Any Series B Bond may, in accordance with its terms, be transferred upon the Registration Books, by the person in whose name it is registered, in person or by a duly authorized representative, upon surrender of such Series B Bond for cancellation at the Office at the Paying Agent, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Paying Agent. The District may charge a reasonable sum for each new Series B Bond issued upon any transfer.

Whenever any Series B Bond is surrendered for transfer, the District will execute and the Paying Agent will authenticate and deliver new Series B Bonds for like aggregate principal amount. No transfer of Series B Bonds is required to be made (a) 15 days prior to the date established by the Paying Agent for selection of Series B Bonds for redemption or (b) with respect to a Series B Bond which has been selected for redemption.

Section 2.07. Exchange of Series B Bonds. The Series B Bonds may be exchanged at the Office of the Paying Agent for a like aggregate principal amount of Series B Bonds of authorized denominations and of the same maturity. The District may charge a reasonable sum for each new Series B Bond issued upon any exchange (except in the case of any exchange of temporary Series B Bonds for definitive Series B Bonds). No exchange of Series B Bonds is required to be made (a) 15 days prior to the date established by the Paying Agent for selection of Series B Bonds for redemption or (b) with respect to a Series B Bond after it has been selected for redemption.

Whenever any Series B Bond is surrendered for exchange, the District shall execute and the Paying Agent will authenticate and deliver new Series B Bonds for like aggregate principal amount. No exchange of Series B Bonds is required to be made (a)

during the period established by the Paying Agent for selection of Series B Bonds for redemption or (b) with respect to a Series B Bond which has been selected for redemption.

Section 2.08. Registration Books. The Paying Agent will keep or cause to be kept sufficient books for the registration and transfer of the Series B Bonds, which will at all times be open to inspection by the District upon reasonable notice. Upon presentation for such purpose, the Paying Agent will, under such reasonable regulations as it may prescribe, register or transfer the ownership of the Series B Bonds on the Registration Books.

Section 2.09. Book-Entry System. Except as provided below, DTC shall be the Owner of all of the Series B Bonds, and the Series B Bonds shall be registered in the name of Cede & Co. as nominee for DTC. The Series B Bonds shall be initially executed and delivered in the form of a single fully registered Bond for each maturity date of the Series B Bonds in the full aggregate principal amount of the Series B Bonds maturing on such date. The Paying Agent and the District may treat DTC (or its nominee) as the sole and exclusive owner of the Series B Bonds registered in its name for all purposes of this Resolution, and neither the Paying Agent nor the District shall be affected by any notice to the contrary. The Paying Agent and the District have no responsibility or obligation to any Depository System Participant, any person claiming a beneficial ownership interest in the Series B Bonds under or through DTC or a Depository System Participant, or any other person which is not shown on the register of the District as being an owner, with respect to the accuracy of any records maintained by DTC or any Depository System Participant or the payment by DTC or any Depository System Participant by DTC or any Depository System Participant of any amount in respect of the principal or interest with respect to the Series B Bonds. The District shall cause to be paid all principal and interest with respect to the Series B Bonds only to DTC, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to the principal and interest with respect to the Series B Bonds to the extent of the sum or sums so paid. Except under the conditions noted below, no person other than DTC shall receive a Series B Bond. Upon delivery by DTC to the District of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the term "Cede & Co." in this Resolution shall refer to such new nominee of DTC.

If the District determines that it is in the best interest of the beneficial owners that they be able to obtain Series B Bonds and delivers a written certificate to DTC and the District to that effect, DTC shall notify the Depository System Participants of the availability through DTC of Series B Bonds. In such event, the District shall issue, transfer and exchange Series B Bonds as requested by DTC and any other owners in appropriate amounts. DTC may determine to discontinue providing its services with respect to the Series B Bonds at any time by giving notice to the District and discharging its responsibilities with respect thereto under applicable law. Under such circumstances (if there is no successor securities depository), the District shall be obligated to deliver Series B Bonds as described in this Resolution. Whenever DTC requests the District to do so, the District will cooperate with DTC in taking appropriate action after reasonable notice to (a) make available one or more separate Bonds evidencing the Series B Bonds to any Depository System Participant having Series B Bonds credited to its DTC account or (b) arrange for another securities depository to maintain custody of certificates evidencing the Series B Bonds.

Notwithstanding any other provision of this Resolution to the contrary, so long as any Series B Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal and interest with respect to such Series B Bond and all notices with respect to such Series B Bond shall be made and given, respectively, to DTC as provided as in the representation letter relating to the Series B Bonds. The County, the District and the Paying Agent shall have no responsibility for transmitting payments to, communicating with, notifying, or otherwise dealing with any beneficial owners of the Series B Bonds, and neither the County, the District nor the Paying Agent shall have any responsibility or obligation, legal or otherwise, to the beneficial owners of the Series B Bonds or to any other party, including the DTC or its successor.

ARTICLE III

SALE OF SERIES B BONDS; APPLICATION OF PROCEEDS

Section 3.01. Sale of Series B Bonds; Approval of Sale Documents.

(a) Negotiated Sale of Series B Bonds. Pursuant to Section 53508.7 of the Bond Law, the Board hereby authorizes the negotiated sale of the Series B Bonds to the Underwriter. The Series B Bonds shall be sold pursuant to the Bond Purchase Agreement in substantially the form on file with the Secretary of the Board with such changes therein, deletions therefrom and modifications thereto as a District Representative may approve, such approval to be conclusively evidenced by the execution and delivery of the Bond Purchase Agreement; provided that (i) the Series B Bonds shall bear a rate of interest of not to exceed 8.00% per annum and the final maturity date of the Series B Bonds shall not exceed the limits contained in the Bond Law, (ii) the Underwriter's discount shall not exceed 0.60% of the par amount of the Series B Bonds, and (iii) the Series B Bonds shall have a ratio of total debt service to principal of not to exceed four to one.

The Board hereby authorizes a District Representative to execute and deliver the final form of the Bond Purchase Agreement for the Series B Bonds, in the name and on behalf of the District.

(b) Request to County. Because the Board has determined to authorize the sale of the Series B Bonds on a negotiated basis, Section 53508.7(c) of the Bond Law requires the sale of the Series B Bonds to be conducted by the Board of Supervisors of the County in the name and on behalf of the District in accordance with Section 15146 of the Education Code. Accordingly, the Board hereby requests the Board of Supervisors of the County to sell the Series B Bonds to the Underwriter in the name and on behalf of the District.

(c) Reasons for Negotiated Sale. In accordance with Section 53508.7 of the Bond Law and Section 15146 of the Education Code, the Board has determined to authorize the sale of the Series B Bonds at a negotiated sale for the following reasons: (i) a negotiated sale provides more flexibility to choose the time and date of the sale which is often advantageous in the municipal bond market; (ii) the involvement of the Underwriter in preparing documents, rating agency presentations and structuring bonds generally enhances the quality and results of the bond offering; (iii) a negotiated sale will permit the time schedule for the issuance and sale of the Series B Bonds to be expedited, if

necessary; (iv) a negotiated sale provides the District access to the Underwriter's trading desk for providing estimates of the cost of various bond structures (yields, discounts, premiums and maturities) for the purpose of evaluating alternative potential bond structures with the goal of producing the best match between the District's objectives and investor acceptance and demand; and (v) a negotiated sale provides time for the Underwriter to educate potential investors about the District and the Series B Bonds with the goal of maximizing investor orders and reducing the interest cost on the day of bond pricing.

(d) Official Statement. The Board hereby approves, and hereby deems final within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934, the Preliminary Official Statement describing the Series B Bonds in the form on file with the Clerk of the Board. A District Representative is hereby individually authorized, at the request of the Underwriter, to execute an appropriate certificate affirming the Board's determination that the Preliminary Official Statement has been deemed nearly final within the meaning of such Rule. A District Representative is hereby individually authorized and directed to approve any changes in or additions to a Final Official Statement, and the execution thereof by such District Representative shall be conclusive evidence of approval of any such changes and additions. The Board hereby authorizes the distribution of the Final Official Statement by the Underwriter. A District Representative shall execute the Final Official Statement in the name and on behalf of the District.

(e) Provisions of Bond Purchase Agreement to Control. Notwithstanding anything herein to the contrary, any of the terms of the Series B Bonds may be established or modified under the Bond Purchase Agreement. In the event of a conflict or inconsistency between this Resolution and the Bond Purchase Agreement relating to the terms of the Series B Bonds, the provisions of the Bond Purchase Agreement shall be controlling.

(f) Presentation of Actual Cost Information at Board Meeting. As required by Government Code Section 53509.5, after the sale of the Series B Bonds the Board shall present actual cost information for the sale at its next scheduled public meeting, and an itemized summary of the costs of the Series B Bonds shall be submitted to the California Debt and Investment Advisory Commission.

Section 3.02. Application of Proceeds of Sale of Series B Bonds. The proceeds of the Series B Bonds shall be applied on the Closing Date as follows:

(a) The Underwriter shall transfer an amount equal to the net premium (if any) received by the District on the sale of the Series B Bonds to the County Treasurer for deposit in the Debt Service Fund.

(b) The Underwriter shall transfer to U.S. Bank Trust Company, National Association, as custodian under the agreement referenced in Section 3.04, an amount set forth in a Written Request of the District to be applied to the payment of the Costs of Issuance.

(c) The Underwriter shall transfer the remainder of such proceeds to the County Treasurer for deposit in the Building Fund.

Section 3.03. Building Fund. The District hereby directs the County Treasurer to establish, hold and maintain a fund to be known as the "2016 Election, Series B Building Fund", which the County shall maintain as a separate account, distinct from all other funds of the County and the District. The proceeds received by the County from the sale of the Series B Bonds shall be deposited in the Building Fund to the extent required by Section 3.02(c), to be expended by the District in accordance with Measure I, including for payment of Costs of Issuance to the extent not paid from the account established for that purpose under Section 3.04. The District hereby represents and warrants that the proceeds of the Series B Bonds will be expended solely for the purpose of financing the projects and facilities specified in Measure I. All interest and other gain arising from the investment of amounts deposited to the Building Fund shall be retained in the Building Fund and used for the purposes thereof. At the written request of the District filed with the County Treasurer, any amounts remaining on deposit in the Building Fund and not needed for the purposes thereof shall be withdrawn from the Building Fund and transferred to the Debt Service Fund to be applied to pay the principal of and interest on the Series B Bonds.

Section 3.04. Costs of Issuance Custodian Agreement. In order to provide for the payment of the Costs of Issuance, the Board hereby authorizes a District Representative to enter into a Costs of Issuance Custodian Agreement relating to the Series B Bonds with U.S. Bank Trust Company, National Association in the form on file with the Clerk of the Board. The Board hereby authorizes a District Representative to approve the final form of said Costs of Issuance Custodian Agreement and to execute and deliver said agreement in the name and on behalf of the District. Pursuant to Section 3.02(b), a portion of the proceeds of sale of the Series B Bonds shall be deposited with said custodian and shall be applied thereunder to the payment of Costs of Issuance in accordance with written requisitions to be submitted by a District Representative in accordance with said agreement.

Section 3.05. Professional Services. The firm of Dale Scott & Co. Inc., has previously been engaged to serve the District as Municipal Advisor, and the firm of Jones Hall, A Professional Law Corporation, has previously been engaged by the District to serve as bond counsel and disclosure counsel, in connection with the issuance and sale of general obligation bonds of the District, including the Series B Bonds. The estimated costs of issuance associated with the issuance of the Series B Bonds are set forth in Appendix B.

Section 3.06. Approval of Actions to Close Bond Issuance. Each District Representative and any and all other officers of the District are each authorized and directed in the name and on behalf of the District to execute and deliver any and all certificates, requisitions, agreements, notices, consents, warrants and other documents, which they or any of them might deem necessary or appropriate in order to consummate the lawful issuance, sale and delivery of the Series B Bonds. Whenever in this Resolution any officer of the District is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on their behalf if such officer is absent or unavailable.

ARTICLE IV

SECURITY FOR THE SERIES B BONDS; PAYMENT OF DEBT SERVICE

Section 4.01. Security for the Series B Bonds. The Series B Bonds are general obligations of the District, and the Board has the power to direct the County to levy *ad valorem* taxes upon all property within the District subject to taxation without limitation of rate or amount, for the payment of the Series B Bonds and the interest thereon, in accordance with and subject to Sections 15250 and Section 15252 of the Education Code. The District hereby directs the County to levy on all the taxable property in the District, in addition to all other taxes, a continuing direct and *ad valorem* tax annually during the period the Series B Bonds are Outstanding in an amount sufficient to pay the principal of and interest on the Series B Bonds when due, including the principal of any Term Bonds upon the mandatory sinking fund redemption thereof under Section 2.03(b), which moneys when collected will be paid to the County Treasurer and deposited in the Debt Service Fund.

The principal of and interest on Series B Bonds do not constitute a debt of the County, the State of California, or any of its political subdivisions other than the District, or any of the officers, agents or employees thereof. Neither the County, the State of California, any of its political subdivisions nor any of the officers, agents or employees thereof are liable on the Series B Bonds. In no event are the principal of and interest on the Series B Bonds payable out of any funds or properties of the District other than *ad valorem* taxes levied on taxable property in the District. The Series B Bonds, including the interest thereon, are payable solely from taxes levied under Sections 15250 and 15252 of the Education Code.

Section 4.02. Establishment of Debt Service Fund. The District hereby directs the County Treasurer to establish, hold and maintain a fund to be known as the "Alum Rock Union Elementary School District 2016 Election, Series B Bond Debt Service Fund", which the County shall maintain as a separate account, distinct from all other funds of the County and the District. All taxes levied by the County, at the request of the District, for the payment of the principal of and interest on the Series B Bonds shall be deposited in the Debt Service Fund by the County promptly upon apportionment of said levy.

In addition, the County Treasurer shall deposit into the Debt Service Fund the amount of net premium (if any) received by the District on the sale of the Series B Bonds as provided in Section 3.02(a). The amount of such premium which is deposited in the Debt Service Fund shall be applied to pay interest coming due and payable on the Series B Bonds on the next succeeding Interest Payment Dates.

Any moneys remaining in the Debt Service Fund after the Series B Bonds and the interest thereon have been paid, shall be transferred to any other interest and sinking fund for general obligation bond indebtedness of the District, and in the event there is no such debt outstanding, shall be transferred to the District for deposit in the District's general fund in accordance with Section 15234 of the Education Code.

Section 4.03. Disbursements From Debt Service Fund. The County shall administer the Debt Service Fund and make disbursements therefrom in the manner set forth in this Section. The County shall transfer amounts on deposit in the Debt Service

Fund, to the extent necessary to pay the principal of and interest on the Series B Bonds when due and payable, to the Paying Agent which, in turn, shall pay such moneys to DTC to pay the principal of and interest on the Series B Bonds. DTC will thereupon make payments of principal and interest on the Series B Bonds to the DTC Participants who will thereupon make payments of principal and interest to the beneficial owners of the Series B Bonds. As provided in Section 15323 of the Education Code, amounts in the Debt Service Fund for the Series B Bonds shall also be applied to pay the expense of paying such Series B Bonds elsewhere than at the office of the County Treasurer.

Section 4.04. Pledge of Taxes. The District hereby pledges all revenues from the property taxes collected from the levy by the Board of Supervisors of the County for the payment of the Series B Bonds, and all amounts on deposit in the Debt Service Fund, to the payment of the principal and interest on the Series B Bonds. This pledge shall be valid and binding from the date hereof for the benefit of the owners of the Series B Bonds and successors thereto. The property taxes and amounts held in the Debt Service Fund shall be immediately subject to this pledge, and the pledge shall constitute a lien and security interest which shall immediately attach to the property taxes and amounts held in the interest and sinking fund to secure the payment of the Series B Bonds and shall be effective, binding, and enforceable against the District, its successors, creditors and all others irrespective of whether those parties have notice of the pledge and without the need of any physical delivery, recordation, filing, or further act. This pledge constitutes an agreement between the District and owners of the Series B Bonds to provide security for the Series B Bonds in addition to any statutory lien that may exist.

Section 4.05. Investments. All moneys held in any of the funds or accounts established with the County Treasurer hereunder shall be invested in accordance with the investment policies of the County, as such policies exist at the time of investment. Obligations purchased as an investment of moneys in any fund or account shall be deemed to be part of such fund or account.

All interest or gain derived from the investment of amounts in any of the funds or accounts established hereunder shall be deposited in the fund or account from which such investment was made, and shall be expended for the purposes thereof. The District covenants that all investments of amounts deposited in any fund or account created by or under this Resolution, or otherwise containing proceeds of the Series B Bonds, shall be acquired and disposed of at the Fair Market Value thereof. For purposes of this Section, the term "Fair Market Value" shall mean, with respect to any investment, the price at which a willing buyer would purchase such investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of Section 1273 of the Tax Code) and, otherwise, the term "Fair Market Value" means the acquisition price in a bona fide arm's length transaction (as described above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Tax Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Tax Code, or (iii) the investment is a United States Treasury Security - State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt.

ARTICLE V

OTHER COVENANTS OF THE DISTRICT

Section 5.01. Punctual Payment. The Board will direct the County to levy *ad valorem* taxes, as provided in Section 15250 of the Education Code, so as to enable the District to punctually pay, or cause to be paid, the principal of and interest on the Series B Bonds, in conformity with the terms of the Series B Bonds and of this Resolution. Nothing herein contained prevents the District from making advances of its own moneys howsoever derived to any of the uses or purposes permitted by law.

Section 5.02. Books and Accounts; Financial Statements. The District will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the District in which complete and correct entries are made of all transactions relating to the expenditure of the proceeds of the Series B Bonds. Such books of record and accounts shall at all times during business hours be subject to the inspection of the Paying Agent and the Owners of not less than 10% in aggregate principal amount of the Series B Bonds then Outstanding, or their representatives authorized in writing.

Section 5.03. Protection of Security and Rights of Series B Bond Owners. The District will preserve and protect the security of the Series B Bonds and the rights of the Series B Bond Owners, and will warrant and defend their rights against all claims and demands of all persons. Following the issuance of the Series B Bonds by the District, the Series B Bonds shall be incontestable by the District.

Section 5.04. Tax Covenants. It is intended that interest on the Series B Bonds shall be issued as federally tax-exempt obligations under the Tax Code. However, a portion of the Series B Bonds may be issued on a federally taxable basis in the event and to the extent required under the Tax Code in the opinion of Bond Counsel. The following provisions of this Section shall apply to those Series B Bonds which are issued on a federally tax-exempt basis.

(a) Private Activity Bond Limitation. The District shall assure that the proceeds of the Series B Bonds are not so used as to cause the Series B Bonds to satisfy the private business tests of Section 141(b) of the Tax Code or the private loan financing test of Section 141(c) of the Tax Code.

(b) Federal Guarantee Prohibition. The District shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause any of the Series B Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Tax Code.

(c) No Arbitrage. The District shall not take, or permit or suffer to be taken by the Paying Agent or the County or otherwise, any action with respect to the proceeds of the Series B Bonds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the Closing Date would have caused the Series B Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Tax Code.

(d) Maintenance of Tax-Exemption. The District shall take all actions necessary to assure the exclusion of interest on the Series B Bonds from the gross income of the Owners of the Series B Bonds to the same extent as such interest is permitted to be excluded from gross income under the Tax Code as in effect on the Closing Date.

(e) Rebate of Excess Investment Earnings to United States. The District shall calculate or cause to be calculated excess investment earnings with respect to the Series B Bonds which are required to be rebated to the United States of America under Section 148(f) of the Tax Code, and shall pay the full amount of such excess investment earnings to the United States of America in such amounts, at such times and in such manner as may be required under the Tax Code, if and to the extent such Section 148(f) is applicable to the Series B Bonds. Such payments shall be made by the District from any source of legally available funds of the District. The District shall keep or cause to be kept, and retain or cause to be retained for a period of six years following the retirement of the Series B Bonds, records of the determinations made under this subsection. In order to provide for the administration of this subsection, the District may provide for the employment of independent attorneys, accountants and consultants compensated on such reasonable basis as the District deems appropriate.

Section 5.05. Continuing Disclosure. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, which a District Representative is hereby authorized to execute and deliver on the Closing Date. Notwithstanding any other provision of this Resolution, failure of the District to comply with the Continuing Disclosure Certificate shall not constitute a default by the District hereunder or under the Series B Bonds; however, any Participating Underwriter (as that term is defined in the Continuing Disclosure Certificate) or any holder or beneficial owner of the Series B Bonds may, take such actions as may be necessary and appropriate to compel performance, including seeking mandate or specific performance by court order.

Section 5.06. CDIAC Annual Reporting. The District hereby covenants and agrees that it will comply with the provisions of Section 8855(k) of the California Government Code with respect to annual reporting to the California Debt and Investment Advisory Commission. Said reporting will occur at the times and include the types of information as set forth therein. Notwithstanding any other provision of this Resolution, failure of the District to comply with said reporting shall not constitute a default by the District hereunder or under the Series B Bonds.

Section 5.07. Further Assurances. The District shall adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Resolution, and for the better assuring and confirming unto the Owners of the Series B Bonds of the rights and benefits provided in this Resolution.

ARTICLE VI

THE PAYING AGENT

Section 6.01. Appointment of Paying Agent. U.S. Bank Trust Company, National Association, is hereby appointed to act as Paying Agent for the Series B Bonds and, in such capacity, shall also act as registration agent and authentication agent for the Series B Bonds. The Paying Agent undertakes to perform such duties, and only such duties, as are specifically set forth in this Resolution, and even during the continuance of an event of default with respect to the Series B Bonds, no implied covenants or obligations shall be read into this Resolution against the Paying Agent. The Board hereby approves the execution and delivery of a Paying Agent Agreement between the District and the Paying Agent. A District Representative is hereby authorized and directed to execute the final form of Paying Agent Agreement on behalf of the District. In the event of any inconsistency or conflict between the provisions of this Resolution and the provisions of such Paying Agent Agreement, the provisions of such Paying Agent Agreement shall be controlling.

The District may remove the Paying Agent initially appointed, and any successor thereto, and may appoint a successor or successors thereto, but any such successor shall be a bank or trust company doing business and having an office in the State of California, having a combined capital (exclusive of borrowed capital) and surplus of at least $50,000,000, and subject to supervision or examination by federal or state authority. If such bank or trust company publishes a report of condition at least annually, under law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

The Paying Agent may at any time resign by giving written notice to the District and the Series B Bond Owners of such resignation. Upon receiving notice of such resignation, the District shall promptly appoint a successor Paying Agent by an instrument in writing. Any resignation or removal of the Paying Agent and appointment of a successor Paying Agent will become effective upon acceptance of appointment by the successor Paying Agent.

Section 6.02. Merger or Consolidation. Any company or association into which the Paying Agent may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company or association to which the Paying Agent may sell or transfer all or substantially all of its paying agency functions, provided that such company or association shall be eligible under Section 6.01, shall be the successor to the Paying Agent and vested with all of the powers, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding.

Section 6.03. Paying Agent May Hold Bonds. The Paying Agent may become the owner of any of the Series B Bonds in its own or any other capacity with the same rights it would have if it were not Paying Agent.

Section 6.04. Liability of Agents. The recitals of facts, covenants and agreements in this Resolution and in the Series B Bonds constitute statements, covenants and agreements of the District, and the Paying Agent assumes no responsibility for the correctness of the same, nor makes any representations as to the validity or sufficiency of this Resolution or of the Series B Bonds, nor shall incur any responsibility in respect thereof, other than as set forth in this Resolution. The Paying Agent is not liable in connection with the performance of its duties hereunder, except for its own negligence or willful default.

In the absence of bad faith, the Paying Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Paying Agent and conforming to the requirements of this Resolution.

The Paying Agent is not liable for any error of judgment made in good faith by a responsible officer in the absence of the negligence of the Paying Agent.

No provision of this Resolution requires the Paying Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it has reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

The Paying Agent may execute any of the powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Paying Agent is not responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder.

Section 6.05. Notice to Paying Agent. The Paying Agent may rely and is protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The Paying Agent may consult with counsel, who may be counsel to the District, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

Whenever in the administration of its duties under this Resolution the Paying Agent deems it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof is specifically prescribed in this Resolution) may, in the absence of bad faith on the part of the Paying Agent, be deemed to be conclusively proved and established by a certificate of the District, and such certificate shall be full warrant to the Paying Agent for any action taken or suffered under the provisions of this Resolution upon the faith thereof, but in its discretion the Paying Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

Section 6.06. Compensation; Indemnification. The District shall pay to the Paying Agent from time to time reasonable compensation for all services rendered under this Resolution, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of their attorneys, agents and employees, incurred in and

about the performance of their powers and duties under this Resolution. The District further agrees to indemnify the Paying Agent against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or bad faith.

Section 6.07. *Force Majeure*. In no event shall the Paying Agent be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, pandemics, epidemics, recognized public emergencies, quarantine restrictions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the Paying Agent shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

Section 6.08. U.S.A. Patriot Act. The parties hereto acknowledge that in accordance with Section 326 of the U.S.A. Patriot Act, the Paying Agent is required to obtain, verify, and record information that identifies each person or legal entity that establishes a relationship or opens an account with the Paying Agent. The District shall provide the Paying Agent with such information as it may request in order for the Paying Agent to satisfy the requirements of the U.S.A. Patriot Act.

ARTICLE VII

REMEDIES OF SERIES B BOND OWNERS

Section 7.01. Remedies of Series B Bond Owners. Any Series B Bond Owner has the right, for the equal benefit and protection of all Series B Bond Owners similarly situated:

(a) by mandamus, suit, action or proceeding, to compel the District and its members, officers, agents or employees to perform each and every term, provision and covenant contained in this Resolution and in the Series B Bonds, and to require the carrying out of any or all such covenants and agreements of the District and the fulfillment of all duties imposed upon it;

(b) by suit, action or proceeding in equity, to enjoin any acts or things which are unlawful, or the violation of any of the Series B Bond Owners' rights; or

(c) upon the happening and continuation of any default by the District hereunder or under the Series B Bonds, by suit, action or proceeding in any court of competent jurisdiction, to require the District and its members and employees to account as if it and they were the trustees of an express trust.

Section 7.02. Remedies Not Exclusive. No remedy herein conferred upon the Owners of the Series B Bonds is exclusive of any other remedy. Each and every remedy

is cumulative and may be exercised in addition to every other remedy given hereunder or thereafter conferred on the Series B Bond Owners.

Section 7.02. Non-Waiver. Nothing in this Article or in any other provision of this Resolution or in the Series B Bonds, affects or impairs the obligation of the District, which is absolute and unconditional, to pay the principal of and interest on the Series B Bonds to the respective Owners of the Series B Bonds at the respective dates of maturity, as herein provided, or affects or impairs the right of action against the District, which is also absolute and unconditional, of such Owners to institute suit against the District to enforce such payment by virtue of the contract embodied in the Series B Bonds.

A waiver of any default by any Series B Bond Owner shall not affect any subsequent default or impair any rights or remedies on the subsequent default. No delay or omission of any Owner of any of the Series B Bonds to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein, and every power and remedy conferred upon the Series B Bond Owners by this Article may be enforced and exercised from time to time and as often as shall be deemed expedient by the Owners of the Series B Bonds.

If a suit, action or proceeding to enforce any right or exercise any remedy be abandoned or determined adversely to the Series B Bond Owners, the District and the Series B Bond Owners shall be restored to their former positions, rights and remedies as if such suit, action or proceeding had not been brought or taken.

ARTICLE VIII

AMENDMENT OF THIS RESOLUTION

Section 8.01. Amendments Effective Without Consent of the Owners. The Board may amend this Resolution from time to time, without the consent of the Owners of the Series B Bonds, for any one or more of the following purposes:

(a) to add to the covenants and agreements of the District in this Resolution, other covenants and agreements to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;

(b) to confirm, as further assurance, any pledge under, and to subject to any lien or pledge created or to be created by, this Resolution, of any moneys, securities or funds, or to establish any additional funds or accounts to be held under this Resolution; or

(c) to cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in this Resolution, in a manner which does not materially adversely affect the interests of the Series B Bond Owners in the opinion of Bond Counsel filed with the District.

Section 8.02. Amendments Effective With Consent of the Owners. The Board may amend this Resolution from time to time for any purpose not set forth in Section 8.01,

with the written consent of the Owners of a majority in aggregate principal amount of the Series B Bonds which are Outstanding at the time such consent is given.

Any of the following amendments of this Resolution may be made only with the prior written consent of the Owners of all Outstanding Series B Bonds: (a) a change in the terms of maturity of the principal of any Outstanding Series B Bonds or of any interest payable thereon or a reduction in the principal amount thereof or in the rate of interest thereon, (b) a reduction of the percentage of Series B Bonds the consent of the Owners of which is required to effect any such modification or amendment, (c) a change in the provisions of Section 7.01 relating to Events of Default, or (d) a reduction in the amount of moneys pledged for the repayment of the Series B Bonds. No amendment may be made to the rights or obligations of any Paying Agent without its written consent.

ARTICLE IX

MISCELLANEOUS

Section 9.01. Benefits of Resolution Limited to Parties. Nothing in this Resolution, expressed or implied, gives any person other than the District, the County, the Paying Agent and the Owners of the Series B Bonds, any right, remedy, claim under or by reason of this Resolution. The covenants, stipulations, promises or agreements in this Resolution are for the sole and exclusive benefit of the Owners of the Series B Bonds.

Section 9.02. Defeasance of Series B Bonds.

(a) Discharge of Resolution. The Series B Bonds may be paid by the District in any of the following ways, provided that the District also pays or causes to be paid any other sums payable hereunder by the District:

(i) by paying or causing to be paid the principal or redemption price of and interest on such Series B Bonds, as and when the same become due and payable;

(ii) by irrevocably depositing, in trust, at or before maturity, money or securities in the necessary amount (as provided in Section 9.02(c) hereof) to pay such Series B Bonds; or

(iii) by delivering such Series B Bonds to the Paying Agent for cancellation by it.

If the District pays all Outstanding Series B Bonds and also pays or causes to be paid all other sums payable hereunder by the District, then and in that case, at the election of the District (evidenced by a certificate of a District Representative filed with the Paying Agent, signifying the intention of the District to discharge all such indebtedness and this Resolution), and notwithstanding that any Series B Bonds have not been surrendered for payment, this Resolution and other assets made under this Resolution and all covenants, agreements and other obligations of the District under this Resolution shall cease, terminate, become void and be completely discharged and satisfied, except only as provided in Section 9.02(b). In that event, upon request of the District, the Paying Agent shall cause an accounting for such period or periods as may be requested by the District

to be prepared and filed with the District and shall execute and deliver to the District all such instruments as may be necessary to evidence such discharge and satisfaction, and the Paying Agent shall pay over, transfer, assign or deliver to the District all moneys or securities or other property held by it under this Resolution which are not required for the payment or redemption of Series B Bonds not theretofore surrendered for such payment or redemption.

(b) Discharge of Liability on Series B Bonds. Upon the deposit, at or before maturity, of money or securities in the necessary amount (as provided in Section 9.02(c) hereof) to pay or redeem any Outstanding Series B Bond (whether upon or prior to its maturity or the redemption date of such Series B Bond), provided that, if such Series B Bond is to be redeemed prior to maturity, notice of such redemption has been given as provided in Section 2.03 or provision satisfactory to the Paying Agent has been made for the giving of such notice, then all liability of the District in respect of such Series B Bond shall cease and be completely discharged, except only that thereafter the Owner thereof shall be entitled only to payment of the principal of and interest on such Series B Bond by the District, and the District shall remain liable for such payment, but only out of such money or securities deposited with the Paying Agent as aforesaid for such payment.

The District may at any time surrender to the Paying Agent for cancellation by it any Series B Bonds previously issued and delivered, which the District may have acquired in any manner whatsoever, and such Series B Bonds, upon such surrender and cancellation, shall be deemed to be paid and retired.

(c) Deposit of Money or Securities with Paying Agent. Whenever in this Resolution it is provided or permitted that there be deposited with or held in trust by the Paying Agent money or securities in the necessary amount to pay any Series B Bonds, the money or securities so to be deposited or held may include money or securities held by the Paying Agent in the funds and accounts established under this Resolution and shall be:

(i) lawful money of the United States of America in an amount equal to the principal amount of such Series B Bonds and all unpaid interest thereon to maturity, except that, in the case of Series B Bonds which are to be redeemed prior to maturity and in respect of which notice of such redemption has been given as provided in Section 2.03 or provision satisfactory to the Paying Agent has been made for the giving of such notice, the amount to be deposited or held shall be the principal amount or redemption price of such Series B Bonds and all unpaid interest thereon to the redemption date; or

(ii) Federal Securities (not callable by the issuer thereof prior to maturity) the principal of and interest on which when due, in the opinion of a certified public accountant delivered to the District, will provide money sufficient to pay the principal or redemption price of and all unpaid interest to maturity, or to the redemption date, as the case may be, on the Series B Bonds to be paid or redeemed, as such principal or redemption price and interest become due, provided that, in the case of Series B Bonds which are to be redeemed prior to the maturity thereof, notice of such redemption has been given as provided in

Section 2.03 or provision satisfactory to the Paying Agent has been made for the giving of such notice.

(d) Payment of Series B Bonds After Discharge of Resolution. Notwithstanding any provisions of this Resolution, any moneys held by the Paying Agent for the payment of the principal or redemption price of, or interest on, any Series B Bonds and remaining unclaimed for two years after the principal of all of the Series B Bonds has become due and payable (whether at maturity or upon call for redemption or by acceleration as provided in this Resolution), if such moneys were so held at such date, or two years after the date of deposit of such moneys if deposited after said date when all of the Series B Bonds became due and payable, shall, upon request of the District, be repaid to the District and all liability of the Paying Agent with respect to such moneys shall thereupon cease; *provided, however*, that before the repayment of such moneys to the District as aforesaid, the Paying Agent may (at the cost of the District) first mail to the Owners of all Series B Bonds which have not been paid at the addresses shown on the Registration Books a notice in such form as may be deemed appropriate by the Paying Agent, with respect to the Series B Bonds so payable and not presented and with respect to the provisions relating to the repayment to the District of the moneys held for the payment thereof.

Section 9.03. Execution of Documents and Proof of Ownership by Series B Bond Owners. Any request, declaration or other instrument which this Resolution may require or permit to be executed by the Series B Bond Owners may be in one or more instruments of similar tenor, and shall be executed by the Series B Bond Owners in person or by their attorneys appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Series B Bond Owner or their attorney of such request, declaration or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the person signing such request, declaration or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered Bonds and the amount, maturity, number and date of holding the same shall be proved by the Registration Books.

Any request, declaration or other instrument or writing of the Owner of any Series B Bond shall bind all future Owners of such Series B Bond in respect of anything done or suffered to be done by the District or the Paying Agent in good faith and in accordance therewith.

Section 9.04. Waiver of Personal Liability. No Board member, officer, agent or employee of the District shall be individually or personally liable for the payment of the principal of or interest on the Series B Bonds; but nothing herein contained shall relieve any such Board member, officer, agent or employee from the performance of any official duly provided by law.

Section 9.05. Non-Liability of County; Indemnification. Notwithstanding anything stated to the contrary in this Resolution, the Series B Bonds are not a debt of the

County, including its Board, officers, officials, agents and employees, and the County, including its Board, officers, officials, agents and employees, shall have no obligation to repay the Series B Bonds. Neither the County, nor its Board of Supervisors, nor any officer, official, agent or employee of the County, shall have any obligation or liability hereunder or in connection with the transactions contemplated hereby other than as specified in the Education Code. The Series B Bonds, including the interest thereon, are payable solely from taxes levied under Sections 15250 and 15252 of the Education Code. The County has no responsibility and assumes no liability whatsoever arising from the expenditure of the proceeds of the Series B Bonds by the District.

The County (including its officers, agents and employees) shall undertake only those duties of the County under this Resolution which are specifically set forth in this Resolution, and even during the continuance of an event of default with respect to the Series B Bonds, no implied covenants or obligations shall be read into this Resolution against the County (including its officers, agents and employees).

The District further agrees to indemnify, defend and save the County (including its officers, agents and employees) harmless against any and all liabilities, costs, expenses, damages and claims which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or bad faith.

Section 9.06. Destruction of Canceled Bonds. Whenever in this Resolution provision is made for the surrender to the District of any Series B Bonds which have been paid or canceled under the provisions of this Resolution, a certificate of destruction duly executed by the Paying Agent shall be deemed to be the equivalent of the surrender of such canceled Bonds and the District shall be entitled to rely upon any statement of fact contained in any certificate with respect to the destruction of any such Series B Bonds therein referred to.

Section 9.07. Partial Invalidity. If any section, paragraph, sentence, clause or phrase of this Resolution shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Resolution. The District hereby declares that it would have adopted this Resolution and each and every other section, paragraph, sentence, clause or phrase hereof and authorized the issue of the Series B Bonds pursuant thereto irrespective of the fact that any one or more sections, paragraphs, sentences, clauses, or phrases of this Resolution may be held illegal, invalid or unenforceable. If, by reason of the judgment of any court, the District is rendered unable to perform its duties hereunder, all such duties and all of the rights and powers of the District hereunder shall be assumed by and vest in the chief financial officer of the District in trust for the benefit of the Series B Bond Owners.

Section 9.08. Validation. The Series B Bonds, contracts, agreements, closing certifications and projections and all other actions taken and documents authorized and executed in connection with the Series B Bonds and the election authorizing the issuance thereof shall benefit from the procedures, protections and limitations set forth in Government Code 53510 and Code of Civil Procedure 860 and following.

Section 9.09. Effective Date of Resolution. This Resolution shall take effect from and after the date of its passage and adoption.

* * * * * *

The foregoing Resolution was adopted by the Board of Trustees of the Alum Rock Union Elementary School District of Santa Clara County, being the Board authorized by law to make the designations therein contained by the following vote, on May 9, 2024.

Adopted by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
President of the Board

Attest:

_____
Clerk of the Board

APPENDIX A

FORM OF SERIES B BOND*

REGISTERED BOND NO. _____ **$_____**

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
(Santa Clara County, California)

GENERAL OBLIGATION BOND
2016 ELECTION, SERIES B

INTEREST RATE:	MATURITY DATE:	DATED DATE:	CUSIP

REGISTERED OWNER:

PRINCIPAL AMOUNT:

The ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT (the "District"), located in Santa Clara County, California (the "County"), for value received, hereby promises to pay to the Registered Owner named above, or registered assigns, the Principal Amount on the Maturity Date, each as stated above, and interest thereon, calculated on a 30/360 day basis, until the Principal Amount is paid or provided for, at the Interest Rate stated above, such interest to be paid on February 1 and August 1 of each year, commencing _____, 20__ (the "Interest Payment Dates"). This Bond will bear interest from the Interest Payment Date next preceding the date of authentication hereof, unless (a) it is authenticated as of a business day following the 15th day of the month immediately preceding any Interest Payment Date and on or before such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (b) it is authenticated prior to _____, 20__, in which event it will bear interest from the Dated Date set forth above.

The principal of and interest on this Bond are payable in lawful money of the United States of America to the person in whose name this Bond is registered (the "Registered Owner") on the Bond registration books maintained by the Paying Agent, initially U.S. Bank Trust Company, National Association. The principal hereof is payable upon presentation and surrender of this Bond at the office of the Paying Agent. Interest hereon

* *Note: all blanks herein will be filled in to reflect information which becomes available after the sale of the Series B Bonds. Such information is intended to be blank in this Appendix A.*

is payable by check mailed by the Paying Agent on each Interest Payment Date to the Registered Owner of this Bond by first-class mail at the address appearing on the Bond registration books at the close of business on the 15th day of the calendar month next preceding such Interest Payment Date (the "Record Date"); *provided, however*, that at the written request of the registered owner of Bonds in an aggregate principal amount of at least $1,000,000, which written request is on file with the Paying Agent prior to any Record Date, interest on such Bonds shall be paid on each succeeding Interest Payment Date by wire transfer in immediately available funds to such account of a financial institution within the United States of America as specified in such written request.

This Bond is one of a series of $_____ of Bonds issued for the purpose of raising money for the acquisition, construction and rehabilitation of school facilities and for the purpose of prepaying outstanding obligations of the District, and to pay all necessary legal, financial, engineering and contingent costs in connection therewith under authority of and under the laws of the State of California, and the requisite 55% vote of the electors of the District cast at a special bond election held on June 7, 2016, upon the question of issuing Bonds in the amount of $139,999,671.60, and under a resolution of the Board of Trustees of the District adopted on May 9, 2024 (the "Bond Resolution"). This Bond and the issue of which this Bond is a part are payable as to both principal and interest from the proceeds of the levy of *ad valorem* taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount.

The principal of and interest on this Bond do not constitute a debt of the County, the State of California, or any of its political subdivisions other than the District, or any of the officers, agents and employees thereof, and neither the County, the State of California, any of its political subdivisions, nor any of the officers, agents and employees thereof shall be liable hereon. In no event shall the principal of and interest on this Bond be payable out of any funds or properties of the District other than *ad valorem* taxes levied upon all taxable property in the District.

The Bonds of this issue are issuable only as fully registered Bonds in the denominations of $5,000 or any integral multiple thereof. This Bond is exchangeable and transferable for Bonds of other authorized denominations at the office of the Paying Agent, by the Registered Owner or by a person legally empowered to do so, upon presentation and surrender hereof to the Paying Agent, together with a request for exchange or an assignment signed by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Paying Agent, all subject to the terms, limitations and conditions provided in the Bond Resolution. Any tax or governmental charges shall be paid by the transferor. The District and the Paying Agent may deem and treat the Registered Owner as the absolute owner of this Bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

The Bonds maturing on or before August 1, 20__ are not subject to redemption prior to their respective stated maturities. The Bonds maturing on or after August 1, 20__ are subject to redemption prior to maturity as a whole, or in part among maturities on such basis as designated by the District and by lot within a maturity, at the option of the District, from any available source of funds, on August 1, 20__, and on any Interest Payment Date thereafter, at a redemption price equal to 100% of the principal amount of Bonds to be redeemed together with accrued interest thereon to the date fixed for redemption, without premium.

[*if applicable*: The Bonds maturing on August 1 in each of the years ____ and _____ are Term Bonds which are subject to mandatory sinking fund redemption on August 1 in each of the years and in the respective principal amounts as set forth in the following table, at a redemption price equal to 100% of the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption. If some but not all of the Term Bonds have been redeemed under the preceding paragraph, the aggregate principal amount of Term Bonds to be redeemed under this paragraph will be reduced on a pro rata basis in integral multiples of $5,000, as designated under written notice filed by the District with the Paying Agent.

Mandatory Sinking Fund Redemption Date (August 1)	Principal Amount To be Redeemed

The Paying Agent shall give notice of the redemption of the Bonds at the expense of the District. Such notice shall specify: (a) that the Bonds or a designated portion thereof are to be redeemed, (b) the numbers and CUSIP numbers of the Bonds to be redeemed, (c) the date of notice and the date of redemption, (d) the place or places where the redemption will be made, and (e) descriptive information regarding the Bonds including the dated date, interest rate and stated maturity date. Such notice shall further state that on the specified date there becomes due and payable upon each Bond to be redeemed, the portion of the principal amount of such Bond to be redeemed, together with interest accrued to said date, and that from and after such date interest with respect thereto shall cease to accrue and be payable.

Notice of redemption shall be by registered or otherwise secured mail or delivery service, postage prepaid, to the registered owners of any Bonds designated for redemption at their addresses appearing on the Bond registration books, in every case at least 20 days, but not more than 60 days, prior to the redemption date; provided that neither failure to receive such notice nor any defect in any notice so mailed shall affect the sufficiency of the proceedings for the redemption of such Bonds.

Neither the District nor the Paying Agent will be required to transfer any Bond (a) during the period established by the Paying Agent for selection of Series B Bonds for redemption or (b) with respect to a Series B Bond which has been selected for redemption.

Reference is made to the Bond Resolution for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the Bonds of this series, the rights, duties and obligations of the District, the Paying Agent and the Registered Owners, and the terms and conditions upon which the Bonds are issued and secured. The owner of this Bond assents, by acceptance hereof, to all of the provisions of the Bond Resolution.

It is certified, recited and declared that all acts and conditions required by the Constitution and laws of the State of California to exist, to be performed or to have been

met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that payment in full for the Bonds has been received; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the Bonds; and that due provision has been made for levying and collecting *ad valorem* property taxes on all of the taxable property within the District in an amount sufficient to pay principal and interest when due, and for levying and collecting such taxes the full faith and credit of the District are hereby pledged.

This Bond shall not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication below has been manually signed by the Paying Agent.

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Fiscal Agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest in this Bond.

IN WITNESS WHEREOF, the Alum Rock Union Elementary School District has caused this Bond to be executed by the facsimile signature of the President of its Board of Trustees, and attested by the facsimile signature of the Secretary of its Board of Trustees, all as of the date stated above.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

By *[Exhibit only; Not for execution]*
President
Board of Trustees

Attest:

[Exhibit only; Not for execution]
Secretary
Board of Trustees

FORM OF CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the Bond Resolution referred to in this Bond.

Date of Authentication:

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Paying Agent

By _____
Authorized Signatory

FORM OF ASSIGNMENT

For value received, the undersigned do(es) hereby sell, assign and transfer unto

_____

_____

_____
(Name, Address and Tax Identification or Social Security Number of Assignee)

the within Bond and do(es) hereby irrevocably constitute and appoint _____ _____ attorney, to transfer the same on the registration books of the Bond Registrar, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

_____

Note: Signature(s) must be guaranteed by an eligible guarantor institution.

Note: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

APPENDIX B

REQUIRED DISCLOSURES PURSUANT TO GOVERNMENT CODE SECTION 5852.1

1. True Interest Cost of the Series B Bonds (Estimated): 4.50%

2. Finance charge of the Series B Bonds, being the sum of all fees and charges paid to third parties, in the amount of approximately $434.316. Such amount consists of costs of issuing the Series B Bonds in the amount of approximately $220,000, plus estimated Underwriter' compensation in the amount of $214,316.

3. Proceeds of the Series B Bonds expected to be received by the District, net of proceeds for Costs of Issuance in (2) above to paid, capitalized interest and reserves (if any) from the principal amount of the Series B Bonds (Estimated): $39,696,560.

4. Total Payment Amount for the Series B Bonds, being the sum of all debt service to be paid on the Series B Bonds to final maturity (Estimated): $85,446,157.

**All amounts and percentages are estimates, and are made in good faith by the District based on information available as of the date of adoption of this Resolution. Estimates include certain assumptions regarding tax-exempt interest rates available in the bond market at the time of pricing the Series B Bonds.*

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

7.02

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: April 24, 2024

Subject: **Resolution No. 60-23/24**
Resolution of the Board of Supervisors of the County of Santa Clara, State of California, Awarding the Sale of General Obligation Bonds in the Name and on Behalf of the Alum Rock Union Elementary School District in the Aggregate Principal Amount of not to Exceed $40,000,000, and Approving Related Matters and Official Actions.

Staff Analysis: Measure I was approved by District voters in 2016 authorizing nearly $140 million in bonds for school equipment and facility improvements. The District has previously issued an initial series of Measure I Bonds in the aggregate principal amount of $40,000,000. At this time, the Board wishes to initiate proceedings for the issuance and sale of a second series of Measure I Bonds under the Bond Law in the aggregate principal amount of not to exceed $40,000,000 (the "Series B Bonds"). In this resolution, the District has formally requested to have the County levy ad valorem taxes in an amount sufficient to pay the principal of and interest on the 2016 Series B Bonds when due, and to place on its annual tax rolls taxes sufficient to fulfill the requirements of the debt service schedule for the 2016 Series B Bonds that will be provided to the Director of Finance of the County (the "Director of Finance") or designee by the District following the sale of the 2016 Series B Bonds.

Recommendation: Staff recommends that the Board of Trustees approve the Resolution No. 60-23/24 of the Board of Supervisors of the County of Santa Clara, State of California, Awarding the Sale of General Obligation Bonds in the Name and on Behalf of the Alum Rock Union Elementary School District in the Aggregate Principal Amount of not to Exceed $40,000,000, and Approving Related Matters and Official Actions.

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

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

RESOLUTION NO. 60-23/24

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, AWARDING THE SALE OF GENERAL OBLIGATION BONDS IN THE NAME AND ON BEHALF OF THE ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED $40,000,000, AND APPROVING RELATED MATTERS AND OFFICIAL ACTIONS

WHEREAS, a duly called general obligation bond election was held in the Alum Rock Union Elementary School District (the "District"), Santa Clara County (the "County") on June 7, 2016 (the "Election") and thereafter canvassed pursuant to the law, at which there was submitted to and approved by the requisite vote of fifty-five percent or more of the qualified electors of the District a question as to the issuance and sale of general obligation bonds of the District for specified projects set forth in the ballot submitted to the voters, in the maximum amount of not to exceed $139,999,671.60 (the "Bonds"), payable from the levy of an *ad valorem* tax against the taxable property of the District (the "2016 Authorization");

WHEREAS, pursuant to a resolution (the "District Resolution") of the Governing Board of the District adopted May 9, 2024, the District has authorized the issuance of a series of Bonds under the 2016 Authorization in the aggregate principal amount of not to exceed $40,000,000 to be designated the "Alum Rock Union Elementary School District (Santa Clara County, California) General Obligation Bonds, 2016 Election, Series B" (the "2016 Series B Bonds");

WHEREAS, pursuant to Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (the "Act"), the 2016 Series B Bonds are authorized to be issued by the District for the purposes set forth in the ballot measure submitted to voters at the Election;

WHEREAS, the District has indicated to the County that it has received a qualified certification in its most recent interim report;

WHEREAS, the District Resolution authorizes the sale of the 2016 Series B Bonds on a negotiated basis, as a result of which the District has advised the County that pursuant to Section 53508.7(c) of the Bond Law, the sale of the 2016 Series B Bonds is required to be conducted by the Board of Supervisors of the County in the name and on behalf of the District in accordance with Section 15146 of the Education Code; and

WHEREAS, pursuant to the District Resolution, the District has authorized the sale of the 2016 Series B Bonds to Siebert Williams Shank & Co., LLC, as underwriter (the "Underwriter"), and the District has received assurances from the firm of Jones Hall, A Professional Law Corporation, as bond counsel to the District, that the sale of the 2016 Series B Bonds to the

Underwriter is not inconsistent with the requirements of Section 15146 of the Education Code; and

WHEREAS, pursuant to the District Resolution, the District has formally requested to have the County levy *ad valorem* taxes in an amount sufficient to pay the principal of and interest on the 2016 Series B Bonds when due, and to place on its annual tax rolls taxes sufficient to fulfill the requirements of the debt service schedule for the 2016 Series B Bonds that will be provided to the Director of Finance of the County (the "Director of Finance") or designee by the District following the sale of the 2016 Series B Bonds.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of Supervisors of the County of Santa Clara, State of California, as follows:

Section 1. Recitals. All of the above recitals are true and correct.

Section 2. Sale of the 2020 Bonds. Pursuant to Section 15146 of the Education Code, this Board hereby authorizes and directs the sale of the 2016 Series B Bonds on behalf of the District in the aggregate principal amount of $40 million. Pursuant to the written request of the District made pursuant to the District Resolution, the 2016 Series B Bonds shall be sold to Underwriter in accordance with the provisions of the Bond Purchase Agreement which is on file with the Clerk of the Board. The Board hereby ratifies and confirms all actions previously taken by the District with respect to the purchase and sale of the 2016 Series B Bonds.

Section 3. Levy and Collection of Tax for Payment of Bonds. This Board authorizes the levy and collection, on all taxable property in the County situated within the District, during the period when any of the 2016 Series B Bonds are outstanding, commencing with a levy on the 2024-25 tax roll, of *ad valorem* taxes in an amount sufficient to pay the principal of and interest on the 2016 Series B Bonds when due. Such taxes, when collected, shall be paid into the County Treasury pursuant to Section 15251 of the Education Code.

Section 4. Other Actions. The Board President, the Clerk of the Board, the County Counsel, and the Director of Finance and Controller-Treasurer and the deputies and designees of such officers, are hereby authorized and directed to execute and deliver any and all certificates, representations or agreements as may be acceptable to County Counsel, and which are deemed necessary and desirable to accomplish the transaction authorized herein or to otherwise comply with the terms of this Resolution. Such actions heretofore taken by such officers, officials and staff are hereby ratified, confirmed and approved.

Section 5. No Liability of the County. Notwithstanding anything to the contrary in the District Resolution or herein, the 2016 Series B Bonds shall not be a debt of the County, and neither the Board nor the County, nor their respective officers, officials, agents or employees, shall have any obligation to repay the 2016 Series B Bonds. Neither the County, nor the Board, nor their respective officers, officials, agents or employees, shall have any obligation or liability hereunder or in connection with the transactions contemplated herein. The 2016 Series B Bonds,

including interest thereon, are payable solely from *ad valorem* taxes levied in respect thereof. The County shall have no responsibility and assumes no liability whatsoever arising from the expenditure of proceeds of the 2016 Series B Bonds by the District.

Section 6. Investment of 2016 Series B Bond Proceeds. If the proceeds of the 2016 Series B Bonds are deposited with the County, the proceeds, and any interest earnings thereon, whether maintained in a building fund or debt service fund, shall be invested by the County in any one or more investments generally permitted to school districts under the laws of the State of California, consistent with the investment policy of the County and this Resolution (the "Permitted Investments"). The Permitted Investments shall specifically include: (a) the County Pooled Investment Fund maintained by the Director of Finance, and (b) at the request of the District, (i) the Local Agency Investment Fund maintained by the Treasurer of the State of California; (ii) other investments permitted under section 53601 of the California Government Code; and (iii) investment agreements with financial institutions with senior unsecured credit ratings in one of the two highest rating categories (without regard to any refinement or gradation of such rating category by a plus or minus or a numeral) from one or more nationally recognized statistical rating organization. In regard to any investments requested by the District specified in clauses (b)(i), (b)(ii) or (b)(iii) above, the County may decline the request of the District upon any reasonable basis, including, specifically, any concerns of the County regarding the legality, structure or appropriateness of the investment vehicle generally or the process proposed for the bidding or the execution of the investment. Consent by the County to a request by the District to use any investments requested by the District specified in clauses (b)(i), (b)(ii) or (b)(iii) above shall in no way imply any endorsement by the County of such investment and the County assumes no liability for the results of such investment or of the provider thereof.

If the District requests or requires that the County invest the proceeds of the 2016 Series B Bonds in investments that the Director of Finance determines, in his or her sole discretion, would impose additional financial, staffing or other burdens on the County beyond the burdens associated with investing the proceeds of the 2016 Series B Bonds as part of the County Pooled Investment Fund, the District shall reimburse the County for all additional investment management costs, which may include but are not limited to the costs of obtaining the services of an outside investment manager. If the Director of Finance determines that the services of an outside investment manager are necessary or appropriate for investment of the proceeds of the 2016 Series B Bonds, the County and District shall jointly contract with a mutually acceptable investment manager and, to the fullest extent allowed by law, the District shall indemnify, defend and hold harmless the County and its officials, employees and agents from any claim, liability, loss, injury or damage arising out of, or in connection with, the performance of the investment manager or the results of the investment, excepting only the sole negligence or willful misconduct of the County or its officials, employees and agents.

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Section 7. Effective Date. This Resolution shall take effect immediately upon its adoption.

PASSED AND. ADOPTED by the Board of Supervisors of the County of Santa Clara, State of California, on _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
SUSAN ELLENBERG, President
Board of Supervisors

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

ATTEST:

_____
CURTIS BOONE
Acting Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGALITY:

_____
ROBERT FANNION
Deputy County Counsel

7.03

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Board of Trustees: Date: 04/25/2024

Subject: **Amendment No.1 for the extension of B2223-Bonds28, original contract BD 238040, with Sixth Dimension Inc, for Portable Classroom at Adelante I and Aptitud, this extension would be for an increase in the amount of $40,512.00 and an additional 6 (six) months, from December 31, 2023 through June 30, 2024.**

Staff Analysis: Sixth Dimension requests the contract amount be increased and time extended due to the project having experienced significant schedule delays caused by inordinate weather, additional DSA requirements, geotechnical testing, fire alarm integrations and ADA improvements.

Item	Amount
Original Contract Amount	$ 129,534.00
Change order # 1	$ 40,512.00
New Contract total	**$ 170,046.00**

Recommendation: Staff recommends the Board of Trustees approve the addendum to increase the amount by $40,512.00 for the new total for $170,046.00, and additional 6 (six) months with Sixth Dimension.

Prepared by: Marc Freitas Title: Director of Bonds Department

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

To the Board of Trustees: Meeting: May 9, 2024

Regular Board Meeting

Recommended Approval

7.03

Agenda Placement

Imee C. Almazan, Ed.D., Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: Seconded by:

Approved Not Approved Tabled

916-246-6222
1504 Franklin Street
Suite 102
Oakland, CA 94612
www.6DPMCM.com

April 18, 2024

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

Subject: ARUSD – Amended Fee and Staffing Proposal for BD238040 – Portables Due to Changed Conditions

Dear Mr. Chheng,

Sixth Dimension (6DPMCM) has appreciated the opportunity to work with the District on your Measure I & J 2023/024 Summer Projects. Pursuant to recent communications, we are respectfully requesting an amendment to our Purchase Order Agreement for BD238040 for the Portables. The original fee, $129,534, and staffing plan anticipated this work would be completed in December 2023. Unfortunately, the project has experienced significant schedule delays caused by inordinate weather, DSA requirements, geotechnical testing, fire alarm integration, and ADA improvements, including ramps and paving.

We have been working as efficiently as possible to mitigate staff costs resulting from weather impacts and scope adjustments to the Portables. However, after further evaluation we respectfully request an amendment to our original Purchase order in the amount of $40,512 for total amount not to exceed $170,046.00, and a time extension which anticipates these projects to complete by June 30, 2024.

Our updated staffing plan and adjusted fee proposal for this endeavor in an amount not to exceed of $170,046, is attached for your review and consideration. Our team remains committed to ensuring continued success of the District program and projects.

Please don't hesitate to contact me or Project Director Dolores Montenegro, if there are any questions.

Sixth Dimension|6D PMCM

Karl Schultz,
Co-President/CEO



Alum Rock Union School District
Contract Amount: $128,534.00
RFP No. 2223-Bonds28 FONTABLES
FY 2023-2024 Budget vs Actuals

Original Contract	Amendment 1
$ 128,534	$ 40,714
	$ 169,248

UPDATED: 6/30/2024

BD	Leland Saylor Contract	
$ 168,728.36	$ 1,319.70	$ 170,048.06

POSITION	2023 RATE	2024 RATE	2023											2023 TOTAL	2024											2024 TOTAL	GRAND TOTAL
			M	A	M	J	J	A	S	O	N	D		J	F	M	A	M	J	J	A	S	O	N	D		
BD LABOR																											
Principal Fontana	$ 415	$ 432	0	0	0	0	0	0	0	0	0	0	$ -	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -
Project Director	$ 423	$ 437	1.5	0.5	2	3.75	1.5	2	3	7	12	12	$ 12,881	12.75	2.5	3	[redacted]	[redacted]	0	0	0	0	0	0	0	$ 171	$ 13,052
Sr. Cost Estimator	$ 158	$ 164	0	0	0	0	0	0	0	0	0	0	$ -	0	0	0	[redacted]	[redacted]	0	0	0	0	0	0	0	$ -	$ -
Project Manager	$ 164	$ 169	2	7	24	41	14	24	14	10	0	0	$ 21,152	0	0	0	[redacted]	[redacted]	0	0	0	0	0	0	0	$ -	$ 21,152
Project Manager	$ 164	$ 169	0	0	0	0	0	0	0	76	19	27	$ 13,989	26	47	29	[redacted]	[redacted]	0	0	0	0	0	0	0	$ 4,754	$ 18,743
Project Manager	$ 164	$ 169	0	0	0	0	0	0	0	0	0	0	$ -	0	0	0	[redacted]	[redacted]	0	0	0	0	0	0	0	$ -	$ -
Construction Manager	$ 164	$ 169	4	13	0	27	36	27	0	76	27	16	$ 41,564	52	41	52	0	0	0	0	0	0	0	0	0	$ 8,579	$ 50,143
Subtotal BD Billable Labor			$ 1,442	$ 3,793	$ 4,150	$ 10,594	$ 10,274	$ 11,348	$ 4,621	$ 16,883	$ 12,268	$ 13,272	$ 93,523	$ 18,644	$ 14,418	$ 13,132	$ 12,969	$ 12,419	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 74,769	$ 167,278

SUBCONSULTANTS																												
Subtotal Total A/E and Consultants Fee (Total Contract Amount)	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	$ 1,167.00	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	$ 1,167.00	$ 1,316.70
[redacted]			[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]			[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
Subtotal Subconsultants + Markup			0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,316.70	0.00	0.00	1,316.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,316.70

REIMBURSABLES																												
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	$ 871.93
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	$ 2,972.76
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	804.50
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	$ 0.00
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	$ 3,967.19
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	79.76
Subtotal Reimbursables + Markup			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	$ 3,967.19

Cumulative Total	$ -	$ -	1,442	3,793	4,150	10,594	10,274	11,348	4,621	18,200	12,268	13,272	$ 93,767	18,644	14,418	13,132	12,969	12,419	-	-	-	-	-	-	-	$ 74,769	$ 168,536
Contract Amount Total																												

		169,728.36	169,728
		39.11%	9.11%
$	1,316.70	$ -	Leland Saylor
	100.00%	0.00%	100.00%

7.04

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: 04/25/2024

Subject: **Amendment No.1 for the extension of B2223-Bonds29, original contract BD 238039, with Sixth Dimension Inc, this extension would be for an increase in the amount of $132,373.00 and an additional 18 (eighteen) months, from December 31, 2023, through June 30, 2025**

Staff Analysis: Sixth Dimension requests the contract amount be increased and time extended to the existing contract due to having extensive schedule delays caused by inordinate weather, additional DSA imposed requirements such as geotechnical testing and ADA improvements associated with the play structures at Lyndale, L.U.C.H.A and Cassel, as well as an additional play structure being added at McCollam school, and fencing projects at Painter and Sheppard schools.

Item	Amount
Original Contract Amount	$ 136,814.00
Change order # 1	$ 132,373.00
New Contract total	**$ 269,187.00**

Recommendation: Staff recommends the Board of Trustees approve the addendum to increase the amount by $136,814.00 for the new total for $269,187.00, and additional 18 (eighteen) months with Sixth Dimension.

Prepared by: Marc Freitas Title: Director of Bonds, Facilities, and Leases

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

To the Board of Trustees: Meeting: May 9, 2024

Regular Board Meeting

Recommended Approval

7.04

Agenda Placement

Imee C. Almazan, Ed.D., Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

916-246-6222
1504 Franklin Street
Suite 102
Oakland, CA 94612
www.6DPMCM.com

April 10, 2024

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

Subject: ARUSD – Amended Fee and Staffing Proposal for BD238039/248010 – Play Structures/Outdoor Classroom, and Fencing Projects

Dear Mr. Chheng,

Pursuant to recent communications with District staff regarding the addition of the McCollam Play Structure, and phase 2, new fencing projects, we are respectfully requesting an amendment to our Purchase Order Agreement for BD238039/248010. The original fee, $136,814, and staffing plan anticipated this work would be completed in December 2023. We are pleased to inform you that Phase 1 fencing projects have been completed and the team is making good progress on the outdoor learning center. However, revisions from DSA, after the plans were approved to address path of travel and liquefaction have caused schedules to slip on all of the assigned play structures. Work on the current play structures is moving into late summer 2024 with these projects scheduled to be completed in Spring 2025.

In recent communications District staff requested we provide an updated staffing and fee proposal to address the schedule delays associated with the play structures at Lyndale, Lucha, and Cassell, as well as an added play structure at McCollam and new fencing projects at Painter and Sheppard. (Phase 2).

We have determined that to address schedule impacts to the current play structures, phase 2 fencing at Painter, Sheppard, and new play structure at McCollam will require an adjustment to fee proposal in the amount of $132,373 for total amount not to exceed $269,187.00, as well as a time extension to close out these projects which is currently anticipated by June 30, 2025.

Our updated staffing plan with adjusted fee proposal for this endeavor is attached for your review and consideration. Our team remains committed to ensuring continued success of the District program and projects.

Please don't hesitate to contact me or Project Director Dolores Montenegro, if there are any questions.

Sixth Dimension PMCM Inc.|6DPMCM

Karl Schultz,
President

Alum Rock Union School District
Contract Amount: $138,814.00
RFP No. 2223-Bonds39 Play Structures
FY 2023-2024 Budget vs Actuals

Original Contract	Amendment 1
$ 138,814	$ 129,372
	$ 268,187

UPDATE: 4/8/2024

GD	Leland Saylor Contract	
$ 267,870.30	$ 1,316.70	$268,187.00

POSITION	2023 RATE	2024 RATE	2025 RATE	2024 J	F	M	A	M	J	J	A	S	O	N	D	2024 TOTAL	2025 J	F	M	A	M	J	2025 TOTAL	GRAND TOTALS
GD LABOR																								
Principal in Charge	$ 225	$ 232	$ 239	0	0	0	0	0	0	0	0	0	0	0	0	$ -	0	0	0	0	0	0	$ -	$ -
Project Director	$ 225	$ 232	$ 239	6.25	2.75	5										$ 14,036	0	0	0	0	0	0	$ -	$ 14,036
Sr. Goal Publisher	$ 189	$ 195	$ 195	0	0	0										$ 2,184	0	0	0	0	0	0	$ -	$ 2,184
Project Manager	$ 184	$ 193	$ 199	0	0	0										$ 79,242	0	0	0	0	0	0	$ -	$ 79,242
Project Manager	$ 184	$ 193	$ 199	0	0	0										$ -	0	0	0	0	0	0	$ -	$ -
Project Manager	$ 184	$ 193	$ 199	0	0	0										$ -	0	0	0	0	0	0	$ -	$ -
Project Manager	$ 184	$ 193	$ 199	75	33	56										$ 54,599	0	0	0	0	0	0	$ -	$ 54,599
Construction Manager	$ 184	$ 193	$ 199	0	0	0										$ -	0	0	0	0	0	0	$ -	$ -
Subtotal GD Billable Labor				81.25	35.75	61										150.061	0	0	0	0	0	0	0.00	150.061
				$ 17,475	$ 13,650	$ 10,884	$ 12,653	$ 12,653	$ 12,653	$ 12,653	$ 12,653	$ 12,653	$ 12,653	$ 12,653	$ 12,416	$ 154,853	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 154,853
SUBCONSULTANTS																								
Leland Saylor & Associates Inc. (324-2023-014)	$ 199	$ 205	$ 211	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Subconsultants				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subconsultant Markup 10%				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Subconsultants + Markup				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
EXPENSES																								
Subtotal Reimbursables + Markup				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Cumulative Total	$ -	$ -	$ -	$ 17,475	$ 13,650	$ 10,884	$ 12,653	$ 12,653	$ 12,653	$ 12,653	$ 12,653	$ 12,653	$ 12,653	$ 12,653	$ 12,416	$ 154,853	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 154,853

$ 268,958.70		129.30	GD	$ 268,187.00
99.95%		0.05%	100.00%	
$ 1,316.70	$ -	Leland Saylor		
100.00%	0.00%	100.00%		

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

7.05

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

Board of Trustees: Date: April 25, 2024

To the Superintendent of Schools

Subject: **Informational update for Workforce Housing Project and Board direction for Entitlement Phase.**

Staff Analysis: This Board Agenda item is to provide the Board of Trustees with an update on the progress and status of the Workforce Housing Project and to seek guidance and direction of two potential pathways for the next phase for the Entitlement process.

Option #1. Direct the staff to establish an RFP to solicit bids for Architectural services to develop Schematic Design and Bridging Documents for the Entitlement phase.

Option #2. Direct the staff to establish an RFP to solicit bids from Design/Build Developers to develop Schematic Design and represent the District during the Entitlement Process.

Recommendation: Staff requests Board direction with Option # 1 or Option #2 with the Workforce Housing Project for the Entitlement Phase.

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

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

To the Board of Trustees: Meeting: May 9, 2024

Regular Board Meeting

Recommended Approval

7.05
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 Jose, CA 95127

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF TRUSTEES

To the Board of Trustees:

Subject: **Update on the Comprehensive Budget Solution Plan**

Staff Analysis: Staff will provide the Board an update on the Comprehensive Budget Solution Plan.

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

To the Board of Trustees:

Meeting: May 9, 2024
Regular Board Meeting

Recommend Approval

8.01
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

8.02

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: April 24, 2024

Subject: **Resolution No. 58-23/24, Resolution of the Board of the Alum Rock Union Elementary School District Declaring Membership in the Northern California Regional Liability Excess Fund (NCR) Joint Powers Authority for Property and Liability and Declares Membership in the Protective Insurance Program for the Schools and Community Colleges (PIPS) Join Powers Authority for Worker's Compensation.**

Staff Analysis: The district is currently insured via the traditional insurance market and experienced a significant rate increase during its last renewal. School districts have determined there is a need for affordable Property and Liability and workers' compensation insurance coverages by combining their respective efforts to establish, operate and maintain a Joint Power Agency for Property and Liability and workers' compensation coverages. The Business Services Department and Human Resource Department have evaluated the current insurance coverage and determined it is in the best interest of the district to move coverage for property and liability to the Northern California Regional (NCR) Excess Liability Joint Powers Authority and join the Protected Insurance Program for Schools (PIPS) Joint Powers Authority for workers' compensation. By making these changes the district will be receiving a multitude of benefits, including savings on premiums and receiving higher coverage.

Recommendation: Resolution No. 58-23/24, Resolution of the Board of the Alum Rock Union Elementary School District Declaring Membership in the Northern California Regional Liability Excess Fund (NCR) Joint Powers Authority for Property and Liability and Declares Membership in the Protective Insurance Program for the Schools and Community Colleges (PIPS) Join Powers Authority for Worker's Compensation.

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

To the Board of Trustees: Meeting: May 9, 2024
Regular Board Meeting

Recommend Approval

8.02
Agenda Placement

Imee Almazan, Ed.D., Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

RESOLUTION NO. 58-23/24

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

RESOLUTION OF THE BOARD OF EDUCATION OF ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT DECLARING MEMBERSHIP IN THE NORTHERN CALIFORNIA REGIONAL LIABILITY EXCESS FUND (NCR) JOINT POWERS AUTHORITY FOR PROPERTY & LIABILITY AND DECLARES MEMBERSHIP IN THE PROTECTIVE INSURANCE PROGRAM FOR SCHOOLS AND COMMUNITY COLLEGES (PIPS) JOINT POWERS AUTHORITY FOR WORKERS' COMPENSATION

ON MOTION of Member _____, seconded by Member _____, the following resolution is adopted:

WHEREAS, school districts have determined there is a need for affordable Property and Liability and workers' compensation insurance coverages by combining their respective efforts to establish, operate and maintain a Joint Power Agency for Property and Liability and workers' compensation coverages; and

WHEREAS, Title I, Division 7, Chapter 5, Article I (Section 6500 et seq.) of the Government Code of the State of California authorizes joint exercise by two or more public agencies of any power common to them,

NOW, THEREFORE, BE IT RESOLVED that the Board of Education of Alum Rock Union Elementary School District declares membership in the Northern California Regional Liability Excess Fund (NCR) Joint Powers Authority effective July 1, 2024 for Property and Liability and instructs its duly authorized agent to execute on behalf of Alum Rock Union Elementary School District the attached Joint Powers Agreement and bylaws and appoints Kolvira Chheng, Assistant Superintendent, Business Services as the official Representative and Cesar Torrico, Assistant Superintendent, Human Resources as Alternate Representative to the NCR joint powers authority.

AND IT BE FURTHER RESOLVED that the Board of Education of Alum Rock Union Elementary School District will authorize establishing a trust account with Union Bank to pay property and liability claims within Alum Rock Union Elementary School District' self-insured retention;

AND IT BE FURTHER RESOLVED that the Board of Education of Alum Rock Union Elementary School District will contract with Keenan & Associates for Property and Liability claims administration for the self-insured retention;

AND IT BE FURTHER RESOLVED that the Board of Education of Alum Rock Union Elementary School District declares membership in the Protected Insurance

Program for Schools and Community Colleges (PIPS) Joint Powers Authority effective July 1, 2024 for Workers' Compensation; and instructs its duly authorized agent to execute on behalf of Alum Rock Union Elementary School District the attached Joint Powers Agreement and bylaws; and appoints as the official Representative Cesar Torrico, Assistant Superintendent, Human Resources to the PIPS joint powers authority.

AND IT BE FURTHER RESOLVED that the Board of Education of Alum Rock Union Elementary School District will designate Keenan & Associates as its official broker of record effective May 10, 2024 for other ancillary and outstanding insurance policies that need to be managed during the transition to NCR and PIPS JPAs.

PASSED AND ADOPTED by the Board of Education of Alum Rock Union Elementary School District this 9th day of May 2024, by the following vote:

AYES:
NOES:
ABSENT:

STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

I, _____, Clerk of the Governing Board, do hereby certify that the foregoing is a full, true, and correct copy of a resolution adopted by the Governing Board at a regularly called and conducted meeting held on said date.

_____
_____, Clerk of Governing Board

8.03

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: April 24, 2024

Subject: **Resolution No. #53-23/24**
Authorization to Participate in the Lower Emission School Bus Program

Staff Analysis: Program will provide funding for electric school buses to Alum Rock Union Elementary School District. Electric school buses provide transportation that is a cleaner alternative for our environment than traditional school buses. Electric school buses will provide safe transportation to and from school for students, and will provide transportation to school related trips and programs.

Recommendation: Staff recommends that the Board of Trustees approval of the resolution for Lower Emission School Bus Program.

Prepared by: La Toya Lee Title: Transportation Manager

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

To the Board of Trustees: Meeting: May 9, 2024
Regular Board Meeting

Recommend Approval

8.03
Agenda Placement

Imee Almazan, Ed.D., Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

RESOLUTION NO. 53-23/24
Date: May 9, 2024

Resolution for Authorization to participate on the Lower Emission School Bus Program

WHEREAS, Alum Rock Union Elementary School District authorizes
SCHOOL BOARD

La Toya Lee to submit a grant request and
INDIVIDUAL OR JOB TITLE
participate in the Lower Emission School Bus Program; and

WHEREAS, the Governing Board also understands that although matching funds are not required, grantees are responsible for any costs over the Air District's award;

WHEREAS, the Alum Rock Union Elementary School District is aware that funding is available through the Carl Moyer Program for purchase of the cleanest available equipment, including zero-emissions and near-zero-emissions school buses and the charging or fueling infrastructure to support the use of these buses, and the Alum Rock Union Elementary School District was offered the opportunity to fund zero-emissions and near-zero-emissions school bus equipment.

NOW, THEREFORE BE IT RESOLVED, the foregoing Resolution was adopted upon motion of _____ is hereby

Passed, Approved and Adopted this 9th day of May, 2024.
Month *Year*

Governing Board Representatives:

Corina Herrera-Loera	Andres Quintero
Andrea Flores Shelton	Linda Chavez
Minh Pham	

School Bus Replacement Vehicles				
Type: Transportation School Buses				
Ford Collins	1FDJE37M2PHA70302	E295400	9	Diesel
Ford Collins	1FDJE37M4PHA70303	E295401	23	Diesel
Ford Collins	1FDJE37M6PHA70304	E295402	24	Diesel
Ford Collins	1FDJE37F9VHB76437	E998659	25	Diesel
Ford Collins	1FDJE37M1PHA70307	E295405	53	Diesel
Ford Collins	1FDJE37M3PHA70308	E295406	54	Diesel
Ford Collins	1FDJE37MXPHA70306	E295404	55	Diesel
Ford Collins	1FDJE37M5PHA70309	E295407	56	Diesel
Ford Collins	1FDJE37M3PHA70311	E295409	57	Diesel
Ford Mino	1FD4E45P28DB29566	1323365	72	Diesel
Thomas Safe-T-liner	4UZABPDJ28CZ18932	1348786	73	Diesel

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 12, 2024

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

Staff Analysis: The Quarterly Report on Williams Uniform Complaints lists the number of Complaints received and resolved.
The Santa Clara County Office of Education requires that the District submit a Quarterly Report on Williams Uniform Complaints for all Alum Rock schools. The complaints could be in the areas of insufficient textbooks, teacher vacancy or poor conditions of facilities during January 1 through March 31, 2024. There was one complaint.

Recommendation: Staff recommends the board approval on the 3rd Quarter Report on Williams Uniform Complaints.

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

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

To the Board of Trustees:

Recommend Approval

9.01

Agenda Placement

Meeting: May 9, 2024
Regular Board Meeting

Imee C. Almazan, Ed.D., Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: Seconded by:

Approved: _____ Not Approved: _____ Tabled:

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

District: Alum Rock Union School District

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

Quarterly Report Submission Date: *(Please check one)*

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

Date for information to be reported publicly at governing board meeting: May 9, 2024

Please check the box that applies:

- ☐ No complaints were filed with any school in the district during the quarter indicated above.
- ☑ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

GENERAL SUBJECT AREA	TOTAL # OF COMPLAINTS	# RESOLVED	# UNRESOLVED
Textbooks and Instructional Materials	0	0	0
Teacher Vacancy or Misassignments	0	0	0
Facilities Conditions	1	1	0
TOTALS	1	1	0

Dr. Imee Almazan

Print Name of District Superintendent

Signature of District Superintendent

Date

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

ALUM ROCK
UNION ELEMENTARY SCHOOL DISTRICT

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

Uniform Complaint Procedures Williams Settlement Form
For *Education Code* Section 35186 Complaints

Education Code (EC) Section 35186 created a procedure for the filing of complaints concerning deficiencies related to instructional materials, conditions of facilities that are not maintained in a clean or safe manner or in good repair, and teacher vacancy or misassignment. The complaint and response are public documents as provided by statute. Complaints may be filed anonymously. However, if you wish to receive a response to your complaint, you must provide the following contact information.

Response requested: ☒ Yes ☐ No
Name: (Optional) Barbara Wilkie Mailing Address: 1824 Daytona Drive San Jose, CA 95122

Phone Number: (Optional) Day (408) 928-8200 Evening: _____

Issue of complaint (please check all that apply):

1. Textbooks and Instructional Materials

☐ A pupil, including an English learner, does not have standards-aligned textbooks or instructional materials or state-adopted or district-adopted textbooks or other required instructional materials to use in class.
☐ A pupil does not have access to textbooks or instructional materials to use at home or after school. This does not require two sets of textbooks or instructional materials for each pupil.
☐ Textbooks or instructional materials are in poor or unusable condition, have missing pages, or are unreadable due to damage.
☐ A pupil was provided photocopied sheets from only a portion of a textbook or instructional materials to address a shortage of textbooks or instructional materials.

2. Facility Conditions

☒ A condition poses an urgent or emergency threat to the health or safety of students or staff, including: gas leaks, nonfunctioning heating, ventilation, fire sprinklers or air-conditioning systems, electrical power failure, major sewer line stoppage, major pest or vermin infestation, broken windows or exterior doors or gates that will not lock and that pose a security risk, abatement of hazardous materials previously undiscovered that pose an immediate threat to pupils or staff, structural damage creating a hazardous or uninhabitable condition, and any other emergency conditions the school district determines appropriate.
☐ A school restroom has not been maintained or cleaned regularly, is not fully operational and has not been stocked at all times with toilet paper, soap, and paper towels or functional hand dryers.
☐ The school has not kept all restrooms open during school hours when pupils are not in classes, and has not kept a sufficient number of restrooms open during school hours when pupils are in classes.

3. Teacher Vacancy or Misassignment

☐ Teacher vacancy - A semester begins and a teacher vacancy exists. (A teacher vacancy is a position to which a single designated certificated employee has not been assigned at the beginning of the year for an entire year or, if the position is for a one-semester course, a position to which a single designated certificated employee has not been assigned at the beginning of a semester for an entire semester.)
☐ Teacher misassignment - A teacher who lacks credentials or training to teach English learners is assigned to teach a class with more than 20 percent English learner pupils in the class.
☐ Teacher misassignment - A teacher is assigned to teach a class for which the teacher lacks subject matter competency.

Date of Problem: January 11, 2024

Location of Problem (School Name, Address, and Room Number or Location): Meyer Elementary School 1824 Daytona Drive, San Jose, CA 95122 Room D4

Course or Grade Level and Teacher Name: Second and Third Grade Combination Class, Barbara Wilkie (teacher) Room D4

Please describe the issue of your complaint in detail. You may attach additional pages if necessary to fully describe the situation. Unable to turn on heater in classroom due to flooding from the HVAC unit after it is turned on. Students and teacher are cold.

Please file this complaint with the Principal of your school

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: April 9, 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.

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

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

To the Board of Trustees: Meeting: May 9, 2024
Regular Board Meeting

Recommend Approval

9.02
Agenda Placement

Imee Almazan, Ed.D., InterimSuperintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Field Trip Information Sheet

Overnight Field Trips are in BOLD **Field Trips for Board Approval: May 9, 2024**

School	Field Trip Event	City, and County	Date	Grade	# of classes	Budget (coding)	Purpose: (academic standard the trip supports)
Ren@Mathson	East Bay University Oakland Roots match	Oakland, CA	05/18/2024	6th, 7th, 8th	1	010-0000-0-5720-00-1110-1000-000000-295-5270	Students will bond with teammates to build a stronger relationship.
Linda Vista	Oakland Zoo	Oakland, CA	05/22/2024	1st	3	060-3010-5808-00-1110-1000-020-1190 060-3010-0-5835-00-1110-1000-000000-020-1190	Visit the zoo to learn more about animals.
Ren@Mathson	Santa Cruz	Santa Cruz, CA	05/24/2024	8th	2	060-3010-0-5835-00-1110-1000-000000-295-1190	Follow up to several in class science projects for physics and ecology
Ryan	**Walden West Science Camp**	**Saratoga**	**05/28/2024**	**5th**	**2**	**060-3010-05808-00-1110-1000-000000-100-1190 088-8210-0-5808-00-1110-4000-000000-100-0502**	**Residential outdoor school program. Experience the natural world through hands on activities.**
Adelante 1	Monterey Bay Aquarium	Monterey, CA	05/30/2024	6th	2	PTA 060-9010-0-5720-00-1110-1000-000000-280-2110	Explore and interact with ocean life and learn more about human impact on earth.
Ren@Mathson	Wilder Ranch	Santa Cruz, CA	05/31/2024	6-8	1	060-3010-0-5835-00-1110-1000-000000-295-1190	Hiking Club culmination event. Learning about fiora and fauna.
Adelante 1	Go Aqua Adventures	Fremont, CA	05/29/2024	8th	2	060-9010-0-5720-00-1110-1000-000000-280-2110	8th grade celebratory field trip.

Field Trip Information Sheet

School	Field Trip Event	City, and County	Date	Grade	# of classes	Budget (coding)	Purpose: (academic standard the trip supports)
Various Schools	21st Annual Sacramento Bus Trip	Sacramento, CA	05/15/2024	6th-7th		010-0000-0-5720-00-1110-3130-000000-360-5500	To Participate in Senator Cortese's Annual Bus Trip for Education

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: **April 29, 2024**

Subject: **Community Schools Update**

Staff Analysis: The Alum Rock Union School District is presenting to the Board of Trustees current status of community schools planning for the 2024-2025 academic year.

Information/Presentation

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

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

To the Board of Trustees: Meeting: May 9, 2024
Regular Board Meeting

Recommend Approval

9.03
Agenda Placement

Imee C. Almazan, Ed. D., Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____



Community Schools Planning Update

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03 Questions









01

Community Schools Infrastructure



ARUSD Community School Practices

Community Asset Mapping & Gap Analysis

Learnings From the Field: Community Schools

C.A.R.E. Team
Coordinating
Accessible
Resources for
Emotional Wellness

Integration & Alignment via the Multi-Tiered Systems of Support Framework

Identified Service Gaps

Medical Care

Difficulty accessing medical care due to lack of transportation, extended waiting time for appointments, impact of inclement weather

Application Assistance

Provide support in applying for the following: MediCal, Victim Witness, CalFresh

Legal Aid

Access to advocates or advisors to discuss immigration concerns, asylum applications, protective orders for victims of domestic violence

Emergency Shelter & Housing

Support navigation of shelter system for emergency placement of children & families

Case Management

Provide short-term case management to support families in crisis, food insecurity

Resource Navigation

Provide brief assessment of needs, resource introduction & coordination, follow up to gauge service fit & efficacy

Learnings From the Field: Existing Community Schools

- Site level coordination must exist in order to provide necessary & appropriate resources
  - San Francisco Unified, Campbell Unified
    - Developed internal infrastructure to support the development of community school site personnel
  - Oakland Unified, Hayward Unified
    - Contracted with Community Partners to provide service coordination
- Key Areas of Responsibility & Necessary Expertise (SFUSD, OUSD, HUSD, CUSD,
  - Advocacy, Leadership, Student/Family Support Service Design & Coordination, Partnership Development & Retention
  - Data Gathering & Analysis, Asset Mapping & Gap Analysis, Quarterly & Annual Progress Monitoring & Reporting



C.A.R.E. Team

The ARUSD C.A.R.E. Team will collaborate weekly to discuss and set data-driven wellness goals that serve the Whole Child, Whole Family, & Whole Staff. During the course of the meeting, assignment of cases, case conferencing, and data-driven discussions will assist with the identification of individual and small group support needs. This will potentially assist in the identification of new partnerships to address existing and emerging needs. C.A.R.E. teams may be comprised of administration, counseling staff, support providers, SLS Quadrant Supervisors, specialists, as well as visiting experts (i.e. student, families, teachers, support staff) Additionally, C.A.R.E. teams will work closely with service partners to develop a plethora of supports across the MTSS tiers to ensure availability of support for students, families, & staff in real time. Access will be available for ALL with no wrong entry point.

Integration & Alignment

Interconnected Systems Framework

Interconnected Systems Framework aims to integrate school mental health systems **within Multi-Tiered Systems of Support**. The goal is to ensure that there is a **single system of support** that blends resources, training, systems, data, & practices in order to improve outcomes for children, families, communities, & staff. Emphasizes the importance of utilizing a school & district wide prevention approach, informed by data, for early identification and intervention on behalf of student need.

Multi-Tiered Systems of Support

Multi-Tiered Systems of Support is focused on aligning initiatives & resources within an educational organization to address the need of **ALL** students. It is an **integrated & developmentally appropriate comprehensive framework that aligns academic, behavioral, & social-emotional learning** in a fully integrated system of support for the benefit of ALL students. Offers the potential to **create systemic change through intentional integration of services & supports** to quickly identify & meet the needs of ALL students

02

Community Schools Timeline



ARUSD Community Schools Development Timeline

Applied for & was awarded Community Schools Planning Grant 2021-2022

Invited educational partners to form a Community Schools Guiding Coalition 2022

Guiding Coalition Meeting # 1-09/2022: Focused on level setting & developing a shared vision for Community Schools

Guiding Coalition Meeting # 2-11/2022: Presentations to inform discussions about key existing resources connected to Community Schools

Guiding Coalition Meeting # 3 & 4- 01/2023 & 03/2023: Developed ARUSD Community Schools Approach, site identification considerations, Y2 timeline planning

Preparation for Site Level Planning (Summer 2023): Engagement with Principals & Tool Kit Development

Site Level Planning (08/2023-01/2024): Formation of site community schools teams , gathering input from educational partners (student, families, staff & community)

Implementation Grant Application 01/2024 - 02/2024: Development & finalization of site plans as well as submission of grant application to the CDE

03

Q & A



Thank You!

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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: **April 17, 2024**

Subject: Approve Out of State Travel, Elementary Constructing Meaning Leadership Seminar, Salem, Oregon for Alecia Myers-Kelley (Sylvia Cassell), Tiffany Domingo (Sylvia Cassell), Kelly Joyce (Sylvia Cassell), Jennifer Alderette (Academic Services). Estimated cost to attend conference and all travel expenses totals $18,000.00.

Elementary Constructing Meaning Leadership Seminar Conference
Salem, Oregon
June 17-21, 2024

Staff Analysis: EL Achieve is a partner with ARUSD in creating equitable systems for English Learners. This seminar is specifically designed to prepare participants to support colleagues in planning, refining, and delivering instruction using the Elementary Constructing Meaning approach. Participants will deepen their understanding of: Explicit language instruction, Continuum of English proficiency, Teaching tips for student engagement, Effective instructional planning using the Constructing Meaning approach.

Recommendation: District Administrations is recommending that the Board of Trustees approve out-of-state travel for Alecia Myers-Kelley, Tiffany Domingo, Kelly Joyce, and Jennifer Alderette

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

To the Board of Trustees:

Recommend Approval

9.04

Agenda Placement

Meeting: May 9, 2024
Regular Board Meeting

Imee C. Almazan, Ed. D., Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____



Sylvia Cassell Elementary School

1300 Tallahassee Dr.
Phone: (408).928-7200
Principal: Alecia Myers-Kelley

San Jose, Ca. 95122
Fax: (408).928-7201
Michelle Medina, Admin. Asst
Nikki Serrano, Office Assistant

Sylvia Cassell Elementary School teachers and administrators are dedicated to learning to construct meaning is a main goal of reading instruction. Forming ideas about the intent of a text is a crucial element of reading development. Prior knowledge, sociocultural differences, and linguistic understanding all influence the constructing meaning process. Prior knowledge is what is already known. As a team of third, K-5 and administration we are committed to completing the **Elementary Constructing Meaning Leadership Seminar Conference in Salem, Oregon from June 17-21, 2024. Miss Domingo, Jennifer Alderette, Kelly Joyce and Alecia Kelley** will be leading the work of Constructing Meaning at Sylvia Cassell and the other elementary schools in ARUSD if needed and this seminar will allow them to support colleagues in planning, refining, and delivering instruction using the Elementary Constructing Meaning approach. The areas of focused support for all Sylvia Cassell teachers will be on: Explicit language instruction, Continuum of English proficiency, Teaching tips for student engagement, Effective instructional planning using the Constructing Meaning approach. The cost for all four to attend this seminar will be $18,000.

9.05

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: **April 16, 2024**

Subject: Approve Out of State Travel, MS Constructing Meaning Leadership Seminar, Salem, Oregon for Jillian Costa, Cristina Bustamante, Maria-Elena Ruiz, Beth Ernest, Maria Thomas, Manny Villalpando. Estimated cost to attend conference and all travel expenses totals $30,793.00.

MS Constructing Meaning Leadership Seminar
Salem, Oregon
June 17th - 21st, 2024

Staff Analysis: This seminar is specifically designed to prepare participants to support colleagues in planning, refining, and delivering instruction using the Secondary Constructing Meaning approach. Participants will deepen their understanding of Explicit language instruction, Academic literacy, Teaching tips for promoting student academic discourse, Effective instructional planning using the Constructing Meaning approach. Participants will be part of a vibrant professional learning community, working on small-group projects and refining practice through one-on-one support.

Recommendation: District Administrations is recommending that the Board of Trustees approve out-of-state travel for Jillian Costa, Cristina Bustamante, Maria-Elena Ruiz, Beth Ernest, Maria Thomas, Manny Villalpando.

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

To the Board of Trustees: Meeting: May 9, 2024
Regular Board Meeting

Recommend Approval
9.05
Agenda Placement

Imee C. Almazan, Ed. D., Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Ocala STEAM Academy

Out of State Conference Details

Title of Conference: Constructing Meaning Leadership Seminar
Location of Conference (city, state): Salem, Oregon
Conference Dates: 6/17-6/21, 2024

Conference Description: Deepening understanding on: explicit language instruction, continuum of English proficiency, teaching tips for student engagement, effective instructional planning using the constructing meaning approach. Upon successful completion of the seminar requirements, participants will become part of their certified district leadership team and help guide site and classroom implementation. Certified Leaders may be invited to participate in a formal apprenticeship process to become Certified Presenters for their districts. All potential presenters must successfully complete the apprenticeship process before they can become certified.

Names of Employees Attending:

- **Jillian Costa**
- **Maria-Elena Ruiz**
- **Cristina Bustamante**
- **Beth Ernest**
- **Manny Villalpando**
- **Maria Thomas**

Total Cost: $30,793

Cost	**Estimate Cost**
Conference Fee	$18,000
Transportation	$3,000
Lodging	$5,000
Meals	$3,000
Other	$1,042.80
TOTAL COST	**$30,793**

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: **May 9, 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 CT Title: Asst. Superintendent, Human Resources

To the Board of Trustees:

Meeting: May 9, 2024
Regular Board Meeting

Recommend Approval

10.01
Agenda Placement

Imee Almazan, Ed.D., Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by:_____ Seconded by:_____

Approved: _____ Not Approved: _____ Tabled:_____

HUMAN RESOURCES DEPARTMENT
MEETING OF THE BOARD OF TRUSTEES

May 9, 2024

CLASSIFIED RESIGNATIONS:

I. Resignations:

1.	Katti, Poornima	Paraeducator Special Education II/Russo-McEntee	04/08/2024
2.	Martinez, Maribel	Campus Paraeducator/Adelante I	05/06/2024
3.	Gudiel, Mario E	Night Custodian I/Meyer	04/23/2024

10.02

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: **Approve Resolution # 54-23/24 Classified School Employees Week, May 19 – 25, 2024.**

Staff Analysis:

Alum Rock Union Elementary School District hereby recognizes and wishes to honor the contribution of the classified school employees to quality education in the State of California and in the Alum Rock Union Elementary School District and declares the week of May 19, 2024 through May 25, 2024 as Classified School Employees Week in the Alum Rock Union Elementary School District.

Recommendation:

District administration is recommending that the Board of Trustees approve Resolution # 54-23/24.

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

To the Board of Trustees: Meeting May 9, 2024
Recommend Approval Regular Board Meeting

10.02

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
Resolution # 54-23/24
Proclaiming May 19 - 25, 2024
"CLASSIFIED SCHOOL EMPLOYEES WEEK"

WHEREAS, classified school employees provide valuable services to the schools and students of the Alum Rock Union Elementary School District; and

WHEREAS, classified school employees contribute to the establishment and promotion of a positive instructional environment; and

WHEREAS, classified school employees serve a vital role in providing for the welfare and safety of Alum Rock Union Elementary School District students; and

WHEREAS, classified school employees employed by Alum Rock Union Elementary School District strive for excellence in all areas relative to the educational community;

NOW, THEREFORE, BE IT RESOLVED, that the Alum Rock Union Elementary School District hereby recognizes and wishes to honor the contribution of classified school employees to quality education in the State of California and in the Alum Rock Union Elementary School District and declares the week of May 19 - 25, 2024 as *Classified School Employees Week* in the Alum Rock Union Elementary School District.

PASSED AND ADOPTED this 9th day of May 2024, by the Board of Trustees of the Alum Rock Union Elementary School District, County of Santa Clara, State of California.

Ayes_____ Noes_____ Absent_____ Abstain_____

Board of Trustees:

Corina Herrera-Loera, President _____

Andrés Quintero, Vice President _____

Andrea Flores Shelton, Clerk _____

Minh Pham, Member _____

Linda Chavez, Member _____

I HEREBY CERTIFY that the foregoing resolution was duly and regularly introduced, passed, and adopted by the members of the Board of Trustees of the Alum Rock Union Elementary School District at a public meeting of said Board held on May 9, 2024.

_____ _____

Imee Almazan, Ed.D., Interim Superintendent Date

10.03

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: **Approve Resolution 55-23/24 Reducing/Laying Off Classified Employees Due to Lack of Work and/or Lack of Funds.**

Staff Analysis:
Due to lack of work and/or lack of funds in the Alum Rock Union Elementary School District, the Governing Board, under the authority of Education Code sections 45114, 45115, 45117, 45298, and 45308, hereby finds it necessary and in the best interest of the District to eliminate the full-time equivalent (FTE) of the classified service as specified below.

Recommended Action:
To Approve Resolution 55-23/24. To decrease the number of classified employees due to lack of work and/or lack of funds.

Submitted by: Dr. George Kleidon Title: Director of Human Resources

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

To the Board of Trustees:
Public Hearing

Meeting: May 9, 2024
Regular Board Meeting

10.03
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 José, CA 95127 · Phone: 408-928-6800 · Fax: 408-928-6416 · www.arusd.org

ALUM ROCK UNION SCHOOL DISTRICT
RESOLUTION NO. 55-23/24

Resolution Regarding Non-Reemployment of Classified Employees

WHEREAS, on February 8, 2024, the Governing Board of the Alum Rock Union School District adopted Resolution No. 34-23/24 to eliminate or decrease certain classified personnel positions due to lack of work and/or lack of funds; and

WHEREAS, notice of non-reemployment was served upon all impacted employees on or before March 15, 2024; and

WHEREAS, all of the served employees waived their right to a hearing; and

WHEREAS, the Governing Board had previously determined to eliminate 8.75 FTE of the classified service (including vacancies) and that the equivalent number of .5 full-time equivalent (FTE) staff shall be laid off for the ensuing 2024-2025 school year as indicated below:

CLASSIFICATION	NO. POSITIONS (w/VACANCIES)	NUMBER OF FTE
Paraeducator (K-5)	19	8.75

NOW THEREFORE, BE IT RESOLVED, that the employees listed below shall be non-reemployed, or their work year/workday reduced, effective for the 2024-2025 school year. This action shall be effective on June 30, 2024:

EMPLOYEE NO. 300496
EMPLOYEE NO. 300585
EMPLOYEE NO. 300481
EMPLOYEE NO. 300473
EMPLOYEE NO. 300319
EMPLOYEE NO. 201879
EMPLOYEE NO. 300231
EMPLOYEE NO. 300487
EMPLOYEE NO. 300364
EMPLOYEE NO. 300365
EMPLOYEE NO. 300525
EMPLOYEE NO. 201787

BE IT FURTHER RESOLVED that the Interim Superintendent or her designee is hereby authorized to give notice on behalf of this Board as required by Education Code section 45117 to the above-named employees before May 15, 2024.

Imee Almazan, Ed.D., Interim Superintendent

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

PASSED AND ADOPTED by the Governing Board of the Alum Rock School District this 9th day of May 2024, by the following vote:

Ayes: _____
Nays: _____
Abstain: _____
Absent: _____

I hereby certify that the foregoing is a true and correct copy of the resolution duly and regularly adopted by the Governing Board of the Alum Rock School District at a meeting thereof held on the 9th day of May 2024.

_____
Andrea Flores Shelton, Clerk of the School Board
Alum Rock Union Elementary School District Board of Trustee

Imee Almazan, Ed.D., Interim Superintendent

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

10.04

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: **Receive Teamsters Local 150 Initial Bargaining Proposal to Open Negotiations with the Alum Rock Union Elementary School District for the period of July 1, 2024 to June 30, 2025.**

Staff Analysis:

District administration is recommending that the Board of Trustees receive Teamsters Local 150 initial proposal for July 1, 2024 to June 30, 2025 as presented and direct the Superintendent and/or designee to begin negotiations.

Submitted by: Dr. George Kleidon Title: Director of Human Resources

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

To the Board of Trustees:
Recommend Approval

10.04
Agenda Placement

Meeting: May 9, 2024
Regular Board Meeting

Imee Almazan, Ed.D., Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

DALE WENTZ
Secretary-Treasurer

TEAMSTERS LOCAL UNION NO. 150

7120 East Parkway – Sacramento, California 95823
TELEPHONE (916) 392-7070 | FAX 392-7675 | EMAIL teamsters@teamsters150.org

RECEIVED

APR 02 2024

March 28, 2024

Imee C. Almazan, Ed. D.
Interim Superintendent
Alum Rock USD
2930 Gay Ave
San Jose, CA 95127

Certified Mail 7016 2140 0000 1856 5646
1st Class Mail
Fax 408-928-6416

Dear Dr. Almazen,

In accordance with the provisions of the collective bargaining agreement now in effect between Alum Rock USD and Teamsters Local 150 this is to advise you that on behalf of our members it is the Union's desire to begin negotiations on wages, benefits and other terms and conditions of employment to be incorporated into our successor agreement for the July 1, 2024 to June 30, 2025 school year.

Representatives of the Union will be available to meet with you at a mutually convenient time and place. The specific proposals are attached.

Sincerely,

Alan Daurie
Alan Daurie,
Business Representative.

cc: Dale Wentz, Secretary-Treasurer, Local 150

Teamsters Local 150 proposals for the 2024-2025 school year.

Article VIII- Transfer, Promotion & Reclassification

Improve transfer language to better honor seniority.
Transfer preference shall be granted to existing internal qualified employees to open positions ahead of outside external employees.

Article XIV- Vacation and Holiday

Increase vacation accrual
Vacations will not be forced on employees when on holiday breaks if work is available (examples: custodial and maintenance work is always available and can be done more efficiently when school is not in session).
Allow employees to add 1 week of unpaid vacation to their scheduled vacation time when taken together with scheduled paid vacation.
Add additional holidays

Article XVII-Bargaining Unit Member and Dependent Insurance Coverage

Increase dollar cap to cover 100% Maintenance of current level of Benefits.
Provide each member with the basic minimum disability plan offered by American Fidelity or similar broker at no cost to the employee. If an employee selects a more expensive plan then that additional cost shall be borne by the employee

Article XXII – Pay and Allowance

Wages/Salaries- Fair and equitable increases in wages/salaries including wage/salary, range increases and differentials to **keep our wages competitive within the region and not less than received by other bargaining units**. If any other bargaining unit receives a greater salary schedule and/or off schedule (bonus) including anything of a monetary value, without a corresponding contract change, cost reduction or other event triggering an equivalent saving then Teamsters shall receive the same increase. Improve professional growth language.



Teamsters Local 150

Alan Daurie
Business Agent
Phone: 916-392-7070 Ext. 24
Email: Alan150@aol.com
7120 East Parkway
Sacramento, CA 95823
www.teamsters150.org

10.05

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: **Adopt the District's Initial Bargaining Proposal to Open Negotiations with Teamsters Local 150 for the period of July 1, 2024, to June 30, 2025.**

Staff Analysis:

Staff recommends that the Board of Trustees adopt the District's initial proposal for the period July 1, 2024, to June 30, 2025, as presented and direct the Superintendent and/or her designee to begin negotiations with Teamsters Local 150.

Submitted by: Dr. George Kleidon Title: Director of Human Resources

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

To the Board of Trustees:
Recommend Approval

10.05
Agenda Placement

Meeting: May 9, 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

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

May 9, 2024

Alum Rock Union School District's Initial Proposal to
Teamsters Local # 150

Pursuant to the provisions of Government Code Section 3547 (the Rodda Act), all initial proposals of the exclusive representative employee groups and the District shall be presented at a public meeting of the District and shall thereafter be public records. The District hereby submits its bargaining proposal for July 1, 2024 - June 30, 2025.

Article VII	Transfer, Promotion, and Reclassification
Article X	Leaves
Article XI	Hours, Overtime, and Work Year
Article XXII	Pay and Allowance

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

Imee Almazan, Ed.D., Interim Superintendent

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

10.06

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: **Receive CSEA Chapter 305 Initial Bargaining Proposal to Open Negotiations with the Alum Rock Union Elementary School District for the period of July 1, 2024 to June 30, 2025.**

Staff Analysis:

District administration is recommending that the Board of Trustees receive CSEA Chapter 305 initial proposal for July 1, 2024 to June 30, 2025 as presented and direct the Superintendent and/or designee to begin negotiations.

Submitted by: Dr. George Kleidon Title: Director of Human Resources

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

To the Board of Trustees:
Recommend Approval

10.06
Agenda Placement

Meeting: May 9, 2024
Regular Board Meeting

Imee Almazan, Ed.D., Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Imee Almazan, Interim Superintendent
Alum Rock Union School District
2930 Gay Ave
San Jose, CA 95127

Re: Initial Proposal

Dear Dr. Almazan,

The California School Employees Association and its local Chapter 305 are submitting its "initial bargaining proposal" in accordance with Section 3547 of the Government Code for the upcoming reopener negotiations (2024/2025).

Article VIII (Pay and Allowance)

CSEA has an interest in negotiating a fair and competitive wage increase.

Article X (Bargaining Unit Member and Dependent Insurance Coverage)

CSEA has an interest in negotiating an increase to the District's contribution to the health and welfare plan.

Article XI (Holidays)

CSEA has an interest in negotiating improved language related to holiday entitlement.

Article XX (Discipline)

CSEA has an interest in negotiating changes to bargaining unit disciplinary processes.

CSEA

Sincerely,

Robin James-Utigaard

Robin James-Utigaard
Labor Relations Representative

03/26/2024

10.07

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: **Adopt the District's Initial Bargaining Proposal to Open Negotiations with CSEA Chapter 305 for the period of July 1, 2024, to June 30, 2025.**

Staff Analysis:

Staff recommends that the Board of Trustees adopt the District's initial proposal for the period July 1, 2024, to June 30, 2025, as presented and direct the Superintendent and/or her designee to begin negotiations with CSEA Chapter 305.

Submitted by: Dr. George Kleidon Title: Director of Human Resources

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

To the Board of Trustees:
Recommend Approval

Meeting: May 9, 2024
Regular Board Meeting

10.07
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 José, CA 95127 · Phone: 408-928-6800 · Fax: 408-928-6416 · www.arusd.org

May 9, 2024

Alum Rock Union School District's Initial Proposal to

California School Employees Association (CSEA) #305

Pursuant to the provisions of Government Code Section 3547 (the Rodda Act), all initial proposals of the exclusive representative employee groups and the District shall be presented at a public meeting of the District and shall thereafter be public records. This is commonly referred to as "sunshining" the proposals. On September 7, 2023, the District and CSEA reached a three (3) year agreement (July 1, 2023 – June 30, 2026). For the second and third years (2024/2025 and 2025/2026) of this Agreement, the parties agree to reopen Article 8.1. "Pay and Allowance" and Article 10.1 " Bargaining Unit Member and Dependent Insurance Coverage" and two (2) non-economic Articles by either party. The District hereby submits its bargaining proposal for the 2024 - 2025 Re-opener.

Article VII	Pay and Allowance
Article X	Bargaining Unit Member and Dependent Insurance Coverage
Article XI	Holidays
Article XX	Discipline

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

Imee Almazan, Ed.D., Interim Superintendent

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

10.08

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: **Approve Declaration of Need for Fully Qualified Educators for 2024/2025.**

Staff Analysis:

This is required to meet the procedures for issuing and renewing emergency permits consistent with Title V regulations pertaining to Section 80026 Declaration of Need for Fully Qualified Educators.

Recommendation:

District administration is recommending that the Board of Trustees declare the need for fully qualified educators.

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

Meeting

To the Board of Trustees:

Recommend Approval

May 9, 2024
Regular Board Meeting

10.08

Agenda Placement

Imee Almazan, Ed.D.,
Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

State of California
Commission on Teacher Credentialing
Certification Division
1900 Capitol Avenue
Sacramento, CA 95811-4213

Email: credentials@ctc.ca.gov
Website: www.ctc.ca.gov

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2024-25

Revised Declaration of Need for year: _____

FOR SERVICE IN A SCHOOL DISTRICT OR DISTRICT/COUNTY AUTHORIZED CHARTER SCHOOL

Name of District or Charter: Alum Rock Union Elementary School District District CDS Code: 69369

Name of County: Santa Clara County CDS Code: 43

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board/body of the school district or charter school specified above adopted a declaration at a regularly scheduled public meeting held on 5/9/2024 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

▶ ***Enclose a copy of the board agenda item***

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2025.

Submitted by (Superintendent, Board Secretary, or Designee):

Imee Almazan, Ed.D.		Interim Superintendent
Name	*Signature*	*Title*
408 928-6416	408 928-6822	
Fax Number	*Telephone Number*	*Date*

2930 Gay Avenue, San Jose, CA 95127
Mailing Address

imee.almazan@arusd.org
EMail Address

FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY OR NONPUBLIC SCHOOL AGENCY

Name of County _____ County CDS Code _____

Name of State Agency _____

Name of NPS/NPA _____ County of Location _____

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on ____/____/____, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, _____.

▶ ***Enclose a copy of the public announcement***

Submitted by Superintendent, Director, or Designee:

Name	*Signature*	*Title*
Fax Number	*Telephone Number*	*Date*

Mailing Address

EMail Address

▶ *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit	**Estimated Number Needed**
CLAD/English Learner Authorization (applicant already holds teaching credential)	20
Bilingual Authorization (applicant already holds teaching credential)	10
List target language(s) for bilingual authorization: Spanish, Vietnamese	
Resource Specialist	5
Teacher Librarian Services	
Emergency Transitional Kindergarten (ETK)	20

LIMITED ASSIGNMENT PERMITS

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas. Additionally, for the Single Subject Limited Assignment Permits estimated, please include the authorization(s) which will be requested:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	10
Single Subject	20
Special Education	20
TOTAL	50

Authorizations for Single Subject Limited Assignment Permits

SUBJECT	ESTIMATED NUMBER NEEDED	SUBJECT	ESTIMATED NUMBER NEEDED
Agriculture		Mathematics	10
Art		Music	5
Business		Physical Education	
Dance		Science: Biological Sciences	10
English	10	Science: Chemistry	
Foundational-Level Math		Science: Geoscience	
Foundational-Level Science		Science: Physics	
Health		Social Science	10
Home Economics		Theater	
Industrial & Technology Education		World Languages (specify)	

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to www.cde.ca.gov for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program? (●) Yes ( ) No

If no, explain. _____

Does your agency participate in a Commission-approved college or university internship program? (●) Yes ( ) No

If yes, how many interns do you expect to have this year? 20

If yes, list each college or university with which you participate in an internship program.

San Jose State University, National University, Loyola Marymount, Santa Clara University

If no, explain why you do not participate in an internship program.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT 11.01
2930 Gay Avenue, San Jose, CA 95127

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

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

Subject: **Contracts Over $100K – Bay Alarm Company**

Staff Analysis: Contractor to provide overnight security patrol service seven days a week, from 10pm to 6am, including services on weekend and holidays. Coverage includes mobile and walking the facilities district-wide.

Recommendation: Staff recommends approval of the contract with Bay Alarm Company in the amount of $170,000.00 for fiscal year 2023/2024.

Prepared by: Ed Villarreall Title: Director Maintenance, Operations, and Trans.

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

To the Board of Trustees: Meeting: May 9, 2024
Regular Board Meeting

Recommend Approval

11.01
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 FOR SERVICES

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

FROM: Maintenance (School/Dept.) VENDOR NO. 21721

Submitted by: Ed Villarreal- Director of MOT

☑ **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: Bay Alarm Company

Address: 5130 Commercial Circle City: Concord State: CA Zip: 94520

Phone: (800) 470-1000 Email Address: WWW.bayalarm.com

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on July 1, 2023, and will diligently perform as required and complete performance by June 30, 2024, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

3. **CONTRACTOR'S OBLIGATION:** Contractor shall provide the following services, materials, products, and/or reports as further described in **Exhibit A**, attached hereto and incorporated herein by this reference ("Services").

Overnight security patrol seven days a week from 10PM - 6AM. Service provided on weekend, and holidays. Coverage includes mobile and walking the facilities district-wide.

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:** $ 170,000.00 (describe rate agreement) $ 13,249. Per month. This cost dosen't include overtime charges and national holidays. Holidays and overtime will be billed separately at X1.5 of the rate.

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
010	0000	0	5870	00	0000	8100	000000	450	5350	$170,000.00	M.N 4/9/24
											R 4/17/24

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

HAYWARD OFFICE
21270 CABOT BLVD
HAYWARD, CA 94545
Direct: 510-452-3211 | Fax: 510-639-2690

WWW.BAYALARM.COM
Sales: 1-800-610-1000
Service: 1-800-470-1000

WE GOT YOU.

ARUSD

2930 Gay Ave, San Jose, CA, 95127
Prepared By: David Opperud

PATROL:

BAY ALARM AND/OR BAY ALARM CONTRACTED AGENT/S TO PROVIDE THE FOLLOWING SERVICES:

- ON SITE VEHICLE PATROL OF ARSD PROPERTIES PER LIST PROVIDED (SEE ATTACHED).
- PATROL WILL BE SEVEN DAYS AWEEK FROM 10PM-6AM.
- BAY ALARM AND/OR BAY ALARM CONTRACTED AGENT/S TO ALSO RESPOND TO BURGLAR ALARM ACTIVITIES (WHENEVER THE AGENTS WIL BE DISPATCHED BY THE MONITORING COMPANY).
-WHEN ALARM ACTIVATION OCCURED, AGENT/S TO CONDUCT COMPLETE FOOT PATROL OF THE SITE AND LOOK FOR SIGNS OF BREAK NI OR FORCED ENTRY.
- RESPONSE TIME WILL HAVE A GOAL OF UP TO 30 MINUTES FROM GETTING THE DISPATCH CALL, HOWEEVR, THIS IS NOT GUARANTEED SINCE TI CAN DEPANDS ON TRAFFIC, CAR, ETC.
- AGENT/S TO CALL LOCAL PD TO ADDRESS INCIDENTS SUCH AS VANDILISM, BREAK INS, OR UNATHOURIZED PEOPLE ON SITE.
- AGENT/S TO NOTIFY DISTRICT PERSONNEL ON THESE INCIDENTS (DAILY PATROL WILL BE SENT).
- AGENT/S TO REMAIN ON SITE DURING THE GUARD SHIFT (BETWEEN 10PM TO 6AM) UNTIL LAW ENFORCEMET AUTHORITIES AND DISTRICT PERSONNEL HAVE RESPONDED. THERE IS NO ADDITIOANL CHARGE BETWEEN 10PM TO 6AM.
- AGENT/S TO BE DISPATCHED TO THE SITE AFTER OR BEFORE THE GUARD SHIFT, AGENT/S WILL BE COMING TO THE SITE THROUGH AGENT RESPONSE SERVICE AND WILL TRY TO FIND OUT IF THERE WAS A BREAK NI AT THE SITE.
- THE CHARGE IS $50 PER RESPONSE AT THE NON-GUARD HOURS (6AM TO 10PM)
- DURING AGENT RESPONSE, AGENT WILL STAY ON SITE UP TO 20 MINUTES. EVERY ADDITIONAL TIME AFTER THAT WILL BE BILLED AT $35 PER 30 MINUTES. THESE CHARGES WILL APPLY EVERY TIME AGENT/S ARE COMING TO THE SITE IN HOURS THAT ARE NOT THE HOURS OF THE STANDARD SERVICE (6AM TO 10PM) OR STAYING LONGER AFTER THE INCIDENT OCCURRED (FOR EXAMPLE - INCIDENT THAT STARTED AT 530AM BUT THE AGENT HAD TO STAY ON SITE UNTIL 630AM). NI THAT CASE, THE 1st 30 MINUTES WILL CHARGED ADDITIONAL $35).
- AGENTS TO RESPOND TO ALARM ACTIVATION CALLS FROM BOTH ARSD CONTRACTED ALARM COMPANY DISPATCHER AND DISTRICT PERSONNEL. AGENT RESPONSE HOURS: 6AM TO 10PM DAILY. ON SITE GUARD HOURS: 10PM TO 6AM DAILY.

Monthly cost for the on-site patrol, 8 hours a day at $54.45/hour $13,249

**This cost doesn't include overtime charge on National Holiday's - the Holiday overtime charge would be billed separately at x 1.5 of the standard rate; this cost will be an additional $217.84 per Holiday (8 hours x $27.23)

**Guard costs will be based on details of schedule and/or unscheduled events. Standard Hourly rate for 8 hours shift will be $38 per hour. Overtime/holiday rate will be x 1.5 or $57 per hour.

5130 Commercial Circle, Concord, CA 94520 www.bayalarm.com 800-610-1000

USER NAME: ALUM ROCK UNION SCHOOL DISTRICT

Addendum A

Old Acct #: (if applicable)	New Lead #: or Acct #:	Site Address	AKA Name Suite/Apt or BLDG #	Premise Number	Description of Work	Monthly Service Fee Per Site	Installation Charge Per Site
4968722		2999 RIDGEMONT DR SAN JOSE CA 95127	ADELANTE DUAL LANGUAGE ACADEMY TK-8	000-000-0000	REFER TO PATROL AGREEMENT	$ 576.04	$ -
4968822		1970 CINDERELLA LANE SAN JOSE CA 95116	ADELANTE DUAL LANGUAGE ACADEMY II TK-K	000-000-0000	REFER TO PATROL AGREEMENT	$ 576.04	$ -
4968922		2475 VAN WINKLE LN SAN JOSE CA 95116	APTITUD COMMUNITY ACADEMY GOSS TK-6	000-000-0000	REFER TO PATROL AGREEMENT	$ 576.04	$ -
4969122		1300 TALLAHASSEE DR SAN JOSE CA 95122	CASSEL ELEMENTARY TK-5	000-000-0000	REFER TO PATROL AGREEMENT	$ 576.04	$ -
4969222		2000 KAMMERER AVE SAN JOSE CA 95116	CHAVEZ ELEMENTARY TK-5	000-000-0000	REFER TO PATROL AGREEMENT	$ 576.04	$ -
4969322		3720 E HILLS DR SAN JOSE CA 95127	CURETON ELEMENTARY TK-5	000-000-0000	REFER TO PATROL AGREEMENT	$ 576.04	$ -
4969422		1290 BAL HARBOR WAY SAN JOSE CA 95122	DORSA ELEMENTARY TK-5	000-000-0000	REFER TO PATROL AGREEMENT	$ 576.04	$ -
4969622		277 MAHONEY DR SAN JOSE CA 95127	GEORGE MIDDLE SCHOOL 6-8	000-000-0000	REFER TO PATROL AGREEMENT	$ 576.04	$ -
4969822		1680 FOLEY AVE SAN JOSE CA 95122	HUBBARD ELEMENTARY TK-5	000-000-0000	REFER TO PATROL AGREEMENT	$ 576.04	$ -
4959922		100 KIRK AVE SAN JOSE CA 95127	LINDA VISTA ELEMENTARY TK -5	000-000-0000	REFER TO PATROL AGREEMENT	$ 576.04	$ -
4970022		1711 E SAN ANTONIO ST SAN JOSE CA 95116	LUCHA ELEMENTARY TK-5	000-000-0000	REFER TO PATROL AGREEMENT	$ 576.04	$ -
4970122		13901 NORDYKE DR SAN JOSE CA 95127	LYNDALE ELEMENTARY TK-5	000-000-0000	REFER TO PATROL AGREEMENT	$ 576.04	$ -
4970222		2050 KAMMERER AVE SAN JOSE CA 95116	RENAISSANCE AT MATHSON MIDDLE SCHOOL 6-8	000-000-0000	REFER TO PATROL AGREEMENT	$ 576.04	$ -
4970322		3311 LUCIAN AVE SAN JOSE CA 95127	MCCOLLAM ELEMENTARY TK-5	000-000-0000	REFER TO PATROL AGREEMENT	$ 576.04	$ -
4970422		1824 DAYTONA DR SAN JOSE CA 95122	MEYER ELEMENTARY TK-5	000-000-0000	REFER TO PATROL AGREEMENT	$ 576.04	$ -
4970522		2800 OCALA AVE SAN JOSE CA 95148	OCALA MIDDLE SCHOOL 6-8	000-000-0000	REFER TO PATROL AGREEMENT	$ 576.04	$ -
4970622		500 ROUGH & READY RD SAN JOSE CA 95133	PAINTER ELEMENTARY TK-5	000-000-0000	REFER TO PATROL AGREEMENT	$ 576.04	$ -
4970722		1720 HOPKINS DR SAN JOSE CA 95122	RENAISSANCE ACADEMY 6-8	000-000-0000	REFER TO PATROL AGREEMENT	$ 576.04	$ -
4970922		2851 GAY AVE SAN JOSE CA 95127	RUSSO/MCENTEE ACADEMY TK-5	000-000-0000	REFER TO PATROL AGREEMENT	$ 576.04	$ -
4971022		1241 MCGINNESS AVE SAN JOSE CA 95127	RYAN ELEMENTARY TK-5	000-000-0000	REFER TO PATROL AGREEMENT	$ 576.04	$ -
4971122		1721 E SAN ANTONIO ST SAN JOSE CA 95116	SAN ANTONIO ELEMENTARY TK-5	000-000-0000	REFER TO PATROL AGREEMENT	$ 576.04	$ -
4971222		480 ROUGH & STEADY RD SAN JOSE CA 95133	SHEPPARD MIDDLE SCHOOL 6-8	000-000-0000	REFER TO PATROL AGREEMENT	$ 576.04	$ -
1800122		2930 GAY AVE SAN JOSE CA 95127	ARSD DISTRICT OFFICE	000-000-0000	REFER TO PATROL AGREEMENT	$ 576.12	
						$13,249.00	$0.00
				1			

Printed Name: ED VILLARREAL JR **Date:** 2/27/24

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 25, 2024

Subject: **Assessment Resources, Inc.**

Staff Analysis: Assessment Resources will conduct psycho-educational evaluations for student requiring initial or triennial evaluations at several sites within Alum Rock District. This service is needed to stay compliant with IEP timelines.

Recommendation: Staff recommends that the Board of Trustees approve the contract with Assessment Resources for the 2024-2025 school year. The cost of this contract is $150,000.

Submitted by: Anthony Colonna Title: Director, Special Education

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

To the Board of Trustees:

Meeting: May 9, 2024
Regular Board Meeting

Recommend Approval

11.02
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 FOR SERVICES

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

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

Submitted by: Anthony Colonna, Director Special Education

☑ **Independent Contract** ☐ **MOU**

☐ Master Contract

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

Name of Individual/Company: Assessment Resources, Inc.

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

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

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on July 1, 20 24, and will diligently perform as required and complete performance by June 30, 20 25, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

3. **CONTRACTOR'S OBLIGATION:** Contractor shall provide the following services, materials, products, and/or reports as further described in **Exhibit A**, attached hereto and incorporated herein by this reference ("Services").

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

4. **COMPENSATION:** District agrees to pay Contractor for services satisfactorily rendered pursuant to this Agreement. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by District within thirty (30) days after Contractor submits an invoice to District for Services actually completed or the portion of the Services for which payment is to be made. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District.

☑ a. **Fee Rate:** $3,850/per case per hour/day of service as may be requested by ARUESD, not to exceed a maximum of _____ hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.

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

5. **BUDGET CODE:**

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

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

Assessment Resources Inc.

Excellence | Collaboration | Efficiency

To: Alum Rock Union School District

From: Assessment Resources Incorporated

Regarding: Scope of Work Written Proposal

Assessment Resources Incorporated will provide contracted psychoeducational assessments to Alum Rock Union School District during the 2024-25 school year.

Per assessment fee is $3850.00. Assessment fee includes written report and IEP attendance.

Alisa 'Cai' Baker Ph.D.

Certified School Psychologist

Licensed Psychologist (CA. #21588)

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

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

Assessment Resources Inc.

Excellence | Collaboration | Efficiency

2024/2025 School Psychology Services and Rate Sheet

Initial Special Education Assessment Initial Special Education Assessment Plus Educational Manifestation Determination Assessment Review of Records	$3850. $4850. $3850. $3150.
Triennial Special Education Assessment Triennial Special Education Assessment Plus Educational	$3850. $4850.
Independent Educational Assessment School Neuropsychological Assessment	$6500. $6500.
Residential Treatment Center Assessment	*per case logistics
Educational Assessment	$2850.
Educationally Related Mental Health Assessment	$3350.
Due Process Retainer (non-refundable)	$1500.
Case Consultation Expert Witness/Due Process Hearing (plus travel time)	$175. per hour $325. per hour
Fee added for assessments with legal involvement	$300.

Assessment fee includes up to 3 hours of online or in-person IEP attendance at conclusion of assessment.
Additional IEP hours billed at Consultation rate.
Services invoiced monthly per completed psychoeducational report.
Expert Witness Services billed per case completion.

Assessment Resources Incorporated
School Psychology Services
Alisa 'Cai' Baker Ph.D. President
831 431-0181
https://ari-evals.com

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 25, 2024

Subject: **Devine Intervention Services**

Staff Analysis: Ms. Devine will provide Mental Health services and behavior clinical support to special education TK-5th grade students within the Alum Rock School District per students Individualized Education Program (IEP) requirements. Contractor will manage cases of students with counseling IEP services for the District.

Recommendation: Staff recommends that the Board of Trustees approve the contract with Devine Intervention Services for the 2024-2025 school year. The cost of this contract is $206,640. Mental Health restricted funds will be used.

Submitted by: Anthony Colonna Title: Director, Special Education

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

To the Board of Trustees:

Meeting: May 9, 2024
Regular Board Meeting

Recommend Approval

11.03
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

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Special Education Department (School/Dept.) VENDOR NO. 300478

Submitted by: Anthony Colonna, Director Special Education

☑ **Independent Contract** ☐ **MOU**

☐ Master Contract

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

Name of Individual/Company: Devine Intervention Services

Address: 589 Curie Dr City: San Jose State: CA Zip: 95123

Phone: (415) 298-6472 Email Address: devineinterventionservices@gmail.com

SSN: 545-67-8926 or Fed I.D. #: _____

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on July 1, 2024, and will diligently perform as required and complete performance by June 30, 2025, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

3. **CONTRACTOR'S OBLIGATION:** Contractor shall provide the following services, materials, products, and/or reports as further described in **Exhibit A**, attached hereto and incorporated herein by this reference ("Services").

Ms. Devine will provide Mental Health services and behavior clinical support to special education TK-5th grade students within Alum Rock District per students' Individualized Educational Program(IEP) requirements. Contractor will manage cases of students with counseling IEP services for 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:** $140.00/hr per hour/day of service as may be requested by ARUESD, not to exceed a maximum of _____ hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.

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

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
080	3327	0	5815	00	5750	1190	000000	380	3327	99033.00	4/16/24
080	6500	0	5815	00	5750	1130	000000	380	1750	18,000.00	
080	6546	0	5815	00	5001	3900	000000	380	6546	89607.00	MB 4/17/24

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



Proposed Contract for Devine Intervention Services for the 2024-2025 school year at Alum Rock Union School District, Special Education Department:

Start Date: July 1, 2024
End Date: June 30, 2025
Rate of Pay: $140/ hour
Timeline: 7.5 hours per day for 180-day School Year (1,350 hours) with Extended School Year (approximately 4.5 hours for 20 days= 90 hours); 3-4 additional hours per month as needed to attend required IEP meetings, case management for all SPED counseling cases (collaboration, training, Clinical Supervision for one Associate Marriage and Family Therapist and guidance for SPED therapists), family collaboration meetings and therapeutic support (a maximum of 36 hours); Maximum number of hours for the 2024-2025 school year: 1,476
Caseload: Maximum number of students on caseload: 22 students
Job Title: Therapeutic Coordinator for the Special Education Department
Services to be Performed:
Erin Devine, Licensed Marriage and Family Therapist #98035 will provide behavioral and therapeutic support services for students with IEPs. Services to include: both individual and group therapy sessions; Social Emotional Learning consultation; participation in IEP meetings; provide professional development for families and staff to meet the mental health needs of ARUSD students; and collaboration with IEP teams. Therapist will also manage the cases of students with counseling IEP services for the Special Education Department. This includes tracking the cases, training and collaborating with therapists, and case management. Therapist will also be the Clinical Supervisor for one Associate Marriage and Family Therapist.

3/13/2024

Erin Devine, LMFT #98035 — Date
Devine Intervention Services
San Jose, CA

589 Curie Drive | San Jose, CA 95123| devineinterventionservices@gmail.com | 415.298.6472

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: April 19, 2024

Subject: **Lozano Smith, LLP**

Staff Analysis: Lozano Smith will counsel on issues related to special education to ensure compliance. Attorney will also consult and assist staff in developing legally defensible IEP's aligned with the most current information regarding special education law.

Recommendation: Staff recommends that the Board of Trustees approve the contract with Lozano Smith, LLP for the 2024-2025 school year. The cost of this contract is $125,000.

Submitted by: Anthony Colonna Title: Director, Special Education

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

To the Board of Trustees:

Meeting: May 9, 2024
Regular Board Meeting

Recommend Approval

11.04
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

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Special Education Department (School/Dept.) VENDOR NO. 21317

Submitted by: Anthony Colonna, Director Special Education

☑ **Independent Contract** ☐ **MOU**

☐ Master Contract

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

Name of Individual/Company: Lozano Smith, LLP

Address: 7404 Spalding Ave. City: Fresno State: CA Zip: 93720

Phone: (559) 431-5600 Email Address: agarcia@lozanosmith.com

SSN: _____ or Fed I.D. #: 80-0874383

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on July 1, 2024, and will diligently perform as required and complete performance by June 30, 2025, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

3. **CONTRACTOR'S OBLIGATION:** Contractor shall provide the following services, materials, products, and/or reports as further described in **Exhibit A**, attached hereto and incorporated herein by this reference ("Services").

Lozano Smith will counsel on issues related to special education to ensure compliance. Attorney will also ~~consult and assist staff in developing legally defensible IEP's aligned with the most current information~~ regarding special education law.

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:** $150.00-395.00/hr per hour/day of service as may be requested by ARUESD, not to exceed a maximum of _____ hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.

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

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
080	6500	0	5810	00	5001	2100	000000	380	1820	125,000	

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

LS Lozano Smith
ATTORNEYS AT LAW

PROFESSIONAL RATE SCHEDULE
FOR ALUM ROCK UNION SCHOOL DISTRICT

1. HOURLY PROFESSIONAL RATES

Client agrees to pay Attorney by the following standard hourly rate*:

Partner** / Senior Counsel / Of Counsel	$ 295 - $ 395 per hour
Associate	$ 250 - $ 295 per hour
Paralegal / Law Clerk	$ 185 - $ 225 per hour
Consultant	$ 350 - $ 395 per hour

* Rates for individual attorneys within each category above vary based upon years of experience. Specific rates for each attorney are available upon request.
** Rates for work performed by Senior Partners with 20 years of experience or more may range from $395 - $450 per hour. [1]

2. BILLING PRACTICE

Lozano Smith will provide a monthly, itemized Statement for services rendered. Time billed is broken into 1/10 (.10) hour increments, allowing for maximum efficiency in the use of attorney time. Invoices will clearly indicate the department or individuals for whom services were rendered.

Written responses to audit letter inquiries will be charged to Client on an hourly basis, with the minimum charge for such responses equaling .5 hours. Travel time shall be prorated if the assigned attorney travels for two or more clients on the same trip.

3. COSTS AND EXPENSES

In-office copying/electronic communication printing	$ 0.25 per page
Facsimile	$ 0.25 per page
Postage	Actual Usage
Mileage	IRS Standard Rate

Other costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis.

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[1] Sale or Lease of Real Property Work:

Partner / Senior Counsel / Of Counsel	$ 450 per hour
Associate	$ 375 per hour
Paralegal / Law Clerk	$ 225 per hour

LS Lozano Smith
ATTORNEYS AT LAW

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is effective _____, between the ALUM ROCK UNION SCHOOL DISTRICT ("Client") and the law firm of LOZANO SMITH, LLP ("Attorney") (each a "Party" and collectively the "Parties"). Attorney shall provide legal services as requested by Client on the following terms and conditions:

1. ENGAGEMENT. Client hires Attorney on an as-requested basis as its legal counsel with respect to matters the Client refers to Attorney. When Client refers a matter to Attorney, Attorney shall confirm availability and ability to perform legal services regarding the matter. After Attorney has completed services for the specific matter referred by Client, then no continuing attorney-client relationship exists until Client requests further services and Attorney accepts a new engagement. If Attorney undertakes to provide legal services to represent Client in such matters, Attorney shall keep Client informed of significant developments and respond to Client's inquiries regarding those matters. Client understands that Attorney cannot guarantee any particular results, including the costs and expenses of representation. Client agrees to be forthcoming with Attorney, to cooperate with Attorney in protecting Client's interests, to keep Attorney fully informed of developments material to Attorney's representation of client, and to abide by this Agreement. Client is hereby advised of the right to seek independent legal advice regarding this Agreement.

2. RATES TO BE CHARGED. Client agrees to pay Attorney for services rendered based on the attached rate schedule. Agreements for legal fees on other-than-an-hourly basis may be made by mutual agreement for special projects (including as set forth in future addenda to this Agreement).

3. REIMBURSEMENT. Client agrees to reimburse Attorney for actual and necessary expenses and costs incurred in the course of providing legal services to Client, including but not limited to expert, consultant, mediation, arbitration fees and e-discovery service fees. Attorney shall not be required to advance costs on behalf of Client over the amount of $1,000 unless otherwise agreed to in writing by Attorney. Typical expenses advanced for Client, without prior authorization, include messenger fees, witness fees, expedited delivery charges, travel expenses, court reporter fees and transcript fees. Client authorizes Attorney to retain experts or consultants to perform services.

4. MONTHLY INVOICES. Attorney shall send Client a statement for fees and costs incurred every calendar month (the "Statement"). Statements shall set forth the amount, rate and description of services provided. Client shall pay Attorney's Statements within thirty (30) calendar days after receipt. An interest charge of one percent (1%) per month shall be assessed on balances that are more than thirty (30) calendar days past due, not to exceed 10% per annum.

5. COMMUNICATIONS BETWEEN ATTORNEY AND CLIENT. The Parties recognize that all legal advice provided by Attorney is protected by the Attorney-Client and Work Product

Privileges. In addition to regular telephone, mail and other common business communication methods, Client hereby authorizes Attorney to use facsimile transmissions, cellular telephone calls and text, unencrypted email, and other electronic transmissions in communicating with Client. Unless otherwise instructed by Client, any such communications may include confidential information.

6. POTENTIAL AND ACTUAL CONFLICTS OF INTEREST. If Attorney becomes aware of any potential or actual conflict of interest between Client and one or more other clients represented by Attorney, Attorney will comply with applicable laws and rules of professional conduct.

7. INDEPENDENT CONTRACTOR. Attorney is an independent contractor and not an employee of Client.

8. TERMINATION.

a. Termination by Client. Client may discharge Attorney at any time, with or without cause, by written notice to Attorney.

b. Termination by Mutual Consent or by Attorney. Attorney may terminate its services at any time with Client's consent or for good cause. Good cause exists if (a) Client fails to pay Attorney's Statement within sixty (60) calendar days of its date, (b) Client fails to comply with other terms of this Agreement, including Client's duty to cooperate with Attorney in protecting Client's interests, (c) Client has failed to disclose material facts to Attorney or (d) any other circumstance exists that requires termination of this engagement under the ethical rules applicable to Attorney. Additionally, to the extent allowed by law, Attorney may decline to provide services on new matters or may terminate the Agreement without cause upon written notice to Client if Attorney is not then providing any legal services to Client. Even if this Agreement is not terminated, under paragraph 1 an attorney-client relationship exists only when Attorney is providing legal services to Client.

c. Following Termination. Upon termination by either Party: (i) Client shall promptly pay all unpaid fees and costs for services provided or costs incurred pursuant to this Agreement up to the date of termination; (ii) unless otherwise required by law or agreed to by the Parties, Attorney will provide no legal services following notice of termination; (iii) Client will cooperate with Attorney in facilitating the orderly transfer of any outstanding matters to new counsel, including promptly signing a substitution of counsel form at Attorney's request; and (iv) Client shall, upon request, be provided the Client's file maintained for the Client by Attorney and shall sign acknowledgment of receipt upon delivery of that file. For all Statements received by Client from Attorney prior to the date of termination, Client's failure to notify Attorney in writing of any disagreement with either the services performed or the charges for those services as shown in the Statement within thirty (30) calendar days of the date of termination shall be deemed Client's acceptance of and agreement with the Statement. For any billing appearing for the first time on a Statement received by Client from Attorney after the date

of termination, failure to notify Attorney in writing of any disagreement with either the services performed or the charges for those services within thirty (30) calendar days from receipt of the Statement shall be deemed to signify Client's acceptance of and agreement with the Statement.

9. MAINTENANCE OF INSURANCE. Attorney agrees that, during the term of this Agreement, Attorney shall maintain liability and errors and omissions insurance.

10. CONSULTANT SERVICES. Attorney works with professional consultants that provide services, including but not limited to, investigations, public relations, educational consulting, leadership mentoring and development, financial, budgeting, management auditing, board/superintendent/chancellor relations, administrator evaluation and best practices, and intergovernmental relations. Attorney does not share its legal fees with such consultants. Attorney may offer these services to Client upon request.

11. DISPUTE RESOLUTION.

a. Mediation. Except as otherwise set forth in this section, Client and Attorney agree to make a good faith effort to settle any dispute or claim that arises under this Agreement through discussions and negotiations and in compliance with applicable law. In the event of a claim or dispute, either Party may request, in writing to the other Party, to refer the dispute to mediation. This request shall be made within thirty (30) calendar days of the action giving rise to the dispute. Upon receipt of a request for mediation, both Parties shall make a good faith effort to select a mediator and complete the mediation process within sixty (60) calendar days. The mediator's fee shall be shared equally between Client and Attorney. Each Party shall bear its own attorney fees and costs. Whenever possible, any mediator selected shall have expertise in the area of the dispute and any selected mediator must be knowledgeable regarding the mediation process. No person shall serve as mediator in any dispute in which that person has any financial or personal interest in the outcome of the mediation. The mediator's recommendation for settlement, if any, is non-binding on the Parties. Mediation pursuant to this provision shall be private and confidential. Only the Parties and their representatives may attend any mediation session. Other persons may attend only with the written permission of both Parties. All persons who attend any mediation session shall be bound by the confidentiality requirements of California Evidence Code section 1115, et seq., and shall sign an agreement to that effect. Completion of mediation shall be a condition precedent to arbitration, unless the other Party refuses to cooperate in the setting of mediation.

b. Dispute Regarding Fees. Any dispute as to attorney fees and/or costs charged under this Agreement shall to the extent required by law be resolved under the California Mandatory Fee Arbitration Act (Bus. & Prof. Code §§ 6200, et seq.).

c. Binding Arbitration. Except as otherwise set forth in section (b) above, Client and Attorney agree to submit all disputes to final and binding arbitration, either following mediation which fails to resolve all disputes or in lieu of mediation as may be agreed by

the Parties in writing. Either Party may make a written request to the other for arbitration. If made in lieu of mediation, the request must be made within sixty (60) calendar days of the action giving rise to the dispute. If the request for arbitration is made following an unsuccessful attempt to mediate the Parties' disputes, the request must be made within ten (10) calendar days of termination of the mediation. The Parties shall make a good faith attempt to select an arbitrator and complete the arbitration within ninety (90) calendar days. If there is no agreement on an arbitrator, the Parties shall use the Judicial Arbitration and Mediation Service (JAMS). The arbitrator's qualifications must meet the criteria set forth above for a mediator, except, in addition, the arbitrator shall be an attorney unless otherwise agreed by the Parties. The arbitrator's fee shall be shared equally by both Parties. Each Party shall bear its own attorney fees and other costs. The arbitrator shall render a written decision and provide it to both Parties. The arbitrator may award any remedy or relief otherwise available in court and the decision shall set forth the reasons for the award. The arbitrator shall not have any authority to amend or modify this agreement. Any arbitration conducted pursuant to this paragraph shall be governed by California Code of Civil Procedure sections 1281, et seq. By signing this Agreement, Client acknowledges that this agreement to arbitrate results in a waiver of Client's right to a court or jury trial for any fee dispute or malpractice claim. This also means that Client is giving up Client's right to discovery and appeal. If Client later refuses to submit to arbitration after agreeing to do so, Client maybe ordered to arbitrate pursuant to the provisions of California law. Client acknowledges that before signing this Agreement and agreeing to binding arbitration, Client is entitled, and has been given a reasonable opportunity, to seek the advice of independent counsel.

d. Effect of Termination. The terms of this section shall survive the termination of the Agreement.

12. ENTIRE AGREEMENT. This Agreement with its exhibit supersedes any and all other prior or contemporaneous oral or written agreements between the Parties. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by all Parties hereto.

13. SEVERABILITY. Should any provision of this Agreement be held by a court of competent jurisdiction to be invalid, void or unenforceable, but the remainder of the Agreement can be enforced without failure of material consideration to any Party, then this Agreement shall not be affected and it shall remain in full force and effect, unless amended or modified by mutual consent of the Parties; provided, however, that if the invalidity or unenforceability of any provision of this Agreement results in a material failure of consideration, then, to the extent allowed by law, the Party adversely affected thereby shall have the right in its sole discretion to terminate this Agreement upon providing written notice of such termination to the other Party.

14. NON-WAIVER. None of the provisions of this Agreement shall be considered waived by either Party unless such waiver is specified in writing.

15. NO THIRD PARTY RIGHTS. This Agreement shall not create any rights in, or inure to the benefit of, any third party.

16. ASSIGNMENT. The terms of this Agreement may not be assigned to any third party. Neither Party may assign any right of recovery under or related to the Agreement to any third party.

SO AGREED:

CLIENT SIGNATURE	**ATTORNEY SIGNATURE**
Alum Rock Union School District	**Lozano Smith, LLP**
BY *(Authorized Signature)*	BY *(Authorized Signature)*
PRINTED NAME AND TITLE OF PERSON SIGNING	PRINTED NAME AND TITLE OF PERSON SIGNING Karen M. Rezendes, Managing Partner
DATE EXECUTED	DATE EXECUTED 03/05/2024

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: **Sunbelt Staffing, LLC**

Staff Analysis: Sunbelt Staffing will provide mental health behavioral/counseling support to students/programs in special education within Alum Rock District during the 2024-2025 school year. Behavior Tech's will assist students/teachers at various sites. Due to the lack of applicants for paras, contracting with this vendor is necessary in order to stay compliant.

Recommendation: Staff recommends that the Board of Trustees approve the contract with Sunbelt Staffing for the 2024-2025 school year. The cost of this contract is $306.375.

Submitted by: Anthony Colonna Title: Director, Special Education

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

To the Board of Trustees:

Meeting: May 9, 2024
Regular Board Meeting

Recommend Approval

11.05
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 FOR SERVICES

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

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

Submitted by: Anthony Colonna, Director Special Education

☑ **Independent Contract** ☐ **MOU**

☐ Master Contract

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

Name of Individual/Company: Sunbelt Staffing, LLC

Address: 501 Brooker Creek Blvd. # A-400 City: Oldsmar State: FL Zip: 34677

Phone: (813) 792-3428 Email Address: _____

SSN: _____ or Fed I.D. #: 59-3675910

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on July 1, 20 24, and will diligently perform as required and complete performance by June 30, 20 25, 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").

Sunbelt will provide mental health behavioral/counseling support to special education students/programs within Alum Rock District during the 2024-2025 school year. Behavior Tech's will assist students/teachers at various sites within Alum Rock. Due to the lack of applicants for paras, contracting with this vendor is necessary in order to stay compliant.

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:** $ 70-$90/hr per hour/day of service as may be requested by ARUESD, not to exceed a maximum of _____ hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.

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

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS
080	6546	0	5815	00	5750	1190	000000	380	6546	256,375	
080	6500	0	5815	00	5750	1190	000000	380	1750	50,000	4/17/24

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

Discipline	Hourly Bill Rate Range
Speech Language Pathologist	$78-120
Physical and/or Occupational Therapist	$78-120
SLPA, PTA and/or COTA	$53-75
SLP - CFY	$60-85
School Nurses – RN/LPN	$50-85
Psychologist	$78-120
Behavior Specialist	$60-80
Guidance Counselor	$60-80
Social Worker	$60-80
Special Education Teacher	n/a
Life Skills Teacher	n/a
Sign Language Interpreter	$48-75
Teacher of the Visually Impaired	$66-95
Adaptive Physical Education Teacher	$66-95
Orientation Mobility Specialist	$66-95
BCBA	$60-80
Instructional Assistant / ParaEducator	$50-60
Bilingual / Teletherapy SLP, OT, TVI, TDHH, etc.	Add $5-15

BlazerWorks
Pierce Smith
(813)-792-3428
Florida Division

5550 Peachtree Parkway, Suite 500
Peachtree Corners, GA, 30092
United States
Toll Free 844-699-0919

Sunbelt Staffing, LLC (hereafter referred to as "Sunbelt" or the "Company") and **Alum Rock Union School District** whose location is 2930 Gay Ave, San Jose, CA 95127 (hereafter referred to as "Client") enter into this non-exclusive Client Services Agreement for the purpose of referring and placing Consultants ("Consultants") with Client. This Agreement shall govern the overall terms of the relationship, while a separate assignment confirmation for each placement will outline specifics as to bill rates, personnel, and assignment lengths.

1. Scope of Services.
Sunbelt, a licensed staffing agency in the business of providing supplemental staffing to the public and private education sector and not a healthcare provider, will use its commercially reasonable efforts to provide Consultants for assignment with Client. Sunbelt will be responsible for payment of each Consultant's wages and applicable payroll taxes, deductions, and insurance, including workers' compensation, general liability and professional liability coverage for the benefit of the Consultants. If a Consultant is unable to complete the specified assignment, Sunbelt will use its commercially reasonable efforts to find a replacement in a timely manner.

2. Independent Contractor.
The parties hereto specify and intend that the relationship of each to the other is that of an independent contractor that each Consultant shall be an employee of Sunbelt and that no qualified Consultant shall at any time be an employee of Client, unless the parties shall otherwise agree in writing. Sunbelt agrees to provide and maintain all payroll services for any qualified Consultant placed with Client, to maintain payroll records and to withhold and remit all payroll taxes and social security payments. Sunbelt does not ordinarily use subcontractors in providing services. Should the need to use a separate staffing firm or independent contractor arise, Sunbelt will notify Client in advance of the assignment in order to receive approval of this arrangement.

3. Telepractice Services.
Sunbelt, at Client's specific request, may provide telepractice services through VocoVision. Should utilization of VocoVision occur, Client shall, at that time, receive in addition to Addendum A – Client Assignment Confirmation, an Addendum B – Teleservices Provisions, Addendum C – Duties and Responsibilities and Addendum D –VocoVision Equipment Policies which, collectively, outline specific terms and conditions regarding VocoVision's telepractice services.

4. Insurance.
Sunbelt will maintain at least the following minimum amounts of insurance:

General Liability - $2,000,000 per occurrence and $4,000,000 aggregate.
Workers Compensation - in accordance with state regulations.
Employer's Liability - $1,000,000.
Excess Liability over General Liability and Employer's Liability - $5,000,000 per occurrence and $5,000,000 aggregate.
Professional Liability of $1,000,000 per occurrence and $3,000,000 aggregate.
Sexual Abuse and Molestation - $1,000,000 per occurrence and $3,000,000 aggregate.

5. Competency and Licensing.
Sunbelt will conduct comprehensive pre-employment screening to provide licensed Consultants who meet applicable professional standards. Sunbelt will endeavor to present only Consultants who are qualified for Client's open position(s) on job requirements established by Client either verbally or in writing. While Sunbelt will make every effort to prescreen job candidates based on these requirements, Client acknowledges the candidate assignment decision is ultimately the responsibility of the Client. To this end, Sunbelt will make available to Client all appropriate Consultant records that Sunbelt may permissibly disclose and will facilitate an interview between Client and Consultant in order to assist Client in the hiring decision. In the event Client becomes aware of any notices, findings, or information, including but not limited to fingerprint search results that may negatively impact the commencement or continuation of said assignment, the Client shall notify Sunbelt in writing within three (3) business days of Client becoming aware. Client shall furnish all relevant details regarding the situation. Failure to notify Sunbelt of such matters may result in the termination of the contractual relationship. Sunbelt will do its due diligence to ascertain the professional and applicable Department of Education licensing and certification requirements for the Consultant discipline placed with

Client, however, it is ultimately the responsibility of the Client to approve the Consultant's licensure and certifications as acceptable.

6. On-Site Responsibility.
Client is responsible for providing all orientation, support, facilities, training, direction, and means for the Consultant to complete the assignment. Client acknowledges that Sunbelt is not providing special education and/or related services, but rather is providing candidate identification and placement services. As such, Client is responsible for the Consultant's adherence to the applicable standard of practice and acknowledges that Sunbelt is not responsible for the Consultant's on-site performance given that Sunbelt does not have the capacity to provide direct, on-site supervision of daily activity. Client acknowledges that any deviation of the Client's policies and procedures as orientated to Sunbelt's Consultant should be reported in writing and directly to Sunbelt immediately so that Sunbelt may be provided an opportunity to offer correction and/or counseling of unacceptable practices by Consultant. Client warrants that its facilities and operations will comply at all times with all federal, state and local safety and health laws, regulations and standards, including OSHA standards, and that Client will be responsible for providing all safety training and equipment, and for each Consultant's compliance with health and safety requirements, including those instituted by Client.

7. Employment of Consultants.
Should Client wish to engage in a contingency search agreement for specific disciplines to help fulfil required staffing levels, the parties will work together to develop a separate agreement outlining the scope of such requested search.

8. Equal Opportunity.
It is the policy of Sunbelt to provide equal opportunity to all Consultants for employment. Sunbelt and Client will screen based on merit only. All Consultants will be free from discrimination due to race, religion, color, sex, national origin, age, or disability.

9. Professional Fees.
Client will pay Sunbelt based on the service charges specified in the Assignment Confirmation included as an addendum to this Agreement. Sunbelt pays its Consultant(s) overtime in compliance with federal, state, and/or local laws. Sunbelt will bill Client at one and one-half times the regular bill rate for all hours Sunbelt is required to pay the Consultant(s) overtime. It is Client's responsibility to notify Sunbelt if pre-approval is required for any or all overtime hours prior to any such hours being worked.

10. Payment Terms.
Client will be billed on a weekly basis for all services provided during the previous week. Payment is due within fifteen (15) days of receipt of invoices. Invoices shall be considered past due if not paid by the agreed-upon due date. Client agrees to pay all necessary collection costs of amounts past due, including reasonable attorney's fees and costs. Additionally, Sunbelt reserves the right to approve or to discontinue any extension of credit and the terms governing such credit.

11. Timekeeping and Invoicing.
Client will ensure that Consultants accurately record the start and stop times for all hours worked, in accordance with the Client's policies utilizing the Client designated method which may include the submission of Sunbelt's timesheet. Timesheets are due weekly by 12:00 PM on the Monday following the end of Client's designated workweek.

Sunbelt will generate an invoice for Client based on timesheets submitted. Each invoice will contain a unique invoice number, date(s) services were provided, Consultant name, Consultant job title, hourly bill rate, total hours billed, and total amount due. Client must review the invoice and notify Sunbelt of any errors, including billed hours or improper rates, immediately and in writing. Invoicing errors not received within thirty (30) days of the date of invoice shall not be disputed and invoices will be due in full.

12. Administrative Responsibilities.
Client shall be responsible for orienting Consultant to Client's policies and procedures regarding the submission of any requisite paperwork which must be tendered for reimbursement by funding entities such as Medicare, Medicaid, or health insurance. Such paperwork may include, but is not limited to, patient care plans, comprehensive patient histories, individual education plans, or Client specific program plans. During the contracted assignment, should Consultant fail

to submit paperwork as required per Client's policies and procedures, Client must notify Sunbelt in writing within three (3) business days of alleged failure. Failure to notify Sunbelt before assignment ends shall negate any Client claim to withhold payment due to untimely work and/or paperwork non-compliance by Consultant. Client agrees that all approved time sheets by Client's assigned representative are not subjected to billing dispute if Client fails to notify Sunbelt of time sheet and work performed discrepancies.

13. Limitation of Liability.
NEITHER PARTY SHALL BE LIABLE TO THE OTHER WHATSOEVER FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES ON ACCOUNT OF LOST PROFITS, LOST DATA, LOSS OF USE OF DATA, OR LOST OPPORTUNITY, WHETHER OR NOT PLACED ON NOTICE OF ANY SUCH ALLEGED DAMAGES AND REGARDLESS OF THE FORM OF ACTION IN WHICH SUCH DAMAGES MAY BE SOUGHT. THE FEES AND BILLINGS DUE UNDER THIS AGREEMENT ARE NOT CONSIDERED SPECIAL DAMAGES OR LOST PROFITS AND SHALL NOT BE LIMITED BY THESE PROVISIONS.

14. Incident and Error Tracking.
Client will report to Sunbelt any performance issues, incidents, errors and other events related to the care and services provided by Sunbelt employees. Sunbelt will document reported incidents in employee's personnel file and track all such events for quality assurance purposes. All supporting documentation is required within seventy-two (72) hours of the occurrence.

15. Reporting of Work-Related Injuries.
Client will maintain a safe working environment and provide all appropriate personal protective equipment as deemed appropriate by the Client and suitable to the setting to which Sunbelt's Consultant has been assigned. Client ensures compliance with all applicable OSHA obligations to include general training on the reporting of work-place injuries, incidents, and occupational exposure to bloodborne pathogens occurring at Client facility. Records of such occurrences must be maintained by the Client and accessible to Sunbelt within guidelines set forth by governing entities. In the event of work-place injury, incident or exposure, each affected Consultant will contact their immediate Client-appointed supervisor and report to the applicable treating department as per Client protocol. Consultant shall also report work-place injury, incident or exposure to Sunbelt concurrently with Client for the purpose of reporting such event to Sunbelt's worker's compensation carrier. If Sunbelt's Consultants are not eligible for treatment of work-place injury, incident or exposure by Client or if reporting requirements change during the term of this Agreement, Client is responsible for written notification of such information to both Sunbelt and Sunbelt's Consultant.

16. Termination of Contracted Assignment with Cause.
Immediately upon occurrence, Client has the obligation to report each deviation from the accepted standard of practice, policies and procedures as orientated to Consultant, behavior, and or any incident that would be considered averse to the overall operation of Client. Client may request that Sunbelt facilitate the immediate removal of Consultant due to any of the issues preceding with written and/or verbal notice. The Client, however, may not immediately terminate a Consultant unless Sunbelt has been notified prior to final incident or unless a single incident warrants immediate dismissal prior to Sunbelt's notification. All supporting documentation specifying the reasons and facts of the termination is required within forty-eight (48) hours of termination. If the Client does not report such deviation(s) and subsequently terminates Consultant or if Client does not provide required documentation following a termination within the required timeframe, Client will be assessed as liquidated damages and not as a penalty, an amount equal to one (1) week of billing. The parties agree that Sunbelt's Consultants are an integral part of its operation and a resource that may have been developed over a number of years. Any delay or absence of a written and verbal notice could result in lost revenue or other consequences not foreseen at this time and therefore the liquidated damages are not unreasonable to the probable loss to be suffered by Sunbelt in the event of your breach of this provision. Client will be responsible for all professional fees (and expenses if applicable) up to the point of termination. Termination with cause must be documented prior to termination in accordance with the Incident and Error Tracking procedures set forth in paragraph 14 of this agreement. Sunbelt shall have five (5) business days to refill the position in the event of termination with cause. Should Sunbelt identify a suitable Consultant, Client agrees to original terms or extended terms of the terminated Consultant's assignment.

Sunbelt

17. Termination of Contracted Assignment without Cause.
Client may cancel an assignment with sixty (60) days written notice. Client is responsible for all charges and fees prior to cancellation date and through the 60-day period of notice. In the event Client is unable to provide sixty (60) days' notice of termination, Client will be billed for sixty (60) days at the agreed upon regular bill rate and minimum hours. In the event of termination without cause, Client will be responsible for any housing and travel costs actually incurred by Sunbelt as a result of such cancellation.

18. Guaranteed Minimum Hours.
Client agrees to provide Consultant the guaranteed number of work hours per week specified in the attached Assignment Confirmation Addendum A. Cancellation of prescheduled workdays or reduction in work hours by Client will be billed reflecting the guaranteed minimum work hours. Minimum work hours shall be reduced to reflect scheduled school closings for holidays and planning days.

19. Unscheduled Facility Closure Policy.
Sunbelt will incur fixed expenses over the entire course of a Consultant's contract assignment with Client related to the Consultant's housing and per diem costs. The parties agree that in the event of an unforeseen or unexpected interruption in a Consultant's assignment resulting from an unscheduled closure, complete or partial, of Client's facilities due to natural or manmade disasters, such as, and without limiting the generality of the foregoing, fire, storms, flooding, earthquake, labor unrest, riots, and/or acts of terrorism or war (each an "Unscheduled Closure"), Client will transition to virtual services for all Consultants whose services can be performed in such a setting. Client shall be billed for services performed at the regular contracted hourly bill rate for all hours worked by Consultant. Virtual service hours shall be entered and processed according to the normal time submittal and approval process unless otherwise requested by Client and agreed upon by Sunbelt. Sunbelt and Client will mutually determine which contracted disciplines qualify for virtual services. For contracted services not eligible for virtual services, Client will be invoiced and shall pay for each such affected Consultant's services at the reduced rate of 75% of the regular hourly bill rate for the total hours normally scheduled for each day that the Consultant(s) is unable to work by virtue of such Unscheduled Closure.

20. Multiple Locations.
If client requires Consultant to travel to and perform services at more than one location, Client will compensate Sunbelt for travel time between facilities at the regular hourly bill rate and for mileage up to the current acceptable IRS reimbursement rate.

21. Issue Resolution.
In the event Client encounters an issue that is not satisfactorily resolved by its Sunbelt representative, Client should escalate the issue to the appropriate Sunbelt manager by calling 800-659-1522 or emailing info@sunbeltstaffing.com.

22. Indemnification.
To the extent permitted by law, each party will be responsible for damages associated with third party claims to the extent of their respective negligence, willful misconduct or breach of this agreement.

23. Confidentiality.
Each party acknowledges that as a result of this Agreement, they will learn confidential information of the other party. Confidential information is defined as that information which is private to each party but is shared by one to the other party as required to accomplish this Agreement and **includes bill rates, fees for permanent placements and terms and conditions of this Agreement**. It is agreed that neither party will disclose any confidential information of the other party to any person or entity. Neither will it permit any person nor entity to use said confidential information.

Disclosures required by law including properly executed Freedom of Information Act requests and information shared to the appropriate individuals within the respective organizations as necessary to execute this Agreement shall be the only exceptions permitted under this Agreement.

Confidential Information of Sunbelt shall include, but is not limited to, any and all unpublished information owned or controlled by Sunbelt and/or its employees, that relates to the clinical, technical, marketing, business or financial operations of Sunbelt and which is not generally disclosed to the public including but not limited to employee information, technical data, policies, financial data and information to include contract terms and provisions, billing

rates, permanent placement fees whether disclosed orally, in writing or by inspection. If the receiving party shall attempt to use or dispose of any of the Confidential Information, or any duplication or modification thereof, in any manner contrary to the terms of the foregoing, the disclosing party shall have the right, in addition to such other remedies which may be available to it, to obtain an injunctive relief enjoining such acts or attempts as a court of competent jurisdiction may grant, it being acknowledged that legal remedies are inadequate.

24. Family Education Rights and Privacy Act.
Sunbelt shall comply with all laws, rules and regulations pursuant to the Family Educational Rights and Privacy Act, 20 USC 1232g ("FERPA") and acknowledges that certain information about the Client's students is contained in records maintained by Sunbelt and the Consultant and that this information can be confidential by reason of FERPA and related Client policies. Both parties agree to protect these records in accordance with FERPA and Client policy. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities. As it applies, Consultants assigned to Client will execute a FERPA Statement of Understanding outlining appropriate guidelines.

25. State Retirement System Notice.
Client acknowledges and agrees that if formal notice is required to be given to any Consultant that participation in any such retirement system/pension is either: 1) permitted by Consultant's election; or 2) is required by law, then Client is solely responsible for providing such notice to Consultants and fulfilling all associated administrative duties. Client shall immediately notify Sunbelt if any Consultant is required to, or voluntarily elects to participate in any such system. In such event, Client shall advise Sunbelt of the withholding obligation percentages (both employer and employee share) so that invoices to Client and payment to the Consultant may be adjusted accordingly. The parties agree that Client shall withhold and pay to the retirement/pension both the employee and employer shares. The parties agree that the applicable employee and employer shares paid to the system by the Client shall be deducted from the amount owed to Sunbelt by the Client hereunder. The parties agree that the applicable employee share paid to the system by the Client shall be deducted from the amount due the Consultant by Sunbelt. The Client and Sunbelt expressly acknowledge and agree that if any Consultant is required to, or elects to participate in a retirement system/pension, the Client shall be solely responsible for: 1) creating an account for Consultant with the appropriate retirement system/pension; 2) all present and/or future obligations to make employee and employer cash payments/ contributions to the retirement system/pension as required by law and/or set by the retirement system/pension; and 3) otherwise administering all employer functions pertaining to the Consultant's interest in retirement system/pension.

26. Conflicts of Interest.
The parties acknowledge their respective obligation to report any conflict of interest and/or apparent conflict of interest that may interfere with their ability to perform their obligations hereunder objectively and effectively. To that end, the Parties hereby certify and represent that their officials, employees and agents do not have any significant financial or other pecuniary interest in the other party's business enterprise, and that no inducements of monetary or other value were offered or given to any officer, employee or agent of the other party. Each party agrees to promptly notify the other in the event it becomes aware of any conflict of interest or apparent conflict of interest.

27. Notices.
All notices required to be given in writing will be sent to the names/addresses listed below.

Sunbelt Staffing LLC	***To Client***
Contract Department	Client: Alum Rock Union School District
501 Brooker Creek Blvd	
Suite A-400	Address: 2930 Gay Ave, San Jose, CA 95127
Oldsmar, FL 34677	
contractnotices@sunbeltstaffing.com	

28. Survival.
The parties' obligations under this Agreement which by their nature continue beyond termination, cancellation or expiration of this Agreement, shall survive termination, cancellation or expiration of this Agreement.

29. Governing Law.
This Agreement shall be governed by the laws of the state of Delaware.

Sunbelt

30. Term.
This Agreement shall remain in effect from July 1, 2024, until June 30, 2025.

31. Modification of Agreement.
This Agreement may not be modified, amended, suspended, or waived, except by the mutual written agreement of the Parties who are authorized to execute the agreement.

32. Entire Agreement.
This Agreement represents the entire agreement between the parties and supersedes any prior understandings or agreements whether written or oral between the parties respecting the subject matter herein. This Agreement may only be amended in a writing specifically referencing this provision and executed by both parties. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns, subject to the limitations contained herein. The unenforceability, invalidity or illegality of any provision of this Agreement shall not render any other provision unenforceable, invalid or illegal and shall be subject to reformation to the extent possible to best express the original intent of the parties. This Agreement and attached Assignment Confirmation contain terms that may only be altered when agreed upon in writing by both parties.

This Agreement and attached Assignment Confirmation contain terms that may only be altered when agreed upon in writing by both parties. ***(Please return all pages of this Client Services Agreement)***.

Client ID – CLIENT NAME

273445 - Alum Rock Union School District

Client Representative Signature Date

Kalvira Chheng

Print Name

Assistant Superintendent

Title

Sunbelt Staffing, LLC

Stuart Maness

Stuart Maness
Division Director
March 18, 2024 14:09 UTC
IP: 131.148.94.66

Sunbelt

blazer works

ADDENDUM #1 – SUNBELT STAFFING, LLC TO PROVIDE ITS BLAZERWORKS SERVICES

This Addendum applies to the Client Services Agreement (the "Agreement") between Sunbelt Staffing, LLC's BlazerWorks Services and Sunbelt Staffing Client Alum Rock Union School District("Client") to use same. The BlazerWorks service refers to the services provided by Sunbelt Staffing, LLC in its role as the preferred workforce solutions manager. For good and valuable consideration described herein, effective upon execution of this Addendum, Sunbelt Staffing, LLC will have the responsibility for supplying and managing Client's contingent Consultant ("Consultant") workforce. Specifically, as part of Sunbelt Staffing, LLC's Services described in the Agreement, Sunbelt Staffing, LLC's BlazerWorks division will administer and manage the process of identifying and acquiring Consultants itself, or through Secondary Staffing Partners ("SSP") as set forth herein.

I. Services

BlazerWorks is a service provided by Sunbelt Staffing, LLC that manages client contingent healthcare staff. In such capacity, the BlazerWorks service will be provided to act as the preferred workforce solutions manager for Client to provide Consultants. During the term of the Agreement, all communications regarding the day-to-day activity and professional operations of the services outlined in the Agreement will be conducted between Sunbelt Staffing, LLC's BlazerWorks Services and Client.

II. Order Fulfilment Process

Job Orders. As needed client shall notify Sunbelt Staffing, LLC of its staffing needs for all Consultants when such needs arise, and Sunbelt Staffing, LLC's BlazerWorks division shall have the opportunity to fulfill those staffing needs. BlazerWorks may supply employees/contractors through Sunbelt Staffing, LLC, or employees/contractors through one or more SSPs. In the event Sunbelt Staffing, LLC/BlazerWorks is unable to fill any particular job order, it shall notify Client of same in writing, and shall have no obligation to fill such order.

Identification and Qualification. The BlazerWorks service includes identifying and qualifying: 1) Consultants; and 2) SSPs that are capable of providing Consultants, according to the requirements specified by Client.

Subcontracting. With respect to the provision of any Consultant who is not an employee of Sunbelt Staffing, LLC, Sunbelt Staffing, LLC's BlazerWorks division will execute a subcontractor agreement with the appropriate SSP employing such Consultant for the provision of the Consultant. The subcontractor agreement will conform to the terms of the Client Services Agreement.

Payment. All SSP invoices will be collected as part of the BlazerWorks service, and consolidated with Sunbelt Staffing, LLC's invoices. Sunbelt Staffing, LLC will submit single, periodic consolidated invoices to Client for the contingent healthcare staff provided pursuant to this Agreement. Sunbelt Staffing, LLC pays Consultants who are its employees as required by law, and shall pay all other SSPs the amount invoiced within 15 days of receipt of payment from Client.

CLIENT ID – CLIENT NAME

By:_____
Printed Name: Anthony Colonna
Title: SPED Director
Date:_____

Sunbelt Staffing, LLC

Stuart Maness

Stuart Maness
Division Director
March 18, 2024 14:12 UTC
IP: 131.148.94.66

11.06

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: 4/4/2024

Subject: CDW Purchase 2,000 Chromebooks - Irvine Unified School District - Bid No. 19/20-01 IT Technology Equipment and Peripherals to CDW Governement, LLC (CDWG) - **Resolution #59-23/24.**

Description of item: Purchase 2,000 Chromebooks to be distributed to students across the district. The district can utilize Title 1 funds, which expire at the end of our fiscal year, to purchase Chromebooks for students, bringing all students across the district up to the latest technology.

The total cost of Chromebooks is $689,937.50

Staff Analysis: Staff seeks authorization to purchase 2,000 Chromebooks.

Recommendation: Staff recommends the Board of Trustees approve the purchase of 2,000 Chromebooks for the betterment of our Alum Rock Students.

Submitted by: Brett Littrell BLL Title: Chief Technology Officer

Approved by: Kolvira Chheng KC Title: Assistant Superintendent

To the Board of Trustees:

Meeting: May 9, 2024
Regular Board Meeting

Recommend Approval

11.06
Agenda Placement

Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: **BUSINESS OFFICE** Contract No.: _____ Vendor No.: 015737

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

☐ **MOU** (negotiated Agreement)
☐ 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: CDW LLC

Address: 230 Miwaukee Ave. City: Vernon Hills State: IL Zip: 60061

Phone: (947) 371-5800 Email: austrom@cdwg.com & jeffmit@cdw.org

SSN: _____ Fed I.D. #: _____

CONTRACT TERM: start dates May 10, 2024 end date June 28, 2024

CONTRACTOR'S OBLIGATION:
Description of services to be provided: (Please attach proposals, scope of work, and other documentation.)

CDW will facilitate the purchase of 2,000 Chromebooks for the District for the betterment of Alum Rock District 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)

____ a. **Fee Rate:** $_____ per _____ Not to Exceed _____ of services.

X b. **Other:** $609,937.50

Describe other related costs: _____

BUDGET CODE: 060-3010-0-4300-00-1110-1000-000000-460-1190
~~010-0000-0-5815-00-0000-7700-000000-460-7221~~ CL 4/26/24
Accountant Initials

_____ _____
Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: 4/26/2024
Director of Fiscal Services: _____ Date: 4/26/24
Asst. Supt., of Business Services: _____ Date: 4/29/24
Superintendent: _____ Date: _____

Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

QUOTE CONFIRMATION

BRETT LITTRELL,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NVDF194	3/21/2024	LVO 100E	0441718	$689,937.50

IMPORTANT - PLEASE READ

Fees applied to item(s): 7781395

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Lenovo 100e Chromebook Gen 4 - 11.6" - Intel N-series - N100 - 8 GB RAM - 6 Mfg. Part#: 83G80003US Contract: Irvine USD 19/20-01 IT Tech & Peripherals (19/20-01 IT)	2000	7781395	$262.50	$525,000.00
Google Chrome Education Upgrade Mfg. Part#: CROS-SW-DIS-EDU-NEW Electronic distribution - NO MEDIA Contract: Irvine USD 19/20-01 IT Tech & Peripherals (19/20-01 IT)	2000	5988499	$31.00	$62,000.00
NUTKASE RUGGED SHELL CASE F 100E Mfg. Part#: NK912B-EL Contract: Irvine USD 19/20-01 IT Tech & Peripherals (19/20-01 IT)	2000	7823768	$20.90	$41,800.00

RECYCLING FEE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
RECYCLING FEE 4" TO LESS THAN 15" Fee Applied to Item: 7781395	2000	654809	$4.00	$8,000.00

SUBTOTAL	$628,800.00
SHIPPING	$0.00
RECYCLING FEE	$8,000.00
SALES TAX	$53,137.50
GRAND TOTAL	**$689,937.50**

PURCHASER BILLING INFO

DELIVER TO

Billing Address:
ALUM ROCK UNION SCHOOL DIST
ACCTS PAYABLE
2930 GAY AVE
SAN JOSE, CA 95127-2398
Phone: (408) 928-6854
Payment Terms: NET 30 Days-Govt/Ed

Shipping Address:
ALUM ROCK UNION SCHOOL DIST
BRETT LITTRELL
2930 GAY AVE
SAN JOSE, CA 95127-2398
Phone: (408) 928-6854
Shipping Method: UPS Ground (2-3 days)

Please remit payments to:

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515



Sales Contact Info

Austin Romero | (877) 283-5780 | austrom@cdwg.com

LEASE OPTIONS			
FMV TOTAL	**FMV LEASE OPTION**	**BO TOTAL**	**BO LEASE OPTION**
$636,800.00	**$18,021.44/Month**	**$636,800.00**	**$20,721.47/Month**

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

Need Help?

My Account | Support | Call 800.800.4239

About Us | Privacy Policy | Terms and Conditions

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at
http://www.cdwg.com/content/terms-conditions/product-sales.aspx
For more information, contact a CDW account manager.

© 2024 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

11.07

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

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

Subject: **Curriculum Associates LLC (i-Ready)**

Staff Analysis: i-Ready will provide ELA and Mathematics standards-aligned lessons, progress monitoring, and benchmark assessments targeted for all students in kindergarten through eighth grade. It will also provide all ELA and math teachers with a toolbox of additional resources to address student needs. We will hold a total of 76 training sessions throughout the 24-25 school year split up between each site and district level training days.

Recommendation: Staff recommends the Board of Trustees approve the contract with Curriculum Associates LLC for the 24-25 school year in the amount of $589,965.48.

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

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

To the Board of Trustees: Meeting: May 9, 2024
Regular Board Meeting

Recommend Approval

11.07
Agenda Placement

Imee C. 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 FOR SERVICES

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

FROM: Academic Services (School/Dept.) VENDOR NO. _____

Submitted by: Dr. Tara Bickford

☑ **Independent Contract** ☐ **MOU**

☐ Master Contract

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

Name of Individual/Company: Curriculum Associates, LLC (i-Ready)

Address: 153 Rangeway Road City: North Billerica State: MA Zip: 01862

Phone: (800) 225-0248 Email Address: customercontracts@cainc.com

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on May 10th, 2024, and will diligently perform as required and complete performance by June 30th, 2025, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

3. **CONTRACTOR'S OBLIGATION:** Contractor shall provide the following services, materials, products, and/or reports as further described in **Exhibit A**, attached hereto and incorporated herein by this reference ("Services").

i-Ready will provide ELA and Mathematics standards-aligned lessons, progress monitoring, and benchmark assessments targeted for all students in kindergarten through eighth grade. It will also provide all ELA and Math teachers with a textbook of additional resources to address student needs. We will hold a total of 76 training sessions throughout the 24-25 school year split up between each site and district level training days.

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:** $589,965.48 (describe rate agreement) List total $686,173.50 , savings of $96,208.02 for a total of $589,965.48.

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
060	6300	0	5846	00	1110	1000	000000	300	1070	$427,165.48	4/22/24
060	6266	0	5815	00	1110	1000	030200	305	7395	$162,800.00	

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

i-Ready Partners

Unparalleled Service and Educator Support

The *i-Ready Partners* team was born from our core value: the quality of our services is as important as the quality of our products. Know that when you implement our programs, your local *i-Ready Partners* will be there to support your team every step of the way.

Service Components

Our *i-Ready Partners* team is tasked with helping you implement our programs to meet ambitious district goals. *i-Ready Partners* support includes:

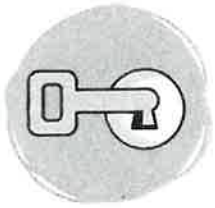
- **An Account Manager You Know on a First-Name Basis:** Dedicated account managers are your point of connection to a powerful network of *i-Ready* experts focused on making your implementation successful.
- **Consultative Professional Development Planning:** Tailored professional development plans ensure that PD is tied to your implementation goals and that educators are equipped to optimize the use of our programs from day one.
- **Real-Time Achievement Data after Every Assessment:** Detailed student achievement analytics to empower data-driven practices in classrooms.
- **Educational Consultants to Help You Know What's Coming Next:** Educational consultants to keep you up to speed on our latest research, development, and best practices.
- **Technical Support and Health Checks:** Proactive support that anticipates and heads off issues before they start—and is there for you should they arise.



Account Management



Professional Development



Educational Consultants



Achievement Analytics



Technical Support

Your *i-Ready Partners* Team

Dedicated to helping you implement *i-Ready* programs and achieve your district goals



Curriculum Associates

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Attachment B

I-READY SCHEDULE OF DATA

Category of Data	Elements	Check if Used by Your System
Application Technology Meta Data	IP Addresses of users, Use of cookies, etc.	✓
	Other application technology meta data-Please specify:	
Application Use Statistics	Meta data on user interaction with application	
Assessment	Standardized test scores	
	Observation data	
	Other assessment data-Please specify:	
Attendance	Student school (daily) attendance data	
	Student class attendance data	
Communications	Online communications captured (emails, blog entries)	
Conduct	Conduct or behavioral data	
Demographics	Date of Birth	✓
	Place of Birth	
	Gender	✓
	Ethnicity or race	✓
	Language information (native, or primary language spoken by student)	✓
	Other demographic information-Please specify:	
Enrollment	Student school enrollment	✓
	Student grade level	✓
	Homeroom	
	Guidance counselor	
	Specific curriculum programs	
	Year of graduation	
	Other enrollment information-Please specify:	
Parent/Guardian Contact Information	Address	
	Email	

Category of Data	Elements	Check if Used by Your System
	Phone	☐
Parent/Guardian ID	Parent ID number (created to link parents to students)	☐
Parent/Guardian Name	First and/or Last	☐
Schedule	Student scheduled courses	☐
	Teacher names	✓
Special Indicator	English language learner information	✓
	Low income status	✓
	Medical alerts/ health data	☐
	Student disability information	☐
	Specialized education services (IEP or 504)	✓
	Living situations (homeless/foster care)	☐
	Other indicator information-Please specify: Migrant Status	✓
Student Contact Information	Address	☐
	Email	☐
	Phone	☐
Student Identifiers	Local (School district) ID number	✓
	State ID number	✓
	Provider/App assigned student ID number 4//2023	✓
	Student app username	✓
	Student app passwords	✓
Student Name	First and/or Last	✓
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	☐
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	☐
Student Survey Responses	Student responses to surveys or questionnaires	☐
Student work	Student generated content; writing, pictures, etc.	☐
	Other student work data -Please specify:	☐
Transcript	Student course grades	☐
	Student course data	☐

Category of Data	Elements	Check if Used by Your System
	Student course grades/ performance scores	☐
	Other transcript data - Please specify:	☐
Transportation	Student bus assignment	☐
	Student pick up and/or drop off location	☐
	Student bus card ID number	☐
	Other transportation data – Please specify:	☐
Other	Please list each additional data element used, stored, or collected by your application:	☐
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	☐

Curriculum Associates®

Prepared For:
Tara Bickford
Alum Rock Union SD
2930 Gay Ave,
San Jose, CA 95127

Budgeting Quote - final quantities needed prior to purchase order

4/17/2024

Dear Tara Bickford,

Thank you for requesting a price quote from Curriculum Associates. The chart below provides a summary of the products and i-Ready Partner Services included. If you have any questions or would like any changes, please contact us.

Implementation Starting: 2024-2025 Quote ID: 345201.9 Quote Valid through: 12/31/2024

Product	List Price	Net Price
i-Ready	$357,833.50	$322,156.48
Toolbox	$123,540.00	$105,009.00
Professional Learning	$162,800.00	$162,800.00
i-Ready Partners Services	$42,000.00	$0.00

i-Ready Partners Services Includes:

- *Initial Implementation Services: Provisioning, Initial Rostering, Hosting, Technology Assessment*
- *Implementation Management: Partner Success Manager You Know On A First Name Basis, Implementation Guidance, Realtime Achievement Data After Every Assessment, Ongoing Data Management*
- *Staff Development Consultation and Resources: Consultative services to help you plan and make the most of Professional Learning sessions; Access to Online Educator Learning (OEL) Digital Courses, and i-Ready Central Self-Service Resources*
- *Technical Support: Proactive Network Monitoring & Issue Notification, Annual Health Check, Technical Support*

List Total:	$686,173.50
Savings:	$96,208.02
Shipping/Tax/Other:	$0.00
Total:	$589,965.48

Thank you again for your interest in Curriculum Associates.

Sincerely

Kenzi Murray
(206) 580-9440
kmurray@cainc.com

This quote is for budgeting/estimate purposes only - cannot be used to purchase

Curriculum Associates®

Quote ID: 345201.9 Date: 4/17/2024 Quote Valid through: 12/31/2024

Prepared For:
Tara Bickford
Alum Rock Union SD
2930 Gay Ave,
San Jose, CA 95127
tara.bickford@arusd.org
(408) 928-6565

Your Representative:
Kenzi Murray
(206) 580-9440
kmurray@cainc.com

Budgeting Quote - final quantities needed prior to purchase order

A J Dorsa ES 1290 Bal Harbor Way, San Jose, CA 95122

Total Building Enrollment: 304, Grade Range: K - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math and Reading Site License 201-350 Students 1 Year	Multiple	15002.0	1	$14,110.00	$12,699.00	$12,699.00
i-Ready Learning Teacher Toolbox Access Math and Reading + Writing Per Site 201-350 students 1 Year	Multiple	28424.0	1	$4,720.00	$4,012.00	$4,012.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	$2,000.00	$0.00	$0.00

Subtotal:	$16,711.00
Shipping:	$0.00
Tax:	$0.00
School Subtotal:	$16,711.00

Adelante Dual Language Academy 2999 Ridgemont Dr P1, San Jose, CA 95127

Total Building Enrollment: 491, Grade Range: K - 8

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math and Reading Site License 351-500 Students 1 Year	Multiple	15003.0	1	$20,050.00	$18,045.00	$18,045.00
i-Ready Learning Teacher Toolbox Access Math and Reading + Writing Per Site 351-500 students 1 Year	Multiple	28425.0	1	$7,100.00	$6,035.00	$6,035.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	$2,000.00	$0.00	$0.00

Subtotal:	$24,080.00
Shipping:	$0.00
Tax:	$0.00
School Subtotal:	$24,080.00

Adelante II Dual Lrng Academy 1970 Cinderella Ln, San Jose, CA 95116

Total Building Enrollment: 252, Grade Range: PK - 8

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math and Reading Site License 201-350 Students 1 Year	Multiple	15002.0	1	$14,110.00	$12,699.00	$12,699.00
i-Ready Learning Teacher Toolbox Access Math and Reading + Writing Per Site 201-350 students 1 Year	Multiple	28424.0	1	$4,720.00	$4,012.00	$4,012.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	$2,000.00	$0.00	$0.00

Subtotal:	$16,711.00
Shipping:	$0.00
Tax:	$0.00
School Subtotal:	$16,711.00

Aptitude Cmty Academy 2475 Van Winkle Ln, San Jose, CA 95116

Total Building Enrollment: 430, Grade Range: K - 8

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math and Reading Site License 351-500 Students 1 Year	Multiple	15003.0	1	$20,050.00	$18,045.00	$18,045.00
i-Ready Learning Teacher Toolbox Access Math and Reading + Writing Per Site 351-500 students 1 Year	Multiple	28425.0	1	$7,100.00	$6,035.00	$6,035.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	$2,000.00	$0.00	$0.00

Subtotal:	$24,080.00
Shipping:	$0.00
Tax:	$0.00
School Subtotal:	$24,080.00

Ben Painter ES 500 Rough And Ready Rd, San Jose, CA 95133

Total Building Enrollment: 296, Grade Range: K - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math and Reading Site License 201-350 Students 1 Year	Multiple	15002.0	1	$14,110.00	$12,699.00	$12,699.00
i-Ready Learning Teacher Toolbox Access Math and Reading + Writing Per Site 201-350 students 1 Year	Multiple	28424.0	1	$4,720.00	$4,012.00	$4,012.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	$2,000.00	$0.00	$0.00

Subtotal:	$16,711.00
Shipping:	$0.00
Tax:	$0.00
School Subtotal:	$16,711.00

Cesar Chavez ES 2000 Kammerer Ave, San Jose, CA 95116

Total Building Enrollment: 31, Grade Range: PK - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math Per Student License 1 Year	Multiple	13087.0	31	$34.25	$32.54	$1,008.74
i-Ready Learning Teacher Toolbox Access Math and Reading Per Student 1 Year	Multiple	16060.0	31	$20.00	$17.00	$527.00
i-Ready Assessment and Personalized Instruction Reading Per Student License 1 Year	Multiple	13089.0	31	$34.25	$32.54	$1,008.74

Subtotal:	$2,544.48
Shipping:	$0.00
Tax:	$0.00
School Subtotal:	$2,544.48

Donald J Meyer ES 1824 Daytona Dr, San Jose, CA 95122

Total Building Enrollment: 275, Grade Range: K - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math and Reading Site License 201-350 Students 1 Year	Multiple	15002.0	1	$14,110.00	$12,699.00	$12,699.00
i-Ready Learning Teacher Toolbox Access Math and Reading + Writing Per Site 201-350 students 1 Year	Multiple	28424.0	1	$4,720.00	$4,012.00	$4,012.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	$2,000.00	$0.00	$0.00

Subtotal:	$16,711.00
Shipping:	$0.00
Tax:	$0.00
School Subtotal:	$16,711.00

Horace Cureton ES 3720 E Hills Dr, San Jose, CA 95127

Total Building Enrollment: 267, Grade Range: K - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math and Reading Site License 201-350 Students 1 Year	Multiple	15002.0	1	$14,110.00	$12,699.00	$12,699.00
i-Ready Learning Teacher Toolbox Access Math and Reading + Writing Per Site 201-350 students 1 Year	Multiple	28424.0	1	$4,720.00	$4,012.00	$4,012.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	$2,000.00	$0.00	$0.00

Subtotal:	$16,711.00
Shipping:	$0.00
Tax:	$0.00
School Subtotal:	$16,711.00

Hubbard ES 1680 Foley Ave, San Jose, CA 95122

Total Building Enrollment: 449, Grade Range: K - 8

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math and Reading Site License 351-500 Students 1 Year	Multiple	15003.0	1	$20,050.00	$18,045.00	$18,045.00
i-Ready Learning Teacher Toolbox Access Math and Reading + Writing Per Site 351-500 students 1 Year	Multiple	28425.0	1	$7,100.00	$6,035.00	$6,035.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	$2,000.00	$0.00	$0.00

Subtotal:	$24,080.00
Shipping:	$0.00
Tax:	$0.00
School Subtotal:	$24,080.00

Joseph George MS 277 Mahoney Dr, San Jose, CA 95127

Total Building Enrollment: 390, Grade Range: 6 - 8

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math and Reading Site License 351-500 Students 1 Year	Multiple	15003.0	1	$20,050.00	$18,045.00	$18,045.00
i-Ready Learning Teacher Toolbox Access Math and Reading + Writing Per Site 351-500 students 1 Year	Multiple	28425.0	1	$7,100.00	$6,035.00	$6,035.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	$2,000.00	$0.00	$0.00

Subtotal:	$24,080.00
Shipping:	$0.00
Tax:	$0.00
School Subtotal:	$24,080.00

Linda Vista ES 100 Kirk Ave, San Jose, CA 95127

Total Building Enrollment: 450, Grade Range: K - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math and Reading Site License 351-500 Students 1 Year	Multiple	15003.0	1	$20,050.00	$18,045.00	$18,045.00
i-Ready Learning Teacher Toolbox Access Math and Reading + Writing Per Site 351-500 students 1 Year	Multiple	28425.0	1	$7,100.00	$6,035.00	$6,035.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	$2,000.00	$0.00	$0.00

Subtotal:	$24,080.00
Shipping:	$0.00
Tax:	$0.00
School Subtotal:	$24,080.00

Lucha School 1711 E San Antonio St, San Jose, CA 95116

Total Building Enrollment: 261, Grade Range: K - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math and Reading Site License 201-350 Students 1 Year	Multiple	15002.0	1	$14,110.00	$12,699.00	$12,699.00
i-Ready Learning Teacher Toolbox Access Math and Reading + Writing Per Site 201-350 students 1 Year	Multiple	28424.0	1	$4,720.00	$4,012.00	$4,012.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	$2,000.00	$0.00	$0.00

Subtotal:	$16,711.00
Shipping:	$0.00
Tax:	$0.00
School Subtotal:	$16,711.00

Lyndale ES 13901 Nordyke Dr, San Jose, CA 95127

Total Building Enrollment: 301, Grade Range: K - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math and Reading Site License 201-350 Students 1 Year	Multiple	15002.0	1	$14,110.00	$12,699.00	$12,699.00
i-Ready Learning Teacher Toolbox Access Math and Reading + Writing Per Site 201-350 students 1 Year	Multiple	28424.0	1	$4,720.00	$4,012.00	$4,012.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	$2,000.00	$0.00	$0.00

Subtotal:	$16,711.00
Shipping:	$0.00
Tax:	$0.00
School Subtotal:	$16,711.00

Millard McCollam ES 3311 Lucian Ave, San Jose, CA 95127

Total Building Enrollment: 411, Grade Range: K - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math and Reading Site License 351-500 Students 1 Year	Multiple	15003.0	1	$20,050.00	$18,045.00	$18,045.00
i-Ready Learning Teacher Toolbox Access Math and Reading + Writing Per Site 351-500 students 1 Year	Multiple	28425.0	1	$7,100.00	$6,035.00	$6,035.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	$2,000.00	$0.00	$0.00

Subtotal:	$24,080.00
Shipping:	$0.00
Tax:	$0.00
School Subtotal:	$24,080.00

Ocala Steam Academy 2800 Ocala Ave, San Jose, CA 95148

Total Building Enrollment: 381, Grade Range: 6 - 8

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math and Reading Site License 351-500 Students 1 Year	Multiple	15003.0	1	$20,050.00	$18,045.00	$18,045.00
i-Ready Learning Teacher Toolbox Access Math and Reading + Writing Per Site 351-500 students 1 Year	Multiple	28425.0	1	$7,100.00	$6,035.00	$6,035.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	$2,000.00	$0.00	$0.00

Subtotal:	$24,080.00
Shipping:	$0.00
Tax:	$0.00
School Subtotal:	$24,080.00

Renaissance Academy at Fisher 1720 Hopkins Dr, San Jose, CA 95122

Total Building Enrollment: 294, Grade Range: 6 - 8

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math and Reading Site License 201-350 Students 1 Year	Multiple	15002.0	1	$14,110.00	$12,699.00	$12,699.00
i-Ready Learning Teacher Toolbox Access Math and Reading + Writing Per Site 201-350 students 1 Year	Multiple	28424.0	1	$4,720.00	$4,012.00	$4,012.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	$2,000.00	$0.00	$0.00

Subtotal:	$16,711.00
Shipping:	$0.00
Tax:	$0.00
School Subtotal:	$16,711.00

Renaissance Academy-Mathson 2050 Kammerer Ave, San Jose, CA 95116

Total Building Enrollment: 276, Grade Range: 6 - 8

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math and Reading Site License 201-350 Students 1 Year	Multiple	15002.0	1	$14,110.00	$12,699.00	$12,699.00
i-Ready Learning Teacher Toolbox Access Math and Reading + Writing Per Site 201-350 students 1 Year	Multiple	28424.0	1	$4,720.00	$4,012.00	$4,012.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	$2,000.00	$0.00	$0.00

Subtotal:	$16,711.00
Shipping:	$0.00
Tax:	$0.00
School Subtotal:	$16,711.00

Russo-McEntee Academy 2851 Gay Ave, San Jose, CA 95127

Total Building Enrollment: 365, Grade Range: K - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math and Reading Site License 351-500 Students 1 Year	Multiple	15003.0	1	$20,050.00	$18,045.00	$18,045.00
i-Ready Learning Teacher Toolbox Access Math and Reading + Writing Per Site 351-500 students 1 Year	Multiple	28425.0	1	$7,100.00	$6,035.00	$6,035.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	$2,000.00	$0.00	$0.00

Subtotal:	$24,080.00
Shipping:	$0.00
Tax:	$0.00
School Subtotal:	$24,080.00

San Antonio ES 1721 E San Antonio St, San Jose, CA 95116

Total Building Enrollment: 355, Grade Range: K - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math and Reading Site License 351-500 Students 1 Year	Multiple	15003.0	1	$20,050.00	$18,045.00	$18,045.00
i-Ready Learning Teacher Toolbox Access Math and Reading + Writing Per Site 351-500 students 1 Year	Multiple	28425.0	1	$7,100.00	$6,035.00	$6,035.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	$2,000.00	$0.00	$0.00

Subtotal:	$24,080.00
Shipping:	$0.00
Tax:	$0.00
School Subtotal:	$24,080.00

Sylvia Cassell ES 1300 Tallahassee Dr, San Jose, CA 95122

Total Building Enrollment: 267, Grade Range: K - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math and Reading Site License 201-350 Students 1 Year	Multiple	15002.0	1	$14,110.00	$12,699.00	$12,699.00
i-Ready Learning Teacher Toolbox Access Math and Reading + Writing Per Site 201-350 students 1 Year	Multiple	28424.0	1	$4,720.00	$4,012.00	$4,012.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	$2,000.00	$0.00	$0.00

Subtotal:	$16,711.00
Shipping:	$0.00
Tax:	$0.00
School Subtotal:	$16,711.00

Thomas P Ryan Steam Academy 1241 McGinness Ave, San Jose, CA 95127

Total Building Enrollment: 275, Grade Range: K - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math and Reading Site License 201-350 Students 1 Year	Multiple	15002.0	1	$14,110.00	$12,699.00	$12,699.00
i-Ready Learning Teacher Toolbox Access Math and Reading + Writing Per Site 201-350 students 1 Year	Multiple	28424.0	1	$4,720.00	$4,012.00	$4,012.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	$2,000.00	$0.00	$0.00

Subtotal:	$16,711.00
Shipping:	$0.00
Tax:	$0.00
School Subtotal:	$16,711.00

William L Sheppard MS 480 Rough And Ready Rd, San Jose, CA 95133

Total Building Enrollment: 492, Grade Range: 6 - 8

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math and Reading Site License 351-500 Students 1 Year	Multiple	15003.0	1	$20,050.00	$18,045.00	$18,045.00
i-Ready Learning Teacher Toolbox Access Math and Reading + Writing Per Site 351-500 students 1 Year	Multiple	28425.0	1	$7,100.00	$6,035.00	$6,035.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	$2,000.00	$0.00	$0.00

Subtotal:	$24,080.00
Shipping:	$0.00
Tax:	$0.00
School Subtotal:	$24,080.00

Alum Rock Union SD 2930 Gay Ave, San Jose, CA 95127

Total Building Enrollment: 9210, Grade Range: PK - 8

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Professional Learning Add On Leadership Session AY 24-25	Multiple	38630.0	2	$0.00	$0.00	$0.00
Professional Learning Session (up to 6 hours) AY 24-25	Multiple	38557.0	74	$2,200.00	$2,200.00	$162,800.00

Subtotal:	$162,800.00
Shipping:	$0.00
Tax:	$0.00
School Subtotal:	$162,800.00

Total

List Total:	$686,173.50
Savings:	$96,208.02
Merchandise Total:	$589,965.48
Voucher/Credit:	$0.00
Estimated Tax:	$0.00
Estimated Shipping:	$0.00
Total:	**$589,965.48**

Special Notes

15% i-Ready Partnership Discount applied to Toolbox contingent upon purchase of i-Ready. 10% discount applied to i-Ready site licenses and 5% discount applied to i-Ready per-student licenses based on scope of quote. For budgeting purposes only, final quote needed with updated quantities. All i-Ready purchases require professional development.

F.O.B.: N. Billerica, MA 01862
Shipping: Shipping based on MDSE total
Terms: Net 30 days, pending credit approval
Fed. ID: #26-3954988

This quote is for budgeting/estimate purposes only - cannot be used to purchase

Y23

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11.08

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: April 20, 2024

Subject: **Approve the Use of Piggyback Bid Contract #2122-SCII-01 and any Applicable Contract Extension(s), along with Authorizing the District to Enter into Contract with Model 1 Commercial Vehicles Formerly Creative Bus Sales for Purchase for Two (2) Type A Magellan W/C School Buses in the Amount of $259,244.66.**

Staff Analysis: Per Public Contract Code, 20118, the Governing Board of any school district without advertising for bids may piggyback for the purchase of material and personal property if it is in the best interest of the District.

Model 1 Commercial Vehicles (Creative Bus Sales) has been a partner in good standing with ARUSD for over 18 years. They have been reliable in providing parts and materials at affordable prices. The purchase of two (2) gasoline Magellan school buses by Collins Chevy would help by allowing the District to transport our students in new safer school buses and would also allow us to remove 2 of our older buses out of regular rotation on routes.

Recommendation: Staff recommends the Board of Trustees approve the use of piggyback bid contract #2122-SCII-01 and enter into contract with Model 1 Commercial Vehicles formerly Creative Bus Sales for purchase of two (2) Type A Magellan W/C school buses in the amount of $259,244.66 as presented.

Prepared by: La Toya Lee Title: Transportation Manager

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

To the Board of Trustees: Meeting: May 9, 2024
Regular Board Meeting

Recommend Approval

11.08
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 FOR SERVICES

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

FROM: Transportation (School/Dept.) VENDOR NO. 21038

Submitted by: La Toya Lee

☑ **Independent Contract** ☐ **MOU**

☐ Master Contract

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

Name of Individual/Company: Model 1 Commercial Vehicles

Address: 14740 Ramona Ave. City: Chino State: CA Zip: 91710

Phone: (909) 465-5528 Email Address: JHahalek@Model1.com

SSN: _____ or Fed I.D. #: 33-0388707

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on April 15, 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").

Purchase of two (2) Magellan Type A W/C school buses by Collins on a Chevrolet 4500 Chassis from Model 1 Commercial Vehicles

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:** $259,244.66 (describe rate agreement) purchase two (2) Magellan Type A W/C School Buses

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
060	7422	0	6400	00	1110	3600	000000	470	7389		YD 5/1/24

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

MODEL1

Quote to purchase REV model Magellan School Bus

Capacity: Up to 25

February 1, 2024

Line	Price Calculations	Bid Option Reference #	Per Bus	2 Buses
Bid price based on the South County Support Services Agency Bid #2122-SC11-01(A)			$91,750.00	
	2022-2023 Bid #2122-SC11-01 Escalator		$27,606.00	
	2023-2024 Bid #2122-SC11-01 Escalator		$4,587.50	
	Additional Approved Options...			
1	Change to Chevy Chassis	8	($1,200.00)	
2	Add integrated child seat (two @$375 per seat)	26	$750.00	
3	Upgrade to 1000-lb wheelchair lift	40	$1,500.00	
	Discount		-$5,000.00	
	Sub-total		**$119,993.50**	$239,987.00
	Add sales tax	**9.375%**	**$9,472.83**	$18,945.66
	Total		**$129,466.33**	$258,932.66
	DMV Fee		**$33.00**	$66.00
	CA Tire Fee		**$10.50**	$21.00
	Invoice Amount		**$129,509.83**	**$259,019.66**
	Delivery Date		60 days after PO	60 days after PO

*** Adjusted for non-taxable special needs equipment**

Wheelchair lift, lift door and lift accessories	$6,700.00
Wheelchair stations (three @ $950.00 each)	$4,750.00
A/C System	$7,500.00
Total non-taxable items	$18,950.00

Municipal lease option with $1 buyout: (Estimated Budget Numbers: Formal quote will be emailed separately with applicable market rates)	**$129,509.83**	**$259,019.66**
Three Year Option (annual payments) 4.19%	$44,952.86	$89,905.72
Five Year Option (annual payments) 4.28%	$28,116.58	$56,233.16
Seven Year Option (annual payments) 4.34%	$20,941.74	$41,883.48

MODEL 1

Model 1 Commercial Vehicles, Inc.
14740 Ramona Ave
Chino, CA 91710

Phone: (909) 203-4800
Fax: (909) 465-5529
model1.com

BUYER'S ORDER CONTRACT

Date:	February 1, 2024	**Unit #(s):**	TBD
Customer Name:	Alum Rock Unified Elementary School District		
Contact:	LaToya Lee	**Phone:**	408-928-6976
Address:	2930 Gay Ave	**Fax:**	
City, State, Zip:	San Jose, CA 95127	**E-Mail:**	latoya.lee@arusd.org
Customer ID:		**Salesperson:**	Greg Bombard
Ship To Address:	Attn: LaToya Lee - Alum Rock Unified Elementary School District - 2930 Gay Ave		
Ship To Address Cont'd:	San Jose, CA 95127		
Ship To Phone:	408-928-6976	**Ship To Email:**	latoya.lee@arusd.org
Finance Source:		**Contact:**	
Address:		**Phone:**	
City, State, Zip:		**County:**	
Description of Vehicle:	REV model Magellan School Bus. Piggyback Bid #2122-SC11-01-A		
VIN #:			
Engine Type:	Gas	**FOB Terms:**	Shipping
Number of Passengers:	25	**Wheelchair Positions:**	5
Estimated Delivery Date:	60 days after PO	**Payment Terms:**	Net 30

		Unit Price	$	123,208.50
		Delivery	$	-
Possession State:	**CA**	Incentive (Non-Taxable)	$	(2,100.00)
		Rebates (Taxable)	$	(1,200.00)
		Doc Prep Fee (Taxable)	$	85.00
		Base Selling Price	**$**	**119,993.50**
		ADA Amount (Non Taxable)	$	18,950.00
		Total Taxable Amount	$	102,243.50
		***Sales Tax** (Estimated)*	**$**	**9,585.33**
9.375%	**CA - San Jose**		$	-
			$	-
			$	-
		DMV Fees* (Estimated)	$	-
		DMV Electronic Filing Fee	$	33.00
		Tire Fee	$	10.50
		Fees Sub-Total	**$**	**43.50**
		Total Price Per Unit	**$**	**129,622.33**
		Quantity		2
		Contract Total	**$**	**259,244.66**
		0.00		
		Customer Net Trade	$	-
		Customer Deposit	$	-
			$	-
		Balance Due	**$**	**259,244.66**

Notes:
*** The tax and fees reflected on this agreement are based on the regulations applicable at the time of drafting this contract. The actual amounts due will be based on the regulations applicable at the time title for each vehicle transfer.**
Sales tax estimate is calculated based on the location in which the customer registers the vehicle.
All rebates and incentives will be signed over to Model 1 Commercial Vehicles, Inc.
California State Tire Fee of $1.75 per tire applies to all new vehicle purchase or leases.

Remit To: PO Box 713176, Chicago, IL 60677-0376

Terms and Conditions:

1. DEALER MAKES NO GUARANTEE OR WARRANTY, EXPRESS OR IMPLIED. This Vehicle is sold by Dealer "AS-IS" with no Dealer guarantee or warranty, implied or express. Dealer does not affirm or adopt any manufacturer warranties available to this Vehicle or any of its components. **DEALER HEREBY DISCLAIMS AND EXCLUDES FROM THIS SALE ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS. CUSTOMER ACKNOWLEDGES THIS DISCLAIMER IS MADE IN CAPITALIZED, BOLD AND UNDERLINED FONT AND IS "CONSPICUOUS."** Customer understands Dealer does not warrant the year of this Vehicle, the year of the chassis, or the year of any of its component parts, and that the manufacturer(s) of the Vehicle chassis or component is solely responsible for the year assigned to this Vehicle to the extent its year is referenced in the Agreement. If Customer is purchasing a "new" Vehicle as indicated above, Customer acknowledges that "new" means only that the Vehicle has not been previously titled although the Vehicle may have been used in a demo or a show; new does not create any warranty or expectation of value or performance. Customer understands and agrees that if either of Customer or Dealer should breach this Agreement or if Customer institutes any claim arising out of contract or the purchase of the Vehicle, the statute of limitation for any such claim is limited to one (1) year from the date of sale.

2. DEPOSIT. If indicated above, Customer Deposit is due at the time of signing this order contract. The balance due indicated above is due before vehicle(s) will be released to the Customer. If the vehicle(s) is not accepted by the Customer, the vehicle will be available for sale to other customers. The vehicle(s) will not be titled to the Customer until the contract total indicated above plus any interest charges indicated herein are paid in full. There is no "cooling off" or other cancellation period for vehicle sales. Therefore, you cannot later cancel this contract without the agreement of the Dealership, or for legal cause.

3. DEALER NOT AGENT OF MANUFACTURER. Dealer is not the agent of the manufacturer. Dealer is not responsible for changes by the manufacturer in the price, available rebate, design or accessories of specially ordered vehicles. If Dealer's price increases on a specially ordered vehicle, or if a rebate to be received by Dealer is reduced or eliminated, the Customer's price will be increased by a like amount. If Customer is dissatisfied with the increase, Customer may cancel this order and Customer's deposit and trade-in or the actual cash value of the trade-in, if sold, minus any loan, will be refunded. Customer understands that manufacturer may, from time to time, change the model, design, or other elements, including the parts and accessories, in the vehicle and at any time a manufacturer makes such changes, neither Dealer nor manufacturer are obligated to make the same changes to Customer's vehicle, even if such changes are made prior to delivery of the vehicle.

4. DELAYS. Customer will not hold Dealer liable for any delay caused by the vehicle or any component part manufacturer, accidents, strikes, fires, Acts of God, or any other cause beyond Dealer's control.

5. CUSTOMER'S INSPECTION AND ACCEPTANCE OF VEHICLE. Customer understands that damage may have occurred to the vehicle at the manufacturer(s)' factory, during transport to Dealer, or while in Dealer's possession, on Dealer's premises, or at a show or promotional event. Customer acknowledges that such damage to the vehicle, if any occurred, is typically corrected by the factory or repaired by the Dealer prior to delivery. Upon taking delivery of the vehicle, Customer acknowledges: (i) having received ample opportunity for, and actually inspecting the vehicle as fully as Customer desires and (ii) utilizing and relying solely upon Customer's own judgment to inspect and determine that the vehicle is of adequate quality, merchantable, and otherwise fit for the purposes intended by Customer such that Customer accepts the vehicle in its condition as of the date Customer signs the front page of this Agreement. Customer further acknowledges that Customer did not make Dealer aware, and that Dealer was unaware, implicitly or expressly, of any particular purpose intended by Customer for the Vehicle. Consequently, Customer has not relied upon Dealer's skill or judgment in the selection or delivery of the vehicle. Customer acknowledges that Dealer has not made any representation regarding the vehicle's condition, history, status, prior usage, quality of or regularity of care or servicing, nor the existence of prior damage and/or repair of damage except as required by law.

6. IF NOT A CASH TRANSACTION. **IF YOU ARE FINANCING THIS VEHICLE, PLEASE READ THIS NOTICE: YOU ARE PROPOSING TO ENTER INTO A RETAIL INSTALLMENT SALES CONTRACT WITH THE DEALER. PART OF YOUR CONTRACT INVOLVES FINANCING THE PURCHASE OF YOUR VEHICLE. IF YOU ARE FINANCING THIS VEHICLE AND THE DEALER INTENDS TO TRANSFER YOUR FINANCING TO A FINANCE PROVIDER SUCH AS A BANK, CREDIT UNION OR OTHER LENDER, YOUR VEHICLE PURCHASE DEPENDS ON THE FINANCE PROVIDER'S APPROVAL OF YOUR PROPOSED RETAIL INSTALLMENT SALES CONTRACT. IF YOUR RETAIL INSTALLMENT SALES CONTRACT IS APPROVED WITHOUT A CHANGE THAT INCREASES THE COST OR RISK TO YOU OR THE DEALER, YOUR PURCHASE CANNOT BE CANCELLED. IF YOUR RETAIL INSTALLMENT SALES CONTRACT IS NOT APPROVED, THE DEALER WILL NOTIFY YOU VERBALLY OR IN WRITING. YOU CAN THEN DECIDE TO PAY FOR THE VEHICLE IN SOME OTHER WAY OR YOU OR THE DEALER CAN CANCEL YOUR PURCHASE. IF THE SALE IS CANCELLED, YOU NEED TO RETURN THE VEHICLE TO THE DEALER WITHIN 24 HOURS OF VERBAL OR WRITTEN NOTICE IN THE SAME CONDITION IT WAS GIVEN TO YOU, EXCEPT FOR NORMAL WEAR AND TEAR. ANY DOWN PAYMENT OR TRADE-IN YOU GAVE THE DEALER WILL BE RETURNED TO YOU. IF YOU DO NOT RETURN THE VEHICLE WITHIN 24 HOURS OF VERBAL OR WRITTEN NOTICE OF CANCELLATION, THE DEALER MAY LOCATE THE VEHICLE AND TAKE IT BACK WITHOUT FURTHER NOTICE TO YOU AS LONG AS THE DEALER FOLLOWS THE LAW AND DOES NOT CAUSE A BREACH OF THE PEACE WHEN TAKING THE VEHICLE BACK.**

7. TITLE; ODOMETER STATEMENT. Title to the Vehicle will remain with Dealer until the agreed upon purchase price is paid in full in cash or Customer has signed a retail installment contract and it has been accepted by a bank or finance company, at which time title shall pass to Customer even though the actual delivery of the Vehicle may be made at a later date. Customer agrees that no statement has been made as to the number of miles on any new, used, or demo vehicles, except as set forth in the odometer mileage statement as provided by the Federal Odometer Law and on the face of this Agreement as required under state law which does not constitute a warranty, express or implied, or a contractual term of this Agreement as required under state law which does not constitute a warranty, express or implied, or a contractual team of this Agreement. Customer acknowledges receipt of such Federal Odometer Statement.

8. TRADE-IN. If Customer is trading in a vehicle, Customer will give Dealer the original bill of sale or the title to the trade-in. Customer promises that any trade-in which Customer gives in this purchase transaction is owned by Customer free of any lien or other claim except as noted on the other side of this Agreement. Customer promises that all taxes of every kind levied against the trade-in have been fully paid. If any government agency makes a levy or claims a tax lien or demand against the trade-in, Dealer may, at Dealer's option, either pay it and Customer will reimburse Dealer on demand, or Dealer may add that amount to this Agreement as if it had been originally included. Any trade-in delivered by Customer to Dealer in connection with this Agreement shall be accompanied by documents sufficient to enable the Dealer to obtain a title to the trade-in in accordance with applicable state law. Customer warrants that the trade-in is or will be properly titled to Customer and/or Customer has the right to sell or otherwise convey the trade-in and the trade-in has never been a salvaged, reconditioned or rebuilt, flooded or a lemon buyback, and the trade-in is free and clear of all liens or encumbrances except as may be noted on the front of this Agreement.

9. REAPPRAISAL OF TRADE-IN. If Customer's initial trade-in value is determined by anything other than a physical appraisal by Dealer, Dealer may later reappraise and amend the value of the trade-in allowance at such time Dealer has the opportunity to perform a physical appraisal of the trade-in. This physical appraisal will then determine the actual trade-in allowance provided on the front side of this Agreement.

10. FAILURE TO COMPLETE PURCHASE. Customer agrees to pay the balance owed on the terms and accept delivery of the Vehicle within forty-eight (48) hours after being notified that the Vehicle is ready for delivery. Failure to timely accept delivery by Customer shall give Dealer the right to dispose of any trade-in, trading any cash consideration received as a deposit and retaining the same, and at Dealer's option, the right to retain any deposit and pursue any other remedy available under the law to adequately compensate Dealer's incidental and consequential damages and all other damages, costs, expenses, or losses incurred by Dealer because Customer failed to complete this purchase. If Dealer paid any negative equity balance on the trade-in, Customer shall pay to Dealer the amount paid on Customer's behalf. If Dealer brings an action or involves an attorney to enforce the terms of this section, Customer agrees to pay Dealer's reasonable attorneys' fees, court costs, and other expenses incurred in pursuing such action.

11. EXCLUSION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES. Incidental and consequential damages arising out of the sale, use, servicing and/or quality of this Vehicle, including, but not limited to, any loss of use, loss of time, inconvenience, aggravation, loss of wages/earnings/income, fuel/transportation expenses, hotel/motel costs, insurance, storage, rental or replacement, altered or cancelled trips/vacations, the cost of any food/meals and any other incidental and consequential damages are specifically excluded and Dealer specifically disclaims liability for any such incidental and/or consequential damages. Customer acknowledges that Customer shall not seek or recover such incidental or consequential damages from Dealer. Customer acknowledges this disclaimer of incidental and consequential damages is independent of and shall survive any failure of the essential purpose of any warranty or remedy.

12. NON-DEALER WARRANTY(S) (IF APPLICABLE). Customer understands and agrees that manufacturer(s)' written warranties, if any are applicable to this Vehicle, were fully and conspicuously disclosed in writing by Dealer, by Dealer disclosing and providing any such written instruments to Customer prior to Customer signing the front side of this Agreement and Customer acknowledges having physically received such written instruments. Customer acknowledges that Dealer is not an agent of the manufacturer and that Dealer has not represented or misrepresented the terms of any applicable manufacturer(s)' written warranties because either (i) Customer has read to Customer's satisfaction the actual terms of any such written instruments, which expressly state the coverage, application period, conditions, and exclusions or (ii) Customer has voluntarily chosen not to read such warranties.

13. TAXES, INSURANCE. Customer shall be liable for all sales, use, or other taxes of a similar nature applicable to the transaction unless such payment is otherwise prohibited by law. Customer assumes responsibility to cover the Vehicle described on the front of this Agreement with necessary and proper insurance coverage and assumes all legal liability arising from the operation of the Vehicle from the time of delivery. Customer understands that Customer is not covered by insurance on the Vehicle until Customer's insurance company accepts coverage on the Vehicle. Customer agrees to hold Dealer harmless from any and all claims due to loss or damage prior to Customer's insurance company accepting coverage on the Vehicle.

14. CHOICE OF LAW AND VENUE, FEES. Any controversy, dispute or claim arising out of or relating to this Agreement or breach thereof shall be interpreted under the laws of the state in which Dealer is located and venue will be in the state and county in which Dealer is located or the applicable federal court. If Dealer brings a legal action to enforce or interpret this Agreement and prevails, Customer shall pay Dealer's reasonable attorneys' fees and costs incurred in such action. If Customer brings an action based on this Agreement and does not prevail, Customer shall pay Dealer's reasonable attorneys' fees and costs incurred in the defense of such action or any part thereof.

15. WAIVER OF JURY TRIAL; CLASS ACTIONS. Customer agrees that any controversy, dispute or claim arising out of or relating to this Agreement or breach thereof will be decided by a judge, rather than a jury. Customer further agrees in connection with this purchase to waive Customer's right to participate as a class member in any class action lawsuit that might be brought against Dealer.

16. SEVERABILITY. Customer and Dealer agree that each portion of this Agreement is such that if any term, provision or paragraph is found to be invalid, voidable, or unenforceable for any reason, such provision or paragraph may be severed and all other portions of this Agreement shall remain valid and enforceable.

17. ENTIRE AGREEMENT/NO RELIANCE. The written terms on the front and reverse side of this Contract comprise the entire agreement between Customer and Dealer, and Customer has read and understands the front and reverse side of this Agreement. No verbal, unwritten, electronic or other communication of any nature not contained in this Agreement was relied upon by Customer, became part of the basis of Customer's bargain, or is enforceable by Customer against Dealer even if alleged or determined to constitute fraud, fraudulent inducement, or fraudulent misrepresentation and no such verbal, unwritten, electronic, or other communication shall invalidate this Agreement or any written provision herein, or serve as grounds for Customer's rejection, rescission, or revocation of acceptance of this Agreement or this Vehicle, such that Customer cannot seek or obtain any statutory, legal, equitable or other relief against Dealer as a result thereof. Customer acknowledges and agrees that all discussions, negotiations, advertisements, representations, and affirmations of fact in any format, whether verbal, written, electronic or otherwise, which are not written in this Agreement, were not relied upon by Customer, are not included in this Agreement, and are not enforceable against Dealer.

Authorized Customer's Representative

Signature: _____

Name: _____

Title: _____

Date: _____

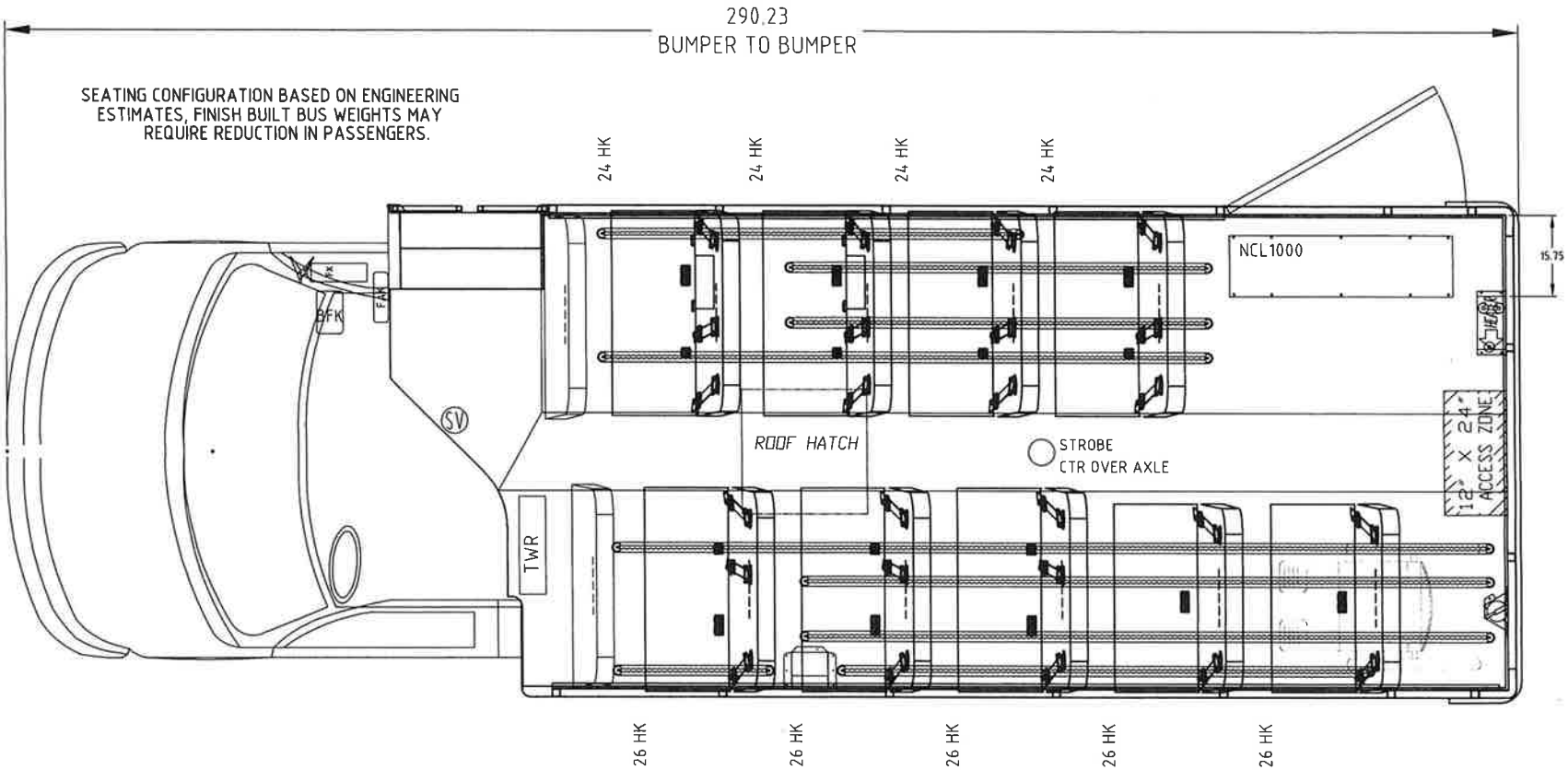
Model 1 Commercial Vehicles, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____



DE516WR

CREATIVE CA SEATING PLAN

25 Passengers

5 LH Seats
- 3 39 inch 3 POINT FLEX LH Seats
- 2 36 inch 3 POINT LH Seats

4 RH Seats
- 2 39 inch 3 POINT FLEX ICS RH Seats
- 2 39 inch 3 POINT FLEX RH Seats

LOAD 1 BELT BAGS LOOSE

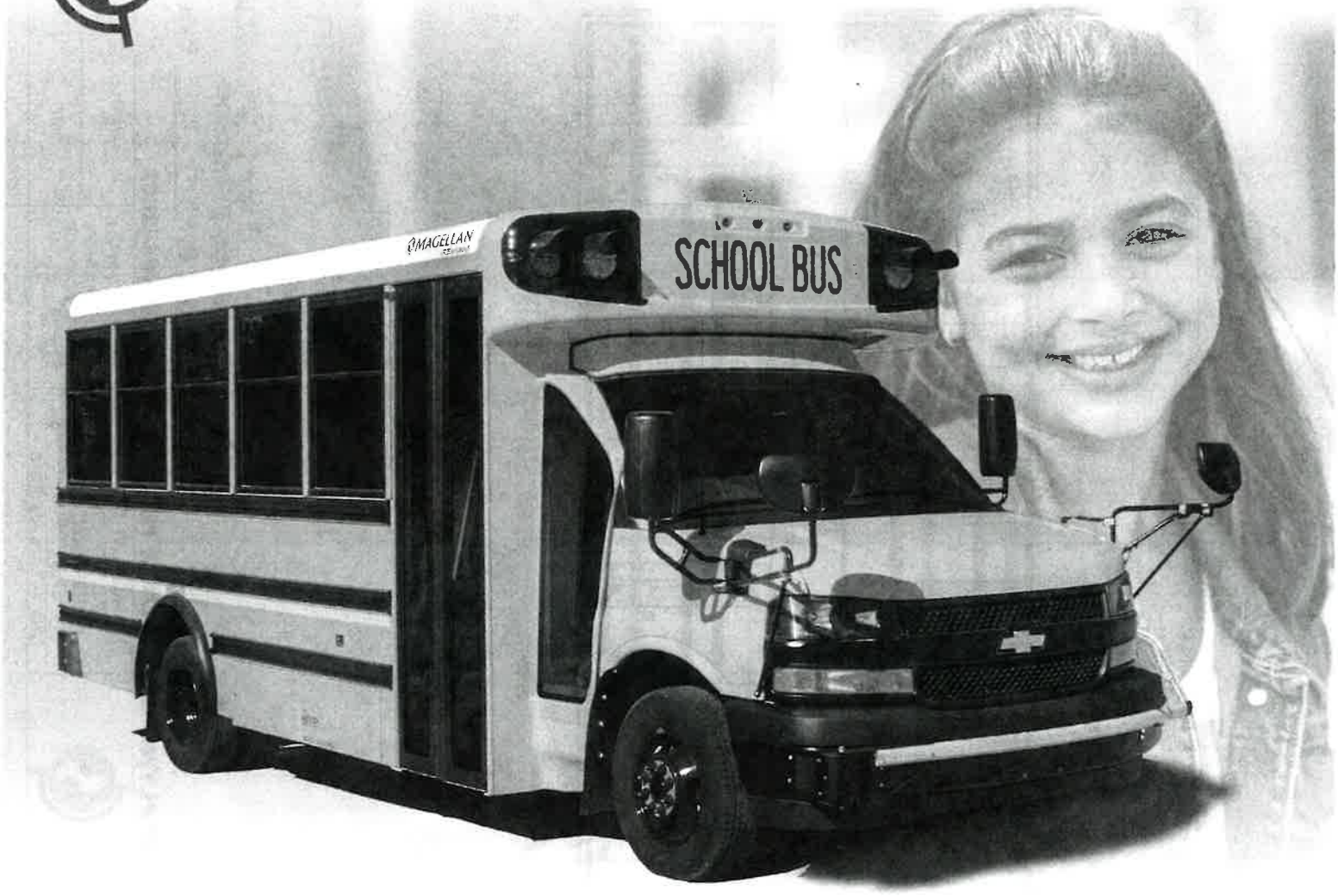
Jason Hohalek 8/28/2023

Approved By: _____ Date: _____

5/8" PLYWOOD SUBFLOOR TEMPLATE DRAWING #442662

	MAGELLAN BUS P.O. BOX 2946 HUTCHINSON, KS. 67504-2946 FORM: F-7.3.06 REVISION 0	THIS DRAWING AND ALL INFORMATION THEREON IS THE PROPERTY OF REV GROUP	DRAWN BY	RM
			DATE	08/14/23
TITLE CHEVY DE516WR SCHOOL BUS			DRAWING 06006_02DE516WR_C21C	

MAGELLAN



MAGELLAN – CHEVROLET / GM

FOR MORE THAN 50 YEARS, WE CONTINUE TO BRING THE BEST BUS DESIGNS

Introducing Magellan, a new model from Collins Bus that has been synonymous with the school bus industry for more than 50 years. After half a century of delivering Type A school buses with A+ marks for strength and safety, Magellan continues on that legacy, from the most trusted bus manufacturer across every segment – Collins Bus.

MAGELLAN FROM COLLINS BUS

Collins Bus developed the first Type A school bus in 1967, and the Magellan continues on that record of excellence ensuring we protect our most important passengers – mile after mile from home to school and back. Innovative engineering leads to a roof structure (roll over test) 5x's stronger than the national standard. With the Magellan design and lean manufacturing process, we will continue to ensure that our school buses are head of the class.



STANDARD CHASSIS EQUIPMENT		
Type	**Single-Rear Wheel**	**Dual-Rear Wheel**
Wheelbase	139"	139" / 159"
Engine	4.3L V6 (GAS) / 6.6L V8 (GAS)	
Transmission	4.3L engine is 8 speed auto w/HD Overdrive 6.6L engine is 6 speed auto w/HD overdrive	
GVWR	9,900 / 10,100	12,300 / 14,200
Fuel Tank	32 Gallon	
Brakes	4-wheel anti-lock, 4 wheel disc	
Tire	LT245 / 75R16E	
Alternator	220 AMP	
Batteries	Dual 770 CCA	

STANDARD BODY EQUIPMENT	
One-piece 1/2" Marine Grade Flooring	3-Point Seats (Required on <10,000 GVWR)
4 Amber / 4 Red Warning Lights	Bench Seats (Required on <10,000 GVWR)
4 Interior LED Dome Lights	Tinted 28"x30" or 36"x30" Split Sash
7" Stop / Tail / Turn Exterior Lights	Windows with 12" Opening
4" Stop / Tail / Turn Exterior Lights	Wrap-Around Rub Rails /Seat & Floor Level
Rearview & Cross view Mirrors	Black-Wrap Around Bumpers
One-Piece Tubular Steel Roof Bows	1.5" Batted Insulation
White Roof	High Density Isolation Pucks

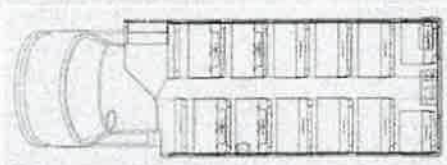
POPULAR OPTIONS

- 3 points Seats
- 5/8" Marine Grade Flooring (one-piece)
- Activity Seats
- AM/FM/Bluetooth Radio
- Back-up Alarm & Camera
- Battery / Storage Compartment
- Child Restraint Seats
- Colored Rubber Flooring
- Crossing Control Arms
- Electric DOD Door
- Electric Monitors
- Equipment Cage
- Fire Blocking Upholstery
- Interior Mirrors
- Kickout Windows
- LED Lighting Package
- PA System
- Rear Heater
- Rear In-Wall A/C
- Reverse /back-up Sensors
- Roof Escape Hatch
- Window and Seat Level Rubrails (added Strength)
- Safety Equipment
- Spare Tire
- Stainless-Steel Wheel Covers
- Static Roof Vent
- Strobe Lighting
- Track Flooring
- Vandal Lock (Emergency Door)

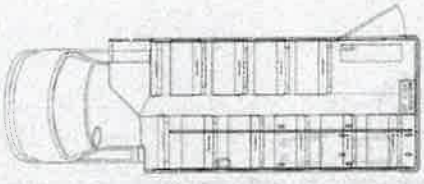
SCHOOL BUS SPECIFICATIONS	400 - Series		500 - Series
	SRW	DRW	DRW (Only)
Wheelchairs Available *	NO	YES	YES
Maximum Passenger Seating*	20*	28*	34*
Maximum Rows	up to 5	up to 5	up to 6
Elevated Floor (option)	NO	YES	YES
Interior Height (6" from side)	67" (low)	74"	74"
Interior Height (@ Center Aisle)	68" (low) / 76" (high)	77"	77"
Interior Width	78"	91"	91"
Length with Bumpers (Overall)	up to 250"	up to 258"	up to 290"
Width with no Mirrors (Overall)	83"	96"	96"
Manual Entrance Door	25" x 70" / 25" x 78"	25" x 78" / 25" x 82"	25" x 78" / 25" x 82"
Electric Entrance Door	27" x 70" / 27" x 78"	27" x 78" / 27" X 82"	27" X 78" / 27" X 82"

POPULAR FLOOR PLANS

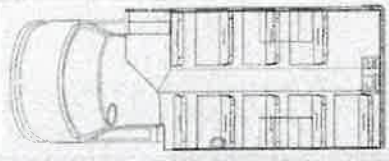
DE516
34 Passengers



DE516
24 passenger + 1 wheelchair



DH400
14 passenger



MAGELLAN® GROUP

415 West 6th Street
South Hutchinson, Kansas 67505
www.collinsbus.com

12.01

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 3, 2024**

Subject: **Glen Price Group**

Staff Analysis: Glen Price Group will 1) provide thought partnership and support for ARUSD readiness to implement community schools in the case of a grant award from CDE, 2) provide thought partnership and planning support for efforts related to the community schools strategy, such as MTSS and wellness centers, and 3) participate in community schools events (e.g., webinars, conferences) in support of ARUSD's community schools initiative.

Recommendation: **Staff recommends that the Board of Trustees approve the contract increase amount of $10,000 and extension of the contract end date to June 30, 2024 with Glen Price Group for the 2023-2024 school year. The total cost of this contract is $109,952.00.**

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

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

To the Board of Trustees:

Meeting: May 9, 2024
Regular Board Meeting

Recommend Approval

12.01
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

PURCHASE ORDER / CONTRACT ADJUSTMENT

P.O. No. _____ Contract No. CO 247083 Contract Original Amount: $99,952.00

Vendor Name: Glen Price Group Vendor No. 300729

Please check:

_____ Cancel P.O. / Contract
_____ Change Item No.: _____
X Increase Amount Line Item No.: 01
_____ Decrease Amount Line Item No.: _____
_____ Add Line No.: _____
_____ Delete Line No.: _____
_____ Change org key/object code to: _____
_____ Change Vendor No. to: _____
_____ Add Freight: $_____
_____ Add Tax: _____%
_____ Disencumber
_____ Change Order No.: _____
X Other Update term dates

CONTRACTS ONLY

Change Orders:

Contracts Original Amount	$99,952.00
Change Order #: 1	$10,000.00
Change Order #: _____	$_____
Change Order #: _____	$_____
New Contract Total (including Change Orders)	$109,952.00

Line #	FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SB-OB 00	GOAL XXXX	FCTN XXXX	CST-CTR 000000	LOC XXX	PROG XXXX	$ AMOUNT
01	060	6331	0	5815	00	1110	3110	000070 ~~000000~~	061	6331	$10,000.00
			0		00			000000			4/17/24

Reason for Adjustment: Increase CO 247083, Board approved July 20, 2023 by $10,000.00. Change term dates to 07/24/2023-06/30/2024.

School/Dept.: Social Emotional Learning Requested by: Serena Dang

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

_____ Program Manager

_____ Purchasing Manager

Date Requested: 4/2/2024 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.)

Amendment to GPG Contract CO 247083 for Community Schools Planning Support

Alum Rock Union School District (ARUSD) contracted with the Glen Price Group (GPG, vendor 300729) for community schools planning support between July 24, 2023 and March 31, 2024 (CO 247083).

This amendment extends the contract end date to June 30, 2024 and increases the total contract amount by $10,000.

Between April 1, 2024 and June 30, 2024, GPG will provide the following services:

1. Provide thought partnership and support for ARUSD readiness to implement community schools in the case of a grant award from CDE.
2. Provide thought partnership and planning support for efforts related to the community schools strategy, such as MTSS and wellness centers.
3. Participate in community schools events (e.g., webinars, conferences) in support of ARUSD's community schools initiative.

12.02

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: May 9, 2024

Subject: **Lifeline Sales Corp (DBA: Pacific Rim Produce)**

Staff Analysis: In order to continue and meet the CDE meal services for the Breakfast, Lunch, Supper, and Summer School programs for the completion of FY 2023-2024, additional funds of $200,000 is needed due to the rising food costs that continue to affect food availability and increase usage of produce to support our expanded salad bar and scratch cooking offerings.

Recommendation: Staff recommends the Board of Trustees approval of the contract for a total of $582,500

Submitted by: Denisse Mendez DM Title: Director, Child Nutrition Services

Approved by: Kolvira Chheng KC Title: Asst. Superintendent, Business Services

To the Board of Trustees:

Meeting: May 9, 2024
Regular Board Meeting

Recommend Approval

12.02
Agenda Placement

Imee C. Almazan, Ed.D., Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by:_____ Seconded by:_____

Approved:_____ Not Approved:_____ Tabled:_____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

PURCHASE ORDER / CONTRACT CHANGE ORDER (POCO)

P.O. No. _____ Contract No. CO 247042 Contract Original Amount: $300,000

Vendor Name: Lifeline Sales Corp (Pacific Rim Produce) Vendor No. 301097

Please check:

_____ Cancel P.O. / Contract
_____ Change Item No.: _____
✓ Increase Amount Line Item No.: 2
_____ Decrease Amount Line Item No.: _____
_____ Add Line No.: _____
_____ Delete Line No.: _____
_____ Add/Change object code to: _____
_____ Add Freight: $_____
_____ Add Tax: _____%
_____ Disencumber
_____ Add/Change Prog. No. to: _____
_____ Other _____

CONTRACTS ONLY

Change Orders:

Contracts Original Amount	$ 300,000.00
Change Order #: 1	$ +28,500.00
Change Order #: 2	$ +200,000.00
Change Order #: _____	$ _____
New Contract Total (including Change Orders)	$ 528,500.00

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	130	5310	0	4700	00	0000	3700	000000	480	3700	200,000.00	

Reason for Adjustment:
To increase change order #2 for CO 247042 by $200,000 from original Board Approved amount of $300,000 on 07/08/23 to equal a total of $528,500. The increase is needed to accommodate the rising food costs that continue to affect food availability and pricing.

School/Dept.: CNS Requested by: Jazzy Nguyen 4/24/24

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

Denisse Mendez Program Manager

Minh Tang Purchasing Manager

Date Requested: 04/24/24 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.)

Purchase Order

No. CO 247042

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: 301097 Phone: - 0
Fax: -
Email:

TO: LIFELINE SALES CORP
PACIFIC RIM PRODUCE
1950 N LOOP RD
ALAMEDA CA 94502

PO DATE	SUBMITTED BY	SITE NAME	REQ. NO.
07/12/2023	ALEJANDRA BASULTO	CHILD NUTRITION SERVICES	240325
TERMS	JUNE 8 23 .OVER100K FOB	DENISSE MENDEZ	DELIVERY DATE

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	STORES #
			PLEASE ENTER OUR ORDER FOR THE FOLLOWING			
01	1		***SERVICE CONTRACT*** PROVIDE A VARIETY OF FRESH AND SEASONAL FRUITS AND VEGTABLES TO MEET OUR COMPONENT REQUIREMENTS FOR BREAKFAST,LUNCH, AND SUPPER.ALL ITEMS ARE PURCHASED FROM VENDOR. DELIVERIES ARE MADE TO FIVE MIDDLE SCHOOL SITES TWICE A WEEK TO ENSURE QUALITY OF PRODUCE. TERM:07/01/2023-07/31/2024 BOARD APPROVED JUNE 8,2023	300,000.00	300,000.00	000000
02	1		POCO 3/6/24 : CHANGE ORDER #1 INCREASE CO IN THE AMOUNT OF $28,500.00 (9.5%) FROM ORIGINAL $300,000.00 FOR A NEW CONTRACT TOTAL OF $382,500.00 TO ACCOMMODATE RISING FOOD COSTS THAT CONTINUE TO AFFECT FOOD AVAILABILITY AND PRICING FOR THE 23/24 SCHOOL YEAR.	✓28,500.00	28,500.00	000000
				Sub Total	328,500.00	
				Tax	0.00	
				Shipping & Handling	0.00	
				PO Total	328,500.00	

Fnd Resc Y Objt SO Goal Func CstCtr Ste Prgm
130-5310-0-4700-00-0000-3700-000000-480-3700

✓Amount
328,500.00

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 obtained 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 _____
AUTHORIZED SIGNATURE

PURCHASING COPY

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: April 16, 2024

Subject: **The Stepping Stones Group, LLC**

Staff Analysis: The Stepping Stones Group will provide Behavior Tech's to assist students/teachers at various sites within the Alum Rock District. This is necessary due to the lack of Para II applicants.

Recommendation: Staff recommends that the Board of Trustees approve the contract increase with The Stepping Stones Group in the amount of $500,000 for the 2023-2024 school year. Total contracted amount $1,000,000.

Submitted by: Anthony Colonna Title: Director, Special Education

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

To the Board of Trustees:

Meeting: May 9, 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

PURCHASE ORDER / CONTRACT CHARGE ORDER (POCO)

P.O. No. _____ Contract No. C247097 Contract Original Amount: $500,000

Vendor Name: The Stepping Stones Group, Inc. Vendor No. 300695

Please check:

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

CONTRACTS ONLY

Change Orders:

Contracts Original Amount	$500,000
Change Order #: 1	$500,000
Change Order #: _____	$_____
Change Order #: _____	$_____
New Contract Total (including Change Orders)	$1,000,000

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	PRG. TITLE	BUS. OFC
080	6546	0	5815	00	5750	1190	000000	380	6546	+500,000		
	0000	0		00			000000					

5/1/24

Reason for Adjustment:
We are needing to add for Behavior Techs to this contract due to lack of applicants for Para II positions.

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

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

_____ Program Manager

_____ Purchasing Manager

Date Requested: _____ Date Entered: _____ Entered By: _____

(Pursuant to Public Contract Code 20118.4, the total cost of change orders shall not exceed the greater of $15,000.00 or 10% of the original contract amount. The ARUESD Board of Trustees must approve changes exceeding these limits.)

Purchase Order

No. CO 247097

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: 300695
Phone: (800)337-5965
Fax: -
Email:

TO: THE STEPPING STONES GROUP LLC
184 HIGH STREET, 5TH FLOOR
BOSTON MA 02110

PO DATE	SUBMITTED BY	SITE NAME		REQ. NO.
08/09/2023	ANGELICA AGUILERA	SPECIAL ED DEPT		240751
TERMS	JUN.8-23 OVER $100K FOB	ANTHONY COLONNA	DELIVERY DATE	

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	STORES #
			PLEASE ENTER OUR ORDER FOR THE FOLLOWING			
01	1		***OVER $100K SERVICE CONTRACT*** THE STEPPING STONES GROUP WILL PROVIDE COUNSELING SUPPORT TO SPECIAL EDUCATION STUDENTS WITHIN ARUSD FOR THE 2023-2024 SY. COST IS $55-105 PER HOUR TERM: 07/01/2023-06/30/2024 BOARD APPROVED JUNE 8, 2023	500,000.00	500,000.00	000000
				Sub Total	500,000.00	
				Tax	0.00	
				Shipping & Handling	0.00	
				PO Total	500,000.00	

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 obtained from purchasing dept.
6. Make no subsiitutions 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

12.04

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: **April 18, 2024**

Subject: **RO Health, LLC**

Staff Analysis: RO Health, LLC provides License Vocational Nurse services to Alum Rock Union School District students with medical needs such as diabetes management as well as assisting the district nurses. Services include E.Y.P

Recommendation: Staff recommends that the Board of Trustees approve the contract increase in the amount of $350,000.00 for a total amount of $650,000.00 with RO Health LLC.

Approved by: Jesus Araujo Title: Coordinator, Student Services

To the Board of Trustees:

Meeting: **May 9, 2024**
Regular Board Meeting

Recommend Approval

12.04
Agenda Placement

Imee C. Almazan, Ed.D. Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

PURCHASE ORDER / CONTRACT CHANGE ORDER (POCO)

P.O. No. _____ Contract No. 247071 Contract Original Amount: $300,000.0(

Vendor Name: Ro Health LLC Vendor No. _____

Please check:

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

CONTRACTS ONLY

Change Orders:

Contracts Original Amount	$300,000.00
Change Order #: 1	$350,000.00
Change Order #: _____	$_____
Change Order #: _____	$_____
New Contract Total (including Change Orders)	$650,000.00

Line #	FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SUB-OBJ 00	GOAL XXXX	FCTN XXXX	COST-CNTR 000000	LOC XXX	PROG XXXX	$AMOUNT	BUS OFC
1	010	0000	0	5815	00	1110	3140	000000	340	5240	+350,000.00	4/26/24

Reason for Adjustment:

Increase CO 247071 B.A July 20, 2023 for a total of $350,000.00 to cover the additional expenses that have been and continue due to a high volume of district students with medical needs such as diabetes management as well as assisting the district nurses. Services include E.Y.P

School/Dept.: Student Services Requested by: Rubi Solis

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

_____ Program Manager

_____ Purchasing Manager

Date Requested: _____ Date Entered: _____ Entered By: _____

(Pursuant to Public Contract Code 20118.4, the total cost of change orders shall not exceed the greater of $15,000.00 or 10% of the original contract amount. The ARUESD Board of Trustees must approve changes exceeding these limits.)

CLIENT STAFFING AGREEMENT

This Agreement (the "Agreement") entered into this 1st day of 07 2023 ("Effective Date"), is by and between RO HEALTH, LLC ("RO HEALTH") a Delaware limited liability company with its office headquarters located at 1900 Nickerson Street West Suite 200, Seattle, WA 98119, and Alum Rock Unified School District (hereinafter referred to as "CLIENT") located at 2930 Gay Ave, San Jose, CA 95127.

WHEREAS, RO HEALTH operates a medical staffing agency and employs personnel to provide Services (as hereinafter defined) to CLIENT and

WHEREAS, CLIENT operates a School District and CLIENT desires that RO HEALTH shall supply contract personnel to CLIENT, and

WHEREAS, CLIENT and RO HEALTH have agreed that RO HEALTH shall supply such personnel under the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants between RO HEALTH and CLIENT (each a "Party" and jointly the "Parties"), the Parties hereby agree as follows.

1. TERM AND TERMINATION.

This Agreement will commence on the Effective Date. The term of this Agreement will initially be one (1) year from the Effective Date and will be automatically extended for successive one (1) year periods, unless at any time either Party elects to terminate the Agreement upon at least thirty (30) days' prior written notice of termination to the other Party in accordance with the provisions of Paragraph 15. In the event of such automatic renewal, unless otherwise revised or amended, the rates for the Services (as hereinafter defined) set out in **Exhibit A** shall be increased equal to or greater than the cost of living adjustment (equal to the National Consumer Price Index or equivalent Index). Said termination will not affect the rights or responsibilities subsequent to transactions occurring prior to the effective date of termination.

2. SERVICES.

RO HEALTH will use its reasonable best efforts to provide qualified RO HEALTH employees as requested by CLIENT and in accordance with CLIENT's specifications and subject to the terms and conditions of this Agreement. **Exhibit A** hereto sets forth the specific services (the "Services") to be furnished by RO HEALTH, together with the current fees for these Services. At any point during the term of this Agreement the rates set out on **Exhibit A** may be renegotiated.

3. PROFESSIONAL QUALIFICATIONS.

RO HEALTH will recruit, interview, screen, select, hire and assign RO HEALTH employee(s) who, in RO HEALTH's sole and exclusive judgment, are best qualified to perform the Services.

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Such RO HEALTH employee(s) shall comply with all pertinent terms and conditions of the relevant licensure and credentials. RO HEALTH shall retain documentation evidencing such licensure and credentials for each such RO HEALTH employee including but not limited to:

3.1 Proof of current licensure, registration and or certification (if applicable).
3.2 Written or verbal verification of two (2) references.
3.3 Written verification of worker's unrestricted credential (if applicable).
3.4 Written verification of current cardiopulmonary resuscitation (CPR) certification for all non-remote RO HEALTH employees, unless written documentation from CLIENT is provided removing this requirement for specific positions.
3.5 Possess proof of an annual tuberculosis test or chest X-ray for all non-remote RO HEALTH employees.
3.6 Criminal Background Check and disclosure statement.

Upon CLIENT's written request, RO HEALTH will provide documentation of any such licensure or credentials or otherwise related to the qualifications and training of such RO HEALTH employee(s).

4. CLIENT ORIENTATION.

CLIENT will provide at its sole cost and expense, all applicable RO HEALTH personnel with an orientation to CLIENT specific policies, procedures and processes necessary to equip RO HEALTH personnel with the knowledge necessary to meet CLIENT's expectations for RO HEALTH personnel.

5. URGENT PERSONNEL REQUESTS.

If CLIENT requests RO HEALTH personnel less than two (2) hours prior to the start of a shift, RO HEALTH shall bill CLIENT for the entire duration of the shift as long as the RO HEALTH employee reports for work within a reasonable period of time.

6. MINIMUM BILLABLE HOURS AND SHIFT CANCELATION.

If CLIENT schedules an order with a duration less than four (4) billable hours for each shift, RO HEALTH shall bill CLIENT for four (4) hours at the established hourly rate.

CLIENT agrees to give a two (2) hour notice of cancellation of shift via phone conversation (not voicemail) to the staffing coordinator or on-call coordinator. If CLIENT modifies or cancels an order less than two (2) hours prior to the start of a shift, RO HEALTH will bill CLIENT for four (4) hours at the established hourly rate.

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7. CONVERSION FEE.

If RO HEALTH is the first staffing provider to submit an individual employee's profile (either verbal or written) to CLIENT for consideration, or to introduce an individual employee to CLIENT at any time and in any capacity CLIENT will accept such individual employee for employment only through RO HEALTH.

CLIENT further agrees that it will take no steps, directly or indirectly to recruit, solicit, hire or employ as its own employee, agent, contractor or otherwise any personnel introduced submitted or provided to CLIENT by RO HEALTH. CLIENT further acknowledges that RO HEALTH incurs substantial costs associated with recruiting, training, and managing RO HEALTH personnel. In the event CLIENT or any agent, affiliate or subsidiary of CLIENT , directly or indirectly or through another agency, recruits, solicits, hires or employs RO HEALTH personnel in any capacity, CLIENT agrees to either (1) provide written notice of intent to hire or employ RO HEALTH personnel twelve (12) months prior to the RO HEALTH employee's commencement as a CLIENT employee, agent, contractor or otherwise; (2) provide written notice to RO HEALTH of its intent to hire RO HEALTH employee and continue to employ RO HEALTH employee solely and exclusively in such individual's capacity as a RO HEALTH employee through RO HEALTH for a period not less than one thousand and forty (1,040) hours from the notice date; or (3) pay RO HEALTH a placement fee equal to the sum of twenty-five percent (25%) of such personnel's annualized salary (calculated as hourly pay rate multiplied by two thousand and eighty (2,080) hours multiplied by twenty-five percent (25%)).

8. RESPONSIBILITY FOR PATIENT CARE.

CLIENT retains sole and exclusive responsibility for management of care of each of its patients and for ensuring that the Services provided by RO HEALTH personnel under this Agreement are furnished in accordance with all applicable safety and health laws, regulations and standards. Client further retains sole and exclusive responsibility for compliance with all relevant safety and health laws and regulations during the period in which RO HEALTH personnel are assigned under CLIENT's supervision. CLIENT shall ensure that RO HEALTH personnel are assigned duties and operating within their scope of practice.

9. INSURANCE.

RO HEALTH shall purchase and maintain during the duration of this Agreement general and professional liability coverage of not less than one million dollars ($1,000,000) per occurrence and three million dollars ($3,000,000) in the aggregate, covering the sole negligent acts or omissions which may give rise to the liability for the Services provided under this Agreement. At CLIENT's written request, RO HEALTH will provide certificates evidencing such insurance coverage.

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10. TAXES.

RO HEALTH will maintain responsibility for the payment of wages and other compensation, and for any mandatory withholdings and contributions to its personnel.

11. PAYMENT FOR SERVICES.

RO HEALTH obtains CLIENT-approved time records and relies on CLIENT for the accuracy and completeness of those records to pay RO HEALTH's employees and to generate invoices. The accuracy and completeness of such records is the sole and exclusive responsibility of CLIENT prior to approving such records to RO HEALTH. RO HEALTH will submit invoices based on such records to CLIENT at the rates established in **Exhibit A** every week for RO HEALTH personnel provided to CLIENT during the preceding workweek billing period. RO HEALTH does not assume responsibility for CLIENT approved records.

11.1 Payment.

Full payment of invoices is due upon receipt. CLIENT shall send all payments electronically through automated clearing house ("ACH") transfers. RO HEALTH will deliver the ACH payment details to CLIENT upon execution of this Agreement. The parties hereby agree to undertake any and all required actions and execute any required documents, instruments or agreements required to effectuate the requirements of this Section 11.

11.2. Late Payment.

Payments not received within thirty (30) days from the first day of the workweek billing period, as identified on the invoice, will accumulate interest at the rate of one percent (1%) per month on the unpaid balance, equating to an annual percentage rate of twelve percent (12%), or the maximum rate permitted by applicable law, whichever is less. In the event that RO HEALTH must institute legal action to collect any late, outstanding or unpaid amounts, CLIENT agrees to pay all of RO HEALTH's costs of suit, including reasonable attorneys' fees.

12. GOVERNING LAW.

This Agreement, and all matters relating to it shall be governed by the laws, rules, and regulations of the State of Delaware, as are now in effect or as may be later amended or modified, without reference to the choice of law rules in any state. In the event that any provision of this Agreement conflicts with or is inconsistent with provisions of those laws, rules or regulations, the provisions of Delaware laws, rules, and regulations shall govern and supersede.

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13. DISPUTE RESOLUTION.

Should any dispute arise out of or in connection with the Agreement, which cannot be resolved to the satisfaction of both Parties within thirty (30) calendar days of the initial discussion, such dispute shall be submitted to arbitration for resolution. The Parties shall attempt to agree upon a neutral third party to arbitrate the dispute and should that effort fail, request a panel of arbitrators from the American Arbitration Association and select an arbitrator from that list by alternately striking names. The panel of arbitrators shall be selected from Wilmington, Delaware. The arbitration shall take place in accord with the usual rules and policies of the American Arbitration Association and the decision of the arbitrator shall be final and binding upon the Parties. Fees of the American Arbitration Association, the Arbitrator's fees and the costs of a court reporter shall be split evenly by the Parties. The Party prevailing in such arbitration will be entitled to the recovery of all other costs and expenses incurred in connection with such action and any appeal from the other Party.

14. MUTUAL INDEMNIFICATION.

Each Party shall defend, indemnify, and hold harmless the other Party, its current and former affiliates, its and their respective current and former officers, directors, employees, representatives, and the successors and assigns, from and against any and all liabilities, losses, damages, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) associated with or incurred as a result of any claim, action, or proceeding brought by a third party arising out of or relating to (i) any breach of such Party's representations, warranties, covenants and obligations under this Agreement; (ii) such Party's gross negligence or willful misconduct in performing its obligations under this Agreement; or (iii) such Party's failure or alleged failure to comply with all applicable laws or regulations; provided each Party shall promptly notify the other Party in writing of any such claim, action or proceeding, promptly give the other Party the opportunity to assume sole control of the defense or settlement of such claim, action or proceeding and give the other Party all necessary information and assistance (at the other Party's sole expense) in connection with such defense and settlement. Either Party shall have the right to retain counsel and participate in such defense or settlement. Neither Party shall settle any matter subject to indemnification without the prior written consent of the other Party; provided, however, that such consent shall not be required if the settlement will not impose any restriction or liability on the other Party that is not fully discharged.

15. NOTICES.

All notices, requests, consents and invoices required or permitted under this Agreement shall be made in writing and delivered personally or sent by mail or e-mail to the applicable Party to the following addresses.

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IF TO CLIENT:	IF TO RO HEALTH:
Alum Rock Unified School District	Ro Health, LLC
Attn: Norma Flores	**Attn**: General Counsel
2930 Gay Ave.	440 N Barranca Ave #1884
San Jose CA 95127	Covina, CA 91723
(408) 928-6947	P: (888) 552-9775 F: (888) 607-2889
Email: norma.flores@arusd.org	Email: contracts@rohealth.com

16. DAMAGES.

In no event shall either Party be liable for any incidental, consequential, exemplary, special or punitive damages or expenses or lost profits even if such Party has been advised of the possibility of such damages, under or in connection with this Agreement, regardless of the form of action.

17. SEVERABILITY.

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. Any waiver by a Party to declare a breach or seek any remedy available to it under this Agreement or by law will not constitute a waiver as to any past or future breaches or remedies.

18. INDEPENDENT CONTRACTOR.

Each Party to this Agreement hereby agrees represents and warrants that it is an independent contractor and is not any other Party's agent or employee or partner or joint venturer for any purpose whatsoever.

19. ASSIGNMENT.

No Party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other Party.

20. ENTIRE AGREEMENT; MODIFICATION.

This written Agreement constitutes the entire Agreement between the Parties and all negotiations and understandings have been included in this Agreement. No other understandings, agreements, representations, or warranties relating to the subject matter of this

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Agreement, whether written or oral, have been made to RO HEALTH by the CLIENT or to the CLIENT by RO HEALTH. This Agreement shall supersede any other communication between the Parties as to the subject matter herein.

This written Agreement may be modified, amended, or rescinded only by a written agreement executed by both Parties.

21. COUNTERPARTS.

This Agreement may be signed in one or more counterparts, each of which shall be binding and all of which shall be taken together as one and the same agreement.

IN WITNESS WHEREOF, this Agreement has been signed by duly authorized representatives of the Parties on the day and the year first written above.

CLIENT	**RO HEALTH, LLC**
Dr. Hilaria Bauer, Superintendent	Lisa Butts, Contract Administrator
Printed Name	Printed Name
Signature	Signature
7/21/2023	6/6/2023
Date	Date

Doc ID: fb112b62424116965071af36f3a4cfed10967477

EXHIBIT A

PERSONNEL HOURLY RATES FOR CLIENT

CNA	$47.00
LVN	$67.60
RN	$83.00
Credentialed School Nurse - RN	$120.00
Audiologist	$120.00

Behavioral Intervention Services (RBT / BCA)	$59.00
Instructional Para	$45.00
Non-Instructional Para	$43.00
Social Worker	$86.00
BCBA	$130.00
LMFT	$120.00
Psychologist	$130.00

OT	$90.00-$110.00
PT	$100.00-$120.00
Speech-Language Pathologist Assistant	$65.00-$75.00
Speech-Language Pathologist	$95.00-$115.00
Special Education Mild-Moderate Teacher	$120.00
Special Education Moderate-Severe Teacher	$120.00
Deaf and Hard of Hearing Teacher	$120.00

WORKWEEK. RO HEALTH's calendar work week is Sunday through Saturday. Billing periods commence on Sunday, the first day of the workweek.

WEEKEND. RO HEALTH shall bill CLIENT an additional two dollar ($2.00) per hour weekend differential rate. Weekend rates commence Friday at 10:00 p.m. through Monday at 6:00 a.m.

OVERTIME. RO HEALTH shall bill CLIENT a time and one-half (1.5) rate for all hours worked in excess of forty (40) per week or according to applicable state law.

Doc ID: fb112b62424116965071af36f3a4cfed10967477

ORIENTATION. Personnel hourly rates will be billed for all time spent in CLIENT orientation.

MILEAGE. During the course of, or while driving to work, if a RO HEALTH employee travels greater than sixty (60) miles roundtrip, RO HEALTH shall bill for each mile traveled at the current POV Mileage reimbursement rate established by the U.S. General Services Administration.

HOLIDAYS. A time and one-half (1.5) rate will be billed on holidays recognized by the U.S. Office of Personnel Management. Holiday rates will apply to shifts beginning at 10:00 p.m. before the holiday through 10:00 p.m. during the holiday.

CLIENT	**RO HEALTH, LLC**
Dr. Hilaria Bauer, Superintendent	Lisa Butts, Contract Administrator
Printed Name	Printed Name
Signature	Signature
7/21/2023	6/6/2023
Date	Date

Doc ID: fb112b62424116965071af36f3a4cfed10967477

13.01

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: **May 9, 2024**

Subject: **Approve/Ratify Notices of Employment and Changes of Status/May 9, 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 Title: Asst. Superintendent, Human Resources

To the Board of Trustees: Meeting: May 9, 2024
Regular Board Meeting

Recommend Approval

13.01

Agenda Placement

Imee Almazan, Ed.D., Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by:_____ Seconded by:_____

Approved: _____ Not Approved: _____ Tabled:_____

CLASSIFIED PERSONNEL – May 9, 2024

CLASSIFIED OFFERS OF EMPLOYMENT:

I. New Employee:

1.	Katti, Poornima	Paraeducator Special Education II/Russo-McEntee	04/01/2024
2.	Kirimbe, Bandeko	Maintenance Worker III (HVAC)/M.O.T	04/29/2024
3.	Lopez Acosta, Veronica	School Office Assistant/Sheppard	04/19/2024
4.	Warren, Andrew W	Head Custodian I-Elementary/Russo-McEntee	04/08/2024

II. Change of Status:

1.	Barrios, Herlinda	Senior Accounting Assistant/ Purchasing & Fiscal Services	04/01/2024
2.	Price Dina	School Administrative Assistant/Ocala	04/01/2024
3.	Rocha, Juana	Child Nutrition Assistant/Sheppard	04/22/2024

III. Retirement:

1.	Gonzaga, Irma R	Child Nutrition Assistant I/Sheppard	06/30/2024
2.	Helfrich, Wanda June	Paraeducator Special Education I & Campus Paraeducator/George	06/07/2024
3.	Renteria, Patricia	Bus Driver/Transportation	04/15/2024

IV. Termination – Probationary Period:

1.	Valentin, Evelin	Community Liaison 9.5mo/Adelante I	05/07/2024

V. Substitute Personnel:

1.	Alonzo Mata, Llaneli	Substitute-Paraeducator	04/04/2024
2.	Cervacio Gomez, Raul	Substitute Child Nutrition	04/04/2024
3.	Gomez Gomez, Micaela	Substitute Child Nutrition	04/04/2024

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT-
HUMAN RESOURCES DEPARTMENT
MEETING OF THE BOARD OF TRUSTEES
May 9, 2024

CERTIFICATED OFFER OF EMPLOYMENT:

I. New Hire-Substitute Teacher:

1.	canela, Rosalia	05/01/2024
2.	Corona, Adrian	03/15/2024

II. Substitute Residential Teacher Contracts:

1.	Castaneda, Marcela	05/01/2024-06/07/2024
2.	Castaneda, Patricia	05/01/2024-06/07/2024
3.	Cerna Anaya, Estefani	05/01/2024-06/07/2024
4.	Chavez, Israel	05/01/2024-06/07/2024
5.	Fenstermaker, Andrew	05/01/2024-06/07/2024
6.	Morquecho, Leticia	05/01/2024-06/07/2024
7.	Oros, Elisa	05/01/2024-06/07/2024
8.	Saavedra, Noe	05/01/2024-05/31/2024
9.	Solis, Salvador	05/01/2024-06/07/2024
10.	Taylor, Jamil	05/01/2024-06/07/2024

III. Short-Term Student Counselor Services Agreement

1.	Cruz Silva, Karla K	06/01/2024-06/30/2025
2.	Patino, Julissa	06/01/2024-06/30/2025
3.	Rodarte Hernandez, Saira	06/01/2024-06/30/2025

CERTIFICATED CHANGES OF STATUS:

IV. Retirement:

1.	Andrews, Thomas	Math/George Middle School	06/07/2024

V. End of Temporary Contract Non Reelect 6/30/2024:

1.	Duran, Dominic	Renaissance Academy I
2.	Pinck, Elliot	Linda Vista Elementary
3.	Quintero Garcia, America	George Middle School

VI. Personal Leave of Absence:

1.	Morton, Andrea	From .40 PLOA FTE to 1 FTE PLOA/RSP	07/01/2024-06/30/2025

13.02

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: April 26, 2024

Subject: **Acceptance of Donations**

Staff Analysis: The District has received donations as summarized on the sheet dated May 9, 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

13.02
Agenda Placement

Meeting: May 9, 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
May 9, 2024

ACCEPTANCE OF DONATIONS

DONOR NAME	DESCRIPTION OR PURPOSE	ESTIMATED VALUE	RECEIVING SCHOOL OR DEPARTMENT
Chef Ann Foundation	Materials & Supplies (hosting 3 current CNA I in HSFP)	$ 3,250.00	ARUESD – Child Nutrition Svcs
Hoopoe Share Literacy Program	Materials & Supplies (variety of new books)	$ 67,316.60	ARUESD – Districtwide
Ms. Patricia Munoz	Materials & Supplies (support activities)	$ 2,000.00	ARUESD – State/Fed Supplemental Programs
Bay Area Women's Sport Initiative	Materials & Supplies	$ 319.05	Cassell Elementary
Linda Vista Parents	Materials & Supplies	$ 600.00	Linda Vista Elementary
Linda Vista Parents	Materials & Supplies	$ 150.00	Linda Vista Elementary
Linda Vista Parents	Materials & Supplies	$ 510.00	Linda Vista Elementary
Linda Vista Parents	Materials & Supplies	$ 406.00	Linda Vista Elementary
Bay Area Women's Sport Initiative	Materials & Supplies	$ 692.10	Meyer Elementary
Bay Area Women's Sport Initiative	Materials & Supplies	$ 274.05	Meyer Elementary
Ms. Rachel C. Welch	Materials & Supplies	$ 400.00	Ocala STEAM Academy
Hillcresters	Materials & Supplies	$ 1,000.00	Sheppard Middle
Environmental Volunteers	Materials & Supplies	$ 2,000.00	Sheppard Middle

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

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

April 9, 2024

Imee Almazan, Ed. D.
Interim Superintendent
Alum Rock Union Elementary School District
2930 Gay Avenue
San Jose, CA, 95127

Dear Dr. Almazan,

Please accept the donation stipend from the Chef Ann Foundation for Child Nutrition Services. This stipend is for hosting three current Child Nutrition Assistant I (CNA I) staff who participated in The Healthy School Food Pathway (HSFP) Program (Board Approved November 9, 2023). The program aims to prepare school nutrition staff in preparing healthy, scratch-cook school meals, and fostering professional growth in the field. The stipend value is $3250, comprising $2500 for hosting and an additional $250 for each CNA I.

Thank you for your support.

Sincerely,

Denisse Mendez
Director of Child Nutrition Services

Imee Almazan, Ed.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

April 25, 2024

Alum Rock Union School District
Board of Trustees
2930 Gay Avenue
San Jose, CA 95127
(409)928-6800

Dear Board of Trustees,

Please accept the following donation valued at $67,316.60. (Please see attachment)

These books were provided through the generosity of supporters of the Hoopoe Share Literacy program.

Please accept this donation, as submitted.

Thank you,

Barbara Campbell
Assistant Superintendent
Instructional Services

Imee Almazan, Ed.D., Interim Superintendent

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

State and Federal Programs

April 3, 2024

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

Dear Board of Trustees:

Please accept the attached donation in the amount of $2,000.00 from Ms. Patricia Munoz. These funds will be used to support activities related to supplemental programs offered through the department of State and Federal Programs. We would like to thank Ms. Munoz for her generosity.

Sincerely,

Sandra Garcia
Director, State and Federal Programs

Sylvia Cassell Elementary School

1300 Tallahassee Dr.
Phone: (408).928-7200
Principal: Alecia Myers-Kelley

San Jose, Ca. 95122
Fax: (408).928-7201
Michelle Medina, Admin. Asst
Nikki Serrano, Office Assistant

Apr 4, 2024

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

Dear Board of Trustees:

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

Company/Sponsor(s) name	Amount
Bay Area Women's Sport Initiative	$319.05

We would like to thank Bay Area Women's Sport Initiative for their generous donation and continued support of our students.

Sincerely,

Alecia Kelley

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 6, 2024

Please place the acceptance of the donations totaling $600.00 for Linda Vista on the consent calendar for the next board meeting.

The donations are comprised of the following:

$300 cash donations from parents for 5th Grade Science Camp
$300 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

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: April 5, 2024

Please place the acceptance of the donations totaling $150.00 for Linda Vista on the consent calendar for the next board meeting.

The donations are comprised of the following:

$150.00 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

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: Apr 5, 2024

Please place the acceptance of the donations totaling $510.00 for Linda Vista on the consent calendar for the next board meeting.

The donations are comprised of the following:

$510 cash donations from our parents to use towards 2nd-grade 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: Apr 18, 2024

Please place the acceptance of the donations totaling $406.00 for Linda Vista on the consent calendar for the next board meeting.

The donations are comprised of the following:

$406 cash donations from our parents to use towards 2nd-grade field trips.

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

Thank you,

SCicala

Suzanne Cicala

Donald J. Meyer Elementary School
"Home of the Blue Jays"
1824 Daytona Dr. San Jose, CA Phone (408) 928-8200 Fax (408) 928-8201
Mrs. Christine Salloom-Principal

To: Board of Trustees
From: Meyer Elementary
Date: April 1, 2024
Re: Payment for bus transportation

To Whom It May Concern,

Please accept the check from BAWSI for $692.10 for payment for bus transportation girl's field trip.

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

Greatly Appreciated,

Mrs. Christine Salloom
Principal

Donald J. Meyer Elementary School
"Home of the Blue Jays"
1824 Daytona Dr. San Jose, CA Phone (408) 928-8200 Fax (408) 928-8201
Mrs. Christine Salloom-Principal

To: Board of Trustees
From: Meyer Elementary
Date: April 19, 2024
Re: Payment for bus transportation

To Whom It May Concern,

Please accept the check from BAWSI for $274.05 for payment for bus transportation girl's field trip. This is a replacement check for check # 3200.

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

Greatly Appreciated,

Mrs. Christine Salloom
Principal

Ocala STEAM Academy

2800 Ocala Avenue, San Jose CA 95148
408-928-8350

Manny Villalpando - Principal
Maria Thomas - Vice Principal

03/28/2024

Dear members of the Board of Trustees:

MS Rachel C Welch is donating a check for $400 to Ocala STEAM Academy.

This money should be deposited in the Donations Account of Ocala STEAM Academy.

Sincerely,

Manuel Villalpando
Principal
Ocala STEAM Academy

VERIZON INNOVATIVE LEARNING SCHOOLS

SHEPPARD MIDDLE SCHOOL
SMS
TROJAN PRIDE
Advancing Learning Through PBL & Tech Integration

NewTech Network

April 24, 2024

To Dr. Imee Almazon Interim Superintendent
Honorable Board Members
Alum Rock Union Elementary School District

From: Jennifer Doherty, Principal

Re: Donations to Sheppard Middle School

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

Hillcresters $1,000.00

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

Thank you in advance for your approval.

Jennifer Doherty, Principal

April 15, 2024

To Imee Almazon, Ed.D., Interim Superintendent
Honorable Board Members
Alum Rock Union Elementary School District

From: Jennifer Doherty, Principal

Re: Donations to Sheppard Middle School

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

Environmental Volunteers $2,000.00

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

Thank you in advance for your approval.

Jennifer Doherty, Principal

13.03

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: April 26, 2024

Subject: **Approval of Fundraising Activities**

Staff Analysis: The District has received fundraising requests as summarized on the attached sheet dated May 9, 2024.

Recommendation: Staff recommends approval of these fundraising event requests.

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

To the Board of Trustees:

Recommend Approval

13.03
Agenda Placement

Meeting: May 9, 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
May 9, 2024

APPROVAL OF FUNDRAISING ACTIVITY

SCHOOL	FUNDRAISING ACTIVITY	ACTIVITY SPONSOR	DATE
George Middle	Spirit Grams' Sales	ASB	09/01/23-06/30/24
George Middle	Yearbook Sales	ASB	03/01/24-06/30/24
Hubbard Elementary	Book Fair Sales	ASB	03/26/24-03/26/24
Lyndale Elementary	Yearbook Sales	ASB	05/06/24-06/06/24
Ocala STEAM Academy	Contributions to the ASB	ASB	03/15/24-06/06/24
Painter Elementary	Contributions to the ASB	ASB	04/01/24-05/15/24
Ryan STEAM Academy	Yearbook Sales	ASB	04/30/24-04/30/24
Ryan STEAM Academy	Walk-a-Thon Sales	ASB	04/26/24-04/26/24

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FUNDRAISING EVENT APPROVAL FORM

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

School Name: Joseph George Middle School Date: 3/21/24

Description of Event: Type Spirit Grams Vendor Multiple

Purpose for Event: Including all gram sales like Valentines, holiday, Easter, etc.

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: _____

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

Proposed Date(s) of Event: Ongoing 23/24 FY Time of Event: _____

Contact Person: Melissa Walters

Location of Proposed Activity: JGMS

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

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

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

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

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

ASB Advisor: _____ Signature 3/21/24 Date

Student Council Approval Date: 3/7/24 (Middle Schools must attach minutes)

Student Council Representative: JAMES MOLE Signature 3/21/24 Date

Principal Approval: _____ Signature 3/21/24 Date

Reviewed by Business Services: _____ Date: 4/8/2024

- 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 #: 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] 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] Signature 3/20/24 Date

Reviewed by Business Services: Maria Nuñez Date: 4/18/2024

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

  CNS _____ Date: _____

  Approved _____ Denied _____

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

  Director, MOT: _____ Date: _____

  Operations Mgr.: _____ Date: _____

  Approved _____ Denied _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FUNDRAISING EVENT APPROVAL FORM

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

School Name: Hubbard Date: _____

Description of Event: Type Bookfair Vendor Scholastic

Purpose for Event: Give students and parents the opportunity to obtain age-appropriate books

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

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

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

Proposed Date(s) of Event: 3/26/24-3/29/24 Time of Event: 2:30-4:30pm

Contact Person: Dr Sandra Sarmiento

Location of Proposed Activity: Library

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

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

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

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

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

ASB Advisor: _____ Signature 4/17/24 Date

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

Student Council Representative: _____ Signature _____ Date

Principal Approval: _____ Signature 4/17/24 Date

Reviewed by Business Services: _____ Date: 4/18/2024

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

  CNS _____ Date: _____

  Approved _____ Denied _____

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

  Director, MOT: _____ Date: _____

  Operations Mgr.: _____ Date: _____

  Approved _____ Denied _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FUNDRAISING EVENT APPROVAL FORM

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

School Name: Lyndale Elementary Date: March 8, 2024

Description of Event: Type Yearbooks Sale Vendor Rethink Yearbooks

Purpose for Event: To sell yearbooks to parents, students and staff.

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: May 6, 2024- June 6, 20 Time of Event: Before and after school

Contact Person: Magdalena Grimaldo

Location of Proposed Activity: 13901 Nordyke Dr. San Jose, CA 95127

Status of Event (please check one): ☐ New Event ☑ Held previously (years): 21/22, & 22/23

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

Is the Use of Facilities Reservation thru Facilitron completed?	Yes ☐	No ☐	N/A ☑
Has Revenue Potential form been prepared? (For ASB Only - Form must be included)	Yes ☑	No ☐	
Other Background information (Is proposed fundraising event on current ASB budget?)	Yes ☑	No ☐	

ASB Advisor: Lynn Mattoon (Signature) 3/11/2024 (Date)

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

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

Principal Approval: _____ (Signature) 3-11-24 (Date)

Reviewed by Business Services: _____ Date: 4/18/2024

- 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

Request for Approval:
Contributions to the ASB Account

School Site: Ocala STEAM Academy Date: 3/26/24

Purpose for Contributions: Parent Contributions to help towards 8th grade activities.

Proposed Date(s) of Event: 03/15/24 - 06/06/24

Contact Person: Linda Barrios

Student Body Account Number: Ocala

Status of Event (please check one): ☐ New Event ☒ Held Previously (Years): 20+

What procedures will be used to account for contributions received?
A receipt will be given for every contribution received.

Other Background Information (such as other schools or clubs that have held similar events):

ASB Advisor _____ Date: 4-15-24
Signature

Student Council Approval Date 06/01/2023

Student Council Representative _____ Date: 4-16-24
School Admin (Elementary) Signature

Principal Approval _____ Date: 3/26/24
Signature

Reviewed by Business Services: Maria Nuno Date: 4/18/2024

Board Approval Date: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Approval:
Contributions to the ASB Account

School Site: Ben Painter Elementary Date: 04/22/2024

Purpose for Contributions: The money will be towards admission fees for field trips, classroom supplies, student events, field trip transportation fees and spirit wear.

Proposed Date(s) of Event: April 2024, May 15, 2024

Contact Person: Crystal Nevarez

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 will be issued when collecting contributions & spreadsheets will be created anytime field trip money is collected.

Other Background Information (such as other schools or clubs that have held similar events):

ASB Advisor Andrea Sato Date: 4/22/2024
Signature

Student Council Approval Date 04/22/2024

Student Council Representative Date: 4/22/2024
School Admin (Elementary) Signature

Principal Approval Date: 4/22/2024
Signature

Reviewed by Business Services: Maria Nieves Date: 4/18/2024

Board Approval Date: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FUNDRAISING EVENT APPROVAL FORM

Fundraiser #: 6 **(From Financial Plan)**

School Name: Ryan STEAM Academy Date: 04/03/2024

Description of Event: Type Yearbook Sales Vendor Entourage, Inc

Purpose for Event: Yearbooks to be sold to the students.

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: 04/30/2024 Time of Event: 10:00 AM

Contact Person: Vanessa Esquibel

Location of Proposed Activity: School office

Status of Event (please check one): ☐ New Event ☑ Held previously (years): 2022/2023

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

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

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

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

ASB Advisor: Bobby Castenada 04-03-24
Signature Date

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

Student Council Representative: _____ _____
Signature Date

Principal Approval: _____ 4/3/24
Signature Date

Reviewed by Business Services: Maria Nuñez Date: 4/18/2024

- 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: 04/01/2024

Description of Event: Type Walk-a-Thon Vendor N/A

Purpose for Event: To raise money money for 5th grade science camp, incentives for students, and field trips.

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: 04/26/2024 Time of Event: 9:00 AM

Contact Person: Vanessa Esquibel & Clarissa Johnston-Abril

Location of Proposed Activity: Ryan STEAM-Blacktop

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 Estergon (Signature) 4-1-24 (Date)

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

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

Principal Approval: _____ (Signature) 4/1/24 (Date)

Reviewed by Business Services: Maria Nuño Date: 4/10/2024

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

  CNS _____ Date: _____

  Approved _____ Denied _____

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

  Director, MOT: _____ Date: _____

  Operations Mgr.: _____ Date: _____

  Approved _____ Denied _____

13.04

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF TRUSTEES

To the Board of Trustees: April 26, 2024

Subject: **Vendor & Payroll Warrants – MARCH**

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

Total of vendor warrants	$	8,377,992.95
Total of payroll warrants	$	5,140,509.59
Total	**$**	**13,518,502.54**

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

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

To the Board of Trustees:

Meeting: May 9, 2024
Regular Board Meeting

Recommend Approval

13.04
Agenda Placement

Imee Almazan, Ed.D., Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

March 2024

Fund	VENDOR WARRANTS	AMOUNT
010,050,060,080	General Fund (Incl Payroll A/P)	$4,981,504.05
120	Child Development Fund	$234,772.39
130	Cafeteria Fund	$410,015.00
140	Deferred Maintenance Fund	$0.00
210	Building Fund	$1,183,829.61
250	Capital Facilities Fund	$0.00
350	County School Facility Fund	$0.00
400	Special Reserve for Capital Outlay Fund	$0.00
670	Health and Welfare & Workers Comp	$1,531,205.20
	Subtotal	**$8,341,326.25**
088	Student Body Fund	$36,666.70
	Total Vendor Warrants	**$8,377,992.95**

	PAYROLL WARRANTS	
	10th of the month	$438,228.52
	EOM Payroll	$4,702,281.07
	AREA EOM	$0.00
	Manual Checks	$0.00
	Void Checks	$0.00
	Total Payroll Warrants	**$5,140,509.59**
	Grand Total All Warrants	**$13,518,502.54**

	From		To
AP Warrants used #	4022414	-	4022998
Payroll Direct Deposit Pay Stub used #	4769012	-	4770495
Payroll Checks used #	4406541	-	4406641

AP Check Register - Pivot Table Summary by Vendor
March 2024

Vendor Name	Date	Warrant #	Fund	Sum of Amount
4IMPRINT INC.	3/22/2024	4022765	010	$ 9,720.26
		4022846	010	$ 1,646.74
			088	$ 11,607.25
	3/29/2024	4022896	010	$ 320.32
4IMPRINT INC. Total				**$ 23,294.57**
ACE EMPOWER ACADEMY	3/29/2024	4022949	010	$ 65,387.00
ACE EMPOWER ACADEMY Total				**$ 65,387.00**
ACHIEVE KIDS	3/15/2024	4022675	080	$ 17,286.00
ACHIEVE KIDS Total				**$ 17,286.00**
ACME PACIFIC REPAIRS INC.	3/1/2024	4022414	050	$ 355.00
	3/22/2024	4022830	050	$ 2,614.37
	3/29/2024	4022976	050	$ 1,301.59
ACME PACIFIC REPAIRS INC. Total				**$ 4,270.96**
ACTION ROAD SOLUTIONS LLC	3/1/2024	4022415	010	$ 321.75
		4022460	010	$ 2,065.25
	3/29/2024	4022977	010	$ 321.75
ACTION ROAD SOLUTIONS LLC Total				**$ 2,708.75**
ADVERTISERS DIRECT INC	3/8/2024	4022529	010	$ 13,250.00
	3/22/2024	4022793	010	$ 9,395.00
ADVERTISERS DIRECT INC Total				**$ 22,645.00**
ALBAELENA MARIA DIAZ TAMAYO	3/8/2024	4022600	130	$ 22.75
	3/22/2024	4022760	130	$ 111.89
		4022825	130	$ 60.97
ALBAELENA MARIA DIAZ TAMAYO Total				**$ 195.61**
ALCATRAZ CRUISES LLC	3/28/2024	4022874	060	$ 1,900.90
ALCATRAZ CRUISES LLC Total				**$ 1,900.90**
ALEX STEWART	3/15/2024	4022660	080	$ 11,628.75
ALEX STEWART Total				**$ 11,628.75**
ALEXANDRA GUTIERREZ	3/11/2024	4022631	080	$ 17.29
ALEXANDRA GUTIERREZ Total				**$ 17.29**
ALIA	3/15/2024	4022676	060	$ 17,136.36
ALIA Total				**$ 17,136.36**
ALISA BAKER	3/8/2024	4022601	080	$ 13,300.00
ALISA BAKER Total				**$ 13,300.00**
ALLIANCE FOR YOUTH ACHIEVEMENT	3/28/2024	4022881	010	$ 30.00
	3/11/2024	4022632	010	$ 30.00
ALLIANCE FOR YOUTH ACHIEVEMENT Total				**$ 60.00**
ALLIED REFRIGERATION INC.	3/1/2024	4022488	050	$ 2,707.03
ALLIED REFRIGERATION INC. Total				**$ 2,707.03**
ALPHA BLANCA ALVARADO(ALPHA1)	3/29/2024	4022950	010	$ 176,485.00
ALPHA BLANCA ALVARADO(ALPHA1) Total				**$ 176,485.00**
ALPHA JOSE HERNANDEZ (ALPHA	3/29/2024	4022951	010	$ 160,829.00
ALPHA JOSE HERNANDEZ (ALPHA Total				**$ 160,829.00**
ALUM ROCK #305	3/28/2024	4022882	010	$ 442.00
ALUM ROCK #305 Total				**$ 442.00**
ALUM ROCK ADMINISTRATORS ASSOC	3/28/2024	4022883	010	$ 560.00
	3/11/2024	4022633	010	$ 550.00
ALUM ROCK ADMINISTRATORS ASSOC Total				**$ 1,110.00**
AMANDA LEA CHAMBERS	3/15/2024	4022732	010	$ 158.00
AMANDA LEA CHAMBERS Total				**$ 158.00**

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AMAZON.COM LLC	3/8/2024	4022565	010	$ 1,097.90
	3/1/2024	4022416	010	$ 1,059.82
			080	$ 31.70
		4022438	010	$ 1,190.42
		4022468	010	$ 153.92
	3/15/2024	4022661	010	$ 356.56
		4022733	010	$ 263.51
	3/22/2024	4022766	010	$ 1,440.41
			060	$ 294.56
			050	$ 64.53
			080	$ 43.74
		4022831	210	$ 577.32
		4022848	010	$ 695.22
			080	$ 56.65
	3/29/2024	4022897	010	$ 332.53
			060	$ 127.17
			080	$ 413.80
		4022952	010	$ 153.17
		4022978	010	$ 1,567.68
			060	$ 121.05
			120	$ 1,000.37
AMAZON.COM LLC Total				**$ 11,042.03**
AMER HASSAN	3/8/2024	4022625	060	$ 34,800.00
AMER HASSAN Total				**$ 34,800.00**
AMERICAN FIDELITY ASSURANCE	3/28/2024	4022884	010	$ 12,795.56
AMERICAN FIDELITY ASSURANCE Total				**$ 12,795.56**
AMERICAN FIDELITY ASSURANCE CO	3/28/2024	4022885	010	$ 29,700.59
AMERICAN FIDELITY ASSURANCE CO Total				**$ 29,700.59**
AMY ELIZABETH RODRIGUES	3/8/2024	4022566	010	$ 18.76
AMY ELIZABETH RODRIGUES Total				**$ 18.76**
ANDRE BOUDIN BAKERIES	3/8/2024	4022567	010	$ 290.44
ANDRE BOUDIN BAKERIES Total				**$ 290.44**
ANDREA ELIZABETH MORTON	3/8/2024	4022568	080	$ 25.33
ANDREA ELIZABETH MORTON Total				**$ 25.33**
ANDRES QUINTERO QUINTERO	3/22/2024	4022832	010	$ 200.00
ANDRES QUINTERO QUINTERO Total				**$ 200.00**
ANNYA R ARTIGAS	3/8/2024	4022530	010	$ 104.52
ANNYA R ARTIGAS Total				**$ 104.52**
AON RISK INSURANCE SERVICES	3/8/2024	4022626	010	$ 24,000.00
AON RISK INSURANCE SERVICES Total				**$ 24,000.00**
ARC ALTERNATIVES	3/1/2024	4022439	210	$ 3,757.50
	3/22/2024	4022833	210	$ 2,410.00
ARC ALTERNATIVES Total				**$ 6,167.50**
ASSOCIATION OF CALIFORNIA	3/28/2024	4022886	010	$ 3,259.85
ASSOCIATION OF CALIFORNIA Total				**$ 3,259.85**
AT&T	3/28/2024	4022875	010	$ 1,053.54
	3/14/2024	4022653	010	$ 2,696.46
AT&T Total				**$ 3,750.00**
AVDIC, TIFA	3/15/2024	4022693	060	$ 278.52
AVDIC, TIFA Total				**$ 278.52**

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AXIOM COMMUNICATIONS SYSTEMS	3/22/2024	4022807	050	$	3,454.68
AXIOM COMMUNICATIONS SYSTEMS Total				**$**	**3,454.68**
A-Z BUS SALES INC	3/8/2024	4022599	010	$	177.11
	3/22/2024	4022847	010	$	812.22
A-Z BUS SALES INC Total				**$**	**989.33**
BALLARD & TIGHE COMPANY	3/8/2024	4022569	060	$	4,722.91
BALLARD & TIGHE COMPANY Total				**$**	**4,722.91**
BALLOONATICS INC.	3/8/2024	4022570	010	$	213.25
	3/1/2024	4022469	010	$	193.25
BALLOONATICS INC. Total				**$**	**406.50**
BARBARA CAMPBELL	3/15/2024	4022738	010	$	80.34
BARBARA CAMPBELL Total				**$**	**80.34**
BARNES AND NOBLE	3/1/2024	4022417	010	$	88.99
BARNES AND NOBLE Total				**$**	**88.99**
BAY AREA FLOOR MACHINE	3/1/2024	4022418	010	$	220.30
		4022489	010	$	1,140.96
	3/15/2024	4022694	010	$	70.11
	3/22/2024	4022808	010	$	538.91
	3/29/2024	4022913	010	$	1,300.39
		4022968	010	$	497.85
BAY AREA FLOOR MACHINE Total				**$**	**3,768.52**
BIANCA ORTIZ	3/15/2024	4022695	080	$	21.44
BIANCA ORTIZ Total				**$**	**21.44**
BIOMETRICS4ALL INC.	3/8/2024	4022531	010	$	50.25
BIOMETRICS4ALL INC. Total				**$**	**50.25**
BLICK ART MATERIALS LLC	3/8/2024	4022571	010	$	200.87
BLICK ART MATERIALS LLC Total				**$**	**200.87**
BLUETRITON BRANDS INC.	3/21/2024	4022758	010	$	912.90
			050	$	45.48
	3/14/2024	4022654	010	$	1,306.39
			050	$	89.83
BLUETRITON BRANDS INC. Total				**$**	**2,354.60**
BOSCO CONSTRUCTION SERVICES	3/22/2024	4022849	050	$	25,480.90
BOSCO CONSTRUCTION SERVICES Total				**$**	**25,480.90**
BRIAN SCOTT AMBROSCH	3/8/2024	4022602	010	$	549.00
			060	$	1,041.00
BRIAN SCOTT AMBROSCH Total				**$**	**1,590.00**
BRIEANA WHITE	3/29/2024	4022914	060	$	462.96
BRIEANA WHITE Total				**$**	**462.96**
BSN SPORTS LLC	3/1/2024	4022419	010	$	2,103.79
	3/22/2024	4022799	010	$	189.18
BSN SPORTS LLC Total				**$**	**2,292.97**
CAL WEST FENCE INC.	3/8/2024	4022572	210	$	10,754.95
	3/15/2024	4022711	210	$	5,826.10
	3/22/2024	4022834	210	$	2,910.25
CAL WEST FENCE INC. Total				**$**	**19,491.30**
CALIFORNIA ASSOCIATION FOR	3/1/2024	4022449	060	$	2,670.00
CALIFORNIA ASSOCIATION FOR Total				**$**	**2,670.00**
CALIFORNIA DEPARTMENT OF	3/21/2024	4022757	060	$	2,816.07
			120	$	4,248.93

Vendor Name	Date	Warrant #	Fund	Sum of Amount
CALIFORNIA DEPARTMENT OF Total				$ 7,065.00
CALIFORNIA GEOLOGICAL SURVEY	3/1/2024	4022450	210	$ 4,800.00
		4022461	210	$ 4,800.00
CALIFORNIA GEOLOGICAL SURVEY Total				$ 9,600.00
CALIFORNIA NATIVE GARDEN	3/1/2024	4022504	060	$ 7,239.00
CALIFORNIA NATIVE GARDEN Total				$ 7,239.00
CALIFORNIA SPORT DESIGN	3/7/2024	4022527	088	$ 1,312.50
CALIFORNIA SPORT DESIGN Total				$ 1,312.50
CALIFORNIA STATE UNIVERISTY	3/7/2024	4022520	010	$ 425.00
CALIFORNIA STATE UNIVERISTY Total				$ 425.00
CALIFORNIA UNITED MECHANICAL,	3/15/2024	4022677	050	$ 1,922.00
CALIFORNIA UNITED MECHANICAL, Total				$ 1,922.00
CAL-STEAM INC.	3/22/2024	4022809	050	$ 362.74
CAL-STEAM INC. Total				$ 362.74
CANON FINANCIAL SERVICES INC.	3/15/2024	4022737	010	$ 6,018.54
			060	$ 1,419.69
			080	$ 197.98
	3/25/2024	4022864	010	$ 2,968.47
			060	$ 2,442.35
			050	$ 127.97
			080	$ 223.15
			130	$ 446.22
			210	$ 127.97
CANON FINANCIAL SERVICES INC. Total				$ 13,972.34
CARAHSOFT TECHNOLOGY CORP	3/22/2024	4022800	010	$ 93,689.98
	3/29/2024	4022898	010	$ 783.09
CARAHSOFT TECHNOLOGY CORP Total				$ 94,473.07
CARLOS C TRIPODI	3/1/2024	4022420	010	$ 54.94
CARLOS C TRIPODI Total				$ 54.94
CARMELINA BAUTISTA	3/1/2024	4022421	010	$ 30.82
CARMELINA BAUTISTA Total				$ 30.82
CARRILLO SILVIA T.	3/15/2024	4022662	010	$ 25.00
CARRILLO SILVIA T. Total				$ 25.00
CAT FINANCIAL CAT CARD	3/1/2024	4022462	010	$ 7,851.99
CAT FINANCIAL CAT CARD Total				$ 7,851.99
CDW LLC	3/1/2024	4022440	210	$ 347.73
	3/22/2024	4022850	010	$ 347.73
CDW LLC Total				$ 695.46
CENGAGE LEARNING INC	3/22/2024	4022851	060	$ 3,474.61
CENGAGE LEARNING INC Total				$ 3,474.61
CENTER FOR THE COLLABORATIVE	3/8/2024	4022532	060	$ 800.00
	3/22/2024	4022767	060	$ 7,993.29
CENTER FOR THE COLLABORATIVE Total				$ 8,793.29
CENTRALREACH LLC	3/1/2024	4022490	080	$ 92.03
CENTRALREACH LLC Total				$ 92.03
CHILDREN'S DISCOVERY MUSEUM	3/1/2024	4022451	088	$ 732.00
CHILDREN'S DISCOVERY MUSEUM Total				$ 732.00
CHRISTINA SARINANA	3/22/2024	4022835	010	$ 210.97
CHRISTINA SARINANA Total				$ 210.97
CHRISTINE GARCIA-COGLIANDRO	3/11/2024	4022634	130	$ 91.06

Vendor Name	Date	Warrant #	Fund	Sum of Amount
CHRISTINE GARCIA-COGLIANDRO Total				$ 91.06
CHRISTINE SALLOOM	3/8/2024	4022603	060	$ 433.08
CHRISTINE SALLOOM Total				$ 433.08
CINTAS CORPORATION	3/1/2024	4022422	010	$ 339.93
			050	$ 65.45
		4022491	010	$ 237.22
			050	$ 262.95
	3/15/2024	4022663	010	$ 337.56
			050	$ 65.45
	3/22/2024	4022826	010	$ 675.12
			050	$ 130.90
	3/29/2024	4022979	010	$ 337.56
			050	$ 65.45
CINTAS CORPORATION Total				$ 2,517.59
CITY OF MOUNTAIN VIEW	3/15/2024	4022748	010	$ 2,856.00
CITY OF MOUNTAIN VIEW Total				$ 2,856.00
CITY OF PALO ALTO CALIFORNIA	3/14/2024	4022655	060	$ 846.00
CITY OF PALO ALTO CALIFORNIA Total				$ 846.00
CITY OF SAN JOSE	3/21/2024	4022752	060	$ 768.00
CITY OF SAN JOSE Total				$ 768.00
COLEBREIT ENGINEERING LLC	3/8/2024	4022558	210	$ 13,000.00
COLEBREIT ENGINEERING LLC Total				$ 13,000.00
COMPUTER-USING EDUCATORS INC	3/8/2024	4022604	060	$ 1,478.20
COMPUTER-USING EDUCATORS INC Total				$ 1,478.20
CORWIN	3/15/2024	4022664	060	$ 81.22
CORWIN Total				$ 81.22
COUNTY BUILDING MATERIALS INC.	3/22/2024	4022810	050	$ 596.62
COUNTY BUILDING MATERIALS INC. Total				$ 596.62
CREAM CO. LLC	3/1/2024	4022463	130	$ 19,477.85
	3/29/2024	4022953	130	$ 20,829.19
CREAM CO. LLC Total				$ 40,307.04
CREATIVE LEARNING AND	3/29/2024	4022915	060	$ 18,000.00
CREATIVE LEARNING AND Total				$ 18,000.00
CREATIVE LEARNING CENTER	3/29/2024	4022916	080	$ 16,688.00
CREATIVE LEARNING CENTER Total				$ 16,688.00
CROWN CASTLE INTERNATIONAL	3/15/2024	4022665	010	$ 2,964.84
CROWN CASTLE INTERNATIONAL Total				$ 2,964.84
CRYSTAL CREAMERY INC.	3/21/2024	4022753	130	$ 47,968.41
CRYSTAL CREAMERY INC. Total				$ 47,968.41
CSEA VICTORY CLUB	3/28/2024	4022887	010	$ 89.00
CSEA VICTORY CLUB Total				$ 89.00
CSU FULLERTON AUXILIARY	3/25/2024	4022865	010	$ 3,867.75
CSU FULLERTON AUXILIARY Total				$ 3,867.75
CSUF FOUNDATION	3/7/2024	4022521	010	$ 3,867.75
CSUF FOUNDATION Total				$ 3,867.75
DALE SCOTT & CO INC	3/15/2024	4022678	210	$ 5,450.00
DALE SCOTT & CO INC Total				$ 5,450.00
DANNIS WOLIVER KELLY	3/1/2024	4022483	010	$ 24,975.00
	3/22/2024	4022836	010	$ 26,044.50
DANNIS WOLIVER KELLY Total				$ 51,019.50

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DATA RECOGNITION CORPORATION	3/8/2024	4022605	010	$ 1,159.00
DATA RECOGNITION CORPORATION Total				**$ 1,159.00**
DAVID TAUSSIG & ASSOCIATES INC	3/8/2024	4022559	010	$ 2,219.64
DAVID TAUSSIG & ASSOCIATES INC Total				**$ 2,219.64**
DBA: PALACE BUSINESS SOLUTIONS	3/8/2024	4022533	010	$ 12,052.94
		4022560	010	$ 12,212.12
		4022562	010	$ 6,006.68
DBA: PALACE BUSINESS SOLUTIONS Total				**$ 30,271.74**
DBA:HAYES MANSION	3/12/2024	4022652	010	$ 7,182.46
DBA:HAYES MANSION Total				**$ 7,182.46**
DEBRA DRENNAN	3/8/2024	4022606	120	$ 2,000.00
	3/22/2024	4022768	120	$ 1,000.00
DEBRA DRENNAN Total				**$ 3,000.00**
DECKER INC.	3/22/2024	4022769	010	$ 659.26
DECKER INC. Total				**$ 659.26**
DELTA DENTAL	3/1/2024	4022505	670	$ 1,031.40
	3/29/2024	4022899	670	$ 1,031.40
DELTA DENTAL Total				**$ 2,062.80**
DINA SILVEIRA LOPES	3/15/2024	4022666	060	$ 285.43
DINA SILVEIRA LOPES Total				**$ 285.43**
DORA J. DOME	3/25/2024	4022866	060	$ 4,800.00
DORA J. DOME Total				**$ 4,800.00**
E.L. ACHIEVE INC.	3/1/2024	4022470	060	$ 7,854.00
	3/22/2024	4022770	060	$ 13,796.32
		4022852	060	$ 5,604.16
E.L. ACHIEVE INC. Total				**$ 27,254.48**
EAST BAY REFRIGERATION INC.	3/1/2024	4022423	130	$ 7,161.64
EAST BAY REFRIGERATION INC. Total				**$ 7,161.64**
EAST BAY RESTAURANT SUPPLY INC	3/22/2024	4022853	130	$ 1,592.91
	3/29/2024	4022980	060	$ 31,464.06
EAST BAY RESTAURANT SUPPLY INC Total				**$ 33,056.97**
EDGES ELECTRICAL GROUP LLC	3/8/2024	4022534	050	$ 401.91
	3/22/2024	4022811	050	$ 1,521.72
	3/29/2024	4022917	050	$ 62.16
EDGES ELECTRICAL GROUP LLC Total				**$ 1,985.79**
EDUCATION HOUSING PARTNERS INC	3/1/2024	4022484	210	$ 57,333.96
EDUCATION HOUSING PARTNERS INC Total				**$ 57,333.96**
EINSTEIN NOAH RESTAURANT	3/8/2024	4022535	010	$ 323.17
		4022573	010	$ 125.97
		4022607	060	$ 98.07
	3/1/2024	4022452	010	$ 633.81
	3/15/2024	4022667	010	$ 338.05
		4022679	010	$ 416.51
		4022712	010	$ 91.26
	3/22/2024	4022771	010	$ 476.80
	3/29/2024	4022900	010	$ 729.92
		4022918	060	$ 150.75
		4022954	010	$ 64.87
EINSTEIN NOAH RESTAURANT Total				**$ 3,449.18**
ELENA BARRON	3/1/2024	4022424	060	$ 560.35

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ELENA BARRON Total				**$ 560.35**
ELIZABETH MONTOYA MORALES	3/22/2024	4022837	010	$ 38.72
ELIZABETH MONTOYA MORALES Total				**$ 38.72**
ELIZABETH NUNEZ GUZMAN	3/11/2024	4022635	010	$ 31.88
ELIZABETH NUNEZ GUZMAN Total				**$ 31.88**
EMERIC BISBEE	3/15/2024	4022713	060	$ 451.23
EMERIC BISBEE Total				**$ 451.23**
EMILY BETH MCCHRISTIAN	3/15/2024	4022739	010	$ 462.91
EMILY BETH MCCHRISTIAN Total				**$ 462.91**
ERIN DEVINE	3/8/2024	4022608	080	$ 16,097.50
ERIN DEVINE Total				**$ 16,097.50**
ESTRELLITA	3/15/2024	4022696	010	$ 2,878.66
ESTRELLITA Total				**$ 2,878.66**
FACILITRON INC	3/8/2024	4022627	010	$ 4,630.50
	3/7/2024	4022524	010	$ 2,819.25
	3/22/2024	4022812	010	$ 100.80
FACILITRON INC Total				**$ 7,550.55**
FEDERAL EXPRESS	3/8/2024	4022536	010	$ 71.10
	3/1/2024	4022425	010	$ 118.57
	3/25/2024	4022867	010	$ 145.55
	3/29/2024	4022919	010	$ 74.29
FEDERAL EXPRESS Total				**$ 409.51**
FIERY GINGER FARM LLC	3/29/2024	4022901	130	$ 3,103.22
		4022981	130	$ 2,926.90
FIERY GINGER FARM LLC Total				**$ 6,030.12**
FIGUEROA, JAIME	3/8/2024	4022574	010	$ 77.13
FIGUEROA, JAIME Total				**$ 77.13**
FIRST BOOK	3/8/2024	4022609	010	$ 100.08
	3/22/2024	4022772	010	$ 456.27
	3/29/2024	4022920	010	$ 481.25
FIRST BOOK Total				**$ 1,037.60**
FIRST STUDENT INC.	3/1/2024	4022441	060	$ 1,118.47
		4022506	088	$ 1,483.97
	3/15/2024	4022714	060	$ 14,868.24
			088	$ 2,682.75
	3/22/2024	4022773	060	$ 935.00
	3/29/2024	4022902	060	$ 935.00
FIRST STUDENT INC. Total				**$ 22,023.43**
FOLEY & SONS INC	3/29/2024	4022894	010	$ 1,041.26
FOLEY & SONS INC Total				**$ 1,041.26**
FUSEN ZHANG	3/15/2024	4022740	010	$ 221.70
FUSEN ZHANG Total				**$ 221.70**
GARDA CL WEST	3/8/2024	4022610	010	$ 198.68
			130	$ 198.68
GARDA CL WEST Total				**$ 397.36**
GARDENLAND CENTER INC.	3/1/2024	4022492	050	$ 50.84
	3/15/2024	4022697	050	$ 950.13
GARDENLAND CENTER INC. Total				**$ 1,000.97**
GEINAH LIM NIERRA	3/1/2024	4022507	080	$ 43.13
	3/29/2024	4022921	080	$ 46.23

Vendor Name	Date	Warrant #	Fund	Sum of Amount
GEINAH LIM NIERRA Total				$ 89.36
GERARDO GARCIA GARCIA	3/11/2024	4022636	080	$ 90.88
GERARDO GARCIA GARCIA Total				$ 90.88
GIAN M. SARABIA	3/11/2024	4022637	010	$ 19.72
GIAN M. SARABIA Total				$ 19.72
GILBARCO INC.	3/1/2024	4022471	010	$ 1,581.83
GILBARCO INC. Total				$ 1,581.83
GOLD STAR FOODS	3/14/2024	4022657	130	$ 144,116.30
GOLD STAR FOODS Total				$ 144,116.30
GOMEZ, RIGOBERTO	3/11/2024	4022638	060	$ 121.12
GOMEZ, RIGOBERTO Total				$ 121.12
GREENESPORT ASSOCIATION	3/29/2024	4022922	010	$ 5,470.00
GREENESPORT ASSOCIATION Total				$ 5,470.00
GUITAR CENTER STORES INC.	3/29/2024	4022982	010	$ 164.05
GUITAR CENTER STORES INC. Total				$ 164.05
HARRY L. MURPHY INC.	3/22/2024	4022813	050	$ 1,800.00
HARRY L. MURPHY INC. Total				$ 1,800.00
HICKLEBEES INC	3/29/2024	4022903	010	$ 183.49
HICKLEBEES INC Total				$ 183.49
HILARIA BAUER	3/25/2024	4022872	010	$ 11,370.10
		4022873	010	$ 177,498.27
HILARIA BAUER Total				$ 188,868.37
HOME DEPOT U.S.A. INC.	3/8/2024	4022537	050	$ 217.82
	3/1/2024	4022493	050	$ 1,764.78
	3/15/2024	4022698	050	$ 1,560.87
		4022715	010	$ 674.30
	3/22/2024	4022827	050	$ 6,186.12
		4022854	010	$ 327.47
	3/29/2024	4022904	010	$ 163.12
		4022923	050	$ 919.03
HOME DEPOT U.S.A. INC. Total				$ 11,813.51
HOMERO PAULET	3/29/2024	4022983	010	$ 221.70
HOMERO PAULET Total				$ 221.70
HORIZON DISTRIBUTORS INC	3/1/2024	4022494	050	$ 718.46
	3/22/2024	4022814	050	$ 1,627.98
HORIZON DISTRIBUTORS INC Total				$ 2,346.44
HUIYING ZHANG	3/28/2024	4022876	010	$ 214.10
HUIYING ZHANG Total				$ 214.10
ICU TECHNOLOGIES INC	3/8/2024	4022628	060	$ 346,026.00
ICU TECHNOLOGIES INC Total				$ 346,026.00
IDN INC	3/22/2024	4022838	050	$ 205.68
	3/29/2024	4022969	050	$ 434.92
IDN INC Total				$ 640.60
INTERNATIONAL ASSOCIATION FOR	3/29/2024	4022955	060	$ 1,100.00
INTERNATIONAL ASSOCIATION FOR Total				$ 1,100.00
ITSAVVY LLC	3/8/2024	4022575	060	$ 6,960.63
ITSAVVY LLC Total				$ 6,960.63
J.W. PEPPER & SON INC.	3/29/2024	4022984	010	$ 314.91
			060	$ 121.40
J.W. PEPPER & SON INC. Total				$ 436.31

Vendor Name	Date	Warrant #	Fund	Sum of Amount
JACQUELINE MONTEJANO	3/29/2024	4022956	060	$ 225.31
JACQUELINE MONTEJANO Total				**$ 225.31**
JENNIFER SCHEXNAYDER	3/8/2024	4022611	120	$ 5,750.00
JENNIFER SCHEXNAYDER Total				**$ 5,750.00**
JENNIFER TIMMINS	3/8/2024	4022538	060	$ 42.88
	3/29/2024	4022957	060	$ 25.00
JENNIFER TIMMINS Total				**$ 67.88**
JESS FERNANDEZ	3/15/2024	4022699	050	$ 12,850.00
JESS FERNANDEZ Total				**$ 12,850.00**
JESSE M SERNA	3/1/2024	4022464	010	$ 1,200.00
JESSE M SERNA Total				**$ 1,200.00**
JESSICA HERNANDEZ	3/29/2024	4022924	060	$ 554.36
JESSICA HERNANDEZ Total				**$ 554.36**
JESUS L ARAUJO JR	3/8/2024	4022539	010	$ 164.93
		4022576	010	$ 250.00
	3/1/2024	4022426	010	$ 102.12
	3/15/2024	4022727	060	$ 287.70
		4022741	010	$ 169.75
JESUS L ARAUJO JR Total				**$ 974.50**
JILLIAN ROSE COSTA	3/15/2024	4022668	060	$ 220.00
JILLIAN ROSE COSTA Total				**$ 220.00**
JONATHAN ALEXANDER ALMERIDO	3/15/2024	4022742	010	$ 211.37
JONATHAN ALEXANDER ALMERIDO Total				**$ 211.37**
JONES SCHOOL SUPPLY CO. INC.	3/29/2024	4022958	088	$ 562.70
JONES SCHOOL SUPPLY CO. INC. Total				**$ 562.70**
JORDAN KNIGHTON ARCHITECTS INC	3/1/2024	4022485	210	$ 30,200.00
	3/15/2024	4022716	210	$ 12,495.00
JORDAN KNIGHTON ARCHITECTS INC Total				**$ 42,695.00**
JOSEPH MATTHEW MANLUCO	3/11/2024	4022639	010	$ 37.01
			060	$ 377.95
JOSEPH MATTHEW MANLUCO Total				**$ 414.96**
JULIO CESAR MORENO	3/8/2024	4022612	080	$ 1,461.47
JULIO CESAR MORENO Total				**$ 1,461.47**
KAISER PERMANENTE	3/1/2024	4022508	670	$ 396.09
	3/29/2024	4022905	670	$ 396.09
KAISER PERMANENTE Total				**$ 792.18**
KARI ELIZABETH ROEMER	3/29/2024	4022959	010	$ 24.95
KARI ELIZABETH ROEMER Total				**$ 24.95**
KATRINA VALDEZ	3/8/2024	4022613	060	$ 9,207.45
KATRINA VALDEZ Total				**$ 9,207.45**
KATRINA ZHANG	3/1/2024	4022472	130	$ 159.51
	3/22/2024	4022761	130	$ 63.85
KATRINA ZHANG Total				**$ 223.36**
KEENAN & ASSOCIATES	3/8/2024	4022577	670	$ 112,363.00
		4022578	670	$ 11,143.00
KEENAN & ASSOCIATES Total				**$ 123,506.00**
KEVIN DAVID WEBSTER	3/8/2024	4022579	080	$ 57.62
KEVIN DAVID WEBSTER Total				**$ 57.62**
KHAI Q. TRAN	3/22/2024	4022815	050	$ 4,800.00
KHAI Q. TRAN Total				**$ 4,800.00**

Vendor Name	Date	Warrant #	Fund		Sum of Amount
KIDANGO INC.	3/22/2024	4022839	120	$	129,922.21
KIDANGO INC. Total				**$**	**129,922.21**
KIMBERLY H SIMON	3/29/2024	4022960	010	$	34.10
KIMBERLY H SIMON Total				**$**	**34.10**
KIPP HEARTWOOD ACADEMY	3/29/2024	4022961	010	$	159,834.00
KIPP HEARTWOOD ACADEMY Total				**$**	**159,834.00**
KIPP PRIZE PREPARATORY ACADEMY	3/29/2024	4022962	010	$	151,299.00
KIPP PRIZE PREPARATORY ACADEMY Total				**$**	**151,299.00**
LAKESHORE EQUIPMENT COMPANY	3/8/2024	4022540	010	$	198.13
		4022580	010	$	117.31
	3/1/2024	4022427	010	$	243.11
			060	$	248.33
		4022442	010	$	198.99
		4022473	010	$	532.32
		4022509	010	$	198.40
	3/15/2024	4022669	010	$	79.34
		4022680	010	$	305.46
	3/22/2024	4022774	010	$	1,720.48
			060	$	116.51
		4022855	010	$	466.01
	3/29/2024	4022906	010	$	531.13
		4022925	010	$	831.85
			060	$	10,838.16
		4022970	010	$	5,385.87
LAKESHORE EQUIPMENT COMPANY Total				**$**	**22,011.40**
LANGUAGE PEOPLE INC	3/8/2024	4022541	010	$	1,555.28
	3/1/2024	4022428	010	$	1,192.66
	3/22/2024	4022845	010	$	8,038.83
LANGUAGE PEOPLE INC Total				**$**	**10,786.77**
LATOYA BROWN	3/8/2024	4022542	010	$	21.76
LATOYA BROWN Total				**$**	**21.76**
LAURA JANE HINSCH BEDARD	3/8/2024	4022581	010	$	69.12
LAURA JANE HINSCH BEDARD Total				**$**	**69.12**
LAURA MARISCAL LOPEZ	3/22/2024	4022762	130	$	51.93
LAURA MARISCAL LOPEZ Total				**$**	**51.93**
LAURA MARTINEZ CERVANTES	3/29/2024	4022963	130	$	54.94
LAURA MARTINEZ CERVANTES Total				**$**	**54.94**
LAURIE ANN HERSEY	3/11/2024	4022640	088	$	49.95
	3/15/2024	4022700	060	$	145.64
LAURIE ANN HERSEY Total				**$**	**195.59**
LEAL & TREJO APC	3/25/2024	4022871	010	$	255,000.00
LEAL & TREJO APC Total				**$**	**255,000.00**
LEO'S COMMERCIAL TIRE INC	3/1/2024	4022495	050	$	1,391.46
	3/29/2024	4022971	050	$	200.00
LEO'S COMMERCIAL TIRE INC Total				**$**	**1,591.46**
LET'S TRAVEL	3/1/2024	4022453	010	$	7,835.16
			060	$	13,005.63
LET'S TRAVEL Total				**$**	**20,840.79**
LIFELINE SALES CORP	3/21/2024	4022754	130	$	58,102.42
LIFELINE SALES CORP Total				**$**	**58,102.42**

Vendor Name	Date	Warrant #	Fund		Sum of Amount
LINDA LOPEZ CHAVEZ	3/15/2024	4022728	010	$	69.51
LINDA LOPEZ CHAVEZ Total				**$**	**69.51**
LITTLE HEROES	3/20/2024	4022751	010	$	17,100.00
			060	$	33,900.00
LITTLE HEROES Total				**$**	**51,000.00**
LMZ INC.	3/29/2024	4022985	060	$	271.74
LMZ INC. Total				**$**	**271.74**
LOWES COMPANIES INC.	3/22/2024	4022816	050	$	1,126.63
LOWES COMPANIES INC. Total				**$**	**1,126.63**
LOZANO SMITH LLP	3/22/2024	4022801	010	$	7,180.50
			080	$	4,950.00
LOZANO SMITH LLP Total				**$**	**12,130.50**
LYNN MATTSON	3/28/2024	4022877	060	$	126.00
LYNN MATTSON Total				**$**	**126.00**
MAI T. TRAN	3/11/2024	4022641	010	$	27.90
MAI T. TRAN Total				**$**	**27.90**
MANSON WESTERN CORPORATION	3/8/2024	4022582	080	$	579.39
	3/1/2024	4022429	080	$	481.28
	3/22/2024	4022856	080	$	1,512.36
MANSON WESTERN CORPORATION Total				**$**	**2,573.03**
MARIA CARMELITA PEREZ SUAREZ	3/15/2024	4022670	060	$	208.01
MARIA CARMELITA PEREZ SUAREZ Total				**$**	**208.01**
MARIA CARMINA OROZCO	3/14/2024	4022656	010	$	97.82
MARIA CARMINA OROZCO Total				**$**	**97.82**
MARIA DE JESUS ESPINOZA	3/1/2024	4022430	010	$	53.60
MARIA DE JESUS ESPINOZA Total				**$**	**53.60**
MARIA JESUS MARTINEZ	3/15/2024	4022729	210	$	130.48
MARIA JESUS MARTINEZ Total				**$**	**130.48**
MARIA S LIMA	3/22/2024	4022817	060	$	89.73
MARIA S LIMA Total				**$**	**89.73**
MATTHEW SMITH	3/11/2024	4022642	010	$	1.39
MATTHEW SMITH Total				**$**	**1.39**
MATTHEW WARNER	3/8/2024	4022583	010	$	192.10
MATTHEW WARNER Total				**$**	**192.10**
MAXIM HEALTHCARE SERVICES	3/8/2024	4022629	010	$	7,415.20
	3/1/2024	4022465	010	$	6,535.10
	3/15/2024	4022671	080	$	156,600.26
		4022734	060	$	38,350.00
			080	$	151,590.46
	3/22/2024	4022775	010	$	3,828.50
	3/29/2024	4022926	010	$	4,049.50
MAXIM HEALTHCARE SERVICES Total				**$**	**368,369.02**
MCKINLEY ELEVATOR CORPORATION	3/22/2024	4022818	050	$	400.00
MCKINLEY ELEVATOR CORPORATION Total				**$**	**400.00**
METLIFE SMALL MARKET	3/8/2024	4022584	010	$	2,409.19
METLIFE SMALL MARKET Total				**$**	**2,409.19**
MID AMERICA ADMINISTRATION	3/28/2024	4022888	010	$	8,096.12
MID AMERICA ADMINISTRATION Total				**$**	**8,096.12**
MIKE DOUSHGOUNIAN	3/8/2024	4022614	050	$	12,723.44
MIKE DOUSHGOUNIAN Total				**$**	**12,723.44**

Vendor Name	Date	Warrant #	Fund	Sum of Amount
MIKES SHY NON SHIRTS INC.	3/1/2024	4022510	010	$ 1,849.14
	3/29/2024	4022986	010	$ 8,317.96
MIKES SHY NON SHIRTS INC. Total				**$ 10,167.10**
MONARCH TRUCK SERVICE	3/15/2024	4022743	010	$ 254.44
		4022749	060	$ 94,401.22
	3/22/2024	4022840	010	$ 168.60
	3/29/2024	4022964	010	$ 186.38
MONARCH TRUCK SERVICE Total				**$ 95,010.64**
MURPHY, EMMA	3/11/2024	4022643	010	$ 32.23
MURPHY, EMMA Total				**$ 32.23**
MUS VIL INC.	3/8/2024	4022543	010	$ 170.55
		4022544	010	$ 50.00
	3/29/2024	4022927	010	$ 206.41
MUS VIL INC. Total				**$ 426.96**
MUSIC IS ELEMENTARY INC.	3/1/2024	4022474	010	$ 180.78
MUSIC IS ELEMENTARY INC. Total				**$ 180.78**
NADIA G MIRANDA	3/22/2024	4022763	130	$ 50.25
NADIA G MIRANDA Total				**$ 50.25**
NANCY ANN HADDOX	3/29/2024	4022907	010	$ 590.63
NANCY ANN HADDOX Total				**$ 590.63**
NASCO EDUCATION LLC	3/8/2024	4022585	010	$ 1,689.59
	3/29/2024	4022908	010	$ 706.62
NASCO EDUCATION LLC Total				**$ 2,396.21**
NATIONAL ASSOCIATION FOR THE	3/11/2024	4022644	060	$ 298.44
NATIONAL ASSOCIATION FOR THE Total				**$ 298.44**
NATUREBRIDGE	3/8/2024	4022615	060	$ 864.40
NATUREBRIDGE Total				**$ 864.40**
NCS PEARSON INC.	3/1/2024	4022431	080	$ 1,358.05
		4022443	080	$ 387.45
	3/15/2024	4022681	080	$ 29.60
	3/29/2024	4022987	080	$ 838.48
NCS PEARSON INC. Total				**$ 2,613.58**
NGUYEN, TERESA	3/11/2024	4022645	010	$ 344.55
NGUYEN, TERESA Total				**$ 344.55**
NINYO & MOORE GEOTECHNICAL AND	3/1/2024	4022444	210	$ 1,502.25
NINYO & MOORE GEOTECHNICAL AND Total				**$ 1,502.25**
NO TEARS LEARNING INC.	3/15/2024	4022701	060	$ 5,848.31
NO TEARS LEARNING INC. Total				**$ 5,848.31**
NOR CAL FUNDRAISING	3/22/2024	4022794	088	$ 9,030.00
NOR CAL FUNDRAISING Total				**$ 9,030.00**
O.T. EPOXY FLOORS INC.	3/21/2024	4022756	210	$ 59,990.00
O.T. EPOXY FLOORS INC. Total				**$ 59,990.00**
OCCUPATIONAL HEALTH CTR OF CA	3/1/2024	4022466	010	$ 59.00
	3/15/2024	4022682	010	$ 59.00
OCCUPATIONAL HEALTH CTR OF CA Total				**$ 118.00**
OFFICE DEPOT BUSINESS SOLUTION	3/8/2024	4022617	010	$ 2,296.12
			060	$ 281.60
	3/1/2024	4022475	010	$ 2,258.23
		4022486	010	$ 1,532.43
			210	$ 87.43

Vendor Name	Date	Warrant #	Fund		Sum of Amount
OFFICE DEPOT BUSINESS SOLUTION	3/15/2024	4022672	010	$	675.60
		4022683	010	$	2,375.67
	3/22/2024	4022759	010	$	1,757.43
			130	$	163.60
			210	$	42.10
		4022764	010	$	3,527.21
		4022776	010	$	1,458.38
		4022795	010	$	2,292.24
		4022796	010	$	1,416.74
			080	$	741.12
		4022797	010	$	1,735.65
			210	$	38.82
		4022798	010	$	2,822.03
		4022819	010	$	1,252.53
		4022828	010	$	3,473.67
	3/29/2024	4022895	010	$	4,615.23
		4022928	010	$	1,527.68
			130	$	97.78
		4022965	010	$	2,061.89
			060	$	701.77
		4022972	010	$	2,424.19
			060	$	1,674.63
OFFICE DEPOT BUSINESS SOLUTION Total				**$**	**43,331.77**
OLYMPIC TROPHY	3/15/2024	4022717	060	$	284.55
	3/29/2024	4022929	010	$	238.98
OLYMPIC TROPHY Total				**$**	**523.53**
ONE IDENTITY LP	3/8/2024	4022618	010	$	26,723.00
ONE IDENTITY LP Total				**$**	**26,723.00**
ONE STONE APPAREL INC.	3/1/2024	4022445	060	$	2,484.38
	3/15/2024	4022718	010	$	4,152.90
	3/22/2024	4022857	010	$	1,023.13
	3/29/2024	4022930	088	$	615.00
ONE STONE APPAREL INC. Total				**$**	**8,275.41**
O'REILLY AUTOMOTIVE STORES INC	3/8/2024	4022616	010	$	612.86
O'REILLY AUTOMOTIVE STORES INC Total				**$**	**612.86**
OTC DIRECT INC	3/8/2024	4022586	088	$	953.31
	3/1/2024	4022432	010	$	30.59
		4022476	010	$	696.71
	3/15/2024	4022735	088	$	488.38
	3/22/2024	4022777	010	$	596.04
			060	$	456.83
			088	$	300.34
		4022858	010	$	388.31
	3/29/2024	4022909	010	$	307.75
		4022988	010	$	232.37
OTC DIRECT INC Total				**$**	**4,450.63**
PACIFIC EDUCATORS INC.	3/28/2024	4022889	010	$	33.18
PACIFIC EDUCATORS INC. Total				**$**	**33.18**
PACIFIC METRO ELECTRIC, INC	3/8/2024	4022587	210	$	1,734.70
PACIFIC METRO ELECTRIC, INC Total				**$**	**1,734.70**

Vendor Name	Date	Warrant #	Fund	Sum of Amount
PARTRIDGE CONSULTING INC.	3/1/2024	4022511	080	$ 6,000.00
PARTRIDGE CONSULTING INC. Total				**$ 6,000.00**
PATRICIA RODRIGUEZ	3/8/2024	4022588	010	$ 41.05
PATRICIA RODRIGUEZ Total				**$ 41.05**
PERMANENT FOOD SYSTEMS INC.	3/8/2024	4022545	130	$ 8,861.40
	3/15/2024	4022719	130	$ 6,633.70
	3/22/2024	4022841	130	$ 6,222.50
	3/29/2024	4022989	130	$ 5,736.85
PERMANENT FOOD SYSTEMS INC. Total				**$ 27,454.45**
PERRIN BERNANRD SUPOWITZ	3/21/2024	4022755	130	$ 18,658.86
PERRIN BERNANRD SUPOWITZ Total				**$ 18,658.86**
PG&E	3/1/2024	4022477	010	$ 68.94
	3/7/2024	4022522	010	$ 241,673.07
	3/29/2024	4022990	010	$ 68.90
PG&E Total				**$ 241,810.91**
PIZZA MARIA	3/1/2024	4022454	060	$ 335.00
	3/22/2024	4022778	060	$ 491.49
PIZZA MARIA Total				**$ 826.49**
PLAY THERAPY SUPPLY LLC	3/29/2024	4022991	010	$ 108.25
PLAY THERAPY SUPPLY LLC Total				**$ 108.25**
PLAYCORE WISCONSIN INC.	3/1/2024	4022433	050	$ 4,311.80
PLAYCORE WISCONSIN INC. Total				**$ 4,311.80**
POSITIVE PROMOTIONS INC	3/22/2024	4022802	010	$ 489.87
POSITIVE PROMOTIONS INC Total				**$ 489.87**
PRE-PAID LEGAL SERVICES INC.	3/28/2024	4022890	010	$ 242.76
PRE-PAID LEGAL SERVICES INC. Total				**$ 242.76**
PRO-ED	3/15/2024	4022702	080	$ 114.60
PRO-ED Total				**$ 114.60**
PROJECT SUPPORT SERVICES INC	3/15/2024	4022720	210	$ 22,353.00
PROJECT SUPPORT SERVICES INC Total				**$ 22,353.00**
PRSA INC	3/15/2024	4022684	010	$ 183.70
PRSA INC Total				**$ 183.70**
PSYCHED SERVICES	3/29/2024	4022931	080	$ 7,450.00
PSYCHED SERVICES Total				**$ 7,450.00**
QI QIU	3/8/2024	4022546	060	$ 991.77
QI QIU Total				**$ 991.77**
QUADIENT FINANCE USA, INC.	3/1/2024	4022512	010	$ 10,060.00
QUADIENT FINANCE USA, INC. Total				**$ 10,060.00**
QUADIENT, INC.	3/25/2024	4022868	010	$ 576.85
	3/29/2024	4022932	010	$ 576.85
QUADIENT, INC. Total				**$ 1,153.70**
RAFAEL PAREDES	3/8/2024	4022589	080	$ 36.18
RAFAEL PAREDES Total				**$ 36.18**
RANDALL E. KLEIN	3/8/2024	4022563	010	$ 528.00
RANDALL E. KLEIN Total				**$ 528.00**
RAYMOND GEDDES & CO. INC.	3/22/2024	4022779	088	$ 570.69
RAYMOND GEDDES & CO. INC. Total				**$ 570.69**
READ NATURALLY INC	3/15/2024	4022685	060	$ 4,513.57
READ NATURALLY INC Total				**$ 4,513.57**
REALLY GOOD STUFF LLC	3/1/2024	4022478	010	$ 557.32

Vendor Name	Date	Warrant #	Fund		Sum of Amount
REALLY GOOD STUFF LLC	3/15/2024	4022744	010	$	209.68
	3/29/2024	4022933	010	$	211.89
REALLY GOOD STUFF LLC Total				**$**	**978.89**
RECOLOGY SOUTH BAY	3/8/2024	4022590	010	$	1,392.21
	3/7/2024	4022523	010	$	18,473.91
RECOLOGY SOUTH BAY Total				**$**	**19,866.12**
REHON & ROBERTS APC	3/1/2024	4022455	010	$	(2,976.42)
			210	$	59,338.54
	3/29/2024	4022973	010	$	48,251.40
			210	$	912.65
		4022992	010	$	13,765.50
REHON & ROBERTS APC Total				**$**	**119,291.67**
RESOURCE AREA FOR TEACHERS	3/8/2024	4022619	010	$	1,600.00
	3/1/2024	4022456	010	$	3,200.00
	3/15/2024	4022703	060	$	38.88
	3/29/2024	4022910	010	$	197.73
		4022934	010	$	7,075.00
			060	$	7,325.00
RESOURCE AREA FOR TEACHERS Total				**$**	**19,436.61**
RFC WIRELESS INC	3/1/2024	4022434	010	$	280.67
RFC WIRELESS INC Total				**$**	**280.67**
RIPCORD INC	3/22/2024	4022780	010	$	17,500.00
RIPCORD INC Total				**$**	**17,500.00**
RIVAS, KAREEN	3/29/2024	4022935	060	$	225.00
RIVAS, KAREEN Total				**$**	**225.00**
RO HEALTH INC.	3/1/2024	4022467	010	$	33,870.97
RO HEALTH INC. Total				**$**	**33,870.97**
ROBLES, VERONICA	3/29/2024	4022993	060	$	11.98
ROBLES, VERONICA Total				**$**	**11.98**
ROCHESTER 100 INC.	3/8/2024	4022591	010	$	515.44
ROCHESTER 100 INC. Total				**$**	**515.44**
ROCKETSHIP FUERZA	3/29/2024	4022966	010	$	185,242.00
ROCKETSHIP FUERZA Total				**$**	**185,242.00**
ROCKETSHIP SI SE PUEDE	3/29/2024	4022967	010	$	109,401.00
ROCKETSHIP SI SE PUEDE Total				**$**	**109,401.00**
RODAN BUILDERS INC.	3/15/2024	4022721	210	$	769,029.17
RODAN BUILDERS INC. Total				**$**	**769,029.17**
RODAN ENTERPRISES INC.	3/1/2024	4022457	010	$	1,913.81
	3/29/2024	4022936	010	$	417.00
RODAN ENTERPRISES INC. Total				**$**	**2,330.81**
ROLLINS INC.	3/1/2024	4022496	050	$	819.96
ROLLINS INC. Total				**$**	**819.96**
ROSIO DELUNA	3/15/2024	4022673	080	$	36.18
	3/29/2024	4022937	080	$	31.49
ROSIO DELUNA Total				**$**	**67.67**
ROUND TABLE PIZZA	3/1/2024	4022446	010	$	157.46
ROUND TABLE PIZZA Total				**$**	**157.46**
S&S WORLDWIDE INC	3/15/2024	4022704	010	$	502.60
S&S WORLDWIDE INC Total				**$**	**502.60**
SABINA MURESAN	3/1/2024	4022435	010	$	16.08

Vendor Name	Date	Warrant #	Fund	Sum of Amount
SABINA MURESAN Total				$ 16.08
SABRE BACKFLOW INC	3/1/2024	4022497	050	$ 313.64
SABRE BACKFLOW INC Total				$ 313.64
SAN JOSE CHARTERS INC	3/8/2024	4022547	060	$ 4,335.00
	3/29/2024	4022938	060	$ 1,240.00
SAN JOSE CHARTERS INC Total				$ 5,575.00
SAN JOSE WATER COMPANY	3/11/2024	4022646	010	$ 45,559.08
SAN JOSE WATER COMPANY Total				$ 45,559.08
SAN MATEO COUNTY SCHOOLS	3/7/2024	4022525	670	$ 248,847.22
SAN MATEO COUNTY SCHOOLS Total				$ 248,847.22
SANDRA F FAUSTINA GARCIA	3/8/2024	4022548	010	$ 46.74
SANDRA F FAUSTINA GARCIA Total				$ 46.74
SANDRA SARMIENTO	3/11/2024	4022647	010	$ 60.00
SANDRA SARMIENTO Total				$ 60.00
SANTA CLARA COUNTY OFFICE OF	3/8/2024	4022630	010	$ 6,603.98
			060	$ 5,876.02
	3/1/2024	4022458	010	$ 638.35
		4022519	060	$ 23,440.00
	3/22/2024	4022781	060	$ 19,810.01
SANTA CLARA COUNTY OFFICE OF Total				$ 56,368.36
SANTA CRUZ COUNTY OFFICE OF ED	3/29/2024	4022939	060	$ 15,000.00
SANTA CRUZ COUNTY OFFICE OF ED Total				$ 15,000.00
SARA MEZA PADILLA	3/15/2024	4022745	010	$ 86.07
SARA MEZA PADILLA Total				$ 86.07
SAVE MART SUPERMARKETS	3/8/2024	4022549	080	$ 399.61
	3/15/2024	4022722	080	$ 199.54
	3/22/2024	4022782	010	$ 298.66
		4022803	010	$ 200.00
			080	$ 196.35
SAVE MART SUPERMARKETS Total				$ 1,294.16
SCHOLASTIC BOOK FAIRS	3/8/2024	4022550	088	$ 2,007.00
	3/15/2024	4022686	088	$ 3,755.97
SCHOLASTIC BOOK FAIRS Total				$ 5,762.97
SCHOLASTIC INC.	3/22/2024	4022783	010	$ 161.78
	3/29/2024	4022940	060	$ 650.77
		4022994	010	$ 63.38
SCHOLASTIC INC. Total				$ 875.93
SCHOOL HEALTH CORPORATION	3/29/2024	4022995	080	$ 53.40
SCHOOL HEALTH CORPORATION Total				$ 53.40
SCHOOL NURSE SUPPLY INC.	3/1/2024	4022436	010	$ 73.11
	3/22/2024	4022784	010	$ 296.93
		4022859	010	$ 1,729.52
	3/29/2024	4022941	010	$ 572.03
		4022996	010	$ 277.23
SCHOOL NURSE SUPPLY INC. Total				$ 2,948.82
SCHOOL SERVICES OF CALIFORNIA	3/1/2024	4022513	010	$ 975.00
	3/15/2024	4022687	010	$ 650.00
SCHOOL SERVICES OF CALIFORNIA Total				$ 1,625.00
SCIENCE FROM SCIENTISTS INC.	3/8/2024	4022551	060	$ 5,000.00
		4022620	060	$ 5,000.00

Vendor Name	Date	Warrant #	Fund	Sum of Amount
SCIENCE FROM SCIENTISTS INC. Total				$ 10,000.00
SECOND START LEARNING	3/1/2024	4022514	080	$ 9,451.00
	3/15/2024	4022688	080	$ 14,275.00
SECOND START LEARNING Total				$ 23,726.00
SECURITY ALERT SYSTEMS	3/22/2024	4022820	010	$ 12,900.00
SECURITY ALERT SYSTEMS Total				$ 12,900.00
SECURITY CONTRACTOR SERVICES	3/1/2024	4022498	050	$ 165.51
	3/22/2024	4022821	050	$ 548.35
SECURITY CONTRACTOR SERVICES Total				$ 713.86
SELF INSURED SCHOOLS OF	3/7/2024	4022526	670	$ 918,326.00
SELF INSURED SCHOOLS OF Total				$ 918,326.00
SERVICE STATION SYSTEMS	3/22/2024	4022804	010	$ (2,200.00)
			050	$ 5,790.00
		4022860	050	$ 275.00
	3/29/2024	4022942	010	$ 107.98
SERVICE STATION SYSTEMS Total				$ 3,972.98
SFCC INTERMEDIATEHOLDINGS INC	3/1/2024	4022479	010	$ 199.53
		4022515	010	$ 153.22
	3/15/2024	4022723	010	$ 137.75
	3/22/2024	4022785	010	$ 326.10
			088	$ 98.23
	3/29/2024	4022943	010	$ 287.21
SFCC INTERMEDIATEHOLDINGS INC Total				$ 1,202.04
SHARED PLATE STRATEGIES LLC	3/15/2024	4022724	130	$ 4,563.00
	3/22/2024	4022786	130	$ 2,094.00
SHARED PLATE STRATEGIES LLC Total				$ 6,657.00
SHARKS MINOR HOLDINGS LLC	3/1/2024	4022447	060	$ 3,900.00
SHARKS MINOR HOLDINGS LLC Total				$ 3,900.00
SHAYLYN NORENE ORDAZ	3/1/2024	4022437	010	$ 54.94
SHAYLYN NORENE ORDAZ Total				$ 54.94
SHAYNE SORIANO	3/15/2024	4022705	060	$ 162.35
SHAYNE SORIANO Total				$ 162.35
SIXTH DIMENSION PMCM INC	3/1/2024	4022487	210	$ 55,642.50
	3/22/2024	4022842	210	$ 15,761.75
	3/29/2024	4022997	210	$ 14,409.50
SIXTH DIMENSION PMCM INC Total				$ 85,813.75
SOCIAL AND ENVIRONMENTAL	3/22/2024	4022787	060	$ 1,100.00
SOCIAL AND ENVIRONMENTAL Total				$ 1,100.00
SOFTCHOICE CORPORATION	3/15/2024	4022746	010	$ 75,070.69
SOFTCHOICE CORPORATION Total				$ 75,070.69
SORENSEN, SOFIA	3/11/2024	4022648	010	$ 113.07
SORENSEN, SOFIA Total				$ 113.07
SOUTHERN COUNTIES LUBRICANTS	3/15/2024	4022674	010	$ 17,513.91
SOUTHERN COUNTIES LUBRICANTS Total				$ 17,513.91
SPEECH CORNER LLC	3/29/2024	4022911	010	$ 152.96
SPEECH CORNER LLC Total				$ 152.96
SPURR	3/15/2024	4022736	010	$ 21,505.25
SPURR Total				$ 21,505.25
SQUARE GROVE LLC	3/15/2024	4022706	080	$ 1,530.16
SQUARE GROVE LLC Total				$ 1,530.16

Vendor Name	Date	Warrant #	Fund	Sum of Amount
STANDARD INSURANCE CO.	3/28/2024	4022891	010	$ 17,651.97
STANDARD INSURANCE CO. Total				**$ 17,651.97**
STARFALL EDUCATION FOUNDATION	3/15/2024	4022707	010	$ 65.85
	3/22/2024	4022805	010	$ 195.00
	3/29/2024	4022912	060	$ 355.00
STARFALL EDUCATION FOUNDATION Total				**$ 615.85**
STATE OF CALIFORNIA	3/25/2024	4022869	010	$ 2,178.00
STATE OF CALIFORNIA Total				**$ 2,178.00**
STEPHANIE BANH PHUNG	3/8/2024	4022552	010	$ 435.80
STEPHANIE BANH PHUNG Total				**$ 435.80**
STEVEN WAYNE DOTY	3/28/2024	4022878	050	$ 1,453.59
	3/29/2024	4022944	050	$ 140.00
STEVEN WAYNE DOTY Total				**$ 1,593.59**
STLR CORPORATION	3/15/2024	4022689	010	$ 4,902.50
STLR CORPORATION Total				**$ 4,902.50**
STUDIO W ASSOCIATES INC.	3/8/2024	4022561	210	$ 20,468.75
STUDIO W ASSOCIATES INC. Total				**$ 20,468.75**
SUCCESSFUL INNOVATIONS INC.	3/28/2024	4022879	010	$ 220.47
SUCCESSFUL INNOVATIONS INC. Total				**$ 220.47**
SUNBELT RENTALS INC.	3/1/2024	4022499	050	$ 459.72
	3/22/2024	4022822	050	$ 3,210.26
SUNBELT RENTALS INC. Total				**$ 3,669.98**
SUPER DUPER INC	3/22/2024	4022788	060	$ 398.96
SUPER DUPER INC Total				**$ 398.96**
SUSAN BROPHY	3/8/2024	4022553	010	$ 75.00
SUSAN BROPHY Total				**$ 75.00**
SVA ARCHITECTS INC.	3/1/2024	4022448	210	$ 2,855.75
SVA ARCHITECTS INC. Total				**$ 2,855.75**
SYSCO SAN FRANCISCO INC.	3/14/2024	4022658	130	$ 13,064.26
SYSCO SAN FRANCISCO INC. Total				**$ 13,064.26**
TARA CELENE BICKFORD	3/8/2024	4022592	060	$ 254.50
TARA CELENE BICKFORD Total				**$ 254.50**
TARGET SPECIALTY PRODUCTS	3/1/2024	4022500	050	$ 1,389.18
TARGET SPECIALTY PRODUCTS Total				**$ 1,389.18**
TAYMARK	3/22/2024	4022789	010	$ 1,946.28
TAYMARK Total				**$ 1,946.28**
TEACHER CREATED MATERIALS INC.	3/1/2024	4022459	060	$ 5,500.00
	3/15/2024	4022708	060	$ 5,500.00
TEACHER CREATED MATERIALS INC. Total				**$ 11,000.00**
TEACHER SYNERGY LLC	3/8/2024	4022593	060	$ 1,900.00
TEACHER SYNERGY LLC Total				**$ 1,900.00**
TEAMSTERS LOCAL #150	3/28/2024	4022892	010	$ 10,761.00
TEAMSTERS LOCAL #150 Total				**$ 10,761.00**
TEAMSTERS MANAGED TRUST FUNDS	3/8/2024	4022594	670	$ 237,611.00
TEAMSTERS MANAGED TRUST FUNDS Total				**$ 237,611.00**
TEATRO VISION DE SAN JOSE	3/22/2024	4022843	060	$ 280.00
TEATRO VISION DE SAN JOSE Total				**$ 280.00**
TEREASA BARRETT SMITH	3/8/2024	4022595	010	$ 152.85
	3/1/2024	4022480	088	$ 77.45
TEREASA BARRETT SMITH Total				**$ 230.30**

Vendor Name	Date	Warrant #	Fund	Sum of Amount
TERESA N DECELLES	3/8/2024	4022596	010	$ 186.31
TERESA N DECELLES Total				**$ 186.31**
TEXAS LIFE INSURANCE	3/28/2024	4022893	010	$ 6,905.28
TEXAS LIFE INSURANCE Total				**$ 6,905.28**
THAO DUONG	3/15/2024	4022730	080	$ 589.27
THAO DUONG Total				**$ 589.27**
THAO THI THU DOAN	3/1/2024	4022516	060	$ 500.00
THAO THI THU DOAN Total				**$ 500.00**
THE AUDACITY PERFORMING ARTS	3/29/2024	4022945	060	$ 6,000.00
THE AUDACITY PERFORMING ARTS Total				**$ 6,000.00**
THE CITY PEACE PROJECT	3/1/2024	4022501	060	$ 1,500.00
	3/22/2024	4022806	010	$ 8,000.00
	3/29/2024	4022946	010	$ 8,000.00
THE CITY PEACE PROJECT Total				**$ 17,500.00**
THE CREEKSIDE SCHOOL	3/15/2024	4022690	080	$ 10,805.00
THE CREEKSIDE SCHOOL Total				**$ 10,805.00**
THE DANIELSEN COMPANY	3/14/2024	4022659	130	$ 37,123.09
THE DANIELSEN COMPANY Total				**$ 37,123.09**
THE ENVISIONEERS INC	3/8/2024	4022597	060	$ 142,954.00
THE ENVISIONEERS INC Total				**$ 142,954.00**
THE HOWARD UNIVERSITY	3/28/2024	4022880	010	$ 875.00
THE HOWARD UNIVERSITY Total				**$ 875.00**
THE PROPHET CORPORATION	3/1/2024	4022481	010	$ 433.30
	3/15/2024	4022709	010	$ 860.92
	3/22/2024	4022861	010	$ 3,719.25
THE PROPHET CORPORATION Total				**$ 5,013.47**
THINK TOGETHER	3/8/2024	4022554	060	$ 366,818.20
		4022621	120	$ 90,850.88
	3/1/2024	4022517	060	$ 164,064.18
THINK TOGETHER Total				**$ 621,733.26**
THOMSON REUTERS - WEST	3/22/2024	4022790	010	$ 280.00
THOMSON REUTERS - WEST Total				**$ 280.00**
TIME LLC	3/29/2024	4022998	010	$ 93.75
TIME LLC Total				**$ 93.75**
TINA MARIE SANDERS	3/1/2024	4022482	130	$ 133.33
TINA MARIE SANDERS Total				**$ 133.33**
TONNI CORDANI	3/22/2024	4022844	010	$ 1,920.00
TONNI CORDANI Total				**$ 1,920.00**
TUAN Q. DAM	3/11/2024	4022649	010	$ 50.02
TUAN Q. DAM Total				**$ 50.02**
TURF STAR	3/8/2024	4022555	050	$ 492.94
	3/1/2024	4022502	050	$ 211.94
	3/29/2024	4022974	050	$ 4,472.40
TURF STAR Total				**$ 5,177.28**
U.S. BANK	3/18/2024	4022750	010	$ 5,598.94
			130	$ 71.74
			210	$ 4,741.44
	3/25/2024	4022870	010	$ 1,151.31
			060	$ 468.00
U.S. BANK Total				**$ 12,031.43**

Vendor Name	Date	Warrant #	Fund	Sum of Amount
UBEO MIDCO LLC	3/15/2024	4022731	010	$ 151.61
UBEO MIDCO LLC Total				**$ 151.61**
ULINE INC	3/22/2024	4022791	010	$ 698.72
ULINE INC Total				**$ 698.72**
UNITED PARCEL SERVICE	3/8/2024	4022622	010	$ 139.30
UNITED PARCEL SERVICE Total				**$ 139.30**
UNITED REFRIGERATION INC.	3/8/2024	4022556	050	$ 510.47
	3/22/2024	4022823	050	$ 1,333.72
UNITED REFRIGERATION INC. Total				**$ 1,844.19**
VARITRONICS LLC	3/22/2024	4022862	010	$ 2,001.47
VARITRONICS LLC Total				**$ 2,001.47**
VERIZON COMMUNICATIONS INC.	3/8/2024	4022564	010	$ 13,598.94
		4022623	010	$ 89.59
	3/15/2024	4022747	010	$ 4,228.48
VERIZON COMMUNICATIONS INC. Total				**$ 17,917.01**
VILLASENOR MARIA	3/11/2024	4022650	010	$ 24.99
VILLASENOR MARIA Total				**$ 24.99**
VISTA CENTER FOR THE BLIND &	3/15/2024	4022691	080	$ 617.50
VISTA CENTER FOR THE BLIND & Total				**$ 617.50**
VOCOVISION LLC	3/15/2024	4022692	080	$ 57,782.50
VOCOVISION LLC Total				**$ 57,782.50**
VOYAGER SOPRIS LEARNING INC.	3/15/2024	4022725	080	$ 49,200.00
VOYAGER SOPRIS LEARNING INC. Total				**$ 49,200.00**
W.W. GRAINGER INC.	3/8/2024	4022557	050	$ 29.61
	3/1/2024	4022518	050	$ 1,278.59
	3/22/2024	4022829	050	$ 3,516.32
	3/29/2024	4022947	050	$ 51.97
W.W. GRAINGER INC. Total				**$ 4,876.49**
WALTERS, MELISSA	3/8/2024	4022624	088	$ 339.21
WALTERS, MELISSA Total				**$ 339.21**
WATER QUALITY PLUMBING INC	3/1/2024	4022503	050	$ 602.00
	3/22/2024	4022824	050	$ 3,620.00
	3/29/2024	4022975	050	$ 985.00
WATER QUALITY PLUMBING INC Total				**$ 5,207.00**
WEST ROOTS LLC	3/29/2024	4022948	060	$ 875.00
WEST ROOTS LLC Total				**$ 875.00**
WEX Health Inc	3/15/2024	4022726	670	$ 60.00
WEX Health Inc Total				**$ 60.00**
WORTHINGTON DIRECT	3/22/2024	4022792	060	$ 23,944.95
		4022863	010	$ 18,623.58
WORTHINGTON DIRECT Total				**$ 42,568.53**
WOWZY CREATION CORP.	3/15/2024	4022710	010	$ 33.59
WOWZY CREATION CORP. Total				**$ 33.59**
YENY ROSALES	3/8/2024	4022598	010	$ 615.55
	3/11/2024	4022651	010	$ 149.00
YENY ROSALES Total				**$ 764.55**
YOUTH SCIENCE INSTITUTE	3/7/2024	4022528	060	$ 580.00
YOUTH SCIENCE INSTITUTE Total				**$ 580.00**
Grand Total				**$ 8,377,992.95**

13.05

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF TRUSTEES

To the Board of Trustees: April 26, 2024

Subject: **Vendor & Payroll Warrants – APRIL**

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

Total of vendor warrants	$	6,736,101.02
Total of payroll warrants	$	5,271,716.49
Total	**$**	**12,007,817.51**

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

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

To the Board of Trustees: Meeting: May 9, 2024
Regular Board Meeting

Recommend Approval

13.05
Agenda Placement

Imee Almazan, Ed.D., Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

April 2024

Fund	VENDOR WARRANTS	AMOUNT
010,050,060,080	General Fund (Incl Payroll A/P)	$3,969,727.16
120	Child Development Fund	$425,933.50
130	Cafeteria Fund	$318,336.60
140	Deferred Maintenance Fund	$3,398.29
210	Building Fund	$448,387.14
250	Capital Facilities Fund	$0.00
350	County School Facility Fund	$0.00
400	Special Reserve for Capital Outlay Fund	$0.00
670	Health and Welfare & Workers Comp	$1,533,845.07
	Subtotal	**$6,699,627.76**
088	Student Body Fund	$36,473.26
	Total Vendor Warrants	**$6,736,101.02**

	PAYROLL WARRANTS	
	10th of the month	$569,764.87
	EOM Payroll	$4,701,951.62
	AREA EOM	$0.00
	Manual Checks	$0.00
	Void Checks	$0.00
	Total Payroll Warrants	**$5,271,716.49**
	Grand Total All Warrants	**$12,007,817.51**

	From		To
AP Warrants used #	4022999	-	4023492
Payroll Direct Deposit Pay Stub used #	4770496	-	4772042
Payroll Checks used #	4406642	-	4406748

AP Check Register - Pivot Table Summary by Vendor
April 2024

Vendor Name	Date	Warrant #	Fund	Sum of Amount
1x2 GLOBAL LLC	4/12/2024	4023183	010	$ 13,583.68
1x2 GLOBAL LLC Total				**$ 13,583.68**
4IMPRINT INC.	4/26/2024	4023406	010	$ 7,584.30
			060	$ 1,341.69
			120	$ 2,999.80
	4/8/2024	4023066	010	$ 356.82
4IMPRINT INC. Total				**$ 12,282.61**
ACE EMPOWER ACADEMY	4/12/2024	4023130	010	$ 32,703.00
ACE EMPOWER ACADEMY Total				**$ 32,703.00**
ACME PACIFIC REPAIRS INC.	4/12/2024	4023131	050	$ 1,874.81
ACME PACIFIC REPAIRS INC. Total				**$ 1,874.81**
ACOE/C&FA	4/19/2024	4023335	060	$ 2,600.00
ACOE/C&FA Total				**$ 2,600.00**
ADVANCED INSPECTIONS INC	4/12/2024	4023193	210	$ 20,500.00
ADVANCED INSPECTIONS INC Total				**$ 20,500.00**
AIR FILTER/CONTROL	4/26/2024	4023435	060	$ 12,199.72
AIR FILTER/CONTROL Total				**$ 12,199.72**
ALBAELENA MARIA DIAZ TAMAYO	4/19/2024	4023310	130	$ 77.72
ALBAELENA MARIA DIAZ TAMAYO Total				**$ 77.72**
ALBERT I. SALCIDO	4/5/2024	4023045	060	$ 3,052.27
ALBERT I. SALCIDO Total				**$ 3,052.27**
ALIA	4/12/2024	4023184	060	$ 17,136.36
ALIA Total				**$ 17,136.36**
ALISA BAKER	4/5/2024	4023028	080	$ 29,825.00
ALISA BAKER Total				**$ 29,825.00**
ALLIED REFRIGERATION INC.	4/12/2024	4023194	050	$ 2,217.75
ALLIED REFRIGERATION INC. Total				**$ 2,217.75**
ALPHA BLANCA ALVARADO(ALPHA1)	4/12/2024	4023132	010	$ 88,269.00
ALPHA BLANCA ALVARADO(ALPHA1) Total				**$ 88,269.00**
ALPHA JOSE HERNANDEZ (ALPHA	4/12/2024	4023133	010	$ 57,073.00
ALPHA JOSE HERNANDEZ (ALPHA Total				**$ 57,073.00**
ALUM ROCK #305	4/29/2024	4023480	010	$ 440.00
ALUM ROCK #305 Total				**$ 440.00**
ALUM ROCK ADMINISTRATORS ASSOC	4/29/2024	4023481	010	$ 550.00
ALUM ROCK ADMINISTRATORS ASSOC Total				**$ 550.00**
AMAZON.COM LLC	4/26/2024	4023360	060	$ 1,236.99
		4023378	010	$ 4,112.71
			060	$ 1,096.04
		4023407	010	$ 2,280.98
			060	$ 15,103.00
			080	$ 252.35
			120	$ 134.41
		4023418	010	$ 2,782.39
	4/5/2024	4023029	010	$ 13,111.93
			060	$ 1,119.96
	4/12/2024	4023100	010	$ 87.49
			060	$ 1,394.65
			080	$ 161.80
		4023134	010	$ 2,095.54
			080	$ 192.29

AP Check Register - Pivot Table Summary by Vendor
April 2024

Vendor Name	Date	Warrant #	Fund	Sum of Amount
AMAZON.COM LLC	4/12/2024	4023185	010	$ 666.04
		4023195	010	$ 73.63
	4/18/2024	4023216	010	$ 1,095.77
	4/19/2024	4023311	010	$ 161.50
AMAZON.COM LLC Total				$ 47,159.47
AMERICAN BAND ACCESSORIES LLC	4/26/2024	4023379	010	$ 395.49
AMERICAN BAND ACCESSORIES LLC Total				$ 395.49
AMERICAN FIDELITY ASSURANCE	4/29/2024	4023482	010	$ 12,795.56
AMERICAN FIDELITY ASSURANCE Total				$ 12,795.56
AMERICAN FIDELITY ASSURANCE CO	4/29/2024	4023483	010	$ 29,681.25
AMERICAN FIDELITY ASSURANCE CO Total				$ 29,681.25
AMY ELIZABETH RODRIGUES	4/12/2024	4023110	010	$ 36.18
AMY ELIZABETH RODRIGUES Total				$ 36.18
ANDREA ELIZABETH MORTON	4/12/2024	4023111	080	$ 27.90
ANDREA ELIZABETH MORTON Total				$ 27.90
ANDREW WILKE	4/12/2024	4023171	010	$ 43.00
ANDREW WILKE Total				$ 43.00
ANGELINA GARCIA	4/29/2024	4023467	010	$ 39.29
ANGELINA GARCIA Total				$ 39.29
ANITA GHOSH	4/26/2024	4023443	010	$ 89.00
ANITA GHOSH Total				$ 89.00
ANTONIO ANAYA	4/5/2024	4023046	010	$ 59.99
ANTONIO ANAYA Total				$ 59.99
ARC ALTERNATIVES	4/26/2024	4023380	210	$ 1,852.50
ARC ALTERNATIVES Total				$ 1,852.50
ASSOCIATION OF CALIFORNIA	4/29/2024	4023484	010	$ 3,092.21
ASSOCIATION OF CALIFORNIA Total				$ 3,092.21
AT&T	4/11/2024	4023076	010	$ 3,010.94
	4/12/2024	4023079	010	$ 93.46
	4/25/2024	4023344	010	$ 1,045.00
AT&T Total				$ 4,149.40
AXIOM COMMUNICATIONS SYSTEMS	4/26/2024	4023444	050	$ 8,875.61
AXIOM COMMUNICATIONS SYSTEMS Total				$ 8,875.61
A-Z BUS SALES INC	4/26/2024	4023359	010	$ 625.90
A-Z BUS SALES INC Total				$ 625.90
BALLARD & TIGHE COMPANY	4/12/2024	4023196	060	$ 2,283.88
BALLARD & TIGHE COMPANY Total				$ 2,283.88
BALLOONATICS INC.	4/8/2024	4023067	010	$ 848.00
BALLOONATICS INC. Total				$ 848.00
BARNES AND NOBLE	4/12/2024	4023101	060	$ 1,528.69
BARNES AND NOBLE Total				$ 1,528.69
BAUDVILLE INC.	4/26/2024	4023419	010	$ 186.66
BAUDVILLE INC. Total				$ 186.66
BAY ALARM COMPANY	4/26/2024	4023352	010	$ 1,704.84
		4023354	010	$ 1,589.00
		4023355	010	$ 1,628.00
		4023358	010	$ 1,652.00
		4023416	010	$ 1,748.00
		4023417	010	$ 2,000.00
		4023420	010	$ 500.00

Vendor Name	Date	Warrant #	Fund		Sum of Amount
BAY ALARM COMPANY	4/26/2024	4023445	010	$	600.00
BAY ALARM COMPANY Total				**$**	**11,421.84**
BAY AREA FLOOR MACHINE	4/26/2024	4023348	010	$	67.38
		4023446	010	$	717.69
	4/12/2024	4023087	010	$	452.67
		4023197	010	$	1,497.70
BAY AREA FLOOR MACHINE Total				**$**	**2,735.44**
BAY AREA WOMEN'S SPORTS	4/12/2024	4023080	010	$	2,500.00
BAY AREA WOMEN'S SPORTS Total				**$**	**2,500.00**
BERPL INC	4/26/2024	4023381	060	$	6,056.76
	4/18/2024	4023217	088	$	1,054.55
BERPL INC Total				**$**	**7,111.31**
BERTHA RAZO	4/12/2024	4023172	010	$	38.28
BERTHA RAZO Total				**$**	**38.28**
BIG JOE	4/26/2024	4023382	010	$	38,828.13
BIG JOE Total				**$**	**38,828.13**
BIOMETRICS4ALL INC.	4/5/2024	4023030	010	$	18.75
BIOMETRICS4ALL INC. Total				**$**	**18.75**
BLACK OAK SPEECH THERAPY, INC.	4/12/2024	4023135	080	$	16,800.00
BLACK OAK SPEECH THERAPY, INC. Total				**$**	**16,800.00**
BLUETRITON BRANDS INC.	4/4/2024	4023001	010	$	709.31
			080	$	129.00
			130	$	103.99
	4/19/2024	4023275	010	$	966.31
			050	$	105.88
	4/25/2024	4023345	010	$	301.06
			080	$	28.99
			130	$	112.88
BLUETRITON BRANDS INC. Total				**$**	**2,457.42**
BOSCO CONSTRUCTION SERVICES	4/26/2024	4023447	050	$	1,680.50
	4/5/2024	4023031	050	$	3,272.00
	4/12/2024	4023198	210	$	71,135.71
	4/18/2024	4023233	050	$	21,148.10
BOSCO CONSTRUCTION SERVICES Total				**$**	**97,236.31**
BRIAN RAPAIDO	4/18/2024	4023234	060	$	3,600.00
BRIAN RAPAIDO Total				**$**	**3,600.00**
BRIDGE WIRELESS INC	4/26/2024	4023421	010	$	312.34
		4023436	010	$	1,184.38
BRIDGE WIRELESS INC Total				**$**	**1,496.72**
CALIFORNIA ACADEMY OF SCIENCES	4/26/2024	4023449	088	$	1,061.45
CALIFORNIA ACADEMY OF SCIENCES Total				**$**	**1,061.45**
CALIFORNIA CATERING CAFE	4/18/2024	4023260	010	$	300.00
	4/22/2024	4023340	010	$	2,598.00
CALIFORNIA CATERING CAFE Total				**$**	**2,898.00**
CALIFORNIA DEPARTMENT OF	4/25/2024	4023347	010	$	40.00
CALIFORNIA DEPARTMENT OF Total				**$**	**40.00**
CAL-STEAM INC.	4/26/2024	4023448	050	$	718.46
CAL-STEAM INC. Total				**$**	**718.46**
CARLOS C TRIPODI	4/12/2024	4023112	010	$	58.96
CARLOS C TRIPODI Total				**$**	**58.96**

Vendor Name	Date	Warrant #	Fund	Sum of Amount
CARMELINA BAUTISTA	4/12/2024	4023173	010	$ 20.10
CARMELINA BAUTISTA Total				$ 20.10
CAROLINA BIOLOGICAL SUPPLY	4/12/2024	4023102	010	$ 246.95
	4/18/2024	4023235	010	$ 41.09
CAROLINA BIOLOGICAL SUPPLY Total				$ 288.04
CARSON DELLOSA PUBLISHING LLC	4/18/2024	4023236	010	$ 207.99
CARSON DELLOSA PUBLISHING LLC Total				$ 207.99
CAT FINANCIAL CAT CARD	4/18/2024	4023261	010	$ 542.46
CAT FINANCIAL CAT CARD Total				$ 542.46
CDW LLC	4/26/2024	4023408	010	$ 322.12
	4/12/2024	4023103	010	$ 46,032.84
CDW LLC Total				$ 46,354.96
CEJA CASTANEDA, NORMA	4/19/2024	4023312	130	$ 79.25
CEJA CASTANEDA, NORMA Total				$ 79.25
CENGAGE LEARNING INC	4/26/2024	4023409	060	$ 1,672.40
CENGAGE LEARNING INC Total				$ 1,672.40
CENTER FOR THE COLLABORATIVE	4/26/2024	4023361	060	$ 49,587.42
	4/5/2024	4023015	060	$ 2,781.91
CENTER FOR THE COLLABORATIVE Total				$ 52,369.33
CHILDREN'S DISCOVERY MUSEUM	4/18/2024	4023237	060	$ 612.00
		4023262	060	$ 960.00
CHILDREN'S DISCOVERY MUSEUM Total				$ 1,572.00
CHRIS D LEYVA	4/18/2024	4023238	050	$ 68.34
CHRIS D LEYVA Total				$ 68.34
CHRISTINE SALLOOM	4/12/2024	4023174	010	$ 87.49
CHRISTINE SALLOOM Total				$ 87.49
CHRISTOPHER AMPIE	4/12/2024	4023113	010	$ 327.77
CHRISTOPHER AMPIE Total				$ 327.77
CHRISTOPHER PHAN	4/12/2024	4023114	010	$ 65.66
CHRISTOPHER PHAN Total				$ 65.66
CINTAS CORPORATION	4/26/2024	4023450	010	$ 621.64
			050	$ 65.45
	4/5/2024	4023047	010	$ 337.56
			050	$ 65.45
	4/12/2024	4023199	010	$ 337.56
			050	$ 119.29
	4/19/2024	4023278	010	$ 337.56
			050	$ 89.94
CINTAS CORPORATION Total				$ 1,974.45
CITY OF SAN JOSE	4/15/2024	4023214	060	$ 682.00
CITY OF SAN JOSE Total				$ 682.00
CLARA CRUZ	4/12/2024	4023115	010	$ 78.73
CLARA CRUZ Total				$ 78.73
COLEBREIT ENGINEERING LLC	4/12/2024	4023200	210	$ 25,400.00
COLEBREIT ENGINEERING LLC Total				$ 25,400.00
CONSORTIUM ON REACHING	4/18/2024	4023239	060	$ 1,060.00
CONSORTIUM ON REACHING Total				$ 1,060.00
CORWIN	4/12/2024	4023136	060	$ 2,006.35
	4/18/2024	4023218	010	$ 27.14
CORWIN Total				$ 2,033.49

Vendor Name	Date	Warrant #	Fund	Sum of Amount
CREAM CO. LLC	4/26/2024	4023383	130	$ 6,360.00
CREAM CO. LLC Total				**$ 6,360.00**
CREATIVE LEARNING CENTER	4/26/2024	4023422	080	$ 15,228.00
CREATIVE LEARNING CENTER Total				**$ 15,228.00**
CRISTINA BUSTAMANTE	4/12/2024	4023186	060	$ 274.88
CRISTINA BUSTAMANTE Total				**$ 274.88**
CROWN CASTLE INTERNATIONAL	4/8/2024	4023068	010	$ 2,469.84
CROWN CASTLE INTERNATIONAL Total				**$ 2,469.84**
CRYSTAL CREAMERY INC.	4/25/2024	4023341	130	$ 60,341.76
CRYSTAL CREAMERY INC. Total				**$ 60,341.76**
CSEA VICTORY CLUB	4/29/2024	4023485	010	$ 89.00
CSEA VICTORY CLUB Total				**$ 89.00**
CURRICULUM ASSOCIATES LLC	4/26/2024	4023410	060	$ 252.01
CURRICULUM ASSOCIATES LLC Total				**$ 252.01**
CYNDI MACDONALD	4/12/2024	4023116	010	$ 19.68
CYNDI MACDONALD Total				**$ 19.68**
DANA S. PULIDO	4/26/2024	4023423	060	$ 180.40
DANA S. PULIDO Total				**$ 180.40**
DAVE & BUSTERS	4/29/2024	4023468	060	$ 982.65
			088	$ 680.39
DAVE & BUSTERS Total				**$ 1,663.04**
DBA: PALACE BUSINESS SOLUTIONS	4/26/2024	4023349	010	$ 3,604.53
		4023353	010	$ 12,641.17
		4023356	010	$ 6,703.77
		4023357	010	$ 6,461.58
	4/19/2024	4023336	010	$ 8,077.33
DBA: PALACE BUSINESS SOLUTIONS Total				**$ 37,488.38**
DE ANZA PLANETARIUM	4/18/2024	4023263	060	$ 417.00
DE ANZA PLANETARIUM Total				**$ 417.00**
DE LA SALETTE ZAMORA	4/29/2024	4023492	010	$ 164.01
DE LA SALETTE ZAMORA Total				**$ 164.01**
DEBRA DRENNAN	4/26/2024	4023384	120	$ 1,000.00
DEBRA DRENNAN Total				**$ 1,000.00**
DELORES A. SMITH	4/5/2024	4023006	010	$ 800.00
DELORES A. SMITH Total				**$ 800.00**
DEPARTMENT OF INDUSTRIAL	4/12/2024	4023208	050	$ 250.00
DEPARTMENT OF INDUSTRIAL Total				**$ 250.00**
DILIGENT CORPORATION	4/19/2024	4023279	010	$ 1,881.51
DILIGENT CORPORATION Total				**$ 1,881.51**
DINA SILVEIRA LOPES	4/5/2024	4023048	060	$ 200.00
DINA SILVEIRA LOPES Total				**$ 200.00**
DOWNTOWN SCREEN PRINTERS	4/29/2024	4023479	010	$ 2,639.94
			060	$ 833.65
DOWNTOWN SCREEN PRINTERS Total				**$ 3,473.59**
DRAGONFLY DESIGNS LLC	4/18/2024	4023240	060	$ 3,000.00
DRAGONFLY DESIGNS LLC Total				**$ 3,000.00**
DSK LLP	4/12/2024	4023201	210	$ 6,880.05
	4/19/2024	4023280	210	$ 44,635.20
DSK LLP Total				**$ 51,515.25**
DU, HIEN	4/26/2024	4023437	010	$ 221.70

AP Check Register - Pivot Table Summary by Vendor
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Vendor Name	Date	Warrant #	Fund	Sum of Amount
DU, HIEN Total				**$ 221.70**
DUNN-EDWARDS CORPORATION	4/26/2024	4023362	010	$ 2,043.11
DUNN-EDWARDS CORPORATION Total				**$ 2,043.11**
E.L. ACHIEVE INC.	4/26/2024	4023385	060	$ 11,947.03
	4/12/2024	4023137	060	$ 5,900.13
	4/19/2024	4023281	060	$ 11,441.01
E.L. ACHIEVE INC. Total				**$ 29,288.17**
EARLYCHILDHOOD LLC	4/12/2024	4023138	060	$ 325.00
		4023202	060	$ 29.52
EARLYCHILDHOOD LLC Total				**$ 354.52**
EARTH'S BIRTHDAY PROJECT	4/12/2024	4023104	060	$ 265.59
EARTH'S BIRTHDAY PROJECT Total				**$ 265.59**
EAST BAY REFRIGERATION INC.	4/26/2024	4023363	130	$ 573.10
	4/18/2024	4023241	130	$ 367.00
EAST BAY REFRIGERATION INC. Total				**$ 940.10**
EDGES ELECTRICAL GROUP LLC	4/26/2024	4023451	050	$ 875.08
	4/12/2024	4023088	050	$ 7,085.86
EDGES ELECTRICAL GROUP LLC Total				**$ 7,960.94**
EINSTEIN NOAH RESTAURANT	4/26/2024	4023364	010	$ 64.87
		4023411	010	$ 217.94
	4/5/2024	4023007	010	$ 356.43
		4023032	010	$ 203.06
	4/12/2024	4023081	010	$ 34.08
		4023139	010	$ 658.45
	4/18/2024	4023242	010	$ 92.01
EINSTEIN NOAH RESTAURANT Total				**$ 1,626.84**
ELENA BARRON	4/5/2024	4023049	060	$ 643.72
ELENA BARRON Total				**$ 643.72**
ELIZABETH ANNE ERNEST	4/12/2024	4023187	060	$ 240.00
ELIZABETH ANNE ERNEST Total				**$ 240.00**
ENTERPRISE FM TRUST	4/5/2024	4023016	060	$ 4,502.98
	4/19/2024	4023277	060	$ 1,728.64
ENTERPRISE FM TRUST Total				**$ 6,231.62**
ENTOURAGE IMAGING INC.	4/18/2024	4023243	088	$ 798.44
ENTOURAGE IMAGING INC. Total				**$ 798.44**
ERIN DEVINE	4/5/2024	4023017	080	$ 19,180.00
ERIN DEVINE Total				**$ 19,180.00**
EVALUMETRICS INC.	4/19/2024	4023282	010	$ 657.54
EVALUMETRICS INC. Total				**$ 657.54**
FEDERAL EXPRESS	4/12/2024	4023117	010	$ 74.29
	4/19/2024	4023313	010	$ 78.20
FEDERAL EXPRESS Total				**$ 152.49**
FEDEX	4/26/2024	4023452	010	$ 123.41
FEDEX Total				**$ 123.41**
FIERY GINGER FARM LLC	4/19/2024	4023283	130	$ 8,417.68
FIERY GINGER FARM LLC Total				**$ 8,417.68**
FIRST BOOK	4/18/2024	4023264	120	$ 759.42
FIRST BOOK Total				**$ 759.42**
FIRST STUDENT INC.	4/26/2024	4023365	060	$ 935.00
	4/5/2024	4023033	060	$ 6,899.07

Vendor Name	Date	Warrant #	Fund	Sum of Amount
FIRST STUDENT INC.	4/5/2024	4023050	060	$ 7,140.80
	4/12/2024	4023082	060	$ 935.00
FIRST STUDENT INC. Total				**$ 15,909.87**
FOLEY & SONS INC	4/19/2024	4023314	010	$ 249.92
FOLEY & SONS INC Total				**$ 249.92**
GARDA CL WEST	4/18/2024	4023244	010	$ 207.56
			130	$ 207.56
GARDA CL WEST Total				**$ 415.12**
GKS EDUCATION LLC	4/26/2024	4023386	060	$ 5,670.00
		4023438	060	$ 5,250.00
	4/12/2024	4023140	060	$ 4,830.00
GKS EDUCATION LLC Total				**$ 15,750.00**
GOLD STAR FOODS	4/18/2024	4023231	130	$ 150,443.28
GOLD STAR FOODS Total				**$ 150,443.28**
GRACE ACQUISITION COMPANY LLC	4/19/2024	4023315	010	$ 711.50
GRACE ACQUISITION COMPANY LLC Total				**$ 711.50**
GRADUATION SOLUTIONS LLC	4/12/2024	4023141	060	$ 1,294.92
GRADUATION SOLUTIONS LLC Total				**$ 1,294.92**
GREENESPORT ASSOCIATION	4/26/2024	4023366	010	$ 2,950.00
		4023453	010	$ 2,975.00
	4/12/2024	4023188	010	$ 1,980.00
		4023203	010	$ 2,600.00
GREENESPORT ASSOCIATION Total				**$ 10,505.00**
GREENFIELD LEARNING INC.	4/12/2024	4023105	060	$ 15,859.38
GREENFIELD LEARNING INC. Total				**$ 15,859.38**
GUADALUPE ARCIGA	4/26/2024	4023424	080	$ 105.76
GUADALUPE ARCIGA Total				**$ 105.76**
GUITAR CENTER STORES INC.	4/12/2024	4023209	010	$ 558.76
	4/19/2024	4023337	060	$ 10,985.62
GUITAR CENTER STORES INC. Total				**$ 11,544.38**
HAILEY QUINTERO	4/29/2024	4023469	010	$ 126.86
HAILEY QUINTERO Total				**$ 126.86**
HAPPY HOLLOW PARK	4/25/2024	4023342	060	$ 694.00
		4023346	060	$ 583.00
HAPPY HOLLOW PARK Total				**$ 1,277.00**
HARMEET DHAMI	4/12/2024	4023118	010	$ 31.71
HARMEET DHAMI Total				**$ 31.71**
HILLER AVIATION INSTITUTE	4/29/2024	4023470	088	$ 40.00
HILLER AVIATION INSTITUTE Total				**$ 40.00**
HOME DEPOT U.S.A. INC.	4/26/2024	4023367	010	$ 229.62
		4023387	088	$ 158.73
	4/5/2024	4023008	050	$ 326.30
		4023051	010	$ 249.18
	4/12/2024	4023089	050	$ 3,216.70
	4/19/2024	4023284	050	$ 85.53
HOME DEPOT U.S.A. INC. Total				**$ 4,266.06**
HORIZON DISTRIBUTORS INC	4/12/2024	4023090	050	$ 389.70
	4/19/2024	4023285	050	$ 178.89
HORIZON DISTRIBUTORS INC Total				**$ 568.59**
HUYNH, VAN	4/19/2024	4023316	010	$ 85.66

Vendor Name	Date	Warrant #	Fund	Sum of Amount
HUYNH, VAN Total				$ 85.66
ICONIX WATERWORKS (US) INC.	4/26/2024	4023454	050	$ 1,452.06
	4/12/2024	4023091	050	$ 3,594.24
ICONIX WATERWORKS (US) INC. Total				$ 5,046.30
ICU TECHNOLOGIES INC	4/5/2024	4023052	060	$ 288,355.00
ICU TECHNOLOGIES INC Total				$ 288,355.00
INTERNATIONAL ASSOCIATION FOR	4/5/2024	4023018	060	$ 800.00
	4/19/2024	4023286	060	$ 4,600.00
INTERNATIONAL ASSOCIATION FOR Total				$ 5,400.00
ITSAVVY LLC	4/26/2024	4023425	010	$ 275.92
	4/5/2024	4023053	010	$ 7,036.97
ITSAVVY LLC Total				$ 7,312.89
J.W. PEPPER & SON INC.	4/26/2024	4023368	010	$ 38.23
	4/5/2024	4023019	010	$ 419.99
			060	$ 597.03
	4/12/2024	4023106	010	$ 638.50
	4/18/2024	4023219	010	$ 629.02
	4/19/2024	4023317	010	$ 76.56
J.W. PEPPER & SON INC. Total				$ 2,399.33
JACQUELINE MONTEJANO	4/12/2024	4023175	010	$ 355.47
JACQUELINE MONTEJANO Total				$ 355.47
JENNIFER DOHERTY	4/26/2024	4023455	010	$ 105.24
JENNIFER DOHERTY Total				$ 105.24
JENNIFER GAY A. COLLADO	4/12/2024	4023176	060	$ 106.12
JENNIFER GAY A. COLLADO Total				$ 106.12
JENNIFER TIMMINS	4/8/2024	4023069	060	$ 64.99
JENNIFER TIMMINS Total				$ 64.99
JESSE M SERNA	4/5/2024	4023034	010	$ 4,800.00
JESSE M SERNA Total				$ 4,800.00
JESUS L ARAUJO JR	4/12/2024	4023177	010	$ 340.96
JESUS L ARAUJO JR Total				$ 340.96
JOANN STUTZ SANCHEZ	4/29/2024	4023471	060	$ 35.63
JOANN STUTZ SANCHEZ Total				$ 35.63
JONES SCHOOL SUPPLY CO. INC.	4/12/2024	4023210	060	$ 844.24
JONES SCHOOL SUPPLY CO. INC. Total				$ 844.24
JORDAN KNIGHTON ARCHITECTS INC	4/19/2024	4023287	210	$ 14,150.00
JORDAN KNIGHTON ARCHITECTS INC Total				$ 14,150.00
JUST RIGHT READER INC	4/5/2024	4023035	060	$ 1,872.00
JUST RIGHT READER INC Total				$ 1,872.00
KAISER PERMANENTE	4/26/2024	4023388	670	$ 396.09
KAISER PERMANENTE Total				$ 396.09
KAREN ITZAMARA MARCOS	4/19/2024	4023318	080	$ 36.85
KAREN ITZAMARA MARCOS Total				$ 36.85
KATRINA VALDEZ	4/18/2024	4023245	060	$ 18,414.90
KATRINA VALDEZ Total				$ 18,414.90
KATRINA ZHANG	4/19/2024	4023319	130	$ 46.90
KATRINA ZHANG Total				$ 46.90
KEENAN & ASSOCIATES	4/5/2024	4023054	670	$ 112,363.00
		4023055	670	$ 11,143.00
KEENAN & ASSOCIATES Total				$ 123,506.00

Vendor Name	Date	Warrant #	Fund	Sum of Amount
KEVIN DAVID WEBSTER	4/18/2024	4023265	080	$ 85.76
KEVIN DAVID WEBSTER Total				**$ 85.76**
KIDANGO INC.	4/26/2024	4023456	120	$ 139,093.19
	4/5/2024	4023056	120	$ 128,800.17
KIDANGO INC. Total				**$ 267,893.36**
KIMBERLY H SIMON	4/12/2024	4023119	010	$ 35.59
KIMBERLY H SIMON Total				**$ 35.59**
KIPP HEARTWOOD ACADEMY	4/12/2024	4023142	010	$ 79,941.00
KIPP HEARTWOOD ACADEMY Total				**$ 79,941.00**
KIPP PRIZE PREPARATORY ACADEMY	4/12/2024	4023143	010	$ 75,672.00
KIPP PRIZE PREPARATORY ACADEMY Total				**$ 75,672.00**
LAKESHORE EQUIPMENT COMPANY	4/26/2024	4023412	010	$ 649.24
			060	$ 433.20
		4023426	010	$ 2,042.76
			060	$ 8,178.50
			080	$ 204.63
	4/2/2024	4022999	010	$ 196.90
	4/5/2024	4023009	010	$ 3,047.58
			060	$ 414.52
		4023036	010	$ 199.99
	4/12/2024	4023144	060	$ 185.54
	4/18/2024	4023220	010	$ 3,721.91
			060	$ 1,830.66
	4/19/2024	4023320	010	$ 704.85
			060	$ 175.59
			120	$ 1,515.73
LAKESHORE EQUIPMENT COMPANY Total				**$ 23,501.60**
LANGUAGE PEOPLE INC	4/12/2024	4023120	010	$ 1,032.31
	4/19/2024	4023288	010	$ 5,256.64
LANGUAGE PEOPLE INC Total				**$ 6,288.95**
LAW OFFICES OF FRAGOMEN	4/19/2024	4023289	010	$ 692.50
LAW OFFICES OF FRAGOMEN Total				**$ 692.50**
LEO'S COMMERCIAL TIRE INC	4/12/2024	4023092	050	$ 411.67
	4/19/2024	4023290	050	$ 861.60
LEO'S COMMERCIAL TIRE INC Total				**$ 1,273.27**
LET'S TRAVEL	4/26/2024	4023413	010	$ 8,452.48
			060	$ 1,855.62
LET'S TRAVEL Total				**$ 10,308.10**
LIFT ENRICHMENT INC	4/18/2024	4023246	060	$ 78,650.00
LIFT ENRICHMENT INC Total				**$ 78,650.00**
LITERACY RESOURCES LLC	4/26/2024	4023389	060	$ 208.92
LITERACY RESOURCES LLC Total				**$ 208.92**
LITTLE HEROES	4/18/2024	4023273	010	$ 15,936.50
			060	$ 30,983.50
LITTLE HEROES Total				**$ 46,920.00**
LMZ INC.	4/26/2024	4023390	010	$ 223.29
	4/29/2024	4023472	060	$ 263.94
LMZ INC. Total				**$ 487.23**
LOWES COMPANIES INC.	4/26/2024	4023391	050	$ 494.59
		4023457	050	$ 1,743.63

Vendor Name	Date	Warrant #	Fund		Sum of Amount
LOWES COMPANIES INC.	4/12/2024	4023083	088	$	2,821.88
		4023093	050	$	313.38
LOWES COMPANIES INC. Total				**$**	**5,373.48**
LOZANO SMITH LLP	4/19/2024	4023338	010	$	6,552.00
			080	$	7,350.00
LOZANO SMITH LLP Total				**$**	**13,902.00**
LUX BUS AMERICA CO.	4/26/2024	4023427	060	$	5,805.65
	4/12/2024	4023084	060	$	9,993.66
	4/18/2024	4023266	060	$	2,697.00
LUX BUS AMERICA CO. Total				**$**	**18,496.31**
MAGDALENA GRIMALDO	4/26/2024	4023458	010	$	206.00
MAGDALENA GRIMALDO Total				**$**	**206.00**
MAI, TINA	4/12/2024	4023178	010	$	86.22
MAI, TINA Total				**$**	**86.22**
MARIA CABRERA	4/5/2024	4023020	080	$	80.40
MARIA CABRERA Total				**$**	**80.40**
MARIA CARMINA OROZCO	4/29/2024	4023473	010	$	141.44
MARIA CARMINA OROZCO Total				**$**	**141.44**
MARIA TERESA PATINO	4/12/2024	4023121	010	$	14.07
MARIA TERESA PATINO Total				**$**	**14.07**
MARIAN PAULSON	4/26/2024	4023459	010	$	49.46
MARIAN PAULSON Total				**$**	**49.46**
MARILU BELMAN	4/5/2024	4023057	010	$	699.10
MARILU BELMAN Total				**$**	**699.10**
MAXIM HEALTHCARE SERVICES	4/12/2024	4023129	060	$	38,285.00
			080	$	140,714.31
	4/18/2024	4023267	010	$	6,069.05
	4/19/2024	4023291	010	$	2,076.75
		4023292	080	$	97,561.30
MAXIM HEALTHCARE SERVICES Total				**$**	**284,706.41**
MCKINLEY ELEVATOR CORPORATION	4/12/2024	4023094	050	$	400.00
	4/19/2024	4023293	050	$	200.00
MCKINLEY ELEVATOR CORPORATION Total				**$**	**600.00**
MEGAN ELIZABETH ANDERSON	4/12/2024	4023122	010	$	2,000.00
MEGAN ELIZABETH ANDERSON Total				**$**	**2,000.00**
MERCADO, ANA	4/19/2024	4023321	130	$	58.96
MERCADO, ANA Total				**$**	**58.96**
METLIFE SMALL MARKET	4/5/2024	4023058	010	$	2,409.19
METLIFE SMALL MARKET Total				**$**	**2,409.19**
MEXICO BAKERY INC	4/8/2024	4023070	010	$	504.15
MEXICO BAKERY INC Total				**$**	**504.15**
MID AMERICA ADMINISTRATION	4/29/2024	4023486	010	$	12,440.46
MID AMERICA ADMINISTRATION Total				**$**	**12,440.46**
MIKES SHY NON SHIRTS INC.	4/5/2024	4023010	010	$	803.91
MIKES SHY NON SHIRTS INC. Total				**$**	**803.91**
MILLENNIUM OPERATION LLC	4/18/2024	4023215	010	$	942.82
MILLENNIUM OPERATION LLC Total				**$**	**942.82**
MONARCH TRUCK SERVICE	4/18/2024	4023247	010	$	471.56
MONARCH TRUCK SERVICE Total				**$**	**471.56**
MONSTER TECHNOLOGY	4/5/2024	4023059	010	$	255.94

Vendor Name	Date	Warrant #	Fund	Sum of Amount
MONSTER TECHNOLOGY Total				$ 255.94
MORRISSEY COMPTON	4/26/2024	4023428	080	$ 2,500.00
MORRISSEY COMPTON Total				$ 2,500.00
MUS VIL INC.	4/12/2024	4023145	010	$ 50.00
MUS VIL INC. Total				$ 50.00
MUSIC IN MOTION	4/12/2024	4023107	010	$ 50.85
MUSIC IN MOTION Total				$ 50.85
NADIA G MIRANDA	4/19/2024	4023322	130	$ 87.10
NADIA G MIRANDA Total				$ 87.10
NANCY ANN HADDOX	4/8/2024	4023071	010	$ 295.31
NANCY ANN HADDOX Total				$ 295.31
NCS PEARSON INC.	4/19/2024	4023294	080	$ 107.30
NCS PEARSON INC. Total				$ 107.30
NINYO & MOORE GEOTECHNICAL AND	4/12/2024	4023204	210	$ 2,908.25
NINYO & MOORE GEOTECHNICAL AND Total				$ 2,908.25
NO TEARS LEARNING INC.	4/18/2024	4023221	120	$ 7,604.63
NO TEARS LEARNING INC. Total				$ 7,604.63
NOR CAL FUNDRAISING	4/26/2024	4023392	088	$ 1,057.63
		4023429	088	$ 5,400.00
	4/18/2024	4023248	088	$ 1,181.30
NOR CAL FUNDRAISING Total				$ 7,638.93
OFFICE DEPOT BUSINESS SOLUTION	4/12/2024	4023085	010	$ 2,905.04
			080	$ 570.14
		4023095	010	$ 2,864.10
			060	$ 215.39
		4023108	010	$ 2,499.57
		4023123	010	$ 2,513.18
	4/18/2024	4023222	010	$ 2,058.83
			060	$ 38.17
		4023249	010	$ 1,627.75
			120	$ 545.15
		4023268	010	$ 2,840.86
			080	$ 123.07
			210	$ 74.88
	4/19/2024	4023323	010	$ 7,915.91
OFFICE DEPOT BUSINESS SOLUTION Total				$ 26,792.04
OMNICHEER	4/26/2024	4023393	010	$ 1,261.81
OMNICHEER Total				$ 1,261.81
ONE STONE APPAREL INC.	4/26/2024	4023370	010	$ 2,854.10
	4/18/2024	4023269	010	$ 1,478.55
ONE STONE APPAREL INC. Total				$ 4,332.65
O'REILLY AUTOMOTIVE STORES INC	4/26/2024	4023369	010	$ 1,270.08
	4/12/2024	4023146	010	$ 271.78
O'REILLY AUTOMOTIVE STORES INC Total				$ 1,541.86
OTC DIRECT INC	4/26/2024	4023371	060	$ 472.02
		4023394	010	$ 153.08
		4023439	010	$ 6,615.66
	4/5/2024	4023037	010	$ 135.82
	4/12/2024	4023147	120	$ 1,382.99
	4/18/2024	4023223	010	$ 484.04

Vendor Name	Date	Warrant #	Fund	Sum of Amount
OTC DIRECT INC Total				$ 9,243.61
PACIFIC EDUCATORS INC.	4/29/2024	4023487	010	$ 33.18
PACIFIC EDUCATORS INC. Total				$ 33.18
PACIFIC METRO ELECTRIC, INC	4/26/2024	4023395	210	$ 91,390.00
PACIFIC METRO ELECTRIC, INC Total				$ 91,390.00
PARTRIDGE CONSULTING INC.	4/5/2024	4023021	080	$ 6,000.00
PARTRIDGE CONSULTING INC. Total				$ 6,000.00
PARTY FIESTA BALLOON DECOR LLC	4/26/2024	4023372	010	$ 351.05
		4023396	010	$ 377.31
PARTY FIESTA BALLOON DECOR LLC Total				$ 728.36
PERMANENT FOOD SYSTEMS INC.	4/12/2024	4023148	130	$ 2,268.00
PERMANENT FOOD SYSTEMS INC. Total				$ 2,268.00
PERRIN BERNANRD SUPOWITZ	4/18/2024	4023274	130	$ 20,087.05
PERRIN BERNANRD SUPOWITZ Total				$ 20,087.05
PG&E	4/11/2024	4023077	010	$ 216,400.90
PG&E Total				$ 216,400.90
PLUSHY FEELY CORP	4/26/2024	4023397	010	$ 16,887.94
	4/12/2024	4023149	060	$ 2,761.92
		4023211	120	$ 9,270.23
PLUSHY FEELY CORP Total				$ 28,920.09
POSITIVE PROMOTIONS INC	4/26/2024	4023398	010	$ 961.86
POSITIVE PROMOTIONS INC Total				$ 961.86
PRE-PAID LEGAL SERVICES INC.	4/29/2024	4023488	010	$ 242.76
PRE-PAID LEGAL SERVICES INC. Total				$ 242.76
PRESTON W JONES	4/19/2024	4023324	010	$ 19.12
PRESTON W JONES Total				$ 19.12
PRSA INC	4/18/2024	4023250	010	$ 310.43
PRSA INC Total				$ 310.43
PSYCHED SERVICES	4/19/2024	4023295	080	$ 5,950.00
PSYCHED SERVICES Total				$ 5,950.00
RACHEL SAMPLES	4/5/2024	4023022	080	$ 13.07
RACHEL SAMPLES Total				$ 13.07
RAFAEL PAREDES	4/8/2024	4023072	080	$ 56.28
RAFAEL PAREDES Total				$ 56.28
RANDALL E. KLEIN	4/19/2024	4023296	010	$ 966.00
RANDALL E. KLEIN Total				$ 966.00
REALLY GOOD STUFF LLC	4/12/2024	4023150	060	$ 25.29
	4/19/2024	4023325	088	$ 1,125.89
REALLY GOOD STUFF LLC Total				$ 1,151.18
RECOLOGY SOUTH BAY	4/11/2024	4023078	010	$ 18,473.91
	4/4/2024	4023003	010	$ 18,473.91
	4/12/2024	4023096	010	$ 2,357.74
RECOLOGY SOUTH BAY Total				$ 39,305.56
REILLY BEHAVIORAL &	4/12/2024	4023124	080	$ 6,347.50
REILLY BEHAVIORAL & Total				$ 6,347.50
RESOURCE AREA FOR TEACHERS	4/26/2024	4023373	010	$ 85.91
	4/12/2024	4023151	060	$ 4,800.00
	4/18/2024	4023251	010	$ 99.31
RESOURCE AREA FOR TEACHERS Total				$ 4,985.22
RFC WIRELESS INC	4/12/2024	4023152	010	$ 481.59

Vendor Name	Date	Warrant #	Fund	Sum of Amount
RFC WIRELESS INC Total				**$ 481.59**
RICK DELONG	4/12/2024	4023097	010	$ 495.00
RICK DELONG Total				**$ 495.00**
RIPCORD INC	4/19/2024	4023297	010	$ 13,692.29
RIPCORD INC Total				**$ 13,692.29**
RO HEALTH INC.	4/26/2024	4023440	010	$ 550.94
RO HEALTH INC. Total				**$ 550.94**
ROCKETSHIP FUERZA	4/12/2024	4023153	010	$ 92,649.00
ROCKETSHIP FUERZA Total				**$ 92,649.00**
ROCKETSHIP SI SE PUEDE	4/12/2024	4023154	010	$ 54,717.00
ROCKETSHIP SI SE PUEDE Total				**$ 54,717.00**
RODAN BUILDERS INC.	4/19/2024	4023298	210	$ 124,906.31
RODAN BUILDERS INC. Total				**$ 124,906.31**
RODAN ENTERPRISES INC.	4/12/2024	4023155	010	$ 255.75
			060	$ 218.50
RODAN ENTERPRISES INC. Total				**$ 474.25**
RODARTE, HILDA	4/19/2024	4023326	130	$ 12.73
RODARTE, HILDA Total				**$ 12.73**
ROLLINS INC.	4/5/2024	4023011	050	$ 1,019.96
ROLLINS INC. Total				**$ 1,019.96**
ROUND TABLE PIZZA	4/18/2024	4023252	010	$ 691.04
ROUND TABLE PIZZA Total				**$ 691.04**
ROYAL BRASS INC.	4/19/2024	4023299	010	$ 98.44
ROYAL BRASS INC. Total				**$ 98.44**
RUBI SOLIS	4/12/2024	4023125	010	$ 112.94
	4/29/2024	4023474	010	$ 102.40
RUBI SOLIS Total				**$ 215.34**
RUSSELL SIGLER INC.	4/26/2024	4023350	050	$ 1,068.51
RUSSELL SIGLER INC. Total				**$ 1,068.51**
S&S WORLDWIDE INC	4/26/2024	4023399	010	$ 10.26
S&S WORLDWIDE INC Total				**$ 10.26**
SABINA MURESAN	4/12/2024	4023126	010	$ 32.16
SABINA MURESAN Total				**$ 32.16**
SAN JOSE BOILER WORKS	4/5/2024	4023012	050	$ 2,294.94
SAN JOSE BOILER WORKS Total				**$ 2,294.94**
SAN JOSE CHARTERS INC	4/26/2024	4023374	060	$ 4,965.00
	4/5/2024	4023038	088	$ 1,240.00
SAN JOSE CHARTERS INC Total				**$ 6,205.00**
SAN JOSE STATE UNIVERSITY	4/26/2024	4023460	120	$ 4,230.00
SAN JOSE STATE UNIVERSITY Total				**$ 4,230.00**
SAN JOSE WATER COMPANY	4/11/2024	4023075	010	$ 35,768.01
SAN JOSE WATER COMPANY Total				**$ 35,768.01**
SAN MATEO COUNTY SCHOOLS	4/4/2024	4023004	670	$ 256,519.98
SAN MATEO COUNTY SCHOOLS Total				**$ 256,519.98**
SANCHEZ, MONICA	4/12/2024	4023205	060	$ 240.00
SANCHEZ, MONICA Total				**$ 240.00**
SANDRA RENEE RIVERA	4/26/2024	4023461	010	$ 91.79
SANDRA RENEE RIVERA Total				**$ 91.79**
SANTA CLARA COUNTY OFFICE OF	4/26/2024	4023375	060	$ 14,500.00
		4023400	010	$ 3,500.00

Vendor Name	Date	Warrant #	Fund		Sum of Amount
SANTA CLARA COUNTY OFFICE OF	4/5/2024	4023023	060	$	5,650.00
			088	$	5,000.00
	4/19/2024	4023300	010	$	850.90
SANTA CLARA COUNTY OFFICE OF Total				**$**	**29,500.90**
SANTA CRUZ COUNTY OFFICE OF ED	4/5/2024	4023039	060	$	21,562.00
			088	$	12,578.00
SANTA CRUZ COUNTY OFFICE OF ED Total				**$**	**34,140.00**
SAVE MART SUPERMARKETS	4/26/2024	4023401	080	$	200.00
SAVE MART SUPERMARKETS Total				**$**	**200.00**
SCHOLASTIC INC.	4/26/2024	4023414	010	$	283.13
SCHOLASTIC INC. Total				**$**	**283.13**
SCHOOL HEALTH CORPORATION	4/12/2024	4023212	010	$	181.03
	4/18/2024	4023224	080	$	80.91
SCHOOL HEALTH CORPORATION Total				**$**	**261.94**
SCHOOL NURSE SUPPLY INC.	4/12/2024	4023156	010	$	75.29
	4/19/2024	4023327	010	$	125.06
SCHOOL NURSE SUPPLY INC. Total				**$**	**200.35**
SCHOOL OF ARTS & CULTURE @ MHP	4/12/2024	4023189	010	$	3,168.00
SCHOOL OF ARTS & CULTURE @ MHP Total				**$**	**3,168.00**
SCHOOL SERVICES OF CALIFORNIA	4/5/2024	4023060	010	$	375.00
SCHOOL SERVICES OF CALIFORNIA Total				**$**	**375.00**
SCHOOL SPECIALTY LLC	4/5/2024	4023061	060	$	1,675.89
	4/12/2024	4023157	060	$	15,714.49
SCHOOL SPECIALTY LLC Total				**$**	**17,390.38**
SECOND INNINGS LLC	4/26/2024	4023430	088	$	2,275.00
SECOND INNINGS LLC Total				**$**	**2,275.00**
SECOND START LEARNING	4/19/2024	4023301	080	$	16,400.00
SECOND START LEARNING Total				**$**	**16,400.00**
SECURITY CONTRACTOR SERVICES	4/12/2024	4023098	050	$	65.72
	4/19/2024	4023302	050	$	46.73
SECURITY CONTRACTOR SERVICES Total				**$**	**112.45**
SELF INSURED SCHOOLS OF	4/4/2024	4023005	670	$	918,531.00
SELF INSURED SCHOOLS OF Total				**$**	**918,531.00**
SERVICE STATION SYSTEMS	4/12/2024	4023158	010	$	252.25
	4/18/2024	4023253	050	$	275.00
SERVICE STATION SYSTEMS Total				**$**	**527.25**
SEVERIN INTERMEDIATE HOLDINGS	4/5/2024	4023040	010	$	3,474.00
SEVERIN INTERMEDIATE HOLDINGS Total				**$**	**3,474.00**
SFCC INTERMEDIATEHOLDINGS INC	4/26/2024	4023376	010	$	252.86
		4023402	010	$	250.31
		4023441	060	$	992.40
	4/12/2024	4023086	010	$	204.09
SFCC INTERMEDIATEHOLDINGS INC Total				**$**	**1,699.66**
SHARED PLATE STRATEGIES LLC	4/18/2024	4023254	130	$	1,906.00
SHARED PLATE STRATEGIES LLC Total				**$**	**1,906.00**
SHARKS ICE LLC	4/4/2024	4023002	010	$	1,008.00
SHARKS ICE LLC Total				**$**	**1,008.00**
SHARP ELECTRONICS CORPORATION	4/5/2024	4023024	060	$	419.06
SHARP ELECTRONICS CORPORATION Total				**$**	**419.06**
SHAYLYN NORENE ORDAZ	4/12/2024	4023127	010	$	24.79

Vendor Name	Date	Warrant #	Fund	Sum of Amount
SHAYLYN NORENE ORDAZ Total				$ 24.79
SHAYNE SORIANO	4/29/2024	4023475	010	$ 150.14
SHAYNE SORIANO Total				$ 150.14
SIXTH DIMENSION PMCM INC	4/26/2024	4023351	210	$ 18,860.00
SIXTH DIMENSION PMCM INC Total				$ 18,860.00
SOLUTION TREE INC	4/12/2024	4023159	010	$ 758.46
	4/18/2024	4023225	010	$ 194.47
SOLUTION TREE INC Total				$ 952.93
SOUND & SIGNAL INC.	4/19/2024	4023328	050	$ 4,300.00
SOUND & SIGNAL INC. Total				$ 4,300.00
SOUTHERN COUNTIES LUBRICANTS	4/26/2024	4023377	010	$ 29,445.03
	4/5/2024	4023041	010	$ 8,766.70
SOUTHERN COUNTIES LUBRICANTS Total				$ 38,211.73
SPRINGHILL SMC LLC	4/19/2024	4023339	010	$ 2,509.56
SPRINGHILL SMC LLC Total				$ 2,509.56
SPURR	4/12/2024	4023179	010	$ 18,537.79
SPURR Total				$ 18,537.79
STANDARD INSURANCE CO.	4/29/2024	4023489	010	$ 17,656.41
STANDARD INSURANCE CO. Total				$ 17,656.41
STARFALL EDUCATION FOUNDATION	4/8/2024	4023073	010	$ 355.00
STARFALL EDUCATION FOUNDATION Total				$ 355.00
STATE OF CA - BOARD OF	4/25/2024	4023343	010	$ 185.00
			060	$ 363.00
			080	$ 31.00
STATE OF CA - BOARD OF Total				$ 579.00
STATE OF CALIFORNIA	4/19/2024	4023303	010	$ 866.00
STATE OF CALIFORNIA Total				$ 866.00
STATEWIDE TRAFFIC SAFETY AND	4/19/2024	4023329	050	$ 1,090.26
STATEWIDE TRAFFIC SAFETY AND Total				$ 1,090.26
STUDIO W ASSOCIATES INC.	4/12/2024	4023206	210	$ 15,169.75
STUDIO W ASSOCIATES INC. Total				$ 15,169.75
SUNBELT RENTALS INC.	4/26/2024	4023462	050	$ 2,965.60
	4/5/2024	4023013	050	$ 307.43
SUNBELT RENTALS INC. Total				$ 3,273.03
SUPER DUPER INC	4/26/2024	4023403	060	$ 138.74
	4/18/2024	4023226	060	$ 3,065.38
SUPER DUPER INC Total				$ 3,204.12
SUSAN M HAMADA	4/26/2024	4023431	060	$ 1,044.17
SUSAN M HAMADA Total				$ 1,044.17
SUTHERLAND CONSULTING GROUP	4/19/2024	4023304	010	$ 2,920.00
SUTHERLAND CONSULTING GROUP Total				$ 2,920.00
SVA ARCHITECTS INC.	4/18/2024	4023270	210	$ 2,433.00
SVA ARCHITECTS INC. Total				$ 2,433.00
SWEETWATER SOUND INC	4/19/2024	4023330	010	$ 9,864.16
SWEETWATER SOUND INC Total				$ 9,864.16
SYSCO SAN FRANCISCO INC.	4/26/2024	4023432	130	$ 18,806.87
SYSCO SAN FRANCISCO INC. Total				$ 18,806.87
SYTECH SOLUTIONS INC.	4/12/2024	4023190	010	$ 6,900.00
SYTECH SOLUTIONS INC. Total				$ 6,900.00
TAG/AMS. INC.	4/19/2024	4023305	010	$ 170.00

Vendor Name	Date	Warrant #	Fund	Sum of Amount
TAG/AMS. INC. Total				$ 170.00
TALTON, VERONICA	4/26/2024	4023463	010	$ 43.94
	4/12/2024	4023128	010	$ 55.28
		4023180	010	$ 148.05
TALTON, VERONICA Total				$ 247.27
TAYMARK	4/26/2024	4023415	010	$ 939.71
	4/5/2024	4023042	010	$ 64.48
	4/12/2024	4023109	010	$ 2,255.17
TAYMARK Total				$ 3,259.36
TEACHER CREATED MATERIALS INC.	4/12/2024	4023160	060	$ 1,909.98
	4/18/2024	4023227	060	$ 1,551.85
TEACHER CREATED MATERIALS INC. Total				$ 3,461.83
TEACHER SYNERGY LLC	4/26/2024	4023442	060	$ 277.49
TEACHER SYNERGY LLC Total				$ 277.49
TEAMSTERS LOCAL #150	4/29/2024	4023490	010	$ 10,612.00
TEAMSTERS LOCAL #150 Total				$ 10,612.00
TEAMSTERS MANAGED TRUST FUNDS	4/5/2024	4023062	670	$ 234,832.00
TEAMSTERS MANAGED TRUST FUNDS Total				$ 234,832.00
TEREASA BARRETT SMITH	4/26/2024	4023464	010	$ 349.73
TEREASA BARRETT SMITH Total				$ 349.73
TEXAS LIFE INSURANCE	4/29/2024	4023491	010	$ 6,979.28
TEXAS LIFE INSURANCE Total				$ 6,979.28
THAO THI THU DOAN	4/12/2024	4023181	010	$ 90.00
THAO THI THU DOAN Total				$ 90.00
THE CITY PEACE PROJECT	4/26/2024	4023404	010	$ 6,000.00
	4/5/2024	4023043	060	$ 1,500.00
	4/19/2024	4023306	060	$ 1,200.00
THE CITY PEACE PROJECT Total				$ 8,700.00
THE CREEKSIDE SCHOOL	4/12/2024	4023161	080	$ 13,343.90
THE CREEKSIDE SCHOOL Total				$ 13,343.90
THE DANIELSEN COMPANY	4/18/2024	4023232	130	$ 45,287.71
THE DANIELSEN COMPANY Total				$ 45,287.71
THE ENVISIONEERS INC	4/19/2024	4023331	060	$ 109,270.01
THE ENVISIONEERS INC Total				$ 109,270.01
THE GOODYEAR TIRE & RUBBER	4/5/2024	4023044	010	$ 5,844.14
THE GOODYEAR TIRE & RUBBER Total				$ 5,844.14
THE PAPE' GROUP INC	4/5/2024	4023063	010	$ 300.00
	4/12/2024	4023162	010	$ 300.00
THE PAPE' GROUP INC Total				$ 600.00
THE PROPHET CORPORATION	4/26/2024	4023405	010	$ 1,579.97
	4/5/2024	4023025	010	$ 8,879.14
			060	$ 2,600.42
	4/12/2024	4023163	010	$ 287.76
		4023213	010	$ 3,929.01
	4/18/2024	4023228	010	$ 4,781.60
		4023271	010	$ 1,924.93
THE PROPHET CORPORATION Total				$ 23,982.83
THE STEPPING STONES GROUP LLC	4/12/2024	4023164	080	$ 66,613.30
THE STEPPING STONES GROUP LLC Total				$ 66,613.30
THE TECH INTERACTIVE	4/12/2024	4023191	060	$ 770.00

Vendor Name	Date	Warrant #	Fund	Sum of Amount
THE TECH INTERACTIVE	4/18/2024	4023255	060	$ 530.00
THE TECH INTERACTIVE Total				**$ 1,300.00**
THE TRUST FOR HIDDEN VILLA	4/2/2024	4023000	060	$ 67.20
THE TRUST FOR HIDDEN VILLA Total				**$ 67.20**
THINK TOGETHER	4/26/2024	4023433	120	$ 37,746.90
	4/5/2024	4023014	060	$ 164,064.18
		4023064	060	$ 366,818.20
	4/18/2024	4023256	060	$ 366,818.20
		4023272	120	$ 90,850.88
THINK TOGETHER Total				**$ 1,026,298.36**
TINA MARIE SANDERS	4/19/2024	4023332	130	$ 111.89
TINA MARIE SANDERS Total				**$ 111.89**
TSG ENTERPRISES INC.	4/12/2024	4023207	210	$ 2,948.00
TSG ENTERPRISES INC. Total				**$ 2,948.00**
TUTORWORKS INC.	4/5/2024	4023065	060	$ 77,737.00
	4/19/2024	4023307	060	$ 2,101.00
TUTORWORKS INC. Total				**$ 79,838.00**
U.S. BANK	4/19/2024	4023276	010	$ 5,239.72
			060	$ 607.39
			130	$ 448.69
			210	$ 5,118.14
U.S. BANK Total				**$ 11,413.94**
UBEO MIDCO LLC	4/26/2024	4023465	010	$ 2,069.49
			060	$ 3,742.42
			050	$ 217.41
			080	$ 792.12
	4/12/2024	4023182	010	$ 59.51
	4/29/2024	4023466	010	$ 5,792.70
			060	$ 1,792.20
			050	$ 217.41
			080	$ 65.50
			130	$ 2,130.48
			210	$ 25.35
UBEO MIDCO LLC Total				**$ 16,904.59**
ULINE INC	4/19/2024	4023333	010	$ 476.43
ULINE INC Total				**$ 476.43**
UNAMESA ASSOCIATION	4/18/2024	4023257	060	$ 20,000.00
UNAMESA ASSOCIATION Total				**$ 20,000.00**
UNITED PARCEL SERVICE	4/12/2024	4023192	010	$ 212.00
UNITED PARCEL SERVICE Total				**$ 212.00**
UNITED REFRIGERATION INC.	4/12/2024	4023165	050	$ 1,599.11
UNITED REFRIGERATION INC. Total				**$ 1,599.11**
URENA, ALONDRA BEAS	4/29/2024	4023476	010	$ 101.84
URENA, ALONDRA BEAS Total				**$ 101.84**
VALENTIN MOLINA LOPEZ	4/29/2024	4023477	010	$ 198.80
VALENTIN MOLINA LOPEZ Total				**$ 198.80**
VARITRONICS LLC	4/12/2024	4023166	010	$ 473.86
VARITRONICS LLC Total				**$ 473.86**
VERIZON COMMUNICATIONS INC.	4/8/2024	4023074	010	$ 5,780.62
	4/19/2024	4023334	010	$ 4,213.84

AP Check Register - Pivot Table Summary by Vendor
April 2024

Vendor Name	Date	Warrant #	Fund	Sum of Amount
VERIZON COMMUNICATIONS INC. Total			$	9,994.46
VISTA CENTER FOR THE BLIND &	4/19/2024	4023308 080	$	902.50
VISTA CENTER FOR THE BLIND & Total			$	902.50
VIVI LLC	4/12/2024	4023167 060	$	2,165.01
VIVI LLC Total			$	2,165.01
VOCOVISION LLC	4/19/2024	4023309 080	$	54,181.25
VOCOVISION LLC Total			$	54,181.25
W.W. GRAINGER INC.	4/5/2024	4023026 140	$	3,398.29
	4/12/2024	4023099 050	$	264.15
W.W. GRAINGER INC. Total			$	3,662.44
WENDY CRUZ-ALCANTAR	4/29/2024	4023478 010	$	70.64
WENDY CRUZ-ALCANTAR Total			$	70.64
WEST MUSIC COMPANY INC	4/26/2024	4023434 010	$	511.92
	4/5/2024	4023027 010	$	529.41
WEST MUSIC COMPANY INC Total			$	1,041.33
WEX Health Inc	4/12/2024	4023168 670	$	60.00
WEX Health Inc Total			$	60.00
WOODWIND & BRASSWIND INC.	4/12/2024	4023169 010	$	60.15
	4/18/2024	4023229 010	$	7,333.17
WOODWIND & BRASSWIND INC. Total			$	7,393.32
WOWZY CREATION CORP.	4/18/2024	4023230 010	$	876.46
WOWZY CREATION CORP. Total			$	876.46
YMCA OF SILICON VALLEY	4/12/2024	4023170 010	$	675.00
YMCA OF SILICON VALLEY Total			$	675.00
YONDR INC	4/18/2024	4023258 060	$	33,664.32
YONDR INC Total			$	33,664.32
YOUTH SCIENCE INSTITUTE	4/18/2024	4023259 060	$	945.00
YOUTH SCIENCE INSTITUTE Total			$	945.00
Grand Total			$	6,736,101.02

13.06

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 26, 2024

Subject: **Approve Bond Contracts/Extensions**

Staff Analysis: The District has received a summarized list of bond contracts/extensions dates May 9, 2024.

Recommendation: Staff recommends approval of the Bond Contracts/Extensions.

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

To the Board of Trustees:

Recommend Approval

13.06
Agenda Placement

Meeting: May 9, 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
May 9, 2024 Board Meeting

BOND CONTRACTS/EXTENSIONS

CONTRACTOR NAME	DATE OF SERVICE	COST	PURPOSE
Innovate Concrete, Inc.	05/10/24	$ 55,958.00	Contractor will provide Construction Services for Installation of a Bus Drop-Off Project #11 at Linda Vista.
Sixth Dimension	05/10/24	$ 8,536.00	Contractor will provide Construction Management Services for the new bus stop at Linda Vista and a new contract term to December 31, 2024.

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: April 26, 2024

To the Superintendent of Schools

Subject: **Approve Construction Services for the Installation of a Bus Drop-Off Project #11 at Linda Vista Elementary School with Innovate Concrete Inc.**

Staff Analysis: Bidding for the Linda Vista Bus Drop-Off project was held on 4/25/24; a single bid was received from Innovate Concrete, Inc. The fee for construction services at Linda Vista Elementary School includes sitework associated with the installation of a new bus drop-off area. See attached bid documents from Innovate Concrete, Inc.

The cost for this work is $55,958.00.

Item	Amount
Contract Amount	$55,958.00

Recommendation: Staff recommends that the Board of Trustees award the contract amount to Innovate Concrete, Inc.

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

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

To the Board of Trustees:

Meeting: May 09, 2024
Regular Board Meeting

Recommended Approval

Agenda Placement

Imee Almazan, Ed.D., Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: Seconded by:

Approved Not Approved Tabled

BID TABULATION

PROJECT: Linda Vista Bus Drop-Off Project #11

#	BIDDER	Base Bid
1	Innovate Concrete	$ 55,958.00

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Board of Trustees: Date: 04/25/2024

Subject: **Agreement for Construction Management services with Sixth Dimension PMCM Inc. for the new bus stop at Linda Vista School in the amount of $8,536 and a contract term to December 31, 2024.**

Staff Analysis: Sixth Dimension submitted a cost proposal to provide construction management services for the new bus stop at Linda Vista School in the amount of $8,536, with term date of December 31, 2024.

Recommendation: Staff recommends the Board of Trustees approve the agreement with Sixth Dimension PMC in the amount of $8,536 and a contract term of December 31, 2024.

Prepared by: Marc Freitas Title: Director of Bonds Department

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

To the Board of Trustees: Meeting: May 9, 2024

Recommended Approval Regular Board Meeting

Agenda Placement Imee C. Almazan, Ed.D., Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: Seconded by:

Approved Not Approved Tabled

916-246-6222
1504 Franklin Street
Suite 102
Oakland, CA 94612
www.6DPMCM.com

April 18, 2024

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

Subject: ARUSD – Proposal for Construction Management Service – Bus Drop Off Linda Vista

Dear Mr. Chheng,

Sixth Dimension (6DPMCM) has appreciated the opportunity to work with the District on your Measure I & J 2023/024 Summer Projects and is pleased to submit this Fee and Staffing Plan Proposal for Construction Management Services for the new Bus Drop Off at Linda Vista School.

Our staffing plan and fee proposal for this endeavor in the amount of $8,536, is attached for your review and consideration. Our team is available, committed, and ready to undertake this endeavor on the District's behalf. Additionally, our team is committed to ensuring continued success of the District program and projects.

Please don't hesitate to contact me or Project Director Dolores Montenegro, if there are any questions.

Sixth Dimension|6DPMCM

Karl Schultz,
Co-President/CEO

SixthDimension

ALUM ROCK UNION SCHOOL DISTRICT - FEE PROPOSAL / STAFFING PLAN

Linda Vista Bus Drop Off

Schedule Activity	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24			
Bid Package Development															
Procurement															
Construction Plus Closeout															
Position	**Jan-23**	**Feb-23**	**Mar-23**	**Apr-23**	**May-23**	**Jun-23**	**Jul-23**	**Aug-23**	**Sep-23**	**Oct-23**	**Nov-23**	**Dec-23**	**Total Hours**	**Rate**	**Total**
Principal -in-Charge	0	0	0	0	0	0	0	0	0	0	0	0	0	$237	$0
Project Director	0	0	0	0	0	0	0	0	0	0	0	0	0	$237	$0
Construction Manager	0	0	8	8	8	8	6	6	0	0	0	0	44	$194	$8,536
Estimating	0	0	0	0	0	0	0	0	0	0	0	0	0	$195	$0
Constructability Review	0	0	0	0	0	0	0	0	0	0	0	0	0	$189	$0
Estimating (Construction)	0	0	0	0	0	0	0	0	0	0	0	0	0	$189	$0
Reimbursables	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0
Total	**$0**	**$0**	**$1,552**	**$1,552**	**$1,552**	**$1,552**	**$1,164**	**$1,164**	**$0**	**$0**	**$0**	**$0**	**$44**		**$8,536**

13.07

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: **Approve Teamsters, Supervisory, and Management Confidential Calendars for 2024 – 2025.**

Staff Analysis:

District administration met with Teamsters, Supervisory and Management/Confidential groups to develop coordinated calendars for the 2024 - 2025 school year.

Recommendation:

District administration is recommending that the Board of Trustees approve the 2024 - 2025 calendars.

Submitted by: George Kleidon Ed.D. Title: Director of Human Resources

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

To the Board of Trustees:
Recommend Approval

13.07
Agenda Placement

Meeting: May 9, 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

TEAMSTERS 2024-2025 DRAFT 04/18/2024

JULY

M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

7/4 Fourth of July

AUGUST

M	T	W	TH	F
			1	2
5	6 ♦	7	8	9
12 ★	13	14	15	16
19	20	21	22	23
26	27	28	29	30

SEPTEMBER

M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30* NWD				

9/2 Labor Day

9/30 non work day for 9.5/10 month

OCTOBER

M	T	W	TH	F
	1* NWD	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

10/1 non work day for 9.5/10 month

NOVEMBER

M	T	W	TH	F
				1* NWD
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25*	26*	27*	28	29

11/1 non work day for 9.5/10 month

11/11 Veteran's Day

11/28 Thanksgiving Day

DECEMBER

M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20*
23*	24	25	26	27
30	31			

12/25 Christmas Day

Legal Holiday

Local Holiday

* Students Not In Attendance

Starting/Ending Dates for Students

JANUARY

M	T	W	TH	F
		1	2*	3*
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

1/1 New Year's Day

1/20 MLK

FEBRUARY

M	T	W	TH	F
3	4	5	6	7
10	11	12	13	14
17	18*	19*	20*	21
24	25	26	27	28

2/17 President's Day

MARCH

M	T	W	TH	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

3/31 Cesar Chavez (Observed)

APRIL

M	T	W	TH	F
	1	2	3	4
7* NWD	8* NWD	9* NWD	10* NWD	11* NWD
14	15	16	17	18
21	22	23	24	25
28	29	30		

4/7 Spring Break

4/7-11 non-work days for 9.5/10 month

MAY

M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

5/26 Memorial Day

JUNE

M	T	W	TH	F
2	3	4	5	6
9 ♦	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

6/19 Juneteenth

✦ 1st & Last Day for CNA I (180 Days)

★ 1st & Last Day for CNA II (181 Days)

♦ 1st & Last Day for Bus Drivers (186 Days)

Board Approval:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

SUPERVISORY 2024-2025 DRAFT 04/18/2024

JULY

M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30 ◆	31		

7/4 Fourth of July

AUGUST

M	T	W	TH	F
			1	2
5	6	7	8 ★	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

SEPTEMBER

M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30* NWD				

9/2 Labor Day

9/30 non work day for 10 month

OCTOBER

M	T	W	TH	F
	1* NWD	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

10/1 non work day for 10 month

NOVEMBER

M	T	W	TH	F
				1* NWD
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25*	26*	27*	28	29

11/11 Veteran's Day

11/28 Thanksgiving Day

DECEMBER

M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20*
23*	24	25	26*	27*
30*	31			

12/25 Christmas Day

Legal Holiday

Local Holiday

* Students Not In Attendance

Starting/Ending Dates for Students

JANUARY

M	T	W	TH	F
		1	2*	3*
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

1/1 New Year's Day

1/20 MLK

FEBRUARY

M	T	W	TH	F
3	4	5	6	7
10	11	12	13	14
17	18*	19*	20*	21
24	25	26	27	28

2/17 President's Day

MARCH

M	T	W	TH	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

3/31 Cesar Chavez (Observed)

APRIL

M	T	W	TH	F
	1	2	3	4
7*	8*	9* NWD	10* NWD	11* NWD
14	15	16	17	18
21	22	23	24	25
28	29	30		

4/7-11 Spring Break

4/10-11 non-work days

MAY

M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

5/26 Memorial Day

JUNE

M	T	W	TH	F
2	3	4	5	6
9 ★	10	11	12	13
16	17	18	19	20 ◆
23	24	25	26	27
30				

6/19 Juneteenth

★ 1st & Last Day for Kitchen/Satellite Supervisors (185 Days)

12 Month Supervisor Work Year = 225 Days

10 Month Supervisor Work Year = 185 Days

◆ 1st & Last day for SLS Supervisors (199 Days)

Board Approval:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

MANAGEMENT-CONFIDENTIAL 2024-2025 DRAFT 04/18/2024

JULY

M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

7/4 Fourth of July

AUGUST

M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

SEPTEMBER

M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30*				

9/4 Labor Day

OCTOBER

M	T	W	TH	F
	1*	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

NOVEMBER

M	T	W	TH	F
				1*
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25*	26*	27*	28	29

11/10 Veteran's Day

11/28 Thanksgiving Day

DECEMBER

M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20*
23*	24	25	26*	27*
30*	31			

12/25 Christmas Day

Legal Holiday

Local Holiday

* Students Not In Attendance

Starting/Ending Dates for Students

JANUARY

M	T	W	TH	F
		1	2*	3*
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

1/1 New Year's Day

1/20 MLK

FEBRUARY

M	T	W	TH	F
3	4	5	6	7
10	11	12	13	14
17	18*	19*	20*	21
24	25	26	27	28

2/17 President's Day

MARCH

M	T	W	TH	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

3/31 Cesar Chavez (Observed)

APRIL

M	T	W	TH	F
	1	2	3	4
7*	8*	9*	10*	11*
14	15	16	17	18
21	22	23	24	25
28	29	30		

4/7-11 Spring Break

MAY

M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

5/26 Memorial Day

JUNE

M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

6/19 Juneteenth

Mandatory Teacher Work Days

New Teacher Institute

Board Approval:

13.08

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF TRUSTEES

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

Subject: **Santa Clara County Treasury Investment Portfolio Status**

Staff Analysis: In compliance with the State of California Government Code as amended by Chapters 783 and 784, Statues of 1995 and in compliance with county-policy, the Santa Clara County Treasury Investment Portfolio Report as of June 30, 2023 is submitted for the Board of Trustee's review and acceptance.

Recommendation: Staff recommends that the Board of Trustees approve the SCC Investment Portfolio Report as of December 31, 2023.

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

To the Board of Trustees:

Recommend Approval

13.08
Agenda Placement

Meeting: May 9, 2024
Regular Board Meeting

Imee Almazan, Ed.D., Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

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County of Santa Clara

Finance Agency
Controller-Treasurer Department

County Government Center
70 W. Hedding Street, East Wing, 2nd Floor
San Jose, California 95110-1705
(408) 299-5200 FAX (408) 288-9237

March 19, 2024

Submitted by: DocuSigned by: Margaret Olaiya 88C20E0A14E143D...
Margaret Olaiya, Finance Director

TO: BOARD OF TRUSTEES, SANTA CLARA COUNTY SCHOOL DISTRICTS
BOARDS OF DIRECTORS, SANTA CLARA COUNTY SPECIAL PURPOSE DISTRICTS

FROM: MARIA OBERG, CONTROLLER-TREASURER DocuSigned by: Maria Oberg 9ABA3FDE7592488...

SUBJECT: COUNTY OF SANTA CLARA TREASURY INVESTMENT PORTFOLIO STATUS

RECOMMENDATION

Receive and file the December 31, 2023, Detailed Investment Portfolio Listing.

DISCUSSION

In compliance with the State of California Government Code as amended by Chapters 783 and 784, Statutes of 1995 and in compliance with County Policy, the Santa Clara County Treasury Investment Portfolio Report as of December 31, 2023, is submitted for your review and acceptance.

The attached detailed investment report lists each investment of the County Treasury Pool, as well as individual reports for specific investment funds that each school district or special district has in the County Treasury. The reports include the respective purchase and maturity dates, par value, amortized cost, market value, and yield to maturity for each investment.

A summary of market value versus cost is provided below for Commingled Investments of the County Pool.

	Cost	Market Value	Increase (Decrease)	Percent
Commingled Investments	$ 12,736,734,016	$ 12,525,115,567	-$ 211,618,449	-1.66%

Board of Supervisors: Sylvia Arenas, Cindy Chavez, Otto Lee, Susan Ellenberg, S. Joseph Simitian
County Executive: James R. Williams

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The yield of the Pool on December 31, 2023, was 3.67%. As a comparison, on December 31, 2023, the yield of a 6-month Treasury Bill was 5.26%. A two-year Treasury Note was 4.25%. The State of California Local Agency Investment Fund (LAIF) yield was 3.93%.

Attached with the current investment-economic outlook is a schedule that lists the average weighted maturities and yield for the Commingled Investment Pool. Charts outlining investment concentrations and distribution of bond maturities are provided for the Pool. Also included is a chart showing the fiscal year-to date history of the Pool along with interest rates offered by selected comparable instruments.

Securities are purchased with the expectation that they will generally be held to maturity, hence unrealized gains or losses are not reflected in the yield calculations.

The market values of Pool securities were taken from pricing services provided by Bank of New York Mellon, Bloomberg Analytics, dealer quotes, and an independent pricing service.

A combination of maturing securities, new revenues, and tax receipts will adequately cover the anticipated cash flow needs for the next six months. Cash flows are continually monitored and are considered paramount in the selection of securities purchased for the Pool.

Attachments:

December 31, 2023, Quarterly Investment Report

Quarterly Investment Report

December 31, 2023

Quarterly Investment Review Table of Contents

Quarterly Investment Report

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Board of Supervisors: Sylvia Arenas, Cindy Chavez, Otto Lee, Susan Ellenberg, S. Joseph Simitian

County Executive: Jeffrey V. Smith

Santa Clara County Commingled Pool and Segregated Investments

December 31, 2023

Fund	Cost Value**	Market Value	Variance	% Variance
Commingled Investment Pool	$12,736,734,016	$12,525,115,567	-$211,618,449	-1.66%
Worker's Compensation	$31,127,113	$30,234,512	-$892,600	-2.87%
Park Charter Fund	$4,570,144	$4,465,128	-$105,016	-2.30%
San Jose-Evergreen	$22,177,988	$22,169,187	-$8,801	-0.04%
Medical Malpractice Insurance Fund (1)	$10,051,628	$9,781,441	-$270,187	-2.69%
Total	**$12,804,660,888**	**$12,591,765,836**	**-$212,895,053**	**-1.66%**

(1) Managed by Chandler Asset Management, Inc.

Summary of Yields* for Select Santa Clara County Investment Funds

Fund	2023			2022
	Oct 31	Nov 30	Dec 31	Dec 31
Commingled Investment Pool	3.01%	3.39%	3.67%	2.70%
Worker's Compensation	2.41%	2.82%	2.94%	1.98%
Weighted Yield	**3.01%**	**3.39%**	**3.67%**	**2.70%**

*Yield to maturity (YTM) is the rate of return paid on a bond, note, or other fixed income security if the investor buys and holds it to its maturity date and if the coupon interest paid over the life of the bond is reinvested at the same rate as the coupon rate. The calculation for YTM is based on the coupon rate, length of time to maturity, and market price at time of purchase.

Yield is a snapshot measure of the yield of the portfolio on the day it was measured based on the current portfolio holdings on that day. This is not a measure of total return, and is not intended to be, since it does not factor in unrealized capital gains and losses and reinvestment rates are dependent upon interest rate changes

**Cost Value is the amortized book value of the securities as of the date of this report.

Santa Clara County Commingled Pool and Segregated Investments

Economic Update and Portfolio Strategy

December 31, 2023

The U.S. economy's fourth-quarter growth exceeded forecasts. Gross domestic product increased at a 3.3 percent annualized rate with consumer spending accounting for most of the expansion. Growth was boosted by better-than-expected holiday spending and purchasing power benefited from the effects of receding inflation. For all of 2023, the economy expanded 2.5 percent. Despite the burden of Federal Reserve Bank (Fed) interest rates at a two-decade high upon households and businesses, consumer spending has been sustained by durable job growth and most recently from rising equity markets and diminishing inflation. The consumer price index has fallen from its recent peak of 9 percent in mid-2022 to around 3 percent in December 2023. The Fed has been able to achieve significant progress on inflation without causing the labor market to experience the kind of increase in unemployment that has been very typical of similar rate-hiking cycles. The December unemployment rate, at 3.7 percent, a historically low rate, is about where it was when the Fed began raising rates in March 2022.

Federal Reserve policy makers decided to hold interest rates steady at their January 2024 meeting. The Fed's benchmark rate has been left unchanged at about 5.4 percent, where it has stood since July 2023, at its highest point since 2001. The bank began raising rates from near zero in March 2022. With recent strong progress in lowering inflation, policy makers have begun to consider when to cut interest rates and by how much. The Fed's preferred inflation measure, the personal-consumption expenditures price index rose 2.6 percent in December from a year earlier, well below the 5.4 percent increase at the end of 2022. Economists expect the first-rate reduction to occur in May or June.

Normally, the Fed cuts borrowing costs because economic activity is slowing sharply. This is not the current circumstance. Growth remained robust throughout 2023. Policy makers are concerned that declining inflation combined with current elevated rates, increases real interest rates (also known as inflation adjusted rates) which could unnecessarily restrain economic activity over time. At the same time, the Fed has an equivalent risk in the other direction: that is the bank cuts rates only to have to make a reversal and raise them again if inflation reaccelerates. It's possible that inflation could stay undesirably high, especially if the economy remains strong, and due to other factors such as geo-politics re-igniting supply chain disruptions.

Fed policy makers have emphasized that incoming data will guide their decision on when to cut interest rates. Given the economy's health, no urgency exists and so far, they have not seen sufficient evidence to begin easing. Also, the Fed's decision is taking place against the backdrop of a presidential campaign as President Joe Biden seeks re-election and defends his administration's inflation performance.

Santa Clara County Commingled Pool and Segregated Investments

Economic Update and Portfolio Strategy

December 31, 2023

The U.S. economy posted another month of mild inflation in December. Inflation closed 2023 trending in the preferred direction of the Fed. The Commerce Department reported that its measure of consumer prices, the Fed's favored inflation gauge, rose 0.2 percent in December from November. In the six months ending in December, prices rose at a 2 percent annual rate, the Fed's target rate of inflation.

Using the same gauge but with core prices, which exclude food and energy items to better track inflation's underlying trend, showed a similar pattern. The core index rose 0.2 percent in December from November, increased 2.9 percent versus a year earlier, and rose at a 1.9 percent annual rate over the final six months of 2023.

Recent employment data indicates the U.S. labor market is still quite sturdy and not on the rapid deceleration trend predicted by some forecasters. U.S. employment posted solid gains in December, exceeding expectations. Nonfarm payrolls increased by 216,000. Modest downward revisions were made to the prior two months. The unemployment rate held at 3.7 percent, while average hourly earnings rose 0.4 percent from a month earlier. Job openings rose in December, exceeding 9 million for the first time in three months. Employers laid off 1 percent of U.S. employees in December. In the 20 years of available data preceding the pandemic, the layoff rate was never so low. The layoff figure is consistent with the very low levels of initial claims for unemployment in December and more recently. Labor Department data suggests that the job market remains healthy, with employment continuing to grow.

The portfolio strategy continues to focus on the:
1. acquisition of high-quality issuers;
2. identifying and selecting bonds with attractive valuations;
3. appropriately sizing the liquidity portion of the portfolio to ensure adequate cash for near term obligations; and
4. ensuring that monies targeted for longer term investments are deployed in vehicles with favorable risk-adjusted yields.

Santa Clara County Commingled Pool and Segregated Investments

Portfolio Liquidity Adequacy, Review, and Monitoring

December 31, 2023

Yield and Weighted Average Maturity

The yield of the Commingled Pool is 3.67 and the weighted average life is 541 days.

Liquidity Adequacy

The County Treasurer believes the Commingled Pool contains sufficient cash flow from liquid and maturing securities, bank deposits and incoming cash to meet the next six months of expected expenditures.

Review and Monitoring

FHN Financial Main Street Advisors, the County's investment advisor, currently monitors the Treasury Department's investment activities.

Additional Information

Securities are purchased with the expectation that they will be held to maturity, so unrealized gains or losses are not reflected in the yield calculations.

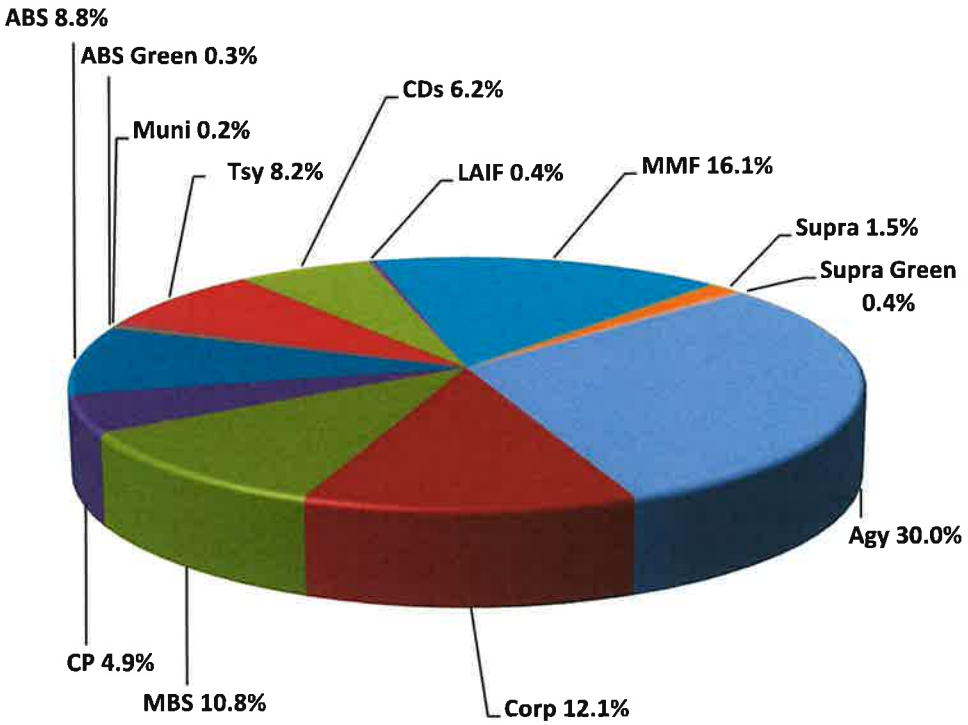
The market values of securities were taken from pricing services provided by the Bank of New York Mellon, Bloomberg Analytics, dealer quotes, and an independent pricing service.

Santa Clara County Commingled Pool

Allocation by Security Types

December 31, 2023

Sector	12/31/2023	9/30/2023	% Chng
Federal Agencies	29.99%	34.93%	-4.93%
Corporate Bonds	12.06%	13.91%	-1.85%
Mortgage Backed Securities	10.78%	12.90%	-2.11%
Commercial Paper	4.93%	3.84%	1.09%
ABS	8.84%	11.42%	-2.58%
ABS Green Bonds	0.32%	0.51%	-0.19%
Municipal Securities	0.24%	0.56%	-0.33%
U.S. Treasuries	8.21%	9.39%	-1.18%
Negotiable CDs	6.24%	4.36%	1.88%
LAIF	0.35%	0.44%	-0.09%
Money Market Funds	16.11%	5.95%	10.16%
Supranationals	1.53%	1.31%	0.22%
Supranationals Green Bonds	0.39%	0.49%	-0.10%
Total	100.00%	100.00%	



Sector	12/31/2023	9/30/2023
Federal Agencies	3,820,301,662	3,524,268,174
Corporate Bonds	1,535,985,231	1,403,390,889
Mortgage Backed Securities	1,373,503,029	1,301,467,610
Commercial Paper	627,985,030	387,103,034
ABS	1,125,959,324	1,152,336,321
ABS Green Bonds	40,735,036	51,423,538
Municipal Securities	29,995,000	56,749,521
U.S. Treasuries	1,046,045,208	947,368,267
Negotiable CDs	795,000,000	440,000,000
LAIF	44,741,793	44,341,935
Money Market Funds	2,052,260,546	600,169,446
Supranational	194,455,435	131,707,406
Supranationals Green Bonds	49,766,721	49,737,583
Total	12,736,734,016	10,090,063,724

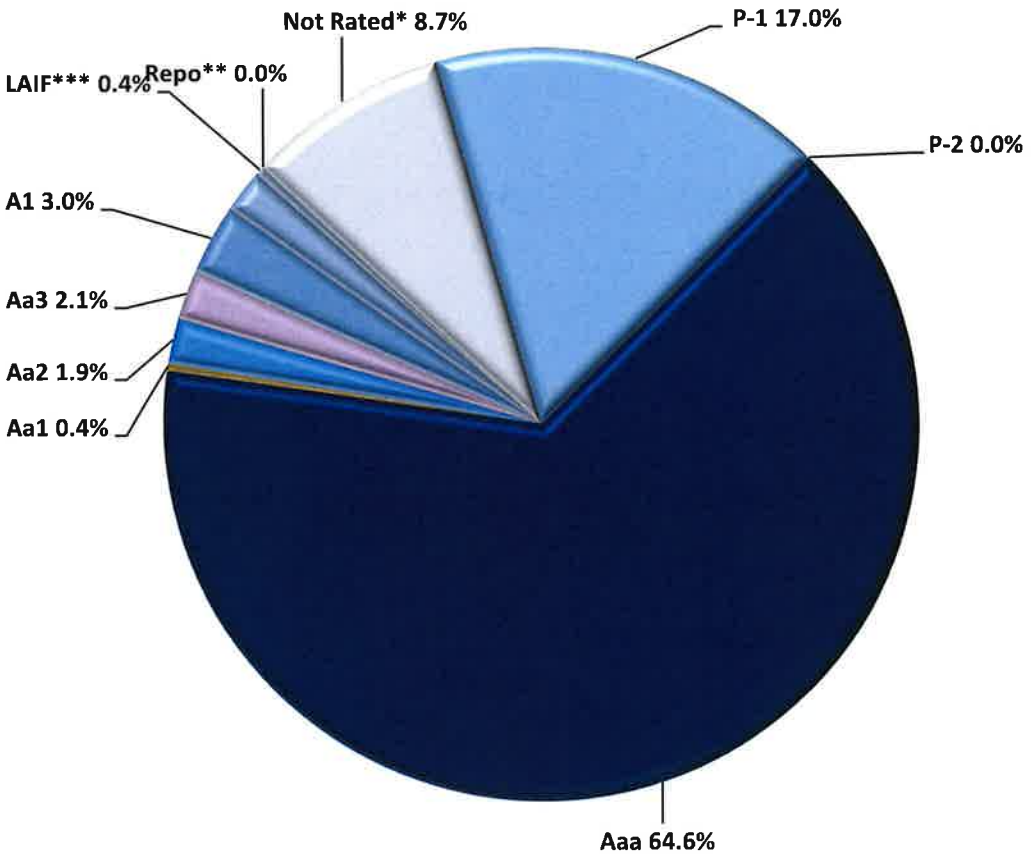
Amounts are based on book value

Santa Clara County Commingled Pool

Allocation by Ratings

December 31, 2023

Moody's Rating	Portfolio $	Portfolio %
P-1	2,161,772,388	17.0%
P-2	-	0.0%
Aaa	8,233,563,903	64.6%
Aa1	44,968,208	0.4%
Aa2	245,502,587	1.9%
Aa3	268,905,754	2.1%
A1	379,546,549	3.0%
A2	235,410,327	1.8%
A3	16,084,705	0.1%
LAIF***	44,741,793	0.4%
Repo**	-	0.0%
Not Rated*	1,106,237,802	8.7%
Total	12,736,734,016	100.0%



*Not Rated by Moody's but at least A-1 & F1 by S&P & Fitch.

**Repurchase Agreements are not rated, but are collateralized by U.S. Treasury securities or securities issued by the Federal Agencies of the U.S.

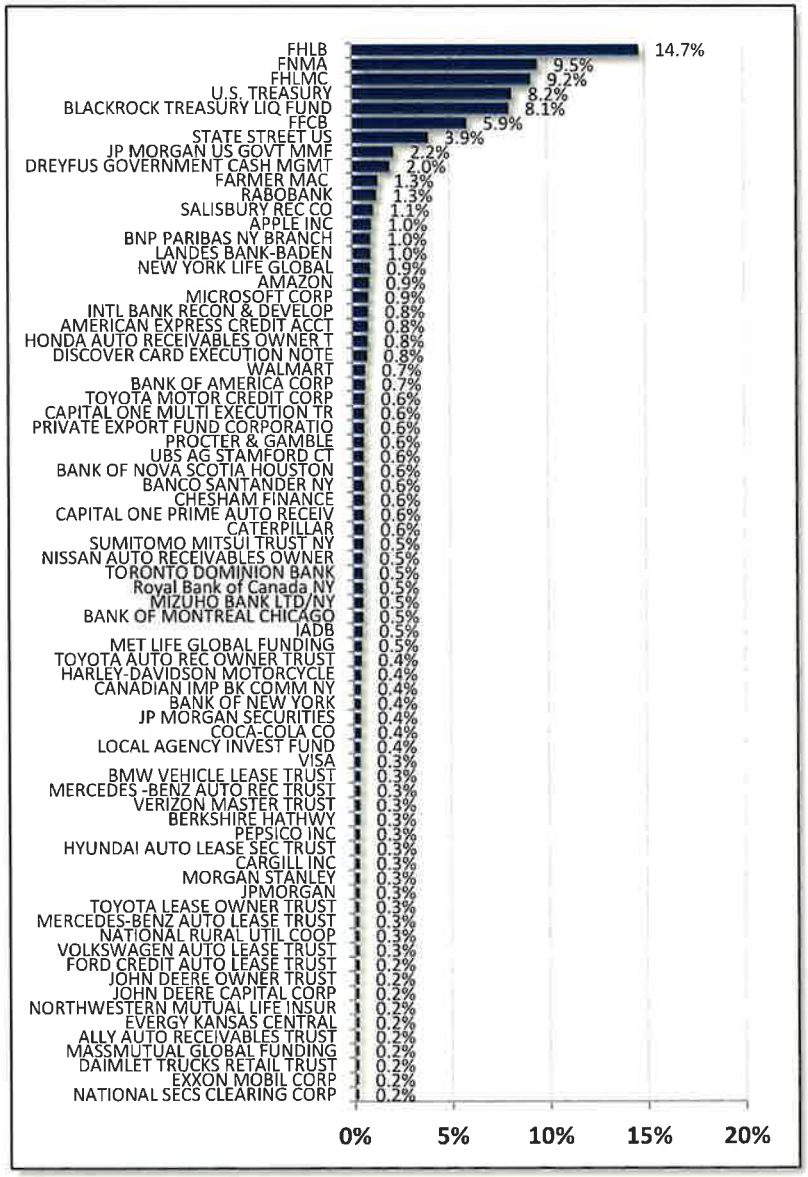
***LAIF is not rated, but is comprised of State Code allowable securities

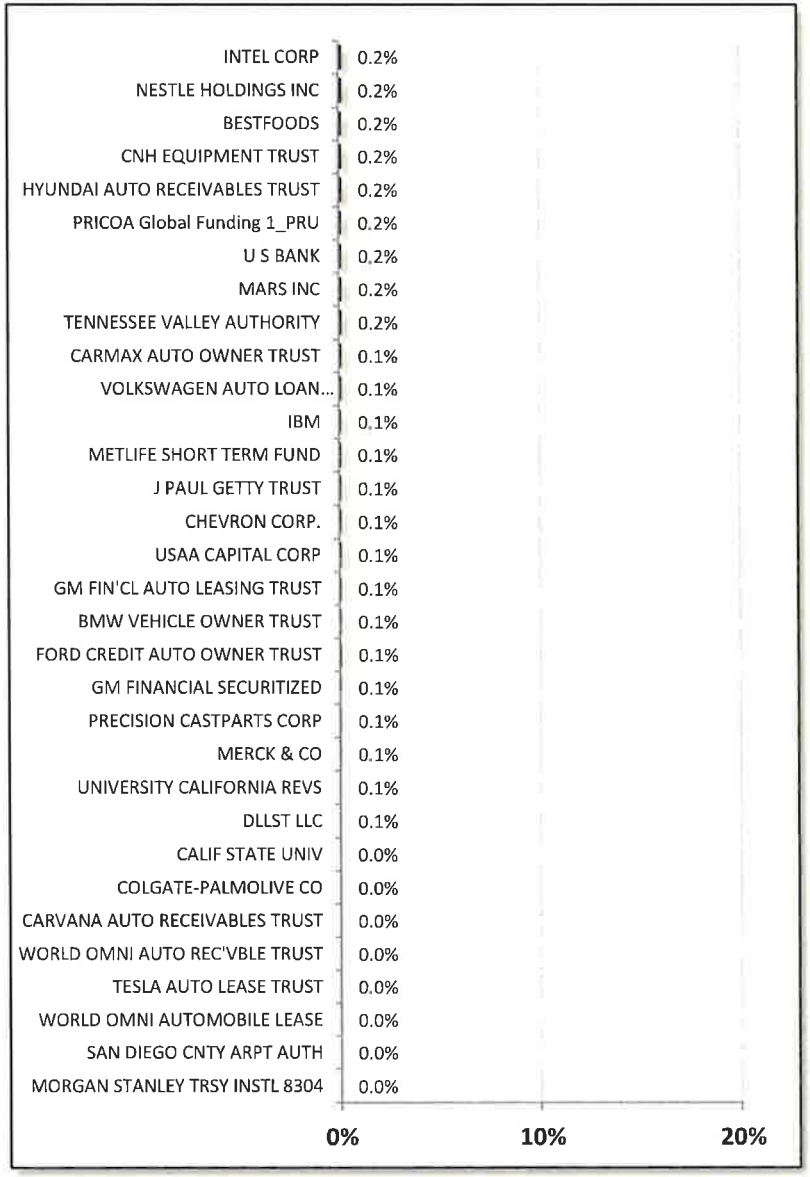
Amounts are based on book values

Santa Clara County Commingled Pool

Holdings by Issuer - Percent of Commingled Pool

December 31, 2023



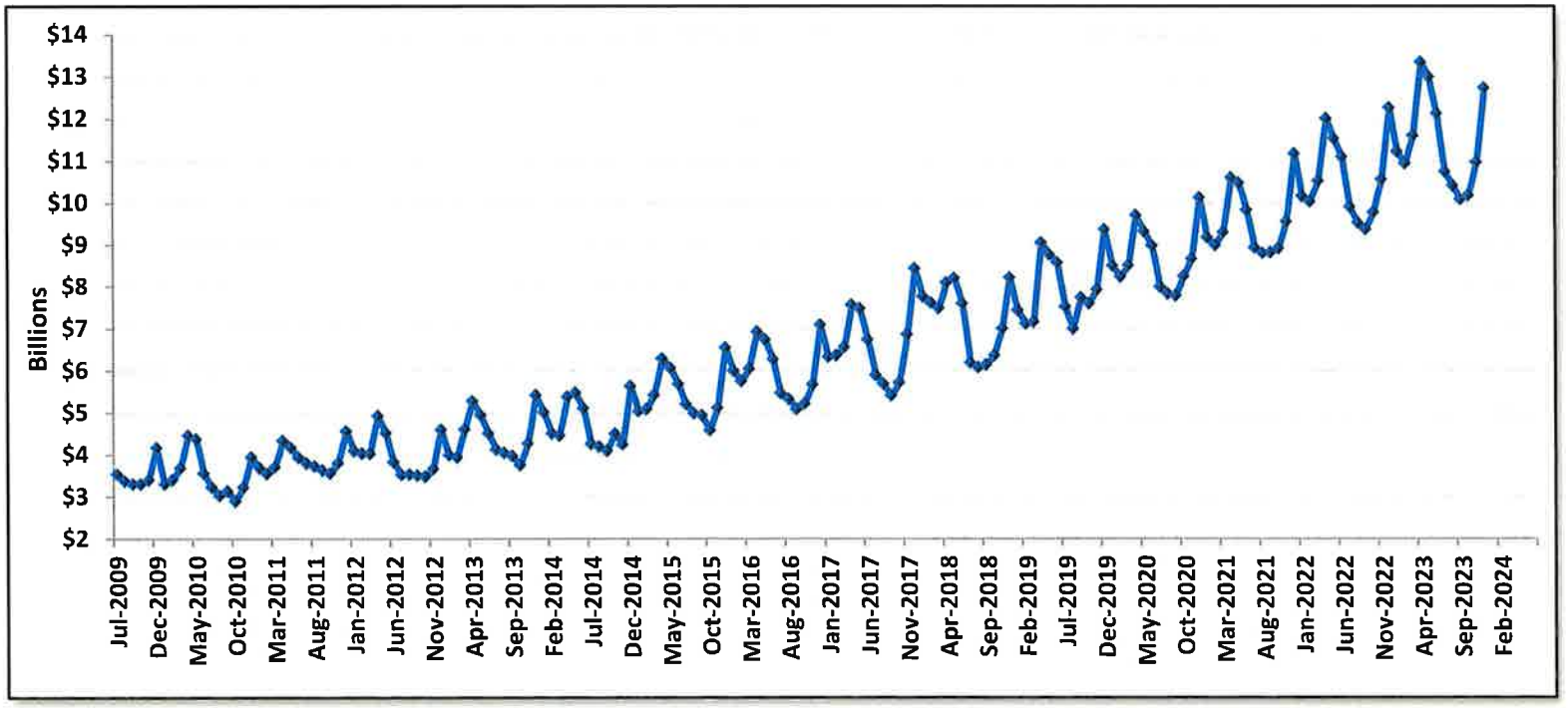


Amounts are based on book values

Santa Clara County Commingled Pool

Historical Month End Book Values

December 31, 2023



Fiscal Year	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 2014	$4.133	$4.052	$3.975	$3.758	$4.271	$5.419	$5.019	$4.520	$4.461	$5.386	$5.487	$5.108
FY 2015	$4.267	$4.194	$4.096	$4.051	$4.247	$5.639	$5.045	$5.085	$5.420	$6.284	$6.065	$5.690
FY 2016	$5.212	$4.990	$4.941	$4.587	$5.120	$6.543	$5.997	$5.752	$6.040	$6.911	$6.728	$6.263
FY 2017	$5.469	$5.328	$5.088	$5.220	$5.671	$7.082	$6.319	$6.348	$6.550	$7.556	$7.469	$6.730
FY 2018	$5.898	$5.689	$5.408	$5.720	$6.850	$8.427	$7.754	$7.608	$7.472	$8.079	$8.192	$7.584
FY 2019	$6.180	$6.068	$6.127	$6.350	$6.987	$8.199	$7.425	$7.105	$7.151	$9.054	$8.767	$8.565
FY 2020	$7.510	$6.984	$7.179	$7.583	$7.909	$9.363	$8.487	$8.219	$8.494	$9.705	$9.321	$8.977
FY 2021	$7.976	$7.814	$7.767	$8.234	$8.653	$10.129	$9.174	$8.981	$9.296	$10.594	$10.473	$9.829
FY 2022	$8.922	$8.794	$8.809	$8.909	$9.553	$11.180	$10.167	$10.031	$10.519	$12.009	$11.545	$11.103
FY 2023	$9.904	$9.523	$9.365	$9.772	$10.556	$12.267	$11.229	$10.943	$11.612	$13.347	$13.005	$12.126
FY 2024	$10.751	$10.416	$10.090	$10.181	$10.974	$12.736						

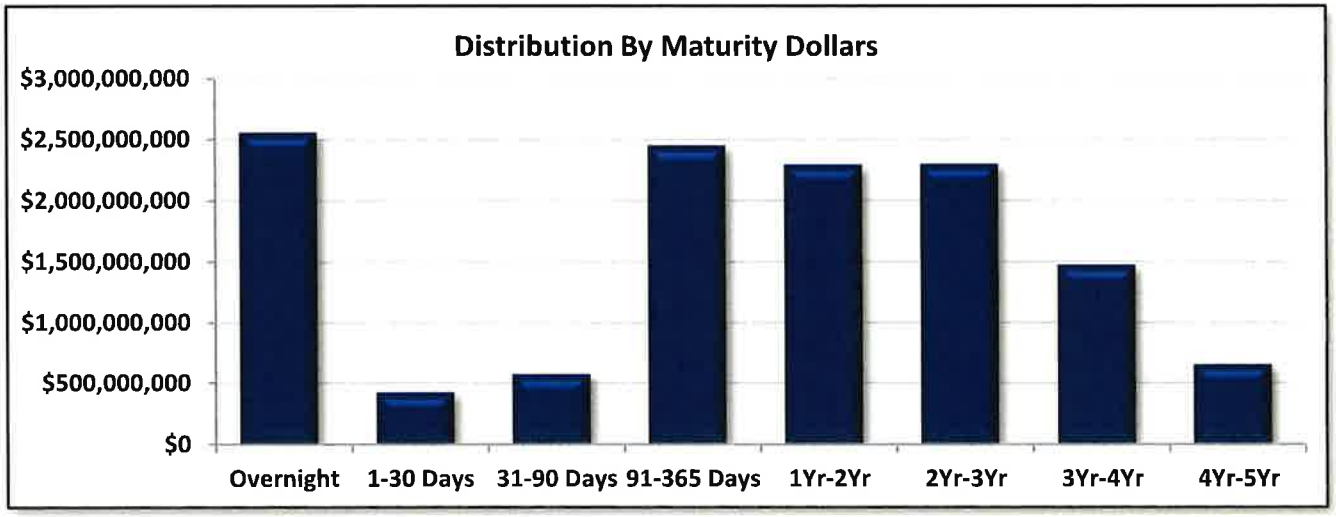
Amounts in billions

Santa Clara County Commingled Pool

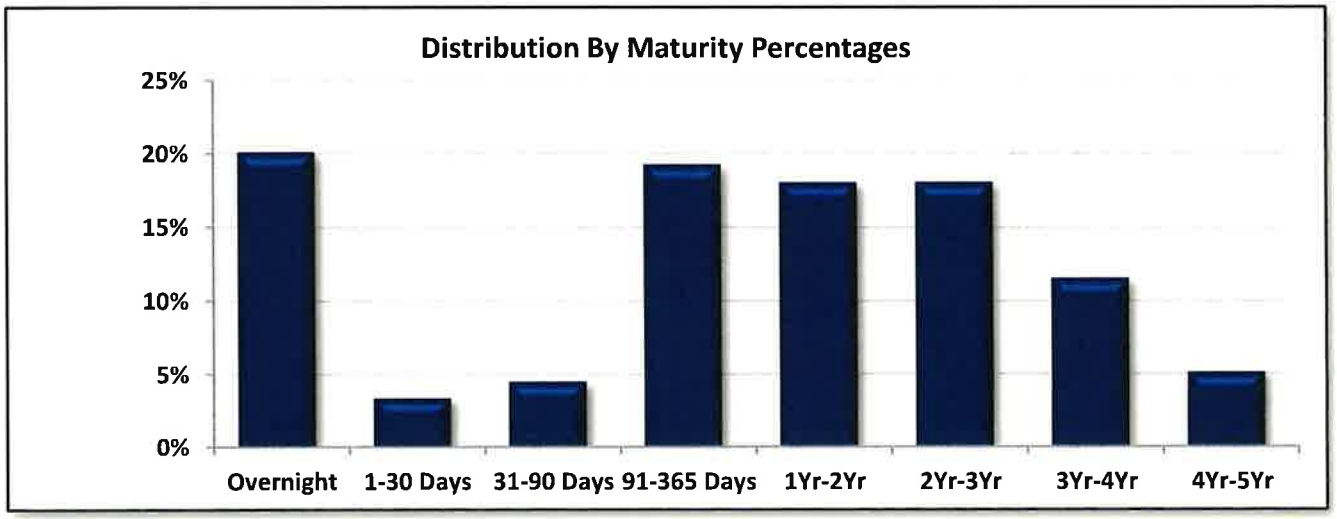
Distribution by Maturity

December 31, 2023

Maturity	Amount*
Overnight	2,561,938,433
1-30 Days	423,768,499
31-90 Days	572,098,031
91-365 Days	2,452,996,130
1Yr-2Yr	2,297,828,114
2Yr-3Yr	2,300,913,039
3Yr-4Yr	1,473,960,728
4Yr-5Yr	653,231,041
	12,736,734,016



Maturity	Amount*
Overnight	20.11%
1-30 Days	3.33%
31-90 Days	4.49%
91-365 Days	19.26%
1Yr-2Yr	18.04%
2Yr-3Yr	18.07%
3Yr-4Yr	11.57%
4Yr-5Yr	5.13%
	100.00%

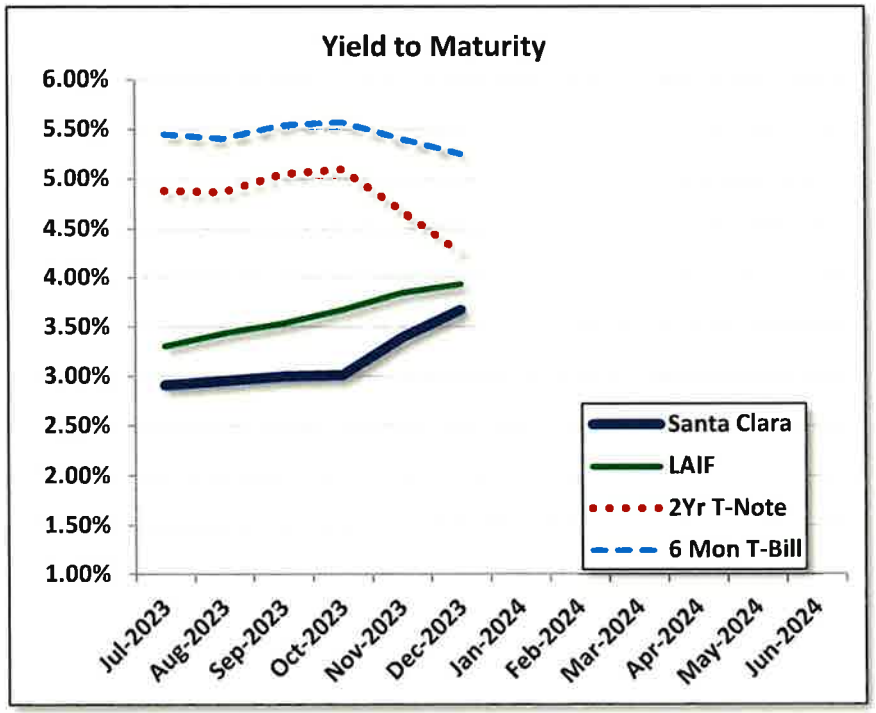


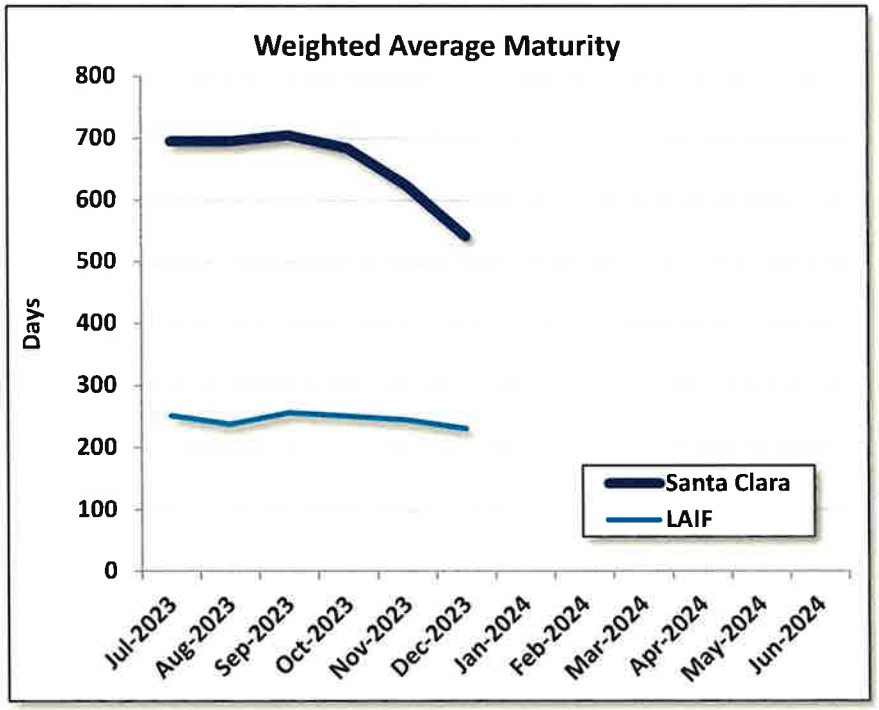
*Amounts are based on book value

Santa Clara County Commingled Pool

Yield to Maturity and Weighted Average Maturity

December 31, 2023





Item	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24
SCC YTM	2.91%	2.95%	3.00%	3.01%	3.39%	3.67%						
LAIF YTM	3.31%	3.43%	3.53%	3.67%	3.84%	3.93%						
6 Mon T-Bill	5.45%	5.41%	5.54%	5.57%	5.40%	5.26%						
2Yr T-Note	4.88%	4.86%	5.04%	5.09%	4.68%	4.25%						
SCC WAM	695	695	705	684	624	541						
LAIF WAM	251	237	256	250	244	230						
SCC Duration*	1.90	1.90	1.93	1.40	1.27	1.06						
LAIF Duration	0.69	0.65	0.70	0.68	0.67	0.63						

*Duration is expressed in years. The Duration for LAIF is an estimate

Note: Yield to Maturity for 2Yr T-Note and 6 Mon T-bill are yields at market levels. LAIF and Santa Clara yields are calculated at purchase cost.

Santa Clara County

Approved Issuers and Broker/Dealers

December 31, 2023

Direct Commercial Paper Issuers

Toyota Motor Credit

Broker/Dealers

Academy Securities, Inc
Bank of America Merrill Lynch
Barclays Capital, Inc
BMO Capital Markets
BNP Paribas Securities Corp
BNY Mellon Capital Markets, LLC
BOK Financial Securities (Bank of Oklahoma)
Brean Capital LLC
Cantor Fitzgerald & Co
Citigroup Global Markets Inc
Daiwa Capital Markets America Inc
Deutsche Bank Securities Inc
INSPEREX
Jefferies LLC
JP Morgan Securities, Inc
Keybanc Capital Markets, Inc
Loop Capital Markets LLC
Mizuho Securities USA, Inc
MUFG Securities USA LLC
Raymond James, Inc.
RBC Capital Markets, Inc
UBS Securities LLC
Vining Sparks LP
Williams Capital

Santa Clara County Commingled Pool
Compliance with Investment Policy
December 31, 2023

Item/Sector	Parameters	In Compliance
Maturity	Weighted Average Maturity (WAM) must be less than 36 months	Yes
Interest Periods	Securities must pay interest within one year of the initial investment and at least semiannually in subsequent years	Yes
Investment Swaps	Similar maturity swaps, so as not to affect cash flow needs, should have minimum 5 basis point gain	Yes
Issuer Limits	No more than 5% of the portfolio shall be invested in aggregate of any single institution of the following types: Bankers Acceptances, CP, Negotiable CDs, and Corporate Notes	Yes
U.S. Treasuries	No sector limit, no issuer limit, max maturity 5 years	Yes
U.S. Federal Agencies	No sector limit, no issuer limit, max maturity 5 years	Yes
LAIF	No sector limit, no issuer limit, CA State's deposit limit $65 million	Yes
Repurchase Agreements	No sector limit, no Issuer limit, max maturity 92 days, treasury and agency collateral at 102% of investment, if maturity exceeds 15 days, must be collateralized by securities with 5 years or less maturities	Yes
Commercial Paper	Sector limit 40%, issuer limit 5%, max maturity 270 days, rated by at least two: A-1 (S&P), P-1 (Moody's), F-1 (Fitch), issued by domestic corporation w/ at least $500 mil of assets, and long term debt rated by at least two: AA- (S&P/Fitch)/Aa3 (Moody's)	Yes
Corporate Bonds	Sector limit 30%, issuer limit 5%, max maturity 5 years, rated by at least two: A (S&P/Fitch)/A2 (Moody's), issued by domestic corps/depositories	Yes
Money Market Funds	Sector limit 20%, issuer limit 10%, rated by at least two: AAA-m (S&P/Fitch)/Aaa-mf (Moody's), MMF has at least $500 mil managed	Yes
Negotiable Certificates of Deposit	Sector limit 30%, issuer limit 5%, max maturity 5 years, if under 1 year rated by at least two: A-1 (S&P), P-1 (Moody's), F-1 (Fitch), if greater than 1 year rated by at least two: AA- (S&P/Fitch)/Aa3 (Moody's)	Yes
Municipal Securities	Sector limit 10%, no issuer limit, State of CA, local CA agencies, and other municipal securities of the other 49 states, if long-term rated, then by at least two: A- (S&P/Fitch)/A3 (Moody's), if short-term rated, then by at least two: SP-1 (S&P), MIG-1 (Moody's), F-1 (Fitch), revenue based bonds payable solely out of the States' or local agencies' revenues	Yes
Mortgage-Backed Securities	Sector limit 20% in aggregate with ABS, no issuer limit, max maturity 5 years, collateralized by pools of conforming residential mortgage loans insured by FHLMC/FNMA and residential mortgages guaranteed by FHA (GNMA)	Yes
Asset-Backed Securities	Sector limit 20% in aggregate with ABS, no issuer limit, max maturity 5 years, collateralized by pools of loans such as installment/receivables, security must be rated by at least two: AA- (S&P/Fitch), Aa3 (Moody's), issuer rated by at least two: A- (S&P/Fitch), A3 (Moody's)	Yes
Supranational Debt Obligations	Sector limit 10%, max maturity 5 years, issued or unconditionally gauranteed by the IBRD, rated by at least two: AAA (S&P/Fitch), Aaa (Moody's)	Yes
Bankers' Acceptances	Sector limit 40%, issuer limit 5%, max maturity 180 days, rated by at least two: A-1 (S&P), P-1 (Moody's), F-1 (Fitch), issued by commercial banks , collateral must exceed market value of security by 2%	Yes, None in Portfolio
Securities Lending	Sector limit 20%, max maturity 92 days for loans and reinvestment, loan counterparty must be a primary dealer, loaned securities must be owned for at least 30 days	Yes, None in Portfolio

Santa Clara County Commingled Pool

Allocation by Security Types

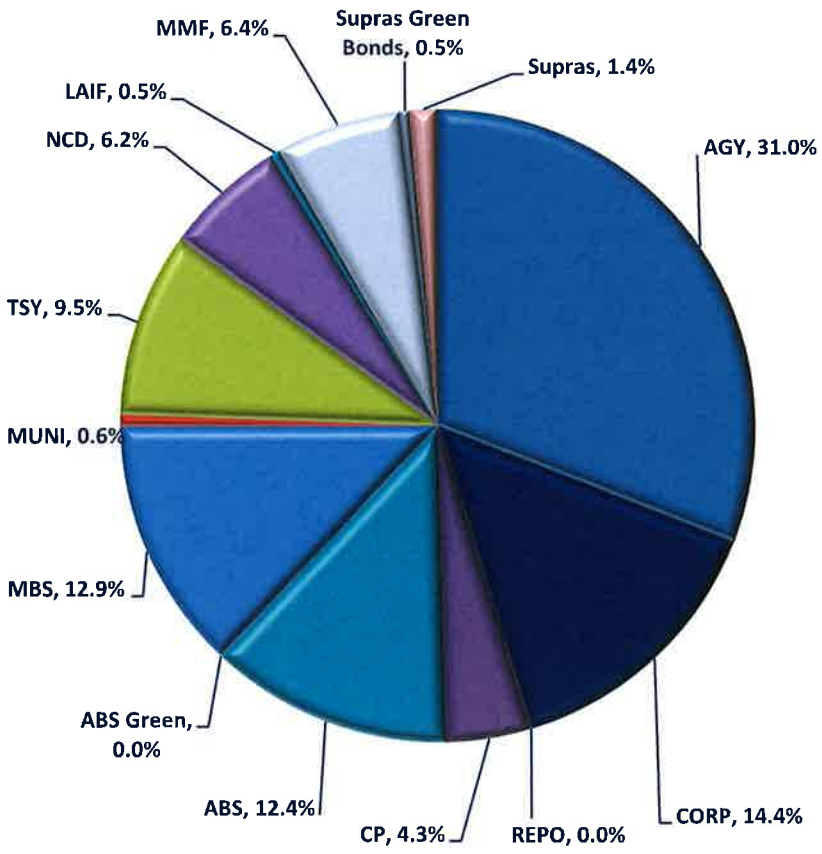
For the Month Ended October 31, 2023

Average Daily Balance	**$ 9,969,478,989.21**
Book Yield	**3.008%**
Weighted Average Maturity	**684 Days**

Investment Type	Par Value (Millions)	Book Value* (Millions)	Value (Millions)
Federal Agencies	$ 3,079.81	$ 3,066.13	$ 2,928.12
Corporate Bonds	1,430.77	1,420.88	1,362.42
Repurchase Agreements	-	-	-
Commercial Paper	410.00	406.12	406.02
Asset-Backed Securities	1,197.68	1,196.47	1,172.93
Asset-Backed Sec Green Bds	-	-	-
Mortgage Backed Securities	1,305.79	1,305.08	1,222.48
Municipal Securities	56.65	56.02	55.51
U.S. Treasuries	950.00	947.61	896.90
Negotiable CDs	590.00	590.00	590.06
LAIF	44.74	44.74	44.74
Money Market Funds	604.32	604.32	604.32
Supranationals Green Bonds	50.00	49.75	48.02
Supranationals	131.75	131.71	128.77
Total	**$ 9,851.51**	**$ 9,818.82**	**$ 9,460.30**

*Represents Amortized Book Value

Asset Allocation By Market Value



Santa Clara County Commingled Pool

Allocation by Security Types

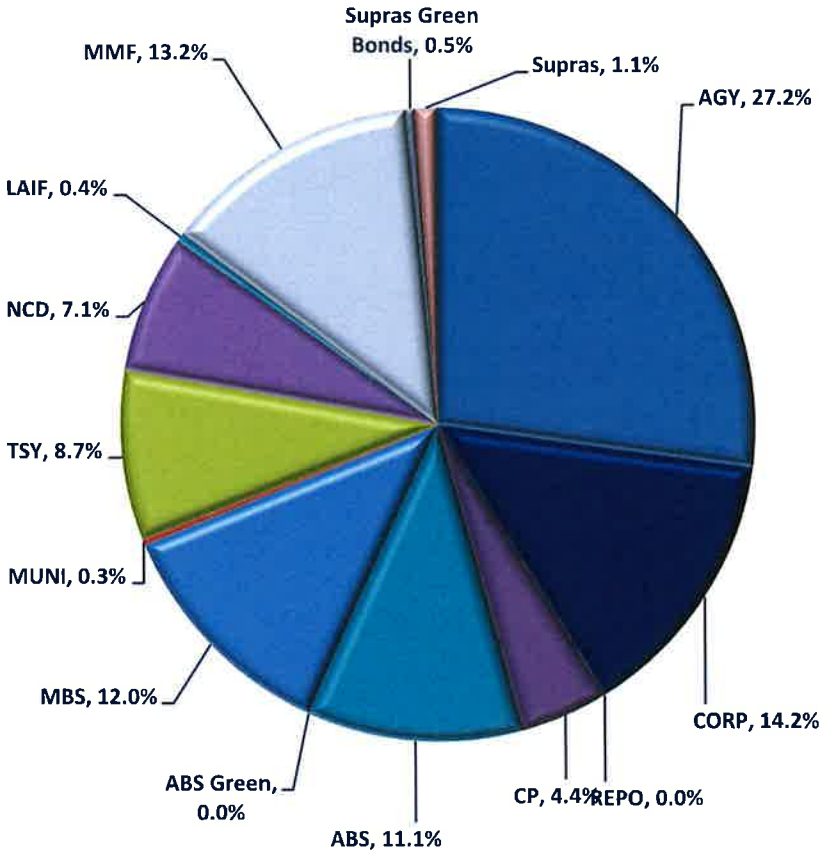
For the Month Ended November 30, 2023

Average Daily Balance	**$ 10,456,071,520.96**
Book Yield	**3.388%**
Weighted Average Maturity	**624 Days**

Investment Type	Par Value (Millions)	Book Value* (Millions)	Value (Millions)
Federal Agencies	$ 2,955.94	$ 2,943.03	$ 2,829.49
Corporate Bonds	1,528.54	1,516.41	1,475.60
Repurchase Agreements	-	-	-
Commercial Paper	460.00	456.00	455.98
Asset-Backed Securities	1,170.16	1,168.94	1,152.25
Asset-Backed Sec Green Bds	-	-	-
Mortgage Backed Securities	1,320.66	1,318.61	1,253.04
Municipal Securities	30.00	30.00	29.03
U.S. Treasuries	950.00	947.85	904.19
Negotiable CDs	735.00	735.00	735.93
LAIF	44.74	44.74	44.74
Money Market Funds	1,372.94	1,372.94	1,372.94
Supranationals Green Bonds	50.00	49.76	48.24
Supranationals	119.50	119.46	116.97
Total	**$ 10,737.47**	**$ 10,702.74**	**$ 10,418.41**

*Represents Amortized Book Value

Asset Allocation By Market Value



SANTA CLARA COUNTY INVESTMENTS
Fund COMM - COMMINGLED POOL
Investments by Fund
December 31, 2023

CUSIP	Investment #	Issuer	Purchase Date	Remaining Cost	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Negotiable CDs											
05966D6F4	43557	BANCO SANTANDER NY	11/03/2023	75,000,000.00	75,000,000.00	75,000,000.00	5.920	5.838	5.920	11/01/2024	305
06367DCE3	43401	BANK OF MONTREAL CHICAGO	08/25/2023	65,000,000.00	65,000,000.00	65,130,260.00	5.940	5.940	6.022	06/21/2024	172
05586FT56	43440	BNP PARIBAS NY BRANCH	09/12/2023	65,000,000.00	65,000,000.00	65,190,840.00	5.920	5.920	6.002	07/31/2024	212
05593D2X0	43683	BNP PARIBAS NY BRANCH	12/13/2023	60,000,000.00	60,000,000.00	60,000,000.00	5.540	5.540	5.616	07/31/2024	212
06417M5N1	43543	BANK OF NOVA SCOTIA HOUSTON	10/25/2023	75,000,000.00	75,000,000.00	75,196,875.00	5.860	5.860	5.941	07/31/2024	212
13606KB54	43423	CANADIAN IMP BK COMM NY	09/06/2023	50,000,000.00	50,000,000.00	50,147,150.00	5.890	5.890	5.971	07/31/2024	212
60710THL8	43425	MIZUHO BANK LTD/NY	09/06/2023	65,000,000.00	65,000,000.00	65,019,955.00	5.750	5.750	5.829	03/08/2024	67
21684XH66	43409	RABOBANK	08/30/2023	65,000,000.00	65,000,000.00	65,198,055.00	5.950	5.950	6.032	07/02/2024	183
78015J4T1	43430	Royal Bank of Canada NY	09/07/2023	65,000,000.00	65,000,000.00	65,184,665.00	5.910	5.910	5.992	07/31/2024	212
86564PHG9	43603	SUMITOMO MITSUI TRUST NY	11/02/2023	70,000,000.00	70,000,000.00	70,109,480.00	5.830	5.750	5.830	05/15/2024	135
89115B3H1	43421	TORONTO DOMINION BANK	09/05/2023	65,000,000.00	65,000,000.00	65,161,135.00	5.880	5.880	5.961	07/19/2024	200
90275DSD3	43535	UBS AG STAMFORD CT	10/24/2023	75,000,000.00	75,000,000.00	75,253,275.00	5.910	5.910	5.992	08/23/2024	235
		Subtotal and Average		**795,000,000.00**	**795,000,000.00**	**796,591,690.00**		**5.846**	**5.928**		**197**
Mortgage Backed Securities (MBS)											
3133LJAN1	41524	FHLMC SINGLE FAMILY POOL	11/16/2021	11,219,899.60	11,033,705.82	10,113,201.37	1.500	0.932	0.945	11/01/2031	2,861
3133LPUA3	41675	FHLMC SINGLE FAMILY POOL	12/16/2021	16,453,953.09	16,275,935.06	14,877,696.99	1.500	1.127	1.142	01/01/2032	2,922
3132CW3F9	42931	FHLMC NOTES	02/16/2023	27,473,661.67	28,931,540.06	27,590,161.90	2.000	4.704	4.769	12/01/2027	1,430
3137BP4J5	39654	FHLMC MULTI-FAMILY	07/01/2019	8,706,633.38	8,587,548.26	8,323,731.05	2.446	1.911	1.938	03/25/2026	814
3137BHCY1	40390	FHLMC MULTI-FAMILY	03/17/2020	9,186,795.25	8,585,789.96	8,387,154.27	2.811	1.026	1.040	01/25/2025	390
3137BSP64	40526	FHLMC MULTI-FAMILY	07/01/2020	10,053,412.60	9,520,840.58	9,162,144.82	2.340	0.651	0.661	07/25/2026	936
3137BKGH7	40539	FHLMC MULTI-FAMILY	07/28/2020	1,216,442.26	1,163,016.21	1,148,630.51	2.712	0.472	0.479	07/25/2025	571
3138LJWY2	40630	FHLMC MULTI-FAMILY	10/02/2020	13,675,591.32	12,470,902.18	12,033,687.31	2.800	0.541	0.549	10/01/2025	639
3137BYLE8	40638	FHLMC MULTI-FAMILY	10/08/2020	7,231,875.00	6,650,000.00	6,385,840.72	2.700	0.875	0.888	10/25/2025	663
3137F72W4	40784	FHLMC MULTI-FAMILY	11/30/2020	1,941,751.73	1,941,751.73	1,925,039.85	5.681	0.394	0.400	09/25/2029	2,094
3132XFFH6	40812	FHLMC MULTI-FAMILY	12/09/2020	45,330,468.75	45,000,000.00	41,899,518.00	0.770	0.609	0.618	10/01/2025	639
3137FATE8	40976	FHLMC MULTI-FAMILY	03/01/2021	32,412,890.63	30,000,000.00	29,496,156.00	2.982	0.410	0.415	08/25/2024	237
3137FF3W5	40983	FHLMC MULTI-FAMILY	03/04/2021	3,355,587.96	3,355,655.08	3,112,105.33	0.602	0.585	0.593	09/25/2027	1,363
3137BYLE8	41131	FHLMC MULTI-FAMILY	05/13/2021	5,406,445.31	5,000,000.00	4,801,384.00	2.700	0.775	0.786	10/25/2025	663
3137FYZG4	41133	FHLMC MULTI-FAMILY	05/13/2021	6,889,143.73	6,889,322.86	6,374,659.44	0.861	0.838	0.850	06/25/2027	1,271
3137FPJ55	41164	FHLMC MULTI-FAMILY	06/07/2021	17,345,858.80	16,102,915.05	15,368,910.37	2.606	0.821	0.832	07/25/2027	1,301

Fund COMM - COMMINGLED POOL
Investments by Fund
December 31, 2023

CUSIP	Investment #	Issuer	Purchase Date	Remaining Cost	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Mortgage Backed Securities (MBS)											
3137FBAB2	41192	FHLMC MULTI-FAMILY	06/17/2021	8,049,893.09	7,427,813.70	7,202,890.59	3.038	0.705	0.715	08/25/2027	1,332
3137H14A1	41222	FHLMC MULTI-FAMILY	06/30/2021	17,429,252.42	17,429,513.87	16,151,608.06	0.854	0.831	0.842	01/25/2028	1,485
3132XFD47	41319	FHLMC MULTI-FAMILY	08/24/2021	15,703,125.00	15,000,000.00	13,964,017.05	2.100	0.624	0.633	11/01/2026	1,035
3137FQ3Y7	41791	FHLMC MULTI-FAMILY	01/28/2022	18,769,728.99	18,386,204.27	17,161,399.92	2.190	1.684	1.708	07/25/2029	2,032
3137BEVH4	41803	FHLMC MULTI-FAMILY	02/02/2022	13,388,093.75	12,850,000.00	12,656,196.30	3.241	1.264	1.281	09/25/2024	268
3137H6LT0	41892	FHLMC MULTI-FAMILY	03/08/2022	22,816,834.71	22,817,473.60	21,858,144.87	1.946	1.861	1.887	03/25/2027	1,179
3137H73W1	42046	FHLMC MULTI-FAMILY	04/21/2022	18,229,140.35	18,232,148.66	17,555,342.13	2.750	2.598	2.635	04/25/2027	1,210
3137F1G44	42093	FHLMC MULTI-FAMILY	04/29/2022	35,324,023.44	35,000,000.00	33,774,608.00	3.243	2.629	2.665	04/25/2027	1,210
3137BXQY1	42099	FHLMC MULTI-FAMILY	05/02/2022	40,300,000.00	40,000,000.00	38,635,052.00	3.224	2.982	3.023	03/25/2027	1,179
3137F2LJ3	42110	FHLMC MULTI-FAMILY	05/03/2022	34,967,187.50	35,000,000.00	33,613,048.00	3.117	3.069	3.112	06/25/2027	1,271
3137F1G44	42150	FHLMC MULTI-FAMILY	05/11/2022	19,956,250.00	20,000,000.00	19,299,776.00	3.243	3.220	3.265	04/25/2027	1,210
3137F4CY6	42187	FHLMC MULTI-FAMILY	05/19/2022	21,251,692.86	21,283,285.25	20,882,931.76	2.920	2.876	2.916	09/25/2024	268
3137FMD25	42205	FHLMC MULTI-FAMILY	05/24/2022	19,784,218.75	19,940,000.00	19,224,373.34	2.875	3.023	3.065	04/25/2026	845
3137FBAJ5	42757	FHLMC MULTI-FAMILY	12/08/2022	10,245,250.00	10,700,000.00	10,309,213.53	3.281	4.394	4.455	08/25/2027	1,332
3137BYLD0	42764	FHLMC MULTI-FAMILY	12/09/2022	19,238,281.25	20,000,000.00	19,223,266.00	3.288	4.198	4.257	02/25/2027	1,151
3137F4X23	42786	FHLMC MULTI-FAMILY	12/15/2022	7,127,195.31	7,300,000.00	7,169,343.87	3.600	4.602	4.666	02/25/2025	421
3132XGQ74	42949	FHLMC MULTI-FAMILY	02/24/2023	43,494,627.10	44,941,171.05	43,776,288.71	3.700	4.444	4.506	11/01/2027	1,400
3137FEZT0	43054	FHLMC MULTI-FAMILY	04/11/2023	28,713,714.20	29,019,782.22	28,487,199.57	3.725	4.045	4.101	12/25/2027	1,454
3132XFLM8	43080	FHLMC MULTI-FAMILY	04/17/2023	31,149,045.31	31,160,000.00	30,627,642.62	4.300	4.288	4.347	02/01/2028	1,492
3137FHQ22	43243	FHLMC MULTI-FAMILY	06/12/2023	12,652,609.34	13,041,301.25	12,732,745.37	3.370	4.824	4.891	07/25/2025	571
3137FJXQ7	43391	FHLMC MULTI-FAMILY	08/22/2023	24,090,885.78	24,836,476.75	24,403,452.78	3.750	5.261	5.334	08/25/2025	602
3132XGW51	43597	FHLMC MULTI-FAMILY	10/30/2023	13,905,408.52	14,838,000.00	14,462,452.59	4.210	6.783	6.878	07/01/2028	1,643
3137BLVK1	43628	FHLMC MULTI-FAMILY	12/01/2023	24,591,562.50	25,500,000.00	24,805,703.85	3.116	6.925	7.021	07/25/2025	571
3137HB3G7	43636	FHLMC MULTI-FAMILY	12/07/2023	20,939,667.00	21,000,000.00	21,459,322.50	4.860	4.792	4.858	10/25/2028	1,759
3138LDYK3	42111	FNMA NOTES	05/03/2022	37,453,299.95	38,193,295.05	36,438,243.63	2.550	3.035	3.077	07/01/2026	912
3138LECC3	42910	FNMA NOTES	02/08/2023	37,820,312.50	40,000,000.00	37,946,285.60	2.420	4.069	4.126	07/01/2026	912
3138LHE67	43672	FNMA NOTES	12/13/2023	16,000,000.00	16,000,000.00	15,946,640.16	5.964	5.565	5.643	02/01/2027	1,127
3136AXVB8	40511	FNMA MULTI-FAMILY	06/17/2020	9,208,257.87	8,600,824.63	8,464,604.77	2.540	0.680	0.690	07/25/2024	206
3138L7CU8	40541	FNMA MULTI-FAMILY	07/31/2020	19,783,647.77	18,328,799.33	18,040,934.72	2.950	0.530	0.537	07/01/2024	182
3136AY6S7	40743	FNMA MULTI-FAMILY	11/12/2020	12,479,689.14	11,642,858.68	11,410,565.02	2.539	0.384	0.390	11/25/2024	329
3138LEC33	40905	FNMA MULTI-FAMILY	01/22/2021	10,381,574.74	9,573,096.80	9,092,095.02	2.380	0.600	0.609	07/01/2026	912
3136AUG21	41228	FNMA MULTI-FAMILY	07/07/2021	19,538,839.90	18,324,820.55	17,369,870.17	2.417	0.927	0.940	10/25/2026	1,028

Fund COMM - COMMINGLED POOL
Investments by Fund
December 31, 2023

CUSIP	Investment #	Issuer	Purchase Date	Remaining Cost	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Mortgage Backed Securities (MBS)											
3138LNKZ3	41491	FNMA MULTI-FAMILY	11/02/2021	2,662,122.87	2,550,536.89	2,487,615.45	3.440	0.628	0.637	06/01/2025	517
3138LDLP6	41854	FNMA MULTI-FAMILY	02/23/2022	10,774,192.68	10,473,091.31	10,032,145.47	2.750	1.876	1.902	04/01/2026	821
3138LCT54	42039	FNMA MULTI-FAMILY	04/20/2022	35,196,875.00	35,000,000.00	33,949,090.00	3.100	2.909	2.949	01/01/2026	731
3138LFUJ5	42112	FNMA MULTI-FAMILY	05/03/2022	19,493,750.00	20,000,000.00	18,884,903.20	2.470	3.050	3.093	10/01/2026	1,004
3136AK2F9	42120	FNMA MULTI-FAMILY	05/04/2022	38,654,798.71	38,570,425.92	37,266,556.53	3.286	3.195	3.240	08/25/2026	967
3138LD5W9	42133	FNMA MULTI-FAMILY	05/06/2022	14,643,750.00	15,000,000.00	14,273,634.90	2.625	3.170	3.214	06/01/2026	882
3138LD5W9	42137	FNMA MULTI-FAMILY	05/09/2022	14,622,656.25	15,000,000.00	14,273,634.90	2.625	3.208	3.253	06/01/2026	882
3138LEC82	42151	FNMA MULTI-FAMILY	05/11/2022	19,509,375.00	20,000,000.00	19,082,079.80	2.570	3.165	3.209	07/01/2026	912
3140HV6S8	42188	FNMA MULTI-FAMILY	05/19/2022	28,959,375.00	30,000,000.00	28,127,361.90	2.190	2.988	3.030	11/01/2026	1,035
3138LD5W9	42234	FNMA MULTI-FAMILY	06/01/2022	7,880,625.00	8,000,000.00	7,612,605.28	2.625	3.296	3.342	06/01/2026	882
3138L5FA3	42758	FNMA MULTI-FAMILY	12/08/2022	8,723,423.39	8,891,882.89	8,737,857.25	3.765	4.394	4.455	12/01/2025	700
3138LCT54-A	42878	FNMA MULTI-FAMILY	01/25/2023	9,723,437.50	10,000,000.00	9,699,740.00	3.100	4.684	4.749	01/01/2026	731
3136AMMF3	43042	FNMA MULTI-FAMILY	04/06/2023	18,257,425.88	18,750,373.20	18,374,304.46	3.010	4.587	4.650	12/25/2024	359
3140LJKS4	43098	FNMA MULTI-FAMILY	04/20/2023	23,264,450.63	23,279,000.00	23,025,245.40	4.540	4.533	4.596	01/01/2028	1,461
3140LJJN7	43145	FNMA MULTI-FAMILY	05/02/2023	30,631,160.63	30,732,000.00	30,376,691.37	4.385	4.375	4.436	01/01/2028	1,461
3140LHFC9	43162	FNMA MULTI-FAMILY	05/09/2023	24,437,500.00	25,000,000.00	23,974,441.75	3.530	4.065	4.122	09/01/2027	1,339
3140LJS23	43200	FNMA MULTI-FAMILY	05/24/2023	24,855,468.75	25,000,000.00	24,678,361.75	4.170	4.163	4.221	02/01/2028	1,492
3140LJX68	43268	FNMA MULTI-FAMILY	06/26/2023	23,036,842.50	23,492,000.00	23,082,859.10	4.225	4.641	4.706	06/01/2028	1,613
3140LLCB5	43563	FNMA MULTI-FAMILY	11/01/2023	21,559,042.97	22,527,000.00	22,382,215.59	4.620	5.636	5.714	07/01/2028	1,643
3140QMQJ6	41525	FNMA SINGLE FAMILY POOL	11/16/2021	10,264,266.22	10,143,808.50	9,285,933.12	1.500	1.092	1.107	11/01/2031	2,861
3140XDHF6	41526	FNMA SINGLE FAMILY POOL	11/16/2021	18,579,443.22	18,254,288.71	16,731,281.20	1.500	0.899	0.911	09/01/2031	2,800
31418EAD2	41676	FNMA SINGLE FAMILY POOL	12/16/2021	14,553,519.14	14,364,978.80	13,148,610.43	1.500	1.055	1.070	12/01/2031	2,891
30322KAE3	43105	FREDDIE MAC MULTI-FAMILY	04/21/2023	23,752,054.30	26,257,830.91	24,003,049.96	0.880	4.491	4.553	07/25/2026	936
3132XGVS2	43629	FREDDIE MAC MULTI-FAMILY	11/16/2023	26,783,753.44	27,276,000.00	27,634,125.15	5.100	5.664	5.743	06/01/2028	1,613
		Subtotal and Average		**1,373,503,029.42**	**1,376,439,005.64**	**1,326,269,624.39**		**3.072**	**3.114**		**1,143**
Federal Agency Bonds											
3133ELCS1	40135	FFCB NOTES	12/11/2019	14,397,980.00	14,450,000.00	14,345,359.17	1.550	1.615	1.638	03/11/2024	70
3133EJVC0	40535	FFCB NOTES	07/22/2020	16,551,750.00	15,000,000.00	14,829,057.90	2.950	0.342	0.347	07/24/2024	205
3133ELVQ4	40585	FFCB NOTES	09/11/2020	15,348,000.00	15,000,000.00	14,365,073.10	0.950	0.429	0.435	04/01/2025	456
3133EMTW2	41015	FFCB NOTES	03/24/2021	16,387,536.00	16,400,000.00	16,227,432.97	0.300	0.321	0.325	03/18/2024	77
3133ELG99	41327	FFCB NOTES	08/27/2021	7,814,201.50	7,825,000.00	7,666,643.91	0.375	0.419	0.424	06/10/2024	161

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CUSIP	Investment #	Issuer	Purchase Date	Remaining Cost	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Federal Agency Bonds											
3133EM4X7	41408	FFCB NOTES	09/29/2021	12,664,713.04	12,796,000.00	11,724,767.38	0.800	0.999	1.013	09/10/2026	983
3133ENEJ5	41536	FFCB NOTES	11/18/2021	24,971,250.00	25,000,000.00	24,138,224.50	0.875	0.901	0.913	11/18/2024	322
3133ENKS8	41747	FFCB NOTES	01/11/2022	12,471,875.00	12,500,000.00	12,081,008.25	1.125	1.185	1.201	01/06/2025	371
3133ENNB2	41818	FFCB NOTES	02/08/2022	3,966,188.00	4,000,000.00	3,720,036.96	1.625	1.778	1.803	02/03/2027	1,129
3133ENNY2	41842	FFCB NOTES	02/17/2022	29,932,500.00	30,000,000.00	28,510,685.40	1.750	1.783	1.808	02/17/2026	778
3133ENPX2	41860	FFCB NOTES	02/24/2022	19,948,000.00	20,000,000.00	19,159,832.40	1.800	1.851	1.877	08/22/2025	599
3133ENRZ5	41914	FFCB NOTES	03/17/2022	14,933,100.00	15,000,000.00	14,552,948.70	1.950	2.075	2.104	03/17/2025	441
3133ENUD0	42079	FFCB NOTES	04/28/2022	19,880,400.00	20,000,000.00	19,343,549.00	2.640	2.762	2.800	04/08/2026	828
3133ENZG8	42304	FFCB NOTES	06/21/2022	19,961,440.00	20,000,000.00	19,664,238.00	3.375	3.396	3.443	06/20/2025	536
3133ENB33	42402	FFCB NOTES	07/19/2022	19,957,600.00	20,000,000.00	19,353,113.00	3.050	3.053	3.096	07/19/2027	1,295
3133ENN22	42568	FFCB NOTES	09/22/2022	24,943,250.00	25,000,000.00	24,731,534.00	3.750	3.778	3.830	09/22/2025	630
3133ENV72	42641	FFCB NOTES	10/27/2022	24,926,450.00	25,000,000.00	25,243,363.25	4.500	4.525	4.588	07/27/2026	938
3133ENZ37	42685	FFCB NOTES	11/10/2022	10,005,500.00	10,000,000.00	10,031,462.80	4.875	4.784	4.851	01/10/2025	375
3133ENZ94	42717	FFCB NOTES	11/23/2022	19,913,200.00	20,000,000.00	19,926,904.80	4.500	4.666	4.731	11/18/2024	322
3133EN3S7	42752	FFCB NOTES	12/07/2022	22,449,997.52	22,605,000.00	22,388,166.28	3.750	3.848	3.902	12/07/2027	1,436
3133EPFT7	43069	FFCB NOTES	04/13/2023	19,897,200.00	20,000,000.00	19,817,217.20	3.750	3.879	3.933	04/13/2026	833
3133EPCW3	43081	FFCB NOTES	04/17/2023	23,892,668.23	23,598,000.00	23,724,714.89	5.000	4.246	4.305	03/10/2025	434
3133EPGW9	43119	FFCB NOTES	04/25/2023	39,958,000.00	40,000,000.00	39,781,928.00	3.875	3.844	3.898	04/25/2028	1,576
3133EPLC7	43211	FFCB NOTES	05/30/2023	24,831,750.00	25,000,000.00	24,978,196.75	4.125	4.330	4.390	02/26/2026	787
3130AB3H7	39362	FHLB NOTES	03/29/2019	14,319,682.50	14,250,000.00	14,174,729.36	2.375	2.238	2.269	03/08/2024	67
3130A2UW4	39852	FHLB NOTES	09/16/2019	10,510,500.00	10,000,000.00	9,859,697.10	2.875	1.776	1.801	09/13/2024	256
3130A2UW4	39985	FHLB NOTES	10/29/2019	31,551,900.00	30,000,000.00	29,579,091.30	2.875	1.737	1.762	09/13/2024	256
3130A2UW4	40501	FHLB NOTES	05/14/2020	5,512,350.00	5,000,000.00	4,929,848.55	2.875	0.474	0.481	09/13/2024	256
3130AN4T4	41376	FHLB NOTES	09/17/2021	10,032,900.00	10,000,000.00	9,241,534.20	0.875	0.793	0.804	06/12/2026	893
3130A8ZQ9	41509	FHLB NOTES	11/09/2021	20,581,400.00	20,000,000.00	19,134,588.00	1.750	0.963	0.977	09/12/2025	620
3130AQF40	41694	FHLB NOTES	12/22/2021	14,992,500.00	15,000,000.00	14,459,913.90	1.000	1.003	1.017	12/20/2024	354
3130ARHG9	41941	FHLB NOTES	03/25/2022	24,971,500.00	25,000,000.00	24,878,983.25	2.125	2.156	2.186	02/28/2024	58
3130AFBC0	42503	FHLB NOTES	08/24/2022	19,942,000.00	20,000,000.00	19,752,912.80	3.250	3.350	3.396	09/13/2024	256
3130AT4D6	42505	FHLB NOTES	08/25/2022	20,001,600.00	20,000,000.00	19,844,705.80	3.375	3.326	3.372	06/14/2024	165
3130A0XE5	42563	FHLB NOTES	09/21/2022	17,778,420.00	18,000,000.00	17,928,116.46	3.250	4.067	4.124	03/08/2024	67
3130ATVC8	42718	FHLB NOTES	11/23/2022	13,858,020.39	13,855,000.00	13,833,621.32	4.875	4.787	4.853	06/14/2024	165
3130ATVD6	42784	FHLB NOTES	12/15/2022	10,068,200.00	10,000,000.00	9,992,824.50	4.875	4.403	4.464	09/13/2024	256

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CUSIP	Investment #	Issuer	Purchase Date	Remaining Cost	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Federal Agency Bonds											
3130AUXH2	42923	FHLB NOTES	02/14/2023	44,974,800.00	45,000,000.00	44,958,287.70	4.625	4.590	4.654	02/14/2025	410
3130AV7L0	42965	FHLB NOTES	03/03/2023	39,947,200.00	40,000,000.00	40,152,337.20	5.000	5.001	5.071	02/28/2025	424
3130AY4J2	43670	FHLB NOTES	12/12/2023	49,997,350.00	50,000,000.00	50,031,731.50	5.400	5.411	5.486	06/07/2024	158
3137EAEP0	40331	FHLMC NOTES	02/14/2020	24,980,750.00	25,000,000.00	24,138,443.25	1.500	1.497	1.517	02/12/2025	408
3137EAEX3	40612	FHLMC NOTES	09/25/2020	9,969,900.00	10,000,000.00	9,335,226.50	0.375	0.430	0.435	09/23/2025	631
3134H1MK6	43704	FHLMC NOTES	12/21/2023	30,000,000.00	30,000,000.00	30,000,159.90	5.400	5.326	5.400	12/21/2026	1,085
3135G0V75	40044	FNMA NOTES	11/14/2019	25,011,500.00	25,000,000.00	24,583,016.00	1.750	1.715	1.739	07/02/2024	183
3135G0X24	40233	FNMA NOTES	01/10/2020	14,952,150.00	15,000,000.00	14,536,927.20	1.625	1.668	1.691	01/07/2025	372
3135G03U5	40489	FNMA NOTES	04/30/2020	7,018,480.00	7,000,000.00	6,656,508.04	0.625	0.563	0.571	04/22/2025	477
3135G04Z3	40514	FNMA NOTES	06/19/2020	19,958,600.00	20,000,000.00	18,876,032.60	0.500	0.534	0.542	06/17/2025	533
3135G05X7	40555	FNMA NOTES	08/27/2020	29,859,600.00	30,000,000.00	28,053,098.10	0.375	0.463	0.469	08/25/2025	602
3135G04Z3	40635	FNMA NOTES	10/06/2020	15,045,150.00	15,000,000.00	14,157,024.45	0.500	0.429	0.435	06/17/2025	533
3135G05X7	40971	FNMA NOTES	02/26/2021	14,788,350.00	15,000,000.00	14,026,549.05	0.375	0.684	0.694	08/25/2025	602
3135G05X7	40998	FNMA NOTES	03/15/2021	14,749,350.00	15,000,000.00	14,026,549.05	0.375	0.747	0.758	08/25/2025	602
3135G06G3	41005	FNMA NOTES	03/19/2021	9,853,300.00	10,000,000.00	9,316,588.80	0.500	0.812	0.823	11/07/2025	676
3135G05X7	41006	FNMA NOTES	03/19/2021	14,735,700.00	15,000,000.00	14,026,549.05	0.375	0.769	0.780	08/25/2025	602
3135G04Z3	41094	FNMA NOTES	04/23/2021	23,575,003.80	23,703,000.00	22,370,930.04	0.500	0.623	0.632	06/17/2025	533
3135G05X7	41537	FNMA NOTES	11/18/2021	24,347,750.00	25,000,000.00	23,377,581.75	0.375	1.068	1.083	08/25/2025	602
3135G05X7	41559	FNMA NOTES	11/26/2021	9,693,300.00	10,000,000.00	9,351,032.70	0.375	1.198	1.214	08/25/2025	602
3135G05X7	42344	FNMA NOTES	06/30/2022	9,157,100.00	10,000,000.00	9,351,032.70	0.375	3.163	3.207	08/25/2025	602
880591EW8	40799	TENNESSEE VALLEY AUTHORITY	12/03/2020	19,289,593.75	19,075,000.00	18,095,536.14	0.750	0.487	0.494	05/15/2025	500
		Subtotal and Average		**1,126,030,449.73**	**1,125,057,000.00**	**1,097,337,166.87**		**2.592**	**2.628**		**542**
Federal Agency Bonds - CALLABLE											
31422XN40	42653	FARMER MAC	11/01/2022	25,000,000.00	25,000,000.00	24,909,230.75	5.050	4.980	5.050	11/01/2027	1,400
31422XR20	42729	FARMER MAC	11/29/2022	25,000,000.00	25,000,000.00	25,026,031.00	5.050	4.980	5.050	11/29/2024	333
31422X3H3	43219	FARMER MAC	06/02/2023	25,000,000.00	25,000,000.00	24,806,871.25	4.550	4.487	4.550	06/02/2027	1,248
3133ELVX9	40445	FFCB NOTES	04/08/2020	15,000,000.00	15,000,000.00	14,812,290.00	0.875	0.863	0.875	04/08/2024	98
3133EL5S9	40568	FFCB NOTES	09/03/2020	20,000,000.00	20,000,000.00	19,391,868.00	0.480	0.473	0.480	09/03/2024	246
3133EL6E9	40581	FFCB NOTES	09/09/2020	15,000,000.00	15,000,000.00	14,528,339.85	0.420	0.414	0.420	09/09/2024	252
3133EMBE1	40720	FFCB NOTES	11/04/2020	14,422,545.00	14,450,000.00	14,268,349.48	0.300	0.351	0.356	03/28/2024	87
3133EMLP5	40870	FFCB NOTES	12/24/2020	15,000,000.00	15,000,000.00	14,359,250.55	0.320	0.315	0.320	12/23/2024	357

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CUSIP	Investment #	Issuer	Purchase Date	Remaining Cost	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Federal Agency Bonds - CALLABLE											
3133EMVS8	41063	FFCB NOTES	04/14/2021	40,000,000.00	40,000,000.00	37,987,417.20	0.690	0.680	0.690	04/14/2025	469
3133ENJC5	41695	FFCB NOTES	12/22/2021	12,000,000.00	12,000,000.00	10,987,790.16	1.290	1.272	1.290	12/22/2026	1,086
3133ENJC5	41696	FFCB NOTES	12/22/2021	12,000,000.00	12,000,000.00	10,987,790.16	1.290	1.272	1.290	12/22/2026	1,086
3133ENQD5	41869	FFCB NOTES	03/01/2022	7,000,000.00	7,000,000.00	6,580,299.95	2.170	2.140	2.170	03/01/2027	1,155
3133ENQD5	41870	FFCB NOTES	03/01/2022	10,000,000.00	10,000,000.00	9,400,428.50	2.170	2.140	2.170	03/01/2027	1,155
3133ENQD5	41871	FFCB NOTES	03/01/2022	10,000,000.00	10,000,000.00	9,400,428.50	2.170	2.140	2.170	03/01/2027	1,155
3133ENF96	42484	FFCB NOTES	08/17/2022	20,000,000.00	20,000,000.00	19,645,248.80	3.960	3.905	3.960	08/17/2026	959
3133EPMF9	43239	FFCB NOTES	06/09/2023	15,000,000.00	15,000,000.00	14,935,928.85	4.690	4.625	4.690	06/09/2026	890
3133EPRN7	43345	FFCB NOTES	08/01/2023	14,966,250.00	15,000,000.00	15,114,632.70	5.050	5.031	5.101	07/28/2028	1,670
3130AJLA5	40502	FHLB NOTES	05/19/2020	5,000,000.00	5,000,000.00	4,759,766.40	0.750	0.739	0.750	05/19/2025	504
3130ALDL5	40968	FHLB NOTES	02/25/2021	35,000,000.00	35,000,000.00	32,504,920.35	0.625	0.616	0.625	02/25/2026	786
3130ALMM3	41031	FHLB NOTES	03/30/2021	9,200,000.00	9,200,000.00	8,542,300.46	1.000	0.986	1.000	03/30/2026	819
3130ALCV4	41057	FHLB NOTES	04/13/2021	14,861,100.00	15,000,000.00	13,894,051.20	0.750	0.932	0.945	02/24/2026	785
3130ALZ31	41110	FHLB NOTES	04/28/2021	35,000,000.00	35,000,000.00	33,772,935.00	0.625	0.616	0.625	10/28/2024	301
3130AM4N9	41113	FHLB NOTES	04/29/2021	15,000,000.00	15,000,000.00	13,904,015.70	1.000	0.986	1.000	04/29/2026	849
3130ANA42	41260	FHLB NOTES	07/28/2021	11,994,000.00	12,000,000.00	11,432,965.20	0.650	0.654	0.663	04/28/2025	483
3130ALEY6	41278	FHLB NOTES	08/04/2021	24,720,108.00	24,730,000.00	22,915,129.35	0.800	0.797	0.808	03/04/2026	793
3130ANWF3	41332	FHLB NOTES	08/30/2021	45,000,000.00	45,000,000.00	41,247,821.70	0.970	0.956	0.970	08/25/2026	967
3130ANVR8	41365	FHLB NOTES	09/14/2021	24,000,000.00	24,000,000.00	22,038,462.00	1.000	0.986	1.000	08/14/2026	956
3130AKZ25	41640	FHLB NOTES	12/08/2021	17,843,598.00	18,300,000.00	16,919,067.36	0.650	1.241	1.259	02/26/2026	787
3130ANMH0	41652	FHLB NOTES	12/13/2021	24,700,000.00	25,000,000.00	23,005,845.25	1.100	1.346	1.365	08/20/2026	962
3130AQDY6	41716	FHLB NOTES	12/30/2021	16,040,000.00	16,040,000.00	15,434,729.16	1.000	0.986	1.000	12/30/2024	364
3130AMU67	41933	FHLB NOTES	03/23/2022	14,358,600.00	15,000,000.00	14,650,492.35	0.400	2.318	2.350	06/28/2024	179
3130AMU67	41934	FHLB NOTES	03/23/2022	14,361,300.00	15,000,000.00	14,650,492.35	0.400	2.309	2.341	06/28/2024	179
3130ARFG1	41954	FHLB NOTES	03/30/2022	20,000,000.00	20,000,000.00	18,915,275.40	2.400	2.367	2.400	03/25/2027	1,179
3130AKYH3	41960	FHLB NOTES	03/31/2022	18,029,924.60	19,655,000.00	17,731,563.47	0.830	2.618	2.655	02/10/2027	1,136
3130ARJT9	41995	FHLB NOTES	04/12/2022	25,000,000.00	25,000,000.00	24,041,343.50	2.910	2.870	2.910	04/12/2027	1,197
3130ARN23	42077	FHLB NOTES	04/28/2022	25,000,000.00	25,000,000.00	24,249,290.00	3.200	3.156	3.200	04/28/2027	1,213
3130ARPR6	42089	FHLB NOTES	04/29/2022	35,000,000.00	35,000,000.00	33,843,334.00	3.100	3.057	3.100	04/29/2027	1,214
3130ARQ87	42090	FHLB NOTES	04/29/2022	15,000,000.00	15,000,000.00	14,560,029.60	3.000	2.958	3.000	04/29/2026	849
3130ARQ87	42091	FHLB NOTES	04/29/2022	25,000,000.00	25,000,000.00	24,266,716.00	3.000	2.958	3.000	04/29/2026	849
3130ARQ87	42092	FHLB NOTES	04/29/2022	25,000,000.00	25,000,000.00	24,266,716.00	3.000	2.958	3.000	04/29/2026	849

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Federal Agency Bonds - CALLABLE											
3130ARUR0	42143	FHLB NOTES	05/10/2022	25,000,000.00	25,000,000.00	24,225,459.75	3.200	3.156	3.200	05/10/2027	1,225
3130ARUR0	42144	FHLB NOTES	05/10/2022	4,195,800.00	4,200,000.00	4,069,877.24	3.200	3.177	3.221	05/10/2027	1,225
3130ARUZ2	42166	FHLB NOTES	05/13/2022	10,000,000.00	10,000,000.00	9,721,543.60	3.100	3.057	3.100	05/13/2026	863
3130ANMH0	42245	FHLB NOTES	06/03/2022	9,398,821.50	10,215,000.00	9,400,188.37	1.100	3.095	3.138	08/20/2026	962
3130AS6Q7	42256	FHLB NOTES	06/07/2022	30,000,000.00	30,000,000.00	29,114,324.10	3.250	3.205	3.250	06/07/2027	1,253
3130ATW45	42728	FHLB NOTES	11/29/2022	30,000,000.00	30,000,000.00	29,901,212.40	5.050	4.980	5.050	11/29/2027	1,428
3130ANEC0	42774	FHLB NOTES	12/13/2022	31,120,600.00	35,000,000.00	32,426,270.10	1.125	3.933	3.988	07/29/2026	940
3130AUGN8	42843	FHLB NOTES	01/09/2023	45,000,000.00	45,000,000.00	44,995,652.10	5.000	4.931	4.999	01/10/2024	9
3130AVAY8	42999	FHLB NOTES	03/20/2023	25,000,000.00	25,000,000.00	24,992,015.25	5.500	5.424	5.500	09/20/2027	1,358
3130AVSU7	43138	FHLB NOTES	04/28/2023	25,000,000.00	25,000,000.00	24,722,402.00	4.450	4.389	4.450	04/28/2027	1,213
3130AVVH2	43155	FHLB NOTES	05/05/2023	25,000,000.00	25,000,000.00	24,598,988.50	4.400	4.339	4.400	05/05/2028	1,586
3134GVVX3	40506	FHLMC NOTES	05/28/2020	6,000,000.00	6,000,000.00	5,706,637.68	0.750	0.739	0.750	05/28/2025	513
3134GVYX0	40508	FHLMC NOTES	06/03/2020	10,000,000.00	10,000,000.00	9,804,900.50	0.500	0.493	0.500	06/03/2024	154
3134GVYX0	40509	FHLMC NOTES	06/03/2020	10,000,000.00	10,000,000.00	9,804,900.50	0.500	0.493	0.500	06/03/2024	154
3134GWUD6	40625	FHLMC NOTES	09/30/2020	15,000,000.00	15,000,000.00	14,346,981.00	0.400	0.394	0.400	12/30/2024	364
3134GWWR3	40626	FHLMC NOTES	09/30/2020	24,500,000.00	24,500,000.00	22,891,078.63	0.520	0.512	0.520	09/30/2025	638
3134GWZR0	40657	FHLMC NOTES	10/21/2020	8,763,422.50	8,770,000.00	8,452,800.59	0.400	0.413	0.418	10/21/2024	294
3134GXDK7	40783	FHLMC NOTES	11/30/2020	30,000,000.00	30,000,000.00	29,385,659.10	0.325	0.320	0.325	05/30/2024	150
3134GW5R3	42038	FHLMC NOTES	04/20/2022	34,163,210.00	37,000,000.00	34,514,822.48	0.650	2.919	2.959	10/27/2025	665
3134GW5R3	42071	FHLMC NOTES	04/27/2022	14,789,760.00	16,000,000.00	14,925,328.64	0.650	2.899	2.940	10/27/2025	665
3134GW6C5	42098	FHLMC NOTES	05/02/2022	18,102,800.00	20,000,000.00	18,139,111.00	0.800	3.036	3.078	10/28/2026	1,031
3134GXHX5	42109	FHLMC NOTES	05/03/2022	13,497,750.00	15,000,000.00	13,551,325.65	0.850	3.145	3.189	12/23/2026	1,087
3134GX3A0	42587	FHLMC NOTES	09/30/2022	14,934,600.00	15,000,000.00	14,926,116.45	4.750	4.840	4.908	09/30/2025	638
3134GY7D8	42817	FHLMC NOTES	12/28/2022	45,000,000.00	45,000,000.00	44,968,722.75	5.050	4.980	5.050	06/28/2024	179
3134GY7D8	42818	FHLMC NOTES	12/28/2022	7,000,000.00	7,000,000.00	6,995,134.65	5.050	4.980	5.050	06/28/2024	179
3134GYCP5	42871	FHLMC NOTES	01/23/2023	20,000,000.00	20,000,000.00	19,990,621.00	5.000	4.931	5.000	07/23/2024	204
3134GYPF3	43063	FHLMC NOTES	04/12/2023	25,000,000.00	25,000,000.00	24,765,048.50	4.750	4.686	4.751	07/12/2027	1,288
3134GYPF3	43064	FHLMC NOTES	04/12/2023	15,000,000.00	15,000,000.00	14,859,029.10	4.750	4.686	4.751	07/12/2027	1,288
3136G4XZ1	40522	FNMA NOTES	06/30/2020	15,000,000.00	15,000,000.00	14,213,548.50	0.740	0.729	0.740	06/30/2025	546
3136G4XZ1	40523	FNMA NOTES	06/30/2020	5,000,000.00	5,000,000.00	4,737,849.50	0.740	0.729	0.740	06/30/2025	546
3136G4YU1	40528	FNMA NOTES	07/15/2020	10,000,000.00	10,000,000.00	9,459,197.80	0.730	0.720	0.730	07/15/2025	561
3136G4YU1	40529	FNMA NOTES	07/15/2020	5,518,000.00	5,518,000.00	5,219,585.35	0.730	0.720	0.730	07/15/2025	561

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CUSIP	Investment #	Issuer	Purchase Date	Remaining Cost	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Federal Agency Bonds - CALLABLE											
3136G4A45	40534	FNMA NOTES	07/22/2020	20,000,000.00	20,000,000.00	18,899,107.20	0.710	0.700	0.710	07/22/2025	568
3136G4B77	40543	FNMA NOTES	08/04/2020	20,000,000.00	20,000,000.00	18,866,536.80	0.700	0.690	0.700	08/04/2025	581
3136G4H63	40550	FNMA NOTES	08/19/2020	11,500,000.00	11,500,000.00	10,805,175.64	0.550	0.542	0.550	08/19/2025	596
3136G4H63	40551	FNMA NOTES	08/19/2020	10,000,000.00	10,000,000.00	9,395,804.90	0.550	0.542	0.550	08/19/2025	596
3136G4H63	40552	FNMA NOTES	08/19/2020	15,000,000.00	15,000,000.00	14,093,707.35	0.550	0.542	0.550	08/19/2025	596
3136G4X40	40575	FNMA NOTES	09/08/2020	12,636,840.00	12,640,000.00	11,877,401.24	0.600	0.596	0.605	08/26/2025	603
3136G43H4	40592	FNMA NOTES	09/16/2020	11,685,000.00	11,685,000.00	11,311,540.86	0.400	0.394	0.400	09/16/2024	259
3136G46K4	40685	FNMA NOTES	10/28/2020	35,000,000.00	35,000,000.00	32,942,919.45	0.500	0.493	0.500	07/28/2025	574
3136G46K4	40686	FNMA NOTES	10/28/2020	14,000,000.00	14,000,000.00	13,177,167.78	0.500	0.493	0.500	07/28/2025	574
3136G46K4	40687	FNMA NOTES	10/28/2020	26,000,000.00	26,000,000.00	24,471,883.02	0.500	0.493	0.500	07/28/2025	574
3136G45C3	40749	FNMA NOTES	11/17/2020	9,981,500.00	10,000,000.00	9,309,339.90	0.540	0.570	0.577	10/27/2025	665
3135GA2Z3	40780	FNMA NOTES	11/27/2020	24,981,250.00	25,000,000.00	23,226,775.25	0.560	0.567	0.575	11/17/2025	686
3135GA7F2	40847	FNMA NOTES	12/15/2020	39,800,000.00	39,800,000.00	39,407,458.57	0.350	0.345	0.350	03/15/2024	74
3135GAAJ0	40873	FNMA NOTES	12/28/2020	40,000,000.00	40,000,000.00	38,937,452.80	0.360	0.355	0.359	07/26/2024	207
3135GAAJ0	40874	FNMA NOTES	12/28/2020	20,000,000.00	20,000,000.00	19,468,726.40	0.360	0.355	0.359	07/26/2024	207
3136G4W41	41809	FNMA NOTES	02/03/2022	29,061,900.00	30,000,000.00	28,216,552.80	0.650	1.534	1.556	08/25/2025	602
3135G06L2	41964	FNMA NOTES	04/01/2022	18,453,200.00	20,000,000.00	18,090,642.80	0.875	2.594	2.630	12/18/2026	1,082
		Subtotal and Average		**1,755,581,879.60**	**1,774,203,000.00**	**1,701,013,983.04**		**2.206**	**2.237**		**727**
US Treasury Notes											
9128286Z8	40155	U.S. TREASURY NOTES	12/13/2019	30,008,203.13	30,000,000.00	29,499,609.30	1.750	1.719	1.743	06/30/2024	181
91282CBH3	41010	U.S. TREASURY NOTES	03/23/2021	29,316,796.88	30,000,000.00	27,723,046.80	0.375	0.842	0.854	01/31/2026	761
91282CAJ0	41011	U.S. TREASURY NOTES	03/23/2021	29,355,468.75	30,000,000.00	28,013,671.80	0.250	0.732	0.743	08/31/2025	608
912828ZW3	41016	U.S. TREASURY NOTES	03/24/2021	24,555,664.06	25,000,000.00	23,484,375.00	0.250	0.663	0.672	06/30/2025	546
912828XB1	41023	U.S. TREASURY NOTES	03/26/2021	26,559,570.31	25,000,000.00	24,206,054.75	2.125	0.588	0.596	05/15/2025	500
91282CAB7	41024	U.S. TREASURY NOTES	03/26/2021	34,390,234.38	35,000,000.00	32,782,421.70	0.250	0.647	0.656	07/31/2025	577
91282CBE0	41048	U.S. TREASURY NOTES	04/08/2021	44,790,820.31	45,000,000.00	44,917,251.30	0.125	0.289	0.293	01/15/2024	14
912828V80	41054	U.S. TREASURY NOTES	04/12/2021	47,438,085.94	45,000,000.00	44,888,024.70	2.250	0.303	0.307	01/31/2024	30
912828ZW3	41062	U.S. TREASURY NOTES	04/13/2021	39,245,312.50	40,000,000.00	37,575,000.00	0.250	0.695	0.705	06/30/2025	546
91282CAJ0	41067	U.S. TREASURY NOTES	04/14/2021	29,371,875.00	30,000,000.00	28,013,671.80	0.250	0.726	0.736	08/31/2025	608
912828ZT0	41075	U.S. TREASURY NOTES	04/15/2021	29,493,750.00	30,000,000.00	28,257,421.80	0.250	0.656	0.665	05/31/2025	516
91282CBH3	41484	U.S. TREASURY NOTES	10/29/2021	24,275,390.63	25,000,000.00	23,102,539.00	0.375	1.058	1.073	01/31/2026	761

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CUSIP	Investment #	Issuer	Purchase Date	Remaining Cost	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
US Treasury Notes											
9128287B0	41496	U.S. TREASURY NOTES	11/03/2021	25,886,718.75	25,000,000.00	23,716,797.00	1.875	1.076	1.091	06/30/2026	911
91282CAJ0	41517	U.S. TREASURY NOTES	11/12/2021	29,141,015.63	30,000,000.00	28,013,671.80	0.250	1.006	1.020	08/31/2025	608
9128285Z9	41541	U.S. TREASURY NOTES	11/19/2021	36,456,054.69	35,000,000.00	34,919,619.00	2.500	0.584	0.592	01/31/2024	30
9128286X3	41550	U.S. TREASURY NOTES	11/23/2021	25,950,195.31	25,000,000.00	23,876,953.00	2.125	1.239	1.257	05/31/2026	881
912828P46	41602	U.S. TREASURY NOTES	11/26/2021	40,620,312.50	40,000,000.00	37,915,624.80	1.625	1.229	1.246	02/15/2026	776
9128286A3	41619	U.S. TREASURY NOTES	12/01/2021	31,894,921.88	30,000,000.00	29,063,671.80	2.625	1.055	1.070	01/31/2026	761
912828P46	41623	U.S. TREASURY NOTES	12/02/2021	25,538,085.94	25,000,000.00	23,697,265.50	1.625	1.084	1.099	02/15/2026	776
912828YD6	41656	U.S. TREASURY NOTES	12/13/2021	40,312,500.00	40,000,000.00	37,304,687.60	1.375	1.187	1.203	08/31/2026	973
91282CAT8	41659	U.S. TREASURY NOTES	12/13/2021	38,646,875.00	40,000,000.00	37,164,062.40	0.250	1.127	1.143	10/31/2025	669
91282CBM2	41660	U.S. TREASURY NOTES	12/13/2021	39,501,562.50	40,000,000.00	39,751,668.40	0.125	0.693	0.703	02/15/2024	45
91282CBM2	41682	U.S. TREASURY NOTES	12/17/2021	39,523,437.50	40,000,000.00	39,751,668.40	0.125	0.671	0.680	02/15/2024	45
912828YG9	41816	U.S. TREASURY NOTES	02/07/2022	19,892,968.75	20,000,000.00	18,760,156.20	1.625	1.721	1.745	09/30/2026	1,003
912828Y95	42053	U.S. TREASURY NOTES	04/22/2022	43,087,500.00	45,000,000.00	42,584,765.40	1.875	2.899	2.939	07/31/2026	942
9128287B0	42104	U.S. TREASURY NOTES	05/02/2022	33,578,125.00	35,000,000.00	33,203,515.80	1.875	2.878	2.918	06/30/2026	911
9128285Z9	42770	U.S. TREASURY NOTES	12/12/2022	43,931,250.00	45,000,000.00	44,896,653.00	2.500	4.604	4.668	01/31/2024	30
91282CBE0	42776	U.S. TREASURY NOTES	12/13/2022	42,841,406.25	45,000,000.00	44,917,251.30	0.125	4.627	4.691	01/15/2024	14
		Subtotal and Average		**945,604,101.59**	**950,000,000.00**	**912,001,119.35**		**1.386**	**1.405**		**496**
Corporate Bonds											
037833CU2	40165	APPLE INC	12/16/2019	10,339,800.00	10,000,000.00	9,906,557.80	2.850	2.010	2.038	05/11/2024	131
037833DF4	40274	APPLE INC	01/23/2020	5,196,300.00	5,000,000.00	4,898,920.20	2.750	1.892	1.918	01/13/2025	378
037833DX5	40553	APPLE INC	08/20/2020	29,929,200.00	30,000,000.00	28,197,611.70	0.550	0.589	0.597	08/20/2025	597
037833EB2	40926	APPLE INC	02/08/2021	19,977,800.00	20,000,000.00	18,529,825.00	0.700	0.712	0.722	02/08/2026	769
037833CJ7	41990	APPLE INC	04/11/2022	11,837,485.38	11,694,000.00	11,396,410.74	3.350	3.031	3.073	02/09/2027	1,135
037833CJ7	41991	APPLE INC	04/12/2022	11,973,714.00	11,850,000.00	11,548,440.84	3.350	3.060	3.103	02/09/2027	1,135
037833ET3	43166	APPLE INC	05/10/2023	39,922,800.00	40,000,000.00	39,943,149.20	4.000	3.987	4.043	05/10/2028	1,591
023135BW5	41175	AMAZON	06/10/2021	25,068,250.00	25,000,000.00	24,558,396.50	0.450	0.351	0.355	05/12/2024	132
023135CF1	42005	AMAZON	04/13/2022	39,917,600.00	40,000,000.00	38,873,799.20	3.300	3.299	3.345	04/13/2027	1,198
023135CP9	42735	AMAZON	12/01/2022	49,971,000.00	50,000,000.00	50,807,004.50	4.550	4.500	4.563	12/01/2027	1,430
06051GFF1	43048	BANK OF AMERICA CORP	04/10/2023	24,267,675.00	24,550,000.00	24,454,485.28	4.000	5.152	5.223	04/01/2024	91
06051GHW2	43599	BANK OF AMERICA CORP	11/22/2023	41,094,708.69	42,553,000.00	41,440,562.03	2.456	6.273	6.360	10/22/2025	660
06051GJD2	43651	BANK OF AMERICA CORP	12/07/2023	19,069,525.22	20,407,000.00	19,210,478.00	1.319	5.769	5.849	06/19/2026	900

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CUSIP	Investment #	Issuer	Purchase Date	Remaining Cost	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Corporate Bonds											
06405LAC5	42712	BANK OF NEW YORK	11/22/2022	20,000,000.00	20,000,000.00	19,995,592.20	5.224	5.152	5.224	11/21/2025	690
06406RBQ9	43125	BANK OF NEW YORK	04/26/2023	15,000,000.00	15,000,000.00	15,008,241.90	4.947	4.879	4.947	04/26/2027	1,211
06405LAD3	43199	BANK OF NEW YORK	05/24/2023	15,000,000.00	15,000,000.00	14,998,973.55	5.148	5.077	5.148	05/22/2026	872
084664CZ2	41908	BERKSHIRE HATHWY	03/15/2022	39,992,400.00	40,000,000.00	37,859,124.40	2.300	2.272	2.304	03/15/2027	1,169
141781CA0	43110	CARGILL INC	04/24/2023	9,980,100.00	10,000,000.00	9,983,786.50	4.500	4.507	4.570	06/24/2026	905
141781CA0	43118	CARGILL INC	04/25/2023	27,868,659.50	27,850,000.00	27,804,845.40	4.500	4.417	4.478	06/24/2026	905
14913R2K2	43128	CATERPILLAR	04/26/2023	27,272,100.00	30,000,000.00	27,804,557.70	0.900	4.265	4.325	03/02/2026	791
14913UAA8	43176	CATERPILLAR	05/15/2023	44,978,850.00	45,000,000.00	44,918,827.65	4.350	4.307	4.366	05/15/2026	865
194162AM5	42464	COLGATE-PALMOLIVE CO	08/09/2022	4,995,400.00	5,000,000.00	4,891,360.15	3.100	3.089	3.132	08/15/2025	592
126149AD5	43109	BESTFOODS	04/24/2023	17,074,866.25	15,683,000.00	16,810,323.84	7.250	4.511	4.574	12/15/2026	1,079
126149AD5	43126	BESTFOODS	04/26/2023	4,905,135.00	4,500,000.00	4,823,468.55	7.250	4.471	4.533	12/15/2026	1,079
166756AE6	40548	CHEVRON CORP.	08/12/2020	15,000,000.00	15,000,000.00	14,106,740.70	0.687	0.677	0.687	08/12/2025	589
24422EWR6	43134	JOHN DEERE CAPITAL CORP	04/27/2023	19,470,528.44	18,964,000.00	19,289,097.77	4.750	4.064	4.121	01/20/2028	1,480
24422EWW5	43235	JOHN DEERE CAPITAL CORP	06/08/2023	9,994,400.00	10,000,000.00	10,042,076.80	4.950	4.911	4.980	06/06/2025	522
95709TAN0	43074	EVERGY KANSAS CENTRAL	04/14/2023	18,962,000.00	20,000,000.00	18,949,473.60	2.550	4.236	4.295	07/01/2026	912
95709TAN0	43082	EVERGY KANSAS CENTRAL	04/17/2023	9,501,200.00	10,000,000.00	9,474,736.80	2.550	4.171	4.229	07/01/2026	912
459200KS9	43111	IBM	04/24/2023	16,027,407.92	16,216,000.00	16,039,617.43	4.000	4.482	4.545	07/27/2025	573
458140CE8	43121	INTEL CORP	04/25/2023	13,872,978.40	13,672,000.00	13,908,229.33	4.875	4.466	4.528	02/10/2028	1,501
458140CE8	43129	INTEL CORP	04/26/2023	10,155,400.00	10,000,000.00	10,172,783.30	4.875	4.447	4.509	02/10/2028	1,501
46647PBF2	43585	JPMORGAN	11/22/2023	34,050,702.56	35,216,000.00	34,318,632.93	2.301	6.060	6.144	10/15/2025	653
571676AT2	43099	MARS INC	04/20/2023	19,985,800.00	20,000,000.00	20,124,342.00	4.550	4.503	4.566	04/20/2028	1,571
57629WDG2	41926	MASSMUTUAL GLOBAL FUNDING	03/21/2022	19,992,000.00	20,000,000.00	19,506,554.40	2.800	2.775	2.813	03/21/2025	445
57629WCQ1	42334	MASSMUTUAL GLOBAL FUNDING	06/28/2022	6,989,325.00	7,500,000.00	7,002,854.63	2.350	3.948	4.003	01/14/2027	1,109
58933YBH7	43183	MERCK & CO	05/17/2023	9,991,900.00	10,000,000.00	9,963,919.70	4.050	4.012	4.068	05/17/2028	1,598
58989V2C7	41073	MET LIFE GLOBAL FUNDING	04/15/2021	10,003,500.00	10,000,000.00	9,868,508.20	0.700	0.678	0.688	04/05/2024	95
59217GEN5	41168	MET LIFE GLOBAL FUNDING	06/08/2021	14,984,400.00	15,000,000.00	14,682,015.75	0.550	0.577	0.585	06/07/2024	158
59217GBY4	41873	MET LIFE GLOBAL FUNDING	03/01/2022	8,829,800.00	8,500,000.00	8,185,677.65	3.450	2.548	2.584	12/18/2026	1,082
59217GEW5	42101	MET LIFE GLOBAL FUNDING	05/02/2022	9,828,300.00	10,000,000.00	9,738,247.80	2.800	3.382	3.429	03/21/2025	445
59217GFB0	42345	MET LIFE GLOBAL FUNDING	06/30/2022	14,988,600.00	15,000,000.00	14,747,315.85	4.400	4.356	4.417	06/30/2027	1,276
592179KD6	42839	METLIFE SHORT TERM FUND	01/06/2023	15,000,000.00	15,000,000.00	15,055,174.95	5.000	4.931	5.000	01/06/2026	736
61761JVL0	43527	MORGAN STANLEY	10/20/2023	25,996,462.25	26,575,000.00	26,229,935.05	3.700	5.874	5.956	10/23/2024	296
61761JVL0	43534	MORGAN STANLEY	10/24/2023	9,786,100.00	10,000,000.00	9,870,154.30	3.700	5.859	5.940	10/23/2024	296

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Corporate Bonds											
594918BX1	39489	MICROSOFT CORP	04/29/2019	6,558,500.00	6,500,000.00	6,483,842.37	2.875	2.635	2.672	02/06/2024	36
594918BY9	42081	MICROSOFT CORP	04/28/2022	5,211,359.52	5,168,000.00	5,034,597.18	3.300	3.057	3.099	02/06/2027	1,132
594918BR4	42668	MICROSOFT CORP	11/04/2022	23,151,250.00	25,000,000.00	23,823,864.50	2.400	4.498	4.560	08/08/2026	950
641062AR5	42791	NESTLE HOLDINGS INC	12/16/2022	22,423,500.00	25,000,000.00	23,098,341.25	0.625	4.170	4.228	01/15/2026	745
637432NP6	43112	NATIONAL RURAL UTIL COOP	04/24/2023	13,093,924.50	13,725,000.00	13,164,452.47	3.400	4.415	4.476	02/07/2028	1,498
63743HFK3	43558	NATIONAL RURAL UTIL COOP	11/02/2023	19,993,000.00	20,000,000.00	20,530,859.80	5.600	5.534	5.611	11/13/2026	1,047
637639AB1	41103	NATIONAL SECS CLEARING CORP	04/27/2021	5,092,050.00	5,000,000.00	4,792,947.65	1.500	1.013	1.027	04/23/2025	478
637639AH8	42736	NATIONAL SECS CLEARING CORP	12/01/2022	15,048,520.50	14,950,000.00	15,266,228.68	5.100	4.879	4.947	11/21/2027	1,420
637639AJ4	43213	NATIONAL SECS CLEARING CORP	05/30/2023	4,998,100.00	5,000,000.00	5,025,943.35	5.150	5.099	5.170	05/30/2025	515
66815L2F5	42707	NORTHWESTERN MUTUAL LIFE INSUR	11/21/2022	28,051,738.35	31,807,000.00	29,114,682.81	1.750	4.870	4.938	01/11/2027	1,106
64952WEB5	41104	NEW YORK LIFE GLOBAL	04/27/2021	29,982,300.00	30,000,000.00	29,544,868.50	0.550	0.562	0.569	04/27/2024	117
64952WED1	41174	NEW YORK LIFE GLOBAL	06/09/2021	19,980,600.00	20,000,000.00	18,325,917.40	1.150	1.154	1.170	06/09/2026	890
64952WEJ8	41483	NEW YORK LIFE GLOBAL	10/29/2021	24,967,500.00	25,000,000.00	24,162,828.50	0.900	0.931	0.944	10/29/2024	302
64952WEK5	41757	NEW YORK LIFE GLOBAL	01/14/2022	34,962,200.00	35,000,000.00	33,711,590.50	1.450	1.466	1.486	01/14/2025	379
64952WED1	41825	NEW YORK LIFE GLOBAL	02/09/2022	9,097,990.70	9,445,000.00	8,654,414.49	1.150	2.012	2.040	06/09/2026	890
740189AM7	41978	PRECISION CASTPARTS CORP	04/07/2022	10,566,093.78	10,494,000.00	10,278,059.40	3.250	2.962	3.004	06/15/2025	531
742651DP4	40337	PRIVATE EXPORT FUND CORPORATIO	02/18/2020	11,820,817.80	11,385,000.00	11,230,323.73	2.450	1.526	1.548	07/15/2024	196
742651DX7	40379	PRIVATE EXPORT FUND CORPORATIO	03/13/2020	12,032,836.20	11,610,000.00	11,262,520.01	1.750	0.938	0.951	11/15/2024	319
74274TAG5	41284	PRIVATE EXPORT FUND CORPORATIO	08/05/2021	20,048,200.00	20,000,000.00	19,492,100.40	0.550	0.462	0.468	07/30/2024	211
74274TAG5	41558	PRIVATE EXPORT FUND CORPORATIO	11/23/2021	9,912,800.00	10,000,000.00	9,746,050.20	0.550	0.867	0.879	07/30/2024	211
742718FV6	41801	PROCTER & GAMBLE	02/01/2022	54,921,900.00	55,000,000.00	51,340,124.00	1.900	1.903	1.929	02/01/2027	1,127
742718ER6	41999	PROCTER & GAMBLE	04/12/2022	10,610,531.10	10,845,000.00	10,351,508.47	2.450	2.919	2.960	11/03/2026	1,037
742718FY0	42883	PROCTER & GAMBLE	01/26/2023	9,993,300.00	10,000,000.00	9,969,302.30	4.100	4.067	4.123	01/26/2026	756
74153WCQ0	41639	PRICOA Global Funding 1_PRU	12/08/2021	19,979,400.00	20,000,000.00	19,222,166.80	1.150	1.168	1.185	12/06/2024	340
21688AAQ5	40892	RABOBANK	01/12/2021	6,995,170.00	7,000,000.00	6,990,687.34	0.375	0.392	0.398	01/12/2024	11
21688AAU6	42494	RABOBANK	08/22/2022	14,993,100.00	15,000,000.00	14,850,127.35	3.875	3.845	3.899	08/22/2024	234
89236TGT6	40326	TOYOTA MOTOR CREDIT CORP	02/13/2020	29,979,900.00	30,000,000.00	29,019,574.50	1.800	1.789	1.814	02/13/2025	409
90327QD89	42219	USAA CAPITAL CORP	05/26/2022	14,950,950.00	15,000,000.00	14,687,470.35	3.375	3.446	3.493	05/01/2025	486
90331HPL1	40268	U S BANK	01/21/2020	19,957,400.00	20,000,000.00	19,328,807.60	2.050	2.066	2.095	01/21/2025	386
92826CAD4	42288	VISA	06/15/2022	19,480,800.00	20,000,000.00	19,518,005.80	3.150	3.897	3.952	12/14/2025	713
92826CAD4	42792	VISA	12/16/2022	24,213,250.00	25,000,000.00	24,397,507.25	3.150	4.222	4.280	12/14/2025	713
931142EL3	39714	WALMART	07/29/2019	5,156,450.00	5,000,000.00	4,937,132.75	2.850	2.148	2.178	07/08/2024	189

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Corporate Bonds											
931142DV2	40315	WALMART	02/07/2020	29,120,856.00	27,975,000.00	27,370,498.86	2.650	1.741	1.765	12/15/2024	349
931142ER0	41379	WALMART	09/17/2021	9,981,100.00	10,000,000.00	9,193,711.30	1.050	1.074	1.088	09/17/2026	990
931142EM1	41875	WALMART	03/01/2022	2,396,001.85	2,315,000.00	2,247,234.63	3.050	2.141	2.171	07/08/2026	919
931142EW9	42542	WALMART	09/09/2022	19,986,000.00	20,000,000.00	19,805,211.20	3.900	3.871	3.924	09/09/2025	617
931142EX7	42578	WALMART	09/27/2022	9,768,500.00	10,000,000.00	9,952,025.60	3.950	4.414	4.476	09/09/2027	1,347
931142FA6	43091	WALMART	04/18/2023	9,995,600.00	10,000,000.00	9,948,883.40	4.000	3.960	4.015	04/15/2026	835
30231GAC6	39998	EXXON MOBIL CORP	10/31/2019	5,249,750.00	5,000,000.00	4,975,486.90	3.176	1.950	1.977	03/15/2024	74
30231GBH4	40403	EXXON MOBIL CORP	03/19/2020	15,000,000.00	15,000,000.00	14,692,090.65	2.992	2.951	2.992	03/19/2025	443
30231GAF9	40505	EXXON MOBIL CORP	05/26/2020	5,349,100.00	5,000,000.00	4,883,218.30	2.709	1.184	1.200	03/06/2025	430
		Subtotal and Average		**1,534,116,513.91**	**1,548,949,000.00**	**1,510,366,040.31**		**3.331**	**3.377**		**779**
ABS - Green Bonds											
43815JAC7	42950	HONDA AUTO RECEIVABLES OWNER T	02/24/2023	12,997,584.60	13,000,000.00	13,017,356.30	5.040	5.032	5.102	04/21/2027	1,206
89190GAC1	41182	TOYOTA AUTO REC OWNER TRUST	06/14/2021	12,217,993.94	12,219,309.96	11,956,544.70	0.260	0.261	0.265	11/17/2025	686
88167PAC2	43336	TESLA AUTO LEASE TRUST	07/27/2023	3,999,735.20	4,000,000.00	4,016,550.40	5.890	5.885	5.967	06/22/2026	903
89238LAC4	41867	TOYOTA LEASE OWNER TRUST	02/28/2022	11,519,722.68	11,521,536.17	11,436,002.59	1.960	1.951	1.978	02/20/2025	416
		Subtotal and Average		**40,735,036.42**	**40,740,846.13**	**40,426,453.99**		**2.814**	**2.853**		**796**
Asset Backed Securities (ABS)											
02008JAC0	42182	ALLY AUTO RECEIVABLES TRUST	05/18/2022	28,223,445.93	28,228,911.05	27,817,282.71	3.310	3.296	3.341	11/16/2026	1,050
02582JJR2	41529	AMERICAN EXPRESS CREDIT ACCT	11/17/2021	32,494,923.50	32,500,000.00	31,328,934.00	0.900	0.895	0.908	11/16/2026	1,050
02589BAA8	41919	AMERICAN EXPRESS CREDIT ACCT	03/18/2022	19,498,997.70	19,500,000.00	18,863,416.65	2.210	2.191	2.222	03/15/2027	1,169
02582JJT8	42202	AMERICAN EXPRESS CREDIT ACCT	05/24/2022	34,992,258.00	35,000,000.00	34,286,000.00	3.390	3.376	3.423	05/17/2027	1,232
02582JJZ4	43249	AMERICAN EXPRESS CREDIT ACCT	06/14/2023	18,748,336.88	18,750,000.00	18,893,261.25	4.870	4.856	4.923	05/15/2028	1,596
09690AAD5	41368	BMW VEHICLE LEASE TRUST	09/15/2021	19,344,755.99	19,345,487.25	19,268,186.55	0.430	0.593	0.602	01/27/2025	392
05601XAC3	41765	BMW VEHICLE LEASE TRUST	01/19/2022	4,224,418.90	4,225,050.55	4,201,074.66	1.100	1.095	1.111	03/25/2025	449
05593AAC3	42927	BMW VEHICLE LEASE TRUST	02/15/2023	5,249,875.05	5,250,000.00	5,243,368.20	5.160	5.146	5.217	11/25/2025	694
055979AB4	43504	BMW VEHICLE LEASE TRUST	10/11/2023	14,999,161.50	15,000,000.00	15,042,499.50	5.950	5.947	6.030	08/25/2025	602
05602RAD3	42183	BMW VEHICLE OWNER TRUST	05/18/2022	13,667,303.51	13,668,014.25	13,475,075.19	3.210	3.189	3.234	08/25/2026	967
14317HAC5	42084	CARMAX AUTO OWNER TRUST	04/28/2022	17,669,947.14	17,672,635.15	17,410,728.46	3.490	3.473	3.522	02/16/2027	1,142
12664QAB0	43117	CNH EQUIPMENT TRUST	04/25/2023	20,998,517.40	21,000,000.00	20,963,210.10	5.340	5.330	5.404	09/15/2026	988
14041NFW6	41242	CAPITAL ONE MULTI EXECUTION TR	07/22/2021	23,499,048.25	23,500,000.00	22,890,670.85	0.550	0.544	0.552	07/15/2026	926

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Asset Backed Securities (ABS)											
14041NFY2	41612	CAPITAL ONE MULTI EXECUTION TR	11/30/2021	35,995,039.20	36,000,000.00	34,724,930.40	1.040	1.032	1.047	11/16/2026	1,050
14041NFZ9	41952	CAPITAL ONE MULTI EXECUTION TR	03/30/2022	18,998,567.40	19,000,000.00	18,518,832.60	2.800	2.781	2.819	03/15/2027	1,169
14044CAC6	41476	CAPITAL ONE PRIME AUTO RECEIV	10/27/2021	10,188,215.43	10,188,408.00	9,860,559.29	0.770	0.761	0.772	09/15/2026	988
14043QAC6	42116	CAPITAL ONE PRIME AUTO RECEIV	05/04/2022	14,996,722.50	15,000,000.00	14,669,004.00	3.170	3.156	3.200	04/15/2027	1,200
14043KAH8	42944	CAPITAL ONE PRIME AUTO RECEIV	02/23/2023	10,747,936.00	10,750,000.00	10,754,258.08	4.870	4.860	4.928	02/15/2028	1,506
14044EAB4	43505	CAPITAL ONE PRIME AUTO RECEIV	10/11/2023	38,996,556.30	39,000,000.00	39,187,254.60	5.910	5.907	5.989	10/15/2026	1,018
14687TAC1	41209	CARVANA AUTO RECEIVABLES TRUST	06/24/2021	4,466,775.81	4,467,030.44	4,396,478.61	0.490	0.486	0.492	03/10/2026	799
254683CP8	41402	DISCOVER CARD EXECUTION NOTE	09/27/2021	19,995,718.00	20,000,000.00	19,348,430.00	0.580	0.581	0.589	09/15/2026	988
254683CW3	43089	DISCOVER CARD EXECUTION NOTE	04/18/2023	48,631,438.48	49,725,000.00	48,749,634.18	3.560	4.574	4.638	07/15/2027	1,291
254683CZ6	43276	DISCOVER CARD EXECUTION NOTE	06/28/2023	29,995,947.00	30,000,000.00	30,238,881.00	4.930	4.918	4.986	06/15/2028	1,627
23292GAC7	42119	DLLST LLC	05/04/2022	6,968,377.07	6,969,393.21	6,921,529.51	3.400	3.385	3.433	01/21/2025	386
233868AC2	43476	DAIMLET TRUCKS RETAIL TRUST	09/27/2023	26,999,586.90	27,000,000.00	27,383,391.90	5.900	5.892	5.973	03/15/2027	1,169
34528LAD7	42066	FORD CREDIT AUTO LEASE TRUST	04/26/2022	16,756,894.18	16,758,918.66	16,683,304.09	3.230	3.215	3.259	05/15/2025	500
34529NAB6	43456	FORD CREDIT AUTO LEASE TRUST	09/19/2023	14,999,440.50	15,000,000.00	15,061,062.00	5.900	5.895	5.977	02/15/2026	776
34532NAC9	40958	FORD CREDIT AUTO OWNER TRUST	02/22/2021	4,633,097.05	4,633,487.66	4,568,020.65	0.300	0.299	0.304	08/15/2025	592
345286AC2	41776	FORD CREDIT AUTO OWNER TRUST	01/24/2022	8,949,679.64	8,950,742.99	8,710,292.02	1.290	1.281	1.299	06/15/2026	896
36266FAC3	42152	GM FIN'CL AUTO LEASING TRUST	05/11/2022	13,716,974.13	13,718,404.96	13,633,721.25	3.420	3.404	3.451	06/20/2025	536
362585AC5	42009	GM FINANCIAL SECURITIZED	04/13/2022	11,497,596.50	11,500,000.00	11,276,683.80	3.100	3.086	3.129	02/16/2027	1,142
44933MAC5	41387	HYUNDAI AUTO LEASE SEC TRUST	09/22/2021	1,463,305.47	1,463,437.92	1,459,977.04	0.380	0.380	0.386	09/16/2024	259
44891WAC3	41766	HYUNDAI AUTO LEASE SEC TRUST	01/19/2022	5,530,324.05	5,530,446.28	5,494,558.11	1.160	1.148	1.164	01/15/2025	380
44934LAD4	42184	HYUNDAI AUTO LEASE SEC TRUST	05/18/2022	32,722,647.48	32,725,278.60	32,494,297.04	3.350	3.332	3.378	06/16/2025	532
43813GAC5	40965	HONDA AUTO RECEIVABLES OWNER T	02/24/2021	1,954,110.47	1,954,146.24	1,930,419.19	0.270	0.267	0.271	04/21/2025	476
43815EAC8	41321	HONDA AUTO RECEIVABLES OWNER T	08/25/2021	9,274,138.03	9,274,273.44	9,040,885.42	0.410	0.405	0.411	11/18/2025	687
43815GAC3	41554	HONDA AUTO RECEIVABLES OWNER T	11/24/2021	9,749,675.86	9,751,731.53	9,462,627.80	0.880	0.879	0.891	01/21/2026	751
43815BAC4	41855	HONDA AUTO RECEIVABLES OWNER T	02/23/2022	22,442,407.96	22,445,783.81	21,846,959.48	1.880	1.868	1.894	05/15/2026	865
437927AC0	43212	HONDA AUTO RECEIVABLES OWNER T	05/30/2023	17,997,084.00	18,000,000.00	18,088,030.80	4.930	4.920	4.988	11/15/2027	1,414
438123AB7	43617	HONDA AUTO RECEIVABLES OWNER T	11/08/2023	28,997,758.30	29,000,000.00	29,182,578.20	5.870	5.867	5.949	06/22/2026	903
44933LAC7	41111	HYUNDAI AUTO RECEIVABLES TRUST	04/28/2021	2,747,131.57	2,747,420.60	2,708,548.17	0.380	0.379	0.385	09/15/2025	623
448979AD6	43065	HYUNDAI AUTO RECEIVABLES TRUST	04/12/2023	9,999,024.00	10,000,000.00	9,944,425.00	4.580	4.565	4.629	04/15/2027	1,200
44918CAD4	43562	HYUNDAI AUTO RECEIVABLES TRUST	11/13/2023	7,998,948.00	8,000,000.00	8,168,477.60	5.540	5.533	5.610	10/16/2028	1,750
41284YAD8	42040	HARLEY-DAVIDSON MOTORCYCLE	04/20/2022	21,512,536.40	21,516,118.84	21,127,701.26	3.060	3.044	3.086	02/15/2027	1,141
41285JAD0	42945	HARLEY-DAVIDSON MOTORCYCLE	02/23/2023	12,998,690.90	13,000,000.00	12,981,517.90	5.050	5.038	5.107	12/15/2027	1,444

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Asset Backed Securities (ABS)											
41285YAB1	43477	HARLEY-DAVIDSON MOTORCYCLE	09/27/2023	16,998,395.20	17,000,000.00	17,071,825.00	5.920	5.917	5.999	12/15/2026	1,079
47788UAC6	40991	JOHN DEERE OWNER TRUST	03/10/2021	2,207,495.67	2,207,920.04	2,168,713.34	0.360	0.363	0.369	09/15/2025	623
47789QAC4	41240	JOHN DEERE OWNER TRUST	07/21/2021	4,874,010.99	4,874,445.80	4,742,431.67	0.520	0.517	0.524	03/16/2026	805
47787JAC2	41910	JOHN DEERE OWNER TRUST	03/16/2022	8,448,547.19	8,450,416.43	8,261,669.62	2.320	2.309	2.341	09/16/2026	989
477920AC6	43277	JOHN DEERE OWNER TRUST	06/28/2023	13,997,664.80	14,000,000.00	14,125,417.60	5.180	5.171	5.243	03/15/2028	1,535
58769KAD6	41220	MERCEDES-BENZ AUTO LEASE TRUST	06/29/2021	1,329,534.81	1,329,635.20	1,327,119.13	0.400	0.399	0.404	11/15/2024	319
58768RAC4	43201	MERCEDES-BENZ AUTO LEASE TRUST	05/24/2023	31,998,886.40	32,000,000.00	31,867,091.20	4.740	4.723	4.789	01/15/2027	1,110
58772WAC7	41389	MERCEDES -BENZ AUTO REC TRUST	09/22/2021	11,319,448.15	11,320,928.93	10,983,745.25	0.460	0.459	0.466	06/15/2026	896
58770AAC7	42879	MERCEDES -BENZ AUTO REC TRUST	01/25/2023	13,248,410.00	13,250,000.00	13,166,367.33	4.510	4.495	4.558	11/15/2027	1,414
58769FAB1	43542	MERCEDES -BENZ AUTO REC TRUST	10/25/2023	18,999,148.80	19,000,000.00	19,144,711.60	5.920	5.915	5.998	11/16/2026	1,050
65480BAC1	41206	NISSAN AUTO RECEIVABLES OWNER	06/23/2021	18,074,999.92	18,075,305.40	17,670,546.89	0.330	0.326	0.331	10/15/2025	653
65479QAC1	41856	NISSAN AUTO RECEIVABLES OWNER	02/23/2022	16,461,993.60	16,465,222.44	16,017,470.47	1.860	1.850	1.876	08/17/2026	959
65480WAD3	43130	NISSAN AUTO RECEIVABLES OWNER	04/26/2023	30,994,522.30	31,000,000.00	31,013,739.20	4.910	4.900	4.968	11/15/2027	1,414
89240BAC2	40930	TOYOTA AUTO REC OWNER TRUST	02/08/2021	2,660,073.93	2,660,567.74	2,631,118.98	0.260	0.265	0.269	05/15/2025	500
89238JAC9	41521	TOYOTA AUTO REC OWNER TRUST	11/15/2021	8,135,069.68	8,135,242.97	7,893,705.17	0.710	0.702	0.712	04/15/2026	835
89239KAC5	41797	TOYOTA AUTO REC OWNER TRUST	01/31/2022	10,701,865.74	10,703,685.37	10,414,825.01	1.230	1.224	1.241	06/15/2026	896
891940AC2	42890	TOYOTA AUTO REC OWNER TRUST	01/30/2023	20,999,989.50	21,000,000.00	20,874,999.60	4.630	4.610	4.674	09/15/2027	1,353
89239MAC1	43090	TOYOTA LEASE OWNER TRUST	04/18/2023	21,996,163.20	22,000,000.00	21,960,857.60	4.930	4.924	4.993	04/20/2026	840
92867WAB4	43248	VOLKSWAGEN AUTO LOAN ENHANCED	06/13/2023	16,898,922.95	16,899,744.28	16,905,474.98	5.500	5.489	5.566	12/21/2026	1,085
92867UAB8	43457	VOLKSWAGEN AUTO LEASE TRUST	09/19/2023	32,472,096.74	32,475,000.00	32,616,038.93	5.870	5.868	5.950	01/20/2026	750
92348KBL6	43120	VERIZON MASTER TRUST	04/25/2023	39,999,372.00	40,000,000.00	39,872,980.00	4.890	4.873	4.940	04/20/2028	1,571
98164EAC9	40937	WORLD OMNI AUTO REC'VBLE TRUST	02/10/2021	4,108,218.47	4,108,498.26	4,039,253.22	0.300	0.298	0.303	01/15/2026	745
98163NAC0	42020	WORLD OMNI AUTOMOBILE LEASE	04/13/2022	2,501,159.48	2,501,505.94	2,485,926.81	3.210	3.196	3.241	02/18/2025	414
		Subtotal and Average		**1,125,959,324.03**	**1,127,168,240.23**	**1,115,557,007.71**		**3.592**	**3.642**		**1,050**
Municipal Bonds											
13077DQD7	41265	CALIF STATE UNIV	07/29/2021	5,000,000.00	5,000,000.00	4,669,000.00	0.862	0.850	0.862	11/01/2025	670
374288AB4	40910	J PAUL GETTY TRUST	01/28/2021	15,000,000.00	15,000,000.00	15,000,000.00	0.391	0.385	0.391	01/01/2024	0
79739GPD2	41668	SAN DIEGO CNTY ARPT AUTH	12/08/2021	2,495,000.00	2,495,000.00	2,363,089.35	1.341	1.322	1.340	07/01/2025	547
91412HGE7	40532	UNIVERSITY CALIFORNIA REVS	07/16/2020	5,000,000.00	5,000,000.00	4,743,450.00	0.883	0.870	0.883	05/15/2025	500
91412HJK0	40993	UNIVERSITY CALIFORNIA REVS	03/10/2021	2,500,000.00	2,500,000.00	2,456,500.00	0.367	0.361	0.366	05/15/2024	135
		Subtotal and Average		**29,995,000.00**	**29,995,000.00**	**29,232,039.35**		**0.620**	**0.629**		**251**

Fund COMM - COMMINGLED POOL
Investments by Fund
December 31, 2023

CUSIP	Investment #	Issuer	Purchase Date	Remaining Cost	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Commercial Paper, Discount											
16536HA27	43730	CHESHAM FINANCE	12/29/2023	74,955,583.33	75,000,000.00	74,955,525.00	5.330	5.333	5.407	01/02/2024	1
46640PCK7	43269	JP MORGAN SECURITIES	06/26/2023	47,960,416.67	50,000,000.00	49,389,550.00	5.500	5.791	5.871	03/19/2024	78
19121ADS7	43623	COCA-COLA CO	11/28/2023	48,885,416.67	50,000,000.00	49,151,250.00	5.350	5.471	5.547	04/26/2024	116
5148X0A21	43729	LANDES BANK-BADEN	12/29/2023	124,926,250.00	125,000,000.00	124,926,000.00	5.310	5.313	5.386	01/02/2024	1
59515MF67	43647	MICROSOFT CORP	12/05/2023	72,941,500.00	75,000,000.00	73,278,375.00	5.370	5.370	5.444	06/06/2024	157
7426M2EH0	43646	PRIVATE EXPORT FUND CORPORATIO	12/04/2023	24,396,145.83	25,000,000.00	24,485,775.00	5.270	5.400	5.475	05/17/2024	137
71344TAS1	43405	PEPSICO INC	08/28/2023	39,100,711.11	40,000,000.00	39,836,400.00	5.360	5.483	5.559	01/26/2024	25
79490ADK1	43553	SALISBURY REC CO	10/27/2023	68,067,222.22	70,000,000.00	68,834,640.00	5.680	5.680	5.758	04/19/2024	109
79490AFU7	43677	SALISBURY REC CO	12/12/2023	72,732,229.17	75,000,000.00	73,029,450.00	5.470	5.640	5.718	06/28/2024	179
89233GA55	43247	TOYOTA MOTOR CREDIT CORP	06/13/2023	48,432,111.11	50,000,000.00	49,948,350.00	5.480	5.741	5.821	01/05/2024	4
		Subtotal and Average		**622,397,586.11**	**635,000,000.00**	**627,835,315.00**		**5.499**	**5.575**		**73**
Federal Agency Discount Notes											
313384TH2	42954	FHLB DISCOUNT	02/27/2023	42,775,920.00	45,000,000.00	44,650,862.55	4.970	5.233	5.306	02/20/2024	50
313384YK9	43665	FHLB NOTES	12/11/2023	121,565,538.20	125,000,000.00	121,925,347.50	5.125	5.350	5.424	06/21/2024	172
313384SS9	43681	FHLB NOTES	12/12/2023	148,798,020.84	150,000,000.00	149,165,583.00	5.245	5.361	5.435	02/05/2024	35
313384RG6	43731	FHLB NOTES	12/29/2023	249,855,555.55	250,000,000.00	249,855,277.50	5.200	5.275	5.348	01/02/2024	1
31315KRK8	43039	FARMER MAC DISCOUNT NOTE	04/06/2023	48,287,500.00	50,000,000.00	49,949,347.00	4.500	4.687	4.752	01/05/2024	4
		Subtotal and Average		**611,282,534.59**	**620,000,000.00**	**615,546,417.55**		**5.260**	**5.333**		**46**
Treasury Bills											
912797HR1	43657	U S TREASURY BILL	12/07/2023	97,610,667.00	100,000,000.00	97,988,399.00	5.120	5.332	5.406	05/23/2024	143
		Subtotal and Average		**97,610,667.00**	**100,000,000.00**	**97,988,399.00**		**5.333**	**5.407**		**143**
Local Agency Investment Fund											
SYS8506	8506	LOCAL AGENCY INVEST FUND	07/01/2023	44,741,792.86	44,741,792.86	44,741,792.86	3.929	3.875	3.929		1
		Subtotal and Average		**44,741,792.86**	**44,741,792.86**	**44,741,792.86**		**3.875**	**3.929**		**1**
Money Market											
SYS40461	40461	DREYFUS GOVERNMENT CASH MGMT	04/15/2020	250,001,336.99	250,001,336.99	250,001,336.99	5.230	5.158	5.230		1
SYS37590	37590	JP MORGAN US GOVT MMF	02/27/2017	275,441,990.99	275,441,990.99	275,441,990.99	5.207	5.135	5.206		1
SYS34292	34292	MORGAN STANLEY TRSY INSTL 8304	05/21/2013	1.04	1.04	1.04	5.200	5.128	5.200		1

Fund COMM - COMMINGLED POOL
Investments by Fund
December 31, 2023

CUSIP	Investment #	Issuer	Purchase Date	Remaining Cost	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Money Market											
SYS42588	42588	STATE STREET US	09/30/2022	500,731,270.30	500,731,270.30	500,731,270.30	5.280	5.207	5.280		1
SYS23519	23519	BLACKROCK TREASURY LIQ FUND	02/01/2008	1,026,085,946.22	1,026,085,946.22	1,026,085,946.22	5.257	5.184	5.257		1
		Subtotal and Average		**2,052,260,545.54**	**2,052,260,545.54**	**2,052,260,545.54**		**5.181**	**5.253**		**1**
Other - Floaters - Daily Reset											
21684LH96	43661	RABOBANK	12/08/2023	75,000,000.00	75,000,000.00	75,000,000.00	5.740	5.736	5.816	10/08/2024	281
		Subtotal and Average		**75,000,000.00**	**75,000,000.00**	**75,000,000.00**		**5.736**	**5.816**		**281**
Agency - Floaters - Daily Reset											
31424WCU4	43656	FARMER MAC	12/07/2023	45,000,000.00	45,000,000.00	45,000,500.40	5.680	5.678	5.757	12/07/2026	1,071
3133ENKX7	41761	FFCB NOTES	01/18/2022	27,000,000.00	27,000,000.00	27,010,031.85	5.480	4.195	4.253	01/17/2025	382
3133EPN76	43675	FFCB NOTES	12/18/2023	45,000,000.00	45,000,000.00	45,028,161.00	5.650	5.649	5.727	12/18/2026	1,082
3130AQLS0	41746	FHLB NOTES	01/11/2022	30,000,000.00	30,000,000.00	30,008,163.00	5.480	4.151	4.208	01/07/2025	372
3130AY4X1	43676	FHLB NOTES	12/14/2023	125,000,000.00	125,000,000.00	125,042,562.50		0.020	0.021	05/13/2025	498
3130AXYN2	43655	FHLB VARIABLE	12/05/2023	45,000,000.00	45,000,000.00	45,005,643.00	5.580	5.578	5.655	12/05/2025	704
		Subtotal and Average		**317,000,000.00**	**317,000,000.00**	**317,095,061.75**		**3.158**	**3.202**		**669**
Supranationals - Green Bond											
45906M2B6	40684	INTL BANK RECON & DEVELOP	10/27/2020	25,160,500.00	25,000,000.00	25,031,500.00	5.604	2.616	2.652	06/17/2024	168
459058JE4	41545	INTL BANK RECON & DEVELOP	11/22/2021	24,407,000.00	25,000,000.00	23,445,473.50	0.375	1.018	1.032	07/28/2025	574
		Subtotal and Average		**49,567,500.00**	**50,000,000.00**	**48,476,973.50**		**1.822**	**1.847**		**369**
Supranationals											
4581X0DF2	39495	IADB	04/29/2019	17,165,410.00	17,000,000.00	16,982,647.25	2.625	2.372	2.405	01/16/2024	15
4581X0DR6	40721	IADB	11/04/2020	45,000,000.00	45,000,000.00	45,049,815.90	5.591	3.186	3.230	02/04/2025	400
459058GQ0	39367	INTL BANK RECON & DEVELOP	04/02/2019	5,035,400.00	5,000,000.00	4,969,221.50	2.500	2.315	2.347	03/19/2024	78
459058JL8	40688	INTL BANK RECON & DEVELOP	10/28/2020	2,497,175.00	2,500,000.00	2,330,425.08	0.500	0.515	0.522	10/28/2025	666
459058JL8	40689	INTL BANK RECON & DEVELOP	10/28/2020	14,983,050.00	15,000,000.00	13,982,550.45	0.500	0.515	0.522	10/28/2025	666
459058JS3	41153	INTL BANK RECON & DEVELOP	05/28/2021	9,915,300.00	10,000,000.00	9,248,016.80	0.650	0.822	0.834	02/10/2026	771
45906M3C3	41948	INTL BANK RECON & DEVELOP	03/29/2022	24,980,500.00	25,000,000.00	24,813,259.75	2.250	2.258	2.290	03/28/2024	87
		Subtotal and Average		**119,576,835.00**	**119,500,000.00**	**117,375,936.73**		**2.252**	**2.283**		**336**
		Total Investments and Average		**12,715,962,795.80**	**12,781,054,430.40**	**12,525,115,566.94**		**3.619**	**3.669**		**541**

Fund COMM - COMMINGLED POOL
Investments by Fund
December 31, 2023

CUSIP	Investment #	Issuer	Purchase Date	Remaining Cost	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity

Fund WK - WORKERS COMP
Investments by Fund
December 31, 2023

CUSIP	Investment #	Issuer	Purchase Date	Remaining Cost	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Mortgage Backed Securities (MBS)											
3137F2LJ3	42115	FHLMC MULTI-FAMILY	05/03/2022	998,203.13	1,000,000.00	960,372.80	3.117	3.088	3.131	06/25/2027	1,271
3137BRQK4	42233	FHLMC MULTI-FAMILY	05/31/2022	1,965,625.00	2,000,000.00	1,904,466.40	2.624	2.994	3.036	08/25/2026	967
		Subtotal and Average		**2,963,828.13**	**3,000,000.00**	**2,864,839.20**		**3.026**	**3.068**		**1,069**
Federal Agency Bonds											
3133ENRZ5	41918	FFCB NOTES	03/17/2022	1,991,080.00	2,000,000.00	1,940,393.16	1.950	2.075	2.104	03/17/2025	441
3135G03U5	40497	FNMA NOTES	05/07/2020	1,502,295.00	1,500,000.00	1,426,394.58	0.625	0.585	0.593	04/22/2025	477
		Subtotal and Average		**3,493,375.00**	**3,500,000.00**	**3,366,787.74**		**1.436**	**1.456**		**456**
Federal Agency Bonds - CALLABLE											
3130AJLA5	40503	FHLB NOTES	05/19/2020	3,000,000.00	3,000,000.00	2,855,859.84	0.750	0.739	0.750	05/19/2025	504
3130AJLA5	40504	FHLB NOTES	05/19/2020	2,000,000.00	2,000,000.00	1,903,906.56	0.750	0.739	0.750	05/19/2025	504
3130AKYH3	41962	FHLB NOTES	03/31/2022	1,834,640.00	2,000,000.00	1,804,280.18	0.830	2.618	2.655	02/10/2027	1,136
		Subtotal and Average		**6,834,640.00**	**7,000,000.00**	**6,564,046.58**		**1.256**	**1.273**		**677**
US Treasury Notes											
91282CAM3	41726	U.S. TREASURY NOTES	12/30/2021	2,902,851.56	3,000,000.00	2,794,453.14	0.250	1.118	1.134	09/30/2025	638
91282CDH1	42826	U.S. TREASURY NOTES	12/28/2022	934,062.50	1,000,000.00	965,039.06	0.750	4.381	4.441	11/15/2024	319
		Subtotal and Average		**3,836,914.06**	**4,000,000.00**	**3,759,492.20**		**1.925**	**1.952**		**559**
Money Market											
SYS34789	34789	BLACKROCK TREASURY LIQ FUND	12/26/2013	11,348,921.64	11,348,921.64	11,348,921.64	5.257	5.184	5.257		1
		Subtotal and Average		**11,348,921.64**	**11,348,921.64**	**11,348,921.64**		**5.185**	**5.257**		**1**
Supranationals											
459058JL8	40695	INTL BANK RECON & DEVELOP	10/28/2020	2,497,175.00	2,500,000.00	2,330,425.08	0.500	0.515	0.522	10/28/2025	666
		Subtotal and Average		**2,497,175.00**	**2,500,000.00**	**2,330,425.08**		**0.516**	**0.523**		**666**
		Total Investments and Average		**30,974,853.83**	**31,348,921.64**	**30,234,512.44**		**2.902**	**2.942**		**427**

Fund PCF - PARK CHARTER FUND
Investments by Fund
December 31, 2023

CUSIP	Investment #	Issuer	Purchase Date	Remaining Cost	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Federal Agency Bonds											
3133ENRZ5	41917	FFCB NOTES	03/17/2022	995,540.00	1,000,000.00	970,196.58	1.950	2.075	2.104	03/17/2025	441
		Subtotal and Average		**995,540.00**	**1,000,000.00**	**970,196.58**		**2.075**	**2.104**		**441**
Federal Agency Bonds - CALLABLE											
3130AKYH3	41961	FHLB NOTES	03/31/2022	458,660.00	500,000.00	451,070.05	0.830	2.618	2.655	02/10/2027	1,136
		Subtotal and Average		**458,660.00**	**500,000.00**	**451,070.05**		**2.619**	**2.655**		**1,136**
US Treasury Notes											
91282CAM3	41727	U.S. TREASURY NOTES	12/30/2021	967,617.19	1,000,000.00	931,484.38	0.250	1.118	1.134	09/30/2025	638
91282CDH1	42825	U.S. TREASURY NOTES	12/28/2022	233,515.63	250,000.00	241,259.77	0.750	4.381	4.441	11/15/2024	319
		Subtotal and Average		**1,201,132.82**	**1,250,000.00**	**1,172,744.15**		**1.763**	**1.788**		**575**
Money Market											
SYS33657	33657	BLACKROCK TREASURY LIQ FUND	09/30/2012	1,871,117.69	1,871,117.69	1,871,117.69	5.240	5.168	5.240		1
		Subtotal and Average		**1,871,117.69**	**1,871,117.69**	**1,871,117.69**		**5.168**	**5.240**		**1**
		Total Investments and Average		**4,526,450.51**	**4,621,117.69**	**4,465,128.47**		**3.314**	**3.360**		**368**

Fund SJE - SAN JOSE- EVERGREEN
Investments by Fund
December 31, 2023

CUSIP	Investment #	Issuer	Purchase Date	Remaining Cost	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Municipal Bonds											
246381NB9	39874	DELAWARE ST	09/23/2019	579,000.00	500,000.00	500,815.00	5.000	1.242	1.260	02/01/2024	31
68609BSH1	39791	OREGON ST	08/30/2019	592,015.00	500,000.00	503,520.00	5.000	0.948	0.961	05/01/2024	121
93974DM70	40027	WASHINGTON ST	11/08/2019	646,651.50	550,000.00	556,820.00	5.000	1.154	1.170	08/01/2024	213
		Subtotal and Average		**1,817,666.50**	**1,550,000.00**	**1,561,155.00**		**1.116**	**1.132**		**125**
Money Market - Tax Exempt											
SYS33615	33615	Dreyfus Tax Exempt Inst	09/25/2012	115,675.47	115,675.47	115,675.47	3.415	3.368	3.415		1
60934N666	42335	FEDERATED TAX EXEMPT	06/29/2022	20,492,356.36	20,492,356.36	20,492,356.36	4.190	4.132	4.190		1
		Subtotal and Average		**20,608,031.83**	**20,608,031.83**	**20,608,031.83**		**4.128**	**4.186**		**1**
		Total Investments and Average		**22,425,698.33**	**22,158,031.83**	**22,169,186.83**		**3.915**	**3.969**		**9**

SANTA CLARA COUNTY INVESTMENTS
Transaction Activity Report
October 1, 2023 - December 31, 2023
Sorted by Transaction Date - Transaction Date
All Funds

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
43483	COMM	16536JX36	CHES DISC NOTE	Purchase	10/02/2023	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
43484	COMM	5148X1X32	LANDES DISC NOTE	Purchase	10/02/2023	LANDES	124,981,562.50			**-124,981,562.50**
43485	COMM	63873KX36	NATXNY DISC NOTE	Purchase	10/02/2023	NATIXIS NY	49,992,638.89			**-49,992,638.89**
39790	SJE	419792JY3	HIS 5.% MAT	Redemption	10/02/2023	HAWAII STATE		500,000.00		**500,000.00**
43481	COMM	16536JX28	CHES DISC NOTE	Redemption	10/02/2023	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43482	COMM	5148X1X24	LANDES DISC NOTE	Redemption	10/02/2023	LANDES		125,000,000.00		**125,000,000.00**
39790	SJE	419792JY3	HIS 5.% MAT	Interest	10/02/2023	HAWAII STATE			12,500.00	**12,500.00**
40585	COMM	3133ELVQ4	FEDERAL FARM CR	Interest	10/02/2023	FFCB NOTES			71,250.00	**71,250.00**
40625	COMM	3134GWUD6	FEDERAL HOME LN	Interest	10/02/2023	FHLMC NOTES			30,000.00	**30,000.00**
40626	COMM	3134GWWR3	FEDERAL HOME LN	Interest	10/02/2023	FHLMC NOTES			63,700.00	**63,700.00**
41031	COMM	3130ALMM3	FEDERAL HOME	Interest	10/02/2023	FHLB NOTES			46,000.00	**46,000.00**
41726	WK	91282CAM3	UNITED STATES	Interest	10/02/2023	U.S. TREASURY			3,750.00	**3,750.00**
41727	PCF	91282CAM3	UNITED STATES	Interest	10/02/2023	U.S. TREASURY			1,250.00	**1,250.00**
41816	COMM	912828YG9	UNITED STATES	Interest	10/02/2023	U.S. TREASURY			162,500.00	**162,500.00**
42587	COMM	3134GX3A0	FEDERAL HOME LN	Interest	10/02/2023	FHLMC NOTES			356,250.00	**356,250.00**
43048	COMM	06051GFF1	BAC 4.% MAT	Interest	10/02/2023	BANK OF AMERICA			491,000.00	**491,000.00**
43048	COMM	06051GFF1	BAC 4.% MAT	Accr Int	10/02/2023	BANK OF AMERICA		24,550.00	-24,550.00	**0.00**
		Totals for 10/02/2023					**249,963,097.22**	**200,524,550.00**	**1,213,650.00**	**-48,224,897.22**
43486	COMM	16536JX44	CHES DISC NOTE	Purchase	10/03/2023	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
43487	COMM	5148X1X40	LANDES DISC NOTE	Purchase	10/03/2023	LANDES	124,981,562.50			**-124,981,562.50**
43488	COMM	63873KX44	NATXNY DISC NOTE	Purchase	10/03/2023	NATIXIS NY	49,992,638.89			**-49,992,638.89**
43483	COMM	16536JX36	CHES DISC NOTE	Redemption	10/03/2023	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43484	COMM	5148X1X32	LANDES DISC NOTE	Redemption	10/03/2023	LANDES		125,000,000.00		**125,000,000.00**
43485	COMM	63873KX36	NATXNY DISC NOTE	Redemption	10/03/2023	NATIXIS NY		50,000,000.00		**50,000,000.00**
37590	COMM	SYS37590	JPM TE 0.44%	Interest	10/03/2023	JP MORGAN US			1,375.12	**1,375.12**
37590	COMM	SYS37590	JPM TE 0.44%	Purchase	10/03/2023	JP MORGAN US	1,375.12			**-1,375.12**
40461	COMM	SYS40461	DGCXX 0.%	Interest	10/03/2023	DREYFUS			5.69	**5.69**
40461	COMM	SYS40461	DGCXX 0.%	Purchase	10/03/2023	DREYFUS	5.69			**-5.69**
42588	COMM	SYS42588	OPGXX	Interest	10/03/2023	STATE STREET US			1,510.81	**1,510.81**
42588	COMM	SYS42588	OPGXX	Purchase	10/03/2023	STATE STREET US	1,510.81			**-1,510.81**
		Totals for 10/03/2023					**249,965,988.84**	**250,000,000.00**	**2,891.62**	**36,902.78**
43489	COMM	16536JX51	CHES DISC NOTE	Purchase	10/04/2023	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
43490	COMM	5148X1X57	LANDES DISC NOTE	Purchase	10/04/2023	LANDES	124,981,562.50			**-124,981,562.50**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
43491	COMM	63873KX51	NATXNY DISC NOTE	Purchase	10/04/2023	NATIXIS NY	49,992,638.89			-49,992,638.89
43486	COMM	16536JX44	CHES DISC NOTE	Redemption	10/04/2023	CHESHAM FINANCE		75,000,000.00		75,000,000.00
43487	COMM	5148X1X40	LANDES DISC NOTE	Redemption	10/04/2023	LANDES		125,000,000.00		125,000,000.00
43488	COMM	63873KX44	NATXNY DISC NOTE	Redemption	10/04/2023	NATIXIS NY		50,000,000.00		50,000,000.00
		Totals for 10/04/2023					**249,963,097.22**	**250,000,000.00**		**36,902.78**
43492	COMM	16536JX69	CHES DISC NOTE	Purchase	10/05/2023	CHESHAM FINANCE	74,988,895.83			-74,988,895.83
43493	COMM	5148X1X65	LANDES DISC NOTE	Purchase	10/05/2023	LANDES	124,981,562.50			-124,981,562.50
43494	COMM	63873KX69	NATXNY DISC NOTE	Purchase	10/05/2023	NATIXIS NY	49,992,638.89			-49,992,638.89
43489	COMM	16536JX51	CHES DISC NOTE	Redemption	10/05/2023	CHESHAM FINANCE		75,000,000.00		75,000,000.00
43490	COMM	5148X1X57	LANDES DISC NOTE	Redemption	10/05/2023	LANDES		125,000,000.00		125,000,000.00
43491	COMM	63873KX51	NATXNY DISC NOTE	Redemption	10/05/2023	NATIXIS NY		50,000,000.00		50,000,000.00
41073	COMM	58989V2C7	MET LI 0.7% MAT	Interest	10/05/2023	MET LIFE GLOBAL			35,000.00	35,000.00
		Totals for 10/05/2023					**249,963,097.22**	**250,000,000.00**	**35,000.00**	**71,902.78**
43495	COMM	16536JXA0	CHES DISC NOTE	Purchase	10/06/2023	CHESHAM FINANCE	74,955,583.33			-74,955,583.33
43496	COMM	5148X1XA6	LANDES DISC NOTE	Purchase	10/06/2023	LANDES	124,926,250.00			-124,926,250.00
43497	COMM	63873KXA0	NATXNY DISC NOTE	Purchase	10/06/2023	NATIXIS NY	49,970,555.56			-49,970,555.56
43050	COMM	313384MQ9	FHDN DISC NOTE	Redemption	10/06/2023	FHLB DISCOUNT		100,000,000.00		100,000,000.00
43492	COMM	16536JX69	CHES DISC NOTE	Redemption	10/06/2023	CHESHAM FINANCE		75,000,000.00		75,000,000.00
43493	COMM	5148X1X65	LANDES DISC NOTE	Redemption	10/06/2023	LANDES		125,000,000.00		125,000,000.00
43494	COMM	63873KX69	NATXNY DISC NOTE	Redemption	10/06/2023	NATIXIS NY		50,000,000.00		50,000,000.00
		Totals for 10/06/2023					**249,852,388.89**	**350,000,000.00**		**100,147,611.11**
43498	COMM	16536JXB8	CHES DISC NOTE	Purchase	10/10/2023	CHESHAM FINANCE	74,988,895.83			-74,988,895.83
43499	COMM	5148X1XB4	LANDES DISC NOTE	Purchase	10/10/2023	LANDES	124,981,562.50			-124,981,562.50
43500	COMM	63873KXB8	NATXNY DISC NOTE	Purchase	10/10/2023	NATIXIS NY	49,992,638.89			-49,992,638.89
42335	SJE	60934N666	FTFXX 0.%	Purchase	10/10/2023	FEDERATED TAX	513,225.11			-513,225.11
43495	COMM	16536JXA0	CHES DISC NOTE	Redemption	10/10/2023	CHESHAM FINANCE		75,000,000.00		75,000,000.00
43496	COMM	5148X1XA6	LANDES DISC NOTE	Redemption	10/10/2023	LANDES		125,000,000.00		125,000,000.00
43497	COMM	63873KXA0	NATXNY DISC NOTE	Redemption	10/10/2023	NATIXIS NY		50,000,000.00		50,000,000.00
40445	COMM	3133ELVX9	FEDERAL FARM CR	Interest	10/10/2023	FFCB NOTES			65,625.00	65,625.00
41746	COMM	3130AQLS0	FEDERAL HOME LN	Interest	10/10/2023	FHLB NOTES			410,041.68	410,041.68
42079	COMM	3133ENUD0	FFCB 2.64% MAT	Interest	10/10/2023	FFCB NOTES			264,000.00	264,000.00
41209	COMM	14687TAC1	CRVNA 0.49% MAT	Interest	10/10/2023	CARVANA AUTO			2,615.90	2,615.90
41209	COMM	14687TAC1	CRVNA 0.49% MAT	Redemption	10/10/2023	CARVANA AUTO		659,671.17		659,671.17
		Totals for 10/10/2023					**250,476,322.33**	**250,659,671.17**	**742,282.58**	**925,631.42**
43504	COMM	055979AB4	BMWLT 5.95% MAT	Purchase	10/11/2023	BMW VEHICLE	14,999,161.50			-14,999,161.50
43501	COMM	16536JXC6	CHES DISC NOTE	Purchase	10/11/2023	CHESHAM FINANCE	74,988,895.83			-74,988,895.83
43505	COMM	14044EAB4	COPAR 5.91% MAT	Purchase	10/11/2023	CAPITAL ONE	38,996,556.30			-38,996,556.30
43502	COMM	5148X1XC2	LANDES DISC NOTE	Purchase	10/11/2023	LANDES	124,981,562.50			-124,981,562.50

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
43503	COMM	63873KXC6	NATXNY DISC NOTE	Purchase	10/11/2023	NATIXIS NY	49,992,638.89			-49,992,638.89
43498	COMM	16536JXB8	CHES DISC NOTE	Redemption	10/11/2023	CHESHAM FINANCE		75,000,000.00		75,000,000.00
43499	COMM	5148X1XB4	LANDES DISC NOTE	Redemption	10/11/2023	LANDES		125,000,000.00		125,000,000.00
43500	COMM	63873KXB8	NATXNY DISC NOTE	Redemption	10/11/2023	NATIXIS NY		50,000,000.00		50,000,000.00
		Totals for 10/11/2023					**303,958,815.02**	**250,000,000.00**		**-53,958,815.02**
43506	COMM	16536JXD4	CHES DISC NOTE	Purchase	10/12/2023	CHESHAM FINANCE	74,988,895.83			-74,988,895.83
43507	COMM	5148X1XD0	LANDES DISC NOTE	Purchase	10/12/2023	LANDES	124,981,562.50			-124,981,562.50
43508	COMM	63873KXD4	NATXNY DISC NOTE	Purchase	10/12/2023	NATIXIS NY	49,992,638.89			-49,992,638.89
43501	COMM	16536JXC6	CHES DISC NOTE	Redemption	10/12/2023	CHESHAM FINANCE		75,000,000.00		75,000,000.00
43502	COMM	5148X1XC2	LANDES DISC NOTE	Redemption	10/12/2023	LANDES		125,000,000.00		125,000,000.00
43503	COMM	63873KXC6	NATXNY DISC NOTE	Redemption	10/12/2023	NATIXIS NY		50,000,000.00		50,000,000.00
41995	COMM	3130ARJT9	FEDERAL HOME	Interest	10/12/2023	FHLB NOTES			363,750.00	363,750.00
		Totals for 10/12/2023					**249,963,097.22**	**250,000,000.00**	**363,750.00**	**400,652.78**
43509	COMM	16536JXG7	CHES DISC NOTE	Purchase	10/13/2023	CHESHAM FINANCE	74,966,687.50			-74,966,687.50
43510	COMM	5148X1XG3	LANDES DISC NOTE	Purchase	10/13/2023	LANDES	124,944,687.50			-124,944,687.50
43511	COMM	63873KXG7	NATXNY DISC NOTE	Purchase	10/13/2023	NATIXIS NY	49,977,916.67			-49,977,916.67
8506	COMM	SYS8506	LAIF 1.65%	Purchase	10/13/2023	LOCAL AGENCY	399,857.75			-399,857.75
43506	COMM	16536JXD4	CHES DISC NOTE	Redemption	10/13/2023	CHESHAM FINANCE		75,000,000.00		75,000,000.00
43507	COMM	5148X1XD0	LANDES DISC NOTE	Redemption	10/13/2023	LANDES		125,000,000.00		125,000,000.00
43508	COMM	63873KXD4	NATXNY DISC NOTE	Redemption	10/13/2023	NATIXIS NY		50,000,000.00		50,000,000.00
42005	COMM	023135CF1	AMAZON COM INC,	Interest	10/13/2023	AMAZON			660,000.00	660,000.00
43069	COMM	3133EPFT7	FEDERAL FARM CR	Interest	10/13/2023	FFCB NOTES			375,000.00	375,000.00
8506	COMM	SYS8506	LAIF 1.65%	Interest	10/13/2023	LOCAL AGENCY			399,857.75	399,857.75
		Totals for 10/13/2023					**250,289,149.42**	**250,000,000.00**	**1,434,857.75**	**1,145,708.33**
43512	COMM	16536JXH5	CHES DISC NOTE	Purchase	10/16/2023	CHESHAM FINANCE	74,988,895.83			-74,988,895.83
43513	COMM	5148X1XH1	LANDES DISC NOTE	Purchase	10/16/2023	LANDES	124,981,562.50			-124,981,562.50
43514	COMM	63873KXH5	NATXNY DISC NOTE	Purchase	10/16/2023	NATIXIS NY	49,992,638.89			-49,992,638.89
43509	COMM	16536JXG7	CHES DISC NOTE	Redemption	10/16/2023	CHESHAM FINANCE		75,000,000.00		75,000,000.00
43510	COMM	5148X1XG3	LANDES DISC NOTE	Redemption	10/16/2023	LANDES		125,000,000.00		125,000,000.00
43511	COMM	63873KXG7	NATXNY DISC NOTE	Redemption	10/16/2023	NATIXIS NY		50,000,000.00		50,000,000.00
41063	COMM	3133EMVS8	FEDERAL FARM CR	Interest	10/16/2023	FFCB NOTES			138,000.00	138,000.00
43091	COMM	931142FA6	WALMART INC, SR	Interest	10/16/2023	WALMART			196,666.66	196,666.66
40515	COMM	58769VAC4	MBART 0.55% MAT	Interest	10/16/2023	MERCEDES -BENZ			116.68	116.68
40515	COMM	58769VAC4	MBART 0.55% MAT	Redemption	10/16/2023	MERCEDES -BENZ		122,028.22		122,028.22
40533	COMM	47787NAC3	JDOT 0.51% MAT	Interest	10/16/2023	JOHN DEERE			44.89	44.89
40533	COMM	47787NAC3	JDOT 0.51% MAT	Redemption	10/16/2023	JOHN DEERE		79,978.38		79,978.38
40930	COMM	89240BAC2	TOYOTA AUTO	Interest	10/16/2023	TOYOTA AUTO REC			939.58	939.58
40930	COMM	89240BAC2	TOYOTA AUTO	Redemption	10/16/2023	TOYOTA AUTO REC		578,099.47		578,099.47
40937	COMM	98164EAC9	WOART 0.3% MAT	Interest	10/16/2023	WORLD OMNI AUTO			1,373.93	1,373.93

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
40937	COMM	98164EAC9	WOART 0.3% MAT	Redemption	10/16/2023	WORLD OMNI AUTO		476,761.66		**476,761.66**
40958	COMM	34532NAC9	FORDO 0.3% MAT	Interest	10/16/2023	FORD CREDIT AUTO			1,750.70	**1,750.70**
40958	COMM	34532NAC9	FORDO 0.3% MAT	Redemption	10/16/2023	FORD CREDIT AUTO		804,820.30		**804,820.30**
40991	COMM	47788UAC6	JDOT 0.36% MAT	Interest	10/16/2023	JOHN DEERE			1,004.65	**1,004.65**
40991	COMM	47788UAC6	JDOT 0.36% MAT	Redemption	10/16/2023	JOHN DEERE		342,569.15		**342,569.15**
41111	COMM	44933LAC7	HART 0.38% MAT	Interest	10/16/2023	HYUNDAI AUTO			1,306.96	**1,306.96**
41111	COMM	44933LAC7	HART 0.38% MAT	Redemption	10/16/2023	HYUNDAI AUTO		482,788.52		**482,788.52**
41182	COMM	89190GAC1	TAOT 0.26% MAT	Interest	10/16/2023	TOYOTA AUTO REC			3,521.22	**3,521.22**
41182	COMM	89190GAC1	TAOT 0.26% MAT	Redemption	10/16/2023	TOYOTA AUTO REC		1,371,341.61		**1,371,341.61**
41206	COMM	65480BAC1	NAROT 0.33% MAT	Interest	10/16/2023	NISSAN AUTO			6,517.24	**6,517.24**
41206	COMM	65480BAC1	NAROT 0.33% MAT	Redemption	10/16/2023	NISSAN AUTO		1,911,606.52		**1,911,606.52**
41220	COMM	58769KAD6	MBALT 0.4% MAT	Interest	10/16/2023	MERCEDES-BENZ			1,926.35	**1,926.35**
41220	COMM	58769KAD6	MBALT 0.4% MAT	Redemption	10/16/2023	MERCEDES-BENZ		1,346,454.37		**1,346,454.37**
41240	COMM	47789QAC4	JDOT 0.52% MAT	Interest	10/16/2023	JOHN DEERE			2,559.49	**2,559.49**
41240	COMM	47789QAC4	JDOT 0.52% MAT	Redemption	10/16/2023	JOHN DEERE		311,740.30		**311,740.30**
41242	COMM	14041NFW6	COMET 0.55% MAT	Interest	10/16/2023	CAPITAL ONE MULTI			10,770.83	**10,770.83**
41242	COMM	14041NFW6	COMET 0.55% MAT	Redemption	10/16/2023	CAPITAL ONE MULTI		787,229.92		**787,229.92**
41387	COMM	44933MAC5	HALST 0.38% MAT	Interest	10/16/2023	HYUNDAI AUTO			2,853.81	**2,853.81**
41387	COMM	44933MAC5	HALST 0.38% MAT	Redemption	10/16/2023	HYUNDAI AUTO		2,627,813.66		**2,627,813.66**
41389	COMM	58772WAC7	MBART 0.46% MAT	Interest	10/16/2023	MERCEDES -BENZ			5,397.82	**5,397.82**
41389	COMM	58772WAC7	MBART 0.46% MAT	Redemption	10/16/2023	MERCEDES -BENZ		908,311.12		**908,311.12**
41397	COMM	345329AC0	FORDL 0.37% MAT	Interest	10/16/2023	FORD CREDIT AUTO			253.20	**253.20**
41397	COMM	345329AC0	FORDL 0.37% MAT	Redemption	10/16/2023	FORD CREDIT AUTO		821,209.74		**821,209.74**
41402	COMM	254683CP8	DCENT 0.58% MAT	Interest	10/16/2023	DISCOVER CARD			9,666.66	**9,666.66**
41402	COMM	254683CP8	DCENT 0.58% MAT	Redemption	10/16/2023	DISCOVER CARD		633,691.52		**633,691.52**
41476	COMM	14044CAC6	COPAR 0.77% MAT	Interest	10/16/2023	CAPITAL ONE			7,885.96	**7,885.96**
41476	COMM	14044CAC6	COPAR 0.77% MAT	Redemption	10/16/2023	CAPITAL ONE		721,026.95		**721,026.95**
41521	COMM	89238JAC9	TAOT 0.71% MAT	Interest	10/16/2023	TOYOTA AUTO REC			5,885.38	**5,885.38**
41521	COMM	89238JAC9	TAOT 0.71% MAT	Redemption	10/16/2023	TOYOTA AUTO REC		615,919.85		**615,919.85**
41529	COMM	02582JJR2	AMXCA 0.9% MAT	Interest	10/16/2023	AMERICAN			24,375.00	**24,375.00**
41529	COMM	02582JJR2	AMXCA 0.9% MAT	Redemption	10/16/2023	AMERICAN		945,442.27		**945,442.27**
41612	COMM	14041NFY2	CAPITAL ONE MULTI	Interest	10/16/2023	CAPITAL ONE MULTI			31,200.01	**31,200.01**
41612	COMM	14041NFY2	CAPITAL ONE MULTI	Redemption	10/16/2023	CAPITAL ONE MULTI		1,045,262.48		**1,045,262.48**
41766	COMM	44891WAC3	HALST 1.16% MAT	Interest	10/16/2023	HYUNDAI AUTO			9,691.62	**9,691.62**
41766	COMM	44891WAC3	HALST 1.16% MAT	Redemption	10/16/2023	HYUNDAI AUTO		1,502,925.33		**1,502,925.33**
41776	COMM	345286AC2	FORDO 1.29% MAT	Interest	10/16/2023	FORD CREDIT AUTO			11,706.78	**11,706.78**
41776	COMM	345286AC2	FORDO 1.29% MAT	Redemption	10/16/2023	FORD CREDIT AUTO		640,259.47		**640,259.47**
41797	COMM	89239KAC5	TAOT 1.23% MAT	Interest	10/16/2023	TOYOTA AUTO REC			13,236.41	**13,236.41**
41797	COMM	89239KAC5	TAOT 1.23% MAT	Redemption	10/16/2023	TOYOTA AUTO REC		743,653.37		**743,653.37**
41855	COMM	43815BAC4	HAROT 1.88% MAT	Interest	10/16/2023	HONDA AUTO			36,033.34	**36,033.34**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
41855	COMM	43815BAC4	HAROT 1.88% MAT	Redemption	10/16/2023	HONDA AUTO		777,056.81		**777,056.81**
41856	COMM	65479QAC1	NAROT 1.86% MAT	Interest	10/16/2023	NISSAN AUTO			26,815.00	**26,815.00**
41856	COMM	65479QAC1	NAROT 1.86% MAT	Redemption	10/16/2023	NISSAN AUTO		524,705.64		**524,705.64**
41910	COMM	47787JAC2	JDOT 2.32% MAT	Interest	10/16/2023	JOHN DEERE			19,333.33	**19,333.33**
41910	COMM	47787JAC2	JDOT 2.32% MAT	Redemption	10/16/2023	JOHN DEERE		161,896.89		**161,896.89**
41919	COMM	02589BAA8	AMXCA 2.21% MAT	Interest	10/16/2023	AMERICAN			35,912.51	**35,912.51**
41919	COMM	02589BAA8	AMXCA 2.21% MAT	Redemption	10/16/2023	AMERICAN		508,373.59		**508,373.59**
41952	COMM	14041NFZ9	COMET 2.8% MAT	Interest	10/16/2023	CAPITAL ONE MULTI			44,333.33	**44,333.33**
41952	COMM	14041NFZ9	COMET 2.8% MAT	Redemption	10/16/2023	CAPITAL ONE MULTI		487,714.22		**487,714.22**
42009	COMM	362585AC5	GMCAR 3.1% MAT	Interest	10/16/2023	GM FINANCIAL			29,708.35	**29,708.35**
42009	COMM	362585AC5	GMCAR 3.1% MAT	Redemption	10/16/2023	GM FINANCIAL		300,465.23		**300,465.23**
42020	COMM	98163NAC0	WOLS 3.21% MAT	Interest	10/16/2023	WORLD OMNI			8,025.00	**8,025.00**
42020	COMM	98163NAC0	WOLS 3.21% MAT	Redemption	10/16/2023	WORLD OMNI		171,540.41		**171,540.41**
42040	COMM	41284YAD8	HDMOT 3.06% MAT	Interest	10/16/2023	HARLEY-DAVIDSON			63,750.00	**63,750.00**
42040	COMM	41284YAD8	HDMOT 3.06% MAT	Redemption	10/16/2023	HARLEY-DAVIDSON		821,848.88		**821,848.88**
42066	COMM	34528LAD7	FORDL 3.23% MAT	Interest	10/16/2023	FORD CREDIT AUTO			76,589.19	**76,589.19**
42066	COMM	34528LAD7	FORDL 3.23% MAT	Redemption	10/16/2023	FORD CREDIT AUTO		3,746,332.44		**3,746,332.44**
42084	COMM	14317HAC5	CARMX 3.49% MAT	Interest	10/16/2023	CARMAX AUTO			52,349.99	**52,349.99**
42084	COMM	14317HAC5	CARMX 3.49% MAT	Redemption	10/16/2023	CARMAX AUTO		457,162.71		**457,162.71**
42116	COMM	14043QAC6	COPAR 3.17% MAT	Interest	10/16/2023	CAPITAL ONE			39,625.01	**39,625.01**
42116	COMM	14043QAC6	COPAR 3.17% MAT	Redemption	10/16/2023	CAPITAL ONE		372,006.03		**372,006.03**
42182	COMM	02008JAC0	ALLYA 3.31% MAT	Interest	10/16/2023	ALLY AUTO			81,370.82	**81,370.82**
42182	COMM	02008JAC0	ALLYA 3.31% MAT	Redemption	10/16/2023	ALLY AUTO		800,190.50		**800,190.50**
42184	COMM	44934LAD4	HALST 3.35% MAT	Interest	10/16/2023	HYUNDAI AUTO			106,083.35	**106,083.35**
42184	COMM	44934LAD4	HALST 3.35% MAT	Redemption	10/16/2023	HYUNDAI AUTO		1,781,593.95		**1,781,593.95**
42202	COMM	02582JJT8	AMXCA 3.39% MAT	Interest	10/16/2023	AMERICAN			98,875.00	**98,875.00**
42202	COMM	02582JJT8	AMXCA 3.39% MAT	Redemption	10/16/2023	AMERICAN		828,944.43		**828,944.43**
42879	COMM	58770AAC7	MBART 4.51% MAT	Interest	10/16/2023	MERCEDES -BENZ			49,797.91	**49,797.91**
42879	COMM	58770AAC7	MBART 4.51% MAT	Redemption	10/16/2023	MERCEDES -BENZ		261,021.08		**261,021.08**
42890	COMM	891940AC2	TAOT 4.63% MAT	Interest	10/16/2023	TOYOTA AUTO REC			81,024.99	**81,024.99**
42890	COMM	891940AC2	TAOT 4.63% MAT	Redemption	10/16/2023	TOYOTA AUTO REC		430,237.41		**430,237.41**
42944	COMM	14043KAH8	COPAR 4.87% MAT	Interest	10/16/2023	CAPITAL ONE			43,627.08	**43,627.08**
42944	COMM	14043KAH8	COPAR 4.87% MAT	Redemption	10/16/2023	CAPITAL ONE		196,364.83		**196,364.83**
42945	COMM	41285JAD0	HDMOT 5.05% MAT	Interest	10/16/2023	HARLEY-DAVIDSON			54,708.33	**54,708.33**
42945	COMM	41285JAD0	HDMOT 5.05% MAT	Redemption	10/16/2023	HARLEY-DAVIDSON		246,188.75		**246,188.75**
43065	COMM	448979AD6	HART 4.58% MAT	Interest	10/16/2023	HYUNDAI AUTO			38,166.67	**38,166.67**
43065	COMM	448979AD6	HART 4.58% MAT	Redemption	10/16/2023	HYUNDAI AUTO		224,256.99		**224,256.99**
43089	COMM	254683CW3	DCENT 3.56% MAT	Interest	10/16/2023	DISCOVER CARD			147,517.52	**147,517.52**
43089	COMM	254683CW3	DCENT 3.56% MAT	Redemption	10/16/2023	DISCOVER CARD		1,100,893.82		**1,100,893.82**
43117	COMM	12664QAB0	CNH 5.34% MAT	Interest	10/16/2023	CNH EQUIPMENT			93,450.00	**93,450.00**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
43117	COMM	12664QAB0	CNH 5.34% MAT	Redemption	10/16/2023	CNH EQUIPMENT		559,684.29		**559,684.29**
43130	COMM	65480WAD3	NAROT 4.91% MAT	Interest	10/16/2023	NISSAN AUTO			126,841.68	**126,841.68**
43130	COMM	65480WAD3	NAROT 4.91% MAT	Redemption	10/16/2023	NISSAN AUTO		590,507.64		**590,507.64**
43201	COMM	58768RAC4	MBALT 4.74% MAT	Interest	10/16/2023	MERCEDES-BENZ			126,400.00	**126,400.00**
43201	COMM	58768RAC4	MBALT 4.74% MAT	Redemption	10/16/2023	MERCEDES-BENZ		766,182.73		**766,182.73**
43212	COMM	437927AC0	HAROT 4.93% MAT	Interest	10/16/2023	HONDA AUTO			73,949.99	**73,949.99**
43212	COMM	437927AC0	HAROT 4.93% MAT	Redemption	10/16/2023	HONDA AUTO		339,768.44		**339,768.44**
43249	COMM	02582JJZ4	AMXCA 4.87% MAT	Interest	10/16/2023	AMERICAN			76,093.74	**76,093.74**
43249	COMM	02582JJZ4	AMXCA 4.87% MAT	Redemption	10/16/2023	AMERICAN		311,208.95		**311,208.95**
43276	COMM	254683CZ6	DCENT 4.93% MAT	Interest	10/16/2023	DISCOVER CARD			123,249.99	**123,249.99**
43276	COMM	254683CZ6	DCENT 4.93% MAT	Redemption	10/16/2023	DISCOVER CARD		487,863.78		**487,863.78**
43277	COMM	477920AC6	JDOT 5.18% MAT	Interest	10/16/2023	JOHN DEERE			60,433.34	**60,433.34**
43277	COMM	477920AC6	JDOT 5.18% MAT	Redemption	10/16/2023	JOHN DEERE		237,636.07		**237,636.07**
43456	COMM	34529NAB6	FORDL 5.9% MAT	Interest	10/16/2023	FORD CREDIT AUTO			63,916.67	**63,916.67**
43456	COMM	34529NAB6	FORDL 5.9% MAT	Redemption	10/16/2023	FORD CREDIT AUTO		484,914.46		**484,914.46**
43476	COMM	233868AC2	DTRT 5.9% MAT	Interest	10/16/2023	DAIMLET TRUCKS			79,650.00	**79,650.00**
43476	COMM	233868AC2	DTRT 5.9% MAT	Redemption	10/16/2023	DAIMLET TRUCKS		584,736.78		**584,736.78**
43477	COMM	41285YAB1	HDMOT 5.92% MAT	Interest	10/16/2023	HARLEY-DAVIDSON			50,320.00	**50,320.00**
43477	COMM	41285YAB1	HDMOT 5.92% MAT	Redemption	10/16/2023	HARLEY-DAVIDSON		399,111.10		**399,111.10**
		Totals for 10/16/2023					**249,963,097.22**	**288,781,343.03**	**2,496,603.96**	**41,314,849.77**
43515	COMM	16536JXJ1	CHES DISC NOTE	Purchase	10/17/2023	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
43516	COMM	5148X1XJ7	LANDES DISC NOTE	Purchase	10/17/2023	LANDES	124,981,562.50			**-124,981,562.50**
43517	COMM	63873KXJ1	NATXNY DISC NOTE	Purchase	10/17/2023	NATIXIS NY	49,992,638.89			**-49,992,638.89**
43512	COMM	16536JXH5	CHES DISC NOTE	Redemption	10/17/2023	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43513	COMM	5148X1XH1	LANDES DISC NOTE	Redemption	10/17/2023	LANDES		125,000,000.00		**125,000,000.00**
43514	COMM	63873KXH5	NATXNY DISC NOTE	Redemption	10/17/2023	NATIXIS NY		50,000,000.00		**50,000,000.00**
41761	COMM	3133ENKX7	FFCB FLOAT MAT	Interest	10/17/2023	FFCB NOTES			371,580.00	**371,580.00**
		Totals for 10/17/2023					**249,963,097.22**	**250,000,000.00**	**371,580.00**	**408,482.78**
43518	COMM	16536JXK8	CHES DISC NOTE	Purchase	10/18/2023	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
43519	COMM	5148X1XK4	LANDES DISC NOTE	Purchase	10/18/2023	LANDES	124,981,562.50			**-124,981,562.50**
43520	COMM	63873KXK8	NATXNY DISC NOTE	Purchase	10/18/2023	NATIXIS NY	49,992,638.89			**-49,992,638.89**
43515	COMM	16536JXJ1	CHES DISC NOTE	Redemption	10/18/2023	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43516	COMM	5148X1XJ7	LANDES DISC NOTE	Redemption	10/18/2023	LANDES		125,000,000.00		**125,000,000.00**
43517	COMM	63873KXJ1	NATXNY DISC NOTE	Redemption	10/18/2023	NATIXIS NY		50,000,000.00		**50,000,000.00**
41321	COMM	43815EAC8	HAROT 0.41% MAT	Interest	10/18/2023	HONDA AUTO			4,096.60	**4,096.60**
41321	COMM	43815EAC8	HAROT 0.41% MAT	Redemption	10/18/2023	HONDA AUTO		942,974.44		**942,974.44**
		Totals for 10/18/2023					**249,963,097.22**	**250,942,974.44**	**4,096.60**	**983,973.82**
43521	COMM	16536JXL6	CHES DISC NOTE	Purchase	10/19/2023	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
43522	COMM	5148X1XL2	LANDES DISC NOTE	Purchase	10/19/2023	LANDES	124,981,562.50			**-124,981,562.50**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
43523	COMM	63873KXL6	NATXNY DISC NOTE	Purchase	10/19/2023	NATIXIS NY	49,992,638.89			**-49,992,638.89**
43518	COMM	16536JXK8	CHES DISC NOTE	Redemption	10/19/2023	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43519	COMM	5148X1XK4	LANDES DISC NOTE	Redemption	10/19/2023	LANDES		125,000,000.00		**125,000,000.00**
43520	COMM	63873KXK8	NATXNY DISC NOTE	Redemption	10/19/2023	NATIXIS NY		50,000,000.00		**50,000,000.00**
		Totals for 10/19/2023					**249,963,097.22**	**250,000,000.00**		**36,902.78**
43524	COMM	16536JXP7	CHES DISC NOTE	Purchase	10/20/2023	CHESHAM FINANCE	74,966,687.50			**-74,966,687.50**
43525	COMM	5148X1XP3	LANDES DISC NOTE	Purchase	10/20/2023	LANDES	124,944,687.50			**-124,944,687.50**
43527	COMM	61761JVL0	MORGAN STANLEY,	Purchase	10/20/2023	MORGAN STANLEY	26,479,905.79			**-26,479,905.79**
43526	COMM	63873KXP7	NATXNY DISC NOTE	Purchase	10/20/2023	NATIXIS NY	49,977,916.67			**-49,977,916.67**
43136	COMM	12619UXL0	CRCLLC DISC NOTE	Redemption	10/20/2023	CRC FUNDING LLC		50,000,000.00		**50,000,000.00**
43521	COMM	16536JXL6	CHES DISC NOTE	Redemption	10/20/2023	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43522	COMM	5148X1XL2	LANDES DISC NOTE	Redemption	10/20/2023	LANDES		125,000,000.00		**125,000,000.00**
43523	COMM	63873KXL6	NATXNY DISC NOTE	Redemption	10/20/2023	NATIXIS NY		50,000,000.00		**50,000,000.00**
43099	COMM	571676AT2	MARS 4.55% MAT	Interest	10/20/2023	MARS INC			455,000.00	**455,000.00**
40549	COMM	92290BAA9	VERIZON OWNER	Interest	10/20/2023	VERIZON OWNER			77.51	**77.51**
40549	COMM	92290BAA9	VERIZON OWNER	Redemption	10/20/2023	VERIZON OWNER		197,918.36		**197,918.36**
40712	COMM	92348CAA9	VZOT 0.41% MAT	Interest	10/20/2023	VERIZON OWNER			546.16	**546.16**
40712	COMM	92348CAA9	VZOT 0.41% MAT	Redemption	10/20/2023	VERIZON OWNER		851,287.94		**851,287.94**
41207	COMM	80286DAC2	SRT 0.51% MAT	Interest	10/20/2023	SANTANDER RETAIL			2,262.61	**2,262.61**
41207	COMM	80286DAC2	SRT 0.51% MAT	Redemption	10/20/2023	SANTANDER RETAIL		1,944,159.80		**1,944,159.80**
41391	COMM	80286CAC4	SRT 0.5% MAT	Interest	10/20/2023	SANTANDER RETAIL			634.55	**634.55**
41391	COMM	80286CAC4	SRT 0.5% MAT	Redemption	10/20/2023	SANTANDER RETAIL		647,498.33		**647,498.33**
41867	COMM	89238LAC4	TLOT 1.96% MAT	Interest	10/20/2023	TOYOTA LEASE			29,692.42	**29,692.42**
41867	COMM	89238LAC4	TLOT 1.96% MAT	Redemption	10/20/2023	TOYOTA LEASE		2,140,670.64		**2,140,670.64**
42119	COMM	23292GAC7	DLLST 3.4% MAT	Interest	10/20/2023	DLLST LLC			29,425.12	**29,425.12**
42119	COMM	23292GAC7	DLLST 3.4% MAT	Redemption	10/20/2023	DLLST LLC		1,198,552.07		**1,198,552.07**
42152	COMM	36266FAC3	GMALT 3.42% MAT	Interest	10/20/2023	GM FIN'CL AUTO			45,600.00	**45,600.00**
42152	COMM	36266FAC3	GMALT 3.42% MAT	Redemption	10/20/2023	GM FIN'CL AUTO		784,259.49		**784,259.49**
42214	COMM	92348KAP8	VZMT 3.01% MAT	Interest	10/20/2023	VERIZON MASTER			84,029.16	**84,029.16**
42214	COMM	92348KAP8	VZMT 3.01% MAT	Redemption	10/20/2023	VERIZON MASTER		815,404.65		**815,404.65**
43090	COMM	89239MAC1	TLOT 4.93% MAT	Interest	10/20/2023	TOYOTA LEASE			90,383.33	**90,383.33**
43090	COMM	89239MAC1	TLOT 4.93% MAT	Redemption	10/20/2023	TOYOTA LEASE		688,230.88		**688,230.88**
43120	COMM	92348KBL6	VZMT 4.89% MAT	Interest	10/20/2023	VERIZON MASTER			163,000.00	**163,000.00**
43120	COMM	92348KBL6	VZMT 4.89% MAT	Redemption	10/20/2023	VERIZON MASTER		689,846.17		**689,846.17**
43248	COMM	92867WAB4	VALET 5.5% MAT	Interest	10/20/2023	VOLKSWAGEN			78,374.99	**78,374.99**
43248	COMM	92867WAB4	VALET 5.5% MAT	Redemption	10/20/2023	VOLKSWAGEN		404,454.60		**404,454.60**
43336	COMM	88167PAC2	TESLA 5.89% MAT	Interest	10/20/2023	TESLA AUTO LEASE			19,633.33	**19,633.33**
43336	COMM	88167PAC2	TESLA 5.89% MAT	Redemption	10/20/2023	TESLA AUTO LEASE		110,335.00		**110,335.00**
43457	COMM	92867UAB8	VWALT 5.87% MAT	Interest	10/20/2023	VOLKSWAGEN			164,152.10	**164,152.10**
43457	COMM	92867UAB8	VWALT 5.87% MAT	Redemption	10/20/2023	VOLKSWAGEN		1,090,174.60		**1,090,174.60**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
		Totals for 10/20/2023					**276,369,197.46**	**311,562,792.53**	**1,162,811.28**	**36,356,406.35**
43528	COMM	16536JXQ5	CHES DISC NOTE	Purchase	10/23/2023	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
43529	COMM	5148X1XQ1	LANDES DISC NOTE	Purchase	10/23/2023	LANDES	124,981,562.50			**-124,981,562.50**
43530	COMM	63873KXQ5	NATXNY DISC NOTE	Purchase	10/23/2023	NATIXIS NY	49,992,638.89			**-49,992,638.89**
40671	COMM	31422B2B5	FAMCA FRN MAT	Redemption	10/23/2023	FARMER MAC		35,000,000.00		**35,000,000.00**
41081	COMM	64952WDT7	NEW YORK LIFE	Redemption	10/23/2023	NEW YORK LIFE		18,611,000.00		**18,611,000.00**
43524	COMM	16536JXP7	CHES DISC NOTE	Redemption	10/23/2023	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43525	COMM	5148X1XP3	LANDES DISC NOTE	Redemption	10/23/2023	LANDES		125,000,000.00		**125,000,000.00**
43526	COMM	63873KXP7	NATXNY DISC NOTE	Redemption	10/23/2023	NATIXIS NY		50,000,000.00		**50,000,000.00**
40489	COMM	3135G03U5	FNMA 0.625% MAT	Interest	10/23/2023	FNMA NOTES			21,875.00	**21,875.00**
40497	WK	3135G03U5	FNMA 0.625% MAT	Interest	10/23/2023	FNMA NOTES			4,687.50	**4,687.50**
40657	COMM	3134GWZR0	FEDERAL HOME LN	Interest	10/23/2023	FHLMC NOTES			17,540.00	**17,540.00**
40671	COMM	31422B2B5	FAMCA FRN MAT	Interest	10/23/2023	FARMER MAC			484,020.83	**484,020.83**
41081	COMM	64952WDT7	NEW YORK LIFE	Interest	10/23/2023	NEW YORK LIFE			37,222.00	**37,222.00**
41103	COMM	637639AB1	NSCC (DTC) 1.5%	Interest	10/23/2023	NATIONAL SECS			37,500.00	**37,500.00**
43527	COMM	61761JVL0	MORGAN STANLEY,	Interest	10/23/2023	MORGAN STANLEY			491,637.50	**491,637.50**
43527	COMM	61761JVL0	MORGAN STANLEY,	Accr Int	10/23/2023	MORGAN STANLEY		483,443.54	-483,443.54	**0.00**
40965	COMM	43813GAC5	HAROT 0.27% MAT	Interest	10/23/2023	HONDA AUTO			735.81	**735.81**
40965	COMM	43813GAC5	HAROT 0.27% MAT	Redemption	10/23/2023	HONDA AUTO		455,880.74		**455,880.74**
41554	COMM	43815GAC3	HAROT 0.88% MAT	Interest	10/23/2023	HONDA AUTO			8,799.97	**8,799.97**
41554	COMM	43815GAC3	HAROT 0.88% MAT	Redemption	10/23/2023	HONDA AUTO		768,494.31		**768,494.31**
42950	COMM	43815JAC7	HAROT 5.04% MAT	Interest	10/23/2023	HONDA AUTO			54,600.00	**54,600.00**
42950	COMM	43815JAC7	HAROT 5.04% MAT	Redemption	10/23/2023	HONDA AUTO		293,515.43		**293,515.43**
		Totals for 10/23/2023					**249,963,097.22**	**305,612,334.02**	**675,175.07**	**56,324,411.87**
43531	COMM	16536JXR3	CHES DISC NOTE	Purchase	10/24/2023	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
43532	COMM	5148X1XR9	LANDES DISC NOTE	Purchase	10/24/2023	LANDES	124,981,562.50			**-124,981,562.50**
43534	COMM	61761JVL0	MORGAN STANLEY,	Purchase	10/24/2023	MORGAN STANLEY	9,787,127.78			**-9,787,127.78**
43533	COMM	63873KXR3	NATXNY DISC NOTE	Purchase	10/24/2023	NATIXIS NY	49,992,638.89			**-49,992,638.89**
43535	COMM	90275DSD3	UBSNCT 5.91% MAT	Purchase	10/24/2023	UBS AG STAMFORD	75,000,000.00			**-75,000,000.00**
40611	COMM	3136G43C5	FEDERAL NATL MTG	Redemption	10/24/2023	FNMA NOTES		10,000,000.00		**10,000,000.00**
43528	COMM	16536JXQ5	CHES DISC NOTE	Redemption	10/24/2023	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43529	COMM	5148X1XQ1	LANDES DISC NOTE	Redemption	10/24/2023	LANDES		125,000,000.00		**125,000,000.00**
43530	COMM	63873KXQ5	NATXNY DISC NOTE	Redemption	10/24/2023	NATIXIS NY		50,000,000.00		**50,000,000.00**
40611	COMM	3136G43C5	FEDERAL NATL MTG	Interest	10/24/2023	FNMA NOTES			2,500.00	**2,500.00**
		Totals for 10/24/2023					**334,750,225.00**	**260,000,000.00**	**2,500.00**	**-74,747,725.00**
43543	COMM	06417M5N1	BANK NOVA SCOTIA	Purchase	10/25/2023	BANK OF NOVA	75,000,000.00			**-75,000,000.00**
43536	COMM	16536JXS1	CHES DISC NOTE	Purchase	10/25/2023	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
43537	COMM	5148X1XS7	LANDES DISC NOTE	Purchase	10/25/2023	LANDES	124,981,562.50			**-124,981,562.50**
43542	COMM	58769FAB1	MBART 5.92% MAT	Purchase	10/25/2023	MERCEDES -BENZ	18,999,148.80			**-18,999,148.80**

SANTA CLARA COUNTY INVESTMENTS
Transaction Activity Report
Sorted by Transaction Date - Transaction Date

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
43541	COMM	63873KXS1	NATXNY DISC NOTE	Purchase	10/25/2023	NATIXIS NY	49,992,638.89			**-49,992,638.89**
43531	COMM	16536JXR3	CHES DISC NOTE	Redemption	10/25/2023	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43532	COMM	5148X1XR9	LANDES DISC NOTE	Redemption	10/25/2023	LANDES		125,000,000.00		**125,000,000.00**
43533	COMM	63873KXR3	NATXNY DISC NOTE	Redemption	10/25/2023	NATIXIS NY		50,000,000.00		**50,000,000.00**
43119	COMM	3133EPGW9	FEDERAL FARM CR	Interest	10/25/2023	FFCB NOTES			775,000.00	**775,000.00**
39587	COMM	3138LEYD7	FNMAM 1.97% MAT	Interest	10/25/2023	FNMA			28,288.34	**28,288.34**
39587	COMM	3138LEYD7	FNMAM 1.97% MAT	Redemption	10/25/2023	FNMA		36,301.77		**36,301.77**
39654	COMM	3137BP4J5	FNMAM 2.446% MAT	Interest	10/25/2023	FHLMC			19,353.38	**19,353.38**
39654	COMM	3137BP4J5	FNMAM 2.446% MAT	Redemption	10/25/2023	FHLMC		306,949.76		**306,949.76**
40390	COMM	3137BHCY1	FHLMCM 2.811%	Interest	10/25/2023	FHLMC			20,227.63	**20,227.63**
40390	COMM	3137BHCY1	FHLMCM 2.811%	Redemption	10/25/2023	FHLMC		16,675.33		**16,675.33**
40511	COMM	3136AXVB8	FNMAM 2.646% MAT	Interest	10/25/2023	FNMA			28,682.44	**28,682.44**
40511	COMM	3136AXVB8	FNMAM 2.646% MAT	Redemption	10/25/2023	FNMA		4,222,174.57		**4,222,174.57**
40526	COMM	3137BSP64	FHLMCM 2.34% MAT	Interest	10/25/2023	FHLMC			20,037.42	**20,037.42**
40526	COMM	3137BSP64	FHLMCM 2.34% MAT	Redemption	10/25/2023	FHLMC		256,052.00		**256,052.00**
40539	COMM	3137BKGH7	FHLMCM 2.712%	Interest	10/25/2023	FHLMC			3,501.67	**3,501.67**
40539	COMM	3137BKGH7	FHLMCM 2.712%	Redemption	10/25/2023	FHLMC		131,228.82		**131,228.82**
40541	COMM	3138L7CU8	FNMAM 2.95% MAT	Interest	10/25/2023	FNMA			45,375.42	**45,375.42**
40541	COMM	3138L7CU8	FNMAM 2.95% MAT	Redemption	10/25/2023	FNMA		43,538.65		**43,538.65**
40630	COMM	3138LJWY2	FHLMCM 2.8% MAT	Interest	10/25/2023	FHLMC			29,275.43	**29,275.43**
40630	COMM	3138LJWY2	FHLMCM 2.8% MAT	Redemption	10/25/2023	FHLMC		25,625.71		**25,625.71**
40638	COMM	3137BYLE8	FHLMCM 2.7% MAT	Interest	10/25/2023	FHLMC			14,962.50	**14,962.50**
40638	COMM	3137BYLE8	FHLMCM 2.7% MAT	Redemption	10/25/2023	FHLMC		306,208.14		**306,208.14**
40743	COMM	3136AY6S7	FNMAM FRN MAT	Interest	10/25/2023	FNMA			26,643.47	**26,643.47**
40743	COMM	3136AY6S7	FNMAM FRN MAT	Redemption	10/25/2023	FNMA		5,890.75		**5,890.75**
40784	COMM	3137F72W4	FHLMCM 0.39025%	Interest	10/25/2023	FHLMC			9,196.15	**9,196.15**
40784	COMM	3137F72W4	FHLMCM 0.39025%	Redemption	10/25/2023	FHLMC		945.16		**945.16**
40812	COMM	3132XFFH6	FHLMCM 0.77% MAT	Interest	10/25/2023	FHLMC			28,875.00	**28,875.00**
40812	COMM	3132XFFH6	FHLMCM 0.77% MAT	Redemption	10/25/2023	FHLMC		2,023,177.15		**2,023,177.15**
40905	COMM	3138LEC33	FNMAM 2.38% MAT	Interest	10/25/2023	FNMA			19,078.80	**19,078.80**
40905	COMM	3138LEC33	FNMAM 2.38% MAT	Redemption	10/25/2023	FNMA		15,789.40		**15,789.40**
40976	COMM	3137FATE8	FHLMCM 2.982%	Interest	10/25/2023	FHLMC			74,550.00	**74,550.00**
40976	COMM	3137FATE8	FHLMCM 2.982%	Redemption	10/25/2023	FHLMC		2,817,352.90		**2,817,352.90**
40983	COMM	3137FF3W5	FHLMCM 0.602%	Interest	10/25/2023	FHLMC			1,764.97	**1,764.97**
40983	COMM	3137FF3W5	FHLMCM 0.602%	Redemption	10/25/2023	FHLMC		53,972.15		**53,972.15**
41026	COMM	3137BVYN0	FHLMCM 3.035%	Interest	10/25/2023	FHLMC			2,320.52	**2,320.52**
41026	COMM	3137BVYN0	FHLMCM 3.035%	Redemption	10/25/2023	FHLMC		4,819.10		**4,819.10**
41131	COMM	3137BYLE8	FHLMCM 2.7% MAT	Interest	10/25/2023	FHLMC			11,250.00	**11,250.00**
41131	COMM	3137BYLE8	FHLMCM 2.7% MAT	Redemption	10/25/2023	FHLMC		228,916.79		**228,916.79**
41133	COMM	3137FYZG4	FHLMCM 0.861%	Interest	10/25/2023	FHLMC			4,966.82	**4,966.82**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
41133	COMM	3137FYZG4	FHLMCM 0.861%	Redemption	10/25/2023	FHLMC		11,176.27		**11,176.27**
41164	COMM	3137FPJ55	FHLMCM 2.606%	Interest	10/25/2023	FHLMC			37,856.85	**37,856.85**
41164	COMM	3137FPJ55	FHLMCM 2.606%	Redemption	10/25/2023	FHLMC		20,584.25		**20,584.25**
41192	COMM	3137FBAB2	FHLMCM 3.038%	Interest	10/25/2023	FHLMC			20,028.66	**20,028.66**
41192	COMM	3137FBAB2	FHLMCM 3.038%	Redemption	10/25/2023	FHLMC		164,336.70		**164,336.70**
41222	COMM	3137H14A1	FHLMCM 0.854%	Interest	10/25/2023	FHLMC			12,834.37	**12,834.37**
41222	COMM	3137H14A1	FHLMCM 0.854%	Redemption	10/25/2023	FHLMC		204,694.94		**204,694.94**
41228	COMM	3136AUG21	FNMAM 2.49552%	Interest	10/25/2023	FNMA			37,149.07	**37,149.07**
41228	COMM	3136AUG21	FNMAM 2.49552%	Redemption	10/25/2023	FNMA		63,004.75		**63,004.75**
41319	COMM	3132XFD47	FHLMCM 2.1% MAT	Interest	10/25/2023	FHLMC			26,250.00	**26,250.00**
41319	COMM	3132XFD47	FHLMCM 2.1% MAT	Redemption	10/25/2023	FHLMC		478,717.62		**478,717.62**
41368	COMM	09690AAD5	BMWLT 0.43% MAT	Interest	10/25/2023	BMW VEHICLE			9,316.66	**9,316.66**
41368	COMM	09690AAD5	BMWLT 0.43% MAT	Redemption	10/25/2023	BMW VEHICLE		1,629,364.11		**1,629,364.11**
41491	COMM	3138LNKZ3	FNMAM 3.44% MAT	Interest	10/25/2023	FNMA			7,344.84	**7,344.84**
41491	COMM	3138LNKZ3	FNMAM 3.44% MAT	Redemption	10/25/2023	FNMA		3,968.14		**3,968.14**
41524	COMM	3133LJAN1	FHLM 1.5% MAT	Interest	10/25/2023	FHLMC SINGLE			14,419.40	**14,419.40**
41524	COMM	3133LJAN1	FHLM 1.5% MAT	Redemption	10/25/2023	FHLMC SINGLE		188,324.24		**188,324.24**
41525	COMM	3140QMQJ6	FNMAP 1.5% MAT	Interest	10/25/2023	FNMA SINGLE			13,300.65	**13,300.65**
41525	COMM	3140QMQJ6	FNMAP 1.5% MAT	Redemption	10/25/2023	FNMA SINGLE		133,800.30		**133,800.30**
41526	COMM	3140XDHF6	FNMAP 1.5% MAT	Interest	10/25/2023	FNMA SINGLE			23,920.16	**23,920.16**
41526	COMM	3140XDHF6	FNMAP 1.5% MAT	Redemption	10/25/2023	FNMA SINGLE		322,798.91		**322,798.91**
41675	COMM	3133LPUA3	FHLMC 1.5% MAT	Interest	10/25/2023	FHLMC SINGLE			21,121.25	**21,121.25**
41675	COMM	3133LPUA3	FHLMC 1.5% MAT	Redemption	10/25/2023	FHLMC SINGLE		204,675.46		**204,675.46**
41676	COMM	31418EAD2	FNMAP 1.5% MAT	Interest	10/25/2023	FNMA SINGLE			18,728.92	**18,728.92**
41676	COMM	31418EAD2	FNMAP 1.5% MAT	Redemption	10/25/2023	FNMA SINGLE		203,820.00		**203,820.00**
41765	COMM	05601XAC3	BMW VEHICLE	Interest	10/25/2023	BMW VEHICLE			8,031.95	**8,031.95**
41765	COMM	05601XAC3	BMW VEHICLE	Redemption	10/25/2023	BMW VEHICLE		1,432,924.69		**1,432,924.69**
41791	COMM	3137FQ3Y7	FHLMCM 2.19% MAT	Interest	10/25/2023	FHLMC			34,003.57	**34,003.57**
41791	COMM	3137FQ3Y7	FHLMCM 2.19% MAT	Redemption	10/25/2023	FHLMC		83,477.79		**83,477.79**
41803	COMM	3137BEVH4	FHLMC REMIC	Interest	10/25/2023	FHLMC			34,705.70	**34,705.70**
41803	COMM	3137BEVH4	FHLMC REMIC	Redemption	10/25/2023	FHLMC		1,076,913.50		**1,076,913.50**
41854	COMM	3138LDLP6	FNMAM 2.75% MAT	Interest	10/25/2023	FNMA			24,120.31	**24,120.31**
41854	COMM	3138LDLP6	FNMAM 2.75% MAT	Redemption	10/25/2023	FNMA		17,701.20		**17,701.20**
41892	COMM	3137H6LT0	FHLMCM 1.946%	Interest	10/25/2023	FHLMC			46,939.65	**46,939.65**
41892	COMM	3137H6LT0	FHLMCM 1.946%	Redemption	10/25/2023	FHLMC		76,700.48		**76,700.48**
42039	COMM	3138LCT54	FNMAM 3.1% MAT	Interest	10/25/2023	FNMA			90,416.67	**90,416.67**
42039	COMM	3138LCT54	FNMAM 3.1% MAT	Redemption	10/25/2023	FNMA		1,388,514.62		**1,388,514.62**
42046	COMM	3137H73W1	FHLMCM 2.75% MAT	Interest	10/25/2023	FHLMC			42,013.07	**42,013.07**
42046	COMM	3137H73W1	FHLMCM 2.75% MAT	Redemption	10/25/2023	FHLMC		34,502.16		**34,502.16**
42093	COMM	3137F1G44	FHLMCM 3.243%	Interest	10/25/2023	FHLMC			94,587.50	**94,587.50**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
42093	COMM	3137F1G44	FHLMCM 3.243%	Redemption	10/25/2023	FHLMC		934,893.96		**934,893.96**
42099	COMM	3137BXQY1	FHLMCM 3.224%	Interest	10/25/2023	FHLMC			107,466.68	**107,466.68**
42099	COMM	3137BXQY1	FHLMCM 3.224%	Redemption	10/25/2023	FHLMC		1,088,082.07		**1,088,082.07**
42110	COMM	3137F2LJ3	FHLMCM 3.117%	Interest	10/25/2023	FHLMC			90,912.50	**90,912.50**
42110	COMM	3137F2LJ3	FHLMCM 3.117%	Redemption	10/25/2023	FHLMC		892,783.47		**892,783.47**
42111	COMM	3138LDYK3	FNMA 2.55% MAT	Interest	10/25/2023	FNMA NOTES			81,719.06	**81,719.06**
42111	COMM	3138LDYK3	FNMA 2.55% MAT	Redemption	10/25/2023	FNMA NOTES		88,620.75		**88,620.75**
42112	COMM	3138LFUJ5	FNMAM 2.47% MAT	Interest	10/25/2023	FNMA			41,166.67	**41,166.67**
42112	COMM	3138LFUJ5	FNMAM 2.47% MAT	Redemption	10/25/2023	FNMA		605,238.25		**605,238.25**
42115	WK	3137F2LJ3	FHLMCM 3.117%	Interest	10/25/2023	FHLMC			2,597.50	**2,597.50**
42115	WK	3137F2LJ3	FHLMCM 3.117%	Redemption	10/25/2023	FHLMC		25,486.16		**25,486.16**
42120	COMM	3136AK2F9	FNMAM 3.39768%	Interest	10/25/2023	FNMA			106,208.80	**106,208.80**
42120	COMM	3136AK2F9	FNMAM 3.39768%	Redemption	10/25/2023	FNMA		72,681.02		**72,681.02**
42133	COMM	3138LD5W9	FNMAM 2.625% MAT	Interest	10/25/2023	FNMA			32,812.50	**32,812.50**
42133	COMM	3138LD5W9	FNMAM 2.625% MAT	Redemption	10/25/2023	FNMA		501,520.71		**501,520.71**
42137	COMM	3138LD5W9	FNMAM 2.625% MAT	Interest	10/25/2023	FNMA			32,812.50	**32,812.50**
42137	COMM	3138LD5W9	FNMAM 2.625% MAT	Redemption	10/25/2023	FNMA		500,798.29		**500,798.29**
42150	COMM	3137F1G44	FHLMCM 3.243%	Interest	10/25/2023	FHLMC			54,050.00	**54,050.00**
42150	COMM	3137F1G44	FHLMCM 3.243%	Redemption	10/25/2023	FHLMC		528,166.83		**528,166.83**
42151	COMM	3138LEC82	FNMAM 2.57% MAT	Interest	10/25/2023	FNMA			42,833.33	**42,833.33**
42151	COMM	3138LEC82	FNMAM 2.57% MAT	Redemption	10/25/2023	FNMA		651,270.20		**651,270.20**
42183	COMM	05602RAD3	BMWOT 3.21% MAT	Interest	10/25/2023	BMW VEHICLE			37,450.00	**37,450.00**
42183	COMM	05602RAD3	BMWOT 3.21% MAT	Redemption	10/25/2023	BMW VEHICLE		421,278.31		**421,278.31**
42187	COMM	3137F4CY6	FHLMCM 2.92% MAT	Interest	10/25/2023	FHLMC			60,307.78	**60,307.78**
42187	COMM	3137F4CY6	FHLMCM 2.92% MAT	Redemption	10/25/2023	FHLMC		10,917.50		**10,917.50**
42188	COMM	3140HV6S8	FNMAM 2.19% MAT	Interest	10/25/2023	FNMA			54,750.00	**54,750.00**
42188	COMM	3140HV6S8	FNMAM 2.19% MAT	Redemption	10/25/2023	FNMA		881,813.48		**881,813.48**
42205	COMM	3137FMD25	FHLMCM 2.875%	Interest	10/25/2023	FHLMC			47,772.91	**47,772.91**
42205	COMM	3137FMD25	FHLMCM 2.875%	Redemption	10/25/2023	FHLMC		694,287.07		**694,287.07**
42233	WK	3137BRQK4	FHLMCM 2.624%	Interest	10/25/2023	FHLMC			4,373.33	**4,373.33**
42233	WK	3137BRQK4	FHLMCM 2.624%	Redemption	10/25/2023	FHLMC		62,378.47		**62,378.47**
42234	COMM	3138LD5W9	FNMAM 2.625% MAT	Interest	10/25/2023	FNMA			17,500.00	**17,500.00**
42234	COMM	3138LD5W9	FNMAM 2.625% MAT	Redemption	10/25/2023	FNMA		269,896.49		**269,896.49**
42757	COMM	3137FBAJ5	FHLMCM 3.281%	Interest	10/25/2023	FHLMC			29,255.59	**29,255.59**
42757	COMM	3137FBAJ5	FHLMCM 3.281%	Redemption	10/25/2023	FHLMC		251,696.79		**251,696.79**
42758	COMM	3138L5FA3	FNMAM 3.765% MAT	Interest	10/25/2023	FNMA			28,043.26	**28,043.26**
42758	COMM	3138L5FA3	FNMAM 3.765% MAT	Redemption	10/25/2023	FNMA		15,717.20		**15,717.20**
42764	COMM	3137BYLD0	FHLMCM 3.288%	Interest	10/25/2023	FHLMC			54,800.00	**54,800.00**
42764	COMM	3137BYLD0	FHLMCM 3.288%	Redemption	10/25/2023	FHLMC		529,546.51		**529,546.51**
42786	COMM	3137F4X23	FHLMCM 3.6% MAT	Interest	10/25/2023	FHLMC			21,900.00	**21,900.00**

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42786	COMM	3137F4X23	FHLMCM 3.6% MAT	Redemption	10/25/2023	FHLMC		420,624.49		**420,624.49**
42878	COMM	3138LCT54-A	FNMAM 3.1% MAT	Interest	10/25/2023	FNMA			25,833.33	**25,833.33**
42878	COMM	3138LCT54-A	FNMAM 3.1% MAT	Redemption	10/25/2023	FNMA		383,589.03		**383,589.03**
42910	COMM	3138LECC3	FNMA 2.42% MAT	Interest	10/25/2023	FNMA NOTES			80,666.67	**80,666.67**
42910	COMM	3138LECC3	FNMA 2.42% MAT	Redemption	10/25/2023	FNMA NOTES		1,264,760.82		**1,264,760.82**
42927	COMM	05593AAC3	BMWLT 5.16% MAT	Interest	10/25/2023	BMW VEHICLE			22,575.00	**22,575.00**
42927	COMM	05593AAC3	BMWLT 5.16% MAT	Redemption	10/25/2023	BMW VEHICLE		198,069.46		**198,069.46**
42931	COMM	3132CW3F9	FHLMC 2.% MAT	Interest	10/25/2023	FHLMC NOTES			53,020.50	**53,020.50**
42931	COMM	3132CW3F9	FHLMC 2.% MAT	Redemption	10/25/2023	FHLMC NOTES		1,069,463.24		**1,069,463.24**
42949	COMM	3132XGQ74	FHLMCM 3.7% MAT	Interest	10/25/2023	FHLMC			138,750.00	**138,750.00**
42949	COMM	3132XGQ74	FHLMCM 3.7% MAT	Redemption	10/25/2023	FHLMC		871,605.29		**871,605.29**
43042	COMM	3136AMMF3	FNMAM 3.01111%	Interest	10/25/2023	FNMA			53,779.14	**53,779.14**
43042	COMM	3136AMMF3	FNMAM 3.01111%	Redemption	10/25/2023	FNMA		1,278,969.50		**1,278,969.50**
43054	COMM	3137FEZT0	FHLMCM 3.725%	Interest	10/25/2023	FHLMC			95,126.58	**95,126.58**
43054	COMM	3137FEZT0	FHLMCM 3.725%	Redemption	10/25/2023	FHLMC		555,927.06		**555,927.06**
43080	COMM	3132XFLM8	FHLMCM 4.3% MAT	Interest	10/25/2023	FHLMC			111,656.67	**111,656.67**
43080	COMM	3132XFLM8	FHLMCM 4.3% MAT	Redemption	10/25/2023	FHLMC		565,507.79		**565,507.79**
43098	COMM	3140LJKS4	FNMAM 4.54% MAT	Interest	10/25/2023	FNMA			88,072.22	**88,072.22**
43098	COMM	3140LJKS4	FNMAM 4.54% MAT	Redemption	10/25/2023	FNMA		440,244.18		**440,244.18**
43105	COMM	30322KAE3	FREDM 0.88% MAT	Interest	10/25/2023	FREDDIE MAC			20,380.05	**20,380.05**
43105	COMM	30322KAE3	FREDM 0.88% MAT	Redemption	10/25/2023	FREDDIE MAC		49,325.73		**49,325.73**
43145	COMM	3140LJJN7	FNMAM 4.385% MAT	Interest	10/25/2023	FNMA			112,299.85	**112,299.85**
43145	COMM	3140LJJN7	FNMAM 4.385% MAT	Redemption	10/25/2023	FNMA		581,458.42		**581,458.42**
43162	COMM	3140LHFC9	FNMAM 3.53% MAT	Interest	10/25/2023	FNMA			73,541.67	**73,541.67**
43162	COMM	3140LHFC9	FNMAM 3.53% MAT	Redemption	10/25/2023	FNMA		527,312.35		**527,312.35**
43200	COMM	3140LJS23	FNMAM 4.17% MAT	Interest	10/25/2023	FNMA			86,875.00	**86,875.00**
43200	COMM	3140LJS23	FNMAM 4.17% MAT	Redemption	10/25/2023	FNMA		456,605.02		**456,605.02**
43243	COMM	3137FHQ22	FHLMCM 3.37% MAT	Interest	10/25/2023	FHLMC			36,741.15	**36,741.15**
43243	COMM	3137FHQ22	FHLMCM 3.37% MAT	Redemption	10/25/2023	FHLMC		14,186.53		**14,186.53**
43268	COMM	3140LJX68	FNMAM 4.225% MAT	Interest	10/25/2023	FNMA			82,711.42	**82,711.42**
43268	COMM	3140LJX68	FNMAM 4.225% MAT	Redemption	10/25/2023	FNMA		384,644.72		**384,644.72**
43391	COMM	3137FJXQ7	FHLMCM 3.75% MAT	Interest	10/25/2023	FHLMC			77,736.70	**77,736.70**
43391	COMM	3137FJXQ7	FHLMCM 3.75% MAT	Redemption	10/25/2023	FHLMC		13,373.50		**13,373.50**
		Totals for 10/25/2023					**343,962,246.02**	**286,338,358.94**	**3,888,937.57**	**-53,734,949.51**
43544	COMM	16536JXT9	CHES DISC NOTE	Purchase	10/26/2023	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
43545	COMM	5148X1XT5	LANDES DISC NOTE	Purchase	10/26/2023	LANDES	124,981,562.50			**-124,981,562.50**
43546	COMM	63873KXT9	NATXNY DISC NOTE	Purchase	10/26/2023	NATIXIS NY	49,992,638.89			**-49,992,638.89**
43536	COMM	16536JXS1	CHES DISC NOTE	Redemption	10/26/2023	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43537	COMM	5148X1XS7	LANDES DISC NOTE	Redemption	10/26/2023	LANDES		125,000,000.00		**125,000,000.00**
43541	COMM	63873KXS1	NATXNY DISC NOTE	Redemption	10/26/2023	NATIXIS NY		50,000,000.00		**50,000,000.00**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
41104	COMM	64952WEB5	NYL 0.55% MAT	Interest	10/26/2023	NEW YORK LIFE			82,500.00	**82,500.00**
43125	COMM	06406RBQ9	BNY 4.947% MAT	Interest	10/26/2023	BANK OF NEW			371,025.00	**371,025.00**
		Totals for 10/26/2023					**249,963,097.22**	**250,000,000.00**	**453,525.00**	**490,427.78**
43547	COMM	16536JXW2	CHES DISC NOTE	Purchase	10/27/2023	CHESHAM FINANCE	74,966,687.50			**-74,966,687.50**
43548	COMM	5148X1XW8	LANDES DISC NOTE	Purchase	10/27/2023	LANDES	124,944,687.50			**-124,944,687.50**
43549	COMM	63873KXW2	NATXNY DISC NOTE	Purchase	10/27/2023	NATIXIS NY	49,977,916.67			**-49,977,916.67**
43553	COMM	79490ADK1	SALREC DISC NOTE	Purchase	10/27/2023	SALISBURY REC CO	68,067,222.22			**-68,067,222.22**
43544	COMM	16536JXT9	CHES DISC NOTE	Redemption	10/27/2023	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43545	COMM	5148X1XT5	LANDES DISC NOTE	Redemption	10/27/2023	LANDES		125,000,000.00		**125,000,000.00**
43546	COMM	63873KXT9	NATXNY DISC NOTE	Redemption	10/27/2023	NATIXIS NY		50,000,000.00		**50,000,000.00**
40749	COMM	3136G45C3	FEDERAL NATL MTG	Interest	10/27/2023	FNMA NOTES			27,000.00	**27,000.00**
42038	COMM	3134GW5R3	FEDERAL HOME LN	Interest	10/27/2023	FHLMC NOTES			120,250.00	**120,250.00**
42071	COMM	3134GW5R3	FEDERAL HOME LN	Interest	10/27/2023	FHLMC NOTES			52,000.00	**52,000.00**
		Totals for 10/27/2023					**317,956,513.89**	**250,000,000.00**	**199,250.00**	**-67,757,263.89**
43594	COMM	16536JXX0	CHES DISC NOTE	Purchase	10/30/2023	CHESHAM FINANCE	74,988,895.80			**-74,988,895.80**
43597	COMM	3132XGW51	FHLMCM 4.21% MAT	Purchase	10/30/2023	FHLMC	13,955,729.95			**-13,955,729.95**
43595	COMM	5148X1XX6	LANDES DISC NOTE	Purchase	10/30/2023	LANDES	124,981,562.50			**-124,981,562.50**
43596	COMM	63873KXX0	NATXNY DISC NOTE	Purchase	10/30/2023	NATIXIS NY	49,992,638.89			**-49,992,638.89**
43547	COMM	16536JXW2	CHES DISC NOTE	Redemption	10/30/2023	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43548	COMM	5148X1XW8	LANDES DISC NOTE	Redemption	10/30/2023	LANDES		125,000,000.00		**125,000,000.00**
43549	COMM	63873KXW2	NATXNY DISC NOTE	Redemption	10/30/2023	NATIXIS NY		50,000,000.00		**50,000,000.00**
40688	COMM	459058JL8	IBRD 0.5% MAT	Interest	10/30/2023	INTL BANK RECON &			6,250.00	**6,250.00**
40689	COMM	459058JL8	IBRD 0.5% MAT	Interest	10/30/2023	INTL BANK RECON &			37,500.00	**37,500.00**
40695	WK	459058JL8	IBRD 0.5% MAT	Interest	10/30/2023	INTL BANK RECON &			6,250.00	**6,250.00**
40696	COMM	3130AKEA0	FHLB FLOAT MAT	Interest	10/30/2023	FHLB NOTES			695,763.89	**695,763.89**
40697	COMM	3130AKEA0	FHLB FLOAT MAT	Interest	10/30/2023	FHLB NOTES			139,152.78	**139,152.78**
41110	COMM	3130ALZ31	FEDERAL HOME	Interest	10/30/2023	FHLB NOTES			109,375.00	**109,375.00**
41112	COMM	3133EMXV9	FFCB FLOAT MAT	Interest	10/30/2023	FFCB NOTES			474,609.72	**474,609.72**
41113	COMM	3130AM4N9	FEDERAL HOME	Interest	10/30/2023	FHLB NOTES			75,000.00	**75,000.00**
41483	COMM	64952WEJ8	NYL 0.9% MAT	Interest	10/30/2023	NEW YORK LIFE			112,500.00	**112,500.00**
42077	COMM	3130ARN23	FEDERAL HOME	Interest	10/30/2023	FHLB NOTES			400,000.00	**400,000.00**
42089	COMM	3130ARPR6	FEDERAL HOME	Interest	10/30/2023	FHLB NOTES			542,500.00	**542,500.00**
42090	COMM	3130ARQ87	FEDERAL HOME	Interest	10/30/2023	FHLB NOTES			225,000.00	**225,000.00**
42091	COMM	3130ARQ87	FEDERAL HOME	Interest	10/30/2023	FHLB NOTES			375,000.00	**375,000.00**
42092	COMM	3130ARQ87	FEDERAL HOME	Interest	10/30/2023	FHLB NOTES			375,000.00	**375,000.00**
42098	COMM	3134GW6C5	FEDERAL HOME LN	Interest	10/30/2023	FHLMC NOTES			80,000.00	**80,000.00**
43138	COMM	3130AVSU7	FEDERAL HOME	Interest	10/30/2023	FHLB NOTES			556,250.00	**556,250.00**
		Totals for 10/30/2023					**263,918,827.14**	**250,000,000.00**	**4,210,151.39**	**-9,708,675.75**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
43550	COMM	16536JY19	CHES DISC NOTE	Purchase	10/31/2023	CHESHAM FINANCE	74,988,895.50			-74,988,895.50
43551	COMM	5148X1Y15	LANDES DISC NOTE	Purchase	10/31/2023	LANDES	124,981,562.50			-124,981,562.50
43594	COMM	16536JXX0	CHES DISC NOTE	Redemption	10/31/2023	CHESHAM FINANCE		75,000,000.00		75,000,000.00
43595	COMM	5148X1XX6	LANDES DISC NOTE	Redemption	10/31/2023	LANDES		125,000,000.00		125,000,000.00
43596	COMM	63873KXX0	NATXNY DISC NOTE	Redemption	10/31/2023	NATIXIS NY		50,000,000.00		50,000,000.00
41659	COMM	91282CAT8	UNITED STATES	Interest	10/31/2023	U.S. TREASURY			50,000.00	50,000.00
42335	SJE	60934N666	FTFXX 0.%	Interest	10/31/2023	FEDERATED TAX			61,853.67	61,853.67
42335	SJE	60934N666	FTFXX 0.%	Purchase	10/31/2023	FEDERATED TAX	61,853.67			-61,853.67
		Totals for 10/31/2023					**200,032,311.67**	**250,000,000.00**	**111,853.67**	**50,079,542.00**
43600	COMM	16536JY27	CHES ZERO CPN	Purchase	11/01/2023	CHESHAM FINANCE	74,988,895.83			-74,988,895.83
43563	COMM	3140LLCB5	FNMAM 4.62% MAT	Purchase	11/01/2023	FNMA	21,559,042.97			-21,559,042.97
43601	COMM	5148X1Y23	LANDES DISC NOTE	Purchase	11/01/2023	LANDES	124,981,562.50			-124,981,562.50
43602	COMM	63873KY27	NATXNY DISC NOTE	Purchase	11/01/2023	NATIXIS NY	49,992,638.89			-49,992,638.89
40039	SJE	57582RQU3	MASSACHUSETTS	Redemption	11/01/2023	MASSACHUSETTS		100,000.00		100,000.00
40577	COMM	13063DVM7	CALIFORNIA ST,	Redemption	11/01/2023	CALIFORNIA STATE		26,650,000.00		26,650,000.00
43550	COMM	16536JY19	CHES DISC NOTE	Redemption	11/01/2023	CHESHAM FINANCE		75,000,000.00		75,000,000.00
43551	COMM	5148X1Y15	LANDES DISC NOTE	Redemption	11/01/2023	LANDES		125,000,000.00		125,000,000.00
39791	SJE	68609BSH1	ORS 5.% MAT	Interest	11/01/2023	OREGON ST			12,500.00	12,500.00
40039	SJE	57582RQU3	MASSACHUSETTS	Interest	11/01/2023	MASSACHUSETTS			2,500.00	2,500.00
40577	COMM	13063DVM7	CALIFORNIA ST,	Interest	11/01/2023	CALIFORNIA STATE			666,250.00	666,250.00
40577	COMM	13063DVM7	CALIFORNIA ST,	Interest	11/01/2023	CALIFORNIA STATE			666,250.00	666,250.00
41265	COMM	13077DQD7	CALSTA 0.862% MAT	Interest	11/01/2023	CALIF STATE UNIV			21,550.00	21,550.00
42219	COMM	90327QD89	USAA CAP CORP,	Interest	11/01/2023	USAA CAPITAL			253,125.00	253,125.00
42653	COMM	31422XN40	FEDERAL AGRIC	Interest	11/01/2023	FARMER MAC			631,250.00	631,250.00
		Totals for 11/01/2023					**271,522,140.19**	**226,750,000.00**	**2,253,425.00**	**-42,518,715.19**
43554	COMM	16536JY35	CHES DISC NOTE	Purchase	11/02/2023	CHESHAM FINANCE	74,988,895.83			-74,988,895.83
43555	COMM	5148X1Y31	LANDES DISC NOTE	Purchase	11/02/2023	LANDES	124,981,562.50			-124,981,562.50
43556	COMM	63873KY35	NATXNY DISC NOTE	Purchase	11/02/2023	NATIXIS NY	49,992,638.89			-49,992,638.89
43558	COMM	63743HFK3	NRUC 5.6% MAT	Purchase	11/02/2023	NATIONAL RURAL	19,993,000.00			-19,993,000.00
43603	COMM	86564PHG9	SUMTNY 5.83% MAT	Purchase	11/02/2023	SUMITOMO MITSUI	70,000,000.00			-70,000,000.00
40706	COMM	3134GW6E1	FEDERAL HOME LN	Redemption	11/02/2023	FHLMC NOTES		60,000,000.00		60,000,000.00
40707	COMM	3134GW6E1	FEDERAL HOME LN	Redemption	11/02/2023	FHLMC NOTES		5,000,000.00		5,000,000.00
40717	PCF	3134GW6E1	FEDERAL HOME LN	Redemption	11/02/2023	FHLMC NOTES		1,000,000.00		1,000,000.00
40718	WK	3134GW6E1	FEDERAL HOME LN	Redemption	11/02/2023	FHLMC NOTES		2,500,000.00		2,500,000.00
43600	COMM	16536JY27	CHES ZERO CPN	Redemption	11/02/2023	CHESHAM FINANCE		75,000,000.00		75,000,000.00
43601	COMM	5148X1Y23	LANDES DISC NOTE	Redemption	11/02/2023	LANDES		125,000,000.00		125,000,000.00
43602	COMM	63873KY27	NATXNY DISC NOTE	Redemption	11/02/2023	NATIXIS NY		50,000,000.00		50,000,000.00
40706	COMM	3134GW6E1	FEDERAL HOME LN	Interest	11/02/2023	FHLMC NOTES			96,000.00	96,000.00
40707	COMM	3134GW6E1	FEDERAL HOME LN	Interest	11/02/2023	FHLMC NOTES			8,000.00	8,000.00

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
40717	PCF	3134GW6E1	FEDERAL HOME LN	Interest	11/02/2023	FHLMC NOTES			1,600.00	**1,600.00**
40718	WK	3134GW6E1	FEDERAL HOME LN	Interest	11/02/2023	FHLMC NOTES			4,000.00	**4,000.00**
37590	COMM	SYS37590	JPM TE 0.44%	Interest	11/02/2023	JP MORGAN US			1,431.29	**1,431.29**
37590	COMM	SYS37590	JPM TE 0.44%	Purchase	11/02/2023	JP MORGAN US	1,431.29			**-1,431.29**
40461	COMM	SYS40461	DGCXX 0.%	Interest	11/02/2023	DREYFUS			5.89	**5.89**
40461	COMM	SYS40461	DGCXX 0.%	Purchase	11/02/2023	DREYFUS	5.89			**-5.89**
42588	COMM	SYS42588	OPGXX	Interest	11/02/2023	STATE STREET US			1,572.09	**1,572.09**
42588	COMM	SYS42588	OPGXX	Purchase	11/02/2023	STATE STREET US	1,572.09			**-1,572.09**
		Totals for 11/02/2023					**339,959,106.49**	**318,500,000.00**	**112,609.27**	**-21,346,497.22**
43557	COMM	05966D6F4	BANS 5.92% MAT	Purchase	11/03/2023	BANCO SANTANDER	75,000,000.00			**-75,000,000.00**
43559	COMM	16536JY68	CHES DISC NOTE	Purchase	11/03/2023	CHESHAM FINANCE	74,966,687.50			**-74,966,687.50**
43560	COMM	5148X1Y64	LANDES DISC NOTE	Purchase	11/03/2023	LANDES	124,944,687.50			**-124,944,687.50**
43561	COMM	63873KY68	NATXNY DISC NOTE	Purchase	11/03/2023	NATIXIS NY	49,977,916.67			**-49,977,916.67**
43554	COMM	16536JY35	CHES DISC NOTE	Redemption	11/03/2023	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43555	COMM	5148X1Y31	LANDES DISC NOTE	Redemption	11/03/2023	LANDES		125,000,000.00		**125,000,000.00**
43556	COMM	63873KY35	NATXNY DISC NOTE	Redemption	11/03/2023	NATIXIS NY		50,000,000.00		**50,000,000.00**
41999	COMM	742718ER6	PROCTER &	Interest	11/03/2023	PROCTER &			132,851.25	**132,851.25**
		Totals for 11/03/2023					**324,889,291.67**	**250,000,000.00**	**132,851.25**	**-74,756,440.42**
40721	COMM	4581X0DR6	IADB FRN MAT	Interest	11/04/2023	IADB			657,000.00	**657,000.00**
		Totals for 11/04/2023							**657,000.00**	**657,000.00**
43155	COMM	3130AVVH2	FEDERAL HOME	Interest	11/05/2023	FHLB NOTES			550,000.00	**550,000.00**
		Totals for 11/05/2023							**550,000.00**	**550,000.00**
43588	COMM	16536JY76	CHES DISC NOTE	Purchase	11/06/2023	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
43605	COMM	5148X1Y72	LANDES DISC NOTE	Purchase	11/06/2023	LANDES	124,981,562.50			**-124,981,562.50**
43606	COMM	63873KY76	NATXNY DISC NOTE	Purchase	11/06/2023	NATIXIS NY	49,992,638.89			**-49,992,638.89**
40729	COMM	3133EMGG1	FFCB FRN MAT	Redemption	11/06/2023	FFCB NOTES		42,000,000.00		**42,000,000.00**
43559	COMM	16536JY68	CHES DISC NOTE	Redemption	11/06/2023	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43560	COMM	5148X1Y64	LANDES DISC NOTE	Redemption	11/06/2023	LANDES		125,000,000.00		**125,000,000.00**
43561	COMM	63873KY68	NATXNY DISC NOTE	Redemption	11/06/2023	NATIXIS NY		50,000,000.00		**50,000,000.00**
40729	COMM	3133EMGG1	FFCB FRN MAT	Interest	11/06/2023	FFCB NOTES			584,045.00	**584,045.00**
		Totals for 11/06/2023					**249,963,097.22**	**292,000,000.00**	**584,045.00**	**42,620,947.78**
43607	COMM	16536JY84	CHES DISC NOTE	Purchase	11/07/2023	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
43608	COMM	5148X1Y80	LANDES DISC NOTE	Purchase	11/07/2023	LANDES	124,981,562.50			**-124,981,562.50**
43609	COMM	63873KY84	NATXNY DISC NOTE	Purchase	11/07/2023	NATIXIS NY	49,992,638.89			**-49,992,638.89**
43588	COMM	16536JY76	CHES DISC NOTE	Redemption	11/07/2023	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43605	COMM	5148X1Y72	LANDES DISC NOTE	Redemption	11/07/2023	LANDES		125,000,000.00		**125,000,000.00**
43606	COMM	63873KY76	NATXNY DISC NOTE	Redemption	11/07/2023	NATIXIS NY		50,000,000.00		**50,000,000.00**
41005	COMM	3135G06G3	FEDERAL NATL MTG	Interest	11/07/2023	FNMA NOTES			25,000.00	**25,000.00**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
		Totals for 11/07/2023					**249,963,097.22**	**250,000,000.00**	**25,000.00**	**61,902.78**
43610	COMM	16536JY92	CHES DISC NOTE	Purchase	11/08/2023	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
43617	COMM	438123AB7	HAROT 5.87% MAT	Purchase	11/08/2023	HONDA AUTO	28,997,758.30			**-28,997,758.30**
43611	COMM	5148X1Y98	LANDES DISC NOTE	Purchase	11/08/2023	LANDES	124,981,562.50			**-124,981,562.50**
43612	COMM	63873KY92	NATXNY DISC NOTE	Purchase	11/08/2023	NATIXIS NY	49,992,638.89			**-49,992,638.89**
43607	COMM	16536JY84	CHES DISC NOTE	Redemption	11/08/2023	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43608	COMM	5148X1Y80	LANDES DISC NOTE	Redemption	11/08/2023	LANDES		125,000,000.00		**125,000,000.00**
43609	COMM	63873KY84	NATXNY DISC NOTE	Redemption	11/08/2023	NATIXIS NY		50,000,000.00		**50,000,000.00**
		Totals for 11/08/2023					**278,960,855.52**	**250,000,000.00**		**-28,960,855.52**
43613	COMM	16536JYD3	CHES DISC NOTE	Purchase	11/09/2023	CHESHAM FINANCE	74,955,583.33			**-74,955,583.33**
43614	COMM	5148X1YD9	LANDES DISC NOTE	Purchase	11/09/2023	LANDES	124,926,250.00			**-124,926,250.00**
43615	COMM	63873KYA9	NATXNY DISC NOTE	Purchase	11/09/2023	NATIXIS NY	49,992,638.89			**-49,992,638.89**
43610	COMM	16536JY92	CHES DISC NOTE	Redemption	11/09/2023	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43611	COMM	5148X1Y98	LANDES DISC NOTE	Redemption	11/09/2023	LANDES		125,000,000.00		**125,000,000.00**
43612	COMM	63873KY92	NATXNY DISC NOTE	Redemption	11/09/2023	NATIXIS NY		50,000,000.00		**50,000,000.00**
		Totals for 11/09/2023					**249,874,472.22**	**250,000,000.00**		**125,527.78**
43616	COMM	63873KYD3	NATXNY DISC NOTE	Purchase	11/10/2023	NATIXIS NY	46,929,263.75			**-46,929,263.75**
43615	COMM	63873KYA9	NATXNY DISC NOTE	Redemption	11/10/2023	NATIXIS NY		50,000,000.00		**50,000,000.00**
42143	COMM	3130ARUR0	FEDERAL HOME	Interest	11/10/2023	FHLB NOTES			400,000.00	**400,000.00**
42144	COMM	3130ARUR0	FEDERAL HOME	Interest	11/10/2023	FHLB NOTES			67,200.00	**67,200.00**
43166	COMM	037833ET3	APPLE INC, SR NT	Interest	11/10/2023	APPLE INC			800,000.00	**800,000.00**
41209	COMM	14687TAC1	CRVNA 0.49% MAT	Interest	11/10/2023	CARVANA AUTO			2,346.54	**2,346.54**
41209	COMM	14687TAC1	CRVNA 0.49% MAT	Redemption	11/10/2023	CARVANA AUTO		636,458.79		**636,458.79**
		Totals for 11/10/2023					**46,929,263.75**	**50,636,458.79**	**1,269,546.54**	**4,976,741.58**
43631	COMM	16536JYE1	CHES DISC NOTE	Purchase	11/13/2023	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
43562	COMM	44918CAD4	HART 5.54% MAT	Purchase	11/13/2023	HYUNDAI AUTO	7,998,948.00			**-7,998,948.00**
43632	COMM	5148X1YE7	LANDES DISC NOTE	Purchase	11/13/2023	LANDES	124,981,562.50			**-124,981,562.50**
43630	COMM	63873KYE1	NATXNY DISC NOTE	Purchase	11/13/2023	NATIXIS NY	49,992,638.89			**-49,992,638.89**
43613	COMM	16536JYD3	CHES DISC NOTE	Redemption	11/13/2023	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43614	COMM	5148X1YD9	LANDES DISC NOTE	Redemption	11/13/2023	LANDES		125,000,000.00		**125,000,000.00**
43616	COMM	63873KYD3	NATXNY DISC NOTE	Redemption	11/13/2023	NATIXIS NY		46,950,000.00		**46,950,000.00**
40165	COMM	037833CU2	APPLE INC, SR GLBL	Interest	11/13/2023	APPLE INC			142,500.00	**142,500.00**
41175	COMM	023135BW5	AMZN 0.45% MAT	Interest	11/13/2023	AMAZON			56,250.00	**56,250.00**
42166	COMM	3130ARUZ2	FEDERAL HOME	Interest	11/13/2023	FHLB NOTES			155,000.00	**155,000.00**
		Totals for 11/13/2023					**257,962,045.22**	**246,950,000.00**	**353,750.00**	**-10,658,295.22**
43567	COMM	16536JYF8	CHES DISC NOTE	Purchase	11/14/2023	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
43568	COMM	5148X1YF4	LANDES DISC NOTE	Purchase	11/14/2023	LANDES	124,981,562.50			**-124,981,562.50**
43569	COMM	63873KYF8	NATXNY DISC NOTE	Purchase	11/14/2023	NATIXIS NY	49,992,638.89			**-49,992,638.89**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
43630	COMM	63873KYE1	NATXNY DISC NOTE	Redemption	11/14/2023	NATIXIS NY		50,000,000.00		**50,000,000.00**
43631	COMM	16536JYE1	CHES DISC NOTE	Redemption	11/14/2023	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43632	COMM	5148X1YE7	LANDES DISC NOTE	Redemption	11/14/2023	LANDES		125,000,000.00		**125,000,000.00**
		Totals for 11/14/2023					**249,963,097.22**	**250,000,000.00**		**36,902.78**
43570	COMM	16536JYG6	CHES DISC NOTE	Purchase	11/15/2023	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
43571	COMM	5148X1YG2	LANDES DISC NOTE	Purchase	11/15/2023	LANDES	124,981,562.50			**-124,981,562.50**
43572	COMM	63873KYG6	NATXNY DISC NOTE	Purchase	11/15/2023	NATIXIS NY	49,992,638.89			**-49,992,638.89**
43567	COMM	16536JYF8	CHES DISC NOTE	Redemption	11/15/2023	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43568	COMM	5148X1YF4	LANDES DISC NOTE	Redemption	11/15/2023	LANDES		125,000,000.00		**125,000,000.00**
43569	COMM	63873KYF8	NATXNY DISC NOTE	Redemption	11/15/2023	NATIXIS NY		50,000,000.00		**50,000,000.00**
40379	COMM	742651DX7	PRIVATE EXPT FDG	Interest	11/15/2023	PRIVATE EXPORT			101,587.50	**101,587.50**
40532	COMM	91412HGE7	UNIVERSITY CALIF	Interest	11/15/2023	UNIVERSITY			22,075.00	**22,075.00**
40799	COMM	880591EW8	TENNESSEE	Interest	11/15/2023	TENNESSEE			71,531.25	**71,531.25**
40993	COMM	91412HJK0	UNIVERSITY CALIF	Interest	11/15/2023	UNIVERSITY			4,587.50	**4,587.50**
41023	COMM	912828XB1	UNITED STATES	Interest	11/15/2023	U.S. TREASURY			265,625.00	**265,625.00**
42825	PCF	91282CDH1	UNITED STATES	Interest	11/15/2023	U.S. TREASURY			937.50	**937.50**
42826	WK	91282CDH1	UNITED STATES	Interest	11/15/2023	U.S. TREASURY			3,750.00	**3,750.00**
43176	COMM	14913UAA8	CAT 4.35% MAT	Interest	11/15/2023	CATERPILLAR			978,750.00	**978,750.00**
40515	COMM	58769VAC4	MBART 0.55% MAT	Interest	11/15/2023	MERCEDES -BENZ			60.75	**60.75**
40515	COMM	58769VAC4	MBART 0.55% MAT	Redemption	11/15/2023	MERCEDES -BENZ		121,948.90		**121,948.90**
40533	COMM	47787NAC3	JDOT 0.51% MAT	Interest	11/15/2023	JOHN DEERE			10.90	**10.90**
40533	COMM	47787NAC3	JDOT 0.51% MAT	Redemption	11/15/2023	JOHN DEERE		25,642.31		**25,642.31**
40930	COMM	89240BAC2	TOYOTA AUTO	Interest	11/15/2023	TOYOTA AUTO REC			814.32	**814.32**
40930	COMM	89240BAC2	TOYOTA AUTO	Redemption	11/15/2023	TOYOTA AUTO REC		563,240.60		**563,240.60**
40937	COMM	98164EAC9	WOART 0.3% MAT	Interest	11/15/2023	WORLD OMNI AUTO			1,254.74	**1,254.74**
40937	COMM	98164EAC9	WOART 0.3% MAT	Redemption	11/15/2023	WORLD OMNI AUTO		482,589.53		**482,589.53**
40958	COMM	34532NAC9	FORDO 0.3% MAT	Interest	11/15/2023	FORD CREDIT AUTO			1,549.50	**1,549.50**
40958	COMM	34532NAC9	FORDO 0.3% MAT	Redemption	11/15/2023	FORD CREDIT AUTO		833,535.12		**833,535.12**
40991	COMM	47788UAC6	JDOT 0.36% MAT	Interest	11/15/2023	JOHN DEERE			901.88	**901.88**
40991	COMM	47788UAC6	JDOT 0.36% MAT	Redemption	11/15/2023	JOHN DEERE		489,739.73		**489,739.73**
41111	COMM	44933LAC7	HART 0.38% MAT	Interest	11/15/2023	HYUNDAI AUTO			1,154.08	**1,154.08**
41111	COMM	44933LAC7	HART 0.38% MAT	Redemption	11/15/2023	HYUNDAI AUTO		458,971.00		**458,971.00**
41182	COMM	89190GAC1	TAOT 0.26% MAT	Interest	11/15/2023	TOYOTA AUTO REC			3,224.10	**3,224.10**
41182	COMM	89190GAC1	TAOT 0.26% MAT	Redemption	11/15/2023	TOYOTA AUTO REC		1,363,839.99		**1,363,839.99**
41206	COMM	65480BAC1	NAROT 0.33% MAT	Interest	11/15/2023	NISSAN AUTO			5,991.56	**5,991.56**
41206	COMM	65480BAC1	NAROT 0.33% MAT	Redemption	11/15/2023	NISSAN AUTO		1,936,926.04		**1,936,926.04**
41220	COMM	58769KAD6	MBALT 0.4% MAT	Interest	11/15/2023	MERCEDES-BENZ			1,477.54	**1,477.54**
41220	COMM	58769KAD6	MBALT 0.4% MAT	Redemption	11/15/2023	MERCEDES-BENZ		1,553,270.00		**1,553,270.00**
41240	COMM	47789QAC4	JDOT 0.52% MAT	Interest	11/15/2023	JOHN DEERE			2,424.40	**2,424.40**
41240	COMM	47789QAC4	JDOT 0.52% MAT	Redemption	11/15/2023	JOHN DEERE		434,991.13		**434,991.13**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
41242	COMM	14041NFW6	COMET 0.55% MAT	Interest	11/15/2023	CAPITAL ONE MULTI			10,770.83	**10,770.83**
41242	COMM	14041NFW6	COMET 0.55% MAT	Redemption	11/15/2023	CAPITAL ONE MULTI		812,078.32		**812,078.32**
41387	COMM	44933MAC5	HALST 0.38% MAT	Interest	11/15/2023	HYUNDAI AUTO			2,021.67	**2,021.67**
41387	COMM	44933MAC5	HALST 0.38% MAT	Redemption	11/15/2023	HYUNDAI AUTO		2,483,464.58		**2,483,464.58**
41389	COMM	58772WAC7	MBART 0.46% MAT	Interest	11/15/2023	MERCEDES -BENZ			5,049.64	**5,049.64**
41389	COMM	58772WAC7	MBART 0.46% MAT	Redemption	11/15/2023	MERCEDES -BENZ		958,611.55		**958,611.55**
41402	COMM	254683CP8	DCENT 0.58% MAT	Interest	11/15/2023	DISCOVER CARD			9,666.66	**9,666.66**
41402	COMM	254683CP8	DCENT 0.58% MAT	Redemption	11/15/2023	DISCOVER CARD		652,894.24		**652,894.24**
41476	COMM	14044CAC6	COPAR 0.77% MAT	Interest	11/15/2023	CAPITAL ONE			7,423.30	**7,423.30**
41476	COMM	14044CAC6	COPAR 0.77% MAT	Redemption	11/15/2023	CAPITAL ONE		700,764.11		**700,764.11**
41521	COMM	89238JAC9	TAOT 0.71% MAT	Interest	11/15/2023	TOYOTA AUTO REC			5,520.95	**5,520.95**
41521	COMM	89238JAC9	TAOT 0.71% MAT	Redemption	11/15/2023	TOYOTA AUTO REC		613,035.66		**613,035.66**
41529	COMM	02582JJR2	AMXCA 0.9% MAT	Interest	11/15/2023	AMERICAN			24,375.00	**24,375.00**
41529	COMM	02582JJR2	AMXCA 0.9% MAT	Redemption	11/15/2023	AMERICAN		972,802.73		**972,802.73**
41612	COMM	14041NFY2	CAPITAL ONE MULTI	Interest	11/15/2023	CAPITAL ONE MULTI			31,200.01	**31,200.01**
41612	COMM	14041NFY2	CAPITAL ONE MULTI	Redemption	11/15/2023	CAPITAL ONE MULTI		1,075,571.23		**1,075,571.23**
41766	COMM	44891WAC3	HALST 1.16% MAT	Interest	11/15/2023	HYUNDAI AUTO			8,238.78	**8,238.78**
41766	COMM	44891WAC3	HALST 1.16% MAT	Redemption	11/15/2023	HYUNDAI AUTO		1,562,983.63		**1,562,983.63**
41776	COMM	345286AC2	FORDO 1.29% MAT	Interest	11/15/2023	FORD CREDIT AUTO			11,018.51	**11,018.51**
41776	COMM	345286AC2	FORDO 1.29% MAT	Redemption	11/15/2023	FORD CREDIT AUTO		683,909.92		**683,909.92**
41797	COMM	89239KAC5	TAOT 1.23% MAT	Interest	11/15/2023	TOYOTA AUTO REC			12,474.16	**12,474.16**
41797	COMM	89239KAC5	TAOT 1.23% MAT	Redemption	11/15/2023	TOYOTA AUTO REC		750,549.61		**750,549.61**
41855	COMM	43815BAC4	HAROT 1.88% MAT	Interest	11/15/2023	HONDA AUTO			36,033.34	**36,033.34**
41855	COMM	43815BAC4	HAROT 1.88% MAT	Redemption	11/15/2023	HONDA AUTO		804,030.71		**804,030.71**
41856	COMM	65479QAC1	NAROT 1.86% MAT	Interest	11/15/2023	NISSAN AUTO			26,815.00	**26,815.00**
41856	COMM	65479QAC1	NAROT 1.86% MAT	Redemption	11/15/2023	NISSAN AUTO		541,305.83		**541,305.83**
41910	COMM	47787JAC2	JDOT 2.32% MAT	Interest	11/15/2023	JOHN DEERE			19,020.33	**19,020.33**
41910	COMM	47787JAC2	JDOT 2.32% MAT	Redemption	11/15/2023	JOHN DEERE		898,330.31		**898,330.31**
41919	COMM	02589BAA8	AMXCA 2.21% MAT	Interest	11/15/2023	AMERICAN			35,912.51	**35,912.51**
41919	COMM	02589BAA8	AMXCA 2.21% MAT	Redemption	11/15/2023	AMERICAN		522,956.76		**522,956.76**
41952	COMM	14041NFZ9	COMET 2.8% MAT	Interest	11/15/2023	CAPITAL ONE MULTI			44,333.33	**44,333.33**
41952	COMM	14041NFZ9	COMET 2.8% MAT	Redemption	11/15/2023	CAPITAL ONE MULTI		501,919.16		**501,919.16**
42020	COMM	98163NAC0	WOLS 3.21% MAT	Interest	11/15/2023	WORLD OMNI			8,025.00	**8,025.00**
42020	COMM	98163NAC0	WOLS 3.21% MAT	Redemption	11/15/2023	WORLD OMNI		135,282.16		**135,282.16**
42040	COMM	41284YAD8	HDMOT 3.06% MAT	Interest	11/15/2023	HARLEY-DAVIDSON			61,654.28	**61,654.28**
42040	COMM	41284YAD8	HDMOT 3.06% MAT	Redemption	11/15/2023	HARLEY-DAVIDSON		1,384,700.88		**1,384,700.88**
42066	COMM	34528LAD7	FORDL 3.23% MAT	Interest	11/15/2023	FORD CREDIT AUTO			66,505.29	**66,505.29**
42066	COMM	34528LAD7	FORDL 3.23% MAT	Redemption	11/15/2023	FORD CREDIT AUTO		3,998,982.27		**3,998,982.27**
42084	COMM	14317HAC5	CARMX 3.49% MAT	Interest	11/15/2023	CARMAX AUTO			52,349.99	**52,349.99**
42084	COMM	14317HAC5	CARMX 3.49% MAT	Redemption	11/15/2023	CARMAX AUTO		470,618.33		**470,618.33**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
42116	COMM	14043QAC6	COPAR 3.17% MAT	Interest	11/15/2023	CAPITAL ONE			39,625.01	**39,625.01**
42116	COMM	14043QAC6	COPAR 3.17% MAT	Redemption	11/15/2023	CAPITAL ONE		382,812.43		**382,812.43**
42182	COMM	02008JAC0	ALLYA 3.31% MAT	Interest	11/15/2023	ALLY AUTO			81,370.82	**81,370.82**
42182	COMM	02008JAC0	ALLYA 3.31% MAT	Redemption	11/15/2023	ALLY AUTO		824,995.59		**824,995.59**
42184	COMM	44934LAD4	HALST 3.35% MAT	Interest	11/15/2023	HYUNDAI AUTO			106,083.35	**106,083.35**
42184	COMM	44934LAD4	HALST 3.35% MAT	Redemption	11/15/2023	HYUNDAI AUTO		750,686.92		**750,686.92**
42202	COMM	02582JJT8	AMXCA 3.39% MAT	Interest	11/15/2023	AMERICAN			98,875.00	**98,875.00**
42202	COMM	02582JJT8	AMXCA 3.39% MAT	Redemption	11/15/2023	AMERICAN		852,464.99		**852,464.99**
42879	COMM	58770AAC7	MBART 4.51% MAT	Interest	11/15/2023	MERCEDES -BENZ			49,797.91	**49,797.91**
42879	COMM	58770AAC7	MBART 4.51% MAT	Redemption	11/15/2023	MERCEDES -BENZ		268,620.42		**268,620.42**
42890	COMM	891940AC2	TAOT 4.63% MAT	Interest	11/15/2023	TOYOTA AUTO REC			81,024.99	**81,024.99**
42890	COMM	891940AC2	TAOT 4.63% MAT	Redemption	11/15/2023	TOYOTA AUTO REC		443,016.66		**443,016.66**
42944	COMM	14043KAH8	COPAR 4.87% MAT	Interest	11/15/2023	CAPITAL ONE			43,627.08	**43,627.08**
42944	COMM	14043KAH8	COPAR 4.87% MAT	Redemption	11/15/2023	CAPITAL ONE		202,040.85		**202,040.85**
42945	COMM	41285JAD0	HDMOT 5.05% MAT	Interest	11/15/2023	HARLEY-DAVIDSON			54,708.33	**54,708.33**
42945	COMM	41285JAD0	HDMOT 5.05% MAT	Redemption	11/15/2023	HARLEY-DAVIDSON		253,432.19		**253,432.19**
43065	COMM	448979AD6	HART 4.58% MAT	Interest	11/15/2023	HYUNDAI AUTO			38,166.67	**38,166.67**
43065	COMM	448979AD6	HART 4.58% MAT	Redemption	11/15/2023	HYUNDAI AUTO		231,435.95		**231,435.95**
43089	COMM	254683CW3	DCENT 3.56% MAT	Interest	11/15/2023	DISCOVER CARD			147,517.52	**147,517.52**
43089	COMM	254683CW3	DCENT 3.56% MAT	Redemption	11/15/2023	DISCOVER CARD		1,132,484.62		**1,132,484.62**
43117	COMM	12664QAB0	CNH 5.34% MAT	Interest	11/15/2023	CNH EQUIPMENT			93,450.00	**93,450.00**
43117	COMM	12664QAB0	CNH 5.34% MAT	Redemption	11/15/2023	CNH EQUIPMENT		579,783.77		**579,783.77**
43130	COMM	65480WAD3	NAROT 4.91% MAT	Interest	11/15/2023	NISSAN AUTO			126,841.68	**126,841.68**
43130	COMM	65480WAD3	NAROT 4.91% MAT	Redemption	11/15/2023	NISSAN AUTO		608,260.07		**608,260.07**
43201	COMM	58768RAC4	MBALT 4.74% MAT	Interest	11/15/2023	MERCEDES-BENZ			126,400.00	**126,400.00**
43201	COMM	58768RAC4	MBALT 4.74% MAT	Redemption	11/15/2023	MERCEDES-BENZ		791,936.13		**791,936.13**
43212	COMM	437927AC0	HAROT 4.93% MAT	Interest	11/15/2023	HONDA AUTO			73,949.99	**73,949.99**
43212	COMM	437927AC0	HAROT 4.93% MAT	Redemption	11/15/2023	HONDA AUTO		350,072.04		**350,072.04**
43249	COMM	02582JJZ4	AMXCA 4.87% MAT	Interest	11/15/2023	AMERICAN			76,093.74	**76,093.74**
43249	COMM	02582JJZ4	AMXCA 4.87% MAT	Redemption	11/15/2023	AMERICAN		320,378.22		**320,378.22**
43276	COMM	254683CZ6	DCENT 4.93% MAT	Interest	11/15/2023	DISCOVER CARD			123,249.99	**123,249.99**
43276	COMM	254683CZ6	DCENT 4.93% MAT	Redemption	11/15/2023	DISCOVER CARD		502,192.72		**502,192.72**
43277	COMM	477920AC6	JDOT 5.18% MAT	Interest	11/15/2023	JOHN DEERE			60,433.34	**60,433.34**
43277	COMM	477920AC6	JDOT 5.18% MAT	Redemption	11/15/2023	JOHN DEERE		244,821.91		**244,821.91**
43456	COMM	34529NAB6	FORDL 5.9% MAT	Interest	11/15/2023	FORD CREDIT AUTO			73,750.01	**73,750.01**
43456	COMM	34529NAB6	FORDL 5.9% MAT	Redemption	11/15/2023	FORD CREDIT AUTO		505,821.93		**505,821.93**
43476	COMM	233868AC2	DTRT 5.9% MAT	Interest	11/15/2023	DAIMLET TRUCKS			132,750.01	**132,750.01**
43476	COMM	233868AC2	DTRT 5.9% MAT	Redemption	11/15/2023	DAIMLET TRUCKS		604,810.48		**604,810.48**
43477	COMM	41285YAB1	HDMOT 5.92% MAT	Interest	11/15/2023	HARLEY-DAVIDSON			83,866.66	**83,866.66**
43477	COMM	41285YAB1	HDMOT 5.92% MAT	Redemption	11/15/2023	HARLEY-DAVIDSON		413,345.76		**413,345.76**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
43505	COMM	14044EAB4	COPAR 5.91% MAT	Interest	11/15/2023	CAPITAL ONE			217,685.01	**217,685.01**
43505	COMM	14044EAB4	COPAR 5.91% MAT	Redemption	11/15/2023	CAPITAL ONE		999,042.95		**999,042.95**
43542	COMM	58769FAB1	MBART 5.92% MAT	Interest	11/15/2023	MERCEDES -BENZ			62,488.89	**62,488.89**
43542	COMM	58769FAB1	MBART 5.92% MAT	Redemption	11/15/2023	MERCEDES -BENZ		458,898.50		**458,898.50**
		Totals for 11/15/2023					**249,963,097.22**	**290,510,841.44**	**3,937,872.10**	**44,485,616.32**
43574	COMM	16536JYH4	CHES DISC NOTE	Purchase	11/16/2023	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
43629	COMM	3132XGVS2	FREDM 5.1% MAT	Purchase	11/16/2023	FREDDIE MAC	26,841,714.94			**-26,841,714.94**
43575	COMM	5148X1YH0	LANDES DISC NOTE	Purchase	11/16/2023	LANDES	124,981,562.50			**-124,981,562.50**
43573	COMM	63873KYH4	NATXNY DISC NOTE	Purchase	11/16/2023	NATIXIS NY	49,992,583.33			**-49,992,583.33**
40754	COMM	3134GXBL7	FEDERAL HOME LN	Redemption	11/16/2023	FHLMC NOTES		13,873,000.00		**13,873,000.00**
43570	COMM	16536JYG6	CHES DISC NOTE	Redemption	11/16/2023	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43571	COMM	5148X1YG2	LANDES DISC NOTE	Redemption	11/16/2023	LANDES		125,000,000.00		**125,000,000.00**
43572	COMM	63873KYG6	NATXNY DISC NOTE	Redemption	11/16/2023	NATIXIS NY		50,000,000.00		**50,000,000.00**
40754	COMM	3134GXBL7	FEDERAL HOME LN	Interest	11/16/2023	FHLMC NOTES			20,809.50	**20,809.50**
42009	COMM	362585AC5	GMCAR 3.1% MAT	Interest	11/16/2023	GM FINANCIAL			29,708.35	**29,708.35**
42009	COMM	362585AC5	GMCAR 3.1% MAT	Redemption	11/16/2023	GM FINANCIAL		309,393.75		**309,393.75**
		Totals for 11/16/2023					**276,804,756.60**	**264,182,393.75**	**50,517.85**	**-12,571,845.00**
43578	COMM	16536JYL5	CHES DISC NOTE	Purchase	11/17/2023	CHESHAM FINANCE	74,966,687.50			**-74,966,687.50**
43579	COMM	5148X1YL1	LANDES DISC NOTE	Purchase	11/17/2023	LANDES	124,944,687.50			**-124,944,687.50**
43577	COMM	63873KYL5	NATXNY DISC NOTE	Purchase	11/17/2023	NATIXIS NY	49,977,916.67			**-49,977,916.67**
43573	COMM	63873KYH4	NATXNY DISC NOTE	Redemption	11/17/2023	NATIXIS NY		50,000,000.00		**50,000,000.00**
43574	COMM	16536JYH4	CHES DISC NOTE	Redemption	11/17/2023	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43575	COMM	5148X1YH0	LANDES DISC NOTE	Redemption	11/17/2023	LANDES		125,000,000.00		**125,000,000.00**
40780	COMM	3135GA2Z3	FEDERAL NATL MTG	Interest	11/17/2023	FNMA NOTES			70,000.00	**70,000.00**
43183	COMM	58933YBH7	MERCK 4.05% MAT	Interest	11/17/2023	MERCK & CO			202,500.00	**202,500.00**
		Totals for 11/17/2023					**249,889,291.67**	**250,000,000.00**	**272,500.00**	**383,208.33**
43581	COMM	16536JYM3	CHES DISC NOTE	Purchase	11/20/2023	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
43582	COMM	5148X1YM9	LANDES DISC NOTE	Purchase	11/20/2023	LANDES	124,981,562.50			**-124,981,562.50**
43580	COMM	63873KYM3	NATXNY DISC NOTE	Purchase	11/20/2023	NATIXIS NY	49,992,638.89			**-49,992,638.89**
42214	COMM	92348KAP8	VZMT 3.01% MAT	Redemption	11/20/2023	VERIZON MASTER		33,499,025.15		**33,499,025.15**
43577	COMM	63873KYL5	NATXNY DISC NOTE	Redemption	11/20/2023	NATIXIS NY		50,000,000.00		**50,000,000.00**
43578	COMM	16536JYL5	CHES DISC NOTE	Redemption	11/20/2023	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43579	COMM	5148X1YL1	LANDES DISC NOTE	Redemption	11/20/2023	LANDES		125,000,000.00		**125,000,000.00**
40502	COMM	3130AJLA5	FEDERAL HOME	Interest	11/20/2023	FHLB NOTES			18,750.00	**18,750.00**
40503	WK	3130AJLA5	FEDERAL HOME	Interest	11/20/2023	FHLB NOTES			11,250.00	**11,250.00**
40504	WK	3130AJLA5	FEDERAL HOME	Interest	11/20/2023	FHLB NOTES			7,500.00	**7,500.00**
41536	COMM	3133ENEJ5	FEDERAL FARM CR	Interest	11/20/2023	FFCB NOTES			109,375.00	**109,375.00**
42717	COMM	3133ENZ94	FEDERAL FARM CR	Interest	11/20/2023	FFCB NOTES			450,000.00	**450,000.00**
40712	COMM	92348CAA9	VZOT 0.41% MAT	Interest	11/20/2023	VERIZON OWNER			255.29	**255.29**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
40712	COMM	92348CAA9	VZOT 0.41% MAT	Redemption	11/20/2023	VERIZON OWNER		747,204.87		**747,204.87**
41207	COMM	80286DAC2	SRT 0.51% MAT	Interest	11/20/2023	SANTANDER RETAIL			1,436.34	**1,436.34**
41207	COMM	80286DAC2	SRT 0.51% MAT	Redemption	11/20/2023	SANTANDER RETAIL		2,024,734.92		**2,024,734.92**
41321	COMM	43815EAC8	HAROT 0.41% MAT	Interest	11/20/2023	HONDA AUTO			3,774.42	**3,774.42**
41321	COMM	43815EAC8	HAROT 0.41% MAT	Redemption	11/20/2023	HONDA AUTO		907,812.88		**907,812.88**
41391	COMM	80286CAC4	SRT 0.5% MAT	Interest	11/20/2023	SANTANDER RETAIL			364.76	**364.76**
41391	COMM	80286CAC4	SRT 0.5% MAT	Redemption	11/20/2023	SANTANDER RETAIL		647,184.44		**647,184.44**
41867	COMM	89238LAC4	TLOT 1.96% MAT	Interest	11/20/2023	TOYOTA LEASE			26,196.00	**26,196.00**
41867	COMM	89238LAC4	TLOT 1.96% MAT	Redemption	11/20/2023	TOYOTA LEASE		2,267,488.86		**2,267,488.86**
42119	COMM	23292GAC7	DLLST 3.4% MAT	Interest	11/20/2023	DLLST LLC			26,029.23	**26,029.23**
42119	COMM	23292GAC7	DLLST 3.4% MAT	Redemption	11/20/2023	DLLST LLC		1,174,806.73		**1,174,806.73**
42152	COMM	36266FAC3	GMALT 3.42% MAT	Interest	11/20/2023	GM FIN'CL AUTO			45,600.00	**45,600.00**
42152	COMM	36266FAC3	GMALT 3.42% MAT	Redemption	11/20/2023	GM FIN'CL AUTO		291,015.82		**291,015.82**
42214	COMM	92348KAP8	VZMT 3.01% MAT	Interest	11/20/2023	VERIZON MASTER			84,029.16	**84,029.16**
42214	COMM	92348KAP8	VZMT 3.01% MAT	Redemption	11/20/2023	VERIZON MASTER		839,680.11		**839,680.11**
42214	COMM	92348KAP8	VZMT 3.01% MAT	Interest	11/20/2023	VERIZON MASTER				**0.00**
42214	COMM	92348KAP8	VZMT 3.01% MAT	Redemption	11/20/2023	VERIZON MASTER				**0.00**
43090	COMM	89239MAC1	TLOT 4.93% MAT	Interest	11/20/2023	TOYOTA LEASE			90,383.33	**90,383.33**
43090	COMM	89239MAC1	TLOT 4.93% MAT	Redemption	11/20/2023	TOYOTA LEASE		715,470.37		**715,470.37**
43120	COMM	92348KBL6	VZMT 4.89% MAT	Interest	11/20/2023	VERIZON MASTER			163,000.00	**163,000.00**
43120	COMM	92348KBL6	VZMT 4.89% MAT	Redemption	11/20/2023	VERIZON MASTER		709,907.82		**709,907.82**
43248	COMM	92867WAB4	VALET 5.5% MAT	Interest	11/20/2023	VOLKSWAGEN			78,374.99	**78,374.99**
43248	COMM	92867WAB4	VALET 5.5% MAT	Redemption	11/20/2023	VOLKSWAGEN		418,213.04		**418,213.04**
43336	COMM	88167PAC2	TESLA 5.89% MAT	Interest	11/20/2023	TESLA AUTO LEASE			19,633.33	**19,633.33**
43336	COMM	88167PAC2	TESLA 5.89% MAT	Redemption	11/20/2023	TESLA AUTO LEASE		114,550.93		**114,550.93**
43457	COMM	92867UAB8	VWALT 5.87% MAT	Interest	11/20/2023	VOLKSWAGEN			158,856.89	**158,856.89**
43457	COMM	92867UAB8	VWALT 5.87% MAT	Redemption	11/20/2023	VOLKSWAGEN		1,138,398.81		**1,138,398.81**
		Totals for 11/20/2023					**249,963,097.22**	**295,495,494.75**	**1,294,808.74**	**46,827,206.27**
43590	COMM	16536JYN1	CHES DISC NOTE	Purchase	11/21/2023	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
43591	COMM	5148X1YN7	LANDES DISC NOTE	Purchase	11/21/2023	LANDES	124,981,562.50			**-124,981,562.50**
43589	COMM	63873KYN1	NATXNY DISC NOTE	Purchase	11/21/2023	NATIXIS NY	49,992,638.89			**-49,992,638.89**
43580	COMM	63873KYM3	NATXNY DISC NOTE	Redemption	11/21/2023	NATIXIS NY		50,000,000.00		**50,000,000.00**
43581	COMM	16536JYM3	CHES DISC NOTE	Redemption	11/21/2023	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43582	COMM	5148X1YM9	LANDES DISC NOTE	Redemption	11/21/2023	LANDES		125,000,000.00		**125,000,000.00**
42712	COMM	06405LAC5	BANK NEW YORK	Interest	11/21/2023	BANK OF NEW			522,400.00	**522,400.00**
42736	COMM	637639AH8	NATIONAL SECS	Interest	11/21/2023	NATIONAL SECS			381,225.00	**381,225.00**
40965	COMM	43813GAC5	HAROT 0.27% MAT	Interest	11/21/2023	HONDA AUTO			633.23	**633.23**
40965	COMM	43813GAC5	HAROT 0.27% MAT	Redemption	11/21/2023	HONDA AUTO		443,573.51		**443,573.51**
41554	COMM	43815GAC3	HAROT 0.88% MAT	Interest	11/21/2023	HONDA AUTO			8,236.40	**8,236.40**
41554	COMM	43815GAC3	HAROT 0.88% MAT	Redemption	11/21/2023	HONDA AUTO		760,911.17		**760,911.17**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
42950	COMM	43815JAC7	HAROT 5.04% MAT	Interest	11/21/2023	HONDA AUTO			54,600.00	**54,600.00**
42950	COMM	43815JAC7	HAROT 5.04% MAT	Redemption	11/21/2023	HONDA AUTO		302,851.29		**302,851.29**
		Totals for 11/21/2023					**249,963,097.22**	**251,507,335.97**	**967,094.63**	**2,511,333.38**
43599	COMM	06051GHW2	BANK AMER CORP	Purchase	11/22/2023	BANK OF AMERICA	41,181,800.50			**-41,181,800.50**
43593	COMM	16536JYT8	CHES DISC NOTE	Purchase	11/22/2023	CHESHAM FINANCE	74,944,479.17			**-74,944,479.17**
43585	COMM	46647PBF2	JPMORGAN CHASE	Purchase	11/22/2023	JPMORGAN	34,133,985.47			**-34,133,985.47**
43598	COMM	5148X1YT4	LANDES DISC NOTE	Purchase	11/22/2023	LANDES	124,907,812.50			**-124,907,812.50**
43592	COMM	63873KYQ4	NATXNY DISC NOTE	Purchase	11/22/2023	NATIXIS NY	49,985,277.78			**-49,985,277.78**
42588	COMM	SYS42588	OPGXX	Purchase	11/22/2023	STATE STREET US	200,000,000.00			**-200,000,000.00**
41697	COMM	3133ENJB7	FFCB FLT MAT	Redemption	11/22/2023	FFCB NOTES		45,000,000.00		**45,000,000.00**
43589	COMM	63873KYN1	NATXNY DISC NOTE	Redemption	11/22/2023	NATIXIS NY		50,000,000.00		**50,000,000.00**
43590	COMM	16536JYN1	CHES DISC NOTE	Redemption	11/22/2023	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43591	COMM	5148X1YN7	LANDES DISC NOTE	Redemption	11/22/2023	LANDES		125,000,000.00		**125,000,000.00**
41697	COMM	3133ENJB7	FFCB FLT MAT	Interest	11/22/2023	FFCB NOTES			617,550.00	**617,550.00**
43199	COMM	06405LAD3	BANK NEW YORK	Interest	11/22/2023	BANK OF NEW			381,810.00	**381,810.00**
		Totals for 11/22/2023					**525,153,355.42**	**295,000,000.00**	**999,360.00**	**-229,153,995.42**
43619	COMM	63873KYT8	NATXNY DISC NOTE	Purchase	11/24/2023	NATIXIS NY	49,977,916.67			**-49,977,916.67**
40773	COMM	459058JM6	IBRD 0.25% MAT	Redemption	11/24/2023	INTL BANK RECON &		12,250,000.00		**12,250,000.00**
43592	COMM	63873KYQ4	NATXNY DISC NOTE	Redemption	11/24/2023	NATIXIS NY		50,000,000.00		**50,000,000.00**
40773	COMM	459058JM6	IBRD 0.25% MAT	Interest	11/24/2023	INTL BANK RECON &			15,312.50	**15,312.50**
		Totals for 11/24/2023					**49,977,916.67**	**62,250,000.00**	**15,312.50**	**12,287,395.83**
43621	COMM	16536JYU5	CHES DISC NOTE	Purchase	11/27/2023	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
43622	COMM	5148X1YU1	LANDES DISC NOTE	Purchase	11/27/2023	LANDES	124,981,562.50			**-124,981,562.50**
43620	COMM	63873KYU5	NATXNY DISC NOTE	Purchase	11/27/2023	NATIXIS NY	49,992,638.89			**-49,992,638.89**
37590	COMM	SYS37590	JPM TE 0.44%	Purchase	11/27/2023	JP MORGAN US	200,000,000.00			**-200,000,000.00**
42588	COMM	SYS42588	OPGXX	Purchase	11/27/2023	STATE STREET US	200,000,000.00			**-200,000,000.00**
40774	COMM	3135G06H1	FNMA 0.25% MAT	Redemption	11/27/2023	FNMA NOTES		45,000,000.00		**45,000,000.00**
43593	COMM	16536JYT8	CHES DISC NOTE	Redemption	11/27/2023	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43598	COMM	5148X1YT4	LANDES DISC NOTE	Redemption	11/27/2023	LANDES		125,000,000.00		**125,000,000.00**
43619	COMM	63873KYT8	NATXNY DISC NOTE	Redemption	11/27/2023	NATIXIS NY		50,000,000.00		**50,000,000.00**
40774	COMM	3135G06H1	FNMA 0.25% MAT	Interest	11/27/2023	FNMA NOTES			56,250.00	**56,250.00**
39587	COMM	3138LEYD7	FNMAM 1.97% MAT	Interest	11/27/2023	FNMA			29,169.71	**29,169.71**
39587	COMM	3138LEYD7	FNMAM 1.97% MAT	Redemption	11/27/2023	FNMA		17,195,175.79		**17,195,175.79**
39654	COMM	3137BP4J5	FNMAM 2.446% MAT	Interest	11/27/2023	FHLMC			18,727.71	**18,727.71**
39654	COMM	3137BP4J5	FNMAM 2.446% MAT	Redemption	11/27/2023	FHLMC		291,107.52		**291,107.52**
40390	COMM	3137BHCY1	FHLMCM 2.811%	Interest	11/27/2023	FHLMC			20,188.56	**20,188.56**
40390	COMM	3137BHCY1	FHLMCM 2.811%	Redemption	11/27/2023	FHLMC		15,811.93		**15,811.93**
40511	COMM	3136AXVB8	FNMAM 2.646% MAT	Interest	11/27/2023	FNMA			20,711.27	**20,711.27**
40511	COMM	3136AXVB8	FNMAM 2.646% MAT	Redemption	11/27/2023	FNMA		722,699.75		**722,699.75**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
40526	COMM	3137BSP64	FHLMCM 2.34% MAT	Interest	11/27/2023	FHLMC			19,538.12	**19,538.12**
40526	COMM	3137BSP64	FHLMCM 2.34% MAT	Redemption	11/27/2023	FHLMC		241,011.40		**241,011.40**
40539	COMM	3137BKGH7	FHLMCM 2.712%	Interest	11/27/2023	FHLMC			3,205.10	**3,205.10**
40539	COMM	3137BKGH7	FHLMCM 2.712%	Redemption	11/27/2023	FHLMC		123,012.12		**123,012.12**
40541	COMM	3138L7CU8	FNMAM 2.95% MAT	Interest	11/27/2023	FNMA			46,777.34	**46,777.34**
40541	COMM	3138L7CU8	FNMAM 2.95% MAT	Redemption	11/27/2023	FNMA		41,637.90		**41,637.90**
40630	COMM	3138LJWY2	FHLMCM 2.8% MAT	Interest	11/27/2023	FHLMC			30,189.49	**30,189.49**
40630	COMM	3138LJWY2	FHLMCM 2.8% MAT	Redemption	11/27/2023	FHLMC		24,287.30		**24,287.30**
40638	COMM	3137BYLE8	FHLMCM 2.7% MAT	Interest	11/27/2023	FHLMC			14,962.50	**14,962.50**
40638	COMM	3137BYLE8	FHLMCM 2.7% MAT	Redemption	11/27/2023	FHLMC		317,286.29		**317,286.29**
40743	COMM	3136AY6S7	FNMAM FRN MAT	Interest	11/27/2023	FNMA			27,518.01	**27,518.01**
40743	COMM	3136AY6S7	FNMAM FRN MAT	Redemption	11/27/2023	FNMA		940,602.50		**940,602.50**
40784	COMM	3137F72W4	FHLMCM 0.39025%	Interest	11/27/2023	FHLMC			9,506.91	**9,506.91**
40784	COMM	3137F72W4	FHLMCM 0.39025%	Redemption	11/27/2023	FHLMC		619.43		**619.43**
40812	COMM	3132XFFH6	FHLMCM 0.77% MAT	Interest	11/27/2023	FHLMC			29,837.50	**29,837.50**
40812	COMM	3132XFFH6	FHLMCM 0.77% MAT	Redemption	11/27/2023	FHLMC		2,098,361.94		**2,098,361.94**
40905	COMM	3138LEC33	FNMAM 2.38% MAT	Interest	11/27/2023	FNMA			19,682.40	**19,682.40**
40905	COMM	3138LEC33	FNMAM 2.38% MAT	Redemption	11/27/2023	FNMA		14,787.50		**14,787.50**
40976	COMM	3137FATE8	FHLMCM 2.982%	Interest	11/27/2023	FHLMC			74,550.00	**74,550.00**
40976	COMM	3137FATE8	FHLMCM 2.982%	Redemption	11/27/2023	FHLMC		3,061,929.06		**3,061,929.06**
40983	COMM	3137FF3W5	FHLMCM 0.602%	Interest	11/27/2023	FHLMC			1,737.89	**1,737.89**
40983	COMM	3137FF3W5	FHLMCM 0.602%	Redemption	11/27/2023	FHLMC		53,068.09		**53,068.09**
41026	COMM	3137BVYN0	FHLMCM 3.035%	Interest	11/27/2023	FHLMC			2,308.33	**2,308.33**
41026	COMM	3137BVYN0	FHLMCM 3.035%	Redemption	11/27/2023	FHLMC		4,471.94		**4,471.94**
41131	COMM	3137BYLE8	FHLMCM 2.7% MAT	Interest	11/27/2023	FHLMC			11,250.00	**11,250.00**
41131	COMM	3137BYLE8	FHLMCM 2.7% MAT	Redemption	11/27/2023	FHLMC				**0.00**
41133	COMM	3137FYZG4	FHLMCM 0.861%	Interest	11/27/2023	FHLMC			4,958.80	**4,958.80**
41133	COMM	3137FYZG4	FHLMCM 0.861%	Redemption	11/27/2023	FHLMC		10,668.77		**10,668.77**
41164	COMM	3137FPJ55	FHLMCM 2.606%	Interest	11/27/2023	FHLMC			37,812.14	**37,812.14**
41164	COMM	3137FPJ55	FHLMCM 2.606%	Redemption	11/27/2023	FHLMC		1,287,896.22		**1,287,896.22**
41192	COMM	3137FBAB2	FHLMCM 3.038%	Interest	11/27/2023	FHLMC			19,612.61	**19,612.61**
41192	COMM	3137FBAB2	FHLMCM 3.038%	Redemption	11/27/2023	FHLMC		153,748.10		**153,748.10**
41222	COMM	3137H14A1	FHLMCM 0.854%	Interest	11/27/2023	FHLMC			12,688.70	**12,688.70**
41222	COMM	3137H14A1	FHLMCM 0.854%	Redemption	11/27/2023	FHLMC		194,266.45		**194,266.45**
41228	COMM	3136AUG21	FNMAM 2.49552%	Interest	11/27/2023	FNMA			38,249.29	**38,249.29**
41228	COMM	3136AUG21	FNMAM 2.49552%	Redemption	11/27/2023	FNMA		26,492.50		**26,492.50**
41319	COMM	3132XFD47	FHLMCM 2.1% MAT	Interest	11/27/2023	FHLMC			27,125.00	**27,125.00**
41319	COMM	3132XFD47	FHLMCM 2.1% MAT	Redemption	11/27/2023	FHLMC		489,834.57		**489,834.57**
41368	COMM	09690AAD5	BMWLT 0.43% MAT	Interest	11/27/2023	BMW VEHICLE			9,316.66	**9,316.66**
41368	COMM	09690AAD5	BMWLT 0.43% MAT	Redemption	11/27/2023	BMW VEHICLE		1,728,820.60		**1,728,820.60**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
41491	COMM	3138LNKZ3	FNMAM 3.44% MAT	Interest	11/27/2023	FNMA			7,577.91	**7,577.91**
41491	COMM	3138LNKZ3	FNMAM 3.44% MAT	Redemption	11/27/2023	FNMA		3,649.67		**3,649.67**
41524	COMM	3133LJAN1	FHLM 1.5% MAT	Interest	11/27/2023	FHLMC SINGLE			14,184.00	**14,184.00**
41524	COMM	3133LJAN1	FHLM 1.5% MAT	Redemption	11/27/2023	FHLMC SINGLE		147,164.67		**147,164.67**
41525	COMM	3140QMQJ6	FNMAP 1.5% MAT	Interest	11/27/2023	FNMA SINGLE			13,133.40	**13,133.40**
41525	COMM	3140QMQJ6	FNMAP 1.5% MAT	Redemption	11/27/2023	FNMA SINGLE		177,611.10		**177,611.10**
41526	COMM	3140XDHF6	FNMAP 1.5% MAT	Interest	11/27/2023	FNMA SINGLE			23,516.66	**23,516.66**
41526	COMM	3140XDHF6	FNMAP 1.5% MAT	Redemption	11/27/2023	FNMA SINGLE		286,391.96		**286,391.96**
41675	COMM	3133LPUA3	FHLMC 1.5% MAT	Interest	11/27/2023	FHLMC SINGLE			20,865.41	**20,865.41**
41675	COMM	3133LPUA3	FHLMC 1.5% MAT	Redemption	11/27/2023	FHLMC SINGLE		210,243.22		**210,243.22**
41676	COMM	31418EAD2	FNMAP 1.5% MAT	Interest	11/27/2023	FNMA SINGLE			18,474.14	**18,474.14**
41676	COMM	31418EAD2	FNMAP 1.5% MAT	Redemption	11/27/2023	FNMA SINGLE		210,482.80		**210,482.80**
41765	COMM	05601XAC3	BMW VEHICLE	Interest	11/27/2023	BMW VEHICLE			6,718.43	**6,718.43**
41765	COMM	05601XAC3	BMW VEHICLE	Redemption	11/27/2023	BMW VEHICLE		1,566,798.53		**1,566,798.53**
41791	COMM	3137FQ3Y7	FHLMCM 2.19% MAT	Interest	11/27/2023	FHLMC			33,851.22	**33,851.22**
41791	COMM	3137FQ3Y7	FHLMCM 2.19% MAT	Redemption	11/27/2023	FHLMC		78,410.76		**78,410.76**
41803	COMM	3137BEVH4	FHLMC REMIC	Interest	11/27/2023	FHLMC			34,705.70	**34,705.70**
41803	COMM	3137BEVH4	FHLMC REMIC	Redemption	11/27/2023	FHLMC		1,162,400.39		**1,162,400.39**
41854	COMM	3138LDLP6	FNMAM 2.75% MAT	Interest	11/27/2023	FNMA			24,882.41	**24,882.41**
41854	COMM	3138LDLP6	FNMAM 2.75% MAT	Redemption	11/27/2023	FNMA		16,623.20		**16,623.20**
41892	COMM	3137H6LT0	FHLMCM 1.946%	Interest	11/27/2023	FHLMC			46,815.26	**46,815.26**
41892	COMM	3137H6LT0	FHLMCM 1.946%	Redemption	11/27/2023	FHLMC		5,983,488.96		**5,983,488.96**
42039	COMM	3138LCT54	FNMAM 3.1% MAT	Interest	11/27/2023	FNMA			93,430.56	**93,430.56**
42039	COMM	3138LCT54	FNMAM 3.1% MAT	Redemption	11/27/2023	FNMA		1,434,872.24		**1,434,872.24**
42046	COMM	3137H73W1	FHLMCM 2.75% MAT	Interest	11/27/2023	FHLMC			41,934.00	**41,934.00**
42046	COMM	3137H73W1	FHLMCM 2.75% MAT	Redemption	11/27/2023	FHLMC		31,569.12		**31,569.12**
42093	COMM	3137F1G44	FHLMCM 3.243%	Interest	11/27/2023	FHLMC			94,587.50	**94,587.50**
42093	COMM	3137F1G44	FHLMCM 3.243%	Redemption	11/27/2023	FHLMC		953,471.88		**953,471.88**
42099	COMM	3137BXQY1	FHLMCM 3.224%	Interest	11/27/2023	FHLMC			107,466.68	**107,466.68**
42099	COMM	3137BXQY1	FHLMCM 3.224%	Redemption	11/27/2023	FHLMC		1,110,287.55		**1,110,287.55**
42110	COMM	3137F2LJ3	FHLMCM 3.117%	Interest	11/27/2023	FHLMC			90,912.50	**90,912.50**
42110	COMM	3137F2LJ3	FHLMCM 3.117%	Redemption	11/27/2023	FHLMC		909,591.26		**909,591.26**
42111	COMM	3138LDYK3	FNMA 2.55% MAT	Interest	11/27/2023	FNMA NOTES			84,248.44	**84,248.44**
42111	COMM	3138LDYK3	FNMA 2.55% MAT	Redemption	11/27/2023	FNMA NOTES		84,960.45		**84,960.45**
42112	COMM	3138LFUJ5	FNMAM 2.47% MAT	Interest	11/27/2023	FNMA			42,538.89	**42,538.89**
42112	COMM	3138LFUJ5	FNMAM 2.47% MAT	Redemption	11/27/2023	FNMA		619,806.07		**619,806.07**
42115	WK	3137F2LJ3	FHLMCM 3.117%	Interest	11/27/2023	FHLMC			2,597.50	**2,597.50**
42115	WK	3137F2LJ3	FHLMCM 3.117%	Redemption	11/27/2023	FHLMC				**0.00**
42120	COMM	3136AK2F9	FNMAM 3.39768%	Interest	11/27/2023	FNMA			109,539.01	**109,539.01**
42120	COMM	3136AK2F9	FNMAM 3.39768%	Redemption	11/27/2023	FNMA		68,331.84		**68,331.84**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
42133	COMM	3138LD5W9	FNMAM 2.625% MAT	Interest	11/27/2023	FNMA			32,812.50	**32,812.50**
42133	COMM	3138LD5W9	FNMAM 2.625% MAT	Redemption	11/27/2023	FNMA				**0.00**
42137	COMM	3138LD5W9	FNMAM 2.625% MAT	Interest	11/27/2023	FNMA			32,812.50	**32,812.50**
42137	COMM	3138LD5W9	FNMAM 2.625% MAT	Redemption	11/27/2023	FNMA				**0.00**
42150	COMM	3137F1G44	FHLMCM 3.243%	Interest	11/27/2023	FHLMC			54,050.00	**54,050.00**
42150	COMM	3137F1G44	FHLMCM 3.243%	Redemption	11/27/2023	FHLMC				**0.00**
42151	COMM	3138LEC82	FNMAM 2.57% MAT	Interest	11/27/2023	FNMA			44,261.11	**44,261.11**
42151	COMM	3138LEC82	FNMAM 2.57% MAT	Redemption	11/27/2023	FNMA		668,579.91		**668,579.91**
42183	COMM	05602RAD3	BMWOT 3.21% MAT	Interest	11/27/2023	BMW VEHICLE			37,450.00	**37,450.00**
42183	COMM	05602RAD3	BMWOT 3.21% MAT	Redemption	11/27/2023	BMW VEHICLE		435,358.77		**435,358.77**
42187	COMM	3137F4CY6	FHLMCM 2.92% MAT	Interest	11/27/2023	FHLMC			60,281.23	**60,281.23**
42187	COMM	3137F4CY6	FHLMCM 2.92% MAT	Redemption	11/27/2023	FHLMC		3,478,835.25		**3,478,835.25**
42188	COMM	3140HV6S8	FNMAM 2.19% MAT	Interest	11/27/2023	FNMA			56,575.00	**56,575.00**
42188	COMM	3140HV6S8	FNMAM 2.19% MAT	Redemption	11/27/2023	FNMA		902,315.25		**902,315.25**
42205	COMM	3137FMD25	FHLMCM 2.875%	Interest	11/27/2023	FHLMC			47,772.91	**47,772.91**
42205	COMM	3137FMD25	FHLMCM 2.875%	Redemption	11/27/2023	FHLMC		714,142.62		**714,142.62**
42233	WK	3137BRQK4	FHLMCM 2.624%	Interest	11/27/2023	FHLMC			4,373.33	**4,373.33**
42233	WK	3137BRQK4	FHLMCM 2.624%	Redemption	11/27/2023	FHLMC		63,931.38		**63,931.38**
42234	COMM	3138LD5W9	FNMAM 2.625% MAT	Interest	11/27/2023	FNMA			17,500.00	**17,500.00**
42234	COMM	3138LD5W9	FNMAM 2.625% MAT	Redemption	11/27/2023	FNMA		277,325.81		**277,325.81**
42757	COMM	3137FBAJ5	FHLMCM 3.281%	Interest	11/27/2023	FHLMC			29,255.59	**29,255.59**
42757	COMM	3137FBAJ5	FHLMCM 3.281%	Redemption	11/27/2023	FHLMC		256,214.60		**256,214.60**
42758	COMM	3138L5FA3	FNMAM 3.765% MAT	Interest	11/27/2023	FNMA			28,927.08	**28,927.08**
42758	COMM	3138L5FA3	FNMAM 3.765% MAT	Redemption	11/27/2023	FNMA		14,660.91		**14,660.91**
42764	COMM	3137BYLD0	FHLMCM 3.288%	Interest	11/27/2023	FHLMC			54,800.00	**54,800.00**
42764	COMM	3137BYLD0	FHLMCM 3.288%	Redemption	11/27/2023	FHLMC		540,664.37		**540,664.37**
42786	COMM	3137F4X23	FHLMCM 3.6% MAT	Interest	11/27/2023	FHLMC			21,900.00	**21,900.00**
42786	COMM	3137F4X23	FHLMCM 3.6% MAT	Redemption	11/27/2023	FHLMC		443,825.62		**443,825.62**
42878	COMM	3138LCT54-A	FNMAM 3.1% MAT	Interest	11/27/2023	FNMA			26,694.44	**26,694.44**
42878	COMM	3138LCT54-A	FNMAM 3.1% MAT	Redemption	11/27/2023	FNMA		396,395.72		**396,395.72**
42910	COMM	3138LECC3	FNMA 2.42% MAT	Interest	11/27/2023	FNMA NOTES			83,355.56	**83,355.56**
42910	COMM	3138LECC3	FNMA 2.42% MAT	Redemption	11/27/2023	FNMA NOTES		1,298,316.47		**1,298,316.47**
42927	COMM	05593AAC3	BMWLT 5.16% MAT	Interest	11/27/2023	BMW VEHICLE			22,575.00	**22,575.00**
42927	COMM	05593AAC3	BMWLT 5.16% MAT	Redemption	11/27/2023	BMW VEHICLE		206,999.69		**206,999.69**
42931	COMM	3132CW3F9	FHLMC 2.% MAT	Interest	11/27/2023	FHLMC NOTES			51,238.06	**51,238.06**
42931	COMM	3132CW3F9	FHLMC 2.% MAT	Redemption	11/27/2023	FHLMC NOTES		846,467.48		**846,467.48**
42949	COMM	3132XGQ74	FHLMCM 3.7% MAT	Interest	11/27/2023	FHLMC			143,375.00	**143,375.00**
42949	COMM	3132XGQ74	FHLMCM 3.7% MAT	Redemption	11/27/2023	FHLMC		896,595.01		**896,595.01**
43042	COMM	3136AMMF3	FNMAM 3.01111%	Interest	11/27/2023	FNMA			52,267.84	**52,267.84**
43042	COMM	3136AMMF3	FNMAM 3.01111%	Redemption	11/27/2023	FNMA		1,372,539.88		**1,372,539.88**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
43054	COMM	3137FEZT0	FHLMCM 3.725%	Interest	11/27/2023	FHLMC			93,400.91	**93,400.91**
43054	COMM	3137FEZT0	FHLMCM 3.725%	Redemption	11/27/2023	FHLMC		509,168.79		**509,168.79**
43080	COMM	3132XFLM8	FHLMCM 4.3% MAT	Interest	11/27/2023	FHLMC			115,378.55	**115,378.55**
43080	COMM	3132XFLM8	FHLMCM 4.3% MAT	Redemption	11/27/2023	FHLMC		581,947.78		**581,947.78**
43098	COMM	3140LJKS4	FNMAM 4.54% MAT	Interest	11/27/2023	FNMA			91,007.96	**91,007.96**
43098	COMM	3140LJKS4	FNMAM 4.54% MAT	Redemption	11/27/2023	FNMA		452,868.17		**452,868.17**
43105	COMM	30322KAE3	FREDM 0.88% MAT	Interest	11/27/2023	FREDDIE MAC			20,343.90	**20,343.90**
43105	COMM	30322KAE3	FREDM 0.88% MAT	Redemption	11/27/2023	FREDDIE MAC		46,840.62		**46,840.62**
43145	COMM	3140LJJN7	FNMAM 4.385% MAT	Interest	11/27/2023	FNMA			116,043.18	**116,043.18**
43145	COMM	3140LJJN7	FNMAM 4.385% MAT	Redemption	11/27/2023	FNMA		598,081.21		**598,081.21**
43162	COMM	3140LHFC9	FNMAM 3.53% MAT	Interest	11/27/2023	FNMA			75,993.06	**75,993.06**
43162	COMM	3140LHFC9	FNMAM 3.53% MAT	Redemption	11/27/2023	FNMA		542,212.57		**542,212.57**
43200	COMM	3140LJS23	FNMAM 4.17% MAT	Interest	11/27/2023	FNMA			89,770.83	**89,770.83**
43200	COMM	3140LJS23	FNMAM 4.17% MAT	Redemption	11/27/2023	FNMA		469,730.38		**469,730.38**
43243	COMM	3137FHQ22	FHLMCM 3.37% MAT	Interest	11/27/2023	FHLMC			36,701.30	**36,701.30**
43243	COMM	3137FHQ22	FHLMCM 3.37% MAT	Redemption	11/27/2023	FHLMC		13,123.89		**13,123.89**
43268	COMM	3140LJX68	FNMAM 4.225% MAT	Interest	11/27/2023	FNMA			85,468.46	**85,468.46**
43268	COMM	3140LJX68	FNMAM 4.225% MAT	Redemption	11/27/2023	FNMA		395,660.56		**395,660.56**
43391	COMM	3137FJXQ7	FHLMCM 3.75% MAT	Interest	11/27/2023	FHLMC			77,694.90	**77,694.90**
43391	COMM	3137FJXQ7	FHLMCM 3.75% MAT	Redemption	11/27/2023	FHLMC		12,423.00		**12,423.00**
43504	COMM	055979AB4	BMWLT 5.95% MAT	Interest	11/27/2023	BMW VEHICLE			109,083.33	**109,083.33**
43504	COMM	055979AB4	BMWLT 5.95% MAT	Redemption	11/27/2023	BMW VEHICLE		649,351.98		**649,351.98**
43597	COMM	3132XGW51	FHLMCM 4.21% MAT	Interest	11/27/2023	FHLMC			53,791.87	**53,791.87**
43597	COMM	3132XGW51	FHLMCM 4.21% MAT	Redemption	11/27/2023	FHLMC		223,083.70		**223,083.70**
43597	COMM	3132XGW51	FHLMCM 4.21% MAT	Interest	11/27/2023	FHLMC			-50,321.43	**-50,321.43**
43597	COMM	3132XGW51	FHLMCM 4.21% MAT	Redemption	11/27/2023	FHLMC				**0.00**
		Totals for 11/27/2023					**649,963,097.22**	**356,401,414.73**	**3,314,487.63**	**-290,247,194.86**
43625	COMM	16536JYV3	CHES DISC NOTE	Purchase	11/28/2023	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
43623	COMM	19121ADS7	KOPP DISC NOTE	Purchase	11/28/2023	COCA-COLA CO	48,885,416.67			**-48,885,416.67**
43626	COMM	5148X1YV9	LANDES DISC NOTE	Purchase	11/28/2023	LANDES	124,981,562.50			**-124,981,562.50**
43624	COMM	63873KYV3	NATXNY DISC NOTE	Purchase	11/28/2023	NATIXIS NY	49,992,638.89			**-49,992,638.89**
43620	COMM	63873KYU5	NATXNY DISC NOTE	Redemption	11/28/2023	NATIXIS NY		50,000,000.00		**50,000,000.00**
43621	COMM	16536JYU5	CHES DISC NOTE	Redemption	11/28/2023	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43622	COMM	5148X1YU1	LANDES DISC NOTE	Redemption	11/28/2023	LANDES		125,000,000.00		**125,000,000.00**
40506	COMM	3134GVVX3	FEDERAL HOME LN	Interest	11/28/2023	FHLMC NOTES			22,500.00	**22,500.00**
		Totals for 11/28/2023					**298,848,513.89**	**250,000,000.00**	**22,500.00**	**-48,826,013.89**
43634	COMM	16536JYW1	CHES DISC NOTE	Purchase	11/29/2023	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
43635	COMM	5148X1YW7	LANDES DISC NOTE	Purchase	11/29/2023	LANDES	124,981,562.50			**-124,981,562.50**
43633	COMM	63873KYW1	NATXNY DISC NOTE	Purchase	11/29/2023	NATIXIS NY	49,992,638.89			**-49,992,638.89**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
43624	COMM	63873KYV3	NATXNY DISC NOTE	Redemption	11/29/2023	NATIXIS NY		50,000,000.00		**50,000,000.00**
43625	COMM	16536JYV3	CHES DISC NOTE	Redemption	11/29/2023	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43626	COMM	5148X1YV9	LANDES DISC NOTE	Redemption	11/29/2023	LANDES		125,000,000.00		**125,000,000.00**
42728	COMM	3130ATW45	FHLB 5.05% MAT	Interest	11/29/2023	FHLB NOTES			757,500.00	**757,500.00**
42729	COMM	31422XR20	FAMCA 5.05% MAT	Interest	11/29/2023	FARMER MAC			631,250.00	**631,250.00**
		Totals for 11/29/2023					**249,963,097.22**	**250,000,000.00**	**1,388,750.00**	**1,425,652.78**
43638	COMM	16536JZ18	CHES DISC NOTE	Purchase	11/30/2023	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
43637	COMM	5148X1Z14	LANDES DISC NOTE	Purchase	11/30/2023	LANDES	124,981,562.50			**-124,981,562.50**
43633	COMM	63873KYW1	NATXNY DISC NOTE	Redemption	11/30/2023	NATIXIS NY		50,000,000.00		**50,000,000.00**
43634	COMM	16536JYW1	CHES DISC NOTE	Redemption	11/30/2023	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43635	COMM	5148X1YW7	LANDES DISC NOTE	Redemption	11/30/2023	LANDES		125,000,000.00		**125,000,000.00**
40783	COMM	3134GXDK7	FEDERAL HOME LN	Interest	11/30/2023	FHLMC NOTES			48,750.00	**48,750.00**
41075	COMM	912828ZT0	UNITED STATES	Interest	11/30/2023	U.S. TREASURY			37,500.00	**37,500.00**
41550	COMM	9128286X3	UNITED STATES	Interest	11/30/2023	U.S. TREASURY			265,625.00	**265,625.00**
43213	COMM	637639AJ4	NATIONAL SECS	Interest	11/30/2023	NATIONAL SECS			128,750.00	**128,750.00**
42335	SJE	60934N666	FTFXX 0.%	Interest	11/30/2023	FEDERATED TAX			56,422.45	**56,422.45**
42335	SJE	60934N666	FTFXX 0.%	Purchase	11/30/2023	FEDERATED TAX	56,422.45			**-56,422.45**
		Totals for 11/30/2023					**200,026,880.78**	**250,000,000.00**	**537,047.45**	**50,510,166.67**
43640	COMM	16536JZ42	CHES DISC NOTE	Purchase	12/01/2023	CHESHAM FINANCE	74,966,687.50			**-74,966,687.50**
43628	COMM	3137BLVK1	FHLMCM 3.116%	Purchase	12/01/2023	FHLMC	24,591,562.50			**-24,591,562.50**
43641	COMM	5148X1Z48	LANDES DISC NOTE	Purchase	12/01/2023	LANDES	124,944,687.50			**-124,944,687.50**
43639	COMM	63873KZ42	NATXNY DISC NOTE	Purchase	12/01/2023	NATIXIS NY	49,977,916.67			**-49,977,916.67**
43637	COMM	5148X1Z14	LANDES DISC NOTE	Redemption	12/01/2023	LANDES		125,000,000.00		**125,000,000.00**
43638	COMM	16536JZ18	CHES DISC NOTE	Redemption	12/01/2023	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
42735	COMM	023135CP9	AMAZON COM INC,	Interest	12/01/2023	AMAZON			1,137,500.00	**1,137,500.00**
		Totals for 12/01/2023					**274,480,854.17**	**200,000,000.00**	**1,137,500.00**	**-73,343,354.17**
43644	COMM	16536JZ59	CHES DISC NOTE	Purchase	12/04/2023	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
43645	COMM	5148X1Z55	LANDES DISC NOTE	Purchase	12/04/2023	LANDES	124,981,562.50			**-124,981,562.50**
43643	COMM	63873KZ59	NATXNY DISC NOTE	Purchase	12/04/2023	NATIXIS NY	49,992,638.89			**-49,992,638.89**
43646	COMM	7426M2EH0	PEFCO DISC NOTE	Purchase	12/04/2023	PRIVATE EXPORT	24,396,145.83			**-24,396,145.83**
43639	COMM	63873KZ42	NATXNY DISC NOTE	Redemption	12/04/2023	NATIXIS NY		50,000,000.00		**50,000,000.00**
43640	COMM	16536JZ42	CHES DISC NOTE	Redemption	12/04/2023	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43641	COMM	5148X1Z48	LANDES DISC NOTE	Redemption	12/04/2023	LANDES		125,000,000.00		**125,000,000.00**
40508	COMM	3134GVYX0	FEDERAL HOME LN	Interest	12/04/2023	FHLMC NOTES			25,000.00	**25,000.00**
40509	COMM	3134GVYX0	FEDERAL HOME LN	Interest	12/04/2023	FHLMC NOTES			25,000.00	**25,000.00**
43219	COMM	31422X3H3	FEDERAL AGRIC	Interest	12/04/2023	FARMER MAC			568,750.00	**568,750.00**
37590	COMM	SYS37590	JPM TE 0.44%	Interest	12/04/2023	JP MORGAN US			115,527.62	**115,527.62**
37590	COMM	SYS37590	JPM TE 0.44%	Purchase	12/04/2023	JP MORGAN US	115,527.62			**-115,527.62**
40461	COMM	SYS40461	DGCXX 0.%	Interest	12/04/2023	DREYFUS			5.70	**5.70**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
40461	COMM	SYS40461	DGCXX 0.%	Purchase	12/04/2023	DREYFUS	5.70			-5.70
42588	COMM	SYS42588	OPGXX	Interest	12/04/2023	STATE STREET US			377,934.54	377,934.54
42588	COMM	SYS42588	OPGXX	Purchase	12/04/2023	STATE STREET US	377,934.54			-377,934.54
		Totals for 12/04/2023					**274,852,710.91**	**250,000,000.00**	**1,112,217.86**	**-23,740,493.05**
43649	COMM	16536JZ67	CHES DISC NOTE	Purchase	12/05/2023	CHESHAM FINANCE	74,988,895.83			-74,988,895.83
43655	COMM	3130AXYN2	FHLBVR 5.53% MAT	Purchase	12/05/2023	FHLB VARIABLE	45,000,000.00			-45,000,000.00
43650	COMM	5148X1Z63	LANDES DISC NOTE	Purchase	12/05/2023	LANDES	124,981,562.50			-124,981,562.50
43647	COMM	59515MF67	MSFT ZERO CPN	Purchase	12/05/2023	MICROSOFT CORP	72,941,500.00			-72,941,500.00
43648	COMM	63873KZ67	NATXNY DISC NOTE	Purchase	12/05/2023	NATIXIS NY	49,992,638.89			-49,992,638.89
43643	COMM	63873KZ59	NATXNY DISC NOTE	Redemption	12/05/2023	NATIXIS NY		50,000,000.00		50,000,000.00
43644	COMM	16536JZ59	CHES DISC NOTE	Redemption	12/05/2023	CHESHAM FINANCE		75,000,000.00		75,000,000.00
43645	COMM	5148X1Z55	LANDES DISC NOTE	Redemption	12/05/2023	LANDES		125,000,000.00		125,000,000.00
		Totals for 12/05/2023					**367,904,597.22**	**250,000,000.00**		**-117,904,597.22**
43653	COMM	16536JZ75	CHES DISC NOTE	Purchase	12/06/2023	CHESHAM FINANCE	74,988,895.83			-74,988,895.83
43654	COMM	5148X1Z71	LANDES DISC NOTE	Purchase	12/06/2023	LANDES	124,981,562.50			-124,981,562.50
43652	COMM	63873KZ75	NATXNY DISC NOTE	Purchase	12/06/2023	NATIXIS NY	49,992,638.89			-49,992,638.89
43648	COMM	63873KZ67	NATXNY DISC NOTE	Redemption	12/06/2023	NATIXIS NY		50,000,000.00		50,000,000.00
43649	COMM	16536JZ67	CHES DISC NOTE	Redemption	12/06/2023	CHESHAM FINANCE		75,000,000.00		75,000,000.00
43650	COMM	5148X1Z63	LANDES DISC NOTE	Redemption	12/06/2023	LANDES		125,000,000.00		125,000,000.00
41639	COMM	74153WCQ0	PRICOA 1.15% MAT	Interest	12/06/2023	PRICOA Global			115,000.00	115,000.00
43235	COMM	24422EWW5	JOHN DEERE	Interest	12/06/2023	JOHN DEERE			244,750.00	244,750.00
		Totals for 12/06/2023					**249,963,097.22**	**250,000,000.00**	**359,750.00**	**396,652.78**
43651	COMM	06051GJD2	BAC 1.319% MAT	Purchase	12/07/2023	BANK OF AMERICA	19,195,137.11			-19,195,137.11
43659	COMM	16536JZ83	CHES DISC NOTE	Purchase	12/07/2023	CHESHAM FINANCE	74,988,895.83			-74,988,895.83
43656	COMM	31424WCU4	FAMCA 5.63% MAT	Purchase	12/07/2023	FARMER MAC	45,000,000.00			-45,000,000.00
43636	COMM	3137HB3G7	FHLMCM 4.86% MAT	Purchase	12/07/2023	FHLMC	20,956,677.00			-20,956,677.00
43660	COMM	5148X1Z89	LANDES DISC NOTE	Purchase	12/07/2023	LANDES	124,981,562.50			-124,981,562.50
43658	COMM	63873KZ83	NATXNY DISC NOTE	Purchase	12/07/2023	NATIXIS NY	49,992,638.89			-49,992,638.89
43657	COMM	912797HR1	USTB DISC NOTE	Purchase	12/07/2023	U S TREASURY BILL	97,610,667.00			-97,610,667.00
37590	COMM	SYS37590	JPM TE 0.44%	Purchase	12/07/2023	JP MORGAN US	75,000,000.00			-75,000,000.00
42588	COMM	SYS42588	OPGXX	Purchase	12/07/2023	STATE STREET US	50,000,000.00			-50,000,000.00
43652	COMM	63873KZ75	NATXNY DISC NOTE	Redemption	12/07/2023	NATIXIS NY		50,000,000.00		50,000,000.00
43653	COMM	16536JZ75	CHES DISC NOTE	Redemption	12/07/2023	CHESHAM FINANCE		75,000,000.00		75,000,000.00
43654	COMM	5148X1Z71	LANDES DISC NOTE	Redemption	12/07/2023	LANDES		125,000,000.00		125,000,000.00
41168	COMM	59217GEN5	MET LI 0.55% MAT	Interest	12/07/2023	MET LIFE GLOBAL			41,250.00	41,250.00
42256	COMM	3130AS6Q7	FEDERAL HOME	Interest	12/07/2023	FHLB NOTES			487,500.00	487,500.00
42752	COMM	3133EN3S7	FEDERAL FARM CR	Interest	12/07/2023	FFCB NOTES			423,843.75	423,843.75
		Totals for 12/07/2023					**557,725,578.33**	**250,000,000.00**	**952,593.75**	**-306,772,984.58**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
43663	COMM	16536JZB6	CHES DISC NOTE	Purchase	12/08/2023	CHESHAM FINANCE	74,966,687.50			-74,966,687.50
43664	COMM	5148X1ZB2	LANDES DISC NOTE	Purchase	12/08/2023	LANDES	124,944,687.50			-124,944,687.50
43662	COMM	63873KZB6	NATXNY DISC NOTE	Purchase	12/08/2023	NATIXIS NY	49,977,916.67			-49,977,916.67
43661	COMM	21684LH96	RABO 5.69% MAT	Purchase	12/08/2023	RABOBANK	75,000,000.00			-75,000,000.00
39069	COMM	3130A0F70	FEDERAL HOME	Redemption	12/08/2023	FHLB NOTES		10,000,000.00		10,000,000.00
39106	COMM	3130A0F70	FEDERAL HOME	Redemption	12/08/2023	FHLB NOTES		3,500,000.00		3,500,000.00
39114	WK	3130A0F70	FEDERAL HOME	Redemption	12/08/2023	FHLB NOTES		1,500,000.00		1,500,000.00
40811	COMM	3133EMJV5	FFCB FLOAT MAT	Redemption	12/08/2023	FFCB NOTES		45,000,000.00		45,000,000.00
42645	COMM	3130ATPW1	FEDERAL HOME	Redemption	12/08/2023	FHLB NOTES		19,725,000.00		19,725,000.00
43658	COMM	63873KZ83	NATXNY DISC NOTE	Redemption	12/08/2023	NATIXIS NY		50,000,000.00		50,000,000.00
43659	COMM	16536JZ83	CHES DISC NOTE	Redemption	12/08/2023	CHESHAM FINANCE		75,000,000.00		75,000,000.00
43660	COMM	5148X1Z89	LANDES DISC NOTE	Redemption	12/08/2023	LANDES		125,000,000.00		125,000,000.00
39069	COMM	3130A0F70	FEDERAL HOME	Interest	12/08/2023	FHLB NOTES			168,750.00	168,750.00
39106	COMM	3130A0F70	FEDERAL HOME	Interest	12/08/2023	FHLB NOTES			59,062.50	59,062.50
39114	WK	3130A0F70	FEDERAL HOME	Interest	12/08/2023	FHLB NOTES			25,312.50	25,312.50
40811	COMM	3133EMJV5	FFCB FLOAT MAT	Interest	12/08/2023	FFCB NOTES			618,300.00	618,300.00
42645	COMM	3130ATPW1	FEDERAL HOME	Interest	12/08/2023	FHLB NOTES			456,140.63	456,140.63
		Totals for 12/08/2023					**324,889,291.67**	**329,725,000.00**	**1,327,565.63**	**6,163,273.96**
43668	COMM	16536JZC4	CHES DISC NOTE	Purchase	12/11/2023	CHESHAM FINANCE	74,988,895.83			-74,988,895.83
43665	COMM	313384YK9	FHLB ZERO CPN	Purchase	12/11/2023	FHLB NOTES	121,565,538.20			-121,565,538.20
43666	COMM	313384QK8	FHLB DISC NOTE	Purchase	12/11/2023	FHLB NOTES	199,971,000.00			-199,971,000.00
43671	COMM	313384QK8	FHLB DISC NOTE	Purchase	12/11/2023	FHLB NOTES	74,989,125.00			-74,989,125.00
43669	COMM	5148X1ZC0	LANDES DISC NOTE	Purchase	12/11/2023	LANDES	124,981,562.50			-124,981,562.50
43667	COMM	63873KZC4	NATXNY DISC NOTE	Purchase	12/11/2023	NATIXIS NY	49,992,638.89			-49,992,638.89
40461	COMM	SYS40461	DGCXX 0.%	Purchase	12/11/2023	DREYFUS	150,000,000.00			-150,000,000.00
42588	COMM	SYS42588	OPGXX	Purchase	12/11/2023	STATE STREET US	50,000,000.00			-50,000,000.00
43662	COMM	63873KZB6	NATXNY DISC NOTE	Redemption	12/11/2023	NATIXIS NY		50,000,000.00		50,000,000.00
43663	COMM	16536JZB6	CHES DISC NOTE	Redemption	12/11/2023	CHESHAM FINANCE		75,000,000.00		75,000,000.00
43664	COMM	5148X1ZB2	LANDES DISC NOTE	Redemption	12/11/2023	LANDES		125,000,000.00		125,000,000.00
41174	COMM	64952WED1	NEW YORK LIFE	Interest	12/11/2023	NEW YORK LIFE			115,000.00	115,000.00
41327	COMM	3133ELG99	FEDERAL FARM CR	Interest	12/11/2023	FFCB NOTES			14,671.88	14,671.88
41825	COMM	64952WED1	NEW YORK LIFE	Interest	12/11/2023	NEW YORK LIFE			54,308.75	54,308.75
43239	COMM	3133EPMF9	FEDERAL FARM CR	Interest	12/11/2023	FFCB NOTES			351,750.00	351,750.00
41209	COMM	14687TAC1	CRVNA 0.49% MAT	Interest	12/11/2023	CARVANA AUTO			2,086.65	2,086.65
41209	COMM	14687TAC1	CRVNA 0.49% MAT	Redemption	12/11/2023	CARVANA AUTO		643,128.51		643,128.51
		Totals for 12/11/2023					**846,488,760.42**	**250,643,128.51**	**537,817.28**	**-595,307,814.63**
43679	COMM	16536JZD2	CHES DISC NOTE	Purchase	12/12/2023	CHESHAM FINANCE	74,988,895.83			-74,988,895.83
43670	COMM	3130AY4J2	FHLB 5.4% MAT	Purchase	12/12/2023	FHLB NOTES	49,997,350.00			-49,997,350.00
43681	COMM	313384SS9	FHLB DISC NOTE	Purchase	12/12/2023	FHLB NOTES	148,798,020.84			-148,798,020.84

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
43682	COMM	313384QL6	FHLB DISC NOTE	Purchase	12/12/2023	FHLB NOTES	249,963,680.55			-249,963,680.55
43678	COMM	5148X1ZD8	LANDES DISC NOTE	Purchase	12/12/2023	LANDES	124,981,562.50			-124,981,562.50
43680	COMM	63873KZD2	NATXNY DISC NOTE	Purchase	12/12/2023	NATIXIS NY	49,992,638.89			-49,992,638.89
43677	COMM	79490AFU7	SALREC ZERO CPN	Purchase	12/12/2023	SALISBURY REC CO	72,732,229.17			-72,732,229.17
43666	COMM	313384QK8	FHLB DISC NOTE	Redemption	12/12/2023	FHLB NOTES		200,000,000.00		200,000,000.00
43667	COMM	63873KZC4	NATXNY DISC NOTE	Redemption	12/12/2023	NATIXIS NY		50,000,000.00		50,000,000.00
43668	COMM	16536JZC4	CHES DISC NOTE	Redemption	12/12/2023	CHESHAM FINANCE		75,000,000.00		75,000,000.00
43669	COMM	5148X1ZC0	LANDES DISC NOTE	Redemption	12/12/2023	LANDES		125,000,000.00		125,000,000.00
43671	COMM	313384QK8	FHLB DISC NOTE	Redemption	12/12/2023	FHLB NOTES		75,000,000.00		75,000,000.00
41376	COMM	3130AN4T4	FEDERAL HOME	Interest	12/12/2023	FHLB NOTES			43,750.00	43,750.00
		Totals for 12/12/2023					**771,454,377.78**	**525,000,000.00**	**43,750.00**	**-246,410,627.78**
43683	COMM	05593D2X0	BNP P 5.54% MAT	Purchase	12/13/2023	BNP PARIBAS NY	60,000,000.00			-60,000,000.00
43686	COMM	16536JZE0	CHES DISC NOTE	Purchase	12/13/2023	CHESHAM FINANCE	74,988,895.83			-74,988,895.83
43684	COMM	313384QM4	FHLB DISC NOTE	Purchase	12/13/2023	FHLB NOTES	249,963,680.55			-249,963,680.55
43672	COMM	3138LHE67	FNMA 5.964% MAT	Purchase	12/13/2023	FNMA NOTES	16,031,808.00			-16,031,808.00
43687	COMM	5148X1ZE6	LANDES DISC NOTE	Purchase	12/13/2023	LANDES	124,981,562.50			-124,981,562.50
43685	COMM	63873KZE0	NATXNY DISC NOTE	Purchase	12/13/2023	NATIXIS NY	49,992,638.89			-49,992,638.89
41653	COMM	3133ENGX2	FFCB FRN MAT	Redemption	12/13/2023	FFCB NOTES		10,000,000.00		10,000,000.00
43678	COMM	5148X1ZD8	LANDES DISC NOTE	Redemption	12/13/2023	LANDES		125,000,000.00		125,000,000.00
43679	COMM	16536JZD2	CHES DISC NOTE	Redemption	12/13/2023	CHESHAM FINANCE		75,000,000.00		75,000,000.00
43680	COMM	63873KZD2	NATXNY DISC NOTE	Redemption	12/13/2023	NATIXIS NY		50,000,000.00		50,000,000.00
43682	COMM	313384QL6	FHLB DISC NOTE	Redemption	12/13/2023	FHLB NOTES		250,000,000.00		250,000,000.00
41653	COMM	3133ENGX2	FFCB FRN MAT	Interest	12/13/2023	FFCB NOTES			135,905.56	135,905.56
		Totals for 12/13/2023					**575,958,585.77**	**510,000,000.00**	**135,905.56**	**-65,822,680.21**
43689	COMM	16536JZF7	CHES DISC NOTE	Purchase	12/14/2023	CHESHAM FINANCE	74,988,895.83			-74,988,895.83
43676	COMM	3130AY4X1	FHLB 5.41% MAT	Purchase	12/14/2023	FHLB NOTES	125,000,000.00			-125,000,000.00
43691	COMM	313384QN2	FHLB DISC NOTE	Purchase	12/14/2023	FHLB NOTES	249,963,680.55			-249,963,680.55
43688	COMM	5148X1ZF3	LANDES DISC NOTE	Purchase	12/14/2023	LANDES	124,981,562.50			-124,981,562.50
43690	COMM	63873KZF7	NATXNY DISC NOTE	Purchase	12/14/2023	NATIXIS NY	49,992,638.89			-49,992,638.89
43684	COMM	313384QM4	FHLB DISC NOTE	Redemption	12/14/2023	FHLB NOTES		250,000,000.00		250,000,000.00
43685	COMM	63873KZE0	NATXNY DISC NOTE	Redemption	12/14/2023	NATIXIS NY		50,000,000.00		50,000,000.00
43686	COMM	16536JZE0	CHES DISC NOTE	Redemption	12/14/2023	CHESHAM FINANCE		75,000,000.00		75,000,000.00
43687	COMM	5148X1ZE6	LANDES DISC NOTE	Redemption	12/14/2023	LANDES		125,000,000.00		125,000,000.00
42288	COMM	92826CAD4	VISA INC, SR GLBL	Interest	12/14/2023	VISA			315,000.00	315,000.00
42505	COMM	3130AT4D6	FEDERAL HOME	Interest	12/14/2023	FHLB NOTES			337,500.00	337,500.00
42718	COMM	3130ATVC8	FEDERAL HOME	Interest	12/14/2023	FHLB NOTES			337,715.63	337,715.63
42792	COMM	92826CAD4	VISA INC, SR GLBL	Interest	12/14/2023	VISA			393,750.00	393,750.00
		Totals for 12/14/2023					**624,926,777.77**	**500,000,000.00**	**1,383,965.63**	**-123,542,812.14**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
43693	COMM	16536JZJ9	CHES DISC NOTE	Purchase	12/15/2023	CHESHAM FINANCE	74,966,687.50			**-74,966,687.50**
43695	COMM	313384QR3	FHLB DISC NOTE	Purchase	12/15/2023	FHLB NOTES	249,891,041.65			**-249,891,041.65**
43692	COMM	5148X1ZJ5	LANDES DISC NOTE	Purchase	12/15/2023	LANDES	124,944,687.50			**-124,944,687.50**
43694	COMM	63873KZJ9	NATXNY DISC NOTE	Purchase	12/15/2023	NATIXIS NY	49,977,916.67			**-49,977,916.67**
43688	COMM	5148X1ZF3	LANDES DISC NOTE	Redemption	12/15/2023	LANDES		125,000,000.00		**125,000,000.00**
43689	COMM	16536JZF7	CHES DISC NOTE	Redemption	12/15/2023	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43690	COMM	63873KZF7	NATXNY DISC NOTE	Redemption	12/15/2023	NATIXIS NY		50,000,000.00		**50,000,000.00**
43691	COMM	313384QN2	FHLB DISC NOTE	Redemption	12/15/2023	FHLB NOTES		250,000,000.00		**250,000,000.00**
40315	COMM	931142DV2	WALMART INC, SR	Interest	12/15/2023	WALMART			370,668.75	**370,668.75**
40847	COMM	3135GA7F2	FEDERAL NATL MTG	Interest	12/15/2023	FNMA NOTES			69,650.00	**69,650.00**
41978	COMM	740189AM7	PCP 3.25% MAT	Interest	12/15/2023	PRECISION			170,527.50	**170,527.50**
43109	COMM	126149AD5	CPC 7.25% MAT	Interest	12/15/2023	BESTFOODS			568,508.75	**568,508.75**
43126	COMM	126149AD5	CPC 7.25% MAT	Interest	12/15/2023	BESTFOODS			163,125.00	**163,125.00**
40515	COMM	58769VAC4	MBART 0.55% MAT	Interest	12/15/2023	MERCEDES -BENZ			4.86	**4.86**
40515	COMM	58769VAC4	MBART 0.55% MAT	Redemption	12/15/2023	MERCEDES -BENZ		10,592.39		**10,592.39**
40930	COMM	89240BAC2	TOYOTA AUTO	Interest	12/15/2023	TOYOTA AUTO REC			692.29	**692.29**
40930	COMM	89240BAC2	TOYOTA AUTO	Redemption	12/15/2023	TOYOTA AUTO REC		534,620.62		**534,620.62**
40937	COMM	98164EAC9	WOART 0.3% MAT	Interest	12/15/2023	WORLD OMNI AUTO			1,134.10	**1,134.10**
40937	COMM	98164EAC9	WOART 0.3% MAT	Redemption	12/15/2023	WORLD OMNI AUTO		427,872.54		**427,872.54**
40958	COMM	34532NAC9	FORDO 0.3% MAT	Interest	12/15/2023	FORD CREDIT AUTO			1,341.12	**1,341.12**
40958	COMM	34532NAC9	FORDO 0.3% MAT	Redemption	12/15/2023	FORD CREDIT AUTO		730,960.78		**730,960.78**
40991	COMM	47788UAC6	JDOT 0.36% MAT	Interest	12/15/2023	JOHN DEERE			754.95	**754.95**
40991	COMM	47788UAC6	JDOT 0.36% MAT	Redemption	12/15/2023	JOHN DEERE		308,595.24		**308,595.24**
41111	COMM	44933LAC7	HART 0.38% MAT	Interest	12/15/2023	HYUNDAI AUTO			1,008.74	**1,008.74**
41111	COMM	44933LAC7	HART 0.38% MAT	Redemption	12/15/2023	HYUNDAI AUTO		438,056.19		**438,056.19**
41182	COMM	89190GAC1	TAOT 0.26% MAT	Interest	12/15/2023	TOYOTA AUTO REC			2,928.60	**2,928.60**
41182	COMM	89190GAC1	TAOT 0.26% MAT	Redemption	12/15/2023	TOYOTA AUTO REC		1,297,300.53		**1,297,300.53**
41206	COMM	65480BAC1	NAROT 0.33% MAT	Interest	12/15/2023	NISSAN AUTO			5,458.88	**5,458.88**
41206	COMM	65480BAC1	NAROT 0.33% MAT	Redemption	12/15/2023	NISSAN AUTO		1,775,228.00		**1,775,228.00**
41220	COMM	58769KAD6	MBALT 0.4% MAT	Interest	12/15/2023	MERCEDES-BENZ			959.78	**959.78**
41220	COMM	58769KAD6	MBALT 0.4% MAT	Redemption	12/15/2023	MERCEDES-BENZ		1,549,699.07		**1,549,699.07**
41240	COMM	47789QAC4	JDOT 0.52% MAT	Interest	12/15/2023	JOHN DEERE			2,235.90	**2,235.90**
41240	COMM	47789QAC4	JDOT 0.52% MAT	Redemption	12/15/2023	JOHN DEERE		285,327.58		**285,327.58**
41242	COMM	14041NFW6	COMET 0.55% MAT	Interest	12/15/2023	CAPITAL ONE MULTI			10,770.83	**10,770.83**
41242	COMM	14041NFW6	COMET 0.55% MAT	Redemption	12/15/2023	CAPITAL ONE MULTI		838,230.13		**838,230.13**
41387	COMM	44933MAC5	HALST 0.38% MAT	Interest	12/15/2023	HYUNDAI AUTO			1,235.23	**1,235.23**
41387	COMM	44933MAC5	HALST 0.38% MAT	Redemption	12/15/2023	HYUNDAI AUTO		2,437,282.54		**2,437,282.54**
41389	COMM	58772WAC7	MBART 0.46% MAT	Interest	12/15/2023	MERCEDES -BENZ			4,682.16	**4,682.16**
41389	COMM	58772WAC7	MBART 0.46% MAT	Redemption	12/15/2023	MERCEDES -BENZ		893,415.42		**893,415.42**
41402	COMM	254683CP8	DCENT 0.58% MAT	Interest	12/15/2023	DISCOVER CARD			9,666.66	**9,666.66**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
41402	COMM	254683CP8	DCENT 0.58% MAT	Redemption	12/15/2023	DISCOVER CARD		673,027.38		**673,027.38**
41476	COMM	14044CAC6	COPAR 0.77% MAT	Interest	12/15/2023	CAPITAL ONE			6,973.65	**6,973.65**
41476	COMM	14044CAC6	COPAR 0.77% MAT	Redemption	12/15/2023	CAPITAL ONE		679,613.42		**679,613.42**
41521	COMM	89238JAC9	TAOT 0.71% MAT	Interest	12/15/2023	TOYOTA AUTO REC			5,158.24	**5,158.24**
41521	COMM	89238JAC9	TAOT 0.71% MAT	Redemption	12/15/2023	TOYOTA AUTO REC		582,918.06		**582,918.06**
41529	COMM	02582JJR2	AMXCA 0.9% MAT	Interest	12/15/2023	AMERICAN			24,375.00	**24,375.00**
41529	COMM	02582JJR2	AMXCA 0.9% MAT	Redemption	12/15/2023	AMERICAN		1,001,346.78		**1,001,346.78**
41612	COMM	14041NFY2	CAPITAL ONE MULTI	Interest	12/15/2023	CAPITAL ONE MULTI			31,200.01	**31,200.01**
41612	COMM	14041NFY2	CAPITAL ONE MULTI	Redemption	12/15/2023	CAPITAL ONE MULTI		1,107,191.10		**1,107,191.10**
41766	COMM	44891WAC3	HALST 1.16% MAT	Interest	12/15/2023	HYUNDAI AUTO			6,727.90	**6,727.90**
41766	COMM	44891WAC3	HALST 1.16% MAT	Redemption	12/15/2023	HYUNDAI AUTO		1,429,454.14		**1,429,454.14**
41776	COMM	345286AC2	FORDO 1.29% MAT	Interest	12/15/2023	FORD CREDIT AUTO			10,283.30	**10,283.30**
41776	COMM	345286AC2	FORDO 1.29% MAT	Redemption	12/15/2023	FORD CREDIT AUTO		615,117.80		**615,117.80**
41797	COMM	89239KAC5	TAOT 1.23% MAT	Interest	12/15/2023	TOYOTA AUTO REC			11,704.85	**11,704.85**
41797	COMM	89239KAC5	TAOT 1.23% MAT	Redemption	12/15/2023	TOYOTA AUTO REC		715,679.47		**715,679.47**
41855	COMM	43815BAC4	HAROT 1.88% MAT	Interest	12/15/2023	HONDA AUTO			36,033.34	**36,033.34**
41855	COMM	43815BAC4	HAROT 1.88% MAT	Redemption	12/15/2023	HONDA AUTO		554,216.19		**554,216.19**
41856	COMM	65479QAC1	NAROT 1.86% MAT	Interest	12/15/2023	NISSAN AUTO			26,815.00	**26,815.00**
41856	COMM	65479QAC1	NAROT 1.86% MAT	Redemption	12/15/2023	NISSAN AUTO		834,777.56		**834,777.56**
41910	COMM	47787JAC2	JDOT 2.32% MAT	Interest	12/15/2023	JOHN DEERE			17,283.56	**17,283.56**
41910	COMM	47787JAC2	JDOT 2.32% MAT	Redemption	12/15/2023	JOHN DEERE		489,356.37		**489,356.37**
41919	COMM	02589BAA8	AMXCA 2.21% MAT	Interest	12/15/2023	AMERICAN			35,912.51	**35,912.51**
41919	COMM	02589BAA8	AMXCA 2.21% MAT	Redemption	12/15/2023	AMERICAN		538,106.98		**538,106.98**
41952	COMM	14041NFZ9	COMET 2.8% MAT	Interest	12/15/2023	CAPITAL ONE MULTI			44,333.33	**44,333.33**
41952	COMM	14041NFZ9	COMET 2.8% MAT	Redemption	12/15/2023	CAPITAL ONE MULTI		516,676.80		**516,676.80**
42020	COMM	98163NAC0	WOLS 3.21% MAT	Interest	12/15/2023	WORLD OMNI			7,663.12	**7,663.12**
42020	COMM	98163NAC0	WOLS 3.21% MAT	Redemption	12/15/2023	WORLD OMNI		363,211.90		**363,211.90**
42040	COMM	41284YAD8	HDMOT 3.06% MAT	Interest	12/15/2023	HARLEY-DAVIDSON			58,123.30	**58,123.30**
42040	COMM	41284YAD8	HDMOT 3.06% MAT	Redemption	12/15/2023	HARLEY-DAVIDSON		1,277,331.40		**1,277,331.40**
42066	COMM	34528LAD7	FORDL 3.23% MAT	Interest	12/15/2023	FORD CREDIT AUTO			55,741.38	**55,741.38**
42066	COMM	34528LAD7	FORDL 3.23% MAT	Redemption	12/15/2023	FORD CREDIT AUTO		3,949,950.39		**3,949,950.39**
42084	COMM	14317HAC5	CARMX 3.49% MAT	Interest	12/15/2023	CARMAX AUTO			52,349.99	**52,349.99**
42084	COMM	14317HAC5	CARMX 3.49% MAT	Redemption	12/15/2023	CARMAX AUTO		327,364.85		**327,364.85**
42116	COMM	14043QAC6	COPAR 3.17% MAT	Interest	12/15/2023	CAPITAL ONE			39,625.01	**39,625.01**
42116	COMM	14043QAC6	COPAR 3.17% MAT	Redemption	12/15/2023	CAPITAL ONE		394,025.05		**394,025.05**
42182	COMM	02008JAC0	ALLYA 3.31% MAT	Interest	12/15/2023	ALLY AUTO			81,370.82	**81,370.82**
42182	COMM	02008JAC0	ALLYA 3.31% MAT	Redemption	12/15/2023	ALLY AUTO		1,271,088.95		**1,271,088.95**
42184	COMM	44934LAD4	HALST 3.35% MAT	Interest	12/15/2023	HYUNDAI AUTO			103,987.68	**103,987.68**
42184	COMM	44934LAD4	HALST 3.35% MAT	Redemption	12/15/2023	HYUNDAI AUTO		4,524,034.48		**4,524,034.48**
42202	COMM	02582JJT8	AMXCA 3.39% MAT	Interest	12/15/2023	AMERICAN			98,875.00	**98,875.00**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
42202	COMM	02582JJT8	AMXCA 3.39% MAT	Redemption	12/15/2023	AMERICAN		876,811.19		**876,811.19**
42879	COMM	58770AAC7	MBART 4.51% MAT	Interest	12/15/2023	MERCEDES -BENZ			49,797.91	**49,797.91**
42879	COMM	58770AAC7	MBART 4.51% MAT	Redemption	12/15/2023	MERCEDES -BENZ		276,447.38		**276,447.38**
42890	COMM	891940AC2	TAOT 4.63% MAT	Interest	12/15/2023	TOYOTA AUTO REC			81,024.99	**81,024.99**
42890	COMM	891940AC2	TAOT 4.63% MAT	Redemption	12/15/2023	TOYOTA AUTO REC		456,204.03		**456,204.03**
42944	COMM	14043KAH8	COPAR 4.87% MAT	Interest	12/15/2023	CAPITAL ONE			43,627.08	**43,627.08**
42944	COMM	14043KAH8	COPAR 4.87% MAT	Redemption	12/15/2023	CAPITAL ONE		207,871.88		**207,871.88**
42945	COMM	41285JAD0	HDMOT 5.05% MAT	Interest	12/15/2023	HARLEY-DAVIDSON			54,708.33	**54,708.33**
42945	COMM	41285JAD0	HDMOT 5.05% MAT	Redemption	12/15/2023	HARLEY-DAVIDSON		260,886.09		**260,886.09**
43065	COMM	448979AD6	HART 4.58% MAT	Interest	12/15/2023	HYUNDAI AUTO			38,166.67	**38,166.67**
43065	COMM	448979AD6	HART 4.58% MAT	Redemption	12/15/2023	HYUNDAI AUTO		238,886.34		**238,886.34**
43089	COMM	254683CW3	DCENT 3.56% MAT	Interest	12/15/2023	DISCOVER CARD			147,517.52	**147,517.52**
43089	COMM	254683CW3	DCENT 3.56% MAT	Redemption	12/15/2023	DISCOVER CARD		1,165,149.35		**1,165,149.35**
43117	COMM	12664QAB0	CNH 5.34% MAT	Interest	12/15/2023	CNH EQUIPMENT			93,450.00	**93,450.00**
43117	COMM	12664QAB0	CNH 5.34% MAT	Redemption	12/15/2023	CNH EQUIPMENT		600,865.24		**600,865.24**
43130	COMM	65480WAD3	NAROT 4.91% MAT	Interest	12/15/2023	NISSAN AUTO			126,841.68	**126,841.68**
43130	COMM	65480WAD3	NAROT 4.91% MAT	Redemption	12/15/2023	NISSAN AUTO		626,545.27		**626,545.27**
43201	COMM	58768RAC4	MBALT 4.74% MAT	Interest	12/15/2023	MERCEDES-BENZ			126,400.00	**126,400.00**
43201	COMM	58768RAC4	MBALT 4.74% MAT	Redemption	12/15/2023	MERCEDES-BENZ		818,772.83		**818,772.83**
43212	COMM	437927AC0	HAROT 4.93% MAT	Interest	12/15/2023	HONDA AUTO			73,949.99	**73,949.99**
43212	COMM	437927AC0	HAROT 4.93% MAT	Redemption	12/15/2023	HONDA AUTO		360,685.04		**360,685.04**
43249	COMM	02582JJZ4	AMXCA 4.87% MAT	Interest	12/15/2023	AMERICAN			76,093.74	**76,093.74**
43249	COMM	02582JJZ4	AMXCA 4.87% MAT	Redemption	12/15/2023	AMERICAN		329,776.87		**329,776.87**
43276	COMM	254683CZ6	DCENT 4.93% MAT	Interest	12/15/2023	DISCOVER CARD			123,249.99	**123,249.99**
43276	COMM	254683CZ6	DCENT 4.93% MAT	Redemption	12/15/2023	DISCOVER CARD		516,869.77		**516,869.77**
43277	COMM	477920AC6	JDOT 5.18% MAT	Interest	12/15/2023	JOHN DEERE			60,433.34	**60,433.34**
43277	COMM	477920AC6	JDOT 5.18% MAT	Redemption	12/15/2023	JOHN DEERE		252,198.73		**252,198.73**
43456	COMM	34529NAB6	FORDL 5.9% MAT	Interest	12/15/2023	FORD CREDIT AUTO			73,750.01	**73,750.01**
43456	COMM	34529NAB6	FORDL 5.9% MAT	Redemption	12/15/2023	FORD CREDIT AUTO		528,098.66		**528,098.66**
43476	COMM	233868AC2	DTRT 5.9% MAT	Interest	12/15/2023	DAIMLET TRUCKS			132,750.01	**132,750.01**
43476	COMM	233868AC2	DTRT 5.9% MAT	Redemption	12/15/2023	DAIMLET TRUCKS		625,672.55		**625,672.55**
43477	COMM	41285YAB1	HDMOT 5.92% MAT	Interest	12/15/2023	HARLEY-DAVIDSON			83,866.66	**83,866.66**
43477	COMM	41285YAB1	HDMOT 5.92% MAT	Redemption	12/15/2023	HARLEY-DAVIDSON		428,202.89		**428,202.89**
43505	COMM	14044EAB4	COPAR 5.91% MAT	Interest	12/15/2023	CAPITAL ONE			192,075.00	**192,075.00**
43505	COMM	14044EAB4	COPAR 5.91% MAT	Redemption	12/15/2023	CAPITAL ONE		1,036,331.35		**1,036,331.35**
43542	COMM	58769FAB1	MBART 5.92% MAT	Interest	12/15/2023	MERCEDES -BENZ			93,733.33	**93,733.33**
43542	COMM	58769FAB1	MBART 5.92% MAT	Redemption	12/15/2023	MERCEDES -BENZ		475,500.91		**475,500.91**
43562	COMM	44918CAD4	HART 5.54% MAT	Interest	12/15/2023	HYUNDAI AUTO			39,395.55	**39,395.55**
43562	COMM	44918CAD4	HART 5.54% MAT	Redemption	12/15/2023	HYUNDAI AUTO		117,323.48		**117,323.48**
		Totals for 12/15/2023					**499,780,333.32**	**543,570,769.95**	**3,850,722.89**	**47,641,159.52**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
43697	COMM	16536JZK6	CHES DISC NOTE	Purchase	12/18/2023	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
43675	COMM	3133EPN76	FFCB 5.58% MAT	Purchase	12/18/2023	FFCB NOTES	45,000,000.00			**-45,000,000.00**
43699	COMM	313384QS1	FHLB DISC NOTE	Purchase	12/18/2023	FHLB NOTES	249,963,680.55			**-249,963,680.55**
43696	COMM	5148X1ZK2	LANDES DISC NOTE	Purchase	12/18/2023	LANDES	124,981,562.50			**-124,981,562.50**
43698	COMM	63873KZK6	NATXNY DISC NOTE	Purchase	12/18/2023	NATIXIS NY	49,992,638.89			**-49,992,638.89**
43692	COMM	5148X1ZJ5	LANDES DISC NOTE	Redemption	12/18/2023	LANDES		125,000,000.00		**125,000,000.00**
43693	COMM	16536JZJ9	CHES DISC NOTE	Redemption	12/18/2023	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43694	COMM	63873KZJ9	NATXNY DISC NOTE	Redemption	12/18/2023	NATIXIS NY		50,000,000.00		**50,000,000.00**
43695	COMM	313384QR3	FHLB DISC NOTE	Redemption	12/18/2023	FHLB NOTES		250,000,000.00		**250,000,000.00**
40514	COMM	3135G04Z3	FNMA 0.5% MAT	Interest	12/18/2023	FNMA NOTES			50,000.00	**50,000.00**
40635	COMM	3135G04Z3	FNMA 0.5% MAT	Interest	12/18/2023	FNMA NOTES			37,500.00	**37,500.00**
40684	COMM	45906M2B6	International Bank for	Interest	12/18/2023	INTL BANK RECON &			362,750.00	**362,750.00**
41094	COMM	3135G04Z3	FNMA 0.5% MAT	Interest	12/18/2023	FNMA NOTES			59,257.50	**59,257.50**
41873	COMM	59217GBY4	MET LI 3.45% MAT	Interest	12/18/2023	MET LIFE GLOBAL			146,625.00	**146,625.00**
41964	COMM	3135G06L2	FEDERAL NATL MTG	Interest	12/18/2023	FNMA NOTES			87,500.00	**87,500.00**
41321	COMM	43815EAC8	HAROT 0.41% MAT	Interest	12/18/2023	HONDA AUTO			3,464.24	**3,464.24**
41321	COMM	43815EAC8	HAROT 0.41% MAT	Redemption	12/18/2023	HONDA AUTO		864,993.10		**864,993.10**
42009	COMM	362585AC5	GMCAR 3.1% MAT	Interest	12/18/2023	GM FINANCIAL			29,708.35	**29,708.35**
42009	COMM	362585AC5	GMCAR 3.1% MAT	Redemption	12/18/2023	GM FINANCIAL		318,682.30		**318,682.30**
		Totals for 12/18/2023					**544,926,777.77**	**501,183,675.40**	**776,805.09**	**-42,966,297.28**
43701	COMM	16536JZL4	CHES DISC NOTE	Purchase	12/19/2023	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
43703	COMM	313384QT9	FHLB DISC NOTE	Purchase	12/19/2023	FHLB NOTES	249,963,611.10			**-249,963,611.10**
43700	COMM	5148X1ZL0	LANDES DISC NOTE	Purchase	12/19/2023	LANDES	124,981,562.50			**-124,981,562.50**
43702	COMM	63873KZL4	NATXNY DISC NOTE	Purchase	12/19/2023	NATIXIS NY	49,992,638.89			**-49,992,638.89**
43696	COMM	5148X1ZK2	LANDES DISC NOTE	Redemption	12/19/2023	LANDES		125,000,000.00		**125,000,000.00**
43697	COMM	16536JZK6	CHES DISC NOTE	Redemption	12/19/2023	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43698	COMM	63873KZK6	NATXNY DISC NOTE	Redemption	12/19/2023	NATIXIS NY		50,000,000.00		**50,000,000.00**
43699	COMM	313384QS1	FHLB DISC NOTE	Redemption	12/19/2023	FHLB NOTES		250,000,000.00		**250,000,000.00**
43651	COMM	06051GJD2	BAC 1.319% MAT	Interest	12/19/2023	BANK OF AMERICA			134,584.17	**134,584.17**
43651	COMM	06051GJD2	BAC 1.319% MAT	Accr Int	12/19/2023	BANK OF AMERICA		125,611.89	-125,611.89	**0.00**
		Totals for 12/19/2023					**499,926,708.32**	**500,125,611.89**	**8,972.28**	**207,875.85**
43706	COMM	16536JZM2	CHES DISC NOTE	Purchase	12/20/2023	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
43708	COMM	313384QU6	FHLB DISC NOTE	Purchase	12/20/2023	FHLB NOTES	249,963,611.10			**-249,963,611.10**
43705	COMM	5148X1ZM8	LANDES DISC NOTE	Purchase	12/20/2023	LANDES	124,981,562.50			**-124,981,562.50**
43707	COMM	63873KZM2	NATXNY DISC NOTE	Purchase	12/20/2023	NATIXIS NY	49,992,638.89			**-49,992,638.89**
43700	COMM	5148X1ZL0	LANDES DISC NOTE	Redemption	12/20/2023	LANDES		125,000,000.00		**125,000,000.00**
43701	COMM	16536JZL4	CHES DISC NOTE	Redemption	12/20/2023	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43702	COMM	63873KZL4	NATXNY DISC NOTE	Redemption	12/20/2023	NATIXIS NY		50,000,000.00		**50,000,000.00**
43703	COMM	313384QT9	FHLB DISC NOTE	Redemption	12/20/2023	FHLB NOTES		250,000,000.00		**250,000,000.00**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
41694	COMM	3130AQF40	FEDERAL HOME	Interest	12/20/2023	FHLB NOTES			75,000.00	**75,000.00**
42304	COMM	3133ENZG8	FEDERAL FARM CR	Interest	12/20/2023	FFCB NOTES			337,500.00	**337,500.00**
41207	COMM	80286DAC2	SRT 0.51% MAT	Interest	12/20/2023	SANTANDER RETAIL			575.82	**575.82**
41207	COMM	80286DAC2	SRT 0.51% MAT	Redemption	12/20/2023	SANTANDER RETAIL		1,354,885.32		**1,354,885.32**
41391	COMM	80286CAC4	SRT 0.5% MAT	Interest	12/20/2023	SANTANDER RETAIL			95.09	**95.09**
41391	COMM	80286CAC4	SRT 0.5% MAT	Redemption	12/20/2023	SANTANDER RETAIL		228,219.00		**228,219.00**
41867	COMM	89238LAC4	TLOT 1.96% MAT	Interest	12/20/2023	TOYOTA LEASE			22,492.43	**22,492.43**
41867	COMM	89238LAC4	TLOT 1.96% MAT	Redemption	12/20/2023	TOYOTA LEASE		2,249,342.28		**2,249,342.28**
42119	COMM	23292GAC7	DLLST 3.4% MAT	Interest	12/20/2023	DLLST LLC			22,700.60	**22,700.60**
42119	COMM	23292GAC7	DLLST 3.4% MAT	Redemption	12/20/2023	DLLST LLC		1,042,584.25		**1,042,584.25**
42152	COMM	36266FAC3	GMALT 3.42% MAT	Interest	12/20/2023	GM FIN'CL AUTO			44,770.62	**44,770.62**
42152	COMM	36266FAC3	GMALT 3.42% MAT	Redemption	12/20/2023	GM FIN'CL AUTO		1,990,579.22		**1,990,579.22**
43090	COMM	89239MAC1	TLOT 4.93% MAT	Interest	12/20/2023	TOYOTA LEASE			90,383.33	**90,383.33**
43090	COMM	89239MAC1	TLOT 4.93% MAT	Redemption	12/20/2023	TOYOTA LEASE		744,340.86		**744,340.86**
43120	COMM	92348KBL6	VZMT 4.89% MAT	Interest	12/20/2023	VERIZON MASTER			163,000.00	**163,000.00**
43120	COMM	92348KBL6	VZMT 4.89% MAT	Redemption	12/20/2023	VERIZON MASTER		730,485.86		**730,485.86**
43248	COMM	92867WAB4	VALET 5.5% MAT	Interest	12/20/2023	VOLKSWAGEN			78,374.99	**78,374.99**
43248	COMM	92867WAB4	VALET 5.5% MAT	Redemption	12/20/2023	VOLKSWAGEN		200,255.72		**200,255.72**
43336	COMM	88167PAC2	TESLA 5.89% MAT	Interest	12/20/2023	TESLA AUTO LEASE			19,633.33	**19,633.33**
43336	COMM	88167PAC2	TESLA 5.89% MAT	Redemption	12/20/2023	TESLA AUTO LEASE		118,990.03		**118,990.03**
43457	COMM	92867UAB8	VWALT 5.87% MAT	Interest	12/20/2023	VOLKSWAGEN			158,856.89	**158,856.89**
43457	COMM	92867UAB8	VWALT 5.87% MAT	Redemption	12/20/2023	VOLKSWAGEN		1,189,928.73		**1,189,928.73**
		Totals for 12/20/2023					**499,926,708.32**	**509,849,611.27**	**1,013,383.10**	**10,936,286.05**
43710	COMM	16536JZN0	CHES DISC NOTE	Purchase	12/21/2023	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
43712	COMM	313384QV4	FHLB DISC NOTE	Purchase	12/21/2023	FHLB NOTES	249,963,611.10			**-249,963,611.10**
43704	COMM	3134H1MK6	FEDERAL HOME LN	Purchase	12/21/2023	FHLMC NOTES	30,000,000.00			**-30,000,000.00**
43709	COMM	5148X1ZN6	LANDES DISC NOTE	Purchase	12/21/2023	LANDES	124,981,562.50			**-124,981,562.50**
43711	COMM	63873KZN0	NATXNY DISC NOTE	Purchase	12/21/2023	NATIXIS NY	49,992,638.89			**-49,992,638.89**
43705	COMM	5148X1ZM8	LANDES DISC NOTE	Redemption	12/21/2023	LANDES		125,000,000.00		**125,000,000.00**
43706	COMM	16536JZM2	CHES DISC NOTE	Redemption	12/21/2023	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43707	COMM	63873KZM2	NATXNY DISC NOTE	Redemption	12/21/2023	NATIXIS NY		50,000,000.00		**50,000,000.00**
43708	COMM	313384QU6	FHLB DISC NOTE	Redemption	12/21/2023	FHLB NOTES		250,000,000.00		**250,000,000.00**
40965	COMM	43813GAC5	HAROT 0.27% MAT	Interest	12/21/2023	HONDA AUTO			533.43	**533.43**
40965	COMM	43813GAC5	HAROT 0.27% MAT	Redemption	12/21/2023	HONDA AUTO		416,661.00		**416,661.00**
41554	COMM	43815GAC3	HAROT 0.88% MAT	Interest	12/21/2023	HONDA AUTO			7,678.40	**7,678.40**
41554	COMM	43815GAC3	HAROT 0.88% MAT	Redemption	12/21/2023	HONDA AUTO		718,812.56		**718,812.56**
42950	COMM	43815JAC7	HAROT 5.04% MAT	Interest	12/21/2023	HONDA AUTO			54,600.00	**54,600.00**
42950	COMM	43815JAC7	HAROT 5.04% MAT	Redemption	12/21/2023	HONDA AUTO		312,539.94		**312,539.94**
43617	COMM	438123AB7	HAROT 5.87% MAT	Interest	12/21/2023	HONDA AUTO			203,330.28	**203,330.28**
43617	COMM	438123AB7	HAROT 5.87% MAT	Redemption	12/21/2023	HONDA AUTO		844,013.26		**844,013.26**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
		Totals for 12/21/2023					**529,926,708.32**	**502,292,026.76**	**266,142.11**	**-27,368,539.45**
43714	COMM	16536JZS9	CHES DISC NOTE	Purchase	12/22/2023	CHESHAM FINANCE	74,955,583.33			**-74,955,583.33**
43716	COMM	313384QZ5	FHLB DISC NOTE	Purchase	12/22/2023	FHLB NOTES	249,853,888.90			**-249,853,888.90**
43713	COMM	5148X1ZS5	LANDES DISC NOTE	Purchase	12/22/2023	LANDES	124,926,250.00			**-124,926,250.00**
43715	COMM	63873KZS9	NATXNY DISC NOTE	Purchase	12/22/2023	NATIXIS NY	49,970,555.56			**-49,970,555.56**
43709	COMM	5148X1ZN6	LANDES DISC NOTE	Redemption	12/22/2023	LANDES		125,000,000.00		**125,000,000.00**
43710	COMM	16536JZN0	CHES DISC NOTE	Redemption	12/22/2023	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43711	COMM	63873KZN0	NATXNY DISC NOTE	Redemption	12/22/2023	NATIXIS NY		50,000,000.00		**50,000,000.00**
43712	COMM	313384QV4	FHLB DISC NOTE	Redemption	12/22/2023	FHLB NOTES		250,000,000.00		**250,000,000.00**
41695	COMM	3133ENJC5	FFCB 1.29% MAT	Interest	12/22/2023	FFCB NOTES			77,400.00	**77,400.00**
41696	COMM	3133ENJC5	FFCB 1.29% MAT	Interest	12/22/2023	FFCB NOTES			77,400.00	**77,400.00**
		Totals for 12/22/2023					**499,706,277.79**	**500,000,000.00**	**154,800.00**	**448,522.21**
43718	COMM	16536JZT7	CHES DISC NOTE	Purchase	12/26/2023	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
43720	COMM	313384RA9	FHLB DISC NOTE	Purchase	12/26/2023	FHLB NOTES	249,963,333.35			**-249,963,333.35**
43717	COMM	5148X1ZT3	LANDES DISC NOTE	Purchase	12/26/2023	LANDES	124,981,562.50			**-124,981,562.50**
43719	COMM	63873KZT7	NATXNY DISC NOTE	Purchase	12/26/2023	NATIXIS NY	49,992,638.89			**-49,992,638.89**
41112	COMM	3133EMXV9	FFCB FLOAT MAT	Redemption	12/26/2023	FFCB NOTES		35,000,000.00		**35,000,000.00**
41112	COMM	3133EMXV9	FFCB FLOAT MAT	Cap G/L	12/26/2023	FFCB NOTES		4,484.90		**4,484.90**
43713	COMM	5148X1ZS5	LANDES DISC NOTE	Redemption	12/26/2023	LANDES		125,000,000.00		**125,000,000.00**
43714	COMM	16536JZS9	CHES DISC NOTE	Redemption	12/26/2023	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43715	COMM	63873KZS9	NATXNY DISC NOTE	Redemption	12/26/2023	NATIXIS NY		50,000,000.00		**50,000,000.00**
43716	COMM	313384QZ5	FHLB DISC NOTE	Redemption	12/26/2023	FHLB NOTES		250,000,000.00		**250,000,000.00**
40870	COMM	3133EMLP5	FEDERAL FARM CR	Interest	12/26/2023	FFCB NOTES			24,000.00	**24,000.00**
41112	COMM	3133EMXV9	FFCB FLOAT MAT	Interest	12/26/2023	FFCB NOTES			303,518.06	**303,518.06**
42109	COMM	3134GXHX5	FEDERAL HOME LN	Interest	12/26/2023	FHLMC NOTES			63,750.00	**63,750.00**
43110	COMM	141781CA0	CARGILL INC, SR	Interest	12/26/2023	CARGILL INC			225,000.00	**225,000.00**
43118	COMM	141781CA0	CARGILL INC, SR	Interest	12/26/2023	CARGILL INC			626,625.00	**626,625.00**
39654	COMM	3137BP4J5	FNMAM 2.446% MAT	Interest	12/26/2023	FHLMC			18,134.34	**18,134.34**
39654	COMM	3137BP4J5	FNMAM 2.446% MAT	Redemption	12/26/2023	FHLMC		309,097.92		**309,097.92**
40390	COMM	3137BHCY1	FHLMCM 2.811%	Interest	12/26/2023	FHLMC			20,151.53	**20,151.53**
40390	COMM	3137BHCY1	FHLMCM 2.811%	Redemption	12/26/2023	FHLMC		16,783.88		**16,783.88**
40511	COMM	3136AXVB8	FNMAM 2.646% MAT	Interest	12/26/2023	FNMA			18,530.94	**18,530.94**
40511	COMM	3136AXVB8	FNMAM 2.646% MAT	Redemption	12/26/2023	FNMA		4,473.83		**4,473.83**
40526	COMM	3137BSP64	FHLMCM 2.34% MAT	Interest	12/26/2023	FHLMC			19,068.14	**19,068.14**
40526	COMM	3137BSP64	FHLMCM 2.34% MAT	Redemption	12/26/2023	FHLMC		257,696.00		**257,696.00**
40539	COMM	3137BKGH7	FHLMCM 2.712%	Interest	12/26/2023	FHLMC			2,927.09	**2,927.09**
40539	COMM	3137BKGH7	FHLMCM 2.712%	Redemption	12/26/2023	FHLMC		132,154.46		**132,154.46**
40541	COMM	3138L7CU8	FNMAM 2.95% MAT	Interest	12/26/2023	FNMA			45,166.03	**45,166.03**
40541	COMM	3138L7CU8	FNMAM 2.95% MAT	Redemption	12/26/2023	FNMA		43,822.76		**43,822.76**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
40630	COMM	3138LJWY2	FHLMCM 2.8% MAT	Interest	12/26/2023	FHLMC			29,158.96	**29,158.96**
40630	COMM	3138LJWY2	FHLMCM 2.8% MAT	Redemption	12/26/2023	FHLMC		25,796.37		**25,796.37**
40638	COMM	3137BYLE8	FHLMCM 2.7% MAT	Interest	12/26/2023	FHLMC			14,962.50	**14,962.50**
40638	COMM	3137BYLE8	FHLMCM 2.7% MAT	Redemption	12/26/2023	FHLMC		329,287.89		**329,287.89**
40743	COMM	3136AY6S7	FNMAM FRN MAT	Interest	12/26/2023	FNMA			24,514.05	**24,514.05**
40743	COMM	3136AY6S7	FNMAM FRN MAT	Redemption	12/26/2023	FNMA		4,013.00		**4,013.00**
40784	COMM	3137F72W4	FHLMCM 0.39025%	Interest	12/26/2023	FHLMC			9,202.72	**9,202.72**
40784	COMM	3137F72W4	FHLMCM 0.39025%	Redemption	12/26/2023	FHLMC		958.80		**958.80**
40812	COMM	3132XFFH6	FHLMCM 0.77% MAT	Interest	12/26/2023	FHLMC			28,875.00	**28,875.00**
40812	COMM	3132XFFH6	FHLMCM 0.77% MAT	Redemption	12/26/2023	FHLMC		2,180,084.67		**2,180,084.67**
40905	COMM	3138LEC33	FNMAM 2.38% MAT	Interest	12/26/2023	FNMA			19,018.16	**19,018.16**
40905	COMM	3138LEC33	FNMAM 2.38% MAT	Redemption	12/26/2023	FNMA		15,890.00		**15,890.00**
40976	COMM	3137FATE8	FHLMCM 2.982%	Interest	12/26/2023	FHLMC			74,550.00	**74,550.00**
40976	COMM	3137FATE8	FHLMCM 2.982%	Redemption	12/26/2023	FHLMC		3,355,423.75		**3,355,423.75**
40983	COMM	3137FF3W5	FHLMCM 0.602%	Interest	12/26/2023	FHLMC			1,711.27	**1,711.27**
40983	COMM	3137FF3W5	FHLMCM 0.602%	Redemption	12/26/2023	FHLMC		55,509.97		**55,509.97**
41026	COMM	3137BVYN0	FHLMCM 3.035%	Interest	12/26/2023	FHLMC			2,297.02	**2,297.02**
41026	COMM	3137BVYN0	FHLMCM 3.035%	Redemption	12/26/2023	FHLMC		908,209.94		**908,209.94**
41131	COMM	3137BYLE8	FHLMCM 2.7% MAT	Interest	12/26/2023	FHLMC			11,250.00	**11,250.00**
41131	COMM	3137BYLE8	FHLMCM 2.7% MAT	Redemption	12/26/2023	FHLMC				**0.00**
41133	COMM	3137FYZG4	FHLMCM 0.861%	Interest	12/26/2023	FHLMC			4,951.15	**4,951.15**
41133	COMM	3137FYZG4	FHLMCM 0.861%	Redemption	12/26/2023	FHLMC		11,231.50		**11,231.50**
41164	COMM	3137FPJ55	FHLMCM 2.606%	Interest	12/26/2023	FHLMC			35,015.25	**35,015.25**
41164	COMM	3137FPJ55	FHLMCM 2.606%	Redemption	12/26/2023	FHLMC		20,764.17		**20,764.17**
41192	COMM	3137FBAB2	FHLMCM 3.038%	Interest	12/26/2023	FHLMC			19,223.37	**19,223.37**
41192	COMM	3137FBAB2	FHLMCM 3.038%	Redemption	12/26/2023	FHLMC		165,355.00		**165,355.00**
41222	COMM	3137H14A1	FHLMCM 0.854%	Interest	12/26/2023	FHLMC			12,550.45	**12,550.45**
41222	COMM	3137H14A1	FHLMCM 0.854%	Redemption	12/26/2023	FHLMC		205,775.45		**205,775.45**
41228	COMM	3136AUG21	FNMAM 2.49552%	Interest	12/26/2023	FNMA			36,962.22	**36,962.22**
41228	COMM	3136AUG21	FNMAM 2.49552%	Redemption	12/26/2023	FNMA		28,121.50		**28,121.50**
41319	COMM	3132XFD47	FHLMCM 2.1% MAT	Interest	12/26/2023	FHLMC			26,250.00	**26,250.00**
41319	COMM	3132XFD47	FHLMCM 2.1% MAT	Redemption	12/26/2023	FHLMC		501,569.35		**501,569.35**
41368	COMM	09690AAD5	BMWLT 0.43% MAT	Interest	12/26/2023	BMW VEHICLE			9,316.66	**9,316.66**
41368	COMM	09690AAD5	BMWLT 0.43% MAT	Redemption	12/26/2023	BMW VEHICLE		6,654,512.75		**6,654,512.75**
41491	COMM	3138LNKZ3	FNMAM 3.44% MAT	Interest	12/26/2023	FNMA			7,323.00	**7,323.00**
41491	COMM	3138LNKZ3	FNMAM 3.44% MAT	Redemption	12/26/2023	FNMA		3,997.97		**3,997.97**
41524	COMM	3133LJAN1	FHLM 1.5% MAT	Interest	12/26/2023	FHLMC SINGLE			14,000.04	**14,000.04**
41524	COMM	3133LJAN1	FHLM 1.5% MAT	Redemption	12/26/2023	FHLMC SINGLE		166,327.53		**166,327.53**
41525	COMM	3140QMQJ6	FNMAP 1.5% MAT	Interest	12/26/2023	FNMA SINGLE			12,911.39	**12,911.39**
41525	COMM	3140QMQJ6	FNMAP 1.5% MAT	Redemption	12/26/2023	FNMA SINGLE		185,301.90		**185,301.90**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
41526	COMM	3140XDHF6	FNMAP 1.5% MAT	Interest	12/26/2023	FNMA SINGLE			23,158.67	**23,158.67**
41526	COMM	3140XDHF6	FNMAP 1.5% MAT	Redemption	12/26/2023	FNMA SINGLE		272,644.48		**272,644.48**
41675	COMM	3133LPUA3	FHLMC 1.5% MAT	Interest	12/26/2023	FHLMC SINGLE			20,602.61	**20,602.61**
41675	COMM	3133LPUA3	FHLMC 1.5% MAT	Redemption	12/26/2023	FHLMC SINGLE		206,149.02		**206,149.02**
41676	COMM	31418EAD2	FNMAP 1.5% MAT	Interest	12/26/2023	FNMA SINGLE			18,211.04	**18,211.04**
41676	COMM	31418EAD2	FNMAP 1.5% MAT	Redemption	12/26/2023	FNMA SINGLE		203,852.00		**203,852.00**
41765	COMM	05601XAC3	BMW VEHICLE	Interest	12/26/2023	BMW VEHICLE			5,282.21	**5,282.21**
41765	COMM	05601XAC3	BMW VEHICLE	Redemption	12/26/2023	BMW VEHICLE		1,537,358.00		**1,537,358.00**
41791	COMM	3137FQ3Y7	FHLMCM 2.19% MAT	Interest	12/26/2023	FHLMC			33,708.11	**33,708.11**
41791	COMM	3137FQ3Y7	FHLMCM 2.19% MAT	Redemption	12/26/2023	FHLMC		83,996.74		**83,996.74**
41803	COMM	3137BEVH4	FHLMC REMIC	Interest	12/26/2023	FHLMC			34,705.70	**34,705.70**
41803	COMM	3137BEVH4	FHLMC REMIC	Redemption	12/26/2023	FHLMC		1,263,431.83		**1,263,431.83**
41854	COMM	3138LDLP6	FNMAM 2.75% MAT	Interest	12/26/2023	FNMA			24,041.66	**24,041.66**
41854	COMM	3138LDLP6	FNMAM 2.75% MAT	Redemption	12/26/2023	FNMA		17,812.52		**17,812.52**
41892	COMM	3137H6LT0	FHLMCM 1.946%	Interest	12/26/2023	FHLMC			37,112.03	**37,112.03**
41892	COMM	3137H6LT0	FHLMCM 1.946%	Redemption	12/26/2023	FHLMC		67,647.04		**67,647.04**
42039	COMM	3138LCT54	FNMAM 3.1% MAT	Interest	12/26/2023	FNMA			90,416.67	**90,416.67**
42039	COMM	3138LCT54	FNMAM 3.1% MAT	Redemption	12/26/2023	FNMA		1,484,797.34		**1,484,797.34**
42046	COMM	3137H73W1	FHLMCM 2.75% MAT	Interest	12/26/2023	FHLMC			41,861.64	**41,861.64**
42046	COMM	3137H73W1	FHLMCM 2.75% MAT	Redemption	12/26/2023	FHLMC		34,751.64		**34,751.64**
42093	COMM	3137F1G44	FHLMCM 3.243%	Interest	12/26/2023	FHLMC			94,587.50	**94,587.50**
42093	COMM	3137F1G44	FHLMCM 3.243%	Redemption	12/26/2023	FHLMC		972,935.48		**972,935.48**
42099	COMM	3137BXQY1	FHLMCM 3.224%	Interest	12/26/2023	FHLMC			107,466.68	**107,466.68**
42099	COMM	3137BXQY1	FHLMCM 3.224%	Redemption	12/26/2023	FHLMC		1,133,577.40		**1,133,577.40**
42110	COMM	3137F2LJ3	FHLMCM 3.117%	Interest	12/26/2023	FHLMC			90,912.50	**90,912.50**
42110	COMM	3137F2LJ3	FHLMCM 3.117%	Redemption	12/26/2023	FHLMC		927,163.91		**927,163.91**
42111	COMM	3138LDYK3	FNMA 2.55% MAT	Interest	12/26/2023	FNMA NOTES			81,350.20	**81,350.20**
42111	COMM	3138LDYK3	FNMA 2.55% MAT	Redemption	12/26/2023	FNMA NOTES		89,154.45		**89,154.45**
42112	COMM	3138LFUJ5	FNMAM 2.47% MAT	Interest	12/26/2023	FNMA			41,166.67	**41,166.67**
42112	COMM	3138LFUJ5	FNMAM 2.47% MAT	Redemption	12/26/2023	FNMA		635,206.73		**635,206.73**
42115	WK	3137F2LJ3	FHLMCM 3.117%	Interest	12/26/2023	FHLMC			2,597.50	**2,597.50**
42115	WK	3137F2LJ3	FHLMCM 3.117%	Redemption	12/26/2023	FHLMC				**0.00**
42120	COMM	3136AK2F9	FNMAM 3.39768%	Interest	12/26/2023	FNMA			105,813.95	**105,813.95**
42120	COMM	3136AK2F9	FNMAM 3.39768%	Redemption	12/26/2023	FNMA		73,192.47		**73,192.47**
42133	COMM	3138LD5W9	FNMAM 2.625% MAT	Interest	12/26/2023	FNMA			32,812.50	**32,812.50**
42133	COMM	3138LD5W9	FNMAM 2.625% MAT	Redemption	12/26/2023	FNMA		530,022.05		**530,022.05**
42137	COMM	3138LD5W9	FNMAM 2.625% MAT	Interest	12/26/2023	FNMA			32,812.50	**32,812.50**
42137	COMM	3138LD5W9	FNMAM 2.625% MAT	Redemption	12/26/2023	FNMA				**0.00**
42150	COMM	3137F1G44	FHLMCM 3.243%	Interest	12/26/2023	FHLMC			54,050.00	**54,050.00**
42150	COMM	3137F1G44	FHLMCM 3.243%	Redemption	12/26/2023	FHLMC				**0.00**

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42151	COMM	3138LEC82	FNMAM 2.57% MAT	Interest	12/26/2023	FNMA			42,833.33	**42,833.33**
42151	COMM	3138LEC82	FNMAM 2.57% MAT	Redemption	12/26/2023	FNMA		686,971.95		**686,971.95**
42183	COMM	05602RAD3	BMWOT 3.21% MAT	Interest	12/26/2023	BMW VEHICLE			37,450.00	**37,450.00**
42183	COMM	05602RAD3	BMWOT 3.21% MAT	Redemption	12/26/2023	BMW VEHICLE		331,985.75		**331,985.75**
42187	COMM	3137F4CY6	FHLMCM 2.92% MAT	Interest	12/26/2023	FHLMC			51,816.05	**51,816.05**
42187	COMM	3137F4CY6	FHLMCM 2.92% MAT	Redemption	12/26/2023	FHLMC		10,982.00		**10,982.00**
42188	COMM	3140HV6S8	FNMAM 2.19% MAT	Interest	12/26/2023	FNMA			54,750.00	**54,750.00**
42188	COMM	3140HV6S8	FNMAM 2.19% MAT	Redemption	12/26/2023	FNMA		923,956.45		**923,956.45**
42205	COMM	3137FMD25	FHLMCM 2.875%	Interest	12/26/2023	FHLMC			47,772.91	**47,772.91**
42205	COMM	3137FMD25	FHLMCM 2.875%	Redemption	12/26/2023	FHLMC		735,322.51		**735,322.51**
42233	WK	3137BRQK4	FHLMCM 2.624%	Interest	12/26/2023	FHLMC			4,373.33	**4,373.33**
42233	WK	3137BRQK4	FHLMCM 2.624%	Redemption	12/26/2023	FHLMC		65,575.70		**65,575.70**
42234	COMM	3138LD5W9	FNMAM 2.625% MAT	Interest	12/26/2023	FNMA			17,500.00	**17,500.00**
42234	COMM	3138LD5W9	FNMAM 2.625% MAT	Redemption	12/26/2023	FNMA				**0.00**
42757	COMM	3137FBAJ5	FHLMCM 3.281%	Interest	12/26/2023	FHLMC			29,255.59	**29,255.59**
42757	COMM	3137FBAJ5	FHLMCM 3.281%	Redemption	12/26/2023	FHLMC		260,929.12		**260,929.12**
42758	COMM	3138L5FA3	FNMAM 3.765% MAT	Interest	12/26/2023	FNMA			27,947.95	**27,947.95**
42758	COMM	3138L5FA3	FNMAM 3.765% MAT	Redemption	12/26/2023	FNMA		15,830.97		**15,830.97**
42764	COMM	3137BYLD0	FHLMCM 3.288%	Interest	12/26/2023	FHLMC			54,800.00	**54,800.00**
42764	COMM	3137BYLD0	FHLMCM 3.288%	Redemption	12/26/2023	FHLMC		552,338.74		**552,338.74**
42786	COMM	3137F4X23	FHLMCM 3.6% MAT	Interest	12/26/2023	FHLMC			21,900.00	**21,900.00**
42786	COMM	3137F4X23	FHLMCM 3.6% MAT	Redemption	12/26/2023	FHLMC		469,927.56		**469,927.56**
42878	COMM	3138LCT54-A	FNMAM 3.1% MAT	Interest	12/26/2023	FNMA			25,833.33	**25,833.33**
42878	COMM	3138LCT54-A	FNMAM 3.1% MAT	Redemption	12/26/2023	FNMA		410,187.96		**410,187.96**
42910	COMM	3138LECC3	FNMA 2.42% MAT	Interest	12/26/2023	FNMA NOTES			80,666.67	**80,666.67**
42910	COMM	3138LECC3	FNMA 2.42% MAT	Redemption	12/26/2023	FNMA NOTES		1,333,970.14		**1,333,970.14**
42927	COMM	05593AAC3	BMWLT 5.16% MAT	Interest	12/26/2023	BMW VEHICLE			22,575.00	**22,575.00**
42927	COMM	05593AAC3	BMWLT 5.16% MAT	Redemption	12/26/2023	BMW VEHICLE		216,602.16		**216,602.16**
42931	COMM	3132CW3F9	FHLMC 2.% MAT	Interest	12/26/2023	FHLMC NOTES			49,827.28	**49,827.28**
42931	COMM	3132CW3F9	FHLMC 2.% MAT	Redemption	12/26/2023	FHLMC NOTES		964,828.83		**964,828.83**
42949	COMM	3132XGQ74	FHLMCM 3.7% MAT	Interest	12/26/2023	FHLMC			138,750.00	**138,750.00**
42949	COMM	3132XGQ74	FHLMCM 3.7% MAT	Redemption	12/26/2023	FHLMC		58,828.95		**58,828.95**
43042	COMM	3136AMMF3	FNMAM 3.01111%	Interest	12/26/2023	FNMA			47,328.62	**47,328.62**
43042	COMM	3136AMMF3	FNMAM 3.01111%	Redemption	12/26/2023	FNMA		35,669.06		**35,669.06**
43054	COMM	3137FEZT0	FHLMCM 3.725%	Interest	12/26/2023	FHLMC			91,820.35	**91,820.35**
43054	COMM	3137FEZT0	FHLMCM 3.725%	Redemption	12/26/2023	FHLMC		559,930.41		**559,930.41**
43080	COMM	3132XFLM8	FHLMCM 4.3% MAT	Interest	12/26/2023	FHLMC			111,656.67	**111,656.67**
43080	COMM	3132XFLM8	FHLMCM 4.3% MAT	Redemption	12/26/2023	FHLMC		598,837.00		**598,837.00**
43098	COMM	3140LJKS4	FNMAM 4.54% MAT	Interest	12/26/2023	FNMA			88,072.22	**88,072.22**
43098	COMM	3140LJKS4	FNMAM 4.54% MAT	Redemption	12/26/2023	FNMA		465,847.36		**465,847.36**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
43105	COMM	30322KAE3	FREDM 0.88% MAT	Interest	12/26/2023	FREDDIE MAC			20,309.55	**20,309.55**
43105	COMM	30322KAE3	FREDM 0.88% MAT	Redemption	12/26/2023	FREDDIE MAC		1,436,998.71		**1,436,998.71**
43145	COMM	3140LJJN7	FNMAM 4.385% MAT	Interest	12/26/2023	FNMA			112,299.85	**112,299.85**
43145	COMM	3140LJJN7	FNMAM 4.385% MAT	Redemption	12/26/2023	FNMA		615,171.61		**615,171.61**
43162	COMM	3140LHFC9	FNMAM 3.53% MAT	Interest	12/26/2023	FNMA			73,541.67	**73,541.67**
43162	COMM	3140LHFC9	FNMAM 3.53% MAT	Redemption	12/26/2023	FNMA		557,587.29		**557,587.29**
43200	COMM	3140LJS23	FNMAM 4.17% MAT	Interest	12/26/2023	FNMA			86,875.00	**86,875.00**
43200	COMM	3140LJS23	FNMAM 4.17% MAT	Redemption	12/26/2023	FNMA		483,214.14		**483,214.14**
43243	COMM	3137FHQ22	FHLMCM 3.37% MAT	Interest	12/26/2023	FHLMC			36,664.44	**36,664.44**
43243	COMM	3137FHQ22	FHLMCM 3.37% MAT	Redemption	12/26/2023	FHLMC		14,286.89		**14,286.89**
43268	COMM	3140LJX68	FNMAM 4.225% MAT	Interest	12/26/2023	FNMA			82,711.42	**82,711.42**
43268	COMM	3140LJX68	FNMAM 4.225% MAT	Redemption	12/26/2023	FNMA		406,943.65		**406,943.65**
43391	COMM	3137FJXQ7	FHLMCM 3.75% MAT	Interest	12/26/2023	FHLMC			77,656.08	**77,656.08**
43391	COMM	3137FJXQ7	FHLMCM 3.75% MAT	Redemption	12/26/2023	FHLMC		13,468.75		**13,468.75**
43504	COMM	055979AB4	BMWLT 5.95% MAT	Interest	12/26/2023	BMW VEHICLE			74,375.00	**74,375.00**
43504	COMM	055979AB4	BMWLT 5.95% MAT	Redemption	12/26/2023	BMW VEHICLE		684,255.26		**684,255.26**
43563	COMM	3140LLCB5	FNMAM 4.62% MAT	Interest	12/26/2023	FNMA			86,728.95	**86,728.95**
43563	COMM	3140LLCB5	FNMAM 4.62% MAT	Redemption	12/26/2023	FNMA		363,468.96		**363,468.96**
43597	COMM	3132XGW51	FHLMCM 4.21% MAT	Interest	12/26/2023	FHLMC			52,056.65	**52,056.65**
43597	COMM	3132XGW51	FHLMCM 4.21% MAT	Redemption	12/26/2023	FHLMC		229,719.06		**229,719.06**
43629	COMM	3132XGVS2	FREDM 5.1% MAT	Interest	12/26/2023	FREDDIE MAC			115,923.00	**115,923.00**
43629	COMM	3132XGVS2	FREDM 5.1% MAT	Redemption	12/26/2023	FREDDIE MAC		446,518.18		**446,518.18**
43629	COMM	3132XGVS2	FREDM 5.1% MAT	Interest	12/26/2023	FREDDIE MAC			-57,961.50	**-57,961.50**
43629	COMM	3132XGVS2	FREDM 5.1% MAT	Redemption	12/26/2023	FREDDIE MAC				**0.00**
		Totals for 12/26/2023					**499,926,430.57**	**574,070,493.48**	**4,541,694.09**	**78,685,757.00**
43722	COMM	16536JZU4	CHES DISC NOTE	Purchase	12/27/2023	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
43724	COMM	313384RB7	FHLB DISC NOTE	Purchase	12/27/2023	FHLB NOTES	249,963,333.35			**-249,963,333.35**
43721	COMM	5148X1ZU0	LANDES DISC NOTE	Purchase	12/27/2023	LANDES	124,981,562.50			**-124,981,562.50**
43723	COMM	63873KZU4	NATXNY DISC NOTE	Purchase	12/27/2023	NATIXIS NY	49,992,638.89			**-49,992,638.89**
40696	COMM	3130AKEA0	FHLB FLOAT MAT	Redemption	12/27/2023	FHLB NOTES		50,000,000.00		**50,000,000.00**
40696	COMM	3130AKEA0	FHLB FLOAT MAT	Cap G/L	12/27/2023	FHLB NOTES		37,424.00		**37,424.00**
40697	COMM	3130AKEA0	FHLB FLOAT MAT	Redemption	12/27/2023	FHLB NOTES		10,000,000.00		**10,000,000.00**
40697	COMM	3130AKEA0	FHLB FLOAT MAT	Cap G/L	12/27/2023	FHLB NOTES		7,484.80		**7,484.80**
41705	COMM	3133ENJQ4	FFCB FLOAT MAT	Redemption	12/27/2023	FFCB NOTES		20,000,000.00		**20,000,000.00**
43717	COMM	5148X1ZT3	LANDES DISC NOTE	Redemption	12/27/2023	LANDES		125,000,000.00		**125,000,000.00**
43718	COMM	16536JZT7	CHES DISC NOTE	Redemption	12/27/2023	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43719	COMM	63873KZT7	NATXNY DISC NOTE	Redemption	12/27/2023	NATIXIS NY		50,000,000.00		**50,000,000.00**
43720	COMM	313384RA9	FHLB DISC NOTE	Redemption	12/27/2023	FHLB NOTES		250,000,000.00		**250,000,000.00**
40696	COMM	3130AKEA0	FHLB FLOAT MAT	Interest	12/27/2023	FHLB NOTES			452,347.22	**452,347.22**
40697	COMM	3130AKEA0	FHLB FLOAT MAT	Interest	12/27/2023	FHLB NOTES			90,469.44	**90,469.44**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
41705	COMM	3133ENJQ4	FFCB FLOAT MAT	Interest	12/27/2023	FFCB NOTES			271,877.78	**271,877.78**
		Totals for 12/27/2023					**499,926,430.57**	**580,044,908.80**	**814,694.44**	**80,933,172.67**
43726	COMM	16536JZV2	CHES DISC NOTE	Purchase	12/28/2023	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
43728	COMM	313384RC5	FHLB DISC NOTE	Purchase	12/28/2023	FHLB NOTES	249,963,611.10			**-249,963,611.10**
43725	COMM	5148X1ZV8	LANDES DISC NOTE	Purchase	12/28/2023	LANDES	124,981,562.50			**-124,981,562.50**
43727	COMM	63873KZV2	NATXNY DISC NOTE	Purchase	12/28/2023	NATIXIS NY	49,992,638.89			**-49,992,638.89**
40461	COMM	SYS40461	DGCXX 0.%	Purchase	12/28/2023	DREYFUS	100,000,000.00			**-100,000,000.00**
43721	COMM	5148X1ZU0	LANDES DISC NOTE	Redemption	12/28/2023	LANDES		125,000,000.00		**125,000,000.00**
43722	COMM	16536JZU4	CHES DISC NOTE	Redemption	12/28/2023	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43723	COMM	63873KZU4	NATXNY DISC NOTE	Redemption	12/28/2023	NATIXIS NY		50,000,000.00		**50,000,000.00**
43724	COMM	313384RB7	FHLB DISC NOTE	Redemption	12/28/2023	FHLB NOTES		250,000,000.00		**250,000,000.00**
41933	COMM	3130AMU67	FEDERAL HOME	Interest	12/28/2023	FHLB NOTES			30,000.00	**30,000.00**
41934	COMM	3130AMU67	FEDERAL HOME	Interest	12/28/2023	FHLB NOTES			30,000.00	**30,000.00**
42817	COMM	3134GY7D8	FEDERAL HOME LN	Interest	12/28/2023	FHLMC NOTES			1,136,250.00	**1,136,250.00**
42818	COMM	3134GY7D8	FEDERAL HOME LN	Interest	12/28/2023	FHLMC NOTES			176,750.00	**176,750.00**
		Totals for 12/28/2023					**599,926,708.32**	**500,000,000.00**	**1,373,000.00**	**-98,553,708.32**
43730	COMM	16536HA27	CHES DISC NOTE	Purchase	12/29/2023	CHESHAM FINANCE	74,955,583.33			**-74,955,583.33**
43731	COMM	313384RG6	FHLB DISC NOTE	Purchase	12/29/2023	FHLB NOTES	249,855,555.55			**-249,855,555.55**
43729	COMM	5148X0A21	LANDES DISC NOTE	Purchase	12/29/2023	LANDES	124,926,250.00			**-124,926,250.00**
42819	COMM	3134GY7C0	FEDERAL HOME LN	Redemption	12/29/2023	FHLMC NOTES		8,450,000.00		**8,450,000.00**
43725	COMM	5148X1ZV8	LANDES DISC NOTE	Redemption	12/29/2023	LANDES		125,000,000.00		**125,000,000.00**
43726	COMM	16536JZV2	CHES DISC NOTE	Redemption	12/29/2023	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43727	COMM	63873KZV2	NATXNY DISC NOTE	Redemption	12/29/2023	NATIXIS NY		50,000,000.00		**50,000,000.00**
43728	COMM	313384RC5	FHLB DISC NOTE	Redemption	12/29/2023	FHLB NOTES		250,000,000.00		**250,000,000.00**
42819	COMM	3134GY7C0	FEDERAL HOME LN	Interest	12/29/2023	FHLMC NOTES			211,672.50	**211,672.50**
		Totals for 12/29/2023					**449,737,388.88**	**508,450,000.00**	**211,672.50**	**58,924,283.62**
40155	COMM	9128286Z8	UNITED STATES	Interest	01/02/2024	U.S. TREASURY			262,500.00	**262,500.00**
40522	COMM	3136G4XZ1	FEDERAL NATL MTG	Interest	01/02/2024	FNMA NOTES			55,500.00	**55,500.00**
40523	COMM	3136G4XZ1	FEDERAL NATL MTG	Interest	01/02/2024	FNMA NOTES			18,500.00	**18,500.00**
41016	COMM	912828ZW3	UNITED STATES	Interest	01/02/2024	U.S. TREASURY			31,250.00	**31,250.00**
41062	COMM	912828ZW3	UNITED STATES	Interest	01/02/2024	U.S. TREASURY			50,000.00	**50,000.00**
41496	COMM	9128287B0	UNITED STATES	Interest	01/02/2024	U.S. TREASURY			234,375.00	**234,375.00**
41716	COMM	3130AQDY6	FEDERAL HOME	Interest	01/02/2024	FHLB NOTES			80,200.00	**80,200.00**
42104	COMM	9128287B0	UNITED STATES	Interest	01/02/2024	U.S. TREASURY			328,125.00	**328,125.00**
42345	COMM	59217GFB0	MET LI 4.4% MAT	Interest	01/02/2024	MET LIFE GLOBAL			330,000.00	**330,000.00**
		Totals for 01/02/2024							**1,390,450.00**	**1,390,450.00**
		Grand Total					**21,304,020,729.**	**19,239,561,189.**	**57,500,796.66**	**-2,006,958,742.**

13.09

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: April 26, 2024

Subject: **Resolution NO. 50-23/24**
Approval of District's Annual Authorized Signatures to be Submitted to the Santa Clara County Office of Education (SCCOE)

Staff Analysis: To update authorized signatures to carry out district business matters.

Recommendation: Staff recommends the Board of Trustees approve Resolution NO. 50-23/24 Annual Authorized Signatures to be submitted to the SCCOE.

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

To the Board of Trustees:

Recommend Approval

13.09
Agenda Placement

Meeting: May 9, 2024
Regular Board Meeting

Imee Almazan, Ed.D., Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

AUTHORIZED SIGNATURES
RESOLUTION NO. 50 – 23/24

BOARD OF TRUSTEES

WHEREAS, Education Code Section 42641 provides that the Board of Trustees may issue payroll orders to be drawn for the payment of salaries and wages of employees; and

WHEREAS, Education Section 42633 requires the Board of Trustees to file with the County Superintendent of Schools verified signatures of all persons authorized to sign orders in its name.

NOW, THEREFORE, BE IT RESOLVED that the

Alum Rock Union Elementary School District's Board of Trustees authorizes and empowers any of the following to sign any and all orders in the name of said district drawn on the funds of said district.

PASSED AND ADOPTED by the Board of Trustees of the

Alum Rock Union Elementary School District this 9th day of May, 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

I, Corina Herrera-Loera, President of the Board of Trustees of the Alum Rock Union Elementary School District of Santa Clara County, California, do hereby certify that the foregoing is a full, true and correct copy of a resolution adopted by the Board at a meeting thereof held at its regular place of meeting on the date shown above and by the vote above stated, which resolution is on file in the office of said Board.

_____

Signed

AUTHORIZED SIGNATURES

Alum Rock Union Elementary **School District**

TO: County Superintendent of Schools

In accordance with the provisions of Sections 42633 and 42641, of the Trustees Code of California, any of the following persons have been duly authorized to sign orders drawn upon the funds of said school district dated May 9, 2024.

By Order of the Governing Board

Signature

Title

Signature	Title	A/P	P/R
Kolvira Chheng	Assistant Superintendent, Business Services	X	X
Teresa DeCelles	Director, Fiscal Services	X	X
Maria Bonilla	Administrator, Fiscal Services	X	X
Imee Almazan	Interim Superintendent	X	X

13.10

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: April 26, 2024

Subject: **Resolution NO. 51-23/24**
Approval of District's Annual Authorized Signatures
(Bank Deposits)

Staff Analysis: To update authorized signatures to carry out district business matters.

Recommendation: Staff recommends the Board of Trustees approve Resolution NO. 51-23/24 Annual Authorized Signatures (Bank Deposits).

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

To the Board of Trustees: Meeting: May 9, 2024
Regular Board Meeting

Recommend Approval

13.10
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

RESOLUTION NO. 51 – 23/24 (page 1 of 5 pages)

(Transmittal of Funds)

BE IT RESOLVED by the Board of Trustees' of the Alum Rock Union Elementary School District and hereby ordered that:

Any two of the following persons:

IMEE ALMAZAN
INTERIM SUPERINTENDENT

KOLVIRA CHHENG
ASSISTANT SUPERINTENDENT
BUSINESS SERVICES

TERESA DECELLES
DIRECTOR
FISCAL SERVICES

MARIA BONILLA
ADMINISTRATOR
FISCAL SERVICES

be authorized to sign checks drawn on the General Fund Deposit accounts in the Wells Fargo Bank and Bank of America, San Jose Branches, for payment to Santa Clara for the purpose of transmitting District funds.

Imee Almazan
Interim Superintendent

Kolvira Chheng
Assistant Superintendent,
Business Services

Teresa DeCelles
Director,
Fiscal Services

Maria Bonilla
Administrator,
Fiscal Services

PASSED AND ADOPTED this 9th day of May 2024 by the Board of Trustees of the Alum Rock Union Elementary School District, County of Santa Clara, State of California, by the following vote:

AYES: NOES: ABSENT:

Clerk of the Board

Date

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

RESOLUTION NO. 51 – 23/24 (page 2 of 5 pages)

(Deposits - Collections)

BE IT RESOLVED by the Board of Trustees' of the Alum Rock Union Elementary School District and hereby ordered that:

The Superintendent of Schools of the Alum Rock Union Elementary School District be authorized to make deposits of collections received by this District, prepare deposit permits for such collections, and make statements under oath in connection there with required by Section 26901 of the Government Code.

IT IS FUTHER RESOLVED AND HEREBY ORDERED that the following persons:

IMEE ALMAZAN
INTERIM SUPERINTENDENT

KOLVIRA CHHENG
ASSISTANT SUPERINTENDENT
BUSINESS SERVICES

TERESA DECELLES
DIRECTOR
FISCAL SERVICES

MARIA BONILLA
ADMINISTRATOR
FISCAL SERVICES

are authorized to sign the collection received advice certificate requesting County Superintendent to prepare deposit permits for the District.

Imee Almazan
Interim Superintendent

Kolvira Chheng
Assistant Superintendent,
Business Services

Teresa DeCelles
Director,
Fiscal Services

Maria Bonilla
Administrator,
Fiscal Services

PASSED AND ADOPTED this 9th day of May 2024 by the Board of Trustees of the Alum Rock Union Elementary School District, County of Santa Clara, State of California, by the following vote:

AYES: NOES: ABSENT:

Clerk of the Board

Date

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

RESOLUTION NO. 51 – 23/24 (page 3 of 5 pages)

(Revolving Cash Accounts)

BE IT RESOLVED by the Board of Trustees' of the Alum Rock Union Elementary School District and hereby ordered that:

IMEE ALMAZAN **INTERIM SUPERINTENDENT**	**KOLVIRA CHHENG** **ASSISTANT SUPERINTENDENT** **BUSINESS SERVICES**
TERESA DECELLES **DIRECTOR** **FISCAL SERVICES**	**MARIA BONILLA** **ADMINISTRATOR** **FISCAL SERVICES**

are authorized to sign with such expenditures to be ratified by the Board of Trustees at least once a month.

Imee Almazan
Interim Superintendent

Kolvira Chheng
Assistant Superintendent,
Business Services

Teresa DeCelles
Director,
Fiscal Services

Maria Bonilla
Administrator,
Fiscal Services

PASSED AND ADOPTED this 9th day of May 2024 by the Board of Trustees of the Alum Rock Union Elementary School District, County of Santa Clara, State of California, by the following vote:

AYES: NOES: ABSENT:

Clerk of the Board

Date

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

RESOLUTION NO. 51 – 23/24 (page 4 of 5 pages)

(Purchase Order and Contract Signatures)

BE IT RESOLVED by the Board of Trustees' of the Alum Rock Union Elementary School District and hereby ordered that:

KOLVIRA CHHENG
ASSISTANT SUPERINTENDENT,
BUSINESS SERVICES

TERESA DECELLES
DIRECTOR,
FISCAL SERVICES

MINH TANG
PROCUREMENT MANAGER
PURCHASING DEPARTMENT

MARIA BONILLA
ADMINISTRATOR
FISCAL SERVICES

be authorized to sign purchase orders and contracts of the Alum Rock Union Elementary School District that are duly approved or ratified by the Board of Trustees in its approval of regular monthly report expenditures.

PASSED AND ADOPTED this 9th day of May 2024 by the Board of Trustees of the Alum Rock Union Elementary School District, County of Santa Clara, State of California, by the following vote:

AYES: NOES: ABSENT:

_____ _____
Clerk of the Board Date

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

RESOLUTION NO. 51 – 23/24 (page 5 of 5 pages)

(State Forms: OPSC/Grants)

BE IT RESOLVED by the Board of Trustees' of the Alum Rock Union Elementary School District and hereby ordered that:

Imee Almazan
Interim Superintendent

Kolvira Chheng
Assistant Superintendent, Business Svcs.

be authorized to sign state forms from the State Allocation Board for the Office of Public School Construction, and other state and federal grant applications for the Alum Rock Union Elementary School District that are duly approved or ratified by the Board of Trustees.

PASSED AND ADOPTED this 9th day of May 2024 by the Board of Trustees of the Alum Rock Union Elementary School District, County of Santa Clara, State of California, by the following vote:

AYES: NOES: ABSENT:

Clerk of the Board

Date

13.11

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:

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: May 9, 2024
Regular Board Meeting

Recommend Approval

13.11
Agenda Placement

Imee Almazan, Ed.D., Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by:_____ Seconded by:_____

Approved: _____ Not Approved: _____ Tabled:_____

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

SCHOOL/ DEPARTMENT	DATE OF SERVICE	CONSULTANT NAME	COST	PURPOSE
Aptitud Academy Suyen Jimenez	05/10/24- 06/06/24	Freedom Soul Media Education Initiatives (FSMEI)	NTE $23,500.00	FSMEI will provide the following services for Aptitud for approximately 260 students and staff members. FSMEI will implement an anti-racist curriculum workshop series for students and staff at Aptitud. FMSEI will also help develop a policy and process for dealing with racially offensive actions and behaviors. Funding: Restricted
Academic Services Yeny Rosales	07/01/24- 06/30/25	Curriculum Associates, LLC	$99,472.00	Curriculum Associates LLC will provide an EL program management platform that organizes all EL student data, supports critical meeting and monitoring processes, enables accurate reporting, and supports instructional planning for multilingual students. Professional development will also be provided. Funding: General
Academic Services Yeny Rosales	06/01/24- 06/30/24	Teacher Created Materials	$5,500.00	Teacher Created Materials will provide Summer Scholars: Mathematics training for teachers. This training will enable participants to optimize its impact on student learning and academic success during our ELD summer program at Hubbard, Ocala, Joseph George, San Antonio, Dorsa, and Linda Vista. Funding: Restricted

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

Business Services Kolvira Chheng	05/10/24- 12/31/24	Capitol Finance Group (PFG), LLC	$7,500.00	PFG will provide a Level 1 Developer Fee Justification Study for the District and includes a Notice of Public Hearing Publication Expenses, if applicable. Funding: General
Special Education Anthony Colonna	07/01/24- 06/30/25	LDP, Inc. DBA Leader Services	$40,000.00	Leader Services is a service vendor that provides claim services, Through the program, school districts can obtain Federal Medi-Cal reimbursement for specific health-related services. Leader Services establishes and maintains procedures for the timely preparation of claims to Medi-Cal. This service is district-wide. Funding: Restricted
Special Education Anthony Colonna	07/01/23- 06//30/24	LDP, Inc. DBA Leader Services	$25,000.00	Contract Extension: CO 247004, Board approved April 13, 2023. Original Contract amount $30,000.00. Leader Services provides claim services for Federal Medi-Cal reimbursement for specific health related services. Leader Services establishes and maintains procedures for the timely preparation of claims district wide. Funding: Restricted
Special Education Anthony Colonna	07/01/24- 06/30/25	Partridge Consulting, Inc.	$72,000.00	Partridge Consulting will provide ongoing training, direct services, parent support, assessments, data analysis, and program support to Alum Rock students diagnosed with autism. These services are provided district-wide for the 2024-2025 school year and includes Extended School Year (ESY) for 23/24. Funding: Restricted

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

Special Education Anthony Colonna	04/01/24- 06/30/24	Spectrum San Jose	$17,031.37	Spectrum is a certified, highly specialized nonpublic (NPS) that provides individualized instruction and behavior support services to severe behaviorally disordered students, due to severity of their disability, an NPS placement is required. Funding: Restricted
Transportation Latoya Lee	07/01/22- 06/30/25	Frog Environmental	$7,000.00	Contract Extension: MY 236002, Board Approved June 23, 2022. Original Contract amount $9,600.00 for 3 years ($3,200 per year). New contract amount $7,000.00. Increase to pay for pending invoices for the remainder of 2023-2024 FY. Funding: General

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Aptitud Academy (School/Dept.) VENDOR NO. 301271

Submitted by: Suyen Jimenez

☑ **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: Freedom Soul Media Education Initiatives (FSMEI)

Address: 280 Perkins St City: Oakland State: CA Zip: 94610

Phone: (510) 207-9454 Email Address: _____

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on May 10, 2024, and will diligently perform as required and complete performance by June 6, 2024, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

3. **CONTRACTOR'S OBLIGATION:** Contractor shall provide the following services, materials, products, and/or reports as further described in **Exhibit A**, attached hereto and incorporated herein by this reference ("Services").

FSMEI will provide the following services for Aptitud for approximately 260 students and staff members. FSMEI will implement an anti-racist curriculum workshop series for students and staff at Aptitud. FMSEI will also help develop a policy and process for dealing with racially offensive actions and behaviors.

4. **COMPENSATION:** District agrees to pay Contractor for services satisfactorily rendered pursuant to this Agreement. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by District within thirty (30) days after Contractor submits an invoice to District for Services actually completed or the portion of the Services for which payment is to be made. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District.

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

☑ b. **Other:** $_____ (describe rate agreement) not to exceed $23,500

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
060	3219	0	5815	00	1110	1000	010200	120	7390	$23,500	

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

Freedom Soul Media

Education Initiatives

FSMEI COLLABORATION WITH ALUM ROCK UNIFIED

Community of Care Pilot for ARUSD at Aptitud Community Academy at Goss will feature two of the four domains of the FSMEI Community of Care Program. FSMEI will also work with Aptitud and district leadership on an anti-racist plan for ARUSD.

Program Details:

- FSMEI will implement an anti-racist curriculum workshop series for students and staff at Aptitud.
- FSMEI will also help develop a policy & process for dealing with racially offensive actions and behaviors.
- FSMEI will also provide consultation on anti-racist practices at Aptitud.

Program Cost:

- FSMEI Anti-Racist Curriculum Student Workshop Series..... **$16,000**
- Policy Design & Consulting..... **$7,500**
- FSMEI Community of Care pilot at Aptitud will not exceed **$23,500** for the 2023 - 2024 school year.

5102079454
280 Perkins St.
Oakland, CA. 94610

www.fsmei.org

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. 11466

Submitted by: Yeny Rosales

☑ **Independent Contract** ☐ **MOU**

☐ Master Contract

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

Name of Individual/Company: Curriculum Associates, LLC (Ellevation)

Address: 153 Rangeway Road City: North Billerica State: MA Zip: 01862

Phone: (781)208-2852 Email Address: gabriela.volle@ellevationeducation.com

SSN: _____ or Fed I.D. #: 26-3954988

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on July 1st, 2024, and will diligently perform as required and complete performance by June 30th, 2025, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

3. **CONTRACTOR'S OBLIGATION:** Contractor shall provide the following services, materials, products, and/or reports as further described in **Exhibit A**, attached hereto and incorporated herein by this reference ("Services").

Curriculum Associates LLC will provide an EL program management platform that organizes all EL student data, supports critical meeting and monitoring processes, enables accurate reporting, and supports instructional planning for multilingual students. Professional development will also provided.

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:** $99,472.00 (describe rate agreement) _____

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
010	0000	0	5846	00	1110	1000	000000	305	5120	$99,472.00	4/19/24

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

Curriculum Associates, LLC Price Quote - Q-45351

Version: 2
Quote Date: 1/17/2024
Quote Expiration Date: 5/1/2024

This price quote from Curriculum Associates, LLC having an address at 153 Rangeway Road, North Billerica, MA 01862 ("Company") has been prepared for the Customer Name identified as "Customer" below. Customer's use of Ellevation subscriptions shall be subject to the Ellevation Terms and Conditions of Use, which can be found at https://ellevationeducation.com/platform-legal-notices.

Company:	Curriculum Associates, LLC	Customer:	Alum Rock Union Elementary School District, CA
Representative:	Gabriela Volle	Contact Name:	Yeny Rosales
Email:	gabriela.volle@ellevationeducation.com	Email:	yeny.rosales@arusd.org
Phone:	617-307-5755	Phone:	(408) 928-6800
Address:	153 Rangeway Road, North Billerica, MA 01862	Address:	2930 Gay Avenue, San Jose,CA 95127
Start Date:	7/1/2024	End Date:	6/30/2025

Subscription Fees

Product	Quantity	Unit Price	Total Fees
2024 - Ellevation CA	3,248	$14.00	$45,472.00
Ellevation Math (per School) - Renaissance at Mathson	1	$6,000.00	$6,000.00
Ellevation Math (per School) - Renaissance at Fischer	1	$6,000.00	$6,000.00
Ellevation Math (per School) - Joseph George Middle	1	$6,000.00	$6,000.00
Ellevation Math (per School) - Adelante 1	1	$6,000.00	$6,000.00
Ellevation Math (per School) - Ocala Middle	1	$6,000.00	$6,000.00
Ellevation Math (per School) - William Sheppard Middle	1	$6,000.00	$6,000.00
Ellevation Math (per School) - Aptitud Community Academy at Goss	1	$6,000.00	$6,000.00
Ellevation Math (per School) - O. S. Hubbard Elementary	1	$6,000.00	$6,000.00
Ellevation Math (per School) - Adelante Dual Language Academy II	1	$6,000.00	$6,000.00
		Subscription Total:	$99,472.00

Services Fees

Services Total:	$0.00

To place an order - Please submit this quote with your purchase order to your Ellevation Sales Rep at: gabriela.volle@ellevationeducation.com

Total Investment - Q-45351

Grand Total:	$99,472.00

Invoicing Schedule: Up Front, In Full Payment Term: Net 30 Contract Term: 12

- Account Number: 4418064408 | Account Name: Curriculum Associates, LLC
- Bank Name: Wells Fargo Bank - San Francisco, CA
- ABA Routing: 121000248
- Tax ID: 26-3954988

To the extent your purchase is subject to sales tax, tax will be applied at final invoicing. If tax exempt, please submit valid exemption certificate with PO and quote in order to avoid processing delays. Exemption certificates can also be submitted to exempt@cainc.com.

To place an order - Please submit this quote with your purchase order to your Ellevation Sales Rep at: gabriela.valle@ellevationeducation.com

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Academic Services (School/Dept.) VENDOR NO. _____

Submitted by: Yeny Rosales

☑ **Independent Contract** ☐ **MOU**

☐ Master Contract

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

Name of Individual/Company: Teacher Created Materials (TCM)

Address: 5301 Oceanus Drive City: Huntington Beach State: CA Zip: 92649

Phone: (714) 721-8039 Email Address: tcmlegal@tcmpub.com

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on June 1, 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").

Teacher Created Materials will provide Summer Scholars: Mathematics training for teachers. This training will enable participants to optimize its impact on student learning and academic success during our ELD summer program to be held at Hubbard, Ocala, Joseph George, San Antonio, Dorsa, and Linda Vista.

4. **COMPENSATION:** District agrees to pay Contractor for services satisfactorily rendered pursuant to this Agreement. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by District within thirty (30) days after Contractor submits an invoice to District for Services actually completed or the portion of the Services for which payment is to be made. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District.

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

☑ b. **Other:** $ 5,500.00 (describe rate agreement) _____

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
060	4203	0	5815	00	1110	1000	000000	305	1521	$5,500.00	4/17/24
											AMB 4/17/24

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



Company Background

Over the last 40 years, Teacher Created Materials (TCM) has become the preferred provider of professional development for educators across the United States. Several training formats and options are offered that include critical topics, sought-after presenters, and rich, practical content. All professional development and coaching sessions delivered by TCM embed best practices with hands-on application, so participants can utilize the skills and strategies learned immediately in classroom instruction. TCM's consultants work closely with school and/or district representatives to tailor the topic and content to meet the needs of the audience. TCM aims to develop teachers' pedagogical knowledge and provide teachers with a toolbox of instructional strategies.

TCM works in partnership with district-level administrators to develop a comprehensive professional learning plan to meet specific needs and professional development goals for the duration of the professional learning services. Working collaboratively with educational stakeholders, TCM will create timelines and modes of delivery for the professional learning services to be provided. The scope and sequence developed for each area of focus can be varied and adjusted based on needs, length of time, professional learning objectives, and delivery modes required. TCM's highly qualified professional learning team will work together with key district-or site-level administrators to develop methods for assessing the effectiveness of the professional development and the efficacy of the instructional strategies implemented in the classroom to help build teacher capacity and pedagogy and increase student achievement.



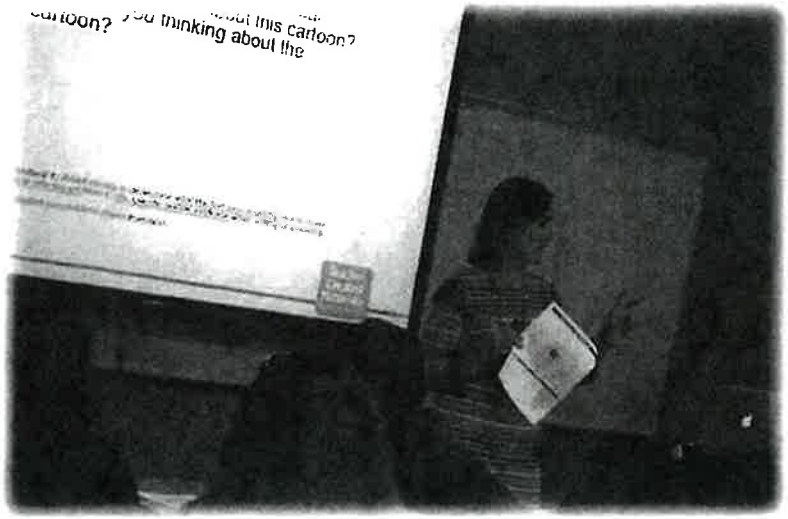
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Professional Qualifications



TCM has extensive experience in partnering with states, schools, and districts. Through its partnerships, TCM provides practice-changing professional development and effective implementation of its standards- and research-based curriculum resources. TCM's delivery models include engaging onsite and virtual workshops; job-embedded, face-to-face and virtual teacher coaching; professional learning communities; and sustained professional learning using recorded webinars.

When effectively implemented through its systems of change approach, TCM's professional development will foster reflective practitioners to ultimately support increased student achievement. TCM believes that research-based pedagogy forms the foundation of effective professional development. Professional development that is ongoing, site-based, and led by participating teachers is most effective in changing teachers' instructional methods.[1] TCM recognizes this and has designed its professional learning services based on the work of current and confirmed research and Learning Forward's Standards for Professional Learning. While remaining grounded in sound educational practice, TCM likewise maintains an educational vision with an open ear to educators and their changing needs, ensuring that the sessions meet the district's needs and initiatives.



[1] Darling-Hammond, L., Hyler, M. E., Gardner, M. (2017). *Effective Teacher Professional Development*. Palo Alto, CA: Learning Policy Institute.

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In addition to its company experience, TCM consultants represent the highest level of expertise in education. All consultants are current or former classroom teachers, credentialed and certified in various specialty areas, including literacy, mathematics, science, social studies, and other disciplines. Many hold master's and doctorate degrees in education, including focuses on English language learners, special education, curriculum and instruction, early childhood education, and others. TCM's high standards ensure that its consultants are of the premier or utmost caliber.

To support implementation and application of high-yield instructional strategies, TCM's professional development is supported and constructed with a solid foundation garnered by the research- and standards-based pedagogy drawn from Shell Education (a division of TCM) and Free Spirit Publishing (an imprint of TCM). These professional resources are classroom tested and practical, making them excellent supporting resources for professional development across the curriculum, including content area literacy, early childhood education, multilingual and diverse learners, and social-emotional learning. Shell Education and Free Spirit Publishing's human resources include field experts, authors, and editors from prestigious institutions and universities across the country.

Shell Education's exceptional research- and standards-based materials are written for educators by educators and serve as the foundation for the structure and delivery of all staff development and leadership training services delivered by TCM. As a provider of professional learning services, TCM has worked with districts large and small to increase administrator and teacher effectiveness through a variety of professional development models, including onsite professional development workshops, coaching, institutes, and virtual trainings. TCM understands how to work with all levels of administration to design and execute a professional development plan that creates effective partnerships, successfully maximizes capacity, and offers sustainability. TCM has worked with all levels of stakeholders, including administrators, teachers, parents, and external service providers, such as universities and nonprofit organizations, in developing and delivering professional development. TCM's professional development is aligned to the states', districts', or schools' needs with the goal of sustainable, long-term school improvement. TCM feels strongly that schools and districts will find it is poised to offer high-quality professional development for educators, supported by key supplemental resources.

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SCOPE OF WORK:
SUMMER SCHOLARS: MATHEMATICS CURRICULUM LAUNCH TRAINING

This interactive workshop is designed to facilitate the seamless integration and effective utilization of *Summer Scholars: Mathematics,* a comprehensive summer school curriculum by Teacher Created Materials (TCM), tailored for rising 1st through rising 8th graders. Participants will gain a deep understanding of this resource, enabling them to optimize its impact on student learning and academic success.

Workshop Overview:

The workshop will commence with an in-depth introduction to *Summer Scholars: Mathematics*, delving into the rationale behind its creation, the pedagogical principles it's built upon, and the research base supporting its effectiveness. Participants will explore how this curriculum addresses key mathematics standards and is meticulously designed to support students in bridging academic gaps while fostering confidence and readiness for the upcoming grade level.

Key Components Examination:

Through hands-on exploration, attendees will thoroughly examine each component of *Summer Scholars: Mathematics*. From the comprehensive Teacher's Guide, providing 25 daily lessons infused with research-based instructional practices, to the Management Guide facilitating flexible lesson pacing, participants will gain insight into how to effectively plan and implement the curriculum. They will also explore the Student Guided Practice Book, Mathematical Discourse Task Cards, *Smithsonian STEAM Readers*, and additional classroom resources aimed at enhancing mathematical fluency, problem-solving skills, and content-area literacy.

Integration and Application:

The workshop will delve into strategies for seamlessly integrating *Summer Scholars: Mathematics* into diverse instructional settings, ensuring optimal success for all students. Participants will discover practical differentiation strategies to meet the needs of diverse learners and explore the curriculum's alignment with state standards, as well as its potential to support students' overall academic performance, including success on state assessments.

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Implementation Strategies:

Attendees will identify effective strategies for successful implementation of *Summer Scholars: Mathematics*, including insights into scope and sequence, assessment options, and utilizing digital resources for enhanced engagement and family involvement. By the workshop's conclusion, participants will leave equipped with a clear roadmap for leveraging this resource to benefit their school and diverse student population.

Professional Learning Objectives:

- Gain comprehensive knowledge of *Summer Scholars: Mathematics*, including its purpose, pedagogy, and research base.
- Explore each component of the curriculum, from Teacher's Guides to digital resources, for effective instructional planning and delivery.
- Understand the curriculum's alignment with state standards and its potential to support student academic success across content areas.
- Acquire differentiation strategies to cater to diverse learner needs and foster increased student academic success.
- Review scope and sequence, assessment options, and implementation strategies for successful integration of the curriculum.

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Created *by* Teachers *for* Teachers and Students

Teacher Created Materials
5301 Oceanus Drive
Huntington Beach, CA 92649

3/26/2024

Proposal #: TCM-00091481

Item #	Title	Qty	Unit Price	Ext Price
125097	Paid Virtual Professional Learning	1	$5,500.00	$5,500.00

Total:	$5,500.00

Paul Gomez
Sales Consultant
Teacher Created Materials
Direct Line: 714-721-8039
Email: paul.gomez@tcmpub.com

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Business Services (School/Dept.) VENDOR NO. _____

Submitted by: Kolvira Chheng, Assistant Supt of Business Services

☑ **Independent Contract** ☐ **MOU**

☐ Master Contract

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

Name of Individual/Company: Capitol Public Finance Group (PFG), LLC

Address: 2436 Professional Drive, Suite 300 City: Roseville State: CA Zip: 95661

Phone: (916) 641-2734 Email Address: cterry@capitolpfg.com

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on May 10, 2024, and will diligently perform as required and complete performance by December 31, 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").
To provide a Level 1 Developer Fee Justification Study for the District and includes a Notice of Public Hearing Publication Expenses, if applicable.

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:** $7,500.00 (describe rate agreement) _____

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
010	0000	0	5815	00	0000	7100	000000	700	7100	$7,500.00	

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

Capitol | PFG

Crafting Optimal Financial Solutions

MEMORANDUM

TO: KOLVIRA CHHENG

FROM: CHRIS TERRY

SUBJECT: DEVELOPER FEE JUSTIFICATION STUDY FEE PROPOSAL

DATE: APRIL 17, 2024

Kolvira, we have prepared this memorandum to provide you with our scope of work and fee proposal to complete a Developer Fee Justification Study for the Alum Rock Union School District. As you are aware, Education Code section 17620 authorizes a school district to levy a fee, charge, dedication or other requirement against any development project for the construction or reconstruction of school facilities, provided that the district can show justification for levying such fees. Government Code section 65995 limits the fee to be collected to the statutory fee, currently at $5.17 per square foot of residential construction and $0.84 per square foot of commercial/industrial construction, as of January 2024.

Developer Fee Justification Study

Education Code Section 17620 (AB 2926, Chapter 887/Statutes 1986), stipulates that "the Governing Board of any school district is authorized to levy a fee, charge, dedication, or other requirement against any construction within the boundaries of the district, for the purpose of funding the construction or reconstruction of school facilities." The purpose of collecting fees on residential and commercial/industrial development is to acquire funds to construct or reconstruct school facilities for the students generated by new residential and commercial/industrial developments. Revenues from fees collected on commercial/ industrial development may be used to pay for any of the following:

- Land (purchased or leased) for school facilities
- Design of school facilities
- Permit and plan checking fees
- Construction or reconstruction of school facilities
- Testing and inspection of school sites and school buildings
- Furniture for use in new school facilities
- Interim school facilities (purchased or leased) to house students generated by new development while permanent facilities are being constructed
- Legal and administrative costs associated with providing facilities to students generated by new development
- Administration of the collection of developer fees (including the costs of justifying the fees)
- Miscellaneous purposes resulting from student enrollment growth caused by new residential development

To levy and collect a "Developer Fee", a school district must show a correlation (or "nexus") between new residential, commercial and industrial development and the need for new school facilities.

To complete the District's Developer Fee Justification Study, Capitol PFG will:

1. Work with the District to identify the school facility needs and costs;

2. Calculate the financial impact on the District of future residential and commercial/industrial developments;

3. Compare the projected revenues from developer fees to the costs of providing facilities to students generated by future developments;

4. Demonstrate the District satisfies the requirements of Government Code Section 66001 with respect to collection of Developer Fees (listed below):

    - Identification of the purpose of the fee
    - Identification of how the fee is to be used
    - Determine a reasonable relationship exists between the fee's use and the type of project on which the fee is imposed
    - Determine a reasonable relationship exists between the need for the public facility and the type of project upon which the fee is imposed
    - Determine a reasonable relationship exists between the fee and the cost of the public facility attributable to the development on which the fee is imposed

Once all of the above information is gathered, we will prepare a formal justification report that can be considered by the District's Board for approval.

To complete the Study on behalf of the District in order to justify the levy of developer fees, and assist the District through the implementation process, we would charge a flat fee of $7,500 plus the cost of publishing the Notice of Public Hearing.

Please let me know if you have any questions or need additional information.

CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement (this "Agreement") is hereby made between the Alum Rock Union School District ("Client") and Capitol Public Finance Group, LLC ("Capitol PFG"). Capitol PFG agrees to provide the "Services," as more fully defined below, to Client and Client agrees to pay to Capitol PFG based on the terms of the Consultant Services Order, as more fully defined below.

1. Definitions. The following definitions shall apply to this Agreement.
   a. The "Commencement Date" shall be the date Agreement in executed by Client.
   b. The "Termination Date" shall be December 31, 2024.
   c. The "Agreement Term" shall begin with the Commencement Date and shall end with the Termination Date.
   d. The "Consulting Services Order" shall include the Services and the Consultant Services Fee.
2. Services. The duties and tasks to be performed by Capitol PFG (the "Services") shall be outlined in the attached Consulting Services Order(s). During the performance of such Services by Capitol PFG, the Client will retain and exercise decision-making authority over the Services performed by Capitol PFG. The Services may include a development schedule and milestones. Under the terms of this Agreement, Capitol PFG and Client may add additional Services as agreed upon. These additional Services shall be put in writing in a Consulting Services Order and attached to this Agreement.
3. Payment. Client shall pay Capitol PFG based on the terms of the attached Consulting Services Order(s). The attached Consulting Services Order(s) includes a "Payment Schedule" that shall include invoicing terms of the Consulting Services.
4. Termination. Either party may without cause terminate this Agreement by delivering to the other party written notice via U.S. Mail, facsimile, or personal delivery (but not by electronic mail transmission) expressing a desire to terminate this Agreement (a "Termination Notice"). Termination shall be effective immediately upon receipt of a Termination Notice.

_____
Christopher Terry
Capitol Public Finance Group, LLC

Date: _____

_____
Kolvira Chheng
Assistant Superintendent of Business Services
Alum Rock Union School District

Date: _____

CSO No. 2024-1

CONSULTING SERVICES ORDER

This Consulting Services Order ("CSO") is an attachment to the Consulting Services Agreement made between the Alum Rock Union School District ("Client") and Capitol Public Finance Group, LLC ("Capitol PFG").

Services	Consulting Service Fee	Payment Schedule
Preparation of a Level 1 Developer Fee Justification Study ("Study").	A flat fee of $7,500 plus Notice of Public Hearing publication expenses, if applicable.	Invoiced upon approval of the Study by the Alum Rock Union School District Board of Trustees.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Special Education Department (School/Dept.) VENDOR NO. 18132

Submitted by: Anthony Colonna, Director Special Education

☑ **Independent Contract** ☐ **MOU**

☐ Master Contract

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

Name of Individual/Company: LDP. Inc. DBA Leader Services

Address: 75 Kiwanis Blvd. City: Hazleton State: PA Zip: 18201

Phone: (_____) Email Address: _____

SSN: _____ or Fed I.D. #: 23-1693805

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on July 1, 2024, and will diligently perform as required and complete performance by ~~June 30,~~ 2025, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

3. **CONTRACTOR'S OBLIGATION:** Contractor shall provide the following services, materials, products, and/or reports as further described in **Exhibit A**, attached hereto and incorporated herein by this reference ("Services").

Leader Services is a service vendor that provides claim services. Through the program, school districts ~~can obtain Federal Medi-Cal reimbursement for specific health related services. Leader Services~~ establishes and maintains procedures for the timely preparation of claims to Medi-Cal. This service is ~~district wide.~~

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:** $40,000 per hour/day of service as may be requested by ARUESD, not to exceed a maximum of _____ hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.

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

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
060	~~5640~~ 9010	0	5815	00	1110	1000	000000	380	1822	40,000	4/16/24
											MB 4/17/24

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

SERVICES AGREEMENT

This Agreement made and entered this July 1, 2024 between Alum Rock Union School District (hereinafter referred to as the **"CLIENT"**) having an address at 2930 Gay Avenue, San Jose, California, 95127 and LDP, Inc., d/b/a Leader Services (hereinafter referred to as "**LEADER**") having an office at 75 Kiwanis Blvd., West Hazleton, Pennsylvania 18202. .

The parties hereto agree that **LEADER** will provide Medi-Cal LEA Billing Option Claiming Services to **CLIENT**. If **CLIENT** enters into subcontract agreements with other organizations for the purpose of incorporating their claiming with that of **CLIENT**, all terms and conditions of this Agreement will be binding for **CLIENT** and **CLIENT** will hold **LEADER** harmless from claims by its subcontracting organizations. **CLIENT** will inform **LEADER** within fourteen (14) days after **CLIENT** has entered into or terminated a contract with another organization.

1. COMMENCEMENT, DURATION AND TERMINATION OF SERVICES

This Agreement will be effective for twelve (12) consecutive months commencing on July 1, 2024 and ending June 30, 2025 for preparing claims for **CLIENT**. Claims will be submitted on a weekly basis.

This Agreement will automatically renew for additional periods of twelve (12) months up to a maximum of five (5) years as authorized by Education Code Section 17596 unless one party has provided written notice of cancellation to the other party not less than ninety (90) days prior to the renewal date.

2. CLAIMS PROCESSING FEE SCHEDULE

- **10.0% for first $500,000 in annual Interim Approved Claims**
- **9.5% for second $500,000 in annual Interim Approved Claims**
- **9.0% for everything above $1,000,000 in annual Interim Approved Claims**

Billing fee schedule is enclosed at the end of this agreement. LEADER's claim processing fee will not exceed 10% of approved DHCS revenue.

LEADER shall invoice **CLIENT** each month that Medi-Cal payments are received by **CLIENT. LEADER** shall provide a report indicating which claims were submitted and processed for payment to **CLIENT** and the corresponding service fee charged by **LEADER**.

3. CONSULTANT FEE SCHEDULE

LEADER shall provide additional professional consultant services related to the Random Moment Time Survey (RMTS) model, necessary for the proper administration of the **CLIENT'S** LEA BOP at the **CLIENT'S** request.

Consultant fees are $125.00 per hour billable in half (1/2) hour increments. On-site consulting fees are available at a rate of $125.00 per hour with a minimum of two hours, plus $125 an hour travel time and actual cost of any meals or lodging for required overnight stays.

4. LATE FEES

CLIENT agrees to issue payment to LEADER within 30 calendar days of receipt of invoice to **LEADER. CLIENT** will incur a late fee of one and a half percent (1.5%) per month or any part thereof, or the maximum fee allowed by law (18% per year), whichever is less, on any invoiced amount unpaid after sixty (60) days.

5. OWNERSHIP OF PROGRAMS AND CONFIDENTIALITY OF REPORTS

All computer hardware, operating system software, application software, programs, documentation, specifications, tapes, instruction manuals and similar material utilized and/or developed by **LEADER** in connection with its systems and all patents, trade secrets, copyrights, trademarks, and other intellectual property rights are, as between **LEADER** and **CLIENT**, the sole and exclusive property of **LEADER**.

CLIENT agrees to make no unauthorized use of these materials and systems and to preserve these materials and maintain the confidentiality of any and all of these materials in its possession.

6. CONFIDENTIALITY OF DATA

The parties agree that, because of the sensitive nature of data and in view of the proprietary nature of business information, it is essential that all information, data and materials, whether transmitted in hard copy or in electronic media form, be maintained in each party's confidence. Each party agrees for itself, its employees, agents and independent contractors, that all information and/or data and/or materials received from the other party will be held in confidence and each party agrees not to reproduce, disclose, or relinquish any data, information or materials to any party other than an authorized representative of the other party.

The parties agree that, because of the unique nature of the data and/or information and/or materials to be transmitted that money damages for breach of the foregoing provision will be wholly inadequate to fully compensate the aggrieved party and therefore the aggrieved party will be entitled to full temporary and/or permanent injunctive relief against any breach or threat of breach of the foregoing provisions.

LEADER, as both a Covered Entity and Business Associate of **CLIENT**, agrees to adhere to all HIPAA and FERPA requirements related to the electronic transmission of data, privacy and security.

7. INPUT DATA

Accurate, complete, and correct data necessary for **LEADER** to perform its services hereunder will be the sole responsibility of **CLIENT**. **LEADER** will not be responsible for any delays or failure to prepare a claim because of incomplete, inaccurate, or incorrect data provided by **CLIENT.**

LEADER will be responsible for the input of all information given to **LEADER** by **CLIENT** in a reasonably accurate, complete and correct form provided same is provided to **LEADER** by **CLIENT**. Any errors, mistakes or liability in connection with the failure of **LEADER** to input such data, provided such data has been accurately, completely and correctly transmitted to **LEADER**, will be the sole responsibility of **LEADER** and will be corrected by **LEADER**.

8. LIMITATION OF LIABILITY ARISING FROM DEFAULT IN SERVICES

LEADER will not be liable or deemed to be in default for any delays or failure in performance or non-performance or interruption of service under this Agreement resulting from any cause beyond the reasonable control of **LEADER**. **LEADER's** liability, under this Agreement, is limited to the amount paid by client for the services under this Agreement. **LEADER** will not be liable for any indirect, consequential, or incidental damages arising out of this Agreement.

9. OPERATING PROCEDURES

LEADER will be responsible for the processing of all those claims for services rendered by **CLIENT** and its employees, which have been turned over to **LEADER** for processing.

LEADER agrees to:

Provide training, continuing education, and forms required by **CLIENT** staff for the preparation of data required for the submission of the claims to Medi-Cal.

Provide a web application for the entry of billing service transactions by CLIENT staff (STaR).

Maintain knowledge of current billing procedures, rules, and laws for California's Medi-Cal LEA Billing Option claiming program. Maintain knowledge of the Centers of Medicare and Medicaid Services (CMS), formerly HCFA, guidelines as they pertain to the provision of services under this Agreement.

Establish and maintain procedures for the timely preparation of claims to Medi-Cal. This includes setting time schedules that must be adhered to by **CLIENT's** staff.

Provide monthly management reports to **CLIENT** as support for the claims submitted to Medi-Cal. Prepare and submit weekly claims to Medi-Cal for payment.

Assign an account manager to provide technical assistance to **CLIENT** with gathering and maintaining data required for claiming. The account manager will provide all program support to **CLIENT** and will direct other **LEADER** resources to **CLIENT** as required. The account manager will coordinate all training and on-site support activities for **CLIENT**.

Assist and prepare the Cost and Reimbursement Comparison Schedule (CRCS) report at no charge while a current client.

CLIENT agrees to:

Provide **LEADER**, on a timely basis, all forms and documentation in a manner prescribed by **LEADER** and as required for the successful preparation and submission of claims.

Arrange for **CLIENT** staff to attend mandatory training sessions related to forms completion. Oversee the completion of forms by staff.

Provide a contact person who will serve as coordinator for all **CLIENT** activities. This person will work directly with **LEADER's** account manager.

Notify **LEADER** of any errors and/or omissions in information sent to **LEADER** so that **LEADER** may process a claim adjustment for submission to Medi-Cal.

10. **GENERAL**

a) **ENTIRE AGREEMENT** - This Agreement constitutes the entire Agreement between the parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith.

b) **SUCCESSORS** - This Agreement will be binding upon and inure to the benefit of the successors, assigns and legal representatives of the respective parties hereto. Each party agrees that there are no third party beneficiaries to this Agreement. Neither party may assign this Agreement in whole or in part, without the prior written consent of the non-assigning party except in connection with the sale of all or substantially all of its assets or outstanding capital stock.

c) **ATTORNEYS** - In the event that either **LEADER** or **CLIENT** commences a legal proceeding, each party will pay their own attorney's fees.

d) **SEVERABILITY -** In the event that any term or provision of this Agreement is held to be illegal, invalid or unenforceable under the laws, regulations or ordinances of any federal, state or local government, such term or provision will be deemed severed from this Agreement and the remaining terms and provisions will remain unaffected thereby.

e) **NOTICES -** Any notice sent pursuant to this Agreement will be sent by certified mail to the parties at their respective addresses.

f) **STATE LAW** - This Agreement will be governed by and construed in accordance with the laws of California.

g) **SURVIVAL OF NON-DISCLOSURE OBLIGATION -** The obligation of non-disclosure and confidentiality recited in this Agreement will survive the termination of this Agreement and will be in full force and effect notwithstanding such expiration or termination.

h) **ANTI-FRAUD AND ABUSE** - Notwithstanding anything to the contrary herein this Agreement will be subject to all applicable federal, state and local laws, regulations and directives concerning the Medicare/Medicaid and other medical reimbursement fraud and abuse limitations. To the extent anything contained herein purportedly or actually violates or is challenged as violating any of the above laws, statutes, regulations or interpretations, then the provision in question or this entire Agreement, if necessary, will be automatically void and of no effect whatsoever.

i) **DESCRIPTIVE HEADINGS** - The descriptive headings in this Agreement are for convenience and reference only and in no way affect or alter the intent or effect of this Agreement.

11. **EQUAL EMPLOYMENT OPPORTUNITY**

It is and has been the policy of **LEADER** to provide equal employment and individual opportunity to all job applicants and employees without regard to race, color, religion, sex, age, national origin, veteran or disability status. It is **LEADER**'s policy not to violate Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, the Americans with Disabilities Act, or any other local, state or federal law, regulation or ordinance prohibiting discrimination in employment.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year below written.

ALUM ROCK UNION SCHOOL DISTRICT		**LEADER SERVICES**	
By:	[signature]	**By:**	[signature]
Name:	Koluira Chheng	**Name:**	Charles J. Mason, Jr.
Title:	Assistant Superintendent	**Title:**	President
Date:	4/17/24	**Date:**	3/19/2024

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

PURCHASE ORDER / CONTRACT CHANGE ORDER (POCO)

P.O. No. _____ Contract No. 247004 Contract Original Amount: $30,000

Vendor Name: Leader Services Vendor No. 018132

Please check:

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

CONTRACTS ONLY

Change Orders:

Contracts Original Amount	$30,000
Change Order #: 1	$25,000
Change Order #: _____	$_____
Change Order #: _____	$_____
New Contract Total (including Change Orders)	$55,000

Line #	FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SUB-OBJ 00	GOAL XXXX	FCTN XXXX	COST-CNTR 000000	LOC XXX	PROG XXXX	$AMOUNT	BUS OFC
1	060	9010	0	5815	00	1110	1000	000000	380	1822	+25,000	4/16/24

Reason for Adjustment: MB. 4/17/24

Leader Services is a service vendor that provides claim services. Through the program, school districts can obtain Federal Medi-CAl reimbursement for specific health related services. Leader Serices establishes and maintains procedures for the timely preparation of claims to Medi-Cal. This increase is for additional Medi-Cal reimbursement for the District.

School/Dept.: Special Educaiton Requested by: LeAnne Depew

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

_____ Program Manager

_____ Purchasing Manager

Date Requested: _____ Date Entered: _____ Entered By: _____

(Pursuant to Public Contract Code 20118.4, the total cost of change orders shall not exceed the greater of $15,000.00 or 10% of the original contract amount. The ARUESD Board of Trustees must approve changes exceeding these limits.)

Purchase Order

No. CO 247004

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: 018132
Phone: (800)360-8511
Fax: (570)454-1310
Email: nmensinger@leaderservices.com

TO: LDP INC
DBA: LEADER SERVICES
75 KIWANIS BLVD.
HAZLETON PA 18201

PO DATE	SUBMITTED BY		SITE NAME		REQ. NO.
06/20/2023	ALEJANDRA BASULTO		SPECIAL ED DEPT		240007
TERMS	APRIL.23 FIRMS	FOB	ANTHONY COLONNA	DELIVERY DATE	

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	STORES #
			PLEASE ENTER OUR ORDER FOR THE FOLLOWING			
01	1		***SERVICE CONTRACT*** LEADER SERVICES PROVIDES CLAIM SERVICES FOR FEDERAL MEDI-CAL REIMBURSEMENT FOR SPECIFIC HEALTH RELATED SERVICES. LEADER SERVICES ESTABLISHES AND MAINTAINS PROCEDURES FOR THE TIMELY PREPARATION OF CLAIMS DISTRICT WIDE. TERM: 07/01/2023-06/30/2024 BOARD APPROVED APRIL 13, 2023	30,000.00	30,000.00	000000
				Sub Total	30,000.00	
				Tax	0.00	
				Shipping & Handling	0.00	
				PO Total	30,000.00	

Fnd	Resc	Y	Objt	SO	Goal	Func	CstCtr	Ste	Prgm	Amount
060-	9010-	0-	5815-	00-	1110-	1000-	000000-	380-	1822	30,000.00

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 charges shall not exceed the amount shown by more than 10% unless written permission is obtained 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 _____
AUTHORIZED SIGNATURE

PURCHASING COPY

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Special Education Department (School/Dept.) VENDOR NO. 20756

Submitted by: Anthony Colonna. Director

☑ **Independent Contract** ☐ **MOU**

☐ Master Contract

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

Name of Individual/Company: Partridge Consulting, Inc.

Address: 1644 Faith Dr City: Hughson State: CA Zip: 95326

Phone: (408) 316-5646 Email Address: _____

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on July 1, 2024, and will diligently perform as required and complete performance by June 30, 2025, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

3. **CONTRACTOR'S OBLIGATION:** Contractor shall provide the following services, materials, products, and/or reports as further described in **Exhibit A**, attached hereto and incorporated herein by this reference ("Services").

Partridge Consulting will provide ongoing training, direct services, parent support, assessments, data analysis and program support to Alum Rock students diagnosed with autism. These services are provided district wide for the 2024-2025 school year and includes Extended School Year (ESY) for 23/24.

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:** $72,000 (describe rate agreement) $6,000 per month during the school year = $66,000 + $6,000 for ESY = $72,000

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
080	6546	0	5815	00	5750	1190	000000	380	6546	66,000	
080	6500	0	5815	00	5750	1130	000000	380	1750	6,000	4/17/24
											JLB. 4/17/24

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

William Partridge Dba
Partridge Consulting Inc.
1644 Faith Dr.
Hughson CA 95326
408.316.5646

Responsibilities and Duties for Verbal Behavior Training Consultant

I provide individualized, data-based instruction, using a curriculum that focuses on the development of language skills for children with a diagnosis of Autism. The language instruction is based on an analysis of the student's existing Verbal Behavior. Positive behavioral interventions are designed to capture the student's existing motivation such that they have immediate benefits from using their skills both at home and at school. The primary objective of the program is to teach skills, which will allow the students to successfully transition into a higher level, educational environment where they will continue to acquire important skills. Therefore the emphasis of the program is to develop language and other educational skills, which will allow the students to readily acquire a variety of new skills without the need for intensive instruction. The program is designed to require a high rate of responding by the students throughout their school day while maintaining the student's motivation to participate in the educational tasks by providing a high ratio of positive reinforcement. Teaching occurs both during structured sessions and during ongoing activities outside of the structured teaching sessions. First Trial Data is collected to ensure that the students are acquiring the skills being taught in the teaching sessions. This service is based on a student's function in the school setting and is not based solely on medical diagnosis or language\cognitive delay. Eligibility for services will depend on educational needs, not just whether the child will benefit in some way from ABA. ABA is not intended to optimize skill levels but rather to develop as much as possible the foundations necessary for the child to purposely interact and benefit from his or her specific educational placement. ABA service is determined within the context of many issues including but not limited to, overall functional level, specific educational goals and objectives and /or class placement and functional language levels. ABA services can be provided through 1:1 and small group direct service, monitoring and consultation within the student's classroom, depending on which delivery model will best serve the needs of the child.

My duties include the initial assessment of students for ABA service. I provide a written assessment report for the student's IEP. I attend the student's IEP meetings to present my recommendations for service. I provide a written Progress Report and attend the student's annual IEP meetings as well as any other IEP team meetings. I also provide training and on-going supervision for the district therapists and teachers as needed on site in behavioral instructional methodology including reinforcement techniques, shaping of behavior, Discrete Trial Therapy, verbal behavior instruction, correction procedures, interspersal techniques, and data collection methods. The student's progress is constantly monitored and updated as well. Parent consultation is provided on an as needed basis

This proposal is for the upcoming year of July 1st 2024 -June 30, 2025. I am currently responsible for over 110 student's programs. Compensation to be at a rate $72,000 of per year

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

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

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

☐ **MOU** (negotiated Agreement)
☐ 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: Spectrum San Jose

Address: 520 Sands Dr City: San Jose State: CA Zip: 95125

Phone: (408) 281-2435 Email: contracts@spectrumschools.com

SSN: _____ Fed I.D. #: _____

CONTRACT TERM: start dates _____ end date _____

CONTRACTOR'S OBLIGATION:
Description of services to be provided: (Please attach proposals, scope of work, and other documentation.)

Spectrum is a certified, highly specialized nonpublic school (NPS) that provides individualized instruction & behavior support services to severe behaviorally disordered students, Due to severity of thier disability, an NPS placement is required

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:** $315.31 per day Not to Exceed 51/days of services.

X b. **Other:** $950.57

Describe other related costs: Individual counseling =950.57 + 16,080.81 = 17,031.37

BUDGET CODE: 080-6500-0-5100-00-5750 C 4/24/24 Accountant Initials

1120-000000-380-1820 _____ Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: 4/16/24

Director of Fiscal Services: _____ Date: 4/26/24

Asst. Supt., of Business Services: _____ Date: 4/26/24

Superintendent: _____ Date: _____

AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
(Education Code Sections 56365 et seq.)

This agreement is effective on 04/02/2024 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on 06/28/2024, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency (LEA)	CA-Alum Rock Union Elementary School District		**Nonpublic School/ Agency**	Spectrum San Jose	
Address	2930 Gay Avenue		**Address**	4811 Canoga Street#f	
City, State Zip	San Jose, NJ 95127		**City, State Zip**	Montclair, CA 91763	
LEA Case Manager			**Phone**		**Fax**
			Email	contracts@spectrumschools.com	
Student Last Name		**Student First Name**	**Program Contract Name**		
D.O.B		**ID #**	**Phone**		**Fax**
Grade	**Level**	**Level** (x) M ( ) F	**Email**		
Parent/ Guardian Last Name		**Parent/ Guardian First Name**	**Education Schedule - Regular School Year**		
			Number of Days	51	**Number of Weeks**
			Education Schedule - Extended School Year		
			Number of Days		**Number of Weeks**
Address			**Contract Begins**	04/02/2024	**Ends** 06/28/2024
City, State Zip			**Master Contract Approved by the Governing Board on**		
Home Phone	**Business**				

DESIGNATED INSTRUCTION AND SERVICES/ RELATED SERVICES:

SERVICES	PROVIDER				Cost and Duration of Session	Number of Session per wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER Specify			Reg School Year	ESY	
Basic Education Program		X			$315.31 per Unit	5 days/week	51 units		$16,080.81
RELATED SERVICES									
Counseling-Individual		X			$172.83 per Hour	30 mins/week	5.5 hrs		$950.57
						TOTAL COST			$17,031.37

South East SELPA
Making a Difference

SELPA
Santa Clara County Office of Education
SELPAs I, II, III, IV, VII

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA Alum Rock School District

Contract Year **2023-2024**

Nonpublic School Spectrum Center Inc

Nonpublic Agency

Type of Contract:

X Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

____ Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

When this section is included as part of any Master Contract, the changes specified above shall amend Section 2 – Term of Master Contract.

South East SELPA
Making a Difference

SELPA
Santa Clara County Office of Education
SELPAs I, II, III, IV, VII

SANTA CLARA COUNTY SELPAs/ DISTRICT MASTER CONTRACT
GENERAL AGREEMENT
FOR NONSECTARIAN, NONPUBLIC SCHOOL/AGENCY SERVICES

2023-2024

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SANTA CLARA COUNTY SELPAS
MASTER CONTRACT
FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
2023-2024

THIS MASTER CONTRACT (contract) is made and entered into this 1 day of July 2023, between the Alum Rock School District, County of Santa Clara, hereinafter referred to as the "LEA" and Spectrum Center Inc, hereinafter referred to as "CONTRACTOR" for the purpose of providing special education and/or related services to individuals with disabilities under the authorization of Education Code Sections 56157, and 56365-56366.7. It is understood that this Contract does not commit LEA to payment for special education and related services provided to any individual unless and until an Individual Service Agreement (ISA) for Nonpublic, Nonsectarian School/Agency (NPS/NPA) Services is executed between LEA and CONTRACTOR on behalf of such individual or interim telephone approval is given to the CONTRACTOR by a representative of LEA.

WITNESSETH:

Whereas, LEA has determined that the need for such services exists;

Whereas, CONTRACTOR is a nonpublic nonsectarian school or agency holding all required certificates and licenses; and

Whereas, that CONTRACTOR is capable of and willing to provide such services.

A current copy of California Department of Education NPS/NPA certification is attached. If certification expires during Contract period, CONTRACTOR must provide an updated copy.

In consideration of mutual promises contained herein, it is mutually agreed between the parties as follows:

I. GENERAL PROVISIONS

1. INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/ AGENCY SERVICES

An Individual Services Agreement (ISA) for Nonpublic, Nonsectarian School/Agency (NPS/NPA) Services shall be a part of this Master Contract, which CONTRACTOR will be required to execute with LEA with respect to each student for whom CONTRACTOR is to provide special education and/or designated instruction and services. Each student's Individual Services Agreement (ISA) shall identify the provider of each service required by the student's IEP (CCR 3062(e)). Individual Services Agreements shall only be issued for those students enrolled with the approval of the LEA. CONTRACTOR is responsible for providing those services, which it has agreed to provide for each individual student in that student's ISA, unless mutually agreed upon otherwise. Individual Services Agreements are null and void upon termination of the Master Contract.

The Individual Services Agreement may be terminated by the LEA or the CONTRACTOR for cause, as set forth in EC section 56366 (a) (4), with twenty (20) days written notice. The ISA may be terminated without advance notice if both parties agree to do so in writing.

2. TERM

The term of this Master Contract shall be from July 1, 2023 to June 30, 2024 (Title 5 California Code of Regulations section 3062(a) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be renegotiated prior to June 30, 2024. In the event the contract negotiations are not agreed to by June 30th, the most recently executed Master Contract will remain in effect for 90 days. (Ed Code 56366 (c)(1), Title 5 California Code of Regulations section 3062(d).) No Master Contract will be offered unless and until all the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

3. MODIFICATIONS AND AMENDMENTS

This Contract may be modified or amended by a written document, which complies with legal mandates, executed by CONTRACTOR and LEA. If certification expires during Master Contract period, CONTRACTOR must provide an updated copy or a copy of a waiver of such certification issued by the CDE. This Master Contract will be null and void if such certification or waiver is expired and not renewed or waived, or if such certification is revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. The CONTRACTOR agrees to apply the same rate for the term of the contract unless mutually agreed otherwise in writing by LEA and contractor. Changes in the administrative or financial provisions of the Contract which do not alter the educational services or placement may be made at any time during the term of the Contract, as mutually agreed in writing by CONTRACTOR and LEA.

4. COMPLIANCE WITH LAWS

During the term of this Contract, CONTRACTOR shall comply with all applicable federal, state, CDE, LEA and other local statutes, laws, ordinances, and regulations including, but not limited to, those relating to the required special education services, facilities for individuals with disabilities, student enrollment and transfer, corporal punishment, student discipline, and positive behavior interventions. The CONTRACTOR shall also fully cooperate with any due process or complaint investigations.

5. DEFINITIONS AND ACRONYMS

The following acronyms and definitions shall apply for the purpose of the contract:

- BIP (Behavior Intervention Plan)
- CONTRACT (Master Contract)
- CONTRACTOR - the term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents and employees.
- CDE (California Department of Education)
- CDOJ (California Department of Justice)
- DAYS - Calendar days, unless otherwise specified
- DIS (Designated Instruction Service); also known as "Related Services"
- FAPE (Free Appropriate Public Education)
- FERPA (Family Educational Rights and Privacy Act of 1974)
- IEP (Individualized Education Program)
- ISA (Individual Service Agreement)
- ITP (Individual Transition Plan)
- IMMEDIATE - within 24 Hours
- LEA (Local Education Agency)

- LEA Representative - the term "LEA representative" means a LEA administrator designated to be responsible for nonpublic school/agencies. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for the contract, unless otherwise specified in the contract.
- LICENSE - the term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).
- CREDENTIAL - the term "credential" means a valid credential, life diploma, permit, or document in special education or student personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- LRE (Least Restrictive Environment)
- NOTIFICATION - within fourteen (14) calendar days, unless otherwise specified.
- NPA (Nonpublic Agency, as defined in EC 56035)
- NPS (Nonpublic School, as defined in EC 56034)
- OAH (Office of Administrative Hearings)
- PARENT - "Parent" means:
  i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
  ii. a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child,
  iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare,
  iv. a surrogate parent,
  v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

  Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

- Qualified - The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

  Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or

approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (r)).

- SELPA (Special Education Local Plan Area)
- SELPA AU (Special Education Local Plan Area Administrative Unit)
- SubCONTRACTOR - any individual contracted to provide direct service to student.
- SPI (Superintendent of Public Instruction)

6. NO DISCRIMINATION

LEA and CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

In the event any CONTRACTOR employee, working on a public school campus, alerts CONTRACTOR or LEA of a concern, CONTRACTOR and LEA shall coordinate efforts to respond and rectify any validated concerns.

7. GOVERNING LAW

The terms and conditions of the Contract shall be governed by the laws of the State of California with venue in Santa Clara County, California.

II. ADMINISTRATION OF MASTER CONTRACT

8. NOTICES

All notices involving 1) revocation of CONTRACTOR's certification, 2) Master Contract disputes, 3) changes of LEA student's residence outside of current LEA attendance area, 4) termination of ISA, 5) termination of Master Contract, 6) notification of cancellation or material change in CONTRACTOR's or LEA's insurance coverage, and 7) LEA's reasonable objections to a subCONTRACTORs liability insurance policy, are required to be given to the LEA and/or CONTRACTOR in writing and may be delivered in person or by certified or registered mail, postage prepaid or by other delivery services. Notices to LEA shall be addressed to *(insert district person's name and address)* _____ _____. Notices to CONTRACTOR shall be addressed to CONTRACTOR's address *(insert CONTRACTOR's name and address)* _____ _____. If mailed, notice shall be effective as of the date of postmark on receipt by addressee. If delivered by hand, the effective date shall be the date of receipt of addressee.

9. MASTER CONTRACT DISPUTES

Any disputes or disagreements between CONTRACTOR and LEA regarding implementation or interpretation of this Master Contract, or otherwise relating to this Master Contract, that are not informally voluntarily resolved shall be addressed and/or resolved as set forth in this section of the Master Contract. This provision in this section of the Master Contract, shall apply to all disputes and disagreements related to events that occur and/or injuries that are incurred and/or commence during the term of this Master Contract, even if the party claiming injury first discovers the events and/or injuries giving rise to the disagreement or dispute or first notifies the other party of the disagreement or dispute, after expiration of this Master Contract. For purposes of this section of the Master Contract, the term "injury" shall include monetary and/or non–monetary injuries.

Step One: The party claiming injury as a result of the facts underlying the dispute or disagreement shall first attempt to resolve the dispute directly between senior level representatives of the parties. If CONTRACTOR is the party claiming injury, CONTRACTOR shall notify the LEA's Special Education Director or other LEA employee known or reasonably believed to be responsible for LEA's special education program, of the existence of a disagreement or dispute and attempt to resolve the matter informally

Step Two: If the dispute or disagreement is not resolved at Step One, the party claiming injury as a result of the facts underlying the dispute or disagreement shall notify the Administrator of the SELPA of which the LEA is a member and request that the SELPA administrator facilitate a meeting to assist both parties in resolving the dispute or disagreement. In order to attempt to resolve the dispute or disagreement, both parties must agree to participating in the facilitated meeting.

Step Three: If the dispute or disagreement is not resolved at Step Two, the party claiming injury, if it wishes to pursue resolution of the dispute or disagreement, shall notify the other party in writing that it wishes to proceed to Step Three, which involves a neutral third-party mediator. The cost of the mediator will be shared by both parties.

In this step, both parties have the opportunity to share information, describe the issues, discuss their interests and understandings, and explore ideas for the resolution of the dispute. Both parties must agree to participating in the mediation. The process remains voluntary in that the parties are not required to come to agreement. The mediator does not have the power to decide for the parties but can help the parties find a mutually acceptable resolution.

Step Four: If the dispute or disagreement is not resolved at Step Three, the party claiming injury may seek legal and/or equitable redress in a court of competent jurisdiction, or if mutually agreed to in writing by the parties, may submit the matter to the binding arbitration by an arbitrator or arbitration service to be agreed to by the parties.

10. SUBCONTRACTS AND ASSIGNMENT

A. CONTRACTOR shall have available a list to LEA of subcontracts for any of the related services contemplated, including transportation, under this Contract.

B. SubContracts for the provision of special education and related services may be entered into only with NPS/NPA's certified by the California Department of Education (CDE) except for an individual providing speech and language therapy, occupational therapy, or psychological or educational assessment who has a current license issued by the applicable licensing authority for those services provided.

C. CONTRACTOR agrees that any subCONTRACTORs providing educational instruction or services including transportation shall keep in effect an appropriate policy of liability insurance as outlined in item 15 (Insurance) of the master contract. . CONTRACTOR agrees that subCONTRACTORs providing transportation shall keep in effect a liability insurance policy providing at least $1,000,000.00 coverage. CONTRACTOR shall ensure that such subCONTRACTOR shall require the subcontractor's insurance provider to send written notice of cancellation to LEA at least twenty (20) days prior to cancellation or material change in coverage. Proof of insurance shall be provided to LEA prior to the beginning of transportation services by a subCONTRACTOR and upon renewal of coverage thereafter. Transportation subCONTRACTORs shall submit copies of insurance policies upon request of LEA; otherwise, certificates of insurance may be acceptable proof, provided that the information thereon is adequate and verifiable.

11. INDEPENDENT CONTRACTOR STATUS

This Contract is by and between two independent entities and is not intended to and shall not be constructed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

12. CONFLICTS OF INTEREST

CONTRACTOR shall provide to SELPA a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not request or recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest. The CONTRACTOR shall have in place a policy to ensure that employees inform CONTRACTOR of any dual relationship with parents of students who are clients of LEA/CONTRACTOR. CONTRACTOR shall inform LEA of parents who hire employees of CONTRACTOR to provide independent services for parents on behalf of their students outside business hours. The LEA may find that this type of dual relationship is a conflict of interest and may request that any employee of the CONTRACTOR who engages in a dual relationship be reassigned from providing support services to the student during school hours.

The LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e. before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator who's IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

13. TERMINATION

A. This Contract may be terminated for cause by LEA or CONTRACTOR at any time. To terminate this Contract either party shall give no less than 20-calendar days written notice prior to the date of the termination (EC 56366 (a) (4)). Upon termination without default of CONTRACTOR, LEA shall make payment, without duplication, for all services satisfactorily performed and verified expenses incurred to date of termination. Expenses shall be itemized for review and approval by LEA.

B. In consideration of this payment, CONTRACTOR waives all right to any further payment of damage and shall turn over to LEA everything pertaining to its services hereunder, possessed by CONTRACTOR or under its control at the time of termination.

C. Individual Service Agreements (ISA's) for NPS/NPA services may be terminated without advance notice if both parties agree to do so in writing.

D. LEA shall not terminate this contract or Individual Service Agreements for Nonpublic, Nonsectarian School/Agency Services because of the availability of a public class initiated during the course of the contract unless the parent agrees to the transfer of a student to a public school program through the IEP process. (EC 56366 (a) (4))

E. Continued enrollment and provision of a free appropriate public education ("FAPE") to a student currently attending NPS and/or receiving services from a NPA shall not be terminated when stay put is ordered by OAH under California Education Code § 56505.

14. INDEMNIFICATION

CONTRACTOR shall defend, hold harmless and indemnify LEA and its governing board, officers, administrators, agents, employees, independent contractors, subCONTRACTORs, consultants, and other representatives, from all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including reasonable attorney's fees and costs, from any cause whatsoever arising from or connected with its service hereunder, whether or not resulting from the negligence of CONTRACTOR, its agents or employees. CONTRACTOR shall save harmless and indemnify and defend LEA and its governing board, officers, agents and employees from all damages of every nature and description proximately caused by negligent or willful acts or omissions by CONTRACTOR, its agents or employees in the course of rendering service(s) under this Agreement.

LEA shall defend, hold harmless and indemnify CONTRACTOR and its governing board, officers, administrators, agents and employees from all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation all consequential damages, from any cause whatsoever arising from or connected with its service hereunder, whether or not resulting from the negligence of LEA, its agents or employees. LEA shall save harmless and indemnify and defend CONTRACTOR and its governing board, officers, administrators, agents and employees from all damages of every nature and description proximately caused by negligent or willful acts of omissions by LEA, its agents or employees in the course of rendering service(s) under Contract.

Notwithstanding any contrary provisions herein, both parties agree that it retains legal responsibility for its own actions in complying with any and all obligations it has under state and federal law and will not be indemnified for the same.

15. INSURANCE

CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR'S fulfillment of any of its obligations under this Agreement or either party's use of the Work or any component or part thereof:

A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

$ 2,000,000 per occurrence
$ 500,000 fire damage
$ 5,000 medical expenses
$ 1,000,000 personal & adv. injury
$ 3,000,000 general aggregate
$ 2,000,000 products/completed operations aggregate

B. **Business Auto Liability Insurance** for all owned scheduled, non-owned or hired automobiles with a $1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as an approved service location by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

C. **Workers' Compensation and Employers Liability Insurance** in a form and amount covering CONTRACTOR'S full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits
Part B - $1,000,000/$1,000,000/$1,000,000 Employers Liability

D. **Errors & Omissions (E & O)/Malpractice (Professional Liability)** coverage, **including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy,** with the following limits:

$ 1,000,000 per occurrence
$ 2,000,000 general aggregate

E. CONTRACTOR, upon execution of this Master Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the District's Board of Education as additional insured's premiums on all insurance policies shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

F. Any deductibles or self-insured retentions above $100,000 must be declared to and approved by the LEA. At its option, the LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.

G. For any claims related to the services, the CONTRACTOR's insurance coverage shall be primary insurance as respects the LEA, its subsidiaries, officials, and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials, and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

H. All Certificates of Insurance shall reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

If the LEA or CONTRACTOR determines that changes in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH RESIDENTIAL TREATMENT FACILITY ("RTC")

When CONTRACTOR is a nonpublic school affiliated with a residential treatment center (NPS/RTC), the following insurance policies are required:

A. **Commercial General Liability** coverage of **$3,000,000** per **Occurrence** and **$6,000,000 in General Aggregate**. The policy shall be endorsed to name the LEA and the Board of Education as named additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above $100,000 without the prior written approval of the LEA.

B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of **$1,000,000/$1,000,000/$1,000,000**.

C. **Commercial Auto Liability** coverage with limits of **$1,000,000** Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is $5,000,000 Combined Single Limit per Occurrence.

D. **Fidelity Bond or Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment, or other assets. Minimum amount of coverage shall be **$250,000** per occurrence, with no self-insured retention.

E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of **$3,000,000** per occurrence and **$6,000,000** general aggregate.

F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of **$3,000,000** per occurrence and **$6,000,000** general aggregate.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

16. CHANGE OF RESIDENCE

CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of changes in student's residence. CONTRACTOR shall notify LEA in writing of student and/or parent's change of residence within five (5) school days after CONTRACTOR becomes aware of said change.

If the student's new residence is located within an area outside of LEA's service boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered after the student's change of residence if CONTRACTOR had knowledge of the student's change of residence.

CONTRACTOR shall notify LEA immediately (within 24 hours) when the CONTRACTOR becomes aware of an emergency change of placement (i.e., hospitalization, juvenile hall, shelter, etc.)

17. LICENSED CHILDCARE INSTITUTION (LCI) CONTRACTOR

If CONTRACTOR is also a licensed childcare institution (LCI), Contractor shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care room and board to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the Contractor operates a program outside of the state, Contractor must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located. CONTRACTOR shall adhere to the legal requirement regarding educational placements for LCI students as stated in Education Code Section 56366.9. A LCI shall not require that a student be placed in its NPS or receive NPA services from the LCI provider as a condition of being placed in its residential facility. In providing appropriate programs to individuals with exceptional needs residing in LCIs or foster family homes, the LEA shall first consider services in programs operated by public agencies. If those programs are not appropriate, special education and related services shall be provided by contract with an NPS.

The LEA which placed a student living in an LCI or foster family home in an NPS shall conduct an annual evaluation, as part of IEP process, to determine whether the placement is in the least restrictive environment (LRE). The CONTRACTOR shall report to the LEA that made the placement, on a quarterly or trimester basis, as appropriate, the educational progress demonstrated by the student toward the attainment of goals and objectives specified in the IEP.

The LEA is not responsible for the costs associated with NPS placements and related services until the date on which an IEP meeting is convened pursuant to law during which the IEP team determines that a NPS placement and related services are appropriate, and the IEP is signed by all necessary parties, including the LEA student's parent or another adult with educational decision-making rights.

Any educational funds received from an LEA for the educational costs of students placed in an NPS shall be used solely for those purposes and not for the costs of the residential programs.

18. CERTIFICATION AND WAIVER

When a CONTRACTOR seeks renewal of certification, the CONTRACTOR shall provide the LEA, in which the applicant is located, written notification of its intent to seek renewal.

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 et seq. and within the professional scope of practice of each provider's license, certification and/or credential. A current copy of CONTRACTOR's nonpublic school/agency certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this contract is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification.

In addition to meeting the certification requirements of the State of California, Contractor that operates a program outside of this state shall be certified or licensed by that state to provide, respectively, special education and related services to students under the federal Individuals with Disabilities Act (20 U.S.C. Sec. 1400 et seq.).

19. FACILITIES MODIFICATION

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations, Section 550, and California Education Code, section 32001. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances.

20. RENEWAL

LEA/CONTRACTOR may, but is not required to, renew this Master Contract in subsequent Contract years.

21. ENTIRE AGREEMENT

This Contract and any exhibits or attachments hereto constitute the entire Contract between LEA and CONTRACTOR and supersedes any prior or contemporaneous understanding or contract with respect to the services contemplated. This Contract binds the heirs, successors, assignees, agents, and representatives of CONTRACTOR.

22. SEVERABILITY CLAUSE

If any provision of this Contract is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Contract shall be severable and remain in effect.

23. AUTHORIZED REPRESENTATIVE

Authorization to enter into this agreement on behalf of the LEA is strictly limited to the LEA Governing Board/Superintendent/designee as the sole individual who has the capacity to act as a representative on behalf of the school district.

III. EDUCATIONAL PROGRAMS

24. FREE AND APPROPRIATE PUBLIC EDUCATION

Unless otherwise agreed to, in writing, by LEA and CONTRACTOR, CONTRACTOR shall not accept payment from a parent for, or provide any services outside of those identified in a particular student's ISA. This clause shall not apply to the ability of a CONTRACTOR to accept payment from parents for additional services funded solely by parents' private insurance, so long as LEA and CONTRACTOR agree in writing to this arrangement, and so long as CONTRACTOR ensures that parents' payments are being made from a private insurance source only. Further, this clause is not intended to affect a CONTRACTOR'S ability to accept private payment for a student not being served under an ISA by that CONTRACTOR.

Unless otherwise agreed to by LEA and CONTRACTOR, CONTRACTOR shall be responsible for the provision of all programmatic supplies, equipment, or facilities specified in the students' IEP and ISA. No charge of any kind to parents shall be made by CONTRACTOR for special education and/or related services specified on the student's IEP, including screening or interviews which occur prior to or as a condition of the student's enrollment under the terms of this Contract, except as specified in writing signed by all relevant parties and attached to the student's ISA. This provision does not apply to voluntary activities unnecessary to provide the student with a free appropriate public education conducted after written notification to parents as to the cost and the voluntary nature of the activity. Unless the activity takes place during a school vacation or holiday, students not participating in such activities shall continue to receive special education and/or related services as set forth in their IEPs. CONTRACTOR shall guarantee that all charges to the LEA are consistent, justified, and based on standards applied to all students enrolled and attending the NPS/NPA.

If an individual's IEP requires specialized low incidence equipment based on their qualifying disability, the specialized equipment and/or supplies shall be provided by the LEA unless otherwise specified in the ISA. The LEA shall provide the low incidence equipment and/or supplies identified in the student's IEP unless the CONTRACTOR specifically agrees in the ISA to provide them. Supplies and/or equipment purchased and/or provided by the SELPA/LEA remain the property of the SELPA/LEA, and the supplies and/or equipment purchased by the CONTRACTOR remain the property of the CONTRACTOR.

If the IEP team determines that the individual with an IEP requires Assistive Technology and/or Augmentative Alternative Communication (AT/AAC) devices, equipment and/or materials, the LEA shall provide such items unless the LEA and the NPS/NPA agree otherwise. AT and/or AAC devices, equipment and/or materials purchased by the LEA remain the property of the LEA.

In the event that a foster youth may be placed in a NPS, the contractor and LEA will work collaboratively with the LEA Foster Youth Liaison to ensure and facilitate proper school placement enrollment, transfer of credits, records, grades and checkout from school. (EC 48853.5 (e) (1) and AB490) Whenever a change in foster child's residence occurs, the foster child has a right to remain in the school of origin to the end of the highest grade maintained at that school. Decisions regarding placement are IEP decisions which should include participation of LEA Foster Youth Liaison as appropriate.

25. COPY OF IEP AND PROGRAM OF INSTRUCTION

Upon referral of a student to CONTRACTOR the LEA shall provide CONTRACTOR with a copy of that student's IEP, as well as available assessment information, and facilitate, if requested, an observation of the student. CONTRACTOR retains the right to decline enrollment of any student. CONTRACTOR shall notify the LEA of its decision to decline enrollment. CONTRACTOR will provide student a program of instruction that is consistent with each student's IEP as specified in the ISA's for NPS/NPA. The general program of instruction provided to students under the ISA for NPS/NPA shall be responsive to LEA's required sequence of courses and related curriculum for students and be responsive to the IEP goals and objectives assigned by NPS/NPA. The program of instruction shall be described in writing and a copy provided to LEA prior to the effective date of this Contract.

Designated instruction and related services will only be provided during the period of the student's regular or extended school year program, or both, and shall occur at the school site, unless otherwise specified by the student's IEP. CONTRACTOR shall ensure that Individual Transition Plans (ITP's) are completed for all students at the age of 16 years and older. CONTRACTOR agrees to use SELPA IEP/ ITP forms and SELPA service logs.

26. SERVICE/PROGRAM MONITORING

LEA and CONTRACTOR shall work collaboratively to fulfill monitoring requirements specified in Education Code 56366.1(e)(3)(B). CONTRACTOR shall allow access by LEA to its facilities for periodic monitoring of each LEA student's instructional program and shall participate in the formal review of each student's progress. LEA shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR, and review each LEA student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. If CONTRACTOR is also a LCI (and/or NPS/RTC), the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

CONTRACTOR shall participate in the LEA/CDE On-site and Self Review and if applicable, CDE-led district reviews. This review will address programmatic aspects of the Nonpublic School/Agency, compliance with relevant state and federal regulations, and Master Contract compliance.

27. STUDENT DISCIPLINE/ SUSPENSION AND EXPULSION

Suspensions and expulsions of students by CONTRACTOR shall be consistent with the provisions of the California Education Code and California Code of Regulations (EC 48900 et seq. and 48915.5 et seq.) CONTRACTOR shall have a written policy regarding suspension and expulsion procedures. CONTRACTOR shall notify within five (5) days and provide written documentation to LEA each time a student is suspended, including the reason for said suspension. Written documentation shall include, but not be limited to, student's name, date, time, offense, rationale for disciplinary action taken, and an attached copy of all applicable Behavior Plans (i.e. goals, BIP's, etc.). CONTRACTOR agrees to contact LEA to schedule a manifestation determination at an IEP meeting no later than the 10th day of suspension. CONTRACTOR shall collaborate with LEA representatives at an IEP team meeting where the manifestation determination will be made.

28. GRADUATION REQUIREMENTS

If the student is enrolled in a NPS and is of secondary school age, LEA will list the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of diploma requirements and specify levels of proficiency in basic skills as measured by LEA approved proficiency tests. Standardized tests including state mandated assessments shall be administered pursuant to LEA state and federal guidelines. For students in grades nine through twelve, inclusive, LEA will provide a current transcript and a specific list of courses required. At the close of each semester CONTRACTOR shall prepare transcripts and submit them to the student's district of residence for evaluation of progress toward completion of diploma requirements.

At the close of each semester, or upon student transfer for students in grades nine (9) through twelve (12), inclusive, CONTRACTOR shall update transcripts and submit them upon request to the student's school of residence. Six months prior to graduation, CONTRACTOR shall notify LEA of the transition to high school for graduation.

FOSTER YOUTH - AB 167 – Assembly Bill 167 refers to California legislation that amended Ed Code to exempt students in foster care from school district graduation requirements that exceed state graduation requirements if the student transfers to the district, or transfers from one high school to another within a district in the 11th or 12th grade if the student would not be reasonably able to complete the additional district requirements. AB 167 requires school districts to provide notice to foster youth exempted from additional district requirements if failure to satisfy

such local requirements will affect the student's ability to gain admission to a postsecondary educational institution.

When a student exits from special education, as a result of earning a diploma, aging out or returning back to LEA, the CONTRACTOR shall provide to the LEA a summary of student's academic achievement and functional performance along with recommendations how to assist the student in meeting their post-secondary goals.

For purposes of this provision if the needs of the students are such that the IEP team determines that a functional skills curriculum is most appropriate, the educational program shall be designed to be in alignment with the essential state standards and will result in the awarding of a certificate of completion either by the LEA or the NPS as determined by mutual agreement.

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) be consistent with LEA's and CDE's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; and (c) provide the services as specified in the LEA student's IEP and ISA. LEA students shall have access to: (a) State Board of Education (SBE) - adopted standards-based, core curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards –aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the nonpublic school; (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans that are in compliance with state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. CONTRACTOR's general program of instruction shall be described in writing and available to the SELPA prior to the effective date of this Master Contract.

29. REASONABLE VISITATION/ PARENT ACCESS

CONTRACTOR will provide for reasonable parental access to LEA students and all facilities including, but not limited to: the instructional setting, recreational activity areas, meeting rooms and LEA student living quarters, for those parents whose children reside in the living quarters. CONTRACTOR shall ensure that parental visits are in agreement with court order, if any.

CONTRACTORs operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for the therapeutic visits from the CONTRACTOR and LEA at least thirty (30) days in advance. CONTRACTOR shall facilitate all parent travel and accommodations and provide travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA consistent with LEA Procedures.

CONTRACTOR providing services in the student's home as specified in the IEP shall ensure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization for in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported to parents, both verbal and written, shall also be provided, in writing, to the LEA.

30. WITHDRAWAL BY PARENT

CONTRACTOR shall immediately report by telephone to LEA if a student is withdrawn from school by the parent. CONTRACTOR shall confirm such telephone call in writing immediately or no later than five (5) school days.

31. MEDICATIONS

Unless otherwise set forth in the student's ISP, CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the LEA student with the administration of such medication after the LEA student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

32. ACCIDENT/INCIDENT REPORT

Contractor agrees to submit a written accident report to LEA within 24 hours of incident when a student has suffered an injury requiring medical attention provided by a medical practitioner resulting from physical restraint, injured another individual, is named as a suspected perpetrator or victim in an official sexual harassment complaint, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

33. STUDENT RECORDS

CONTRACTOR agrees to keep a current listing of names and positions of employees who have access to confidential records. All student records shall be kept in a secure location preventing access by unauthorized individuals. CONTRACTOR will maintain access log delineating date, time, agency, and identity of individual for any authorized person accessing student records who is not in the direct employ of the CONTRACTOR. SubCONTRACTORs shall not be considered in the direct employ of the CONTRACTOR for the purposes of accessing student records. Nevertheless, pursuant to EC 49076(b)(6), CONTRACTOR may provide subCONTRACTORs access to student records when the subCONTRACTOR provides services within CONTRACTOR's educational institution and has a legitimate interest in the information contained in the student records. CONTRACTOR also agrees to comply with the parental right to request records and the parental right to inspect a student's file as defined in the federal law under Family Educational Rights and Privacy Act of 1974 ("FERPA") and the California Educational Code § 49000 et seq. and § 56000 et seq.

34. ACCESS TO RECORDS

CONTRACTOR shall insure that records of access are maintained for individual files. These records shall include the name of the party, date, and purpose of access.

35. PROGRESS REPORTS

Progress reports relating to goals and objectives in a student's IEP and other data required for review shall be sent by CONTRACTOR to LEA and parent on a quarterly basis or trimester as appropriate. Additional reporting periods may be identified by the IEP team. Upon request, an updated report shall be provided if there is no current progress report, whenever a student is scheduled for an IEP review by LEA's Individualized Education Program team or when a student's enrollment is terminated. CONTRACTOR shall establish grading policies to be followed unless otherwise specified in student's IEP.

36. FORWARDING OF RECORDS

CONTRACTOR agrees, in the event of school or agency closure, to forward student records immediately but no later than seven (7) days to LEA. These shall include, but are not limited to, current transcripts, IEP/IFSP reports and results of proficiency testing and State Assessments.

37. IEP/IFSP MEETINGS

The CONTRACTOR is responsible for providing the student's special education teacher and the related services or personnel appropriate to represent the related services at required IEP /ITP meetings. These meetings will be held at the NPS unless otherwise approved by the LEA and CONTRACTOR. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. The LEA is responsible for scheduling and issuing the Notice of Meeting for all IEP team meetings. Parents or guardians shall be notified of the IEP meeting early enough to ensure an opportunity to attend. Proper notice of meeting shall include the purpose, time, and location and who shall be in attendance. Every effort shall be made to schedule the IEP meetings at a time that is mutually convenient to parents, LEA, and CONTRACTOR's staff. Parents or guardians shall be informed in the notice of the right to bring other people to the meeting who has knowledge or special expertise of the student. The CONTRACTOR shall ensure private and confidential communication between the student and members of the IEP team, at the student's discretion. Transition services (designed with a results-oriented process focused on improving the academic functional achievement of the child) must be addressed in the IEP for the student no later than in the year in which they turn 16 years of age. Extended school year shall be discussed as part of the IEP meeting with an emphasis on student need.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The LEA or SELPA shall provide training for any NPS and CONTRACTOR to ensure access to the approved system. The CONTRACTOR shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a student dis-enrolls from the NPS/NPA, the NPS/NPA and LEA shall discontinue use of the approved system for that student.

38. STATEWIDE MANDATED ASSESSMENT

CONTRACTOR shall administer all statewide achievement tests and any other state assessment as mandated by LEA pursuant to LEA and/or CDE guidelines.

Each student, subject to the alternative accountability system pursuant to EC section 52052, placed in an NPS by an LEA, shall be tested by qualified staff of the NPS in accordance with that accountability program.

The CONTRACTOR agrees to conform to the approved testing calendar window. The LEA shall provide opportunities for training as necessary and requested by the contractor. The LEA shall provide all appropriate test materials to the NPS for administration of the tests.

NOTE: CONTRACTOR shall determine its state-mandated testing period subject to EC section 60640. CONTRACTOR shall notify the LEA of a student enrolled in the school of its testing period. CONTRACTOR's staff, who shall administer the assessments, shall attend the regular testing training sessions provided by the LEA. If CONTRACTOR's staff have received training from one LEA or similar agency, that training will be sufficient for all LEAs that send students to the CONTRACTOR.

39. SCHOOL ACCOUNTABILITY REPORT CARD

The NPS shall prepare a school accountability report card in accordance with EC section 33126.

40. CLASS SIZE-NONPUBLIC SCHOOL

When Contractor is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students. Upon written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of one (1) teacher to fourteen (14) students when necessary, during the regular or extended school year to provide services to students with disabilities.

In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the nonpublic school shall develop a plan to assure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and the LEA may agree to one thirty (30) school day period per contract year where class size may be increased to assure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a nonpublic agency. CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

41. RELATED SERVICES

Unless otherwise specified in the LEA student's IEP and/or ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student is scheduled to attend school. If student misses a related service session due to staff absence, that session shall be provided within thirty (30) school days.

Any adjustment, correction, addition or offer of added work shall be discussed with the CONTRACTOR and not the teacher or direct service provider.

Upon mutual agreement between contractor and district, related services may be provided outside of regular hours to meet the needs of the student and/or unique circumstances.

42. DUE PROCESS AND COMPLAINTS

CONTRACTOR shall fully participate in due process proceedings before OAH, including mediations and hearings, as requested by LEA. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency.

LEA shall inform parent(s) of their due process rights upon 1) each notification of an IEP meeting; 2) reevaluation of their child; 3) registration of a complaint or a request for a due process hearing; and (4) the commencement of an expulsion proceeding. Upon request by LEA, CONTRACTOR shall assist the LEA in meeting its due process notification obligations.

43. STATE MEAL MANDATE

CONTRACTOR shall assist LEA to meet the LEA's responsibilities to satisfy the State Meal Mandate under **California Education Code sections 49005 et seq.; 49501.5, the universal meal mandate enacted by AB 130 (2021-2022); 49530 et seq; and 49550 et seq.**

44. HEALTH AND SAFETY

CONTRACTOR shall require all regular and substitute employees, volunteers, and any other individual who may come into contact with a student on school grounds to provide verification of having been tested for tuberculosis and cleared to work with minors as evidenced by a state licensed medical doctor's signature. CONTRACTOR shall keep a copy of said information in the employee file or volunteer file.

CONTRACTOR agrees all employees, subCONTRACTORs, volunteers, and any other individual who may come into contact with a student on school grounds to follow universal health care precautions when providing medical treatment or assistance to a student.

CONTRACTOR further agrees to provide annual training to all employees, volunteers, and any other individual who may come into contact with a student on school grounds regarding universal health care precautions and to post required notices in areas designated by the California Health & Safety Code.

45. BEHAVIOR MANAGEMENT/ POSITIVE BEHAVIOR SUPPORT

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following:

(1) any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock; (2) an intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual; (3) an intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (4) an intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma; (5) restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention; (6) locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room; (7) an intervention that precludes adequate supervision of the individual; (8) an intervention that deprives the individual of one or more of his or her senses.

In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

All restraint practices must be reviewed and revised, consistent with law (AB 2657, Ed Code 5621.1). CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of a LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

46. STUDENT RETURN TO DISTRICT

CONTRACTOR and LEA shall assist all SELPA and LEA policies and procedures that support Least Restrictive Environment ("LRE") options and/or Dual Enrollment options for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommendations activities to support the transition. This may include, but not be limited to, facilitation of dual enrollment, scheduling, transportation arrangements and other student supports. These provisions shall also apply to mediated agreements and OAH decisions.

47. EDUCATIONAL REPRESENTATIVE/SURROGATE PARENT

CONTRACTOR agrees to notify the SELPA office within seven (7) days when the CONTRACTOR becomes aware of the need for the appointment of a surrogate parent. LEA agrees to notify the CONTRACTOR within seven (7) days if an Educational Representative has been appointed for the student by court order. A surrogate parent is necessary only when an Educational Representative has not been found/ appointed by the Court. CONTRACTOR agrees that the LEA will select and appoint said surrogate. CONTRACTOR agrees that the SELPA will train the surrogate. A surrogate parent must have no interests that conflict with the interests of the

child, have knowledge and skills that ensure adequate representation of the child, and may not be an employee of a public or private agency involved in the education and/or care of the child. The surrogate parent will sign an affidavit stating that no such conflict of interest exists, and this affidavit will be kept on file by the SELPA.

48. GRADE LEVEL ASSIGNMENT

All students enrolled in NPS shall be assigned a grade level commensurate with their chronological age if it is not designated on the IEP prior to admission. If student is participating in a functional skill development program, the grade assigned shall be determined by the following formula (age – 5 = grade level).

49. MIDDLE SCHOOL/ HIGH SCHOOL TRANSITION

When student is to transition to a high school district, the LEA/CONTRACTOR shall follow the SELPA policy as outlined in the Local Plan as it relates to fiscal responsibility. All services provided in ESY are the fiscal responsibility of the elementary district.

50. OVERSIGHT/ PLACEMENTS/ EDUCATIONAL PROGRESS

The LEA shall evaluate NPS placements through the IEP process. Included in this evaluation, is a review of IEP stated goals and state assessment results in order to determine if student is making appropriate educational progress. The LEA shall consider whether or not the needs of the student require an NPS and whether changes to the IEP are necessary, including whether the student may be transitioned to a public school setting.

IV. PERSONNEL

51. CREDENTIALS AND LICENSES/FINGERPRINT CLEARANCE

The CONTRACTOR providing special education and designated instruction and services must utilize staff that holds a certificate, permit, or other document equivalent to that which staff in a public school are required to hold.

EC Section 56366.1(n) requires all teachers in nonpublic schools to meet the same credentialing requirements as those for public school teachers. Only those nonpublic, nonsectarian schools or agencies located outside of California that employ staff that hold a current valid credential or license to render special education and related services as required by that state shall be eligible to be certified.

When CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight, and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with students with disabilities. (B) A student personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education. special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5))

A. CONTRACTOR shall be responsible for verification of security clearance, credentials, and licenses held by its employees, agents, and subCONTRACTORs. Education credentials shall be on file at the NPS/NPA office. A copy of the CDE Certification will be submitted with the contract to the LEA.

B. CONTRACTOR shall provide to LEA on annual basis copies of appropriate credentials and/or license(s) if change of staff occurs, which directly affects the students. CONTRACTOR shall notify LEA in writing within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students.

C. CONTRACTOR shall require all employees and all subCONTRACTORs to submit fingerprints consistent with California Education Code Section 44237. CONTRACTOR shall comply with the requirements of Education Code Section 45125.1 including, but not limited to: obtaining California Department of Justice (CDOJ) clearance for CONTRACTOR'S employees; prohibiting its employees from coming in contact with students until CDOJ clearance is ascertained: and certifying in writing and providing such certification to the LEA that none of its employees who may come in contact with students have been, convicted of a violent or serious felony. Nor will any person be employed who has been convicted of or entered a plea of nolo contender to charges of any sex offense as defined in Education Code § 44010 or to a felony that would disqualify that person from employment pursuant to EC 44237. The requirements of this section apply to all of contractors, subcontractors, in addition to employees.

D. This provision shall apply in all circumstances except those in which a written waiver has been granted by the State of California Board of Education with respect to state laws and regulations or by LEA with respect to its requirements.

52. TEACHER ABSENCE

When a classroom teacher/instructor is absent, CONTRACTOR shall employ a substitute teacher/instructor or provide coverage by an appropriately qualified and credentialed staff person. Coverage shall be provided in the classroom in place of the absent teacher for the entirety of the school day to provide instruction and fulfill other duties of the absent teacher. Upon written or oral request, CONTRACTOR shall provide to LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time. In regard to an NPA, when a related service provider is absent, CONTRACTOR shall employ a substitute service provider who is an appropriately credentialed staff person to provide service and fulfill other duties of the absent provider. The CONTRACTOR shall elect to reschedule the related service session consistent with Section 41 and 58 related services of this contract.

53. MANDATED REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164, et seq., and maintain documentation of such trainings. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. The contractor shall acknowledge the legal requirements and maintain written documentation and verification of staff training and adherence to such reporting including timelines, which shall be submitted upon request to the SELPA and the LEA (EC § 44691). CONTRACTOR shall further ensure that its SUBCONTRACTORS are similarly trained.

54. REPORTING OF MISSING CHILDREN

CONTRACTOR assures the LEA that all staff members, including volunteers, is familiar with and agrees to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

55. SEXUAL HARRASSMENT

CONTRACTOR shall have policy procedures in place to immediately (within 24 hours) report any allegations of conduct that may constitute sexual harassment as per federal and state law. This reporting must include appropriate governmental, social service, and law enforcement agencies as well as the LEA. CONTRACTOR shall ensure that an immediate and comprehensive investigation is commenced and shall keep the LEA fully informed of the progress and result of such investigation. CONTRACTOR further agrees to provide annual training to all employees regarding regulations concerning sexual harassment and related procedures.

V. FINANCIAL SECTION

56. SCHOOL CALENDAR

A. The CONTRACTOR shall submit to LEA a school calendar with the total number of billable days not less than the number of school days prescribed by the State of California for the regular school year (RSY) days, plus extended school year (ESY) as determined by the IEP team. Unless otherwise stated in a particular Student's IEP, billable days shall include only those days that are included in the submitted and approved school calendar or required by the IEP for each LEA student.

B. Services are not provided during winter break, spring break, intersessions, or the period between extended year and the fall semester.

C. LEA observes legal holidays including, but not limited to, the following: Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King, Jr. Day, Lincoln's Birthday, Washington's Birthday, Juneteenth, and Memorial Day, as specified in the LEA's official calendar.

57. STUDENT ABSENCES: NON-PUBLIC SCHOOL

No later than the fifth (5th) consecutive day of a student's absence, CONTRACTOR shall notify LEA of such absence in writing, unless a written time extension is granted by a LEA authorized representative.

CONTRACTOR will maintain written records regarding all LEA students' absences. These records shall indicate school and/or residential absences, as appropriate.

LEA shall not be responsible for payment for more than 8 cumulative days of absences per semester, unless a written time extension is granted by LEA. No more than three of the 8 cumulative absences shall be unexcused.

58. STUDENT ABSENCES: AGENCY ONLY

If the student is enrolled in a NPA, the LEA shall not be responsible for the payment of educational services when the student is absent. CONTRACTOR shall notify LEA in writing when the student absences exceed three (3) sessions. Make-up sessions may be scheduled but shall be limited 30 school days in which the original services were scheduled. Unless otherwise agreed, all related services shall be provided by CONTRACTOR during the LEA's regular school and extended school calendar days unless otherwise specified on the IEP. A unit of service for payment purposes is one day of attendance. LEA shall not be responsible for payment of services for days on which a student's attendance does not qualify for reimbursement under state law.

59. LEA and/or CONTRACTOR CLOSURE DUE TO EMERGENCY

NPS School Closure and Make-Up Day of Service

In the event of an NPS school closure due to an emergency consistent with guidelines followed by LEAs under Education Code Section 41422, the NPS would be permitted to schedule a makeup day of service. The NPS would

work collaboratively with LEAs and inform them of a date(s) during the current school calendar year on which the makeup day of service would occur.

The following shall apply in the event of a LEA or CONTRACTOR closure due to an emergency consistent with guidelines followed by LEAs under Education Code Section 41422:

Contractor is Open and LEA is Open or Closed

- If CONTRACTOR remains open during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.

Contractor Closure

- Unless otherwise directed by Executive Order, Law, or other similar directive, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to school closure.
- Unless otherwise directed by Executive Order, Law, or other similar directive, If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the signed ISA, as though the student were continuing in their regular attendance, until alternative placement can be found.

Both LEA and Contractor are Closed

- On days the LEA is funded via Waiver, Executive Order, Law or other similar directive, CONTRACTOR shall receive payment consistent with the signed ISA, until alternative placement can be found. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to school closure if stated by the Waiver guidance, Executive Order, Law or other similar directive.

When the emergency school closure is lifted, CONTRACTOR shall notify the LEAs it serves of any lost instructional minutes. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes and shall work together to amend IEP and ISA paperwork as appropriate. CONTRACTOR and LEA shall work collaboratively to resolve any payment and service disputes brought about by emergency closures. CONTRACTOR will provide documents, information, and clarification on services as requested by the LEA.

60. ATTENDANCE RECORDS

A. CONTRACTOR shall keep daily attendance of each student and shall report attendance monthly to LEA. Such attendance shall be filed with monthly invoices to LEA within thirty (30) days of the close of the school month. Separate attendance register forms must be submitted for all related services as specified on the IEP.

B. Original attendance registers submitted to the LEA with invoices for payment must be completed by the service provider whose signature must appear on said register. CONTRACTOR is responsible for verifying accuracy of said registers and for informing service providers of their personal responsibility for the completion and accuracy of said attendance registers.

C. CONTRACTOR shall permit LEA representatives, upon reasonable notice, to meet with staff of CONTRACTOR for the purpose of auditing attendance reporting.

D. The LEA is required to maintain school records in order to ensure the appropriate high school graduation credit is received by the student. The contract may allow for partial or full-time attendance at the NPS.

61. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be

limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications by-laws; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; evidence of electronic payments; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the student's record, and a description of the record/s provided. Such log needs to record access to the student's records by: (a) the student's parent; (b) an individual to whom written consent has been executed by the student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant the following access to student records: (a) the student;s parents; (b) employees of LEA of CONTRACTION having a legitimate educational interest in requesting or receiving information for the record, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEPs, BERs, incident reports, notification of injuries, and all other relevant reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days

62. INSTRUCTIONAL DAY

The total number of instructional minutes per school year provided by CONTRACTOR shall be equivalent to the number of instructional minutes established for LEA schools unless otherwise specified within the student's IEP or ISA, provided the ISA meets the minimum standards for instructional minutes as specified in Education Code. The number of instructional minutes shall be exclusive of recess, lunch, and passing time. For Pre-K through grade twelve (12), unless otherwise specified on the student's IEP or ISA, the number of minimum instructional minutes shall be as follows: one hundred eighty (180) instructional minutes shall be provided to pre & kindergarten students: two hundred thirty (230) instructional minutes shall be provided to students in grades one (1) through three (3): two hundred forty (240) instructional minutes shall be provided to students in grades four (4) through twelve (12).

63. PAYMENT UNIT: NON-PUBLIC SCHOOL ONLY

A unit of service for payment purposes is one day of attendance or apportionment absence as defined in California Education Code 46010. LEA shall not be responsible for payment of services for days on which a student's attendance or absence does not qualify for Average Daily Attendance (ADA) reimbursement under state law. Per Diem rates for students whose IEP's authorize less than full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day serviced.

CONTRACTOR shall notify LEA when Medi-Cal is billed for educationally related expenses.

64. PAYMENT UNIT: NON-PUBLIC AGENCY ONLY

A unit of service for payment purposes is one hour of related service. LEA shall not be responsible for payment of services for days on which a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law.

65. RATE SCHEDULE

The CONTRACTOR agrees to apply the same rate for the entire fiscal year. Education service(s) and/or related services offered by CONTRACTOR in accordance with the IEP and the charges for such service(s) during the term of this Agreement shall be as follows:

A. Nonpublic School only

	Rate	Period (specify)
Basic Education Program	$ 315.31	7/1/23 - 6/30/24 (see attached rate schedule)

B. Designated Instruction and Service and/or Other Related Services

(1)	Adapted Physical Education	$	per	
(2)	Behavior Intervention Services		per	
(3)	Day Treatment Services		per	
(4)	Language/Speech Therapy/Group		per	
(5)	Language/Speech Therapy/Indiv.		per	
(6)	Mental Health		per	
	a) Counseling/Group		per	
	b) Counseling/Individual		per	
	c) Counseling and Guidance		per	
(7)	Occupational Therapy		per	
(8)	One-on-One Aide		per	
(9)	Parent Counseling		per	
(10)	Physical Therapy		per	
(11)	Psychological Services		per	
(12)	Residential Treatment Services *Educationally Related Mental Health Board and Care*		per	
(13)	Social Work Services		per	
(14)	Transportation (if required)		per	
(15)	Other:		per	
	Other:		per	
	Other:		per	

66. PAYMENT DEMAND

If a student is enrolled in an NPS/NPA, with the approval of the LEA, prior to agreement to a contract or ISA, the LEA shall issue a warrant for services for up to 90 days during which time the contract shall be consummated. If after 60 days the Master Contract has not been finalized, either party may appeal to the SPI. Within 30 days of receipt of appeal, the SPI, or designee, shall mediate the formulation of a contract which shall be binding upon both parties.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; title of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

CONTRACTOR shall submit said demands for payment for services rendered no later than thirty (30) days after the end of the attendance accounting period in which said services are actually rendered. CONTRACTOR shall maintain separate registers for the basic education program and each related service. Original attendance forms (i.e., roll books for the basic education program and service logs and notes for each related service) shall be completed by the service provider whose signature must appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of reported attendance which is the basis of services being billed for payment and shall inform service providers of their personal responsibility for the services being reported as rendered.

Upon approval of said payment demand, LEA shall make payment in an amount equal to the number of creditable days of attendance multiplied by the agreed upon unit amount. Payment shall be made within forty-five (45) days of receipt by LEA of invoices properly submitted and approved by LEA.

If an LEA fails to send a warrant for the amount requested within forty-five (45) days or failed to notify the contractor within 10 working days of any reason why the requested payment shall not be paid, the NPS may require the LEA to pay an additional amount of 1.5 % of the unpaid balance per month until full payment is made, such interest being calculated beginning forty-six (46) days from receipt of the invoice. The CONTRACTOR shall bill the LEA for the interest due.

67. RIGHT TO WITHHOLD

LEA has the right to withhold payment to CONTRACTOR when: (A) CONTRACTORS performance, in whole or in part, either has not been carried out or is insufficiently documented; including but not limited to, failure to implement the individualized education program and all attachments incorporated therein of the student(s) for whom this Contract is written; (B) CONTRACTOR has neglected, failed or refused to furnish information or to cooperate with the inspection, review or audit of its program, work or records; (C) education and/or related services is provided by LEA students by personnel who are not appropriately credentialed/licensed or otherwise qualified; (D) Contractor was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and /or records; (E) CONTRACTOR has failed to provide to LEA all documents prior to school closure; (F) CONTRACTOR has failed to provide to LEA properly prepared invoices within thirty (30) days from the end of the attendance accounting period: or (G) CONTRACTOR has failed to provide to LEA proper rebilling invoices within (30) calendar days from the date that the original invoice was returned to CONTRACTOR. If LEA determines that cause exists to withhold payment to CONTRACTOR, within ten (10) working days written notice

shall be sent that LEA is withholding payment to CONTRACTOR. Such notice shall specify the basis for LEA's withholding payment. Within fourteen (14) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies which form the basis for LEA's withholding payment. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR'S time to respond by an additional fourteen (14) days.

68. AUDIT EXCEPTIONS

CONTRACTOR agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by LEA or by appropriate state or federal audit agencies occurring as a result of CONTRACTOR's performance of this Contract. CONTRACTOR also agrees to pay to LEA within thirty (30) days of written demand by LEA the full amount of LEA'S liability to the state, if any, resulting from any audit exceptions, to the extent such are attributable to CONTRACTOR's failure to perform properly any of its obligations under this Contract.

Upon request of LEA and except as otherwise provided by law, CONTRACTOR shall provide LEA, a state agency, a federal agency, and/or an independent agency/firm contracted by LEA, access to the following records: registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services: absence verification records (parent doctor notes, telephone logs, and related documents); staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers, dates of hire, and dates of termination: staff time sheets: non-paid staff and volunteer sign-in sheets; transportation and other related services subAgreements; school calendars; bell/class schedules; liability and workers compensation insurance policies; state nonpublic school and/or agency certifications; marketing materials; by-laws; lists of current board of directors/trustees, if incorporated; statements of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; federal/state payroll quarterly reports; and bank statements and cancelled checks. Such access may include inspections by LEA with prior notice.

All budgetary information and projections submitted by CONTRACTOR to LEA for purpose of contract negotiations shall be made available for the relevant Contract period being audited in order to assess the extent to which funds were expended consistent with such budgetary information.

CONTRACTOR shall comply with any requests resulting from an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm in a reasonable and timely manner. If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as result of CONTRACTOR's failure to perform, in whole or in part any of its obligations under this Contract as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

69. INSPECTION AND AUDIT

CONTRACTOR shall provide access to or forward copies of any books, documents, papers, reports, records, or other matter relating to the Contract upon request by LEA except as otherwise provided by state and federal law. All budgetary information and projections submitted by CONTRACTOR to LEA for purpose of contract negotiations shall be made available for the relevant Contract period being audited to assess the extent to which funds were expended consistent with said budgetary information. Fiscal records shall be maintained by CONTRACTOR for five (5) years and shall be available for audit. To the extent, the CONTRACTOR disagrees with the findings of the audit; the dispute process as authorized in section 9 shall be utilized for the resolution of the dispute.

70. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify the LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students. Upon request, CONTRACTOR shall provide to the LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students.

71. DEBARMENT CERTIFICATION

By signing this agreement, CONTRACTOR certifies that:

(a) CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(b) Has/have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives.

CONTRACTOR

Spectrum Center Inc

Name of Nonpublic, Nonsectarian School/Agency

Contracting Officer's Signature

Kyle Farris, SVP Operations

(Type) Name and Title

Apr 24, 2024

Date

LEA

Alum Rock School District

Authorized Representative/School District

Signature

(Type) Name and Title

Date

Spectrum Center
SCHOOLS AND PROGRAMS

PAYMENT PROVISION

Santa Clara SELPA

Period
7/1/2023 - 6/30/2024

2023-2024
Approved

Rate Schedule – Positive Attendance

Spectrum Center

Education service(s) offered by Spectrum Center, and the charges for such service(s) during this term, shall be as follows:

	Rate	Billable Days/Year
BASIC EDUCATION PROGRAM - Per Diem	315.31	210
Related Services		
Adaptive Physical Education-Individual & Consult	130.79	Hourly
Adaptive Physical Education-Group	95.76	Hourly
Language/Speech Therapy-Individual & Consult*	179.84	Hourly
Language/Speech Therapy-Group*	95.76	Hourly
Occupational Therapy-Individual & Consult	170.50	Hourly
Occupational Therapy-Group	130.79	Hourly
Counseling-Individual	172.83	Hourly
Counseling-Group	135.47	Hourly
One-to-One Instruction Aide	213.71	Daily
One-to-One Instruction Aide - Half Time	107.44	Daily
Lunch	12.98	Daily

**Includes Augmentative Services and Assistive Tech*

Transportation *District shall pay third party costs plus 15.5% admin fee*

Spectrum Van		
Zone 1 (0-14 miles round trip)	63.06	Daily
Zone 2 (15-19 miles round trip)	85.25	Daily
Zone 3 (20-30 miles round trip)	149.48	Daily
Transportation Aide	TBD	Daily

Special education transportation provided through the use of services or equipment owned, leased, or contracted by LEA shall be provided directly by LEA or under subcontract with CONTRACTOR

Approved by:

May 9, 2023

Kyle Farris, SVP Operations
Spectrum Center Inc

Thank you for your continued partnership.

Alum Rock School District MC 23.24 Unsigned

Final Audit Report 2024-04-25

Created:	2024-04-24
By:	Amanda Taylor (amanda.taylor@chancelight.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAdEJA8FpBqxOX9KsD98VT76SePN1uTGvh

"Alum Rock School District MC 23.24 Unsigned" History

Document created by Amanda Taylor (amanda.taylor@chancelight.com)
2024-04-24 - 6:32:36 PM GMT- IP address: 45.22.159.33

Document emailed to Kyle Farris (kyle.farris@chancelight.com) for signature
2024-04-24 - 6:32:59 PM GMT

Email viewed by Kyle Farris (kyle.farris@chancelight.com)
2024-04-25 - 1:52:47 AM GMT- IP address: 104.47.70.126

Document e-signed by Kyle Farris (kyle.farris@chancelight.com)
Signature Date: 2024-04-25 - 1:53:07 AM GMT - Time Source: server- IP address: 104.2.86.94

Agreement completed.
2024-04-25 - 1:53:07 AM GMT

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

PURCHASE ORDER / CONTRACT CHARGE ORDER (POCO)

P.O. No. _____ Contract No. 249019 Contract Original Amount: $3,200

Vendor Name: FROG ENV. INC Vendor No. 022388

Please check:

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

CONTRACTS ONLY

Change Orders:

Contracts Original Amount	$3,200.00
Change Order #: 1	$3,250.00
Change Order #: 2	$550.00
Change Order #: _____	$_____
New Contract Total (including Change Orders)	$7,000

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	PRG. TITLE	BUS. OFC
010	0000	0	5815	00	1110	3600	000000	470	3270	$550		JLN 4/10/24
	0000	0		00			000000					

Reason for Adjustment:

Please increase the multi-year contract-249019 by $550.00 to pay for pending invoices and the remaining for fiscal year-2023-2024 . Thank you.
Original Multi-year contract 236002 Board approved June 23, 2022 in the amount of $9,600.00 for 3 years. (3,200 per year). The first contract adjustment on multi-year contract 249019 was approved on November 13, 2023 in the amount of $3250.00.

School/Dept.: Transportation Requested by: La Toya Lee

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

_____ 04-10-24 Program Manager

_____ Purchasing Manager

Date Requested: _____ Date Entered: _____ Entered By: _____

(Pursuant to Public Contract Code 20118.4, the total cost of change orders shall not exceed the greater of $15,000.00 or 10% of the original contract amount. The ARUESD Board of Trustees must approve changes exceeding these limits.)

PUR-101 Rev. 011/19

13.12

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date:

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 May 9, 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: May 9, 2024
Regular Board Meeting

Recommend Approval

13.12
Agenda Placement

Imee Almazan, Ed.D., Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by:_____ Seconded by:_____

Approved: _____ Not Approved: _____ Tabled:_____

MEMORANDUM(S) OF UNDERSTANDING

SCHOOL/ DEPARTMENT	DATE OF SERVICE	CONSULTANT NAME	COST	PURPOSE
Academic Services Tara Bickford	07/01/24-06/30/25	Santa Cruz/ Silicon Valley New Teacher Project	$83,000.00	Santa Cruz/ Silicon Valley New Teacher Project will partner with Alum Rock Union Elementary School District in conducting an induction program according to state standards. Funding: General
Human Resources Cesar Torrico	05/10/24-06/30/26	Point Loma Nazarene University	No Cost	Multi-Year Service Contract: ARUSD will aid in the educational development of the University's students by employing them for internships and providing designated and qualified District personnel to support Funding: N/A
State and Federal Sandra Garcia	05/10/24-6/30/24	Office of Senator Dave Cortese	No Cost	MOU between ARUSD and Senator David Cortese for students to be transported to participate in the 21st Annual Sacramento bus trip for education. Funding: N/A
Student Services Jesus Araujo	05/10/24-06/30/24	Santa Clara County Office of Education	$450.00	SCCOE will provide professional development for Community Liaisons on the topic of home visits. Funding: General

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: **BUSINESS OFFICE** Contract No.: _____ Vendor No.: 13260101

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

☑ **MOU** (negotiated Agreement)
☑ 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 Cruz/Silicon Valley New Teacher Project

Address: 400 Encinal Street City: Santa Cruz State: CA Zip: 95060

Phone: (831)466-5600 Email: cmcisaac@santacruzcoe.org

SSN: _____ Fed I.D. #: _____

CONTRACT TERM: start dates July 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.)

Santa Cruz/Silicon Valley New Teacher Project will partner with Alum Rock Union Elementary School District in conducting an induction program according to state standards.

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:** $83,000 (25 teachers @ $2,500 each + 5 teachers @ $5,600 each)

Describe other related costs: _____

BUDGET CODE: 010-0000-0-5815-00-1110-1000-000000-305-5011 4/26/24
Accountant Initials

_____ _____
Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: Tara Brei Date: 4/25/24

Director of Fiscal Services: _____ Date: 4/26/24

Asst. Supt., of Business Services: Kol S Date: 4/26/24

Superintendent: _____ Date: _____

Santa Cruz/Silicon Valley New Teacher Project and Alum Rock Union School District

MEMORANDUM OF UNDERSTANDING
July 2024 - June 2025

This Memorandum of Understanding (MOU) is between the Santa Cruz/Silicon Valley New Teacher Project (SC/SVNTP), a California state-approved Induction Program, organized under its Local Education Authority, the Santa Cruz County Office of Education (Santa Cruz COE), and the Alum Rock Union School District (Organization), in partnership to carry out Teacher Induction. The purpose of this MOU is to establish a formal working relationship between the SC/SVNTP and the Organization and to set forth the operative conditions that will govern this partnership.

The goal of this partnership is to implement a quality research-based, accredited Teacher Induction program, in a sustained and systematic manner, while nurturing the growth and development of participating teachers holding a preliminary credential in the Organization. In order to do so, the SC/SVNTP will partner with Organization in conducting Induction programs for General Education and Education Specialist teachers that meet all state requirements for state-approved Induction Programs, set forth by SB2042, the Common Standards, and the California Induction Preconditions and Program Standards (see Exhibit B) and integrates the program design outlined in this MOU.

THE SANTA CRUZ/SILICON VALLEY NEW TEACHER PROJECT AGREES TO:

1. **Program Leadership and Administration**:

   - Complete state and local accreditation processes, presentations and written reports.
   - Communicate with the California Commission on Teacher Credentialing, California Department of Education and other state-level stakeholders.
   - Verify Induction eligibility for all newly-enrolled teachers.
   - Notify Santa Cruz County Office of Education Human Resources Department when teachers complete the SC/SVNTP Induction program.
     - Santa Cruz COE Human Resources will recommend teachers who complete Induction **AND** any additional requirements listed under their preliminary for their CLEAR credential.
   - Develop and maintain online learning environments and tools, used for mentor and participating teacher success in the Induction program.
   - Hire and supervise contract mentors as needed and able, to ensure access to Induction for eligible new teachers.
   - Manage the process and reimbursement for up to one day of release time for **participating teachers in their first year in the program** to observe teacher colleagues each school year, **not to exceed $200/day.**

2. **Mentoring Model:** Provide a two-year, individualized, job-embedded Induction program to support first and second year General Education and Education Specialist teachers (Induction Precondition 1, see Exhibit B); an Early Completion Option (ECO) for "experienced and exceptional candidates who meet the program's established criteria" (Induction Precondition 6. See Exhibit B)

3. **Mentor Selection and Assignment:** Assist Organization in the recruitment and selection of highly-qualified mentors and develop mentor skills in order to maintain program quality.
   - If using an SC/SVNTP Contract Mentor:

- Prior to employment with SC/SVNTP and the Santa Cruz COE, contract mentors must provide clearance of:
  - A background check and LiveScan fingerprinting
  - Confirmation of a negative TB test (from the last four years)
- As employees of the Santa Cruz COE, contract mentors are **required to adhere to the necessary Kecnan Professional Development Courses including but not limited to:**
  - California Mandated Reporter Training: Child Abuse and Neglect as recognized by California Department of Social Services
  - Sexual Harassment Prevention
  - COVID-19 Employee Training
  - Cybersecurity Employee Training

4. **Mentor Professional Development:** Enhance mentor development by providing ongoing mentor training and coaching that is aligned with state Induction Standards. Activities will include initial Mentor Academies, regular forums, and mentor observation/coaching. Materials and resources necessary to support these activities will be provided with the exception of computers and cell phones.

   - Design mentoring activities that are congruent with the California Standards for the Teaching Profession (CSTP) and the *Continuum of Teaching Practice* and engage in ongoing formative assessment of participating teacher development which includes:
     - Regularly co-assess on *Continuum of Teaching Practice* to develop and implement an *Individual Learning Plan (ILP)* to guide the participating teacher's Induction experience (See Exhibit B for Induction Preconditions 4, 5 and Standards 2, 3).
     - Collaborate on Induction processes (a set of flexible tools used to support the implementation of the ILP) throughout the year.
     - Review teacher progress in the CSTP at mid-year and end-of-the-year and provide targeted, goal specific feedback.

5. **Collaborative Partnership:**
   - Consult with the Organization in reviewing its needs and resources as they relate to new teacher Induction and support coordination with other complementary organization initiatives (e.g. Instructional Coaching, Extending supports to pre-preliminary and veteran teachers; CSTP focus areas).
   - Facilitate a network of support for partner organization representatives focused on teacher Induction including hosting quarterly Steering Committee meetings and an annual Spring Visit with each organization.
   - Facilitate program evaluation activities in order to inform the partnership including conducting a required participating teacher and mentor mid and end of year survey and a site administrator survey.

6. **Provide materials and information** to guide organization leadership to support Induction policies and processes for Participating Teachers (e.g. SC/SVNTP website, enrollment processes, and support with credentialing).

THE ORGANIZATION AGREES TO:

1. **Mentoring Model:** Implement a full-release support provider model, or an SC/SVNTP-approved adaptation of the model, that meets the Organization and SC/SVNTP goals for the participating teachers, incorporating all the necessary support and resources to ensure that participating teachers have every opportunity to successfully complete the Induction program in order to receive their Clear Professional Credential.

2. **Mentor Selection and Assignment:** Create a cadre of experienced mentors based on a ratio of **no more than** one mentor to a **total of 18 teachers.** These mentors will possess a high level of training and leadership ability and will contribute to the Organization as instructional leaders. Selection criteria for mentors should include the following minimum qualifications:
   - Knowledgeable of the context and/or the content area of the participating teacher's assignment:
     - It is preferred that mentors have the same credential authorization as the participating teachers with whom they are matched.
   - Demonstrate commitment to professional learning and collaboration
   - Possess a current California Clear Teaching Credential
   - Have the ability, willingness, and flexibility to meet participating teachers' needs for support
   - Have a minimum of five years of effective teaching experience

3. **Teacher Enrollment**: Enroll all eligible teachers in the SC/SVNTP Induction program and work with SC/SVNTP leadership to assign a mentor according to credentials held, grade level and subject level as appropriate to the participant's employment within 30 days of hire (Induction Precondition 2, see Exhibit B). **The SC/SVNTP Fall enrollment period concludes on September 27, 2024.**
   - Teachers that become eligible for Induction after September 27, 2024 can enroll in January. The Organization will work with the SC/SVNTP to provide a mentor. Enrollment is based on space and mentorship availability and therefore not guaranteed. **The SC/SVNTP Spring enrollment period concludes on January 31, 2025.**

4. **Implementation:** Ensure full cooperation and participation of its staff in program activities to:
   - Require all mentors to attend all mentor academies and mentor forums. On the rare occasion that a mentor must miss a forum, the expectation is that the mentor will contact the SC/SVNTP Director in advance and request permission.
   - Provide individualized mentor support for each participating teacher "an average of not less than one hour per week" (Induction Precondition 3, see Exhibit B).
   - Support a systematic and job-embedded Induction experience by collaboratively developing a new teacher Individual Learning Plan (ILP) with the participating teacher in consultation with the site administrator "within 60 days of enrollment in the program" (Induction Precondition 4, see Exhibit B).
     - Ensure that the ILP is "designed and implemented solely for the professional growth and development of the participating teacher and not for evaluation for employment purposes" (Induction Precondition 5, see Exhibit B).
   - Oversee and regularly evaluate District-based mentors by District supervisor(s).
   - Designate a Steering Committee representative and an alternate to attend quarterly meetings throughout the year. Support Steering Committee representatives with sharing pertinent information with the Organization decision-makers in a strategic manner.

- Oversee and regulate the use of video for instructional purposes, with their own participating teachers, following the guidelines of the Organization. **At no time will contract mentors be using video for instructional purposes.**

5. **Financial Considerations:** Take budgetary and organizational action to ensure that Induction is available to all eligible teachers. Be sure to include costs for the mileage of all district released mentors in alignment with the Organization's budgetary guidelines.

FEE STRUCTURE

Exhibit A defines our fee structure for the upcoming three fiscal years. Organizations will be required to sign an annual agreement, and will be placed on the appropriate column for fee structure based on the date of agreement.

1. **In-House Mentors:** The Organization will contribute according to **Exhibit A,** per participating teacher if providing their own mentor(s)
    a. Estimate 25 teachers x $2,200 = $55,000

2. **Contract Mentors:** If requiring services of an SC/SVNTP contract mentor The Organization will contribute according to Exhibit A,
    a. SC/SVNTP will seek to provide contract mentors to support up to nine participating teachers at the rate according to the Exhibit A
        i. Estimate 5 teachers x $5,600 = $28,000
    b. For participants ten and beyond, the district agrees to pay the rate according to Exhibit A plus an additional $1,000 per participating teacher.
    c. If a participating teacher must leave their assignment, either for an extended leave or permanently, the Organization will receive a prorated billing for the cost of participation of the withdrawn teacher's support.

3. District will be **invoiced by SC/SVNTP in March** each year based on the number of participating teachers enrolled. Payment should then be directed to the Santa Cruz County Office of Education.
    a. Total Estimate = $83,000

PROPRIETARY MATERIALS

All materials to be provided to the Organization under this agreement as part of SC/SVNTP professional development are the intellectual property of SC/SVNTP. Partner organizations may use any materials for the purpose of professional learning within their Organization with appropriate attribution to the SC/SVNTP. The Organization may not use materials for commercial purposes or share with others beyond the SC/SVNTP except with express written permission from SC/SVNTP leadership.

Hold Harmless: Both parties agree to indemnify, defend, and save harmless the other from any and all claims and losses resulting from the action of either organization's employees or agents for any activity undertaken in this contract.

No Warranties: The Materials and Services are provided to the Organization on an "as is" basis. SC/SVNTP makes no representations or warranties of any kind, whether oral or written, whether express, implied, or arising by statute, custom, course of dealing or trade usage, with respect to Materials, Services, or any other items provided under or matters contemplated by this Agreement.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: BUSINESS OFFICE Contract No.: _____ Vendor No.: 22489

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

☑ **MOU** (negotiated Agreement) ☐ **MASTER CONTRACT PARTICIPATION**

☐ Exhibit B & C (Fingerprinting and TB Test) ☐ Scope of Work/Proposal

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

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

Name of Individual/Company: Point Loma Nazarene University

Address: 4007 Camino Del Rio South, Suite 400 City: San Diego State: CA Zip: 92108

Phone: (661) 321-3485 ext. 8185 Email: soemoucoordinator@pointloma.edu

SSN: _____ Fed I.D. #: 95-1644035

CONTRACT TERM: start dates May 10, 2024 end date June 30, 2026

CONTRACTOR'S OBLIGATION:

Description of services to be provided: (Please attach proposals, scope of work, and other documentation.)

The District to aid in the educational development of the University's students by employing them for internships, and providing designated and qualified District personnel to support.

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:** $_____

Describe other related costs: Zero cost to the District

BUDGET CODE: 010-0000-0-5815-00-0000-7200-000000-600-7221 R 4/3/24 Accountant Initials

_____ _____ Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: 3/7/24

Director of Fiscal Services: _____ Date: 4/4/24

Asst. Supt., of Business Services: _____ Date: 4/4/24

Superintendent: _____ Date: _____

POINT LOMA NAZARENE UNIVERSITY
SCHOOL OF EDUCATION

Services Program Internship Agreement with Cooperating School District

This Internship Agreement ("Agreement") is entered into between Point Loma Nazarene University ("PLNU" or "University") and the **Alum Rock Unified School District** (the "District").

Whereas, the University's intern curriculum requires candidates to complete an internship working under the supervision of a District provided coach ("Internship"); and

Whereas, the District wishes to aid in the educational development of the University's students and is willing to employ and support Internships by providing designated and qualified District personnel as support ("District Provided Coach(es)"); and

Whereas, the parties wish to document the guidelines, policies, and procedures for the placement of University students in Internships within the District;

Now, therefore, the parties agree as follows:

I. Duties of the District

A. The District will hire University students for Internships (an "Intern"). The District reserves the right to hire only the number of Interns it deems to be feasible and is able to support at any given time.

B. The District will assign Interns to positions that are authorized to be performed by holders of pupil personnel services, and/or administrative services intern credentials, with a load that is appropriate for a beginning counselor or administrator and that will enable the adequate time necessary to complete concurrent credential coursework.

C. The District will place each Intern with a District Provided Coach preferably at the same site as the Intern and with experience in the services area assigned to the Intern.

D. The District will compensate Interns with a salary that is not less than the minimum salary required by California law and applicable credentialing agencies, including the California Commission on Teacher Credentialing ("CTC").

E. The District will provide support and supervision for Interns in a manner consistent with California law and applicable credentialing agencies, and in full accordance with CTC guidelines.

F. The District will provide sufficient resources to support Internships, including protected time for District Provided Coaches to provide support and mentoring to Interns within the school day.

G. The District will provide Interns with clear terms of employment in writing no later than the first day of classes of the relevant school year.

H. The District will only hire as Interns candidates who meet the requirements necessary for obtaining an intern credential.

I. The District will participate in the evaluation of the University's Internship program pursuant to the criteria and process established by the University.

II. Duties of the University

A. The University will designate a member of its faculty in the Pupil Personnel and/or Preliminary Administrative Services programs to provide leadership for its Internship program, support to its Interns, and to coordinate and communicate with the District as a main point of contact on behalf of the University ("University Supervisor"). This shall be done at the University's sole expense.

B. The University will ensure that Interns meet the following requirements necessary to acquire an intern credential:

For a Preliminary Administrative Services Credential

1. Meet the basic skills requirement as described in Education Code section 44252(b), unless exempt by statute.

2. Possess one of the following credentials:

(a) A clear or life California teaching credential that requires a baccalaureate degree and a program of professional preparation, including student teaching or the equivalent, and holds an English learner authorization; or

(b) A clear or life California designated subjects teaching credential in adult education, career technical education, vocational education or special subjects, provided the applicant also possesses a baccalaureate degree, and holds an English learner authorization; or

(c) A clear or life California services credential in pupil personnel services, health services for school nurse, teacher librarian services, or speech-language pathology or clinical or rehabilitative services requiring a baccalaureate degree and a program of professional preparation, including field work or the equivalent.

For a Pupil Personnel Services Intern Credential:

1. Bachelors' degree from an accredited school of higher education
2. CBEST
3. Completed required coursework as required by the University

The University will make application for the intern credential for those meeting the requirements.

C. The University will enhance the Intern's growth and development by providing quality coursework, seminars, and experiences to complete the preliminary credential.

D. During the term of each University quad, the University Supervisor will make four (4) visits to the Intern's designated classroom to assist and support the Intern.

E. The University will ensure the quality of the Internship experience through the providing of professional development. University Supervisors will work with the Intern and their District Provided Coach in designing appropriate activities that support the Intern's work with students who require specialized or modified instruction in both the English language and their academic courses ("English Learners").

F. The University will notify the District in the event that an Intern is not maintaining enrollment and/or responsibilities in courses necessary to complete the Internship requirements.

G. The University will provide advising and transitional assistance to Interns preparing to enter the Induction program.

III. Removal of Interns

The District will notify the University in writing, prior to taking any action against an Intern regarding any concerns or complaints about the Intern's performance or unsatisfactory conduct in the Internship. In such cases, the District will cooperate with the University to address the issues, including without limitation steps to further support the Intern and remediate the concerns. Except in circumstances where an Intern presents an immediate threat to the health and safety of the District's students or personnel, the District shall not remove an Intern from its facilities or Internship without engaging in the process described above.

IV. FERPA

Prior to the start of their placement, the University shall provide training to Interns concerning the Family Educational Rights and Privacy Act of 1974, as amended ("FERPA") and its implementing regulations. As part of this training, the University shall

instruct Interns about their legal obligation to comply with FERPA and its implementing regulations with respect to confidential information the Intern may encounter during his/her Internship.

V. Non-Discrimination

The parties agree that neither will unlawfully discriminate in the selection of, or acceptance or participation by, any Intern pursuant to this Agreement on the basis of race, creed, color, national origin, religion, sex, disability, age, veterans' status, marital status, citizenship, or any other characteristic protected by law.

VI. Compliance with Other Laws

The University and District shall comply with all Federal, State, and local laws and regulations that are applicable to the subject matter of this Agreement.

VII. General Liability Insurance

Both parties shall maintain in force during the term of this Agreement, bodily injury, property damage, and professional liability insurance, with coverage of at least $1,000,000 per occurrence and an annual aggregate of $3,000,000 per occurrence, insuring itself and its agents and employees for their acts, failures to act, or negligence rising out of, or caused by, the activity which is the subject of this Agreement. Each party will provide the other proof of such insurance upon request. The University shall also require Interns to carry professional liability insurance as a requirement of its program.

VIII. Mutual Indemnification

Each party shall indemnify, defend and hold harmless the other party, the other party's affiliates, and their respective trustees, directors, officers, employees, students, faculty, agents, representatives, successors and assigns (collectively "Indemnified Parties") against all damages, claims, actions, liabilities, losses and other expenses, including without limitation reasonable attorney's fees, expert witness fees, consultant fees and other costs, incurred by or asserted against Indemnified Parties, whether or not a lawsuit or other proceeding is filed ("Claims"), that in any way arise out of or relate to (a) the indemnifying party's acts, omissions, negligence or willful misconduct with respect to its performance under this Agreement; and/or (b) the indemnifying party's non-compliance with any applicable Federal, State or local laws, rules or regulations with respect to its performance under this Agreement; provided, however, that an indemnifying party's indemnity hereunder shall not apply or extend to any acts or omissions of the other party or its representatives.

IX. Applicable Law

This Agreement shall be governed by and construed in accordance with the law of the State of California.

X. Severability

In the event any provision of this Agreement is held by a court to be illegal, void, or otherwise unenforceable, all other provisions of this Agreement shall continue in full force and effect to the maximum extent permitted by law.

XI. Term/Termination

The initial term of this Agreement will be for three (3) academic years and shall extend from **May 10, 2024 through June 30, 2026**. This Agreement may be extended for successive one (year) academic year periods by mutual written consent of the parties.

Either party may terminate this Agreement, with or without cause, by providing 60 days' written notice to the other party. However, in the event either party terminates the Agreement, Interns that have already been placed shall be permitted to complete their placement unless the candidate is otherwise removed pursuant to Section III of this Agreement.

XII. Additional Terms

A. This Agreement is not intended to create any rights or interests for any other person or entity other than the University or District.

B. Neither party may assign this Agreement, nor the duties and responsibilities contained herein, without the prior written consent of the other party.

C. The University and District are independent entities and neither shall have, nor exercise, any control over the means, manner, or method by which the other performs its obligations under this Agreement. Nothing in this Agreement is intended or shall be construed to create an agency relationship, employment relationship, or joint venture between the parties. Neither party may use the other's name in a manner that is reasonably likely to suggest that the two are related without first obtaining the written consent of the other party. Furthermore, neither party intends for this Agreement to alter in any way their respective rights or their legal obligations.

D. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous communications, negotiations, and agreements, written or oral, regarding the subject matter hereto. No modification of or amendment or waiver to this Agreement will be effective unless in writing and signed by each of the parties.

E. Failure by either party at any time to require strict performance of any provision of this Agreement shall not constitute a waiver of that provision nor in any way limit enforcement of the provision.

[Signature Block on following page (page 6/6]

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 26, 2024

Subject: **MOU Between ARUSD and Senator David Cortese for Students to be Transported to Participate in the 21st Annual Sacramento Bus Trip for Education**

Staff Analysis: Senator Dave Cortese has hosted the Annual Bus Trip for two decades, offering Silicon Valley constituents direct engagement with State Legislators at the Capitol. This event informs about state legislation and advocates for education funding priorities. Starting as a small group, it has grown into a significant gathering of educators, students, parents, and community members, all working to improve education funding and awareness, leaving a lasting impact. This year, Mr. Cortese invited Alum Rock students to participate.

Recommendation: Staff recommends approval of the MOU for students to be transported to participate in Senator Cortese's 1st Annual Sacramento Bus Trip for Education.

Approved by: Sandra Garcia Title: State & Federal Director

To the Board of Trustees: Meeting: May 9, 2024
Regular Board Meeting

Recommend Approval

Agenda Placement

Imee Almazan, Ed.D., Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

SENATOR DAVE CORTESE

REPRESENTING SENATE DISTRICT 15

21st Annual Sacramento Bus Trip for Education

Event Date

Wednesday, May 15, 2024
6:00 AM to 5:00 PM

Location

California State Capitol

Hosted by

Senator Dave Cortese

Contact Information

Website: https://sd15.senate.ca.gov

- WHAT: 21st Annual Sacramento Bus Trip for Education
- WHERE: California State Capitol
- WHEN: Wednesday, May 15, 2024
- Buses depart 6 a.m. from San Jose and return by 5 p.m. same day
- RSVP for meet-up location and parking details
- Light refreshments and a lunch will be provided to bus trip participants.

Yes, I will attend

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: **BUSINESS OFFICE** Contract No.: _____ Vendor No.: 010547

Student 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

Address: 1290 Ridder Park Drive, MC237 City: San Jose State: CA Zip: 95131

Phone: (669) 212-4444 Email: jsimpson@sccoe.org

SSN: _____ Fed I.D. #: _____

CONTRACT TERM: start dates 05/10/2024 end date 06/30/2024

CONTRACTOR'S OBLIGATION:
Description of services to be provided: (Please attach proposals, scope of work, and other documentation.)

Santa Clara County Office of Education will provide professional development for Community Liaisons on the topic of home visits.

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:** $450.00 per workshop Not to Exceed $450.00 per session of services.

____ b. **Other:** $_____

Describe other related costs: _____

BUDGET CODE: 010-0000-0-5815-00-1110-3130-000000-360-5440 4/16/24
Accountant Initials

_____ _____
Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: 4/15/24

Director of Fiscal Services: _____ Date: 4/16/24

Asst. Supt., of Business Services: _____ Date: 4/16/24

Superintendent: _____ Date: _____

DocuSign Envelope ID: 381AFAE9-268C-4195-950D-DE798E48F214

Santa Clara County Office of Education

CONTRACT / AGREEMENT ROUTING FORM
NO STUDENT CONTACT

SCCOE Staff Contacts *Questions about this agreement should be sent to:*		Agreement Originator (Admin)	Title	Extension
		Srijita Sengupta Saha	Administrative Assistant II	x6690
Division:	PLSD	Name of Responsible Administrator	Title	Extension
Department:	SCLIS	Jaime Koo	Coordinator, PEP	x6992

Contract/Agreement Information

Contract/Agreement Type	☐ Professional Services Agreement ☐ Amendment to RM#_____ ☑ MOU ☐ Lease Agreement: ☐ Construction / Design ☐ New ☐ Renewal ☐ Technology ☐ Other: _____
Contractor's Name	Alum Rock Union Elementary School District
Service Type / Brief Description	Parent Engagement Professional Development

Compensation & Terms

*Start Date	05/10/2024	End Date	06/30/2024	◉ REVENUE
Original Agreement Amount	$ 450.00	Revised Agreement Amount *(Total Amount-including Amendments)*		

Directions

***Contractor Services cannot be initiated until the agreement is fully approved.**

1. ☑ **Check applicable category to verify compliance with AR 3310. Attach Purchasing Verification.**
   ☐ RFP / Bid#_____ ☐ Best Source ($3,000 - $109,299) ☑ N/A
   ☐ Sole Source ☐ Verified by Purchasing (required)_____
2. ☑ **Contractor and SCCOE Responsible Administrator reach agreement about terms. SCCOE Agreement originator completes the agreement packet and gathers required attachments.**
   ☐ Certificate of Insurance (COI) ☐ Insurance Endorsement DS HS ☐ W9 ☐ Additional Forms (if applicable)
3. ☑ **Risk Management Insurance Review** _____
4. ☑ **Gather initials verifying review of draft agreement and identified funding source:** DS IR
   ☑ Initiator SSS ☑ Manager JK ☑ Director JS ☑ Division Head DS JBE
   Construction/Design and Leases: *Software & Technology:* *Data Sharing:* *Logo use & Co-Branding*
   General Services Director_____ Tech. Infra. & Supp. Director _____ Data Gov. & Strat._____ Public Affairs Director_____
5. ☑ **Contractor to review and sign the agreement.** ◯ **SCCOE signs first**
   Initial *Date Approved*
6. ☑ _____ _____ **Internal Business Services (IBS) – Contract Analyst to review, initial, and return to agreement originator for final agreement signature.**
7. ☑ _____ _____ **Obtain appropriate signature on agreement per thresholds listed below.**
   ☑ **$0 - $2,999: SCCOE Director**
   ☐ **$3,000 - $99,999: SCCOE Division Head**
   ☐ **$100,000 & Over: Superintendent**
8. ☑ _____ _____ **Return to IBS – Contract Analyst to obtain an RM#**

DocuSign Envelope ID: 381AFAE9-268C-4195-950D-DE798E48F214

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 the Parent Engagement Professional Development session in person for the academic school year 2023-2024.

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 Parent Engagement Program will provide professional development for enhancing family engagement practices.

3. Responsibilities

3.1. The Agency Responsibilities:

The Agency will promote the Parent Engagement Professional Development session to school administrators and staff. The Agency will secure staff participation and attendance for the session.

3.2. The SCCOE Responsibilities:

The SCCOE will provide one (1) Parent Engagement Professional Development session "Intro to Home Visits".

3.3. Delivery of Services and Use of Resources:

a. SCCOE will provide one (1) Parent Engagement Coordinator or Specialist to facilitate the training in English.

b. Training is limited to 100 participants.

c. The in-person training will be delivered between May 10 to June 30, 2024.

d. Training will take place in person at 2930 Gay Ave, San Jose, California 95127.

4. Duration of Agreement

This Agreement begins on May 10, 2024 and ends on June 30, 2024.

DocuSign Envelope ID: 381AFAE9-268C-4195-950D-DE798E48F214

5. Articulation of Monies/Compensation

The Agency will pay $450 for one workshop.

Monies will be paid upon receipt of invoice.

This MOU not to exceed $450.

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 two (2) week's 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.

DocuSign Envelope ID: 381AFAE9-268C-4195-950D-DE798E48F214

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.

13.13

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: May 2, 2024

Subject: Current Enrollment.

Staff Analysis: Staff will provide an update on the current enrollment

Information Only

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

To the Board of Trustees:

Meeting: May 9, 2024
Regular Board Meeting

Information Only

13.13
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 Apr 26, 2024 4:00:21 PM

School	T4	TK	00	01	02	03	04	05	06	07	08	Total W/O SDC	SDC	Total W/ SDC	PK	TTL W/ SDC & PK
Adelante 1 K-8	2	21	58	54	52	62	55	60	45	52	32	**493**	0	493	0	493
Adelante 2 K-8	3	16	46	41	43	47	42	41	31	16	18	**344**	0	344	0	344
Aptitud K-8	0	14	31	29	41	46	46	54	50	54	48	**413**	7	420	0	420
Cassell ES	3	17	26	36	49	39	41	41	0	0	0	**252**	14	266	0	266
Chavez ELC	7	19	31	0	0	0	0	0	0	0	0	**57**	0	57	23	80
Cureton ES	0	11	32	36	37	41	38	53	0	0	0	**248**	20	268	0	268
Dorsa ES	1	18	26	40	45	51	58	47	0	0	0	**286**	23	309	0	309
Hubbard K-8	2	20	45	36	40	48	46	43	65	48	53	**446**	0	446	10	456
Linda Vista ES	4	17	62	72	69	75	62	80	0	0	0	**441**	22	463	11	474
LUCHA ES	3	14	25	32	38	42	50	38	0	0	0	**242**	0	242	0	242
Lyndale ES	4	18	24	51	47	45	34	47	0	0	0	**270**	22	292	28	320
McCollam ES	4	20	52	56	56	54	68	60	0	0	0	**370**	38	408	0	408
Meyer ES	6	15	38	33	39	30	46	42	0	0	0	**249**	22	271	11	282
Painter ES	4	28	58	46	52	52	47	36	0	0	0	**323**	0	323	0	323
Russo McEntee ES	6	14	45	43	42	47	53	46	0	0	0	**296**	29	325	0	325
Ryan ES	3	20	39	29	44	45	52	37	0	0	0	**269**	14	283	0	283
San Antonio ES	6	7	41	62	49	48	65	73	0	0	0	**351**	11	362	0	362
George MS	0	0	0	0	0	0	0	0	106	143	119	**368**	0	368	0	368
Ocala MS	0	0	0	0	0	0	0	0	137	139	127	**403**	12	415	0	415
Renaissance 1 MS	0	0	0	0	0	0	0	0	120	116	131	**367**	14	381	0	381
Renaissance 2 MS	0	0	0	0	0	0	0	0	98	108	119	**325**	8	333	0	333
Sheppard MS	0	0	0	0	0	0	0	0	156	158	162	**476**	8	484	0	484
Home/Hosp	0	0	0	0	0	1	0	0	1	1	1	**4**	0	4	0	4
	58	**289**	**679**	**696**	**743**	**773**	**803**	**798**	**809**	**835**	**810**	**7293**	**264**	**7557**	**83**	**7640**