ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

BOARD OF TRUSTEES

Regular Board Meeting
June 13, 2024

Thursday, June 13, 2024
REGULAR BOARD MEETING AMENDED AGENDA

Type: REGULAR BOARD MEETING AMENDED 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/87110319618
Webinar ID: 871 1031 9618
Or One tap mobile:
+16699006833, 87110319618# 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 LINDA CHAVEZ.

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limited to, an announcement that an agenda item will be considered out of order, that consideration of an item has been withdrawn, postponed, rescheduled or removed from the Consent Calendar for separate discussion and possible action.

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

2. PUBLIC MEMBERS WHO WISH TO ADDRESS THE BOARD

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

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

3. Special Presentation--Discussion, consideration and action.

3.01 Special Presentation: Biliteracy Attainment Awards Student Recognition.

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: Local Control and Accountability Plan (LCAP)

5.02 STAFF PRESENTATION: Proposal Local Control and Accountability Plan (LCAP)

5.03 PUBLIC HEARING: Proposed 2024-2025 Budget Adoption.

5.04 STAFF PRESENTATION. The Proposed 2024-25 Budget draft staff presentation will be held. A copy of the 2024-25 Budget draft will be available to the public at least 72 hours prior to the Public Hearing. The Budget draft will be located at the District Office, Receptionist's Desk.

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 Adopt Resolution No.61-23/24 Order of Election, Specifications of the Election Order, and Consolidation Request.

6.02 Approve Resolution No.65-23/24 Celebrating the 247th Anniversary of the Creation of the flag of the United States and expressing support for the pledge of allegiance.

6.03 Restructure the Workforce Housing Committee to allow all matters related to housing in ARUSD to fall under the jurisdiction of the newly renamed Housing Committee.

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

6.05 Appeal of Withdrawal of Consent to Be on School Campus (Penal Code section 626.4 and Board Policy and Admin. Regulation 3515.2)

6.06 Approve Resolution No. 68-23/24 Enacting a Reduction of the Board Stipend to $240.00.

6.07 Approve Renewal of Contract for Legal Services with Rehon and Roberts, APC.

6.08 Approval of Implementation of BoardDocs as the Board of Trustees Documentation Management System for Agendas and Board Packets Preparation and Publication, Minutes, and Archives.

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 Approval of Construction Services for Sitework at Millard McCollam Elementary School for two new Play Structures Project #4.

7.02 Approve JGM Construction Management to provide Construction Management Services related to Sanitary Sewer Line Replacement for the District Office and Various District Sites.

7.03 Approve Amendment No. 1 for Project #8 – HVAC Project at Adelante II Academy.

7.04 Approve Amendment No. 1 for Project #8 – HVAC Project at McCollam Elementary.

7.05 Approve Amendment No. 1 for Project #8 – HVAC Project at Russo/McEntee Academy.

7.06 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 and Approving Official Notice of Sale, Official Statement and Other Related Documents and Official Actions.

8. 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.)

8.01 Approve California Department of Education Expenditure Quarter 3 Report, from Aptitud Community Academy at Goss Early Literacy Support Block Grant (ELSB), and Literacy Action Plan in year-three of implementation.

9. 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.)

9.01 Resignations (Information Only).

9.02 Approve Resolution No. 64-23/24 - Recognition of Classified Retirees.

9.03 Approve Resolution No. 63-23/24 - Recognition of Certificated Retirees.

10. 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.)

10.01 Approve the Amergis Healthcare Staffing, Inc. Contract for the 2024/2025 SY. This contract will provide an LVN that will provide daily medical assistance for students with medical needs. Submitted by Special Education, $1,924,400.00 dollars.

10.02 Approve the Black Oak Speech Therapy Contract for the 2024/2025 SY. This contract will provide speech and language therapy to students enrolled in Alum Rock School District. Submitted by Special Education, $154,000.00 dollars.

10.03 Approve the Maxim Healthcare Services Contract for the 2024/2025 SY. This contract will provide Board Certified Analyst (BCBA) and Behavior Technicians/Paraprofessionals to assist Alum Rock teachers and students in the classrooms.Submitted by Special Education, $1,500,000.00dollars.

10.04 Approve the Envisioneers - ASES Contract for the 2024/2025 SY. This contract will provide after school homework support, apprenticeship activities and enrichment opportunities for up to 112 6th-8th grade students. Submitted by State and Federal, $853,850.00 dollars.

10.05 Approve the Little Heroes Contract for the 2024/2025 SY. This contract will provide youth development programs at up to 15 elementary schools in ARUSD to support and enrich student learning. Submitted by State and Federal, $40,000.00 dollars per site.

10.06 Approve the Think Together Inc. - ASES Contract for the 2024/2025 SY. This contract will provide during and after school support for homework assistance in science, technology, art/math, enrichment, nutrition. Submitted by State and Federal, $1,640,642.00 dollars.

10.07 Approve the Think Together Inc. - ELOP Contract for the 2024/2025 SY. This contract will provide Extended Learning opportunities Program support for TK-6th graders. Submitted by State and Federal, $4,489,026.00 dollars.

10.08 Approve the YMCA of Silicon Valley - ASES Contract for the 2024/2025 SY. This contract will provide after school services during the 2024-2025 school year. Submitted by State and Federal, $878,914.00 dollars.

10.09 Approve the Finalsite Hosting Service Contract for the 2024/2025 SY. This contract will provide a platfrom to maintain and publish our website for the District and School Sites. Submitted by Technology Support Services, $103,355.00 dollars.

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

11.01 Approve Board Meeting Minutes for the following dates: Special Board Meeting, February 8, 2024, Regular Board Meeting, March 14, 2024, Regular Board Meeting, March 19, 2024, Special Board Meeting, March 25, 2024, Special Board Meeting, April 4, 2024, Regular Board Meeting and April 22, 2024, Special Board Meeting.

11.02 Approve Acceptance of Donations.

11.03 Approve Acceptance of Vendor & Payroll Warrants.

11.04 Approve Acceptance of Grant/Award Notification.

11.05 Approve the Santa Clara County Treasury Investment Portfolio Status.

11.06 Approve Bond Contracts/Extensions.

11.07 Appove Resolution NO. 66-23/24 Resolution Authorizing Application to the Director of Industrial Relations, State of California for a Certificate of Consent to Self-Insure Workers' Compensation Liabilities.

11.08 Approve/Ratify Notices of Employment and Changes of Status/June 13, 2024.

11.09 Approve CSEA and AREA Calendars for 2024 – 2025.

11.10 Current Enrollment (Information Only).

11.11 Approve Resolution No. 62-23/24 Inventory Disposal.

11.12 Approve Memorandum(s) of Understanding.

11.13 Approve Out of State Travel, NEA Black Caucus Leadership Conference, Baton Rouge, Louisiana; June 7 - 9, 2024, Veronica Talton (Joseph George Middle School), Zero cost

11.14 Approve Contracts for Professional Services-Firms/Organizations.

11.15 Cost Update: Approve additional cost for Out of Country Travel, CAMINOS Program, Granada, Spain for 12 teachers and 3 administrators to participate in a 10-day program at the Centro de Lenguas Modernas, designed to provide educational experiences that integrate language learning, cultural understanding and professional development in a collaborative setting. Original estimated cost $24,000. Additional cost for approval $6,821.24 (travel cost). Total Cost $30,821.24. CAMINOS Program Granada Spain June 8-22, 2024

12. CLOSED SESSION

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

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

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

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

12.05 CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION (Paragraph (1) of subdivision (d) of Section 54956.9):JANE DOE E.W., an individual, Plaintiff, vs. DOE #1, a public entity, et al., Defendants County of Santa Clara Superior Court Case No. 22CV407905; JANE ROE 1, JANE ROE 2, and JANE ROE 3, vs. ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT, et al., County of Santa Clara Superior Court Consolidated Case No.: 22CV409107.

12.06 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.

12.07 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.

12.08 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.

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

12.10 PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT (Government Code Section 54957): Title: Director of State and Federal Programs

13. RECONVENE TO OPEN SESSION

13.01 REPORT OF ACTION TAKEN IN CLOSED SESSION.

14. FUTURE BOARD AGENDA REQUESTS

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

15. ADJOURNMENT

15.01 President adjourns the meeting.

16. NEXT MEETING(S)

16.01 June 27, 2024 (2023-24 School Year).

3.01

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

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

Subject: **Biliteracy Attainment Awards Student Recognition**

Staff Analysis: The Biliteracy Attainment Award is an award given to students that meet rigorous criteria and show proficient skills in two languages. Alum Rock Union School District students on the path of bilingualism are recognized in both 5th and 8th grade for maintaining linguistic proficiency in both Spanish and English. In awarding the Biliteracy Attainment Award to outstanding young leaders, ARUSD seeks to :

- Encourage and reward students who develop biliteracy skills.
- Recognize and honor our rich and diverse language assets.
- Affirm positive attitudes toward multilingualism.
- Validate the use of multiple languages for all students.

Recognition Only

Submitted by: Yeny Rosales Title: Coordinator, ELD and DLI

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

To the Board of Trustees: Meeting: June 13, 2024
Regular Board Meeting

Recommend Approval

3.01
Agenda Placement

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

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

2023-2024

Biliteracy Attainment Award Recipients

Adelante Dual Language Academy

5th Grade

Yaretzi Alvarado
Natalia Amezquita
Gabriel Barajas
Abigail Bautista
Leonardo Bejinez
Melanie Chavez
Josiah Chico
Elizabeth Diaz
Ruben Flores
Evan Galindo
Andres Garcia
Mary Gomez
Adrian Gonzalez
Angel Gonzalez
Marcus Haws
Mateo Lopez
Josias Lopez
Marco Morataya
Aaron Oseguera
Michelle Plata
Yaretzi Ramirez
Danica Sanchez
Abel Sandoval
Avarose Trigos
Kaira Wulff Gallardo

8th Grade

Isabella Anaya
Camila Argumedo
Jorge Arias
Aileen Arteaga
Maya Bueno
Thiago Castrillo
Jonah Delos Santos
Ingrid Flores
Anthony Frias
Danna Gomez
Solea Gonzalez
Eunice Maciel
Avianna Marin
Darlene Mercado
Vanessa Nava
David Pelayo
Samuel Rey
Greydis Rivera
Axel Rubio
Johana Torres
Joanna Villalobos
Arianna Villanueva
Caitlyn Williams

2023-2024

Biliteracy Attainment Award Recipients

Adelante II Academy

5th Grade

Yaretzi Acevedo Camacho
Isabella Fausto
Juancarlos Guardado Vallecillo
Mia Aragon Mier
Alexa Camorlinga Jacobo
Ethan Cifuentes
Heidi De Anda Tostado
Luis Flores
Jamile Ibarra
Juliana Jimenez Castro
Adrian Maciel Carranza
Sophia Martinez
Naomy Orozco Ortiz
Dallana Vazquez Amador

8th Grade

Juan Montenegro
Noe Aguilar
Karla Figueroa Rodriguez
Adriel Garcia
Jared Ibarra
Ariana Mendez Perez
Alexis Reyes
Lizbeth Villagomez
Adriana Cazarez
Kevin Perez Rodriguez
America Ramirez

5.01

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: **5/31/2024**

Subject: **Public Hearing:**
Local Control and Accountability Plan (LCAP)

Staff Analysis: A Public Hearing is scheduled to solicit the recommendations and comments of members of the public regarding the specific actions and expenditures proposed to be included in the District's Local Control and Accountability Plan (LCAP). A copy of the District's Proposed LCAP will be available for inspection at the District Office, Receptionist's Desk.

PUBLIC HEARING

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

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

To the Board of Trustees: Meeting: June 13, 2024
Regular Board Meeting

Recommend Approval

5.01

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

PUBLIC HEARING ANNOUNCEMENT

Issued on May 31, 2024

A Public Hearing is required to obtain assurances from the Governing Board that the school district will comply with Education Code Sections 42127 and 52062, which states that the governing board of a school district shall hold at least one public hearing to solicit the recommendations and comments of members of the public regarding the specific actions and expenditures proposed to be included in the Local Control Accountability Plan (LCAP) and the 2024-2025 Budget are subject to the requirements of this section.The requirements include the following:

1. The Governing Board will hold a public hearing.

2. The LCAP must describe, for the school district and each school within the district, goals and specific actions to achieve those goals for all pupils and each subgroup of pupils identified in Education Code section 52052, including pupils with disabilities, for each of the state priorities and any locally identified priorities.

3. The 2024 – 2025 proposed District Budget will be available for public inspection on the District webpage: www.arusd.org

Public Hearing will be held on
June 13 2024
5:30 p.m.
Alum Rock Union Elementary School District
Board Room

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

AVISO DE AUDIENCIA PÚBLICA

Emitido el 31 de mayo de 2024

Es necesario efectuar una Audiencia Pública para obtener garantías de parte de la Mesa Directiva que el distrito escolar cumplirá con las Secciones 42127 y 52062 del Código de Educación, las cuales indican que la mesa directiva de un distrito escolar llevará a cabo como mínimo una audiencia pública para solicitar las recomendaciones y los comentarios de los miembros del público referente a las acciones específicas y gastos propuestos que serán incluidos en el Plan de Control Local y Rendición de Cuentas (LCAP, por sus siglas en inglés) y en el Presupuesto para el ciclo escolar 2024-2025 que están sujetos a los requisitos de esta sección. Los requisitos incluyen lo siguiente:

1. La Mesa Directiva llevará a cabo una audiencia pública.

2. El LCAP deberá describir, para el distrito escolar y para cada escuela dentro del distrito, las metas y las acciones específicas para alcanzar esas metas para todos los estudiantes y para cada subgrupo de estudiantes identificados en la sección 52052 del Código de Educación, incluyendo los estudiantes con discapacidades, para cada una de las prioridades estatales y para cualquier prioridad identificada localmente.

3. El planteado Presupuesto del Distrito para el ciclo escolar 2024 - 2025 estará disponible para inspección del público en la página web del Distrito: www.arusd.org

La Audiencia Pública se llevará a cabo el
13 de junio, 2024
5:30 p.m.
Sala de Reuniones de la Mesa Directiva del
Distrito Escolar Elemental de Alum Rock

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
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THÔNG BÁO VỀ BUỔI ĐIỀU TRẦN TRƯỚC CÔNG CHÚNG

Phát hành ngày 31 tháng 5 năm 2024

Một buổi họp Điều Trần Trước Công Chúng là cần thiết và là một quyết định được chấp thuận để có bảo đảm của Ban Hội Đồng Quản Trị rằng học khu sẽ tuân theo Luật Giáo Dục Đoạn 42127 và đoạn 52062 mà đoạn này quy định rằng ban hội đồng quản trị của học khu có những đề nghị và những lời phê bình của các thành viên trong cộng đồng về những biện pháp được dùng và những chi phí được dự đoán có ghi trong [Kế Hoạch Kiểm Soát Trách Nhiệm của Địa Phương "Local Control Accountability Plan" (LCAP)] và ngân quỹ cho niên học 2024-2025 thì phải làm theo các đòi hỏi của đoạn này. Các đòi hỏi gồm có những điều sau đây:

1. Ban Hội Đồng Quản Trị sẽ mở một buổi điều trần trước công chúng.

2. Trong LCAP phải nói rõ, cho học khu trường học và mỗi trường nằm trong học khu, các mục tiêu và các biện pháp được dùng để đạt được mục tiêu cho tất cả học sinh và cho mỗi nhóm học sinh được ghi trong Luật Giáo Dục đoạn 52052, gồm có những học sinh khuyết tật, cho mỗi ưu tiên của tiểu bang và bất cứ ưu tiên nào của địa phương.

3. Ngân quỹ dự đoán của Học Khu cho năm học 2024 – 2025 có được đăng tải trên mạng, xin vào trang mạng của Học Khu để xem: www.arusd.org

Buổi Điều Trần Trước Công Chúng sẽ được tổ chức vào ngày 13 tháng 6 năm 2024 Vào lúc 5:30 chiều tại Phòng Họp Hội Đồng Học Khu Alum Rock

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

5.02

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 31, 2024**

Subject: **Staff Presentation:**
Proposed Local Control and Accountability Plan (LCAP)

Staff Analysis: The proposed 2024-2025 LCAP draft staff presentation will be held. A copy of the 2024-2025 LCAP draft will be available to the public at least 72 hours prior to the Public Hearing. The LCAP draft will be located at the District Office, Receptionist's Desk.

PRESENTATION

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

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

To the Board of Trustees:

Meeting: June 13, 2024
Regular Board Meeting

Recommend Approval

5.02

Agenda Placement

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

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Local Control Accountability Plan (LCAP) DRAFT

PUBLIC HEARING

June 13, 2024



ADOPTION REQUIREMENTS

In adopting the LCAP the governing board shall:

- Hold at least one public hearing to solicit recommendations and comments from the public
- At the same meeting hold the public hearing required for the LEA budget and Budget Overview for Parents
- At a subsequent meeting, the governing board adopts the 2023/2024 Annual Update, 2024/2025 LCAP, 2024/2025 LCAP Federal Addendum, 2024/2025 LEA budget and Budget Overview for Parents

LCAP Development Timeline



Aug - Dec

- Share plan
- Execute the plan
- Monitor progress

Jan/Feb

- Mid-year progress check

March

- Gather input
- Collect data
- Draft Annual Update

April/May

- Development of LCAP
- Revise LCAP Addendum
- Board Updates

June

- Approve LCAP
- Approve LCAP Addendum
- Submit to SCCOE

Differentiated Assistance

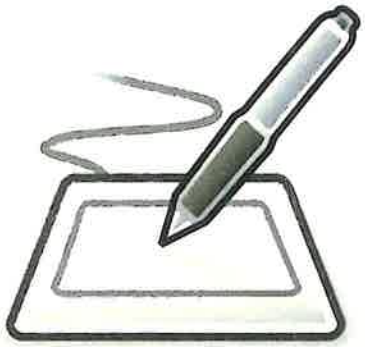
Subgroups/State Indicators					
African American	**English Learners**	**Hispanic/ Latino**	**Homeless Youth**	**SED**	**SWD**
Chronic Absenteeism	Chronic Absenteeism	Chronic Absenteeism	Chronic Absenteeism	Chronic Absenteeism	Chronic Absenteeism
Suspension	Academics	Academics	Academics	Academics	Academics

Outreach/Involvement of Educational Partners

Educational Partners

- Parents
- ARUSD staff
- Union Groups
- Management Team
- Advisory Committees
- Students
- Targeted student subgroups





How did we gather input?

- Advisory Group Meetings (DAC/DELAC)
- Community Forums (by quadrant)
- Student Advisory Committee (SAC)
- School Input Sessions
- Surveys (Parents/Staff/Students)
- Listening Sessions



2023/2024
ANNUAL OUTCOMES

By Goal

Goal 1

Provide a rigorous, innovative, and well-rounded instructional program that prepares students for college and career readiness and excellence in the 21st century

Metric	2023/2024 Outcome	Desired Outcome for 2023-2024
Professional Development records	60% of ARUSD teachers engaged in PD (after hours) to support classroom instruction.	75% of staff will participate in a minimum of one professional development to support classroom instruction (ie. on-line and in person participation).
Professional Development survey	60% responding teachers believe that the PD supported their implementation of tier 1 instruction.	85% of staff will agreed / strongly agreed that PD / PLCs / ILTs support their implementation of strong tier 1 instruction according to survey data

Metric	2023/2024 Outcome	Desired Outcome for 2023-2024
FASTbridge assessments	English Language Arts- 32% of students are on/above grade level. Mathematics- 32% of students are on/above grade level SWD Reading Language Arts- 8% of students are on/above grade level SWD Mathematics- 13% of students are on/above grade level	English Language Arts- 60% of students will be on/above grade level Mathematics- 60% of students will score on/above grade level SWD Reading Language Arts- 20% of students will score on/above grade level SWD Math- 20% of students will score on/above grade level
SBAC results - English Language Arts and Mathematics	English Language Arts- "orange" (low) performance level Mathematics- "orange" (low) performance level Students With Disabilities (SWD) in English Language Arts- SWD performed on average 129 points below standard. Students With Disabilities (SWD) in Mathematics- SWD performed on average 149 points below standard.	English Language Arts - "Status Level" for All Students = will move into "Yellow" (medium) performance level Mathematics - "Status Level" for All Students = will move into "Yellow" (medium) performance level Students With Disabilities (SWD) in English Language Arts -will decrease the points below standard by half (53 points below standard) Students With Disabilities (SWD) in Mathematics - will decrease the points below standard by half (65 points below standard)

Metric	2023/2024 Outcome	Desired Outcome for 2023-2024
iStation (dual language Eng/Span schools)	21% percent of 2nd graders scored at/above level 3 in Spanish Language Arts	50% will score at level 3 or above in Spanish Reading Language Arts
Inventory for student devices and classroom technology	100% of students have been issued a device □	Maintain 1:1 devices for 100% of students TK/Kindergarten - 8th grade
The Kindergarten Observation Form (1) Self-Regulation (2) Social Expression (3) Kindergarten Academics	39.71% of low-risk 2nd grade students are on track in Reading based on the Fastbridge Reading Assessment	50% of 2nd graders who attended early learning-preschool, Expanded Transitional Kindergarten (ETK-4's) and Transitional Kindergarten (TK) will meet or exceed grade level standards in reading proficiency.
All students will have access to standards-aligned instructional materials and CCSS/ELD standards	100% of students had access to standards-aligned instructional materials as assessed through Local Performance Indicator-Priority 1□	Will maintain 100% of students have access to standards-aligned instructional materials as assessed through Local Performance Indicator-Priority 1
All students will have access to highly qualified teachers	94% of teachers were fully credentialed according to California Commission on Teacher Credentialing data	100% of teachers will be fully credentialed according to California Commission on Teacher Credentialing data
Foster youth support spreadsheet	100% of FY students received additional support/resources □	Maintain 100% of support with additional services/resources to Foster youth

Goal 2

English Learners will develop the skills to make annual growth in core subject areas and show progress on their English language assessment

Metric	2023/2024 Outcome	Desired Outcome for 2023-2024
ELPAC growth metrics (ELPI)	40.9% of English Learners are making progress toward EL proficiency. District-Wide the dashboard has this ranked as medium progress.	50% of all ELs will make progress towards English Language Proficiency based on CA Dashboard
Reclassification rates	264 students were reclassified. ☐	Maintain a reclassification rate of 75 students per school year through 2023/2024
Students meeting Pathway to Seal of Biliteracy criteria	# of students earning Pathway to the Seal of Biliteracy 5th grade- 38 students 8th grader- 34 students This indicates a 10%+ growth from last year. ☐	Increase student eligible for the Pathway to Seal of Biliteracy Award every year by 10% For the 2020/2021 school year, 5th grade - 3 students 8th grade- 13 students

Metric	2023/2024 Outcome	Desired Outcome for 2023-2024
Participation rate in EL Professional Development	46% teachers Participated in ELD specific PD (after hours).	Maintain a 30% participation rate in ELD specific PD through the 2023/2024 school year
Post PD surveys	53% of respondents for responded favorably on post ELD PD surveys	Maintain a 90% favorability rate for ELD specific professional development
Progress on annual SBAC - English Language Arts and Mathematics	English Learners ranked "very low" on the English Language Arts portion of the SBAC. Their average is 102.5 points below the benchmark English Learners ranked "very low" on the Math portion of the SBAC. Their average is 114.1 points below the benchmark	2024 SBAC English Learners will make the following growth in: English Language Arts - "Status Level" for EL Students = will decrease points below standard by half to 25 Mathematics - "Status Level" for EL Students = will decrease points below standard by half to 35

Goal 3

Provide an inclusive and caring community where students and families feel safe, welcomed and supported utilizing a multi-tiered system of support

Metric	2023/2024 Outcome	Desired Outcome for 2023-2024
Monthly Daily Attendance reports	the daily attendance percentage is 95.95%	Increase Daily Attendance Rate by 1% according to attendance records in E-School For the 2021/2022 school year, the daily attendance percentage was 89.1%
California Dashboard attendance data (suspension and expulsion data)	1.7% (133) of students have been suspended at least once during the 23-24 School Year and zero expulsions.	Decrease suspensions by 10% and maintain expulsions at zero.
Participation information for school climate program implementation	90% of schools are currently implementing a school climate program (19/21 schools)	100% of schools will implement a school climate program
Family Climate Surveys	92% of parents believe our schools are safe.	Survey responses from parents will indicate that 95% or more believe that "our schools are safe"

Metric	2023/2024 Outcome	Desired Outcome for 2023-2024
Climate Survey (3rd - 8th grade students)	63% of Elementary and 62% of Middle School students surveyed feel safe at school. 74% of Elementary and 59% of Middle School students surveyed "feel a strong sense of belonging at school"	Survey responses from students will indicate that 80% of elementary students and 76% of middle school students believe that "our schools are safe" Survey responses from students will indicate that 81% of elementary students and 70% of middle school students "feel a strong sense of belonging at school"
Rate of Chronic Absenteeism	Alum Rock has a 22.5% rate of chronic absenteeism. This is a 13.3 % increase from 2022	ARUSD will improve attendance rate of chronically absent students by 30%
Facilities Inspection Tool (F.I.T.)	100% of our schools have an OVERALL rating of "Good" or "Exemplary" on the Facilities Inspection Tool (F.I.T)	100% of our schools will have an OVERALL Rating of "Good" or "Exemplary" on the Facilities Inspection Tool (F.I.T.)
Middle School Dropout Rate	For the 2023/2024 school year we had a middle school dropout rate of <1%	Alum Rock will report less than 1% Middle School Dropout Rate

Metric	2023/2024 Outcome	Desired Outcome for 2023-2024
VAPA Student Surveys **Program Participation Data**	• 86.6% of students responded that they always or almost always enjoy their arts programs. □ • 71% of students responded that art programs always or almost always help build their self confidence. □ • 76.8% of students responded that their art programs always or almost always help them build positive relationships with peers. □ 73.2% of students responded that their art programs always or almost always help them stay more positive during the school day. □	Students participating in VAPA programs will show positive growth in wellbeing as measured by student surveys.
Student support logs	88% (6.611) of our enrolled students districtwide have been supported by School Counseling Staff. 94% (6.256) of the students served were unduplicated high needs students (i.e., Foster Youth, English Learners, low income, and students with special needs). □	60% of additional support services/resources will be targeted to high needs students (i.e., Foster Youth, English learners, low income and students with special needs)

Goal 4

Foster relationships with stakeholders to promote a positive and collaborative environment that is focused on student achievement

Metric	2023/2024 Outcome	Desired Outcome for 2023-2024
Attendance sheets for Back-to-School, Open House and other parent participation events.	Average of 53% parent attendance at Back to School Night during Fall 2022 Average of 46% parent attendance at Open House during Spring 2023	Maintain 90% or higher parent attendance at parent participation events
Attendance spreadsheet for SSC meetings	All schools have a functioning School Site Councils. 64% of schools met a minimum of 5 times this school year.	All schools will conduct a minimum of 5 SSC meetings per year as required

Metric	2023/2024 Outcome	Desired Outcome for 2023-2024
Attendance sheets for DAC and DELAC meetings	District Advisory Committee (DAC) had a 54% attendance rate. District English Learner Advisory Committee (DELAC) had a 59% attendance rate.	80% participation from parent representatives at District Advisory Committee (DAC) meetings 80% participation rate from parent representatives at District English Learner Advisory Committee (DELAC) meetings
Attendance sheets from Parent University events	598 Parents attended Parent University - October 2023 □ 556 Parents and family attended Spring Parent University - May 2024 at Rancho del Pueblo Golf Course. □	We will have a 5% increase at Parent University events as measured by sign-in sheets
Attendance sheets for District led events	Through Spring 2024, 7/22 school sites had 15+ parents participate at this event.	We will have minimum participation of 15 parents per school site at District led events

NEEDS ASSESSMENT FINDINGS

Trends/Findings (FORUMS)

What actions/services have provided essential support towards meeting the LCAP goals?	How can we maximize or improve the current programs and services being provided?	*What additional actions/services should be considered for the new LCAP plan?*
• ParentSquare • After school enrichment programs including dance, lego robotics, & media production • Advisory period at middle schools • Counselors • Music programs • Sports programs • Summer and intersession programming • TOSA interventions • Translation/Interpretation support • Outreach and support for Foster Youth • Parent University • Community Liaisons (more training needed though) • After school programs • Classified professional development • New teacher support • Behavior Specialist support for Gen Education students • SEL curriculum (Kimochis, Sown to Grow) • Wellness Centers • Parent coffees • Building parent leadership capacity	• Communication with parents (i.e., academics, behavior) • Cultural sensitivity when communicating with parents and doing outreach • Offer Hybrid options for parent committee meetings • Incentives for parents to volunteer and attend events • Coordination in scheduling/planning events • Align Yard Duty monitoring standards • Offer teachers, and staff opportunities to learn multiple languages • Offer more language opportunities for students • Focus on reading intervention and support • Full time counselor at all sites • Restorative practices at all sites • Trainings for parent volunteers • Home visits for chronically absent students • Include classroom paras in PD opportunities • Make sure teacher PD is what they need • All arts disciplines represented at all sites (music, visual arts, dance, media arts) • Expand interpretation services	• Partnership with City to provide crossing guards • Events to embrace our students' cultures • Upgraded fencing at school sites • Remodel facilities/School beautification • Upgraded HVAC system • Improve fields for sports • Newcomer center and direct support during the school day • Access to school libraries/books • More opportunities for younger students to have music and sports • Working on absenteeism. Figuring out why students are tardy, or absent? • Expand programs offered after school to keep students engaged • Plan more family activities • ESL classes for parents • Parenting classes (ie. helping with homework, parenting a middle schooler, reclassification process, tech safety, etc) • CTE opportunities and training for teachers • Full day Kinder • MTSS framework/training

Trends/Findings (Students)

GOAL #1 Conditions of Learning	GOAL #2 MTSS	GOAL #3 Engagement
• Life skills classes like cooking and financial planning • Access to technology • More electives • More PE Equipment • More sports (boxing, lacrosse, football, baseball, hockey) • Better more nutritious food in cafeteria • More bilingual teachers	• More programs for students in SPED • Rosetta Stone for students to learn languages • Electives for more languages to be offered during lunch and extra period • Competitions to engage our Multi Language Learners • More ELD classes	• More festivals for family and community to celebrate • Volunteer opportunities for guardians • Sports events - invite families to watch • More times and places offered for family meetings • Raffles and prizes to attend Back to School Night and other events • More translations and interpretations offered (Cambodian, Filipino, Mandarin, Haitian French) • Multiple locations for Parent University • More activities after school

Survey Response Rates

	Spring 2023	Fall 2023	Spring 2024
Family Survey	2,701	3,176	3,225
Staff Survey	380 (52.8%)	559 (73.8%)	456 (60.2%)
Student Survey (3rd - 8th grade)	3,878 (76.8%)	4,248 (86.5%)	4,065 (82.8%)



Panorama Climate Survey Results – ALL Educational Partners

Students

Elementary

Climate of Support for Academic Learning	80%	▲6 since last survey
Knowledge and Fairness of Discipline, Rules and Norms	80%	▲2 since last survey
Safety	63%	▲1 since last survey
Sense of Belonging (School Connectedness)	74%	▲1 since last survey

Middle

Climate of Support for Academic Learning	77%	▼1 since last survey
Knowledge and Fairness of Discipline, Rules and Norms	72%	▲1 since last survey
Safety	62%	▼1 since last survey
Sense of Belonging (School Connectedness)	59%	▼1 since last survey

Staff

Climate of Support for Academic Learning	92%	▼1 since last survey
Cultural Awareness and Action (Adult Focus) How well a school supports staff and faculty in learning about, discussing, and confronting issues of race, ethnicity, and culture.	33%	▲1 since last survey
Knowledge and Fairness of Discipline, Rules and Norms	90%	▲1 since last survey
Safety	78%	0 since last survey
Sense of Belonging (School Connectedness)	83%	▲2 since last survey

Parents

After School Programs	96%	▼2 since last survey
Climate of Support for Academic Learning	96%	▼1 since last survey
Knowledge and Fairness of Discipline, Rules and Norms	92%	▼3 since last survey
Safety	91%	0 since last survey
Sense of Belonging (School Connectedness)	95%	0 since last survey

Panorama Survey Results –
SUPPORT FOR ACADEMIC LEARNING

Students

Elementary

Q.1: Do adults at school encourage you to work hard so you can be successful?

Yes, all of the time	51%	1045
Yes, most of the time	31%	631
Yes, some of the time	15%	310
No, never	4%	75

▲ 5 from last survey — Favorable: **81%**

Middle

Q.5: How safe do you feel when you are at school?

Very Safe	31%	645
Safe	38%	773
Neither Safe nor Unsafe	19%	384
Unsafe	5%	112
Very Unsafe	7%	143

▼ 3 from last survey — Favorable: **69%**

Staff

Q.1: is a supportive and inviting place for students to learn.

Strongly Agree	48%	227
Agree	46%	219
Disagree	3%	16
Strongly Disagree	0%	2
Not Applicable	2%	7

▼ 1 from last survey — Favorable: **96%**

Q.2: sets high standards for academic performance for all students.

Strongly Agree	35%	164
Agree	54%	256
Disagree	7%	34
Strongly Disagree	1%	4
Not Applicable	3%	14

▼ 1 from last survey — Favorable: **92%**

Parents

Q.1: This school provides high quality instruction to my child.

Strongly agree	45%	695
Agree	51%	799
Disagree	3%	50
Strongly disagree	1%	12

▼ 1 from last survey — Favorable: **96%**

Q.2: This school has high expectations for all students.

Strongly agree	43%	670
Agree	52%	813
Disagree	4%	63
Strongly disagree	1%	9

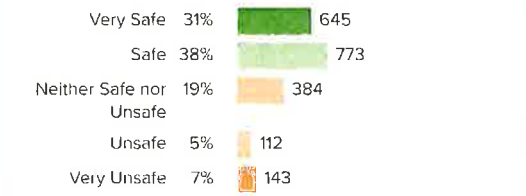
▼ 1 from last survey — Favorable: **95%**

Panorama Climate Survey Results - SAFETY

Students

Elementary

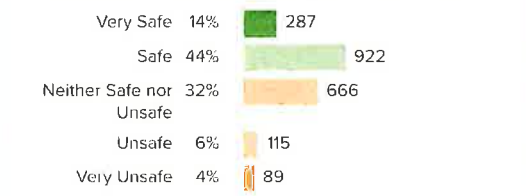
Q.5: How safe do you feel when you are at school?



▾ 3 from last survey — Favorable: **69%**

Middle

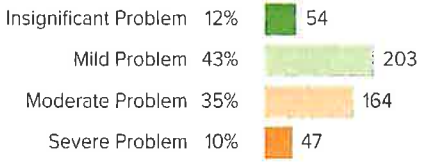
Q.1: How safe do you feel when you are at school?



▾ 1 from last survey — Favorable: **58%**

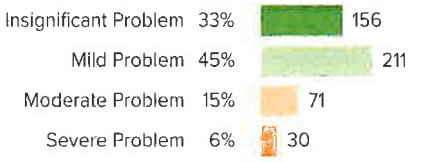
Staff

Q.3: disruptive student behavior?



▾ 2 from last survey — Favorable: **55%**

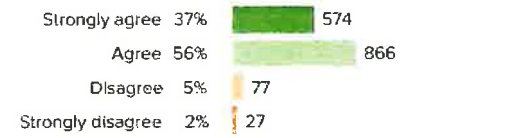
Q.5: lack of respect of staff by students?



▲ 0 from last survey — Favorable: **78%**

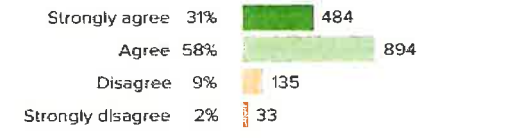
Parents

Q.2: My child is safe on school grounds.



▾ 1 from last survey — Favorable: **93%**

Q.4: My child is safe in the neighborhood around the school.



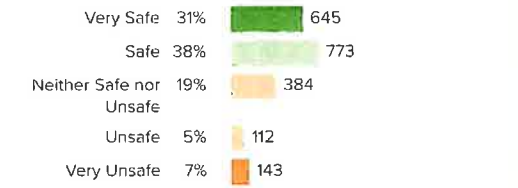
▲ 1 from last survey — Favorable: **89%**

Panorama Survey Results-
SCHOOL CONNECTEDNESS

Students

Elementary

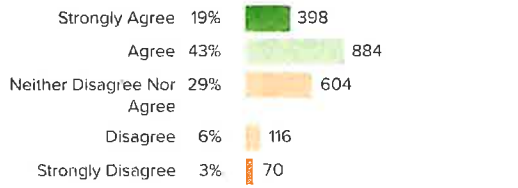
Q.5: How safe do you feel when you are at school?



▼ 3 from last survey — Favorable: **69%**

Middle

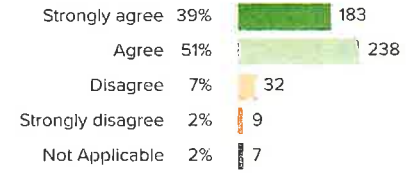
Q.1: I feel close to people at this school.



▼ 1 from last survey — Favorable: **62%**

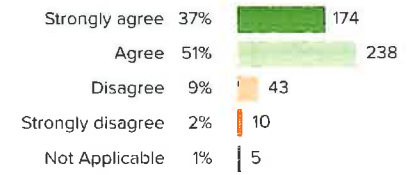
Staff

Q.4: This school is a supportive and inviting place for staff to work.



▲ 0 from last survey — Favorable: **91%**

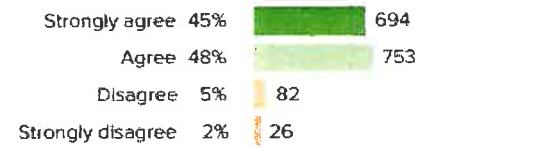
Q.5: This school promotes trust and collegiality among staff.



▲ 2 from last survey — Favorable: **89%**

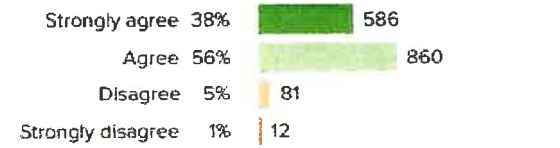
Parents

Q.1: I feel welcome to participate at this school.



▼ 1 from last survey — Favorable: **93%**

Q.4: School staff welcomes my suggestions.



▲ 0 from last survey — Favorable: **94%**

DRAFT
2024/2025 LCAP

2024 - 2025 LCAP DRAFT

LCAP DRAFT includes:

- Budget Overview for Parents and related tables
- Results of Annual Measurable Outcomes
- 3 year LCAP beginning 2024 - 2025 school year
- Actions & Services with budget allocation information



GOAL #1

Promote equitable and inclusive conditions of learning by ensuring that students have access to highly qualified staff, well-maintained and developmentally appropriate facilities, emotional and social support, as well as comprehensive standards-aligned instructional materials and resources.

GOAL #2

Create and implement a Multi-Tiered System of Support (MTSS) across the district that ensures the well-being of staff, students, and their families. This asset-based approach will allow all members of the Alum Rock community appropriate access to tiered academic, behavioral, and social-emotional support.

GOAL #3

Promote a sense of collaboration by engaging students, teachers, families, and the community in creating a welcoming and team-focused culture that is inclusive and culturally responsive to student needs and demographics.

GOAL #4

Cesar Chavez Early Learning Center will maintain 90% average daily attendance and reduce our percentage of students who are chronically absent to less than 30%

OVERALL CONSIDERATIONS

Goal #1
Conditions of Learning

- Physical Learning Environment (Safe and Welcoming)
- Instructional Program
- 21st century learning
- Core Curriculum and PD
- 504/IEPs
- Safety
- Ethnic Studies
- Early Learning
- Dual Language Programs
- Staff recruitment

Goal #2
MTSS

- Student Progress Assessments/Benchmarks/ Universal Screening
- Counseling
- SEL development
- Behavior support
- McKinney Vento/Foster Youth support
- Academic Interventions/Tutoring
- Special services
- Early learning
- Mental Health
- LTEL/Newcomers Support

Goal #3
Engagement

- Community Liaisons
- Translation services
- Parent workshops
- Family Events/Multicultural events
- Parent Advisory Groups
- (DAC, DELAC, SPARC)
- Expanded Learning Programs
- March Madness / Copita
- Parent University
- Staff Appreciation
- Positive Behavior and Support

Goal 1

Promote equitable and inclusive conditions of learning by ensuring that students have access to highly qualified staff, well-maintained and developmentally appropriate facilities, emotional and social support, as well as comprehensive standards-aligned instructional materials and resources.

Actions/Services for Goal 1:

1. Site allocations to support site SPSA goals
2. Recruit, retain, and celebrate employees
3. Professional development and support to ensure high quality instruction
4. Student Educational Programs and Platforms
5. Tech Support for Instructional Programming
6. UPK (expanded PK -3) Program
7. Implementation of Ethnic Studies Plan
8. Expanded Learning Programming
9. Positive School Climate and Culture
10. Special Services for students
11. Supplemental Support for English Language Development
12. Support for English Language Proficiency Assessment to provide designated EL support
13. Biliteracy Pathway Opportunities

Goal 2

Create and implement a Multi-Tiered System of Support (MTSS) across the district that ensures the well-being of staff, students, and their families. This asset-based approach will allow all members of the Alum Rock community appropriate access to tiered academic, behavioral, and social-emotional support.

Actions/Services for Goal 2:

1. UPK (expanded PK -3) Program
2. Positive School Culture, small group and individual support
3. Expanded Support for Long-Term English Learners & Newcomers
4. Supplemental services for designated student populations

Goal 3

Promote a sense of collaboration by engaging students, teachers, families, and the community in creating a welcoming and team-focused culture that is inclusive and culturally responsive to student needs and demographics.

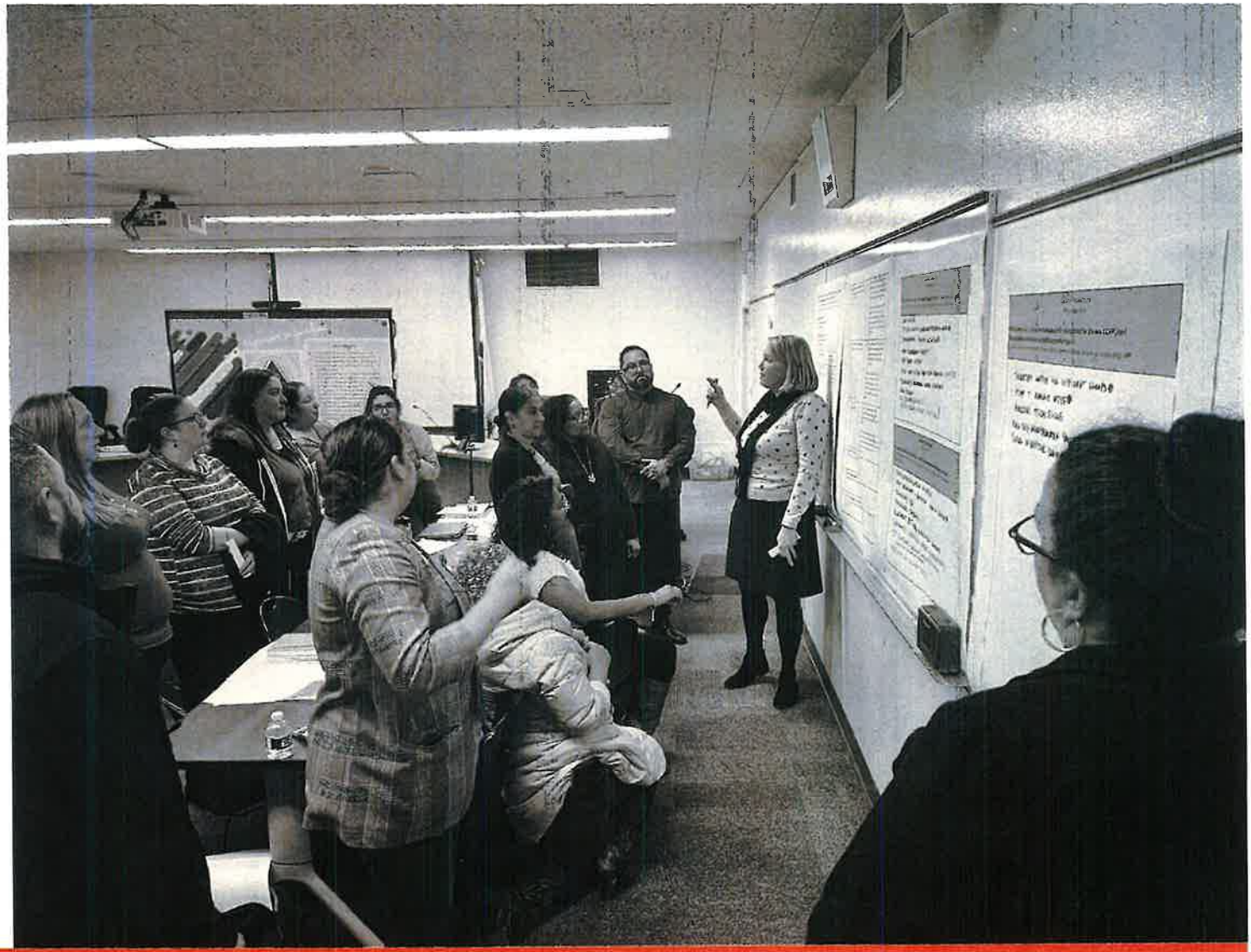
Actions/Services for Goal 3:

1. Parent/Community Involvement
2. Parent University
3. Community Liaisons
4. Building Capacity for Parent Leaders
5. Diversity, Identity and Cultural Responsiveness
6. UPK (expanded PK -3) Program
7. Positive School Climate and Culture
8. Student Showcases and cultural celebrations
9. Ensuring access for families-Translation/Interpretation

Next Steps

1. LCAP Adoption
   -3 year LCAP
   -LCAP Addendum
   -Local Indicators

2. Submit LCAP to SCCOE for approval (by July 1st)



THANK YOU

5.03

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: May 28, 2024

Subject: **Public Hearing:**
Proposed 2024-2025 Budget Adoption

Staff Analysis: The Public Hearing is scheduled at 5:30 p.m., or soon thereafter, to solicit the recommendations and comments of members of the public regarding the Proposed Budget for Adoption for 2024-25 school year. The Proposed Budget is available for inspection at the District Office, Business Services Department, 2930 Gay Avenue, San Jose, CA 95127.

PUBLIC HEARING

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

To the Board of Trustees:

PUBLIC HEARING

5.03

Agenda Placement

Meeting: June 13, 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 Jose, CA 95127

5.04

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: May 28, 2024

Subject: **Staff Presentation:**
Proposed 2024-2025 Budget Adoption

Staff Analysis: The Proposed 2024-2025 Budget draft will be presented by staff.

PRESENTATION

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

To the Board of Trustees:

Meeting: June 13, 2024
Regular Board Meeting

PRESENTATION

5.04
Agenda Placement

Imee Almazan, Ed.D., Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

6.01

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: Adopt Resolution No. 61-23/24 Order of Election Specifications of the Election Order, and Consolidation Request.

Recommendation: Staff recommends that the Board of Trustees approve Resolution No. 61-23/24 Order of Election Specifications of the Election Order and Consolidation Request.

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

To the Board of Trustees: Meeting: June 13, 2024
Regular Board Meeting

Recommend Approval

6.01

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
Resolution # 61-23/24

ORDER OF ELECTION, SPECIFICATIONS OF THE ELECTION ORDER AND CONSOLIDATION REQUEST

June 13, 2024

WHEREAS, a Biennial District General Election has been ordered to be held on Tuesday, November 5, 2024, in the Alum Rock Union School District of Santa Clara County for the purpose of electing:

Number of Seat(s)	Length of Term	Exact Title of Each Office to be Held
One (1)	4 Years	Governing Board Member
One (1)	2 Years	Governing Board Member

Of the District; and,

WHEREAS, pursuant to Part 3 (commencing with Section 10400) of the Elections Code of the State of California and Section 5342 of the Education Code of the State of California, such election may be either completely or partially consolidated; and,

WHEREAS, pursuant to Section 5322 of the Education Code of the State of California, this Board must adopt a resolution constituting a "Specifications of the Election Order";

NOW, THEREFORE, BE IT RESOLVED:

Section 1. That, pursuant to Section 5322 of the Education Code and Section 10403 of the Elections Code, the Board of Trustees of the **Alum Rock Union School District** calls for an election to be held on November 5, 2024 and requests the Board of Supervisors of Santa Clara County to completely consolidate the election with the statewide election.

Section 2. That the Board of Trustees of the **Alum Rock Union School District** requests the Board of Supervisors of Santa Clara County to hold and conduct the election in the manner prescribed in Section 10418 of the Elections Code of the Elections Code of the State of California and to further provide that the Registrar of Voters canvass the returns of the election.

Section 3. That pursuant to Section 10508 of the Elections Code of the State of California, said officers are to be elected and that the divisions, if any, from which said directors are to be elected, and the number of offices to be filled from each, are:

At Large	By Division	Number of Offices/Divisions
At Large		Two (2)

Section 4. That pursuant to Sections 10002 and 10520 of the Elections Code and Section 5421 of the Education Code of the State of California, each district involved in a district general election in an affected county shall reimburse the county for the actual costs incurred by the county elections official in conducting the district general election for that district.

Section 5. That the candidates' statement of qualifications shall be limited to:

- **200** words and,
- That the cost of printing, translating and distributing said statements shall be borne by the **candidates** who file such statements; and
- That each candidate who files such a statement **shall** be required to pay in advance his or her pro rate share of the estimated costs of printing, handling, and mailing said candidate statement, such estimated costs to be determined by the Registrar of Voters.

Section 6. That pursuant to Section 10522 of the Elections Code of the State of California, a current map showing the boundaries of the district and the boundaries of the divisions of the district is herewith submitted.

Section 7. That pursuant to Section 5304 of the Education Code and Section 15641 of the Elections Code of the State of California, the method of determining the winner or winners in the event of a tie vote shall be by **lot**.

Section 8. That the following is listed below:

1) Names of all current Board Members; and,
2) Term: full or short; and,
3) Seats selected by: Division or At Large:

Member Names	**Term: Full or Short**	**Seats Elected by Division/At Large**
Corina Herrera-Loera	Full Term	At Large
Andrés Quintero	Full Term	At Large
Minh Pham	Full Term	At Large
Linda Chavez	Full Term	At Large
Andrea Flores Shelton	Short Term	At Large

PASSED AND ADOPTED by the Board of Trustees of the Alum Rock Union School District, State of California, on June 13, 2024, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ATTEST: _____

_____
Corina Herrera-Loera, President/Chair
Board of Trustees of the Alum Rock Union School District

ATTEST:

_____
Andrea Flores Shelton, Clerk of the Governing Board
Of Alum Rock Union School District

APPROVED AS TO FORM AND LEGALITY:

_____

Rogelio M. Ruiz
Legal Counsel for the Alum Rock Union School District
Rehon & Roberts, APC

6.02

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject Approve Resolution No. 65-23/24 Celebrating the 247th Anniversary of the Creation of the flag of the United States and expressing support for the pledge of allegiance.

Recommendation: Staff recommends that the Board of Trustees approve Resolution No. 65-23/24 Celebrating the 247th Anniversary of the Creation of the flag of the United States and expressing support for the pledge of allegiance.

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

To the Board of Trustees: Meeting: June 13, 2024
Regular Board Meeting

Recommend Approval

6.02
Agenda Placement

Imee Almazan, Ed.D., Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

BOARD OF TRUSTEES OF THE

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

RESOLUTION NO. 65-23/24

RESOLUTION TO CELEBRATE THE 247th ANNIVERSARY OF THE CREATION OF THE FLAG OF THE UNITED STATES AND EXPRESSING SUPPORT FOR THE PLEDGE OF ALLEGIANCE

EDUCATION CODE SECTION 52720

Celebrating the 247th anniversary of the creation of the flag of the United States and expressing support for the Pledge of Allegiance.

Whereas, on June 14, 1777, the Continental Congress approved the design of a flag of the United States;

Whereas, over the years, the flag of the United States has preserved the standards of the original design comprised of alternating red and white stripes accompanied by a union consisting of white stars on a field of blue;

Whereas, on May 30, 1916, President Woodrow Wilson issued Presidential Proclamation 1335, an announcement asking the people of the United States to observe June 14 as Flag Day;

Whereas, on August 3, 1949, President Harry Truman signed into law House Joint Resolution 170, 81st Congress, a joint resolution designating June 14 of each year as Flag Day;

Whereas, on August 21, 1959, President Dwight Eisenhower issued Executive Order 10834 (24 Fed. Reg. 6865), an order establishing the most recent design of the flag of the United States;

Whereas the Pledge of Allegiance was written by Francis Bellamy, and first published on September 8, 1892;

Whereas, the Pledge of Allegiance expresses core civic values such as liberty, freedom, and justice;

Whereas, it is essential to emphasize the importance and, as part of civic socialization, pass on to future generations core principles such as our structure of governance, democracy, and the indivisible nature of our Union.

NOW, THEREFORE, IT IS RESOLVED by the Board of Trustees of the Alum Rock Union Elementary School District as follows:

(1) celebrates the 247th anniversary of the creation of the flag of the United States; and

(2) recognizes that the Pledge of Allegiance has been a valuable part of life and the education of the students of Alum Rock for generations; and

(3) every school in the Alum Rock Union School District will recite the Pledge of Allegiance at the start of every school day; and

(4) schools will recite the Pledge of Allegiance in whatever language aligns with their respective educational program; and

(5) school officials will ensure that all student's and staff's constitutional rights are respected while carrying out the delegated responsibilities outlined in this Resolution.

The foregoing Resolution was adopted by the Board of Trustees of the Alum Rock Union Elementary School District on the 13th day of June, 2024, by the following vote:

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

_____ Date: June 13, 2024

Clerk of the Governing Board

6.03

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: Restructure the Workforce Housing Committee to allow all matters related to housing in ARUSD to fall under the jurisdiction of the newly renamed Housing Committee.

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

To the Board of Trustees: Meeting: June 13, 2024
Regular Board Meeting

Recommend Approval

6.03
Agenda Placement

Imee Almazan, Ed.D., Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

6.04

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: Update on RFP for Affordable Housing Developers.

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

To the Board of Trustees: Meeting: June 13, 2024
Regular Board Meeting

Information Only

6.04
Agenda Placement

Imee Almazan, Ed.D., Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

6.05

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: Appeal of Withdraw of Consent to Be on School Campus (Penal Code section 626.4 and Board Policy and Admin. Regulation 3515.2.)

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

To the Board of Trustees: Meeting: June 13, 2024
Regular Board Meeting

Recommend Approval

6.05
Agenda Placement

Imee Almazan, Ed.D., Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

6.06

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: Approve Resolution No. 68-23/24 Enacting a Reduction of the Board Stipend to $240.00.

Recommends: Staff recommends that the Board of Trustees approve Resolution No. 68-23/24 Enacting a Reduction of the Board Stipend to $240.00.

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

To the Board of Trustees: Meeting: June 13, 2024
Regular Board Meeting

Recommend Approval

6.06
Agenda Placement

Imee Almazan, Ed.D., Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Resolution of the Board of Trustees Of The
Alum Rock Union Elementary School District
Enacting a Reduction of the Monthly Board Stipend to $240

RESOLUTION # 68-23/24

WHEREAS, the Alum Rock Union Elementary School District faces challenges in funding due to its status as a state-funded school district; and

WHEREAS, the highest priority of any school district is the provision of classroom education and the supporting services associated with instruction; and

WHEREAS, the Board of Trustees desires to protect students and families from financial disruptions, and maintain its commitments to the teachers and classified staff to the extent possible; and

WHEREAS, the Board of Trustees recognizes that the average daily attendance of the District pursuant to Education Code Section 35120 is below 10,000 students.

WHEREAS, the Board of Trustees must make sacrifices to preserve its commitment to the residents of the Alum Rock Community in providing a sound public 0-8 education for the children of the District, therefore;

NOW THEREFORE BE IT RESOLVED THAT, the Board of Trustees of the Alum Rock Union Elementary School District, under California Education Code Section 35120(a)(5), lowers the monthly stipend paid to the members of the Board of Trustees to Two Hundred Forty Dollars ($240) per month effective July 1st, 2024.

PASSED AND ADOPTED by the Board of Trustees of the Alum Rock Union Elementary School District, Santa Clara County, State of California, on June 13th, 2024, by the following vote:

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

_____ Date: June 13, 2024

Clerk of the Governing Board

6.07

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: Approve the Renewal of Contract for Legal Services with Rehon and Roberts, APC.

Recommends: Staff recommends that the Board of Trustees the Renewal of Contracts for Legal Services with Rehon and Roberts, APC.

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

To the Board of Trustees: Meeting: June 13, 2024
Regular Board Meeting

Recommend Approval

6.07
Agenda Placement

Imee Almazan, Ed.D., Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

6.08

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: Approval of Implementation of BoardDocs as the Board of Trustees Documentation Management System for Agendas and Board Packets Preparation and Publication, Minutes, and Archives.

Recommendation: Staff recommends approval of Board Docs as the Board of Trustees documentation management system for agendas, minutes, and archives.

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

To the Board of Trustees: Meeting: June 13, 2024
Regular Board Meeting

Recommend Approval

6.08
Agenda Placement

Imee Almazan, Ed.D., Interim
Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

7.01

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

Board of Trustees: Date: May 15, 2024

To the Superintendent of Schools

Subject: **Approval of Construction Services for Sitework at Millard McCollam Elementary School for two new Play Structures.**

Staff Analysis: Bidding for the Millard McCollam Elementary School Play Structure Project sitework was held on 5/15/24; One responsive bid was received by Rodan Builders Inc. in the amount of $242,000.

Item	Amount
Contract Amount	$242,000

Recommendation: Staff recommends the Board of Trustees award the contract to Rodan Builders Inc. in the amount of $242,000.

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

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

To the Board of Trustees:

Recommended Approval

7.01
Agenda Placement

Meeting: June 13, 2024
Regular Board Meeting

Imee Almazan, Ed.D., Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

BID FORM AND PROPOSAL

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

From: Rodan Builders, Inc.
(Proper Name of Bidder)

The undersigned declares that the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, have been read, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of Bid No. 4 ("Work") for the following project known as:

McCollam Elementary Play Structure Sitework

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

~~two hundred twenty three thousand three hundred~~ dollars $ ~~223,300~~ 60

BASE BID

two hundred and forty two thousand 60 ~~253,000~~ $242,000

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

Additive/Deductive Alternates:

Alternate #1

N/A dollars $ N/A

Additive/Deductive

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Additional Detail Regarding Calculation of Base Bid

1. **Unit Prices**. The Bidder's Base Bid includes the following unit prices, which the Bidder must provide and the District may, at its discretion, utilize in valuing additive and/or deductive change orders (Unit Prices shall include all labor, materials, services, profit, overhead, insurance, bonds, taxes, and all other incidental costs of Contractor, subcontractors, and suppliers):

SCHEDULE OF UNIT PRICES

Item No.	Description	Unit of Measure	Estimated Quantity	Unit Price	Total Cost = Unit Price x Estimated Quantity (Included in Base Bid)
1	NOT USED			$ NA	$ NA

Where scope of Work is decreased, all Work pertaining to the item, whether specifically stated or not, shall be omitted, and where scope of Work is increased, all work pertaining to that item required to render same ready for use on the Project in accordance with intentions of the Drawings and Specifications shall be included in the above agreed-upon price amount.

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

The above allowance shall only be allocated for unforeseen items or other public health emergency/epidemic/pandemic compliance relating to the Work. Contractor shall not bill for or be due any portion of this allowance unless the District has identified specific work, Contractor has submitted a price for that work or the District has proposed a price for that work, the District has accepted the cost for that work, and the District has prepared a change order incorporating that work. Contractor hereby authorizes the District to execute a unilateral deductive change order at or near the end of the Project for all or any portion of the allowance not allocated. Any unused portion of the allowance will revert back to the District documented by a deductive change order.

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

4. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager or other official point of

contact for the District before Bid date to verify the issuance of any clarifying Addenda.

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

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

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

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

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

9. **Receipt and acceptance of all issued Addenda(s) is hereby acknowledged:**

No. 1, Dated 2/27/24 Initials CA	No. ___, Dated _____ Initials_____
No. 2, Dated 3/19/24 Initials CA	No. ___, Dated _____ Initials_____
No. 3, Dated 4/17/24 Initials CA	No. ___, Dated _____ Initials_____

10. Bidder acknowledges that the license required for performance of the Work is a A, B, C-8, or C-12 license.

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

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

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

14. Bidder agrees to comply with all requirements of the Project Labor Agreement.

15. Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions

existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.

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

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

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

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

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

Dated this 15th day of May 2024

Name of Bidder Rodan Builders, Inc.

Type of Organization S Corporation

Signature _____

Print Name Gary Chen

Title Secretary

Address of Bidder 3486 Investment Blvd., Suite B, Hayward, CA 94545

Taxpayer's Identification No. of Bidder 20-2164714

Telephone Number 650-508-1700

Fax Number 650-508-1708

E-mail gchen@rodanbuilders.com Web page www.rodanbuilders.com

Contractor's License No(s): No.: 858119 Class: A, B, C21, C13 Expiration Date: 04/30/2025

No.: _____ Class:_____ Expiration Date: _____

No.: _____ Class:_____ Expiration Date: _____

Public Works Contractor Registration No.: 1000003240

END OF DOCUMENT

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

7.02

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Board of Trustees: Date: May 20, 2024

Subject: **Approve JGM Construction Management to provide Construction Management Services related to Sanitary Sewer Line Replacement for the District Office and Various District Sites.**

Staff Analysis: On April 17, 2024 the District released RFP No. 2324-Bonds11 for construction management services to the districts CM pool. This project (Project 12), will include oversite of sewer line replacement work being performed at the district office and various district sites.

The District received one (1) proposal:

Firm Name:	Bid/Proposal Amount:
JGM	$174,920

Recommendation: Staff recommends the Board of Trustees approve the bid and contract with JGM Construction Management in the amount of $174,920 dollars.

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

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

To the Board of Trustees: Meeting: June 13, 2024

Recommended Approval

7.02

Agenda Placement

Imee Almazan, Ed.D., Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

ALUM ROCK UNION SCHOOL DISTRICT - CONSTRUCTION MANAGEMENT SERVICES

Sanitary Sewer Line Replacement

RFP NO.: 2324-Bonds 11 CM Services

1. Schedule as presented, is assuming 'Notice to Proceed' is provided prior to May 15, 2024.
2. Hours/per Month subject to change per 'Notice to Proceed' issuance and construction schedule changes; Fee adjustment may occur.

BASIC SERVICES - CONSTRUCTION MANAGEMENT

			2024												
							Project Bid		Construction				Closeout		
POSITION	Billing Rate	Total Hours	Cost Jan	Cost Feb	Cost Mar	Cost Apr	Cost May	Cost Jun	Cost Jul	Cost Aug	Cost Sep	Cost Oct	Cost Nov	Cost Dec	
Hrs/per Month			0	0	0	0	80	168	176	168	168	168	0	0	
JGM - Senior Construction Manager	$ 215.00													$ -	$ -
JGM - Construction Manager	$ 205.00	$ 704.00					$ 14,350.00	$ 28,700.00	$ 28,700.00	$ 28,700.00	$ 28,700.00	$ 14,350.00	$ -	$ -	$ 144,320.00
JGM - Project Engineer 1	$ 170.00	180.00					$ 3,060.00	$ 6,120.00	$ 6,120.00	$ 6,120.00	$ 6,120.00	$ 3,060.00		$ -	$ 30,600.00
JGM - Project Engineer 2	$ 170.00													$ -	$ -
JGM - Project Engineer 3	$ 170.00													$ -	$ -
SUB-TOTAL							$ 17,410.00	$ 34,820.00	$ 34,820.00	$ 34,820.00	$ 34,820.00	$ 17,410.00	$ -	$ -	$ 174,920.00

			2025												
POSITION	Billing Rate		Cost Jan	Cost Feb	Cost Mar	Cost Apr	Cost May	Cost Jun	Cost Jul	Cost Aug	Cost Sep	Cost Oct	Cost Nov	Cost Dec	
Hrs/per Month			160	152	176	176	160	168	176	168	168	168	152	176	
JGM - Senior Construction Manager	$ 215.00		$ -	$ -	$ -	$ -									$ -
JGM - Construction Manager	$ 205.00		$ -	$ -	$ -	$ -									$ -
JGM - Project Engineer 1	$ 170.00		$ -	$ -	$ -	$ -									$ -
JGM - Project Engineer 2	$ 170.00		$ -	$ -	$ -	$ -									$ -
JGM - Project Engineer 3	$ 170.00		$ -	$ -	$ -	$ -									$ -
SUB-TOTAL			$ -	$ -	$ -	$ -									$ -

TOTAL - (Not to Exceed) $ 174,920.00

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

Board of Trustees: Date: May 21, 2024

To the Superintendent of Schools

Subject: **Approve Amendment No. 1 for Project #8 – HVAC Project at Adelante II Academy.**

Staff Analysis: Staff is requesting a 5% contingency be added to the agreement with Rodan Builders, Inc. for any unforeseen changes during the HVAC project at Adelante II Academy. Upon project completion, any unused portion of the 5% contingency will be returned to the District through a deductive change order.

Item	Amount
Original Contract Amount	$7,144,500.00
5% Contingency Amount	$ 357,225.00
New Contract Amount	$7,501,725.00

Recommendation: Staff recommend the Board of Trustees approve Amendment No.1 in the amount of $357,225 dollars for the HVAC project at Adelante II Academy.

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

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

To the Board of Trustees: Meeting: June 13, 2024

Regular Board Meeting

Recommended Approval

7.03

Agenda Placement

Imee Almazan, Ed.D., Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

AMENDMENT NO. 1 to:

Adelante II Academy HVAC Replacement Agreement

This Amendment No. 1 ("Amendment") amends the Agreement for General Constractor Services which was entered into by and between the Alum Rock Union School District ("District") and Rodan Builders, Inc. ("General Contractor") (together, "Parties") as follows:

RECITALS

WHEREAS, the Parties entered into the Agreement effective as of June 23, 2023 in order for Contractor to provide general contractor services ("GM Services"); and

WHEREAS, the Parties now desire to amend and supplement the Agreement to add 5% contingency to the Agreement; and

NOW THEREFORE, in consideration of the mutual promises and covenants set forth above and contained herein, the Parties agree as follows:

1. Amendments to Agreement.

Section 17. of the Agreement ("Contract Price") is hereby amended to read as follows:

A 5% contingency for any unforeseen changes during the project is being added. Upon project completion, any unused portion of the 5% contingency will be returned to the District through a deductive change order.

Original Contract Amount	**$7,144,500.00**
5% Contingency	**$ 357,225.00**
New Contract Total	**$7,501,725.00**

2. Provisions of the Agreement Reaffirmed.

All other provisions of the Agreement shall remain in full force and effect and are reaffirmed. If there is any conflict between this Amendment No. 1 and any provision of the Agreement, relating to Consultant's compensation or scope of Services, the provisions of this Amendment No. 1 shall control.

IN WITNESS WHEREOF, the Parties hereto have accepted and agreed to this Amendment No. 1 on the dates indicated below.

Dated: _____, 2024

Alum Rock Union School District

By: _____

Print Name: _____

Print Title: _____

Dated: May 20th, 2024

Rodan Builders, Inc.

By: Raghu Ayanur Digitally signed by Raghu Ayanur DN: C=US, E=rayanur@rodanbuilders.com, O=Rodan Builders Inc, CN=Raghu Ayanur Date: 2024.05.20 09:36:54-07'00'

Print Name: Raghu Ayanur

Print Title: Project manager

RODAN
BUILDERS, INC.
3486 Investment Blvd., Suite B, Hayward, CA 94545 ▪ P 650.508.1700 ▪ F 650.508.1705

DATE: May 16, 2024

Project: Adelante II Academy - HVAC Replacement
Bid No.: B2223-Bonds37
DSA Fle No.: 43-4
DSA Appl. No.: 01-120630

Alum Rock Unified School District
2930 Gay Ave
San Jose, CA 95127

ATTN: Vamshi Boorla

SUBJECT: Contingency
PCO#: 12

Dear Vamshi,

Following discussions with Sixth Dimesnsion, this change order represents 5% of Rodan's base bid, serving as a contingency for any additional changes during the project. This setup simplifies the change order process, allowing for immediate approval under district directive without needing board approval for each change. Upon project completion, any unused portion of this 5% contingency will be returned to the district through a deductive change order.

DESCRIPTION	Material	Labor	Contingency	Total Cost
Rodan Builders, Inc.	$ -	$ -	$ 357,225	$ 357,225
SUBTOTAL				**$ 357,225**
Markup - Contractor - 5%				$ -
Markup - Self Perform - 15%				$ -
Insurance - 1%				$ -
Bonds - 1%				$ -
TOTAL COST				**$ 357,225**

Contractor:	Rodan Builders, Inc.	Brandon Church Name	May 16, 2024 Date
District:	ARUSD	Name	Date
Architect:	Studio W Architects	Name	Date
CM:	Sixth Dimension	Name	Date

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

7.04

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

Board of Trustees: Date: May 21, 2024

To the Superintendent of Schools

Subject: **Approve Amendment No. 1 for Project #8 – HVAC Project at McCollam Elementary.**

Staff Analysis: Staff is requesting a 5% contingency be added to the agreement with Rodan Builders, Inc. for any unforeseen changes during the HVAC project at McCollam Elementary. Upon project completion, any unused portion of the 5% contingency will be returned to the District through a deductive change order.

Item	Amount
Original Contract Amount	$6,252,500.00
5% Contingency Amount	$ 312,625.00
New Contract Amount	$6,565,125.00

Recommendation: Staff recommend the Board of Trustees approve Amendment No.1 in the amount of $312,625 dollars for the HVAC project at McCollam Elementary.

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

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

To the Board of Trustees: Meeting: June 13, 2024

Regular Board Meeting

Recommended Approval
7.04
Agenda Placement

Imee Almazan, Ed.D., Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

AMENDMENT NO. 1 to:

Millard McCollam Elementary School HVAC Replacement Agreement

This Amendment No. 1 ("Amendment") amends the Agreement for General Constractor Services which was entered into by and between the Alum Rock Union School District ("District") and Rodan Builders, Inc. ("General Contractor") (together, "Parties") as follows:

RECITALS

WHEREAS, the Parties entered into the Agreement effective as of June 23, 2023 in order for Contractor to provide general contractor services ("GM Services"); and

WHEREAS, the Parties now desire to amend and supplement the Agreement to add 5% contingency to the Agreement; and

NOW THEREFORE, in consideration of the mutual promises and covenants set forth above and contained herein, the Parties agree as follows:

1. Amendments to Agreement.

Section 17. of the Agreement ("Contract Price") is hereby amended to read as follows:

A 5% contingency for any unforeseen changes during the project is being added. Upon project completion, any unused portion of the 5% contingency will be returned to the District through a deductive change order.

Original Contract Amount	**$6,252,500.00**
5% Contingency	**$ 312,625.00**
New Contract Total	**$6,565,125.00**

2. Provisions of the Agreement Reaffirmed.

All other provisions of the Agreement shall remain in full force and effect and are reaffirmed. If there is any conflict between this Amendment No. 1 and any provision of the Agreement, relating to Consultant's compensation or scope of Services, the provisions of this Amendment No. 1 shall control.

IN WITNESS WHEREOF, the Parties hereto have accepted and agreed to this Amendment No. 1 on the dates indicated below.

Dated: _____, 2024

Alum Rock Union School District

By: _____

Print Name: _____

Print Title: _____

Dated: May 20th, 2024

Rodan Builders, Inc.

By: Raghu Ayanur Digitally signed by Raghu Ayanur DN: C=US, E=rayanur@rodanbuilders.com, O=Rodan Builders Inc, CN=Raghu Ayanur Date: 2024.05.20 09:39:01-07'00'

Print Name: Raghu Ayanur

Print Title: Project manager

RODAN
BUILDERS, INC.
3486 Investment Blvd., Suite B, Hayward, CA 94545 ▪ P 650.508.1700 ▪ F 650.508.1705

DATE: May 16, 2024

Project: Millard McCollam ES - HVAC Replacement
Bid No.: B2223-Bonds38
DSA Fle No.: 43-4
DSA Appl. No.: 01-120631

Alum Rock Unified School District
2930 Gay Ave
San Jose, CA 95127

ATTN: Vamshi Boorla

SUBJECT: Contingency
PCO#: 07

Dear Vamshi,

Following discussions with Sixth Dimesnsion, this change order represents 5% of Rodan's base bid, serving as a contingency for any additional changes during the project. This setup simplifies the change order process, allowing for immediate approval under district directive without needing board approval for each change. Upon project completion, any unused portion of this 5% contingency will be returned to the district through a deductive change order.

DESCRIPTION	Material	Labor	Contingency	Total Cost
Rodan Builders, Inc.	$ -	$ -	$ 312,625	$ 312,625
SUBTOTAL				**$ 312,625**
Markup - Contractor - 5%				$ -
Markup - Self Perform - 15%				$ -
Insurance - 1%				$ -
Bonds - 1%				$ -
TOTAL COST				**$ 312,625**

Contractor:	Rodan Builders, Inc.	Brandon Church Name	May 16, 2024 Date
District:	ARUSD	Name	Date
Architect:	Studio W Architects	Name	Date
CM:	Sixth Dimension	Name	Date

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: May 21, 2024

To the Superintendent of Schools

Subject: **Approve Amendment No. 1 for Project #8 – HVAC Project at Russo/McEntee Academy**

Staff Analysis: Staff is requesting a 5% contingency be added to the agreement with Rodan Builders, Inc. for any unforeseen changes during the HVAC project at Russo/McEntee. Upon project completion, any unused portion of the 5% contingency will be returned to the District through a deductive change order.

Item	Amount
Original Contract Amount	$6,593,500.00
5% Contingency Amount	$ 329,675.00
New Contract Amount	$6,923,175.00

Recommendation: Staff recommend the Board of Trustees approve Amendment No.1 in the amount of $329,675 dollars for the HVAC project at Russo/McEntee.

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

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

To the Board of Trustees: Meeting: June 13, 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 _____

AMENDMENT NO. 1 to:

Russo/McEntee Academy HVAC Replacement Agreement

This Amendment No. 1 ("Amendment") amends the Agreement for General Constractor Services which was entered into by and between the Alum Rock Union School District ("District") and Rodan Builders, Inc. ("General Contractor") (together, "Parties") as follows:

RECITALS

WHEREAS, the Parties entered into the Agreement effective as of June 23, 2023 in order for Contractor to provide general contractor services ("GM Services"); and

WHEREAS, the Parties now desire to amend and supplement the Agreement to add 5% contingency to the Agreement; and

NOW THEREFORE, in consideration of the mutual promises and covenants set forth above and contained herein, the Parties agree as follows:

1. Amendments to Agreement.

Section 17. of the Agreement ("Contract Price") is hereby amended to read as follows:

A 5% contingency for any unforeseen changes during the project is being added. Upon project completion, any unused portion of the 5% contingency will be returned to the District through a deductive change order.

Original Contract Amount	**$6,593,500.00**
5% Contingency	**$ 329,675.00**
New Contract Total	**$6,923,175.00**

2. Provisions of the Agreement Reaffirmed.

All other provisions of the Agreement shall remain in full force and effect and are reaffirmed. If there is any conflict between this Amendment No. 1 and any provision of the Agreement, relating to Consultant's compensation or scope of Services, the provisions of this Amendment No. 1 shall control.

IN WITNESS WHEREOF, the Parties hereto have accepted and agreed to this Amendment No. 1 on the dates indicated below.

Dated: _____, 2024

Alum Rock Union School District

By: _____

Print Name: _____

Print Title: _____

Dated: May 20th, 2024

Rodan Builders, Inc.

By: Raghu Ayanur

Digitally signed by Raghu Ayanur
DN: C=US, E=rayanur@rodanbuilders.com, O=Rodan Builders Inc, CN=Raghu Ayanur
Date: 2024.05.20 09:40:04-07'00'

Print Name: Raghu Ayanur

Print Title: Project manager

RODAN
BUILDERS, INC.
3486 Investment Blvd., Suite B, Hayward, CA 94545 ▪ P 650.508.1700 ▪ F 650.508.1705

DATE: May 16, 2024

Project: Russo-McEntee Academy
Bid No.: B2223-Bonds39
DSA Fle No.: 43-4
DSA Appl. No.: 01-120632

Alum Rock Unified School District
2930 Gay Ave
San Jose, CA 95127

ATTN: Vamshi Boorla

SUBJECT: Contingency
PCO#: 08

Dear Vamshi,

Following discussions with Sixth Dimesnsion, this change order represents 5% of Rodan's base bid, serving as a contingency for any additional changes during the project. This setup simplifies the change order process, allowing for immediate approval under district directive without needing board approval for each change. Upon project completion, any unused portion of this 5% contingency will be returned to the district through a deductive change order.

DESCRIPTION	Material	Labor	Contingency	Total Cost
Rodan Builders, Inc.	$ -	$ -	$ 329,675	$ 329,675
SUBTOTAL				**$ 329,675**
Markup - Contractor - 5%				$ -
Markup - Self Perform - 15%				$ -
Insurance - 1%				$ -
Bonds - 1%				$ -
TOTAL COST				**$ 329,675**

Contractor:	Rodan Builders, Inc.	Brandon Church Name	May 16, 2024 Date
District:	ARUSD	Name	Date
Architect:	Studio W Architects	Name	Date
CM:	Sixth Dimension	Name	Date

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

7.06

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: May 31, 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 and Approving Official Notice of Sale, Official Statement and Other Related Documents and Official Actions

Staff Analysis: Measure I was approved by District voters in 2016 authorizing nearly $140 million of bonds for school equipment and facility improvements. Measure I was a reauthorization of bonds that were originally authorized to be issued pursuant to a Measure G which was approved at an election held on June 3, 2008, meaning that any bonds issued under Measure I result in a corresponding reduction in the amount of the bonds that can be issued under Measure G.

The District has previously issued an initial series of bonds under Measure I in the principal amount of $40 million. At this time the District is considering the issuance of a second series of Measure I Bonds for voter-approved projects in the amount of $40 million pursuant to the Government Code. The 2016 Series B Bonds will be issued as tax-exempt current interest bonds (no capital appreciation bonds), all in accordance with requirements of law, Measure I and the District's debt management policy.

The Board Resolution authorizes the sale of the 2016 Series B Bonds through competitive public bidding. Bids for the sale of the 2016 Series B Bonds will be received and the successful bid will be determined and awarded as described in the Official Notice of Sale which is approved under the Board Resolution. The 2016 Series B Bonds will be marketed to potential purchasers through a disclosure document called the Preliminary Official Statement (POS), which is also approved pursuant to the Board Resolution. Securities laws standards require that the POS contain all material information for investors to make an informed investment decision, and not include material errors or omissions. This document is scheduled for release on approximately June 14, 2024, and it will continue to be edited and refined prior to release until it meets all applicable legal standards. Any comments or questions from Board members should be submitted to staff for review and consideration. Other bond-related documentation which is available in draft form until the 2016 Series B Bonds have been sold are also attached.

Supporting Documents: Official Notice of Sale; Preliminary Official Statement.

Recommendation: Staff recommends that the Board of Trustees approve Resolution No. 57-23/24 for authorizing the issuance and sale of 2016 Election, Series B Bond in a Not to Exceed Amount of $40 Million.

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

To the Board of Trustees:

Recommend Approval

7.06
Agenda Placement

Meeting: June 13, 2024
Regular Board Meeting

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 AND APPROVING OFFICIAL NOTICE OF SALE, OFFICIAL STATEMENT AND OTHER RELATED DOCUMENTS AND OFFICIAL ACTIONS

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, 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;

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.

"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 Original Purchaser.

"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 Official Notice of Sale.

"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.

"Official Notice of Sale" means the Official Notice of Sale pursuant to which bids are received for the competitive public sale of the Series B Bonds.

"Original Purchaser" means the original purchaser of the Series B Bonds upon the competitive public sale thereof.

"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).

"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 Official Notice of Sale.

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 Official Notice of Sale. 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 transmitted to the Owner thereof (which shall 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. The Series B Bonds shall 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 Official Notice of Sale.

(b) Mandatory Sinking Fund Redemption. If and as specified in the winning bid for the Series B Bonds, any maturity of Series B Bonds shall be designated as "Term Bonds" which are subject to mandatory sinking fund redemption on August 1 in each of the years and in the respective principal amounts set forth in the winning bid, 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 subsection (a) of this Section, the aggregate principal amount of the Term Bonds to be redeemed in each year under this subsection (b) will be reduced in integral multiples of $5,000, to be allocated among sinking fund installments as designated 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 given 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. The giving of such notice shall not be a condition precedent to such redemption and the failure to give or to receive any such notice shall not affect the validity of the proceedings for the redemption of such Series B Bonds. In addition, the Paying Agent shall give notice of redemption to the Municipal Securities Rulemaking Board and each of the Securities Depositories at least two days prior to giving such notice 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 give 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) Competitive Sale of the Series B Bonds. The Board hereby authorizes the sale of the Series B Bonds by competitive public bidding in accordance with the provisions of the Official Notice of Sale in substantially the form on file with the Clerk of the Board, together with such additions thereto and changes therein as may be approved by a District Representative. The true interest cost of the Series B Bonds shall not exceed 8.00% per annum.

(b) Official Notice of Sale. The terms and conditions of the offering and the sale of the Series B Bonds shall be as specified in the Official Notice of Sale. A District Representative, on behalf of the District, is hereby delegated the authority to accept the best responsible bid for the purchase of the Series B Bonds, determined in accordance with the Official Notice of Sale. The sale of the Series B Bonds shall be awarded, or all bids shall be rejected, not later than 24 hours after the expiration of the time prescribed for the receipt of proposals unless such time of award is waived by the successful bidder.

Pursuant to Government Code Section 53692, the Board hereby approves and authorizes the publication by Jones Hall, A Professional Law Corporation, as Bond Counsel to the District, of a notice of the District's intention to sell the Series B Bonds, in form and substance acceptable to Bond Counsel, in *The Bond Buyer* once at least five days prior to the date fixed for receipt of bids. The Municipal Advisor is hereby authorized and directed by the District to cause to be furnished to prospective bidders a reasonable number of copies of the Official Notice of Sale and a reasonable number of copies of the Preliminary Official Statement relating to the Series B Bonds.

(c) Official Statement. The Board hereby approves and 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 Original Purchaser, 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. Distribution of the Preliminary Official Statement by the Municipal Advisor to prospective bidders on the Series B Bonds is hereby approved. 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 Original Purchaser. A District Representative shall execute the Final Official Statement in the name and on behalf of the District.

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

(e) Presentation of Actual Cost Information at Board Meeting. As required pursuant to 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 Bond 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 Original Purchaser 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 Original Purchaser 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 Original Purchaser 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 and may also be applied to satisfy the obligations of the District under Section 5.04(e). 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, 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 *ad valorem* 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 give 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 June 13, 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 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 June 13, 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 given 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 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): 4.53%

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 Original Purchaser's 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): $39,780,000.

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): $87,250,686.

**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

8.01

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

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

Subject: **California Department of Education Expenditure Quarter 3 Report, from Aptitud Community Academy at Goss Early Literacy Support Block Grant (ELSB), and Literacy Action Plan in year-three of implementation.**

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

Recommendation: Information only

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

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

To the Board of Trustees: Meeting: June 13, 2024
Regular Board Meeting

Information Only

8.01
Agenda Placement

Barbara Campbell, Assistant Superintendent
Instructional Services

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Early Literacy Support Block Grant

2023–24 Year-to-Date Expenditure Signature Form

Educator Excellence and Equity Division
California Department of Education

Local Educational Agency: Alum Rock Union School District

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

☐ Quarter 1 (July 1, 2023 – September 30, 2023) Report Due October 31, 2023

☐ Quarter 2 (October 1, 2023 – December 31, 2023) Report Due January 31, 2024

☒ Quarter 3 (January 1, 2024 – March 31, 2024) Report Due April 30, 2024

☐ Quarter 4 (April 1, 2024 – June 30, 2024) Report Due July 31, 2024

Budget Revision Request:

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

☐ Yes ☒ No

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

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

Grant Project Coordinator Name: Dr. Dianna Ballesteros

Grant Project Coordinator Signature: Dr. Dianna J. Ballesteros

Date Signed (if not included in electronic signature): 04 / 25 / 2024

Fiscal Agent Name: Maria Bonilla

Fiscal Agent Signature: Maria Bonilla Digitally signed by Maria Bonilla Date: 2024.04.23 18:05:49 -07'00'

Date Signed (if not included in electronic signature):

Dropbox Sign

Audit trail

Title	ELSB Q3
File name	2023-24_Early_Lit...orm_Quarter_3.pdf
Document ID	210044a807aebf45f6bf2c954eaf4de42a3a179e
Audit trail date format	MM / DD / YYYY
Status	• Signed

Document History

SENT	**04 / 25 / 2024** 00:39:47 UTC	Sent for signature to Dr. Dianna Ballesteros (dianna.ballesteros@arusd.org) from maria.espinoza@arusd.org IP: 206.213.189.98
VIEWED	**04 / 25 / 2024** 15:42:59 UTC	Viewed by Dr. Dianna Ballesteros (dianna.ballesteros@arusd.org) IP: 206.213.189.5
SIGNED	**04 / 25 / 2024** 15:43:35 UTC	Signed by Dr. Dianna Ballesteros (dianna.ballesteros@arusd.org) IP: 206.213.189.5
COMPLETED	**04 / 25 / 2024** 15:43:35 UTC	The document has been completed.

Local Educational Agency (LEA) Information

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

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

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

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

Object Code	Object Code Description	Approved Implementation Year 3 Budget	Quarter 1 Expenditures	Quarter 2 Expenditures	Quarter 3 Expenditures	Quarter 4 Expenditures	Cumulative Expenditures	Unspent Balance
1000	Certificated Salaries	$198,630.00	$17,004.36	$28,999.26	$0.00	$0.00	$46,003.62	$152,626.38
2000	Classified Salaries	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
3000	Employee Benefits	$71,687.69	$5,135.28	$10,403.23	$0.00	$0.00	$15,538.51	$56,149.18
4000	Books and Supplies	$64,879.10	$0.00	$3,603.90	$0.00	$0.00	$3,603.90	$61,275.20
5000	Services and Other Operating Expenditures (excluding Subagreements for Services 5100)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
5100	Subagreements for Services (not subject to indirect costs)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
5200	Participant Travel/ Project Staff Travel	$10,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$10,000.00
5800	Professional/Consulting Services & Operating Expenses	$48,976.71	$0.00	$0.00	$0.00	$0.00	$0.00	$48,976.71
6000	Capital Outlay (not subject to Indirect costs)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
7000	Indirect Costs	$25,305.94	$1,421.36	$2,761.01	$0.00	$0.00	$4,182.37	$21,123.57
Totals	Totals calculate automatically	$419,479.44	$23,561.00	$45,767.40	$0.00	$0.00	$69,328.40	$350,151.04

Quarter 3 Budget Narrative Form

Implementation Year 3 Quarter 3 (January 1 - March 31)

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

Object Code	Object Code Description	Description	School Site or LEA Name	Expenditures
1000	Certificated Salaries	Salary for Literacy Coach - Literacy Team, Melissa Gonzalez	Aptitud	$27,555.00
2000	Classified Salaries			$0.00
3000	Employee Benefits	Related Benefits to Literacy Coach salary.	Aptitud	$10,061.10
4000	Books and Supplies	**Lakeshore $7,048.91 :** These materials are used to assist literacy instruction in our foundational skills curriculum, SIPPS . This includes easels to support teachers with storing and making the materials visible and accessible to all students. The writing paper supports SIPPS instruction in guided dictation and also supports printing and handwriting practice. The magnetic letters and white boards are to be used during literacy instruction to support the decoding and encoding process of reading and will also be used to differentiate for small group lessons. **Learning Without Tears $ 4,396.00:** These materials are used for printing and handwriting instruction to support ELA. This includes teacher's guides and student booklets for practice in the elementary grades. **Office Depot $ 5,848.31:**These materials support our foundational literacy skills curriculum block, SIPPS and ELA instruction. During our SIPPS block all students are given a folder that includes all their tailored printed decodable reading passages to use during direct instruction and independent work time. An additional set of folders per class is used so that students can take additional copies of their printed literacy work (sight word lists, reading passages, vocabulary) home and bring it back. The paper is used so that teachers can print multiple copies of tailored decodable reading passages per student as they progress in their reading. The markers are to be used with the whiteboards listed in the lakeshore invoice for SIPPS and ELA instruction. The composition notebooks are used for ELA instruction where students can take notes and keep track of their work.		$17,293.22
5000	Services and Other Operating Expenditures (excluding Subagreements for Services 5100)			$0.00
5100	Subagreements for Services (not subject to indirect costs)			$0.00
5200	Participant Travel/ Project Staff Travel			$0.00
5800	Professional/Consulting Services & Operating Expenses			$0.00
6000	Capital Outlay (not subject to indirect costs)			$0.00
7000	Indirect Costs	6.42%		$3,525.18
Totals	Totals calculate automatically			$58,434.50

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: **June 13, 2024**

Subject: **Resignations (Information Only)**

Staff Analysis: Pursuant to Board Policy 4117.2 the Superintendent or designee has accepted the following resignations.

Submitted by: Cesar Torrico Title: Asst. Superintendent, Human Resources

Approved by: Cesar Torrico Title: Asst. Superintendent, Human Resources

To the Board of Trustees: Meeting: June 13, 2024
Regular Board Meeting

Recommend Approval

9.01
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-
HUMAN RESOURCES DEPARTMENT
MEETING OF THE BOARD OF TRUSTEES

June 13, 2024

CERTIFICATED RESIGNATIONS:

I. Resignation:

1.	Gonzalez, Melissa	TOSA, TK-3, Literacy	06/07/2024
2.	Loudd, Enjolie	RSP/Hubbard Media Arts Academy	06/07/2024
3.	Manyak, Patrick	Principal/Dorsa Elementary	06/30/2024
4.	Mehner, Scott	Math/Renaissance Academy II	06/07/2024
5.	Muthukumar, Subashini	SDC/Cureton Elementary	06/06/2024
6.	Nielsen, Tobi	TOSA Intervention Specialist/ Renaissance Academy II	06/07/2024
7.	Rosales, Ulises Jr.	Counselor, K-5/S.E.L. Department	06/06/2024
8.	Wesson, Nicole	From 2023/24 PLOA	06/07/2024

HUMAN RESOURCES DEPARTMENT
MEETING OF THE BOARD OF TRUSTEES

June 13, 2024

CLASSIFIED RESIGNATIONS:

I. **Resignations:**

1.	Fuentes-Castellano, Melissa	Paraeducator 9.5mo/Cureton	06/07/2024

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: **June 13, 2024**

Subject: **Approve Resolution No. 64-23/24 – Recognition of Classified Retirees**

Staff Analysis: Alum Rock Union Elementary School District hereby recognizes and wishes to honor the 2024 Classified Retirees.

Recommendation: District administration is recommending that the Board of Trustees approve Resolution No. 64-23/24.

Submitted by: Cesar Torrico Title: Asst. Superintendent, Human Resources

Approved by: Cesar Torrico CT Title: Asst. Superintendent, Human Resources

To the Board of Trustees:

Recommend Approval

9.02
Agenda Placement

Meeting: June 13, 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
BOARD OF TRUSTEES

RESOLUTION No. 64-23/24

RECOGNITION of 2024 CLASSIFIED RETIREES

WHEREAS, your dedicated commitment in exemplifying and modeling the highest of standards and practices in insuring a safe and clean environment for the children enrolled in our schools; and

WHEREAS, your daily commitment and passion for the care and nurturing of the well-being of every child you have interacted with through the years; and

WHEREAS, your engaging and inspiring presence at our schools and grounds insuring the very best learning environment; and

WHEREAS, your many hours of dedication are recognized in; providing valuable services to the schools and students, maintaining our school grounds and classrooms, your commitment in assuring warm and nourishing meals are provided to our students each day and transporting our children to and from school safely each day.

NOW, THEREFORE, BE IT RESOLVED, that the Alum Rock Union Elementary School District hereby recognizes the retirement of the following 2024 classified retirees and wishes all the happiness in a well-deserved respite in the years ahead:

Alex Salazar	Head Custodian
Alfredo Gonzalez-Delgado	Night Custodian I - Elementary
Angel Cruz	Night Custodian
Cecilia V Jamison	Child Nutrition Assistant II
Elizabeth Martinez	Paraeducator Special Education II / Campus Paraeducator
Elsa Hermosillo	CNS Kitchen Supervisor
Irma R Gonzaga	Child Nutrition Assistant I
Patricia Renteria	Bus Driver
Wanda June Helfrich	Paraeducator Special Education I / Campus Paraeducator
Yadira Quant	Bus Driver
Diane Zeppa	Para Sp Ed II
Alex Salazar	Head Custodian

PASSED AND ADOPTED this 13th day of June 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 June 13, 2024.

_____ _____

Imee Almazan, Ed.D., Assistant Superintendent Date

9.03

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: **June 13, 2024**

Subject: **Approve Resolution No. 63-23/24 – Recognition of Certificated Retirees**

Staff Analysis: Alum Rock Union Elementary School District hereby recognizes and wishes to honor the 2024 Certificated Retirees.

Recommendation: District administration is recommending that the Board of Trustees approve Resolution No. 63-23/24.

Submitted by: Cesar Torrico Title: Asst. Superintendent, Human Resources

Approved by: Cesar Torrico Title: Asst. Superintendent, Human Resources

To the Board of Trustees:

Meeting: June 13, 2024
Regular Board Meeting

Recommend Approval

9.03
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
BOARD OF TRUSTEES

RESOLUTION No. 63-23/24

RECOGNITION of 2024 CERTIFICATED RETIREES

WHEREAS, your dedicated daily commitment in exemplifying and modeling the highest of academic standards and instructional practices to the children that have been so very fortunate to have you as their teacher; and

WHEREAS, your daily commitment and passion for the care, nurturing, and well-being of every child you have interacted with through the years; and

WHEREAS, your engaging and inspiring presence and impact that motivated a countless number of Alum Rock children; and

WHEREAS, your many hours of dedication are recognized in; preparing lesson plans, meeting with parents, correcting student essays and homework, attendance at a countless number of faculty meetings, coordinating both parent and student school and classroom activities and fundraisers, nursing and tending to the many endless array of playground scrapes and scratches, the sharing of your wisdom and counseling skills to a host of students and yet and at all times maintaining your cheerful smile, your sense of humor and caring disposition; and

NOW, THEREFORE, BE IT RESOLVED, that the Alum Rock Union Elementary School District hereby recognizes the retirement of the following 2024 certificated retirees and wishes all the happiness in a well-deserved respite in the years ahead:

April Ambard	Teacher
Barbara Campbell	Asst Sup Instructional Services
Cheryl Shyba	Teacher
Junhy Kim	Teacher
Lisa Gregoire	Teacher
Lisa Overholt	Teacher
Theresa Renteria	Teacher
Stacy Wang	Teacher
Thomas Andrews	Teacher
Maribelle Vivar	Teacher

PASSED AND ADOPTED this 13th day of June 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 June 13, 2024.

Imee Almazan, Ed.D., Interim Superintendent

Date

10.01

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: April 30, 2024

Subject: **Amergis Healthcare**

Staff Analysis: Amergis Healthcare will provide one LVN due to doctor's orders. They will provide daily medical assistance for students with medical needs. The Board Certified Behavior Analyst acts as a clinical teacher who educates, observes and supervises the educational activities and service delivery of behavior technicians. 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 Amergis Healthcare Services for the 2024-2025 school year. The cost of this contract is $1,924,400.

Submitted by: Anthony Colonna Title: Director, Special Education

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

To the Board of Trustees: Meeting: June 13, 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: _____

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. 300165

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: Amergis Healthcare Staffing, Inc.

Address: 7227 Lee Deforest Dr City: Columbia State: MD Zip: 21046

Phone: (408) 914-4895 Email Address: _____

SSN: _____ or Fed I.D. #: 83-3043570

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").

Amergis will provide an LVN's due to doctor's orders. They will provide daily medical assistance for ~~students with medical needs. The Board Certified Behavior Analyst acts as a clinical teacher who~~ educates, observes and supervises the educational activities and service delivery of behavior technicians. ~~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:** $55.00-130.00/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	6546	0	5815	00	5750	1190	000000	380	6546	1,744,400	
080	6500	0	5815	00	5001	3140	000000	380	1801	145,000	
080	6500	0	5815	00	5750	1190	000000	380	1750	30,000	
080	6500	0	5815	00	5001	3140	000000	380	1750 -	5000	

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

amergis

Justina Del Carlo
Account Manager
Amergis Staffing 2024-2025 School Year
Office: 408.914.3884
Cell: 530.821.9548
Email: judelcar@amergis.com

Amergis Behavior Technicians equivalent to a Paraeducator:

Essential Duties and Responsibilities:

- Follows the instructions of the BCBA/program supervisor/teacher
- Provides behavior assistance/interventions to assigned clients
- Provides behavior support services
- Provides crisis intervention
- Review and implement behavior intervention plans
- Review and implement behavioral goals found within IEPs
- Documents session per policies and procedures
- Collects data accurately and efficiently
- Strictly adhere to confidentiality requirements
- Implement behavior management techniques in accordance with the directions given by the supervising teacher; including reinforcing appropriate behaviors in accordance with the teachers plan and supervising the student during these behavior management techniques
- Performs other duties as assigned/necessary

Board Certified Behavior Analyst:

Essential Duties and Responsibilities:

- Conducts functional behavior assessments and educational assessments, accurately identifying the function of challenging behavior and socially valid, pivotal behaviors to target
- Develops strong collaborative relationships and provides training to school staff to implement effective applied behavior analysis techniques. Provides ongoing support and training to related field staff ensuring treatment integrity and supporting professional growth
- Investigates concerns and provides coaching and disciplinary action when appropriate
- Develops behavior goals according to the needs and abilities of the student
- Determines prevention, intervention and consequence strategies utilizing non-aversive behavior change methods
- Collects, analyzes and reports data and other documentation within established time frames to ensure program validity and efficacy per contract guidelines
- Attends and presents behavioral progress at IEP meetings

amergis

School Psychologist:

Essential Duties and Responsibilities:

- Completes multi-factored evaluations (initial and re-evaluations) in compliance with state regulations within a designated time frame
- Conducts pre-referral consultation/intervention.
- Monitors student's response to curriculum modifications
- Serves as an instructional intervention specialist who plans intervention and individual education
- Performs Psycho-educational assessments
- Consults individually, or in groups, with students and/or parents or other personnel on matters relating to the education and mental health of the students to ensure the development and provision of the most appropriate education program
- Participates in on-going training/in-servicing related job duties.
- Consults with teachers and other team members on an ongoing basis
- Serves as a technical assistant for the support of implementation of RTI in the assigned schools (if applicable)
- Conducts an evaluation of each student assigned which shall include, but not limited to:
- Conducting pre-diagnostic meetings in order to determine scope and sequence of needed evaluations
- Interviewing the student o Observing classroom behaviors
- Consulting the student's parents and teacher(s)
- Reviewing the student's academic history and current educational functioning
- Conducts psycho-educational evaluations of the child's learning process and level of educational achievement
- Administers specialized evaluations specific to the nature of the child's problems
- Conducts Functional Behavior Analysis for student, if required
- Helps create Behavior Intervention Plan for student, if required (consultation with team members required)
- Attends pre-referral and screening team meetings in buildings assigned
- Enters information regarding the psycho-educational evaluation on CRT at least 24 hours prior to the extended IEP team meeting (as applicable per client/state requirement)
- Participates in the extended IEP team meetings and other such procedures as necessary, including manifestation determination review meetings
- As part of the team, determines the nature of a child's problems through a full case study evaluation
- Attends PAEC meetings, completing psychological evaluation reports, and scheduling/chairing prediagnostic meetings (PDM's)
- Participates in other duties based on the needs of students and programs. These may include teacher in-service, counseling, screening of students (preschool, etc.), parent groups, supervision of interns, research of ongoing programs, and development of new programs

- Maintains client information in a secure and confidential manner consistent with client and local procedures, as well as guidelines set forth by the State and State Board of Psychology

Special Education Teacher:

Essential Duties and Responsibilities:

- Prepares student education plans in consultation with parents and department team members
- Supports learning for students who have a wide range of learning, mental, emotional, and physical disabilities.
- Designs instruction, both individual and small group, which parallels the general education curriculum
- Assists parents, administrators, testing specialists, social workers, and professionals to develop educational plans designed to promote students' educational, physical, and social development
- Prepares materials and classrooms for class activities
- Serves as the coordinator of individualize education program (IEP) implementation with general education staff
- Monitors student progress, participates in review and revision of student's IEP, as appropriate
- Maintains accurate student records
- Mentors and supports teaching assistants who provide support to students with disabilities
- Supports students in preparation for grade transitions and preparing for life skills
- Assess students' skills and educational needs and tracks student's performance
- Discusses students' progress with their other teachers
- Communicates to maintain positive relationships with students and their parents
- Follows School District policies and procedures

Occupational Therapist:

Essential Duties and Responsibilities:

- Provides skilled occupational therapy services/interventions in accordance with physician orders
- Reevaluates client for rehabilitation needs, and works in collaboration with the physician and other members of the healthcare team to modify the plan of care as appropriate
- Assesses patient needs, plans for, evaluates and modifies care to meet goals of Occupational Therapy Interventions
- Collaborates with all disciplines to plan and evaluate team goals for each patient
- Instructs patient/family/caregivers on patient's total occupational therapy program
- Advises, consults and instructs members of the multi-disciplinary team in specific occupational therapy modalities
- Observes and reports patient progress and/or changes in patient status to physician and appropriate multi-disciplinary team members
- Refers individual to other disciplines as deemed appropriate and as approved by the physician

amergis

- Teaches new skills or retrains clients in once-familiar daily activities that have become difficult or unfamiliar due to illness or injury
- Establishes equipment needs to facilitate independent living
- Instructs individual and/or family/caregiver in the use of various types of adaptive equipment to improve function; ensures equipment is in good working order
- Trains individual and/or family/caregiver in use of prosthetic and/or orthotic devices
- Performs work capacity evaluations and may refer individual to specialized vocational training in accordance with policy and regulations
- Provides accurate and timely documentation according to the plan of care
- Participates in care conferences or other meetings as required to ensure coordination of home health services (if applicable)
- Prepares and submits clinical progress-summary based on the progress of goals
- Provides in-services/education programs for various disciplines as needed
- Participates in peer consultation process
- Supervises Occupational Therapy Assistants according to company policies/procedures and state regulations
- Participates in discharge planning when applicable
- Complies with applicable local, state, and federal laws and regulations regarding professional standards and practice standards
- May fabricate splints and instruct individual and/or family/caregiver in the use, application and benefits
- Performs other duties as assigned/necessary

Speech Language Pathologist:

Essential Duties and Responsibilities:

- Assesses students' communication skills (e.g. articulations, fluency, voice, expressive and receptive language, etc.) for the purpose of identifying communication disorders, determining program eligibility and developing recommendations for treatment
- Collaborates with a variety of groups and/or individuals for the purpose of communicating information, resolving issues and providing services in compliance with established guidelines
- Coordinates meetings and processes for eligible students (e.g. testing/screening, IEPs, parent conferences, pre-referral staffing, etc.) for the purpose of presenting evaluation results, developing treatment plans, and/or providing training to parents/students/staff
- Develops treatment plans, interventions and/or educational materials for the purpose of minimizing the adverse impact of communication disorders in compliance with regulatory requirements
- Instructs eligible students in the use of appropriate communication technologies (e.g. hearing aids, FM systems, augmentative communication devices, etc.)
- Maintains files and/or records (e.g. progress reports, activity logs, billing information, treatment plans, required documentation, quarterly reports, screening results, etc.)
- Participates in meetings, workshops, and seminars (e.g. training, IEPs, team meetings, etc.)

amergis

- Provides speech and language therapy to students for the purpose of minimizing the adverse impact of speech and language disorders on student success • Seeks appropriate in-service and professional development
- Performs other duties as assigned/necessary

Service	Rate (per hour)
Board Certified Behavior Analyst	$130
Behavior Technicians	$50
School Aides	$48
Health Aides	$52
COVID Tracers	$50
School Psychologist	$140
Special Education Teacher	$95
Credentialed RN	$150
RN	$100
LVN	$65
Physical Therapist	$120
Occupational Therapist	$120
Speech & Language Pathologist	$145
Marriage & Family Therapist	$100
PTA/SLPA/COTA	$85
Audiologist	$110
Deaf & Hard of Hearing Teacher	$100
Orthopedic Impairment Teacher	$110
APE Teacher	$95

10.02

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 7, 2024

Subject: **Black Oak Therapy**

Staff Analysis: Black Oak speech therapist will provide speech and language therapy to students enrolled in Alum Rock District. They will administer testing for speech delay, write reports, attend IEP meetings, and consult with teachers and parents. This contract will be the 2024-2025 school year.

Recommendation: Staff recommends that the Board of Trustees approve the contract with Black Oak Therapy for the 2024-2025 school year. The cost of this contract is $154,000.

Submitted by: Anthony Colonna Title: Director, Special Education

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

To the Board of Trustees:

Recommend Approval

10.02
Agenda Placement

Meeting: June 13, 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

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: Black Oak Speech Therapy, Inc.

Address: 1160 Sucast Ln. #9 City: El Dorado Hills State: CA Zip: 95762

Phone: (530) 728-0757 Email Address: blackoaktherapy@gmail.com

SSN: _____ or Fed I.D. #: 92-2241265

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on March 25, , 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").

Black Oak Speech Therapist will provide speech and language therapy to students enrolled in Alum Rock District. They will administer testing for speech delay, write reports, attend IEP meetings, and consult with teachers and parents. This contract will be for the 2024-2025 school year.

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:** $ 110.00 per hour/day of service as may be requested by ARUESD, not to exceed a maximum of _____ hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.

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

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	1190	000000	380	1820	154,000	5/30/24
											5/30/24

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

BLACK OAK THERAPY

Black Oak Speech Therapy, Inc.
1160 Suncast Ln. Ste. 9
El Dorado Hills, CA 95762
blackoaktherapy@gmail.com
www.blackoaktherapy.com
530-728-0757

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

March 25, 2024

To Whom It May Concern,

We are writing to you to propose extending our contract for Black Oak Speech Therapy, Inc's speech therapist to provide speech and language therapy services to students enrolled in Alum Rock Union Elementary School District between the dates of July 1, 2024 to June 30, 2025. They will administer testing for speech-language delays, write reports, attend IEP meetings, and consult with teachers and parents during this process. Our therapist has been in good standing to provide these services to Alum Rock Union Elementary School District since May 2023 providing these same services.

We have included our updated rate sheet for the 2024-2025 school year to this proposal letter, as well as a COI with Alum Rock Union Elementary School District listed as additionally insured and our W-9.

Please feel free to reach out with any questions during this process. We look forward to continuing our working relationship with Alum Rock.

Sincerely,

Alex Stewart

Alex Stewart, M.S., CCC-SLP
Clinical Director/Lead Speech-Language Pathologist
President, Black Oak Speech Therapy, Inc.

CC: LeAnne Depew
CC: Anthony Colonna

BLACK OAK THERAPY

Black Oak Speech Therapy, Inc.
1160 Suncast Ln. Ste. 9
El Dorado Hills, CA 95762
blackoaktherapy@gmail.com
www.blackoaktherapy.com
530-728-0757

NPA Payment Schedule
2024-2025 School Year

Please see Individual Contract for more information regarding cancellation fees or fees not stated in this Payment Schedule.

SLP Services (see below)-- $110/hr

- Speech, Language, Literacy Evaluations (evaluation, scoring and analysis, & report writing)
- Speech, Language, and Literacy Treatment Sessions (individual or group)
- School Observations
- Parent Conferences
- IEP Meetings
- RtI Meetings
- Screenings
- Team Collaboration
- Consultation with Other Professionals
- Documentation Time for SLP
- SLP-A or Clinical Fellow Supervision
- Mandatory Trainings

SLP-A Services (see below)--$82/hr

- Speech, Language, Literacy Treatment Sessions (individual or group)
- Observations
- Consultations
- Team Collaboration
- Data Collection
- Documentation
- Mandatory Trainings

10.03

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 30, 2024

Subject: **Maxim Healthcare Services**

Staff Analysis: Maxim Healthcare will provide Board Certified Behavior Analyst acts as a clinical teacher who educates, observes and supervises the educational activities and service delivery of behavior technicians. 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 Maxim Healthcare Services for the 2024-2025 school year. The cost of this contract is $1,500,000.

Submitted by: Anthony Colonna Title: Director, Special Education

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

To the Board of Trustees:

Meeting: June 13, 2024
Regular Board Meeting

Recommend Approval

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

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: Maxim Healthcare Services

Address: 631 River Oaks Parkway City: San Jose State: CA Zip: 95134

Phone: (408) 914-9153 Email Address: SanJoseARS@maxhealth.com

SSN: _____ or Fed I.D. #: 83-3043570

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").

Maxim Healthcare will provide Board Certified Behavior Analyst (BCBA)and Behavior Technicians/Paraprofessionals to assist Alum Rock teachers/students in the classrooms. Due to the lack of applicants for paras, this contract is required 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:** $ 60-140/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	6546	0	5815	00	5750	1190	000000	380	6546	1,450,000	5/30/24
080	6546	0	5815	00	5750	1190	000000	380	1750	50,000	
											6/3/24

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

maxim
healthcare services

Maxim Healthcare Services
631 River Oaks Parkway
San Jose, CA 95134
SanJoseARS@maxhealth.com
408-914-9153

March 26, 2024

INCLUDED AS ATTACHMENT WITH INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

Re: Maxim Healthcare Services proposal to Alum Rock Union School District:

To Whom It May Concern:

Dates of Services: 2024/2025 School Year

Description of Services: Maxim Healthcare Services, Inc. as BID and BII provider, facilitates educational and behavioral services including, but not limited to: completing function behavior assessments, development and implementation behavior intervention plans, and development and implementation of IEP goals. Maxim Supervisors provide education, training, and/or consultation to school staff on application of behavior principles and provide behavioral services within the classroom setting. Behavior technicians and Paraprofessionals support students with special needs to receive a free and appropriate public education as described in the students' IEP. They collaborate with school professionals and other behavior specialists to achieve learning and behavior goals and objectives. Behavior technicians are trained to perform specific ABA teaching strategies, interpret and follow a BIP, collect behavioral data, and manage dangerous or destructive behavior in a classroom setting.

Costs of Services:

- *Board Certified Behavior Analyst (BCBA): $140.00 per hour*
- *ABA Master's Level Supervisor/1:1 Specialist Sub: $85.00 per hour*
- *RBT (if required by IEP): $65.00 per hour*
- *Behavior Technicians/Paraprofessionals:*
  - *0-14 $60.00 per hour*
  - *15-29 $58.00 per hour*
  - *30+: $56.00 per hour + maxim will provide float supervisor at no cost to district*

DocuSign Envelope ID: BD1A0164-5540-430A-B1E3-665A40AA127A

maxim healthcare services

Maxim Healthcare Services
631 River Oaks Parkway
San Jose, CA 95134
SanJoseARS@maxhealth.com
408-914-9153

AGREEMENT AMENDMENT

This Amendment (hereinafter "Amendment") to the Educational Institution Agreement (hereinafter "Agreement") is entered into this 26th day of April 2024, by and between Alum Rock Union Elementary School District, located at 2930 Gay Avenue, San Jose, CA 95127, referred to in this Agreement as "EDUCATIONAL INSTITUTION," and Maxim Healthcare Services, Inc. a Maryland Corporation including its affiliates and subsidiaries, with an office located at 631 River Oaks Parkway, San Jose, California 95134 referred to in this Agreement as "MAXIM."

RECITALS

WHEREAS, EDUCATIONAL INSTITUTION and MAXIM entered into the Agreement effective for the 2024 – 2025 school year.

WHEREAS, EDUCATIONAL INSTITUTION and MAXIM wish to amend the Agreement to incorporate the following terms and conditions.

THEREFORE, in consideration of the above premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, and intending to be legally bound, EDUCATIONAL INSTITUTION and MAXIM hereby agree to amend the Agreement the following terms and conditions to state the following:

Section 6. Termination: Either party, at its sole discretion, may terminate this agreement upon 30-day advance written notice thereof to the other party or immediately canceled by mutual consent.

Section 9. Indemnification: Contractor shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Contractor, the Contractor Parties in the performance of or failure to perform Contractor's obligations under this Agreement, including, but not limited to Contractor's or the Contractor Parties' use of the site, performance of the Services, breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. Nothing herein shall be interpreted to require CONTRACTOR to indemnify, defend, or hold harmless the District, its Board, officials, agents and employees, interns, volunteers and representatives from their own acts of negligence, gross negligence, or intentional acts.

Alum Rock Union Elementary School District School Programs Insurance Requirements: Indemnification: Contractor shall defend, indemnify, and hold harmless District and its agents, officers, consultants, employees,

10.04

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: **May 8, 2024**

Subject: **Envisioneers - ASES**

Staff Analysis: Envisioneers will provide after school homework support, apprenticeship activities and enrichment opportunities for up to 112 6th-8th grade students at George, Sheppard, Ocala, Renaissance at Fischer and Renaissance at Mathson. These services will be paid by ASES grant.

Recommendation: Staff recommends the Board of Trustees approve the contract with State and Federal and Envisioneers after school services for the 2024-2025 School Year. Cost of contract $853,850.00

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

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

To the Board of Trustees: Meeting: June 13, 2024
Regular Board Meeting

Recommend Approval

10.04
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

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: State and Federal Programs (School/Dept.) VENDOR NO. 300694

Submitted by: Sandra Garcia

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

   Name of Individual/Company: Envisioneers - ASES

   Address: 330 Twin Dolphin Drive, Ste 115 City: Redwood City State: CA Zip: 94065

   Phone: (415)470-4470 Email Address: maria.d@theenvisioneers.org

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

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date August 1, 2024 end date June 30, 2025

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

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

   Envisioneers will provide after school homework support, apprenticeship activities and enrichment opportunities for up to 112 6th-8th grade students at George, Sheppard, Ocala, Renaissance at Fischer & Renaissance at Mathson. These services will be paid by ASES grant.

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

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

   X b. **Other:** $853,850.00 (describe rate agreement) George $195,382, Sheppard $194,123, Ocala $120,402, Renaissance at Fischer $147,961 and Renaissance at Mathson $195,982

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	
060	6010	0	5815	00	1110	1000	000000	360	1386	$ 25,000	5/30/24
060	6010	0	5100	00	1110	1000	000000	360	1386	$ 853,914	5/30/24

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

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

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ENVISIONEERS

Scope of Work: Envisioneers Program in ARUSD

Overview

In order to provide a safe and engaging environment, bring more equity to education, and to make progress in learning gaps still apparent due to COVID-19 related learning loss, Envisioneers will provide programming in partnership with ARUSD. The overarching goal is to engage students in their own academic and social learning by extending instructional learning time in a way that brings more confidence, more regulation, to support students' . The program will serve 6th, 7th, and 8th grade students from five Alum Rock Union School District Middle Schools

Program

In Envisioneers' After school Program students will participate for 3 hours a day from the end of school until 6:00 PM , 5 days a week in social emotional learning and hands-on STEAM-based activities, and Homework Support. Students will also participate in apprenticeships that will be focused in college and career readiness.

The major objectives of the Envisioneers Program are:

- Address learning loss from the 2021-2022 academic year while creating a safe and curious environment for the scholars to grow in their confidence and sense of belonging while building the vision of their future
    - Support student development of social emotional skills
    - Engage students through hands-on STEAM & SEL based activities
    - Academic and Homework help along with skills labs designed for the scholars
    - College and Career Readiness

Program Sites - 5 ARUSD Middle Schools

1. Joseph George Middle School
2. William Sheppard
3. Ocala Steam Academy
4. Renaissance at Fischer
5 Renaissance at Mathson

Timeline and Implementation

August 13: program launches
June 3 : Program ends

Duration of activity	Monday	Tuesday	Wednesday	Thursday	Friday
20mins	Snack	Snack	Snack	Snack	Snack
20mins	Recess	Recess	Recess	Recess	Recess
60mins	AIM	AIM	AIM	AIM	SEL Activities
20mins	Movement Break	Movement Break	Movement Break	Movement Break	Movement Break
60 - 90 mins	Clubs	Apprenticeships 90 minutes	Clubs	Apprenticeships 90 minutes	Fun Friday
10- 20Mins	Dismissal/ Clean up	Dismissal/ Clean up	Dismissal/ Clean up	Dismissal/ Clean up	Dismissal/ Clean up

Duration of activity	Apprenticeship schedule
20mins	Snack
20mins	Recess (outdoor time) planned
90mins	Apprenticeships
10mins	Movement Break
30mins	AIM (Achieve, Invest, Make the Grade)
10Mins	Dismissal/Clean up

Snack: Students will receive snacks provided by the cafeteria, typically one food item and a juice.
Movement Breaks: Movement Breaks entails team building/group games, sports tournaments, obstacle courses, relay races, and nature walks on campus.
STEAM Activities/club: STEAM based group challenges where students get to develop their critical thinking skills in solving problems in Science, Technology, Engineering, Arts, and Mathematics.
College and Career Readiness/club: College and Career Readiness allows students to gain exposure to different careers, alongside the education needed for those careers through a research based lens.

Arts and Enrichment/Club: Arts and Enrichment activities offer a fun and creative environment to explore different forms of art media.

Book Club: Our Book Club at MIT offers students the opportunity to practice their reading and comprehension skills as they make their way through the book for that week.

SEL Activities: Social Emotional Learning activities offer students an in-school environment to practice their self awareness, self management, social awareness, relationship building, and decision making skills.

Apprenticeship: Apprenticeships are an opportunity that are unique to Envisioneers. They entail 10 weeks of specially designed curriculum in different subjects.

Dismissal/Cleanup : Once students finish cleaning up their classrooms and the outside areas. They will be dismissed to the front of the school for pick up.

NVISIONEERS

ARUSD FY25 BUDGET DRAFT

			ADA	Discount	# of	Push	Total	CDs & DCDs			Full-Time TAs		Part-Time TAs		People**	Campus	Buses	Total	*Contract Award*
Campus	District	Model	Students	Applied	Teams	In	Students	CDs	DCDs	Total	#	Total	#	Total	Cost	Budget		Cost	
Joseph George	Alum Rock	ELT	120	112	5	230	342	$76,303	0	$76,303	2	$75,600	3	$74,813	$303,018	$1,000	$700	$304,718	$195,382
William Sheppard	Alum Rock	ELT	100	85	5	130	215	$77,424	0	$77,424	2	$75,600	3	$74,813	$305,260	$1,000	$700	$306,960	$194,123
Ocala	Alum Rock	ELT	80	68	5	120	188	$75,568	0	$75,568	2	$75,600	3	$74,813	$301,549	$1,000	$700	$303,249	$120,402
Renaissance ma	Alum rock jimmy	ELT	100	85	5	300	385	$72,939	0	$72,939	2	$75,600	3	$74,813	$296,290	$1,000	$700	$297,990	$195,982
Renaissance fisc	Alum Rock Nerky	ELT	94	85	5	100	185	$80,788	0	$80,788	2	$75,600	3	$74,813	$311,989	$1,000	$700	$313,689	$147,961
SUB TOTAL ARUSD BUDGET																		$1,526,605	$853,850
ADMIN COST 15%																		$228,991	
TOTAL ARUSD BUDGET																		$1,755,596	$853,850

**Budget includes benfits and an hourly rate of $21/hr

10.05

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: **May 3, 2024**

Subject: **Little Heroes**

Staff Analysis: Little Heroes will provide youth development programs at up to 15 elementary schools in ARUSD to support and enrich student learning. Little Heroes staff will provide services from 8am-3pm: Monday-Friday when school is in session.

Recommendation: Staff recommends the Board of Trustees approve the contract with State and Federal and Little Heroes for the 2024-2025 School Year. Cost of contract is $40,000/per site.

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

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

To the Board of Trustees: Meeting: June 13, 2024
Regular Board Meeting

Recommend Approval

10.05
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

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: State and Federal Programs (School/Dept.) VENDOR NO. 21461

Submitted by: Sandra Garcia

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

   Name of Individual/Company: Little Heroes

   Address: 5669 Snell Ave #275 City: San Jose State: CA Zip: 95123

   Phone: (408) 679-7779 Email Address: jbeeks@littleheroes.org

   SSN: _____ or Fed I.D. #: 46-0805877

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date August 13, 2024 end date June 6, 2025

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

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

   Little Heroes will provide youth development programs at up to 15 elementary schools in ARUSD to support and enrich student learning. Little Heroes staff will provide services from 8am-3pm: Monday - Friday when school is in session.

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

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

   X b. **Other:** $40,000.00 (describe rate agreement) Not to exceed $40,000 per site

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
010	0000	0	5815	00	1110	1000	010200	360	7221	MASTER	
										5/30/24	

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

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

Little Heroes– Scope of Work

Terms of Service:

The contract if valid for the 2024-2025 school year. Expected start date of August 13th, 2024 End of service, June 6th, 2025.

Program Components:

Each Program Component will be maintained to the expectations of the Program Coordinator and Administration team. Estimated start dates for each Component depend upon in school start date

- Playground Heroes - Within 3 weeks of start date.
- Class Game Times - Within 2 weeks of start date.
- Sports Leagues and Tournaments - 8 weeks from the start date.
- Rescue Recess - First day.

Program Cost:

The full program cost is $40,000. Payable through 10 monthly payments of $4,000. With the first invoice being submitted at the start of the program. Final payment shall be received by the culmination of the school year. **Each invoice shall be submitted the first week of each month for expected payment by the 20th of each month.**

Note: Little Heroes will not charge ARUSD with late fees due to failure to pay on time.

Sports Tournaments

All weekend tournaments will be held off site. These are Independent events organized by Little Heroes. The cost of the tournament have and will be the responsibility of the parents.

Class Game Times:

Each class shall receive their time with the coach once every two weeks per the set schedule. The coach is responsible to make up any classes missed due to absence, illness, or if he/she is needed for an emergency situation while on campus. Classes missed due to school calendar (Holidays, field trips, assemblies) are not required to be made up, though switching with another class ahead of time is completely acceptable. Classes are expected to start within two weeks of school opening up.

Recess Expectations:

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Coach will be present and active at all primary and secondary recesses. Coach is not expected to be used in a permanent yard supervisor type role; though certain situations may require them to fill in when short-handed. Coach will be actively moving and engaging students in all areas, encouraging them to participate in an organized game or activity.

Day to Day Expectations:

- Maintain each component to its expectations.
- Keep constant communication with Administration and Office Staff
- Take 2-3 classes out, ensuring each class will be seen once every two weeks
- Provide support and excitement to the yard
- Open and available to aid administration in anything they shall need.

Coaches hours 8am-3pm. All coaches shall arrive by 8am and are free to leave campus at 3pm on non after school sports days.

Coaches hours on after school sports days 8am-4pm twice a week for practice. 8am-5:30pm for game days (Thursdays)

Each coach is responsible for implementing our five components, those components are Rescue Recess, Playground Heroes , ARUSD Sports Leagues , Heroes Sports Tournaments ,and Classroom Game Times.

Heroes coaches will provide support for the following ARUSD events: Parent University , ARUSD Soccer tournament and March Madness.

•

Provider Expectations:

All Little Heroes personnel shall be properly cleared to work within the district. A background check, TB Test, Fingerprinting, and CPR/First Aid certifications are all required before arriving on campus.

Subs

• Substitute coaches will be provided for planned absences only

• Substitute coaches will be provided when available.

• After 3 missed days if no substitute coach provided Little Heroes will Deduct cost per day from Invoice.

Each School agrees to provide the following for our coaches:

- A basic set of equipment. Enough to successfully run 5-6 organized games at recess.

Doc ID: d0f1358c25ac1739b1f8652af69004ddbe0b7986

- An office workspace for the coach. A place to prep in any downtime, and respond to work calls and emails.
- Access to a computer. Being assigned one for the year would allow for a more efficient school year.
- An area to host after school meetings and trainings. (classroom, library, etc)

Agreement:

This Agreement represents the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior negotiations and Agreements concerning the same. Each party may terminate this contract for any reason, at any time.

ALUM ROCK UNION SCHOOL DISTRICT:

Print Name: Imee C.Almazan Ed.D.
Interim Superintendent

Sign: _____
Imee C.Almazan Ed.D.
Interim Superintendent

Date: _____

PROVIDER:

Print Name: Jarzzale Beeks

Sign: _____

Date: 05 / 10 / 2024

Doc ID: d0f1358c25ac1739b1f8652af69004ddbe0b7986

Little Heroes– How Can We Make a Difference?

Rescue Recess & Fun Fitness

Little HEROES knows the value of providing youth with fun and inclusive games to play at recess time. We aim to provide this such atmosphere at elementary schools everywhere. We will organize your yard and train your staff to be more involved during recess times. We also provide youth leadership opportunities which focus on character development, and allow students to gain more pride in their school. Our goal is to establish a carnival type atmosphere. With fun; organized games and safe pathways to walk and move from game to game.

Playground HEROES

Our coaches will communicate with teachers and administration and select 20-30 upper grade students to be our Playground HEROES. We will train these students weekly after school while providing leadership opportunities to them. We focus on teaching specialized skills to further allow them to make an immediate impact in their school. These "Playground HEROES" will be given trainings on rules to the yard, all recess games and activities, as well as conflict resolution techniques and public speaking which will further boost their confidence. These Mini Coaches will be responsible for maintaining a well organized and inclusive recess yard, while setting impeccable examples both inside and outside of the classroom. Our GOAL is to have each of these future leaders leave their elementary schools ready to step up and continue that path at the next level.

Classroom Game Times

We use class game times as another tool in creating a structured and organized yard. Our on site coach will pull each class out at least once every two weeks for a 30-40 minute class game time. During these times we teach students the rules to our core games as well as provide a chance to engage in new and exciting games focused on communication, collaboration, and creativity. We will work with your staff to find out what standards and curriculum you will be using over the course of the year and devise games which will reflect this curriculum. These games will then be available as an additional option during recess and lunch times.

ARUSD Sports Leagues

Students from Each school will have an opportunity to participate in Sports leagues and tournaments put on by the on site Coordinators. Sports include Basketball, Flag football , and soccer. Each coordinator will be responsible for Recruiting teams , setting up practice schedules and then coaching teams in competitive sports leagues. Each sport season will Start with a 4 week regular season followed by a three day single elimination playoff.

Little HEROES Sports Tournaments

One avenue in which we provide a fun and healthy environment for children to thrive, stay active, and develop vital social skills is through our sports tournaments. Children from various school districts and social backgrounds throughout the Bay Area engage in a myriad of sports including basketball, soccer, flag football, and even street hockey! Our volunteer and on staff coaches diligently work with the children; teaching them the value of teamwork, accountability, effort, and sportsmanship. We feel that is extremely important that children learn to both win and lose graciously and respectfully. Our Tournaments help to ensure just that.

10.06

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 30, 2024**

Subject: **Think Together Inc. ASES**

Staff Analysis: Think Together will provide during and after school support for homework assistance in science, technology, art/math, enrichment, nutrition. Vendor will also provide organized physical activity at Adelante, Hubbard, Linda Vista, McCollam, Russo, Painter, Aptitud, Meyer, Ryan and Lyndale during the 2024-2025 school year.

Recommendation: Staff recommends the Board of Trustees approve the contract with State and Federal and Think Together for after school services for the 2024-2025 School Year. Cost of contract $1,640,642.00. These services will be paid by ASES grant.

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

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

To the Board of Trustees: Meeting: June 13, 2024
Regular Board Meeting

Recommend Approval

10.06
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

TO: DIVISION OF BUSINESS SERVICES

CONTRACT NO. _____

FROM: State and Federal Programs (School/Dept.)

VENDOR NO. 021410

Submitted by: Sandra Garcia

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

   Name of Individual/Company: Think Together Inc. - ASES

   Address: 2101 East Fourth Street Ste 200B City: Santa Ana State: CA Zip: 92705

   Phone: (714) 543-3807 Email Address: richard.tran@thinktogether.org

   SSN: _____ or Fed I.D. #: rbarth@thinktogether.org

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date July 1, 2024 end date June 30, 2025

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

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

   Think Together will provide during and after school support for homework assistance in science, technology, art/math, enrichment, nutrition. Vendor will also provide organized physical activity at Adelante, Hubbard, Linda Vista, McCollam, Russo, Painter, Aptitud, Meyer, Ryan and Lyndale during the 2024-2025 school year.

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

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

   X b. **Other:** $1,640,642.00 (describe rate agreement) Adelante $195,513.10, Painter $146,634.90, Hubbard $195.385.40, Linda Vista $146,634.90, McCollam $150,545.10, Russo $151,767.40, Ryan $162,836.40, Meyer $150,545.10, Aptitud $194,144.60, Lyndale $146,634.90

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
060	6010	0	5815	00	1110	1000	000000	360	1386	25,000	5/30/24
060	6010	0	5100	00	1110	1000	000000	360	1386	1,615,642	6/3/24

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

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

I. PARTIES AND EFFECTIVE DATE

This Agreement ("Agreement") is made on _____, 2024 (the "Effective Date"), between Alum Rock Union School District, a Local Education Agency ("LEA"), and Think Together, Inc., a California non-profit corporation ("THINK TOGETHER"), for the purpose of providing After School Education and Safety (ASES) Services.

Select all services that apply:

- ☐ K-8 Before/Afterschool Programs
- ☐ HS Before/Afterschool Programs
- ☐ Academic Intervention Programs
- ☐ ASES Expansion/Replication Programs
- ☐ Before School Enrichment Programs
- ☐ ELOP: Non-Instructional Days Programs
- ☐ ELOP: Multi-Provider Oversight & Mgmt
- ☐ Enrichment Academy Programs
- ☐ Intramural Sports Programs
- ☐ TK/UPK/Kinder Programs
- ☐ Licensed School-Age Care Programs
- ☐ Physical Education Programs
- ☐ Saturday Academy Programs
- ☐ State-Funded Preschool & Early Childhood Education Programs
- ☐ Summer Learning Programs
- ☐ Tutoring & Homework Center Programs
- ☐ Yard Duty Supervision Programs

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II. LOCATIONS AND TERM

The LEA is contracting with THINK TOGETHER for provision of comprehensive Expanded Learning Programming, as defined herein, at Adelante, Aptitud, Hubbard, Linda Vista, Lyndale, McCollam, Meyer, Painter, Ryan and Russo-McEntee Schools (collectively, the "School Sites") for the ASES programs. The term of this contract is July 1, 2024 to June 30, 2025 (the "Term"), coterminous with and subject to the District's receipt of its ASES grant and is subject to all provisions of the primary funding source cited above as well as any subsequent contract modifications or additional requirements by the California Department of Education ("CDE"). If this Agreement differs from the primary CDE ASES award, then this Agreement governs the understanding between the LEA and THINK TOGETHER.

III. SCOPE OF SERVICES

A. Fiscal Agent

The LEA shall act as the lead fiscal and administrative agent with the CDE for operating an ASES program.

B. Program Operations

Consistent with ASES provisions, the LEA contracts with THINK TOGETHER and THINK TOGETHER will operate an ASES program at the School Sites. THINK TOGETHER will supply the staff, materials, management and supervision, and volunteer recruitment for the School Sites (the "Expanded Learning Programming"). In addition, THINK TOGETHER will work collaboratively with the LEA on governance, operational management, and evaluation. THINK TOGETHER agrees to provide a high-quality program consistent with the guidelines established by the CDE, the LEA, and THINK TOGETHER for this grant.

THINK TOGETHER will provide all direct physical supervision services in compliance with all health and safety regulations adopted by the local health authority and the LEA.

THINK TOGETHER will have the following responsibilities in support of the ASES programs:

1. Coordinate the academic assistance, homework support, and enrichment portions of the ASES program at the School Site.
2. Hire, train, and supervise site staff, including the site coordinators and program leaders.

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3. Provide workers' compensation insurance for THINK TOGETHER employees and agents as required by law.
4. Comply with all federal, state, and local laws and ordinances applicable to the work to be performed by THINK TOGETHER or its employees under this Agreement.
5. Comply with the requirements of California Education Code § 45125.1 with respect to fingerprinting of employees who may have contact with the LEA's pupils. If at any time during the term of this Agreement THINK TOGETHER is either notified by the U.S. Department of Justice or otherwise becomes aware that any employee of THINK TOGETHER performing services under this Agreement has been arrested or convicted of a violent or serious felony listed in California Penal Code § 667.5(c) or California Penal Code § 1192.7(c), respectively, THINK TOGETHER agrees to immediately notify the LEA and remove said employee from performing services on this Agreement. THINK TOGETHER shall require that all regular and substitute employees provide verification of having been tested for tuberculosis and cleared to work with minors as evidenced by a state licensed medical doctor's signature prior to any of the THINK TOGETHER's employees, or those of any other consultants, coming into contact with the District's pupils. THINK TOGETHER shall keep a copy of said information in the employee file.
6. Provide all materials, tools, and instrumentalities required to perform the services under this Agreement, including curriculum developed by THINK TOGETHER as its intellectual property.
7. Participate in all cross training for site coordinators and site staff.
8. Complete site emergency plans and related staff training.
9. Maintain ongoing communication between THINK TOGETHER staff and school staff regarding student needs and progress, including but not limited to attendance at school-day meetings and/or one-on-one meetings with teachers.
10. Coordinate activities with school staff to assure program supports current academic goals of teachers and administrators.
11. Provide academic assistance and other activities specifically supporting classroom curriculum and academic goals.
12. Foster communication with and involvement of parents through parent orientations, parent handbook, development and distribution of periodic newsletters, and hosting, at a minimum, one parent orientation.
13. Recruit and train volunteers to lower the students/adult ratios in the program.
14. Work with the LEA to implement a comprehensive annual program evaluation plan. As required, attend, and participate in evaluation subcommittee meetings. Evaluation plan shall include but not be limited to attendance tracking, collection of teacher, parent and participant surveys, and data entry of survey results. Evaluation will be completed by THINK TOGETHER in accordance with CDE guidelines and submitted to the LEA a minimum of ten calendar days prior to CDE due dates.

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15. Regularly attend and participate in scheduled governance and operations meetings.
16. Adhere to proper management and fiscal accountability practices including maintaining proper insurance coverage, compliance with employment laws, and utilization of an accrual method of accounting.
17. Provide documentation and findings of annual independent audits, in accordance with CDE requirements.
18. Retain source documents related to attendance tracking for not less than five years.
19. THINK TOGETHER shall collaborate with the LEA to make all reasonable best efforts to support the financial sustainability of the program by seeking and utilizing funds from public and private fundraising.

IV. COMPENSATION

THINK TOGETHER will be paid 96% of the grant award from CDE ("THINK TOGETHER's Fee"), according to Attachment A ("Payment Schedule"), attached hereto. Timing and amounts of payments will be made according to the Payment Schedule, attached hereto. If the funds received from the CDE change, a pro-rata adjustment to the maximum amount available for payment to THINK TOGETHER will be made and a revised Payment Schedule will be submitted to the LEA. THINK TOGETHER's Fee will only be paid out of funds received by the LEA from the State. Notwithstanding the provisions above, any amount not timely paid by the LEA and not disputed in good faith shall accrue simple interest at a rate of 1% per month for any amount actually owing to THINK TOGETHER.

V. EVALUATION AND REPORTING

THINK TOGETHER agrees to supply the LEA with all reporting data explicitly required via written notification to the LEA by the CDE or U.S. Department of Education in advance of any deadlines. The LEA agrees to submit all reports required by the CDE or U.S. Department of Education in a timely manner in advance of deadlines and provide proof of submission to THINK TOGETHER. If the LEA prefers to have THINK TOGETHER submit reports directly to the CDE on the LEA's behalf, the LEA shall provide THINK TOGETHER access to its CDE "ASSIST" account.

The LEA will provide THINK TOGETHER with any pertinent grant-related communications within five working days of receipt from the CDE. THINK TOGETHER will comply with all document requests from the CDE in accordance Federal Program Monitoring requirements.

Additionally, THINK TOGETHER will:

- Provide monthly attendance and snack reports to the LEA five working days in advance of the deadline.

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- Provide quarterly expenditure reports to the LEA five working days in advance of the deadline.
- Provide the Annual Outcomes Based Data for Evaluation report to the LEA ten working days prior to the deadline.

VI. DATA SHARING

The LEA agrees to comply with all reasonable requests by THINK TOGETHER and to provide access to all documents and electronic student data reasonably necessary for the performance of THINK TOGETHER's duties under this Agreement. THINK TOGETHER will abide by all applicable data privacy standards pursuant to law. [Education Codes 8421 (C) (i-ii), 8423 (D) (c) (6), and 8428 (b-e) for ASSETs. Education Codes 8484.8 4 (D) (6) for 21st CCLC. And Education Codes 8482.3 (c) (B2) (d) (1) (2) (f) 7)]

VII. FACILITY USAGE AND SNACK PROVISION

The LEA will provide THINK TOGETHER with access to and use of the LEA's facilities as necessary to meet the terms of this Agreement. To the extent possible, the LEA shall provide one classroom for every twenty students enrolled in the program and shall identify dedicated office space for each school's site coordinator. Additionally, LEA agrees to provide the required daily snack as required under the ASES grant. LEA facilities and supplied snacks shall be considered in-kind contributions toward meeting the ASES match requirement.

VIII. INDEPENDENT CONTRACTOR

THINK TOGETHER is and shall at all times be deemed to be an independent Contractor, and shall be responsible for determining the sequence, method, details, and manner in which it performs those services required under the terms of this Agreement. Nothing herein contained shall be construed as creating a relationship of employer and employee, or principal and agent, between the LEA and THINK TOGETHER or any of THINK TOGETHER's agents or employees. THINK TOGETHER assumes exclusively the responsibility for the acts of its employees or agents as they relate to services to be provided during the course and scope of their employment. THINK TOGETHER, its agents, and employees shall not be entitled to any rights and/or privileges of the LEA's employees and shall not be considered in any manner to be the LEA's employees.

IX. MUTUAL INDEMNIFICATION

THINK TOGETHER shall indemnify, pay for the defense of, and hold harmless the LEA and its officers, agents, and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of THINK TOGETHER's negligent or willful acts and/or omissions in rendering any services hereunder. THINK TOGETHER

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shall assume full responsibility for payments of federal, state, and local taxes or contributions imposed or required under the social security, workers' compensation or income tax law, or any disability or unemployment law, or retirement contribution of any sort whatever, concerning THINK TOGETHER or any employee of THINK TOGETHER and shall further indemnify, pay for the defense of, and hold harmless the LEA of and from any such payment or liability arising out of or in any manner connected with THINK TOGETHER's performance under this Agreement, except to the extent such liability is caused by the negligent or willful acts and/or omissions of LEA.

The LEA shall indemnify, pay for the defense of, and hold harmless THINK TOGETHER and its officers, agents, and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions, and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of the LEA's negligent or willful acts and/or omissions in relation to this Agreement.

X. INSURANCE

During the entire term of this Agreement, THINK TOGETHER shall procure, pay for and keep in full force and effect the following types of insurance:

- Comprehensive general liability insurance, including owned and non-owned automobile (vehicle) liability insurance with respect to the services provided by, or on behalf of, THINK TOGETHER under this Agreement. All insurance policies shall state the name of the insurance carrier and name the LEA as an additional insured. Liability insurance for sexual abuse, molestation, death, bodily injury and property damage shall be for no less than One Million dollars ($1,000,000) per occurrence, and Three Million dollars ($3,000,000) aggregate. THINK TOGETHER will name LEA and its officers, agents, and employees, individually and collectively as additional insureds.

- The policies of insurance described above shall be carried with responsible and solvent insurance companies authorized to do business in the State of California. True and correct copies of all certificates of insurance reflecting the coverage described above shall be provided to the LEA prior to the commencement of services under this agreement. THINK TOGETHER agrees that it shall not cancel or change the coverage provided by the policies of insurance described above without first giving the LEA's Assistant Superintendent, Business Services, thirty (30) days prior written notice. Should any such policy of insurance be canceled or changed, THINK TOGETHER agrees to immediately provide the LEA true and correct copies of all new or revised certificates of insurance.

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XI. ASSIGNABILITY

Neither this Agreement nor any duties or obligations under this Agreement may be assigned by THINK TOGETHER without the prior written consent of the LEA.

XII. TERMINATION

Unless otherwise terminated as provided below, this Agreement shall continue in force during the Term, or until the services provided for herein have been fully and completely performed, whichever shall occur first, and shall thereupon terminate.

If the LEA makes a good faith, reasonable determination that THINK TOGETHER is in default of its obligations under this Agreement, the LEA must provide THINK TOGETHER with a written request to cure the default. If the LEA reasonably believes that the default has not been cured within thirty (30) days of such written request to cure, then the LEA shall have the right to immediately terminate this Agreement upon written notification to THINK TOGETHER.

At any time during the performance of this Agreement, either the LEA or THINK TOGETHER, at its sole discretion, shall have the right to terminate this Agreement by giving sixty (60) days written notification of its intention to terminate.

In the event that this Agreement is terminated as provided above, THINK TOGETHER shall be paid its fees earned in accordance with Payment Schedule through the date of termination, including a pro rata amount of the next payment that would have been made pursuant to Payment Schedule, based on the days in that payment period that occurred prior to termination. All cash deposits made by the LEA to THINK TOGETHER, if any, shall be refundable to the LEA in full upon termination of this Agreement unless specified to the contrary.

XIII. CONFLICT OF INTEREST

The LEA acknowledges that THINK TOGETHER has invested and will continue to invest significant amounts of time, money, effort, and resources to recruit, hire, train, and supervise qualified employees to perform the Services required under this Agreement. The LEA further acknowledges that THINK TOGETHER has a legitimate expectation that its employees will continue their employment and career development with THINK TOGETHER during and after the Term of this Agreement, which gives THINK TOGETHER a significant business advantage. The LEA further acknowledges that during the Term of this Agreement, it will be entrusted with access to the personal contact data for employees of THINK TOGETHER who are assigned to render Services under this Agreement. The LEA acknowledges that these legitimate interests of THINK TOGETHER would be impaired if the LEA were to solicit and recruit THINK TOGETHER's personnel to leave their employment with THINK TOGETHER during or after the term of this Agreement. To protect these interests, the LEA agrees as follows:

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A. No Solicitation of Employees

Each party hereto (for this purpose, a "Soliciting Party") agrees that for a period of six months after termination of this Agreement for any reason, such Soliciting Party (or any person acting on behalf of or in concert with such party) will not, without the prior written consent of the other party hereto (for this purpose, the "Employer Party"), directly or indirectly, solicit to employ any employee of the Employer Party with whom any employee of the Soliciting Party had contact with or became aware of in connection with the services performed under this Agreement; provided, however, that the foregoing shall not prevent either Soliciting Party from making general public solicitations for employment for any position or from employing any employee of the Employer Party who either responds to such a general solicitation for employment or otherwise contacts such party on his or her own initiative and without solicitation by such party in contravention of the above restriction.

XIV. ENTIRE AGREEMENT

This Agreement supersedes any and all agreements either oral or written, between the parties hereto with respect to the rendering of services by THINK TOGETHER and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed by both parties, except the LEA may unilaterally amend the Agreement to accomplish the changes listed below:

- Changes as required by law; and
- Changes required by CDE ASES grant provisions.

XV. SEVERABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

XVI. CALIFORNIA LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

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714.543.3807 | fax 714.543.3852

XVII. AUTHORIZATION

Each person executing this Agreement warrants that he or she has the authority to so execute this Agreement and that no further approval of any kind is necessary to bind the parties hereto.

XVIII. NOTICES

Any notice required to be given by the terms of this document shall be deemed to have been given when the same is personally delivered, or sent by first-class mail, postage prepaid, addressed to the respective parties as follows:

To: Think Together, Inc.
2101 E. Fourth Street, Suite 200B
Santa Ana, CA 92705

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

To facilitate crisis management, LEA will provide to THINK TOGETHER the personal contact information of the Superintendent or his/her designee, as well as a secondary contact, so that they can be notified in the event of an incident that occurs outside of normal business hours or when school is not in session.

[Signature page follows]

2101 East Fourth Street, Ste. 200B | Santa Ana, CA 92705
714.543.3807 | fax 714.543.3852

10.07

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: **May 3, 2024**

Subject: **Think Together Inc. - ELOP**

Staff Analysis: Think Together will provide Extended Learning Services Program support for TK-6th grade at Adelante, Hubbard, Linda Vista, McCollam, Russo, Painter, Aptitud, Meyer, Ryan, and Lyndale.

Recommendation: Staff recommends the Board of Trustees approve the contract with State and Federal and Think Together for after school services for the 2024-2025 School Year. Cost of contract $4,489,026.00. Cost of services will be paid with ELOP and SJ Learns Grant funds.

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

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

To the Board of Trustees:

Meeting: June 13, 2024
Regular Board Meeting

Recommend Approval

10.07
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

TO: DIVISION OF BUSINESS SERVICES

CONTRACT NO. _____

FROM: State and Federal Programs (School/Dept.)

VENDOR NO. 21410

Submitted by: Sandra Garcia

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

Name of Individual/Company: Think Together Inc. - ELOP TK-6th

Address: 2101 East Forth Street Ste 200B City: Santa Ana State: CA Zip: 92705

Phone: (714)543-3807 Email Address: richard.tran@thinktogether.org

SSN: _____ or Fed I.D. #: rbarth@thinktogther.org

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date July 1, 2024 end date June 30, 2025

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

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

Think Together will provide Extended Learning Opportunities Program support for TK-6th grade at Adelante, Hubbard, Linda Vista, McCollam, Russo, Painter, Aptitud, Meyer, Ryan and Lyndale.

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

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

X b. **Other:** $4,489,026.00 (describe rate agreement) $137,376.00 paid by "SJ Learns Grant" for Ryan Hubbard, Aptitud & Painter and $4,351,650.00 paid by ELOP.

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
060	9010	0	5815	00	1110	1000	000000	305	2109	$137,376.00	6/3/24
060	2600	0	5815	00	1110	1000	020200	360	7392	$4,351,650.00	6/3/24

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

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

think
TOGETHER

May 3, 2024

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
Think Together Expanded Learning Services Proposal

Background
Alum Rock Union Elementary School District (ARUESD) has solicited Think Together to provide expanded learning services during the 2024/25 school year. This proposal responds to that request.

Scope of Work
Think Together will provide expanded learning services across 10 school sites as listed below:

- Kindergarten Academies: Think Together will provide Kindergarten Academies services for up to 500 Kindergarten students across 10 school sites for up to six hours per day over 180 program days. Think Together will assign up to 50 Part-time Program Leaders to deliver the services at a supervision ratio of not more than one staff member to 10 students (1:10). Each site will be supervised by an ASES Site Program Manager, supported by an Assistant Site Coordinator.
- Additional Program Leaders: It is agreed that Think Together will increase enrollment in ASES programs to accommodate student participation "slots" for up to 150 students across 10 school sites. Think Together will assign up to 15 additional Program Leaders for up to three and three-quarter hours per day over 180 program days. Program Leaders will meet the same minimum qualifications and be subject to the same screening as established in the ASES Services Agreement between ARUESD and Think Together. ARUESD shall provide access to school facilities, including additional classrooms for additional students allocated to a given school site, and outdoor spaces suitable for conducting program activities. ARUESD shall work with the District's nutritional services program to ensure that all students receive a daily nutritious snack.

Think Together will assign Program Leaders to deliver the services at a supervision ratio of not more than one staff member to 20 students (1:20) and a supervision ratio of not more than one staff member to 10 Transitional Kinder/Kinder students (1:10). Each site will be supervised by an ASES Site Program Manager. Think Together will pay for all curricular materials and miscellaneous consumable materials that may be required to deliver the services. Think Together will apply a 15% administrative fee.

Pricing
ARUESD will pay Think Together a fee of **$4,351,650** to deliver the scope of work described above.

Kindergarten Academies – serving up to 500 students

Personnel

50 Program Leaders	$2,296,000
10 Assistant Site Coordinators	$738,608
1 Quality Assurance Coach	$87,610
Total Personnel	**$3,122,218**

Operating

Curricula and Supplies	$139,080
Total Operating	**$139,080**
Total Project Cost	**$3,261,298**

2101 East Fourth Street Suite 200B
Santa Ana, CA 92705

think

Additional Program Leaders – serving up to 150 students

Personnel	
15 Program Leaders	$476,175
Total Personnel	**$476,175**
Operating	
Curricula and Supplies	$46,570
Total Operating	**$46,570**
Total Project Cost	**$522,745**

Total EXLP Project Cost

Kindergarten Academies	$3,261,298
Additional Program Leaders	$522,745
Administrative Fee (15%)	$567,607
Total EXLP Project Cost	**$4,351,650**

2101 East Fourth Street Suite 200B
Santa Ana CA 92705

10.08

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: **May 8, 2024**

Subject: **YMCA of Silicon Valley - ASES**

Staff Analysis: YMCA of Silicon Valley will provide after school services during 2024-2025 school year. After school services will include science, technology, art/math, enrichment, nutrition & organized physical activities at LUCHA, Adelante II, Cassell, Cureton, Dorsa & San Antonio school sites. These services will be paid by ASES grant.

Recommendation: Staff recommends the Board of Trustees approve the contract with State and Federal and YMCA of Silicon Valley for after school services for the 2024-2025 School Year. Cost of contract $878,914.00

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

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

To the Board of Trustees: Meeting: June 13, 2024
Regular Board Meeting

Recommend Approval

10.08
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

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: State and Federal Programs (School/Dept.) VENDOR NO. 13882

Submitted by: Sandra Garcia

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

Name of Individual/Company: YMCA of Silicon Valley - ASES

Address: 80 Saratoga Ave City: San Jose State: CA Zip: 95051

Phone: (408) 298-1717 Email Address: angela.rodriguez@ymcasv.org

SSN: _____ or Fed I.D. #: mhaughey@ymcasv.org

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date July 1, 2024 end date June 30, 2025

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

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

YMCA of Silicon Valley will provide after school services during 2024-2025 school year. After school services will include science, technology, art/math, enrichment, nutrition & organized physical activities at LUCHA, Adelante II, Cassell, Cureton, Dorsa & San Antonio school sites. Paid by ASES Grant.

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

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

X b. **Other:** $878,914.00 (describe rate agreement) LUCHA $146,502. Adelante II $145,916. Cassell $146,502. Cureton $146,502. Dorsa $146,502. San Antonio $146,990.

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS OFC Initials
060	6010	0	5815	00	1110	1000	000000	360	1386	$25,000	5/30/24
060	6010	0	5100	00	1110	1000	000000	360	1386	$853,914	JMB 5/30/24

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

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

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EXHIBIT A
YMCA OF SILICON VALLEY
SCHOOL SITES, PROJECTED ATTENDANCE AND PERFORMANCE MEASURES

School Sites and Projected Attendance:
CONTRACTOR will provide an After School Education and Safety program at the sites listed below in accordance with the Projected Attendance. Programs must operate every day school is in session. Comprehensive programs shall include tutoring, homework assistance, literacy, recreation and sports, arts, nutrition, and enrichment activities to elementary and middle school students. Also described are required minimum attendance levels. Evaluation performance measures will be based on the requirements from CDE. Program start date: First Day of School – August 2023

Name of Site	Projected Annual Attendance	Minimum Required Daily Attendance	Maximum Reimbursed Daily Attendance	Days Of Operation
LUCHA	15,120	54	72	180
Adelante II	15,120	54	72	180
Cassell	15,120	54	72	180
Cureton	15,120	54	72	180
Dorsa	15,120	54	72	180
San Antonio	15,120	54	72	180

Performance Measures:
The following Academic and Youth Development performance measures shall govern the delivery of services:

A. 60% of participants participating students will report a change for the better or maintain proficiency or higher in their academic scores as evidenced by an increase in positive growth on California Standards Test in English, Language Arts, and Math or if already proficient, they will maintain proficiency.

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EXHIBIT B
REIMBURSEMENT AND REPORTING SCHEDULE

Funding through the State Grant is based on the number of students participating in the program. LEA agrees to pay CONTRACTOR an amount not to exceed the total amount of contract for each site as specified below:

Name of School site	Total amount of contract for site
LUCHA	$ 146,502
Adelante II	$ 145,916
Cassell	$ 146,502
Cureton	$ 146,502
Dorsa	$146,502
San Antonio	$ 146,990
Total	$878,914

A. Payment Schedule

The Contractor will submit a monthly invoice to the LEA on or about the 15th of the month following service. Payment will be issued to Contractor within 30 days after receipt of the monthly invoice. Contractor will submit the invoice with documented direct and indirect expenses. Maximum contract amount: $878,914.00

CONTRACTOR's initial invoices, approved by the LEA, will be deducted from the initial 65% payment described in the preceding paragraph. After this amount is depleted, subsequent payments by the LEA will be processed upon receipt of the interim payments made by the State and the receipt of the invoices from the CONTRACTOR. The CONTRACTOR will submit invoices to the LEA on the subsequent payment schedule of the State Grant.

CONTRACTOR will be reimbursed by the direct grant not greater than the expenses approved by LEA and incurred by CONTRACTOR at each school site. The second direct payment (25%) will be made to the CONTRACTOR after the receipt of the funds contingent on the successful reporting by the CONTRACTOR for the mid-term report. The final total payment to CONTRACTOR will be the final 10% allowed for each school site for the 2023-2023 school year. The final payment will be made to the CONTRACTOR upon receipt of the direct grant after the satisfactory completion of the close out report for the school year.

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CONTRACTOR shall expend the Grant Award in accordance with the budget requirements set forth in the attached EXHIBIT C entitled, "SITE BUDGET BREAKDOWN".

CONTRACTOR acknowledges and agrees that unless authorized by LEA's Director, CONTRACTOR shall not transfer grant funding between program sites. In addition, CONTRACTOR acknowledges that the accounting of the expenditure of the Grant Award shall be by individual sites, in accordance with the budget as specified in EXHIBIT C.

CONTRACTOR must submit all required reports and be reimbursed according to the schedule set forth in Subsection B below. The description of the contents of the required reports is also set forth below.

B. Reporting Schedule and Description of Required Reports

1. Program attendance reports are created based on State reporting schedule twice a year: January 31, 2025 and July 31, 2025.
2. An expenditure report in a format specified by the State shall be submitted to the State based on the State reporting schedule. Additional expenditure reports will be submitted to the LEA based on the direct grant schedule. For the purposes of this Agreement, the State schedule is below:

October 31,2024
January 31, 2025
April 30, 2025
July 31, 2025
October 15, 2025 Final Report

CONTRACTOR's expenditure reports shall set forth in detail all financial transactions related to CONTRACTOR's expenditure of the projected budget, including documentation required by the State and a report of CONTRACTOR's matching funds and/or in-kind services to assist LEA in meeting the match requirements. CONTRACTOR's expenditure reports shall be in a format acceptable to LEA's Director.

3. CONTRACTOR shall submit to LEA the final year-end close out report no later than October 10, 2025.

In addition, CONTRACTOR shall provide the LEA an evaluation report which includes, but is not limited to, program attendance records, early release forms, and satisfaction evaluation surveys. The CONTRACTOR recognizes the confidentiality of school academic records and other records deemed confidential and will work with the school district to submit confidential reports directly to the State.

EXHIBIT C
LEA'S RESPONSIBILITIES

LEA will provide the following services:

1. Assist CONTRACTOR with the promotion of the program, the identification of students for targeted enrollment and the engagement of principals at identified schools;

2. Conduct an orientation for School Site staff and faculty at each program site;

3. Provide STAR testing results according to the State guidelines as they are developed for the close-out report.

4. Provide facilities (and all collateral expense; e.g. janitorial, utilities, space).

5. Provide snack meeting USDA requirements for the afterschool program.

6. Conduct site visits. to ensure programs are meeting educational goals for the students

7. Recruit a teacher liaison for the program at each school site, and

8. Ensure on-line access at the school site to enable the Site Director to post attendance records daily.

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EXHIBIT D
CONTRACTOR'S RESPONSIBILITIES

CONTRACTOR agrees to provide the following services at the school sites designated in EXHIBIT A and the following administrative services:

1. Operate and carry out the ASES Program from school release time through 6:00 p.m. during weekdays excluding school holidays (some school holidays may have programs to meet attendance and expense numbers);

2. Provide a site coordinator, and any additional staff required to meet the State's 1:20 staff-to-participant ratio. CONTRACTOR shall submit a staffing plan to LEA for all employees and volunteers at each program site. Plan shall include names, job titles, and hours scheduled to work. CONTRACTOR shall submit; updated plan within two weeks following any change in staffing;

3. CONTRACTOR shall provide educational academic activities pursuant to the grant program requirements.

4. CONTRACTOR shall provide educational enrichment activities pursuant to the grant program requirements.

5. Provide all registration materials, in two languages if required by LEA;

6. Submit reports, invoices and documentation as specified in EXHIBIT B;

7. Manage expenses within the parameters of the State Grant.

8. Prepare all State reports in accordance with State reporting requirements and schedule;

9. Sign in and sign out students, on a daily basis;

10. Create program policies for the protection of students and staff as well as standard operating procedures;
    - Sign in and out procedures
    - Early release policies
    - Bathroom policies
    - Child Abuse Prevention
    - Transportation

11. Ensure that completed original copies of registration forms are on file at the program site and copies are held at the administrative office;

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12. Coordinate recruitment and retention of program participants;

13. Recruit, screen and hire all staff in accordance with State Grant and LEA requirements;

14. Prior to commencement of services, CONTRACTOR shall provide LEA with a letter certifying that CONTRACTOR has complied with the necessary clearances as specified in EXHIBIT F. CONTRACTOR shall submit, in a form provided by the LEA, the names of all employees and volunteers assigned to work at each school site. CONTRACTOR shall submit to the LEA any updated list two weeks following any staffing changes;

15. Conduct evaluations of the program at each site according to the State guidelines :

16. CONTRACTOR will attend meetings and select trainings provided by the Region V Afterschool and Healthy Start Partnership. In addition, site coordinators are required to meet with the principal, teachers, site council, and other school staff on a regular basis;

17. CONTRACTOR shall coordinate with other LEA-funded programs at each site in order to avoid duplication of services and,

18. Conduct monthly meetings with site coordinators and program directors to provide necessary trainings, sharing of program ideas, and reporting on best practices.

19. Conduct monthly meetings with site coordinators and program directors to provide necessary trainings, sharing of program ideas, and reporting on best practices.

20. CONTRACTOR will assist LEA with the development and writing of the ASES program plan.

21. CONTRACTOR will assist with the state's Categorical Program Monitoring but maintaining accurate records and participating in site visit or ongoing review process.

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10.09

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: Date: 5/28/2024

Subject: FinalSite Web Hosting Renewal

Staff Analysis: FinalSite currently hosts the districts, departments and schools websites. This contract would continue this hosting for the next 5 years.

Total cost over 5 years is: $103,355

Recommendation: We recommend the board approve this contract to renew our contract for the next 5 years.

Submitted by: Brett Littrell BAL Title: Chief Technology Officer

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

To the Board of Trustees: Meeting: Thursday, June 13, 2024

Recommended Approval

10.09

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

Request for Contracted Services

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

_____ (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: Active Internet Technologies DBA: Finalsite

Address: 655 Winding Brook Drive City: Glastonbury State: CT Zip: 06033

Phone: (800) 592-2469 Email: gerard.gustafson@finalsite.com & brooklyn.child@finalsite.com

SSN: _____ Fed I.D. #: _____

CONTRACT TERM: start dates July 1, 2024 end date June 30, 2029

CONTRACTOR'S OBLIGATION:

Description of services to be provided: (Please attach proposals, scope of work, and other documentation.)

Finalsite provides a platform to maintain & publish our website for the District, its departments & the school site's web presence. The contract will continue for 5 years: FY24/25=$19,67, FY25/26=$20,051, FY26/27=$20,653, FY27/28=$21,273, FY28/29=$21,911.

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:** $103,355.00

Describe other related costs: _____

BUDGET CODE: 010-0000-0-5846-00-0000-7700-000000-460-5040 R 5/30/24
Accountant Initials

_____ _____
Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: 6/3/2024

Director of Fiscal Services: _____ Date: 5/30/24

Asst. Supt., of Business Services: _____ Date: 6/3/24

Superintendent: _____ Date: _____

FINALSITE

Customer: Alum Rock Union Elementary School District
Created By: Brooklyn Child
Renewal
2/15/2024
Proposal Valid for 30 days

This **Finalsite Order (the 'Order')** is entered into by and between Active Internet Technologies, dba Finalsite ('Finalsite') and Alum Rock Union Elementary School District ("Customer") and sets forth the terms of Customer's use of the products and services set forth below ("**Pricing Summary**"). This Order, together with the Master Terms and Conditions for Services (the "**Master Terms**") located at https://www.finalsite.com/masterterms/useducationagencies and incorporated herein by this reference, form the entire agreement between the parties in respect of the products and services set forth below. Each of the individuals executing this Order represent and warrant that he or she is authorized to execute this Order on behalf of Customer or Finalsite, as applicable. Unless otherwise specified herein, any capitalized terms used in this Order shall have the meaning defined in the Master Terms. The "**Effective Date**" of this Order is the date on which both parties have signed this Order as reflected in the signature lines below.

In consideration of the promises set forth herein, and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereby agree as follows:

A. Products and Services Pricing Summary

**** Indicates products added*** ***[x] Indicates products removed***

CMS Platform

Platform	
Composer CMS with Hosting	

Modules	
Resources	Page Pops
Finalsite Payments	LDAPS/Active Directory Integration
Ambassador Program	Alerts
Calendar Manager	Faculty & Staff Role / Portal - Unlimited Users
Faculty & Staff Directory	Posts - Unlimited
Cloud Storage 10 GB/School	Support Plan - Priority
LDAPS/Active Directory/ADFS Authentication	

Training	
On Demand Videos/Knowledge Base	

Additional Products and Services

Additional Products and Services

Feeds for Districts - Standard	

The above products, to include but not limited to (modules, integration, design and consulting) will be billed upon contract signature.

Finalsite Support Plan:

Priority

- Priority Ticket Routing for all problem tickets (defect, error, outage, etc.)
- Standard Ticket Routing for non-problem tickets (Ask A Question, Request A Service)
- 24/7 support for critical issues via ticketing system, email ticket, or voicemail ticket
- On-demand phone support with Standard Call Routing (during business hours)
- Unlimited access to all Knowledgebase articles, help videos, and self-guided training materials
- CommunityVoice user community access

Application Services Subscriptions Costs:
Total Cost/Year during the Initial Term of this Order, subject to adjustment for any renewal term as provided below.

Total Setup Cost (USD)
$ 0

Schedule	Amount
Period 1 - Jul 01 2024	$ 19,467
Period 2 - Jul 01 2025	$ 20,051
Period 3 - Jul 01 2026	$ 20,653
Period 4 - Jul 01 2027	$ 21,273
Period 5 - Jul 01 2028	$ 21,911

B. Additional Terms

1. **Initial Term: Unless otherwise specified in the Special Provisions above, the Initial Term shall be [5] years**
2. **Unless otherwise specified in the Special Provisions above, this Order Form shall be renewed automatically for successive periods of (5) years (each a "Renewal Term") after the expiration of the Initial Term and any subsequent Renewal Term, unless Client provides AIT, or AIT provides Client, with a written notice to the contrary ninety (90) days prior to the end of the Initial Term or Renewal Term, as applicable.**
3. **Effective Date: Upon execution of this Order.**
4. **AIT standard maintenance and support is included in the subscription fees for Application Services set forth in this Order.**
5. **All Upgrades and Updates to the Application Services are included in the subscription fees for Application Services set forth in this Order.**
6. **Fees shall be subject to increase upon notice by AIT for any renewal term, provided that any annual increase in fees shall be limited to the greater of 6% or the increase in US CPI.**
7. **In addition to Customer's obligations to pay the fees described in the fee table above, Customer agrees to reimburse Finalsite for all travel and other out-of-pocket expenses reasonably incurred by Finalsite in rendering any services described in this Order.**

C. Payment Terms

1. **All fees for the initial year of this Order shall be due upon execution of this Order. Unless otherwise specified, all dollars ($) are United States currency. All fees for subsequent years shall be due upon the annual anniversary of the effective date of this Order.**
2. **Client shall be invoiced for amounts due in respect of the first year of the Initial Term upon execution of this Order Form.**
3. **Sales Tax: If applicable, a copy of your Sales Tax Direct Pay Certificate or your Sales Tax Exemption Certificate must be returned with this Order Form.**

Any SOWs to which links are provided above in Section A, "Pricing Summary," are incorporated into this Order by reference, and any professional services described therein are included as part of your software package. By signing below, Finalsite and Customer each agree to the terms and conditions of this Order, the Master Terms, and any SOWs incorporated by reference.

Client: Alum Rock Union Elementary School District	**Active Internet Technologies ('AIT')**
Signature	**Signature**
Name (printed)	**Name (printed)**
Title (printed)	**Title (printed)**
Date	**Date**

11.01

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

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

February 8, 2024, Regular Board Meeting
March 14, 2024, Regular Board Meeting
March 19, 2024, Special Board Meeting
March 25, 2024, Special Board Meeting
April 4, 2024, Regular Board Meeting
April 22, 2024, Special Board Meeting

RECOMMEND APPROVAL

Submitted by: Imee Almazan Title: Interim Superintendent

To the Board of Trustees: Meeting: March 14, 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:

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

MINUTES OF A REGULAR MEETING OF THE BOARD OF TRUSTEES
of the Alum Rock Union School District
Held on Thursday, February 8, 2024, 5:30 p.m. at the Alum Rock Union School
Board Members and Superintendent participated at 2930 Gay Avenue San Jose, CA 95127
Meeting #14-23/24

1. OPEN SESSION

1.01 Call to Order/Roll Call/Pledge of Allegiance

President Corina Herrera-Loera welcomed everyone in the audience. President Corina Herrera-Loera called the Board Meeting to order at 5:30 pm, followed by Roll Call. Board Members present were Corina Herrera-Loera (President), Andrés Quintero (Vice-President), Andrea Flores Shelton (Clerk), Linda Chavez (Member), Minh Pham (Member)

Administrative and Support Staff Members present were Dr. Hilaria Bauer(Superintendent), Barbara Campbell (Assistant Superintendent, Instructional Services), Kolvira Chheng (Assistant Superintendent, Business Services), Cesar Torrico (Assistant Superintendent, Human Resources), Maribel Carrillo (Sr. Executive Assistant, Superintendent's Office)

Call to order/Roll Call/Pledge of Allegiance: President Corina Herrera-Loera stated there was a quorum.

1.02 Discussion And/Or Modification(s) of the Agenda: Vice-President Andrés Quintero requested to move item 5.02 after the presentations. Superintendent Bauer requested that items 3.01 and 3.02 are heard before public comments.

MOTION #01-14 by Member Minh Pham to adopt the agenda with the changes. MOTION #01-14 was seconded by Clerk Andrea Flores Shelton.

MOTION #01-14 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

3. Special Presentation

3.01 Special Presentation in honor of African American Heritage Month

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

5. Superintendent/Board Business

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

Public Comment:
Representative of Councilmember Peter Ortiz's office, Manny Diaz, Rebecca Armendariz, Louie Rocha, Sandra Avila Diaz, Dulce Aguilera, Jose Martinez, Estefania Alejandrez, Veronica Amador, Isabella Esponiza, Dyanira, Leticia, Dr. Michael Ibarra, Cynthia, Celia Palencia, Dilza Gonzalez, Angel Rios, Victor Vasquez, Patricia, Antonia Sandoval, Flor De Leon, Maria Chavez, Claudia Cuelleo, Alma Alvarez, Nora Campos and Ben Leach.

MOTION #02-14 by Vice President Andrés Quintero to amend the Resolution by including bond funds and adding the cost of the demolition. MOTION #02-14 was seconded by Clerk Andrea Flores Shelton.

MOTION #02-14 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

2. Public Members Who Wish To Address The Board

2.01 Requests to Address the Board

Public Comment: Alejandra Gonzalez, two male speakers, Amalia Aguliar, Caroline, Roman Morales, Sabastian Sanchez, Jesus, Katrina, male speaker, female speaker, Ryan, Yvette Contreras, Diana Salgado, Gabriela Gonzalez, Guadalupe Rodriguez, male speaker, Derek Aguirre, Elijah, John Areciaga, Xavier Morales, Josue Lopez, Ashely Wesley, male speaker, and Norma Sanchez.

4. Comments and Communications

Teamsters California School Employees Association (CSEA), Alum Rock Educators Association (AREA), Alum Rock Administrator's Association (ARAA), Superintendent and Board of Trustees/Communications/Comments.

5. Superintendent/Board Business

5.01 Update on RFP Affordable Housing Developers.

Superintendent Bauer said the district is dealing with the aftermath of the pandemic. The district is looking into resetting it.

6. Instructional Services

6.01 Approve School Accountability Report Cards.

MOTION #03-14 by Clerk Andrea Flores Shelton to approve Action Item 6.01 as presented. MOTION #03-14 was seconded by Member Linda Chavez.

MOTION #03-14 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

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

Director Sandra Garcia gave a presentation.

6.03 Supplemental Support Programs in Alum Rock.

Director Sandra Garcia and the School Site Coordinators gave a presentation.

6.04 Approve School Sponsored Field Trip List.

MOTION #04-14 by Member Minh Pham to approve Action Item 6.04 as presented. MOTION #04-14 was seconded by Vice-President Andrés Quintero.

MOTION #04-14 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

7. Human Resources

7.01 Resignations (information only)

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

MOTION #05-14 by Clerk Andrea Flores Shelton to approve Action Item 7.02 as presented. MOTION #05-14 was seconded by President Corina Herrera-Loera.

7. **Human Resources** *(continued)*

MOTION #04-14 carried **with a** ***vote of 4 in favor; one opposition (Member Minh Pham); no absent; and no abstention.***

8. **Contract Extensions Over $100,000**

8.01 Approve Contract Extension with Maxim Healthcare Staffing for the 2023-2024 SY, including the Extended Year Program (EVP). This contract extension will provide Behavior Tech's to assist Alum Rock District students at various sites.

MOTION #06-14 by Vice-President Andrés Quintero to approve Action Item 8.01 as presented. MOTION #06-14 was seconded by Clerk Andrea Flores Shelton.

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

8.02 Approve Contract Extension with Maxim Healthcare Staffing (San Jose) for the 2023-2024 SY, including the Extended Year Program (EVP). This contract extension will provide Behavior Tech's to assist Alum Rock District students at various sites.

MOTION #07-14 by Vice-President Andrés Quintero to approve Action Item 8.01 as presented. MOTION #07-14 was seconded by Member Linda Chavez.

MOTION #07-14 carried **with a** ***vote of 5 in favor; no opposition; no absent; and no abstention.***

9. **CONSENT CALENDAR**

There was a consensus from the Board to combine and take action on ***Agenda Items 9.01, 9.02, 9.03, 9.04, 9.05, 9.06, 9.07, 9.08, 9.09,9.10, and 9.11.***

MOTION #8-14 by Vice-President Andrés Quintero to approve items 9.01, 9.02, 9.03, 9.04, 9.05, 9.06, 9.07, 9.08, 9.09, 9.10, and 9.11 as presented. MOTION #8-14 was seconded by Member Linda Chavez.

MOTION #20-12 carried **with a** ***vote of 5 in favor; no opposition; no absent; and no abstention***

10. Closed Session

10.01 Recess to Closed Session: President Corina Herrera-Loera announced the items that would be discussed in Closed Session. There were no public comments from the audience at this time.

11. RECONVENE TO OPEN SESSION

11.01 Report of Action Taken in Closed Session.

President Corina Herrera-Loera said there was a quorum. Counsel Rogelio Ruiz reported the following actions:

Item 10.05: the Board took an action that unanimously upheld the Superintendent's decision with respect to the appeal with findings investigation report pursuant to the district's administrator regulations and denied the appeal that was unanimous.

Item 10.07, the Board unanimously approved the resignation 29-23/24 authorizing the notice of release reassignment of one certificated administrator authorizing and directing the administration to issue a notice of release reassignment on March 15, 2024.

Item 10.07 the Board unanimously approved Resolution no. 30-23/24 notice of non relection of certificated employees two certificated teachers authorizing and directing to issue notices of non reelection on March 15, 2024.

There were no further actions to report.

12. Future Board Agenda Requests

12.01 Future Board Agenda Requests: President Corina Herrera-Loera requested that Board members email any future Board Agenda requests to Superintendent Bauer.

13. ADJOURNMENT

13.01 President Adjourns the Meeting: President Corina Herrera-Loera adjourned the meeting at 11:16 p.m.

Respectfully submitted,

Dr. Imee Almazan, Interim Superintendent
mc

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

MINUTES OF A REGULAR MEETING OF THE BOARD OF TRUSTEES
of the Alum Rock Union School District
Held on Thursday, March 14, 2024, 5:30 p.m. at the Alum Rock Union School
Board Members and Superintendent participated at 2930 Gay Avenue San Jose, CA 95127
Meeting #15-23/24

1. OPEN SESSION

1.01 Call to Order/Roll Call/Pledge of Allegiance

President Corina Herrera-Loera welcomed everyone in the audience. President Corina Herrera-Loera called the Board Meeting to order at 5:30 pm, followed by Roll Call. Board Members present were Corina Herrera-Loera (President), Andrés Quintero (Vice-President), Andrea Flores Shelton (Clerk), Linda Chavez (Member), Minh Pham (Member)

Administrative and Support Staff Members present were Dr. Hilaria Bauer(Superintendent), Barbara Campbell (Assistant Superintendent, Instructional Services), Kolvira Chheng (Assistant Superintendent, Business Services), Cesar Torrico (Assistant Superintendent, Human Resources), Maribel Carrillo (Sr. Executive Assistant, Superintendent's Office)

Call to order/Roll Call/Pledge of Allegiance: President Corina Herrera-Loera stated there was a quorum.

1.02 Discussion And/Or Modification(s) of the Agenda: Vice-President Andrés Quintero requested to move items 5.02 and 5.06 after item 3.01.

MOTION #01-15 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

3. Special Presentation

3.01 Special Presentation Jazz Band Performance.

Public Comment:
Veronica Talton

5. Superintendent/Board Business

5.02 Approve Resolution No. 42-23/24 Remove grades 6,7 and 8 from Aptitud at Goss.

Public Comment:
Parent @ Aptitud, Norma Pimentel, Female speaker, Wendy Ross, Chris Stad, Silvia, David, Mr. Rodriguez, Ruby, Arias, Martha Lopez, Male (student), Daisy Sanchez, Female speaker, Adriane Vane, Female (student), Female speaker,

MOTION #02-15 by Clerk Andrea Flores Shelton to deny Resolution#42-23/24 not to remove grades 6,7 & 8 from Aptitud and to direct administration to come back with a plan in 60 days. MOTION #02-15 was seconded by Member Linda Chavez.

MOTION #02-15 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

5.02 Approve Contract with Q Communicators for Public Relations Marketing Services in the amount of $24,000.00.

MOTION #03-15 by Clerk Andrea Flores Shelton to approve Action Item 5.02 as presented. MOTION #03-15 was seconded by President Corina Herrera-Loera.

MOTION #03-15 failed* with a *vote of 2 in favor; three oppositions (Vice-President Andrés Quintero, Member Minh Pham and Member Linda Chavez); no absent; and no abstention.

2. Public Members Who Wish To Address The Board

2.01 Requests to Address the Board

Public Comment:
Maria Martinez, Michael Evertt, Female speaker; Adriane Vane, Shawn Swiess, Mariana de Soto, Kalira Martinez, Josefina Oregel, Evelyn Toslin, Nerdinin Rivera, Miranda Yee, Alondra Rios, Male speaker; Adrianna Sanchez, and Myra.

4. Comments and Communications

4.01 Teamsters, 4.02 California School Employee's Association (CSEA), 4.03 Alum Rock Educator's Association (AREA), Alum Rock Administrator's Association (ARAA),4.05 Superintendent and 4.06 Board of Trustees/Communications/Comments.

5. Superintendent/Board Business

5.01 Approve Resolution No. 44-23/24 Freeze The Hiring of Administrators.

MOTION #04-15 by Member Minh Pham to approve Action Item 5.01 as presented. MOTION #04-15 was seconded by Vice-President Andrés Quintero.

MOTION #04-15 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

5.03 Update on RFP Affordable Housing Developers.

5.04 2024 Ballot for CSBA Delegate Assembly –Deadline is March 15, 2024. The Board may vote for no more than 4 candidates in the Region or Subregion as indicated on the ballot. All re-elected and newly elected Delegates will serve two-year terms beginning April 1, 2024-March 31, 2026. Ballots must be postmarked by the U.S. Post Office on or before Friday, March 15, 2024.

MOTION #05-15 by Vice-President Andrés Quintero to select Isabel Jubes-Flamerich, Jodi Muirhead and Jessica Speise. MOTION #05-15 was seconded by Member Linda Chavez.

MOTION #05-15 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

5. **Superintendent/Board Business** *(continued)*

5.05 Approve Out of State Travel, Association of Latino Administrators and Superintendents (ALAS) Washington DC on Capitol Hill, March 21-22, 2024, for Dr. Bauer.

MOTION #06-15 by Member Minh Pham to approve Action Item 5.05 as presented. MOTION #06-15 was seconded by Member Andrea Flores Shelton.

MOTION #06-15 carried* with a *vote of 4 in favor; one opposition (Member Linda Chavez); no absent; and no abstention.

5.07 Approve Memorandum of Understanding between San Jose State University and Alum Rock Union Elementary School District effective April 15, 2024.

MOTION #07-15 by Member Minh Pham to approve Action Item 5.07 as presented. MOTION #07-15 was seconded by Vice-President Andrés Quintero.

MOTION #07-15 carried* with a *vote of 4 in favor; no opposition; no absent; and one abstention (Member Linda Chavez).

5.08 Approve Granada contract for ARUSD Bilingual teacher program, Summer 2024 in the amount of $27,410.76.

MOTION #08-15 by Member Minh Pham to approve Action Item 5.08 as presented. MOTION #08-15 was seconded by Clerk Andrea Flores Shelton.

Public Comment:
Female speaker, Teolinda Mendoza, Maria Martinez, Marianna Villegas and Jose Cortez.

MOTION #09-15 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

5.09 Approve Out of Country Travel, CAMINOS Program, Granada, Spain, May 31, 2024-June 14, 2024, for Dr. Bauer.

MOTION #10-15 by Clerk Andrea Flores Shelton to approve Action Item 5.09 as presented. MOTION #10-15 was seconded by President Corina Herrera-Loera.

MOTION #10-15 carried* with a *vote of 4 in favor; no opposition; no absent; and one abstention (Member Linda Chavez).

5. Superintendent/Board Business *(continued)*

5.10 Approve Out of Country Travel, CAMINOS Program, Granada, Spain for 12 teachers and 3 administrators to participate in a 10-day program at the Centro de Lenguas Modernas, designed to provide educational experiences that integrate language learning, cultural understanding and professional development in a collaborative setting.

MOTION #11-15 by Member Minh Pham to approve Action Item 5.10 as presented. MOTION #11-15 was seconded by Clerk Andrea Flores Shelton.

MOTION #11-15 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

6. Business Services

6.01 Approve Second Interim Financial Report.

MOTION #12-15 by Member Minh Pham to approve Action Item 6.01 as presented. MOTION #12-15 was seconded by Vice-President Andrés Quintero.

MOTION #12-15 carried* with a *vote of 4 in favor; one opposition (Member Linda Chavez); no absent; and no abstention.

6.02 Approve Resolution No. 40-23/24 To Confirm Alum Rock Union Elementary School District's Commitment to Fiscal Solvency.

MOTION #13-15 by Vice-President Andrés Quintero to approve Action Item 6.02 as presented. MOTION #13-15 was seconded by Clerk Andrea Flores Shelton.

MOTION #13-15 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

7. Instructional Services

7.01 Approve California Department of Education Expenditure Quarter 2 Report, from Aptitud Community Academy at Goss Early Literacy Support Block Grant (ELSB), and Literacy Action Plan in year-three of implementation.

MOTION #14-15 by Vice-President Andrés Quintero to approve Action Item 7.01 as presented. MOTION #14-15 was seconded by Clerk Andrea Flores Shelton.

MOTION #14-15 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

7. Instructional Services *(continued)*

7.02 Approve School Sponsored Field Trip List.

MOTION #15-15 by Member Minh Pham to approve Action Item 7.02 as presented. MOTION #15-15 was seconded by Vice-President Andrés Quintero.

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

7.03 Approve ARUESD 2024-2027 Instructional Calendar.

MOTION #16-15 by Member Linda Chavez to approve Action Item 7.03 as presented. MOTION #16-15 was seconded by Clerk Andrea Flores Shelton.

MOTION #16-15 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

8. Human Resources

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

MOTION #17-15 by Member Linda Chavez to approve Action Item 8.01 as presented. MOTION #17-15 was seconded by Clerk Andrea Flores Shelton.

MOTION #17-15 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

8.02 Resignations

9. Contracts Over $100,000

9.01 Approve Contract with Think Together for the 2023-2024 SY. This contract will provide non-instructional services through the Expanded Learning Opportunity Program (ELOP) during Alum Rocks Spring Break.

MOTION #18-15 by Member Linda Chavez to approve Action Item 9.01 as presented. MOTION #18-15 was seconded by Vice-President Andrés Quintero.

MOTION #18-15 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

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

9.02 Approve Contract with Springboard Collaborative for the 2023-2024 EYP. This contract will provide summer literacy program designed to improve educational outcomes for students in grades K-3rd.

MOTION #19-15 by Member Linda Chavez to approve Action Item 9.02 as presented. MOTION #19-15 was seconded by Clerk Andrea Flores Shelton.

MOTION #19-15 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

9.03 Approve Contract with Galileo Learning for the 2023-2024 SY. This contract will provide summer camps to 250 students at LUCHA and Linda Vista.

MOTION #20-15 by Vice-President Andrés Quintero to approve Action Item 9.03 as presented. MOTION #20-15 was seconded by Member Linda Chavez.

MOTION #20-15 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

9.04 Approve Contract with Silicon Valley Education Foundation for the 2023-2024 SY. This contract will provide Summer Elevate Math Intervention Programs for 2nd-6th grade students and Computer Science Institute for 5th-7th grade students.

MOTION #21-15 by Member Linda Chavez to approve Action Item 9.04 as presented. MOTION #21-15 was seconded by Clerk Andrea Flores Shelton.

MOTION #21-15 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

10. Contract Extensions Over $100,000

10.01 Approve Contract Extension with Assessment Resources, Inc. for the 2023-2024 SY. This contract extension with provide psycho-educational evaluations for students requiring initial or triennial evaluations at several sites within Alum Rock District.

MOTION #22-15 by Member Linda Chavez to approve Action Item 10.01 as presented. MOTION #22-15 was seconded by Clerk Andrea Flores Shelton.

MOTION #22-15 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

10. Contract Extensions Over $100,000 *(continued)*

10.02 Approve Contract Extension with Lozano Smith for the 2023-2024 SY. This contract extension will provide legal counsel for resolving open OCR cases as well as various student discipline cases.

MOTION #23-15 by Vice-President Andrés Quintero to approve Action Item 10.02 as presented. MOTION #23-15 was seconded Member Linda Chavez.

MOTION #23-15 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

11. CONSENT CALENDAR

There was a consensus from the Board to combine and take action on ***Agenda Items 11.01, 11.02, 11.03, 11.04, 11.05, 11.06, 11.07, 11.08, 11.10, 11.12, 11.13, 11.14,11.15, 11.16 and 11.17.***

MOTION #24-15 by Vice-President Andrés Quintero to approve Agenda Items 11.01, 11.02, 11.03, 11.04, 11.05, 11.06, 11.07, 11.08, 11.10, 11.12, 11.13, 11.14,11.15, 11.16 and 11.17. as presented. MOTION #24-15 was seconded by Clerk Andrea Flores Shelton.

MOTION #24-15 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

11.09 Approve Resolution No. 38-23/24 Dolores Huerta Day –April 12, 2024.

MOTION #25-15 by Member Minh Pham to approve Action Item 11.09 as presented. MOTION #25-15 was seconded Clerk Andrea Flores Shelton.

MOTION #25-15 carried* with a *vote of 4 in favor; one opposition (Member Linda Chavez); no absent; and no abstention.

11.11 Approve Resolution No. 36-23/24 Cesar Chavez Day – March 31, 2024.

MOTION #26-15 by Member Minh Pham to approve Action Item 11.11 as presented. MOTION #26-15 was seconded Clerk Andrea Flores Shelton.

MOTION #26-15 carried* with a *vote of 4 in favor; one opposition (Member Linda Chavez); no absent; and no abstention.

12. Closed Session

12.01 Recess to Closed Session

President Corina Herrera-Loera announced the items that would be discussed in Closed Session. There were no public comments from the audience at this time.

Closed Session was extended until 11:59pm.

13. RECONVENE TO OPEN SESSION

13.01 Report of Action Taken in Closed Session.

President Corina Herrera-Loera said there was a quorum.

Counsel Rogelio Ruiz reported the following actions:

Item 12.03 The Board unanimously approved a settlement with a family of a special needs student copy of the settlement agreement is available upon request.

Item 12.04 Matter of Leal & Trejo APC vs ARUSD the Board unanimously approved the full and final release settlement agreement pursuant to which parties have agreed to mutual releases the district will pay to Leal & Trejo sum of $255,000.00. Copy of the settlement agreement through the district upon request.

Item 12.04 Matter of ARUSD vs Del Terra all related cross complaints the Board unanimously approved the full and final release settlement agreement pursuant to which defendents and cross defendents will pay to the district the total sum of $500,000.00 exchange for what the district will dismiss the matter parties also agreed to mutual releases copy of that agreement is also available upon request to the district.

Item 12.07 The District has received notification the credential of Israel Santiago has been revoked based on that the Board unanimously approved the termination of Mr. Santiago.

Item 12.07 Motion made by Vice-President Andrés Quintero and Second by Member Linda Chavez the Board by a vote of 3/2 approved the unilateral termination of the Superintendent's contract of employment of the district which shall be effective March 25, 2024 voting in favor of the motion Vice-President Andrés Quintero, Member Linda Chavez and Member Minh Pham. Opposed President Corina Herrera-Loera and Clerk Andrea Flores Shelton.

There were no further actions to report.

14. Future Board Agenda Requests

14.01 Future Board Agenda Requests

15. ADJOURNMENT

15.01 President Adjourns the Meeting

President Corina Herrera-Loera adjourned the meeting at 12:12 a.m.

Respectfully submitted,

Dr. Imee Almazan., Interim Superintendent
mc

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

MINUTES OF A SPECIAL BOARD MEETING
BOARD OF TRUSTEES
of the Alum Rock Union School District
Held on Tuesday, March 19, 2024, 7:00 p.m. at the Alum Rock Union School Board Members and Superintendent participated participated at 2930 Gay Avenue San Jose, CA 95127
Meeting #17-23/24

1. OPEN SESSION

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

President Corina Herrera-Loera welcomed everyone in the audience. President Corina Herrera-Loera called the Board Meeting to order at 6:31 p.m. followed by Roll Call. President Corina Herrera-Loera welcomed everyone in the audience. President Corina Herrera-Loera called the Board Meeting to order at 5:30 pm, followed by Roll Call. Board Members present were Corina Herrera-Loera (President), Andrés Quintero (Vice-President), Andrea Flores Shelton (Clerk), Linda Chavez (Member) ***arrived late at 7:17pm***, Minh Pham (Member)

Administrative and Support Staff Members present were Barbara Campbell (Assistant Superintendent, Instructional Services), Kolvira Chheng (Assistant Superintendent, Business Services), Cesar Torrico (Assistant Superintendent, Human Resources), Maribel Carrillo (Sr. Executive Assistant, Superintendent's Office)

Call to order/Roll Call/Pledge of Allegiance: President Corina Herrera-Loera stated there was a quorum.

2. Superintendent/Board Business

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

MOTION #01-17 by Vice-President Andrés Quintero to approve Action Item 2.01 as presented. MOTION #01-17 was seconded by Clerk Andrea Flores Shelton.

2. Superintendent/Board Business *(continued)*

MOTION #01-17 carried* with a *vote of 4 in favor; no opposition; one absent (Member Linda Chavez); and no abstention.

3. Closed Session

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

Public Comment:
Martin Brooks, Dilza Gonzalez, Maria Martinez, Danelle Ambrorcio, Claudia Cuello, Marisela Hernandez, Veronica Amador, Rafael Hernandez, Allision Cingloni, Esperanza, Victor Vasquez, Olivia Ortiz, Camille Fontanilla, Michael Elliot, Elena Diaz, Danelle Letts, Veronica Talton, Delia, Teolinda Mendoza, Alan Daurie, Yadiro Barajas, Victoria Partida, Sharon Fontaine, Female speaker, Jocelyn Merz, Norma Pimentel, Elidro Rodriguez, Thanh Phu, Danny Garza and Sandra Rivera.

4. RECONVENE TO OPEN SESSION

4.01 Report of Action Taken in Closed Session.

President Corina Herrera-Loera said there was a quorum. Counsel Rogelio Ruiz reported the following actions:

Item 3.03 The Board took an action unanimously to appoint Imee Almazan as Interim Superintendent effective March 26, 2024.

Item 3.06 The Board unanimously took action to appoint Assistant Superintendent of Human Resources as the senior lead negotiator of AREA's negotiation.

No further actions to report.

5. Adjournment

5.01 President Adjourns the Meeting

President Corina Herrera-Loera adjourned the meeting at 9:39 p.m.

Respectfully submitted,

_____

Dr. Imee Almazan, Interim Superintendent

mc

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

MINUTES OF A SPECIAL BOARD MEETING
BOARD OF TRUSTEES
of the Alum Rock Union School District
Held on Monday, March 25, 2024, 7:30 p.m. at the Alum Rock Union School Board Members and Superintendent participated participated at 2930 Gay Avenue San Jose, CA 95127
Meeting #18-23/24

1. OPEN SESSION

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

President Corina Herrera-Loera welcomed everyone in the audience. President Corina Herrera-Loera called the Board Meeting to order at 6:31 p.m. followed by Roll Call. President Corina Herrera-Loera welcomed everyone in the audience. President Corina Herrera-Loera called the Board Meeting to order at 5:30 pm, followed by Roll Call. Board Members present were Corina Herrera-Loera (President), Andrés Quintero (Vice-President), Andrea Flores Shelton (Clerk), Linda Chavez (Member), Minh Pham (Member)

Administrative and Support Staff Members present were Dr. Imee Almazan (Interim Superintendent), Barbara Campbell (Assistant Superintendent, Instructional Services), Kolvira Chheng (Assistant Superintendent, Business Services), Cesar Torrico (Assistant Superintendent, Human Resources), Maribel Carrillo (Sr. Executive Assistant, Superintendent's Office)

Call to order/Roll Call/Pledge of Allegiance: President Corina Herrera-Loera stated there was a quorum.

2. Closed Session

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

3. RECONVENE TO OPEN SESSION

3.01 Report of Action Taken in Closed Session.

President Corina Herrera-Loera said there was a quorum.

President Corina Herrera-Loera said there was nothing to report.

4. Superintendent/Board Business

4.01 Discussion and Approval of Resolution # 45-23/24 To Waive Credenital Requirement Pursuant to Education Code Section 35028 for Interim Superintendent Appointee.

MOTION #01-18 by Vice-President Andrés Quintero to approve Action Item 4.01 as presented. MOTION #01-18 was seconded by Member Minh Pham.

MOTION #01-18 carried* with a *vote of 5 in favor; no opposition; no absent ; and no abstention.

5. Adjournment

5.01 President Adjourns the Meeting

President Corina Herrera-Loera adjourned the meeting at 8:40 p.m.

Respectfully submitted,

_____

Dr. Imee Almazan, Interim Superintendent

mc

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

MINUTES OF A REGULAR MEETING OF THE BOARD OF TRUSTEES
of the Alum Rock Union School District
Held on Thursday, April 4, 2024, 5:30 p.m. at the Alum Rock Union School
Board Members and Superintendent participated at 2930 Gay Avenue San Jose, CA 95127
Meeting #16-23/24

1. OPEN SESSION

1.01 Call to Order/Roll Call/Pledge of Allegiance

President Corina Herrera-Loera welcomed everyone in the audience. President Corina Herrera-Loera called the Board Meeting to order at 5:30 pm, followed by Roll Call. Board Members present were Corina Herrera-Loera (President), Andrés Quintero (Vice-President), Andrea Flores Shelton (Clerk), Linda Chavez (Member), Minh Pham (Member)

Administrative and Support Staff Members present were Dr. Imee Almazan (Interim Superintendent), Barbara Campbell (Assistant Superintendent, Instructional Services), Kolvira Chheng (Assistant Superintendent, Business Services), Cesar Torrico (Assistant Superintendent, Human Resources), Maribel Carrillo (Sr. Executive Assistant, Superintendent's Office)

Call to order/Roll Call/Pledge of Allegiance: President Corina Herrera-Loera stated there was a quorum.

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

2. Public Members Who Wish To Address The Board

2.01 Requests to Address the Board

Public Comment:
Adriane Vane

3. Special Presentation

3.01 Special Presentation: Elementary and Middle School Spelling Bee –Student Recognition.

Director Tara Bickford introduced students who won the spelling bee.

4. Closed Session

4.01 Recess to Closed Session

President Corina Herrera-Loera announced the items that would be discussed in Closed Session. There were no public comments from the audience at this time.

5. RECONVENE TO OPEN SESSION

5.01 Report of Action Taken in Closed Session.

President Corina Herrera-Loera said there was a quorum. President Corina Herrera-Loera said there were no items to report.

6. Comments and Communications

6.01 Teamsters, 6.02 California School Employee's Association (CSEA), 6.03 Alum Rock Educator's Association (AREA), Alum Rock Administrator's Association (ARAA),6.05 Superintendent and 6.06 Board of Trustees/Communications/Comments.

7. Superintendent/Board Business

7.01 Approve contract for Interim Superintendent.

MOTION #01-16 by Member Linda Chavez to approve Action Item 7.01 as presented. MOTION #01-16 was seconded by Member Minh Pham.

AMENDED MOTION #02-16 by Member Linda Chavez to approve the contract for the Interim Superintendent as drafted with a monthly salary of $17,083.33 annually basis of $205,0000 effective March 26, 2024 through July 18, 2024. MOTION #02-16 was seconded by Member Minh Pham.

MOTION #02-16 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

7. **Superintendent/Board Business** *(continued)*

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

Public Comment:
Claudia Coello, Veronica Amador, Maria Lopez, Veronica Talton, Alan Daurie and Sandra Rivera.

MOTION #03-16 by Vice-President Andrés Quintero to come up with a three-month window along the lines of the framework he described. MOTION #03-16 was seconded by Member Linda Chavez.

MOTION #03-16 carried* with a *vote of 3 in favor; two opposition (Clerk Andrea Flores Shelton and President Corina Herrera-Loera; no absent; and no abstention.

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

MOTION #04-16 by Vice-President Andrés Quintero to approve Action Item 7.03 as presented. MOTION #04-16 was seconded by Member Linda Chavez.

Public Comment:
Veronica Talton

MOTION #04-16 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

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

MOTION #05-16 by Vice-President Andrés Quintero to approve Action Item 7.04 as presented. MOTION #05-16 was seconded by Member Linda Chavez.

Public Comment:
Veronica Talton

MOTION #05-16 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

7. Superintendent/Board Business *(continued)*

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

MOTION #06-16 by Member Linda Chavez to approve Action Item 7.05 as presented. MOTION #06-16 was seconded by Clerk Andrea Flores Shelton.

MOTION #06-16 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

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

Member Minh Pham stated for the record, he would like the administration to report on the options that the Board can take in order to move forward in the process of levying. He would like it to be on the Regularly Scheduled Board meeting.

7.07 Update on RFP for Affordable Housing Developers.

8. Bonds

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

MOTION #07-16 by Vice-President Andrés Quintero to approve Action Item 8.01 as presented. MOTION #07-16 was seconded by Member Minh Pham.

MOTION #07-16 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

9. Instructional Services

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

MOTION #08-16 by Vice-President Andrés Quintero to approve Action Item 9.01 as presented. MOTION #08-16 was seconded by Member Linda Chavez.

MOTION #08-16 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

9. Instructional Services *(continued)*

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

MOTION #09-16 by Vice-President Andrés Quintero to approve Action Item 9.02 as presented. MOTION #09-16 was seconded by Member Linda Chavez.

MOTION #09-16 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

9.03 Valley Health Foundation School-Based Wellness Center Grant.

9.04 Approve School Sponsored Field Trip List.

MOTION #10-16 by Member Minh Pham to approve Action Item 9.04 as presented. MOTION #10-16 was seconded by Vice-President Andrés Quintero.

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

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

MOTION #11-16 by Clerk Andrea Flores Shelton to approve Action Item 9.05 as presented. MOTION #11-16 was seconded by Vice-President Andrés Quintero.

MOTION #11-16 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

9.06 Local Control Accountability Plan (LCAP) Progress Update.

Director Sandra Garcia gave a Update LCAP presentation.

Public Comment:
Veronica Talton and Adriane Vane.

10. Human Resources

10.01 Resignations.

11. Contracts Over $100,000

11.01 Approve Contrat with the Art of Education Universtity for the 2023-2024 SY. This contract will provide a state adopted visual arts curriculum and professional development to 16 elementary school sites.

MOTION #12-16 by Vice-President Andrés Quintero to approve Action Item 11.01 as presented. MOTION #12-16 was seconded by Member Linda Chavez.

MOTION #12-16 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

11.02 Approve Contract with Little Heroes for the 2023-2024 SY. This contract will provide summer youth development programs to 4 elementary sites from June 17 to July 25, 2024.

MOTION #13-16 by Vice-President Andrés Quintero to approve Action Item 11.02 as presented. MOTION #13-16 was seconded by Member Linda Chavez.

MOTION #13-16 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

11.03 Approve Contract with KV Educational Services for the 2023-2024 SY. This contract will provide summer CTE Arts, Media & Entertainment enrichment programs at two ARUSD sites from June 17 to July 24, 2024.

MOTION #14-16 by Vice-President Andrés Quintero to approve Action Item 11.03 as presented. MOTION #14-16 was seconded by Member Linda Chavez.

MOTION #14-16 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

11.04 Approve the Think Together Inc. Non-Instructional Day Services Contract for the 2023/2024 SY. This contract will provide non-instructional day services for the Summer at Hubbard and Linda Vista.

MOTION #15-16 by Vice-President Andrés Quintero to approve Action Item 11.04 as presented. MOTION #15-16 was seconded by Member Linda Chavez.

MOTION #15-16 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

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

11.05 Approve the YMCA of Silicon Valley Contract for the 2023/2024 SY. This contract will offer Summer Learning and Summer Enrichment Programs at Dorsa and San Antonio.

MOTION #16-16 by Vice-President Andrés Quintero to approve Action Item 11.05 as presented. MOTION #16-16 was seconded by Member Linda Chavez.

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

12. CONSENT CALENDAR

Clerk Andrea Flores Shelton asked to pull items 12.06 and 12.12

There was a consensus from the Board to combine and take action on ***Agenda Items 12.01, 12.02, 12.03, 12.04, 12.05, 12.07, 12.08, 12.09, 12.10, 12.11 and 12.13.***

MOTION #17-16 by Member Linda Chavez to approve Agenda Items 12.01, 12.02, 12.03, 12.04, 12.05, 12.07, 12.08, 12.09, 12.10, 12.11 and 12.13. as presented. MOTION #24-15 was seconded by Vice-President Andrés Quintero.

MOTION #17-16 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

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

MOTION #18-16 by Clerk Andrea Flores Shelton to approve Action Item 12.06 as presented. MOTION #18-16 was seconded Member Linda Chavez.

Public Comment:
Veronica Talton and Adriane Vane.

MOTION #18-16 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

12. CONSENT CALENDAR *(continued)*

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

MOTION #19-16 by by Vice-President Andrés Quintero to approve Action Item 12.12 as presented. MOTION #19-16 was seconded Member Linda Chavez.

Public Comment:
Sandra Rivera (Danelle DeAmbrocio), Sandra Rivera and Adriane Vane.

MOTION #19-16 carried* with a *vote of 4 in favor; one opposition (President Corina Herrera-Loera); no absent; and no abstention.

13. Closed Session

13.01 Recess to Closed Session

President Corina Herrera-Loera announced the items that would be discussed in Closed Session. There were no public comments from the audience at this time.

14. RECONVENE TO OPEN SESSION

14.01 Report of Action Taken in Closed Session.

President Corina Herrera-Loera said there was a quorum.

President Corina Herrera-Loera said there were no actions report.

15. Future Board Agenda Requests

15.01 Future Board Agenda Requests

16. ADJOURNMENT

16.01 President Adjourns the Meeting

President Corina Herrera-Loera adjourned the meeting at 10:38 p.m.

Respectfully submitted,

Dr. Imee Almazan., Interim Superintendent
mc

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

MINUTES OF A SPECIAL BOARD MEETING
BOARD OF TRUSTEES
of the Alum Rock Union School District
Held on Monday, April 22, 2024, 6:30 p.m. at the Alum Rock Union School Board Members and Superintendent participated participated at 2930 Gay Avenue San Jose, CA 95127
Meeting #19-23/24

1. OPEN SESSION

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

President Corina Herrera-Loera welcomed everyone in the audience. President Corina Herrera-Loera called the Board Meeting to order at 6:31 p.m. followed by Roll Call. President Corina Herrera-Loera welcomed everyone in the audience. President Corina Herrera-Loera called the Board Meeting to order at 5:30 pm, followed by Roll Call. Board Members present were Corina Herrera-Loera (President), Andrés Quintero (Vice-President) ***arrived late at 6:41pm***, Andrea Flores Shelton (Clerk), Linda Chavez (Member), Minh Pham (Member)

Administrative and Support Staff Members present were Dr. Imee Almazan (Interim Superintendent), Barbara Campbell (Assistant Superintendent, Instructional Services), Kolvira Chheng (Assistant Superintendent, Business Services), Cesar Torrico (Assistant Superintendent, Human Resources), Maribel Carrillo (Sr. Executive Assistant, Superintendent's Office)

Call to order/Roll Call/Pledge of Allegiance: President Corina Herrera-Loera stated there was a quorum.

2. Superintendent/Board Business

2.01 Energy Plan Presentation.

Russell Driver and Curtis Schmitt Principals from ARC Alertnatives gave a presentation regarding the Energy Strategic Plan.

2. Superintendent/Board Business *(continued)*

2.02 Approve Resolution # 52-23/24 Outdoor Equity Grants Program Grant Fund.

MOTION #01-19 by Member Minh Pham by to approve Action Item 2.01 as presented. MOTION #01-19 was seconded by Vice-President Andrés Quintero.

MOTION #01-19 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

2.03 The Board will Provide Guidance and Set Parameters Regarding the Comprehensive Budget Solution Plan.

The Board had a discussion regarding the parameters of the Comprehensive Budget Solution Plan and scheduled a follow up meeting for May 21, 2024 at 6:30pm.

3. Consent Calendar

3.01 Approve/Ratify Notices of Employment and Changes of Status/April 22, 2024.

MOTION #02-19 by Vice-President Andrés Quintero by to approve Action Item 3.01 as presented. MOTION #02-19 was seconded by Clerk Andrea Flores Shelton.

Public Comment:
Sandra Rivera

MOTION #02-19 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

4. Closed Session

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

5. RECONVENE TO OPEN SESSION

5.01 Report of Action Taken in Closed Session.

5. RECONVENE TO OPEN SESSION

President Corina Herrera-Loera said there was a quorum. Interim Superintendent Almazan reported the following actions:

Item 4.04 The Board majority voted 3/2 to uphold Superintendent's decision to deny the appeal of the certificated substitute tracher. Approvals: President Corina Herrera-Loera, Member Linda Chavez and Clerk Andrea Flores Shelton and Noes: Member Minh Pham and Vice-President Andrés Quintero.

Item 4.05 The Board unanimously voted to approve dismissal of one classified employee Substitute Assignment Assistant.

No further actions to report.

6. Adjournment

6.01 President Adjourns the Meeting

President Corina Herrera-Loera adjourned the meeting at 9:54 p.m.

Respectfully submitted,

_____

Dr. Imee Almazan, Interim Superintendent

mc

11.02

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: May 28, 2024

Subject: **Acceptance of Donations**

Staff Analysis: The District has received donations as summarized on the sheet dated June 13, 2024.

Recommendation: Staff recommends approval for acceptance of these donations.

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

To the Board of Trustees: Meeting: June 13, 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
June 13, 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
Adelante II Parents	Materials & Supplies	$ 836.00	Adelante II Academy
Environmental Volunteers	Materials & Supplies	$ 500.00	Aptitud Academy
Natural Bridge	Materials & Supplies	$ 784.24	Cassell Elementary
Mr. & Ms. Richard Nelson	Materials & Supplies	$ 100.00	Cassell Elementary
Box Tops for Education	Materials & Supplies	$ 4.90	Cureton Elementary
Hillcresters	Materials & Supplies	$ 1,000.00	Cureton Elementary
Environmental Volunteers	Materials & Supplies	$ 500.00	Cureton Elementary
Bay Area Women's Sports Initiative	Materials & Supplies	$ 1,281.60	Dorsa Elementary
Box Tops for Education	Materials & Supplies	$ 11.00	Dorsa Elementary
University of Santa Cruz	Materials & Supplies	$ 273.84	George Middle
M.C.A. & Associates	Materials & Supplies	$ 45.51	George Middle
Bay Area Women's Sports Initiative	Materials & Supplies	$ 1,089.45	Hubbard Academy
L.U.C.H.A. PLG	Materials & Supplies	$ 2,540.00	L.U.C.H.A.
L.U.C.H.A. PLG	Materials & Supplies	$ 4,002.00	L.U.C.H.A.
Linda Vista Parents	Materials & Supplies	$ 489.00	Linda Vista Elementary
Linda Vista Parents	Materials & Supplies	$ 130.00	Linda Vista Elementary
Box Tops for Education	Materials & Supplies	$ 11.10	Linda Vista Elementary
Montalvo Arts Center	Materials & Supplies	$ 312.12	Lyndale Elementary
Hillcresters	Materials & Supplies	$ 1,000.00	Lyndale Elementary
Box Tops for Education	Materials & Supplies	$ 1.80	Lyndale Elementary
Shutterfly, LLC	Materials & Supplies	$ 162.65	Lyndale Elementary
Ocala STEAM Parents	Materials & Supplies	$ 694.00	Ocala STEAM Academy
Hillcresters	Materials & Supplies	$ 1,000.00	Renaissance Academy
Costco Workplace Giving Campaign	Materials & Supplies	$ 48.00	Russo/McEntee Academy
San Antonio PTA	Materials & Supplies	$ 1,623.00	San Antonio Elementary

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

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

June 13, 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

ADELANTE II DUAL LANGUAGE ACADEMY

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

To: Board of Trustees

Fr: Adelante II Dual Language Academy

Date: May 15, 2024

Re: Parent Donations

Please accept the following donation from Adelante II parents in the amount of $836 to be deposited into Adelante II's donation account. The funds will be used for field trip transportation, technology and parent/student events.

Thank you,

Mr. José Cortez

Principal

APTITUD COMMUNITY ACADEMY AT GOSS

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

Suyen Jimenez , Principal

04/25/24

Alum Rock Union School District

Board of Trustees

2930 Gay Ave

San Jose, CA 95127

Dear Board of Trustees,

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

Environmental Volunteers **$500.00** **Check #: 1048**

This donation will be used to fund school field trips.

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

Sincerely,

Suyen Jimenez
Principal

Sylvia Cassell Elementary School

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

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

May 14, 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
NatureBridge	$784.24

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

Sincerely,

Alecia Kelley

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 29, 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
Elizabeth and Richard Nelson	$100.00

We would like to thank Elizabeth and Richard Nelson for their generous donation and continued support of our students.

Sincerely,

Alecia Kelley

CURETON ELEMENTARY SCHOOL

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

April 25, 2024

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

Dear Board Members:

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

BoxTops Education	$4.90	Check #4884870

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

Sincerely,

Mrs. Tereasa Smith
Principal

/sna

Attachment

CURETON ELEMENTARY SCHOOL

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

April 22, 2024

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

Dear Board Members:

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

Hillcresters	$1,000.00	Check #1157

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

Sincerely,

Mrs. Tereasa Smith
Principal

/sna

Attachment

CURETON ELEMENTARY SCHOOL

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

April 22, 2024

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

Dear Board Members:

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

Environmental Volunteers	$500.00	Check #1042

The monetary donation check in support for all our students. Thank you in advance for your approval.

Sincerely,

Mrs. Tereasa Smith
Principal

/sna

Attachment

DORSA ELEMENTARY SCHOOL

April 24, 2024

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

Dear Board of Trustees:

Please accept the attached donation from Bay Area Women's Sports Initiative check number 3504 and 3522 for $1,281.60. The money provided through this donation will be used for field trips. We greatly appreciate their donation.

Donations Account Number: 060 9010 0 4300 00 1110 1000 000000 150 2129

Sincerely,

Patrick Manyak
Principal of Dorsa

DORSA ELEMENTARY SCHOOL

April 29, 2024

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

Dear Board of Trustees:

Please accept the attached donation from Box Tops check number 4867515 for $11.00. The money provided through this donation will be used for field trips. We greatly appreciate their donation.

Donations Account Number: 060 9010 0 4300 00 1110 1000 000000 150 2129

Sincerely,

Patrick Manyak
Principal of Dorsa

JOSEPH GEORGE VAPA ACADEMY

A VISUAL AND PERFORMING ARTS ACADEMY

Where Everyday is a Work of Art in Progress!

Date: 05/16/24

To: Honorable Board Members
Alum Rock Union Elementary School District

From: Jacqueline Montejano, Principal

Please accept the donation of $273.84 with check #01847793 from the University of California Santa Cruz for Joseph George Middle School to pay for trip #2998 to the Tech Museum.

Thank you in advance for your approval.

Sincerely,

Jacqueline Montejano
Principal

Jacqueline Montejano, Principal **Luis Arreola,** *Assistant Principal*

277 Mahoney Drive, San Jose, CA 95127 ❖ 408-928-7600 ❖ www.george.arusd.org

JOSEPH GEORGE VAPA ACADEMY

A VISUAL AND PERFORMING ARTS ACADEMY

Where Everyday is a Work of Art in Progress!

Date: 05/16/24

To: Honorable Board Members
Alum Rock Union Elementary School District

From: Jacqueline Montejano, Principal

Please accept the donation of $45.51 from M.C.A. & Associates, Inc. (dba Chuck E. Cheese) for Joseph George Middle School.

Thank you in advance for your approval.

Sincerely,

Jacqueline Montejano
Principal

Jacqueline Montejano, Principal **Luis Arreola,** *Assistant Principal*

277 Mahoney Drive, San Jose, CA 95127 ❖ 408-928-7600 ❖ www.george.arusd.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

To: Imee C. Almazan, Ed.D.
Interim Superintendent
Honorable Board Members

From: Hubbard Media Arts Academy
Re: Donation
Date: 05/17/2024

Please accept the following donation from Check Donation to be deposit in our Donations account.
TOTAL: $1,089.45

Donor's information:
BAWSI GIRLS
2635 N First St, Suite 149
San Jose CA 95134

Dr Sandra Sarmiento
Principal

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

To: Imee Almazan, Ph.D., Superintendent

Honorable Board Members

From: L.U.C.H.A. PLG

Re: Donation

Date: 4/22/24

Please accept the following donation from L.U.C.H.A. PLG
TOTAL: $2540.00

Donor's Information:

NAME: L.U.C.H.A. PLG
EMAIL ADDRESS: luchaparentleadergroup@gmail.com

Hilaria Bauer, Ph.D., Superintendent

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

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

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

To: Imee Almazan, Ph.D., Superintendent

Honorable Board Members

From: L.U.C.H.A. PLG

Re: Donation

Date: 5/2/24

Please accept the following donation from L.U.C.H.A. PLG
TOTAL: $4,002.00

One check in the amount of $3703.00 and a second check in the amount of $299.00 for field trip buses.

Donor's Information:

NAME: L.U.C.H.A. PLG
EMAIL ADDRESS: luchaparentleadergroup@gmail.com

4,002.

Hilaria Bauer, Ph.D., Superintendent

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

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: May 6, 2024

Please place the acceptance of the donations totaling $489.00 for Linda Vista on the consent calendar for the next board meeting.

The donations are comprised of the following:

$489 cash donation from Linda Vista parents the Kindergarten 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: May 6, 2024

Please place the acceptance of the donations totaling $130.00 for Linda Vista on the consent calendar for the next board meeting.

The donations are comprised of the following:

$90 check donation from Linda Vista parents to use towards the second-grade field trips
$40 cash donation from Linda Vista parents the second-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 25, 2024

Please place the acceptance of the donations totaling $11.10 for Linda Vista on the consent calendar for the next board meeting.

The donations are comprised of the following:

$11.10 check donation from Box Tops for Education

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

Thank you,

Suzanne Cicala

Lyndale Elementary School

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

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

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

April 18, 2024

Alum Rock School District

Board of Trustees

2390 Gay Ave.

San Jose, CA 95127

Dear Board of Trustees:

Please accept the following donations for Board approval:

Company/Sponsor(s) Name	**Amount**	**To be Used For:**
Montalvo Arts Center	$312.12	Field Trip

Total Amount of Donations: **$312.12**

Sincerely,

Kasturi Basu

Kasturi Basu, Principal

Lyndale Elementary School

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

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

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

April 24, 2024

Alum Rock School District

Board of Trustees

2390 Gay Ave.

San Jose, CA 95127

Dear Board of Trustees:

Please accept the following donations for Board approval:

Company/Sponsor(s) Name	**Amount**	**To be Used For:**
Hillcresters	$1,000.00	Field Trips

Total Amount of Donations: **$1,000.00**

Sincerely,

Kasturi Basu

Kasturi Basu, Principal

Lyndale Elementary School

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

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

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

May 2, 2024

Alum Rock School District

Board of Trustees

2390 Gay Ave.

San Jose, CA 95127

Dear Board of Trustees:

Please accept the following donations for Board approval:

Company/Sponsor(s) Name	**Amount**	**To be Used For:**
Shutterfly, LLC	$162.65	School Supplies
Box Tops for Education	$1.80	School Supplies

Total Amount of Donations: **$164.45**

Sincerely,

Kasturi Basu

Kasturi Basu, Principal

Ocala STEAM Academy

2800 Ocala Avenue, San Jose CA 95148
408-928-8350
Manny Villalpando - Principal
Maria Thomas - Assistant Principal

05/07/2024

Dear members of the Board of Trustees
Alum Rock Unified School District:

Please accept some parent cash contributions of $694.00 to Ocala STEAM Academy.

This money should be deposited in the Donations Account of Ocala STEAM Academy.

Sincerely,

Manuel Villalpando
Principal
Ocala STEAM Academy

Renaissance Academy of Arts, Science, and Social Justice

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

May 21, 2024
Alum Rock School District
Board of Trustees
2930 Gay Ave.
San Jose, Ca. 95127

Dear Board of Trustees:

Please accept the following Donation for Board approval:

Company/ Sponsor(s) Name	Amount	To Be Used For
Hillcresters -	**$1000.00**	**To pay for materials, supplies, Transportation and Admissions to Field Trips**

Total Amount of Donations: $1,000.00
Please credit account #060-9010-0-4300-00-1110-2700-000000-290-2110

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

Sincerely,

Doug Kleinhenz – School Principal
Primavera Hernandez – Assistant Principal

RUSSO MCENTEE ACADEMY

Russo/McEntee Academy

2851 Gay Ave San Jose, CA 95127 **Phone:** (408)928-8850 **Fax:** 408-928-8901

May 3, 2024

Alum Rock Union School District

Board of Trustees

2930 Gay Avenue

San Jose, CA 95127

Dear Board of Trustees and Dr. Almazan:

Please accept the following donation from the Costco Workplace Giving campaign for the Russo/McEntee Academy

The check for $48 will be spent to future enhance the student experience and educational goals.

Sincerely,

Tanu Kohli

Principal Russo/McEntee Academy

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

Mrs. Iris Charest– Principal

Mrs. Leticia Corona- School Admin. Assistant

May 6, 2024

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

Honorable Members of the Board:

Please accept the following donation of $1623.00 from San Antonio PTA.
The money will be used to pay a portion of the 5th Grade Science Camp for 2024/25.

Thank you in advance for your approval.

Sincerely,

Iris Charest

Mrs. Iris Charest
Principal

11.03

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF TRUSTEES

To the Board of Trustees: June 3, 2024

Subject: **Vendor & Payroll Warrants**

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

Total of vendor warrants	$	8,756,990.60
Total of payroll warrants	$	5,253,848.25
Total	**$**	**14,010,838.85**

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

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

To the Board of Trustees: Meeting: June 13, 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: _____

May 2024

Fund	VENDOR WARRANTS	AMOUNT
010,050,060,080	General Fund (Incl Payroll A/P)	$5,045,221.05
120	Child Development Fund	$308,260.91
130	Cafeteria Fund	$466,247.98
140	Deferred Maintenance Fund	$42,684.25
210	Building Fund	$1,322,966.22
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	$1,532,113.35
	Subtotal	**$8,717,493.76**
088	Student Body Fund	$39,496.84
	Total Vendor Warrants	**$8,756,990.60**

	PAYROLL WARRANTS	
	10th of the month	$569,226.04
	EOM Payroll	$4,684,622.21
	AREA EOM	$0.00
	Manual Checks	$0.00
	Void Checks	$0.00
	Total Payroll Warrants	**$5,253,848.25**
	Grand Total All Warrants	**$14,010,838.85**

	From		To
AP Warrants used #	4023493	-	4024123
Payroll Direct Deposit Pay Stub used #	4772043	-	4773613
Payroll Checks used #	4406749	-	4406855

AP Check Register - Pivot Table Summary by Vendor
May 2024

Vendor Name	Date	Warrant #	Fund		Sum of Amount
4IMPRINT INC.	5/3/2024	4023502	010	$	1,804.98
			060	$	5,409.33
		4023525	010	$	6,529.45
	5/10/2024	4023618	010	$	1,072.98
			060	$	1,290.60
		4023670	010	$	793.85
	5/17/2024	4023744	010	$	1,739.53
		4023868	010	$	6,788.51
	5/24/2024	4023893	010	$	11,483.38
		4024004	010	$	341.00
4IMPRINT INC. Total				**$**	**37,253.61**
ACCURATE LABEL DESIGNS INC.	5/17/2024	4023723	010	$	267.95
ACCURATE LABEL DESIGNS INC. Total				**$**	**267.95**
ACE CHARTER SCHOOLS	5/17/2024	4023724	010	$	32,703.00
ACE CHARTER SCHOOLS Total				**$**	**32,703.00**
ACHIEVE KIDS	5/17/2024	4023763	080	$	18,274.00
		4023790	080	$	6,123.50
ACHIEVE KIDS Total				**$**	**24,397.50**
ACME PACIFIC REPAIRS INC.	5/3/2024	4023562	050	$	986.20
	5/31/2024	4024030	050	$	355.00
ACME PACIFIC REPAIRS INC. Total				**$**	**1,341.20**
ACOSTA, MIGUEL	5/31/2024	4024100	010	$	221.70
ACOSTA, MIGUEL Total				**$**	**221.70**
ACSA ACCOUNTS RECEIVABLE	5/24/2024	4023894	060	$	8,900.00
ACSA ACCOUNTS RECEIVABLE Total				**$**	**8,900.00**
AFTER SCHOOL MUSIC ACADEMY LLC	5/31/2024	4024065	060	$	89,500.00
AFTER SCHOOL MUSIC ACADEMY LLC Total				**$**	**89,500.00**
AIR FILTER/CONTROL	5/3/2024	4023589	060	$	7,392.05
AIR FILTER/CONTROL Total				**$**	**7,392.05**
ALAYNA AMEZCUA	5/17/2024	4023791	088	$	541.37
ALAYNA AMEZCUA Total				**$**	**541.37**
ALBERT I. SALCIDO	5/24/2024	4023957	010	$	706.22
ALBERT I. SALCIDO Total				**$**	**706.22**
ALCATRAZ CRUISES LLC	5/9/2024	4023612	060	$	103.80
ALCATRAZ CRUISES LLC Total				**$**	**103.80**
ALECIA KELLEY	5/24/2024	4023974	010	$	52.00
ALECIA KELLEY Total				**$**	**52.00**
ALEJANDRA TORRES	5/24/2024	4023975	010	$	60.95
ALEJANDRA TORRES Total				**$**	**60.95**
ALETTE M. C. BROOKS	5/10/2024	4023644	080	$	9,687.50
ALETTE M. C. BROOKS Total				**$**	**9,687.50**
ALFREDO CASTANEDA	5/17/2024	4023840	060	$	3,000.00
ALFREDO CASTANEDA Total				**$**	**3,000.00**
ALIA	5/17/2024	4023792	060	$	17,136.36
ALIA Total				**$**	**17,136.36**
ALISA BAKER	5/10/2024	4023645	080	$	22,200.00
ALISA BAKER Total				**$**	**22,200.00**
ALIXE K. DELA CRUZ	5/24/2024	4023976	010	$	75.00
ALIXE K. DELA CRUZ Total				**$**	**75.00**
ALLIED REFRIGERATION INC.	5/24/2024	4023941	050	$	2,261.74

AP Check Register - Pivot Table Summary by Vendor
May 2024

Vendor Name	Date	Warrant #	Fund		Sum of Amount
ALLIED REFRIGERATION INC.	5/31/2024	4024088	050	$	1,478.50
ALLIED REFRIGERATION INC. Total				$	3,740.24
ALPHA PUBLIC SCHOOLS INC.	5/17/2024	4023725	010	$	145,342.00
ALPHA PUBLIC SCHOOLS INC. Total				$	145,342.00
ALUM ROCK #305	5/30/2024	4024015	010	$	434.00
ALUM ROCK #305 Total				$	434.00
ALUM ROCK ADMINISTRATORS ASSOC	5/30/2024	4024016	010	$	560.00
ALUM ROCK ADMINISTRATORS ASSOC Total				$	560.00
AMAZON.COM LLC	5/3/2024	4023526	010	$	161.83
		4023541	010	$	4,695.48
	5/10/2024	4023619	010	$	3,457.89
			060	$	641.60
		4023646	010	$	1,142.70
		4023690	060	$	82.10
	5/17/2024	4023745	010	$	246.07
		4023764	010	$	883.78
		4023775	010	$	636.79
			060	$	208.30
		4023841	010	$	142.44
		4023869	010	$	144.91
	5/24/2024	4023914	080	$	69.67
		4023931	010	$	426.96
		4024005	010	$	32.80
			130	$	197.47
	5/31/2024	4024066	010	$	172.03
		4024101	010	$	1,427.67
AMAZON.COM LLC Total				$	14,770.49
AMC CARD PROCESSING SERVICES	5/23/2024	4023891	060	$	1,153.90
AMC CARD PROCESSING SERVICES Total				$	1,153.90
AMERICAN FIDELITY ASSURANCE	5/30/2024	4024017	010	$	12,795.56
AMERICAN FIDELITY ASSURANCE Total				$	12,795.56
AMERICAN FIDELITY ASSURANCE CO	5/30/2024	4024018	010	$	29,625.88
AMERICAN FIDELITY ASSURANCE CO Total				$	29,625.88
AMY ELIZABETH RODRIGUES	5/10/2024	4023691	010	$	52.26
AMY ELIZABETH RODRIGUES Total				$	52.26
ANDRE BOUDIN BAKERIES	5/24/2024	4023895	010	$	848.18
		4023991	010	$	460.25
	5/31/2024	4024046	010	$	395.47
		4024067	060	$	585.02
ANDRE BOUDIN BAKERIES Total				$	2,288.92
ANDREA ELIZABETH MORTON	5/3/2024	4023503	080	$	17.23
ANDREA ELIZABETH MORTON Total				$	17.23
ANDRES QUINTERO QUINTERO	5/17/2024	4023842	010	$	2,490.00
ANDRES QUINTERO QUINTERO Total				$	2,490.00
ANTHONY COLONNA	5/17/2024	4023843	010	$	197.68
ANTHONY COLONNA Total				$	197.68
ANTIPASTOS	5/17/2024	4023776	010	$	415.29
	5/24/2024	4023958	060	$	612.00
		4023992	010	$	314.94
	5/31/2024	4024047	010	$	415.29

AP Check Register - Pivot Table Summary by Vendor
May 2024

Vendor Name	Date	Warrant #	Fund	Sum of Amount
ANTIPASTOS Total				**$ 1,757.52**
AON RISK INSURANCE SERVICES	5/10/2024	4023692	670	$ 370.00
	5/17/2024	4023870	010	$ 90,483.00
AON RISK INSURANCE SERVICES Total				**$ 90,853.00**
ARC ALTERNATIVES	5/17/2024	4023844	210	$ 5,575.84
ARC ALTERNATIVES Total				**$ 5,575.84**
ASSOCIATION OF CALIFORNIA	5/30/2024	4024019	010	$ 3,337.22
ASSOCIATION OF CALIFORNIA Total				**$ 3,337.22**
AT&T	5/23/2024	4023889	010	$ 3,631.43
AT&T Total				**$ 3,631.43**
BALLOONATICS INC.	5/31/2024	4024102	010	$ 215.12
BALLOONATICS INC. Total				**$ 215.12**
BARBARA J. SMITH	5/31/2024	4024103	010	$ 221.70
BARBARA J. SMITH Total				**$ 221.70**
BARNES AND NOBLE	5/3/2024	4023504	060	$ 104.84
		4023542	010	$ 241.24
	5/17/2024	4023726	060	$ 2,903.35
		4023793	060	$ 2,830.44
BARNES AND NOBLE Total				**$ 6,079.87**
BAUDVILLE INC.	5/10/2024	4023620	010	$ 650.13
BAUDVILLE INC. Total				**$ 650.13**
BAY ALARM COMPANY	5/17/2024	4023845	010	$ 200.00
BAY ALARM COMPANY Total				**$ 200.00**
BAY AREA FLOOR MACHINE	5/3/2024	4023590	010	$ 966.11
	5/17/2024	4023819	010	$ 386.95
		4023846	010	$ 221.65
	5/24/2024	4023942	010	$ 108.11
BAY AREA FLOOR MACHINE Total				**$ 1,682.82**
BERPL INC	5/10/2024	4023621	060	$ 5,110.00
BERPL INC Total				**$ 5,110.00**
BIANCA ORTIZ	5/24/2024	4024006	080	$ 22.78
BIANCA ORTIZ Total				**$ 22.78**
BIOMETRICS4ALL INC.	5/17/2024	4023777	010	$ 34.50
BIOMETRICS4ALL INC. Total				**$ 34.50**
BLACK OAK SPEECH THERAPY, INC.	5/10/2024	4023647	080	$ 13,728.75
BLACK OAK SPEECH THERAPY, INC. Total				**$ 13,728.75**
BLICK ART MATERIALS LLC	5/17/2024	4023727	010	$ 3,267.44
		4023794	010	$ 196.78
		4023871	010	$ 65.46
BLICK ART MATERIALS LLC Total				**$ 3,529.68**
BLUETRITON BRANDS INC.	5/9/2024	4023610	010	$ 192.41
	5/10/2024	4023616	010	$ 198.09
			080	$ 49.94
	5/16/2024	4023714	010	$ 447.85
	5/23/2024	4023890	010	$ 1,093.59
			050	$ 145.05
	5/30/2024	4024012	010	$ 359.10
			080	$ 84.64
BLUETRITON BRANDS INC. Total				**$ 2,570.67**
BLUSKY RESTORATION CONTRACTORS	5/24/2024	4023959	140	$ 38,684.25

AP Check Register - Pivot Table Summary by Vendor
May 2024

Vendor Name	Date	Warrant #	Fund	Sum of Amount
BLUSKY RESTORATION CONTRACTORS Total				**$ 38,684.25**
BOOKNOOK	5/3/2024	4023505	060	$ 1,500.00
BOOKNOOK Total				**$ 1,500.00**
BOSCO CONSTRUCTION SERVICES	5/3/2024	4023563	210	$ 10,523.82
BOSCO CONSTRUCTION SERVICES Total				**$ 10,523.82**
BRIAN RAPAIDO	5/31/2024	4024048	060	$ 2,400.00
BRIAN RAPAIDO Total				**$ 2,400.00**
BROWN INDUSTRIES INC.	5/17/2024	4023728	130	$ 64.05
	5/24/2024	4023915	130	$ 64.05
BROWN INDUSTRIES INC. Total				**$ 128.10**
BSN SPORTS LLC	5/10/2024	4023693	010	$ 292.02
BSN SPORTS LLC Total				**$ 292.02**
CALIFORNIA CATERING CAFE	5/17/2024	4023746	010	$ 1,809.77
CALIFORNIA CATERING CAFE Total				**$ 1,809.77**
CALIFORNIA NATIVE GARDEN	5/17/2024	4023778	060	$ 7,239.00
CALIFORNIA NATIVE GARDEN Total				**$ 7,239.00**
CALIFORNIA NEWSPAPERS	5/10/2024	4023622	010	$ 4,740.12
CALIFORNIA NEWSPAPERS Total				**$ 4,740.12**
CALIFORNIA SCHOOL NURSES ORG	5/31/2024	4024068	010	$ 1,285.00
CALIFORNIA SCHOOL NURSES ORG Total				**$ 1,285.00**
CALIFORNIA SPORT DESIGN	5/31/2024	4024069	010	$ 6,450.47
CALIFORNIA SPORT DESIGN Total				**$ 6,450.47**
CALIFORNIA TEACHERS ASSOC	5/10/2024	4023671	060	$ 392.00
CALIFORNIA TEACHERS ASSOC Total				**$ 392.00**
CAL-STEAM INC.	5/24/2024	4023943	050	$ 825.37
CAL-STEAM INC. Total				**$ 825.37**
CANON FINANCIAL SERVICES INC.	5/10/2024	4023617	010	$ 9,084.35
			060	$ 4,060.01
			050	$ 127.97
			080	$ 421.13
			130	$ 446.22
			210	$ 127.97
	5/30/2024	4024013	010	$ 6,330.26
			060	$ 1,617.66
			080	$ 197.98
CANON FINANCIAL SERVICES INC. Total				**$ 22,413.55**
CAO, DOAN	5/17/2024	4023847	010	$ 435.80
CAO, DOAN Total				**$ 435.80**
CARAHSOFT TECHNOLOGY CORP	5/17/2024	4023837	010	$ 1,412.82
	5/31/2024	4024027	010	$ 747.86
CARAHSOFT TECHNOLOGY CORP Total				**$ 2,160.68**
CARLOS C TRIPODI	5/17/2024	4023848	010	$ 67.00
CARLOS C TRIPODI Total				**$ 67.00**
CARLOS RAMIREZ	5/10/2024	4023672	010	$ 54.69
CARLOS RAMIREZ Total				**$ 54.69**
CARMELINA BAUTISTA	5/10/2024	4023694	010	$ 48.24
CARMELINA BAUTISTA Total				**$ 48.24**
CAROLINA BIOLOGICAL SUPPLY	5/31/2024	4024031	010	$ 130.15
CAROLINA BIOLOGICAL SUPPLY Total				**$ 130.15**
CDW LLC	5/3/2024	4023506	010	$ 665.78

AP Check Register - Pivot Table Summary by Vendor
May 2024

Vendor Name	Date	Warrant #	Fund	Sum of Amount
CDW LLC	5/3/2024	4023543	120	$ 966.36
	5/17/2024	4023729	210	$ 20,584.38
	5/24/2024	4023896	010	$ 332.89
	5/31/2024	4024070	010	$ 1,043.18
CDW LLC Total				**$ 23,592.59**
CEDAR FAIR	5/9/2024	4023613	010	$ 949.75
CEDAR FAIR Total				**$ 949.75**
CENGAGE LEARNING INC	5/3/2024	4023544	060	$ 6,018.92
CENGAGE LEARNING INC Total				**$ 6,018.92**
CharterUP LLC	5/24/2024	4023961	010	$ 1,735.84
CharterUP LLC Total				**$ 1,735.84**
CHILDREN'S MUSICAL THEATER	5/3/2024	4023527	060	$ 7,520.00
CHILDREN'S MUSICAL THEATER Total				**$ 7,520.00**
CHRISTINA RAQUEDAN	5/10/2024	4023648	080	$ 240.21
CHRISTINA RAQUEDAN Total				**$ 240.21**
CHRISTOPHER CARLSON	5/31/2024	4024104	010	$ 435.80
CHRISTOPHER CARLSON Total				**$ 435.80**
CINTAS CORPORATION	5/3/2024	4023591	010	$ 349.40
			050	$ 79.33
	5/17/2024	4023820	010	$ 384.64
			050	$ 148.73
	5/24/2024	4023916	010	$ 18.60
		4023944	010	$ 376.48
			050	$ 65.45
	5/31/2024	4024089	010	$ 330.12
			050	$ 65.45
CINTAS CORPORATION Total				**$ 1,818.20**
CIRQUE DU SOLEIL AMERICA NEWCO	5/15/2024	4023706	060	$ 2,500.00
CIRQUE DU SOLEIL AMERICA NEWCO Total				**$ 2,500.00**
CITY OF FREMONT	5/24/2024	4023960	010	$ 660.00
CITY OF FREMONT Total				**$ 660.00**
CITY OF SAN JOSE	5/2/2024	4023493	060	$ 572.00
CITY OF SAN JOSE Total				**$ 572.00**
COAST DESIGNS	5/24/2024	4023897	010	$ 593.81
COAST DESIGNS Total				**$ 593.81**
COIN TOSS VENTURES INC.	5/20/2024	4023884	088	$ 1,200.00
COIN TOSS VENTURES INC. Total				**$ 1,200.00**
COLORBOX GRAPHICS INC.	5/17/2024	4023821	050	$ 1,618.51
COLORBOX GRAPHICS INC. Total				**$ 1,618.51**
CONNIE VILLALOVOS	5/3/2024	4023545	010	$ 435.80
CONNIE VILLALOVOS Total				**$ 435.80**
CONSORTIUM ON REACHING	5/17/2024	4023730	060	$ 16,666.68
CONSORTIUM ON REACHING Total				**$ 16,666.68**
CORNEJOS CATERING INC	5/3/2024	4023528	010	$ 2,700.00
CORNEJOS CATERING INC Total				**$ 2,700.00**
COUNTY BUILDING MATERIALS INC.	5/24/2024	4023945	050	$ 848.00
COUNTY BUILDING MATERIALS INC. Total				**$ 848.00**
CREAM CO. LLC	5/3/2024	4023564	130	$ 9,263.00
	5/31/2024	4024032	130	$ 6,367.00
CREAM CO. LLC Total				**$ 15,630.00**

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Vendor Name	Date	Warrant #	Fund	Sum of Amount
CREATIVE LEARNING CENTER	5/24/2024	4023917	080	$ 11,058.00
CREATIVE LEARNING CENTER Total				**$ 11,058.00**
CROWN CASTLE INTERNATIONAL	5/31/2024	4024028	010	$ 2,469.84
CROWN CASTLE INTERNATIONAL Total				**$ 2,469.84**
CRYSTAL CREAMERY INC.	5/23/2024	4023885	130	$ 53,322.85
CRYSTAL CREAMERY INC. Total				**$ 53,322.85**
CSEA VICTORY CLUB	5/30/2024	4024020	010	$ 89.00
CSEA VICTORY CLUB Total				**$ 89.00**
CTBOOK HOLDINGS LLC	5/10/2024	4023649	060	$ 5,142.32
CTBOOK HOLDINGS LLC Total				**$ 5,142.32**
CUSTOMINK PARENT LLC	5/10/2024	4023623	010	$ 899.49
		4023650	010	$ 2,508.05
CUSTOMINK PARENT LLC Total				**$ 3,407.54**
DAISY MADRIGAL	5/17/2024	4023822	010	$ 904.64
		4023849	010	$ 996.88
DAISY MADRIGAL Total				**$ 1,901.52**
DANNIS WOLIVER KELLY	5/17/2024	4023850	010	$ 8,491.00
	5/31/2024	4024105	010	$ 4,615.00
DANNIS WOLIVER KELLY Total				**$ 13,106.00**
DARI, ANISHA	5/24/2024	4023977	010	$ 189.60
DARI, ANISHA Total				**$ 189.60**
DBA: ELMA'S CATERING & EVENTS	5/10/2024	4023673	010	$ 556.91
	5/24/2024	4023962	060	$ 546.57
	5/31/2024	4024033	010	$ 481.03
DBA: ELMA'S CATERING & EVENTS Total				**$ 1,584.51**
DBA: PALACE BUSINESS SOLUTIONS	5/17/2024	4023836	010	$ 14,769.43
		4023839	010	$ 16,491.60
	5/24/2024	4023956	010	$ 15,996.50
	5/31/2024	4024090	010	$ 6,977.39
DBA: PALACE BUSINESS SOLUTIONS Total				**$ 54,234.92**
DEBRA DRENNAN	5/24/2024	4023898	120	$ 1,000.00
DEBRA DRENNAN Total				**$ 1,000.00**
DELTA DENTAL	5/3/2024	4023579	670	$ 1,082.97
DELTA DENTAL Total				**$ 1,082.97**
DESIREE REYES	5/17/2024	4023795	010	$ 5.96
DESIREE REYES Total				**$ 5.96**
DOAN-TRANG THI NGUYEN LIM	5/17/2024	4023851	010	$ 39.80
DOAN-TRANG THI NGUYEN LIM Total				**$ 39.80**
DONNY TRAN	5/10/2024	4023674	010	$ 157.96
DONNY TRAN Total				**$ 157.96**
DSK LLP	5/31/2024	4024034	210	$ 29,400.25
DSK LLP Total				**$ 29,400.25**
DUNN-EDWARDS CORPORATION	5/24/2024	4023946	010	$ 673.05
DUNN-EDWARDS CORPORATION Total				**$ 673.05**
E.L. ACHIEVE INC.	5/31/2024	4024106	010	$ 22,564.09
E.L. ACHIEVE INC. Total				**$ 22,564.09**
EAST BAY REFRIGERATION INC.	5/17/2024	4023731	130	$ 722.74
	5/24/2024	4023918	130	$ 652.92
	5/31/2024	4024035	130	$ 1,394.92
EAST BAY REFRIGERATION INC. Total				**$ 2,770.58**

Vendor Name	Date	Warrant #	Fund	Sum of Amount
EAST BAY RESTAURANT SUPPLY INC	5/3/2024	4023507	060	$ 1,870.37
	5/24/2024	4023993	060	$ 106,833.60
EAST BAY RESTAURANT SUPPLY INC Total				**$ 108,703.97**
EDGES ELECTRICAL GROUP LLC	5/24/2024	4023947	050	$ 38.38
EDGES ELECTRICAL GROUP LLC Total				**$ 38.38**
EINSTEIN NOAH RESTAURANT	5/3/2024	4023508	010	$ 535.98
			060	$ 150.75
		4023565	010	$ 157.45
	5/10/2024	4023651	010	$ 208.03
		4023675	010	$ 660.62
		4023695	010	$ 154.35
	5/17/2024	4023747	010	$ 261.51
		4023779	010	$ 600.81
		4023796	010	$ 746.34
		4023823	010	$ 72.78
	5/24/2024	4023899	010	$ 184.49
		4023919	010	$ 234.42
		4023963	010	$ 242.01
		4023994	010	$ 184.10
		4024007	010	$ 223.72
	5/31/2024	4024049	010	$ 179.78
EINSTEIN NOAH RESTAURANT Total				**$ 4,797.14**
EMILY BETH MCCHRISTIAN	5/10/2024	4023696	010	$ 62.98
	5/24/2024	4023978	010	$ 226.92
EMILY BETH MCCHRISTIAN Total				**$ 289.90**
ENTERPRISE FM TRUST	5/16/2024	4023717	060	$ 3,433.78
ENTERPRISE FM TRUST Total				**$ 3,433.78**
ENTOURAGE IMAGING INC.	5/3/2024	4023566	010	$ 1,214.12
ENTOURAGE IMAGING INC. Total				**$ 1,214.12**
ENVIRONMENTAL SYSTEMS INC	5/31/2024	4024036	050	$ 20,596.04
ENVIRONMENTAL SYSTEMS INC Total				**$ 20,596.04**
ERIN DEVINE	5/10/2024	4023652	080	$ 17,467.50
ERIN DEVINE Total				**$ 17,467.50**
EVELYN CARILLO	5/17/2024	4023765	080	$ 1,483.32
EVELYN CARILLO Total				**$ 1,483.32**
EVELYN LOPEZ	5/10/2024	4023697	010	$ 141.10
EVELYN LOPEZ Total				**$ 141.10**
FEDEX	5/24/2024	4023995	010	$ 71.10
FEDEX Total				**$ 71.10**
FIERY GINGER FARM LLC	5/3/2024	4023567	130	$ 9,451.34
	5/17/2024	4023732	130	$ 2,321.28
	5/24/2024	4023964	130	$ 8,847.29
	5/31/2024	4024050	130	$ 21,037.62
		4024107	130	$ 6,748.53
FIERY GINGER FARM LLC Total				**$ 48,406.06**
FIRST BOOK	5/17/2024	4023797	010	$ 1,240.97
FIRST BOOK Total				**$ 1,240.97**
FIRST STUDENT INC.	5/17/2024	4023748	060	$ 2,808.34
		4023798	060	$ 3,077.00
	5/24/2024	4023920	060	$ 1,035.00

Vendor Name	Date	Warrant #	Fund	Sum of Amount
FIRST STUDENT INC.	5/31/2024	4024051	060	$ 2,884.13
		4024071	010	$ 1,432.20
			060	$ 1,349.07
FIRST STUDENT INC. Total				**$ 12,585.74**
FROG ENVIRONMENTAL. INC	5/17/2024	4023799	010	$ 472.00
FROG ENVIRONMENTAL. INC Total				**$ 472.00**
GABRIEL M DO VAL	5/31/2024	4024108	010	$ 221.70
GABRIEL M DO VAL Total				**$ 221.70**
GALILEO LEARNING LLC	5/3/2024	4023509	060	$ 268,125.00
GALILEO LEARNING LLC Total				**$ 268,125.00**
GARDA CL WEST	5/31/2024	4024037	010	$ 203.12
			130	$ 203.12
GARDA CL WEST Total				**$ 406.24**
GARDENLAND CENTER INC.	5/24/2024	4023948	050	$ 4,655.65
GARDENLAND CENTER INC. Total				**$ 4,655.65**
GEINAH LIM NIERRA	5/10/2024	4023624	010	$ 125.60
GEINAH LIM NIERRA Total				**$ 125.60**
GEORGE WILLIAM KLEIDON	5/3/2024	4023546	010	$ 115.24
GEORGE WILLIAM KLEIDON Total				**$ 115.24**
GEORGINA G. BAUTISTA	5/31/2024	4024109	010	$ 221.70
GEORGINA G. BAUTISTA Total				**$ 221.70**
GIRLS ON THE RUN OF SILICON	5/3/2024	4023529	010	$ 500.00
GIRLS ON THE RUN OF SILICON Total				**$ 500.00**
GKS EDUCATION LLC	5/10/2024	4023676	060	$ 2,625.00
	5/17/2024	4023780	060	$ 5,215.00
		4023872	060	$ 4,830.00
GKS EDUCATION LLC Total				**$ 12,670.00**
GLATFELTER UNDERWRITERS	5/10/2024	4023698	010	$ 574.60
GLATFELTER UNDERWRITERS Total				**$ 574.60**
GLEN PRICE GROUP	5/3/2024	4023568	060	$ 49,976.00
	5/31/2024	4024091	010	$ 18,500.00
GLEN PRICE GROUP Total				**$ 68,476.00**
GLORIA ELENA SERMENO	5/3/2024	4023569	088	$ 1,021.78
	5/17/2024	4023749	010	$ 2,780.86
	5/24/2024	4023900	010	$ 1,697.17
GLORIA ELENA SERMENO Total				**$ 5,499.81**
GOLD STAR FOODS	5/16/2024	4023718	130	$ 155,652.55
GOLD STAR FOODS Total				**$ 155,652.55**
GRADUATION SOLUTIONS LLC	5/31/2024	4024038	060	$ 72.57
		4024072	060	$ 246.91
GRADUATION SOLUTIONS LLC Total				**$ 319.48**
GUITAR CENTER STORES INC.	5/10/2024	4023625	010	$ 164.05
GUITAR CENTER STORES INC. Total				**$ 164.05**
GUY L. BETANCOURT	5/10/2024	4023653	060	$ 400.00
GUY L. BETANCOURT Total				**$ 400.00**
HAPPY HOLLOW PARK	5/2/2024	4023494	060	$ 1,123.00
		4023495	060	$ 910.00
		4023496	060	$ 847.00
	5/9/2024	4023603	060	$ 1,145.00
		4023608	060	$ 1,056.00

Vendor Name	Date	Warrant #	Fund	Sum of Amount
HAPPY HOLLOW PARK	5/9/2024	4023609	060	$ 308.00
	5/16/2024	4023711	060	$ 715.00
	5/23/2024	4023886	060	$ 481.00
		4023892	088	$ 1,123.00
HAPPY HOLLOW PARK Total				**$ 7,708.00**
HARRY L. MURPHY INC.	5/31/2024	4024092	140	$ 4,000.00
HARRY L. MURPHY INC. Total				**$ 4,000.00**
HERNANDEZ, KARINA	5/31/2024	4024110	060	$ 45.50
HERNANDEZ, KARINA Total				**$ 45.50**
HICKLEBEES INC	5/31/2024	4024052	060	$ 34.57
HICKLEBEES INC Total				**$ 34.57**
HOME DEPOT U.S.A. INC.	5/3/2024	4023592	050	$ 3,362.12
	5/10/2024	4023626	010	$ 190.04
	5/17/2024	4023750	010	$ 276.90
	5/24/2024	4023996	050	$ 1,286.82
	5/31/2024	4024039	050	$ 3,496.98
		4024053	010	$ 169.46
HOME DEPOT U.S.A. INC. Total				**$ 8,782.32**
HORIZON DISTRIBUTORS INC	5/31/2024	4024093	050	$ 200.32
HORIZON DISTRIBUTORS INC Total				**$ 200.32**
HUYNH, VAN	5/24/2024	4023979	010	$ 20.00
HUYNH, VAN Total				**$ 20.00**
IDN INC	5/3/2024	4023593	050	$ 38.48
	5/17/2024	4023824	050	$ 639.84
IDN INC Total				**$ 678.32**
INGRID GRACIANO	5/24/2024	4023980	010	$ 32.91
INGRID GRACIANO Total				**$ 32.91**
INTERNATIONAL ASSOCIATION FOR	5/17/2024	4023751	060	$ 2,700.00
		4023800	060	$ 1,600.00
	5/31/2024	4024040	060	$ 400.00
		4024111	060	$ 500.00
INTERNATIONAL ASSOCIATION FOR Total				**$ 5,200.00**
IRINA P SEGAMI YAGI	5/17/2024	4023752	060	$ 52.93
IRINA P SEGAMI YAGI Total				**$ 52.93**
ITSAVVY LLC	5/10/2024	4023627	060	$ 3,192.07
ITSAVVY LLC Total				**$ 3,192.07**
J.W. PEPPER & SON INC.	5/17/2024	4023825	010	$ 130.08
			060	$ 25.22
		4023852	010	$ 79.97
J.W. PEPPER & SON INC. Total				**$ 235.27**
JACQUIE SAPORITO	5/17/2024	4023853	010	$ 645.00
JACQUIE SAPORITO Total				**$ 645.00**
JANE R DE JESUS	5/24/2024	4023981	010	$ 60.91
JANE R DE JESUS Total				**$ 60.91**
JAZZY LIEN NGUYEN	5/17/2024	4023854	130	$ 171.77
JAZZY LIEN NGUYEN Total				**$ 171.77**
JENNIFER DE JESUS	5/30/2024	4024014	060	$ 16,122.00
JENNIFER DE JESUS Total				**$ 16,122.00**
JENNIFER SCHEXNAYDER	5/24/2024	4023965	120	$ 5,665.00
JENNIFER SCHEXNAYDER Total				**$ 5,665.00**

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Vendor Name	Date	Warrant #	Fund	Sum of Amount
JENNIFER TIMMINS	5/3/2024	4023580	060	$ 40.87
JENNIFER TIMMINS Total				**$ 40.87**
JENNY HOANG TRAN	5/24/2024	4024008	010	$ 50.00
JENNY HOANG TRAN Total				**$ 50.00**
JESUS L ARAUJO JR	5/3/2024	4023547	010	$ 152.10
	5/10/2024	4023677	010	$ 456.78
		4023699	010	$ 93.82
	5/24/2024	4023982	010	$ 46.80
JESUS L ARAUJO JR Total				**$ 749.50**
JORDAN KNIGHTON ARCHITECTS INC	5/31/2024	4024041	210	$ 15,230.00
JORDAN KNIGHTON ARCHITECTS INC Total				**$ 15,230.00**
JOURNEYED.COM INC.	5/17/2024	4023733	010	$ 140.00
		4023801	060	$ 1,080.08
JOURNEYED.COM INC. Total				**$ 1,220.08**
KAREN ITZAMARA MARCOS	5/10/2024	4023654	080	$ 38.19
	5/31/2024	4024112	080	$ 35.51
KAREN ITZAMARA MARCOS Total				**$ 73.70**
KATRINA ZHANG	5/17/2024	4023734	130	$ 70.96
KATRINA ZHANG Total				**$ 70.96**
KEENAN & ASSOCIATES	5/3/2024	4023581	670	$ 112,363.00
		4023582	670	$ 11,143.00
	5/9/2024	4023604	670	$ 251,031.38
KEENAN & ASSOCIATES Total				**$ 374,537.38**
KELLY SPICERS INC	5/10/2024	4023628	010	$ 2,175.72
KELLY SPICERS INC Total				**$ 2,175.72**
KEVIN DAVID WEBSTER	5/10/2024	4023655	080	$ 71.02
KEVIN DAVID WEBSTER Total				**$ 71.02**
KEVIN MATTHEW FRANK	5/17/2024	4023802	060	$ 96.79
KEVIN MATTHEW FRANK Total				**$ 96.79**
KHAI Q. TRAN	5/31/2024	4024094	050	$ 1,100.00
KHAI Q. TRAN Total				**$ 1,100.00**
KIDANGO INC.	5/24/2024	4023997	120	$ 129,032.95
KIDANGO INC. Total				**$ 129,032.95**
KIPP HEARTWOOD ACADEMY	5/17/2024	4023735	010	$ 155,613.00
KIPP HEARTWOOD ACADEMY Total				**$ 155,613.00**
LAKESHORE EQUIPMENT COMPANY	5/3/2024	4023530	010	$ 4,614.67
			080	$ 794.28
		4023548	060	$ 29.08
	5/10/2024	4023629	010	$ 2,380.55
			060	$ 522.59
	5/17/2024	4023736	010	$ 1,548.53
			120	$ 80.94
		4023803	010	$ 31.31
	5/24/2024	4023932	060	$ 845.75
			120	$ 20,835.90
	5/31/2024	4024073	060	$ 1,970.48
LAKESHORE EQUIPMENT COMPANY Total				**$ 33,654.08**
LATOYA BROWN	5/24/2024	4023983	010	$ 107.51
LATOYA BROWN Total				**$ 107.51**
LAURA ANGELES	5/24/2024	4023984	130	$ 150.00

Vendor Name	Date	Warrant #	Fund	Sum of Amount
LAURA ANGELES Total				**$ 150.00**
LAURA JANE HINSCH BEDARD	5/10/2024	4023678	010	$ 61.66
LAURA JANE HINSCH BEDARD Total				**$ 61.66**
LDP INC	5/17/2024	4023873	060	$ 20,514.43
LDP INC Total				**$ 20,514.43**
LEE, LATOYA	5/24/2024	4024009	010	$ 1,632.32
LEE, LATOYA Total				**$ 1,632.32**
LEGO BRAND RETAIL INC.	5/17/2024	4023781	120	$ 6,822.54
	5/24/2024	4023901	060	$ 9,998.99
LEGO BRAND RETAIL INC. Total				**$ 16,821.53**
LEON NORRINGTON	5/24/2024	4023985	010	$ 6,855.17
LEON NORRINGTON Total				**$ 6,855.17**
LEO'S COMMERCIAL TIRE INC	5/17/2024	4023826	050	$ 370.81
	5/24/2024	4023998	050	$ 2,353.25
LEO'S COMMERCIAL TIRE INC Total				**$ 2,724.06**
LET'S TRAVEL	5/3/2024	4023531	060	$ 26,407.30
		4023570	010	$ 1,919.76
	5/10/2024	4023679	060	$ 3,959.84
LET'S TRAVEL Total				**$ 32,286.90**
LIFELINE SALES CORP	5/16/2024	4023719	130	$ 56,627.30
	5/23/2024	4023887	130	$ 36,357.78
LIFELINE SALES CORP Total				**$ 92,985.08**
LILIA RAMIREZ	5/17/2024	4023804	130	$ 32.42
LILIA RAMIREZ Total				**$ 32.42**
LITERACY RESOURCES LLC	5/10/2024	4023630	060	$ 208.94
		4023656	120	$ 2,193.76
	5/17/2024	4023766	060	$ 866.20
LITERACY RESOURCES LLC Total				**$ 3,268.90**
LITTLE HEROES	5/16/2024	4023716	010	$ 17,507.50
			060	$ 31,962.50
LITTLE HEROES Total				**$ 49,470.00**
LMZ INC.	5/3/2024	4023532	060	$ 288.30
LMZ INC. Total				**$ 288.30**
LOGO LOCKER LLC	5/17/2024	4023827	088	$ 2,233.13
LOGO LOCKER LLC Total				**$ 2,233.13**
LORE LLC	5/3/2024	4023571	060	$ 9,000.00
LORE LLC Total				**$ 9,000.00**
LOWES COMPANIES INC.	5/3/2024	4023594	050	$ 578.43
	5/24/2024	4023949	050	$ 519.31
		4023999	050	$ 4,636.04
	5/31/2024	4024054	050	$ 47.75
LOWES COMPANIES INC. Total				**$ 5,781.53**
LOZANO SMITH LLP	5/3/2024	4023510	060	$ 225.00
	5/17/2024	4023855	080	$ 7,387.50
		4023874	010	$ 6,158.50
	5/31/2024	4024074	010	$ 381.50
LOZANO SMITH LLP Total				**$ 14,152.50**
LUIS ABRAHAM TORRES	5/3/2024	4023583	080	$ 48.91
LUIS ABRAHAM TORRES Total				**$ 48.91**
LUX BUS AMERICA CO.	5/10/2024	4023631	060	$ 6,055.28

Vendor Name	Date	Warrant #	Fund	Sum of Amount
LUX BUS AMERICA CO.	5/24/2024	4023902	060	$ 2,293.02
		4024010	010	$ 1,441.78
LUX BUS AMERICA CO. Total				**$ 9,790.08**
LY, NANCY BANIT	5/24/2024	4023903	010	$ 221.70
LY, NANCY BANIT Total				**$ 221.70**
MAI, TINA	5/24/2024	4023986	010	$ 57.73
MAI, TINA Total				**$ 57.73**
MANUEL VILLALOVOS	5/31/2024	4024113	010	$ 221.70
MANUEL VILLALOVOS Total				**$ 221.70**
MARIA CARMELITA PEREZ SUAREZ	5/3/2024	4023584	060	$ 246.89
	5/31/2024	4024055	060	$ 336.60
MARIA CARMELITA PEREZ SUAREZ Total				**$ 583.49**
MARIA CARMINA OROZCO	5/16/2024	4023712	010	$ 104.52
MARIA CARMINA OROZCO Total				**$ 104.52**
MARIA DE JESUS ESPINOZA	5/17/2024	4023856	010	$ 107.20
MARIA DE JESUS ESPINOZA Total				**$ 107.20**
MARIA ELENA CASTILLO	5/24/2024	4023987	010	$ 150.00
MARIA ELENA CASTILLO Total				**$ 150.00**
MARIA NATIVIDAD	5/24/2024	4023988	010	$ 109.55
MARIA NATIVIDAD Total				**$ 109.55**
MARIAN PAULSON	5/24/2024	4023989	010	$ 11.39
MARIAN PAULSON Total				**$ 11.39**
MAXIM HEALTHCARE SERVICES	5/10/2024	4023700	060	$ 29,250.00
			080	$ 110,413.77
	5/24/2024	4023921	080	$ 91,387.75
MAXIM HEALTHCARE SERVICES Total				**$ 231,051.52**
MCGRATH RENTCORP AND	5/17/2024	4023753	210	$ 101,305.01
MCGRATH RENTCORP AND Total				**$ 101,305.01**
MCKINLEY ELEVATOR CORPORATION	5/3/2024	4023595	050	$ 200.00
	5/17/2024	4023828	050	$ 400.00
MCKINLEY ELEVATOR CORPORATION Total				**$ 600.00**
METLIFE SMALL MARKET	5/3/2024	4023585	010	$ 2,409.19
METLIFE SMALL MARKET Total				**$ 2,409.19**
MEXICO BAKERY INC	5/31/2024	4024056	010	$ 12,235.23
		4024075	010	$ 721.64
MEXICO BAKERY INC Total				**$ 12,956.87**
MID AMERICA ADMINISTRATION	5/30/2024	4024021	010	$ 11,545.28
MID AMERICA ADMINISTRATION Total				**$ 11,545.28**
MIKES SHY NON SHIRTS INC.	5/31/2024	4024076	010	$ 726.14
MIKES SHY NON SHIRTS INC. Total				**$ 726.14**
MILLENNIUM OPERATION LLC	5/9/2024	4023605	060	$ 1,823.52
	5/15/2024	4023707	088	$ 3,988.95
MILLENNIUM OPERATION LLC Total				**$ 5,812.47**
MIRACLE PLAYSYSTEMS INC.	5/17/2024	4023857	210	$ 51,177.35
MIRACLE PLAYSYSTEMS INC. Total				**$ 51,177.35**
MONA ANDERSON	5/31/2024	4024114	010	$ 435.80
MONA ANDERSON Total				**$ 435.80**
MONARCH TRUCK SERVICE	5/17/2024	4023805	010	$ 105.74
		4023829	010	$ 167.68
	5/24/2024	4023922	010	$ 167.91

Vendor Name	Date	Warrant #	Fund	Sum of Amount
MONARCH TRUCK SERVICE	5/31/2024	4024077	010	$ 395.09
MONARCH TRUCK SERVICE Total				**$ 836.42**
MONTALVO ARTS CENTER	5/17/2024	4023830	060	$ 1,100.00
MONTALVO ARTS CENTER Total				**$ 1,100.00**
MONTEREY COUNTY OFFICE OF	5/24/2024	4023966	060	$ 50.00
MONTEREY COUNTY OFFICE OF Total				**$ 50.00**
MUS VIL INC.	5/10/2024	4023632	010	$ 1,035.78
	5/17/2024	4023767	010	$ 3,027.15
	5/24/2024	4023923	010	$ 72.75
	5/31/2024	4024078	010	$ 1,149.13
MUS VIL INC. Total				**$ 5,284.81**
MUSIC IN MOTION	5/17/2024	4023858	010	$ 4,101.84
	5/31/2024	4024057	010	$ 1,569.45
MUSIC IN MOTION Total				**$ 5,671.29**
MUSIC IS ELEMENTARY INC.	5/17/2024	4023806	010	$ 4,565.38
	5/24/2024	4023924	010	$ 351.09
MUSIC IS ELEMENTARY INC. Total				**$ 4,916.47**
MUSICIAN'S FRIEND, INC.	5/3/2024	4023511	060	$ 82.02
MUSICIAN'S FRIEND, INC. Total				**$ 82.02**
NANCY ANN HADDOX	5/17/2024	4023782	010	$ 316.88
NANCY ANN HADDOX Total				**$ 316.88**
NCS PEARSON INC.	5/10/2024	4023633	080	$ 384.91
	5/17/2024	4023737	080	$ 75.85
		4023859	080	$ 60.00
NCS PEARSON INC. Total				**$ 520.76**
NEW TEACHER CENTER	5/24/2024	4023933	120	$ 2,500.00
NEW TEACHER CENTER Total				**$ 2,500.00**
NINYO & MOORE GEOTECHNICAL AND	5/3/2024	4023533	210	$ 3,380.50
		4023572	210	$ 11,195.50
	5/24/2024	4024000	210	$ 5,829.50
NINYO & MOORE GEOTECHNICAL AND Total				**$ 20,405.50**
NO TEARS LEARNING INC.	5/10/2024	4023634	010	$ 1,353.52
NO TEARS LEARNING INC. Total				**$ 1,353.52**
NOES JUMPERS	5/31/2024	4024058	010	$ 675.00
NOES JUMPERS Total				**$ 675.00**
NOR CAL FUNDRAISING	5/10/2024	4023701	088	$ 1,872.00
NOR CAL FUNDRAISING Total				**$ 1,872.00**
OCCUPATIONAL HEALTH CTR OF CA	5/17/2024	4023783	010	$ 387.00
OCCUPATIONAL HEALTH CTR OF CA Total				**$ 387.00**
OCML, INC. DBA:THE STAGE DEPOT	5/24/2024	4023925	088	$ 4,912.37
OCML, INC. DBA:THE STAGE DEPOT Total				**$ 4,912.37**
ODP BUSINESS SOLUTIONS	5/10/2024	4023680	010	$ 426.59
ODP BUSINESS SOLUTIONS Total				**$ 426.59**
OFFICE DEPOT BUSINESS SOLUTION	5/3/2024	4023523	010	$ 2,378.70
			080	$ 54.85
			130	$ 552.21
			210	$ 134.52
		4023524	010	$ 1,580.86
			060	$ 1,417.07
			080	$ 684.08

AP Check Register - Pivot Table Summary by Vendor
May 2024

Vendor Name	Date	Warrant #	Fund	Sum of Amount
OFFICE DEPOT BUSINESS SOLUTION	5/3/2024	4023524	120	$ 36.89
		4023534	210	$ 3,686.34
		4023559	010	$ 2,556.79
			080	$ 400.96
			120	$ 724.36
		4023560	010	$ 9,463.84
		4023561	010	$ 4,485.57
		4023596	010	$ 165.10
	5/10/2024	4023669	010	$ 1,986.35
			050	$ 137.01
			080	$ 120.56
	5/17/2024	4023774	010	$ 3,400.11
			050	$ 59.03
			130	$ 257.02
		4023866	010	$ 3,386.29
		4023867	010	$ 2,806.67
			060	$ 1,005.04
		4023883	010	$ 2,805.29
	5/24/2024	4023912	010	$ 3,038.37
			060	$ 5,729.68
		4023913	010	$ 1,664.09
		4023968	010	$ 218.86
		4024002	010	$ 98.61
	5/31/2024	4024099	010	$ 2,778.97
			080	$ 66.34
			130	$ 185.99
OFFICE DEPOT BUSINESS SOLUTION Total				**$ 58,066.42**
ONE STONE APPAREL INC.	5/3/2024	4023512	010	$ 476.56
		4023597	088	$ 1,741.84
	5/10/2024	4023657	010	$ 753.00
		4023681	010	$ 1,250.94
	5/17/2024	4023738	130	$ 3,195.31
		4023807	010	$ 1,289.18
		4023875	010	$ 774.06
	5/31/2024	4024042	010	$ 128.20
		4024079	010	$ 444.84
ONE STONE APPAREL INC. Total				**$ 10,053.93**
O'REILLY AUTOMOTIVE STORES INC	5/17/2024	4023768	010	$ 2,045.03
	5/24/2024	4023967	010	$ 235.64
		4024001	010	$ 33.44
O'REILLY AUTOMOTIVE STORES INC Total				**$ 2,314.11**
ORLANDI TRAILER	5/24/2024	4023950	010	$ 915.71
ORLANDI TRAILER Total				**$ 915.71**
OTC DIRECT INC	5/3/2024	4023549	010	$ 670.45
			060	$ 114.93
	5/10/2024	4023635	010	$ 1,876.88
	5/17/2024	4023808	010	$ 264.34
		4023831	010	$ 177.05
OTC DIRECT INC Total				**$ 3,103.65**
PACIFIC EDUCATORS INC.	5/30/2024	4024022	010	$ 33.18

Vendor Name	Date	Warrant #	Fund	Sum of Amount
PACIFIC EDUCATORS INC. Total				$ 33.18
PACIFIC METRO ELECTRIC, INC	5/17/2024	4023860	210	$ 65,619.65
PACIFIC METRO ELECTRIC, INC Total				$ 65,619.65
PARTRIDGE CONSULTING INC.	5/3/2024	4023573	080	$ 6,000.00
	5/31/2024	4024115	080	$ 6,000.00
PARTRIDGE CONSULTING INC. Total				$ 12,000.00
PATRICIA RODRIGUEZ	5/3/2024	4023550	010	$ 23.17
	5/31/2024	4024116	060	$ 106.57
PATRICIA RODRIGUEZ Total				$ 129.74
PATRICK MANYAK	5/10/2024	4023682	010	$ 244.64
PATRICK MANYAK Total				$ 244.64
PAULA MCHALE ALLI	5/17/2024	4023832	010	$ 280.79
PAULA MCHALE ALLI Total				$ 280.79
PDQ INTERMEDIATE INC.	5/24/2024	4023934	010	$ 667.50
PDQ INTERMEDIATE INC. Total				$ 667.50
PEI-NEI LEE	5/17/2024	4023769	080	$ 109.00
PEI-NEI LEE Total				$ 109.00
PERMANENT FOOD SYSTEMS INC.	5/3/2024	4023513	130	$ 2,171.20
	5/24/2024	4023969	130	$ 3,810.00
PERMANENT FOOD SYSTEMS INC. Total				$ 5,981.20
PERRIN BERNANRD SUPOWITZ	5/16/2024	4023720	130	$ 16,451.07
PERRIN BERNANRD SUPOWITZ Total				$ 16,451.07
PERSEUS ASSOCIATES	5/31/2024	4024080	010	$ 4,237.50
PERSEUS ASSOCIATES Total				$ 4,237.50
PG&E	5/3/2024	4023500	010	$ 69.71
	5/16/2024	4023709	010	$ 217,859.67
PG&E Total				$ 217,929.38
Pixel Press Technology	5/10/2024	4023684	060	$ 3,652.85
Pixel Press Technology Total				$ 3,652.85
PIZZA MARIA	5/3/2024	4023535	060	$ 308.71
	5/24/2024	4024003	010	$ 240.59
PIZZA MARIA Total				$ 549.30
PLAY THERAPY SUPPLY LLC	5/3/2024	4023514	010	$ 175.93
	5/31/2024	4024043	010	$ 3,325.64
PLAY THERAPY SUPPLY LLC Total				$ 3,501.57
PLUSHY FEELY CORP	5/10/2024	4023636	060	$ 25,498.60
PLUSHY FEELY CORP Total				$ 25,498.60
POSITIVE PROMOTIONS INC	5/10/2024	4023683	010	$ 1,757.10
POSITIVE PROMOTIONS INC Total				$ 1,757.10
PRE-PAID LEGAL SERVICES INC.	5/30/2024	4024023	010	$ 226.81
PRE-PAID LEGAL SERVICES INC. Total				$ 226.81
PSYCHED SERVICES	5/24/2024	4023970	080	$ 11,000.00
PSYCHED SERVICES Total				$ 11,000.00
QI QIU	5/17/2024	4023861	010	$ 42.60
QI QIU Total				$ 42.60
QUADIENT, INC.	5/3/2024	4023515	010	$ 576.85
	5/31/2024	4024081	010	$ 576.85
QUADIENT, INC. Total				$ 1,153.70
RACHEL SAMPLES	5/10/2024	4023658	080	$ 20.97
RACHEL SAMPLES Total				$ 20.97

Vendor Name	Date	Warrant #	Fund	Sum of Amount
RAFAEL PAREDES	5/10/2024	4023659	080	$ 48.24
RAFAEL PAREDES Total				**$ 48.24**
RAINBOW RESOURCE CENTER INC	5/10/2024	4023637	060	$ 1,537.03
RAINBOW RESOURCE CENTER INC Total				**$ 1,537.03**
RANDALL E. KLEIN	5/3/2024	4023551	010	$ 273.00
	5/10/2024	4023660	120	$ 549.50
RANDALL E. KLEIN Total				**$ 822.50**
RAQUEL D HUMMEL	5/24/2024	4023990	010	$ 73.22
RAQUEL D HUMMEL Total				**$ 73.22**
REALLY GOOD STUFF LLC	5/3/2024	4023516	010	$ 67.75
		4023552	010	$ 68.85
	5/17/2024	4023809	120	$ 5,248.25
	5/24/2024	4023935	010	$ 956.76
REALLY GOOD STUFF LLC Total				**$ 6,341.61**
RECOLOGY SOUTH BAY	5/3/2024	4023553	010	$ 1,392.21
	5/16/2024	4023710	010	$ 18,495.98
	5/17/2024	4023833	010	$ 3,665.23
RECOLOGY SOUTH BAY Total				**$ 23,553.42**
REHON & ROBERTS APC	5/3/2024	4023574	010	$ 13,183.44
			210	$ 125.00
REHON & ROBERTS APC Total				**$ 13,308.44**
REILLY BEHAVIORAL &	5/17/2024	4023754	080	$ 6,412.50
REILLY BEHAVIORAL & Total				**$ 6,412.50**
RESOURCE AREA FOR TEACHERS	5/3/2024	4023536	060	$ 3,200.00
	5/24/2024	4023936	010	$ 200.00
	5/31/2024	4024082	060	$ 4,700.00
RESOURCE AREA FOR TEACHERS Total				**$ 8,100.00**
RICK DELONG	5/17/2024	4023834	010	$ 595.00
	5/24/2024	4023951	010	$ 1,100.00
RICK DELONG Total				**$ 1,695.00**
RIPCORD INC	5/24/2024	4023937	010	$ 21,401.70
RIPCORD INC Total				**$ 21,401.70**
RO HEALTH INC.	5/10/2024	4023638	010	$ 2,044.57
	5/17/2024	4023784	010	$ 42,205.01
		4023876	010	$ 164,541.77
	5/31/2024	4024083	010	$ 65,902.23
RO HEALTH INC. Total				**$ 274,693.58**
ROCHESTER 100 INC.	5/17/2024	4023810	060	$ 1,356.25
ROCHESTER 100 INC. Total				**$ 1,356.25**
ROCKETSHIP EDUCATION INC.	5/17/2024	4023739	010	$ 147,366.00
ROCKETSHIP EDUCATION INC. Total				**$ 147,366.00**
RODAN BUILDERS INC.	5/31/2024	4024044	210	$ 777,220.84
RODAN BUILDERS INC. Total				**$ 777,220.84**
RODAN ENTERPRISES INC.	5/17/2024	4023740	060	$ 513.00
		4023785	010	$ 480.81
RODAN ENTERPRISES INC. Total				**$ 993.81**
ROLLINS INC.	5/3/2024	4023598	050	$ 956.62
ROLLINS INC. Total				**$ 956.62**
ROSIO DELUNA	5/3/2024	4023586	080	$ 48.78
	5/17/2024	4023862	080	$ 115.00

Vendor Name	Date	Warrant #	Fund	Sum of Amount
ROSIO DELUNA Total				$ 163.78
SABINA MURESAN	5/3/2024	4023517	010	$ 409.96
SABINA MURESAN Total				$ 409.96
SADDLE POINT SONS LLC	5/17/2024	4023877	010	$ 9,113.91
SADDLE POINT SONS LLC Total				$ 9,113.91
SAN JOSE CHARTERS INC	5/17/2024	4023811	010	$ 3,470.00
	5/31/2024	4024084	010	$ 1,265.00
			060	$ 1,590.00
		4024117	060	$ 1,825.00
SAN JOSE CHARTERS INC Total				$ 8,150.00
SAN JOSE WATER COMPANY	5/9/2024	4023611	010	$ 44,466.42
SAN JOSE WATER COMPANY Total				$ 44,466.42
SANDRA SARMIENTO	5/3/2024	4023518	060	$ 92.63
SANDRA SARMIENTO Total				$ 92.63
SANTA CLARA COUNTY OFFICE OF	5/10/2024	4023661	060	$ 7,125.00
	5/17/2024	4023878	060	$ 3,150.00
	5/24/2024	4023904	120	$ 1,080.24
	5/31/2024	4024085	060	$ 220.00
SANTA CLARA COUNTY OFFICE OF Total				$ 11,575.24
SANTA CRUZ COUNTY OFFICE OF ED	5/10/2024	4023685	010	$ 66,600.00
SANTA CRUZ COUNTY OFFICE OF ED Total				$ 66,600.00
SANTA CRUZ SEASIDE COMPANY	5/13/2024	4023705	088	$ 4,954.16
SANTA CRUZ SEASIDE COMPANY Total				$ 4,954.16
SARIKA KUKREJA	5/10/2024	4023702	010	$ 388.22
SARIKA KUKREJA Total				$ 388.22
SAVE MART SUPERMARKETS	5/3/2024	4023537	010	$ 185.32
	5/17/2024	4023863	010	$ 202.17
		4023879	010	$ 749.81
	5/24/2024	4023905	010	$ 168.42
		4023926	060	$ 184.37
	5/31/2024	4024095	010	$ 188.43
SAVE MART SUPERMARKETS Total				$ 1,678.52
SCANNING PENS INC	5/24/2024	4023971	080	$ 657.34
SCANNING PENS INC Total				$ 657.34
SCHINDLER ELEVATOR CORPORATION	5/24/2024	4023952	050	$ 1,774.26
SCHINDLER ELEVATOR CORPORATION Total				$ 1,774.26
SCHOLASTIC BOOK FAIRS	5/3/2024	4023575	088	$ 2,191.00
SCHOLASTIC BOOK FAIRS Total				$ 2,191.00
SCHOLASTIC INC.	5/3/2024	4023519	010	$ 180.02
		4023520	060	$ 5,253.50
		4023554	010	$ 559.14
			060	$ 7,113.51
		4023555	060	$ 418.25
	5/10/2024	4023662	010	$ 121.31
	5/17/2024	4023812	060	$ 71,085.22
	5/31/2024	4024118	010	$ 1,593.96
			060	$ 229.21
SCHOLASTIC INC. Total				$ 86,554.12
SCHOOL DATEBOOKS	5/24/2024	4023906	010	$ 2,454.75
SCHOOL DATEBOOKS Total				$ 2,454.75

Vendor Name	Date	Warrant #	Fund		Sum of Amount
SCHOOL NURSE SUPPLY INC.	5/10/2024	4023663	010	$	3,371.13
SCHOOL NURSE SUPPLY INC. Total				**$**	**3,371.13**
SCHOOL SERVICES OF CALIFORNIA	5/24/2024	4023927	010	$	375.00
SCHOOL SERVICES OF CALIFORNIA Total				**$**	**375.00**
SCHOOL SPECIALTY LLC	5/3/2024	4023556	010	$	77.93
			060	$	179.32
	5/10/2024	4023639	120	$	1,263.23
		4023664	010	$	82.36
			060	$	47.95
	5/17/2024	4023813	010	$	6,177.41
		4023880	120	$	6,099.39
	5/24/2024	4023938	060	$	2,337.12
	5/31/2024	4024119	010	$	76.28
SCHOOL SPECIALTY LLC Total				**$**	**16,340.99**
SCHOOLHOUSE CONNECTION	5/2/2024	4023497	060	$	565.00
		4023498	060	$	565.00
SCHOOLHOUSE CONNECTION Total				**$**	**1,130.00**
SCIENCE FROM SCIENTISTS INC.	5/10/2024	4023665	060	$	1,500.00
SCIENCE FROM SCIENTISTS INC. Total				**$**	**1,500.00**
SECOND START LEARNING	5/17/2024	4023814	080	$	8,704.00
SECOND START LEARNING Total				**$**	**8,704.00**
SECURITY ALERT SYSTEMS	5/3/2024	4023599	010	$	24,050.00
SECURITY ALERT SYSTEMS Total				**$**	**24,050.00**
SELF INSURED SCHOOLS OF	5/9/2024	4023606	670	$	921,291.00
SELF INSURED SCHOOLS OF Total				**$**	**921,291.00**
SERVICE STATION SYSTEMS	5/24/2024	4023972	010	$	377.37
SERVICE STATION SYSTEMS Total				**$**	**377.37**
SFCC INTERMEDIATEHOLDINGS INC	5/3/2024	4023538	010	$	571.74
			060	$	113.93
		4023557	010	$	371.46
	5/10/2024	4023640	010	$	391.64
		4023686	010	$	55.66
	5/17/2024	4023755	010	$	927.45
		4023786	010	$	927.73
			060	$	376.94
	5/24/2024	4023907	060	$	473.42
		4023939	010	$	259.00
		4023973	010	$	253.24
			060	$	127.75
	5/31/2024	4024059	010	$	146.44
		4024086	010	$	501.77
		4024096	010	$	417.96
SFCC INTERMEDIATEHOLDINGS INC Total				**$**	**5,916.13**
SHAYLYN NORENE ORDAZ	5/10/2024	4023703	010	$	18.09
SHAYLYN NORENE ORDAZ Total				**$**	**18.09**
SHAYNE SORIANO	5/17/2024	4023815	060	$	824.85
SHAYNE SORIANO Total				**$**	**824.85**
SIXTH DIMENSION PMCM INC	5/31/2024	4024045	210	$	41,634.25
		4024060	210	$	46,612.75
SIXTH DIMENSION PMCM INC Total				**$**	**88,247.00**

Vendor Name	Date	Warrant #	Fund	Sum of Amount
SJ GOLF DBA: RANCHO DEL PUEBLO	5/16/2024	4023713	010	$ 3,000.00
SJ GOLF DBA: RANCHO DEL PUEBLO Total				**$ 3,000.00**
SOLUTION TREE INC	5/3/2024	4023539	010	$ 95.95
	5/31/2024	4024120	010	$ 52.45
SOLUTION TREE INC Total				**$ 148.40**
SONIA LOPEZ	5/3/2024	4023521	010	$ 492.76
	5/31/2024	4024061	010	$ 499.43
SONIA LOPEZ Total				**$ 992.19**
SOUND & SIGNAL INC.	5/31/2024	4024062	050	$ 4,300.00
SOUND & SIGNAL INC. Total				**$ 4,300.00**
SOUND SOULUTIONS LLC	5/10/2024	4023666	060	$ 480.00
SOUND SOULUTIONS LLC Total				**$ 480.00**
SPECTRUM CENTER INC.	5/24/2024	4023940	080	$ 5,323.33
SPECTRUM CENTER INC. Total				**$ 5,323.33**
SPHERO INC.	5/24/2024	4023908	088	$ 6,262.61
SPHERO INC. Total				**$ 6,262.61**
SPRINGBOARD COLLABORATIVE	5/17/2024	4023787	060	$ 19,837.50
SPRINGBOARD COLLABORATIVE Total				**$ 19,837.50**
SPURR	5/16/2024	4023715	010	$ 14,455.61
SPURR Total				**$ 14,455.61**
SQUARE GROVE LLC	5/17/2024	4023756	010	$ 2,032.19
SQUARE GROVE LLC Total				**$ 2,032.19**
STANDARD INSURANCE CO.	5/30/2024	4024024	010	$ 17,708.08
STANDARD INSURANCE CO. Total				**$ 17,708.08**
STATE OF CALIFORNIA	5/31/2024	4024063	010	$ 1,472.00
STATE OF CALIFORNIA Total				**$ 1,472.00**
STEVEN WAYNE DOTY	5/3/2024	4023600	050	$ 210.00
	5/17/2024	4023835	050	$ 713.13
STEVEN WAYNE DOTY Total				**$ 923.13**
STEVEN WONG	5/3/2024	4023558	010	$ 221.70
STEVEN WONG Total				**$ 221.70**
STLR CORPORATION	5/17/2024	4023788	010	$ 1,017.50
STLR CORPORATION Total				**$ 1,017.50**
STUDIO W ASSOCIATES INC.	5/17/2024	4023757	210	$ 17,775.45
STUDIO W ASSOCIATES INC. Total				**$ 17,775.45**
SUNBELT RENTALS INC.	5/24/2024	4023953	050	$ 1,493.06
SUNBELT RENTALS INC. Total				**$ 1,493.06**
SVA ARCHITECTS INC.	5/17/2024	4023758	210	$ 375.00
		4023881	210	$ 654.00
SVA ARCHITECTS INC. Total				**$ 1,029.00**
SYSCO SAN FRANCISCO INC.	5/16/2024	4023721	130	$ 20,552.92
SYSCO SAN FRANCISCO INC. Total				**$ 20,552.92**
TALTON, VERONICA	5/10/2024	4023704	010	$ 26.13
TALTON, VERONICA Total				**$ 26.13**
TANYA GRACE GUERRERO	5/10/2024	4023687	010	$ 191.97
TANYA GRACE GUERRERO Total				**$ 191.97**
TANYA KRISTINE GO TUVERA	5/17/2024	4023741	010	$ 145.95
TANYA KRISTINE GO TUVERA Total				**$ 145.95**
TARCY BISMONTE	5/17/2024	4023816	060	$ 169.21
TARCY BISMONTE Total				**$ 169.21**

Vendor Name	Date	Warrant #	Fund	Sum of Amount
TARGET SPECIALTY PRODUCTS	5/3/2024	4023601	050	$ 1,465.25
TARGET SPECIALTY PRODUCTS Total				**$ 1,465.25**
TEACHER CREATED MATERIALS INC.	5/17/2024	4023817	060	$ 5,500.00
	5/24/2024	4023909	060	$ 26,960.61
TEACHER CREATED MATERIALS INC. Total				**$ 32,460.61**
TEACHER SYNERGY LLC	5/31/2024	4024064	060	$ 3,650.00
TEACHER SYNERGY LLC Total				**$ 3,650.00**
TEAMSTERS LOCAL #150	5/30/2024	4024025	010	$ 10,567.00
TEAMSTERS LOCAL #150 Total				**$ 10,567.00**
TEAMSTERS MANAGED TRUST FUNDS	5/3/2024	4023587	670	$ 234,832.00
TEAMSTERS MANAGED TRUST FUNDS Total				**$ 234,832.00**
TEXAS LIFE INSURANCE	5/30/2024	4024026	010	$ 6,942.28
TEXAS LIFE INSURANCE Total				**$ 6,942.28**
THE ART OF EDUCATION	5/17/2024	4023759	060	$ 220,044.00
THE ART OF EDUCATION Total				**$ 220,044.00**
THE AUDACITY PERFORMING ARTS	5/10/2024	4023688	060	$ 6,000.00
THE AUDACITY PERFORMING ARTS Total				**$ 6,000.00**
THE CITY PEACE PROJECT	5/3/2024	4023540	010	$ 6,000.00
		4023576	010	$ 8,000.00
			060	$ 1,500.00
	5/17/2024	4023864	060	$ 1,500.00
	5/24/2024	4023910	010	$ 8,000.00
THE CITY PEACE PROJECT Total				**$ 25,000.00**
THE CREEKSIDE SCHOOL	5/17/2024	4023760	080	$ 10,610.00
THE CREEKSIDE SCHOOL Total				**$ 10,610.00**
THE DANIELSEN COMPANY	5/16/2024	4023722	130	$ 47,425.55
THE DANIELSEN COMPANY Total				**$ 47,425.55**
THE ENVISIONEERS INC	5/17/2024	4023770	060	$ 77,496.24
THE ENVISIONEERS INC Total				**$ 77,496.24**
THE PAPE' GROUP INC	5/24/2024	4023928	010	$ 300.00
THE PAPE' GROUP INC Total				**$ 300.00**
THE PROPHET CORPORATION	5/10/2024	4023641	010	$ 4,842.12
	5/17/2024	4023761	010	$ 2,088.67
		4023771	010	$ 1,233.72
	5/24/2024	4024011	010	$ 1,078.10
			120	$ 16,874.28
	5/31/2024	4024121	120	$ 12,242.34
THE PROPHET CORPORATION Total				**$ 38,359.23**
THE STEPPING STONES GROUP LLC	5/24/2024	4023929	080	$ 162,227.95
THE STEPPING STONES GROUP LLC Total				**$ 162,227.95**
THE TECH INTERACTIVE	5/9/2024	4023607	060	$ 64.00
THE TECH INTERACTIVE Total				**$ 64.00**
THE TRUST FOR HIDDEN VILLA	5/10/2024	4023642	060	$ 606.00
THE TRUST FOR HIDDEN VILLA Total				**$ 606.00**
THINK TOGETHER	5/3/2024	4023577	120	$ 95,044.98
	5/17/2024	4023772	060	$ 366,818.20
	5/31/2024	4024122	060	$ 164,064.18
THINK TOGETHER Total				**$ 625,927.36**
TODAY'S CLASSROOM LLC	5/10/2024	4023667	060	$ 16,018.44
TODAY'S CLASSROOM LLC Total				**$ 16,018.44**

Vendor Name	Date	Warrant #	Fund	Sum of Amount
TRAN, UYEN NGUYET	5/31/2024	4024123	010	$ 214.10
TRAN, UYEN NGUYET Total				**$ 214.10**
TREERING CORPORATION	5/3/2024	4023578	088	$ 1,944.63
TREERING CORPORATION Total				**$ 1,944.63**
U.S. BANK	5/16/2024	4023708	010	$ 7,456.18
			130	$ 1,479.53
			210	$ 3,455.39
U.S. BANK Total				**$ 12,391.10**
UBEO MIDCO LLC	5/3/2024	4023499	010	$ 4,566.20
			060	$ 220.90
			080	$ 927.28
		4023501	010	$ 2,297.85
			060	$ 1,671.59
			210	$ 30.62
	5/10/2024	4023614	010	$ 352.06
			060	$ 752.24
	5/17/2024	4023838	010	$ 4,868.40
			060	$ 2,726.17
	5/31/2024	4024029	010	$ 894.76
			060	$ 950.10
UBEO MIDCO LLC Total				**$ 20,258.17**
UNITED PARCEL SERVICE	5/17/2024	4023865	010	$ 174.91
UNITED PARCEL SERVICE Total				**$ 174.91**
UNITED REFRIGERATION INC.	5/24/2024	4023954	050	$ 210.79
	5/31/2024	4024097	050	$ 437.50
UNITED REFRIGERATION INC. Total				**$ 648.29**
VARITRONICS LLC	5/3/2024	4023522	010	$ 404.94
VARITRONICS LLC Total				**$ 404.94**
VERIZON COMMUNICATIONS INC.	5/10/2024	4023615	010	$ 5,962.79
VERIZON COMMUNICATIONS INC. Total				**$ 5,962.79**
VERTIV CORPORATION	5/17/2024	4023773	210	$ 111,312.29
VERTIV CORPORATION Total				**$ 111,312.29**
VISTA CENTER FOR THE BLIND &	5/17/2024	4023762	080	$ 1,092.50
VISTA CENTER FOR THE BLIND & Total				**$ 1,092.50**
VIVIAN UYEN NGUYEN	5/17/2024	4023742	060	$ 351.60
VIVIAN UYEN NGUYEN Total				**$ 351.60**
VOCOVISION LLC	5/10/2024	4023689	080	$ 42,648.89
VOCOVISION LLC Total				**$ 42,648.89**
VOYAGER SOPRIS LEARNING INC.	5/24/2024	4023911	060	$ 16,306.19
VOYAGER SOPRIS LEARNING INC. Total				**$ 16,306.19**
W.W. GRAINGER INC.	5/3/2024	4023602	050	$ 1,097.00
	5/24/2024	4023955	050	$ 3,125.63
	5/31/2024	4024098	050	$ 216.77
W.W. GRAINGER INC. Total				**$ 4,439.40**
WEST MUSIC COMPANY INC	5/17/2024	4023818	010	$ 10,268.18
	5/24/2024	4023930	010	$ 3,761.10
WEST MUSIC COMPANY INC Total				**$ 14,029.28**
WOODWIND & BRASSWIND INC.	5/10/2024	4023643	010	$ 51.37
	5/17/2024	4023743	010	$ 164.05
WOODWIND & BRASSWIND INC. Total				**$ 215.42**

AP Check Register - Pivot Table Summary by Vendor
May 2024

Vendor Name	Date	Warrant #	Fund	Sum of Amount
WORLDSTRIDES	5/10/2024	4023668	088	$ 5,510.00
WORLDSTRIDES Total				$ 5,510.00
WOWZY CREATION CORP.	5/17/2024	4023882	010	$ 82.71
WOWZY CREATION CORP. Total				$ 82.71
YMCA OF SILICON VALLEY	5/3/2024	4023588	060	$ 445,717.00
	5/17/2024	4023789	060	$ 143,151.00
	5/31/2024	4024087	010	$ 700.00
YMCA OF SILICON VALLEY Total				$ 589,568.00
YOUTH SCIENCE INSTITUTE	5/23/2024	4023888	060	$ 630.00
YOUTH SCIENCE INSTITUTE Total				$ 630.00
Grand Total				$ 8,756,990.60

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: May 26, 2024

Subject: **Acceptance of Grant/Award Notification**

Staff Analysis: The District has received a grants/awards as summarized on the attached sheet dated June 13, 2024.

Recommendation: Staff recommends acceptance of this grant/award.

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

To the Board of Trustees:

Recommend Approval

11.04
Agenda Placement

Meeting: June 13, 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
June 13, 2024 Board Meeting

GRANT/AWARD NOTIFICATIONS

PROJECT NAME	PROJECT AMOUNT	FUNDING AGENCY	COMMENTS
San Jose Public Library Foundation Grant Agreement	$ 250,000.00	SJ Learns- City of San Jose	Grant will support expanded learning programming during Summer 24 & AY-24 provides the Bridge to Kinders 5-week summer program in partnership with SOMOs Mayfair, Catholic Charities, & Think Together at the following sites: Hubbard, Cassell, San Antonio, and Linda Vista; the term June 1, 2024 through June 30, 2025.

Updated

May 9, 2024

San José Public Library Foundation

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

Grant#: 2024-0012

Dear Imee Almazan,

On behalf of San José Public Library Foundation (SJPLF), I am pleased to inform you that we have awarded Alum Rock Union Elementary School District (ARUSD) a grant of $250,000 to support expanded learning programing during Summer 24 & AY 24-25 (June 1, 2024 to June 30, 2025). Specifically, the grant will support the program outlined in your Grant Application, the details for which are included in the attached agreement. We are delighted to support ARUSD through the SJ Learns Grant Program, which is made possible by the City of San José.

Please sign, date, and upload the attached grant agreement to the Follow Up assigned to you in our grant management system. Then review the fields in the Follow Up and submit it as soon as possible. Once you submit the Follow Up, we will verify the signed agreement for your signature, and will process your first payment. Please include the grant number noted above in any subsequent reports or correspondence.

The enclosed grant agreement will serve as ARUSD's contract with SJPLF, detailing the terms for use of grant funds. You may not use the funds in any way other than as described in the grant proposal and agreement unless you receive written permission from us. Please refer to your grant agreement for expectations around reporting requirements, participation in the Expanded Learning Community of Practice, and other important details.

We are proud to partner with you to provide high-quality learning experiences for the City's youngest students.

Yours sincerely,

Dawn Coppin
Chief Executive Officer
Enc: Grant Agreement

San José Public Library Foundation Grant Agreement

Grant Number: 2024-0012 **Amount**: $250,000 **Date**: April 19, 2024

Grantee Name: Alum Rock Union Elementary School District (ARUSD)

Grantee Contact: Imee Almazan
Superintendent
Phone: 408-928-6800
Email: Imee.Almazan@arusd.org

Foundation Staff: Monique Garcia
Phone: 408-808-2081
Email: monique.garcia@sjplf.org

Grant Period: Summer 24 & AY 24-25 (June 1, 2024 to June 30, 2025)

Grant Purpose: To support ARUSD's expanded learning program during the Summer 24 & AY 24-25 (June 1, 2024 to June 30, 2025). Specifically, the grant will support the program outlined in the Special Funding Opportunity Grant Application:

Program Summary -Summer: In partnership with community-based organizations, SOMOs Mayfair, Catholic Charities, and Think Together, Alum Rock Union Elementary School District provides the Bridge to Kindergarten (B2K) five-week summer program. Woven throughout our B2K efforts is the value of partnering with other organizations. These efforts are possible because our limited funds are combined and leveraged better to serve our children, families, and community holistically.

Program Summary -Academic Year: Think Together will operate programs at four elementary schools, serving 40 students each, every school day from dismissal until 6:00pm. TK-K students will reinforce classroom learning with daily practice in letter names/sounds and number recognition, as part of our comprehensive expanded learning program, which includes youth development and structured physical activities. Families participate in workshops designed to empower parents to be an active participant in their child's education.

For Summer:

School Sites to Be Served	# of Students to Be Served	Academic Focus
1. Hubbard Elementary 2. Cassell Elementary	160	ELA and Math

3. San Antonio Elementary 4. Linda Vista Elementary		

For Academic Year:

School Sites to Be Served	# of Students to Be Served	Academic Focus
1. Hubbard Elementary 2. Aptitud Elementary 3. Ryan Elementary 4. Painter Elementary	160	ELA and Math

Grant Objectives: As outlined in the grant application, the outcomes on which the program will focus include:

Summer Outcomes

Assessing at the pre and post levels, the assessment of ESGI in the Bridge to Kindergarten programs will look at students in Transitional Kindergarten and compare the skills on the Transitional Kindergarten report card, which is aligned and anchored in the California Preschool Learning Foundations and the California Preschool Curriculum Frameworks across these domains; Language Arts, Science, Mathematics, History and Social Science, Health Education, Visual and Performing Arts, Physical Development, and Social Emotional Learning.

- 80% of participating students in B2K will increase their literacy and math skills by one or more levels as measured by ESGI Assessments.

Examples in the domains include:

- Language Arts: writes own name, Alphabet Knowledge upper & lower case
- Mathematics: counts orally to 20, recognizes numbers to ten, counts with one-on-one correspondence, and writes numerals one through ten.
- The B2K Summer Program will achieve 85% of the average daily attendance goal.

Summer Qualitative Outcomes:

Think Together has developed quality assessments for its programs that utilize each of the twelve domains established by the CELQS. Quality Assurance Coaches conduct and rely upon these assessments to develop action plans for direct service staff members to maintain high-quality service. As a result of participating in the B2K Program, 90% of parents will report that they
(1) recommend the program to another parent
(2) learned techniques to be able to help their child at home
(3) learned the importance of participating in their child's education
(4) feel more comfortable in the school setting, as measured by a Think Together retrospective survey.
N/A

Academic Year Outcomes

Results from ESGI assessment will demonstrate the following end of year outcomes:

English Language Arts

- 80% of TK students will demonstrate progress on identifying uppercase and lowercase letters.
- 80% of TK students will write their own name and learn to recognize rhyming words.

Math and Numeracy

- 80 % of TK students will demonstrate progress in recognition of numbers, shapes, and patterns.
- 80% of TK students will demonstrate math awareness and count 1-10 objects and 1-20 objects.
- Think Together Kindergarten Academies will achieve 85% of their average daily attendance goal. 70% of the participating students will be represented by a parent/family member at parent nights over the course of the academic year.

Qualitative Outcomes:

Think Together has developed quality assessments for its programs that utilize each of the twelve domains established by the CELQS, and Quality Assurance Coaches conduct and rely upon these assessments to develop action plans for direct service staff members to maintain high-quality service. As a result of participating in Think Together Kindergarten Academy parent nights 90% of parents will report that they:
(1) recommend the program to another parent
(2) learned techniques to be able to help their child at home
(3) learned the importance of participating in their child's education
(4) feel more comfortable in the school setting, as measured by a Think Together retrospective survey.

Social Emotional

- 80% of TK students will receive positive behavioral guidance to support their social emotional development, in self-regulation.
- 80% of TK students will consistently have opportunities to build coping skills in staying focused, following rules, listening to directions, playing cooperatively with peers, participating in small and large group activities, and handling frustrations in socially acceptable ways.

Use of Grant Funds: The approved budget outlining appropriate use of grant funds is attached for reference.

Special Conditions:
In an effort to further the overall program goals of this grantmaking strategy and contribute to larger field-building objectives, please be advised that grantees are required to participate in the Expanded Learning Community of Practice and other periodic grantee convenings to share information on project activities and best practices.

Reporting Requirements:
San José Public Library Foundation requires program and financial reporting at specified dates. To support evaluation efforts, grantees must coordinate with the Santa Clara County Office of Education's DataZone team to share student information, including local assessment data, which must be housed within the data warehouse. Grantees authorize the San José Public Library Foundation to share deidentified student data with third parties for the purposes of evaluation only. Please note that future grant requests will not be considered if a grantee has failed to submit a required report. Instructions for how to complete reports can be found at www.sjplf.org/sjlearns/grant-report/.

Interim Report and Community Story for period 6/1/24 - 12/31/24: **Due January 31, 2025**
Final Cumulative Report and Community Story for 6/1/2024 - 6/30/2025**: Due July 31, 2025**

Payment Schedule:
This grant will be paid via bank transfer in two installments per the payment details provided by the grantee. All payments outlined in this grant agreement are subject to the San José Public Library Foundation receiving funding from the City of San José.

Payment 1: Upon receipt of signed grant agreement: $125,000
Payment 2: Upon receipt and approval of interim report and community story: $125,000

Budget Revision Requests:
The San José Public Library Foundation understands that a budget submitted with a full proposal is a proposed document that may change over the course of the project. Allowing some spending flexibility can enable the work to proceed in a smoother and more efficient manner. Budget revisions must be requested for line-item changes that are greater than a 10% variance in any line-item. Instructions for how to modify a budget can be found at www.sjplf.org/sjlearns/grant-report/.

Acknowledgement of Grant Support:
Please acknowledge San José Public Library Foundation's support of grantee program in print and electronic publications such as newsletters, program activity announcements, grantee website and in all media coverage. Use the SJ Learns logo with the following wording: "This project has been made possible in part by a grant from the SJ Learns grantmaking strategy of San José Public Library Foundation and the City of San José." The SJ Learns logo is available for download at www.sjplf.org/sjlearns/grant-report/.

Grant Contingent on Public Funding:
The San José Public Library Foundation's grant is made possible by funding provided by third parties, including the City of San José. Absent the appropriate third-party funding, the San José Public Library Foundation would be unable to fund the grant listed herein. Grantee acknowledges that the funds provided in this grant are contingent upon the San José Public Library Foundation's successful receipt of grant funds from the City of San José and/or other third parties. If at any point the City of San José does not provide the necessary funding for this grant, the San José Public Library Foundation may cease distribution of the grant until appropriate funding is acquired or may terminate this grant prematurely. Grantee shall hold the San José Public Library Foundation harmless in the event that the San José Public Library Foundation must cease grant distribution early due to lack of funding.

Other Requirements:
Grantee must prepare, and make available for public view on the internet, annual audited financial statements. The audited financial statements must be made available for view within nine months from the end of grantee's fiscal year. All audits must be performed by a certified public accountant licensed to practice in the State of California and conform to generally accepted auditing standards.

Record Maintenance and Inspection:
Grantee must maintain any and all ledgers, books of account, invoices, vouchers, cancelled checks, and other records or documents that evidence or relate to this grant for a minimum period of three years from the date of payment. Grantee shall make books and records available to the Foundation, San José City Auditor, City Manager or City Attorney for inspection at any time during regular business hours,

upon written request. The San José Public Library Foundation may monitor and conduct an evaluation of operations under this grant, which may include a visit by Foundation personnel to observe your organization's program, discuss the program with your organization's personnel, and review financial and other records and materials connected with the activities financed by this grant.

Prohibited Activities:
So that the San José Public Library Foundation may comply with the tax laws of the United States, it is understood that Foundation grant funds will not be used for any of the following purposes:

- To carry on propaganda, or otherwise attempt to influence any legislation (within the meaning of Section 4945(d)(1) of the United States Internal Revenue Code);
- To influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive (within the meaning of Section 4945(d)(2) of the United States Internal Revenue Code);
- To undertake any activity for any purpose other than for charitable, scientific, literary or educational purposes;
- To inhibit or promote religion or fund services that convey a religious message;
- To discriminate against or grant preferential treatment to any person on the basis of race, sex, color, age, marital status, religion, sexual orientation, actual or perceived gender identity, genetic information, mental or physical disability, medical condition, political beliefs, organizational affiliations, veteran status, ethnicity, ancestry, or national origin.

If you have further questions regarding activities that are not permitted, please contact the San José Public Library Foundation.

Authority and Compliance with Laws:
Grantee confirms that: (a) grantee is an entity duly organized and in good standing under the laws of the jurisdiction in which it is organized; (b) grantee is not a disregarded entity (e.g., a sole-owner entity) under U.S. law; (c) grantee has the right to enter into and fully perform this Agreement; and (d) in carrying out the grant funded program as described above, grantee will comply with all applicable laws, regulations, and rules. You will notify the Foundation immediately of any changes during the term of this Agreement.

Intellectual Property:
By signing below, ARUSD and San José Public Library Foundation agree that all copyright and other interests in materials produced as a result of this grant shall be owned by the grantee. To ensure the widest possible distribution of such materials and ensure that they enter and remain in the public domain, the grantee and any individuals who may have some interest hereby grant to the Foundation a non-exclusive, transferable, perpetual, irrevocable, royalty-free, paid-up worldwide license to use or publish the materials or other work products arising out of or resulting from grantee's use of the grant funds and any earnings thereon, including all intellectual property rights, and to sublicense to third parties the rights described herein. ARUSD, at Foundation's request, agrees to execute any additional documents required to affect such license.

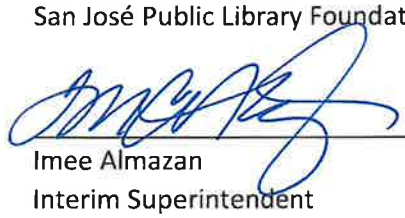
Hold Harmless:
Grantee hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the San José Public Library Foundation, its officers, directors, trustees, employees, and agents from and against any and all claims, liabilities, losses and expenses (including reasonable attorney's fees) directly, indirectly, wholly or partially arising from or in connection with the grant, the application of funds furnished pursuant to the grant, the program or project funded or financed by the grant or in any way relating to the subject of this Agreement. This paragraph shall survive the termination of this Agreement.

By signing below, ARUSD also acknowledges that the proposal submitted and this grant agreement constitute the contract with San José Public Library Foundation detailing the purpose(s) of the grant, including what activities are supported by this grant, and authorizes the Foundation to post your proposal narrative on its website. Please inform the Foundation if there are changes in agency personnel important to the grant's administration, or if the grant funds cannot be spent for the purpose or in the time period described in the proposal. Grantee may not use the funds in any way other than as described in the proposal unless the grantee receives written permission from the San José Public Library Foundation. The grantee shall repay to the Foundation any portion of the amount granted that is not used for the purpose of this grant. If funds remain at the end of the grant period, the grantee must contact the Foundation staff person noted above.



Date: April 19, 2024

Dawn Coppin
Chief Executive Officer
San José Public Library Foundation



Date: 5/30/2024

Imee Almazan
Interim Superintendent
Alum Rock Union Elementary School District

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT 11.05
2930 Gay Avenue, San Jose, CA 95127

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF TRUSTEES

To the Board of Trustees: Date: May 28, 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 March 31, 2024 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 March 31, 2024.

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

To the Board of Trustees: Meeting: June 13, 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: _____

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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

May 20, 2024

Submitted by: DocuSigned by: Margaret Olaiya 88C20E0A14E143D...
Margaret Olaiya, Director, Finance Agency

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 March 31, 2024, 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 March 31, 2024, 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	$ 11,365,213,619	$ 11,148,199,375	-$ 217,014,245	-1.91%

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 March 31, 2024, was 3.74%. As a comparison, on March 31, 2024, the yield of a 6-month Treasury Bill was 5.32%. A two-year Treasury Note was 4.62%. The State of California Local Agency Investment Fund (LAIF) yield was 4.23%.

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:

March 31, 2024, Quarterly Investment Report

Quarterly Investment Report

March 31, 2024

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: James R. Williams

Santa Clara County Commingled Pool and Segregated Investments

March 31, 2024

Fund	Cost Value**	Market Value	Variance	% Variance
Commingled Investment Pool	$11,365,213,619	$11,148,199,375	-$217,014,245	-1.91%
Worker's Compensation	$31,347,072	$30,453,456	-$893,616	-2.85%
Park Charter Fund	$4,613,256	$4,506,182	-$107,074	-2.32%
San Jose-Evergreen	$22,415,952	$22,410,995	-$4,957	-0.02%
Medical Malpractice Insurance Fund (1)	$10,110,028	$9,797,927	-$312,101	-3.09%
Total	**$11,433,699,927**	**$11,215,367,936**	**-$218,331,992**	**-1.91%**

(1) Managed by Chandler Asset Management, Inc.

Summary of Yields* for Select Santa Clara County Investment Funds

Fund	2024			2023
	Jan 31	Feb 29	Mar 31	Mar 31
Commingled Investment Pool	3.67%	3.66%	3.74%	2.84%
Worker's Compensation	2.93%	2.93%	2.93%	2.08%
Weighted Yield	**3.67%**	**3.66%**	**3.73%**	**2.84%**

*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

March 31, 2024

Gross domestic product (GDP) increased at a 1.6 percent annualized rate, below all economists' forecasts, for the quarter ending March 31, 2024. Softer growth mostly stemmed from less inventory accumulation and a wider trade gap. Most economists still contend the underlying momentum of the U.S. economy remains strong bolstered by consumer demand and private investment. GDP outpaced all predictions by expanding 2.5 percent in 2023.

An aggressive campaign of interest-rate increases by the US Federal Reserve Bank (Fed) appeared finally to be effectively lowering inflation. Following a series of better-than-expected inflation readings in the second half of 2023, Fed policy makers had begun discussing reducing interest-rates, currently at a two-decade high. An acceleration in key inflation gauges in the first quarter, however, has triggered concern that progress on inflation has stalled. Although policy makers still maintain that inflation will eventually trend further downward, they now strongly indicate that borrowing costs will stay elevated for longer than previously thought. A strong and resilient economy and robust labor market have given the Fed flexibility to delay rate cuts without inflicting significant damage on the economy.

At both March and May meetings, policy makers decided to leave the central bank's benchmark federal funds rate in a range of 5.25 percent to 5.5 percent, the highest since 2001. So far, rates have been left unchanged for six consecutive meetings. With inflation being more persistent than anticipated, there is a reasonable possibility that the Fed may not cut interest rates anytime soon. Accelerating core inflation, elevated energy prices and less stringent financial conditions via support from a strong stock market all indicate further delays. Policy makers have consistently stated they need more data to gain confidence that inflation is sustainably moving towards the Fed's 2 percent target before enacting a change.

After climbing above 7 percent in June of 2022, the personal consumption expenditures index (PCE), the gauge of prices most closely monitored by policy makers, fell all the way to 2.4 percent in the 12 months through January 2024. In March, PCE while also excluding food and energy costs increased at a 3.7 percent rate, nearly double the prior quarter and the first quarterly acceleration in a year. The core consumer price index, which excludes food and energy costs, a reliable inflation indicator, increased 0.4 percent in March from February. The year-over-year rate remained unchanged at 3.8 percent, nearly twice the target set by the Fed. March marked the third straight month of disappointing inflation data after rapid declines in 2023. A persistent shortage of housing is partly to blame, as are rising commodity prices and car insurance premiums.

Santa Clara County Commingled Pool and Segregated Investments

Economic Update and Portfolio Strategy

March 31, 2024

At its peak, inflation was clearly driven by the supply-chain disruptions triggered by the coronavirus pandemic. Those problems have largely been resolved. What remains appears more linked to both business and consumer demand and driven in part by deficit spending. US retail sales rose by more than forecast in March and the prior month was revised higher, illustrating resilient consumer demand and a healthy labor market. US payrolls increased in March by 303,000, the most in nearly a year and prior months were upwardly revised while the unemployment rate dropped. Interest rates are also boosting income. With the jump in benchmark rates from 0 percent to over 5 percent, consumers are being provided with a significant stream of income from their bond investments and savings accounts for the first time in two decades. Many consumers managed to lock in very low rates on their mortgages for 30 years during the pandemic, shielding their incomes from rising rates. The Institute of Supply Management (ISM) Index, frequently viewed as a proxy for business demand bounced back into expansion for the first time in 18 months in March, adding to price pressures.

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

March 31, 2024

Yield and Weighted Average Maturity

The yield of the Commingled Pool is 3.74 and the weighted average life is 566 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

Meeder Public Funds, 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.

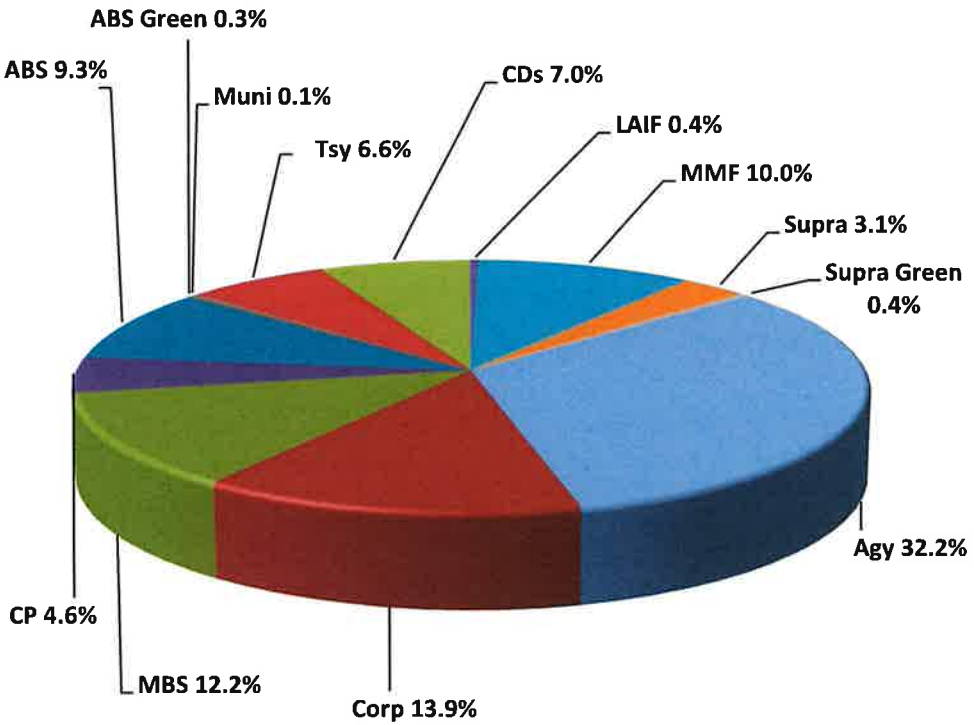
The market values of securities were taken from pricing services provided by the Bank of New York Mellon, Bloomberg Analytics, dealer quotes, and an independent pricing service.

Santa Clara County Commingled Pool

Allocation by Security Types

March 31, 2024

Sector	3/31/2024	12/31/2023	% Chng
Federal Agencies	32.18%	29.99%	2.18%
Corporate Bonds	13.89%	12.06%	1.83%
Mortgage Backed Securities	12.16%	10.78%	1.38%
Commercial Paper	4.58%	4.93%	-0.35%
ABS	9.31%	8.84%	0.47%
ABS Green Bonds	0.27%	0.32%	-0.05%
Municipal Securities	0.13%	0.24%	-0.10%
U.S. Treasuries	6.62%	8.21%	-1.59%
Negotiable CDs	6.95%	6.24%	0.71%
LAIF	0.40%	0.35%	0.05%
Money Market Funds	9.97%	16.11%	-6.14%
Supranationals	3.10%	1.53%	1.57%
Supranationals Green Bonds	0.44%	0.39%	0.05%
Total	100.00%	100.00%	



Sector	3/31/2024	12/31/2023
Federal Agencies	3,656,878,404	3,820,301,662
Corporate Bonds	1,579,029,172	1,535,985,231
Mortgage Backed Securities	1,382,385,923	1,373,503,029
Commercial Paper	520,400,856	627,985,030
ABS	1,058,024,031	1,125,959,324
ABS Green Bonds	30,288,100	40,735,036
Municipal Securities	14,995,000	29,995,000
U.S. Treasuries	752,666,534	1,046,045,208
Negotiable CDs	790,000,000	795,000,000
LAIF	45,191,276	44,741,793
Money Market Funds	1,133,098,063	2,052,260,546
Supranational	352,460,281	194,455,435
Supranationals Green Bonds	49,795,980	49,766,721
Total	11,365,213,619	12,736,734,016

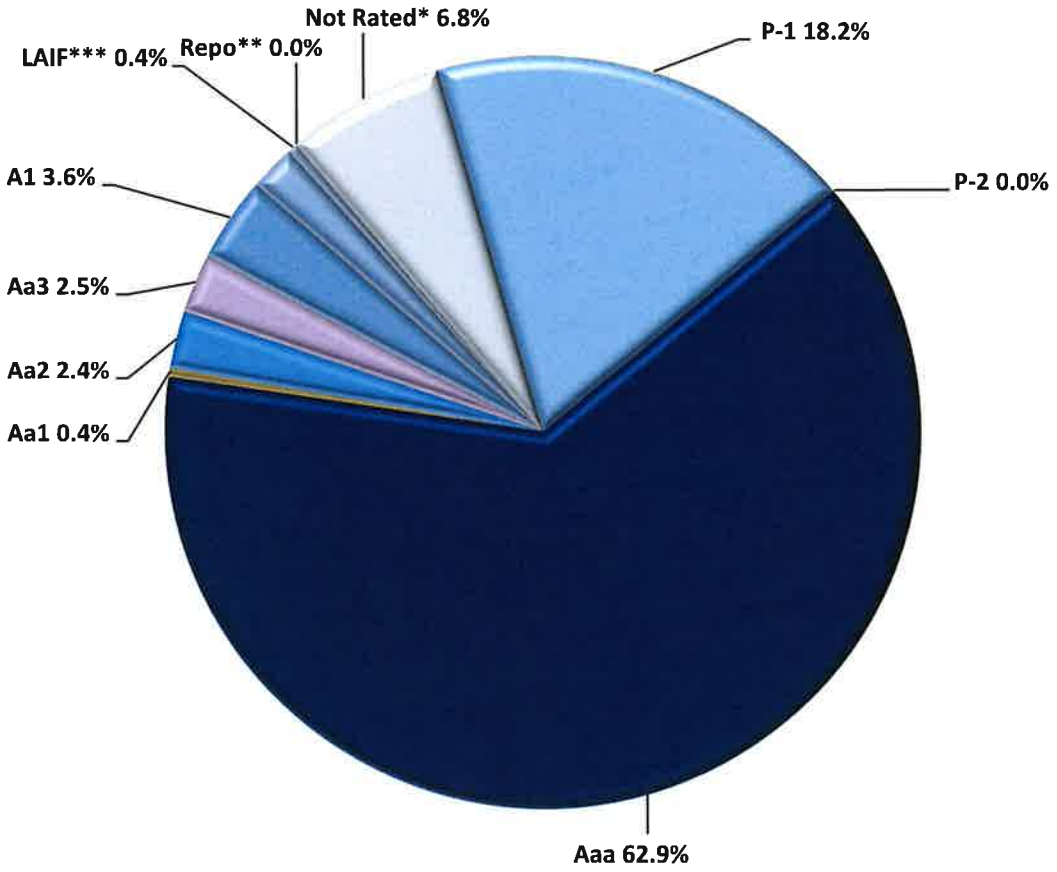
Amounts are based on book value

Santa Clara County Commingled Pool

Allocation by Ratings

March 31, 2024

Moody's Rating	Portfolio $	Portfolio %
P-1	2,073,171,499	18.2%
P-2	-	0.0%
Aaa	7,148,491,566	62.9%
Aa1	44,976,472	0.4%
Aa2	278,410,825	2.4%
Aa3	289,263,376	2.5%
A1	409,571,035	3.6%
A2	222,393,491	2.0%
A3	85,064,617	0.7%
LAIF***	45,191,276	0.4%
Repo**	-	0.0%
Not Rated*	768,679,462	6.8%
Total	11,365,213,619	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.

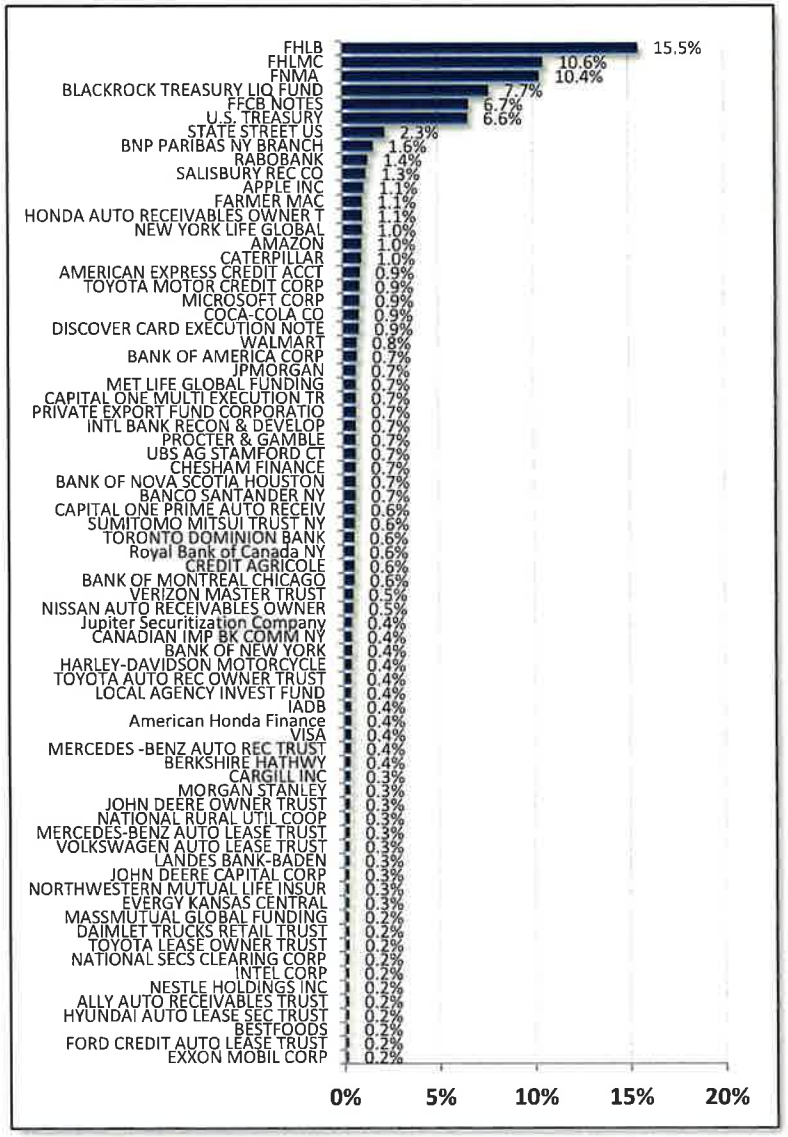
***LAIF is not rated, but is comprised of State Code allowable securities

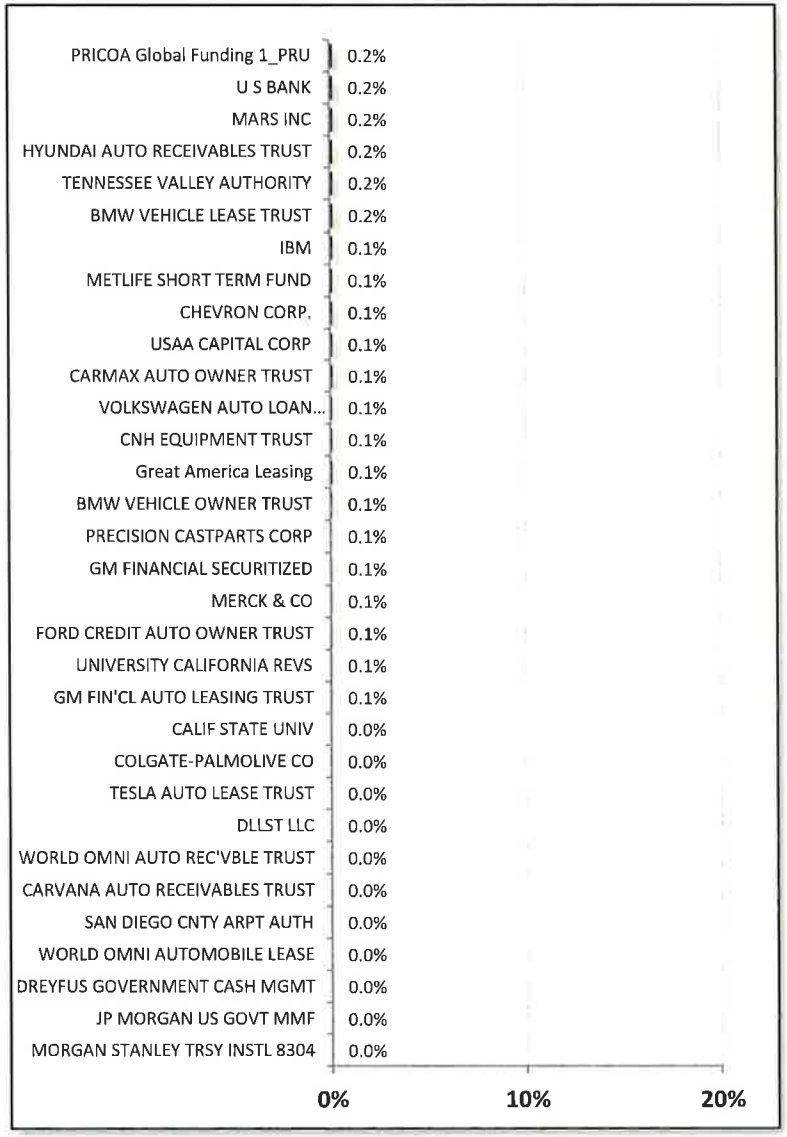
Amounts are based on book values

Santa Clara County Commingled Pool

Holdings by Issuer - Percent of Commingled Pool

March 31, 2024





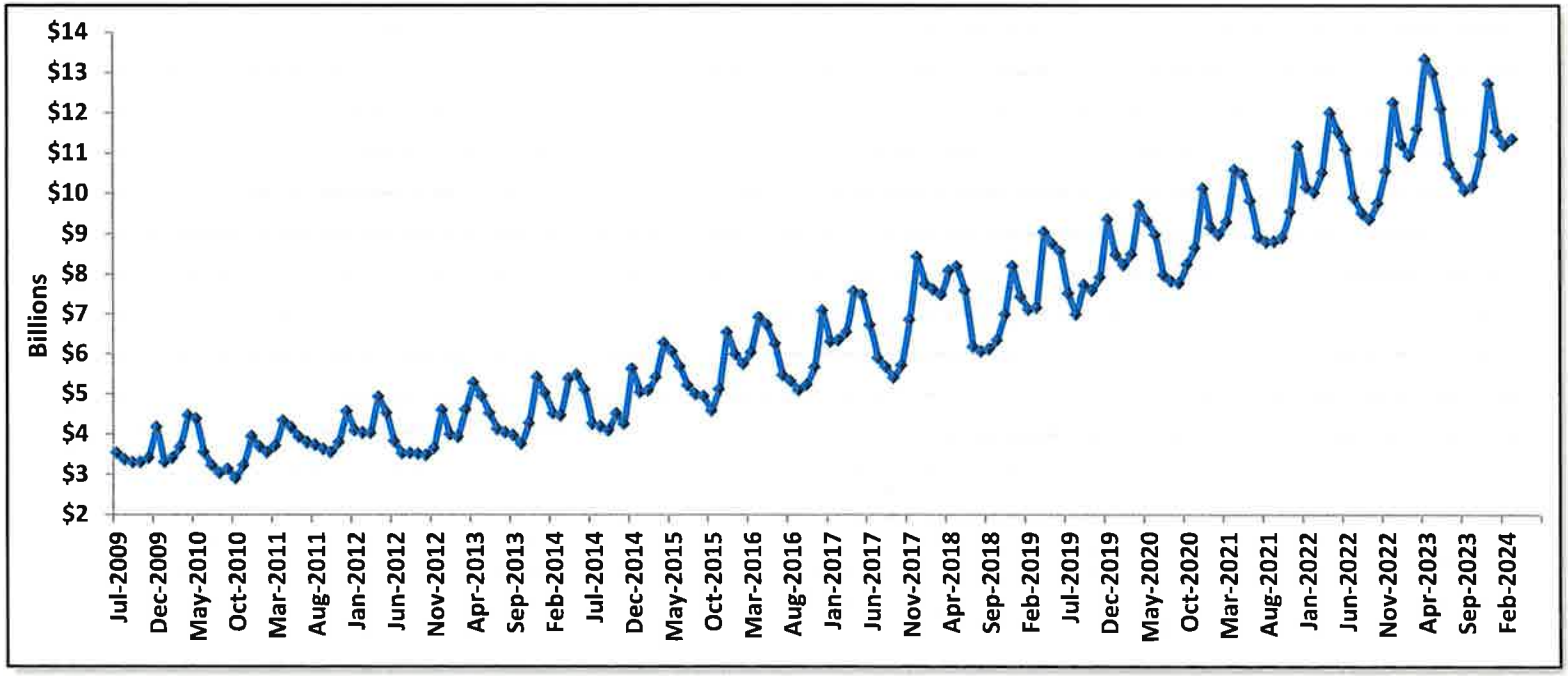
Amounts are based on book values

Source: Data source is supplied by Santa Clara County, while the calculations are performed by Meeder Public Funds.

Santa Clara County Commingled Pool

Historical Month End Book Values

March 31, 2024



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	$11.557	$11.202	$11.365			

Amounts in billions

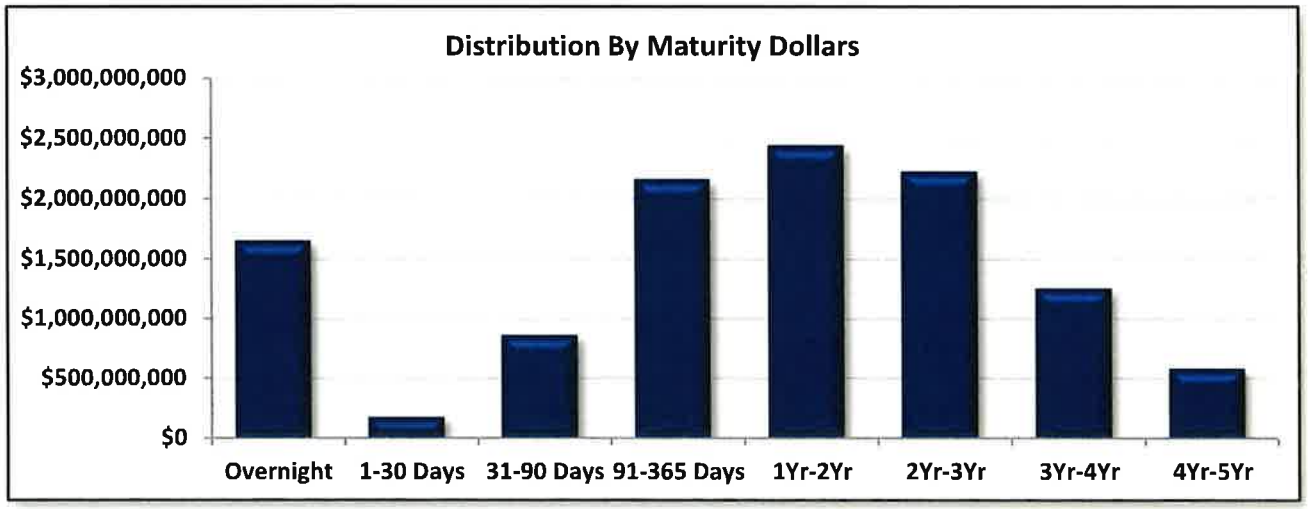
Source: Data source is supplied by Santa Clara County, while the calculations are performed by Meeder Public Funds.

Santa Clara County Commingled Pool

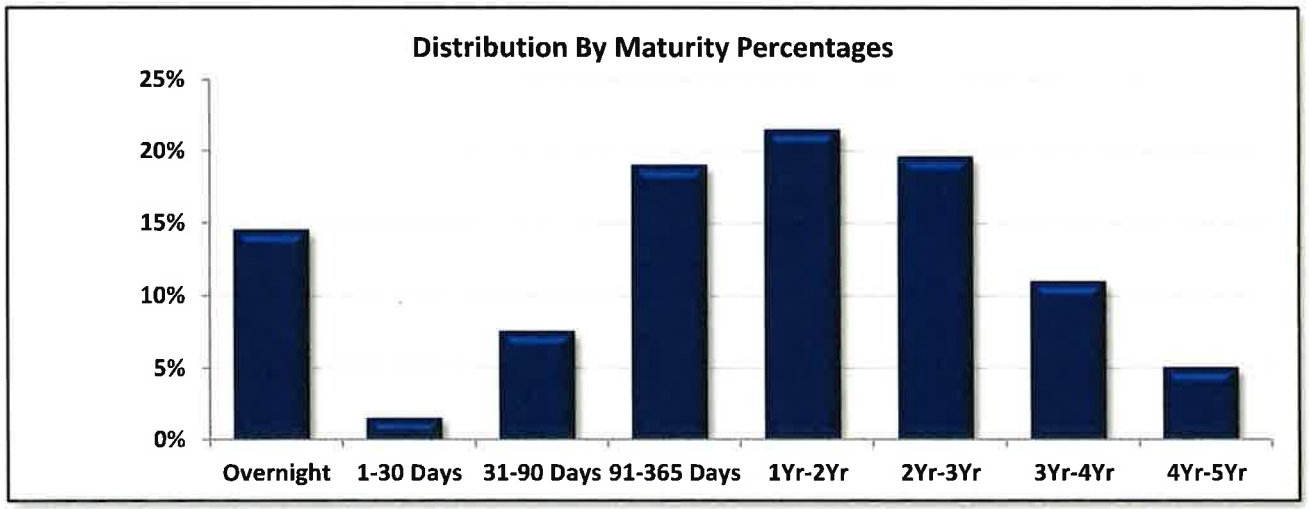
Distribution by Maturity

March 31, 2024

Maturity	Amount*
Overnight	1,657,811,075
1-30 Days	174,623,002
31-90 Days	861,983,655
91-365 Days	2,162,892,979
1Yr-2Yr	2,443,418,627
2Yr-3Yr	2,230,186,174
3Yr-4Yr	1,255,429,787
4Yr-5Yr	578,868,320
	11,365,213,619



Maturity	Amount*
Overnight	14.59%
1-30 Days	1.54%
31-90 Days	7.58%
91-365 Days	19.03%
1Yr-2Yr	21.50%
2Yr-3Yr	19.62%
3Yr-4Yr	11.05%
4Yr-5Yr	5.09%
	100.00%



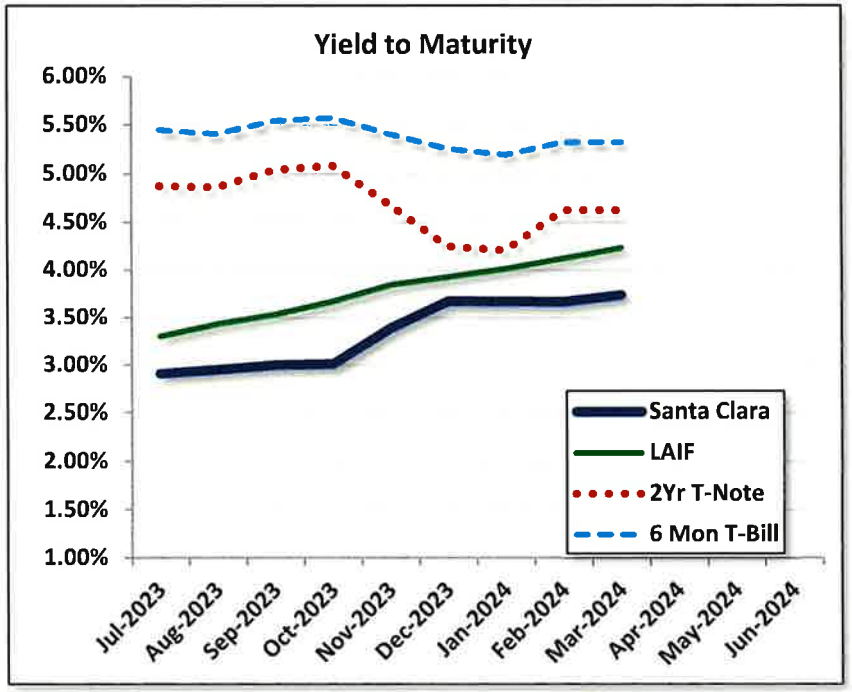
*Amounts are based on book value

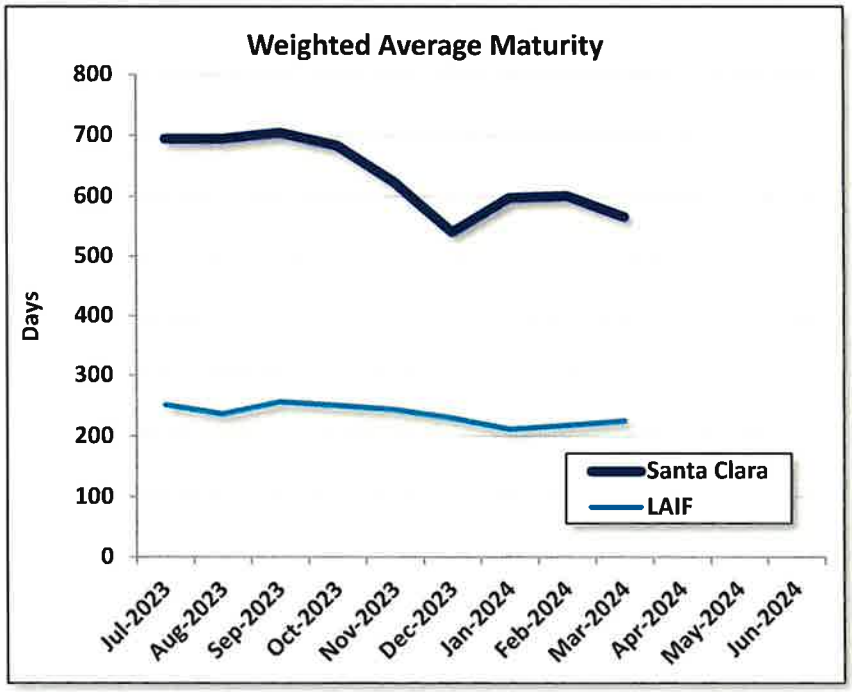
Source: Data source is supplied by Santa Clara County, while the calculations are performed by Meeder Public Funds.

Santa Clara County Commingled Pool

Yield to Maturity and Weighted Average Maturity

March 31, 2024





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%	3.67%	3.66%	3.74%			
LAIF YTM	3.31%	3.43%	3.53%	3.67%	3.84%	3.93%	4.01%	4.12%	4.23%			
6 Mon T-Bill	5.45%	5.41%	5.54%	5.57%	5.40%	5.26%	5.20%	5.33%	5.32%			
2Yr T-Note	4.88%	4.86%	5.04%	5.09%	4.68%	4.25%	4.21%	4.62%	4.62%			
SCC WAM	695	695	705	684	624	541	598	601	566			
LAIF WAM	251	237	256	250	244	230	212	218	226			
SCC Duration*	1.90	1.90	1.93	1.40	1.27	1.06	1.14	1.14	1.08			
LAIF Duration	0.69	0.65	0.70	0.68	0.67	0.63	0.58	0.60	0.62			

*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.

Source: Data source is supplied by Santa Clara County, while the calculations are performed by Meeder Public Funds.

Santa Clara County

Approved Issuers and Broker/Dealers

March 31, 2024

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 LLC
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
Siebert Williams Shank & Co LLC

Santa Clara County Commingled Pool
Compliance with Investment Policy
March 31, 2024

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

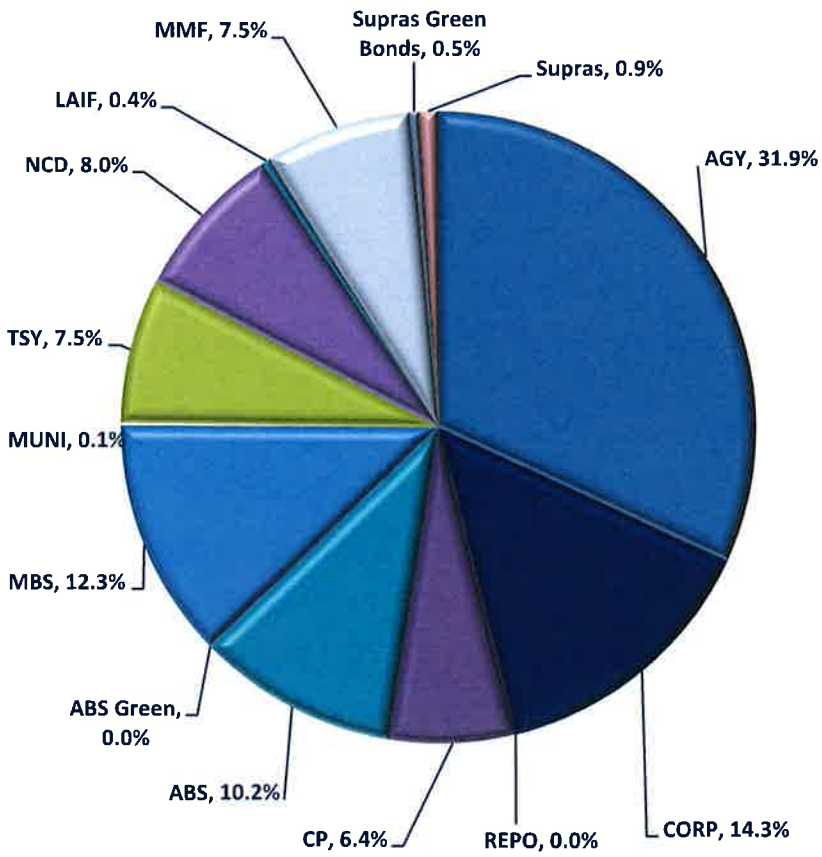
For the Month Ended January 31, 2024

Average Daily Balance	**$ 12,147,970,547.93**
Book Yield	**3.668%**
Weighted Average Maturity	**598 Days**

Investment Type	Par Value (Millions)	Book Value* (Millions)	Value (Millions)
Federal Agencies	$ 3,504.26	$ 3,490.18	$ 3,405.57
Corporate Bonds	1,561.95	1,549.50	1,524.90
Repurchase Agreements	-	-	-
Commercial Paper	691.43	683.86	683.82
Asset-Backed Securities	1,101.79	1,100.58	1,092.00
Asset-Backed Sec Green Bds	-	-	-
Mortgage Backed Securities	1,356.05	1,353.13	1,307.60
Municipal Securities	15.00	15.00	14.30
U.S. Treasuries	835.00	831.63	797.86
Negotiable CDs	855.00	855.00	856.56
LAIF	45.19	45.19	45.19
Money Market Funds	796.80	796.80	796.80
Supranationals Green Bonds	50.00	49.78	48.55
Supranationals	102.50	102.46	100.56
Total	**$ 10,914.96**	**$ 10,873.10**	**$ 10,673.71**

*Represents Amortized Book Value

Asset Allocation By Market Value



Santa Clara County Commingled Pool

Allocation by Security Types

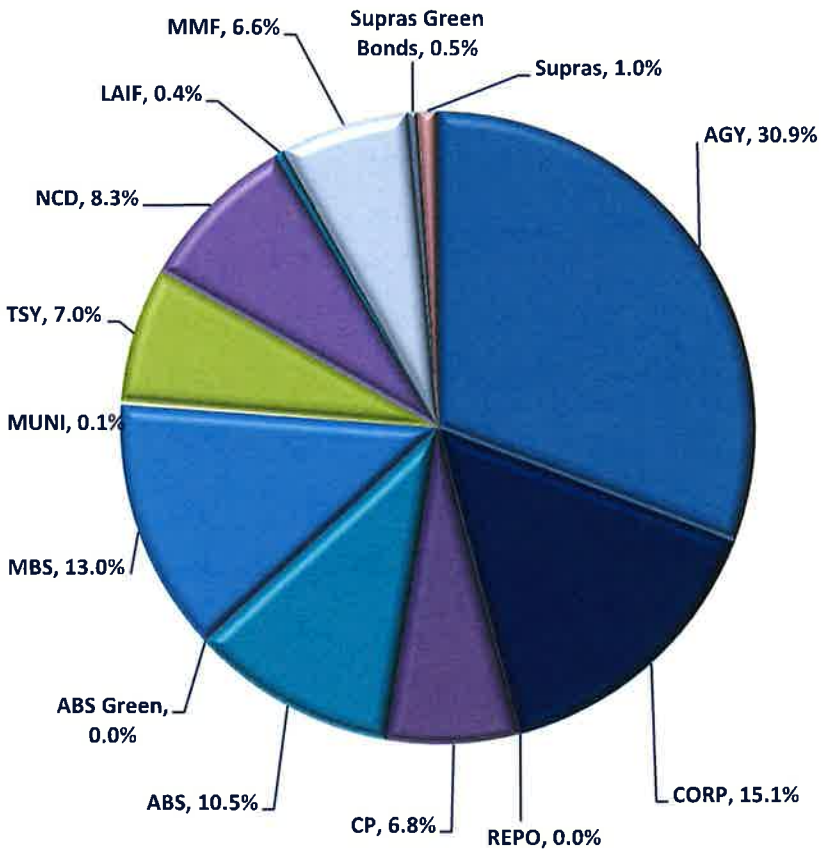
For the Month Ended February 29, 2024

Average Daily Balance	**$ 11,373,925,257.01**
Book Yield	**3.662%**
Weighted Average Maturity	**601 Days**

Investment Type	Par Value (Millions)	Book Value* (Millions)	Value (Millions)
Federal Agencies	$ 3,284.26	$ 3,271.31	$ 3,176.06
Corporate Bonds	1,595.45	1,583.51	1,549.71
Repurchase Agreements	-	-	-
Commercial Paper	700.00	694.57	694.45
Asset-Backed Securities	1,089.06	1,087.86	1,077.45
Asset-Backed Sec Green Bds	-	-	-
Mortgage Backed Securities	1,392.71	1,389.65	1,335.30
Municipal Securities	15.00	15.00	14.29
U.S. Treasuries	755.00	752.14	715.29
Negotiable CDs	855.00	855.00	855.84
LAIF	45.19	45.19	45.19
Money Market Funds	674.75	674.75	674.75
Supranationals Green Bonds	50.00	49.79	48.48
Supranationals	102.50	102.46	100.52
Total	**$ 10,558.92**	**$ 10,521.22**	**$ 10,287.33**

*Represents Amortized Book Value

Asset Allocation By Market Value



SANTA CLARA COUNTY INVESTMENTS
Fund COMM - COMMINGLED POOL
Investments by Fund
March 31, 2024

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	214
06367DCE3	43401	BANK OF MONTREAL CHICAGO	08/25/2023	65,000,000.00	65,000,000.00	65,057,330.00	5.940	5.940	6.022	06/21/2024	81
05586FT56	43440	BNP PARIBAS NY BRANCH	09/12/2023	65,000,000.00	65,000,000.00	65,086,060.00	5.920	5.920	6.002	07/31/2024	121
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	121
05593D3K7	43744	BNP PARIBAS NY BRANCH	01/05/2024	60,000,000.00	60,000,000.00	60,000,000.00	5.330	5.330	5.404	08/30/2024	151
06417M5N1	43543	BANK OF NOVA SCOTIA HOUSTON	10/25/2023	75,000,000.00	75,000,000.00	75,081,825.00	5.860	5.860	5.941	07/31/2024	121
13606KB54	43423	CANADIAN IMP BK COMM NY	09/06/2023	50,000,000.00	50,000,000.00	50,043,650.00	5.890	5.890	5.971	07/31/2024	121
21684XH66	43409	RABOBANK	08/30/2023	65,000,000.00	65,000,000.00	65,094,120.00	5.950	5.950	6.032	07/02/2024	92
78015J4T1	43430	Royal Bank of Canada NY	09/07/2023	65,000,000.00	65,000,000.00	65,077,675.00	5.910	5.910	5.992	07/31/2024	121
86564PHG9	43603	SUMITOMO MITSUI TRUST NY	11/02/2023	70,000,000.00	70,000,000.00	70,031,290.00	5.830	5.750	5.830	05/15/2024	44
89115B3H1	43421	TORONTO DOMINION BANK	09/05/2023	65,000,000.00	65,000,000.00	65,051,675.00	5.880	5.880	5.961	07/19/2024	109
90275DSD3	43535	UBS AG STAMFORD CT	10/24/2023	75,000,000.00	75,000,000.00	75,108,975.00	5.910	5.910	5.992	08/23/2024	144
		Subtotal and Average		**790,000,000.00**	**790,000,000.00**	**790,632,600.00**		**5.815**	**5.896**		**120**
Mortgage Backed Securities (MBS)											
3133LJAN1	41524	FHLMC SINGLE FAMILY POOL	11/16/2021	10,715,486.35	10,537,663.29	9,556,417.48	1.500	0.932	0.945	11/01/2031	2,770
3133LPUA3	41675	FHLMC SINGLE FAMILY POOL	12/16/2021	15,744,872.15	15,574,525.78	14,079,221.95	1.500	1.127	1.142	01/01/2032	2,831
3137BP4J5	39654	FHLMC MULTI-FAMILY	07/01/2019	7,777,038.19	7,670,667.62	7,423,614.59	2.446	1.911	1.938	03/25/2026	723
3137BHCY1	40390	FHLMC MULTI-FAMILY	03/17/2020	9,133,549.70	8,536,027.76	8,364,594.45	2.811	1.026	1.040	01/25/2025	299
3137BSP64	40526	FHLMC MULTI-FAMILY	07/01/2020	8,946,817.97	8,472,866.98	8,154,393.94	2.340	0.651	0.661	07/25/2026	845
3137BKGH7	40539	FHLMC MULTI-FAMILY	07/28/2020	807,916.06	772,432.45	764,449.75	2.712	0.472	0.479	07/25/2025	480
3138LJWY2	40630	FHLMC MULTI-FAMILY	10/02/2020	13,591,721.88	12,394,420.83	11,954,421.62	2.800	0.541	0.549	10/01/2025	548
3137BYLE8	40638	FHLMC MULTI-FAMILY	10/08/2020	7,231,875.00	6,650,000.00	6,403,346.18	2.700	0.875	0.888	10/25/2025	572
3137F72W4	40784	FHLMC MULTI-FAMILY	11/30/2020	1,939,170.38	1,939,170.38	1,925,639.82	5.681	0.394	0.400	09/25/2029	2,003
3132XFFH6	40812	FHLMC MULTI-FAMILY	12/09/2020	45,330,468.75	45,000,000.00	42,044,296.50	0.770	0.609	0.618	10/01/2025	548
3137FATE8	40976	FHLMC MULTI-FAMILY	03/01/2021	32,412,890.63	30,000,000.00	29,635,665.00	2.982	0.410	0.415	08/25/2024	146
3137FF3W5	40983	FHLMC MULTI-FAMILY	03/04/2021	3,153,116.30	3,153,179.37	2,923,274.13	0.602	0.585	0.593	09/25/2027	1,272
3137BYLE8	41131	FHLMC MULTI-FAMILY	05/13/2021	5,406,445.31	5,000,000.00	4,814,546.00	2.700	0.775	0.786	10/25/2025	572
3137FYZG4	41133	FHLMC MULTI-FAMILY	05/13/2021	6,850,369.85	6,850,547.97	6,361,503.79	0.861	0.838	0.850	06/25/2027	1,180
3137FPJ55	41164	FHLMC MULTI-FAMILY	06/07/2021	17,280,631.96	16,042,362.14	15,336,530.29	2.606	0.821	0.832	07/25/2027	1,210
3137FBAB2	41192	FHLMC MULTI-FAMILY	06/17/2021	7,520,974.54	6,939,768.90	6,699,831.94	3.038	0.705	0.715	08/25/2027	1,241

Fund COMM - COMMINGLED POOL
Investments by Fund
March 31, 2024

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)											
3137H14A1	41222	FHLMC MULTI-FAMILY	06/30/2021	16,819,639.25	16,819,891.55	15,590,335.61	0.854	0.831	0.842	01/25/2028	1,394
3132XFD47	41319	FHLMC MULTI-FAMILY	08/24/2021	15,703,125.00	15,000,000.00	13,935,222.60	2.100	0.624	0.633	11/01/2026	944
3137FQ3Y7	41791	FHLMC MULTI-FAMILY	01/28/2022	18,481,497.17	18,103,861.93	16,865,637.43	2.190	1.684	1.708	07/25/2029	1,941
3137BEVH4	41803	FHLMC MULTI-FAMILY	02/02/2022	13,388,093.75	12,850,000.00	12,716,874.00	3.241	1.264	1.281	09/25/2024	177
3137H6LT0	41892	FHLMC MULTI-FAMILY	03/08/2022	22,612,622.18	22,613,255.36	21,676,164.32	1.946	1.861	1.887	03/25/2027	1,088
3137H73W1	42046	FHLMC MULTI-FAMILY	04/21/2022	18,124,294.21	18,127,285.22	17,404,059.11	2.750	2.598	2.635	04/25/2027	1,119
3137F1G44	42093	FHLMC MULTI-FAMILY	04/29/2022	35,324,023.44	35,000,000.00	33,590,434.50	3.243	2.629	2.665	04/25/2027	1,119
3137BXQY1	42099	FHLMC MULTI-FAMILY	05/02/2022	40,300,000.00	40,000,000.00	38,421,128.00	3.224	2.982	3.023	03/25/2027	1,088
3137F2LJ3	42110	FHLMC MULTI-FAMILY	05/03/2022	34,967,187.50	35,000,000.00	33,440,837.50	3.117	3.069	3.112	06/25/2027	1,180
3137F1G44	42150	FHLMC MULTI-FAMILY	05/11/2022	19,956,250.00	20,000,000.00	19,194,534.00	3.243	3.220	3.265	04/25/2027	1,119
3137F4CY6	42187	FHLMC MULTI-FAMILY	05/19/2022	21,219,254.34	21,250,798.50	20,942,217.78	2.920	2.876	2.916	09/25/2024	177
3137FMD25	42205	FHLMC MULTI-FAMILY	05/24/2022	19,784,218.75	19,940,000.00	19,155,947.24	2.875	3.023	3.065	04/25/2026	754
3137FBAJ5	42757	FHLMC MULTI-FAMILY	12/08/2022	10,245,250.00	10,700,000.00	10,203,494.32	3.281	4.394	4.455	08/25/2027	1,241
3137BYLD0	42764	FHLMC MULTI-FAMILY	12/09/2022	19,238,281.25	20,000,000.00	19,061,788.00	3.288	4.198	4.257	02/25/2027	1,060
3137F4X23	42786	FHLMC MULTI-FAMILY	12/15/2022	7,127,195.31	7,300,000.00	7,177,346.13	3.600	4.602	4.666	02/25/2025	330
3132CW3F9	42931	FHLMC MULTI-FAMILY	02/16/2023	24,920,712.88	26,243,120.11	24,955,744.43	2.000	4.704	4.769	12/01/2027	1,339
3132XGQ74	42949	FHLMC MULTI-FAMILY	02/24/2023	43,328,078.52	44,769,083.40	43,252,383.86	3.700	4.444	4.506	11/01/2027	1,309
3137FEZT0	43054	FHLMC MULTI-FAMILY	04/11/2023	27,087,920.97	27,376,659.18	26,768,314.22	3.725	4.045	4.101	12/25/2027	1,363
3132XFLM8	43080	FHLMC MULTI-FAMILY	04/17/2023	31,149,045.31	31,160,000.00	30,381,314.40	4.300	4.288	4.347	02/01/2028	1,401
3137FHQ22	43243	FHLMC MULTI-FAMILY	06/12/2023	12,331,867.65	12,710,706.28	12,425,547.94	3.370	4.824	4.891	07/25/2025	480
3137FJXQ7	43391	FHLMC MULTI-FAMILY	08/22/2023	22,733,625.50	23,437,210.50	22,989,229.31	3.750	5.261	5.334	08/25/2025	511
3132XGW51	43597	FHLMC MULTI-FAMILY	10/30/2023	13,905,408.52	14,838,000.00	14,369,518.64	4.210	6.783	6.878	07/01/2028	1,552
3137BLVK1	43628	FHLMC MULTI-FAMILY	12/01/2023	24,591,562.50	25,500,000.00	24,821,210.40	3.116	6.925	7.021	07/25/2025	480
3137HB3G7	43636	FHLMC MULTI-FAMILY	12/07/2023	20,939,667.00	21,000,000.00	21,117,595.80	4.860	4.792	4.858	10/25/2028	1,668
3132XFND6	43889	FHLMC MULTI-FAMILY	02/16/2024	40,995,874.77	41,126,000.00	41,000,318.12	5.000	4.879	4.946	08/01/2028	1,583
3138LDYK3	42111	FNMA NOTES	05/03/2022	37,193,285.57	37,928,143.35	36,082,597.82	2.550	3.035	3.077	07/01/2026	821
3138LECC3	42910	FNMA NOTES	02/08/2023	37,820,312.50	40,000,000.00	37,866,317.60	2.420	4.069	4.126	07/01/2026	821
3136AXVB8	40511	FNMA MULTI-FAMILY	06/17/2020	8,047,594.96	7,516,726.18	7,439,857.88	2.540	0.680	0.690	07/25/2024	115
3138L7CU8	40541	FNMA MULTI-FAMILY	07/31/2020	19,643,021.44	18,198,514.37	18,014,582.90	2.950	0.530	0.537	07/01/2024	91
3136AY6S7	40743	FNMA MULTI-FAMILY	11/12/2020	12,466,986.09	11,631,007.43	11,464,459.55	2.539	0.384	0.390	11/25/2024	238
3138LEC33	40905	FNMA MULTI-FAMILY	01/22/2021	10,330,690.03	9,526,174.80	9,028,870.18	2.380	0.600	0.609	07/01/2026	821
3136AUG21	41228	FNMA MULTI-FAMILY	07/07/2021	19,429,451.98	18,222,229.30	17,211,229.04	2.417	0.927	0.940	10/25/2026	937

Fund COMM - COMMINGLED POOL
Investments by Fund
March 31, 2024

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	2,649,858.12	2,538,786.23	2,477,527.78	3.440	0.628	0.637	06/01/2025	426
3138LDLP6	41854	FNMA MULTI-FAMILY	02/23/2022	10,720,039.10	10,420,451.14	9,955,964.22	2.750	1.876	1.902	04/01/2026	730
3138LCT54	42039	FNMA MULTI-FAMILY	04/20/2022	35,196,875.00	35,000,000.00	33,844,544.30	3.100	2.909	2.949	01/01/2026	640
3138LFUJ5	42112	FNMA MULTI-FAMILY	05/03/2022	19,493,750.00	20,000,000.00	18,846,089.40	2.470	3.050	3.093	10/01/2026	913
3136AK2F9	42120	FNMA MULTI-FAMILY	05/04/2022	38,437,802.05	38,353,902.90	37,003,205.01	3.286	3.195	3.240	08/25/2026	876
3138LD5W9	42133	FNMA MULTI-FAMILY	05/06/2022	14,643,750.00	15,000,000.00	14,251,508.40	2.625	3.170	3.214	06/01/2026	791
3138LD5W9	42137	FNMA MULTI-FAMILY	05/09/2022	14,622,656.25	15,000,000.00	14,251,508.40	2.625	3.208	3.253	06/01/2026	791
3138LEC82	42151	FNMA MULTI-FAMILY	05/11/2022	19,509,375.00	20,000,000.00	19,031,549.20	2.570	3.165	3.209	07/01/2026	821
3140HV6S8	42188	FNMA MULTI-FAMILY	05/19/2022	28,959,375.00	30,000,000.00	28,032,100.20	2.190	2.988	3.030	11/01/2026	944
3138LD5W9	42234	FNMA MULTI-FAMILY	06/01/2022	7,880,625.00	8,000,000.00	7,600,804.48	2.625	3.296	3.342	06/01/2026	791
3138L5FA3	42758	FNMA MULTI-FAMILY	12/08/2022	8,677,584.06	8,845,158.35	8,654,178.03	3.765	4.394	4.455	12/01/2025	609
3138LCT54-A	42878	FNMA MULTI-FAMILY	01/25/2023	9,723,437.50	10,000,000.00	9,669,869.80	3.100	4.684	4.749	01/01/2026	640
3136AMMF3	43042	FNMA MULTI-FAMILY	04/06/2023	18,154,287.67	18,644,450.28	18,312,191.26	3.010	4.587	4.650	12/25/2024	268
3140LJKS4	43098	FNMA MULTI-FAMILY	04/20/2023	23,264,450.63	23,279,000.00	22,829,718.09	4.540	4.533	4.596	01/01/2028	1,370
3140LJJN7	43145	FNMA MULTI-FAMILY	05/02/2023	30,631,160.63	30,732,000.00	30,119,103.12	4.385	4.375	4.436	01/01/2028	1,370
3140LHFC9	43162	FNMA MULTI-FAMILY	05/09/2023	24,437,500.00	25,000,000.00	23,837,301.25	3.530	4.065	4.122	09/01/2027	1,248
3140LJS23	43200	FNMA MULTI-FAMILY	05/24/2023	24,855,468.75	25,000,000.00	24,570,125.75	4.170	4.163	4.221	02/01/2028	1,401
3140LJX68	43268	FNMA MULTI-FAMILY	06/26/2023	23,036,842.50	23,492,000.00	22,884,523.66	4.225	4.641	4.706	06/01/2028	1,522
3140LLCB5	43563	FNMA MULTI-FAMILY	11/01/2023	21,559,042.97	22,527,000.00	22,295,320.62	4.620	5.636	5.714	07/01/2028	1,552
3140QMQJ6	41525	FNMA SINGLE FAMILY POOL	11/16/2021	9,825,148.49	9,709,844.10	8,799,947.81	1.500	1.092	1.107	11/01/2031	2,770
3140XDHF6	41526	FNMA SINGLE FAMILY POOL	11/16/2021	17,720,604.90	17,410,480.72	15,789,268.81	1.500	0.899	0.911	09/01/2031	2,709
31418EAD2	41676	FNMA SINGLE FAMILY POOL	12/16/2021	13,927,207.90	13,746,781.40	12,446,787.19	1.500	1.055	1.070	12/01/2031	2,800
30322KAE3	43105	FREDDIE MAC MULTI-FAMILY	04/21/2023	23,625,944.19	26,118,416.53	23,909,302.58	0.880	4.491	4.553	07/25/2026	845
3132XGVS2	43629	FREDDIE MAC MULTI-FAMILY	11/16/2023	26,783,753.44	27,276,000.00	27,296,243.70	5.100	5.664	5.743	06/01/2028	1,522
		Subtotal and Average		**1,382,385,922.71**	**1,385,516,572.58**	**1,331,715,543.12**		**3.103**	**3.146**		**1,065**
Federal Agency Bonds											
3133EJVC0	40535	FFCB NOTES	07/22/2020	16,551,750.00	15,000,000.00	14,895,240.90	2.950	0.342	0.347	07/24/2024	114
3133ELVQ4	40585	FFCB NOTES	09/11/2020	15,348,000.00	15,000,000.00	14,409,281.70	0.950	0.429	0.435	04/01/2025	365
3133ELG99	41327	FFCB NOTES	08/27/2021	7,814,201.50	7,825,000.00	7,753,885.62	0.375	0.419	0.424	06/10/2024	70
3133EM4X7	41408	FFCB NOTES	09/29/2021	12,664,713.04	12,796,000.00	11,687,703.12	0.800	0.999	1.013	09/10/2026	892
3133ENEJ5	41536	FFCB NOTES	11/18/2021	24,971,250.00	25,000,000.00	24,333,392.75	0.875	0.901	0.913	11/18/2024	231

Fund COMM - COMMINGLED POOL
Investments by Fund
March 31, 2024

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											
3133ENKS8	41747	FFCB NOTES	01/11/2022	12,471,875.00	12,500,000.00	12,124,405.75	1.125	1.185	1.201	01/06/2025	280
3133ENNB2	41818	FFCB NOTES	02/08/2022	3,966,188.00	4,000,000.00	3,700,387.04	1.625	1.778	1.803	02/03/2027	1,038
3133ENNY2	41842	FFCB NOTES	02/17/2022	29,932,500.00	30,000,000.00	28,430,958.60	1.750	1.783	1.808	02/17/2026	687
3133ENPX2	41860	FFCB NOTES	02/24/2022	19,948,000.00	20,000,000.00	19,200,792.00	1.800	1.851	1.877	08/22/2025	508
3133ENRZ5	41914	FFCB NOTES	03/17/2022	14,933,100.00	15,000,000.00	14,572,380.60	1.950	2.075	2.104	03/17/2025	350
3133ENUD0	42079	FFCB NOTES	04/28/2022	19,880,400.00	20,000,000.00	19,217,488.40	2.640	2.762	2.800	04/08/2026	737
3133ENZG8	42304	FFCB NOTES	06/21/2022	19,961,440.00	20,000,000.00	19,655,716.40	3.375	3.396	3.443	06/20/2025	445
3133ENB33	42402	FFCB NOTES	07/19/2022	19,957,600.00	20,000,000.00	19,147,155.80	3.050	3.053	3.096	07/19/2027	1,204
3133ENN22	42568	FFCB NOTES	09/22/2022	24,943,250.00	25,000,000.00	24,628,901.00	3.750	3.778	3.830	09/22/2025	539
3133ENV72	42641	FFCB NOTES	10/27/2022	24,926,450.00	25,000,000.00	24,960,443.50	4.500	4.525	4.588	07/27/2026	847
3133ENZ37	42685	FFCB NOTES	11/10/2022	10,005,500.00	10,000,000.00	9,977,372.90	4.875	4.784	4.851	01/10/2025	284
3133ENZ94	42717	FFCB NOTES	11/23/2022	19,913,200.00	20,000,000.00	19,911,791.80	4.500	4.666	4.731	11/18/2024	231
3133EN3S7	42752	FFCB NOTES	12/07/2022	22,449,997.52	22,605,000.00	22,076,683.17	3.750	3.848	3.902	12/07/2027	1,345
3133EPFT7	43069	FFCB NOTES	04/13/2023	19,897,200.00	20,000,000.00	19,640,111.60	3.750	3.879	3.933	04/13/2026	742
3133EPCW3	43081	FFCB NOTES	04/17/2023	23,892,668.23	23,598,000.00	23,592,396.18	5.000	4.246	4.305	03/10/2025	343
3133EPGW9	43119	FFCB NOTES	04/25/2023	39,958,000.00	40,000,000.00	39,305,566.40	3.875	3.844	3.898	04/25/2028	1,485
3133EPLC7	43211	FFCB NOTES	05/30/2023	24,831,750.00	25,000,000.00	24,747,957.00	4.125	4.330	4.390	02/26/2026	696
3130A2UW4	39852	FHLB NOTES	09/16/2019	10,510,500.00	10,000,000.00	9,892,834.80	2.875	1.776	1.801	09/13/2024	165
3130A2UW4	39985	FHLB NOTES	10/29/2019	31,551,900.00	30,000,000.00	29,678,504.40	2.875	1.737	1.762	09/13/2024	165
3130A2UW4	40501	FHLB NOTES	05/14/2020	5,512,350.00	5,000,000.00	4,946,417.40	2.875	0.474	0.481	09/13/2024	165
3130AN4T4	41376	FHLB NOTES	09/17/2021	10,032,900.00	10,000,000.00	9,322,936.50	0.875	0.793	0.804	06/12/2026	802
3130A8ZQ9	41509	FHLB NOTES	11/09/2021	20,581,400.00	20,000,000.00	19,140,722.20	1.750	0.963	0.977	09/12/2025	529
3130AQF40	41694	FHLB NOTES	12/22/2021	14,992,500.00	15,000,000.00	14,556,505.95	1.000	1.003	1.017	12/20/2024	263
3130AFBC0	42503	FHLB NOTES	08/24/2022	19,942,000.00	20,000,000.00	19,818,545.00	3.250	3.350	3.396	09/13/2024	165
3130AT4D6	42505	FHLB NOTES	08/25/2022	20,001,600.00	20,000,000.00	19,920,186.00	3.375	3.326	3.372	06/14/2024	74
3130ATVC8	42718	FHLB NOTES	11/23/2022	13,858,020.39	13,855,000.00	13,840,902.26	4.875	4.787	4.853	06/14/2024	74
3130ATVD6	42784	FHLB NOTES	12/15/2022	10,068,200.00	10,000,000.00	9,980,502.90	4.875	4.403	4.464	09/13/2024	165
3130AUXH2	42923	FHLB NOTES	02/14/2023	44,974,800.00	45,000,000.00	44,832,792.60	4.625	4.590	4.654	02/14/2025	319
3130AV7L0	42965	FHLB NOTES	03/03/2023	39,947,200.00	40,000,000.00	39,942,817.20	5.000	5.001	5.071	02/28/2025	333
3130AY4J2	43670	FHLB NOTES	12/12/2023	49,997,350.00	50,000,000.00	50,017,154.00	5.400	5.411	5.486	06/07/2024	67
3137EAEP0	40331	FHLMC NOTES	02/14/2020	24,980,750.00	25,000,000.00	24,235,651.25	1.500	1.497	1.517	02/12/2025	317
3137EAEX3	40612	FHLMC NOTES	09/25/2020	9,969,900.00	10,000,000.00	9,368,666.10	0.375	0.430	0.435	09/23/2025	540

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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											
3134H1MK6	43704	FHLMC NOTES	12/21/2023	30,000,000.00	30,000,000.00	29,961,274.20	5.400	5.326	5.400	12/21/2026	994
3135G0V75	40044	FNMA NOTES	11/14/2019	25,011,500.00	25,000,000.00	24,772,022.25	1.750	1.715	1.739	07/02/2024	92
3135G0X24	40233	FNMA NOTES	01/10/2020	14,952,150.00	15,000,000.00	14,604,052.65	1.625	1.668	1.691	01/07/2025	281
3135G03U5	40489	FNMA NOTES	04/30/2020	7,018,480.00	7,000,000.00	6,683,680.36	0.625	0.563	0.571	04/22/2025	386
3135G04Z3	40514	FNMA NOTES	06/19/2020	19,958,600.00	20,000,000.00	18,970,943.00	0.500	0.534	0.542	06/17/2025	442
3135G05X7	40555	FNMA NOTES	08/27/2020	29,859,600.00	30,000,000.00	28,197,327.90	0.375	0.463	0.469	08/25/2025	511
3135G04Z3	40635	FNMA NOTES	10/06/2020	15,045,150.00	15,000,000.00	14,228,207.25	0.500	0.429	0.435	06/17/2025	442
3135G05X7	40971	FNMA NOTES	02/26/2021	14,788,350.00	15,000,000.00	14,098,663.95	0.375	0.684	0.694	08/25/2025	511
3135G05X7	40998	FNMA NOTES	03/15/2021	14,749,350.00	15,000,000.00	14,098,663.95	0.375	0.747	0.758	08/25/2025	511
3135G06G3	41005	FNMA NOTES	03/19/2021	9,853,300.00	10,000,000.00	9,345,832.80	0.500	0.812	0.823	11/07/2025	585
3135G05X7	41006	FNMA NOTES	03/19/2021	14,735,700.00	15,000,000.00	14,098,663.95	0.375	0.769	0.780	08/25/2025	511
3135G04Z3	41094	FNMA NOTES	04/23/2021	23,575,003.80	23,703,000.00	22,483,413.10	0.500	0.623	0.632	06/17/2025	442
3135G05X7	41537	FNMA NOTES	11/18/2021	24,347,750.00	25,000,000.00	23,497,773.25	0.375	1.068	1.083	08/25/2025	511
3135G05X7	41559	FNMA NOTES	11/26/2021	9,693,300.00	10,000,000.00	9,399,109.30	0.375	1.198	1.214	08/25/2025	511
3135G05X7	42344	FNMA NOTES	06/30/2022	9,157,100.00	10,000,000.00	9,399,109.30	0.375	3.163	3.207	08/25/2025	511
880591EW8	40799	TENNESSEE VALLEY AUTHORITY	12/03/2020	19,289,593.75	19,075,000.00	18,200,902.43	0.750	0.487	0.494	05/15/2025	409
		Subtotal and Average		**1,038,175,331.23**	**1,036,957,000.00**	**1,009,504,790.43**		**2.631**	**2.668**		**491**
Federal Agency Bonds - CALLABLE											
31422XN40	42653	FARMER MAC	11/01/2022	25,000,000.00	25,000,000.00	24,786,337.25	5.050	4.980	5.050	11/01/2027	1,309
31422XR20	42729	FARMER MAC	11/29/2022	25,000,000.00	25,000,000.00	24,985,128.25	5.050	4.980	5.050	11/29/2024	242
31422X3H3	43219	FARMER MAC	06/02/2023	25,000,000.00	25,000,000.00	24,660,007.25	4.550	4.487	4.550	06/02/2027	1,157
3133ELVX9	40445	FFCB NOTES	04/08/2020	15,000,000.00	15,000,000.00	14,987,966.70	0.875	0.863	0.875	04/08/2024	7
3133EL5S9	40568	FFCB NOTES	09/03/2020	20,000,000.00	20,000,000.00	19,589,052.20	0.480	0.473	0.480	09/03/2024	155
3133EL6E9	40581	FFCB NOTES	09/09/2020	15,000,000.00	15,000,000.00	14,689,899.00	0.420	0.414	0.420	09/09/2024	161
3133EMLP5	40870	FFCB NOTES	12/24/2020	15,000,000.00	15,000,000.00	14,479,527.75	0.320	0.315	0.320	12/23/2024	266
3133EMVS8	41063	FFCB NOTES	04/14/2021	40,000,000.00	40,000,000.00	38,094,844.40	0.690	0.680	0.690	04/14/2025	378
3133ENJC5	41695	FFCB NOTES	12/22/2021	12,000,000.00	12,000,000.00	10,931,657.16	1.290	1.272	1.290	12/22/2026	995
3133ENJC5	41696	FFCB NOTES	12/22/2021	12,000,000.00	12,000,000.00	10,931,657.16	1.290	1.272	1.290	12/22/2026	995
3133ENQD5	41869	FFCB NOTES	03/01/2022	7,000,000.00	7,000,000.00	6,537,155.17	2.170	2.140	2.170	03/01/2027	1,064
3133ENQD5	41870	FFCB NOTES	03/01/2022	10,000,000.00	10,000,000.00	9,338,793.10	2.170	2.140	2.170	03/01/2027	1,064
3133ENQD5	41871	FFCB NOTES	03/01/2022	10,000,000.00	10,000,000.00	9,338,793.10	2.170	2.140	2.170	03/01/2027	1,064

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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											
3133ENF96	42484	FFCB NOTES	08/17/2022	20,000,000.00	20,000,000.00	19,640,625.00	3.960	3.905	3.960	08/17/2026	868
3133EPMF9	43239	FFCB NOTES	06/09/2023	15,000,000.00	15,000,000.00	14,870,366.40	4.690	4.625	4.690	06/09/2026	799
3133EPRN7	43345	FFCB NOTES	08/01/2023	14,966,250.00	15,000,000.00	14,963,233.20	5.050	5.031	5.101	07/28/2028	1,579
3130AJLA5	40502	FHLB NOTES	05/19/2020	5,000,000.00	5,000,000.00	4,763,571.95	0.750	0.739	0.750	05/19/2025	413
3130ALDL5	40968	FHLB NOTES	02/25/2021	35,000,000.00	35,000,000.00	32,464,662.30	0.625	0.616	0.625	02/25/2026	695
3130ALMM3	41031	FHLB NOTES	03/30/2021	9,200,000.00	9,200,000.00	8,534,305.30	1.000	0.986	1.000	03/30/2026	728
3130ALCV4	41057	FHLB NOTES	04/13/2021	14,861,100.00	15,000,000.00	13,922,056.05	0.750	0.932	0.945	02/24/2026	694
3130ALZ31	41110	FHLB NOTES	04/28/2021	35,000,000.00	35,000,000.00	34,093,725.05	0.625	0.616	0.625	10/28/2024	210
3130AM4N9	41113	FHLB NOTES	04/29/2021	15,000,000.00	15,000,000.00	13,893,442.35	1.000	0.986	1.000	04/29/2026	758
3130ANA42	41260	FHLB NOTES	07/28/2021	11,994,000.00	12,000,000.00	11,452,198.44	0.650	0.654	0.663	04/28/2025	392
3130ALEY6	41278	FHLB NOTES	08/04/2021	24,720,108.00	24,730,000.00	22,915,979.07	0.800	0.797	0.808	03/04/2026	702
3130ANWF3	41332	FHLB NOTES	08/30/2021	45,000,000.00	45,000,000.00	41,130,118.80	0.970	0.956	0.970	08/25/2026	876
3130ANVR8	41365	FHLB NOTES	09/14/2021	24,000,000.00	24,000,000.00	22,019,497.20	1.000	0.986	1.000	08/14/2026	865
3130AKZ25	41640	FHLB NOTES	12/08/2021	17,843,598.00	18,300,000.00	16,935,905.37	0.650	1.241	1.259	02/26/2026	696
3130ANMH0	41652	FHLB NOTES	12/13/2021	24,700,000.00	25,000,000.00	22,968,273.75	1.100	1.346	1.365	08/20/2026	871
3130AQDY6	41716	FHLB NOTES	12/30/2021	16,040,000.00	16,040,000.00	15,551,682.25	1.000	0.986	1.000	12/30/2024	273
3130AMU67	41933	FHLB NOTES	03/23/2022	14,358,600.00	15,000,000.00	14,826,369.75	0.400	2.318	2.350	06/28/2024	88
3130AMU67	41934	FHLB NOTES	03/23/2022	14,361,300.00	15,000,000.00	14,826,369.75	0.400	2.309	2.341	06/28/2024	88
3130ARFG1	41954	FHLB NOTES	03/30/2022	20,000,000.00	20,000,000.00	18,867,017.80	2.400	2.367	2.400	03/25/2027	1,088
3130AKYH3	41960	FHLB NOTES	03/31/2022	18,029,924.60	19,655,000.00	17,666,998.17	0.830	2.618	2.655	02/10/2027	1,045
3130ARJT9	41995	FHLB NOTES	04/12/2022	25,000,000.00	25,000,000.00	23,841,329.50	2.910	2.870	2.910	04/12/2027	1,106
3130ARN23	42077	FHLB NOTES	04/28/2022	25,000,000.00	25,000,000.00	24,020,905.75	3.200	3.156	3.200	04/28/2027	1,122
3130ARPR6	42089	FHLB NOTES	04/29/2022	35,000,000.00	35,000,000.00	33,531,262.10	3.100	3.057	3.100	04/29/2027	1,123
3130ARQ87	42090	FHLB NOTES	04/29/2022	15,000,000.00	15,000,000.00	14,475,038.10	3.000	2.958	3.000	04/29/2026	758
3130ARQ87	42091	FHLB NOTES	04/29/2022	25,000,000.00	25,000,000.00	24,125,063.50	3.000	2.958	3.000	04/29/2026	758
3130ARQ87	42092	FHLB NOTES	04/29/2022	25,000,000.00	25,000,000.00	24,125,063.50	3.000	2.958	3.000	04/29/2026	758
3130ARUR0	42143	FHLB NOTES	05/10/2022	25,000,000.00	25,000,000.00	23,977,448.75	3.200	3.156	3.200	05/10/2027	1,134
3130ARUR0	42144	FHLB NOTES	05/10/2022	4,195,800.00	4,200,000.00	4,028,211.39	3.200	3.177	3.221	05/10/2027	1,134
3130ARUZ2	42166	FHLB NOTES	05/13/2022	10,000,000.00	10,000,000.00	9,663,616.20	3.100	3.057	3.100	05/13/2026	772
3130ANMH0	42245	FHLB NOTES	06/03/2022	9,398,821.50	10,215,000.00	9,384,836.65	1.100	3.095	3.138	08/20/2026	871
3130AS6Q7	42256	FHLB NOTES	06/07/2022	30,000,000.00	30,000,000.00	28,788,297.90	3.250	3.205	3.250	06/07/2027	1,162
3130ATW45	42728	FHLB NOTES	11/29/2022	30,000,000.00	30,000,000.00	29,810,570.70	5.050	4.980	5.050	11/29/2027	1,337

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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											
3130ANEC0	42774	FHLB NOTES	12/13/2022	31,120,600.00	35,000,000.00	32,345,168.10	1.125	3.933	3.988	07/29/2026	849
3130AVAY8	42999	FHLB NOTES	03/20/2023	25,000,000.00	25,000,000.00	24,960,085.50	5.500	5.424	5.500	09/20/2027	1,267
3130AVSU7	43138	FHLB NOTES	04/28/2023	25,000,000.00	25,000,000.00	24,665,676.00	4.450	4.389	4.450	04/28/2027	1,122
3130AVVH2	43155	FHLB NOTES	05/05/2023	25,000,000.00	25,000,000.00	24,465,500.25	4.400	4.339	4.400	05/05/2028	1,495
3130AYFT8	43756	FHLB NOTES	01/12/2024	25,000,000.00	25,000,000.00	24,816,710.00	4.500	4.438	4.500	01/12/2028	1,381
3130AYFT8	43770	FHLB NOTES	01/12/2024	20,000,000.00	20,000,000.00	19,853,368.00	4.500	4.438	4.500	01/12/2028	1,381
3130AYFT8	43776	FHLB NOTES	01/12/2024	10,000,000.00	10,000,000.00	9,926,684.00	4.500	4.438	4.500	01/12/2028	1,381
3130B0AD1	43927	FHLB NOTES	03/04/2024	35,000,000.00	35,000,000.00	35,000,055.65	5.500	5.424	5.500	09/04/2025	521
3134GVVX3	40506	FHLMC NOTES	05/28/2020	6,000,000.00	6,000,000.00	5,715,500.22	0.750	0.739	0.750	05/28/2025	422
3134GVYX0	40508	FHLMC NOTES	06/03/2020	10,000,000.00	10,000,000.00	9,914,145.00	0.500	0.493	0.500	06/03/2024	63
3134GVYX0	40509	FHLMC NOTES	06/03/2020	10,000,000.00	10,000,000.00	9,914,145.00	0.500	0.493	0.500	06/03/2024	63
3134GWUD6	40625	FHLMC NOTES	09/30/2020	15,000,000.00	15,000,000.00	14,478,094.50	0.400	0.394	0.400	12/30/2024	273
3134GWWR3	40626	FHLMC NOTES	09/30/2020	24,500,000.00	24,500,000.00	22,967,050.19	0.520	0.512	0.520	09/30/2025	547
3134GWZR0	40657	FHLMC NOTES	10/21/2020	8,763,422.50	8,770,000.00	8,534,964.88	0.400	0.413	0.418	10/21/2024	203
3134GXDK7	40783	FHLMC NOTES	11/30/2020	30,000,000.00	30,000,000.00	29,750,392.20	0.325	0.320	0.325	05/30/2024	59
3134GW5R3	42038	FHLMC NOTES	04/20/2022	34,163,210.00	37,000,000.00	34,631,736.56	0.650	2.919	2.959	10/27/2025	574
3134GW5R3	42071	FHLMC NOTES	04/27/2022	14,789,760.00	16,000,000.00	14,975,886.08	0.650	2.899	2.940	10/27/2025	574
3134GW6C5	42098	FHLMC NOTES	05/02/2022	18,102,800.00	20,000,000.00	18,211,129.80	0.800	3.036	3.078	10/28/2026	940
3134GXHX5	42109	FHLMC NOTES	05/03/2022	13,497,750.00	15,000,000.00	13,495,220.85	0.850	3.145	3.189	12/23/2026	996
3134GX3A0	42587	FHLMC NOTES	09/30/2022	14,934,600.00	15,000,000.00	14,922,080.25	4.750	4.840	4.908	09/30/2025	547
3134GY7D8	42817	FHLMC NOTES	12/28/2022	45,000,000.00	45,000,000.00	44,948,207.25	5.050	4.980	5.050	06/28/2024	88
3134GY7D8	42818	FHLMC NOTES	12/28/2022	7,000,000.00	7,000,000.00	6,991,943.35	5.050	4.980	5.050	06/28/2024	88
3134GYCP5	42871	FHLMC NOTES	01/23/2023	20,000,000.00	20,000,000.00	19,968,937.60	5.000	4.931	5.000	07/23/2024	113
3134GYPF3	43063	FHLMC NOTES	04/12/2023	25,000,000.00	25,000,000.00	24,811,180.75	4.750	4.686	4.751	07/12/2027	1,197
3134GYPF3	43064	FHLMC NOTES	04/12/2023	15,000,000.00	15,000,000.00	14,886,708.45	4.750	4.686	4.751	07/12/2027	1,197
3136G4XZ1	40522	FNMA NOTES	06/30/2020	15,000,000.00	15,000,000.00	14,256,366.90	0.740	0.729	0.740	06/30/2025	455
3136G4XZ1	40523	FNMA NOTES	06/30/2020	5,000,000.00	5,000,000.00	4,752,122.30	0.740	0.729	0.740	06/30/2025	455
3136G4YU1	40528	FNMA NOTES	07/15/2020	10,000,000.00	10,000,000.00	9,486,218.20	0.730	0.720	0.730	07/15/2025	470
3136G4YU1	40529	FNMA NOTES	07/15/2020	5,518,000.00	5,518,000.00	5,234,495.20	0.730	0.720	0.730	07/15/2025	470
3136G4A45	40534	FNMA NOTES	07/22/2020	20,000,000.00	20,000,000.00	18,951,696.00	0.710	0.700	0.710	07/22/2025	477
3136G4B77	40543	FNMA NOTES	08/04/2020	20,000,000.00	20,000,000.00	18,915,340.40	0.700	0.690	0.700	08/04/2025	490
3136G4H63	40550	FNMA NOTES	08/19/2020	11,500,000.00	11,500,000.00	10,834,422.90	0.550	0.542	0.550	08/19/2025	505

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Federal Agency Bonds - CALLABLE											
3136G4H63	40551	FNMA NOTES	08/19/2020	10,000,000.00	10,000,000.00	9,421,237.30	0.550	0.542	0.550	08/19/2025	505
3136G4H63	40552	FNMA NOTES	08/19/2020	15,000,000.00	15,000,000.00	14,131,855.95	0.550	0.542	0.550	08/19/2025	505
3136G4X40	40575	FNMA NOTES	09/08/2020	12,636,840.00	12,640,000.00	11,906,572.60	0.600	0.596	0.605	08/26/2025	512
3136G43H4	40592	FNMA NOTES	09/16/2020	11,685,000.00	11,685,000.00	11,437,890.06	0.400	0.394	0.400	09/16/2024	168
3136G46K4	40685	FNMA NOTES	10/28/2020	35,000,000.00	35,000,000.00	33,046,264.65	0.500	0.493	0.500	07/28/2025	483
3136G46K4	40686	FNMA NOTES	10/28/2020	14,000,000.00	14,000,000.00	13,218,505.86	0.500	0.493	0.500	07/28/2025	483
3136G46K4	40687	FNMA NOTES	10/28/2020	26,000,000.00	26,000,000.00	24,548,653.74	0.500	0.493	0.500	07/28/2025	483
3136G45C3	40749	FNMA NOTES	11/17/2020	9,981,500.00	10,000,000.00	9,326,289.40	0.540	0.570	0.577	10/27/2025	574
3135GA2Z3	40780	FNMA NOTES	11/27/2020	24,981,250.00	25,000,000.00	23,299,212.00	0.560	0.567	0.575	11/17/2025	595
3135GAAJ0	40873	FNMA NOTES	12/28/2020	40,000,000.00	40,000,000.00	39,384,392.80	0.360	0.355	0.359	07/26/2024	116
3135GAAJ0	40874	FNMA NOTES	12/28/2020	20,000,000.00	20,000,000.00	19,692,196.40	0.360	0.355	0.359	07/26/2024	116
3136G4W41	41809	FNMA NOTES	02/03/2022	29,061,900.00	30,000,000.00	28,282,836.30	0.650	1.534	1.556	08/25/2025	511
3135G06L2	41964	FNMA NOTES	04/01/2022	18,453,200.00	20,000,000.00	18,079,607.40	0.875	2.594	2.630	12/18/2026	991
3135GAM81	43798	FNMA NOTES	01/19/2024	25,000,000.00	25,000,000.00	24,925,656.50	5.000	4.931	5.000	01/17/2029	1,752
		Subtotal and Average		**1,771,359,334.60**	**1,789,953,000.00**	**1,717,711,263.77**		**2.365**	**2.398**		**710**
US Treasury Notes											
9128286Z8	40155	U.S. TREASURY NOTES	12/13/2019	30,008,203.13	30,000,000.00	29,732,031.30	1.750	1.719	1.743	06/30/2024	90
91282CBH3	41010	U.S. TREASURY NOTES	03/23/2021	29,316,796.88	30,000,000.00	27,740,625.00	0.375	0.842	0.854	01/31/2026	670
91282CAJ0	41011	U.S. TREASURY NOTES	03/23/2021	29,355,468.75	30,000,000.00	28,132,031.40	0.250	0.732	0.743	08/31/2025	517
912828ZW3	41016	U.S. TREASURY NOTES	03/24/2021	24,555,664.06	25,000,000.00	23,604,492.25	0.250	0.663	0.672	06/30/2025	455
912828XB1	41023	U.S. TREASURY NOTES	03/26/2021	26,559,570.31	25,000,000.00	24,230,468.75	2.125	0.588	0.596	05/15/2025	409
91282CAB7	41024	U.S. TREASURY NOTES	03/26/2021	34,390,234.38	35,000,000.00	32,928,710.85	0.250	0.647	0.656	07/31/2025	486
912828ZW3	41062	U.S. TREASURY NOTES	04/13/2021	39,245,312.50	40,000,000.00	37,767,187.60	0.250	0.695	0.705	06/30/2025	455
91282CAJ0	41067	U.S. TREASURY NOTES	04/14/2021	29,371,875.00	30,000,000.00	28,132,031.40	0.250	0.726	0.736	08/31/2025	517
912828ZT0	41075	U.S. TREASURY NOTES	04/15/2021	29,493,750.00	30,000,000.00	28,415,625.00	0.250	0.656	0.665	05/31/2025	425
91282CBH3	41484	U.S. TREASURY NOTES	10/29/2021	24,275,390.63	25,000,000.00	23,117,187.50	0.375	1.058	1.073	01/31/2026	670
9128287B0	41496	U.S. TREASURY NOTES	11/03/2021	25,886,718.75	25,000,000.00	23,595,703.00	1.875	1.076	1.091	06/30/2026	820
91282CAJ0	41517	U.S. TREASURY NOTES	11/12/2021	29,141,015.63	30,000,000.00	28,132,031.40	0.250	1.006	1.020	08/31/2025	517
9128286X3	41550	U.S. TREASURY NOTES	11/23/2021	25,950,195.31	25,000,000.00	23,742,187.50	2.125	1.239	1.257	05/31/2026	790
912828P46	41602	U.S. TREASURY NOTES	11/26/2021	40,620,312.50	40,000,000.00	37,831,250.00	1.625	1.229	1.246	02/15/2026	685
9128286A3	41619	U.S. TREASURY NOTES	12/01/2021	31,894,921.88	30,000,000.00	28,924,218.60	2.625	1.055	1.070	01/31/2026	670

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US Treasury Notes											
912828P46	41623	U.S. TREASURY NOTES	12/02/2021	25,538,085.94	25,000,000.00	23,644,531.25	1.625	1.084	1.099	02/15/2026	685
912828YD6	41656	U.S. TREASURY NOTES	12/13/2021	40,312,500.00	40,000,000.00	37,145,312.40	1.375	1.187	1.203	08/31/2026	882
91282CAT8	41659	U.S. TREASURY NOTES	12/13/2021	38,646,875.00	40,000,000.00	37,267,187.60	0.250	1.127	1.143	10/31/2025	578
912828YG9	41816	U.S. TREASURY NOTES	02/07/2022	19,892,968.75	20,000,000.00	18,660,937.60	1.625	1.721	1.745	09/30/2026	912
912828Y95	42053	U.S. TREASURY NOTES	04/22/2022	43,087,500.00	45,000,000.00	42,365,038.95	1.875	2.899	2.939	07/31/2026	851
9128287B0	42104	U.S. TREASURY NOTES	05/02/2022	33,578,125.00	35,000,000.00	33,033,984.20	1.875	2.878	2.918	06/30/2026	820
		Subtotal and Average		**651,121,484.40**	**655,000,000.00**	**618,142,773.55**		**1.222**	**1.239**		**616**
Corporate Bonds											
037833CU2	40165	APPLE INC	12/16/2019	10,339,800.00	10,000,000.00	9,967,924.40	2.850	2.010	2.038	05/11/2024	40
037833DF4	40274	APPLE INC	01/23/2020	5,196,300.00	5,000,000.00	4,905,466.50	2.750	1.892	1.918	01/13/2025	287
037833DX5	40553	APPLE INC	08/20/2020	29,929,200.00	30,000,000.00	28,252,629.30	0.550	0.589	0.597	08/20/2025	506
037833EB2	40926	APPLE INC	02/08/2021	19,977,800.00	20,000,000.00	18,556,678.20	0.700	0.712	0.722	02/08/2026	678
037833CJ7	41990	APPLE INC	04/11/2022	11,837,485.38	11,694,000.00	11,299,339.78	3.350	3.031	3.073	02/09/2027	1,044
037833CJ7	41991	APPLE INC	04/12/2022	11,973,714.00	11,850,000.00	11,450,074.94	3.350	3.060	3.103	02/09/2027	1,044
037833ET3	43166	APPLE INC	05/10/2023	39,922,800.00	40,000,000.00	39,385,530.00	4.000	3.987	4.043	05/10/2028	1,500
023135BW5	41175	AMAZON	06/10/2021	25,068,250.00	25,000,000.00	24,851,736.75	0.450	0.351	0.355	05/12/2024	41
023135CF1	42005	AMAZON	04/13/2022	39,917,600.00	40,000,000.00	38,489,182.00	3.300	3.299	3.345	04/13/2027	1,107
023135CP9	42735	AMAZON	12/01/2022	49,971,000.00	50,000,000.00	50,003,141.50	4.550	4.500	4.563	12/01/2027	1,339
06051GFF1	43048	BANK OF AMERICA CORP	04/10/2023	24,267,675.00	24,550,000.00	24,550,000.00	4.000	5.152	5.223	04/01/2024	0
06051GHW2	43599	BANK OF AMERICA CORP	11/22/2023	41,094,708.69	42,553,000.00	41,789,636.20	2.456	6.273	6.360	10/22/2025	569
06051GJD2	43651	BANK OF AMERICA CORP	12/07/2023	19,069,525.22	20,407,000.00	19,401,612.62	1.319	5.769	5.849	06/19/2026	809
06405LAC5	42712	BANK OF NEW YORK	11/22/2022	20,000,000.00	20,000,000.00	19,965,275.60	5.224	5.152	5.224	11/21/2025	599
06406RBQ9	43125	BANK OF NEW YORK	04/26/2023	15,000,000.00	15,000,000.00	14,933,807.25	4.947	4.879	4.947	04/26/2027	1,120
06405LAD3	43199	BANK OF NEW YORK	05/24/2023	15,000,000.00	15,000,000.00	14,972,500.20	5.148	5.077	5.148	05/22/2026	781
084664CZ2	41908	BERKSHIRE HATHWY	03/15/2022	39,992,400.00	40,000,000.00	37,678,230.00	2.300	2.272	2.304	03/15/2027	1,078
141781CA0	43110	CARGILL INC	04/24/2023	9,980,100.00	10,000,000.00	9,919,746.70	4.500	4.507	4.570	06/24/2026	814
141781CA0	43118	CARGILL INC	04/25/2023	27,868,659.50	27,850,000.00	27,626,494.56	4.500	4.417	4.478	06/24/2026	814
14913R2K2	43128	CATERPILLAR	04/26/2023	27,272,100.00	30,000,000.00	27,781,377.90	0.900	4.265	4.325	03/02/2026	700
14913UAA8	43176	CATERPILLAR	05/15/2023	44,978,850.00	45,000,000.00	44,521,471.35	4.350	4.307	4.366	05/15/2026	774
14913UAF7	43915	CATERPILLAR	02/27/2024	39,990,800.00	40,000,000.00	40,066,948.00	5.050	4.992	5.062	02/27/2026	697
194162AM5	42464	COLGATE-PALMOLIVE CO	08/09/2022	4,995,400.00	5,000,000.00	4,882,167.30	3.100	3.089	3.132	08/15/2025	501

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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											
126149AD5	43109	BESTFOODS	04/24/2023	17,074,866.25	15,683,000.00	16,627,112.37	7.250	4.511	4.574	12/15/2026	988
126149AD5	43126	BESTFOODS	04/26/2023	4,905,135.00	4,500,000.00	4,770,898.78	7.250	4.471	4.533	12/15/2026	988
166756AE6	40548	CHEVRON CORP.	08/12/2020	15,000,000.00	15,000,000.00	14,154,359.25	0.687	0.677	0.687	08/12/2025	498
24422EWR6	43134	JOHN DEERE CAPITAL CORP	04/27/2023	19,470,528.44	18,964,000.00	19,012,374.13	4.750	4.064	4.121	01/20/2028	1,389
24422EWW5	43235	JOHN DEERE CAPITAL CORP	06/08/2023	9,994,400.00	10,000,000.00	9,990,723.30	4.950	4.911	4.980	06/06/2025	431
95709TAN0	43074	EVERGY KANSAS CENTRAL	04/14/2023	18,962,000.00	20,000,000.00	18,961,582.20	2.550	4.236	4.295	07/01/2026	821
95709TAN0	43082	EVERGY KANSAS CENTRAL	04/17/2023	9,501,200.00	10,000,000.00	9,480,791.10	2.550	4.171	4.229	07/01/2026	821
459200KS9	43111	IBM	04/24/2023	16,027,407.92	16,216,000.00	15,963,896.66	4.000	4.482	4.545	07/27/2025	482
458140CE8	43121	INTEL CORP	04/25/2023	13,872,978.40	13,672,000.00	13,712,438.36	4.875	4.466	4.528	02/10/2028	1,410
458140CE8	43129	INTEL CORP	04/26/2023	10,155,400.00	10,000,000.00	10,029,577.50	4.875	4.447	4.509	02/10/2028	1,410
46647PBF2	43585	JPMORGAN	11/22/2023	34,050,702.56	35,216,000.00	34,590,265.21	2.301	6.060	6.144	10/15/2025	562
571676AT2	43099	MARS INC	04/20/2023	19,985,800.00	20,000,000.00	19,806,982.60	4.550	4.503	4.566	04/20/2028	1,480
57629WDG2	41926	MASSMUTUAL GLOBAL FUNDING	03/21/2022	19,992,000.00	20,000,000.00	19,503,375.40	2.800	2.775	2.813	03/21/2025	354
57629WCQ1	42334	MASSMUTUAL GLOBAL FUNDING	06/28/2022	6,989,325.00	7,500,000.00	6,995,472.68	2.350	3.948	4.003	01/14/2027	1,018
58933YBH7	43183	MERCK & CO	05/17/2023	9,991,900.00	10,000,000.00	9,837,329.20	4.050	4.012	4.068	05/17/2028	1,507
58989V2C7	41073	MET LIFE GLOBAL FUNDING	04/15/2021	10,003,500.00	10,000,000.00	9,995,936.70	0.700	0.678	0.688	04/05/2024	4
59217GEN5	41168	MET LIFE GLOBAL FUNDING	06/08/2021	14,984,400.00	15,000,000.00	14,861,957.10	0.550	0.577	0.585	06/07/2024	67
59217GBY4	41873	MET LIFE GLOBAL FUNDING	03/01/2022	8,829,800.00	8,500,000.00	8,165,487.26	3.450	2.548	2.584	12/18/2026	991
59217GEW5	42101	MET LIFE GLOBAL FUNDING	05/02/2022	9,828,300.00	10,000,000.00	9,753,918.10	2.800	3.382	3.429	03/21/2025	354
59217GFB0	42345	MET LIFE GLOBAL FUNDING	06/30/2022	14,988,600.00	15,000,000.00	14,676,942.60	4.400	4.356	4.417	06/30/2027	1,185
59217GFR5	43745	MET LIFE GLOBAL FUNDING	01/08/2024	19,998,200.00	20,000,000.00	19,863,451.00	4.850	4.785	4.852	01/08/2029	1,743
592179KD6	42839	METLIFE SHORT TERM FUND	01/06/2023	15,000,000.00	15,000,000.00	14,963,163.45	5.000	4.931	5.000	01/06/2026	645
61761JVL0	43527	MORGAN STANLEY	10/20/2023	25,996,462.25	26,575,000.00	26,308,202.95	3.700	5.874	5.956	10/23/2024	205
61761JVL0	43534	MORGAN STANLEY	10/24/2023	9,786,100.00	10,000,000.00	9,899,606.00	3.700	5.859	5.940	10/23/2024	205
594918BY9	42081	MICROSOFT CORP	04/28/2022	5,211,359.52	5,168,000.00	5,010,132.90	3.300	3.057	3.099	02/06/2027	1,041
594918BR4	42668	MICROSOFT CORP	11/04/2022	23,151,250.00	25,000,000.00	23,733,506.25	2.400	4.498	4.560	08/08/2026	859
641062AR5	42791	NESTLE HOLDINGS INC	12/16/2022	22,423,500.00	25,000,000.00	23,182,618.00	0.625	4.170	4.228	01/15/2026	654
637432NP6	43112	NATIONAL RURAL UTIL COOP	04/24/2023	13,093,924.50	13,725,000.00	13,020,825.42	3.400	4.415	4.476	02/07/2028	1,407
63743HFK3	43558	NATIONAL RURAL UTIL COOP	11/02/2023	19,993,000.00	20,000,000.00	20,263,952.80	5.600	5.534	5.611	11/13/2026	956
637639AB1	41103	NATIONAL SECS CLEARING CORP	04/27/2021	5,092,050.00	5,000,000.00	4,817,234.60	1.500	1.013	1.027	04/23/2025	387
637639AH8	42736	NATIONAL SECS CLEARING CORP	12/01/2022	15,048,520.50	14,950,000.00	15,079,572.70	5.100	4.879	4.947	11/21/2027	1,329
637639AJ4	43213	NATIONAL SECS CLEARING CORP	05/30/2023	4,998,100.00	5,000,000.00	5,000,705.50	5.150	5.099	5.170	05/30/2025	424

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Corporate Bonds											
66815L2F5	42707	NORTHWESTERN MUTUAL LIFE INSUR	11/21/2022	28,051,738.35	31,807,000.00	29,173,991.09	1.750	4.870	4.938	01/11/2027	1,015
64952WEB5	41104	NEW YORK LIFE GLOBAL	04/27/2021	29,982,300.00	30,000,000.00	29,897,580.60	0.550	0.562	0.569	04/27/2024	26
64952WED1	41174	NEW YORK LIFE GLOBAL	06/09/2021	19,980,600.00	20,000,000.00	18,361,207.80	1.150	1.154	1.170	06/09/2026	799
64952WEJ8	41483	NEW YORK LIFE GLOBAL	10/29/2021	24,967,500.00	25,000,000.00	24,356,847.00	0.900	0.931	0.944	10/29/2024	211
64952WEK5	41757	NEW YORK LIFE GLOBAL	01/14/2022	34,962,200.00	35,000,000.00	33,978,389.90	1.450	1.466	1.486	01/14/2025	288
64952WED1	41825	NEW YORK LIFE GLOBAL	02/09/2022	9,097,990.70	9,445,000.00	8,671,080.38	1.150	2.012	2.040	06/09/2026	799
740189AM7	41978	PRECISION CASTPARTS CORP	04/07/2022	10,566,093.78	10,494,000.00	10,265,074.02	3.250	2.962	3.004	06/15/2025	440
742651DP4	40337	PRIVATE EXPORT FUND CORPORATIO	02/18/2020	11,820,817.80	11,385,000.00	11,288,530.45	2.450	1.526	1.548	07/15/2024	105
742651DX7	40379	PRIVATE EXPORT FUND CORPORATIO	03/13/2020	12,032,836.20	11,610,000.00	11,352,910.02	1.750	0.938	0.951	11/15/2024	228
74274TAG5	41284	PRIVATE EXPORT FUND CORPORATIO	08/05/2021	20,048,200.00	20,000,000.00	19,686,757.40	0.550	0.462	0.468	07/30/2024	120
74274TAG5	41558	PRIVATE EXPORT FUND CORPORATIO	11/23/2021	9,912,800.00	10,000,000.00	9,843,378.70	0.550	0.867	0.879	07/30/2024	120
742718FV6	41801	PROCTER & GAMBLE	02/01/2022	54,921,900.00	55,000,000.00	51,164,765.85	1.900	1.903	1.929	02/01/2027	1,036
742718ER6	41999	PROCTER & GAMBLE	04/12/2022	10,610,531.10	10,845,000.00	10,271,480.83	2.450	2.919	2.960	11/03/2026	946
742718FY0	42883	PROCTER & GAMBLE	01/26/2023	9,993,300.00	10,000,000.00	9,906,398.80	4.100	4.067	4.123	01/26/2026	665
74153WCQ0	41639	PRICOA Global Funding 1_PRU	12/08/2021	19,979,400.00	20,000,000.00	19,422,878.60	1.150	1.168	1.185	12/06/2024	249
21688AAU6	42494	RABOBANK	08/22/2022	14,993,100.00	15,000,000.00	14,905,022.55	3.875	3.845	3.899	08/22/2024	143
89236TGT6	40326	TOYOTA MOTOR CREDIT CORP	02/13/2020	29,979,900.00	30,000,000.00	29,120,703.90	1.800	1.789	1.814	02/13/2025	318
90327QD89	42219	USAA CAPITAL CORP	05/26/2022	14,950,950.00	15,000,000.00	14,716,014.75	3.375	3.446	3.493	05/01/2025	395
90331HPL1	40268	U S BANK	01/21/2020	19,957,400.00	20,000,000.00	19,469,662.40	2.050	2.066	2.095	01/21/2025	295
92826CAD4	42288	VISA	06/15/2022	19,480,800.00	20,000,000.00	19,451,876.00	3.150	3.897	3.952	12/14/2025	622
92826CAD4	42792	VISA	12/16/2022	24,213,250.00	25,000,000.00	24,314,845.00	3.150	4.222	4.280	12/14/2025	622
931142EL3	39714	WALMART	07/29/2019	5,156,450.00	5,000,000.00	4,962,897.75	2.850	2.148	2.178	07/08/2024	98
931142DV2	40315	WALMART	02/07/2020	29,120,856.00	27,975,000.00	27,514,286.72	2.650	1.741	1.765	12/15/2024	258
931142ER0	41379	WALMART	09/17/2021	9,981,100.00	10,000,000.00	9,170,474.30	1.050	1.074	1.088	09/17/2026	899
931142EM1	41875	WALMART	03/01/2022	2,396,001.85	2,315,000.00	2,233,562.81	3.050	2.141	2.171	07/08/2026	828
931142EW9	42542	WALMART	09/09/2022	19,986,000.00	20,000,000.00	19,716,508.60	3.900	3.871	3.924	09/09/2025	526
931142EX7	42578	WALMART	09/27/2022	9,768,500.00	10,000,000.00	9,827,699.70	3.950	4.414	4.476	09/09/2027	1,256
931142FA6	43091	WALMART	04/18/2023	9,995,600.00	10,000,000.00	9,871,460.40	4.000	3.960	4.015	04/15/2026	744
30231GBH4	40403	EXXON MOBIL CORP	03/19/2020	15,000,000.00	15,000,000.00	14,692,695.90	2.992	2.951	2.992	03/19/2025	352
30231GAF9	40505	EXXON MOBIL CORP	05/26/2020	5,349,100.00	5,000,000.00	4,888,021.60	2.709	1.184	1.200	03/06/2025	339
		Subtotal and Average		**1,575,302,093.91**	**1,590,449,000.00**	**1,549,782,366.94**		**3.414**	**3.461**		**710**

Fund COMM - COMMINGLED POOL
Investments by Fund
March 31, 2024

CUSIP	Investment #	Issuer	Purchase Date	Remaining Cost	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
ABS - Green Bonds											
43815JAC7	42950	HONDA AUTO RECEIVABLES OWNER T	02/24/2023	12,997,584.60	13,000,000.00	12,966,844.80	5.040	5.032	5.102	04/21/2027	1,115
89190GAC1	41182	TOYOTA AUTO REC OWNER TRUST	06/14/2021	8,452,027.52	8,452,937.91	8,316,472.84	0.260	0.261	0.265	11/17/2025	595
88167PAC2	43336	TESLA AUTO LEASE TRUST	07/27/2023	3,999,735.20	4,000,000.00	4,022,092.40	5.890	5.885	5.967	06/22/2026	812
89238LAC4	41867	TOYOTA LEASE OWNER TRUST	02/28/2022	4,838,752.40	4,839,514.14	4,822,651.82	1.960	1.951	1.978	02/20/2025	325
		Subtotal and Average		**30,288,099.72**	**30,292,452.05**	**30,128,061.86**		**3.322**	**3.368**		**803**
Asset Backed Securities (ABS)											
02008JAC0	42182	ALLY AUTO RECEIVABLES TRUST	05/18/2022	23,143,443.12	23,147,924.56	22,830,050.32	3.310	3.296	3.341	11/16/2026	959
02582JJR2	41529	AMERICAN EXPRESS CREDIT ACCT	11/17/2021	32,494,923.50	32,500,000.00	31,550,512.50	0.900	0.895	0.908	11/16/2026	959
02589BAA8	41919	AMERICAN EXPRESS CREDIT ACCT	03/18/2022	19,498,997.70	19,500,000.00	18,936,128.25	2.210	2.191	2.222	03/15/2027	1,078
02582JJT8	42202	AMERICAN EXPRESS CREDIT ACCT	05/24/2022	34,992,258.00	35,000,000.00	34,277,621.00	3.390	3.376	3.423	05/17/2027	1,141
02582JJZ4	43249	AMERICAN EXPRESS CREDIT ACCT	06/14/2023	18,748,336.88	18,750,000.00	18,715,057.50	4.870	4.856	4.923	05/15/2028	1,505
05593AAC3	42927	BMW VEHICLE LEASE TRUST	02/15/2023	5,249,875.05	5,250,000.00	5,237,656.72	5.160	5.146	5.217	11/25/2025	603
055979AB4	43504	BMW VEHICLE LEASE TRUST	10/11/2023	13,635,720.10	13,636,482.38	13,652,412.52	5.950	5.947	6.030	08/25/2025	511
05602RAD3	42183	BMW VEHICLE OWNER TRUST	05/18/2022	11,118,995.13	11,119,573.35	10,950,989.50	3.210	3.189	3.234	08/25/2026	876
14317HAC5	42084	CARMAX AUTO OWNER TRUST	04/28/2022	14,955,727.97	14,958,003.09	14,726,794.24	3.490	3.473	3.522	02/16/2027	1,051
12664QAB0	43117	CNH EQUIPMENT TRUST	04/25/2023	13,637,514.82	13,638,477.70	13,616,577.03	5.340	5.330	5.404	09/15/2026	897
14041NFW6	41242	CAPITAL ONE MULTI EXECUTION TR	07/22/2021	23,499,048.25	23,500,000.00	23,154,573.50	0.550	0.544	0.552	07/15/2026	835
14041NFY2	41612	CAPITAL ONE MULTI EXECUTION TR	11/30/2021	35,995,039.20	36,000,000.00	35,007,206.40	1.040	1.032	1.047	11/16/2026	959
14041NFZ9	41952	CAPITAL ONE MULTI EXECUTION TR	03/30/2022	18,998,567.40	19,000,000.00	18,545,586.50	2.800	2.781	2.819	03/15/2027	1,078
14044CAC6	41476	CAPITAL ONE PRIME AUTO RECEIV	10/27/2021	8,215,536.04	8,215,691.32	7,983,952.14	0.770	0.761	0.772	09/15/2026	897
14043QAC6	42116	CAPITAL ONE PRIME AUTO RECEIV	05/04/2022	14,918,699.96	14,921,960.41	14,620,135.41	3.170	3.156	3.200	04/15/2027	1,109
14043KAH8	42944	CAPITAL ONE PRIME AUTO RECEIV	02/23/2023	10,747,936.00	10,750,000.00	10,684,215.38	4.870	4.860	4.928	02/15/2028	1,415
14044EAB4	43505	CAPITAL ONE PRIME AUTO RECEIV	10/11/2023	38,996,556.30	39,000,000.00	39,101,193.30	5.910	5.907	5.989	10/15/2026	927
14687TAC1	41209	CARVANA AUTO RECEIVABLES TRUST	06/24/2021	2,559,905.67	2,560,051.60	2,537,913.81	0.490	0.486	0.492	03/10/2026	708
254683CP8	41402	DISCOVER CARD EXECUTION NOTE	09/27/2021	19,995,718.00	20,000,000.00	19,549,442.00	0.580	0.581	0.589	09/15/2026	897
254683CW3	43089	DISCOVER CARD EXECUTION NOTE	04/18/2023	48,631,438.48	49,725,000.00	48,647,469.20	3.560	4.574	4.638	07/15/2027	1,200
254683CZ6	43276	DISCOVER CARD EXECUTION NOTE	06/28/2023	29,995,947.00	30,000,000.00	29,949,567.00	4.930	4.918	4.986	06/15/2028	1,536
23292GAC7	42119	DLLST LLC	05/04/2022	3,723,833.65	3,724,376.67	3,709,371.53	3.400	3.385	3.433	01/21/2025	295
233868AC2	43476	DAIMLET TRUCKS RETAIL TRUST	09/27/2023	26,999,586.90	27,000,000.00	27,233,501.40	5.900	5.892	5.973	03/15/2027	1,078
34528LAD7	42066	FORD CREDIT AUTO LEASE TRUST	04/26/2022	5,671,610.20	5,672,295.42	5,663,132.39	3.230	3.215	3.259	05/15/2025	409
34529NAB6	43456	FORD CREDIT AUTO LEASE TRUST	09/19/2023	14,999,440.50	15,000,000.00	15,023,019.00	5.900	5.895	5.977	02/15/2026	685

CUSIP	Investment #	Issuer	Purchase Date	Remaining Cost	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Asset Backed Securities (ABS)											
34532NAC9	40958	FORD CREDIT AUTO OWNER TRUST	02/22/2021	2,531,105.52	2,531,318.92	2,509,872.57	0.300	0.299	0.304	08/15/2025	501
345286AC2	41776	FORD CREDIT AUTO OWNER TRUST	01/24/2022	7,164,921.83	7,165,773.13	6,993,887.73	1.290	1.281	1.299	06/15/2026	805
36266FAC3	42152	GM FIN'CL AUTO LEASING TRUST	05/11/2022	7,408,115.31	7,408,888.06	7,383,122.17	3.420	3.404	3.451	06/20/2025	445
362585AC5	42009	GM FINANCIAL SECURITIZED	04/13/2022	10,465,412.59	10,467,600.32	10,280,011.50	3.100	3.086	3.129	02/16/2027	1,051
39154TCH9	43811	Great America Leasing	01/31/2024	13,498,829.55	13,500,000.00	13,476,900.15	5.320	5.312	5.386	08/17/2026	868
44891WAC3	41766	HYUNDAI AUTO LEASE SEC TRUST	01/19/2022	1,347,090.58	1,347,120.36	1,344,605.56	1.160	1.148	1.164	01/15/2025	289
44934LAD4	42184	HYUNDAI AUTO LEASE SEC TRUST	05/18/2022	20,762,427.90	20,764,097.34	20,681,805.07	3.350	3.332	3.378	06/16/2025	441
43813GAC5	40965	HONDA AUTO RECEIVABLES OWNER T	02/24/2021	766,671.10	766,685.14	762,300.85	0.270	0.267	0.271	04/21/2025	385
43815EAC8	41321	HONDA AUTO RECEIVABLES OWNER T	08/25/2021	6,778,293.91	6,778,392.88	6,640,129.26	0.410	0.405	0.411	11/18/2025	596
43815GAC3	41554	HONDA AUTO RECEIVABLES OWNER T	11/24/2021	7,605,274.49	7,606,878.02	7,421,496.12	0.880	0.879	0.891	01/21/2026	660
43815BAC4	41855	HONDA AUTO RECEIVABLES OWNER T	02/23/2022	18,249,351.69	18,252,096.81	17,827,914.43	1.880	1.868	1.894	05/15/2026	774
437927AC0	43212	HONDA AUTO RECEIVABLES OWNER T	05/30/2023	17,997,084.00	18,000,000.00	17,950,087.80	4.930	4.920	4.988	11/15/2027	1,323
438123AB7	43617	HONDA AUTO RECEIVABLES OWNER T	11/08/2023	28,997,758.30	29,000,000.00	29,092,179.40	5.870	5.867	5.949	06/22/2026	812
437918AC9	43894	HONDA AUTO RECEIVABLES OWNER T	02/21/2024	25,998,869.00	26,000,000.00	26,114,745.80	5.210	5.196	5.268	08/15/2028	1,597
44933LAC7	41111	HYUNDAI AUTO RECEIVABLES TRUST	04/28/2021	1,497,856.38	1,498,013.98	1,485,738.06	0.380	0.379	0.385	09/15/2025	532
448979AD6	43065	HYUNDAI AUTO RECEIVABLES TRUST	04/12/2023	9,999,024.00	10,000,000.00	9,910,003.00	4.580	4.565	4.629	04/15/2027	1,109
44918CAD4	43562	HYUNDAI AUTO RECEIVABLES TRUST	11/13/2023	7,998,948.00	8,000,000.00	8,089,360.80	5.540	5.533	5.610	10/16/2028	1,659
41284YAD8	42040	HARLEY-DAVIDSON MOTORCYCLE	04/20/2022	17,885,347.25	17,888,325.66	17,607,709.71	3.060	3.044	3.086	02/15/2027	1,050
41285JAD0	42945	HARLEY-DAVIDSON MOTORCYCLE	02/23/2023	12,998,690.90	13,000,000.00	12,953,304.00	5.050	5.038	5.107	12/15/2027	1,353
41285YAB1	43477	HARLEY-DAVIDSON MOTORCYCLE	09/27/2023	16,469,337.73	16,470,892.59	16,497,728.62	5.920	5.917	5.999	12/15/2026	988
47788UAC6	40991	JOHN DEERE OWNER TRUST	03/10/2021	1,401,720.21	1,401,989.68	1,384,378.17	0.360	0.363	0.369	09/15/2025	532
47789QAC4	41240	JOHN DEERE OWNER TRUST	07/21/2021	3,583,311.73	3,583,631.39	3,499,228.99	0.520	0.517	0.524	03/16/2026	714
47787JAC2	41910	JOHN DEERE OWNER TRUST	03/16/2022	6,941,961.16	6,943,497.07	6,797,701.68	2.320	2.309	2.341	09/16/2026	898
477920AC6	43277	JOHN DEERE OWNER TRUST	06/28/2023	13,997,664.80	14,000,000.00	14,005,040.00	5.180	5.171	5.243	03/15/2028	1,444
47800RAD5	43954	JOHN DEERE OWNER TRUST	03/19/2024	8,199,540.80	8,200,000.00	8,201,223.44	4.960	4.945	5.014	11/15/2028	1,689
58768RAC4	43201	MERCEDES-BENZ AUTO LEASE TRUST	05/24/2023	31,998,886.40	32,000,000.00	31,804,572.80	4.740	4.723	4.789	01/15/2027	1,019
58772WAC7	41389	MERCEDES -BENZ AUTO REC TRUST	09/22/2021	8,690,352.36	8,691,489.21	8,473,186.81	0.460	0.459	0.466	06/15/2026	805
58770AAC7	42879	MERCEDES -BENZ AUTO REC TRUST	01/25/2023	13,248,410.00	13,250,000.00	13,124,266.78	4.510	4.495	4.558	11/15/2027	1,323
58769FAB1	43542	MERCEDES -BENZ AUTO REC TRUST	10/25/2023	18,999,148.80	19,000,000.00	19,050,027.00	5.920	5.915	5.998	11/16/2026	959
65480BAC1	41206	NISSAN AUTO RECEIVABLES OWNER	06/23/2021	12,841,137.26	12,841,354.28	12,625,158.52	0.330	0.326	0.331	10/15/2025	562
65479QAC1	41856	NISSAN AUTO RECEIVABLES OWNER	02/23/2022	13,600,578.70	13,603,246.30	13,262,845.47	1.860	1.850	1.876	08/17/2026	868
65480WAD3	43130	NISSAN AUTO RECEIVABLES OWNER	04/26/2023	30,994,522.30	31,000,000.00	30,862,394.10	4.910	4.900	4.968	11/15/2027	1,323

Fund COMM - COMMINGLED POOL
Investments by Fund
March 31, 2024

CUSIP	Investment #	Issuer	Purchase Date	Remaining Cost	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Asset Backed Securities (ABS)											
89240BAC2	40930	TOYOTA AUTO REC OWNER TRUST	02/08/2021	1,092,405.57	1,092,608.36	1,087,039.12	0.260	0.265	0.269	05/15/2025	409
89238JAC9	41521	TOYOTA AUTO REC OWNER TRUST	11/15/2021	6,426,845.15	6,426,982.05	6,262,451.31	0.710	0.702	0.712	04/15/2026	744
89239KAC5	41797	TOYOTA AUTO REC OWNER TRUST	01/31/2022	8,604,067.49	8,605,530.44	8,391,319.86	1.230	1.224	1.241	06/15/2026	805
891940AC2	42890	TOYOTA AUTO REC OWNER TRUST	01/30/2023	20,999,989.50	21,000,000.00	20,817,690.60	4.630	4.610	4.674	09/15/2027	1,262
89239MAC1	43090	TOYOTA LEASE OWNER TRUST	04/18/2023	21,996,163.20	22,000,000.00	21,902,643.40	4.930	4.924	4.993	04/20/2026	749
92867WAB4	43248	VOLKSWAGEN AUTO LOAN ENHANCED	06/13/2023	13,766,483.88	13,767,152.97	13,763,875.01	5.500	5.489	5.566	12/21/2026	994
92867UAB8	43457	VOLKSWAGEN AUTO LEASE TRUST	09/19/2023	31,223,895.67	31,226,687.34	31,273,499.27	5.870	5.868	5.950	01/20/2026	659
92348KBL6	43120	VERIZON MASTER TRUST	04/25/2023	39,999,372.00	40,000,000.00	39,786,264.00	4.890	4.873	4.940	04/20/2028	1,480
92348KCL5	43771	VERIZON MASTER TRUST	01/18/2024	17,499,478.50	17,500,000.00	17,449,320.00	5.000	4.984	5.053	12/20/2028	1,724
98164EAC9	40937	WORLD OMNI AUTO REC'VBLE TRUST	02/10/2021	2,777,245.76	2,777,434.91	2,739,107.14	0.300	0.298	0.303	01/15/2026	654
98163NAC0	42020	WORLD OMNI AUTOMOBILE LEASE	04/13/2022	1,295,783.60	1,295,963.10	1,292,274.66	3.210	3.196	3.241	02/18/2025	323
		Subtotal and Average		**1,058,024,030.87**	**1,059,223,486.81**	**1,048,782,489.27**		**3.863**	**3.917**		**1,039**
Municipal Bonds											
13077DQD7	41265	CALIF STATE UNIV	07/29/2021	5,000,000.00	5,000,000.00	4,695,900.00	0.862	0.850	0.862	11/01/2025	579
79739GPD2	41668	SAN DIEGO CNTY ARPT AUTH	12/08/2021	2,495,000.00	2,495,000.00	2,376,512.45	1.341	1.322	1.340	07/01/2025	456
91412HGE7	40532	UNIVERSITY CALIFORNIA REVS	07/16/2020	5,000,000.00	5,000,000.00	4,779,100.00	0.883	0.870	0.883	05/15/2025	409
91412HJK0	40993	UNIVERSITY CALIFORNIA REVS	03/10/2021	2,500,000.00	2,500,000.00	2,484,700.00	0.367	0.361	0.366	05/15/2024	44
		Subtotal and Average		**14,995,000.00**	**14,995,000.00**	**14,336,212.45**		**0.854**	**0.866**		**412**
Commercial Paper, Discount											
16536HD16	44006	CHESHAM FINANCE	03/28/2024	74,955,583.33	75,000,000.00	74,955,600.00	5.330	5.333	5.407	04/01/2024	0
19121ADS7	43623	COCA-COLA CO	11/28/2023	48,885,416.67	50,000,000.00	49,786,550.00	5.350	5.471	5.547	04/26/2024	25
19121AHS3	43963	COCA-COLA CO	03/14/2024	48,808,333.33	50,000,000.00	48,901,150.00	5.200	5.200	5.272	08/26/2024	147
5148X0D10	44005	LANDES BANK-BADEN	03/28/2024	29,982,300.00	30,000,000.00	29,982,210.00	5.310	5.313	5.386	04/01/2024	0
59515MF67	43647	MICROSOFT CORP	12/05/2023	72,941,500.00	75,000,000.00	74,229,000.00	5.370	5.370	5.444	06/06/2024	66
7426M2EH0	43646	PRIVATE EXPORT FUND CORPORATIO	12/04/2023	24,396,145.83	25,000,000.00	24,814,225.00	5.270	5.400	5.475	05/17/2024	46
79490ADK1	43553	SALISBURY REC CO	10/27/2023	68,067,222.22	70,000,000.00	69,771,380.00	5.680	5.680	5.758	04/19/2024	18
79490AFU7	43677	SALISBURY REC CO	12/12/2023	72,732,229.17	75,000,000.00	73,976,850.00	5.470	5.640	5.718	06/28/2024	88
89233GGX8	43750	TOYOTA MOTOR CREDIT CORP	01/08/2024	48,516,597.00	50,000,000.00	49,083,000.00	5.210	5.369	5.443	07/31/2024	121
89233GH58	43783	TOYOTA MOTOR CREDIT CORP	01/16/2024	24,281,777.78	25,000,000.00	24,523,925.00	5.120	5.271	5.344	08/05/2024	126
		Subtotal and Average		**513,567,105.33**	**525,000,000.00**	**520,023,890.00**		**5.432**	**5.507**		**60**

Fund COMM - COMMINGLED POOL
Investments by Fund
March 31, 2024

CUSIP	Investment #	Issuer	Purchase Date	Remaining Cost	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Federal Agency Discount Notes											
313384YK9	43665	FHLB NOTES	12/11/2023	121,565,538.20	125,000,000.00	123,475,607.50	5.125	5.350	5.424	06/21/2024	81
313384VB2	44004	FHLB NOTES	03/27/2024	199,828,333.32	200,000,000.00	199,856,112.00	5.150	5.240	5.312	04/02/2024	1
313384VA4	44007	FHLB NOTES	03/28/2024	149,914,166.67	150,000,000.00	149,913,666.00	5.150	5.239	5.311	04/01/2024	0
		Subtotal and Average		**471,308,038.19**	**475,000,000.00**	**473,245,385.50**		**5.268**	**5.342**		**21**
Treasury Bills											
912797HR1	43657	U S TREASURY BILL	12/07/2023	97,610,667.00	100,000,000.00	99,241,811.00	5.120	5.332	5.406	05/23/2024	52
		Subtotal and Average		**97,610,667.00**	**100,000,000.00**	**99,241,811.00**		**5.333**	**5.407**		**52**
Local Agency Investment Fund											
SYS8506	8506	LOCAL AGENCY INVEST FUND	07/01/2023	45,191,275.81	45,191,275.81	45,191,275.81	4.232	4.174	4.232		1
		Subtotal and Average		**45,191,275.81**	**45,191,275.81**	**45,191,275.81**		**4.174**	**4.232**		**1**
Money Market											
SYS40461	40461	DREYFUS GOVERNMENT CASH MGMT	04/15/2020	906,392.25	906,392.25	906,392.25	5.190	5.118	5.190		1
SYS37590	37590	JP MORGAN US GOVT MMF	02/27/2017	393.58	393.58	393.58	5.150	5.079	5.150		1
SYS34292	34292	MORGAN STANLEY TRSY INSTL 8304	05/21/2013	1.04	1.04	1.04	5.200	5.128	5.200		1
SYS42588	42588	STATE STREET US	09/30/2022	256,329,743.59	256,329,743.59	256,329,743.59	5.230	5.158	5.230		1
SYS23519	23519	BLACKROCK TREASURY LIQ FUND	02/01/2008	875,861,532.35	875,861,532.35	875,861,532.35	5.180	5.109	5.180		1
		Subtotal and Average		**1,133,098,062.81**	**1,133,098,062.81**	**1,133,098,062.81**		**5.120**	**5.191**		**1**
Other - Floaters - Daily Reset											
22532XWQ7	43789	CREDIT AGRICOLE	01/17/2024	65,000,000.00	65,000,000.00	65,000,000.00	5.640	5.634	5.712	01/17/2025	291
02665WEX5	43763	American Honda Finance	01/10/2024	45,000,000.00	45,000,000.00	45,100,167.75	6.050	6.046	6.130	01/09/2026	648
46632FTV7	43828	JPMORGAN	01/29/2024	45,000,000.00	45,000,000.00	45,111,195.00	5.960	5.955	6.037	01/29/2026	668
48207KBA2	43848	Jupiter Securitization Company	01/31/2024	50,000,000.00	50,000,000.00	50,000,000.00	5.660	5.653	5.732	11/01/2024	214
21684LH96	43661	RABOBANK	12/08/2023	75,000,000.00	75,000,000.00	75,000,000.00	5.700	5.692	5.771	10/08/2024	190
		Subtotal and Average		**280,000,000.00**	**280,000,000.00**	**280,211,362.75**		**5.771**	**5.851**		**368**
Agency - Floaters - Daily Reset											
31424WCU4	43656	FARMER MAC	12/07/2023	45,000,000.00	45,000,000.00	45,096,790.95	5.640	5.637	5.716	12/07/2026	980
3133ENKX7	41761	FFCB NOTES	01/18/2022	27,000,000.00	27,000,000.00	27,014,457.96	5.450	4.182	4.240	01/17/2025	291
3133EPN76	43675	FFCB NOTES	12/18/2023	45,000,000.00	45,000,000.00	45,024,935.85	5.610	5.607	5.685	12/18/2026	991

Fund COMM - COMMINGLED POOL
Investments by Fund
March 31, 2024

CUSIP	Investment #	Issuer	Purchase Date	Remaining Cost	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Agency - Floaters - Daily Reset											
3133EPZ73	43827	FFCB NOTES	01/29/2024	50,000,000.00	50,000,000.00	50,005,922.50	5.620	5.618	5.696	01/29/2027	1,033
3130AQLS0	41746	FHLB NOTES	01/11/2022	30,000,000.00	30,000,000.00	30,005,899.80	5.440	4.135	4.192	01/07/2025	281
3130AY4X1	43676	FHLB NOTES	12/14/2023	125,000,000.00	125,000,000.00	125,033,801.25	5.440	5.435	5.510	05/13/2025	407
3130AXYN2	43655	FHLB VARIABLE	12/05/2023	45,000,000.00	45,000,000.00	45,025,792.20	5.540	5.536	5.613	12/05/2025	613
		Subtotal and Average		**367,000,000.00**	**367,000,000.00**	**367,207,600.51**		**5.320**	**5.394**		**640**
Supranationals - Green Bond											
45906M2B6	40684	INTL BANK RECON & DEVELOP	10/27/2020	25,160,500.00	25,000,000.00	25,014,500.00	5.604	2.616	2.652	06/17/2024	77
459058JE4	41545	INTL BANK RECON & DEVELOP	11/22/2021	24,407,000.00	25,000,000.00	23,569,325.25	0.375	1.018	1.032	07/28/2025	483
		Subtotal and Average		**49,567,500.00**	**50,000,000.00**	**48,583,825.25**		**1.821**	**1.846**		**279**
Supranationals											
4581X0DR6	40721	IADB	11/04/2020	45,000,000.00	45,000,000.00	45,023,170.95	5.591	3.186	3.230	02/04/2025	309
459058JL8	40688	INTL BANK RECON & DEVELOP	10/28/2020	2,497,175.00	2,500,000.00	2,338,798.67	0.500	0.515	0.522	10/28/2025	575
459058JL8	40689	INTL BANK RECON & DEVELOP	10/28/2020	14,983,050.00	15,000,000.00	14,032,792.05	0.500	0.515	0.522	10/28/2025	575
459058JS3	41153	INTL BANK RECON & DEVELOP	05/28/2021	9,915,300.00	10,000,000.00	9,265,297.90	0.650	0.822	0.834	02/10/2026	680
		Subtotal and Average		**72,395,525.00**	**72,500,000.00**	**70,660,059.57**		**2.217**	**2.247**		**424**
		Total Investments and Average		**11,341,389,471.60**	**11,400,175,850.06**	**11,148,199,374.59**		**3.684**	**3.735**		**565**

Fund WK - WORKERS COMP
Investments by Fund
March 31, 2024

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	955,452.50	3.117	3.088	3.131	06/25/2027	1,180
3137BRQK4	42233	FHLMC MULTI-FAMILY	05/31/2022	1,965,625.00	2,000,000.00	1,901,486.00	2.624	2.994	3.036	08/25/2026	876
		Subtotal and Average		**2,963,828.13**	**3,000,000.00**	**2,856,938.50**		**3.026**	**3.068**		**978**
Federal Agency Bonds											
3133ENRZ5	41918	FFCB NOTES	03/17/2022	1,991,080.00	2,000,000.00	1,942,984.08	1.950	2.075	2.104	03/17/2025	350
3135G03U5	40497	FNMA NOTES	05/07/2020	1,502,295.00	1,500,000.00	1,432,217.22	0.625	0.585	0.593	04/22/2025	386
		Subtotal and Average		**3,493,375.00**	**3,500,000.00**	**3,375,201.30**		**1.436**	**1.456**		**365**
Federal Agency Bonds - CALLABLE											
3130AJLA5	40503	FHLB NOTES	05/19/2020	3,000,000.00	3,000,000.00	2,858,143.17	0.750	0.739	0.750	05/19/2025	413
3130AJLA5	40504	FHLB NOTES	05/19/2020	2,000,000.00	2,000,000.00	1,905,428.78	0.750	0.739	0.750	05/19/2025	413
3130AKYH3	41962	FHLB NOTES	03/31/2022	1,834,640.00	2,000,000.00	1,797,710.32	0.830	2.618	2.655	02/10/2027	1,045
		Subtotal and Average		**6,834,640.00**	**7,000,000.00**	**6,561,282.27**		**1.258**	**1.275**		**587**
US Treasury Notes											
91282CAM3	41726	U.S. TREASURY NOTES	12/30/2021	2,902,851.56	3,000,000.00	2,803,945.32	0.250	1.118	1.134	09/30/2025	547
91282CDH1	42826	U.S. TREASURY NOTES	12/28/2022	934,062.50	1,000,000.00	972,861.33	0.750	4.381	4.441	11/15/2024	228
		Subtotal and Average		**3,836,914.06**	**4,000,000.00**	**3,776,806.65**		**1.929**	**1.956**		**467**
Money Market											
SYS34789	34789	BLACKROCK TREASURY LIQ FUND	12/26/2013	11,544,429.08	11,544,429.08	11,544,429.08	5.180	5.109	5.180		1
		Subtotal and Average		**11,544,429.08**	**11,544,429.08**	**11,544,429.08**		**5.109**	**5.180**		**1**
Supranationals											
459058JL8	40695	INTL BANK RECON & DEVELOP	10/28/2020	2,497,175.00	2,500,000.00	2,338,798.67	0.500	0.515	0.522	10/28/2025	575
		Subtotal and Average		**2,497,175.00**	**2,500,000.00**	**2,338,798.67**		**0.516**	**0.523**		**575**
		Total Investments and Average		**31,170,361.27**	**31,544,429.08**	**30,453,456.47**		**2.888**	**2.929**		**367**

Fund PCF - PARK CHARTER FUND
Investments by Fund
March 31, 2024

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	971,492.04	1.950	2.075	2.104	03/17/2025	350
		Subtotal and Average		**995,540.00**	**1,000,000.00**	**971,492.04**		**2.075**	**2.104**		**350**
Federal Agency Bonds - CALLABLE											
3130AKYH3	41961	FHLB NOTES	03/31/2022	458,660.00	500,000.00	449,427.58	0.830	2.618	2.655	02/10/2027	1,045
		Subtotal and Average		**458,660.00**	**500,000.00**	**449,427.58**		**2.619**	**2.655**		**1,045**
US Treasury Notes											
91282CAM3	41727	U.S. TREASURY NOTES	12/30/2021	967,617.19	1,000,000.00	934,648.44	0.250	1.118	1.134	09/30/2025	547
91282CDH1	42825	U.S. TREASURY NOTES	12/28/2022	233,515.63	250,000.00	243,215.33	0.750	4.381	4.441	11/15/2024	228
		Subtotal and Average		**1,201,132.82**	**1,250,000.00**	**1,177,863.77**		**1.767**	**1.791**		**483**
Money Market											
SYS33657	33657	BLACKROCK TREASURY LIQ FUND	09/30/2012	1,907,398.95	1,907,398.95	1,907,398.95	5.180	5.109	5.180		1
		Subtotal and Average		**1,907,398.95**	**1,907,398.95**	**1,907,398.95**		**5.109**	**5.180**		**1**
		Total Investments and Average		**4,562,731.77**	**4,657,398.95**	**4,506,182.34**		**3.303**	**3.349**		**313**

Fund SJE - SAN JOSE- EVERGREEN
Investments by Fund
March 31, 2024

CUSIP	Investment #	Issuer	Purchase Date	Remaining Cost	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Municipal Bonds											
68609BSH1	39791	OREGON ST	08/30/2019	592,015.00	500,000.00	500,485.00	5.000	0.948	0.961	05/01/2024	30
93974DM70	40027	WASHINGTON ST	11/08/2019	646,651.50	550,000.00	552,986.50	5.000	1.154	1.170	08/01/2024	122
		Subtotal and Average		**1,238,666.50**	**1,050,000.00**	**1,053,471.50**		**1.057**	**1.071**		**78**
Money Market - Tax Exempt											
SYS33615	33615	Dreyfus Tax Exempt Inst	09/25/2012	644,157.97	644,157.97	644,157.97	3.310	3.264	3.310		1
60934N666	42335	FEDERATED TAX EXEMPT	06/29/2022	20,713,365.71	20,713,365.71	20,713,365.71	3.110	3.067	3.110		1
		Subtotal and Average		**21,357,523.68**	**21,357,523.68**	**21,357,523.68**		**3.073**	**3.116**		**1**
		Total Investments and Average		**22,596,190.18**	**22,407,523.68**	**22,410,995.18**		**2.978**	**3.019**		**4**

SANTA CLARA COUNTY INVESTMENTS
Transaction Activity Report
January 1, 2024 - March 31, 2024
Sorted by Fund - Transaction Date
COMMINGLED POOL Fund

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
43733	COMM	16536HA35	CHES DISC NOTE	Purchase	01/02/2024	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
43735	COMM	313384RH4	FHLB DISC NOTE	Purchase	01/02/2024	FHLB NOTES	249,963,333.35			**-249,963,333.35**
43732	COMM	5148X0A39	LANDES DISC NOTE	Purchase	01/02/2024	LANDES	124,981,562.50			**-124,981,562.50**
43734	COMM	63873JA34	NATXNY DISC NOTE	Purchase	01/02/2024	NATIXIS NY	49,992,638.89			**-49,992,638.89**
40910	COMM	374288AB4	JPGETY 0.391% MAT	Redemption	01/02/2024	J PAUL GETTY		15,000,000.00		**15,000,000.00**
43729	COMM	5148X0A21	LANDES DISC NOTE	Redemption	01/02/2024	LANDES		125,000,000.00		**125,000,000.00**
43730	COMM	16536HA27	CHES DISC NOTE	Redemption	01/02/2024	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43731	COMM	313384RG6	FHLB DISC NOTE	Redemption	01/02/2024	FHLB NOTES		250,000,000.00		**250,000,000.00**
40044	COMM	3135G0V75	FEDERAL NATL MTG	Interest	01/02/2024	FNMA NOTES			218,750.00	**218,750.00**
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**
40910	COMM	374288AB4	JPGETY 0.391% MAT	Interest	01/02/2024	J PAUL GETTY			29,325.00	**29,325.00**
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**
41668	COMM	79739GPD2	SDGAPT 1.341%	Interest	01/02/2024	SAN DIEGO CNTY			16,728.98	**16,728.98**
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**
43074	COMM	95709TAN0	EVRG 2.55% MAT	Interest	01/02/2024	EVERGY KANSAS			255,000.00	**255,000.00**
43082	COMM	95709TAN0	EVRG 2.55% MAT	Interest	01/02/2024	EVERGY KANSAS			127,500.00	**127,500.00**
43737	COMM	16536HA43	CHES DISC NOTE	Purchase	01/03/2024	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
43739	COMM	313384RJ0	FHLB DISC NOTE	Purchase	01/03/2024	FHLB NOTES	249,963,194.45			**-249,963,194.45**
43736	COMM	5148X0A47	LANDES DISC NOTE	Purchase	01/03/2024	LANDES	124,981,562.50			**-124,981,562.50**
43738	COMM	63873JA42	NATXNY DISC NOTE	Purchase	01/03/2024	NATIXIS NY	49,992,638.89			**-49,992,638.89**
43732	COMM	5148X0A39	LANDES DISC NOTE	Redemption	01/03/2024	LANDES		125,000,000.00		**125,000,000.00**
43733	COMM	16536HA35	CHES DISC NOTE	Redemption	01/03/2024	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43734	COMM	63873JA34	NATXNY DISC NOTE	Redemption	01/03/2024	NATIXIS NY		50,000,000.00		**50,000,000.00**
43735	COMM	313384RH4	FHLB DISC NOTE	Redemption	01/03/2024	FHLB NOTES		250,000,000.00		**250,000,000.00**
37590	COMM	SYS37590	JPM TE 0.44%	Interest	01/03/2024	JP MORGAN US			1,152,326.56	**1,152,326.56**
37590	COMM	SYS37590	JPM TE 0.44%	Purchase	01/03/2024	JP MORGAN US	1,152,326.56			**-1,152,326.56**
40461	COMM	SYS40461	DGCXX 0.%	Interest	01/03/2024	DREYFUS			509,562.52	**509,562.52**
40461	COMM	SYS40461	DGCXX 0.%	Purchase	01/03/2024	DREYFUS	509,562.52			**-509,562.52**

SANTA CLARA COUNTY INVESTMENTS
Transaction Activity Report
Sorted by Fund - Transaction Date

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
42588	COMM	SYS42588	OPGXX	Interest	01/03/2024	STATE STREET US			2,124,836.33	**2,124,836.33**
42588	COMM	SYS42588	OPGXX	Purchase	01/03/2024	STATE STREET US	2,124,836.33			**-2,124,836.33**
43741	COMM	16536HA50	CHES DISC NOTE	Purchase	01/04/2024	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
43743	COMM	313384RK7	FHLB DISC NOTE	Purchase	01/04/2024	FHLB NOTES	249,963,402.80			**-249,963,402.80**
43740	COMM	5148X0A54	LANDES DISC NOTE	Purchase	01/04/2024	LANDES	124,981,562.50			**-124,981,562.50**
43742	COMM	63873JA59	NATXNY DISC NOTE	Purchase	01/04/2024	NATIXIS NY	49,992,638.89			**-49,992,638.89**
43736	COMM	5148X0A47	LANDES DISC NOTE	Redemption	01/04/2024	LANDES		125,000,000.00		**125,000,000.00**
43737	COMM	16536HA43	CHES DISC NOTE	Redemption	01/04/2024	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43738	COMM	63873JA42	NATXNY DISC NOTE	Redemption	01/04/2024	NATIXIS NY		50,000,000.00		**50,000,000.00**
43739	COMM	313384RJ0	FHLB DISC NOTE	Redemption	01/04/2024	FHLB NOTES		250,000,000.00		**250,000,000.00**
43744	COMM	05593D3K7	BNP P 5.33% MAT	Purchase	01/05/2024	BNP PARIBAS NY	60,000,000.00			**-60,000,000.00**
43747	COMM	16536HA84	CHES DISC NOTE	Purchase	01/05/2024	CHESHAM FINANCE	74,966,687.50			**-74,966,687.50**
43749	COMM	313384RN1	FHLB DISC NOTE	Purchase	01/05/2024	FHLB NOTES	249,890,208.35			**-249,890,208.35**
43746	COMM	5148X0A88	LANDES DISC NOTE	Purchase	01/05/2024	LANDES	124,944,687.50			**-124,944,687.50**
43748	COMM	63873JA83	NATXNY DISC NOTE	Purchase	01/05/2024	NATIXIS NY	49,977,916.67			**-49,977,916.67**
43039	COMM	31315KRK8	FRMDN ZERO CPN	Redemption	01/05/2024	FARMER MAC		50,000,000.00		**50,000,000.00**
43247	COMM	89233GA55	TOYO ZERO CPN	Redemption	01/05/2024	TOYOTA MOTOR		50,000,000.00		**50,000,000.00**
43740	COMM	5148X0A54	LANDES DISC NOTE	Redemption	01/05/2024	LANDES		125,000,000.00		**125,000,000.00**
43741	COMM	16536HA50	CHES DISC NOTE	Redemption	01/05/2024	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43742	COMM	63873JA59	NATXNY DISC NOTE	Redemption	01/05/2024	NATIXIS NY		50,000,000.00		**50,000,000.00**
43743	COMM	313384RK7	FHLB DISC NOTE	Redemption	01/05/2024	FHLB NOTES		250,000,000.00		**250,000,000.00**
43752	COMM	16536HA92	CHES DISC NOTE	Purchase	01/08/2024	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
43754	COMM	313384RP6	FHLB DISC NOTE	Purchase	01/08/2024	FHLB NOTES	249,963,472.20			**-249,963,472.20**
43751	COMM	5148X0A96	LANDES DISC NOTE	Purchase	01/08/2024	LANDES	124,981,562.50			**-124,981,562.50**
43745	COMM	59217GFR5	MET LI 4.85% MAT	Purchase	01/08/2024	MET LIFE GLOBAL	19,998,200.00			**-19,998,200.00**
43753	COMM	63873JA91	NATXNY DISC NOTE	Purchase	01/08/2024	NATIXIS NY	49,992,638.89			**-49,992,638.89**
43750	COMM	89233GGX8	TOYO ZERO CPN	Purchase	01/08/2024	TOYOTA MOTOR	48,516,597.00			**-48,516,597.00**
43746	COMM	5148X0A88	LANDES DISC NOTE	Redemption	01/08/2024	LANDES		125,000,000.00		**125,000,000.00**
43747	COMM	16536HA84	CHES DISC NOTE	Redemption	01/08/2024	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43748	COMM	63873JA83	NATXNY DISC NOTE	Redemption	01/08/2024	NATIXIS NY		50,000,000.00		**50,000,000.00**
43749	COMM	313384RN1	FHLB DISC NOTE	Redemption	01/08/2024	FHLB NOTES		250,000,000.00		**250,000,000.00**
39714	COMM	931142EL3	WALMART INC, SR	Interest	01/08/2024	WALMART			71,250.00	**71,250.00**
40233	COMM	3135G0X24	FEDERAL NATL MTG	Interest	01/08/2024	FNMA NOTES			121,875.00	**121,875.00**
41746	COMM	3130AQLS0	FEDERAL HOME LN	Interest	01/08/2024	FHLB NOTES			415,958.34	**415,958.34**
41747	COMM	3133ENKS8	FEDERAL FARM CR	Interest	01/08/2024	FFCB NOTES			70,312.50	**70,312.50**
41875	COMM	931142EM1	WALMART INC, SR	Interest	01/08/2024	WALMART			35,303.75	**35,303.75**
42839	COMM	592179KD6	METSHR 5.% MAT	Interest	01/08/2024	METLIFE SHORT			375,000.00	**375,000.00**
43661	COMM	21684LH96	RABO 5.69% MAT	Interest	01/08/2024	RABOBANK			367,854.38	**367,854.38**
43760	COMM	16536HAA9	CHES DISC NOTE	Purchase	01/09/2024	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
43762	COMM	313384RQ4	FHLB DISC NOTE	Purchase	01/09/2024	FHLB NOTES	249,963,472.20			**-249,963,472.20**

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43759	COMM	5148X0AA3	LANDES DISC NOTE	Purchase	01/09/2024	LANDES	124,981,562.50			**-124,981,562.50**
43761	COMM	63873JAA8	NATXNY DISC NOTE	Purchase	01/09/2024	NATIXIS NY	49,992,638.89			**-49,992,638.89**
43751	COMM	5148X0A96	LANDES DISC NOTE	Redemption	01/09/2024	LANDES		125,000,000.00		**125,000,000.00**
43752	COMM	16536HA92	CHES DISC NOTE	Redemption	01/09/2024	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43753	COMM	63873JA91	NATXNY DISC NOTE	Redemption	01/09/2024	NATIXIS NY		50,000,000.00		**50,000,000.00**
43754	COMM	313384RP6	FHLB DISC NOTE	Redemption	01/09/2024	FHLB NOTES		250,000,000.00		**250,000,000.00**
43765	COMM	16536HAB7	CHES DISC NOTE	Purchase	01/10/2024	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
43767	COMM	313384RR2	FHLB DISC NOTE	Purchase	01/10/2024	FHLB NOTES	249,963,541.65			**-249,963,541.65**
43763	COMM	02665WEX5	HNDA 6.01% MAT	Purchase	01/10/2024	American Honda	45,000,000.00			**-45,000,000.00**
43769	COMM	4820P2C45	JUPITE DISC NOTE	Purchase	01/10/2024	Jupiter Securitizati	79,354,400.00			**-79,354,400.00**
43764	COMM	5148X0AB1	LANDES DISC NOTE	Purchase	01/10/2024	LANDES	124,981,562.50			**-124,981,562.50**
43766	COMM	63873JAB6	NATXNY DISC NOTE	Purchase	01/10/2024	NATIXIS NY	49,992,638.89			**-49,992,638.89**
42843	COMM	3130AUGN8	FEDERAL HOME	Redemption	01/10/2024	FHLB NOTES		45,000,000.00		**45,000,000.00**
43759	COMM	5148X0AA3	LANDES DISC NOTE	Redemption	01/10/2024	LANDES		125,000,000.00		**125,000,000.00**
43760	COMM	16536HAA9	CHES DISC NOTE	Redemption	01/10/2024	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43761	COMM	63873JAA8	NATXNY DISC NOTE	Redemption	01/10/2024	NATIXIS NY		50,000,000.00		**50,000,000.00**
43762	COMM	313384RQ4	FHLB DISC NOTE	Redemption	01/10/2024	FHLB NOTES		250,000,000.00		**250,000,000.00**
42685	COMM	3133ENZ37	FEDERAL FARM CR	Interest	01/10/2024	FFCB NOTES			243,750.00	**243,750.00**
42843	COMM	3130AUGN8	FEDERAL HOME	Interest	01/10/2024	FHLB NOTES			1,125,000.00	**1,125,000.00**
41209	COMM	14687TAC1	CRVNA 0.49% MAT	Interest	01/10/2024	CARVANA AUTO			1,824.03	**1,824.03**
41209	COMM	14687TAC1	CRVNA 0.49% MAT	Redemption	01/10/2024	CARVANA AUTO		637,867.46		**637,867.46**
43773	COMM	16536HAC5	CHES DISC NOTE	Purchase	01/11/2024	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
43775	COMM	313384RS0	FHLB DISC NOTE	Purchase	01/11/2024	FHLB NOTES	249,963,680.55			**-249,963,680.55**
43772	COMM	5148X0AC9	LANDES DISC NOTE	Purchase	01/11/2024	LANDES	124,981,562.50			**-124,981,562.50**
43774	COMM	63873JAC4	NATXNY DISC NOTE	Purchase	01/11/2024	NATIXIS NY	49,992,638.89			**-49,992,638.89**
43764	COMM	5148X0AB1	LANDES DISC NOTE	Redemption	01/11/2024	LANDES		125,000,000.00		**125,000,000.00**
43765	COMM	16536HAB7	CHES DISC NOTE	Redemption	01/11/2024	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43766	COMM	63873JAB6	NATXNY DISC NOTE	Redemption	01/11/2024	NATIXIS NY		50,000,000.00		**50,000,000.00**
43767	COMM	313384RR2	FHLB DISC NOTE	Redemption	01/11/2024	FHLB NOTES		250,000,000.00		**250,000,000.00**
42707	COMM	66815L2F5	NWMLIC 1.75% MAT	Interest	01/11/2024	NORTHWESTERN			278,311.25	**278,311.25**
43778	COMM	16536HAG6	CHES DISC NOTE	Purchase	01/12/2024	CHESHAM FINANCE	74,955,583.33			**-74,955,583.33**
43756	COMM	3130AYFT8	FEDERAL HOME	Purchase	01/12/2024	FHLB NOTES	25,000,000.00			**-25,000,000.00**
43770	COMM	3130AYFT8	FEDERAL HOME	Purchase	01/12/2024	FHLB NOTES	20,000,000.00			**-20,000,000.00**
43776	COMM	3130AYFT8	FEDERAL HOME	Purchase	01/12/2024	FHLB NOTES	10,000,000.00			**-10,000,000.00**
43781	COMM	313384RW1	FHLB DISC NOTE	Purchase	01/12/2024	FHLB NOTES	249,854,166.65			**-249,854,166.65**
43777	COMM	5148X0AG0	LANDES DISC NOTE	Purchase	01/12/2024	LANDES	124,926,250.00			**-124,926,250.00**
43779	COMM	63873JAG5	NATXNY DISC NOTE	Purchase	01/12/2024	NATIXIS NY	49,970,555.56			**-49,970,555.56**
8506	COMM	SYS8506	LAIF 1.65%	Purchase	01/12/2024	LOCAL AGENCY	449,482.95			**-449,482.95**
40892	COMM	21688AAQ5	RABO 0.375% MAT	Redemption	01/12/2024	RABOBANK		7,000,000.00		**7,000,000.00**
43772	COMM	5148X0AC9	LANDES DISC NOTE	Redemption	01/12/2024	LANDES		125,000,000.00		**125,000,000.00**

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43773	COMM	16536HAC5	CHES DISC NOTE	Redemption	01/12/2024	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43774	COMM	63873JAC4	NATXNY DISC NOTE	Redemption	01/12/2024	NATIXIS NY		50,000,000.00		**50,000,000.00**
43775	COMM	313384RS0	FHLB DISC NOTE	Redemption	01/12/2024	FHLB NOTES		250,000,000.00		**250,000,000.00**
37590	COMM	SYS37590	JPM TE 0.44%	Redemption	01/12/2024	JP MORGAN US		150,000,000.00		**150,000,000.00**
40892	COMM	21688AAQ5	RABO 0.375% MAT	Interest	01/12/2024	RABOBANK			13,125.00	**13,125.00**
43063	COMM	3134GYPF3	FHLMC 4.75% MAT	Interest	01/12/2024	FHLMC NOTES			593,750.00	**593,750.00**
43064	COMM	3134GYPF3	FHLMC 4.75% MAT	Interest	01/12/2024	FHLMC NOTES			356,250.00	**356,250.00**
8506	COMM	SYS8506	LAIF 1.65%	Interest	01/12/2024	LOCAL AGENCY			449,482.95	**449,482.95**
43785	COMM	16536HAH4	CHES DISC NOTE	Purchase	01/16/2024	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
43788	COMM	313384RX9	FHLB DISC NOTE	Purchase	01/16/2024	FHLB NOTES	249,963,541.65			**-249,963,541.65**
43784	COMM	5148X0AH8	LANDES DISC NOTE	Purchase	01/16/2024	LANDES	124,981,562.50			**-124,981,562.50**
43786	COMM	63873JAH3	NATXNY DISC NOTE	Purchase	01/16/2024	NATIXIS NY	49,992,638.89			**-49,992,638.89**
43783	COMM	89233GH58	TOYO ZERO CPN	Purchase	01/16/2024	TOYOTA MOTOR	24,281,777.78			**-24,281,777.78**
39495	COMM	4581X0DF2	IADB 2.625% MAT	Redemption	01/16/2024	IADB		17,000,000.00		**17,000,000.00**
41048	COMM	91282CBE0	UNITED STATES	Redemption	01/16/2024	U.S. TREASURY		45,000,000.00		**45,000,000.00**
42776	COMM	91282CBE0	UNITED STATES	Redemption	01/16/2024	U.S. TREASURY		45,000,000.00		**45,000,000.00**
43777	COMM	5148X0AG0	LANDES DISC NOTE	Redemption	01/16/2024	LANDES		125,000,000.00		**125,000,000.00**
43778	COMM	16536HAG6	CHES DISC NOTE	Redemption	01/16/2024	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43779	COMM	63873JAG5	NATXNY DISC NOTE	Redemption	01/16/2024	NATIXIS NY		50,000,000.00		**50,000,000.00**
43781	COMM	313384RW1	FHLB DISC NOTE	Redemption	01/16/2024	FHLB NOTES		250,000,000.00		**250,000,000.00**
39495	COMM	4581X0DF2	IADB 2.625% MAT	Interest	01/16/2024	IADB			223,125.00	**223,125.00**
40274	COMM	037833DF4	APPLE INC, SR GLBL	Interest	01/16/2024	APPLE INC			68,750.00	**68,750.00**
40337	COMM	742651DP4	PEFCO 2.45% MAT	Interest	01/16/2024	PRIVATE EXPORT			139,466.25	**139,466.25**
40528	COMM	3136G4YU1	FEDERAL NATL MTG	Interest	01/16/2024	FNMA NOTES			36,500.00	**36,500.00**
40529	COMM	3136G4YU1	FEDERAL NATL MTG	Interest	01/16/2024	FNMA NOTES			20,140.70	**20,140.70**
41048	COMM	91282CBE0	UNITED STATES	Interest	01/16/2024	U.S. TREASURY			28,125.00	**28,125.00**
41757	COMM	64952WEK5	NEW YORK LIFE	Interest	01/16/2024	NEW YORK LIFE			253,750.00	**253,750.00**
42334	COMM	57629WCQ1	MASSMU 2.35% MAT	Interest	01/16/2024	MASSMUTUAL			88,125.00	**88,125.00**
42776	COMM	91282CBE0	UNITED STATES	Interest	01/16/2024	U.S. TREASURY			28,125.00	**28,125.00**
42791	COMM	641062AR5	NESNVX 0.625%	Interest	01/16/2024	NESTLE HOLDINGS			78,125.00	**78,125.00**
40930	COMM	89240BAC2	TOYOTA AUTO	Interest	01/16/2024	TOYOTA AUTO REC			576.46	**576.46**
40930	COMM	89240BAC2	TOYOTA AUTO	Redemption	01/16/2024	TOYOTA AUTO REC		524,890.74		**524,890.74**
40937	COMM	98164EAC9	WOART 0.3% MAT	Interest	01/16/2024	WORLD OMNI AUTO			1,027.12	**1,027.12**
40937	COMM	98164EAC9	WOART 0.3% MAT	Redemption	01/16/2024	WORLD OMNI AUTO		429,150.95		**429,150.95**
40958	COMM	34532NAC9	FORDO 0.3% MAT	Interest	01/16/2024	FORD CREDIT AUTO			1,158.38	**1,158.38**
40958	COMM	34532NAC9	FORDO 0.3% MAT	Redemption	01/16/2024	FORD CREDIT AUTO		695,483.92		**695,483.92**
40991	COMM	47788UAC6	JDOT 0.36% MAT	Interest	01/16/2024	JOHN DEERE			662.38	**662.38**
40991	COMM	47788UAC6	JDOT 0.36% MAT	Redemption	01/16/2024	JOHN DEERE		322,089.60		**322,089.60**
41111	COMM	44933LAC7	HART 0.38% MAT	Interest	01/16/2024	HYUNDAI AUTO			870.02	**870.02**
41111	COMM	44933LAC7	HART 0.38% MAT	Redemption	01/16/2024	HYUNDAI AUTO		424,847.21		**424,847.21**

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41182	COMM	89190GAC1	TAOT 0.26% MAT	Interest	01/16/2024	TOYOTA AUTO REC			2,647.53	**2,647.53**
41182	COMM	89190GAC1	TAOT 0.26% MAT	Redemption	01/16/2024	TOYOTA AUTO REC		1,256,021.13		**1,256,021.13**
41206	COMM	65480BAC1	NAROT 0.33% MAT	Interest	01/16/2024	NISSAN AUTO			4,970.72	**4,970.72**
41206	COMM	65480BAC1	NAROT 0.33% MAT	Redemption	01/16/2024	NISSAN AUTO		1,764,502.40		**1,764,502.40**
41220	COMM	58769KAD6	MBALT 0.4% MAT	Interest	01/16/2024	MERCEDES-BENZ			443.21	**443.21**
41220	COMM	58769KAD6	MBALT 0.4% MAT	Redemption	01/16/2024	MERCEDES-BENZ		1,329,635.20		**1,329,635.20**
41240	COMM	47789QAC4	JDOT 0.52% MAT	Interest	01/16/2024	JOHN DEERE			2,112.26	**2,112.26**
41240	COMM	47789QAC4	JDOT 0.52% MAT	Redemption	01/16/2024	JOHN DEERE		412,852.72		**412,852.72**
41242	COMM	14041NFW6	COMET 0.55% MAT	Interest	01/16/2024	CAPITAL ONE MULTI			10,770.83	**10,770.83**
41242	COMM	14041NFW6	COMET 0.55% MAT	Redemption	01/16/2024	CAPITAL ONE MULTI		865,810.76		**865,810.76**
41387	COMM	44933MAC5	HALST 0.38% MAT	Interest	01/16/2024	HYUNDAI AUTO			463.41	**463.41**
41387	COMM	44933MAC5	HALST 0.38% MAT	Redemption	01/16/2024	HYUNDAI AUTO		1,463,437.96		**1,463,437.96**
41389	COMM	58772WAC7	MBART 0.46% MAT	Interest	01/16/2024	MERCEDES -BENZ			4,339.70	**4,339.70**
41389	COMM	58772WAC7	MBART 0.46% MAT	Redemption	01/16/2024	MERCEDES -BENZ		860,155.12		**860,155.12**
41402	COMM	254683CP8	DCENT 0.58% MAT	Interest	01/16/2024	DISCOVER CARD			9,666.66	**9,666.66**
41402	COMM	254683CP8	DCENT 0.58% MAT	Redemption	01/16/2024	DISCOVER CARD		694,174.99		**694,174.99**
41476	COMM	14044CAC6	COPAR 0.77% MAT	Interest	01/16/2024	CAPITAL ONE			6,537.57	**6,537.57**
41476	COMM	14044CAC6	COPAR 0.77% MAT	Redemption	01/16/2024	CAPITAL ONE		665,963.30		**665,963.30**
41521	COMM	89238JAC9	TAOT 0.71% MAT	Interest	01/16/2024	TOYOTA AUTO REC			4,813.35	**4,813.35**
41521	COMM	89238JAC9	TAOT 0.71% MAT	Redemption	01/16/2024	TOYOTA AUTO REC		556,137.34		**556,137.34**
41529	COMM	02582JJR2	AMXCA 0.9% MAT	Interest	01/16/2024	AMERICAN			24,375.00	**24,375.00**
41529	COMM	02582JJR2	AMXCA 0.9% MAT	Redemption	01/16/2024	AMERICAN		1,031,172.16		**1,031,172.16**
41612	COMM	14041NFY2	CAPITAL ONE MULTI	Interest	01/16/2024	CAPITAL ONE MULTI			31,200.01	**31,200.01**
41612	COMM	14041NFY2	CAPITAL ONE MULTI	Redemption	01/16/2024	CAPITAL ONE MULTI		1,140,230.41		**1,140,230.41**
41766	COMM	44891WAC3	HALST 1.16% MAT	Interest	01/16/2024	HYUNDAI AUTO			5,346.10	**5,346.10**
41766	COMM	44891WAC3	HALST 1.16% MAT	Redemption	01/16/2024	HYUNDAI AUTO		1,357,931.07		**1,357,931.07**
41776	COMM	345286AC2	FORDO 1.29% MAT	Interest	01/16/2024	FORD CREDIT AUTO			9,622.04	**9,622.04**
41776	COMM	345286AC2	FORDO 1.29% MAT	Redemption	01/16/2024	FORD CREDIT AUTO		578,967.58		**578,967.58**
41797	COMM	89239KAC5	TAOT 1.23% MAT	Interest	01/16/2024	TOYOTA AUTO REC			10,971.27	**10,971.27**
41797	COMM	89239KAC5	TAOT 1.23% MAT	Redemption	01/16/2024	TOYOTA AUTO REC		687,884.38		**687,884.38**
41855	COMM	43815BAC4	HAROT 1.88% MAT	Interest	01/16/2024	HONDA AUTO			35,165.07	**35,165.07**
41855	COMM	43815BAC4	HAROT 1.88% MAT	Redemption	01/16/2024	HONDA AUTO		1,408,707.98		**1,408,707.98**
41856	COMM	65479QAC1	NAROT 1.86% MAT	Interest	01/16/2024	NISSAN AUTO			25,521.10	**25,521.10**
41856	COMM	65479QAC1	NAROT 1.86% MAT	Redemption	01/16/2024	NISSAN AUTO		930,447.89		**930,447.89**
41910	COMM	47787JAC2	JDOT 2.32% MAT	Interest	01/16/2024	JOHN DEERE			16,337.47	**16,337.47**
41910	COMM	47787JAC2	JDOT 2.32% MAT	Redemption	01/16/2024	JOHN DEERE		541,870.72		**541,870.72**
41919	COMM	02589BAA8	AMXCA 2.21% MAT	Interest	01/16/2024	AMERICAN			35,912.51	**35,912.51**
41919	COMM	02589BAA8	AMXCA 2.21% MAT	Redemption	01/16/2024	AMERICAN		553,867.39		**553,867.39**
41952	COMM	14041NFZ9	COMET 2.8% MAT	Interest	01/16/2024	CAPITAL ONE MULTI			44,333.33	**44,333.33**
41952	COMM	14041NFZ9	COMET 2.8% MAT	Redemption	01/16/2024	CAPITAL ONE MULTI		532,029.21		**532,029.21**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
42009	COMM	362585AC5	GMCAR 3.1% MAT	Interest	01/16/2024	GM FINANCIAL			29,708.35	**29,708.35**
42009	COMM	362585AC5	GMCAR 3.1% MAT	Redemption	01/16/2024	GM FINANCIAL		328,359.04		**328,359.04**
42020	COMM	98163NAC0	WOLS 3.21% MAT	Interest	01/16/2024	WORLD OMNI			6,691.53	**6,691.53**
42020	COMM	98163NAC0	WOLS 3.21% MAT	Redemption	01/16/2024	WORLD OMNI		355,428.53		**355,428.53**
42040	COMM	41284YAD8	HDMOT 3.06% MAT	Interest	01/16/2024	HARLEY-DAVIDSON			54,866.10	**54,866.10**
42040	COMM	41284YAD8	HDMOT 3.06% MAT	Redemption	01/16/2024	HARLEY-DAVIDSON		1,198,229.60		**1,198,229.60**
42066	COMM	34528LAD7	FORDL 3.23% MAT	Interest	01/16/2024	FORD CREDIT AUTO			45,109.41	**45,109.41**
42066	COMM	34528LAD7	FORDL 3.23% MAT	Redemption	01/16/2024	FORD CREDIT AUTO		3,306,639.63		**3,306,639.63**
42084	COMM	14317HAC5	CARMX 3.49% MAT	Interest	01/16/2024	CARMAX AUTO			51,397.92	**51,397.92**
42084	COMM	14317HAC5	CARMX 3.49% MAT	Redemption	01/16/2024	CARMAX AUTO		885,704.89		**885,704.89**
42116	COMM	14043QAC6	COPAR 3.17% MAT	Interest	01/16/2024	CAPITAL ONE			39,625.01	**39,625.01**
42116	COMM	14043QAC6	COPAR 3.17% MAT	Redemption	01/16/2024	CAPITAL ONE		405,674.03		**405,674.03**
42182	COMM	02008JAC0	ALLYA 3.31% MAT	Interest	01/16/2024	ALLY AUTO			77,864.75	**77,864.75**
42182	COMM	02008JAC0	ALLYA 3.31% MAT	Redemption	01/16/2024	ALLY AUTO		1,704,185.80		**1,704,185.80**
42184	COMM	44934LAD4	HALST 3.35% MAT	Interest	01/16/2024	HYUNDAI AUTO			91,358.08	**91,358.08**
42184	COMM	44934LAD4	HALST 3.35% MAT	Redemption	01/16/2024	HYUNDAI AUTO		3,735,312.90		**3,735,312.90**
42202	COMM	02582JJT8	AMXCA 3.39% MAT	Interest	01/16/2024	AMERICAN			98,875.00	**98,875.00**
42202	COMM	02582JJT8	AMXCA 3.39% MAT	Redemption	01/16/2024	AMERICAN		902,041.20		**902,041.20**
42879	COMM	58770AAC7	MBART 4.51% MAT	Interest	01/16/2024	MERCEDES -BENZ			49,797.91	**49,797.91**
42879	COMM	58770AAC7	MBART 4.51% MAT	Redemption	01/16/2024	MERCEDES -BENZ		284,516.22		**284,516.22**
42890	COMM	891940AC2	TAOT 4.63% MAT	Interest	01/16/2024	TOYOTA AUTO REC			81,024.99	**81,024.99**
42890	COMM	891940AC2	TAOT 4.63% MAT	Redemption	01/16/2024	TOYOTA AUTO REC		469,826.32		**469,826.32**
42944	COMM	14043KAH8	COPAR 4.87% MAT	Interest	01/16/2024	CAPITAL ONE			43,627.08	**43,627.08**
42944	COMM	14043KAH8	COPAR 4.87% MAT	Redemption	01/16/2024	CAPITAL ONE		213,867.02		**213,867.02**
42945	COMM	41285JAD0	HDMOT 5.05% MAT	Interest	01/16/2024	HARLEY-DAVIDSON			54,708.33	**54,708.33**
42945	COMM	41285JAD0	HDMOT 5.05% MAT	Redemption	01/16/2024	HARLEY-DAVIDSON		268,563.35		**268,563.35**
43065	COMM	448979AD6	HART 4.58% MAT	Interest	01/16/2024	HYUNDAI AUTO			38,166.67	**38,166.67**
43065	COMM	448979AD6	HART 4.58% MAT	Redemption	01/16/2024	HYUNDAI AUTO		246,628.30		**246,628.30**
43089	COMM	254683CW3	DCENT 3.56% MAT	Interest	01/16/2024	DISCOVER CARD			147,517.52	**147,517.52**
43089	COMM	254683CW3	DCENT 3.56% MAT	Redemption	01/16/2024	DISCOVER CARD		1,198,961.92		**1,198,961.92**
43117	COMM	12664QAB0	CNH 5.34% MAT	Interest	01/16/2024	CNH EQUIPMENT			93,450.00	**93,450.00**
43117	COMM	12664QAB0	CNH 5.34% MAT	Redemption	01/16/2024	CNH EQUIPMENT		1,711,272.15		**1,711,272.15**
43130	COMM	65480WAD3	NAROT 4.91% MAT	Interest	01/16/2024	NISSAN AUTO			126,841.68	**126,841.68**
43130	COMM	65480WAD3	NAROT 4.91% MAT	Redemption	01/16/2024	NISSAN AUTO		645,396.67		**645,396.67**
43201	COMM	58768RAC4	MBALT 4.74% MAT	Interest	01/16/2024	MERCEDES-BENZ			126,400.00	**126,400.00**
43201	COMM	58768RAC4	MBALT 4.74% MAT	Redemption	01/16/2024	MERCEDES-BENZ		846,779.88		**846,779.88**
43212	COMM	437927AC0	HAROT 4.93% MAT	Interest	01/16/2024	HONDA AUTO			73,949.99	**73,949.99**
43212	COMM	437927AC0	HAROT 4.93% MAT	Redemption	01/16/2024	HONDA AUTO		371,626.85		**371,626.85**
43249	COMM	02582JJZ4	AMXCA 4.87% MAT	Interest	01/16/2024	AMERICAN			76,093.74	**76,093.74**
43249	COMM	02582JJZ4	AMXCA 4.87% MAT	Redemption	01/16/2024	AMERICAN		339,417.57		**339,417.57**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
43276	COMM	254683CZ6	DCENT 4.93% MAT	Interest	01/16/2024	DISCOVER CARD			123,249.99	**123,249.99**
43276	COMM	254683CZ6	DCENT 4.93% MAT	Redemption	01/16/2024	DISCOVER CARD		531,913.79		**531,913.79**
43277	COMM	477920AC6	JDOT 5.18% MAT	Interest	01/16/2024	JOHN DEERE			60,433.34	**60,433.34**
43277	COMM	477920AC6	JDOT 5.18% MAT	Redemption	01/16/2024	JOHN DEERE		259,777.52		**259,777.52**
43456	COMM	34529NAB6	FORDL 5.9% MAT	Interest	01/16/2024	FORD CREDIT AUTO			73,750.01	**73,750.01**
43456	COMM	34529NAB6	FORDL 5.9% MAT	Redemption	01/16/2024	FORD CREDIT AUTO		551,902.13		**551,902.13**
43476	COMM	233868AC2	DTRT 5.9% MAT	Interest	01/16/2024	DAIMLET TRUCKS			132,750.01	**132,750.01**
43476	COMM	233868AC2	DTRT 5.9% MAT	Redemption	01/16/2024	DAIMLET TRUCKS		647,383.02		**647,383.02**
43477	COMM	41285YAB1	HDMOT 5.92% MAT	Interest	01/16/2024	HARLEY-DAVIDSON			83,866.66	**83,866.66**
43477	COMM	41285YAB1	HDMOT 5.92% MAT	Redemption	01/16/2024	HARLEY-DAVIDSON		443,733.97		**443,733.97**
43505	COMM	14044EAB4	COPAR 5.91% MAT	Interest	01/16/2024	CAPITAL ONE			192,075.00	**192,075.00**
43505	COMM	14044EAB4	COPAR 5.91% MAT	Redemption	01/16/2024	CAPITAL ONE		1,075,445.21		**1,075,445.21**
43542	COMM	58769FAB1	MBART 5.92% MAT	Interest	01/16/2024	MERCEDES -BENZ			93,733.33	**93,733.33**
43542	COMM	58769FAB1	MBART 5.92% MAT	Redemption	01/16/2024	MERCEDES -BENZ		492,856.70		**492,856.70**
43562	COMM	44918CAD4	HART 5.54% MAT	Interest	01/16/2024	HYUNDAI AUTO			36,933.34	**36,933.34**
43562	COMM	44918CAD4	HART 5.54% MAT	Redemption	01/16/2024	HYUNDAI AUTO		120,890.86		**120,890.86**
43791	COMM	16536HAJ0	CHES DISC NOTE	Purchase	01/17/2024	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
43789	COMM	22532XWQ7	CRA 5.61% MAT	Purchase	01/17/2024	CREDIT AGRICOLE	65,000,000.00			**-65,000,000.00**
43793	COMM	313384RY7	FHLB DISC NOTE	Purchase	01/17/2024	FHLB NOTES	249,963,472.20			**-249,963,472.20**
43790	COMM	5148X0AJ4	LANDES DISC NOTE	Purchase	01/17/2024	LANDES	124,981,562.50			**-124,981,562.50**
43792	COMM	63873JAJ9	NATXNY DISC NOTE	Purchase	01/17/2024	NATIXIS NY	49,992,638.89			**-49,992,638.89**
43784	COMM	5148X0AH8	LANDES DISC NOTE	Redemption	01/17/2024	LANDES		125,000,000.00		**125,000,000.00**
43785	COMM	16536HAH4	CHES DISC NOTE	Redemption	01/17/2024	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43786	COMM	63873JAH3	NATXNY DISC NOTE	Redemption	01/17/2024	NATIXIS NY		50,000,000.00		**50,000,000.00**
43788	COMM	313384RX9	FHLB DISC NOTE	Redemption	01/17/2024	FHLB NOTES		250,000,000.00		**250,000,000.00**
41761	COMM	3133ENKX7	FFCB FLOAT MAT	Interest	01/17/2024	FFCB NOTES			375,000.00	**375,000.00**
43795	COMM	16536HAK7	CHES DISC NOTE	Purchase	01/18/2024	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
43797	COMM	313384RZ4	FHLB DISC NOTE	Purchase	01/18/2024	FHLB NOTES	249,963,541.65			**-249,963,541.65**
43794	COMM	5148X0AK1	LANDES DISC NOTE	Purchase	01/18/2024	LANDES	124,981,562.50			**-124,981,562.50**
43796	COMM	63873JAK6	NATXNY DISC NOTE	Purchase	01/18/2024	NATIXIS NY	49,992,638.89			**-49,992,638.89**
43771	COMM	92348KCL5	VZMT 5.% MAT	Purchase	01/18/2024	VERIZON MASTER	17,499,478.50			**-17,499,478.50**
43790	COMM	5148X0AJ4	LANDES DISC NOTE	Redemption	01/18/2024	LANDES		125,000,000.00		**125,000,000.00**
43791	COMM	16536HAJ0	CHES DISC NOTE	Redemption	01/18/2024	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43792	COMM	63873JAJ9	NATXNY DISC NOTE	Redemption	01/18/2024	NATIXIS NY		50,000,000.00		**50,000,000.00**
43793	COMM	313384RY7	FHLB DISC NOTE	Redemption	01/18/2024	FHLB NOTES		250,000,000.00		**250,000,000.00**
41321	COMM	43815EAC8	HAROT 0.41% MAT	Interest	01/18/2024	HONDA AUTO			3,168.70	**3,168.70**
41321	COMM	43815EAC8	HAROT 0.41% MAT	Redemption	01/18/2024	HONDA AUTO		837,423.11		**837,423.11**
43800	COMM	16536HAN1	CHES DISC NOTE	Purchase	01/19/2024	CHESHAM FINANCE	74,966,687.25			**-74,966,687.25**
43802	COMM	313384SC4	FHLB DISC NOTE	Purchase	01/19/2024	FHLB NOTES	249,890,833.35			**-249,890,833.35**
43798	COMM	3135GAM81	FEDERAL NATL MTG	Purchase	01/19/2024	FNMA NOTES	25,000,000.00			**-25,000,000.00**

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43799	COMM	5148X0AN5	LANDES DISC NOTE	Purchase	01/19/2024	LANDES	124,944,687.50			-124,944,687.50
43801	COMM	63873JAN0	NATXNY DISC NOTE	Purchase	01/19/2024	NATIXIS NY	49,977,916.67			-49,977,916.67
43794	COMM	5148X0AK1	LANDES DISC NOTE	Redemption	01/19/2024	LANDES		125,000,000.00		125,000,000.00
43795	COMM	16536HAK7	CHES DISC NOTE	Redemption	01/19/2024	CHESHAM FINANCE		75,000,000.00		75,000,000.00
43796	COMM	63873JAK6	NATXNY DISC NOTE	Redemption	01/19/2024	NATIXIS NY		50,000,000.00		50,000,000.00
43797	COMM	313384RZ4	FHLB DISC NOTE	Redemption	01/19/2024	FHLB NOTES		250,000,000.00		250,000,000.00
37590	COMM	SYS37590	JPM TE 0.44%	Redemption	01/19/2024	JP MORGAN US		126,594,317.55		126,594,317.55
40461	COMM	SYS40461	DGCXX 0.%	Redemption	01/19/2024	DREYFUS		100,000,000.00		100,000,000.00
42402	COMM	3133ENB33	FEDERAL FARM CR	Interest	01/19/2024	FFCB NOTES			305,000.00	305,000.00
43804	COMM	16536HAP6	CHES DISC NOTE	Purchase	01/22/2024	CHESHAM FINANCE	74,988,895.83			-74,988,895.83
43806	COMM	313384SD2	FHLB DISC NOTE	Purchase	01/22/2024	FHLB NOTES	249,963,680.55			-249,963,680.55
43803	COMM	5148X0AP0	LANDES DISC NOTE	Purchase	01/22/2024	LANDES	124,981,562.50			-124,981,562.50
43805	COMM	63873JAP5	NATXNY DISC NOTE	Purchase	01/22/2024	NATIXIS NY	49,992,638.89			-49,992,638.89
43799	COMM	5148X0AN5	LANDES DISC NOTE	Redemption	01/22/2024	LANDES		125,000,000.00		125,000,000.00
43800	COMM	16536HAN1	CHES DISC NOTE	Redemption	01/22/2024	CHESHAM FINANCE		75,000,000.00		75,000,000.00
43801	COMM	63873JAN0	NATXNY DISC NOTE	Redemption	01/22/2024	NATIXIS NY		50,000,000.00		50,000,000.00
43802	COMM	313384SC4	FHLB DISC NOTE	Redemption	01/22/2024	FHLB NOTES		250,000,000.00		250,000,000.00
40268	COMM	90331HPL1	USB 2.05% MAT	Interest	01/22/2024	U S BANK			205,000.00	205,000.00
40534	COMM	3136G4A45	FEDERAL NATL MTG	Interest	01/22/2024	FNMA NOTES			71,000.00	71,000.00
43134	COMM	24422EWR6	DEERE JOHN	Interest	01/22/2024	JOHN DEERE			450,395.00	450,395.00
40965	COMM	43813GAC5	HAROT 0.27% MAT	Interest	01/22/2024	HONDA AUTO			439.69	439.69
40965	COMM	43813GAC5	HAROT 0.27% MAT	Redemption	01/22/2024	HONDA AUTO		402,995.70		402,995.70
41554	COMM	43815GAC3	HAROT 0.88% MAT	Interest	01/22/2024	HONDA AUTO			7,151.27	7,151.27
41554	COMM	43815GAC3	HAROT 0.88% MAT	Redemption	01/22/2024	HONDA AUTO		727,485.39		727,485.39
41867	COMM	89238LAC4	TLOT 1.96% MAT	Interest	01/22/2024	TOYOTA LEASE			18,818.51	18,818.51
41867	COMM	89238LAC4	TLOT 1.96% MAT	Redemption	01/22/2024	TOYOTA LEASE		2,173,698.97		2,173,698.97
42119	COMM	23292GAC7	DLLST 3.4% MAT	Interest	01/22/2024	DLLST LLC			19,746.62	19,746.62
42119	COMM	23292GAC7	DLLST 3.4% MAT	Redemption	01/22/2024	DLLST LLC		1,111,236.75		1,111,236.75
42152	COMM	36266FAC3	GMALT 3.42% MAT	Interest	01/22/2024	GM FIN'CL AUTO			39,097.47	39,097.47
42152	COMM	36266FAC3	GMALT 3.42% MAT	Redemption	01/22/2024	GM FIN'CL AUTO		1,905,948.70		1,905,948.70
42950	COMM	43815JAC7	HAROT 5.04% MAT	Interest	01/22/2024	HONDA AUTO			54,600.00	54,600.00
42950	COMM	43815JAC7	HAROT 5.04% MAT	Redemption	01/22/2024	HONDA AUTO		322,607.56		322,607.56
43090	COMM	89239MAC1	TLOT 4.93% MAT	Interest	01/22/2024	TOYOTA LEASE			90,383.33	90,383.33
43090	COMM	89239MAC1	TLOT 4.93% MAT	Redemption	01/22/2024	TOYOTA LEASE		775,016.40		775,016.40
43120	COMM	92348KBL6	VZMT 4.89% MAT	Interest	01/22/2024	VERIZON MASTER			163,000.00	163,000.00
43120	COMM	92348KBL6	VZMT 4.89% MAT	Redemption	01/22/2024	VERIZON MASTER		751,609.39		751,609.39
43248	COMM	92867WAB4	VALET 5.5% MAT	Interest	01/22/2024	VOLKSWAGEN			77,457.17	77,457.17
43248	COMM	92867WAB4	VALET 5.5% MAT	Redemption	01/22/2024	VOLKSWAGEN		1,024,604.37		1,024,604.37
43336	COMM	88167PAC2	TESLA 5.89% MAT	Interest	01/22/2024	TESLA AUTO LEASE			19,633.33	19,633.33
43336	COMM	88167PAC2	TESLA 5.89% MAT	Redemption	01/22/2024	TESLA AUTO LEASE		123,673.78		123,673.78

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43457	COMM	92867UAB8	VWALT 5.87% MAT	Interest	01/22/2024	VOLKSWAGEN			158,856.89	**158,856.89**
43457	COMM	92867UAB8	VWALT 5.87% MAT	Redemption	01/22/2024	VOLKSWAGEN		1,245,159.89		**1,245,159.89**
43617	COMM	438123AB7	HAROT 5.87% MAT	Interest	01/22/2024	HONDA AUTO			141,858.34	**141,858.34**
43617	COMM	438123AB7	HAROT 5.87% MAT	Redemption	01/22/2024	HONDA AUTO		877,954.95		**877,954.95**
43808	COMM	16536HAQ4	CHES DISC NOTE	Purchase	01/23/2024	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
43810	COMM	313384SE0	FHLB DISC NOTE	Purchase	01/23/2024	FHLB NOTES	249,963,888.90			**-249,963,888.90**
43807	COMM	5148X0AQ8	LANDES DISC NOTE	Purchase	01/23/2024	LANDES	124,981,562.50			**-124,981,562.50**
43809	COMM	63873JAQ3	NATXNY DISC NOTE	Purchase	01/23/2024	NATIXIS NY	49,992,638.89			**-49,992,638.89**
43803	COMM	5148X0AP0	LANDES DISC NOTE	Redemption	01/23/2024	LANDES		125,000,000.00		**125,000,000.00**
43804	COMM	16536HAP6	CHES DISC NOTE	Redemption	01/23/2024	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43805	COMM	63873JAP5	NATXNY DISC NOTE	Redemption	01/23/2024	NATIXIS NY		50,000,000.00		**50,000,000.00**
43806	COMM	313384SD2	FHLB DISC NOTE	Redemption	01/23/2024	FHLB NOTES		250,000,000.00		**250,000,000.00**
42871	COMM	3134GYCP5	FEDERAL HOME LN	Interest	01/23/2024	FHLMC NOTES			500,000.00	**500,000.00**
43820	COMM	16536HAR2	CHES DISC NOTE	Purchase	01/24/2024	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
43822	COMM	313384SF7	FHLB DISC NOTE	Purchase	01/24/2024	FHLB NOTES	249,963,819.45			**-249,963,819.45**
43819	COMM	5148X0AR6	LANDES DISC NOTE	Purchase	01/24/2024	LANDES	124,981,562.50			**-124,981,562.50**
43821	COMM	63873JAR1	NATXNY DISC NOTE	Purchase	01/24/2024	NATIXIS NY	49,992,638.89			**-49,992,638.89**
43807	COMM	5148X0AQ8	LANDES DISC NOTE	Redemption	01/24/2024	LANDES		125,000,000.00		**125,000,000.00**
43808	COMM	16536HAQ4	CHES DISC NOTE	Redemption	01/24/2024	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43809	COMM	63873JAQ3	NATXNY DISC NOTE	Redemption	01/24/2024	NATIXIS NY		50,000,000.00		**50,000,000.00**
43810	COMM	313384SE0	FHLB DISC NOTE	Redemption	01/24/2024	FHLB NOTES		250,000,000.00		**250,000,000.00**
40535	COMM	3133EJVC0	FEDERAL FARM CR	Interest	01/24/2024	FFCB NOTES			221,250.00	**221,250.00**
43830	COMM	16536HAS0	CHES DISC NOTE	Purchase	01/25/2024	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
43832	COMM	313384SG5	FHLB DISC NOTE	Purchase	01/25/2024	FHLB NOTES	249,963,680.55			**-249,963,680.55**
43829	COMM	5148X0AS4	LANDES DISC NOTE	Purchase	01/25/2024	LANDES	124,981,562.50			**-124,981,562.50**
43831	COMM	63873JAS9	NATXNY DISC NOTE	Purchase	01/25/2024	NATIXIS NY	49,992,638.89			**-49,992,638.89**
43819	COMM	5148X0AR6	LANDES DISC NOTE	Redemption	01/25/2024	LANDES		125,000,000.00		**125,000,000.00**
43820	COMM	16536HAR2	CHES DISC NOTE	Redemption	01/25/2024	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43821	COMM	63873JAR1	NATXNY DISC NOTE	Redemption	01/25/2024	NATIXIS NY		50,000,000.00		**50,000,000.00**
43822	COMM	313384SF7	FHLB DISC NOTE	Redemption	01/25/2024	FHLB NOTES		250,000,000.00		**250,000,000.00**
39654	COMM	3137BP4J5	FNMAM 2.446% MAT	Interest	01/25/2024	FHLMC			17,504.29	**17,504.29**
39654	COMM	3137BP4J5	FNMAM 2.446% MAT	Redemption	01/25/2024	FHLMC		293,335.36		**293,335.36**
40390	COMM	3137BHCY1	FHLMCM 2.811%	Interest	01/25/2024	FHLMC			20,112.21	**20,112.21**
40390	COMM	3137BHCY1	FHLMCM 2.811%	Redemption	01/25/2024	FHLMC		15,924.50		**15,924.50**
40511	COMM	3136AXVB8	FNMAM 2.646% MAT	Interest	01/25/2024	FNMA			19,138.41	**19,138.41**
40511	COMM	3136AXVB8	FNMAM 2.646% MAT	Redemption	01/25/2024	FNMA		4,217.67		**4,217.67**
40526	COMM	3137BSP64	FHLMCM 2.34% MAT	Interest	01/25/2024	FHLMC			18,565.64	**18,565.64**
40526	COMM	3137BSP64	FHLMCM 2.34% MAT	Redemption	01/25/2024	FHLMC		242,716.00		**242,716.00**
40539	COMM	3137BKGH7	FHLMCM 2.712%	Interest	01/25/2024	FHLMC			2,628.42	**2,628.42**
40539	COMM	3137BKGH7	FHLMCM 2.712%	Redemption	01/25/2024	FHLMC		123,972.08		**123,972.08**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
40541	COMM	3138L7CU8	FNMAM 2.95% MAT	Interest	01/25/2024	FNMA			46,560.24	**46,560.24**
40541	COMM	3138L7CU8	FNMAM 2.95% MAT	Redemption	01/25/2024	FNMA		41,932.14		**41,932.14**
40630	COMM	3138LJWY2	FHLMCM 2.8% MAT	Interest	01/25/2024	FHLMC			30,068.73	**30,068.73**
40630	COMM	3138LJWY2	FHLMCM 2.8% MAT	Redemption	01/25/2024	FHLMC		24,464.21		**24,464.21**
40638	COMM	3137BYLE8	FHLMCM 2.7% MAT	Interest	01/25/2024	FHLMC			14,962.50	**14,962.50**
40638	COMM	3137BYLE8	FHLMCM 2.7% MAT	Redemption	01/25/2024	FHLMC		342,333.35		**342,333.35**
40743	COMM	3136AY6S7	FNMAM FRN MAT	Interest	01/25/2024	FNMA			25,322.06	**25,322.06**
40743	COMM	3136AY6S7	FNMAM FRN MAT	Redemption	01/25/2024	FNMA		3,754.00		**3,754.00**
40784	COMM	3137F72W4	FHLMCM 0.39025%	Interest	01/25/2024	FHLMC			9,522.77	**9,522.77**
40784	COMM	3137F72W4	FHLMCM 0.39025%	Redemption	01/25/2024	FHLMC		632.03		**632.03**
40812	COMM	3132XFFH6	FHLMCM 0.77% MAT	Interest	01/25/2024	FHLMC			29,837.50	**29,837.50**
40812	COMM	3132XFFH6	FHLMCM 0.77% MAT	Redemption	01/25/2024	FHLMC		2,269,236.88		**2,269,236.88**
40905	COMM	3138LEC33	FNMAM 2.38% MAT	Interest	01/25/2024	FNMA			19,619.53	**19,619.53**
40905	COMM	3138LEC33	FNMAM 2.38% MAT	Redemption	01/25/2024	FNMA		14,891.90		**14,891.90**
40976	COMM	3137FATE8	FHLMCM 2.982%	Interest	01/25/2024	FHLMC			74,550.00	**74,550.00**
40976	COMM	3137FATE8	FHLMCM 2.982%	Redemption	01/25/2024	FHLMC		3,714,143.18		**3,714,143.18**
40983	COMM	3137FF3W5	FHLMCM 0.602%	Interest	01/25/2024	FHLMC			1,683.42	**1,683.42**
40983	COMM	3137FF3W5	FHLMCM 0.602%	Redemption	01/25/2024	FHLMC		65,475.25		**65,475.25**
41131	COMM	3137BYLE8	FHLMCM 2.7% MAT	Interest	01/25/2024	FHLMC			11,250.00	**11,250.00**
41131	COMM	3137BYLE8	FHLMCM 2.7% MAT	Redemption	01/25/2024	FHLMC				**0.00**
41133	COMM	3137FYZG4	FHLMCM 0.861%	Interest	01/25/2024	FHLMC			4,943.09	**4,943.09**
41133	COMM	3137FYZG4	FHLMCM 0.861%	Redemption	01/25/2024	FHLMC		10,725.96		**10,725.96**
41164	COMM	3137FPJ55	FHLMCM 2.606%	Interest	01/25/2024	FHLMC			34,970.17	**34,970.17**
41164	COMM	3137FPJ55	FHLMCM 2.606%	Redemption	01/25/2024	FHLMC		18,578.71		**18,578.71**
41192	COMM	3137FBAB2	FHLMCM 3.038%	Interest	01/25/2024	FHLMC			18,804.75	**18,804.75**
41192	COMM	3137FBAB2	FHLMCM 3.038%	Redemption	01/25/2024	FHLMC		154,803.90		**154,803.90**
41222	COMM	3137H14A1	FHLMCM 0.854%	Interest	01/25/2024	FHLMC			12,404.01	**12,404.01**
41222	COMM	3137H14A1	FHLMCM 0.854%	Redemption	01/25/2024	FHLMC		195,386.04		**195,386.04**
41228	COMM	3136AUG21	FNMAM 2.49552%	Interest	01/25/2024	FNMA			38,135.94	**38,135.94**
41228	COMM	3136AUG21	FNMAM 2.49552%	Redemption	01/25/2024	FNMA		26,672.75		**26,672.75**
41319	COMM	3132XFD47	FHLMCM 2.1% MAT	Interest	01/25/2024	FHLMC			27,125.00	**27,125.00**
41319	COMM	3132XFD47	FHLMCM 2.1% MAT	Redemption	01/25/2024	FHLMC		513,974.91		**513,974.91**
41368	COMM	09690AAD5	BMWLT 0.43% MAT	Interest	01/25/2024	BMW VEHICLE			6,932.12	**6,932.12**
41368	COMM	09690AAD5	BMWLT 0.43% MAT	Redemption	01/25/2024	BMW VEHICLE		19,345,487.23		**19,345,487.23**
41491	COMM	3138LNKZ3	FNMAM 3.44% MAT	Interest	01/25/2024	FNMA			7,555.26	**7,555.26**
41491	COMM	3138LNKZ3	FNMAM 3.44% MAT	Redemption	01/25/2024	FNMA		3,680.61		**3,680.61**
41524	COMM	3133LJAN1	FHLM 1.5% MAT	Interest	01/25/2024	FHLMC SINGLE			13,792.13	**13,792.13**
41524	COMM	3133LJAN1	FHLM 1.5% MAT	Redemption	01/25/2024	FHLMC SINGLE		193,437.84		**193,437.84**
41525	COMM	3140QMQJ6	FNMAP 1.5% MAT	Interest	01/25/2024	FNMA SINGLE			12,679.76	**12,679.76**
41525	COMM	3140QMQJ6	FNMAP 1.5% MAT	Redemption	01/25/2024	FNMA SINGLE		171,795.15		**171,795.15**

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41526	COMM	3140XDHF6	FNMAP 1.5% MAT	Interest	01/25/2024	FNMA SINGLE			22,817.86	**22,817.86**
41526	COMM	3140XDHF6	FNMAP 1.5% MAT	Redemption	01/25/2024	FNMA SINGLE		275,333.13		**275,333.13**
41675	COMM	3133LPUA3	FHLMC 1.5% MAT	Interest	01/25/2024	FHLMC SINGLE			20,344.92	**20,344.92**
41675	COMM	3133LPUA3	FHLMC 1.5% MAT	Redemption	01/25/2024	FHLMC SINGLE		229,275.42		**229,275.42**
41676	COMM	31418EAD2	FNMAP 1.5% MAT	Interest	01/25/2024	FNMA SINGLE			17,956.22	**17,956.22**
41676	COMM	31418EAD2	FNMAP 1.5% MAT	Redemption	01/25/2024	FNMA SINGLE		215,694.40		**215,694.40**
41765	COMM	05601XAC3	BMW VEHICLE	Interest	01/25/2024	BMW VEHICLE			3,872.96	**3,872.96**
41765	COMM	05601XAC3	BMW VEHICLE	Redemption	01/25/2024	BMW VEHICLE		1,670,431.44		**1,670,431.44**
41791	COMM	3137FQ3Y7	FHLMCM 2.19% MAT	Interest	01/25/2024	FHLMC			33,554.82	**33,554.82**
41791	COMM	3137FQ3Y7	FHLMCM 2.19% MAT	Redemption	01/25/2024	FHLMC		78,948.93		**78,948.93**
41803	COMM	3137BEVH4	FHLMC REMIC	Interest	01/25/2024	FHLMC			34,705.70	**34,705.70**
41803	COMM	3137BEVH4	FHLMC REMIC	Redemption	01/25/2024	FHLMC		1,384,671.17		**1,384,671.17**
41854	COMM	3138LDLP6	FNMAM 2.75% MAT	Interest	01/25/2024	FNMA			24,800.86	**24,800.86**
41854	COMM	3138LDLP6	FNMAM 2.75% MAT	Redemption	01/25/2024	FNMA		16,738.48		**16,738.48**
41892	COMM	3137H6LT0	FHLMCM 1.946%	Interest	01/25/2024	FHLMC			37,002.34	**37,002.34**
41892	COMM	3137H6LT0	FHLMCM 1.946%	Redemption	01/25/2024	FHLMC		62,564.48		**62,564.48**
42039	COMM	3138LCT54	FNMAM 3.1% MAT	Interest	01/25/2024	FNMA			93,430.56	**93,430.56**
42039	COMM	3138LCT54	FNMAM 3.1% MAT	Redemption	01/25/2024	FNMA		1,538,718.00		**1,538,718.00**
42046	COMM	3137H73W1	FHLMCM 2.75% MAT	Interest	01/25/2024	FHLMC			41,782.00	**41,782.00**
42046	COMM	3137H73W1	FHLMCM 2.75% MAT	Redemption	01/25/2024	FHLMC		31,828.06		**31,828.06**
42093	COMM	3137F1G44	FHLMCM 3.243%	Interest	01/25/2024	FHLMC			94,587.50	**94,587.50**
42093	COMM	3137F1G44	FHLMCM 3.243%	Redemption	01/25/2024	FHLMC		993,349.58		**993,349.58**
42099	COMM	3137BXQY1	FHLMCM 3.224%	Interest	01/25/2024	FHLMC			107,466.68	**107,466.68**
42099	COMM	3137BXQY1	FHLMCM 3.224%	Redemption	01/25/2024	FHLMC		1,158,032.94		**1,158,032.94**
42110	COMM	3137F2LJ3	FHLMCM 3.117%	Interest	01/25/2024	FHLMC			90,912.50	**90,912.50**
42110	COMM	3137F2LJ3	FHLMCM 3.117%	Redemption	01/25/2024	FHLMC		945,554.81		**945,554.81**
42111	COMM	3138LDYK3	FNMA 2.55% MAT	Interest	01/25/2024	FNMA NOTES			83,866.11	**83,866.11**
42111	COMM	3138LDYK3	FNMA 2.55% MAT	Redemption	01/25/2024	FNMA NOTES		85,513.50		**85,513.50**
42112	COMM	3138LFUJ5	FNMAM 2.47% MAT	Interest	01/25/2024	FNMA			42,538.89	**42,538.89**
42112	COMM	3138LFUJ5	FNMAM 2.47% MAT	Redemption	01/25/2024	FNMA		651,513.71		**651,513.71**
42120	COMM	3136AK2F9	FNMAM 3.39768%	Interest	01/25/2024	FNMA			109,129.55	**109,129.55**
42120	COMM	3136AK2F9	FNMAM 3.39768%	Redemption	01/25/2024	FNMA		68,862.37		**68,862.37**
42133	COMM	3138LD5W9	FNMAM 2.625% MAT	Interest	01/25/2024	FNMA			32,812.50	**32,812.50**
42133	COMM	3138LD5W9	FNMAM 2.625% MAT	Redemption	01/25/2024	FNMA		545,698.36		**545,698.36**
42137	COMM	3138LD5W9	FNMAM 2.625% MAT	Interest	01/25/2024	FNMA			32,812.50	**32,812.50**
42137	COMM	3138LD5W9	FNMAM 2.625% MAT	Redemption	01/25/2024	FNMA				**0.00**
42150	COMM	3137F1G44	FHLMCM 3.243%	Interest	01/25/2024	FHLMC			54,050.00	**54,050.00**
42150	COMM	3137F1G44	FHLMCM 3.243%	Redemption	01/25/2024	FHLMC				**0.00**
42151	COMM	3138LEC82	FNMAM 2.57% MAT	Interest	01/25/2024	FNMA			44,261.11	**44,261.11**
42151	COMM	3138LEC82	FNMAM 2.57% MAT	Redemption	01/25/2024	FNMA		706,551.05		**706,551.05**

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42183	COMM	05602RAD3	BMWOT 3.21% MAT	Interest	01/25/2024	BMW VEHICLE			36,561.94	**36,561.94**
42183	COMM	05602RAD3	BMWOT 3.21% MAT	Redemption	01/25/2024	BMW VEHICLE		865,102.28		**865,102.28**
42187	COMM	3137F4CY6	FHLMCM 2.92% MAT	Interest	01/25/2024	FHLMC			51,789.33	**51,789.33**
42187	COMM	3137F4CY6	FHLMCM 2.92% MAT	Redemption	01/25/2024	FHLMC		10,362.25		**10,362.25**
42188	COMM	3140HV6S8	FNMAM 2.19% MAT	Interest	01/25/2024	FNMA			56,575.00	**56,575.00**
42188	COMM	3140HV6S8	FNMAM 2.19% MAT	Redemption	01/25/2024	FNMA		946,834.75		**946,834.75**
42205	COMM	3137FMD25	FHLMCM 2.875%	Interest	01/25/2024	FHLMC			47,772.91	**47,772.91**
42205	COMM	3137FMD25	FHLMCM 2.875%	Redemption	01/25/2024	FHLMC		757,963.72		**757,963.72**
42234	COMM	3138LD5W9	FNMAM 2.625% MAT	Interest	01/25/2024	FNMA			17,500.00	**17,500.00**
42234	COMM	3138LD5W9	FNMAM 2.625% MAT	Redemption	01/25/2024	FNMA				**0.00**
42757	COMM	3137FBAJ5	FHLMCM 3.281%	Interest	01/25/2024	FHLMC			29,255.59	**29,255.59**
42757	COMM	3137FBAJ5	FHLMCM 3.281%	Redemption	01/25/2024	FHLMC		265,853.46		**265,853.46**
42758	COMM	3138L5FA3	FNMAM 3.765% MAT	Interest	01/25/2024	FNMA			28,828.22	**28,828.22**
42758	COMM	3138L5FA3	FNMAM 3.765% MAT	Redemption	01/25/2024	FNMA		14,779.03		**14,779.03**
42764	COMM	3137BYLD0	FHLMCM 3.288%	Interest	01/25/2024	FHLMC			54,800.00	**54,800.00**
42764	COMM	3137BYLD0	FHLMCM 3.288%	Redemption	01/25/2024	FHLMC		564,612.40		**564,612.40**
42786	COMM	3137F4X23	FHLMCM 3.6% MAT	Interest	01/25/2024	FHLMC			21,900.00	**21,900.00**
42786	COMM	3137F4X23	FHLMCM 3.6% MAT	Redemption	01/25/2024	FHLMC		499,510.46		**499,510.46**
42878	COMM	3138LCT54-A	FNMAM 3.1% MAT	Interest	01/25/2024	FNMA			26,694.44	**26,694.44**
42878	COMM	3138LCT54-A	FNMAM 3.1% MAT	Redemption	01/25/2024	FNMA		425,084.00		**425,084.00**
42910	COMM	3138LECC3	FNMA 2.42% MAT	Interest	01/25/2024	FNMA NOTES			83,355.56	**83,355.56**
42910	COMM	3138LECC3	FNMA 2.42% MAT	Redemption	01/25/2024	FNMA NOTES		1,371,924.88		**1,371,924.88**
42927	COMM	05593AAC3	BMWLT 5.16% MAT	Interest	01/25/2024	BMW VEHICLE			22,575.00	**22,575.00**
42927	COMM	05593AAC3	BMWLT 5.16% MAT	Redemption	01/25/2024	BMW VEHICLE		226,964.34		**226,964.34**
42931	COMM	3132CW3F9	FHLMC 2.% MAT	Interest	01/25/2024	FHLMC			48,219.23	**48,219.23**
42931	COMM	3132CW3F9	FHLMC 2.% MAT	Redemption	01/25/2024	FHLMC		927,974.35		**927,974.35**
42949	COMM	3132XGQ74	FHLMCM 3.7% MAT	Interest	01/25/2024	FHLMC			143,187.56	**143,187.56**
42949	COMM	3132XGQ74	FHLMCM 3.7% MAT	Redemption	01/25/2024	FHLMC		53,384.40		**53,384.40**
43042	COMM	3136AMMF3	FNMAM 3.01111%	Interest	01/25/2024	FNMA			48,813.63	**48,813.63**
43042	COMM	3136AMMF3	FNMAM 3.01111%	Redemption	01/25/2024	FNMA		34,016.66		**34,016.66**
43054	COMM	3137FEZT0	FHLMCM 3.725%	Interest	01/25/2024	FHLMC			90,082.24	**90,082.24**
43054	COMM	3137FEZT0	FHLMCM 3.725%	Redemption	01/25/2024	FHLMC		513,321.51		**513,321.51**
43080	COMM	3132XFLM8	FHLMCM 4.3% MAT	Interest	01/25/2024	FHLMC			115,378.55	**115,378.55**
43080	COMM	3132XFLM8	FHLMCM 4.3% MAT	Redemption	01/25/2024	FHLMC		616,201.82		**616,201.82**
43098	COMM	3140LJKS4	FNMAM 4.54% MAT	Interest	01/25/2024	FNMA			91,007.96	**91,007.96**
43098	COMM	3140LJKS4	FNMAM 4.54% MAT	Redemption	01/25/2024	FNMA		479,203.06		**479,203.06**
43105	COMM	30322KAE3	FREDM 0.88% MAT	Interest	01/25/2024	FREDDIE MAC			19,255.74	**19,255.74**
43105	COMM	30322KAE3	FREDM 0.88% MAT	Redemption	01/25/2024	FREDDIE MAC		44,690.13		**44,690.13**
43145	COMM	3140LJJN7	FNMAM 4.385% MAT	Interest	01/25/2024	FNMA			116,043.18	**116,043.18**
43145	COMM	3140LJJN7	FNMAM 4.385% MAT	Redemption	01/25/2024	FNMA		632,757.73		**632,757.73**

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43162	COMM	3140LHFC9	FNMAM 3.53% MAT	Interest	01/25/2024	FNMA			75,993.06	**75,993.06**
43162	COMM	3140LHFC9	FNMAM 3.53% MAT	Redemption	01/25/2024	FNMA		573,467.63		**573,467.63**
43200	COMM	3140LJS23	FNMAM 4.17% MAT	Interest	01/25/2024	FNMA			89,770.83	**89,770.83**
43200	COMM	3140LJS23	FNMAM 4.17% MAT	Redemption	01/25/2024	FNMA		497,077.36		**497,077.36**
43243	COMM	3137FHQ22	FHLMCM 3.37% MAT	Interest	01/25/2024	FHLMC			36,624.32	**36,624.32**
43243	COMM	3137FHQ22	FHLMCM 3.37% MAT	Redemption	01/25/2024	FHLMC		302,764.01		**302,764.01**
43268	COMM	3140LJX68	FNMAM 4.225% MAT	Interest	01/25/2024	FNMA			85,468.46	**85,468.46**
43268	COMM	3140LJX68	FNMAM 4.225% MAT	Redemption	01/25/2024	FNMA		418,508.45		**418,508.45**
43391	COMM	3137FJXQ7	FHLMCM 3.75% MAT	Interest	01/25/2024	FHLMC			77,614.00	**77,614.00**
43391	COMM	3137FJXQ7	FHLMCM 3.75% MAT	Redemption	01/25/2024	FHLMC		12,521.75		**12,521.75**
43504	COMM	055979AB4	BMWLT 5.95% MAT	Interest	01/25/2024	BMW VEHICLE			74,375.00	**74,375.00**
43504	COMM	055979AB4	BMWLT 5.95% MAT	Redemption	01/25/2024	BMW VEHICLE		722,405.05		**722,405.05**
43563	COMM	3140LLCB5	FNMAM 4.62% MAT	Interest	01/25/2024	FNMA			89,619.91	**89,619.91**
43563	COMM	3140LLCB5	FNMAM 4.62% MAT	Redemption	01/25/2024	FNMA		374,020.16		**374,020.16**
43597	COMM	3132XGW51	FHLMCM 4.21% MAT	Interest	01/25/2024	FHLMC			53,791.87	**53,791.87**
43597	COMM	3132XGW51	FHLMCM 4.21% MAT	Redemption	01/25/2024	FHLMC		236,515.79		**236,515.79**
43628	COMM	3137BLVK1	FHLMCM 3.116%	Interest	01/25/2024	FHLMC			66,215.01	**66,215.01**
43628	COMM	3137BLVK1	FHLMCM 3.116%	Redemption	01/25/2024	FHLMC		1,319,827.35		**1,319,827.35**
43629	COMM	3132XGVS2	FREDM 5.1% MAT	Interest	01/25/2024	FREDDIE MAC			119,787.10	**119,787.10**
43629	COMM	3132XGVS2	FREDM 5.1% MAT	Redemption	01/25/2024	FREDDIE MAC		459,929.39		**459,929.39**
43636	COMM	3137HB3G7	FHLMCM 4.86% MAT	Interest	01/25/2024	FHLMC			85,050.00	**85,050.00**
43636	COMM	3137HB3G7	FHLMCM 4.86% MAT	Redemption	01/25/2024	FHLMC		318,349.30		**318,349.30**
43636	COMM	3137HB3G7	FHLMCM 4.86% MAT	Interest	01/25/2024	FHLMC			-17,010.00	**-17,010.00**
43636	COMM	3137HB3G7	FHLMCM 4.86% MAT	Redemption	01/25/2024	FHLMC				**0.00**
43672	COMM	3138LHE67	FNMA 5.964% MAT	Interest	01/25/2024	FNMA NOTES			82,322.22	**82,322.22**
43672	COMM	3138LHE67	FNMA 5.964% MAT	Redemption	01/25/2024	FNMA NOTES		16,000,000.00		**16,000,000.00**
43672	COMM	3138LHE67	FNMA 5.964% MAT	Interest	01/25/2024	FNMA NOTES			-31,808.00	**-31,808.00**
43672	COMM	3138LHE67	FNMA 5.964% MAT	Redemption	01/25/2024	FNMA NOTES				**0.00**
43834	COMM	16536HAV3	CHES DISC NOTE	Purchase	01/26/2024	CHESHAM FINANCE	74,966,687.50			**-74,966,687.50**
43836	COMM	313384SK6	FHLB DISC NOTE	Purchase	01/26/2024	FHLB NOTES	249,891,041.65			**-249,891,041.65**
43833	COMM	5148X0AV7	LANDES DISC NOTE	Purchase	01/26/2024	LANDES	124,944,687.50			**-124,944,687.50**
43835	COMM	63873JAV2	NATXNY DISC NOTE	Purchase	01/26/2024	NATIXIS NY	49,977,916.67			**-49,977,916.67**
43405	COMM	71344TAS1	PEPPP DISC NOTE	Redemption	01/26/2024	PEPSICO INC		40,000,000.00		**40,000,000.00**
43829	COMM	5148X0AS4	LANDES DISC NOTE	Redemption	01/26/2024	LANDES		125,000,000.00		**125,000,000.00**
43830	COMM	16536HAS0	CHES DISC NOTE	Redemption	01/26/2024	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43831	COMM	63873JAS9	NATXNY DISC NOTE	Redemption	01/26/2024	NATIXIS NY		50,000,000.00		**50,000,000.00**
43832	COMM	313384SG5	FHLB DISC NOTE	Redemption	01/26/2024	FHLB NOTES		250,000,000.00		**250,000,000.00**
40873	COMM	3135GAAJ0	FEDERAL NATL MTG	Interest	01/26/2024	FNMA NOTES			72,000.00	**72,000.00**
40874	COMM	3135GAAJ0	FEDERAL NATL MTG	Interest	01/26/2024	FNMA NOTES			36,000.00	**36,000.00**
42883	COMM	742718FY0	PROCTER &	Interest	01/26/2024	PROCTER &			205,000.00	**205,000.00**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
43838	COMM	16536HAW1	CHES DISC NOTE	Purchase	01/29/2024	CHESHAM FINANCE	74,988,895.83			-74,988,895.83
43827	COMM	3133EPZ73	FFCB 5.9% MAT	Purchase	01/29/2024	FFCB NOTES	50,000,000.00			-50,000,000.00
43840	COMM	313384SL4	FHLB DISC NOTE	Purchase	01/29/2024	FHLB NOTES	249,963,680.55			-249,963,680.55
43828	COMM	46632FTV7	JPMCC 5.93% MAT	Purchase	01/29/2024	JPMORGAN	45,000,000.00			-45,000,000.00
43837	COMM	5148X0AW5	LANDES DISC NOTE	Purchase	01/29/2024	LANDES	124,981,562.50			-124,981,562.50
43839	COMM	63873JAW0	NATXNY DISC NOTE	Purchase	01/29/2024	NATIXIS NY	49,992,638.89			-49,992,638.89
43833	COMM	5148X0AV7	LANDES DISC NOTE	Redemption	01/29/2024	LANDES		125,000,000.00		125,000,000.00
43834	COMM	16536HAV3	CHES DISC NOTE	Redemption	01/29/2024	CHESHAM FINANCE		75,000,000.00		75,000,000.00
43835	COMM	63873JAV2	NATXNY DISC NOTE	Redemption	01/29/2024	NATIXIS NY		50,000,000.00		50,000,000.00
43836	COMM	313384SK6	FHLB DISC NOTE	Redemption	01/29/2024	FHLB NOTES		250,000,000.00		250,000,000.00
40685	COMM	3136G46K4	FNMA 0.5% MAT	Interest	01/29/2024	FNMA NOTES			87,500.00	87,500.00
40686	COMM	3136G46K4	FNMA 0.5% MAT	Interest	01/29/2024	FNMA NOTES			35,000.00	35,000.00
40687	COMM	3136G46K4	FNMA 0.5% MAT	Interest	01/29/2024	FNMA NOTES			65,000.00	65,000.00
41260	COMM	3130ANA42	FEDERAL HOME	Interest	01/29/2024	FHLB NOTES			39,000.00	39,000.00
41545	COMM	459058JE4	IBRD 0.375% MAT	Interest	01/29/2024	INTL BANK RECON &			47,000.00	47,000.00
42641	COMM	3133ENV72	FEDERAL FARM CR	Interest	01/29/2024	FFCB NOTES			562,500.00	562,500.00
42774	COMM	3130ANEC0	FEDERAL HOME	Interest	01/29/2024	FHLB NOTES			196,875.00	196,875.00
43111	COMM	459200KS9	INTERNATIONAL	Interest	01/29/2024	IBM			324,320.00	324,320.00
43345	COMM	3133EPRN7	FEDERAL FARM CR	Interest	01/29/2024	FFCB NOTES			378,750.00	378,750.00
43345	COMM	3133EPRN7	FEDERAL FARM CR	Accr Int	01/29/2024	FFCB NOTES		6,312.50	-6,312.50	0.00
43843	COMM	16536HAX9	CHES DISC NOTE	Purchase	01/30/2024	CHESHAM FINANCE	74,988,895.83			-74,988,895.83
43845	COMM	313384SM2	FHLB DISC NOTE	Purchase	01/30/2024	FHLB NOTES	249,963,750.00			-249,963,750.00
43841	COMM	5148X0AX3	LANDES DISC NOTE	Purchase	01/30/2024	LANDES	124,981,562.50			-124,981,562.50
43844	COMM	63873JAX8	NATXNY DISC NOTE	Purchase	01/30/2024	NATIXIS NY	49,992,638.89			-49,992,638.89
43837	COMM	5148X0AW5	LANDES DISC NOTE	Redemption	01/30/2024	LANDES		125,000,000.00		125,000,000.00
43838	COMM	16536HAW1	CHES DISC NOTE	Redemption	01/30/2024	CHESHAM FINANCE		75,000,000.00		75,000,000.00
43839	COMM	63873JAW0	NATXNY DISC NOTE	Redemption	01/30/2024	NATIXIS NY		50,000,000.00		50,000,000.00
43840	COMM	313384SL4	FHLB DISC NOTE	Redemption	01/30/2024	FHLB NOTES		250,000,000.00		250,000,000.00
41284	COMM	74274TAG5	PRIVATE EXPT FDG	Interest	01/30/2024	PRIVATE EXPORT			55,000.00	55,000.00
41558	COMM	74274TAG5	PRIVATE EXPT FDG	Interest	01/30/2024	PRIVATE EXPORT			27,500.00	27,500.00
43850	COMM	16536HB18	CHES DISC NOTE	Purchase	01/31/2024	CHESHAM FINANCE	74,988,895.83			-74,988,895.83
43851	COMM	313384SN0	FHLB DISC NOTE	Purchase	01/31/2024	FHLB NOTES	249,964,027.80			-249,964,027.80
43811	COMM	39154TCH9	GREATA 5.32% MAT	Purchase	01/31/2024	Great America Leasin	13,498,829.55			-13,498,829.55
43848	COMM	48207KBA2	JUPITE 5.63% MAT	Purchase	01/31/2024	Jupiter Securitizatl	50,000,000.00			-50,000,000.00
43849	COMM	5148X0B12	LANDES DISC NOTE	Purchase	01/31/2024	LANDES	116,407,827.31			-116,407,827.31
41054	COMM	912828V80	UNITED STATES	Redemption	01/31/2024	U.S. TREASURY		45,000,000.00		45,000,000.00
41541	COMM	9128285Z9	UNITED STATES	Redemption	01/31/2024	U.S. TREASURY		35,000,000.00		35,000,000.00
42770	COMM	9128285Z9	UNITED STATES	Redemption	01/31/2024	U.S. TREASURY		45,000,000.00		45,000,000.00
43841	COMM	5148X0AX3	LANDES DISC NOTE	Redemption	01/31/2024	LANDES		125,000,000.00		125,000,000.00
43843	COMM	16536HAX9	CHES DISC NOTE	Redemption	01/31/2024	CHESHAM FINANCE		75,000,000.00		75,000,000.00

SANTA CLARA COUNTY INVESTMENTS
Transaction Activity Report
Sorted by Fund - Transaction Date

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
43844	COMM	63873JAX8	NATXNY DISC NOTE	Redemption	01/31/2024	NATIXIS NY		50,000,000.00		**50,000,000.00**
43845	COMM	313384SM2	FHLB DISC NOTE	Redemption	01/31/2024	FHLB NOTES		250,000,000.00		**250,000,000.00**
40461	COMM	SYS40461	DGCXX 0.%	Redemption	01/31/2024	DREYFUS		150,510,899.51		**150,510,899.51**
42588	COMM	SYS42588	OPGXX	Redemption	01/31/2024	STATE STREET US		50,000,000.00		**50,000,000.00**
41010	COMM	91282CBH3	UNITED STATES	Interest	01/31/2024	U.S. TREASURY			56,250.00	**56,250.00**
41024	COMM	91282CAB7	UNITED STATES	Interest	01/31/2024	U.S. TREASURY			43,750.00	**43,750.00**
41054	COMM	912828V80	UNITED STATES	Interest	01/31/2024	U.S. TREASURY			506,250.00	**506,250.00**
41484	COMM	91282CBH3	UNITED STATES	Interest	01/31/2024	U.S. TREASURY			46,875.00	**46,875.00**
41541	COMM	9128285Z9	UNITED STATES	Interest	01/31/2024	U.S. TREASURY			437,500.00	**437,500.00**
41619	COMM	9128286A3	USTN 2.625% MAT	Interest	01/31/2024	U.S. TREASURY			393,750.00	**393,750.00**
42053	COMM	912828Y95	UNITED STATES	Interest	01/31/2024	U.S. TREASURY			421,875.00	**421,875.00**
42770	COMM	9128285Z9	UNITED STATES	Interest	01/31/2024	U.S. TREASURY			562,500.00	**562,500.00**
43853	COMM	16536HB26	CHES DISC NOTE	Purchase	02/01/2024	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
43855	COMM	313384SP5	FHLB DISC NOTE	Purchase	02/01/2024	FHLB NOTES	249,963,541.65			**-249,963,541.65**
43852	COMM	5148X0B20	LANDES DISC NOTE	Purchase	02/01/2024	LANDES	124,981,562.50			**-124,981,562.50**
43854	COMM	63873JB25	NATXNY DISC NOTE	Purchase	02/01/2024	NATIXIS NY	49,992,638.89			**-49,992,638.89**
43849	COMM	5148X0B12	LANDES DISC NOTE	Redemption	02/01/2024	LANDES		116,425,000.00		**116,425,000.00**
43850	COMM	16536HB18	CHES DISC NOTE	Redemption	02/01/2024	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43851	COMM	313384SN0	FHLB DISC NOTE	Redemption	02/01/2024	FHLB NOTES		250,000,000.00		**250,000,000.00**
41801	COMM	742718FV6	PROCTER &	Interest	02/01/2024	PROCTER &			522,500.00	**522,500.00**
43858	COMM	16536HB59	CHES DISC NOTE	Purchase	02/02/2024	CHESHAM FINANCE	74,966,687.50			**-74,966,687.50**
43860	COMM	313384SS9	FHLB DISC NOTE	Purchase	02/02/2024	FHLB NOTES	249,890,625.00			**-249,890,625.00**
43856	COMM	5148X0B53	LANDES DISC NOTE	Purchase	02/02/2024	LANDES	124,944,687.50			**-124,944,687.50**
43859	COMM	63873JB58	NATXNY DISC NOTE	Purchase	02/02/2024	NATIXIS NY	49,977,916.67			**-49,977,916.67**
43852	COMM	5148X0B20	LANDES DISC NOTE	Redemption	02/02/2024	LANDES		125,000,000.00		**125,000,000.00**
43853	COMM	16536HB26	CHES DISC NOTE	Redemption	02/02/2024	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43854	COMM	63873JB25	NATXNY DISC NOTE	Redemption	02/02/2024	NATIXIS NY		50,000,000.00		**50,000,000.00**
43855	COMM	313384SP5	FHLB DISC NOTE	Redemption	02/02/2024	FHLB NOTES		250,000,000.00		**250,000,000.00**
37590	COMM	SYS37590	JPM TE 0.44%	Interest	02/02/2024	JP MORGAN US			557,155.78	**557,155.78**
37590	COMM	SYS37590	JPM TE 0.44%	Purchase	02/02/2024	JP MORGAN US	557,155.78			**-557,155.78**
40461	COMM	SYS40461	DGCXX 0.%	Interest	02/02/2024	DREYFUS			902,788.10	**902,788.10**
40461	COMM	SYS40461	DGCXX 0.%	Purchase	02/02/2024	DREYFUS	902,788.10			**-902,788.10**
42588	COMM	SYS42588	OPGXX	Interest	02/02/2024	STATE STREET US			2,238,717.07	**2,238,717.07**
42588	COMM	SYS42588	OPGXX	Purchase	02/02/2024	STATE STREET US	2,238,717.07			**-2,238,717.07**
43862	COMM	16536HB67	CHES DISC NOTE	Purchase	02/05/2024	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
43864	COMM	313384ST7	FHLB DISC NOTE	Purchase	02/05/2024	FHLB NOTES	249,963,541.65			**-249,963,541.65**
43861	COMM	5148X0B61	LANDES DISC NOTE	Purchase	02/05/2024	LANDES	124,981,562.50			**-124,981,562.50**
43863	COMM	63873JB66	NATXNY DISC NOTE	Purchase	02/05/2024	NATIXIS NY	49,992,638.89			**-49,992,638.89**
43681	COMM	313384SS9	FHLB DISC NOTE	Redemption	02/05/2024	FHLB NOTES		150,000,000.00		**150,000,000.00**
43856	COMM	5148X0B53	LANDES DISC NOTE	Redemption	02/05/2024	LANDES		125,000,000.00		**125,000,000.00**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
43858	COMM	16536HB59	CHES DISC NOTE	Redemption	02/05/2024	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43859	COMM	63873JB58	NATXNY DISC NOTE	Redemption	02/05/2024	NATIXIS NY		50,000,000.00		**50,000,000.00**
43860	COMM	313384SS9	FHLB DISC NOTE	Redemption	02/05/2024	FHLB NOTES		250,000,000.00		**250,000,000.00**
40543	COMM	3136G4B77	FEDERAL NATL MTG	Interest	02/05/2024	FNMA NOTES			70,000.00	**70,000.00**
40721	COMM	4581X0DR6	IADB FRN MAT	Interest	02/05/2024	IADB			638,550.00	**638,550.00**
41818	COMM	3133ENNB2	FEDERAL FARM CR	Interest	02/05/2024	FFCB NOTES			32,500.00	**32,500.00**
43866	COMM	16536HB75	CHES DISC NOTE	Purchase	02/06/2024	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
43868	COMM	313384SU4	FHLB DISC NOTE	Purchase	02/06/2024	FHLB NOTES	249,963,680.55			**-249,963,680.55**
43865	COMM	5148X0B79	LANDES DISC NOTE	Purchase	02/06/2024	LANDES	124,981,562.50			**-124,981,562.50**
43867	COMM	63873JB74	NATXNY DISC NOTE	Purchase	02/06/2024	NATIXIS NY	49,992,638.89			**-49,992,638.89**
39489	COMM	594918BX1	MICROSOFT CORP,	Redemption	02/06/2024	MICROSOFT CORP		6,500,000.00		**6,500,000.00**
43861	COMM	5148X0B61	LANDES DISC NOTE	Redemption	02/06/2024	LANDES		125,000,000.00		**125,000,000.00**
43862	COMM	16536HB67	CHES DISC NOTE	Redemption	02/06/2024	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43863	COMM	63873JB66	NATXNY DISC NOTE	Redemption	02/06/2024	NATIXIS NY		50,000,000.00		**50,000,000.00**
43864	COMM	313384ST7	FHLB DISC NOTE	Redemption	02/06/2024	FHLB NOTES		250,000,000.00		**250,000,000.00**
39489	COMM	594918BX1	MICROSOFT CORP,	Interest	02/06/2024	MICROSOFT CORP			93,437.50	**93,437.50**
42081	COMM	594918BY9	MICROSOFT CORP,	Interest	02/06/2024	MICROSOFT CORP			85,272.00	**85,272.00**
43870	COMM	16536HB83	CHES DISC NOTE	Purchase	02/07/2024	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
43872	COMM	313384SV2	FHLB DISC NOTE	Purchase	02/07/2024	FHLB NOTES	249,963,680.55			**-249,963,680.55**
43869	COMM	5148X0B87	LANDES DISC NOTE	Purchase	02/07/2024	LANDES	124,981,562.50			**-124,981,562.50**
43871	COMM	63873JB82	NATXNY DISC NOTE	Purchase	02/07/2024	NATIXIS NY	49,992,638.89			**-49,992,638.89**
43865	COMM	5148X0B79	LANDES DISC NOTE	Redemption	02/07/2024	LANDES		125,000,000.00		**125,000,000.00**
43866	COMM	16536HB75	CHES DISC NOTE	Redemption	02/07/2024	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43867	COMM	63873JB74	NATXNY DISC NOTE	Redemption	02/07/2024	NATIXIS NY		50,000,000.00		**50,000,000.00**
43868	COMM	313384SU4	FHLB DISC NOTE	Redemption	02/07/2024	FHLB NOTES		250,000,000.00		**250,000,000.00**
37590	COMM	SYS37590	JPM TE 0.44%	Redemption	02/07/2024	JP MORGAN US		557,155.78		**557,155.78**
42588	COMM	SYS42588	OPGXX	Redemption	02/07/2024	STATE STREET US		200,000,000.00		**200,000,000.00**
43112	COMM	637432NP6	NRUC 3.4% MAT	Interest	02/07/2024	NATIONAL RURAL			233,325.00	**233,325.00**
43874	COMM	16536HB91	CHES DISC NOTE	Purchase	02/08/2024	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
43876	COMM	313384SW0	FHLB DISC NOTE	Purchase	02/08/2024	FHLB NOTES	249,963,680.55			**-249,963,680.55**
43873	COMM	5148X0B95	LANDES DISC NOTE	Purchase	02/08/2024	LANDES	124,981,562.50			**-124,981,562.50**
43875	COMM	63873JB90	NATXNY DISC NOTE	Purchase	02/08/2024	NATIXIS NY	49,992,638.89			**-49,992,638.89**
43869	COMM	5148X0B87	LANDES DISC NOTE	Redemption	02/08/2024	LANDES		125,000,000.00		**125,000,000.00**
43870	COMM	16536HB83	CHES DISC NOTE	Redemption	02/08/2024	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43871	COMM	63873JB82	NATXNY DISC NOTE	Redemption	02/08/2024	NATIXIS NY		50,000,000.00		**50,000,000.00**
43872	COMM	313384SV2	FHLB DISC NOTE	Redemption	02/08/2024	FHLB NOTES		250,000,000.00		**250,000,000.00**
40926	COMM	037833EB2	AAPL 0.7% MAT	Interest	02/08/2024	APPLE INC			70,000.00	**70,000.00**
42668	COMM	594918BR4	MSFT 2.4% MAT	Interest	02/08/2024	MICROSOFT CORP			300,000.00	**300,000.00**
43661	COMM	21684LH96	RABO 5.69% MAT	Interest	02/08/2024	RABOBANK			366,416.78	**366,416.78**
43878	COMM	16536HBC4	CHES DISC NOTE	Purchase	02/09/2024	CHESHAM FINANCE	74,966,687.50			**-74,966,687.50**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
43880	COMM	313384SZ3	FHLB DISC NOTE	Purchase	02/09/2024	FHLB NOTES	249,891,250.00			**-249,891,250.00**
43877	COMM	5148X0BC8	LANDES DISC NOTE	Purchase	02/09/2024	LANDES	124,944,687.50			**-124,944,687.50**
43879	COMM	63873JBC3	NATXNY DISC NOTE	Purchase	02/09/2024	NATIXIS NY	49,977,916.67			**-49,977,916.67**
43873	COMM	5148X0B95	LANDES DISC NOTE	Redemption	02/09/2024	LANDES		125,000,000.00		**125,000,000.00**
43874	COMM	16536HB91	CHES DISC NOTE	Redemption	02/09/2024	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43875	COMM	63873JB90	NATXNY DISC NOTE	Redemption	02/09/2024	NATIXIS NY		50,000,000.00		**50,000,000.00**
43876	COMM	313384SW0	FHLB DISC NOTE	Redemption	02/09/2024	FHLB NOTES		250,000,000.00		**250,000,000.00**
41990	COMM	037833CJ7	APPLE INC, SR GLBL	Interest	02/09/2024	APPLE INC			195,874.50	**195,874.50**
41991	COMM	037833CJ7	APPLE INC, SR GLBL	Interest	02/09/2024	APPLE INC			198,487.50	**198,487.50**
43882	COMM	16536HBD2	CHES DISC NOTE	Purchase	02/12/2024	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
43884	COMM	313384TA7	FHLB DISC NOTE	Purchase	02/12/2024	FHLB NOTES	249,963,750.00			**-249,963,750.00**
43881	COMM	5148X0BD6	LANDES DISC NOTE	Purchase	02/12/2024	LANDES	124,981,562.50			**-124,981,562.50**
43883	COMM	63873JBD1	NATXNY DISC NOTE	Purchase	02/12/2024	NATIXIS NY	49,992,638.89			**-49,992,638.89**
43877	COMM	5148X0BC8	LANDES DISC NOTE	Redemption	02/12/2024	LANDES		125,000,000.00		**125,000,000.00**
43878	COMM	16536HBC4	CHES DISC NOTE	Redemption	02/12/2024	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43879	COMM	63873JBC3	NATXNY DISC NOTE	Redemption	02/12/2024	NATIXIS NY		50,000,000.00		**50,000,000.00**
43880	COMM	313384SZ3	FHLB DISC NOTE	Redemption	02/12/2024	FHLB NOTES		250,000,000.00		**250,000,000.00**
40331	COMM	3137EAEP0	FEDERAL HOME LN	Interest	02/12/2024	FHLMC NOTES			187,500.00	**187,500.00**
40548	COMM	166756AE6	CVX 0.687% MAT	Interest	02/12/2024	CHEVRON CORP			51,525.00	**51,525.00**
41153	COMM	459058JS3	IBRD 0.65% MAT	Interest	02/12/2024	INTL BANK RECON &			32,500.00	**32,500.00**
41960	COMM	3130AKYH3	FEDERAL HOME	Interest	02/12/2024	FHLB NOTES			81,568.25	**81,568.25**
43121	COMM	458140CE8	INTEL 4.875% MAT	Interest	02/12/2024	INTEL CORP			333,255.00	**333,255.00**
43129	COMM	458140CE8	INTEL 4.875% MAT	Interest	02/12/2024	INTEL CORP			243,750.00	**243,750.00**
41209	COMM	14687TAC1	CRVNA 0.49% MAT	Interest	02/12/2024	CARVANA AUTO			1,563.57	**1,563.57**
41209	COMM	14687TAC1	CRVNA 0.49% MAT	Redemption	02/12/2024	CARVANA AUTO		635,403.50		**635,403.50**
43887	COMM	16536HBE0	CHES DISC NOTE	Purchase	02/13/2024	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
43885	COMM	313384TB5	FHLB DISC NOTE	Purchase	02/13/2024	FHLB NOTES	249,963,715.30			**-249,963,715.30**
43886	COMM	5148X0BE4	LANDES DISC NOTE	Purchase	02/13/2024	LANDES	124,981,562.50			**-124,981,562.50**
43888	COMM	63873JBE9	NATXNY DISC NOTE	Purchase	02/13/2024	NATIXIS NY	49,992,638.89			**-49,992,638.89**
43881	COMM	5148X0BD6	LANDES DISC NOTE	Redemption	02/13/2024	LANDES		125,000,000.00		**125,000,000.00**
43882	COMM	16536HBD2	CHES DISC NOTE	Redemption	02/13/2024	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43883	COMM	63873JBD1	NATXNY DISC NOTE	Redemption	02/13/2024	NATIXIS NY		50,000,000.00		**50,000,000.00**
43884	COMM	313384TA7	FHLB DISC NOTE	Redemption	02/13/2024	FHLB NOTES		250,000,000.00		**250,000,000.00**
40326	COMM	89236TGT6	TOYOTA MOTOR	Interest	02/13/2024	TOYOTA MOTOR			270,000.00	**270,000.00**
43676	COMM	3130AY4X1	FHLB 5.41% MAT	Interest	02/13/2024	FHLB NOTES			1,148,958.38	**1,148,958.38**
43892	COMM	16536HBF7	CHES DISC NOTE	Purchase	02/14/2024	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
43893	COMM	313384TC3	FHLB DISC NOTE	Purchase	02/14/2024	FHLB NOTES	249,963,958.35			**-249,963,958.35**
43890	COMM	5148X0BF1	LANDES DISC NOTE	Purchase	02/14/2024	LANDES	124,981,562.50			**-124,981,562.50**
43891	COMM	63873JBF6	NATXNY DISC NOTE	Purchase	02/14/2024	NATIXIS NY	49,992,638.89			**-49,992,638.89**
43885	COMM	313384TB5	FHLB DISC NOTE	Redemption	02/14/2024	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
43886	COMM	5148X0BE4	LANDES DISC NOTE	Redemption	02/14/2024	LANDES		125,000,000.00		**125,000,000.00**
43887	COMM	16536HBE0	CHES DISC NOTE	Redemption	02/14/2024	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43888	COMM	63873JBE9	NATXNY DISC NOTE	Redemption	02/14/2024	NATIXIS NY		50,000,000.00		**50,000,000.00**
42923	COMM	3130AUXH2	FEDERAL HOME	Interest	02/14/2024	FHLB NOTES			1,040,625.00	**1,040,625.00**
43896	COMM	16536HBG5	CHES DISC NOTE	Purchase	02/15/2024	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
43898	COMM	313384TD1	FHLB DISC NOTE	Purchase	02/15/2024	FHLB NOTES	249,964,166.65			**-249,964,166.65**
43895	COMM	5148X0BG9	LANDES DISC NOTE	Purchase	02/15/2024	LANDES	124,981,562.50			**-124,981,562.50**
43897	COMM	63873JBG4	NATXNY DISC NOTE	Purchase	02/15/2024	NATIXIS NY	49,992,638.89			**-49,992,638.89**
41660	COMM	91282CBM2	UNITED STATES	Redemption	02/15/2024	U.S. TREASURY		40,000,000.00		**40,000,000.00**
41682	COMM	91282CBM2	UNITED STATES	Redemption	02/15/2024	U.S. TREASURY		40,000,000.00		**40,000,000.00**
43890	COMM	5148X0BF1	LANDES DISC NOTE	Redemption	02/15/2024	LANDES		125,000,000.00		**125,000,000.00**
43891	COMM	63873JBF6	NATXNY DISC NOTE	Redemption	02/15/2024	NATIXIS NY		50,000,000.00		**50,000,000.00**
43892	COMM	16536HBF7	CHES DISC NOTE	Redemption	02/15/2024	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43893	COMM	313384TC3	FHLB DISC NOTE	Redemption	02/15/2024	FHLB NOTES		250,000,000.00		**250,000,000.00**
41602	COMM	912828P46	UNITED STATES	Interest	02/15/2024	U.S. TREASURY			325,000.00	**325,000.00**
41623	COMM	912828P46	UNITED STATES	Interest	02/15/2024	U.S. TREASURY			203,125.00	**203,125.00**
41660	COMM	91282CBM2	UNITED STATES	Interest	02/15/2024	U.S. TREASURY			25,000.00	**25,000.00**
41682	COMM	91282CBM2	UNITED STATES	Interest	02/15/2024	U.S. TREASURY			25,000.00	**25,000.00**
42464	COMM	194162AM5	CL 3.1% MAT	Interest	02/15/2024	COLGATE-PALMOLI			77,500.00	**77,500.00**
40930	COMM	89240BAC2	TOYOTA AUTO	Interest	02/15/2024	TOYOTA AUTO REC			462.74	**462.74**
40930	COMM	89240BAC2	TOYOTA AUTO	Redemption	02/15/2024	TOYOTA AUTO REC		544,788.71		**544,788.71**
40937	COMM	98164EAC9	WOART 0.3% MAT	Interest	02/15/2024	WORLD OMNI AUTO			919.84	**919.84**
40937	COMM	98164EAC9	WOART 0.3% MAT	Redemption	02/15/2024	WORLD OMNI AUTO		460,883.81		**460,883.81**
40958	COMM	34532NAC9	FORDO 0.3% MAT	Interest	02/15/2024	FORD CREDIT AUTO			984.50	**984.50**
40958	COMM	34532NAC9	FORDO 0.3% MAT	Redemption	02/15/2024	FORD CREDIT AUTO		731,166.80		**731,166.80**
40991	COMM	47788UAC6	JDOT 0.36% MAT	Interest	02/15/2024	JOHN DEERE			565.75	**565.75**
40991	COMM	47788UAC6	JDOT 0.36% MAT	Redemption	02/15/2024	JOHN DEERE		281,139.33		**281,139.33**
41111	COMM	44933LAC7	HART 0.38% MAT	Interest	02/15/2024	HYUNDAI AUTO			735.48	**735.48**
41111	COMM	44933LAC7	HART 0.38% MAT	Redemption	02/15/2024	HYUNDAI AUTO		420,743.76		**420,743.76**
41182	COMM	89190GAC1	TAOT 0.26% MAT	Interest	02/15/2024	TOYOTA AUTO REC			2,375.37	**2,375.37**
41182	COMM	89190GAC1	TAOT 0.26% MAT	Redemption	02/15/2024	TOYOTA AUTO REC		1,315,943.25		**1,315,943.25**
41206	COMM	65480BAC1	NAROT 0.33% MAT	Interest	02/15/2024	NISSAN AUTO			4,485.48	**4,485.48**
41206	COMM	65480BAC1	NAROT 0.33% MAT	Redemption	02/15/2024	NISSAN AUTO		1,836,751.20		**1,836,751.20**
41240	COMM	47789QAC4	JDOT 0.52% MAT	Interest	02/15/2024	JOHN DEERE			1,933.36	**1,933.36**
41240	COMM	47789QAC4	JDOT 0.52% MAT	Redemption	02/15/2024	JOHN DEERE		520,082.47		**520,082.47**
41242	COMM	14041NFW6	COMET 0.55% MAT	Interest	02/15/2024	CAPITAL ONE MULTI			10,770.83	**10,770.83**
41242	COMM	14041NFW6	COMET 0.55% MAT	Redemption	02/15/2024	CAPITAL ONE MULTI		894,962.32		**894,962.32**
41389	COMM	58772WAC7	MBART 0.46% MAT	Interest	02/15/2024	MERCEDES -BENZ			4,009.97	**4,009.97**
41389	COMM	58772WAC7	MBART 0.46% MAT	Redemption	02/15/2024	MERCEDES -BENZ		918,519.10		**918,519.10**
41402	COMM	254683CP8	DCENT 0.58% MAT	Interest	02/15/2024	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	02/15/2024	DISCOVER CARD		716,431.51		**716,431.51**
41476	COMM	14044CAC6	COPAR 0.77% MAT	Interest	02/15/2024	CAPITAL ONE			6,110.23	**6,110.23**
41476	COMM	14044CAC6	COPAR 0.77% MAT	Redemption	02/15/2024	CAPITAL ONE		669,313.74		**669,313.74**
41521	COMM	89238JAC9	TAOT 0.71% MAT	Interest	02/15/2024	TOYOTA AUTO REC			4,484.30	**4,484.30**
41521	COMM	89238JAC9	TAOT 0.71% MAT	Redemption	02/15/2024	TOYOTA AUTO REC		593,509.83		**593,509.83**
41529	COMM	02582JJR2	AMXCA 0.9% MAT	Interest	02/15/2024	AMERICAN			24,375.00	**24,375.00**
41529	COMM	02582JJR2	AMXCA 0.9% MAT	Redemption	02/15/2024	AMERICAN		1,062,387.82		**1,062,387.82**
41612	COMM	14041NFY2	CAPITAL ONE MULTI	Interest	02/15/2024	CAPITAL ONE MULTI			31,200.01	**31,200.01**
41612	COMM	14041NFY2	CAPITAL ONE MULTI	Redemption	02/15/2024	CAPITAL ONE MULTI		1,174,809.85		**1,174,809.85**
41766	COMM	44891WAC3	HALST 1.16% MAT	Interest	02/15/2024	HYUNDAI AUTO			4,033.43	**4,033.43**
41766	COMM	44891WAC3	HALST 1.16% MAT	Redemption	02/15/2024	HYUNDAI AUTO		1,418,431.49		**1,418,431.49**
41776	COMM	345286AC2	FORDO 1.29% MAT	Interest	02/15/2024	FORD CREDIT AUTO			8,999.66	**8,999.66**
41776	COMM	345286AC2	FORDO 1.29% MAT	Redemption	02/15/2024	FORD CREDIT AUTO		615,096.65		**615,096.65**
41797	COMM	89239KAC5	TAOT 1.23% MAT	Interest	02/15/2024	TOYOTA AUTO REC			10,266.19	**10,266.19**
41797	COMM	89239KAC5	TAOT 1.23% MAT	Redemption	02/15/2024	TOYOTA AUTO REC		726,619.89		**726,619.89**
41855	COMM	43815BAC4	HAROT 1.88% MAT	Interest	02/15/2024	HONDA AUTO			32,958.08	**32,958.08**
41855	COMM	43815BAC4	HAROT 1.88% MAT	Redemption	02/15/2024	HONDA AUTO		1,403,629.10		**1,403,629.10**
41856	COMM	65479QAC1	NAROT 1.86% MAT	Interest	02/15/2024	NISSAN AUTO			24,078.90	**24,078.90**
41856	COMM	65479QAC1	NAROT 1.86% MAT	Redemption	02/15/2024	NISSAN AUTO		1,017,154.57		**1,017,154.57**
41910	COMM	47787JAC2	JDOT 2.32% MAT	Interest	02/15/2024	JOHN DEERE			15,289.85	**15,289.85**
41910	COMM	47787JAC2	JDOT 2.32% MAT	Redemption	02/15/2024	JOHN DEERE		600,093.36		**600,093.36**
41919	COMM	02589BAA8	AMXCA 2.21% MAT	Interest	02/15/2024	AMERICAN			35,912.51	**35,912.51**
41919	COMM	02589BAA8	AMXCA 2.21% MAT	Redemption	02/15/2024	AMERICAN		570,285.68		**570,285.68**
41952	COMM	14041NFZ9	COMET 2.8% MAT	Interest	02/15/2024	CAPITAL ONE MULTI			44,333.33	**44,333.33**
41952	COMM	14041NFZ9	COMET 2.8% MAT	Redemption	02/15/2024	CAPITAL ONE MULTI		548,022.87		**548,022.87**
42020	COMM	98163NAC0	WOLS 3.21% MAT	Interest	02/15/2024	WORLD OMNI			5,740.76	**5,740.76**
42020	COMM	98163NAC0	WOLS 3.21% MAT	Redemption	02/15/2024	WORLD OMNI		423,930.19		**423,930.19**
42040	COMM	41284YAD8	HDMOT 3.06% MAT	Interest	02/15/2024	HARLEY-DAVIDSON			51,810.63	**51,810.63**
42040	COMM	41284YAD8	HDMOT 3.06% MAT	Redemption	02/15/2024	HARLEY-DAVIDSON		1,145,390.70		**1,145,390.70**
42066	COMM	34528LAD7	FORDL 3.23% MAT	Interest	02/15/2024	FORD CREDIT AUTO			36,209.04	**36,209.04**
42066	COMM	34528LAD7	FORDL 3.23% MAT	Redemption	02/15/2024	FORD CREDIT AUTO		4,010,890.56		**4,010,890.56**
42084	COMM	14317HAC5	CARMX 3.49% MAT	Interest	02/15/2024	CARMAX AUTO			48,821.99	**48,821.99**
42084	COMM	14317HAC5	CARMX 3.49% MAT	Redemption	02/15/2024	CARMAX AUTO		941,392.10		**941,392.10**
42116	COMM	14043QAC6	COPAR 3.17% MAT	Interest	02/15/2024	CAPITAL ONE			39,625.01	**39,625.01**
42116	COMM	14043QAC6	COPAR 3.17% MAT	Redemption	02/15/2024	CAPITAL ONE		417,792.56		**417,792.56**
42182	COMM	02008JAC0	ALLYA 3.31% MAT	Interest	02/15/2024	ALLY AUTO			73,164.04	**73,164.04**
42182	COMM	02008JAC0	ALLYA 3.31% MAT	Redemption	02/15/2024	ALLY AUTO		1,720,880.55		**1,720,880.55**
42184	COMM	44934LAD4	HALST 3.35% MAT	Interest	02/15/2024	HYUNDAI AUTO			80,930.31	**80,930.31**
42184	COMM	44934LAD4	HALST 3.35% MAT	Redemption	02/15/2024	HYUNDAI AUTO		4,049,922.92		**4,049,922.92**
42202	COMM	02582JJT8	AMXCA 3.39% MAT	Interest	02/15/2024	AMERICAN			98,875.00	**98,875.00**

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42202	COMM	02582JJT8	AMXCA 3.39% MAT	Redemption	02/15/2024	AMERICAN		928,218.93		**928,218.93**
42879	COMM	58770AAC7	MBART 4.51% MAT	Interest	02/15/2024	MERCEDES -BENZ			49,797.91	**49,797.91**
42879	COMM	58770AAC7	MBART 4.51% MAT	Redemption	02/15/2024	MERCEDES -BENZ		292,842.47		**292,842.47**
42890	COMM	891940AC2	TAOT 4.63% MAT	Interest	02/15/2024	TOYOTA AUTO REC			81,024.99	**81,024.99**
42890	COMM	891940AC2	TAOT 4.63% MAT	Redemption	02/15/2024	TOYOTA AUTO REC		483,912.74		**483,912.74**
42944	COMM	14043KAH8	COPAR 4.87% MAT	Interest	02/15/2024	CAPITAL ONE			43,627.08	**43,627.08**
42944	COMM	14043KAH8	COPAR 4.87% MAT	Redemption	02/15/2024	CAPITAL ONE		220,036.13		**220,036.13**
42945	COMM	41285JAD0	HDMOT 5.05% MAT	Interest	02/15/2024	HARLEY-DAVIDSON			54,708.33	**54,708.33**
42945	COMM	41285JAD0	HDMOT 5.05% MAT	Redemption	02/15/2024	HARLEY-DAVIDSON		276,478.01		**276,478.01**
43065	COMM	448979AD6	HART 4.58% MAT	Interest	02/15/2024	HYUNDAI AUTO			38,166.67	**38,166.67**
43065	COMM	448979AD6	HART 4.58% MAT	Redemption	02/15/2024	HYUNDAI AUTO		254,684.01		**254,684.01**
43089	COMM	254683CW3	DCENT 3.56% MAT	Interest	02/15/2024	DISCOVER CARD			147,517.52	**147,517.52**
43089	COMM	254683CW3	DCENT 3.56% MAT	Redemption	02/15/2024	DISCOVER CARD		1,234,003.24		**1,234,003.24**
43117	COMM	12664QAB0	CNH 5.34% MAT	Interest	02/15/2024	CNH EQUIPMENT			85,834.83	**85,834.83**
43117	COMM	12664QAB0	CNH 5.34% MAT	Redemption	02/15/2024	CNH EQUIPMENT		3,837,029.53		**3,837,029.53**
43130	COMM	65480WAD3	NAROT 4.91% MAT	Interest	02/15/2024	NISSAN AUTO			126,841.65	**126,841.65**
43130	COMM	65480WAD3	NAROT 4.91% MAT	Redemption	02/15/2024	NISSAN AUTO		664,850.57		**664,850.57**
43201	COMM	58768RAC4	MBALT 4.74% MAT	Interest	02/15/2024	MERCEDES-BENZ			126,400.00	**126,400.00**
43201	COMM	58768RAC4	MBALT 4.74% MAT	Redemption	02/15/2024	MERCEDES-BENZ		876,054.02		**876,054.02**
43212	COMM	437927AC0	HAROT 4.93% MAT	Interest	02/15/2024	HONDA AUTO			73,949.99	**73,949.99**
43212	COMM	437927AC0	HAROT 4.93% MAT	Redemption	02/15/2024	HONDA AUTO		382,918.54		**382,918.54**
43249	COMM	02582JJZ4	AMXCA 4.87% MAT	Interest	02/15/2024	AMERICAN			76,093.74	**76,093.74**
43249	COMM	02582JJZ4	AMXCA 4.87% MAT	Redemption	02/15/2024	AMERICAN		349,313.96		**349,313.96**
43276	COMM	254683CZ6	DCENT 4.93% MAT	Interest	02/15/2024	DISCOVER CARD			123,249.99	**123,249.99**
43276	COMM	254683CZ6	DCENT 4.93% MAT	Redemption	02/15/2024	DISCOVER CARD		547,345.05		**547,345.05**
43277	COMM	477920AC6	JDOT 5.18% MAT	Interest	02/15/2024	JOHN DEERE			60,433.34	**60,433.34**
43277	COMM	477920AC6	JDOT 5.18% MAT	Redemption	02/15/2024	JOHN DEERE		267,570.18		**267,570.18**
43456	COMM	34529NAB6	FORDL 5.9% MAT	Interest	02/15/2024	FORD CREDIT AUTO			73,750.01	**73,750.01**
43456	COMM	34529NAB6	FORDL 5.9% MAT	Redemption	02/15/2024	FORD CREDIT AUTO		577,415.00		**577,415.00**
43476	COMM	233868AC2	DTRT 5.9% MAT	Interest	02/15/2024	DAIMLET TRUCKS			132,750.01	**132,750.01**
43476	COMM	233868AC2	DTRT 5.9% MAT	Redemption	02/15/2024	DAIMLET TRUCKS		670,008.27		**670,008.27**
43477	COMM	41285YAB1	HDMOT 5.92% MAT	Interest	02/15/2024	HARLEY-DAVIDSON			83,866.66	**83,866.66**
43477	COMM	41285YAB1	HDMOT 5.92% MAT	Redemption	02/15/2024	HARLEY-DAVIDSON		459,996.30		**459,996.30**
43505	COMM	14044EAB4	COPAR 5.91% MAT	Interest	02/15/2024	CAPITAL ONE			192,075.00	**192,075.00**
43505	COMM	14044EAB4	COPAR 5.91% MAT	Redemption	02/15/2024	CAPITAL ONE		1,116,549.44		**1,116,549.44**
43542	COMM	58769FAB1	MBART 5.92% MAT	Interest	02/15/2024	MERCEDES -BENZ			93,733.33	**93,733.33**
43542	COMM	58769FAB1	MBART 5.92% MAT	Redemption	02/15/2024	MERCEDES -BENZ		511,029.94		**511,029.94**
43562	COMM	44918CAD4	HART 5.54% MAT	Interest	02/15/2024	HYUNDAI AUTO			36,933.34	**36,933.34**
43562	COMM	44918CAD4	HART 5.54% MAT	Redemption	02/15/2024	HYUNDAI AUTO		124,537.96		**124,537.96**
43811	COMM	39154TCH9	GREATA 5.32% MAT	Interest	02/15/2024	Great America Leasin			29,925.00	**29,925.00**

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43811	COMM	39154TCH9	GREATA 5.32% MAT	Redemption	02/15/2024	Great America Leasin		395,742.32		**395,742.32**
43900	COMM	16536HBL4	CHES DISC NOTE	Purchase	02/16/2024	CHESHAM FINANCE	74,955,583.33			**-74,955,583.33**
43902	COMM	313384TH2	FHDN ZERO CPN	Purchase	02/16/2024	FHLB DISCOUNT	249,856,944.45			**-249,856,944.45**
43889	COMM	3132XFND6	FHLMC 5.% MAT	Purchase	02/16/2024	FHLMC	41,081,553.94			**-41,081,553.94**
43899	COMM	5148X0BL8	LANDES DISC NOTE	Purchase	02/16/2024	LANDES	124,926,250.00			**-124,926,250.00**
43901	COMM	63873JBL3	NATXNY DISC NOTE	Purchase	02/16/2024	NATIXIS NY	49,970,555.56			**-49,970,555.56**
43895	COMM	5148X0BG9	LANDES DISC NOTE	Redemption	02/16/2024	LANDES		125,000,000.00		**125,000,000.00**
43896	COMM	16536HBG5	CHES DISC NOTE	Redemption	02/16/2024	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43897	COMM	63873JBG4	NATXNY DISC NOTE	Redemption	02/16/2024	NATIXIS NY		50,000,000.00		**50,000,000.00**
43898	COMM	313384TD1	FHLB DISC NOTE	Redemption	02/16/2024	FHLB NOTES		250,000,000.00		**250,000,000.00**
42009	COMM	362585AC5	GMCAR 3.1% MAT	Interest	02/16/2024	GM FINANCIAL			29,708.35	**29,708.35**
42009	COMM	362585AC5	GMCAR 3.1% MAT	Redemption	02/16/2024	GM FINANCIAL		422,164.29		**422,164.29**
43904	COMM	16536HBM2	CHES DISC NOTE	Purchase	02/20/2024	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
43906	COMM	313384TJ8	FHLB DISC NOTE	Purchase	02/20/2024	FHLB NOTES	249,964,225.00			**-249,964,225.00**
43903	COMM	5148X0BM6	LANDES DISC NOTE	Purchase	02/20/2024	LANDES	124,981,562.50			**-124,981,562.50**
43905	COMM	63873JBM1	NATXNY DISC NOTE	Purchase	02/20/2024	NATIXIS NY	49,992,638.89			**-49,992,638.89**
42954	COMM	313384TH2	FHDN ZERO CPN	Redemption	02/20/2024	FHLB DISCOUNT		45,000,000.00		**45,000,000.00**
43899	COMM	5148X0BL8	LANDES DISC NOTE	Redemption	02/20/2024	LANDES		125,000,000.00		**125,000,000.00**
43900	COMM	16536HBL4	CHES DISC NOTE	Redemption	02/20/2024	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43901	COMM	63873JBL3	NATXNY DISC NOTE	Redemption	02/20/2024	NATIXIS NY		50,000,000.00		**50,000,000.00**
43902	COMM	313384TH2	FHDN ZERO CPN	Redemption	02/20/2024	FHLB DISCOUNT		250,000,000.00		**250,000,000.00**
40550	COMM	3136G4H63	FEDERAL NATL MTG	Interest	02/20/2024	FNMA NOTES			31,625.00	**31,625.00**
40551	COMM	3136G4H63	FEDERAL NATL MTG	Interest	02/20/2024	FNMA NOTES			27,500.00	**27,500.00**
40552	COMM	3136G4H63	FEDERAL NATL MTG	Interest	02/20/2024	FNMA NOTES			41,250.00	**41,250.00**
40553	COMM	037833DX5	AAPL 0.55% MAT	Interest	02/20/2024	APPLE INC			82,500.00	**82,500.00**
41652	COMM	3130ANMH0	FEDERAL HOME	Interest	02/20/2024	FHLB NOTES			137,500.00	**137,500.00**
41842	COMM	3133ENNY2	FEDERAL FARM CR	Interest	02/20/2024	FFCB NOTES			262,500.00	**262,500.00**
42245	COMM	3130ANMH0	FEDERAL HOME	Interest	02/20/2024	FHLB NOTES			56,182.50	**56,182.50**
42484	COMM	3133ENF96	FFCB 3.96% MAT	Interest	02/20/2024	FFCB NOTES			396,000.00	**396,000.00**
43789	COMM	22532XWQ7	CRA 5.61% MAT	Interest	02/20/2024	CREDIT AGRICOLE			344,572.22	**344,572.22**
41321	COMM	43815EAC8	HAROT 0.41% MAT	Interest	02/20/2024	HONDA AUTO			2,882.59	**2,882.59**
41321	COMM	43815EAC8	HAROT 0.41% MAT	Redemption	02/20/2024	HONDA AUTO		843,122.74		**843,122.74**
41867	COMM	89238LAC4	TLOT 1.96% MAT	Interest	02/20/2024	TOYOTA LEASE			15,268.13	**15,268.13**
41867	COMM	89238LAC4	TLOT 1.96% MAT	Redemption	02/20/2024	TOYOTA LEASE		2,376,102.15		**2,376,102.15**
42119	COMM	23292GAC7	DLLST 3.4% MAT	Interest	02/20/2024	DLLST LLC			16,598.11	**16,598.11**
42119	COMM	23292GAC7	DLLST 3.4% MAT	Redemption	02/20/2024	DLLST LLC		1,124,789.27		**1,124,789.27**
42152	COMM	36266FAC3	GMALT 3.42% MAT	Interest	02/20/2024	GM FIN'CL AUTO			33,665.54	**33,665.54**
42152	COMM	36266FAC3	GMALT 3.42% MAT	Redemption	02/20/2024	GM FIN'CL AUTO		2,105,910.82		**2,105,910.82**
43090	COMM	89239MAC1	TLOT 4.93% MAT	Interest	02/20/2024	TOYOTA LEASE			90,383.33	**90,383.33**
43090	COMM	89239MAC1	TLOT 4.93% MAT	Redemption	02/20/2024	TOYOTA LEASE		807,696.78		**807,696.78**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
43120	COMM	92348KBL6	VZMT 4.89% MAT	Interest	02/20/2024	VERIZON MASTER			163,000.00	**163,000.00**
43120	COMM	92348KBL6	VZMT 4.89% MAT	Redemption	02/20/2024	VERIZON MASTER		773,309.79		**773,309.79**
43248	COMM	92867WAB4	VALET 5.5% MAT	Interest	02/20/2024	VOLKSWAGEN			72,761.06	**72,761.06**
43248	COMM	92867WAB4	VALET 5.5% MAT	Redemption	02/20/2024	VOLKSWAGEN		1,108,963.51		**1,108,963.51**
43336	COMM	88167PAC2	TESLA 5.89% MAT	Interest	02/20/2024	TESLA AUTO LEASE			19,633.33	**19,633.33**
43336	COMM	88167PAC2	TESLA 5.89% MAT	Redemption	02/20/2024	TESLA AUTO LEASE		128,626.52		**128,626.52**
43457	COMM	92867UAB8	VWALT 5.87% MAT	Interest	02/20/2024	VOLKSWAGEN			158,856.89	**158,856.89**
43457	COMM	92867UAB8	VWALT 5.87% MAT	Redemption	02/20/2024	VOLKSWAGEN		1,304,553.71		**1,304,553.71**
43771	COMM	92348KCL5	VZMT 5.% MAT	Interest	02/20/2024	VERIZON MASTER			77,777.77	**77,777.77**
43771	COMM	92348KCL5	VZMT 5.% MAT	Redemption	02/20/2024	VERIZON MASTER		265,126.22		**265,126.22**
43908	COMM	16536HBN0	CHES DISC NOTE	Purchase	02/21/2024	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
43910	COMM	313384TK5	FHLB DISC NOTE	Purchase	02/21/2024	FHLB NOTES	249,964,236.10			**-249,964,236.10**
43894	COMM	437918AC9	HAROT 5.21% MAT	Purchase	02/21/2024	HONDA AUTO	25,998,869.00			**-25,998,869.00**
43907	COMM	5148X0BN4	LANDES DISC NOTE	Purchase	02/21/2024	LANDES	124,981,562.50			**-124,981,562.50**
43909	COMM	63873JBN9	NATXNY DISC NOTE	Purchase	02/21/2024	NATIXIS NY	49,992,638.89			**-49,992,638.89**
43903	COMM	5148X0BM6	LANDES DISC NOTE	Redemption	02/21/2024	LANDES		125,000,000.00		**125,000,000.00**
43904	COMM	16536HBM2	CHES DISC NOTE	Redemption	02/21/2024	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43905	COMM	63873JBM1	NATXNY DISC NOTE	Redemption	02/21/2024	NATIXIS NY		50,000,000.00		**50,000,000.00**
43906	COMM	313384TJ8	FHLB DISC NOTE	Redemption	02/21/2024	FHLB NOTES		250,000,000.00		**250,000,000.00**
40965	COMM	43813GAC5	HAROT 0.27% MAT	Interest	02/21/2024	HONDA AUTO			349.01	**349.01**
40965	COMM	43813GAC5	HAROT 0.27% MAT	Redemption	02/21/2024	HONDA AUTO		399,205.22		**399,205.22**
41554	COMM	43815GAC3	HAROT 0.88% MAT	Interest	02/21/2024	HONDA AUTO			6,617.79	**6,617.79**
41554	COMM	43815GAC3	HAROT 0.88% MAT	Redemption	02/21/2024	HONDA AUTO		724,101.32		**724,101.32**
42950	COMM	43815JAC7	HAROT 5.04% MAT	Interest	02/21/2024	HONDA AUTO			54,600.00	**54,600.00**
42950	COMM	43815JAC7	HAROT 5.04% MAT	Redemption	02/21/2024	HONDA AUTO		333,082.98		**333,082.98**
43617	COMM	438123AB7	HAROT 5.87% MAT	Interest	02/21/2024	HONDA AUTO			141,858.34	**141,858.34**
43617	COMM	438123AB7	HAROT 5.87% MAT	Redemption	02/21/2024	HONDA AUTO		913,848.07		**913,848.07**
43912	COMM	16536HBP5	CHES DISC NOTE	Purchase	02/22/2024	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
43914	COMM	313384TL3	FHLB DISC NOTE	Purchase	02/22/2024	FHLB NOTES	249,964,097.20			**-249,964,097.20**
43911	COMM	5148X0BP9	LANDES DISC NOTE	Purchase	02/22/2024	LANDES	124,981,562.50			**-124,981,562.50**
43913	COMM	63873JBP4	NATXNY DISC NOTE	Purchase	02/22/2024	NATIXIS NY	49,992,638.89			**-49,992,638.89**
43907	COMM	5148X0BN4	LANDES DISC NOTE	Redemption	02/22/2024	LANDES		125,000,000.00		**125,000,000.00**
43908	COMM	16536HBN0	CHES DISC NOTE	Redemption	02/22/2024	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43909	COMM	63873JBN9	NATXNY DISC NOTE	Redemption	02/22/2024	NATIXIS NY		50,000,000.00		**50,000,000.00**
43910	COMM	313384TK5	FHLB DISC NOTE	Redemption	02/22/2024	FHLB NOTES		250,000,000.00		**250,000,000.00**
41860	COMM	3133ENPX2	FEDERAL FARM CR	Interest	02/22/2024	FFCB NOTES			180,000.00	**180,000.00**
42494	COMM	21688AAU6	COOPERATIEVE	Interest	02/22/2024	RABOBANK			290,625.00	**290,625.00**
43917	COMM	16536HBV2	CHES DISC NOTE	Purchase	02/23/2024	CHESHAM FINANCE	74,933,375.00			**-74,933,375.00**
43919	COMM	313384TP4	FHLB DISC NOTE	Purchase	02/23/2024	FHLB NOTES	249,892,708.35			**-249,892,708.35**
43916	COMM	5148X0BV6	LANDES DISC NOTE	Purchase	02/23/2024	LANDES	124,889,375.00			**-124,889,375.00**

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43918	COMM	63873JBS8	NATXNY DISC NOTE	Purchase	02/23/2024	NATIXIS NY	49,977,916.67			**-49,977,916.67**
43911	COMM	5148X0BP9	LANDES DISC NOTE	Redemption	02/23/2024	LANDES		125,000,000.00		**125,000,000.00**
43912	COMM	16536HBP5	CHES DISC NOTE	Redemption	02/23/2024	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43913	COMM	63873JBP4	NATXNY DISC NOTE	Redemption	02/23/2024	NATIXIS NY		50,000,000.00		**50,000,000.00**
43914	COMM	313384TL3	FHLB DISC NOTE	Redemption	02/23/2024	FHLB NOTES		250,000,000.00		**250,000,000.00**
43918	COMM	63873JBS8	NATXNY DISC NOTE	Redemption	02/26/2024	NATIXIS NY		50,000,000.00		**50,000,000.00**
43919	COMM	313384TP4	FHLB DISC NOTE	Redemption	02/26/2024	FHLB NOTES		250,000,000.00		**250,000,000.00**
40555	COMM	3135G05X7	FEDERAL NATL MTG	Interest	02/26/2024	FNMA NOTES			56,250.00	**56,250.00**
40575	COMM	3136G4X40	FEDERAL NATL MTG	Interest	02/26/2024	FNMA NOTES			37,920.00	**37,920.00**
40968	COMM	3130ALDL5	FEDERAL HOME	Interest	02/26/2024	FHLB NOTES			109,375.00	**109,375.00**
40971	COMM	3135G05X7	FEDERAL NATL MTG	Interest	02/26/2024	FNMA NOTES			28,125.00	**28,125.00**
40998	COMM	3135G05X7	FEDERAL NATL MTG	Interest	02/26/2024	FNMA NOTES			28,125.00	**28,125.00**
41006	COMM	3135G05X7	FEDERAL NATL MTG	Interest	02/26/2024	FNMA NOTES			28,125.00	**28,125.00**
41057	COMM	3130ALCV4	FEDERAL HOME	Interest	02/26/2024	FHLB NOTES			56,250.00	**56,250.00**
41332	COMM	3130ANWF3	FEDERAL HOME	Interest	02/26/2024	FHLB NOTES			218,250.00	**218,250.00**
41537	COMM	3135G05X7	FEDERAL NATL MTG	Interest	02/26/2024	FNMA NOTES			46,875.00	**46,875.00**
41559	COMM	3135G05X7	FEDERAL NATL MTG	Interest	02/26/2024	FNMA NOTES			18,750.00	**18,750.00**
41640	COMM	3130AKZ25	FEDERAL HOME	Interest	02/26/2024	FHLB NOTES			59,475.00	**59,475.00**
41809	COMM	3136G4W41	FEDERAL NATL MTG	Interest	02/26/2024	FNMA NOTES			97,500.00	**97,500.00**
42344	COMM	3135G05X7	FEDERAL NATL MTG	Interest	02/26/2024	FNMA NOTES			18,750.00	**18,750.00**
43211	COMM	3133EPLC7	FEDERAL FARM CR	Interest	02/26/2024	FFCB NOTES			515,625.00	**515,625.00**
39654	COMM	3137BP4J5	FNMAM 2.446% MAT	Interest	02/26/2024	FHLMC			16,906.37	**16,906.37**
39654	COMM	3137BP4J5	FNMAM 2.446% MAT	Redemption	02/26/2024	FHLMC		294,424.00		**294,424.00**
40390	COMM	3137BHCY1	FHLMCM 2.811%	Interest	02/26/2024	FHLMC			20,074.91	**20,074.91**
40390	COMM	3137BHCY1	FHLMCM 2.811%	Redemption	02/26/2024	FHLMC		15,979.36		**15,979.36**
40511	COMM	3136AXVB8	FNMAM 2.646% MAT	Interest	02/26/2024	FNMA			18,511.65	**18,511.65**
40511	COMM	3136AXVB8	FNMAM 2.646% MAT	Redemption	02/26/2024	FNMA		4,232.80		**4,232.80**
40526	COMM	3137BSP64	FHLMCM 2.34% MAT	Interest	02/26/2024	FHLMC			18,092.34	**18,092.34**
40526	COMM	3137BSP64	FHLMCM 2.34% MAT	Redemption	02/26/2024	FHLMC		243,545.60		**243,545.60**
40539	COMM	3137BKGH7	FHLMCM 2.712%	Interest	02/26/2024	FHLMC			2,348.24	**2,348.24**
40539	COMM	3137BKGH7	FHLMCM 2.712%	Redemption	02/26/2024	FHLMC		124,438.54		**124,438.54**
40541	COMM	3138L7CU8	FNMAM 2.95% MAT	Interest	02/26/2024	FNMA			46,453.72	**46,453.72**
40541	COMM	3138L7CU8	FNMAM 2.95% MAT	Redemption	02/26/2024	FNMA		42,076.72		**42,076.72**
40630	COMM	3138LJWY2	FHLMCM 2.8% MAT	Interest	02/26/2024	FHLMC			30,009.75	**30,009.75**
40630	COMM	3138LJWY2	FHLMCM 2.8% MAT	Redemption	02/26/2024	FHLMC		24,550.53		**24,550.53**
40638	COMM	3137BYLE8	FHLMCM 2.7% MAT	Interest	02/26/2024	FHLMC			14,962.50	**14,962.50**
40638	COMM	3137BYLE8	FHLMCM 2.7% MAT	Redemption	02/26/2024	FHLMC		356,565.05		**356,565.05**
40743	COMM	3136AY6S7	FNMAM FRN MAT	Interest	02/26/2024	FNMA			24,496.83	**24,496.83**
40743	COMM	3136AY6S7	FNMAM FRN MAT	Redemption	02/26/2024	FNMA		3,768.50		**3,768.50**
40784	COMM	3137F72W4	FHLMCM 0.39025%	Interest	02/26/2024	FHLMC			9,541.95	**9,541.95**

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40784	COMM	3137F72W4	FHLMCM 0.39025%	Redemption	02/26/2024	FHLMC		637.37		**637.37**
40812	COMM	3132XFFH6	FHLMCM 0.77% MAT	Interest	02/26/2024	FHLMC			29,837.50	**29,837.50**
40812	COMM	3132XFFH6	FHLMCM 0.77% MAT	Redemption	02/26/2024	FHLMC		2,366,879.93		**2,366,879.93**
40905	COMM	3138LEC33	FNMAM 2.38% MAT	Interest	02/26/2024	FNMA			19,589.01	**19,589.01**
40905	COMM	3138LEC33	FNMAM 2.38% MAT	Redemption	02/26/2024	FNMA		14,942.50		**14,942.50**
40976	COMM	3137FATE8	FHLMCM 2.982%	Interest	02/26/2024	FHLMC			74,550.00	**74,550.00**
40976	COMM	3137FATE8	FHLMCM 2.982%	Redemption	02/26/2024	FHLMC		4,162,546.61		**4,162,546.61**
40983	COMM	3137FF3W5	FHLMCM 0.602%	Interest	02/26/2024	FHLMC			1,650.57	**1,650.57**
40983	COMM	3137FF3W5	FHLMCM 0.602%	Redemption	02/26/2024	FHLMC		65,632.16		**65,632.16**
41131	COMM	3137BYLE8	FHLMCM 2.7% MAT	Interest	02/26/2024	FHLMC			11,250.00	**11,250.00**
41131	COMM	3137BYLE8	FHLMCM 2.7% MAT	Redemption	02/26/2024	FHLMC				**0.00**
41133	COMM	3137FYZG4	FHLMCM 0.861%	Interest	02/26/2024	FHLMC			4,935.39	**4,935.39**
41133	COMM	3137FYZG4	FHLMCM 0.861%	Redemption	02/26/2024	FHLMC		12,503.26		**12,503.26**
41164	COMM	3137FPJ55	FHLMCM 2.606%	Interest	02/26/2024	FHLMC			34,929.82	**34,929.82**
41164	COMM	3137FPJ55	FHLMCM 2.606%	Redemption	02/26/2024	FHLMC		18,667.01		**18,667.01**
41192	COMM	3137FBAB2	FHLMCM 3.038%	Interest	02/26/2024	FHLMC			18,412.84	**18,412.84**
41192	COMM	3137FBAB2	FHLMCM 3.038%	Redemption	02/26/2024	FHLMC		155,316.00		**155,316.00**
41222	COMM	3137H14A1	FHLMCM 0.854%	Interest	02/26/2024	FHLMC			12,264.96	**12,264.96**
41222	COMM	3137H14A1	FHLMCM 0.854%	Redemption	02/26/2024	FHLMC		195,932.68		**195,932.68**
41228	COMM	3136AUG21	FNMAM 2.49552%	Interest	02/26/2024	FNMA			36,852.17	**36,852.17**
41228	COMM	3136AUG21	FNMAM 2.49552%	Redemption	02/26/2024	FNMA		26,760.75		**26,760.75**
41319	COMM	3132XFD47	FHLMCM 2.1% MAT	Interest	02/26/2024	FHLMC			27,125.00	**27,125.00**
41319	COMM	3132XFD47	FHLMCM 2.1% MAT	Redemption	02/26/2024	FHLMC		527,110.45		**527,110.45**
41491	COMM	3138LNKZ3	FNMAM 3.44% MAT	Interest	02/26/2024	FNMA			7,544.35	**7,544.35**
41491	COMM	3138LNKZ3	FNMAM 3.44% MAT	Redemption	02/26/2024	FNMA		3,695.54		**3,695.54**
41524	COMM	3133LJAN1	FHLM 1.5% MAT	Interest	02/26/2024	FHLMC SINGLE			13,550.34	**13,550.34**
41524	COMM	3133LJAN1	FHLM 1.5% MAT	Redemption	02/26/2024	FHLMC SINGLE		163,103.37		**163,103.37**
41525	COMM	3140QMQJ6	FNMAP 1.5% MAT	Interest	02/26/2024	FNMA SINGLE			12,465.02	**12,465.02**
41525	COMM	3140QMQJ6	FNMAP 1.5% MAT	Redemption	02/26/2024	FNMA SINGLE		134,806.20		**134,806.20**
41526	COMM	3140XDHF6	FNMAP 1.5% MAT	Interest	02/26/2024	FNMA SINGLE			22,473.69	**22,473.69**
41526	COMM	3140XDHF6	FNMAP 1.5% MAT	Redemption	02/26/2024	FNMA SINGLE		243,956.79		**243,956.79**
41675	COMM	3133LPUA3	FHLMC 1.5% MAT	Interest	02/26/2024	FHLMC SINGLE			20,058.32	**20,058.32**
41675	COMM	3133LPUA3	FHLMC 1.5% MAT	Redemption	02/26/2024	FHLMC SINGLE		226,871.92		**226,871.92**
41676	COMM	31418EAD2	FNMAP 1.5% MAT	Interest	02/26/2024	FNMA SINGLE			17,686.61	**17,686.61**
41676	COMM	31418EAD2	FNMAP 1.5% MAT	Redemption	02/26/2024	FNMA SINGLE		203,262.80		**203,262.80**
41765	COMM	05601XAC3	BMW VEHICLE	Interest	02/26/2024	BMW VEHICLE			2,341.74	**2,341.74**
41765	COMM	05601XAC3	BMW VEHICLE	Redemption	02/26/2024	BMW VEHICLE		1,514,826.97		**1,514,826.97**
41791	COMM	3137FQ3Y7	FHLMCM 2.19% MAT	Interest	02/26/2024	FHLMC			33,410.74	**33,410.74**
41791	COMM	3137FQ3Y7	FHLMCM 2.19% MAT	Redemption	02/26/2024	FHLMC		94,954.69		**94,954.69**
41803	COMM	3137BEVH4	FHLMC REMIC	Interest	02/26/2024	FHLMC			34,705.70	**34,705.70**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
41803	COMM	3137BEVH4	FHLMC REMIC	Redemption	02/26/2024	FHLMC		1,532,854.39		**1,532,854.39**
41854	COMM	3138LDLP6	FNMAM 2.75% MAT	Interest	02/26/2024	FNMA			24,761.22	**24,761.22**
41854	COMM	3138LDLP6	FNMAM 2.75% MAT	Redemption	02/26/2024	FNMA		16,794.69		**16,794.69**
41892	COMM	3137H6LT0	FHLMCM 1.946%	Interest	02/26/2024	FHLMC			36,900.86	**36,900.86**
41892	COMM	3137H6LT0	FHLMCM 1.946%	Redemption	02/26/2024	FHLMC		65,146.24		**65,146.24**
42039	COMM	3138LCT54	FNMAM 3.1% MAT	Interest	02/26/2024	FNMA			93,430.56	**93,430.56**
42039	COMM	3138LCT54	FNMAM 3.1% MAT	Redemption	02/26/2024	FNMA		1,597,133.67		**1,597,133.67**
42046	COMM	3137H73W1	FHLMCM 2.75% MAT	Interest	02/26/2024	FHLMC			41,709.07	**41,709.07**
42046	COMM	3137H73W1	FHLMCM 2.75% MAT	Redemption	02/26/2024	FHLMC		31,952.36		**31,952.36**
42093	COMM	3137F1G44	FHLMCM 3.243%	Interest	02/26/2024	FHLMC			94,587.50	**94,587.50**
42093	COMM	3137F1G44	FHLMCM 3.243%	Redemption	02/26/2024	FHLMC		1,014,785.43		**1,014,785.43**
42099	COMM	3137BXQY1	FHLMCM 3.224%	Interest	02/26/2024	FHLMC			107,466.68	**107,466.68**
42099	COMM	3137BXQY1	FHLMCM 3.224%	Redemption	02/26/2024	FHLMC		1,183,743.86		**1,183,743.86**
42110	COMM	3137F2LJ3	FHLMCM 3.117%	Interest	02/26/2024	FHLMC			90,912.50	**90,912.50**
42110	COMM	3137F2LJ3	FHLMCM 3.117%	Redemption	02/26/2024	FHLMC		964,822.39		**964,822.39**
42111	COMM	3138LDYK3	FNMA 2.55% MAT	Interest	02/26/2024	FNMA NOTES			83,678.34	**83,678.34**
42111	COMM	3138LDYK3	FNMA 2.55% MAT	Redemption	02/26/2024	FNMA NOTES		85,785.75		**85,785.75**
42112	COMM	3138LFUJ5	FNMAM 2.47% MAT	Interest	02/26/2024	FNMA			42,538.89	**42,538.89**
42112	COMM	3138LFUJ5	FNMAM 2.47% MAT	Redemption	02/26/2024	FNMA		668,809.41		**668,809.41**
42120	COMM	3136AK2F9	FNMAM 3.39768%	Interest	02/26/2024	FNMA			105,416.64	**105,416.64**
42120	COMM	3136AK2F9	FNMAM 3.39768%	Redemption	02/26/2024	FNMA		69,121.01		**69,121.01**
42133	COMM	3138LD5W9	FNMAM 2.625% MAT	Interest	02/26/2024	FNMA			32,812.50	**32,812.50**
42133	COMM	3138LD5W9	FNMAM 2.625% MAT	Redemption	02/26/2024	FNMA		562,456.20		**562,456.20**
42137	COMM	3138LD5W9	FNMAM 2.625% MAT	Interest	02/26/2024	FNMA			32,812.50	**32,812.50**
42137	COMM	3138LD5W9	FNMAM 2.625% MAT	Redemption	02/26/2024	FNMA				**0.00**
42150	COMM	3137F1G44	FHLMCM 3.243%	Interest	02/26/2024	FHLMC			54,050.00	**54,050.00**
42150	COMM	3137F1G44	FHLMCM 3.243%	Redemption	02/26/2024	FHLMC				**0.00**
42151	COMM	3138LEC82	FNMAM 2.57% MAT	Interest	02/26/2024	FNMA			44,261.11	**44,261.11**
42151	COMM	3138LEC82	FNMAM 2.57% MAT	Redemption	02/26/2024	FNMA		727,435.91		**727,435.91**
42183	COMM	05602RAD3	BMWOT 3.21% MAT	Interest	02/26/2024	BMW VEHICLE			34,247.79	**34,247.79**
42183	COMM	05602RAD3	BMWOT 3.21% MAT	Redemption	02/26/2024	BMW VEHICLE		874,534.01		**874,534.01**
42187	COMM	3137F4CY6	FHLMCM 2.92% MAT	Interest	02/26/2024	FHLMC			51,764.13	**51,764.13**
42187	COMM	3137F4CY6	FHLMCM 2.92% MAT	Redemption	02/26/2024	FHLMC		10,394.50		**10,394.50**
42188	COMM	3140HV6S8	FNMAM 2.19% MAT	Interest	02/26/2024	FNMA			56,575.00	**56,575.00**
42188	COMM	3140HV6S8	FNMAM 2.19% MAT	Redemption	02/26/2024	FNMA		971,059.29		**971,059.29**
42205	COMM	3137FMD25	FHLMCM 2.875%	Interest	02/26/2024	FHLMC			47,772.91	**47,772.91**
42205	COMM	3137FMD25	FHLMCM 2.875%	Redemption	02/26/2024	FHLMC		782,222.85		**782,222.85**
42234	COMM	3138LD5W9	FNMAM 2.625% MAT	Interest	02/26/2024	FNMA			17,500.00	**17,500.00**
42234	COMM	3138LD5W9	FNMAM 2.625% MAT	Redemption	02/26/2024	FNMA				**0.00**
42757	COMM	3137FBAJ5	FHLMCM 3.281%	Interest	02/26/2024	FHLMC			29,255.59	**29,255.59**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
42757	COMM	3137FBAJ5	FHLMCM 3.281%	Redemption	02/26/2024	FHLMC		271,001.91		**271,001.91**
42758	COMM	3138L5FA3	FNMAM 3.765% MAT	Interest	02/26/2024	FNMA			28,780.31	**28,780.31**
42758	COMM	3138L5FA3	FNMAM 3.765% MAT	Redemption	02/26/2024	FNMA		14,836.20		**14,836.20**
42764	COMM	3137BYLD0	FHLMCM 3.288%	Interest	02/26/2024	FHLMC			54,800.00	**54,800.00**
42764	COMM	3137BYLD0	FHLMCM 3.288%	Redemption	02/26/2024	FHLMC		577,532.66		**577,532.66**
42786	COMM	3137F4X23	FHLMCM 3.6% MAT	Interest	02/26/2024	FHLMC			21,900.00	**21,900.00**
42786	COMM	3137F4X23	FHLMCM 3.6% MAT	Redemption	02/26/2024	FHLMC		533,320.25		**533,320.25**
42878	COMM	3138LCT54-A	FNMAM 3.1% MAT	Interest	02/26/2024	FNMA			26,694.44	**26,694.44**
42878	COMM	3138LCT54-A	FNMAM 3.1% MAT	Redemption	02/26/2024	FNMA		441,221.82		**441,221.82**
42910	COMM	3138LECC3	FNMA 2.42% MAT	Interest	02/26/2024	FNMA NOTES			83,355.56	**83,355.56**
42910	COMM	3138LECC3	FNMA 2.42% MAT	Redemption	02/26/2024	FNMA NOTES		1,412,410.77		**1,412,410.77**
42927	COMM	05593AAC3	BMWLT 5.16% MAT	Interest	02/26/2024	BMW VEHICLE			22,575.00	**22,575.00**
42927	COMM	05593AAC3	BMWLT 5.16% MAT	Redemption	02/26/2024	BMW VEHICLE		238,189.58		**238,189.58**
42931	COMM	3132CW3F9	FHLMC 2.% MAT	Interest	02/26/2024	FHLMC			46,672.61	**46,672.61**
42931	COMM	3132CW3F9	FHLMC 2.% MAT	Redemption	02/26/2024	FHLMC		986,235.05		**986,235.05**
42949	COMM	3132XGQ74	FHLMCM 3.7% MAT	Interest	02/26/2024	FHLMC			143,017.47	**143,017.47**
42949	COMM	3132XGQ74	FHLMCM 3.7% MAT	Redemption	02/26/2024	FHLMC		53,592.75		**53,592.75**
43042	COMM	3136AMMF3	FNMAM 3.01111%	Interest	02/26/2024	FNMA			47,153.52	**47,153.52**
43042	COMM	3136AMMF3	FNMAM 3.01111%	Redemption	02/26/2024	FNMA		34,132.26		**34,132.26**
43054	COMM	3137FEZT0	FHLMCM 3.725%	Interest	02/26/2024	FHLMC			88,488.82	**88,488.82**
43054	COMM	3137FEZT0	FHLMCM 3.725%	Redemption	02/26/2024	FHLMC		515,314.80		**515,314.80**
43080	COMM	3132XFLM8	FHLMCM 4.3% MAT	Interest	02/26/2024	FHLMC			115,378.55	**115,378.55**
43080	COMM	3132XFLM8	FHLMCM 4.3% MAT	Redemption	02/26/2024	FHLMC		634,070.83		**634,070.83**
43098	COMM	3140LJKS4	FNMAM 4.54% MAT	Interest	02/26/2024	FNMA			91,007.96	**91,007.96**
43098	COMM	3140LJKS4	FNMAM 4.54% MAT	Redemption	02/26/2024	FNMA		492,958.37		**492,958.37**
43105	COMM	30322KAE3	FREDM 0.88% MAT	Interest	02/26/2024	FREDDIE MAC			19,222.98	**19,222.98**
43105	COMM	30322KAE3	FREDM 0.88% MAT	Redemption	02/26/2024	FREDDIE MAC		44,820.15		**44,820.15**
43145	COMM	3140LJJN7	FNMAM 4.385% MAT	Interest	02/26/2024	FNMA			116,043.18	**116,043.18**
43145	COMM	3140LJJN7	FNMAM 4.385% MAT	Redemption	02/26/2024	FNMA		650,869.95		**650,869.95**
43162	COMM	3140LHFC9	FNMAM 3.53% MAT	Interest	02/26/2024	FNMA			75,993.06	**75,993.06**
43162	COMM	3140LHFC9	FNMAM 3.53% MAT	Redemption	02/26/2024	FNMA		589,887.56		**589,887.56**
43200	COMM	3140LJS23	FNMAM 4.17% MAT	Interest	02/26/2024	FNMA			89,770.83	**89,770.83**
43200	COMM	3140LJS23	FNMAM 4.17% MAT	Redemption	02/26/2024	FNMA		511,342.83		**511,342.83**
43243	COMM	3137FHQ22	FHLMCM 3.37% MAT	Interest	02/26/2024	FHLMC			35,774.06	**35,774.06**
43243	COMM	3137FHQ22	FHLMCM 3.37% MAT	Redemption	02/26/2024	FHLMC		12,819.66		**12,819.66**
43268	COMM	3140LJX68	FNMAM 4.225% MAT	Interest	02/26/2024	FNMA			85,468.46	**85,468.46**
43268	COMM	3140LJX68	FNMAM 4.225% MAT	Redemption	02/26/2024	FNMA		430,370.54		**430,370.54**
43391	COMM	3137FJXQ7	FHLMCM 3.75% MAT	Interest	02/26/2024	FHLMC			77,574.85	**77,574.85**
43391	COMM	3137FJXQ7	FHLMCM 3.75% MAT	Redemption	02/26/2024	FHLMC		12,569.75		**12,569.75**
43504	COMM	055979AB4	BMWLT 5.95% MAT	Interest	02/26/2024	BMW VEHICLE			74,375.00	**74,375.00**

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43504	COMM	055979AB4	BMWLT 5.95% MAT	Redemption	02/26/2024	BMW VEHICLE		87,791.54		**87,791.54**
43563	COMM	3140LLCB5	FNMAM 4.62% MAT	Interest	02/26/2024	FNMA			89,619.91	**89,619.91**
43563	COMM	3140LLCB5	FNMAM 4.62% MAT	Redemption	02/26/2024	FNMA		384,835.07		**384,835.07**
43597	COMM	3132XGW51	FHLMCM 4.21% MAT	Interest	02/26/2024	FHLMC			53,791.87	**53,791.87**
43597	COMM	3132XGW51	FHLMCM 4.21% MAT	Redemption	02/26/2024	FHLMC		243,482.63		**243,482.63**
43628	COMM	3137BLVK1	FHLMCM 3.116%	Interest	02/26/2024	FHLMC			66,215.01	**66,215.01**
43628	COMM	3137BLVK1	FHLMCM 3.116%	Redemption	02/26/2024	FHLMC		1,384,278.98		**1,384,278.98**
43629	COMM	3132XGVS2	FREDM 5.1% MAT	Interest	02/26/2024	FREDDIE MAC			119,787.10	**119,787.10**
43629	COMM	3132XGVS2	FREDM 5.1% MAT	Redemption	02/26/2024	FREDDIE MAC		473,686.51		**473,686.51**
43636	COMM	3137HB3G7	FHLMCM 4.86% MAT	Interest	02/26/2024	FHLMC			85,050.00	**85,050.00**
43636	COMM	3137HB3G7	FHLMCM 4.86% MAT	Redemption	02/26/2024	FHLMC		327,897.23		**327,897.23**
43915	COMM	14913UAF7	CATERPILLAR FINL	Purchase	02/27/2024	CATERPILLAR	39,990,800.00			**-39,990,800.00**
41941	COMM	3130ARHG9	FEDERAL HOME	Redemption	02/28/2024	FHLB NOTES		25,000,000.00		**25,000,000.00**
41941	COMM	3130ARHG9	FEDERAL HOME	Interest	02/28/2024	FHLB NOTES			265,625.00	**265,625.00**
42965	COMM	3130AV7L0	FEDERAL HOME	Interest	02/28/2024	FHLB NOTES			1,000,000.00	**1,000,000.00**
43921	COMM	16536HC17	CHES DISC NOTE	Purchase	02/29/2024	CHESHAM FINANCE	74,988,895.50			**-74,988,895.50**
43922	COMM	313384TT6	FHLB DISC NOTE	Purchase	02/29/2024	FHLB NOTES	249,964,236.10			**-249,964,236.10**
43920	COMM	5148X0C11	LANDES DISC NOTE	Purchase	02/29/2024	LANDES	124,981,562.50			**-124,981,562.50**
43916	COMM	5148X0BV6	LANDES DISC NOTE	Redemption	02/29/2024	LANDES		125,000,000.00		**125,000,000.00**
43917	COMM	16536HBV2	CHES DISC NOTE	Redemption	02/29/2024	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
41011	COMM	91282CAJ0	UNITED STATES	Interest	02/29/2024	U.S. TREASURY			37,500.00	**37,500.00**
41067	COMM	91282CAJ0	UNITED STATES	Interest	02/29/2024	U.S. TREASURY			37,500.00	**37,500.00**
41517	COMM	91282CAJ0	UNITED STATES	Interest	02/29/2024	U.S. TREASURY			37,500.00	**37,500.00**
41656	COMM	912828YD6	UNITED STATES	Interest	02/29/2024	U.S. TREASURY			275,000.00	**275,000.00**
43924	COMM	16536HC41	CHES DISC NOTE	Purchase	03/01/2024	CHESHAM FINANCE	74,966,687.50			**-74,966,687.50**
43926	COMM	313384TW9	FHLB DISC NOTE	Purchase	03/01/2024	FHLB NOTES	249,890,625.00			**-249,890,625.00**
43923	COMM	5148X0C45	LANDES DISC NOTE	Purchase	03/01/2024	LANDES	124,944,687.50			**-124,944,687.50**
43925	COMM	63873JC40	NATXNY DISC NOTE	Purchase	03/01/2024	NATIXIS NY	49,977,916.67			**-49,977,916.67**
43920	COMM	5148X0C11	LANDES DISC NOTE	Redemption	03/01/2024	LANDES		125,000,000.00		**125,000,000.00**
43921	COMM	16536HC17	CHES DISC NOTE	Redemption	03/01/2024	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43922	COMM	313384TT6	FHLB DISC NOTE	Redemption	03/01/2024	FHLB NOTES		250,000,000.00		**250,000,000.00**
41869	COMM	3133ENQD5	FEDERAL FARM CR	Interest	03/01/2024	FFCB NOTES			75,950.00	**75,950.00**
41870	COMM	3133ENQD5	FEDERAL FARM CR	Interest	03/01/2024	FFCB NOTES			108,500.00	**108,500.00**
41871	COMM	3133ENQD5	FEDERAL FARM CR	Interest	03/01/2024	FFCB NOTES			108,500.00	**108,500.00**
43848	COMM	48207KBA2	JUPITE 5.63% MAT	Interest	03/01/2024	Jupiter Securitizati			234,513.90	**234,513.90**
43929	COMM	16536HC58	CHES DISC NOTE	Purchase	03/04/2024	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
43927	COMM	3130B0AD1	FEDERAL HOME	Purchase	03/04/2024	FHLB NOTES	35,000,000.00			**-35,000,000.00**
43931	COMM	313384TX7	FHLB DISC NOTE	Purchase	03/04/2024	FHLB NOTES	249,963,541.65			**-249,963,541.65**
43928	COMM	5148X0C52	LANDES DISC NOTE	Purchase	03/04/2024	LANDES	124,981,562.50			**-124,981,562.50**
43930	COMM	63873JC57	NATXNY DISC NOTE	Purchase	03/04/2024	NATIXIS NY	49,992,638.89			**-49,992,638.89**

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43769	COMM	4820P2C45	JUPITE DISC NOTE	Redemption	03/04/2024	Jupiter Securitizati		80,000,000.00		**80,000,000.00**
43923	COMM	5148X0C45	LANDES DISC NOTE	Redemption	03/04/2024	LANDES		125,000,000.00		**125,000,000.00**
43924	COMM	16536HC41	CHES DISC NOTE	Redemption	03/04/2024	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43925	COMM	63873JC40	NATXNY DISC NOTE	Redemption	03/04/2024	NATIXIS NY		50,000,000.00		**50,000,000.00**
43926	COMM	313384TW9	FHLB DISC NOTE	Redemption	03/04/2024	FHLB NOTES		250,000,000.00		**250,000,000.00**
40568	COMM	3133EL5S9	FEDERAL FARM CR	Interest	03/04/2024	FFCB NOTES			48,000.00	**48,000.00**
41278	COMM	3130ALEY6	FEDERAL HOME	Interest	03/04/2024	FHLB NOTES			98,920.00	**98,920.00**
43128	COMM	14913R2K2	CAT 0.9% MAT	Interest	03/04/2024	CATERPILLAR			135,000.00	**135,000.00**
37590	COMM	SYS37590	JPM TE 0.44%	Interest	03/04/2024	JP MORGAN US			393.58	**393.58**
37590	COMM	SYS37590	JPM TE 0.44%	Purchase	03/04/2024	JP MORGAN US	393.58			**-393.58**
40461	COMM	SYS40461	DGCXX 0.%	Interest	03/04/2024	DREYFUS			3,604.15	**3,604.15**
40461	COMM	SYS40461	DGCXX 0.%	Purchase	03/04/2024	DREYFUS	3,604.15			**-3,604.15**
42588	COMM	SYS42588	OPGXX	Interest	03/04/2024	STATE STREET US			1,234,919.89	**1,234,919.89**
42588	COMM	SYS42588	OPGXX	Purchase	03/04/2024	STATE STREET US	1,234,919.89			**-1,234,919.89**
43934	COMM	16536HC66	CHES DISC NOTE	Purchase	03/05/2024	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
43932	COMM	313384TY5	FHLB DISC NOTE	Purchase	03/05/2024	FHLB NOTES	249,963,472.20			**-249,963,472.20**
43933	COMM	5148X0C60	LANDES DISC NOTE	Purchase	03/05/2024	LANDES	124,981,562.50			**-124,981,562.50**
43935	COMM	63873JC65	NATXNY DISC NOTE	Purchase	03/05/2024	NATIXIS NY	49,992,638.89			**-49,992,638.89**
43928	COMM	5148X0C52	LANDES DISC NOTE	Redemption	03/05/2024	LANDES		125,000,000.00		**125,000,000.00**
43929	COMM	16536HC58	CHES DISC NOTE	Redemption	03/05/2024	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43930	COMM	63873JC57	NATXNY DISC NOTE	Redemption	03/05/2024	NATIXIS NY		50,000,000.00		**50,000,000.00**
43931	COMM	313384TX7	FHLB DISC NOTE	Redemption	03/05/2024	FHLB NOTES		250,000,000.00		**250,000,000.00**
43655	COMM	3130AXYN2	FHLBVR 5.53% MAT	Interest	03/05/2024	FHLB VARIABLE			628,012.49	**628,012.49**
43937	COMM	16536HC74	CHES DISC NOTE	Purchase	03/06/2024	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
43939	COMM	313384TZ2	FHLB DISC NOTE	Purchase	03/06/2024	FHLB NOTES	249,963,472.20			**-249,963,472.20**
43936	COMM	5148X0C78	LANDES DISC NOTE	Purchase	03/06/2024	LANDES	124,981,562.50			**-124,981,562.50**
43938	COMM	63873JC73	NATXNY DISC NOTE	Purchase	03/06/2024	NATIXIS NY	49,992,638.89			**-49,992,638.89**
43932	COMM	313384TY5	FHLB DISC NOTE	Redemption	03/06/2024	FHLB NOTES		250,000,000.00		**250,000,000.00**
43933	COMM	5148X0C60	LANDES DISC NOTE	Redemption	03/06/2024	LANDES		125,000,000.00		**125,000,000.00**
43934	COMM	16536HC66	CHES DISC NOTE	Redemption	03/06/2024	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43935	COMM	63873JC65	NATXNY DISC NOTE	Redemption	03/06/2024	NATIXIS NY		50,000,000.00		**50,000,000.00**
40505	COMM	30231GAF9	EXXON MOBIL	Interest	03/06/2024	EXXON MOBIL			67,725.00	**67,725.00**
43941	COMM	16536HC82	CHES DISC NOTE	Purchase	03/07/2024	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
43943	COMM	313384UA5	FHLB DISC NOTE	Purchase	03/07/2024	FHLB NOTES	249,963,472.20			**-249,963,472.20**
43940	COMM	5148X0C86	LANDES DISC NOTE	Purchase	03/07/2024	LANDES	124,981,562.50			**-124,981,562.50**
43942	COMM	63873JC81	NATXNY DISC NOTE	Purchase	03/07/2024	NATIXIS NY	49,992,638.89			**-49,992,638.89**
43936	COMM	5148X0C78	LANDES DISC NOTE	Redemption	03/07/2024	LANDES		125,000,000.00		**125,000,000.00**
43937	COMM	16536HC74	CHES DISC NOTE	Redemption	03/07/2024	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43938	COMM	63873JC73	NATXNY DISC NOTE	Redemption	03/07/2024	NATIXIS NY		50,000,000.00		**50,000,000.00**
43939	COMM	313384TZ2	FHLB DISC NOTE	Redemption	03/07/2024	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
43656	COMM	31424WCU4	FAMCA 5.63% MAT	Interest	03/07/2024	FARMER MAC			639,212.50	**639,212.50**
43945	COMM	16536HCB5	CHES DISC NOTE	Purchase	03/08/2024	CHESHAM FINANCE	74,966,687.50			**-74,966,687.50**
43947	COMM	313384UD9	FHLB DISC NOTE	Purchase	03/08/2024	FHLB NOTES	249,890,208.35			**-249,890,208.35**
43944	COMM	5148X0CB9	LANDES DISC NOTE	Purchase	03/08/2024	LANDES	124,944,687.50			**-124,944,687.50**
43946	COMM	63873JCB4	NATXNY DISC NOTE	Purchase	03/08/2024	NATIXIS NY	49,977,916.67			**-49,977,916.67**
39362	COMM	3130AB3H7	FEDERAL HOME	Redemption	03/08/2024	FHLB NOTES		14,250,000.00		**14,250,000.00**
42563	COMM	3130A0XE5	FEDERAL HOME	Redemption	03/08/2024	FHLB NOTES		18,000,000.00		**18,000,000.00**
43425	COMM	60710THL8	MIZUHO BK LTD	Redemption	03/08/2024	MIZUHO BANK		65,000,000.00		**65,000,000.00**
43940	COMM	5148X0C86	LANDES DISC NOTE	Redemption	03/08/2024	LANDES		125,000,000.00		**125,000,000.00**
43941	COMM	16536HC82	CHES DISC NOTE	Redemption	03/08/2024	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43942	COMM	63873JC81	NATXNY DISC NOTE	Redemption	03/08/2024	NATIXIS NY		50,000,000.00		**50,000,000.00**
43943	COMM	313384UA5	FHLB DISC NOTE	Redemption	03/08/2024	FHLB NOTES		250,000,000.00		**250,000,000.00**
39362	COMM	3130AB3H7	FEDERAL HOME	Interest	03/08/2024	FHLB NOTES			169,218.75	**169,218.75**
42563	COMM	3130A0XE5	FEDERAL HOME	Interest	03/08/2024	FHLB NOTES			292,500.00	**292,500.00**
43425	COMM	60710THL8	MIZUHO BK LTD	Interest	03/08/2024	MIZUHO BANK			1,910,277.79	**1,910,277.79**
43661	COMM	21684LH96	RABO 5.69% MAT	Interest	03/08/2024	RABOBANK			342,416.93	**342,416.93**
43949	COMM	16536HCC3	CHES DISC NOTE	Purchase	03/11/2024	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
43951	COMM	313384UE7	FHLB DISC NOTE	Purchase	03/11/2024	FHLB NOTES	249,963,333.35			**-249,963,333.35**
43948	COMM	5148X0CC7	LANDES DISC NOTE	Purchase	03/11/2024	LANDES	124,981,562.50			**-124,981,562.50**
43950	COMM	63873JCC2	NATXNY DISC NOTE	Purchase	03/11/2024	NATIXIS NY	49,992,638.89			**-49,992,638.89**
40135	COMM	3133ELCS1	FEDERAL FARM CR	Redemption	03/11/2024	FFCB NOTES		14,450,000.00		**14,450,000.00**
43944	COMM	5148X0CB9	LANDES DISC NOTE	Redemption	03/11/2024	LANDES		125,000,000.00		**125,000,000.00**
43945	COMM	16536HCB5	CHES DISC NOTE	Redemption	03/11/2024	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43946	COMM	63873JCB4	NATXNY DISC NOTE	Redemption	03/11/2024	NATIXIS NY		50,000,000.00		**50,000,000.00**
43947	COMM	313384UD9	FHLB DISC NOTE	Redemption	03/11/2024	FHLB NOTES		250,000,000.00		**250,000,000.00**
40135	COMM	3133ELCS1	FEDERAL FARM CR	Interest	03/11/2024	FFCB NOTES			111,987.50	**111,987.50**
40581	COMM	3133EL6E9	FEDERAL FARM CR	Interest	03/11/2024	FFCB NOTES			31,500.00	**31,500.00**
41408	COMM	3133EM4X7	FEDERAL FARM CR	Interest	03/11/2024	FFCB NOTES			51,184.00	**51,184.00**
42542	COMM	931142EW9	WALMART INC, SR	Interest	03/11/2024	WALMART			390,000.00	**390,000.00**
42578	COMM	931142EX7	WALMART INC, SR	Interest	03/11/2024	WALMART			197,500.00	**197,500.00**
43081	COMM	3133EPCW3	FEDERAL FARM CR	Interest	03/11/2024	FFCB NOTES			589,950.00	**589,950.00**
41209	COMM	14687TAC1	CRVNA 0.49% MAT	Interest	03/11/2024	CARVANA AUTO			1,304.12	**1,304.12**
41209	COMM	14687TAC1	CRVNA 0.49% MAT	Redemption	03/11/2024	CARVANA AUTO		633,707.88		**633,707.88**
43956	COMM	16536HCD1	CHES DISC NOTE	Purchase	03/12/2024	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
43958	COMM	313384UF4	FHLB DISC NOTE	Purchase	03/12/2024	FHLB NOTES	249,963,333.35			**-249,963,333.35**
43955	COMM	5148X0CD5	LANDES DISC NOTE	Purchase	03/12/2024	LANDES	124,981,562.50			**-124,981,562.50**
43957	COMM	63873JCD0	NATXNY DISC NOTE	Purchase	03/12/2024	NATIXIS NY	49,992,638.89			**-49,992,638.89**
43948	COMM	5148X0CC7	LANDES DISC NOTE	Redemption	03/12/2024	LANDES		125,000,000.00		**125,000,000.00**
43949	COMM	16536HCC3	CHES DISC NOTE	Redemption	03/12/2024	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43950	COMM	63873JCC2	NATXNY DISC NOTE	Redemption	03/12/2024	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
43951	COMM	313384UE7	FHLB DISC NOTE	Redemption	03/12/2024	FHLB NOTES		250,000,000.00		**250,000,000.00**
41509	COMM	3130A8ZQ9	FEDERAL HOME	Interest	03/12/2024	FHLB NOTES			175,000.00	**175,000.00**
43960	COMM	16536HCE9	CHES DISC NOTE	Purchase	03/13/2024	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
43962	COMM	313384UG2	FHLB DISC NOTE	Purchase	03/13/2024	FHLB NOTES	249,963,402.80			**-249,963,402.80**
43959	COMM	5148X0CE3	LANDES DISC NOTE	Purchase	03/13/2024	LANDES	124,981,562.50			**-124,981,562.50**
43961	COMM	63873JCE8	NATXNY DISC NOTE	Purchase	03/13/2024	NATIXIS NY	49,992,638.89			**-49,992,638.89**
43955	COMM	5148X0CD5	LANDES DISC NOTE	Redemption	03/13/2024	LANDES		125,000,000.00		**125,000,000.00**
43956	COMM	16536HCD1	CHES DISC NOTE	Redemption	03/13/2024	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43957	COMM	63873JCD0	NATXNY DISC NOTE	Redemption	03/13/2024	NATIXIS NY		50,000,000.00		**50,000,000.00**
43958	COMM	313384UF4	FHLB DISC NOTE	Redemption	03/13/2024	FHLB NOTES		250,000,000.00		**250,000,000.00**
39852	COMM	3130A2UW4	FEDERAL HOME	Interest	03/13/2024	FHLB NOTES			143,750.00	**143,750.00**
39985	COMM	3130A2UW4	FEDERAL HOME	Interest	03/13/2024	FHLB NOTES			431,250.00	**431,250.00**
40501	COMM	3130A2UW4	FEDERAL HOME	Interest	03/13/2024	FHLB NOTES			71,875.00	**71,875.00**
42503	COMM	3130AFBC0	FEDERAL HOME	Interest	03/13/2024	FHLB NOTES			325,000.00	**325,000.00**
42784	COMM	3130ATVD6	FEDERAL HOME	Interest	03/13/2024	FHLB NOTES			243,750.00	**243,750.00**
43965	COMM	16536HCF6	CHES DISC NOTE	Purchase	03/14/2024	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
43967	COMM	313384UH0	FHLB DISC NOTE	Purchase	03/14/2024	FHLB NOTES	249,963,611.10			**-249,963,611.10**
43963	COMM	19121AHS3	KOPP DISC NOTE	Purchase	03/14/2024	COCA-COLA CO	48,808,333.33			**-48,808,333.33**
43964	COMM	5148X0CF0	LANDES DISC NOTE	Purchase	03/14/2024	LANDES	124,981,562.50			**-124,981,562.50**
43966	COMM	63873JCF5	NATXNY DISC NOTE	Purchase	03/14/2024	NATIXIS NY	49,992,638.89			**-49,992,638.89**
43959	COMM	5148X0CE3	LANDES DISC NOTE	Redemption	03/14/2024	LANDES		125,000,000.00		**125,000,000.00**
43960	COMM	16536HCE9	CHES DISC NOTE	Redemption	03/14/2024	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43961	COMM	63873JCE8	NATXNY DISC NOTE	Redemption	03/14/2024	NATIXIS NY		50,000,000.00		**50,000,000.00**
43962	COMM	313384UG2	FHLB DISC NOTE	Redemption	03/14/2024	FHLB NOTES		250,000,000.00		**250,000,000.00**
41365	COMM	3130ANVR8	FEDERAL HOME	Interest	03/14/2024	FHLB NOTES			120,000.00	**120,000.00**
43969	COMM	16536HCJ8	CHES DISC NOTE	Purchase	03/15/2024	CHESHAM FINANCE	74,966,687.50			**-74,966,687.50**
43971	COMM	313384UL1	FHLB DISC NOTE	Purchase	03/15/2024	FHLB NOTES	249,890,000.00			**-249,890,000.00**
43968	COMM	5148X0CJ2	LANDES DISC NOTE	Purchase	03/15/2024	LANDES	124,944,687.50			**-124,944,687.50**
43970	COMM	63873JCJ7	NATXNY DISC NOTE	Purchase	03/15/2024	NATIXIS NY	49,977,916.67			**-49,977,916.67**
39998	COMM	30231GAC6	EXXON MOBIL	Redemption	03/15/2024	EXXON MOBIL		5,000,000.00		**5,000,000.00**
40847	COMM	3135GA7F2	FEDERAL NATL MTG	Redemption	03/15/2024	FNMA NOTES		39,800,000.00		**39,800,000.00**
43964	COMM	5148X0CF0	LANDES DISC NOTE	Redemption	03/15/2024	LANDES		125,000,000.00		**125,000,000.00**
43965	COMM	16536HCF6	CHES DISC NOTE	Redemption	03/15/2024	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43966	COMM	63873JCF5	NATXNY DISC NOTE	Redemption	03/15/2024	NATIXIS NY		50,000,000.00		**50,000,000.00**
43967	COMM	313384UH0	FHLB DISC NOTE	Redemption	03/15/2024	FHLB NOTES		250,000,000.00		**250,000,000.00**
39998	COMM	30231GAC6	EXXON MOBIL	Interest	03/15/2024	EXXON MOBIL			79,400.00	**79,400.00**
40847	COMM	3135GA7F2	FEDERAL NATL MTG	Interest	03/15/2024	FNMA NOTES			34,825.00	**34,825.00**
41908	COMM	084664CZ2	BRK 2.3% MAT	Interest	03/15/2024	BERKSHIRE			460,000.00	**460,000.00**
40930	COMM	89240BAC2	TOYOTA AUTO	Interest	03/15/2024	TOYOTA AUTO REC			344.69	**344.69**
40930	COMM	89240BAC2	TOYOTA AUTO	Redemption	03/15/2024	TOYOTA AUTO REC		498,279.93		**498,279.93**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
40937	COMM	98164EAC9	WOART 0.3% MAT	Interest	03/15/2024	WORLD OMNI AUTO			804.62	**804.62**
40937	COMM	98164EAC9	WOART 0.3% MAT	Redemption	03/15/2024	WORLD OMNI AUTO		441,028.59		**441,028.59**
40958	COMM	34532NAC9	FORDO 0.3% MAT	Interest	03/15/2024	FORD CREDIT AUTO			801.70	**801.70**
40958	COMM	34532NAC9	FORDO 0.3% MAT	Redemption	03/15/2024	FORD CREDIT AUTO		675,518.02		**675,518.02**
40991	COMM	47788UAC6	JDOT 0.36% MAT	Interest	03/15/2024	JOHN DEERE			481.41	**481.41**
40991	COMM	47788UAC6	JDOT 0.36% MAT	Redemption	03/15/2024	JOHN DEERE		202,701.43		**202,701.43**
41111	COMM	44933LAC7	HART 0.38% MAT	Interest	03/15/2024	HYUNDAI AUTO			602.24	**602.24**
41111	COMM	44933LAC7	HART 0.38% MAT	Redemption	03/15/2024	HYUNDAI AUTO		403,815.65		**403,815.65**
41182	COMM	89190GAC1	TAOT 0.26% MAT	Interest	03/15/2024	TOYOTA AUTO REC			2,090.25	**2,090.25**
41182	COMM	89190GAC1	TAOT 0.26% MAT	Redemption	03/15/2024	TOYOTA AUTO REC		1,194,407.67		**1,194,407.67**
41206	COMM	65480BAC1	NAROT 0.33% MAT	Interest	03/15/2024	NISSAN AUTO			3,980.36	**3,980.36**
41206	COMM	65480BAC1	NAROT 0.33% MAT	Redemption	03/15/2024	NISSAN AUTO		1,632,697.52		**1,632,697.52**
41240	COMM	47789QAC4	JDOT 0.52% MAT	Interest	03/15/2024	JOHN DEERE			1,707.99	**1,707.99**
41240	COMM	47789QAC4	JDOT 0.52% MAT	Redemption	03/15/2024	JOHN DEERE		357,879.22		**357,879.22**
41242	COMM	14041NFW6	COMET 0.55% MAT	Interest	03/15/2024	CAPITAL ONE MULTI			10,770.83	**10,770.83**
41242	COMM	14041NFW6	COMET 0.55% MAT	Redemption	03/15/2024	CAPITAL ONE MULTI		921,839.56		**921,839.56**
41389	COMM	58772WAC7	MBART 0.46% MAT	Interest	03/15/2024	MERCEDES -BENZ			3,657.86	**3,657.86**
41389	COMM	58772WAC7	MBART 0.46% MAT	Redemption	03/15/2024	MERCEDES -BENZ		850,765.50		**850,765.50**
41402	COMM	254683CP8	DCENT 0.58% MAT	Interest	03/15/2024	DISCOVER CARD			9,666.66	**9,666.66**
41402	COMM	254683CP8	DCENT 0.58% MAT	Redemption	03/15/2024	DISCOVER CARD		739,903.65		**739,903.65**
41476	COMM	14044CAC6	COPAR 0.77% MAT	Interest	03/15/2024	CAPITAL ONE			5,680.77	**5,680.77**
41476	COMM	14044CAC6	COPAR 0.77% MAT	Redemption	03/15/2024	CAPITAL ONE		637,439.64		**637,439.64**
41521	COMM	89238JAC9	TAOT 0.71% MAT	Interest	03/15/2024	TOYOTA AUTO REC			4,133.15	**4,133.15**
41521	COMM	89238JAC9	TAOT 0.71% MAT	Redemption	03/15/2024	TOYOTA AUTO REC		558,613.75		**558,613.75**
41529	COMM	02582JJR2	AMXCA 0.9% MAT	Interest	03/15/2024	AMERICAN			24,375.00	**24,375.00**
41529	COMM	02582JJR2	AMXCA 0.9% MAT	Redemption	03/15/2024	AMERICAN		1,095,115.50		**1,095,115.50**
41612	COMM	14041NFY2	CAPITAL ONE MULTI	Interest	03/15/2024	CAPITAL ONE MULTI			31,200.01	**31,200.01**
41612	COMM	14041NFY2	CAPITAL ONE MULTI	Redemption	03/15/2024	CAPITAL ONE MULTI		1,211,064.26		**1,211,064.26**
41766	COMM	44891WAC3	HALST 1.16% MAT	Interest	03/15/2024	HYUNDAI AUTO			2,662.28	**2,662.28**
41766	COMM	44891WAC3	HALST 1.16% MAT	Redemption	03/15/2024	HYUNDAI AUTO		1,406,963.36		**1,406,963.36**
41776	COMM	345286AC2	FORDO 1.29% MAT	Interest	03/15/2024	FORD CREDIT AUTO			8,338.43	**8,338.43**
41776	COMM	345286AC2	FORDO 1.29% MAT	Redemption	03/15/2024	FORD CREDIT AUTO		590,905.63		**590,905.63**
41797	COMM	89239KAC5	TAOT 1.23% MAT	Interest	03/15/2024	TOYOTA AUTO REC			9,521.41	**9,521.41**
41797	COMM	89239KAC5	TAOT 1.23% MAT	Redemption	03/15/2024	TOYOTA AUTO REC		683,650.66		**683,650.66**
41855	COMM	43815BAC4	HAROT 1.88% MAT	Interest	03/15/2024	HONDA AUTO			30,759.07	**30,759.07**
41855	COMM	43815BAC4	HAROT 1.88% MAT	Redemption	03/15/2024	HONDA AUTO		1,381,349.92		**1,381,349.92**
41856	COMM	65479QAC1	NAROT 1.86% MAT	Interest	03/15/2024	NISSAN AUTO			22,502.32	**22,502.32**
41856	COMM	65479QAC1	NAROT 1.86% MAT	Redemption	03/15/2024	NISSAN AUTO		914,373.68		**914,373.68**
41910	COMM	47787JAC2	JDOT 2.32% MAT	Interest	03/15/2024	JOHN DEERE			14,129.67	**14,129.67**
41910	COMM	47787JAC2	JDOT 2.32% MAT	Redemption	03/15/2024	JOHN DEERE		364,955.28		**364,955.28**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
41919	COMM	02589BAA8	AMXCA 2.21% MAT	Interest	03/15/2024	AMERICAN			35,912.51	**35,912.51**
41919	COMM	02589BAA8	AMXCA 2.21% MAT	Redemption	03/15/2024	AMERICAN		587,414.68		**587,414.68**
41952	COMM	14041NFZ9	COMET 2.8% MAT	Interest	03/15/2024	CAPITAL ONE MULTI			44,333.33	**44,333.33**
41952	COMM	14041NFZ9	COMET 2.8% MAT	Redemption	03/15/2024	CAPITAL ONE MULTI		564,709.27		**564,709.27**
42020	COMM	98163NAC0	WOLS 3.21% MAT	Interest	03/15/2024	WORLD OMNI			4,606.74	**4,606.74**
42020	COMM	98163NAC0	WOLS 3.21% MAT	Redemption	03/15/2024	WORLD OMNI		426,184.12		**426,184.12**
42040	COMM	41284YAD8	HDMOT 3.06% MAT	Interest	03/15/2024	HARLEY-DAVIDSON			48,889.88	**48,889.88**
42040	COMM	41284YAD8	HDMOT 3.06% MAT	Redemption	03/15/2024	HARLEY-DAVIDSON		1,284,172.88		**1,284,172.88**
42066	COMM	34528LAD7	FORDL 3.23% MAT	Interest	03/15/2024	FORD CREDIT AUTO			25,413.06	**25,413.06**
42066	COMM	34528LAD7	FORDL 3.23% MAT	Redemption	03/15/2024	FORD CREDIT AUTO		3,769,093.05		**3,769,093.05**
42084	COMM	14317HAC5	CARMX 3.49% MAT	Interest	03/15/2024	CARMAX AUTO			46,084.10	**46,084.10**
42084	COMM	14317HAC5	CARMX 3.49% MAT	Redemption	03/15/2024	CARMAX AUTO		887,535.07		**887,535.07**
42116	COMM	14043QAC6	COPAR 3.17% MAT	Interest	03/15/2024	CAPITAL ONE			39,625.01	**39,625.01**
42116	COMM	14043QAC6	COPAR 3.17% MAT	Redemption	03/15/2024	CAPITAL ONE		78,039.59		**78,039.59**
42182	COMM	02008JAC0	ALLYA 3.31% MAT	Interest	03/15/2024	ALLY AUTO			68,417.29	**68,417.29**
42182	COMM	02008JAC0	ALLYA 3.31% MAT	Redemption	03/15/2024	ALLY AUTO		1,655,920.14		**1,655,920.14**
42184	COMM	44934LAD4	HALST 3.35% MAT	Interest	03/15/2024	HYUNDAI AUTO			69,624.28	**69,624.28**
42184	COMM	44934LAD4	HALST 3.35% MAT	Redemption	03/15/2024	HYUNDAI AUTO		4,175,945.44		**4,175,945.44**
42202	COMM	02582JJT8	AMXCA 3.39% MAT	Interest	03/15/2024	AMERICAN			98,875.00	**98,875.00**
42202	COMM	02582JJT8	AMXCA 3.39% MAT	Redemption	03/15/2024	AMERICAN		955,414.61		**955,414.61**
42879	COMM	58770AAC7	MBART 4.51% MAT	Interest	03/15/2024	MERCEDES -BENZ			49,797.91	**49,797.91**
42879	COMM	58770AAC7	MBART 4.51% MAT	Redemption	03/15/2024	MERCEDES -BENZ		301,443.02		**301,443.02**
42890	COMM	891940AC2	TAOT 4.63% MAT	Interest	03/15/2024	TOYOTA AUTO REC			81,024.99	**81,024.99**
42890	COMM	891940AC2	TAOT 4.63% MAT	Redemption	03/15/2024	TOYOTA AUTO REC		498,495.24		**498,495.24**
42944	COMM	14043KAH8	COPAR 4.87% MAT	Interest	03/15/2024	CAPITAL ONE			43,627.08	**43,627.08**
42944	COMM	14043KAH8	COPAR 4.87% MAT	Redemption	03/15/2024	CAPITAL ONE		226,389.88		**226,389.88**
42945	COMM	41285JAD0	HDMOT 5.05% MAT	Interest	03/15/2024	HARLEY-DAVIDSON			54,708.33	**54,708.33**
42945	COMM	41285JAD0	HDMOT 5.05% MAT	Redemption	03/15/2024	HARLEY-DAVIDSON		284,645.27		**284,645.27**
43065	COMM	448979AD6	HART 4.58% MAT	Interest	03/15/2024	HYUNDAI AUTO			38,166.67	**38,166.67**
43065	COMM	448979AD6	HART 4.58% MAT	Redemption	03/15/2024	HYUNDAI AUTO		263,078.01		**263,078.01**
43089	COMM	254683CW3	DCENT 3.56% MAT	Interest	03/15/2024	DISCOVER CARD			147,517.52	**147,517.52**
43089	COMM	254683CW3	DCENT 3.56% MAT	Redemption	03/15/2024	DISCOVER CARD		1,270,362.11		**1,270,362.11**
43117	COMM	12664QAB0	CNH 5.34% MAT	Interest	03/15/2024	CNH EQUIPMENT			68,760.05	**68,760.05**
43117	COMM	12664QAB0	CNH 5.34% MAT	Redemption	03/15/2024	CNH EQUIPMENT		1,813,220.62		**1,813,220.62**
43130	COMM	65480WAD3	NAROT 4.91% MAT	Interest	03/15/2024	NISSAN AUTO			126,841.68	**126,841.68**
43130	COMM	65480WAD3	NAROT 4.91% MAT	Redemption	03/15/2024	NISSAN AUTO		684,946.53		**684,946.53**
43201	COMM	58768RAC4	MBALT 4.74% MAT	Interest	03/15/2024	MERCEDES-BENZ			126,400.00	**126,400.00**
43201	COMM	58768RAC4	MBALT 4.74% MAT	Redemption	03/15/2024	MERCEDES-BENZ		906,703.03		**906,703.03**
43212	COMM	437927AC0	HAROT 4.93% MAT	Interest	03/15/2024	HONDA AUTO			73,949.99	**73,949.99**
43212	COMM	437927AC0	HAROT 4.93% MAT	Redemption	03/15/2024	HONDA AUTO		394,583.10		**394,583.10**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
43249	COMM	02582JJZ4	AMXCA 4.87% MAT	Interest	03/15/2024	AMERICAN			76,093.74	**76,093.74**
43249	COMM	02582JJZ4	AMXCA 4.87% MAT	Redemption	03/15/2024	AMERICAN		359,480.78		**359,480.78**
43276	COMM	254683CZ6	DCENT 4.93% MAT	Interest	03/15/2024	DISCOVER CARD			123,249.99	**123,249.99**
43276	COMM	254683CZ6	DCENT 4.93% MAT	Redemption	03/15/2024	DISCOVER CARD		563,185.38		**563,185.38**
43277	COMM	477920AC6	JDOT 5.18% MAT	Interest	03/15/2024	JOHN DEERE			60,433.34	**60,433.34**
43277	COMM	477920AC6	JDOT 5.18% MAT	Redemption	03/15/2024	JOHN DEERE		275,589.53		**275,589.53**
43456	COMM	34529NAB6	FORDL 5.9% MAT	Interest	03/15/2024	FORD CREDIT AUTO			73,750.01	**73,750.01**
43456	COMM	34529NAB6	FORDL 5.9% MAT	Redemption	03/15/2024	FORD CREDIT AUTO		604,850.39		**604,850.39**
43476	COMM	233868AC2	DTRT 5.9% MAT	Interest	03/15/2024	DAIMLET TRUCKS			132,750.01	**132,750.01**
43476	COMM	233868AC2	DTRT 5.9% MAT	Redemption	03/15/2024	DAIMLET TRUCKS		693,621.79		**693,621.79**
43477	COMM	41285YAB1	HDMOT 5.92% MAT	Interest	03/15/2024	HARLEY-DAVIDSON			83,866.66	**83,866.66**
43477	COMM	41285YAB1	HDMOT 5.92% MAT	Redemption	03/15/2024	HARLEY-DAVIDSON		529,107.41		**529,107.41**
43505	COMM	14044EAB4	COPAR 5.91% MAT	Interest	03/15/2024	CAPITAL ONE			192,075.00	**192,075.00**
43505	COMM	14044EAB4	COPAR 5.91% MAT	Redemption	03/15/2024	CAPITAL ONE		1,159,829.54		**1,159,829.54**
43542	COMM	58769FAB1	MBART 5.92% MAT	Interest	03/15/2024	MERCEDES -BENZ			93,733.33	**93,733.33**
43542	COMM	58769FAB1	MBART 5.92% MAT	Redemption	03/15/2024	MERCEDES -BENZ		530,092.29		**530,092.29**
43562	COMM	44918CAD4	HART 5.54% MAT	Interest	03/15/2024	HYUNDAI AUTO			36,933.34	**36,933.34**
43562	COMM	44918CAD4	HART 5.54% MAT	Redemption	03/15/2024	HYUNDAI AUTO		128,268.87		**128,268.87**
43811	COMM	39154TCH9	GREATA 5.32% MAT	Interest	03/15/2024	Great America Leasin			59,850.00	**59,850.00**
43811	COMM	39154TCH9	GREATA 5.32% MAT	Redemption	03/15/2024	Great America Leasin		411,543.81		**411,543.81**
43894	COMM	437918AC9	HAROT 5.21% MAT	Interest	03/15/2024	HONDA AUTO			90,306.66	**90,306.66**
43894	COMM	437918AC9	HAROT 5.21% MAT	Redemption	03/15/2024	HONDA AUTO		432,530.00		**432,530.00**
43973	COMM	16536HCK5	CHES DISC NOTE	Purchase	03/18/2024	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
43975	COMM	313384UM9	FHLB DISC NOTE	Purchase	03/18/2024	FHLB NOTES	249,963,333.35			**-249,963,333.35**
43972	COMM	5148X0CK9	LANDES DISC NOTE	Purchase	03/18/2024	LANDES	124,981,562.50			**-124,981,562.50**
43974	COMM	63873JCK4	NATXNY DISC NOTE	Purchase	03/18/2024	NATIXIS NY	49,992,638.89			**-49,992,638.89**
41015	COMM	3133EMTW2	FEDERAL FARM CR	Redemption	03/18/2024	FFCB NOTES		16,400,000.00		**16,400,000.00**
43968	COMM	5148X0CJ2	LANDES DISC NOTE	Redemption	03/18/2024	LANDES		125,000,000.00		**125,000,000.00**
43969	COMM	16536HCJ8	CHES DISC NOTE	Redemption	03/18/2024	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43970	COMM	63873JCJ7	NATXNY DISC NOTE	Redemption	03/18/2024	NATIXIS NY		50,000,000.00		**50,000,000.00**
43971	COMM	313384UL1	FHLB DISC NOTE	Redemption	03/18/2024	FHLB NOTES		250,000,000.00		**250,000,000.00**
40592	COMM	3136G43H4	FEDERAL NATL MTG	Interest	03/18/2024	FNMA NOTES			23,370.00	**23,370.00**
40684	COMM	45906M2B6	International Bank for	Interest	03/18/2024	INTL BANK RECON &			363,000.00	**363,000.00**
41015	COMM	3133EMTW2	FEDERAL FARM CR	Interest	03/18/2024	FFCB NOTES			24,600.00	**24,600.00**
41379	COMM	931142ER0	WALMART INC, NT	Interest	03/18/2024	WALMART			52,500.00	**52,500.00**
41914	COMM	3133ENRZ5	FEDERAL FARM CR	Interest	03/18/2024	FFCB NOTES			146,250.00	**146,250.00**
43675	COMM	3133EPN76	FFCB 5.58% MAT	Interest	03/18/2024	FFCB NOTES			635,687.50	**635,687.50**
43789	COMM	22532XWQ7	CRA 5.61% MAT	Interest	03/18/2024	CREDIT AGRICOLE			273,433.36	**273,433.36**
41321	COMM	43815EAC8	HAROT 0.41% MAT	Interest	03/18/2024	HONDA AUTO			2,594.52	**2,594.52**
41321	COMM	43815EAC8	HAROT 0.41% MAT	Redemption	03/18/2024	HONDA AUTO		815,334.71		**815,334.71**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
42009	COMM	362585AC5	GMCAR 3.1% MAT	Interest	03/18/2024	GM FINANCIAL			28,617.75	**28,617.75**
42009	COMM	362585AC5	GMCAR 3.1% MAT	Redemption	03/18/2024	GM FINANCIAL		610,235.39		**610,235.39**
43977	COMM	16536HCL3	CHES DISC NOTE	Purchase	03/19/2024	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
43979	COMM	313384UN7	FHLB DISC NOTE	Purchase	03/19/2024	FHLB NOTES	249,963,472.20			**-249,963,472.20**
43954	COMM	47800RAD5	JDOT 4.96% MAT	Purchase	03/19/2024	JOHN DEERE	8,199,540.80			**-8,199,540.80**
43976	COMM	5148X0CL7	LANDES DISC NOTE	Purchase	03/19/2024	LANDES	124,981,562.50			**-124,981,562.50**
43978	COMM	63873JCL2	NATXNY DISC NOTE	Purchase	03/19/2024	NATIXIS NY	49,992,638.89			**-49,992,638.89**
39367	COMM	459058GQ0	IBRD 2.5% MAT	Redemption	03/19/2024	INTL BANK RECON &		5,000,000.00		**5,000,000.00**
43269	COMM	46640PCK7	JPMSCC ZERO CPN	Redemption	03/19/2024	JP MORGAN		50,000,000.00		**50,000,000.00**
43972	COMM	5148X0CK9	LANDES DISC NOTE	Redemption	03/19/2024	LANDES		125,000,000.00		**125,000,000.00**
43973	COMM	16536HCK5	CHES DISC NOTE	Redemption	03/19/2024	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43974	COMM	63873JCK4	NATXNY DISC NOTE	Redemption	03/19/2024	NATIXIS NY		50,000,000.00		**50,000,000.00**
43975	COMM	313384UM9	FHLB DISC NOTE	Redemption	03/19/2024	FHLB NOTES		250,000,000.00		**250,000,000.00**
39367	COMM	459058GQ0	IBRD 2.5% MAT	Interest	03/19/2024	INTL BANK RECON &			62,500.00	**62,500.00**
40403	COMM	30231GBH4	XOM 2.992% MAT	Interest	03/19/2024	EXXON MOBIL			224,400.00	**224,400.00**
43981	COMM	16536HCM1	CHES DISC NOTE	Purchase	03/20/2024	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
43983	COMM	313384UP2	FHLB DISC NOTE	Purchase	03/20/2024	FHLB NOTES	249,963,541.65			**-249,963,541.65**
43980	COMM	5148X0CM5	LANDES DISC NOTE	Purchase	03/20/2024	LANDES	124,981,562.50			**-124,981,562.50**
43982	COMM	63873JCM0	NATXNY DISC NOTE	Purchase	03/20/2024	NATIXIS NY	49,992,638.89			**-49,992,638.89**
43976	COMM	5148X0CL7	LANDES DISC NOTE	Redemption	03/20/2024	LANDES		125,000,000.00		**125,000,000.00**
43977	COMM	16536HCL3	CHES DISC NOTE	Redemption	03/20/2024	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43978	COMM	63873JCL2	NATXNY DISC NOTE	Redemption	03/20/2024	NATIXIS NY		50,000,000.00		**50,000,000.00**
43979	COMM	313384UN7	FHLB DISC NOTE	Redemption	03/20/2024	FHLB NOTES		250,000,000.00		**250,000,000.00**
42999	COMM	3130AVAY8	FEDERAL HOME	Interest	03/20/2024	FHLB NOTES			687,500.00	**687,500.00**
41867	COMM	89238LAC4	TLOT 1.96% MAT	Interest	03/20/2024	TOYOTA LEASE			11,387.18	**11,387.18**
41867	COMM	89238LAC4	TLOT 1.96% MAT	Redemption	03/20/2024	TOYOTA LEASE		2,132,220.91		**2,132,220.91**
42119	COMM	23292GAC7	DLLST 3.4% MAT	Interest	03/20/2024	DLLST LLC			13,411.21	**13,411.21**
42119	COMM	23292GAC7	DLLST 3.4% MAT	Redemption	03/20/2024	DLLST LLC		1,008,990.52		**1,008,990.52**
42152	COMM	36266FAC3	GMALT 3.42% MAT	Interest	03/20/2024	GM FIN'CL AUTO			27,663.68	**27,663.68**
42152	COMM	36266FAC3	GMALT 3.42% MAT	Redemption	03/20/2024	GM FIN'CL AUTO		2,297,657.38		**2,297,657.38**
43090	COMM	89239MAC1	TLOT 4.93% MAT	Interest	03/20/2024	TOYOTA LEASE			90,383.33	**90,383.33**
43090	COMM	89239MAC1	TLOT 4.93% MAT	Redemption	03/20/2024	TOYOTA LEASE		842,612.57		**842,612.57**
43120	COMM	92348KBL6	VZMT 4.89% MAT	Interest	03/20/2024	VERIZON MASTER			163,000.00	**163,000.00**
43120	COMM	92348KBL6	VZMT 4.89% MAT	Redemption	03/20/2024	VERIZON MASTER		795,620.97		**795,620.97**
43248	COMM	92867WAB4	VALET 5.5% MAT	Interest	03/20/2024	VOLKSWAGEN			67,678.31	**67,678.31**
43248	COMM	92867WAB4	VALET 5.5% MAT	Redemption	03/20/2024	VOLKSWAGEN		999,023.43		**999,023.43**
43336	COMM	88167PAC2	TESLA 5.89% MAT	Interest	03/20/2024	TESLA AUTO LEASE			19,633.33	**19,633.33**
43336	COMM	88167PAC2	TESLA 5.89% MAT	Redemption	03/20/2024	TESLA AUTO LEASE		133,875.97		**133,875.97**
43457	COMM	92867UAB8	VWALT 5.87% MAT	Interest	03/20/2024	VOLKSWAGEN			158,856.89	**158,856.89**
43457	COMM	92867UAB8	VWALT 5.87% MAT	Redemption	03/20/2024	VOLKSWAGEN		1,248,312.66		**1,248,312.66**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
43771	COMM	92348KCL5	VZMT 5.% MAT	Interest	03/20/2024	VERIZON MASTER			72,916.67	**72,916.67**
43771	COMM	92348KCL5	VZMT 5.% MAT	Redemption	03/20/2024	VERIZON MASTER		273,104.58		**273,104.58**
43985	COMM	16536HCN9	CHES DISC NOTE	Purchase	03/21/2024	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
43987	COMM	313384UQ0	FHLB DISC NOTE	Purchase	03/21/2024	FHLB NOTES	249,963,541.65			**-249,963,541.65**
43984	COMM	5148X0CN3	LANDES DISC NOTE	Purchase	03/21/2024	LANDES	124,981,562.50			**-124,981,562.50**
43986	COMM	63873JCN8	NATXNY DISC NOTE	Purchase	03/21/2024	NATIXIS NY	49,992,638.89			**-49,992,638.89**
43980	COMM	5148X0CM5	LANDES DISC NOTE	Redemption	03/21/2024	LANDES		125,000,000.00		**125,000,000.00**
43981	COMM	16536HCM1	CHES DISC NOTE	Redemption	03/21/2024	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43982	COMM	63873JCM0	NATXNY DISC NOTE	Redemption	03/21/2024	NATIXIS NY		50,000,000.00		**50,000,000.00**
43983	COMM	313384UP2	FHLB DISC NOTE	Redemption	03/21/2024	FHLB NOTES		250,000,000.00		**250,000,000.00**
41926	COMM	57629WDG2	MASSMU 2.8% MAT	Interest	03/21/2024	MASSMUTUAL			280,000.00	**280,000.00**
42101	COMM	59217GEW5	MET LI 2.8% MAT	Interest	03/21/2024	MET LIFE GLOBAL			140,000.00	**140,000.00**
40965	COMM	43813GAC5	HAROT 0.27% MAT	Interest	03/21/2024	HONDA AUTO			259.19	**259.19**
40965	COMM	43813GAC5	HAROT 0.27% MAT	Redemption	03/21/2024	HONDA AUTO		385,260.18		**385,260.18**
41554	COMM	43815GAC3	HAROT 0.88% MAT	Interest	03/21/2024	HONDA AUTO			6,086.77	**6,086.77**
41554	COMM	43815GAC3	HAROT 0.88% MAT	Redemption	03/21/2024	HONDA AUTO		693,266.80		**693,266.80**
42950	COMM	43815JAC7	HAROT 5.04% MAT	Interest	03/21/2024	HONDA AUTO			54,600.00	**54,600.00**
42950	COMM	43815JAC7	HAROT 5.04% MAT	Redemption	03/21/2024	HONDA AUTO		343,998.10		**343,998.10**
43617	COMM	438123AB7	HAROT 5.87% MAT	Interest	03/21/2024	HONDA AUTO			141,858.34	**141,858.34**
43617	COMM	438123AB7	HAROT 5.87% MAT	Redemption	03/21/2024	HONDA AUTO		951,893.59		**951,893.59**
43989	COMM	16536HCR0	CHES DISC NOTE	Purchase	03/22/2024	CHESHAM FINANCE	74,966,687.50			**-74,966,687.50**
43991	COMM	313384UT4	FHLB DISC NOTE	Purchase	03/22/2024	FHLB NOTES	249,890,416.65			**-249,890,416.65**
43988	COMM	5148X0CR4	LANDES DISC NOTE	Purchase	03/22/2024	LANDES	124,944,687.50			**-124,944,687.50**
43990	COMM	63873JCR9	NATXNY DISC NOTE	Purchase	03/22/2024	NATIXIS NY	49,977,916.67			**-49,977,916.67**
43984	COMM	5148X0CN3	LANDES DISC NOTE	Redemption	03/22/2024	LANDES		125,000,000.00		**125,000,000.00**
43985	COMM	16536HCN9	CHES DISC NOTE	Redemption	03/22/2024	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43986	COMM	63873JCN8	NATXNY DISC NOTE	Redemption	03/22/2024	NATIXIS NY		50,000,000.00		**50,000,000.00**
43987	COMM	313384UQ0	FHLB DISC NOTE	Redemption	03/22/2024	FHLB NOTES		250,000,000.00		**250,000,000.00**
42568	COMM	3133ENN22	FEDERAL FARM CR	Interest	03/22/2024	FFCB NOTES			468,750.00	**468,750.00**
43993	COMM	16536HCS8	CHES DISC NOTE	Purchase	03/25/2024	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
43995	COMM	313384UU1	FHLB DISC NOTE	Purchase	03/25/2024	FHLB NOTES	249,963,472.20			**-249,963,472.20**
43992	COMM	5148X0CS2	LANDES DISC NOTE	Purchase	03/25/2024	LANDES	124,981,562.50			**-124,981,562.50**
43994	COMM	63873JCS7	NATXNY DISC NOTE	Purchase	03/25/2024	NATIXIS NY	49,992,638.89			**-49,992,638.89**
43988	COMM	5148X0CR4	LANDES DISC NOTE	Redemption	03/25/2024	LANDES		125,000,000.00		**125,000,000.00**
43989	COMM	16536HCR0	CHES DISC NOTE	Redemption	03/25/2024	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43990	COMM	63873JCR9	NATXNY DISC NOTE	Redemption	03/25/2024	NATIXIS NY		50,000,000.00		**50,000,000.00**
43991	COMM	313384UT4	FHLB DISC NOTE	Redemption	03/25/2024	FHLB NOTES		250,000,000.00		**250,000,000.00**
40612	COMM	3137EAEX3	FEDERAL HOME LN	Interest	03/25/2024	FHLMC NOTES			18,750.00	**18,750.00**
41954	COMM	3130ARFG1	FEDERAL HOME	Interest	03/25/2024	FHLB NOTES			240,000.00	**240,000.00**
39654	COMM	3137BP4J5	FNMAM 2.446% MAT	Interest	03/25/2024	FHLMC			16,306.24	**16,306.24**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
39654	COMM	3137BP4J5	FNMAM 2.446% MAT	Redemption	03/25/2024	FHLMC		329,121.28		**329,121.28**
40390	COMM	3137BHCY1	FHLMCM 2.811%	Interest	03/25/2024	FHLMC			20,037.48	**20,037.48**
40390	COMM	3137BHCY1	FHLMCM 2.811%	Redemption	03/25/2024	FHLMC		17,858.34		**17,858.34**
40511	COMM	3136AXVB8	FNMAM 2.646% MAT	Interest	03/25/2024	FNMA			18,502.53	**18,502.53**
40511	COMM	3136AXVB8	FNMAM 2.646% MAT	Redemption	03/25/2024	FNMA		1,075,647.98		**1,075,647.98**
40526	COMM	3137BSP64	FHLMCM 2.34% MAT	Interest	03/25/2024	FHLMC			17,617.42	**17,617.42**
40526	COMM	3137BSP64	FHLMCM 2.34% MAT	Redemption	03/25/2024	FHLMC		561,712.00		**561,712.00**
40539	COMM	3137BKGH7	FHLMCM 2.712%	Interest	03/25/2024	FHLMC			2,067.01	**2,067.01**
40539	COMM	3137BKGH7	FHLMCM 2.712%	Redemption	03/25/2024	FHLMC		142,173.14		**142,173.14**
40541	COMM	3138L7CU8	FNMAM 2.95% MAT	Interest	03/25/2024	FNMA			43,356.72	**43,356.72**
40541	COMM	3138L7CU8	FNMAM 2.95% MAT	Redemption	03/25/2024	FNMA		46,276.10		**46,276.10**
40630	COMM	3138LJWY2	FHLMCM 2.8% MAT	Interest	03/25/2024	FHLMC			28,018.26	**28,018.26**
40630	COMM	3138LJWY2	FHLMCM 2.8% MAT	Redemption	03/25/2024	FHLMC		27,466.61		**27,466.61**
40638	COMM	3137BYLE8	FHLMCM 2.7% MAT	Interest	03/25/2024	FHLMC			14,962.50	**14,962.50**
40638	COMM	3137BYLE8	FHLMCM 2.7% MAT	Redemption	03/25/2024	FHLMC		372,152.44		**372,152.44**
40743	COMM	3136AY6S7	FNMAM FRN MAT	Interest	03/25/2024	FNMA			24,488.80	**24,488.80**
40743	COMM	3136AY6S7	FNMAM FRN MAT	Redemption	03/25/2024	FNMA		4,328.75		**4,328.75**
40784	COMM	3137F72W4	FHLMCM 0.39025%	Interest	03/25/2024	FHLMC			8,903.55	**8,903.55**
40784	COMM	3137F72W4	FHLMCM 0.39025%	Redemption	03/25/2024	FHLMC		1,311.95		**1,311.95**
40812	COMM	3132XFFH6	FHLMCM 0.77% MAT	Interest	03/25/2024	FHLMC			27,912.50	**27,912.50**
40812	COMM	3132XFFH6	FHLMCM 0.77% MAT	Redemption	03/25/2024	FHLMC		2,474,287.43		**2,474,287.43**
40905	COMM	3138LEC33	FNMAM 2.38% MAT	Interest	03/25/2024	FNMA			18,296.56	**18,296.56**
40905	COMM	3138LEC33	FNMAM 2.38% MAT	Redemption	03/25/2024	FNMA		17,087.60		**17,087.60**
40976	COMM	3137FATE8	FHLMCM 2.982%	Interest	03/25/2024	FHLMC			74,550.00	**74,550.00**
40976	COMM	3137FATE8	FHLMCM 2.982%	Redemption	03/25/2024	FHLMC		4,739,070.04		**4,739,070.04**
40983	COMM	3137FF3W5	FHLMCM 0.602%	Interest	03/25/2024	FHLMC			1,617.65	**1,617.65**
40983	COMM	3137FF3W5	FHLMCM 0.602%	Redemption	03/25/2024	FHLMC		71,368.30		**71,368.30**
41131	COMM	3137BYLE8	FHLMCM 2.7% MAT	Interest	03/25/2024	FHLMC			11,250.00	**11,250.00**
41131	COMM	3137BYLE8	FHLMCM 2.7% MAT	Redemption	03/25/2024	FHLMC				**0.00**
41133	COMM	3137FYZG4	FHLMCM 0.861%	Interest	03/25/2024	FHLMC			4,926.43	**4,926.43**
41133	COMM	3137FYZG4	FHLMCM 0.861%	Redemption	03/25/2024	FHLMC		15,545.67		**15,545.67**
41164	COMM	3137FPJ55	FHLMCM 2.606%	Interest	03/25/2024	FHLMC			34,889.27	**34,889.27**
41164	COMM	3137FPJ55	FHLMCM 2.606%	Redemption	03/25/2024	FHLMC		23,307.19		**23,307.19**
41192	COMM	3137FBAB2	FHLMCM 3.038%	Interest	03/25/2024	FHLMC			18,019.63	**18,019.63**
41192	COMM	3137FBAB2	FHLMCM 3.038%	Redemption	03/25/2024	FHLMC		177,924.90		**177,924.90**
41222	COMM	3137H14A1	FHLMCM 0.854%	Interest	03/25/2024	FHLMC			12,125.52	**12,125.52**
41222	COMM	3137H14A1	FHLMCM 0.854%	Redemption	03/25/2024	FHLMC		218,303.60		**218,303.60**
41228	COMM	3136AUG21	FNMAM 2.49552%	Interest	03/25/2024	FNMA			36,800.10	**36,800.10**
41228	COMM	3136AUG21	FNMAM 2.49552%	Redemption	03/25/2024	FNMA		49,157.75		**49,157.75**
41319	COMM	3132XFD47	FHLMCM 2.1% MAT	Interest	03/25/2024	FHLMC			25,375.00	**25,375.00**

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41319	COMM	3132XFD47	FHLMCM 2.1% MAT	Redemption	03/25/2024	FHLMC		541,042.32		**541,042.32**
41491	COMM	3138LNKZ3	FNMAM 3.44% MAT	Interest	03/25/2024	FNMA			7,047.38	**7,047.38**
41491	COMM	3138LNKZ3	FNMAM 3.44% MAT	Redemption	03/25/2024	FNMA		4,374.51		**4,374.51**
41524	COMM	3133LJAN1	FHLM 1.5% MAT	Interest	03/25/2024	FHLMC SINGLE			13,346.46	**13,346.46**
41524	COMM	3133LJAN1	FHLM 1.5% MAT	Redemption	03/25/2024	FHLMC SINGLE		139,501.32		**139,501.32**
41525	COMM	3140QMQJ6	FNMAP 1.5% MAT	Interest	03/25/2024	FNMA SINGLE			12,296.51	**12,296.51**
41525	COMM	3140QMQJ6	FNMAP 1.5% MAT	Redemption	03/25/2024	FNMA SINGLE		127,363.05		**127,363.05**
41526	COMM	3140XDHF6	FNMAP 1.5% MAT	Interest	03/25/2024	FNMA SINGLE			22,168.75	**22,168.75**
41526	COMM	3140XDHF6	FNMAP 1.5% MAT	Redemption	03/25/2024	FNMA SINGLE		324,518.07		**324,518.07**
41675	COMM	3133LPUA3	FHLMC 1.5% MAT	Interest	03/25/2024	FHLMC SINGLE			19,774.74	**19,774.74**
41675	COMM	3133LPUA3	FHLMC 1.5% MAT	Redemption	03/25/2024	FHLMC SINGLE		245,261.94		**245,261.94**
41676	COMM	31418EAD2	FNMAP 1.5% MAT	Interest	03/25/2024	FNMA SINGLE			17,432.53	**17,432.53**
41676	COMM	31418EAD2	FNMAP 1.5% MAT	Redemption	03/25/2024	FNMA SINGLE		199,240.20		**199,240.20**
41765	COMM	05601XAC3	BMW VEHICLE	Interest	03/25/2024	BMW VEHICLE			953.14	**953.14**
41765	COMM	05601XAC3	BMW VEHICLE	Redemption	03/25/2024	BMW VEHICLE		1,039,792.15		**1,039,792.15**
41791	COMM	3137FQ3Y7	FHLMCM 2.19% MAT	Interest	03/25/2024	FHLMC			33,237.44	**33,237.44**
41791	COMM	3137FQ3Y7	FHLMCM 2.19% MAT	Redemption	03/25/2024	FHLMC		108,438.72		**108,438.72**
41803	COMM	3137BEVH4	FHLMC REMIC	Interest	03/25/2024	FHLMC			34,705.70	**34,705.70**
41803	COMM	3137BEVH4	FHLMC REMIC	Redemption	03/25/2024	FHLMC		1,718,085.43		**1,718,085.43**
41854	COMM	3138LDLP6	FNMAM 2.75% MAT	Interest	03/25/2024	FNMA			23,126.52	**23,126.52**
41854	COMM	3138LDLP6	FNMAM 2.75% MAT	Redemption	03/25/2024	FNMA		19,107.00		**19,107.00**
41892	COMM	3137H6LT0	FHLMCM 1.946%	Interest	03/25/2024	FHLMC			36,795.23	**36,795.23**
41892	COMM	3137H6LT0	FHLMCM 1.946%	Redemption	03/25/2024	FHLMC		76,507.52		**76,507.52**
42039	COMM	3138LCT54	FNMAM 3.1% MAT	Interest	03/25/2024	FNMA			87,402.78	**87,402.78**
42039	COMM	3138LCT54	FNMAM 3.1% MAT	Redemption	03/25/2024	FNMA		1,660,630.64		**1,660,630.64**
42046	COMM	3137H73W1	FHLMCM 2.75% MAT	Interest	03/25/2024	FHLMC			41,635.84	**41,635.84**
42046	COMM	3137H73W1	FHLMCM 2.75% MAT	Redemption	03/25/2024	FHLMC		41,083.02		**41,083.02**
42093	COMM	3137F1G44	FHLMCM 3.243%	Interest	03/25/2024	FHLMC			94,587.50	**94,587.50**
42093	COMM	3137F1G44	FHLMCM 3.243%	Redemption	03/25/2024	FHLMC		1,037,321.66		**1,037,321.66**
42099	COMM	3137BXQY1	FHLMCM 3.224%	Interest	03/25/2024	FHLMC			107,466.68	**107,466.68**
42099	COMM	3137BXQY1	FHLMCM 3.224%	Redemption	03/25/2024	FHLMC		1,210,809.24		**1,210,809.24**
42110	COMM	3137F2LJ3	FHLMCM 3.117%	Interest	03/25/2024	FHLMC			90,912.50	**90,912.50**
42110	COMM	3137F2LJ3	FHLMCM 3.117%	Redemption	03/25/2024	FHLMC		985,030.81		**985,030.81**
42111	COMM	3138LDYK3	FNMA 2.55% MAT	Interest	03/25/2024	FNMA NOTES			78,103.52	**78,103.52**
42111	COMM	3138LDYK3	FNMA 2.55% MAT	Redemption	03/25/2024	FNMA NOTES		93,852.45		**93,852.45**
42112	COMM	3138LFUJ5	FNMAM 2.47% MAT	Interest	03/25/2024	FNMA			39,794.44	**39,794.44**
42112	COMM	3138LFUJ5	FNMAM 2.47% MAT	Redemption	03/25/2024	FNMA		687,186.51		**687,186.51**
42120	COMM	3136AK2F9	FNMAM 3.39768%	Interest	03/25/2024	FNMA			105,229.31	**105,229.31**
42120	COMM	3136AK2F9	FNMAM 3.39768%	Redemption	03/25/2024	FNMA		78,539.64		**78,539.64**
42133	COMM	3138LD5W9	FNMAM 2.625% MAT	Interest	03/25/2024	FNMA			32,812.50	**32,812.50**

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42133	COMM	3138LD5W9	FNMAM 2.625% MAT	Redemption	03/25/2024	FNMA		580,411.44		**580,411.44**
42137	COMM	3138LD5W9	FNMAM 2.625% MAT	Interest	03/25/2024	FNMA			32,812.50	**32,812.50**
42137	COMM	3138LD5W9	FNMAM 2.625% MAT	Redemption	03/25/2024	FNMA				**0.00**
42150	COMM	3137F1G44	FHLMCM 3.243%	Interest	03/25/2024	FHLMC			54,050.00	**54,050.00**
42150	COMM	3137F1G44	FHLMCM 3.243%	Redemption	03/25/2024	FHLMC				**0.00**
42151	COMM	3138LEC82	FNMAM 2.57% MAT	Interest	03/25/2024	FNMA			41,405.56	**41,405.56**
42151	COMM	3138LEC82	FNMAM 2.57% MAT	Redemption	03/25/2024	FNMA		749,761.62		**749,761.62**
42183	COMM	05602RAD3	BMWOT 3.21% MAT	Interest	03/25/2024	BMW VEHICLE			31,908.41	**31,908.41**
42183	COMM	05602RAD3	BMWOT 3.21% MAT	Redemption	03/25/2024	BMW VEHICLE		808,804.61		**808,804.61**
42187	COMM	3137F4CY6	FHLMCM 2.92% MAT	Interest	03/25/2024	FHLMC			51,738.83	**51,738.83**
42187	COMM	3137F4CY6	FHLMCM 2.92% MAT	Redemption	03/25/2024	FHLMC		11,730.00		**11,730.00**
42188	COMM	3140HV6S8	FNMAM 2.19% MAT	Interest	03/25/2024	FNMA			52,925.00	**52,925.00**
42188	COMM	3140HV6S8	FNMAM 2.19% MAT	Redemption	03/25/2024	FNMA		996,752.48		**996,752.48**
42205	COMM	3137FMD25	FHLMCM 2.875%	Interest	03/25/2024	FHLMC			47,772.91	**47,772.91**
42205	COMM	3137FMD25	FHLMCM 2.875%	Redemption	03/25/2024	FHLMC		808,279.62		**808,279.62**
42234	COMM	3138LD5W9	FNMAM 2.625% MAT	Interest	03/25/2024	FNMA			17,500.00	**17,500.00**
42234	COMM	3138LD5W9	FNMAM 2.625% MAT	Redemption	03/25/2024	FNMA				**0.00**
42757	COMM	3137FBAJ5	FHLMCM 3.281%	Interest	03/25/2024	FHLMC			29,255.59	**29,255.59**
42757	COMM	3137FBAJ5	FHLMCM 3.281%	Redemption	03/25/2024	FHLMC		276,390.12		**276,390.12**
42758	COMM	3138L5FA3	FNMAM 3.765% MAT	Interest	03/25/2024	FNMA			26,878.52	**26,878.52**
42758	COMM	3138L5FA3	FNMAM 3.765% MAT	Redemption	03/25/2024	FNMA		17,109.31		**17,109.31**
42764	COMM	3137BYLD0	FHLMCM 3.288%	Interest	03/25/2024	FHLMC			54,800.00	**54,800.00**
42764	COMM	3137BYLD0	FHLMCM 3.288%	Redemption	03/25/2024	FHLMC		591,151.96		**591,151.96**
42786	COMM	3137F4X23	FHLMCM 3.6% MAT	Interest	03/25/2024	FHLMC			21,900.00	**21,900.00**
42786	COMM	3137F4X23	FHLMCM 3.6% MAT	Redemption	03/25/2024	FHLMC		572,332.36		**572,332.36**
42878	COMM	3138LCT54-A	FNMAM 3.1% MAT	Interest	03/25/2024	FNMA			24,972.22	**24,972.22**
42878	COMM	3138LCT54-A	FNMAM 3.1% MAT	Redemption	03/25/2024	FNMA		458,763.41		**458,763.41**
42910	COMM	3138LECC3	FNMA 2.42% MAT	Interest	03/25/2024	FNMA NOTES			77,977.78	**77,977.78**
42910	COMM	3138LECC3	FNMA 2.42% MAT	Redemption	03/25/2024	FNMA NOTES		1,455,689.68		**1,455,689.68**
42927	COMM	05593AAC3	BMWLT 5.16% MAT	Interest	03/25/2024	BMW VEHICLE			22,575.00	**22,575.00**
42927	COMM	05593AAC3	BMWLT 5.16% MAT	Redemption	03/25/2024	BMW VEHICLE		250,400.96		**250,400.96**
42931	COMM	3132CW3F9	FHLMC 2.% MAT	Interest	03/25/2024	FHLMC			45,028.88	**45,028.88**
42931	COMM	3132CW3F9	FHLMC 2.% MAT	Redemption	03/25/2024	FHLMC		774,210.55		**774,210.55**
42949	COMM	3132XGQ74	FHLMCM 3.7% MAT	Interest	03/25/2024	FHLMC			133,630.81	**133,630.81**
42949	COMM	3132XGQ74	FHLMCM 3.7% MAT	Redemption	03/25/2024	FHLMC		65,110.50		**65,110.50**
43042	COMM	3136AMMF3	FNMAM 3.01111%	Interest	03/25/2024	FNMA			47,070.80	**47,070.80**
43042	COMM	3136AMMF3	FNMAM 3.01111%	Redemption	03/25/2024	FNMA		37,774.00		**37,774.00**
43054	COMM	3137FEZT0	FHLMCM 3.725%	Interest	03/25/2024	FHLMC			86,889.19	**86,889.19**
43054	COMM	3137FEZT0	FHLMCM 3.725%	Redemption	03/25/2024	FHLMC		614,486.73		**614,486.73**
43080	COMM	3132XFLM8	FHLMCM 4.3% MAT	Interest	03/25/2024	FHLMC			107,934.78	**107,934.78**

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43080	COMM	3132XFLM8	FHLMCM 4.3% MAT	Redemption	03/25/2024	FHLMC		652,474.93		**652,474.93**
43098	COMM	3140LJKS4	FNMAM 4.54% MAT	Interest	03/25/2024	FNMA			85,136.48	**85,136.48**
43098	COMM	3140LJKS4	FNMAM 4.54% MAT	Redemption	03/25/2024	FNMA		507,138.35		**507,138.35**
43105	COMM	30322KAE3	FREDM 0.88% MAT	Interest	03/25/2024	FREDDIE MAC			19,190.10	**19,190.10**
43105	COMM	30322KAE3	FREDM 0.88% MAT	Redemption	03/25/2024	FREDDIE MAC		49,904.10		**49,904.10**
43145	COMM	3140LJJN7	FNMAM 4.385% MAT	Interest	03/25/2024	FNMA			108,556.52	**108,556.52**
43145	COMM	3140LJJN7	FNMAM 4.385% MAT	Redemption	03/25/2024	FNMA		669,541.28		**669,541.28**
43162	COMM	3140LHFC9	FNMAM 3.53% MAT	Interest	03/25/2024	FNMA			71,090.28	**71,090.28**
43162	COMM	3140LHFC9	FNMAM 3.53% MAT	Redemption	03/25/2024	FNMA		606,884.18		**606,884.18**
43200	COMM	3140LJS23	FNMAM 4.17% MAT	Interest	03/25/2024	FNMA			83,979.17	**83,979.17**
43200	COMM	3140LJS23	FNMAM 4.17% MAT	Redemption	03/25/2024	FNMA		526,035.21		**526,035.21**
43243	COMM	3137FHQ22	FHLMCM 3.37% MAT	Interest	03/25/2024	FHLMC			35,738.05	**35,738.05**
43243	COMM	3137FHQ22	FHLMCM 3.37% MAT	Redemption	03/25/2024	FHLMC		15,011.30		**15,011.30**
43268	COMM	3140LJX68	FNMAM 4.225% MAT	Interest	03/25/2024	FNMA			79,954.37	**79,954.37**
43268	COMM	3140LJX68	FNMAM 4.225% MAT	Redemption	03/25/2024	FNMA		442,546.68		**442,546.68**
43391	COMM	3137FJXQ7	FHLMCM 3.75% MAT	Interest	03/25/2024	FHLMC			84,252.33	**84,252.33**
43391	COMM	3137FJXQ7	FHLMCM 3.75% MAT	Redemption	03/25/2024	FHLMC		1,374,174.75		**1,374,174.75**
43504	COMM	055979AB4	BMWLT 5.95% MAT	Interest	03/25/2024	BMW VEHICLE			73,939.70	**73,939.70**
43504	COMM	055979AB4	BMWLT 5.95% MAT	Redemption	03/25/2024	BMW VEHICLE		1,275,726.08		**1,275,726.08**
43563	COMM	3140LLCB5	FNMAM 4.62% MAT	Interest	03/25/2024	FNMA			83,837.99	**83,837.99**
43563	COMM	3140LLCB5	FNMAM 4.62% MAT	Redemption	03/25/2024	FNMA		395,928.27		**395,928.27**
43597	COMM	3132XGW51	FHLMCM 4.21% MAT	Interest	03/25/2024	FHLMC			50,321.43	**50,321.43**
43597	COMM	3132XGW51	FHLMCM 4.21% MAT	Redemption	03/25/2024	FHLMC		250,628.98		**250,628.98**
43628	COMM	3137BLVK1	FHLMCM 3.116%	Interest	03/25/2024	FHLMC			66,215.01	**66,215.01**
43628	COMM	3137BLVK1	FHLMCM 3.116%	Redemption	03/25/2024	FHLMC		1,455,893.44		**1,455,893.44**
43629	COMM	3132XGVS2	FREDM 5.1% MAT	Interest	03/25/2024	FREDDIE MAC			112,058.90	**112,058.90**
43629	COMM	3132XGVS2	FREDM 5.1% MAT	Redemption	03/25/2024	FREDDIE MAC		487,809.02		**487,809.02**
43636	COMM	3137HB3G7	FHLMCM 4.86% MAT	Interest	03/25/2024	FHLMC			85,050.00	**85,050.00**
43636	COMM	3137HB3G7	FHLMCM 4.86% MAT	Redemption	03/25/2024	FHLMC		337,664.49		**337,664.49**
43889	COMM	3132XFND6	FHLMC 5.% MAT	Interest	03/25/2024	FHLMC			165,646.39	**165,646.39**
43889	COMM	3132XFND6	FHLMC 5.% MAT	Redemption	03/25/2024	FHLMC		698,763.11		**698,763.11**
43889	COMM	3132XFND6	FHLMC 5.% MAT	Interest	03/25/2024	FHLMC			-85,679.17	**-85,679.17**
43889	COMM	3132XFND6	FHLMC 5.% MAT	Redemption	03/25/2024	FHLMC				**0.00**
43997	COMM	16536HCT6	CHES DISC NOTE	Purchase	03/26/2024	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
43999	COMM	313384UV9	FHLB DISC NOTE	Purchase	03/26/2024	FHLB NOTES	249,963,541.65			**-249,963,541.65**
43996	COMM	5148X0CT0	NATXNY DISC NOTE	Purchase	03/26/2024	NATIXIS NY	124,981,562.50			**-124,981,562.50**
43998	COMM	63873JCT5	NATXNY DISC NOTE	Purchase	03/26/2024	NATIXIS NY	49,992,638.89			**-49,992,638.89**
43992	COMM	5148X0CS2	LANDES DISC NOTE	Redemption	03/26/2024	LANDES		125,000,000.00		**125,000,000.00**
43993	COMM	16536HCS8	CHES DISC NOTE	Redemption	03/26/2024	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43994	COMM	63873JCS7	NATXNY DISC NOTE	Redemption	03/26/2024	NATIXIS NY		50,000,000.00		**50,000,000.00**

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43995	COMM	313384UU1	FHLB DISC NOTE	Redemption	03/26/2024	FHLB NOTES		250,000,000.00		**250,000,000.00**
44001	COMM	16536HCU3	CHES DISC NOTE	Purchase	03/27/2024	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
44003	COMM	313384UW7	FHLB DISC NOTE	Purchase	03/27/2024	FHLB NOTES	249,963,750.00			**-249,963,750.00**
44004	COMM	313384VB2	FHLB DISC NOTE	Purchase	03/27/2024	FHLB NOTES	199,828,333.32			**-199,828,333.32**
44000	COMM	5148X0CU7	LANDES DISC NOTE	Purchase	03/27/2024	LANDES	124,981,562.50			**-124,981,562.50**
44002	COMM	63873JCU2	NATXNY DISC NOTE	Purchase	03/27/2024	NATIXIS NY	49,992,638.89			**-49,992,638.89**
43996	COMM	5148X0CT0	NATXNY DISC NOTE	Redemption	03/27/2024	NATIXIS NY		125,000,000.00		**125,000,000.00**
43997	COMM	16536HCT6	CHES DISC NOTE	Redemption	03/27/2024	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
43998	COMM	63873JCT5	NATXNY DISC NOTE	Redemption	03/27/2024	NATIXIS NY		50,000,000.00		**50,000,000.00**
43999	COMM	313384UV9	FHLB DISC NOTE	Redemption	03/27/2024	FHLB NOTES		250,000,000.00		**250,000,000.00**
44006	COMM	16536HD16	CHES DISC NOTE	Purchase	03/28/2024	CHESHAM FINANCE	74,955,583.33			**-74,955,583.33**
44007	COMM	313384VA4	FHLB DISC NOTE	Purchase	03/28/2024	FHLB NOTES	149,914,166.67			**-149,914,166.67**
44005	COMM	5148X0D10	LANDES DISC NOTE	Purchase	03/28/2024	LANDES	29,982,300.00			**-29,982,300.00**
40720	COMM	3133EMBE1	FEDERAL FARM CR	Redemption	03/28/2024	FFCB NOTES		14,450,000.00		**14,450,000.00**
41948	COMM	45906M3C3	IBRD 2.25% MAT	Redemption	03/28/2024	INTL BANK RECON &		25,000,000.00		**25,000,000.00**
44000	COMM	5148X0CU7	LANDES DISC NOTE	Redemption	03/28/2024	LANDES		125,000,000.00		**125,000,000.00**
44001	COMM	16536HCU3	CHES DISC NOTE	Redemption	03/28/2024	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
44002	COMM	63873JCU2	NATXNY DISC NOTE	Redemption	03/28/2024	NATIXIS NY		50,000,000.00		**50,000,000.00**
44003	COMM	313384UW7	FHLB DISC NOTE	Redemption	03/28/2024	FHLB NOTES		250,000,000.00		**250,000,000.00**
40720	COMM	3133EMBE1	FEDERAL FARM CR	Interest	03/28/2024	FFCB NOTES			21,675.00	**21,675.00**
41948	COMM	45906M3C3	IBRD 2.25% MAT	Interest	03/28/2024	INTL BANK RECON &			281,250.00	**281,250.00**
40625	COMM	3134GWUD6	FEDERAL HOME LN	Interest	04/01/2024	FHLMC NOTES			30,000.00	**30,000.00**
40626	COMM	3134GWWR3	FEDERAL HOME LN	Interest	04/01/2024	FHLMC NOTES			63,700.00	**63,700.00**
41031	COMM	3130ALMM3	FEDERAL HOME	Interest	04/01/2024	FHLB NOTES			46,000.00	**46,000.00**
41816	COMM	912828YG9	UNITED STATES	Interest	04/01/2024	U.S. TREASURY			162,500.00	**162,500.00**
42587	COMM	3134GX3A0	FEDERAL HOME LN	Interest	04/01/2024	FHLMC NOTES			356,250.00	**356,250.00**
		Totals for COMMINGLED POOL					**29,646,354,990.**	**31,029,778,214.**	**68,125,422.21**	**1,451,548,645.8**
		Grand Total					**29,646,354,990.**	**31,029,778,214.**	**68,125,422.21**	**1,451,548,645.8**

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: May 30, 2024

Subject: **Approve Bond Contracts/Extensions**

Staff Analysis: The District has received a summarized list of bond contracts/extensions dates June 13, 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

11.06
Agenda Placement

Meeting: June 13, 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
June 13, 2024 Board Meeting

BOND CONTRACTS/EXTENSIONS

CONTRACTOR NAME	DATE OF SERVICE	COST	PURPOSE
Intertek-PSI	06/14/24	$ 19,780.00	Amended Contract for Project #8 at Linda Vista for extended services, contingency, and time extension related to HVAC; term to 12/31/24.
Ninyo & Moore	06/14/24	$ 3,780.00	Contractor will perform Limited Hazardous Building Materials Survey for HVAC and Roofing Project No. 9 (RFP No. 2324-Bonds 13) at the District Office (Building 100) and IT Server Room.
Furman Construction Inspect.	06/14/24	$ 7,500.00	Contractor will provide Inspection services for Bus Drop Off/Pickup Project #11 at Linda Vista.
The Solis Group Inc.	06/14/24	$ 54,940.00	Amended Contract (BD 248073) to provide PLA and Labor Compliance Oversight for Additional Bond Projects: Play structures, sanitary line Replacements, bus stop drop-off, installation, Fencing installations and modifications, and District Office HVAC and Roof Replacements at Multiple Sites.

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: May 21, 2024

To the Superintendent of Schools

Subject: **Approve Amended contract with Intertek-PSI for Project #8 – HVAC Project at Adelante II Academy (B2223-Bonds36)**

Staff Analysis: Request for an Amendment to Intertek-PSI contract for extended services, contingency, and time extension (December 31, 2024) related to HVAC Project #8 at Adelante II Academy. Intertek-PSI will perform hazardous material abatement and oversight/monitoring services required during abatement activities. The fee for expanded Industrial Hygienist services at Adelante II Academy includes Alternate #2 - Abatement Oversight (air sampling/sampling analysis & visual inspections) & Final Report. See the attached proposal for reference.

Item	Amount
Original Contract Amount	$ 6,332.00
Amendment Amount	$17,982.00
10% Contingency	$ 1,798.00
New Contract Amount	$ 26,112.00

Recommendation: Staff recommends that the Board of Trustees approve the amended contract to Intertek-PSI in the amount of $19,780.00 and the contract duration to December 31, 2024.

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

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

To the Board of Trustees: Meeting: June 13, 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 _____

Intertek-PSI
4703 Tidewater Ave. Suite B
Oakland, CA 94601

Tel +1 510 464 9830
Fax +1 510 434 9696
intertek.com/building

May 21, 2024

Mr. Marc Freitas
Director of Bonds
Alum Rock Union School District
2930 Gay Avenue
San Jose, CA 95127

Re: **Proposal for Hazardous Materials Survey, Specification & Abatement Oversight**
Hazardous Materials Survey, Specification & Abatement Oversight
Adelante Academy
1970 Cinderella Lane
San Jose, CA 95116

PSI Proposal No. 0582-403103

Dear Mr. Freitas

Professional Service Industries, Inc., (PSI) an Intertek Company, is pleased to submit this proposal to provide industrial hygiene consulting services in support of the project at the above referenced location. PSI was requested by the Alum Rock Union School District (AUSD) to perform hazardous materials surveys at the buildings located at Adelante Academy, located at 1970 Cinderella Lane in San Jose, CA. The structures included in the project are the Administration/Kindergarten Building, Multi-Purpose Building, Classroom Buildings A-D. The exteriors of the structures and the Roofs on Classroom Buildings C & D will be included as part of the survey area. PSI understands that the scope of the renovations will include:

- HVAC system replacement in the existing buildings. Associated site work related to the installation of condensing units/pumps including plumbing, mechanical, and electrical work in Administration/Kindergarten Building A, Classroom Buildings B & C, & Multi-Purpose Building D.
- Interior lighting and fire alarm upgrades in Administration/Kindergarten Building A, Classroom Buildings B & C, & Multi-Purpose Building D.
- Accessibility upgrades in restrooms, passenger drop off & loading areas in Administration/Kindergarten Building A, Classroom Buildings B & C, & Multi-Purpose Building D.
- Re-roofing at Administration/Kindergarten Building A, Classroom Buildings B & C, & Multi-Purpose Building D.

PSI further understands that the requested consultation support services will generally consist of the following activities:

1. Hazardous materials survey-Sample collection, testing and reporting
2. Plans, specification, and procedures for handling hazardous materials by the Contractor
3. Abatement oversight & Site observation/Contractor support
4. Project completion: Final hazardous means and methods report

HAZARDOUS MATERIALS SURVEY

The hazardous materials survey will consist of an evaluation of suspect Asbestos-Containing Materials (ACM), Lead Based Paints (LBP), with an option to evaluate Polychlorinated Biphenyl (PCB) containing materials. The onsite survey will be conducted by a U.S. Environmental Protection Agency (EPA) Certified Site Surveillance Technician (CSST) or

Certified Asbestos Consultant (CAC) and a California Department of Public Health Lead Inspector/Assessor (I/A) or Sampling Technician (ST).

- PSI will collect and analyze samples per EPA guidelines, which dictates the number and location of samples to be collected. PSI will attempt to sample damaged materials and building areas that are least visible. Damage resulting from the sampling operations will not be repaired. Per conversation with the client representative, PSI will collect fireproofing, plaster, mastic, drywall/joint compound, and any other suspect asbestos-containing materials.

- PSI will conduct analysis for asbestos on each sample collected up to the first positive sample in a sample group using EPA "Method for the Determination of asbestos in Bulk Building Materials" EPA/600/R-93/116, July 1993 on a standard turnaround basis.

- The survey also includes the testing of paints for lead content analysis using a portable X-Ray Fluorescence Analyzer (XRF).

- PSI will develop an estimated quantity of each building material identified as ACM in the designated renovation areas. The quantity will be listed with the material. Any material that cannot be fully accessed will be noted as not having an accurate quantity due to the inaccessibility of the material. Example: Piping that goes from a mechanical room into an enclosure. PSI will report only the quantity observed and note that there is the possibility of additional materials in inaccessible areas. Quantities will be given in square feet for surfacing materials, linear feet for piping insulation, and each for mudded joints and other single item materials.

- CADD drawings will be provided to indicate material sample locations. Drawings will not be to scale. Exterior walls will be shown as single lines without doorways or windows. Drawings will not be meant for construction purposes. Sample location drawings will show the general location within the room or area the sample was taken. Notes on the drawings will give the sample number and analytical results.

- Following completion of the field portion of the survey, a final report will be delivered to the client. This report will contain the detailed results of materials observed, sampling activities, material quantification, material assessment, and drawings.

- The services proposed herein are conventional in nature and do not include any special services that may lessen the risk of conditions that can contribute to moisture, mold or other microbial contaminate amplification in buildings. You may be aware that mold is abundant throughout nature and is comprised of a wide variety of microscopic fungi. Due to its nature, the potential for mold infestations cannot be

eliminated. However, PSI offers a wide array of professional Moisture, Waterproofing, Roofing and Indoor Air Quality/Mold Consulting services that can help minimize the likelihood of future occurrences. PSI is interested in discussing these service options with you to suit your specific needs and project objectives.

DESIGN/SPECIFICATION DOCUMENT

PSI will develop a Design/Specification Document for the above referenced project to establish the minimum standards for protection of adjacent building areas, project decontamination, waste packaging, personnel protective equipment and the criteria for work area clearance. PSI understands that the document will be inserted as a stand-alone appendix to the Architectural Project Specification documents. The specifications will include work procedures, abatement drawings identifying type, extent and location at each building of ACM and Lead.

PARTICIPATION IN CONSTRUCTION MEETINGS

PSI estimates the attendance at the pre-bid construction meeting with the selected contractor and other personnel retained to work on the project. During this meeting, PSI will provide consultation regarding project activities and discuss the contractor's submittal packages relative to site preparation, work methods and waste management. Weekly project meetings during the abatement phase will be attended by PSI's field staff or project manager, as needed.

SITE OBSERVATION AND PERIMETER AIR SAMPLING

During the work, PSI will provide daily observations to document that the contractor is performing the work in general compliance with applicable asbestos and lead regulatory requirements. PSI's on-site representative will observe the integrity of the work area's isolation and engineering controls prior to the start of work. Items that will be observed include air filtration equipment, critical barriers, staging areas, and ground-fault interruption electrical equipment. Deficiencies observed in the work area will be brought to the attention of the contractor for correction.

This proposal also includes the collection and analysis of perimeter air samples for asbestos and lead. Air sampling will be performed in interior areas adjacent to work areas to document conditions. The sampling media will consist of 25-millimeter (mm), three-piece cassettes with 50-mm electrically conductive extension cowls and 0.8-micron pore size mixed cellulose ester (MCE) filters. Samples will be collected according to the procedures described in National Institute for Occupational Safety and Health (NIOSH) Method 7400 and analyzed by phase contrast microscopy (PCM) at Micro Analytical Laboratories' NVLAP-accredited analytical laboratory in Emeryville, CA. Sample results will be reported in fibers per cubic centimeter of air (f/cc) and will be compared to the EPA DOSH recommended criteria.

Perimeter air samples for lead will be collected using low-volume air sampling pumps calibrated to draw air at a flow rate ranging from 2 to 3 liters of air per minute. The sampling media consists of 37 millimeter (mm), three piece cassettes, with 0.8-micron pore size mixed cellulose ester filters. Samples will be collected according to the procedures described in National Institute for Occupational Safety and Health (NIOSH) Method 7082 using Flame

Atomic Absorption (FAA) method. The samples will be analyzed at Micro Analytical Laboratories' NVLAP accredited analytical laboratory using the NIOSH 7082 Method.

Representative perimeter asbestos air samples will be collected outside of the regulated work areas during removal activities. The sampling media for perimeter air sampling will consisted of 25-millimeter (mm), three piece cassettes with 50-mm electrically conductive extension cowls and 0.8-micron pore size mixed cellulose ester (MCE) filters. Samples will be collected per the procedures described in National Institute for Occupational Safety and Health (NIOSH) Method 7400 and analyzed at Micro Analytical Laboratories' NVLAP-accredited analytical laboratory. Sample results will be reported in fibers per cubic centimeter of air (f/cc) and will be compared to both the Environmental Protection Agency (EPA) recommended re-occupancy criteria and the DOSH perimeter level of less than 0.01 f/cc. Perimeter air samples will be collected for approximately 4 hours during abatement shifts.

REVIEW OF CONTRACTOR SUBMITTAL PACKAGE

Once the hazardous material abatement contractor has been selected by AUSD, PSI will review the selected contractor's submittal package for general compliance with the environmental requirements outlined in the Construction Specification. Deficiencies in the package will be brought to the attention of the contractor in the form of a letter. For pricing purposes, PSI has assumed that the submittal will be substantially complete and a letter from PSI will indicate that the general submittal requirements have been met.

POST ABATEMENT AIR AND WIPE SAMPLING

Final air sampling will be performed after asbestos removal is complete and after all areas within the work areas have passed a visual inspection. The sampling media will consist of 25-millimeter (mm), three-piece cassettes with 50-mm electrically conductive extension cowls and 0.45-micron pore size mixed cellulose ester (MCE) filters. Analysis will be performed by on a 24-hour turnaround using Transmission Electron Microscopy (TEM) at Micro Analytical Laboratories, in accordance to the U.S. EPA's "Interim Transmission Electron Microscopy Method" (1987), 40 CFR Part 763.

PSI will perform clearance wipe sampling within each building for lead at the completion of the abatement and installation of interior finishes, and prior to reoccupancy. The wipe samples will be analyzed for lead content Micro Analytical Laboratories' NVLAP-accredited analytical laboratory using Inductively Coupled Plasma (EPA Method 6010) or Atomic Absorption (EPA Modified SW846 7420) and compared to the California Department of Public Health clearance standard of 10 micrograms per square foot ($\mu g/ft^2$) for interior floors.

FINAL REPORT

PSI will issue a project summary report after completion of the renovation project. The final report will contain the following items:

- Executive Summary
- Air Sampling Summary
- Certifications for on-site Personnel

The report will include documentation detailing abatement work completed, results of monitoring and contractor observations, results of clearance sampling, copies of waste manifests for the disposal of hazardous and non-hazardous waste for the Site, site inspection reports (daily field reports) of abatement activities and summary of abatement activities, abatement activity personnel, and certification that the abatement activities substantially complied with all applicable Health and Safety laws, guidelines, and requirements of Cal/OSHA Title 8, California Department of Education (CDE), Department of Toxic Substances Control (DTSC), and the California Division of the State Architect (DSA).

COST ESTIMATE

PSI proposes to perform the work on a time and materials basis with a not-to-exceed (NTE) cost estimate. A summary of our NTE cost estimate is provided in the attached Table 1. The base scope of work is understood as a Limited Hazardous Building Materials Survey to include roofing and interior ceiling materials only in the Buildings identified above. Note that PSI has provided an additional alternate costs for the following additional alternate tasks:

- Additional Alternate 1: Preparation of an Abatement Plan.
- Additional Alternate 2: Part-Time Abatement Monitoring for up to 10 Shifts (if work at multiple sites is completed concurrently).
- Additional Alternate 3: Full-Time Abatement Monitoring for up to 10 Shifts.
- Additional Alternate 4: Full Hazardous Building Materials Survey to include all interior and exterior suspect asbestos and lead-containing materials in the Buildings identified above.
- Additional Alternate 5: Additional Full-Time Abatement Monitoring (per shift).
- Additional Alternate 6: Additional Part-Time Abatement Monitoring (per shift).

To comply with the requirements of our insurance providers, we require written authorization on each of our projects. If you wish our firm to provide you the services proposed above, please sign and return a copy of this proposal as soon as practicable. If you have any questions or comments regarding this proposal, please do not hesitate to contact me at (510) 464-983. Thank you for your consideration.

Respectfully Submitted,
PROFESSIONAL SERVICE INDUSTRIES, INC.

Jerald Cook, CIH, CAC
Senior Industrial Hygienist

L. J. "Jerry" Stallworth
Department Manager/ Principal Consultant

TABLE 1 – COST ESTIMATE

Item	Unit	Quantity	Unit Cost	Total Cost
Limited pre-renovation survey & report (5 Buildings, Roofing & Ceiling Materials Only)				
Project Manager	Hour	1.0	$125.00	$125.00
Staff Industrial Hygienist	Hour	8.0	$95.00	$760.00
Staff Industrial Hygienist Overtime	Hour	4.0	$143.00	$572.00
Bulk asbestos samples (PLM analysis)	Each	85	$15.00	$1,275.00
XRF Rental	Day	1.0	$250.00	$250.00
Ladder Rental	Day	1.0	$65.00	$65.00
Field Vehicle	Day	1.0	$90.00	$90.00
			Subtotal	**$3,137.00**
Report of Findings				
Principal Consultant/CIH	Hour	1.0	$195.00	$195.00
Project Manager	Hour	4.0	$125.00	$500.00
CADD	Hour	4.0	$85.00	$340.00
Clerical	Hour	1.0	$65.00	$65.00
			Subtotal	**$1,100.00**
			Total	**$4,237.00**

Additional Alternate 1: Abatement plan				
Principal Consultant/CIH	Hour	4.0	$195.00	$780.00
Project Manager	Hour	10.0	$125.00	$1,250.00
Clerical	Hour	1.0	$65.00	$65.00
			Total	**$2,095.00**

Additional Alternate 2: Abatement oversight & final report (assume up to 10 part-time shifts)				
Principal Consultant/CIH	Hour	4.0	$195.00	$780.00
Project Manager (Includes attendance at project pre-bid meeting & contractor submittals)	Hour	14.0	$125.00 review of	$1,750.00
Abatement Oversight - Field Industrial Hygienist (10 hr/ shift)	Shift	10.0	$600.00	$6,000.00
Lead - Perimeter Air Sample Analysis - (2 per shift + blank) - 24-Hr TAT	Each	30.0	$34.00	$1,020.00
Asbestos -Perimeter PCM Air Sample Analysis - (2 per shift + 2 blanks) - 24-Hr TAT	Each	40.0	$16.00	$640.00
Asbestos -Clearance TEM Air Sample Analysis - (5 per homogeneous per building) - 24-Hr TAT	Each	40.0	$120.00 area-2	$4,800.00
Waste Characterization Sample Analysis for Lead - (Total Threshold Leachable Concentration (TTLC) & Soluble Threshold Limit Concentration (STLC), if needed - (5-10 Day TAT), Assume 6 Total	Each	6.0	$360.00	$2,160.00
Post-Construction Lead Wipe Samples - (Approx. 1 per Building)	Each	6.0	$27.00	$162.00
Field Vehicle	Each	6.0	$90.00	$540.00
Clerical	Hour	2.0	$65.00	$130.00
			Subtotal	**$17,982.00**

Additional Alternate 3: Abatement oversight & final report (assume up to 10 full-time shifts)				
Principal Consultant/CIH	Hour	4.0	$195.00	$780.00
Project Manager (Includes attendance at project pre-bid meeting & contractor submittals)	Hour	14.0	$125.00 review of	$1,750.00
Abatement Oversight - Field Industrial Hygienist (10 hr/ shift)	Shift	30.0	$1,200.00	$36,000.00
Lead - Perimeter Air Sample Analysis - (2 per shift + blank) - 24-Hr TAT	Each	30.0	$34.00	$1,020.00
Asbestos -Perimeter PCM Air Sample Analysis - (2 per shift + 2 blanks) - 24-Hr TAT	Each	40.0	$16.00	$640.00
Asbestos -Clearance TEM Air Sample Analysis - (5 per homogeneous per building) - 24-Hr TAT	Each	40.0	$120.00 area-2	$4,800.00
Waste Characterization Sample Analysis for Lead - (Total Threshold Leachable Concentration (TTLC) & Soluble Threshold Limit Concentration (STLC), if needed - (5-10 Day TAT), Assume 6 Total	Each	6.0	$360.00	$2,160.00
Post-Construction Lead Wipe Samples - (Approx. 1 per Building)	Each	6.0	$27.00	$162.00
Field Vehicle	Each	21.0	$90.00	$1,890.00
Clerical	Hour	2.0	$65.00	$130.00
			Subtotal	**$49,332.00**

Additional Alternate 4: Pre-renovation survey & report (5 Buildings, Full Interior & Exterior Survey)				
Project Manager	Hour	1.0	$125.00	$125.00
Staff Industrial Hygienist	Hour	24.0	$95.00	$2,280.00
Staff Industrial Hygienist Overtime	Hour	6.0	$143.00	$858.00
Bulk asbestos samples (PLM analysis)	Each	225	$15.00	$3,375.00
XRF Rental	Day	1.0	$250.00	$250.00
Ladder Rental	Day	1.0	$65.00	$65.00
Field Vehicle	Day	4.0	$90.00	$360.00
			Subtotal	**$7,313.00**
Report of Findings				
Principal Consultant/CIH	Hour	1.0	$195.00	$195.00
Project Manager	Hour	6.0	$125.00	$750.00
CADD	Hour	8.0	$85.00	$680.00
Clerical	Hour	1.0	$65.00	$65.00
			Subtotal	**$1,690.00**
			Subtotal	**$9,003.00**

Alternate 5: Additional Full-Time Abatement Oversight (Per Shift, Includes Perimeter Sampling)				
Additional Full-Time Shift	Each	1.0	$1,575.00	$1,575.00

Alternate 6: Additional Part-Time Abatement Oversight (Per Shift, Includes Perimeter Sampling)				
Additional Part-Time Shift	Each	1.0	$975.00	$975.00

PROJECT AUTHORIZATION

To execute this proposal, please sign and complete the authorization information below along with applicable payment instructions, and return one copy of the authorized proposal to our office.

_____ _____ Authorized

By (please print) Signature

_____ _____

Title Firm

_____

Address

_____ _____ _____ _____

City State Zip Code Telephone

_____ _____

Date Purchase Order No. / Project Tracking No.

Payment Instructions

If invoice payment is to be made by a party other than the authorizing party above, please provide the following information for whom the invoices are to be billed:

_____ _____

Firm Attention

_____ _____

Address Title

_____ _____ _____ _____

City State Zip Code Telephone

_____

Authorizing Party's Relationship to Invoice Payment Party

If invoices are to be approved other than by the payment party above, please provide the following information for whom the invoices are to be mailed for approval:

_____ _____

Firm Attention

_____ _____

Address Title

_____ _____ _____ _____

City State Zip Code Telephone

_____

Authorizing Party's Relationship to Invoice Approval Party

GENERAL CONDITIONS

1. **PARTIES AND SCOPE OF WORK**: Professional Service Industries Inc. ("PSI") shall include said company or its particular division, subsidiary or affiliate performing the work. "Work" means the specific service to be performed by PSI as set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by PSI. If Client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of PSI's work. PSI shall have no duty or obligation to any third party greater than that set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. The ordering of work from PSI, or the reliance on any of PSI's work, shall constitute acceptance of the terms of PSI's proposal and these General Conditions, regardless of the terms of any subsequently issued document.

2. **TESTS AND INSPECTIONS**: Client shall cause all tests and inspections of the site, materials and work performed by PSI or others to be timely and properly performed in accordance with the plans, specifications and contract documents and PSI's recommendations. No claims for loss, damage or injury shall be brought against PSI by Client or any third party unless all tests and inspections have been so performed and unless PSI's recommendations have been followed. Client agrees to indemnify, defend and hold PSI, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or PSI's recommendations are not so followed.

3. **PREVAILING WAGES**: This proposal specifically excludes compliance with any project labor agreement, labor agreement, or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of this proposal, this proposal specifically excludes compliance with any state or federal prevailing wage law or associated requirements, including the Davis Bacon Act. It is agreed that no applicable prevailing wage classification or wage rate has been provided to PSI, and that all wages and cost estimates contained herein are based solely upon standard, non-prevailing wage rates. Should it later be determined by the Owner or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstance. Client will reimburse, defend, indemnify and hold harmless PSI from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorney's fees.

4. **SCHEDULING OF WORK**: The services set forth in PSI's proposal and Client's acceptance will be accomplished by PSI personnel at the prices quoted. If PSI is required to delay commencement of the work or if, upon embarking upon its work, PSI is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of PSI, additional charges will be applicable and payable by Client.

5. **ACCESS TO SITE**: Client will arrange and provide such access to the site and work as is necessary for PSI to perform the work. PSI shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment.

6. **CLIENT'S DUTY TO NOTIFY ENGINEER**: Client warrants that it has advised PSI of any known or suspected hazardous materials, utility lines and pollutants at any site at which PSI is to do work, and unless PSI has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save PSI harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to PSI's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to PSI by Client.

7. **RESPONSIBILITY**: PSI's work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. PSI shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. PSI's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Client agrees that it shall require subrogation to be waived against PSI and for PSI to be added as an Additional Insured on all policies of insurance, including any policies required of Client's contractors or subcontractors, covering any construction or development activities to be performed on the project site. PSI has no right or duty to stop the contractor's work.

8. **SAMPLE DISPOSAL**: Test specimens will be disposed immediately upon completion of the test. All drilling samples will be disposed sixty (60) days after submission of PSI's report.

9. **PAYMENT**: The quantities and fees provided in this proposal are PSI's estimate based on information provided by Client and PSI's experience on similar projects. The actual total amount due to PSI shall be based on the actual final quantities provided by PSI at the unit rates provided herein. Where Client directs or requests additional work beyond the contract price it will be deemed a change order and PSI will be paid according to the fee schedule. Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay PSI's cost of collection of all amounts due and unpaid after thirty (30) days, including court costs and reasonable attorney's fees. PSI shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein PSI waives any rights to a mechanics' lien, or any provision conditioning PSI's right to receive payment for its work upon payment to Client by any third party. These General Conditions are notice, where required, that PSI shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of PSI from any and all claims which Client may have, whether in tort, contract or otherwise, and whether known or unknown at the time.

GENERAL CONDITIONS

10. **ALLOCATION OF RISK**: CLIENT AGREES THAT PSI'S SERVICES WILL NOT SUBJECT PSI'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LIABILITY, AND THAT NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CLIENT AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY SHALL BE TO DIRECT OR ASSERT ANY CLAIM, DEMAND, OR SUIT ONLY AGAINST PSI.

SHOULD PSI OR ANY OF ITS EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON PSI'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF PSI, ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO $25,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO PSI FOR ITS WORK PERFORMED ON THE PROJECT, WHICHEVER AMOUNT IS GREATER. IN THE EVENT CLIENT IS UNWILLING OR UNABLE TO LIMIT PSI'S LIABILITY IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN THIS PARAGRAPH, CLIENT MAY, UPON WRITTEN REQUEST OF CLIENT RECEIVED WITHIN FIVE DAYS OF CLIENT'S ACCEPTANCE HEREOF, INCREASE THE LIMIT OF PSI'S LIABILITY TO $250,000.00 OR THE AMOUNT OF PSI'S FEE PAID TO PSI FOR ITS WORK ON THE PROJECT, WHICHEVER IS THE GREATER, BY AGREEING TO PAY PSI A SUM EQUIVALENT TO AN ADDITIONAL AMOUNT OF 5% OF THE TOTAL FEE TO BE CHARGED FOR PSI'S SERVICES. THIS CHARGE IS NOT TO BE CONSTRUED AS BEING A CHARGE FOR INSURANCE OF ANY TYPE, BUT IS INCREASED CONSIDERATION FOR THE GREATER LIABILITY INVOLVED. IN ANY EVENT, ATTORNEY'S FEES EXPENDED BY PSI IN CONNECTION WITH ANY CLAIM SHALL REDUCE THE AMOUNT AVAILABLE, AND ONLY ONE SUCH AMOUNT WILL APPLY TO ANY PROJECT.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND BREACH OF STATUTORY DUTY) OR OTHERWISE FOR LOSS OF PROFIT (WHETHER DIRECT OR INDIRECT) OR FOR ANY INDIRECT, CONSEQUENTIAL, PUNITIVE, OR SPECIAL LOSS OR DAMAGE, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, REVENUE, BUSINESS, OR ANTICIPATED SAVINGS (EVEN WHEN ADVISED OF THEIR POSSIBILITY).

NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE, MAY BE BROUGHT AGAINST PSI, ARISING FROM OR RELATED TO PSI'S WORK, MORE THAN TWO YEARS AFTER THE CESSATION OF PSI'S WORK HEREUNDER, REGARDLESS OF THE DATE OF DISCOVERY OF SUCH CLAIM.

11. **INDEMNITY**: Subject to the above limitations, PSI agrees not to defend but to indemnify and hold Client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs to the extent arising out of PSI's negligence as finally determined by a court of law. Client shall provide the same protection to the extent of its negligence. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against PSI, the Client and the party initiating such action shall pay to PSI the costs and expenses incurred by PSI to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that PSI shall prevail in such suit.

12. **TERMINATION**: This Agreement may be terminated by either party upon seven days' prior written notice. In the event of termination, PSI shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses.

13. **EMPLOYEES/WITNESS FEES**: PSI's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay PSI's legal expenses, administrative costs and fees pursuant to PSI's then current fee schedule for PSI to respond to any subpoena. For a period of one year after the completion of any work performed under this agreement, Client agrees not to solicit, recruit, or hire any PSI employee or person who has been employed by PSI within the previous twelve months. In the event Client desires to hire such an individual, Client agrees that it shall seek the written consent of PSI, and shall pay PSI an amount equal to one- half of the employee's annualized salary, without PSI waiving other remedies it may have.

14. **FIDUCIARY**: PSI is not a financial advisor, does not provide financial advice or analysis of any kind, and nothing in our reports can create a fiduciary relationship between PSI and any other party.

15. **RECORDING**: Photographs or video recordings of the Client's own project may be taken by and used for the Client's own internal purposes. Photographs or video recordings may not be used for marketing or publicity, or distributed to a third party or otherwise published without PSI's prior review and consent in writing. Taking photographs of other Clients' samples, test setups, or facilities, or recording in any manner any test specimen other than the test specimen related to the Client's project is prohibited; and the Client agrees to hold in strict confidence and not use any proprietary information disclosed either advertently or inadvertently. The Client shall defend, hold harmless, and indemnify PSI for any breach of this clause.

16. **CHOICE OF LAW AND EXCLUSIVE VENUE**: All claims or disputes arising or relating to this agreement shall be governed by, construed, and enforced in accordance with the laws of Illinois. The exclusive venue for all actions or proceedings arising in connection with this agreement shall be either the Circuit Court in Cook County, Illinois, or the Federal Court for the Northern District of Illinois.

17. **PROVISIONS SEVERABLE**: The parties have entered into this agreement in good faith, and it is the specific intent of the parties that the terms of these General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.

18. **ENTIRE AGREEMENT**: This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

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: May 21, 2024

Subject: Approve Ninyo & Moore to Perform a Limited Hazardous Building Materials Survey for HVAC and Roofing Project No. 9 (RFP No. 2324-Bonds13).

Staff Analysis: Staff requested proposals/bids from firms to perform a limited hazardous building materials survey in preparation for HVAC and Roofing Upgrades Project No. 9 at the District Office (Building 100) and the IT Server Room.

Two (2) proposals/bids were received. The lowest responsible bidder is Ninyo & Moore.

Firm Name:	Proposal/Bid Amount:
Ninyo & Moore	$3,780
HazMat Doc	$4,650

Recommendation: Staff recommends the Board of Trustees award the contract to Ninyo & Moore in the amount of $3,780 dollars.

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

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

To the Board of Trustees: Meeting: June 13, 2024

Recommended Approval

Agenda Placement

Imee Almazan Ed.D., Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

Ninyo & Moore
Geotechnical & Environmental Sciences Consultants

May 7, 2024
Proposal No. 09OAK03-01725

Mr. Chris Moreno
Van Pelt Construction Services
450 Chadbourne Road, Suite B
Fairfield, California 94534

Subject: Proposal for Limited Hazardous Building Materials Survey
Administration Building 100
Alum Rock Union School District
2930 Gay Avenue
San Jose, California 95127

Dear Mr. Moreno:

In accordance with your request, Ninyo & Moore is pleased to provide this proposal to the Alum Rock Union School District (ARUSD/Client) to perform a limited hazardous building material survey (HBMS) at the Administration Building (Building 100) located on the main ARUSD campus at 2930 Gay Avenue in San Jose, California. It is our understanding that the entire roof and various areas with the Administration Building will be affected by the proposed renovations/upgrades. Ninyo & Moore's proposed scope of services within the work areas are as follows:

- Project coordination and review of any relevant hazardous materials reports/information and/or project documents/architectural diagrams provided by the Client (past hazardous materials sampling reports, as-built diagrams, etc.), if available.
- Visual assessment of accessible areas of proposed work areas to evaluate the possible presence of asbestos-containing materials (ACMs) and lead-containing materials (LCMs).
- Performance of bulk sampling, collection and analysis of suspect ACMs by polarized light microscopy (PLM). Sample analysis by an independent, state-certified laboratory for asbestos content will be conducted according to United States Environmental Protection Agency (EPA) protocols as found in the Asbestos Hazard Emergency Response Act (Code of Federal Regulations, Section 40, Part 763).
- Collection of potential lead-containing material (LCM) samples and submittal of these samples for laboratory analysis by an independent, state-certified laboratory. Sample analysis for lead content will be conducted according to EPA protocol as found in SW-846, using EPA Test Method 7420.

- Observance and quantification of miscellaneous hazardous building materials (fluorescent light tubes and associated light ballasts, air handling equipment, thermostats, etc.), which may contain gases, oils, mercury and/or poly-chlorinated biphenyls for example. These materials will not be sampled and/or tested for hazardous materials concentrations. Universal waste classification and planned recycling is included in these activities.

- Preparation of a summary sampling report for the site building which will describe our sampling protocols and the suspect materials assessed through Ninyo & Moore's sampling activities. The report will include a site description, a sample location map, laboratory test information, tables summarizing the building materials assessed with estimated quantities of identified materials, and conclusions and recommendations.

- Based upon a review of the findings of the hazardous materials sampling survey/reports for the site building, abatement specifications will be developed by Ninyo & Moore. These specifications and drawings will help the selected abatement contractor to locate and remove identified hazardous building materials in a safe, legal and expeditious way.

ASSUMPTIONS

The following assumptions will be used by Ninyo & Moore during this project:

- Diagrams of the site building (as current as possible) will be provided by the Client to be used as the basis for bulk sampling location figures.

- Destructive sampling techniques will be implemented during these sampling activities (only on the roof).

- Once mobilized to the site, a 4-hour minimum will apply.

- Our scope of work does not include the implementation of abatement oversight/monitoring and the development of an associated close-out report.

COMPENSATION/FEE BREAKDOWN

We propose to provide the services presented herein on a lump-sum basis in accordance with the following:

1. *Field Work Activities (Visual Inspection, Equipment/Supplies, and Suspect ACM/LCM/PCBCM Sampling):* **$1,300**
2. *Bulk Material Laboratory Analysis - 40 suspect bulk ACM/LCM sample analyses at $12 each with a standard 3-day turn-around time*: **$480**
3. *HBMS Report Preparation*: **$1,000**
4. Abatement Specifications/Drawings: **$1,000**

Our total lump-sum fee for the above-referenced scope of services will be **$3,780** (**Three Thousand Seven Hundred Eighty Dollars**).

If this proposal is acceptable, please provide formal authorization for us to proceed. Please contact us with any questions. We appreciate this opportunity to be of service to the ARUSD.

Sincerely,
NINYO & MOORE

William P. Larkin
Principal Environmental Scientist
DOSH Certified Asbestos Consultant
(No. 99-2688)
DPH Lead-Related Construction
Inspector/Assessor and Project Monitor
(Nos. 1284/1285)

Distribution: (1) Addressee

May 2, 2024

via email: chrism@vpcsonline.com

Mr. Chris Moreno
Sr. Project Manager – VPCS
450 Chadburn Road, Suite B
Fairfield, CA 94534

Re: Asbestos and Lead Roof Survey for
Designated Roof Replacement Project (Building 100) at
Alum Rock Union Elementary School District Office
2930 Gay Avenue, San Jose, CA 95127

Mr. Moreno:

As requested, Hazmat Doc is pleased to provide the following estimates for pre-reroofing survey work for the Roofing project at the captioned site.

Please be advised of the following:

1. Our proposal is limited to pre-renovation asbestos and lead-in-paint surveys for the roofing materials at the Building 100 at the Alum Rock Union Elementary School District Office (ARUESD) campus. All other buildings, storage sheds, etc. are excluded from this proposal.
2. The ARUESD and VPCS will provide coordination with the site and access to the roof.
3. The Survey will not include any components or materials from the fascias down – the Survey will stop with the edge flashings/sealants and at the roof deck. We understand from your e-mail that everything within the building is to remain as is.
4. This Survey is limited to the roof areas accessible materials and surfaces. However, materials may be present in inaccessible areas (i.e., below roof decking, etc.) and will therefore not be included in this Survey.
5. Physical (bulk material) samples will be collected of suspect building materials for asbestos analysis. These samples will be analyzed by Asbestos Analysis of Bulk Materials via EPA 600/R-93-116 Method using Polarized Light Microscopy. Any areas that are disturbed will be closed with commercial tar-based wet/dry roof patching material.
6. Lead in Paint film screening will be performed by chip samples collected for laboratory analysis by Flame AAS and /or X-Ray Fluorescence readings.
7. We shall refer to any available existing reports for lead and utilize that sampling data, so that the district does not have to incur additional costs by way of duplicate samples and labor.
8. As directed by the California Department of Health Services (DHS) in their Lead Hazard Evaluation – Reporting Requirements Reminder dated June 5, 2006, HazMat Doc shall submit CDPH form 8552 to the Childhood Lead Poisoning Prevention Branch in Richmond, California for work performed as part of this survey.
9. This Proposal is based on all areas being accessible at the time of our scheduled site visit. Any changes in field conditions, scope of work, etc. could impact this proposal. All sitework is to occur, weather permitting, on regular weekdays between the hours of 0700 and 1600.
10. Our report will be available approximately seven to ten (7 to 10) working days after the completion of site work.

The following estimate includes field technician time, asbestos sample collection, laboratory analysis and a final written report.

ARUESD DISTRICT OFFICE – BUILDING 100 ROOF

1.	Asbestos Inspection Technician	6 Man Hours*	$100.00/hour	$600.00
2.	Lead Technician	6 Man Hours*	$100.00/hour	$600.00
3.	Asbestos Samples *(Asbestos Analysis of Bulk Materials via EPA 600/R-93-116 Method using Polarized Light Microscopy)*	50 Samples*	$35.00/Sample	$1,750.00
4.	Lead in Paint (Chip) Samples *(Flame AAS Analysis)*	10 Samples*	$35.00/Sample	$350.00
5.	Report & Incidentals (Lump Sum)			$450.00
6.	Biddable Asbestos and Lead Abatement Specifications and Scope of Work			$900.00
	ESTIMATED TOTAL DESIGNATED ROOF SURVEY ARUESD DISTRICT OFFICE (BUILDING 100)			**$4,650.00**

* Please note you will only be charged for the actual samples collected and analyzed and actual time spent on this project. Additional samples, if required, will only be analyzed after receiving prior authorization from you.

We have attached proof of our current Insurance and levels of coverage. This proposal is based upon working under those terms. If the ARUESD requires higher levels, this proposal will have to be adjusted to accommodate.

Please sign and forward us a copy of this proposal in acceptance, followed by the issuance of a purchase order. We appreciate the opportunity to provide this proposal to you and look forward to working with you on this project. Please feel free to contact us with any questions or comments.

Once the Scopes of Work are approved and finalized, and a schedule for the abatement is provided to us by ARUESD we can provide the district with a proposal for Project Management and Monitoring Services. As always, please feel free to contact us with any questions or comments.

HazMat Doc

Zen B. Doctor,
Project Manager

Accepted:_____
(Signature)

Name/Title:_____

Date:_____

Encl:
a. E-Mail of April-30-2024
b. Sample Insurance Certificate

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: May 17, 2024

To: Superintendent of Schools

Subject: **Approval of Inspection Services for Bus Drop Off / Pickup Project #11 at Linda Vista Elementary School.**

Staff Analysis: A Request for Proposals was solicited from our Pool of Inspection Service Providers for Inspection Services at the new School Bus Drop Off / Pickup Project #11. We received two proposals: ABG Inspections Inc. and Furman Construction Inspection Inc. The fee for inspection services includes: verification of construction scope that complies with all regulatory requirements/codes, coordination with Lab of Record for materials and testing, enforcement, and observation of plans, specifications, and compliance.

Item	Amount
Proposal #1 Furman Construction Inspection Inc.	$7500
Proposal #2 ABG Inspections Inc.	$16,224

Recommendation: Staff recommend the Board of Trustees award the contract to Furman Construction Inspection Inc. in the amount of $7,500.00.

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

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

To the Board of Trustees: Meeting: June 13, 2024
Regular Board Meeting

Recommended Approval

Agenda Placement

Imee Almazan, Ed.D., Interim Superintendent

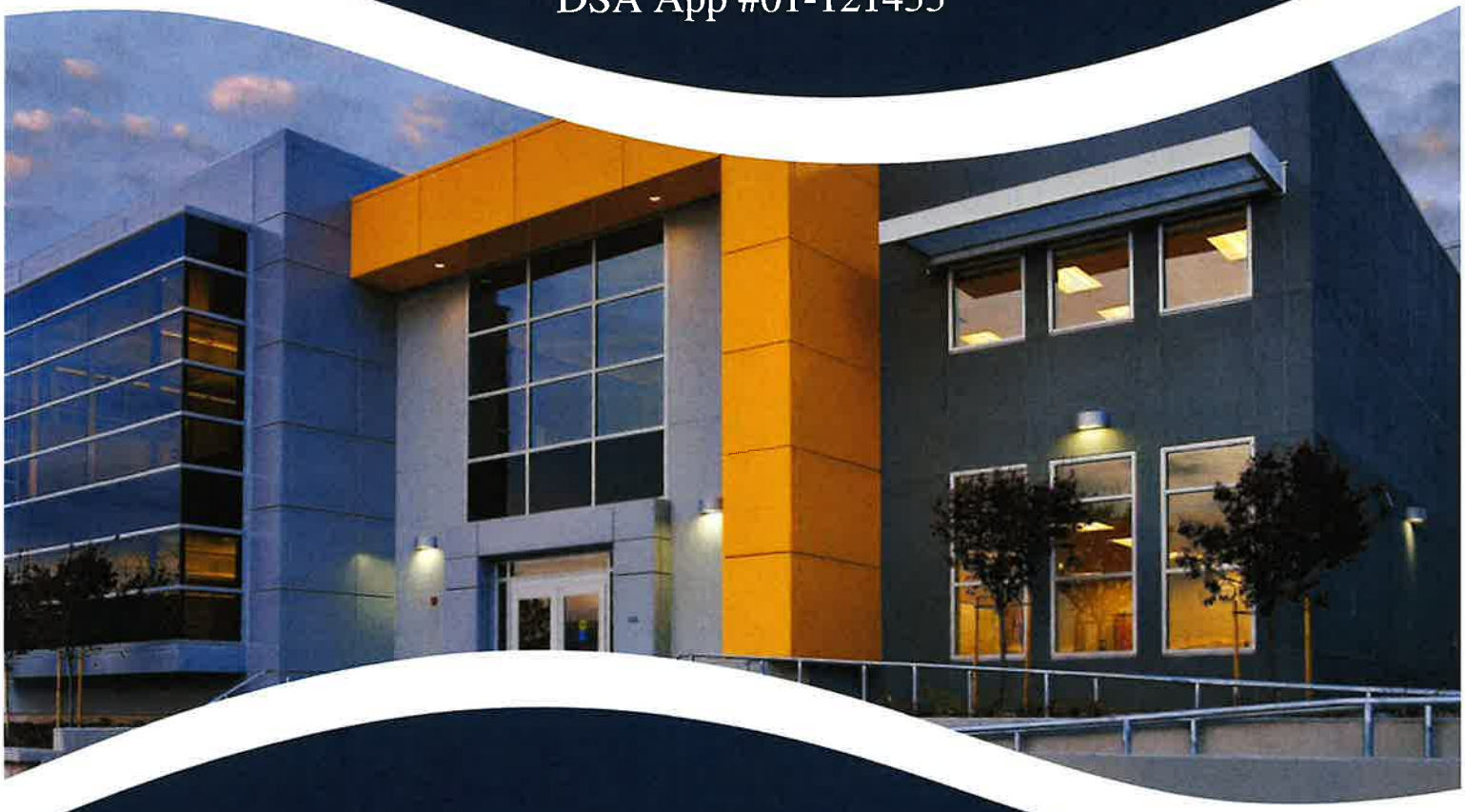
DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved_____ Not Approved _____ Tabled _____

Request for Proposal for Inspector of Record Services:
Alum Rock Union School District
Linda Vista Elementary School - Bus Drop-Off

DSA App #01-121433



Prepared by:

ABG Inspections, Inc.

662 Norval St.

Pomona, Ca 91766

ABG INSPECTIONS, INC.

Prepared for:

Alum Rock Union School District

Bus Drop-Off

Attn: Deshonne Hall - Senior Project Manager

Deshonne.Hall@6dpmcm.com

00 Kirk Avenue

San Jose, Ca 95127

May 16, 2024

Alum Rock Union School District
Attn: Deshonne Hall – Senior Project Manager
Deshonne.Hall@6dpmcm.com
100 Kirk Avenue
San Jose, Ca 95127

Alum Rock Union School District:

On behalf of ABG Inspections, Inc., we are honored to forward this submittal to your office in response and receipt of Request for Proposal of Inspector of Record Services for Alum Rock Union School District Project DSA App #01-121433 Linda Vista Elementary School – Bus Drop-Off.

Project Notes: Proposal is tentatively based on an estimated (63) working day project schedule from 06/01/24 – 08/31/24 provided by the construction management team. Our analysis has concluded an inspector would only be needed on a part-time basis. Three days a week would be sufficient to cover all the project's needs and requirements. ABG Inspections, Inc. has no control over contractor work schedule, delays, or unforeseen conditions. All site visits are based on a 4 hour minimum. Any time extending past 4 hours is automatically billed 8 hours. Proposal is based on a (4) hour work day schedule at part time. **Any unused hours will not be billed to the district.**

Description of Services	Estimated Hours	Rate	Total
Class 3 - Project Inspector (PI) - (39) working days @ 4 hrs./day	156 hrs.	$104/hr	$16,224

A. (Scope of Work)

ABG Inspections, Inc. – Inspector of Record duties are to be per Title 24, DSA Standards as the AHJ for California State Community College Districts. ABG Inspections, Inc. agrees to provide DSA Inspection of work for compliance with approved contract documents. Project Inspector duties as outlined in Title 24, Part 1, Chapter 4, Sections 4-333 thru 4-342 California Code of Regulations, including, DSA Interpretive Regulations A-6, A-7, A-8, and as incorporated in the following paragraphs:

1. Coordination with AHJ's including SFM, Health Dept. County and Design Engineers.
2. Coordination with Campus Staff and Facilities as needed.
3. Coordination with Lab of Record for Materials and Testing, Enforcement, and observation of plans and specifications per Title 24 and State regulations.
4. Project IOR will track and document work that is observed.
5. IOR will also attend project meetings as required.

B. Owner/ Client agrees to the following:

1. The Agreement shall begin upon the written notice by a representative of the district and remain in effect continuously until project closeout, unless terminated in writing.

2. Contract is intended to be an agency agreement and may be terminated in 15 days by either party with or without cause. The district shall not employ, contract, or engage in business or mutually beneficial relationships with Inspectors introduced to the District through ABG Inspections, Inc., for a period of two (2) years after the dissolution of any contracts through ABG Inspections, Inc., unless permission is granted prior to such relationships. Contracted Client agrees to pay ABG Inspections, Inc. the cost of project services billed at the rate as outlined in the fee schedule within 30 working days of receipt of invoice.

3. Safe access to the Construction Site and areas for Inspection.

4. Provide electronic and hard copy of approved stamped drawings.

C. Reimbursements: Client agrees to pay for the following Reimbursable expenses:

1. Blueprints and other reproductions.

2. Photos, film, and laser prints.

3. Parking Permits or Passes.

4. Any fees advanced on behalf of Client subject to 10% surcharge.

5. Any out-of-pocket expenses on behalf of Client.

D. Budget Cost Analysis

Though we have included a budgetary cost estimate for our services (see attached), these estimates are not intended to be lump sums or guaranteed costs. This estimate is a time and material basis, and the final cost will vary based on the actual hours served for the project. Also, it does not account for overtime and are contingent upon the phasing of the project and progress of construction.

E. Terms & Conditions

1. Proposal is good for 60 days.

2. All invoices are due 30 days from being received.

3. Any services that ABG Inspections, Inc. is requested to Sub-Contract or coordinate is subject to a 7% - 10% surcharge.

F. Hours & Expenses

1. All Zoom meetings are (2) hour minimum, inspections (4) hour minimum, inspections exceeding (4) hours is an (8) hour minimum.

2. Other reimbursable expenses (items considered reimbursable) including but not limited to blueprints, copying costs, films, parking permit passes, and any other fees advanced or out of pocket expenses paid on behalf of the client is subject to a 5% surcharge.

3. Normal hours are noted as 4 hours Monday – Friday excluding Holidays.

4. Project inspector services exceeding (4) hours in a day Mondays - Fridays (Holidays Excluded) will be billed at 1 1/2 times the regular rate of pay for all hours worked in excess of four hours up to twelve hours in any workday.

5. Project inspector services provided on Saturdays will be billed at 1 1/2 times the regular rate of pay for all hours worked in excess of eight hours up to and including 12 hours in any workday.

6. Project inspector services provided on Sundays will be billed at 2 times the regular rate of pay for all hours worked in excess of eight hours up to and including 12 hours in any workday.

If you have any questions or concerns regarding the proposal please contact:
ABG Inspections, Inc.
Principle In Charge
Jerett Hayes
Jerett@abginspection.com
(909)725-9574

X Jerett Hayes

ABG INSPECTIONS, INC.

INTEGRITY YOU CAN TRUST

FURMAN
CONSTRUCTION INSPECTION INC

May 17, 2024

Mr. Marc Freitas
Bonds Director
Alum Rock Union Elementary School District
2800 Ocala Ave.
San Jose, CA 95148

Re: Inspector of Record Services for the Linda Vista ES Bus Drop Off project DSA Application No. 01-121433.

Dear Mr. Freitas

Thank you for the opportunity to provide a proposal for the referenced project.

Furman Construction Inspection Inc. (FCI) will provide DSA Project Inspection at the referenced project for a flat rate fee of $7,500.00. (60 hours project inspection at $125/hr.).

Included in the proposal are all necessary equipment and supplies to perform inspections and maintain project files/ document submissions as required per DSA IR A-8. Project drawings and specifications to be provided by the district or CM. This proposal does not include Special Inspection requirements as listed on the DSA form 103.

The proposed inspector for the project will be Mehran Saidi Class 1 IOR DSA Certification No. 5665.

FCI will not charge travel time for local inspections. If necessary FCI and the District will negotiate any out-of-town inspection services.

If necessary, a separate work trailer, classroom or private office space will be required by the district or contractor. FCI can provide a trailer at market cost to be added to the overall price listed above.

FCI will maintain all District required Insurance.

The project will be invoiced monthly. Final payment will be invoiced upon submission of the project inspectors DSA 6PI.

Please feel free to contact me if you have any questions regarding this proposal. Again, I appreciate the opportunity, and I look forward to hearing from you.

Sincerely,

Jerry M. Furman

Jerry M. Furman
DSA Certified Class 1 IOR #4334
Furman Construction Inspection Inc.
jfurman@fcinspection.com
408.234.8153

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: May 28, 2024

To the Superintendent of Schools

Subject: **Approve Amendment to Contract (BD 248073) for The Solis Group Inc. to provide PLA and Labor Compliance Oversight for additional projects.**

Staff Analysis: Request for an Amendment to an existing contract with the Solis Group Inc. for PLA Administration and Labor Compliance Services at several additional Bond Projects. Play Structures, Sanitary Line Replacements, Bus Stop Drop-Off, Installation, Fencing Installations and Modifications, and District Office HVAC and Roof Replacements at Multiple Sites.

Item	Amount
Original Contract Amount	$ 29,480.00
Amendment Amount	$ 54,940.00
New Contract Amount	$ 84,420.00

Recommendation: Staff recommends that the Board of Trustees approve the amendment to the existing contract for The Solis Group Inc. in the amount of $54,940.00 and the contract duration to June 30th, 2025.

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

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

To the Board of Trustees: Meeting: June 13, 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 _____

The Solís Group
Serving our communities since 1992

Headquarters
3452 E Foothill Blvd / Suite 200
Pasadena, CA 91107 USA

P 626 685 6989
F 626 685 6985

May 21, 2024

Marc Freitas
Director of Bonds, Facilities, and Leases
Alum Rock Union School District
2930 Gay Avenue
San Jose, CA 95127

Re: Revised Proposal to Provide Project Labor Agreement (PLA) Administration and Labor Compliance Services for the **McCollam Play Structures Project**

Dear Marc Freitas:

The Solís Group (TSG) is pleased to submit this cost proposal to provide PLA administration and labor compliance services required for the above referenced project. Our cost proposal is summarized below and is based on project information provided by the District; significant change to this information may affect our fee.

Project Description	Construction Value	Duration (including closeout)	Monthly Fee	Life of Project Cost Estimate
McCollam Play Structures	$ 450,000	7	$ 1,340	$ 9,380
			TOTAL COST	**$ 9,380**

If actual construction (including punch list) and closeout go beyond the expected duration, we will examine the need for additional budget.

We appreciate the opportunity to serve the District. If you have any questions regarding this cost proposal, please contact the undersigned. Please send Notice-to-Proceed to Sabrina Cristi, Accounting Assistant, at scristi@thesolisgroup.com.

Sincerely,

Lina Gerpe
Marketing Pursuit Lead

The Solís Group
Serving our communities since 1992

Headquarters
3452 E Foothill Blvd / Suite 200
Pasadena, CA 91107 USA

P 626 685 6989
F 626 685 6985

May 23, 2024

Marc Freitas
Director of Bonds, Facilities, and Leases
Alum Rock Union School District
2930 Gay Avenue
San Jose, CA 95127

Re: Proposal to Provide Project Labor Agreement (PLA) Administration and Labor Compliance Services for the **Cassell Play Structure Project**

Dear Marc Freitas:

The Solís Group (TSG) is pleased to submit this cost proposal to provide PLA administration and labor compliance services required for the above referenced project. Our cost proposal is summarized below and is based on project information provided by the District; significant change to this information may affect our fee.

Project Description	Construction Value	Duration (including closeout)	Monthly Fee	Life of Project Cost Estimate
Cassell Play Structure	$ 450,000	7	$ 1,340	$ 9,380
			TOTAL COST	**$ 9,380**

If actual construction (including punch list) and closeout go beyond the expected duration, we will examine the need for additional budget.

We appreciate the opportunity to serve the District. If you have any questions regarding this cost proposal, please contact the undersigned. Please send Notice-to-Proceed to Sabrina Cristi, Accounting Assistant, at scristi@thesolisgroup.com.

Sincerely,

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May 23, 2024

Marc Freitas
Director of Bonds, Facilities, and Leases
Alum Rock Union School District
2930 Gay Avenue
San Jose, CA 95127

Re: Proposal to Provide Project Labor Agreement (PLA) Administration and Labor Compliance Services for the **LUCHA Play Structure Project**

Dear Marc Freitas:

The Solís Group (TSG) is pleased to submit this cost proposal to provide PLA administration and labor compliance services required for the above referenced project. Our cost proposal is summarized below and is based on project information provided by the District; significant change to this information may affect our fee.

Project Description	Construction Value	Duration (including closeout)	Monthly Fee	Life of Project Cost Estimate
LUCHA Play Structure	$ 450,000	7	$ 1,340	$ 9,380
			TOTAL COST	**$ 9,380**

If actual construction (including punch list) and closeout go beyond the expected duration, we will examine the need for additional budget.

We appreciate the opportunity to serve the District. If you have any questions regarding this cost proposal, please contact the undersigned. Please send Notice-to-Proceed to Sabrina Cristi, Accounting Assistant, at scristi@thesolisgroup.com.

Sincerely,

Lina Gerpe
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P 626 685 6989
F 626 685 6985

May 21, 2024

Marc Freitas
Director of Bonds, Facilities, and Leases
Alum Rock Union School District
2930 Gay Avenue
San Jose, CA 95127

Re: Revised Proposal to Provide Project Labor Agreement (PLA) Administration and Labor Compliance Services for the **Sanitary Line Replacement Project**

Dear Marc Freitas:

The Solís Group (TSG) is pleased to submit this cost proposal to provide PLA administration and labor compliance services required for the above referenced project. Our cost proposal is summarized below and is based on project information provided by the District; significant change to this information may affect our fee.

Project Description	Construction Value	Duration (including closeout)	Monthly Fee	Life of Project Cost Estimate
Sanitary Line Replacement at Multiple School Sites	$ 400,000	7	$ 1,340	$ 9,380
			TOTAL COST	**$ 9,380**

If actual construction (including punch list) and closeout go beyond the expected duration, we will examine the need for additional budget.

We appreciate the opportunity to serve the District. If you have any questions regarding this cost proposal, please contact the undersigned. Please send Notice-to-Proceed to Sabrina Cristi, Accounting Assistant, at scristi@thesolisgroup.com.

Sincerely,

Lina Gerpe
Marketing Pursuit Lead

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Pasadena, CA 91107 USA

P 626 685 6989
F 626 685 6985

May 21, 2024

Marc Freitas
Director of Bonds, Facilities, and Leases
Alum Rock Union School District
2930 Gay Avenue
San Jose, CA 95127

Re: Proposal to Provide Project Labor Agreement (PLA) Administration and Labor Compliance Services for the **Linda Vista Bus Stop Project**

Dear Marc Freitas:

The Solís Group (TSG) is pleased to submit this cost proposal to provide PLA administration and labor compliance services required for the above referenced project. Our cost proposal is summarized below and is based on project information provided by the District; significant change to this information may affect our fee.

Project Description	Construction Value	Duration (including closeout)	Monthly Fee	Life of Project Cost Estimate
Linda Vista Bus Stop	$ 60,000	3	$ 1,340	$ 4,020
			TOTAL COST	**$ 4,020**

If actual construction (including punch list) and closeout go beyond the expected duration, we will examine the need for additional budget.

We appreciate the opportunity to serve the District. If you have any questions regarding this cost proposal, please contact the undersigned. Please send Notice-to-Proceed to Sabrina Cristi, Accounting Assistant, at scristi@thesolisgroup.com.

Sincerely,

Lina Gerpe
Marketing Pursuit Lead

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Pasadena, CA 91107 USA

P 626 685 6989
F 626 685 6985

May 21, 2024

Marc Freitas
Director of Bonds, Facilities, and Leases
Alum Rock Union School District
2930 Gay Avenue
San Jose, CA 95127

Re: Revised Proposal to Provide Project Labor Agreement (PLA) Administration and Labor Compliance Services for the **Exterior Fencing Project**

Dear Marc Freitas:

The Solís Group (TSG) is pleased to submit this cost proposal to provide PLA administration and labor compliance services required for the above referenced project. Our cost proposal is summarized below and is based on project information provided by the District; significant change to this information may affect our fee.

Project Description	Construction Value	Duration (including closeout)	Monthly Fee	Life of Project Cost Estimate
Exterior Fencing Installation & Modifications at Multiple School Sites	$ 200,000	2	$ 1,340	$ 2,680
			TOTAL COST	**$ 2,680**

If actual construction (including punch list) and closeout go beyond the expected duration, we will examine the need for additional budget.

We appreciate the opportunity to serve the District. If you have any questions regarding this cost proposal, please contact the undersigned. Please send Notice-to-Proceed to Sabrina Cristi, Accounting Assistant, at scristi@thesolisgroup.com.

Sincerely,

Lina Gerpe
Marketing Pursuit Lead

The Solís Group
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3452 E Foothill Blvd / Suite 200
Pasadena, CA 91107 USA

P 626 685 6989
F 626 685 6985

May 21, 2024

Marc Freitas
Director of Bonds, Facilities, and Leases
Alum Rock Union School District
2930 Gay Avenue
San Jose, CA 95127

Re: Revised Proposal to Provide Project Labor Agreement (PLA) Administration and Labor Compliance Services for the **District Office HVAC Roof Replacement Project**

Dear Marc Freitas:

The Solís Group (TSG) is pleased to submit this cost proposal to provide PLA administration and labor compliance services required for the above referenced project. Our cost proposal is summarized below and is based on project information provided by the District; significant change to this information may affect our fee.

Project Description	Construction Value	Duration (including closeout)	Monthly Fee	Life of Project Cost Estimate
District Office HVAC Roof Replacement at Multiple Sites	$ 1,300,000	8	$ 1,340	$ 10,720
			TOTAL COST	**$ 10,720**

If actual construction (including punch list) and closeout go beyond the expected duration, we will examine the need for additional budget.

We appreciate the opportunity to serve the District. If you have any questions regarding this cost proposal, please contact the undersigned. Please send Notice-to-Proceed to Sabrina Cristi, Accounting Assistant, at scristi@thesolisgroup.com.

Sincerely,

Lina Gerpe
Marketing Pursuit Lead

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: May 28, 2024

Subject: **Resolution NO. 66-23/24**
Resolution Authorizing Application to the Director of Industrial Relations, State of California for a Certificate of Consent to Self-Insure Workers' Compensation Liabilities

Staff Analysis: To authorize the District for a certificate of consent to self-insure as a public agency employer self-insurer.

Recommendation: Staff recommends the Board of Trustees approve Resolution 66-23/24 Authorizing Application to the Director of Industrial Relations State of California for a Certificate of Consent to Self-Insure Workers' Compensation Liabilities.

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

To the Board of Trustees:

Recommend Approval

11.07
Agenda Placement

Meeting: June 13, 2024
Regular Board Meeting

Imee Almazan, Ed.D., Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

State of California
Department of Industrial Relations
Office of Self-Insurance Plans
11050 Olson Drive, Suite 230
Rancho Cordova,Ca. 95670
Phone (916) 464-7000
Fax (916) 464-7007

State of California
Department of Industrial Relations
OFFICE OF SELF-INSURANCE PLANS

APPLICATION FOR CERTIFICATE OF CONSENT TO SELF-INSURE AS A PUBLIC AGENCY EMPLOYER SELF-INSURER

All questions must be answered. If not applicable, enter "N/A".

To the Director of the Department of Industrial Relations: The public agency employer identified below submits the following information to obtain a Certificate of Consent to Self-Insure the payment of workers' compensation under California Labor Code Section 3700.

LEGAL NAME OF APPLICANT (Show exactly as on Charter or other official documents):

Alum Rock Union Elementary School District

Address: 2930 Gay Avenue

City: San Jose State: CA Zip + 4: 95127 -

Federal Tax ID # of Group: 77-0016360

CONTACT - Who Should Correspondence Regarding This Applicant Be Addressed To:

Name: Kolvira Chheng Title: Assistant Superintendent, Business Services

Company Name: Alum Rock Union Elementary School District

Address: 2930 Gay Ave.

City: San Jose State: CA Zip + 4: 95127 -

Phone: (408) 928-6847 E-Mail: Kolvira.Chheng@arusd.org

TYPE OF PUBLIC ENTITY (Check one):

☐ City and/or County ☑ School District ☐ Police and/or Fire District ☐ Hospital District
☐ Joint Powers Authority ☐ Other (describe):

TYPE OF APPLICATION (Check one):

☐ New Application ☐ Reapplication (Merger/Unification) ☐ Reapplication (Name Change)
☑ Other (describe): Joining PIPS

Date Self-Insurance Program will begin: 07/01/2024

CURRENT WORKERS' COMPENSATION PROGRAM

☐ Currently Insured with State Fund Policy # _____ Expiration Date: _____

☐ Currently Self Insured, Certificate # _____

☑ Other (describe): Fully Insured

CLAIMS ADMINISTRATION

Who will be administering your agency's workers' compensation claims? (Check one)

☐ JPA will administer

☑ Third Party Administrator, TPA Certificate # 062-13

☐ Public entity will self-administer ☐ Insurance Carrier will administer

Name of Third Party Administrator:

Name: Evie Camara Title: Claims Manager

Company Name: Keenan and Associates

Address: 1732 North First Street, Suite 100

City: San Jose State: CA Zip + 4: 95112 - _____

Phone: (408) 441-0876 E-Mail: ecamara@keenan.com

# of claims reporting locations to be used to handle Agency's claims: 1

Does applicant currently have a California Certificate of Consent to Self-Insure? ☐ Yes ☑ No

If yes, what is the current Certificate Number: _____

Total Number of Affiliate's California employees to be covered by Group: _____

AGENCY EMPLOYER

Current # of Agency Employees: 1,003 # of Public Safety Employees (police//fire): 0

If school District, # of certificated employees: 535

Will all Agency employees be covered by this self-insurance plan? ☑ Yes ☐ No

If 'No', explain who is not covered and how workers' compensation coverage will be provided to the excluded employees:

JOINT POWERS AUTHORITY

Will applicant be a member of a JPA for workers' compensation ?

☐ Yes ☑ No (If 'yes', complete the following)

Effective date of JPA Membership: _____ JPA Certificate # _____

Name of JPA: _____

AGENCY SAFETY PROGRAM

Does the Agency have a written Injury and Illness Prevention Program (IIPP)? ☑ Yes ☐ No

Individual responsible for Agency workplace safety and IIPP program:

Name: Cesar Torrico Title: Assistant Superintendent, HR

Company Name: Alum Rock Union Elementary School District

Address: 2930 Gay Ave.

City: San Jose State: CA Zip + 4: 95127 - _____

Phone: (408) 928-6812 E-Mail: Cesar.Torrico@arusd.org

SUPPLEMENTAL COVERAGE

1.) Will your program be supplemented by any insurance or pooled coverage under a **STANDARD** workers' compensation insurance policy? ☐ Yes ☑ No (If 'Yes', complete the following):

Name of Excess Pool/Carrier: _____

Policy #: _____ Effective Date of Coverage: _____

2.) Will your program be supplemented by any insurance or pooled coverage under a **SPECIFIC EXCESS** workers' compensation insurance policy? ☑ Yes ☐ No (If 'Yes', complete the following):

Name of Excess Pool/Carrier: Protected Insurance Programs for Schools

Policy #: N/A Effective Date of Coverage: 07/01/2024

Retention Limits: $zero

3.) Will your program be supplemented by any insurance or pooled coverage under an **AGGREGATE EXCESS** (stop loss) specific excess workers' compensation insurance policy? ☐ Yes ☑ No (If 'Yes', complete the following):

Name of Excess Pool/Carrier: _____

Policy #: _____ Effective Date of Coverage: _____

Retention Limits: _____

RESOLUTION FROM GOVERNING BOARD

Attach a properly executed Governing Board Resolution. See attached sample resolution on page 5.

CERTIFICATION

The undersigned on behalf of the applicant hereby applies for a Certificate of Consent to Self-Insure the payment of workers' compensation liabilities pursuant to Labor Code Section 3700. The above information is submitted for the purpose of procuring said Certificate from the Director of Industrial Relations, State of California. If the Certificate is issued, the applicant agrees to comply with applicable California statutes and regulations pertaining to the payment of compensation that may become due to the applicant's employees covered by the Certificate.

X_____ DATE: _____

SIGNED: Authorized Official / Representative

_____

Printed Name

_____

Title

_____

Agency Name

RESOLUTION NO.: 66-23/24 DATED: 06/04/2024

**A RESOLUTION AUTHORIZING APPLICATION
TO THE DIRECTOR OF INDUSTRIAL RELATIONS, STATE OF CALIFORNIA
FOR A CERTIFICATE OF CONSENT TO SELF-INSURE
WORKERS' COMPENSATION LIABILITIES**

At a meeting of the Alum Rock Union Elementary School District Board of Trustees
(Enter Name of the Board)

of the Alum Rock Union Elementary School District
(Enter Name of Public Agency, District, Etc.)

a School District
(Enter Type of Agency, i.e., County, City, School District, etc.) organized and existing under the

laws of the State of California, held on the 13 day of June, 2024,

the following resolution was adopted:

RESOLVED, that the above named public agency is authorized and empowered to make application to the Director of Industrial Relations, State of California, for a Certificate of Consent to Self-Insure workers' compensation liabilities and representatives of Agency are authorized to execute any and all documents required for such application.

IN WITNESS WHEREOF: I HAVE SIGNED AND AFFIXED THE AGENCY SEAL.

X _____ DATE: _____
SIGNED: Board Secretary or Chair

_____
Printed Name

_____
Title

Affix Seal Here

_____
Agency Name

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: **June 13, 2024**

Subject: **Approve/Ratify Notices of Employment and Changes of Status/June 13, 2024**

Staff Analysis: This item includes recommendations such as new hires, leaves of absence, or other changes in employee status.

Recommendation: Staff recommends the Board of Trustees approval of the hiring of any new employee, and any change of status for existing employees.

Submitted by: Cesar Torrico Title: Asst. Superintendent, Human Resources

Approved by: Cesar Torrico CT Title: Asst. Superintendent, Human Resources

To the Board of Trustees: Meeting: June 13, 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:_____

CLASSIFIED PERSONNEL – June 13, 2024

CLASSIFIED OFFERS OF EMPLOYMENT:

I. New Employee:

1.	Castro Reyes, Yessika	Child Nutrition Assistant II/Ocala	05/13/2024
2.	Espinosa Avalos, Adrian	Maintenance Worker II/Facilities	05/01/2024
3.	Sanchez, Alma	Substitute Assignment Assistant/Human Resources	05/14/2024
4.	Serrano, Katia Maria	Child Nutrition Assistant II/Renaissance II	05/13/2024
5.	Virelas, Crystal	Campus Paraeducator/Adelante I	05/13/2024

II. Retirement:

1.	Jamison, Cecilia	Child Nutrition Assistant II/Russo McEntee Academy	06/07/2024

III. Contracted Employees:

1.	Cervantes, Rogelio	Director Mariachi Program/Music Department	06/17/2024-07/31/2024
2.	Cheng, Shu-hua	Instructor AR Summer Jazz Camp/VAPA	06/17/2024-07/31/2024
3.	Chisler, Dave	Instructor AR Summer Jazz Camp/VAPA	06/17/2024-07/31/2024
4.	Fitzhugh, John	Instructor AR Summer Jazz Camp/VAPA	06/17/2024-07/31/2024
5.	Lohngoen, Katya	Instructor AR Summer Jazz Camp/VAPA	06/17/2024-07/31/2024
6.	Lovejoy, Christine	Instructor AR Summer Jazz Camp/VAPA	06/17/2024-07/31/2024
7.	Nguyen, Huy N	Vietnamese Translator/State & Federal	07/01/2024-06/30/2025
8.	Paulson, Marian	Instructor AR Summer Jazz Camp/VAPA	06/17/2024-07/31/2024
9.	Posner, Charles	Instructor AR Summer Jazz Camp/VAPA	06/17/2024-07/31/2024
10.	Ramos, Juan Manuel	Director Mariachi Program/Music Department	06/17/2024-07/31/2024
11.	Ramos, Zaida	Director Mariachi Program/Music Department	06/17/2024-07/31/2024
12.	Sanchez, Clayton	Instructor AR Summer Jazz Camp/VAPA	06/17/2024-07/31/2024
13.	Vega, Benjamin	Instructor AR Summer Jazz Camp/VAPA	06/17/2024-07/31/2024
14.	Woo, Thomas	Instructor AR Summer Jazz Camp/VAPA	06/17/2024-07/31/2024

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT-
HUMAN RESOURCES DEPARTMENT
MEETING OF THE BOARD OF TRUSTEES
June 13, 2024

CERTIFICATED OFFER OF EMPLOYMENT:

I. **Substitute Residential Teacher Contracts:**

1. Faines, Anna		05/01/2024-06/06/2024
2. Landin, Tania		05/01/2024-06/06/2024

II. Short-Term Student Counselor Services Agreement

1. Bonilla, Bernise		06/14/2024-06/30/2025
2. Castaneda, Manuel		02/01/2024-06/30/2024
3. De Blas, Ana Zahra Exxine		06/14/2024-06/30/2025
4. Eagle, James		06/14/2024-06/30/2025

III. **Contracts:**

1. Albert, Samantha	Assoc M.F.T./Special Education Dept.	07/01/2024-06/30/2025
2. Loia, Tiffany	New Teacher Support/Special Education Dept.	07/01/2024-06/30/2025
3. Qin, Jie	Registered Nurse/Special Education Dept.	07/01/2024-06/30/2025
4. Wesson, Nicole	School Psychologist/Special Education Dept.	08/01/2024-06/30/2025

CERTIFICATED CHANGES OF STATUS:

IV. Retirement:

1. Overholt, Lisa	1/Russo-Mcentee Academy	06/06/2024
2. Renteria, Theresa	2/Cassell Elementary	06/07/2024
3. Wang, Stacy	From 2023/24 PLOA	03/20/2024

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. Anderson, Allison	.30 FTE/Special Education Department	07/01/2024-06/30/2025
2. Arias-Cuevas, Sofia	.80 FTE/3/Lyndale Elementary	07/01/2024-06/30/2025
3. Habun, Sharine	PLOA Extension	07/01/2024-06/30/2025
4. Jacinto, Loreliz	.20 FTE/Speech Therapist	07/01/2024-06/30/2025
5. Moeller, Kristin	.20 FTE/3/Lyndale Elementary	07/01/2024-06/30/2025
6. Quezada, Gabriela	K/Aptitud Academy	07/01/2024-06/30/2025
7. Thralls, Gregory	Science/Renaissance Academy II	07/01/2024-06/30/2025

VII. Resind .20 FTE Personal Leave of Absence:

1. Soriano, Shayne	SDC/Russo/McEntee Academy	07/01/2024-06/30/2025

VIII. **Variable Term Credential Waiver Renewal:**

1. Arreola, Luis	Administrative Services Credentialing Program	
2. Estrada, Annette	Administrative Services Credentialing Program	
3. Jimenez, Suyen	Administrative Services Credentialing Program	
4. Michel, Rene	Administrative Services Credentialing Program	
5. White, Kelsey	Administrative Services Credentialing Program	

IX. Release from Contract:

1. Mai, Tina	06/30/2024
2. Tran, Donny	06/30/2024

X. Certificated Administrative Changes

1. Burt, Kristin	from Coordinator, Early Learning to Principal on Special Assignment	07/01/2024

11.09

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: **June 13, 2024**

Subject: **Approve CSEA and AREA Calendars for 2024-2025**

Staff Analysis: District administration met with CSEA and AREA 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: Cesar Torrico Title: Asst. Superintendent, Human Resources

Approved by: Cesar Torrico Title: Asst. Superintendent, Human Resources

To the Board of Trustees: Meeting: June 13, 2024
Regular Board Meeting

Recommend Approval

11.09
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
AREA 2024/2025

0 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

17 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

19 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*				

9/2 Labor Day

9/30 Fall Break

22 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	

10/1 Fall Break

15 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

11/11 Veteran's Day

11/28 Thanksgiving Day

14 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

19 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

15 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

20 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)

17 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

21 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

5 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

▭ Legal Holiday

⬭ Local Holiday

* Students Not In Attendance

✸ Starting/Ending Dates for Students

✦ Mandatory Teacher Work Days Teacher Professional Development Days

■ 180 Student Instructional Days

184 Teacher Work Days

★ New Teacher Institute

Board Approval:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

CSEA 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

8 /1 Admin. Asst. Training

8/2 Office Asst. Training

8/12 Para In-service

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

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* NWD	9* NWD	10* NWD	11* NWD
14	15	16	17	18
21	22	23	24	25
28	29	30		

4/7-8 Spring Break

4/8-11 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

	Legal Holiday
⬭	Local Holiday
*	Students Not In Attendance
✸	Starting/Ending Dates for Students

✦	1st & Last Day for School Admin. Asst.'s
★	1st & Last Day for School Office Asst.'s
◆	Clerical In-service
●	Paraeducator In-Service / 1st Day

Board Approval:

11.10

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: Current Enrollment.

Information Only

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

To the Board of Trustees: Meeting: June 13, 2024
Regular Board Meeting

Information Only

11.10
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 May 31, 2024 4:00:22 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	0	23	57	54	51	62	55	60	45	52	32	**491**	0	491	0	491
Adelante 2 K-8	0	19	46	41	43	47	42	41	31	16	18	**344**	0	344	0	344
Aptitud K-8	0	14	31	28	41	46	45	55	49	54	48	**411**	7	418	0	418
Cassell ES	0	20	26	35	49	39	40	41	0	0	0	**250**	16	266	0	266
Chavez ELC	3	24	32	0	0	0	0	0	0	0	0	**59**	0	59	24	83
Cureton ES	0	11	33	36	38	41	38	53	0	0	0	**250**	20	270	0	270
Dorsa ES	1	18	26	40	47	51	58	46	0	0	0	**287**	23	310	0	310
Hubbard K-8	1	21	45	36	39	48	44	44	64	49	53	**444**	0	444	9	453
Linda Vista ES	1	23	63	72	69	75	62	80	0	0	0	**445**	23	468	10	478
LUCHA ES	2	15	24	32	38	41	49	38	0	0	0	**239**	0	239	0	239
Lyndale ES	3	19	25	51	46	45	34	47	0	0	0	**270**	21	291	30	321
McCollam ES	2	22	52	56	56	53	67	60	0	0	0	**368**	38	406	0	406
Meyer ES	2	19	39	33	40	29	46	40	0	0	0	**248**	22	270	12	282
Painter ES	1	30	58	46	54	52	48	36	0	0	0	**325**	0	325	0	325
Russo McEntee ES	1	18	44	42	42	47	51	46	0	0	0	**291**	29	320	0	320
Ryan ES	0	23	39	29	43	44	52	38	0	0	0	**268**	14	282	0	282
San Antonio ES	2	11	41	61	49	48	65	74	0	0	0	**351**	11	362	0	362
George MS	0	0	0	0	0	0	0	0	107	140	119	**366**	0	366	0	366
Ocala MS	0	0	0	0	0	0	0	0	137	139	127	**403**	10	413	0	413
Renaissance 1 MS	0	0	0	0	0	0	0	0	120	115	131	**366**	14	380	0	380
Renaissance 2 MS	0	0	0	0	0	0	0	0	101	107	122	**330**	8	338	0	338
Sheppard MS	0	0	0	0	0	0	0	0	158	154	164	**476**	8	484	0	484
Home/Hosp	0	0	0	0	0	1	0	1	1	1	1	**5**	0	5	0	5
	19	**330**	**681**	**692**	**745**	**769**	**796**	**800**	**813**	**827**	**815**	**7287**	**264**	**7551**	**85**	**7636**

11.11

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Board of Trustees:

Subject: **Resolution # 62-23/24 Inventory Disposal**

Staff Analysis:
Authorize the sale, donation, and/or disposal of surplus property under the direction of the Procurement Manager, Assistant Superintendent of Business Services and/or Superintendent.

Recommendation:
Staff recommends approval of the sale, donation and/or disposal, of surplus property listed on the attached sheet(s) dated June 13, 2024.

Prepared by: Minh Tang JD for MT Title: Procurement Manager

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

To the Board of Trustees: Meeting: June 13, 2024

Recommend Approval

11.11

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
OF
SANTA CLARA COUNTY, STATE OF CALIFORNIA

RESOLUTION # 62-23/24
SALE, DONATION - AND/OR DISPOSAL OF SURPLUS PROPERTY

WHEREAS, Education Code 39520 authorizes the sale for cash of any property belonging to the District if the property is not required for school purposes, or it should be disposed for the purpose of replacement, or it is unsatisfactory or not suitable for school use.

WHEREAS, Education Code 39520 and 39521 provides procedures to implement such a sale, public or private, conducted by staff;

WHEREAS, Education Code 39521 provides for donations to charitable organizations or disposal if property is of insufficient value to defray costs of arranging a sale;

NOW, THEREFORE, BE IT RESOLVED, that this Board does hereby authorize such a sale, donation, and/or disposal of surplus property, under the direction of the Procurement Manager, Assistant Superintendent of Business Services, and /or Superintendent.

PASSED AND ADOPTED this 13th day of June 2024, by the Board of Trustees of the Alum Rock Union Elementary School District, County of Santa Clara, and State of California.

Ayes_____ Noes_____ Absent_____ Abstain_____

Board of Trustees:

Corina Herrera-Loera, Board President _____

Andrés Quintero, Board Vice President _____

Andrea Flores Shelton, Board Clerk _____

Linda Chavez, Board Member _____

Minh Pham, Board 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 June 13, 2024.

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

ITSS SURPLUS EQUIPMENT DISPOSAL

DATE: JUNE 13, 2024

CHROMEBOOKS	SERIAL	TAG
ACER C731	NXGM8AA0017132987E7600	N/A
ACER C730	NXGC1AA0026281B27E7600	N/A
ACER C740	NXEF2AA0025300F36D7600	2010894
ACER C740	NXEF2AA002528019767600	2010875
HP G6	5CD90763J2	IT02939
HP G6	5CD9118T0Q	IT03320
HP G6	5CD90764ZK	IT03099
HP G6	N/A	IT03306
HP G6	N/A	IT03180
HP G6	N/A	IT02975
HP G6	N/A	IT03041
HP G6	N/A	IT00299
HP G6	N/A	IT03715
HP G6	N/A	IT03249
HP G6	N/A	IT03398
HP G6	N/A	IT03441
HP G6	N/A	IT00055
HP G6	N/A	IT03698
HP G6	N/A	IT03373
HP G6	N/A	IT02978
HP G6	N/A	IT03171
HP G6	N/A	IT03529
HP G6	N/A	IT00294
HP G6	N/A	IT03100
HP G6	N/A	IT03479
HP G6	N/A	IT03187
HP G6	N/A	IT03834
HP G6	N/A	IT00035
HP G6	N/A	IT03194
HP G6	N/A	IT03798
HP G6	5CD93393KW	N/A
HP G6	5CD9100SD9	N/A
HP G8	N/A	IT06204
HP G8	N/A	IT06235
HP G8	5CD052HS74	N/A
HP G8	5CD0525NH6	N/A
ACER C721	NXHBNAA00102113E667600	IT05039
HP CHROMEBOOK 11 G4	5CDD620085H	N/A
LENOVO 100E GEN 2	YX01Q6AW	IT09956
ACER C740	NXEF2AA002530141DD7600	N/A
ACER C740	NXEF2AA00255201AD47600	N/A
ACER C731	NXGM8AA0068500A8A87600	N/A

HP G6	5CD9328Q23	IT03207
	N/A	N/A
HP G6	N/A	IT03810
HP G6	N/A	IT03292
HP G6	81207639576	N/A
HP G6	N/A	IT00226
HP G6	N/A	IT00732
HP G6	N/A	IT00270
HP G6	N/A	IT00591
HP G6	N/A	IT06685
HP G6	N/A	IT03392
HP G6	N/A	IT06095
HP G6	N/A	IT00324
HP G6	N/A	IT03305
HP G6	N/A	IT00595
HP G6	N/A	IT06294
HP G6	N/A	IT06145
HP G6	N/A	IT06842
HP G6	N/A	IT06891
HP G6	N/A	IT06684
HP G6	N/A	IT09813
HP G6	N/A	IT03813
HP G6	N/A	IT03808
HP G6	N/A	IT06585
HP G6	N/A	IT06327
HP G6	N/A	IT06588
HP G6	N/A	IT06788
HP G6	N/A	IT06380
HP G6	N/A	IT06074
HP G6	N/A	IT06471
HP G6	N/A	IT04775
HP G6	N/A	IT04787
HP G6	N/A	IT04753
HP G6	N/A	IT06084
HP G6	N/A	IT04752
HP G6	N/A	IT07001
HP G6	N/A	IT06322
HP G6	N/A	IT06934
HP G6	N/A	IT06784
HP G6	N/A	IT06770
HP G6	N/A	IT04767
HP G6	N/A	IT00581
HP G6	N/A	IT00695
HP G6	N/A	IT04781
HP G6	N/A	IT06954
HP G6	N/A	IT00649
HP G6	N/A	IT08499
HP G6	N/A	IT00131
HP G6	N/A	IT06984
HP G6	N/A	IT06786
HP G6	N/A	IT06775
HP G6	N/A	IT06835
HP G6	N/A	IT00248
HP G6	N/A	IT06816
HP G6	N/A	IT00325

HP G6	N/A	IT00251
HP G6	N/A	IT00402
HP G6	N/A	IT07002
HP G6	NXHBNAA0010210DE6F7600	N/A
HP G6	N/A	IT00259
HP G6	N/A	IT06484
HP G6	N/A	IT06961
HP G6	N/A	IT00255
	N/A	IT12864
	N/A	IT12856
DELL	N/A	IT09021
ACER	N/A	IT00470
HP	N/A	IT03473
DELL	N/A	IT09056
100E GEN3	N/A	IT12819
100E GEN3	N/A	IT12693
HP G8	N/A	IT06787
ACER C721	N/A	IT04748
100E GEN3	N/A	IT12930
100E GEN3	N/A	IT12960
100E GEN3	N/A	IT13016
100E GEN3	N/A	IT11900
ACER C721	N/A	IT04780
100E GEN3	N/A	IT14014
100E GEN3	N/A	IT13007
HP G8	N/A	IT06916
100E GEN3	N/A	IT12727
100E GEN3	N/A	IT13033
100E GEN3	N/A	IT12830
100E 2GEN	N/A	IT09810
HP G8	N/A	IT06769
HP G8	N/A	IT07003
HP G8	N/A	IT06979
HP G8	N/A	IT06317
HP G8	N/A	IT06919
HP G8	N/A	IT06996
HP G8	N/A	IT06983
HP G8	N/A	IT06986
100E 2GEN	N/A	IT04749
DELL XPS	N/A	2009733
100E 2GEN	N/A	IT04754
HP G8	N/A	IT06683
HP G8	N/A	IT06889
HP G6	N/A	IT03042
HP G6	N/A	IT00321
HP G6	N/A	IT02896
100E GEN2	N/A	IT04177
100E GEN2	N/A	IT04139
100E GEN2	N/A	IT04137
100E GEN2	N/A	IT04201
100E GEN2	N/A	IT04163
100E GEN2	N/A	IT04147
100E GEN2	N/A	IT04175
100E GEN2	N/A	IT04164
100E GEN2	N/A	IT04157

100E GEN2	N/A	IT04144
100E GEN2	N/A	IT04101
100E GEN2	N/A	IT04153
100E GEN2	N/A	IT04126
100E GEN2	N/A	IT04184
100E GEN2	N/A	IT04183
HP G8	N/A	IT06321
100E GEN3	N/A	IT13914
ACER C731	N/A	IT00678
ACER C731	NXGM8AA00181402CD87600	IT00660
ACER C731	NXGM8AA006850041587600	N/A
ACER C731	NXGM8AA00685009F037600	N/A
ACER C731	NXGM8AA00181212A507600	N/A
ACER C731	NXGM8AA001809128BC7600	N/A
ACER C731	N/A	IT00591
ACER C731	NXGM8AA001749144F07600	IT00732
ACER C731	NXGM8AA00181402D157600	N/A
ACER C731	N/A	IT00700
ACER C731	N/A	IT00584
ACER C731	N/A	IT00672
ACER C731	NXGM8AA001812129197600	IT00654
ACER C731	N/A	IT00553
ACER C731	NXGM8AA006850041C87600	IT00571
ACER C731	NXGM8AA001809128A27600	N/A
ACER C731	NXGM8AA0018090FB067600	N/A
ACER C731	NXGM8AA001809128D47600	N/A
ACER C731	N/A	IT00582
ACER C731	NXGM8AA006850041E37600	N/A
ACER C731	N/A	IT00543
ACER C731	NXGM8AA006850041747600	N/A
ACER C731	NXGM8AA00181402AB87600	N/A
ACER C731	NXGM8AA001809128CA7600	N/A
ACER C731	NXGM8AA001809128ED7600	N/A
ACER C731	NXGM8AA00181212A6B7600	N/A
ACER C731	NXGM8AA001813149577600	N/A
ACER C731	NXGM8AA006850041C27600	N/A
ACER C731	NXGM8AA001749145D37600	N/A
ACER C731	NXGM8AA00181402CD67600	N/A
ACER C731	NXGM8AA001809128CE7600	N/A
ACER C731	N/A	IT00675
ACER C731	NXGM8AA0017491463A7600	N/A
ACER C731	N/A	IT00605
ACER C731	N/A	IT00541
ACER C731	N/A	N/A
ACER C731	N/A	N/A
ACER C731	NXGM8AA00174913D167600	N/A
ACER C731	NXGM8AA001749143B47600	N/A
ACER C731	NXGM8AA001809128EB7600	N/A
ACER C731	NXGM8AA001809128A97600	N/A
ACER C731	NXGM8AA00181402CB77600	N/A
ACER C731	NXGM8AA006850041CE7600	N/A
ACER C731	N/A	IT00719
ACER C731	NXGM8AA001809128E27600	N/A
ACER C731	N/A	IT00583
ACER C731	N/A	IT00595

ACER C731	N/A	IT00611
ACER C731	N/A	IT00671
ACER C731	N/A	IT00612
ACER C731	N/A	IT00692
ACER C731	N/A	IT00673
ACER C731	N/A	IT00588
ACER C731	N/A	IT00540
ACER C731	NXGM8AA006850041D47600	N/A
ACER C731	N/A	IT00549
ACER C731	NXGM8AA001812129997600	N/A
ACER C731	N/A	IT00552
ACER C731	N/A	IT00613
ACER C731	NXGM8AA00181212C7A7600	IT00655
ACER C731	NXGM8AA00181212A447600	N/A
ACER C731	N/A	IT00597
ACER C731	NXGM8AA001749144717600	IT00734
ACER C731	NXGM8AA001733142BA7600	N/A
ACER C731	NXGM8AA00173310BCE7600	N/A
ACER C731	NXGM8AA001733182857600	N/A
ACER C731	NXGM8AA001733182517600	N/A
ACER C731	NXGM8AA001733164357600	N/A
ACER C731	NXGM8AA0017331821C7600	N/A
ACER C731	NXGM8AA0017300F7BA7600	N/A
ACER C731	NXGM8AA001733182B07600	N/A
ACER C731	NXGM8AA001733182A27600	N/A
LENOVO 100E GEN2	N/A	IT09916
LENOVO 100E GEN2	N/A	IT09896
LENOVO 100E GEN2	N/A	IT09993
HP G6	N/A	IT03371
HP G6	N/A	IT00037
HP G6	N/A	IT03064
HP G6	5CD9118T3J	N/A
ACER C731	NXGM8AA0018130F3F27600	N/A
ACER C731	NXGM8AA001813149E07600	N/A
ACER C731	NXGM8AA00181402BE37600	N/A
LAPTOPS	**SERIAL**	**TAG**
HP MT40	CNU4039PLJ	2007154
HP MT40	CNU402C59N	2007829
HP MT40	7KQN162	2009904
HP MT40	897Q162	2009711
HP MT40	DC8H162	2009616
HP MT40	228Q162	2009625
HP MT40	7K7N162	2009905
HP MT40	8BGL162	2009504
HP MT40	44MH162	2009702
HP MT40	FTQK162	2009886
HP MT40	G6LG162	2009928
HP MT40	N/A	2009895
HP MT40	6N3H162	2010017
HP MT40	34MK162	2009552
LATITUDE 3180	FYXNQN2	N/A
LATITUDE 3180	YD06FRAQYDN0B8C22019	N/A
HP MT40	CNU3449VHM	N/A
APPLE MACBOOK A1342	N/A	2000028
LENOVO THINKPAD	N/A	001000207

LENOVO THINKPAD	N/A	001000303
LENOVO THINKPAD	6100000283	N/A
LENOVO THINKPAD	6100000263	001000304
LENOVO THINKPAD	6100000253	001000240
LENOVO THINKPAD	6100000258	N/A
LENOVO THINKPAD	6100000252	001000221
LENOVO THINKPAD	08UBQW	N/A
LENOVO THINKPAD	08UBTV	N/A
LENOVO THINKPAD	N/A	001000313
LENOVO THINKPAD	6100000257	001000284
LENOVO THINKPAD	08UBQ6	N/A
LENOVO THINKPAD	N/A	001000200
LENOVO THINKPAD	08UBUR	N/A
LENOVO THINKPAD	6100000262	1000242
LENOVO THINKPAD	6100000259	N/A
LENOVO THINKPAD	6100000260	1000198
LENOVO THINKPAD	6100000254	1000143
LENOVO THINKPAD	6100000272	N/A
LENOVO THINKPAD	6100000291	N/A
LENOVO THINKPAD	N/A	1000184
LENOVO THINKPAD	08UBS5	N/A
LENOVO THINKPAD	08UBTM	N/A
LENOVO THINKPAD	08UBR2	N/A
LENOVO THINKPAD	08UBTT	1000263
LENOVO THINKPAD	6100000251	1000244
LENOVO THINKPAD	6100000269	N/A
LENOVO THINKPAD	6100000267	1000181
LENOVO THINKPAD	6100000268	1000250
LENOVO THINKPAD	6100000270	1000254
LENOVO THINKPAD	6100000289	N/A
LENOVO THINKPAD	6100000288	1000259
LENOVO THINKPAD	6100000273	1000170
LENOVO THINKPAD	6100000285	N/A
LENOVO THINKPAD	6100000266	N/A
LENOVO THINKPAD	6100000281	1000201
LENOVO THINKPAD	6100000280	N/A
LENOVO THINKPAD	6100000271	N/A
LENOVO THINKPAD	08UBS3	N/A
LENOVO THINKPAD	08UBRP	N/A
LENOVO THINKPAD	6100000279	1000056
LENOVO THINKPAD	08UBTD	N/A
LENOVO THINKPAD	08UBUD	N/A
LENOVO THINKPAD	6100000265	1000209
LENOVO THINKPAD	6100000278	1000228
LENOVO THINKPAD	6100000290	N/A
LENOVO THINKPAD	6100000274	1000203
LENOVO THINKPAD	6100000275	N/A
LENOVO THINKPAD	6100000277	001000299
LENOVO THINKPAD	6100000276	
LENOVO THINKPAD	6100000292	N/A
LENOVO THINKPAD	6100000264	1000274
LENOVO THINKPAD	6100000284	N/A
LENOVO THINKPAD	6100000286	1000314
LENOVO THINKPAD	6100000287	1000241
LENOVO THINKPAD	6100000255	1000224

LENOVO THINKPAD	6100000256	N/A
ACER P215-52	2000004949	1000000126
ACER P215-52	NXVLLAA0020342DD527600	1000000119
ACER P215-52	NXVLLAA0020342DD587600	1000000123
ACER P215-52	NXVLLAA0020342DD287600	1000000147
DELL LATITUDE E5430	64FGTZ1	2002864
ACER X349	NXVDFAA008746036027200	2013402
ACER X349	NXVDFAA008746036677200	2013406
ACER X349	NXVDFAA008702021C77200	2013405
DELL LATITUDE D430	CN0KJ4101296185C2127	N/A
DELL LATITUDE E5410	9PG43N1	16642
DELL XPS 9343	GQ0F162	2009890
DELL XPS 9343	1MNL162	2009902
DELL XPS 9343	84KN162	2009911
DELL XPS 9343	452G162	2009916
DELL XPS 9343	JMZJ162	2009901
DELL XPS 9343	3TGM162	2009662
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DELL XPS 9343	H66F162	2009741
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DELL XPS 9343	44MH162	2009702
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DELL XPS 9343	G6LG162	2009928
DELL XPS 9343	BDZJ162	2009735
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DELL XPS 9343	34MK162	2009552
DELL XPS 9343	JKKG162	2009597
DELL XPS 9343	G7MH162	2010075
DELL XPS 9343	BHDQ162	2009933
DELL XPS 9343	CRWN162	2009927
DELL XPS 9343	291L162	2010033
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DELL XPS 9343	21PP162	2009964
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DELL XPS 9343	GGZM162	2010026
DELL XPS 9343	GM8K162	2009808
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DELL XPS 9343	6VYL162	2009557
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DELL XPS 9343	2MZJ162	2009740
DELL XPS 9343	FVQK162	2010036
DELL XPS 9343	8J8K162	2009730
DELL XPS 9343	BHRG162	2010050
DELL XPS 9343	DB1L162	2010076
DELL XPS 9343	G0TM162	2009977
DELL XPS 9343	3NMH162	2009673
DELL XPS 9343	218G162	2009900
DELL XPS 9343	4QWK162	2010024
DELL XPS 9343	BW0F162	2009809
DELL XPS 9343	D32G162	2009994
DELL XPS 9343	HLGH162	2009775
DELL XPS 9343	8ZGM162	2009920
DELL XPS 9343	BXQK162	2009558
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DELL XPS 9343	4FHP162	2009880
DELL XPS 9343	2WFK162	2009522
DELL XPS 9343	H2MK162	2009738
DELL XPS 9343	1FTH162	2009660
DELL XPS 9343	6H7Q162	2009988
DELL XPS 9343	HY6Q162	2009715
DELL XPS 9343	5G6F162	2009869
DELL XPS 9343	4D3K162	2009657
DELL XPS 9343	J43N162	2009885
DELL XPS 9343	F43K162	2009768
DELL XPS 9343	4NGM162	2009508
DELL XPS 9343	HMKG162	2009613
DELL XPS 9343	5D1L162	2009506
DELL XPS 9343	GWSH162	N/A
DELL XPS 9343	462NPQ2	N/A

DELL XPS 9343	6RCJ162	N/A
DELL XPS 9343	F53K162	N/A
TABLETS	**SERIAL**	**TAG**
APPLE A1822	F9FTVHQVHLFC	N/A
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APPLE A1893	DMPWNLJUJF8K	N/A
APPLE A1822	F9FTVHEFHLFC	N/A
APPLE A1893	DMPWKXFLJF8K	N/A
APPLE A1893	DMPWNH0TJF8K	N/A
APPLE A1893	DMPWN9C5JF8K	N/A
APPLE A1822	FFLC102FHLFC	N/A
APPLE A1893	DMPWP4S7JF8K	N/A
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APPLE IPAD MINI	DLXSMJ3VGHKJ	N/A
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APPLE IPAD MINI	DLXSMAKLGHKJ	N/A
APPLE IPAD MINI	DLXSM9YTGHKJ	N/A
APPLE IPAD MINI	DLXSMHPGGHKJ	N/A
APPLE IPAD MINI	DLXSMBKMGHKJ	N/A
APPLE IPAD MINI	DLXSMJ88GHKJ	N/A
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APPLE IPAD MINI	DLXSMA2UGHKJ	N/A
APPLE IPAD MINI	DLXSM9GQGHKJ	N/A
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APPLE IPAD MINI	DLXSMARUGHKJ	N/A
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APPLE IPAD MINI	DLXSMA2NGHKJ	N/A
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APPLE IPAD MINI	DLXSMAKYGHKJ	N/A
APPLE IPAD MINI	DLXSMJ2TGHKJ	N/A
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APPLE IPAD MINI	DLXSMA3KGHKJ	N/A
APPLE IPAD MINI	DLXSMA5GGHKJ	N/A
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APPLE IPAD MINI	DLXSMHPWGHKJ	N/A
APPLE IPAD MINI	DLXSMA32GHKJ	N/A
APPLE IPAD MINI	DLXSMHP7GHKJ	N/A
APPLE IPAD MINI	DMPR30R9FCM8	N/A
APPLE IPAD MINI	DLXSMJ1TGHKJ	N/A
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HITACHI CP-X2514WN	F2CU06524	2000610
HITACHI CP-X2011WN	F0GU05406	00016339
HITACHI CP-X306	F9A006356	N/A
HITACHI CP-X809	G9I001602	N/A
MISC	**SERIAL**	**TAG**

ACTIVSLATE	0815024070	N/A
HP LASERJET 1300N	CNCB158012	10110
APOLLO 3400 TERMINATOR	03060024021	N/A
EIKI 5090A TAPE RECORDER	N/A	N/A
HP LASERJET P3005N	CNJ1R79841	00013104
ALPHASMART NEO2	NEO2-AA-0902-08517-FC	N/A
MONITORS	**SERIAL**	**TAG**
14"	N/A	N/A
15"	N/A	N/A
15"	N/A	N/A
19"	N/A	N/A
19"	N/A	N/A
19"	N/A	N/A
19"	N/A	N/A

11.12

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 June 13, 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 YD for MT Title: Procurement Manager

To the Board of Trustees: Meeting: June 13, 2024
Regular Board Meeting

Recommend Approval

11.12
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 Barbara Campbell	04/01/2024-06/30/2025	Santa Clara County Office of Education	No Cost	SCCOE will provide a County Wide Agreement with Santa Clara Valley Water District to provide in-class or virtual educational presentations to explore concepts of water supply, usage conservation, and pollution prevention, which aligns with state curriculum standards. Funding: General
Human Resources Cesar Torrico	08/01/2024-06/15/2029	San Francisco State University	No Cost	Student Internship Placement Agreement- To provide practical experience to SFSU students enrolled in nursing, health sciences and para-professional training and degree programs. Funding: NA
Human Resources Cesar Torrico	07/01/2024-06/30/2029	San Francisco State University	$1,000.00 per intern. NTE 5 interns.	Student Internship Placement Agreement- SF State has a Multiple and Single Subject Credential Program that has admitted students with internship credentials that will be serving as teachers in the District. Funding: General
Human Resources Cesar Torrico	07/01/2024-06/30/2029	San Jose State University	No Cost	Internships allow an individual to complete the preparation program while employed in a public school setting and holding a commission-issued intern credential. The supervision and support of the intern is a joint responsibility between the program and the employer. Funding: NA

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: **BUSINESS OFFICE** Contract No.: _____ Vendor No.: 10547

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

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

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

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

Name of Individual/Company: Santa Clara County Office of Education (SCCOE)

Address: 1290 Ridder Park Drive City: San Jose State: CA Zip: 95131

Phone: (408) 463-6645 Email: _____

SSN: _____ Fed I.D. #: _____

CONTRACT TERM: start dates April 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.)

SCCOE will provide a County Wide Agreement with Santa Clara Valley Water District to provide in-class or virtual educational presentations to explore concepts of water supply, usage conservation, and pollution prevention, which aligns with state curriculum 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:** $Zero cost to the district.

Describe other related costs: _____

BUDGET CODE: 010-0000-0-5815-00-1110-1000- 6/3/24
Accountant Initials

000000-310-7221
Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: B Campbell Date: 5-29-24

Director of Fiscal Services: L DeRose Date: 6/3/24

Asst. Supt., of Business Services: Kal S Date: 6/3/24

Superintendent: _____ Date: _____

DocuSign Envelope ID: 0A9BA1C5-DB8A-47F1-9FBF-2701D048A3BC

Santa Clara County Office of Education

County Wide Memorandum of Understanding between Santa Clara County Office of Education and Participating Santa Clara County School Districts

This County Wide Memorandum of Understanding (MOU), hereinafter referred to as the "County Wide Agreement", is between the Santa Clara County Office of Education (SCCOE) and participating Santa Clara County School Districts (the "Districts"). SCCOE and the District(s) can each be referred to as the "Party" or collectively as the "Parties" for the purpose of this Agreement.

1. Overview

This County Wide Agreement outlines the responsibilities and commitments of each Party regarding educational presentations provided by the Santa Clara Valley Water District (the "Agency").

This County Wide Agreement is between SCCOE and participating Districts to utilize and coordinate educational services from the Agency. Districts agree to participate by signing this County Wide Agreement.

2. Services

SCCOE and the Agency have established a separate Memorandum of Understanding on behalf of the 31 School Districts in Santa Clara County for the Agency to provide free of charge in-class or virtual educational presentations to explore concepts of water supply, usage, conservation, and pollution prevention, subject to availability.

Agency is a Public Agency and has an obligation to serve students and school staff on environmental sustainability and sustainability curriculum. The Agency's educational presentations are in alignment with state curriculum standards.

All Agency personnel that will be providing in-class or virtual educational presentations have been fingerprinted and successfully completed background checks.

Upon execution of this County Wide Agreement, SCCOE will notify the Agency of the Districts that have elected to participate in utilizing the educational services of the Agency. Districts can then utilize and coordinate educational services directly from the Agency.

3. Duration of Agreement

This Agreement begins on April 1, 2024, and ends on June 30, 2025.

DocuSign Envelope ID: 0A9BA1C5-DB8A-47F1-9FBF-2701D048A3BC

4. Articulation of Monies/Compensation

There is no compensation associated with these services. The services are provided free of charge.

5. Termination

Either the SCCOE or the District(s) may terminate this Agreement with or without cause upon 30 days advance written notice to the other Party. Termination of this Agreement by an individual District only terminates the Agreement for that specific District and does not terminate the Agreement for the remaining Districts.

6. Other Terms

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

7. Insurance/Hold Harmless

7.1. Insurance: The participating Districts shall maintain a certificate of insurance in their Business Office.

7.2. Indemnification: Participating Districts have complete discretion whether to contact the Agency and schedule an educational presentation. Districts are also solely responsible for any safety protocols in connection with Agency providing services. Districts agree that SCCOE shall not be liable, either to persons or property, for any damages arising out of the activities and services under this Agreement.

Participating Districts shall hold harmless, indemnify, and defend SCCOE, its Board, officials, agents, and employees from any and all claims, losses and causes of actions which may arise out of the performance of this Agreement, to include, but not limited to, accident, injury, illness, or death. Districts shall pay all claims and losses of any nature whatsoever in connection therewith and shall defend all suits related to work performed under this Agreement, in the name of SCCOE when applicable, and shall pay all costs, including without limitation reasonable attorneys' fees and appellate attorneys' fees, and judgments which may issue thereon. Districts' obligation under this paragraph shall not be limited in any way to the Districts' limit of, or lack of, sufficient insurance protection.

8. 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.

9. Electronic Signatures/ Signatures

Unless otherwise prohibited by law, 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.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: **BUSINESS OFFICE** Contract No.: _____ Vendor No.: 017905

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:

- [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: San Francisco State University

Address: 1600 Holloway Ave. Corp Yard 140 City: San Francisco State: CA Zip: 94132

Phone: (415) 405-3511 Email: dytap@sfsu.edu

SSN: _____ Fed I.D. #: 93-1137247

CONTRACT TERM: start dates August 1, 2024 end date June 15, 2029

CONTRACTOR'S OBLIGATION:
Description of services to be provided: (Please attach proposals, scope of work, and other documentation.)

Student Internship Placement Agreement - To provided practical experience to SFSU students enrolled in nursing, health sciences and para-profressional training and degree programs.

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

____ a. **Fee Rate:** $_____ per _____ Not to Exceed _____ of services.

X b. **Other:** $ Zero cost to ARUSD

Describe other related costs: _____

BUDGET CODE: 010-0000-0-5815-00-0000-7200-000000-600-7221 R 5/28/24
Accountant Initials

_____ _____
Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: 5/23/24

Director of Fiscal Services: _____ Date: 5/28/24

Asst. Supt., of Business Services: _____ Date: 5/28/24

Superintendent: _____ Date: _____

STUDENT INTERNSHIP PLACEMENT AGREEMENT
BETWEEN
THE TRUSTEES OF CALIFORNIA STATE UNIVERSITY
ON BEHALF OF
SAN FRANCISCO STATE UNIVERSITY
AND

Alum Rock Union School District

THIS AGREEMENT is entered into pursuant to Education Code 89036, by and between the TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY, hereinafter called the "Trustees," on behalf of SAN FRANCISCO STATE UNIVERSITY, hereinafter called "University" and Alum Rock Union School District hereinafter called "Agency."

WITNESSETH:

WHEREAS, the University provides nursing, health sciences and para-professional training and degree programs in fields including but not limited to nursing, physical therapy, occupational therapy, dietetics, clinical laboratory science, speech language and hearing sciences, phlebotomy, kinesiology, counseling and social work and desires its students to obtain practical experience at Agency's Facilities; and

WHEREAS, it is to the mutual benefit of the parties that students of the University use the clinical facilities of the Agency for their clinical experience,

NOW, THEREFORE, in consideration of the covenants, conditions, and stipulations hereinafter expressed and in consideration of the mutual benefits to be derived wherefrom, the parties hereto agree as follows:

I. AGENCY SHALL:

A. Permit each student who is designated by the University pursuant to Paragraph II.A below to receive clinical experience at the Agency and shall furnish and permit such students and University instructor's reasonable access to appropriate clinical facilities for such clinical experience.

B. Furnish appropriate clinical facilities, on a rotational basis, in such a manner that there will be no conflict in the use thereof between the University's student and students from other educational institutions, if any.

C. Maintain the clinical facilities used for clinical experience in such a manner that said facilities shall at all times conform to the requirements of the curriculum requirements of the University.

D. Assure the staff is adequate in number and quality to insure safe and continuous health care to individuals.

E. Provide registered, licensed or certified clinical/professionals to supervise students when performing services for a patient. Students can only perform services when under their supervision. Such registered professionals are to be certified or licensed in the discipline in which supervision is provided. Students shall work, perform assignments, and participate in ward rounds, clinics, staff meetings, and in-service educational programs at the discretion of their supervisors designated by the Agency. Students are trainees, not employees, and are not to replace Agency staff.

F. Provide first aid and other emergency treatment on-site, including, but not limited to, immediate evaluation for risk of infection and appropriate follow-up care of student in the event of a needle stick injury to or other exposure of student to blood or body fluids. In the case of suspected or confirmed exposure to the human immuno-deficiency virus (HIV), such follow-up care shall include, but not be limited to, the option for appropriate post-exposure HIV testing and the option for prophylactic therapy with zidovudine (AZT) and/or other appropriate pharmacologic agents as medically indicated.

G. Permit and encourage members of the Agency and/or resident staff of the Agency to participate in the instructional phase of the clinical experience.

H. Permit the Agency Program Supervisor and other designated personnel to attend meetings of the University's faculty or any committee thereof, to coordinate the clinical experience program provided under this Agreement.

I. Have the right, after consultation with the University, to refuse to accept for further clinical experience any of the University's students who in the Agency's judgment are not participating satisfactorily in said program.

J. Notify the University's clinical instructors, in advance, of any changes in the Agency's Program Supervisors appointments.

K. Make available current copies of publications dealing with policies and procedures of the Agency.

II. TRUSTEES, THROUGH THE UNIVERSITY, SHALL:

A. Designate the students who are enrolled in the Program of the University to be assigned for clinical experience at the Agency, in such numbers as are mutually agreed to by both parties.

B. Designate a faculty member to coordinate with a designee of the Agency in the planning of the Program to be provided students.

C. Keep all attendance and academic records of students participating in said Program.

D. Inform students that they shall conform to all applicable Agency policies, procedures, regulations, and all requirements and restrictions specified jointly by representatives of the University and Agency.

E. Notify, by-way-of instructors, the Agency's program supervisor in advance of:

1. Student schedules
2. Placement of students in clinical assignments
3. Changes in clinical assignments

F. In consultation and coordination with the Agency, arrange for periodic conferences between appropriate representatives of the University and Agency to evaluate the clinical experience program provided under this agreement.

G. Provide and be responsible for the care and control of the University's educational supplies, materials, and equipment used for instruction during said program.

H. University shall advise Students that they are responsible to provide the Agency a background check prior to placement. Upon execution of this Agreement, Agency shall inform the University about the individual requirements of the background check required by law or by Agency policy.

I. University shall ensure that each student complies with Agency's requirements for immunizations and tests, including but not limited to an annual health examination, rubella and rubeola titre, mumps, DT, tuberculin skin test, influenza immunization (required annually) or declination statement and chest x-ray if determined appropriate by Agency. University shall also ensure that students follow Agency's policies and procedures regarding blood-borne pathogens including but not limited to universal precautions.

III. INSURANCE

A. Agency, at its sole cost and expense, shall insure its activities in connection with this Agreement and obtain, keep in force, and maintain insurance as follows:

1. Professional Medical and Agency Liability Insurance with limits of one million dollars ($1,000,000) per occurrence and a general aggregate of three million dollars ($3,000,000). If such insurance is written on a claims-made form, it shall continue for three years following termination of this agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

2. Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with a limit of one million dollars ($1,000,000) per occurrence. However, if such insurance is written on a claim made form, it shall continue for three years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

3. Worker's Compensation and Employer's Liability Insurance in a form and amount covering Agency's full liability as required by law under the Worker's Compensation Insurance and Safety Act of the State of California and other applicable statutes as amended from time to time.

4. Such other insurance in such amounts from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating to performance.

5. Liability insurance policies must be endorsed to include the state of California, the Trustees of the California State University, San Francisco State University, the employees, officers, and agents of each of them as additional insured under the policies. Specific additional insured endorsement documentation is required. A statement on the insurance certificate itself is not sufficient.

It should be expressly understood, however, that the coverages required under this Paragraph III.A (1), (2), and (3) shall not in any way limit the liability of Agency.

B. University is permissibly self-insured and can provide the following coverage regarding the activities in connection with this Agreement:

1. Professional Medical and Agency Liability self-insurance with limits of one millions dollars ($1,000,000) per occurrence, with a general aggregate of three million dollars ($3,000,000).

2. General Liability Self-Insurance Program with a limit of one million dollars ($1,000,000) per occurrence.

3. Worker's Compensation and Employer's Liability Self-Insurance Program covering University's full liability as required by law under the Workers' Compensation Insurance and Safety Act of the State of California and other applicable statutes as amended from time to time.

4. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating to performance.

The coverage referred to under (1) and (2) of this Paragraph III.B. shall include Agency as an insured. Such a provision, however, shall only apply in proportion to and to the extent of the intentional or negligent acts or omissions of University, its officers, agents, and/or employees.

C. University shall maintain Student Professional Liability Insurance for its students for the entire duration of this agreement. Evidence of such coverage shall be furnished upon request by Agency.

IV. INDEMNIFICATION

A. Agency shall defend, indemnify and hold University, its officers, employees, agents and students harmless from and against any and all liability, loss, expense 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, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Agency, its officers, employees, or agents.

B. University shall defend, indemnify and hold Agency, its officers, employees and agents harmless from and against any and all liability, loss, expense, 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, or claims for injury or damages are caused by result

from the negligent or intentional acts or omissions of University, its officers, employees, or agents.

V. STATUS OF STUDENTS

A. During the period in which a student is assigned to the Agency, the student shall be under the ultimate direction and control of the Agency's Program Director or, in the Program Director's absence, his/her designee(s).

B. It is agreed and understood by the parties that students under this Agreement are in attendance at Agency for educational purposes and such students are not to be considered as employees of Agency or University. No monetary consideration will be afforded to students under this Agreement.

C. Agency shall retain full and medical responsibility for the care of patients and will maintain professional and administrative supervision of students insofar as their presence affects the operation of the Agency and/or the direct and indirect care of patients.

VI. DISCRIMINATION PROHIBITION

Agency and University agree to adhere to all applicable federal, state and local non-discrimination laws in the selection and acceptance of any student pursuant to this Agreement and during the period of the placement. Agency and University agree that the non-discrimination clause in California Code of Regulations § 11105, OCP-2 prohibiting discrimination based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status applies to the activities under this Agreement.

VII. TERM

This Agreement shall become effective upon full execution and shall continue to be in effect for a five (5) years or until earlier terminated. The term of each internship would be for the academic year and would begin no sooner than August 1st, 2024 and would end no later than June 15th, 2029.

VIII. TERMINATION

Termination for cause: In the event of a material breach of this Agreement, the aggrieved party may terminate this Agreement by giving thirty (30) days' prior written notice of termination to the breaching party.

IX. ASSIGNMENT

Neither University nor Agency shall assign their rights, duties, or obligations under this Agreement, either in whole or in part, without the prior written consent of the other. Agency may not assign students to locations other than those described in Section 2.A. without the prior written consent of the University.

X. SEVERABILITY

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been a part of the Agreement, and the remaining provisions shall remain in full force and effect unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this Agreement.

XI. WAIVER

Waiver by either party of any breach of any provision of this Agreement or warranty of representation herein set forth shall not be construed as a waiver of any subsequent breach of the same of any other provision. The failure to exercise any right hereunder shall not operate as a waiver of such right. All rights and remedies provided for herein are cumulative.

XII. EXHIBITS

Any and all exhibits attached hereto are incorporated herein by reference and made a part of this Agreement.

Exhibit A: Board of Registered Nurses (BRN) Language
Exhibit B: COVID-19 Representation

XIII. MODIFICATIONS AND AMENDMENTS

This Agreement may be amended or modified at any time by mutual written consent of the authorized representatives of both parties. Agency and University agree to amend this Agreement when required by an applicable regulatory authority.

XIV. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the parties regarding the subject matter of this Agreement and supersedes any prior agreements, oral or written, and all other communications between the parties relating to such subject matter.

XV. GOVERNING LAW

This Agreement is governed by and shall be construed in accordance with the laws of the State of California.

XVI. NOTICES

All notices required under this Agreement shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid, certified mail, return receipt requested, and addressed as follows:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: **BUSINESS OFFICE** Contract No.: _____ Vendor No.: 017905

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

☑ **MOU** (negotiated Agreement) ☐ **MASTER CONTRACT PARTICIPATION**

☐ Exhibit B & C (Fingerprinting and TB Test) ☐ Scope of Work/Proposal

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

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

Name of Individual/Company: San Francisco State University

Address: 1600 Holloway Ave. Corp Yard 140 City: San Francisco State: CA Zip: 94132

Phone: (415) 405-3511 Email: dytap@sfsu.edu

SSN: _____ Fed I.D. #: 93-1137247

CONTRACT TERM: start dates July 1, 2024 end date June 30, 2029

CONTRACTOR'S OBLIGATION:
Description of services to be provided: (Please attach proposals, scope of work, and other documentation.)

Student Internship Placement Agreement - SF State has a Multiple and Single Subject Credential Program that has admitted students with internship credentials that will be serving as teachers in the District.

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:** $1,000.00 per intern Not to Exceed 5 interns of services.

____ b. **Other:** $_____

Describe other related costs: _____

BUDGET CODE: 010-0000-0-5815-00-1110-1000-000000-600-1000 5/28/24
Accountant Initials

_____ _____
Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: 5/28/24

Director of Fiscal Services: _____ Date: 5/29/24

Asst. Supt., of Business Services: _____ Date: 5/29/24

Superintendent: _____ Date: _____

INTERNSHIP AGREEMENT
BETWEEN
Alum Rock Union Elementary School District
(DISTRICT)
And
SAN FRANCISCO STATE UNIVERSITY

THIS AGREEMENT is entered into this **1st** day of **July** between the **Alum Rock Union Elementary School District** (DISTRICT) and **SAN FRANCISCO STATE UNIVERSITY** (SF STATE), a campus of the California State University, which is the State of California acting in a higher education capacity.

WHEREAS, DISTRICT desires to contract with SF STATE to provide intern courses, supervision, and other services and benefits for multiple and single subject teachers, and

WHEREAS, SF STATE has a Multiple and Single Subject Credential Program that has admitted students with internship credentials that will be serving as teachers in the DISTRICT. SF STATE represents itself able and, for consideration, willing to perform the services as described herein.

NOW, THEREFORE, in consideration of the covenants and promises of the parties set forth in this Agreement, the parties hereto agree as follows:

1. Effective Date: The effective date of this Agreement is **July 1, 2024**.

2. Services: SF STATE shall perform the services provided for in the attached *Appendices A, B, and C.*

3. Compensation

   A. *Fees.* DISTRICT shall pay SF STATE the sum of One Thousand Dollars ($1,000) for each intern for the Services as stipulated in Appendix A.

   B. *Payment.* Payment shall be made by DISTRICT at the end of each academic year upon presentation of an invoice by SF STATE in accordance with the provisions set forth in Appendices A and B.

4. Term: The Term of this Agreement, subject to cancellation as set forth in Section 6, shall be from the effective date through **June 30, 2029**.

5. Standard of Performance: SF STATE warrants that the Services shall be performed as expeditiously as possible, with the degree of skill and care that is required by current, good, and sound professional procedures and practices.

6. Termination: DISTRICT may cancel this Agreement for any reason upon thirty (30) days written notice to SF STATE. In the event of cancellation, DISTRICT will pay SF STATE for the Services performed up to the effective date of cancellation. Any reports or other

written or recorded data and other deliverables prepared for DISTRICT prior to the effective date of such cancellation shall be promptly delivered to DISTRICT by SF STATE.

7. Governing Law: This agreement shall be governed by the laws of the State of California.

8. Indemnification and Insurance

A. SF STATE shall indemnify, defend, and hold harmless the DISTRICT, its Directors, officers, employees, agents, volunteers, and authorized representatives from and against any and all liability, loss, damage, or claims for injury or damages arising out of SF STATE's performance of this Agreement but only in proportion to and to the extent such liability, loss, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of SF STATE, its officers, employees, agents, volunteers, or authorized representatives.

B. DISTRICT shall defend, indemnify and hold harmless the State of California, the trustees of the California State University, SF STATE, their officers, employees, agents, volunteers and authorized representatives from and against any and all liability, loss, or claim for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of DISTRICT, its Directors, officers, employees, agents, volunteers, or authorized representatives.

C. The State of California has elected to be self-insured for its general liability, motor vehicle liability, worker's compensation and property exposures through an annual appropriation from the General Fund. As a State agency, the California State University, Office of the Chancellor, the Trustees, and its system of campuses are included in this self-insured program.

D. The Office of Risk Management in the Chancellor's Office administers the general liability, property and workers' compensation programs. The State Office of Risk and Insurance Management administers the motor vehicle liability program.

E. Under this form of insurance, the State and its employees (as defined in Section 810.2 of the Government Code) are insured for any tort liability that may develop through carrying out official activities, including state official operations on non-state owned property. Should any claims arise by reason of such operations or under an official contract or license agreement, they should be referred to the State Board of Control, State of California, Tort Liability Section, 1515K Street, Sacramento, CA 95814. Any claims regarding property are to be referred to the California State

University, Systemwide Risk Manager, 401 Golden Shore, 5th Floor, Long Beach, CA 90802-4210.

9. Non-Waiver: The waiver by either party of any breach of any term, covenant, or condition contained in this Agreement, or any default in their performance of any obligation under this Agreement shall not be deemed to be a waiver of any other breach or default of the same or any other term, covenant, condition, or obligation, nor shall any waiver of any incident of breach or default constitute a continuing waiver of same.

10. Enforceability: In the event that any of the provisions or portions of application of any of the provisions of this Agreement are held to be illegal or invalid by a court of competent jurisdiction, DISTRICT and SF STATE shall negotiate an equitable adjustment in the provisions of this Agreement with a view toward effecting the purpose of this Agreement. The illegality or invalidity of any of the provisions, or portions of, or application of any of the provisions of this Agreement shall not affect the legality or enforceability of the remaining provisions, or portions of, or application of any of the provisions of any of the provisions of this Agreement.

11. Integration: This Agreement contains the entire agreement and understanding between the parties as to the subject matter of this Agreement. It merges and supersedes all prior or contemporaneous agreements, commitments, representation, writings, and discussions between SF STATE and DISTRICT, whether oral or written.

12. Successors and Assigns: DISTRICT and SF STATE, respectively, bind themselves, their successors, assigns, and legal representatives. SF STATE shall not assign or transfer any interest in this Agreement without DISTRICT's prior written consent, which consent shall be in DISTRICT's sole discretion. Any attempted assignment or transfer in breach of this provision shall be void.

13. Notices: All notices required hereunder shall be in writing and mailed postage prepaid by certified or registered mail, return receipt requested, or by personal or electronic delivery to the parties' representatives at the address as shown below, or such other places as DISTRICT or SF STATE may, from time to time, respectively, designate in a written notice given to the other. Notice shall be deemed received three (3) days after the date of the mailing thereof or immediately upon delivery in person by e-mail or facsimile.

DISTRICT:
Kolvira Chheng
Assistant Superintendent
Business Services
Alum Rock Union Elementary School District
2930 Gay Avenue
San Jose, CA 95127

SF STATE:
Deanna Tam
Buyer II
Procurement Department
San Francisco State University
1600 Holloway Avenue
San Francisco, CA 94132

14. Appendices: Appendices A, B, C and D are attached hereto and incorporated herein by reference thereto.

15. Dispute Resolution: Any dispute arising under the terms of this Agreement which is not resolved within a reasonable period of time by authorized representatives of the DISTRICT and SF STATE shall be brought to the attention of the County Office of Education (or designated representative) and the Chief Business Officer (or designee) of the CSU for joint resolution. At the request of either party, the CSU shall provide a forum for discussion of the disputed item(s), at which time the Vice Chancellor, Business and Finance (or designated representative) of the CSU shall be available to assist in the resolution by providing advice to both parties regarding the CSU contracting policies and procedures. If resolution of the dispute through these means is pursued without success, either party may seek resolution employing whatever remedies exist in law or equity beyond this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement in one (1) or more copies as of the date and year first above written.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

_____

Kolvira Chheng, Assistant Superintendent of Business Services

_____

Date

SAN FRANCISCO STATE UNIVERSITY

_____

Deanna Tam, Buyer III

Appendix A
Memorandum of Agreement and Description of Services for SF STATE

San Francisco State University agrees to the following conditions and services that apply to Interns who are, or will be admitted to the Multiple and Single Subject Credential Programs at San Francisco State University and will be serving their Internships in the DISTRICT. Interns nominated by either UNIVERSITY or DISTRICT shall be mutually acceptable to both UNIVERSITY and DISTRICT and shall be subject to a mutually acceptable placement within the DISTRICT.

San Francisco State University agrees that:

1. Each Intern shall have completed the basic skills requirement prior to assuming Intern services or responsibilities.

2. Each Intern shall possess a B.A. Degree from an accredited institution of higher education, documented by official transcripts, with a minimum overall GPA of 2.67 or 2.75 in last 60 units.

3. Each Intern shall have a minimum of 120 hours of verified pre-service coursework.

4. Each intern shall have 45 hours of Early Field Experience, including students who are English Learners (EL) in educational settings; or hold a current Preliminary or Clear Credential with a valid EL Authorization; or, have a passing score on the CTEL Exam.

5. Each intern shall have met the subject matter requirement by passing all required subtests of the California Subject Examination for Teachers (CSET) or through completing CTC-approved coursework.

6. Each Intern shall have met the U.S. Constitution requirement through coursework or examination.

7. UNIVERSITY personnel, including but not limited to the College faculty and the College field supervisor, shall provide supervision, advice, encouragement and support for each intern as appropriate:

    a. Clearly define the documentation and monitoring processes for additional services to interns who have not yet earned the English Learner Authorization (ELA).
    b. Clearly define the description of qualifications of Commission-approved program supervisors, including the following:

    - Current knowledge in the content area that interns teach.
    - Understand the context of public schooling.
    - Ability to model best professional practices in teaching and learning, scholarship and service;
    - Knowledgeable about diverse abilities, cultural, language, ethnic and gender diversity.

- Thorough grasp of the academic standards, frameworks and accountability systems that drive the curriculum of public schools.

c. Provide University support/mentor training and orientation.

d. Document and monitor employer-provided support and mentoring.

e. Specify responsibilities of supervisor, including allocation of time/frequency of observations and/or coaching.

f. Specify procedures for access of UNIVERSITY supervisor and on-site support/mentor as appropriate.

g. Allocation of additional personnel, time, and resources for individuals who have not yet earned an English Learner Authorization (ELA), such as in-classroom coaching specific to the needs of English learners.

8. Each semester, each intern shall be provided a minimum of 3 hours per week of adequate instruction, advising, encouragement and support, as appropriate, by SF State University personnel, including but not limited to the College faculty and the College field supervisor.

9. UNIVERSITY will provide program coordination as needed with the cooperating district to manage the intern application and training process to ensure timely completion of credential coursework and filing for intern and preliminary credentials with the Commission on Teacher Credentialing.

10. UNIVERSITY will invoice DISTRICT at the end of each academic year at the rate of One Thousand Dollars ($1,000) as a fee for service for each intern served.

Appendix B
Memorandum of Agreement and
Description of Services for District

DISTRICT agrees to the following conditions and services that apply to Interns who are, or will be admitted to the Multiple and Single Subject Credential Programs at UNIVERSITY and will be serving their Internships in the DISTRICT. Interns nominated by either UNIVERSITY or DISTRICT shall be mutually acceptable to both UNIVERSITY and DISTRICT, and shall be subject to a mutually acceptable placement within the DISTRICT.

DISTRICT agrees that:

1. Each Intern shall be provided a minimum of two hours every five Instructional days of adequate supervision, advice, encouragement and support, as appropriate, by the DISTRICT personnel, including but not limited to the school site faculty and the DISTRICT support provider. Support providers will hold a valid Clear of Life Credential with EL Authorization and have 3 years of successful teaching experience.

2. Interns will be released from instruction on a limited basis, as needed, to observe other credentialed teachers, to meet with DISTRICT support provider and to attend evening classes at UNIVERSITY.

3. DISTRICT personnel will report Interns annually to the California Commission on Teacher Credentialing (CTC) during the annual intern census.

4. DISTRICT personnel shall provide each intern with adequate supervision, advice, encouragement and support through the following activities:

    a. Clearly define the qualifications of employer-provided mentor(s), one of whom has the following minimum qualifications: 1) Valid corresponding Clear or Life credential, 2) Three years of successful teaching experience, and 3) EL Authorization (if responsible for providing specified EL support).

    b. Provide sufficient resources to work with the intern within the school day, including clearly defined expectations for type and frequency of support and protected time for the employer-provided mentor.

    c. Determine terms of employment, including evaluation process of site-support (e.g., retiree contracted by UNIVERSITY or other agency, current school employee, etc.).

    d. Allocate additional personnel, time, and resources for individuals who have not yet earned an English Learner Authorization (ELA)

    e. If the employer provided mentor does not hold an EL authorization, the District must identify an additional mentor with EL authorization who is immediately available to assist the intern with planning lessons that are appropriately designed and differentiated for EL students, for assessing language needs and progress and that support language-accessible instruction through in-classroom modeling and coaching.

    f. DISTRICT will reimburse UNIVERSITY at the end of each academic year in the month of June, or earlier, at the rate of One Thousand Dollars ($1,000) for each Intern served during the current academic year under this agreement.

Appendix C
Description of Services for SF
STATE and District

UNIVERSITY and DISTRICT agree to the following shared responsibilities for interns who are admitted to the Multiple and Single Subject Credential Programs at UNIVERSITY and will be serving their Internships in the DISTRICT:

1. Identify, in a written statement signed by the DISTRICT evaluator, UNIVERSITY supervisor and the intern, the individual(s) being coached, the roles and responsibilities related to weekly course planning, coaching within the classroom, problem-solving regarding students, and curriculum and teaching.

2. Establish and document, in a written statement, the process for communication between the school principal or other evaluator and UNIVERSITY supervisor before the intern begins the student teaching course in the credential program.

3. Clearly define, in a written statement signed by the DISTRICT evaluator, UNIVERSITY supervisor, and intern, the roles of the onsite supervisor/coach and the University supervisor in the documentation and monitoring processes for additional services to interns who have not yet earned the English Learner Authorization (ELA).

Check Point Threat Extraction secured this document
Get Original

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: **BUSINESS OFFICE** Contract No.: _____ Vendor No.: 010553

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

- [✓] **MOU** (negotiated Agreement)
- [ ] 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: San Jose State University

Address: One Washington Square City: San Jose State: CA Zip: 95192

Phone: (510) 680-3169 Email: corrine.aramburo@arusd.edu

SSN: _____ Fed I.D. #: 77-0414438

CONTRACT TERM: start dates July 1, 2024 end date June 30, 2029

CONTRACTOR'S OBLIGATION:
Description of services to be provided: (Please attach proposals, scope of work, and other documentation.)

Internships allow an individual to complete the preparation program while employed in a public school setting and holding a commission issued intern credential. The supervision and support of the intern is a joint responsibility between the program and the employer.

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

____ a. **Fee Rate:** $_____ per _____ Not to Exceed _____ of services.

__X__ b. **Other:** $Zero cost to ARUSD

Describe other related costs: _____

BUDGET CODE: 010-0000-0-5815-00-0000-7200-000000-600-7221 R 5/28/24
Accountant Initials

_____ _____
Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: 5/23/24

Director of Fiscal Services: _____ Date: 5/28/24

Asst. Supt., of Business Services: _____ Date: 5/28/24

Superintendent: _____ Date: _____

AGREEMENT

Dept. of Teacher Education Multiple & Single Subject Intern Programs

between

SAN JOSÉ STATE UNIVERSITY and ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

This Agreement is entered into by and between the Trustees of the California State University on behalf of San José State University (the "University" or "SJSU"), and Alum Rock Union Elementary School District (the "District"), and is effective July 1, 2024 – June 30, 2029 (the "Effective Date").

RECITALS

1. The California Commission on Teacher Credentialing (the "Commission" or "CCTC") sets standards for educator preparation for the public schools of California and the licensing and credentialing of professional educators in the State of California.
2. San José State University operates a Commission-approved and accredited teacher preparation program that satisfies Education Code section 44373(c). The University's Department of Education offers a Multiple Subject Credential Intern Program.
3. Alum Rock Union Elementary School District, (the "District"), a "public school employer" within Commission guidelines, is a public school district operating in California. The District occasionally serves as an employing agency that elects to employ certain individuals with an Intern credential.
4. Internships allow an individual to complete the preparation program while employed in a public school setting and holding a Commission issued Intern credential. Intern programs are a partnership between the Commission approved program sponsor and the California employing agency. The supervision and support of the intern is a joint responsibility between the Commission-approved program and the employer. Both are equally responsible for assuring that the individual teaching on an Intern credential have received the required support and supervision. This Agreement formally establishes a relationship between the parties who pledge to coordinate their work, allocate resources appropriately, and share responsibility with each other to meet Commission preparation standards.

The University and the District agree as follows:

1. SHARED RESPONSIBILITIES

Both University and District are equally responsible for assuring the following occur:

A. Collaborate to ensure the candidate has satisfied pre-intern coursework and prior teaching experience requirements (see 2.B. below) prior to the hiring of an intern. The District and University should also concur to ensure that the intern can satisfy university field experience requirements in the proposed intern position prior to the hiring of an intern.

B. Counsel the intern and develop a plan to complete the requirements to earn a credential in the content or specialty area(s) of the Intern credential. University, the District and the intern shall concur on the program planned. Both are responsible for the timely and proper progress of the plan. The plan shall include completion of the California Teacher Performance Assessment (CalTPA) and obtaining videotaping permission slips from the intern's students for the CalTPA.

C. Identify the individual(s) and the roles/responsibility related to:
   a. Weekly course planning
   b. Coaching within the classroom
   c. Problem-solving regarding students
   d. Curriculum, and
   e. Teaching

D. Establish the process for communication between the principal or evaluator, or other District designee and the University Advisor.

E. Provide each intern a minimum of one hundred forty-four (144) hours of support/mentoring and supervision per school year including coaching, modeling and demonstrating within the classroom, assistance with course planning and problem-solving regarding students, curriculum, and development of effective teaching methodologies. An additional 45 hours of support/mentoring specific to the needs of English Learners.

   The minimum support/mentoring and supervision provided to an intern who assumes daily teaching responsibilities after the beginning of a school year shall be equal to five hours times the number of instructional weeks remaining in the school year.

F. Provide content specific coaching.

2. UNIVERSITY'S RESPONSIBILITIES

A. University is responsible for ensuring that the intern in their program is supervised and there is adequate support from a university supervisor.

B. Provide candidate with a minimum one hundred twenty (120)-hour preservice component that develops requisite knowledge and skills prior to entering the classroom in a sustained, intensive and classroom-focused manner. This preservice component must be completed prior to issuance of an initial intern teaching credential. University will also verify that candidate has demonstrated previous successful lead-teaching (either through completion of phase I student teaching or documentation from a previous teaching position.

C. The SJSU Multiple and Single Subject Intern Programs are responsible for ensuring that the intern in their program meets CTC Intern Support and Supervision Requirements (including support/mentoring specific to the needs of English Learners) and agrees to the following:

   a. Ensuring that each Intern shall have passed the California Educational Basic Skill Test (CBEST), demonstrated subject matter competency, and completed the US Constitution requirement prior to assuming Intern services or responsibilities.

D. Upon employment, the Intern will be assigned a University Supervisor. University faculty in charge of field supervision of interns have received targeted professional development including supervision responsibilities, adult learning theory, cognitive coaching, academic language development, the new ELD standards, and English language acquisition. The University Supervisor will:

   a. Remains current in the knowledge and skills for candidate supervision and program expectations including the CTC TPEs adopted in 2016.
   b. Makes regular visits to the Intern's classroom (at least 6 per semester) and/or receives video observations (no more than 2), offering formative feedback and assistance, with special attention to areas of growth identified in conjunction with the candidate and the site coach.
   c. Provides summative evaluations at the end of each semester. Should an intern exhibit dispositions contrary to the program's goals and mission, and/or fail to demonstrate competence in teaching according the CA Teacher Performance Expectations, the supervisor will put the intern on an improvement plan. If sufficient progress is not made toward the goals of the improvement plan by stated deadlines, the intern may be required to exit the intern program.

E. Review and monitor the documentation of the qualifications of the Site Coach. The Site Coach must have a minimum of 10 hours of professional development in mentoring new teachers and must receive information/training on the CTC TPEs adopted in 2016.

F. Provide training seminars each semester for University Supervisors and Site Coach.

3. DISTRICT'S RESPONSIBILITIES

A. District is responsible for ensuring that the intern that they have hired is supported by an administrator holding at least a preliminary administrative credential and there is adequate supervision from an on-site support provider (the "Site Coach"). Hours of support and supervision provided by the school site/district must average 5 hours per week.

B. Clearly articulate terms of employment, including evaluation process of site-support. For evaluation purposes, the Site Coach will complete a mid-year and end-of-year SJSU Intern Summative Evaluation (to be provided to the University Supervisor).

C. Identify a Site Coach for the intern that possesses at least 4 years of successful teaching experience, must be fully certified with a Life or Clear Multiple Subject Teaching Credential (for Multiple Subject Program) and Single Subject Credential in the intern's designated subject-area (for Single Subject Program) and must have a valid EL authorization. Designate protected time for the new Intern to meet with/work with the Site Coach and any other support personnel within the school day including clearly defined expectations for type/frequency of support. Including but not limited to, 10 hours per semester for observations and coaching and professional development.

D. District shall be responsible for any compensation and/or release time provided to the Site Coach for performance of required duties.

E. Ensures Interns receive additional support (including targeted support for working with English Learners) through activities listed in Part A of Appendix A: Activities and Support for Interns.

F. Adheres to the provisions of the Intern Agreement Form (see Appendix B for Single Subject and Appendix C for Multiple Subject) to be signed upon employment by the district, intern, and Intern Program coordinator.

G. Attend the Site Coach and/or University Supervisor meetings each semester.

H. District ensures the following terms of employment:

   a. Intern fulfills the classroom duties expected of a teacher at the school site: multiple subject Interns teaching in the required subject areas at the elementary level; Middle School Interns teaching in a CORE configuration; and Single Subject Interns teaching in their content-area specialization, not to exceed two different course preparations.

   b. Intern does not assume any extra-curricular duties (examples: Literacy or Math Night Coordinator, club coordinator, yearbook advisor, head coach) during the initial semester, nor does the Intern teach an overload at any point in the program.

I. District is aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as "COVID-19". District is familiar with and informed about the Centers for Disease Control and Prevention ("CDC") current guidelines regarding COVID-19 as well as applicable federal, state, and local governmental directives regarding COVID-19. District, to the best of its knowledge and belief, is in compliance with those current CDC guidelines and applicable governmental directives. If the current CDC guidelines or applicable government directives are modified, changed or updated, the District will take steps to comply with the modified, changed or updated guidelines or directives. If at any time, the District becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify the University of that fact.

4. STATUS OF UNIVERSITY AND DISTRICT

A. The University represents and warrants that it is the State of California, acting in its higher education capacity, and has the legal capacity to enter into this Agreement.

B. The District represents and warrants that it (1) has the legal authority to enter into this Agreement; and (2) has obtained all necessary approvals and rights required by applicable laws, rules and regulations necessary to enter into, and perform under, this Agreement.

5. INSURANCE

The District shall provide both general liability insurance and workers compensation insurance for any University students participating in the Program as employees of the District.

6. INDEMNIFICATION

A. The District agrees to indemnify, defend, and hold harmless the University and its affiliates, directors, trustees, officers, agents, and employees, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney's fees arising out of or resulting from the District's negligence, or in proportion to the District's comparative fault.

B. The University agrees to indemnify, defend, and hold harmless the District and its affiliates, directors, trustees, officers, agents, and employees, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney's fees arising out of or resulting from the University's negligence, or in proportion to the University's comparative fault.

7. TERM AND TERMINATION

A. This Agreement shall be effective as of the date first written above and shall remain in effect for five (5) years from the Effective Date (the "Initial Term"). This Agreement shall expire at the end of the Initial Term.;

B. This Agreement may be terminated at any time without penalty by written agreement or upon 30 days advance written notice by one party to the other, provided, however, that in no event shall termination take effect with respect to students then participating in the Program, until the students complete their training for the semester in which termination occurs.

8. GENERAL PROVISIONS

A. Amendments. This Agreement may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall take effect, it shall be reduced to writing and signed by the parties.

B. Assignment. Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this paragraph shall be void.

C. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

D. Entire Agreement. This Agreement, including any attached exhibits or agreements referenced in Sections I.A, is the entire agreement between the parties. No other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.

E. Endorsement. Nothing contained in this Agreement shall be construed as conferring on any party hereto any right to use the other party's name as an endorsement of product or service, or any right to advertise, promote, or otherwise market any product or service without the prior written consent of the other party. Furthermore, nothing in this

Agreement shall be construed as an endorsement of any commercial product or service by the University, its officers or employees.

F. Survival. Upon termination of this Contract for any reason, the terms, provisions, representations, and warranties contained in this Agreement shall survive expiration or earlier termination of this Agreement.

G. Severability. If any provision of this Agreement is held invalid by any law, rule, order of regulation of any government or by the final determination of any state or federal court, such invalidity shall not affect the enforceability of the Agreement and any other provision not held to be invalid.

H. No Agency. Nothing herein shall be construed to create an agency relationship between the Parties.

I. Governing Law. The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

9. Notices. Notices required under this Agreement shall be sent to the parties by one of the following means 1) mail, postage prepaid at the address below, or 2) electronic delivery to the email address below, which must include a return confirmation email from the recipient. Signatures delivered electronically shall have the same authority, effect and enforceable as original signatures:

TO UNIVERSITY:

San José State University
One Washington Square
San Jose, CA 95192-0078
Attn: Corrine Aramburo Intern Program Coordinator
Email: corrine.aramburo@sjsu.edu
Lurie College of Education

TO DISTRICT:

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

Attn: Kolvira Chheng
Assistant Superintendent, Business Services

OR

TO UNIVERSITY:

corrine.aramburo@sjsu.edu

TO DISTRICT:

Kolvira Chheng@arusd.org

Below, please find a list of activities used to support interns generally, and particularly in the area of targeted support for English Learners (indicated with an asterisk). Please also refer to our revised intern agreement form (Appendix B), signed by school site, intern and university before an internship credential application is submitted to the CTC.

A. Activities and support provided at the school site by administrators, coaches and colleagues (*must average 5 hours per week)

- New Teacher Orientation and Start of Year Teacher Professional Development
- Grade Level or Department Meetings related to curriculum, planning, instruction and/or assessment
- Assistance with district-wide or school-wide benchmarking, where applicable
- Weekly meetings with site coach for reflection, goal-setting and review of progress
- Planning support, including co-planning with EL certified colleagues and/or site coach*
- Regular review of EL strategies, EL student work, and EL student progress*
- Review/discuss test results with colleagues (including ELPAC and standardized tests)*

B. Activities and support provided at the school site by university supervisors

- Semi-weekly visits from university supervisor for observation of teaching
- Regular meetings with university supervisor to debrief observations of teaching
- Regular feedback from university supervisor related to academic language and planned language production
- Regular review of EL strategies, EL student work, and EL student progress*
- Observation and formative feedback using *Protocol for Planned Language Production**
- Review/discuss test results with colleagues (ELPAC and standardized tests)*
- Email, phone, and/or video conferencing support related to observation, problem-solving, planning, curriculum and/or instruction*

C. Activities and support provided at the university by faculty, supervisors and /or peers

- Development and/or refinement of a classroom management plan
- Development and refinement of learner map and long-range assessment plan
- Support in interpreting and contextualizing test score data (including ELPAC and other standardized tests)*
- Regular reflection on problem-solving, planning, curriculum and/or instruction*
- Development and refinement of a unit plan aligned to common core and ELD standards*
- Review of Academic Language Demands and Student Support of mini-unit*
- Reflection on EL student work and progress towards planned learning outcomes*

11.13

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: **June 5, 2024**

Subject: Approve Out of State Travel, NEA Black Caucus Leadership Conference Baton Rouge, Louisiana Veronica Talton (Joseph George Middle School Zero Cost

NEA Black Caucus Leadership Conference
Baton Rouge, Louisiana
June 7-9, 2024

Staff Analysis: NEA has invited Veronica Talton, VAPA teacher at George MS and Lyndale Elementary School to attend the 2024 NEA Black Caucus Leadership Conference

Recommendation: District Administrations is recommending that the Board of Trustees approve out-of-state travel for Veronica Talton

Approved by: Cesar Torrico (CT) Title: Assistant Superintendent, Human Resources

To the Board of Trustees:

Meeting: June 13, 2024
Regular Board Meeting

Recommend Approval
11.13
Agenda Placement

Imee Almazan, Ed.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by:_____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____



Cookies

By clicking "Accept All Cookies", you agree to the storing of cookies on your device to enhance site navigation, analyze site usage, and assist in our marketing efforts.

Accept All Cookies

Cookies Settings

Our Ancestors Wildest Dreams

Jun 7th - Jun 9th, 2024
Renaissance Baton Rouge Hotel, Baton Rouge, LA

SOLD OUT

EVENT DETAILS

"Our Ancestors Wildest Dreams"

NEA Black Caucus Leadership Conference

Room block dates: Thursday, June 6, 2024 to Monday, June 10, 2024

ROOM BLOCK IS CLOSED

Cookies

By clicking "Accept All Cookies", you agree to the storing of cookies on your device to enhance site navigation, analyze site usage, and assist in our marketing efforts.

CALIFORNIA TEACHERS ASSOCIATION

1705 Murchison Drive, Burlingame, CA 94010
P.O. Box 921, Burlingame, CA 94011-0921
phone 650.697.1400

MEMBER RELEASE TIME REQUEST

The California Teachers Association will reimburse the district for member substitution upon receipt of an invoice sent to the CTA Accounting Department - P.O. Box 921, Burlingame, CA 94011-0921 or sent via email to ReleaseTime@cta.org. **A copy of this member release time request must be attached to the district's invoice in order to process payment**. If you have any questions, please contact the listed CTA Staff Person below.

*****THIS FORM IS FOR CTA OFFICE USE ONLY*****

CTA requests the release of: Veronica Talton
Member's First and Last Name

To be released on: June 7, 2024
Date(s) of Release

Reason for release time: 2024 NEA Black Caucus Leadership Conf
Name of Meeting #1

Name of Meeting #2

CTA Staff Contact Person: Susie Choi
Staff's First and Last Name

Management
Department

650.552.5327
Staff Phone Number

Charge Account #: 66450-6030
Account Code for Meeting #1

Account Code for Meeting #2

Department Approval:
Signature for Meeting #1

Signature for Meeting #2

Release time request sent to:

Alum Rock Union School District
District Name

Dr. Almazan, Superintendent
Name and Title of District Contact Person

imee.almazan@arusd.org; emily.mcchristian@arusd.org
Email Address

Copy sent to:

Veronica Talton
Member's First and Last Name

VTALTON05@YAHOO.COM
Email Address

ReleaseTime@cta.org
CTA Accounting Department

11.14

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 YD for MT Title: Procurement Manager

To the Board of Trustees: Meeting: June 13, 2024
Regular Board Meeting

Recommend Approval

11.14
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
Cureton E. S. Tereasa Smith	02/09/2024- 06/30/2024	YMCA Camp Campbell	$3,620.00	Contract Extension: CO 247295, Board approved February 8, 2024. Original Contract amount $9,625.00. YMCA Camp Campbell outdoor science school will provide an outdoor science program for Cureton Elementary School 5th grade students for approximately 45 students. Funding: Restricted
Academic Services Barbara Campbell	06/14/2024- 07/25/2024	Amergis Healthcare Staffing, Inc.	$38,400.00	Amergis Healthcare Staffing will be providing the Early Learning department (4) Behavior Technicians equivalent to a Paraeducator for the Bridge to Kinder Summer Program 2024 Funding: Restricted
Academic Services Barbara Campbell	06/14/2024- 07/30/2024	Center for the Collaborative Classroom	$4,648.00	Center for the Collaborative Classroom will provide a SEEDS trainer that will deliver an introduction to SEEDS of Learning Strategies, with a specific focus on the Big 5 Language and Literacy Transitions. This is a one (1) day in-person professional learning workshop for the Bridge to Kinder Summer eight (8) teachers and eight (8) paraeducators. Funding: Restricted

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

Academic Services Barbara Campbell	07/01/2024- 06/30/2025	Freedom Soul Media Education Initiatives	NTE $25,000.00 per site	FSMEI will provide consultation, design and facilitation of trainings and feedback on Ethnic Studies curricular materials. In addition, FSMEI will provide services to implement anti-racist curriculum workshop series for students and staff. (Professional Development days TBD for the 24/25 SY) Funding: General
Academic Services Dr. Tara Bickford	07/01/2024- 06/30/2025	Literary Resources, LLC (Heggerty Phonemic Awareness)	$40,200.00	Heggerty will provide eight in-person professional development days for all k-2nd grade teachers to support the implementation of the Bridge to Reading programs which will provide phonics and phonemic awareness tier 1 instruction to all ARUSD k-2nd grade students. Funding: Restricted
Maintenance Ed Villarreal	07/01/2023- 06/30/2024	Bay Alarm	$82,572.72	Provide security monitoring services for all of district sites, and District Office. Funding: General
Maintenance Ed Villarreal	07/01/2024- 06/30/2025	Blossom Hill Glass and Mirror	NTE $50,000.00	Blossom Hill Glass and Mirror will provide Emergency Glass repair and replacement due to vandalism District-wide. Funding: Restricted
Maintenance Ed Villarreal	07/01/2024- 06/30/2025	General Tree Service	$84,000.00	General Tree Service will provide Emergency Tree Trimming and Removal on an as needed basis District-Wide. Funding: Restricted
Maintenance Ed Villarreal	07/01/2024- 06/30/2025	Peter P. Imperial DBA: Imperial Fire, Safety, & First Aid	$19,300.00	Imperial Fire, Safety & First Aid will provide service and repair of fire extinguishers as needed District-Wide.

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

				Funding: Restricted
Maintenance Ed Villarreal	07/01/2024- 06/30/2025	Precision Communications Systems, Inc.	NTE $50,000.00	Precision Communications Systems will provide Fire Alarm inspection, and Maintenance Services as well as installation, testing, central monitoring, clock/PA system, and telephone installation and maintenance district-wide. Funding: Restricted
Maintenance Ed Villarreal	07/01/2024- 06/30/2025	Precision Concrete Cutting	$84,000.00	Precision Concrete Cutting will assess concrete and asphalt trip hazards and eliminate by cutting and leveling access areas District-wide. Funding: Restricted
Special Education Anthony Colonna	08/01/2024- 06/30/2025	Lexia Voyager Sopris, Inc.	$17,600.00	Voyager Sopris will provide trainings on both Language Live! And Read Well curriculum to special education teachers during the 2024-2025 school year. Funding: Restricted
Special Education Anthony Colonna	07/01/2024- 06/30/2025	Vista Center for the Blind and Visually Impaired	$10,000.00	Vista Center will provide Orientation and Mobility services to students who have a visual impairment which limits or causes a safety issue when traveling in familiar or unfamiliar environment training. This service is required as per students' IEP enrolled in Alum Rock with visual impairment. Services will be

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

				provided during the 24/25 school year. Funding: Restricted
State and Federal Sandra Garcia	07/01/2024- 06/30/2025	Cityspan, Inc.	$14,925.00	Cityspan supports Alum Rock School Union School District with management of attendance data for all ASES and extended day programs. Cityspan provides training and support on attendance reporting software. Funding: Restricted
State and Federal Sandra Garcia	07/01/2024- 06/30/2025	Panorama Education Inc.	$46,540.00	Panorama will provide District-wide climate and social-emotional learning surveys to students, families and staff at all Alum Rock Union School District Sites for 2024-2025 School Year. Staff training reports and professional development tools are also included in the contract cost. Funding: Restricted and General

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

PURCHASE ORDER / CONTRACT CHANGE ORDER (POCO)

P.O. No. _____ Contract No. CO #247295

Original P.O Amount $ 9,625.00 Contract Original Amount $ 9,625.00

Vendor Name: YMCA Camp Campbell Vendor No. 13882

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 $_____
Change Order #: _____ $_____
Change Order #: _____ $_____
Change Order #: _____ $_____

New Contract Total $_____
(including Change Orders)

Line #	FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SUB-OBJ 00	GOAL XXXX	FCTN XXXX	COST-CNTR XXXXXX	LOC XXX	PROG XXXX	$AMOUNT	BUS OFC
1	060	3010	0	5815	00	1110	1000	000000	010	1190	$3,620.00	

5th/int

Reason for Adjustment:
The final invoice amount is $13,245 which is over the 10% allowable. More students displayed interest to experience the outdoor science camp which increased our projected number of students from 25 students to 45 therefore, increasing our finale payment.

School/Dept.: H. CURETON ELEMENTARY Requested by: S. AVILA, ADMIN ASSISTANT

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

_____ Director/Program Manager

_____ Procurement 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.)

YMCA Camp Campbell
16275 Highway 9
Boulder Creek, CA 95006-9652
P: (831)338-2128
Email: campcampbell@ymcasv.org

campcampbell@ymcasv.org

Final Invoice

Please remit payment within 30 days.
Member Number: 000009412800
Invoice number: 3001564153
Date: 03/18/2024
Balance Due: $13,245.00

School Information

Name of School	**Horace Cureton School**	School District	**Alum Rock SD**
Address	**3270 E Hills Dr, San Jose, CA 95127**	Contact Person	**Kelsey Rothrock**
Email	**kelsey.rothrock@arusd.org**	School Phone	**(408)928-7350**
School Fax		Minimum Guarantee	**25**
First Date of Use	**03/12/2024**	Last Date of Use	**03/15/2024**

Description	Rate	Qty	Unit Price	Base Amount	FA	Total
YMCA Outdoor Science School Camp 2023-2024	Student	35	$380.00	$13,300.00	$700.00	$12,600.00
YMCA Outdoor Science School Camp 2023-2024	Teacher	2	$255.00	$510.00		$510.00
Beanie	Each	2	$15.00	$30.00		$30.00
Nalgene Water Bottle	Each	1	$15.00	$15.00		$15.00
Stuffed Animal - Small	Each	2	$10.00	$20.00		$20.00
Youth Hooded Sweatshirt - Navy	Each	1	$40.00	$40.00		$40.00
Youth Slug/Beautiful Day T-Shirt	Each	2	$15.00	$30.00		$30.00
			Total:	$13,945.00	$700.00	$13,245.00

Total	**$13,245.00**
Paid	**$0.00**
Due 04/15/2024	**$13,245.00**

Please remit payment along with the copy of the Invoice to:

YMCA Camp Campbell
Attention: Administration
16275 Highway 9
Boulder Creek, CA 95006-9652

CO#247295

Caring **Honesty** **Respect** **Responsibility**

Please pay Invoice in full as services have been provided.

Signature

4/29/24
Date

YMCA Camp Campbell
16275 Highway 9
Boulder Creek, CA 95006-9652
P: (831)338-2128
Email: campcampbell@ymcasv.org

campcampbell@ymcasv.org

Final Invoice

Please remit payment within 30 days.
Member Number: 000009412800
Invoice number: 3001564153
Date: 03/18/2024
Balance Due: $13,245.00

School Information

Name of School	**Horace Cureton School**	School District	**Alum Rock SD**
Address	**3270 E Hills Dr, San Jose, CA 95127**	Contact Person	**Kelsey Rothrock**
Email	**kelsey.rothrock@arusd.org**	School Phone	**(408)928-7350**
School Fax		Minimum Guarantee	**25**
First Date of Use	**03/12/2024**	Last Date of Use	**03/15/2024**

Description	Rate	Qty	Unit Price	Base Amount	FA	Total
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Youth Hooded Sweatshirt - Navy	Each	1	$40.00	$40.00		$40.00
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			Total:	$13,945.00	$700.00	$13,245.00

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Due 04/15/2024	$13,245.00

Please remit payment along with the copy of the Invoice to:

YMCA Camp Campbell
Attention: Administration
16275 Highway 9
Boulder Creek, CA 95006-9652

CO#247295

Caring **Honesty** **Respect** **Responsibility**

Please pay Invoice in full as services have been provided.

Signature

4/29/24
Date

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Early Learning (School/Dept.) VENDOR NO. _____

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

☑ **Independent Contract** ☐ **MOU**

☐ Master Contract

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

Name of Individual/Company: Amergis Healthcare Staffing, Inc.

Address: 7223 Lee Deforest Drive City: Columbia State: MD Zip: 21046

Phone: (408) 914-4895 Email Address: judelcar@amergis.com

SSN: _____ or Fed I.D. #: 83-2976157

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on June 14, 2024, and will diligently perform as required and complete performance by July 25, 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").
Amergis Healthcare Staffing will be providing the Early Learning department (4) Behavior Technicians equivalent to a Paraeducator for the Bridge to Kinder Summer Program 2024.

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:** $ 48.00 (describe rate agreement) 40 hours average/week for 5 weeks at a rate of $48/hr. Projected cost $38,400.

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
060	2600	0	5815	00	0001	1000	020151	065	7392	38,400	6/3/24
											6/3/24

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

amergis

Justina Del Carlo
Account Manager
Amergis Staffing 2024-2025 School Year
Office: 408.914.3884
Cell: 530.821.9548
Email: judelcar@amergis.com

Amergis Behavior Technicians equivalent to a Paraeducator:

Required Trainings:

- **Crisis Prevention Training**
- **Professionalism Training**
- **Mandated Reporter Training**

Essential Duties and Responsibilities:

- **Follows the instructions of the BCBA/program supervisor/teacher**
- **Provides behavior assistance/interventions to assigned clients**
- **Provides behavior support services**
- **Provides crisis intervention**
- **Review and Implement behavior intervention plans**
- **Review and implement behavioral goals found within IEPs**
- **Documents session per policies and procedures**
- **Collects data accurately and efficiently**
- **Strictly adhere to confidentiality requirements**
- **Implement behavior management techniques in accordance with the directions given by the supervising teacher; including reinforcing appropriate behaviors in accordance with the teachers plan and supervising the student during these behavior management techniques**
- **Performs other duties as assigned/necessary**

Interview Passport:

- **Our BCBA created a rubric to sort individuals based on a mix of their experience, education, and such. This rubric places people into 3 categories.**
    - **Staff recommended to work in mild/moderate SPED classroom or general education classroom level 1 students**
        - **such as Instructional Aids**
    - **Staff recommended to work in a severe SPED classroom and level 2 students**
        - **such as working with mild/moderate behaviors**
    - **Staff recommended to work with high-acuity level 3 students**
        - **such as working with moderate/severe behaviors.**

amergis

Bill Rate:

- **$48/hour**

Projected Spend:

Amount of BTs	Average Hrs/week	Estimated weeks	Bill Rate:	Projected Cost
4	**40 hours**	**5 weeks**	**$48/hour**	**$ 38,400**

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Early Learning (School/Dept.) VENDOR NO. _____

Submitted by: Dr. Dianna Ballesteros

☑ **Independent Contract** ☐ **MOU**

☐ Master Contract

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

Name of Individual/Company: Center for the Collaborative Classroom

Address: 1001 Marina Village Pkwy, Ste 110 City: Alameda State: CA Zip: 94501

Phone: (_____) Email Address: amoylan@collaborativeclassroom.org

SSN: _____ or Fed I.D. #: 94-2311291

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on June 14, 2024, and will diligently perform as required and complete performance by June 30, 2024, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

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

Center for the Collaborative Classroom will provide a SEEDS trainer that will deliver an ~~introduction to SEEDS of Learning strategies, with a specific focus on the Big 5~~ Language and Literacy Transitions. This is a one (1) day in-person professional learning workshop for the Bridge to Kinder Summer eight(8) teachers and eight(8) paraeducators.

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:** $4,648.00 per hour/day of service as may be requested by ARUESD, not to exceed a maximum of 1 day 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
120	6053	0	5815	00	0001	1000	~~00005~~0	065	7394	$4,648.00	5/30/24
							~~02151~~				
							00051				JWB 5/30/24

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

Doc ID: ~~aaf602f23244d27002d457fb7e40b2a8a802abaf~~

Scope of Work & Payment Schedule	
Program:	Alum Rock - Summer Virtual SEEDS Introduction
Prepared by:	Alyssa Moylan, approved by Emily Grunt
Contact:	Name: Dr. Dianna Ballesteros Email: dianna.ballesteros@arusd.org Phone: 408-928-7290 Address: Alum Rock Centralized Enrollment Center 2000 Kammerer Ave San Jose, CA 95116
Program Details:	# of Sites Served: Bridge to Kinder summer program at Dorsa, Hubbard, Linda Vista, San Antonio # of Classrooms Served: 8 # of Teachers/Assistants/Providers Served: 17 # of Students Served: Program is In-Person

June 2024

#	Task	Deliverables & Data Source	Quantity	Rate	Payment
1.0	SEEDS of Learning: In-Person Introduction to SEEDS Strategies	A SEEDS trainer will deliver an introduction to SEEDS of Learning strategies, with a specific focus on the Big 5 Transitions *In-person daily rate of $4,000	1	$4,000.00	$4,000.00
2.0	Option 1: SEEDS Introductory Materials in English Only	Introductory SEEDS kit includes: - Toolkit (green bag, What Is It? bag, white board w/ marker + eraser)	20	$32.40	$648.00
				Total	$4,648.00

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. 301271

Submitted by: Kathleen Wyatt

☑ **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 Intiatives (FSMEI)

Address: 280 Perkins St. City: Oakland State: CA Zip: 94610

Phone: (510) 207-9454 Email Address: tyson@fsmei.org

SSN: _____ or Fed I.D. #: 84-4749489

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").

FSMEI will provide consultation, design and facilitation of trainings and feedback on Ethnic Studies curricular materials. In addition FSMEI will provide services to implement ~~anti-racist curriculum workshop series for students and staff. (Professional Development~~ days TBD for the 24/25 SY).

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:** $175.00/hour (describe rate agreement) Not to exceed $25,000 per site and $40,000 for Ethnic Studies Program.

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
010	0000	0	5815	00	1110	1000	080000	360	5025	MASTER	5/30/24

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

Freedom Soul Media

Education Initiatives

5102079454
280 Perkins St.
Oakland, CA. 94610

www.fsmei.org

FSMEI COLLABORATION WITH ALUM ROCK UNIFIED

FSMEI will partner with ARUSD on the Ethnic Studies Program build-out, support with Ethnic Studies curriculum design, provide consultation with the DEI Coordinator, Consult on a district-wide anti-racist policy, and provide professional development for school and district staff during the 24-25 school year. Additional programs and services can be added in the future to support this work in ARUSD further.

Program Details:

- FSMEI will provide comprehensive support to the Ethnic Studies Summer Camp, including workshop facilitation, program design, and curriculum development.
- FSMEI will provide one-on-one consultation on Ethnic Studies, culture, and climate issues that impact Black students, staff, and the Black community in ARUSD.
- FSMEI will provide consultation on anti-racist practices and policies for dealing with racially offensive actions and behaviors in ARUSD.

Program Cost:

- FSMEI Ethnic Studies Summer Camp Support & Workshop Facilitation..... **$15,000**
- Monthly DEI Consultation..... **$25,000**
- Based on an **hourly consulting fee of $175**, the FSMEI Ethnic Studies Support, DEI, and Black/African-American Culture and Climate Consultation will not exceed **$40,000** for the 2024 - 2025 school year.

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: Literary Resources, LLC (Heggerty Phonemic Awareness)

Address: 805 Lake St. Suite 293 City: Oak Park State: IL Zip: 60301

Phone: (708) 366-5947 Email Address: katie.forsell@heggerty.org

SSN: _____ or Fed I.D. #: 84-4218337

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").

Heggerty will provide eight in-person professional development days for all K-2nd grade teachers to ~~support the implementation of the Bridge to Reading programs which will provide phonics and phonemic~~ awareness tier 1 instruction to all ARUSD K-2nd grade students.

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

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

☑ b. **Other:** $40,200.00 (describe rate agreement) _____

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
060	6762	0	~~4300~~ 5815	00	1110	1000	040100	305	6762	$40,200.00	5/30/24
											5/30/24

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

BRIDGE TO Reading

HEGGERTY Professional Development

Session title: Bridge to Reading Implementation, 2-3 hours*

*Recommended to schedule Kindergarten, Combine 1st & 2nd, 3rd (coming soon)

Description:

This session is designed for teachers who are new to the Bridge to Reading curriculum. Teachers will learn how to teach foundational skills through daily lessons that incorporate both phonemic awareness and phonics. A Heggerty Literacy Specialist will model how to effectively teach a lesson using the materials and digital resources. Opportunities for engagement are strategically built into the sessions to allow for discussion and reflection.

Outcomes:

- Deepen their understanding of foundational skills and learn why Bridge to Reading is a comprehensive foundational skills program.
- Know the key components and materials within Bridge to Reading and the myHeggerty platform and how to use them appropriately within the daily lessons.
- Apply new learning and knowledge to teach the daily Bridge to Reading lessons

Outline:

- **Introduction & Setting the Stage**
- **Why Bridge to Reading?**
  - Data-Driven Literacy Instruction
  - What are foundational skills and why are they important?
- **How to teach using the Bridge to Reading curriculum**
  - Lesson Structure
    - Phonemic Awareness Lesson: (Scope & Sequence, Lesson Overview & Model, Scaffolds and Supports)
    - Phonics Lesson: (Scope & Sequence, Lesson Overview, Purpose, Materials Overview)
      - Phonics Lesson Model
  - Additional Lesson Components
  - myHeggerty: Navigation and Resources
- **Reflection & Next Steps with Q&A**



Heggerty
805 Lake Street, #293
Oak Park, IL 60301
708-366-5947 (phone)
orders@heggerty.org
www.heggerty.org

Bill To Name	Alum Rock Union Elementary	Ship To Name	Alum Rock Union Elementary
Bill To	2930 Gay Ave. San Jose, CA 95127-2322 USA	Ship To	2930 Gay Ave. San Jose, CA 95127-2322 USA

Quote Date 3/21/2024

Quote Product Name	Number of Participants	Sales Price	Total Price
Bridge to Reading Professional Development In-Person Full Day	N/A	$6,000.00	$6,000.00
Bridge to Reading Professional Development In-Person Full Day	N/A	$4,700.00	$4,700.00
Bridge to Reading Professional Development In-Person Full Day	N/A	$4,700.00	$4,700.00
Bridge to Reading Professional Development In-Person Full Day	N/A	$4,700.00	$4,700.00
Bridge to Reading Professional Development In-Person Full Day	N/A	$6,000.00	$6,000.00
Bridge to Reading Professional Development In-Person Full Day	N/A	$4,700.00	$4,700.00
Bridge to Reading Professional Development In-Person Full Day	N/A	$4,700.00	$4,700.00
Bridge to Reading Professional Development In-Person Full Day	N/A	$4,700.00	$4,700.00

Subtotal	$40,200.00
Total Price	$40,200.00
Tax	$0.00
Grand Total	$40,200.00

Vendor Information
Literacy Resources, LLC
FEIN: 84-4218337
District Vendor #: N/A

This quote does not constitute a confirmed order and is intended solely for budgetary purposes. A PD contract is needed to confirm PD session dates and times with Heggerty. When you are ready to move forward with scheduling the sessions listed on this quote, please contact us to receive a contract.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

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

To: Imee Almazan, Ed.D., Interim Superintendent

From: Ed Villarreal, Director of Maintenance, Operations, and Transportation

Re: Contract Approval - Bay Alarm Company

Date: May 29, 2024

Summary:
It is necessary for the District to maintain security-monitoring services for all of the district sites, including the district office.

Recommendation:
Staff recommends that the Board of Trustees approve the contract with Bay Alarm in the amount of $82,572.72 for the fiscal year 2023-2024.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

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

Submitted by: Ed Villarreal, 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: Bay Alarm Company

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

Phone: (800) 610-1000/ 1-800-470-1000 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 1st., 20 23, 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").

Provide security monitoring services for all of district sites, and District Office

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:** $ 82,572.72 (describe rate agreement) $6,881.06

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	8140	$82,572.72	M.New 6/13/2024

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

7. **INDEPENDENT CONTRACTOR STATUS:** This contract is by and between two independent contractors and is not intended to 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

CORPORATE OFFICE
5130 Commercial Cir. Concord, CA 94520
Sales: 1-800-610-1000 / Service: 1-800-470-1000
A Family Business Since 1946
www.bayalarm.com

Dear ARSD,

I would like to thank you for the opportunity to submit this Commercial Fire Alarm System Purchase and/or Services Agreement for your review and approval. I am proud to say that Bay Alarm Company has grown to become the largest family owned & operated electronic security company in America. We have been protecting businesses like yours for over 70 years, and we currently service more than one-hundred and forty thousand customers.

Although we have grown to become one of the largest alarm companies in America, we still recognize the importance of quick and efficient service. You will immediately recognize the difference between Bay Alarm and the other companies when you experience our commitment to total customer satisfaction. This is accomplished through providing our customers with one point of contact for all of their needs. Bay Alarm's mission is to provide our customers with the highest level of security and fire protection in the industry.

As a leader in our industry, we are proud to be affiliated with the following associations and agencies:

California Alarm Association
The Monitoring Association
California Automatic Fire Alarm Association
Electronic Security Association
NetOne
National Fire Protection Association (NFPA)

Thank you for your consideration. If I can be of any assistance by providing clarification or additional information please feel free to contact me. To learn more about Bay Alarm Company, please visit us at www.bayalarm.com.

Sincerely,

Devin Dickson
Enterprise Sales

Bay Alarm Company
Pricing Summary/Scope of Work

User Name: ARSD Site Phone Number: 000-000-0000

Site Address: **SEE ADDENDUM A**

□ **New System or Takeover** □ **New Owner** □ **Addendum-Alteration Addition** ■ **Cancels Former Agreement-Alteration Addition**

Services Provided: □ Full Service □ Time Plus Material Service □ Monitor Only

Sale and Installation Price and Payment Summary:

Total Installation Price: $ 0.00
(Plus Applicable Taxes to be billed separately)

Deposit Due at Signing: $ 0.00

Due Upon Completion of Prewire: $

Balance Due Upon Completion: $ 0.00

Monthly Service Charge:
$ 6,881.06 due Quarterly in Advance

Fire Test Frequency:
□ NFPA 72
□ Sprinkler Inspection Service, Bay will inspect risers in accordance with C.C.R. Title 19
□ Other:

Fire Test Devices:
□ Panel Only
□ Panel & Fire Devices
□ Other

Communication Type:
□ Single Phone Line
□ Two-Way Radio
□ One-Way Radio
□ Other Means Permitted by NFPA 72

FOR OFFICE USE ONLY

Scope of Work

User hereby authorizes Bay Alarm Company hereinafter "Bay", or assigns to sell, install and/or provide service for a life safety System under the following conditions and agrees to pay the installation charge upon completion and the service charge in advance to Bay's address, from the date the System is operational.

REFERENCE ATTACHED ADDENDUM A FOR SCOPE OF WORK

EQUIPMENT OWNED BY BAY ALARM AND LEASED BY ARSD IS DENOTED AS "LEASED" IN COLUMN A OF ADDENDUM A

User desires no additional protection at this time, I.E.

Pricing: The pricing set forth in this Agreement is based on the number of devices to be installed as set forth in the Scope of Work. If the actual number of devices installed is different than the number set forth in the Scope of Work, the price will be adjusted accordingly.

Special Provisions:

Services Provided:
Full Service: Bay will provide all repairs necessitated by ordinary wear and tear to the System. All other repairs shall be at User's expense on a time plus material basis at Bay's then prevailing rates, which include a minimum 30 minute visit charge.
Time Plus Material Service: At the end of Bay's limited warranty Bay will provide all repairs at User's expense on a time plus material basis. Parts and labor will be billed at Bay's then prevailing rates, which include a minimum 30 minute visit charge.
Monitor Only: Bay will not provide repair service, testing or inspections to the Systems. User is responsible to provide this service.

Fire System:
Smoke/Heat detectors—for area or spot detection only.
Bay to plan check and apply for required permits. User agrees to pay all permit, plan check, or drawing charges as required.
User understands and agrees that any additional devices required by the AHJ before final acceptance of System will be at User's expense at Bay's then prevailing rates.
User to provide a RED 20 amp Circuit Disconnecting Means for all required Dedicated Branch Circuits. User shall provide listed locks for the Circuit Disconnecting Means.
User to also provide dedicated 120VAC to the Fire Alarm Control Unit and associated power supplies, and install breaker locks for required power.
If smoke detectors are installed and then become dirty due to construction that takes place, the User understands they are responsible for repair and/or replacement.
If Bay is unable to gain access to the System for testing and inspections, User understands there may be a return trip fee. Bay will not issue a credit for failed or no access inspections.
User understands and agrees that the automatic fire alarm devices and appliances that will be installed or are located on this property are pursuant to the approved shop drawings that will be or were previously submitted by Bay to the AHJ for this property.
Additional state, other government agency, insurance inspections or testing which requires Bay personnel to be on site will be charged on a time plus material basis, at Bay's then prevailing rates.
Once System has been powered up and System is programmed at Bay's monitoring center the Monthly Service Fees is payable.
HVAC System power/shut off is to be provided by mechanical and/or electrical contractors. Duct detectors shall be provided with a grade level reset switch. Bay will monitor only.
If during the installation process the AHJ deems a fire watch is necessary while the System is being installed or temporarily inoperable, User to provide and pay for this service.
Any painting and/or patching is not included unless expressly stated otherwise.
Additional fees that are not included in the contract are as follows: permit fees, additional off hour inspections or re-inspection due to other contracted parties failure to show and have equipment ready for inspection.
Bay shall install a fire alarm System based on the Codes and Standards that were in effect at the time the System was designed, based on the prescriptive requirements for the occupancy. Bay is not providing an engineering assessment. If an engineering assessment of risk hazards is required, the User should contact a Registered Fire Protection Engineer.

If System Inspections are to be Performed:
Bay will perform system inspections during normal business hours, Monday-Friday 9-5. Inspections performed after normal business hours are available at a premium rate. Depending on the type of inspection being performed, User understands it may cause a disruption in business. This includes the annual testing of Notification Appliances.

If Sprinkler Inspections Service is Provided:
Bay will conduct the inspections in accordance with Title 19, California Code of Regulations, Chapter 5, and Article 4. Bay is not providing or will not provide design analysis of the premises sprinkler system through the inspection. If a design analysis is desired the User should contact a Registered Fire Protection Engineer. Subscriber is responsible for having a design analysis performed if there is a change of use to the occupancy and/or products that are stored or produced within the occupancy.

If a New Owner Labor Agreement:
Bay tests and inspects up to one (1) hour only. Any additional work that has not been contracted will be done on a time plus materials basis at Bay's then prevailing rate.

If a Takeover / Connect to User Owned Devices:
Bay to connect to and monitor or control User's owned equipment. Any work to be done on User owned equipment that exceeds one (1) hour will be on a time plus material basis at Bay's then prevailing rate including any repairs or modifications required to make System operational.

Network & VoIP:
User shall provide and maintain operational an Ethernet Network connected CAT-5 or higher cable with a RJ-45 plug termination at location specified by Bay. If required, User will provide I.P. address, gateway address and submask. If the Internet or Wireless Transmission is used as a primary or secondary transmission path, User will provide, at your expense, the necessary telecommunications connections facilities and required standby power. The Internet, radio and cellular networks are maintained and serviced by the applicable service provider and are totally beyond Bay's control. Signal transmission connectivity and speed may vary due to traffic volumes, adverse weather, System outages and other circumstances beyond our control. Internet Connectivity can only be supported through a PC with Internet Explorer. Mac's or other Browsers are not compatible at this time.
VoIP TELEPHONE SERVICE: The use of VoIP telephone service may interfere with the ability of the System to transmit alarm signals to our monitoring facility. The User must notify Bay in advance if considering the use of a managed VoIP service in order to assure its ability to function. User understands that DSL, unmanaged VoIP, or other internet-based services not approved in advance by Bay may not be used.

If a UL Certificate is Issued:
User understands and agrees that UL charges Bay an annual fee for their services. User will reimburse Bay for the fee. Bay will automatically renew agreement and certificate for same initial agreement term, unless notified thirty days in advance by User.

Progress Billing:
User understands and agrees that if there is a User caused interruption (i.e. User construction delay, remodeling, prewire, no power available, etc.) in Bay's ability to start and finish the installation and Bay must return at a later date to complete the installation, Bay will progress bill for a portion of work completed. A return trip charge may be incurred.

If an Addendum-Alteration Addition:
User understands and agrees that Bay will leave balance of System as listed per previous agreements.

If Cancels Former Agreement-Alteration Addition:
Contract terms begin upon date System and/or Service is online.

SIGNS, DECALS AND SYSTEM COMMUNICATOR REMAIN THE PROPERTY OF BAY

Service Agreement

The agreement is made by and between ARSD "User" and Bay Alarm Company hereinafter "Bay" and is effective for an initial period of **five years**, from date the System is operational. This agreement shall automatically, without action by either party, extend and renew itself under the same terms and conditions for successive periods of two (2) years each, after the initial period unless either party gives to the other at least thirty (30) days written notice, prior to expiration date, or its intention to terminate this agreement upon its original or any renewed expiration date.

Bay will sell to you and install the system ("System") described on the Scope of work section (s) and/or any additional continuation page (s), and if subscribed to by User, monitor and provide other services pursuant to the terms and conditions of this agreement.

Fire Alarm Shop Drawings will be completed for submittal to the governing Authority Having Jurisdiction (AHJ). Submittal times may be delayed if User cannot provide useable CAD (Computer Aided Design) files or architectural drawings to Bay. This may require Bay to create a set of floor plans in CAD at an additional expense to User. Floor plans are required for the production of fire alarm shop drawings.

Governmental Review: The AHJ may require approval of the System installation. Depending on the processing time for your current AHJ, Bay will not be responsible from delays arising for this portion of the installation process.

Installation: Local and state building and fire codes may prohibit the installation of a fire alarm System until approved by the governing AHJ and a permit for the installation is issued. Once Bay receives the approved permit the installation will begin approximately weeks and will be completed within approximately weeks.

SCOPE OF WORK:
Services to be provided at the following location:

SEE ADDENDUM A

Total Installation Charge: $ 0.00 (plus applicable sales tax)

Total Monthly Service Charge Due Quarterly in Advance: $ 6,881.06

User Acceptance:
In accepting this agreement, User agrees to the terms and conditions herein and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the User may issue. Any changes in the System requested by the User after the execution of this agreement shall be paid for by the User and such charges shall be authorized in writing.

Bay Alarm Company:

DEVIN DICKSON 523592
Sales Representative **Agent #**

Approved **Date**

User:

User's Signature

User's Printed Name and Title

Date Signed

This agreement will not be effective until either approved by one of Bay's managers, or Bay begins the installation of the equipment or initiates service. In the event of disapproval, Bay's only obligation shall be to refund any monies paid by User to Bay. User acknowledges and agrees that User will not receive a copy of this agreement signed by Bay's manager, and such lack of receipt shall not, in any way, invalidate or otherwise affect this agreement.

CSFM Automatic Fire Extinguishing Concern, Type 1 License, A-0471
California Contractor's License No. 880138
Alarm Operator's ACO License No. 28

Bay Alarm Company – What Have You Got To Lose?

Terms & Conditions

1. LIMITED WARRANTY: (a) WHAT IS COVERED: For one year parts and ninety (90) days labor; after we complete the installation, we will repair or replace any defective part of the System without charge to you. We can use new or used parts of the same quality. (b) HOW TO GET SERVICE: Call 1-800-470-1000. (c) WHAT IS NOT COVERED: Repair of the System is our only duty. This warranty does not include batteries or labor associated with the replacement of batteries. We make no other express warranty including any warranty of merchantability of the System or its fitness for any special purpose. All the implied warranties of merchantability or fitness for any special purpose are limited to the duration of this expressed limited warranty. We do not warrant that the System will always detect, or help prevent any fire, smoke, waterflow or other such event. We do not warrant that the System cannot be defeated or compromised or that it will always operate. This warranty does not cover repairs that are needed because of an accident, acts of God, your failure to properly use the System, or if someone other than us attempts to repair or change the System, or any other reason except a defect in the equipment. We are not liable for consequential or incidental damages. You agree that this is our only warranty and we have given you no other warranty for the System. (d) STATE LAW: Some states do not allow the exclusion or the limitation of consequential or incidental damages or a limitation on the duration of implied warranties, so the above limitations or exclusions may not apply to you. The warranty gives you specific legal rights and you may also have other rights which may vary from state to state.

2. ADDITIONAL COSTS: User agrees to pay Bay's standard rate for past due or carrying charges and collection costs if payments are not made on time or if installation charge is paid on a periodic payment plan or progress billing. A reconnect charge is to be paid by User if the System is disconnected because of a past due balance and User desires it reconnected. User will receive no credit if System is temporarily disconnected or out of service for any reason. Bay assumes no liability for failure to perform because of labor disputes, riots, floods, fires, acts of God or any catastrophe or condition beyond our control and is not required to perform work while any such condition exists. If it becomes necessary for Bay to institute legal proceedings to collect any charges as set forth herein, the unsuccessful party shall pay to the successful party reasonable attorney's fees and actual court cost wherein permitted by law. If User fails to pay any obligations under this agreement when due, upon ten (10) days' written notice, Bay may disconnect the System. A reconnection fee in addition to all past due amounts, will be required prior to reactivating System.

3. BAY IS NOT AN INSURER, LIQUIDATED DAMAGES, LIMITATION OF LIABILITY: For all Systems and services provided, User acknowledges that it is impractical and extremely difficult to fix the actual damages if any, which may proximately result from Bay's negligence, a failure by Bay to perform any of the obligations herein, including but not limited to, installation, monitoring, warranty repair, repair service or other services, or the failure of the System to properly operate with resulting loss to User because of, among other things a) The uncertain amount or value of User's property or the property of others kept on the premises which may be lost, destroyed, damaged or otherwise affected by occurrences which the System or service is designed to detect or avert; b) The uncertainty of the response time of any fire department, should they be notified as a result of a signal from or at premises; c) The inability to ascertain in advance what portion, if any, of any personal injury, death, or property loss would be proximately caused by Bay's failure to perform or by its equipment to operate; or d) The nature of the service to be performed by Bay. User understands and agrees that if Bay should be found liable for loss or damage due to failure of Bay to perform any of the obligations herein, including but not limited to installation, repair services, monitoring, fire inspections, or the failure of the System equipment in any respect whatsoever, or Bay's negligence then, Bay's liability shall be limited to a sum equal to the total of one half the annual payment or Fifteen Hundred Dollars ($1,500.00), whichever is the lesser, as liquidated damages and not as a penalty and this liability shall be exclusive; and that the provisions of this paragraph shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property, from performance or nonperformance of the obligations imposed by this agreement, or from negligence of Bay, its agents, assigns or employees. User may obtain a limitation of liability from Bay for a higher limitation of liability in lieu of the liquidated damages set forth above by paying an additional fee to Bay. If User elects this option, a rider will be added to this agreement which will set forth the amount of the limitation of liability and the amount of the fee. Agreeing to the limitation of liability does not mean that Bay is an insurer.

4. THIRD PARTY INDEMNIFICATION: When User, in the ordinary course of business, has the property of others in its/his custody, or the System extends to protect property of others, User agrees to and shall indemnify, defend and hold harmless Bay, its employees and agents for and against all claims brought by parties, other than the parties to this agreement. This provision shall apply to all claims regardless of cause including Bay's performance or failure to perform and including defects in products, design, installation, monitoring, repair, service, operation or non-operation of the System whether based upon negligence, warranty, contribution, indemnification, strict or product liability on the part of Bay, its employees or agents, but this provision shall not apply to claims for loss or damage which occur while an employee or agent of Bay is on User's premises and are solely and directly caused by such employee or agent.

5. SUBROGATION: So far as it is permitted by User's property insurance coverage, User hereby releases, discharges and agrees to hold Bay harmless from any and all claims, liabilities, damages, losses or expenses, arising from or caused by any hazard covered by insurance in or on the User's premises whether said claims are made by User, his agents, or insurance company or other parties claiming under or through User. User agrees to indemnify Bay against, defend and hold Bay harmless from, any action for subrogation which may be brought against Bay by any insurer or insurance company or its agents or assigns including the payment of all damages, expenses, costs and attorney's fees. User shall notify his insurance carrier of the terms of this provision.

6. USER DUTIES: You will instruct all other persons who may use the System on its proper use. If a problem in the System occurs you will notify us. Authorities may not respond to an alarm, and/or you may be subject to a fine or penalty unless you have all necessary permits and licenses for the use of the System. You agree that we may disclose the information of the instructions to any governmental agency having jurisdiction over the use and operation of the System. You will notify us in writing of any change in your fire rating bureau or agency. User will give Bay access to all portions the premises necessary to conduct inspections and tests of the System.

7. INSTALLATION: User will permit Bay to install the System during Bay's normal business hours and will give Bay uninterrupted access to User's premises. User agrees to compensate Bay for any additional installation/service visits required as a result of cancellation, readiness or unavailability to Bay's current prevailing rate. User has approved the locations of where the control panel, audible devices and all protective devices will be installed. User has the affirmative duty to inform Bay, prior to beginning of installation, of every location at the premises where we should not (because of concealed obstructions or hazards such as pipes, wires or asbestos) enter or drill holes. Upon request, User will repair the premises (including fixing broken sprinkler system components) reasonably necessary to facilitate the installation and operation of the System. If asbestos or other health hazardous material is encountered during installation, Bay will cease work until User has, at User's sole expense, obtained clearance from a licensed asbestos removal or hazardous material contractor that continuation of work will not pose any danger to Bay's personnel. In no case shall Bay be liable for discovery or exposure of hidden asbestos or other hazardous material, and User shall indemnify and hold Bay and its employees harmless from any claims brought against Bay and/or its employees by third parties for damages, personal injury, death, emotional injury, whether actual or prospective allegedly caused by the presence, spread, ingestion or inhalation of any substance/vapor on or originating from User's premises. Bay is not responsible if the installation is delayed because of bad weather, labor disputes, unavailability of electrical power or telephone service, Acts of God or other reasons beyond Bay's control. After completion of the System, User and a Bay representative will inspect it. If something is missing or not properly installed you the User will notify Bay within ten (10) days, otherwise the System will have been accepted by User.

8. CHARGES, TAXES, and RATE INCREASES: All charges set forth herein are based upon existing federal, state and local taxes and utility charges, including telephone company charges, if any. Bay shall have the right at any time to increase the monthly charges provided herein, to reflect any additional taxes, fees or charges provided herein, or charges which hereafter may be imposed on Bay by any utility or governmental agency relating to the service(s) provided under the terms of this agreement and User agrees to pay the same. So that Bay may properly adjust its rates to meet changing service costs and notwithstanding the terms and conditions set forth herein after the expiration of one (1) year from the date of completion of installation and not more often than once each twelve (12) months, Bay may increase the monthly service charge by up to 1.5 times the current Bureau of Labor Statistics Consumer Price Index for all urban consumers (related areas) or if this index is discontinued a comparable index as measured from the date of this agreement to the effective date of the increase upon giving User notice in writing. The billing invoice setting forth the new charge shall be sufficient notice of the increase. Not withstanding any other terms and conditions set forth in this agreement, so that Bay may properly adjust periodic charges to recover increases in its services costs which are not recovered by increase pursuant to paragraph above, at any time after the expiration of one (1) year from date of installation, Bay may increase the monthly service charge to an amount exceeding the charge provided in paragraph above upon giving the User notice in writing. The billing invoice setting forth the new charge shall be sufficient notice of the increase. If User is unwilling to pay such additional monthly charges imposed pursuant to this paragraph and Bay is unwilling to rescind the additional amount, User may terminate this agreement upon giving written notice to Bay within ten (10) days from the effective date of the increase. User's failure to notify Bay within said ten (10) days shall constitute User's consent to the increase pursuant to this paragraph.

9. ASSIGNEES/SUBCONTRACTORS OF BAY: Bay may transfer or assign this agreement to any other person or entity including any financial institution or alarm company. User may not transfer this agreement to someone else (including some-one who purchases or rents User's premises) unless Bay approves the transfer in writing. Bay may use subcontractors to provide installation, repairs, inspections, tests or monitoring services. This Agreement, and particularly paragraphs 3, 4 and 5, shall apply to the work or services Bay's assignees or subcontractors provide, and shall apply to them and protect Bay's assignees and subcontractors in the same manner as it applies to and protects Bay.

10. MONITORING SERVICE: When a signal from the System is received in Bay's Central Station, Bay will try to telephone the proper fire department or other emergency personnel and the first available person on the Emergency Notification List User gives us. You will notify us in writing of any changes in the instructions. . To avoid Unwanted Alarms, Bay may, where permitted or required by the Authority Having Jurisdiction, call User's premises first to determine if an actual emergency exists before Bay calls any authorities. If Bay has reason to believe that no actual emergency exists, Bay may choose not to place such notification calls. Bay may discontinue any part of this service if required to do so by governmental or insurance authorities. User acknowledges and agrees that both User and Bay are required to comply with all laws, rules and regulations regarding monitoring and alarm response enacted or adopted by the governmental authorities having jurisdiction over the System. User consents to the tape recording of all telephonic communications between Bay's Central Station and User's premises. Bay may charge User for non-emergency signals, use of premises keys or alarm response by Bay personnel. If Bay holds premises keys, it is hereby authorized to enter and make a visual inspection of the interior of the premises or protected area. User acknowledges that if Bay utilizes a digital communicator for the purpose of sending alarm signals from User's premises to Bay's Central Station, that the signals from User's System may be sent over a single phone line to Bay's Central Station and other telephone calls cannot be made when the System is activated including 911 emergency operator calls; and in the event User's telephone service is out of order, disconnected, placed on vacation or otherwise interrupted, signals from User's System will not be received in Bay's Central Station during any such interruption and the interruption will not be known to Bay. User further acknowledges and agrees that signals are sent over telephone company lines which are wholly beyond the control and jurisdiction of Bay and are maintained and serviced by the applicable telephone company. User agrees to pay all charges for all telephone services connecting User's protected premises and Bay. User acknowledges that if Wireless Transmission becomes inoperative for any reason, signals will not be received in Bay's Central Station. User acknowledges that Wireless Transmission may be impaired or interrupted by atmospheric conditions, including electrical storms, power failures or other conditions beyond the control of Bay.

11. EXCESSIVE ALARMS: In the event an excessive number of false alarms or service calls are caused by User or in the event User in any manner misuses or abuses the System, Bay may, in its sole discretion, deem same to be a material breach of contract on the part of User and, at its option, be excused from further performance upon the giving of ten (10) days written notice to User. Bay's excuse from performance shall not affect its right to recover damages from User. **User represents he fully understands that the equipment, because of its sensitivity and nature, is subject to the influence of external events which are not within the control of Bay and which may cause the alarm to activate.** In the event a fine, penalty or fee is assessed against Bay or User by any governmental or municipal agency as a result of any alarm originating from User's premises, User agrees to be responsible for payment of all assessments and/or reimburse Bay for Bay assessments. Any or all such alarms shall not excuse any of the obligations of User as set forth in the agreement.

12. DISCONNECT POLICY: User hereby authorizes Bay to manually or automatically disconnect System if so ordered by a public official or regulation or for nuisance or electrical reasons or if Bay is unable to notify User at emergency numbers listed or if User declines or fails to arrive at premises within thirty (30) minutes after notification. User agrees to hold Bay harmless and to indemnify Bay for any damage, loss, or liability which may result from the turning off of the System.

13. CONTROL COMMUNICATOR: The control communicator is owned by Bay. User acknowledges and agrees that Bay reserves the right to access the digital control communicator by way of remote programming in order to perform diagnostics, change and/or update information, or disconnect service upon the termination or expiration of this agreement.

14. RENEWAL; ENTIRE AGREEMENT: It is understood and agreed by and between the parties hereto, that if there is any conflict between this agreement and User's purchase order or any other document or Bay literature, this agreement will govern, whether such purchase order or other document is prior or subsequent to this agreement unless expressly superseded or replaced by a subsequent agreement. In the event any provisions or parts of this agreement shall be unenforceable, the parties understand and agree that the remaining provisions and parts shall continue in full force and effect. There are no verbal understandings changing or modifying this agreement. If User cancels agreement before installation begins, User agrees to pay an administrative charge of 50% of the installation charge. We retain ownership in the System until the sales price is paid in full. If you fail to make any payment for the purchase of the System you empower us and will permit us to disconnect and remove the System or any part of it from your premises. In addition we may pursue any rights and remedies we may have as a secured creditor under the Uniform Commercial Code or pursue any other rights we may have under the law. Removal or disconnection of the System shall not be deemed a waiver of our rights to collect damages, and we shall be under no obligation to restore your premises to its original condition if we terminate the installation or remove the System or any part of it.

15. GOVERNING LAW: This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof. This agreement supersedes all prior representations, understandings or agreements of the parties; and the parties rely only upon the contents of this agreement in executing it. This agreement can only be modified in writing signed by the parties or their duly authorized agent. No waiver or breach of any term or condition of this agreement shall be construed to be a waiver of any succeeding breach. User agrees that this agreement is performed in the state of California and shall be governed by the laws of California. User agrees that any and all legal proceedings will have Contra Costa County California as the exclusive place of venue.

16. LEGAL WAIVERS; JUDICIAL REFERENCE: Both parties hereby agree that no suit or action that relates in any way to this agreement (whether based upon contract, negligence or otherwise) shall be brought against the other more than one (1) year after the accrual of the cause of action therefore. Both parties agree that no lawsuit or any other legal proceeding connected with this Agreement shall be brought or filed more than one (1) year after the incident giving rise to the claim occurred. Any controversy, dispute, or claim between the parties arising out of or relating to this Agreement, (other than actions brought by Bay in small claims court to collect amounts due under this Agreement) will be settled by a reference proceeding in Contra Costa County California, in accordance with the provisions of Sections 638, et seq and 641 through 645.1, and of the California Code of Civil Procedure, or their successor sections, which shall constitute the exclusive remedy for the resolution of any controversy, dispute, or claim concerning this Agreement, including whether such controversy, dispute, or claim is subject to the reference proceeding. The referee shall be appointed to sit as a temporary Judge with all of the powers of a temporary Judge authorized by law. In the event that the enabling legislation, which provides for the appointment of a referee is repealed and no successor statute is enacted, any dispute between the parties that would otherwise be determined by a reference procedure herein, will be resolved and determined by binding arbitration. That arbitration will be conducted by a retired Judge of the Superior Court in accordance with Section 1280 to 1294.2 of the California Code of Civil Procedure, as amended from time to time.

17. IMAGING: User agrees that Bay may save and store all agreements and other documents executed by User in an electronic media and all such agreements and other documents shall be deemed to be, and may be used by Bay as, originals and shall be given the same force and effect as the paper-form original.

18. DEFAULT BY USER; EXPIRATION; TERMINATION: If any proceeding in bankruptcy, receivership, or insolvency shall be commenced by or against User or his property, or if User makes an assignment for the benefit of creditors, User and Trustee or Assignee appointed to take charge of User's assets shall elect within thirty (30) days to assume or reject this agreement. If assumed, the party assuming this agreement shall within sixty (60) days thereafter: (1) cure all defaults including payment of all amounts due, and (2) provide to Bay adequate assurances of the future performances. Bay shall have the right to terminate this agreement. If User defaults or cancels this agreement, or this agreement is terminated in whole or in part for any reason other than Bay's default, Bay shall be entitled to collect and User shall pay to Bay: (i) all amounts due to Bay for services performed and equipment provided through the termination date of the agreement, and (ii) all amounts to which Bay is entitled by law for the unexpired term of the agreement, including loss of profits. Thirty day written cancellation required. At the expiration or termination of this agreement for any reason, Bay is authorized to enter onto the premises of User and remove Bay's identification signs, decals, equipment and reprogram or otherwise modify the control communicator so that it will no longer communicate signals to Bay's Central Station.

19. BAY'S LICENSES: CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTOR'S STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR (4) YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN TEN (10) YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 2600, SACRAMENTO, CA 95826.

PLEASE READ ENTIRE AGREEMENT

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

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

To: Imee Almazan, Ed.D., Interim Superintendent

From: Ed Villarreal, Director of Maintenance, Operations and Transportation

Re: Contract Approval - Blossom Hill Glass and Mirror

Date: June 3, 2024

Summary:
Due to frequent vandalism resulting in broken windows, the District must sustain a contract with a company adept at providing emergency glass repairs and replacements district-wide on an as-needed basis.

Recommendation:
Staff recommends that the Board of Trustees approve the Blossom Hill Glass and Mirror contract for $50,000.00 for the 2024 – 2025 Fiscal Year.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Required Pre-Approval Form for Contracts over $5000-

NOTE: Please submit this form to your supervisor; contracts are pre-approved on a weekly basis during Executive Cabinet meetings. You will receive a copy of the approved form from your supervisor.

Type of Contract: ☐ Employee Contract ☑ Independent Contractor Agreement ☐ MOU

School/Department: M.O.T.-Maintenance Date: June 3, 2024

Requested by: Ed Villarreal, Director of Maintenance, Operations and Transportation

Name of Company/Individual to be contracted: Blossom Hill Glass and Mirror

Address: 6291 Radiant Drive

City: San Jose State: CA Zip Code: 95123

Dates of Services: July 1, 2024 - June 30, 2025

Services to be provided:
Emergency Glass Repair and Replacement due to vandalism District-wide.

Estimated Cost: $50,000.00 (NTE)

BUDGET CODE:

FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SB-OB 00	GOAL XXXX	FCTN XXXX	CST-CTR XXXXXX	LOC XXX	PROG XXXX	$ AMOUNT	ACCOUNTANT INITIALS
010	0000	0	5815	00	0000	8100	000000	450	5350	$50,000.00	MN 6/6/2024

Supervisor's Signature: Kal S Date: 6/5/24

Approved: ☑ Yes ☐ No

Blossom Hill GLASS
370 Piercy Road
San Jose, CA 95138

May 21, 2024

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

To Whom it may Concern:

Blossom Hill Glass provides the following services……

1. New Retro fit windows and patio doors
2. Glass replacement single pane and double pane
3. Putty Windows
4. Plate Glass Replacement
5. Tempered Glass Replacement
6. Lami Safety Glass Replacement
7. Dark Glass Replacement

Please note that the price is as follows: $495.00 per window.

Sincerely,

Samantha Sproul
Office Manager
Blossom Hill Glass

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

To: Imee Almazan, Ed.D., Interim Superintendent

From: Ed Villarreal, Director of Maintenance, Operations and Transportation

Re: Contract Approval - General Tree Service

Date: June 3, 2024

Summary:
Due to unanticipated tree damages, it is necessary for the District to retain a contract with a company that is qualified and dependable to provide emergency tree trimming and removal on an as-needed basis district-wide.

The District had contacted various companies, and based on pricing, experience, and reliability, the staff recommends contracting with General Tree Service.

Recommendation:
Staff recommends that the Board of Trustees approve the contract with General Tree Service for $84,000.00 for the fiscal year 2024-2025.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Required Pre-Approval Form for Contracts over $5000-

NOTE: Please submit this form to your supervisor; contracts are pre-approved on a weekly basis during Executive Cabinet meetings. You will receive a copy of the approved form from your supervisor.

Type of Contract: ☐ Employee Contract ☑ Independent Contractor Agreement ☐ MOU

School/Department: M.O.T.-Maintenance Date: June 3, 2024

Requested by: Ed Villarreal, Director of Maintenance, Operations and Transportation

Name of Company/Individual to be contracted: General Tree Service

Address: 1323 Darryl Drive

City: San Jose State: CA Zip Code: 95130

Dates of Services: July 1, 2024 - June 30, 2025

Services to be provided:
Emergency Tree Trimming and Removal on an as needed basis District-wide.

Estimated Cost: $84,000.00 (NTE)

BUDGET CODE:

FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SB-OB 00	GOAL XXXX	FCTN XXXX	CST-CTR XXXXXX	LOC XXX	PROG XXXX	$ AMOUNT	ACCOUNTANT INITIALS
050	8150	0	5815	00	0000	8100	000000	450	8130	$84,000.00	MD 6/6/24

Supervisor's Signature: Kol S Date: 6/6/24

Approved: ☑ **Yes** ☐ **No**

GENERAL TREE SERVICE

1323 DARRYL DR

SAN JOSE CA 95130

408-489-5671

6/5/2024

General tree service will provide the services of Tree trimming, Removal and Stump grinding. We remove fallen or broken trees, risk assessment, emergency services for after hour fallen trees. The cost is $425 an hour for trimming and removal. The stump grinding cost is $3.25 per inch of stump to be removed.

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

To: Imee Almazan, Ed.D., Interim Superintendent

From: Ed Villarreal, Director of Maintenance, Operations, and Transportation

Re: Contract Approval – Peter P. Imperial dba Imperial Fire, Safety & First Aid

Date: June 3, 2024

Summary:
The district is required to maintain, repair or replace, test, and certify existing fire extinguishers as needed to comply with safety regulations and requirements for all buildings and classrooms district-wide.

Recommendation:
Staff recommends that the Board of Trustees approve the contract with Peter P. Imperial dba Imperial Fire, Safety & First Aid for $19,300.00 for the 2024-2025 fiscal year.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Required Pre-Approval Form for Contracts over $5000-

NOTE: Please submit this form to your supervisor; contracts are pre-approved on a weekly basis during Executive Cabinet meetings. You will receive a copy of the approved form from your supervisor.

Type of Contract: ☐ Employee Contract ☑ Independent Contractor Agreement ☐ MOU

School/Department: M.O.T.-Maintenance Date: June 3, 2024

Requested by: Ed Villarreal, Director of Maintenance, Operations and Transportation

Name of Company/Individual to be contracted: Peter P. Imperial dba Imperial Fire, Safety & First Aid

Address: 1538 Willard Garden Court

City: San Jose State: CA Zip Code: 95126

Dates of Services: July 1, 2024 - June 30, 2025

Services to be provided:
Service and Repair of Fire Extinguishers as needed District-wide.

Estimated Cost: $19,300.00 (NTE)

BUDGET CODE:

FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SB-OB 00	GOAL XXXX	FCTN XXXX	CST-CTR XXXXXX	LOC XXX	PROG XXXX	$ AMOUNT	ACCOUNTANT INITIALS
050	8150	0	5815	00	0000	8100	000000	450	8130	$19,300.00	MNWh 6/6/2024

Supervisor's Signature: Kal Date: 6/6/24

Approved: ☑ Yes ☐ No

IMPERIAL FIRE, Safety & First Aid

1538 Willard Garden Court

San Jose, CA 95126

408 406-3091

SCOPE of Work: Fire Extinguisher Annual Maintenance Certification

Alum Rock Union School District,

1. Perform yearly inspection service
2. Perform internal 6 year service
3. Pressure test cylinders every 12th year
4. Replace old, damage, or missing parts
5. Replace old fire extinguishers

Job sites: All schools, shops, offices, buses

Peter Imperial
IMPERIAL FIRE
408 406-3091
peterimperial@yahoo.com

May 9, 2024

IMPERIAL FIRE, Safety & First Aid
1538 Willard Garden Court, San Jose, CA 95126
(408) 406-3091, e: peterimperial@yahoo.com

No. 961417-1

Fire Extinguishers QUOTE FOR 2024-2025

SOLD TO: ALUMA ROCK UNION SCHOOL DISTRICT
2930 GAY AVE
SAN JOSE, CAL 95127

SHIP TO: DISTRICT WIDE, SCHOOL BUSES, CORP YARD

CUSTOMER'S PHONE NO.

ANNUAL ☒ EMERGENCY ☐ | CUSTOMER ORDER NO. | TERMS: 1½% per month, 18% per year on past due accts. NET 30 | DATE: MAY 9, 2024

EXTINGUISHERS	2½-G	2½-W	2½-C	5 lb	5 lb	10 lb	15 lb	20 lb	30 lb			UNIT PRICE	EXTENSION NON TAX	EXTENSION TAXABLE
CO2 INSPECTION														
~~CO2~~ RECHARGES K Type								5			5	x 67.00	= $335.00	
~~HALON~~ INSPECTION ABC				691+1				692			692	x 11.00	= $7612.00	
~~WATER~~/PRESS. RECHARGE 1565											15	x 4.00	= 60.00	
DRY CHEM. DISP. CART.														
DRY CHEM. ~~CART.~~ 2½ ABC	40										40	x 12.00	= 480.00	
DRY CHEM. PRESS														
DRY CHEM. PRESS 5LB ABC				361							361	x 14.00	= 5054.00	
DRY CHEM. PRESS														
HYDROTEST LOW PRESS SHELLS				111							111	x 38.00	= 4218.00	
HYDROTEST DRY CHEM./CO2														
INSTALL 13											13	x 12.00	= 156.00	
Dispose of old				99							99	x 4	= 396.00	
Travel 23											23	x 43	= 989.00	

QUAN.	SIZE	LBS.	GAL.	DESCRIPTION	EQUIPMENT		
							$19,300

Net 30 Days

EXCLUDES GLASS & ADDITIONAL NEW FIRE EXTINGUISHERS BRACKETS, SIGNS IF REQUIRED

Please Pay from this Invoice
Credit Card Payments Accepted

TAXABLE	
TAX	
NON TAXABLE	
TOTAL $	19,300.00

SERVICEMAN: Peter 408-406-3091

RECEIVED IN GOOD ORDER AND ACCEPTED
BY: ED VILLANUEVA Date: 5-9-24

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

To: Imee Almazan, Ed.D., Interim Superintendent

From: Ed Villarreal, Director of Maintenance, Operations and Transportation

Re: Contract Approval- Precision Communications Systems, Inc.

Date: June 3, 2024

Summary:
The District needs to maintain a contract with an experienced and reliable company that can provide fire alarm inspections and maintenance services district-wide. The District has a propriety system, which has been in place for many years, thus requiring the District to continue contracting with Precision Communications Systems, Inc.

Recommendation:
Staff recommends that the Board of Trustees approve the contract with Precision Communications Systems, Inc. for $50,000.00 for the 2024 – 2025 Fiscal Year.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Required Pre-Approval Form for Contracts over $5000-

NOTE: Please submit this form to your supervisor; contracts are pre-approved on a weekly basis during Executive Cabinet meetings. You will receive a copy of the approved form from your supervisor.

Type of Contract: ☐ Employee Contract ☑ Independent Contractor Agreement ☐ MOU

School/Department: M.O.T.- Maintenance Date: June 3, 2024

Requested by: Ed Villarreal, Director of Maintenance, Operations and Transportation

Name of Company/Individual to be contracted: Precision Communications Systems, Inc.

Address: 2005 O'Toole Avenue

City: San Jose State: CA Zip Code: 95131

Dates of Services: July 1, 2024 - June 30, 2025

Services to be provided:
Fire Alarm Inspection, and Maintenance Services as well as installation, testing, central monitoring, clock/PA system, and telephone installation and maintenance district-wide.

Estimated Cost: $50,000.00 (NTE)

BUDGET CODE:

FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SB-OB 00	GOAL XXXX	FCTN XXXX	CST-CTR XXXXXX	LOC XXX	PROG XXXX	$ AMOUNT	ACCOUNTANT INITIALS
050	8150	0	5815	00	0000	8100	000000	450	8130	$50,000.00	M.Nuño 6/6/2024

Supervisor's Signature: Kal S Date: 6/6/24

Approved: ☑ **Yes** ☐ **No**

Precision Communications

Systems

2005 O'Toole Ave · San Jose, CA 95131 · Ph: (408) 583-8140 · Fax: (408) 583-8123
corporate@precisioncommsystems.com · www.precisioncommsystems.com
C-10 Lic: 916419

May 20, 2024

Steven Doty
2005 O'Toole Ave.
San Jose, CA 95131

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

To whom it may concern,

Thank you for allowing Precision Communications Systems, Inc. to provide you with the following service:

- Fire Alarm/Security – Maintenance/Service
- Fire Alarm/Security – Design/Engineering/Installation
- Fire Alarm/Security – Testing and Inspection
- Fire Alarm/Security – Central Station Monitoring – "Hardwired" or "wireless"
- Clock/PA/Telephone Data – Maintenance/Service
- Clock/PA/Telephone – Design/Engineering/Installation
- Audio/Video "AV" – Maintenance/Service
- Audio/Video "AV" – Design/Engineering/Installation
- Labor (normal business hours) - $140/hour
- Overtime - $210/hour, Sunday - $280/hour

We are confident that you will be satisfied with the services that we can offer.

If you have any questions or concerns, Please feel free to contact me any time.

As your needs change, we will be happy to help you evaluate those needs and offer you the services that will help you achieve your goals. Again, thank you for allowing Precision Communications Systems, Inc. to provide you an option.

Sincerely,

Steven W. Doty
President

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

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

To: Imee Almazan, Ed.D., Interim Superintendent

From: Ed Villarreal, Director of Maintenance, Operations and Transportation

Re: Contract Approval - Precision Concrete Cutting

Date: June 3, 2024

Summary:
The District is required to assess and address trip hazards at our sites to ensure the safety of all students, staff, and visitors. After meeting and discussing with Precision Concrete Cutting, MOT has determined that their services would meet the needs found at various school sites within our District. They will provide a comprehensive assessment of our schools' grounds and work to make our school free of all safety trip hazards.

Recommendation:
Staff recommends that the Board of Trustees approve the Contact for Precision Concrete Cutting for $84,000.00 for the 2024-2025 Fiscal Year.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Required Pre-Approval Form for Contracts over $5000-

NOTE: Please submit this form to your supervisor; contracts are pre-approved on a weekly basis during Executive Cabinet meetings. You will receive a copy of the approved form from your supervisor.

Type of Contract: ☐ Employee Contract ☑ Independent Contractor Agreement ☐ MOU

School/Department: M.O.T.- Maintenance Date: June 3, 2024

Requested by: Ed Villarreal, Director of Maintenance, Operations and Transportation

Name of Company/Individual to be contracted: Precision Concrete Cutting

Address: 417 Harrison Street

City: Oakland State: CA Zip Code: 94607

Dates of Services: July 1, 2024 - June 30, 2025

Services to be provided:
Assess concrete and asphalt trip hazards and eliminate by cutting and leveling access areas District-wide.

Estimated Cost: $84,000.00

BUDGET CODE:

FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SB-OB 00	GOAL XXXX	FCTN XXXX	CST-CTR XXXXXX	LOC XXX	PROG XXXX	$ AMOUNT	ACCOUNTANT INITIALS
050	8150	0	5815	00	0000	8100	000000	450	8130	$84,000.00	M.N 6/6/2024

Supervisor's Signature: Kol S Date: 6/6/24

Approved: ☑ **Yes** ☐ **No**

PRECISION CONCRETE CUTTING
Trip Hazard Removal Specialists

Date: 5/2/2024

ALUM ROCK UNION ELEMENTARY DISTRICT AND PRECISION CONCRETE CUTTING (PCC)

OVERVIEW

Uneven sidewalks caused by ground settling and tree roots cause a potential hazard to students, staff and parents. Displaced sidewalks cause problems for public entities in the form of trip and fall liability exposure.

BACKGROUND INFORMATION ON PRECISION CONCRETE CUTTING

PCC has been assessing and repairing sidewalks since 1990. The company performs work throughout the United States and with dozens of cities in California.

PCC is the leader in sidewalk asset management. We specialize in assessing sidewalk infrastructure and repairing uneven sidewalks. Our unique saw-cutting method for correcting off-set sidewalk panels leaves behind ADA compliant results for a fraction of the cost of new concrete. Our clients benefit from detailed GIS maps that allow them to create a GIS database to cost effectively manage their sidewalk infrastructure.

ASSESSMENT SERVICES

PCC technicians will walk every panel in the project area and visually assess potential tripping hazards and damage. PCC will provide a GIS compatible report that list each location identified including a photo, exact location, off-set height and square foot amount for replacement locations.

PROPRIETARY MOBILE PHONE SOFTWARE

PCC has developed proprietary mobile software useable across multiple platforms (Android, iPhone, iPad, Smart Phone, etc.)

- Provides GPS Coordinates – Integrates with GIS systems
- Mapping – Provides detailed location data plotted with Google Maps
- Detailed Reporting – Provides specific and detailed data on measurements for every trip hazard
- Addresses – The software gives the address and longitude / latitude of each trip hazard location
- Additional Data - Records other data, e.g. spalling, cracks, replacements or other data you need
- Sidewalk Asset Management – PCC offers complete sidewalk asset management

PROPRIETARY AND PATENTED REPAIR METHOD

To Date, PCC has been awarded 6 patents by the US Patent and Trademark Office on our trip hazard removal equipment and process. The following is each patent description and number where they can be reviewed on the US Patent office web site – www.uspto.gov

- 6,827,074 - Hub and blade combination patent
- 6,896,604 - Dust hood patent
- 7,000,606 - Cutting apparatus and broadening patent
- 7,143,760 - Method patent
- 7,201,644 - Variations and broadening patent
- 7,402,095 - Extended methods patent



PRECISION CONCRETE CUTTING
Trip Hazard Removal Specialists

PROPOSAL DETAILS

Billing Units: Services are billed in "Inch Feet". An inch foot is calculated by measuring the average height of the sidewalk off-set and multiplying this average by the length of the cut. Example: A sidewalk off-set on a 4-foot wide sidewalk that consists of a 0.5" rise on one side, and tapers down to a zero rise on the other is calculated as follows:

$$\frac{0.5" + 0"}{2} \times 4ft = 1 \text{ inch-foot}$$

Unit Price for sidewalk shaving: $71.63 per inch-foot.

LIMITATIONS

PCC removes only those trip hazards specifically requested or approved by customers, and therefore makes no guarantee or representation that areas are free of trip hazards after the work is completed. It is our customers' responsibility to provide proper access and PCC assumes no liability for trip hazards that cannot be repaired due to parked vehicles or other obstacles preventing safe and practical access. In such cases, PCC returns once to attempt completion of repairs that could not be completed the first time. Additionally, it is recognized that after completion of the work, the concrete trip hazards may and frequently do continue to move naturally over time due to roots, water, freezing, pipes, and other natural or man-made causes. PCC is not responsible for movement or changes in the sidewalk and is not liable for any related claims, losses, damages or liabilities thereto pertaining.

Precision Concrete Cutting is committed to providing the highest quality service to our customers. Should you have any questions or comments, please do not hesitate to contact us.

PCC Representative:

Heather Jimison

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: Lexia_Voyager_Sopris_Inc.

Address: 17855 Dallas Pkwy. #400 City: Dallas State: TX Zip: 75287

Phone: (800) 547-6747 Email Address: customerservice@voyagersopris.com

SSN: _____ or Fed I.D. #: 84-0770709

Mutually agree and promise as follows:

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

Voyager Sopris will provide trainings on both Language Live! and Read Well curriculum to special education teachers during the 2024-2025 school year.

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:** $4,400/day 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 $17,600

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
080	~~3305~~	0	5815	00	5001	1190	000000	380	~~3305~~	17,600	
	6500								1820		5/31/24
										5/31/24	

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

VOYAGER SOPRIS LEARNING

*Lexia Voyager Sopris Inc.
Attn: Order Entry Department
17855 Dallas Pkwy, Suite 400
Dallas, Texas 75287
Phone: (800) 547-6747
Fax: (888) 819-7767
Email: CustomerService@voyagersopris.com

Quote Number	00150438
Created Date	3/22/2024
Expiration Date	6/30/2024

Quote To	Anthony Colonna
Phone	(408) 928-8392
Email	anthony.colonna@arusd.org

Bill To Name	Alum Rock Union Sch District
Bill To	2930 Gay Ave San Jose, CA 95127 US
Ship To Name	Alum Rock Union Sch District
Ship To	2930 Gay Ave San Jose, CA 95127 US

Sales Executive

Sarah Durlak
214-932-9367
sarah.durlak@voyagersopris.com

Description	Product Code	Quantity	Sales Price	Total Price
LANGUAGE! Live PD Service Package - per day pricing	325526	4.00	$4,400.00	$17,600.00

Total Price	$17,600.00
S&H	$0.00
Tax	$0.00
Total Due	$17,600.00

Comments

***As of January 13, 2022, Voyager Sopris Learning, Inc. (Tax ID # 84-0770709), changed its name to Lexia Voyager Sopris Inc. As such, all business, all contracts, and documentation associated with this quote shall be executed under the Lexia Voyager Sopris Inc. name. (Same Tax ID # 84-0770709).**

**Prices included herein are exclusive of all applicable taxes, including sales tax, VAT or other duties or levies imposed by any federal, state or local authority, which are the responsibility of customer. Any taxes shown are estimates for informational purposes only. Customer will provide documentation in support of tax-exempt status upon request. Pricing is valid for 60 days unless otherwise specified on this quote. Unless otherwise provided herein, Voyager Sopris will invoice the total fees set forth above upon receipt of customer's PO/acceptance. Payment is due net 30 days of invoice.

All academic school year licenses begin August 1 and end July 31 annually and all Summer subscription licenses begin May 1 and end July 31, regardless of purchase date.

- Additional Support Services purchased separately from subscription licenses/packages (e.g., webinars or additional onsite and/or virtual training hours) must be used within 12 months from the received date of the PO acceptance of the applicable quote.
- A customer-designated account administrator contact name and email address are required for all subscriptions and service orders.

Order Term

This order quote and the associated confirming purchase order or other customer confirmation of this quote serve as an agreement for this order which becomes effective upon its acceptance by both parties. Unless otherwise agreed by Voyager Sopris and customer in writing, the licenses,

products, and/or services purchased pursuant to this quote will begin on or about the start date and continue in effect for the period set forth in this quote. Unless otherwise set forth in this quote or agreed to by Voyager Sopris and customer in writing: all subscription licenses under the order shall have the same start and end dates; all subscription products and services are deemed delivered upon provisioning of license availability; and all subscription licenses and associated services must be used within the subscription or service period specified herein - unused subscription licenses or services are not eligible for refund or credit. On-site training may be fulfilled with a virtual training equivalency, as needed, of up to six instructional hours per day.

Order Process

To submit an order, please fax this quote along with the applicable Purchase Order to 888-819-7767, send by email to customerservice@voyagersopris.com, or send to your sales representative's email address listed above. NOTE: Each Purchase Order must include the correct quote order number as provided on this quote, and should attach this quote.

Order Acceptance

All Voyager Sopris subscriptions, products and/or services are offered subject to Voyager Sopris' standard license and terms of use (the "License Terms"), available at: https://www.voyagersopris.com/terms-conditions, as supplemented by this quote, and Voyager Sopris' [K-12 processing]. By placing an order, customer confirms its acceptance of the License Terms and this quote, which together with any previously awarded proposal and/or any other associated agreement entered into by Voyager Sopris and customer regarding the subscriptions, products and services in this quote, constitute the entire agreement between customer and Voyager Sopris regarding such subscriptions, products, and services (the "Agreement"), and its authorization to Voyager Sopris' K-12 processing as described. Customer and Voyager Sopris agree that the terms and conditions of the Agreement supersede any additional or inconsistent terms or provision in any customer drafted purchase order, or any communications, whether written or oral, between customer and Voyager Sopris relating to the subject matter hereof, which shall be of no effect. In the event of any conflict, the terms of the Agreement shall govern. Third Party Subprocessors information available at: https://www.voyagersopris.com/subprocessors.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

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

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: Vista Center for the Blind and Visually Impaired

Address: 2500 El Camino Real #100 City: Palo Alto State: CA Zip: 94306

Phone: (650) 858-0202 Email Address: bsmall@vistacenter.org

SSN: _____ or Fed I.D. #: 94-1196206

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").

Vista Center will provide Orientation and Mobility services to students who have a visual impairment which ~~limits or causes a safety issue when traveling in familiar or unfamiliar environment training. This service is~~ required as per students' IEP enrolled in Alum Rock with visual impairment. Services will be provided ~~during the 24/25 school year.~~

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:** $205/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) _____

Orientation and Mobility

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
080	6500	0	5815	00	5001	3140	000000	380	1801	~~9500~~ ~~10,000~~	
080	6500	0	5815	80	5750	3140	000000	380	1750	500	
										JMB 5/31	

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

VISTA
CENTER

School Service Rates
School Year 2024 - 2025

Service	Rate
Orientation and Mobility	$205 per hour
Teacher of the Visually Impaired (TVI)	$205 per hour
Assistive Technology	$205 per hour
IEP meetings	$205 per hour
Transcription Services	See below

Assessment Fees	Flat Fee
Orientation and Mobility (includes assessment and attendance of IEP meeting)	$1458
Functional Vision Assessment (includes assessment and attendance of IEP meeting)	$2430

Braille Transcription
$5.00 per literary page
$6.00 per math or nemeth page
$6.00 per graphic, drawing, or complex formatting
$10.00 per binding (cover and spiral)
$0.20 per print page copy
Shipping will be Free Matter for the Blind Unless otherwise specified at additional cost

Technology Rentals
Electronic Magnifier (CCTV) $75 monthly
Perkins Braille Writer $50 monthly

2500 El Camino Real, Palo Alto, CA 94306
3315 B Mission Drive, Santa Cruz, CA 95065
101 N. Bascom Ave, San Jose, CA 95128

P 650-858-0202 F 650-858-0214 W vistacenter.org
P 831-458-9766 F 831-426-6233
P 408-295-4016 F 408-295-1398

CALIFORNIA DEPARTMENT OF EDUCATION
NOTICE OF NONPUBLIC AGENCY CERTIFICATION

Date: December 20, 2023
NPA ID: 9900452
Nonpublic Agency: Vista Center for the Blind and Visually Impaired
Site Administrator: Bethany Small
Mailing Address: 2500 El Camino Real # 100
City: Palo Alto CA 94306

NPA AUTHORIZED TO PROVIDE SERVICES AT NPA SITE ☐Yes ☑No

Grades: PK to 12
Ages: 4 to 22

Site Address:
City: CA

Student Gender: Coed

2024 CERTIFICATION STATUS:

APPROVED

Maximum Capacity: 76+

EFFECTIVE DATES:

January 01, 2024 *through* December 31, 2024

Certified related services must be provided according to Title 5 of the California Code of Regulations, Section 3051 et. seq.

☐ Amended

Certification is not an endorsement of the services offered by the nonpublic agency (NPA), but states only that the NPA meets minimum legal standards. "Approved" or "Conditional" certifications authorize the NPA to accept students placed by local educational agencies (LEAs) under California Education Code, Section 56366.

Authorized to Provide the Following Related Services

☐ APE	☐ BII	☐ LSDR	☐ PCT	☐ SDTI	☐ VECD
☐ AS	☐ CG	☐ MT	☐ PS*	☐ SW	☐ LI:
☐ ATS	☐ EE	☑ OM	☐ PT	☐ TS	☐ Other Services:
☐ BID	☐ HNS	☐ OT	☐ RS	☑ VS	*Other than Assessment and IEP Development

Per California Education Code 56366.4(a)(5)(A), the superintendent may revoke or suspend the certification of a nonpublic, nonsectarian school or agency for any of the following reasons: Failure to notify the department in writing of any of the following within 45 days of the occurence: changes in credentialed, licensed, or registered staff who render special education and related services; ownership; management; or control of the nonpublic, nonsectarian school or agency.

Nonpublic Agencies Unit, Special Education Division

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: State and Federal Programs (School/Dept.) VENDOR NO. 20613

Submitted by: Sandra Garcia

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

   Name of Individual/Company: Cityspan, Inc.

   Address: 2021 Fillmore St. #127 City: San Francisco State: CA Zip: 94115

   Phone: (510) 665-1700 Email Address: business@cityspan.com

   SSN: _____ or Fed I.D. #: shomaila@cityspan.com

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date July 1, 2024 end date June 30, 2025

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

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

   Cityspan supports the Alum Rock Union School District with management of attendance data for all ASES and extended day programs. Cityspan provides training and support on attendance reporting software.

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

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

   X b. **Other:** $14,925.00 (describe rate agreement) _____

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
060	6010	0	5846	00	1110	1000	000000	360	1386	$14,925.00	5/30/24
											5/30/24

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

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

cityspan

Cityspan, Inc.
2021 Fillmore St. #127
San Francisco, CA 94115
Ph: 510-665-1700
www.cityspan.com

April 23, 2024

To: Alum Rock Union Elementary School District

From: Mark Min, Principal
Cityspan Technologies

Re: Cost proposal

This proposal describes costs associated with licensing and operating Cityspan's attendance software for Alum Rock Union Elementary School District programs. Cityspan will provide site licenses and user support services to 25 program sites. The term of these services is July 1, 2024, to June 30, 2025. The software will collect student-level attendance data and generate summary reports.

1. Licensing and User Support

A fee will be charged for licensing the software, hosting it at Cityspan's data center and providing user support. The fee covers costs related to server hardware and software maintenance, internet connectivity, security monitoring and help desk operations. Cityspan's help desk provides toll-free phone and email-based support to end users during business hours (M - F, 8 AM – 5 PM PST). Support requests will be met within one business day. The cost for licensing and user support is $400 per site annually.

Cost: 25 sites @ $400/site = $10,000/annually

2. Project Management

A project management fee will be charged to cover costs associated with meetings, email and phone communications between Alum Rock Union Elementary School District staff and Cityspan. Management tasks include implementation planning, development of customization requests, periodic status reports and monitoring of user feed-back. Project management time is billed at $125 per hour. Cityspan estimates 10 hours of project management time in the term of operation.

Cost: 10 hrs @ $125/hour = $1,250/annually

3. Data Integration

A fee will be charged for maintaining the data integration annually.

Cost: $2,500/annually

4. Training

Cityspan will provide training online via an online web-conference training to Alum Rock Union Elementary School District program site staff. One training online will be provided at a cost of $175.

Cityspan, Inc.
2021 Fillmore St. #127
San Francisco, CA 94115
Ph: 510-665-1700
www.cityspan.com

Cost:
1 training @ $175/WebEx training = $175
Cost In Person Training = $1,000

COST SUMMARY

(1) Licensing and User Support	$10,000
(2) Project Management	$ 1,250
(3) Data Uploads	$ 2,500
(4) Training	$ 1,175
Total:	**$14,925**

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: State and Federal Programs (School/Dept.) VENDOR NO. 22390

Submitted by: Sandra Garcia

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

   Name of Individual/Company: Panorama Education Inc

   Address: 24 School Street Fourth Floor City: Boston State: MA Zip: 02108

   Phone: (617) 356-8123 Email Address: mreynolds@panoramaed.com

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

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date July 1, 2024 end date June 30, 2025

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

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

   Panorama will provide District-wide climate and social-emotional learning surveys to students, families and staff at all Alum Rock Union School District Sites for 2024-2025 School Year. Staff training reports and professional development tools are also included in the contract cost.

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

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

   _____ b. **Other:** $46,540.00 (describe rate agreement) not to exceed

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
060	3010	0	5815	00	1110	1000	000000	360	1190	$26,540.00	
010	0000	0	5815	00	1110	1000	000000	360	5210	$20,000.00	

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

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

PANORAMA EDUCATION - SERVICE ORDER

Primary Contact Information

	Client		Panorama Education, Inc. ("Panorama")
Client Legal Name ("Client")	Alum Rock Union Elementary School District	*Company Name*	Panorama Education, Inc.
Primary Contact, Title	Sandra Garcia, Director of State and Federal Programs	*Contact*	Account Management Team
Billing / Payment Address	2930 Gay Ave.	*Billing Address*	24 School St. Fourth Floor
City / State / Zip	San Jose, CA 95127	*City / State / Zip*	Boston, MA 02108
Primary Contact Email Address	sandra.garcia@arusd.org	*Email*	Contact@panoramaed.com
Primary Contact Phone Number	(408) 928-6935	*Phone*	(617) 356-8123
Accounts Payable Contact	Maria T. Patiño		
Accounts Payable Email Address	maria.patino@arusd.org		
Accounts Payable Phone Number	408-928-6592		
Purchase Order Required?	Yes [X] No [ ]		

(1) Description of Services and (2) Fees

Renewal Services & Fees

Effective Date: 9/15/2024

Contract Term: 9/15/2024-6/30/2025 (9 months)

Description of Services	Fees	
Annual Licenses: All licenses include access to Platform and Support (as defined in the Terms and Conditions): Survey administration, analysis and reporting. Dashboards and reporting for teachers, student support staff, school administrators, and district administrators Ongoing Project Management and Technical support through the length of the contract	*Annual License Fee:*	$34,000/ year
	CORE Discount (-20%)	-$6,800

PANORAMA EDUCATION - SERVICE ORDER

Panorama Survey Platform

Student Surveys

Teacher & Staff Surveys

Family Surveys

Annual License Fee: $27,200 / year

Prorated Contract Total (9 months): $20,400

Professional Development:

(4) Professional Development Workshop (Virtual)

Includes one virtual consultative planning session with a professional learning manager/director and up to 90 minutes of virtual facilitation or consultations for groups <50. This product is inclusive of all core offerings per our T&L menu. Larger groups are supported for webinar-style facilitation at an additional cost.

(6) Consultation (Virtual)

Includes a virtually facilitated session with one school- or district-based leadership team to understand context, present the key findings from data, facilitate a process of prioritization, and guide determination of next steps for student and adult support.

(1) Project-Focused Advising

Includes quarterly or 4x annual advising support with a professional learning advisor.

Annual PD Fee: $15,500 / year

Annual Professional Development Fee: $15,500

Total Over Contract Term: $35,900

Expansion Services & Fees

Effective Date: 7/1/2024

Contract Term: 7/1/2024-6/30/2025

Description of Services	Fees
Annual Licenses: All licenses include access to Platform and Support (as defined in the Terms and Conditions): Survey administration, analysis and reporting. Dashboards and reporting for teachers, student support staff, school administrators, and district administrators Ongoing Project Management and Technical support through the length of the contract	*Annual License Fee:* $ 10,640

PANORAMA EDUCATION - SERVICE ORDER

Primary Contact Information

	Client		Panorama Education, Inc. ("Panorama")
Client Legal Name ("Client")	Alum Rock Union Elementary School District	*Company Name*	Panorama Education, Inc.
Primary Contact, Title	Sandra Garcia, Director of State and Federal Programs	*Contact*	Account Management Team
Billing / Payment Address	2930 Gay Ave.	*Billing Address*	24 School St. Fourth Floor
City / State / Zip	San Jose, CA 95127	*City / State / Zip*	Boston, MA 02108
Primary Contact Email Address	sandra.garcia@arusd.org	*Email*	Contact@panoramaed.com
Primary Contact Phone Number	(408) 928-6935	*Phone*	(617) 356-8123
Accounts Payable Contact	Maria T. Patiño		
Accounts Payable Email Address	maria.patino@arusd.org		
Accounts Payable Phone Number	408-928-6592		
Purchase Order Required?	Yes [X] No [ ]		

(1) Description of Services and (2) Fees

Renewal Services & Fees

Effective Date: 9/15/2024

Contract Term: 9/15/2024-6/30/2025 (9 months)

Description of Services	Fees	
Annual Licenses: All licenses include access to Platform and Support (as defined in the Terms and Conditions): Survey administration, analysis and reporting. Dashboards and reporting for teachers, student support staff, school administrators, and district administrators Ongoing Project Management and Technical support through the length of the contract	*Annual License Fee:*	$34,000/ year
	CORE Discount (-20%)	-$6,800

PANORAMA EDUCATION - SERVICE ORDER

Panorama Survey Platform

Student Surveys

Teacher & Staff Surveys

Family Surveys

Annual License Fee: $27,200 / year

Prorated Contract Total (9 months): $20,400

Professional Development:

(4) Professional Development Workshop (Virtual)

Includes one virtual consultative planning session with a professional learning manager/director and up to 90 minutes of virtual facilitation or consultations for groups <50. This product is inclusive of all core offerings per our T&L menu. Larger groups are supported for webinar-style facilitation at an additional cost.

(6) Consultation (Virtual)

Includes a virtually facilitated session with one school- or district-based leadership team to understand context, present the key findings from data, facilitate a process of prioritization, and guide determination of next steps for student and adult support.

(1) Project-Focused Advising

Includes quarterly or 4x annual advising support with a professional learning advisor.

Annual PD Fee: $15,500 / year

Annual Professional Development Fee: $15,500

Total Over Contract Term: $35,900

Expansion Services & Fees

Effective Date: 7/1/2024

Contract Term: 7/1/2024-6/30/2025

Description of Services	Fees
Annual Licenses: All licenses include access to Platform and Support (as defined in the Terms and Conditions): Survey administration, analysis and reporting. Dashboards and reporting for teachers, student support staff, school administrators, and district administrators Ongoing Project Management and Technical support through the length of the contract	*Annual License Fee:* $ 10,640

PANORAMA EDUCATION - SERVICE ORDER

Panorama Student Success Platform — Pilot

- Ongoing integration of eSchool Plus & standard filters into Student Success platform. Includes behavior, attendance, coursework, rosters, and demographics
- Ongoing integration of unlimited supported assessments into Student Success platform. Additional assessments may be requested throughout the contract term (integration timeline for additional assessments may vary)
- Ongoing integration of behavior incident data from eSchoolPlus or supported behavior system into Student Success
- Behavior analytics reporting. Includes: Incident Action; Incident Outcome; Month; Day of the Week; Severity (Major/Minor); Location.
- Intervention tracking and progress monitoring

Check-ins

- Check-in surveys and reporting
- Roster integration with eSchool Plus

Total Over Contract Term: $10,640

Annual Contract Total: $46,540/ year

(Invoiced on Effective Date)

(3)Agreement

The entire agreement by and between Client and Panorama ("Agreement") consists of (i) the terms set forth in this Service Order ("SO") and (ii) the terms attached as Exhibit A to, and hereby incorporated by reference into, this SO ("Terms").

(4) Supplemental Terms and Conditions (if any)

Authorization

By signing below, Client and Panorama ACCEPT AND AGREE TO the Agreement as of the Effective Date.

Client Signature:	Print Name, Title: Dr. Imee Almazan, Interim Superintendent	Date:
Panorama Signature: Michael Reynolds	Print Name, Title: Michael Reynolds, Sr. Dir, Legal	Date: 05 / 18 / 2024

11.15

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 23, 2024

Subject: Cost Update: Approve additional cost for Out of Country Travel, CAMINOS Program, Granada, Spain for 12 teachers and 3 administrators to participate in a 10-day program at the Centro de Lenguas Modernas, designed to provide educational experiences that integrate language learning, cultural understanding and professional development in a collaborative setting. Original estimated cost $24,000. Additional cost for approval $6,821.24 (travel costs). Total Cost $30,821.24.

CAMINOS Program
Granada Spain
June 8-22, 2024

Staff Analysis: One of the major areas in the ARUESD Strategic Plan is multilingualism and multiculturalism for all students. In order to support this effort, we need to provide our teachers with high-quality professional development opportunities. This two-week intensive Spanish Language and Cultural Immersion Program provides a unique learning experience for our bilingual teachers.

Recommendation: Staff recommends that the Board of Trustees approve out-of-country travel for 12 teachers and 3 administrators to participate in the CAMINOS Program in Granada, Spain for the summer 2024.

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

To the Board of Trustees: Meeting: June 13, 2024
Regular Board Meeting

Recommend Approval

11.15
Agenda Placement

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

DISPOSITION BY BOARD OF TRUSTEES

Motion by:_____ Seconded by:_____

Approved: _____ Not Approved: _____ Tabled:_____

Cost update Granada 2024 (travel expenses) - Cost update

At the March 14, 2024 Board meeting, the Board of Trustees approved out of the country travel for 15 staff members to travel to Granada,Spain at the estimated cost of $24,000. At the time we calculated the cost of the airfare was approximately $1,600 per staff member.

Explanation for additional cost covers the following expenses:

- Original cost projected $24,000 for travel -When the tickets were purchased the cost and quote came in higher. (tickets for 14 staff $26407.30)
- Our ELD Coordinators' flight and hotel totaled $2597.40 (she is going in Dr. Bauer's place for the first week)
- MEALS for Yeny Rosales $480.00
- We needed to add one night hotel for staff on their way home due to the departure time of their returning flight. (Travel by bus from Granada to Madrid June 21 in the evening -5 hours) One night close to Madrid Airport June 21-June 22 $1336.54

Final cost for airfare for all $28,134.70
Hotel for one night by airport $1,336.54
Hotel and meals for Yeny Rosales $1,350.00

Funding source: Educator Effectiveness Grant (Balance- $1,093,452.26)

Additional cost for approval: $6821.24
New amount: $30,821.24

5.10

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: March 6, 2024

Subject: Approve Out of Country Travel, CAMINOS Program, Granada, Spain for 12 teachers and 3 administrators to participate in a 10-day program at the Centro de Lenguas Modernas, designed to provide educational experiences that integrate language learning, cultural understanding and professional development in a collaborative setting. Cost $24,000.

CAMINOS Program
Granada Spain
June 8-22, 2024

March 14, 2024

Staff Analysis: One of the major areas in the ARUESD Strategic Plan is multilingualism and multiculturalism for all students. In order to support this effort, we need to provide our teachers with high-quality professional development opportunities. This two-week intensive Spanish Language and Cultural Immersion Program provides a unique learning experience for our bilingual teachers.

Recommendation: Staff recommends that the Board of Trustees approve out-of-country travel for 12 teachers and 3 administrators to participate in the CAMINOS Program in Granada, Spain for the summer 2024.

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

To the Board of Trustees:

Recommend Approval

5.10
Agenda Placement

Meeting: March 14, 2024
Regular Board Meeting

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: Minh Pham Seconded by: Andrea Flores Shelton

Approved: 5 Not Approved: 0 Tabled: 0

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

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

To: The Board of Trustees

From: Assistant Superintendent Barbara Campbell

Re: CAMINOS Program- Teacher Professional Development in Granada, Spain

Date: March 7, 2024

Summary:

One of the major areas in the ARUESD Strategic Plan is multilingualism/multiculturalism for all students. In order to support this effort, we need to provide our teachers with high-quality professional development opportunities.

As such, we are collaborating with the Centro de Lenguas Modernas at the Universidad de Granada to offer a Spanish-Immersion program for educators in our system. This is the CAMINOS Program (California Alliance for Multilingual Inclusive Education and Opportunities) which focuses on Spanish Language Immersion, cultural exchange, and research-based instructional strategies. This program will be offered to Alum Rock Educators during the 2024 summer, primarily in June, 2024.

The program consists of the following components:

* Preparation sessions (pre-program)
* Two-week intensive Spanish Language and Cultural Immersion Program
* Follow up session for participants as a community of practice (post-program)

The CAMINOS Program is designed for 15 participants, Alum Rock Educators in Pre-K through 8th grade, and Administrators who are either serving in our Dual Immersion settings or have an interest in serving in our Dual Immersion settings in the near future. The cost per participant is about $3,000 plus airfare. The $3,000 covers tuition, and room and board for the two weeks in Granada. Cost for airfare and lodging for travel date is $1,600 per staff. Educators are responsible for any additional costs not included in the course or events they would like to attend in their free time.

Hilaria Bauer, Ph.D., Superintendent

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

Course Objectives:

1. Provide educators with language immersion and cultural experiences to enhance their teaching practices.
2. Equip educators with the necessary skills to work in a multicultural and multilingual classroom environment.
3. Enhance educators' understanding of different teaching methods and best practices in multilingual classrooms.
4. Build relationships between educators from different cultural backgrounds.
5. Promote cultural exchange and understanding.

This program offers a unique and enriching professional development experience for Pre/K to 8 educators in our district. The innovative collaboration between our local university, an international university, and our district, will provide a blueprint for future academic collaborations that will enrich our staff and consequently our students.

This exciting opportunity will support and enrich our district's vision of nurturing our students to be ready for the future in a diverse and competitive world.

FACT SHEET - Granada

- Open to 12 teachers / must be fluent in Spanish / teach spanish or willing to in future
- Departure- June 7, 2024 - Return- June 22, 2024
- Pre- trip / Post trip session -Community of Practice
- Course- 2 weeks / M-F (9:00 AM - 1:30 PM) and participate in various cultural events/excursions
- Airfare and course covered (You will pay luggage fee)
- Student resident living - Full board during the week
- You will be required to enter into waivers of liability as a condition. These will include waivers related to the possibility of losses, injuries and illnesses as a result of circumstances that are beyond the District's control while the participant is in a foreign country. Participant forms and waivers will be provided to those who are selected for participation in the program.
- Recommend you purchase travel insurance
- Not included - Meals, activities,any outside of course trips or transportation arranged on own—any daily inclusions not listed within their itinerary
- Courses:
    - El Bilingüismo en las aulas
    - Diseño de Unidades Didácticas
    - Métodos y Materiales
    - Aprendizaje Integrado de Contenidos y segundas lenguas: enfoque AICLE/CLIL
    - La España Actual a través de los medios
    - La Enseñanza del componente sociocultural
    - Observaciones de clase / seminario

Customized itinerary: ARUSD Granada Experience (proposal)

The following itinerary is a working document and is subject to change (revised 01/03/2023).

Customized itinerary[1]:

CAMINOS PROGRAM: California/CLM Alliance for Multilingual INclusive education and OpportunitieS (*Paths*)

Centro de Lenguas Modernas, ARUSD, SJSU Partnership

June 2024 (9th – 22nd)		
9	**Su**	**Arrival in Granada**
		Flight departure for Madrid – *Arranged by participants.* Arrival to Madrid Airport Pick-up/Transfer service – *Private transportation included.* Lodging in local student residence ▪ Check-in to their accommodations ▪ Enjoy the rest of the evening on their own. Participate in a brief Academic and Safety Orientation. - *Orientation will be held at Residence meeting space.* FULL BOARD INCLUDED
10	Mo	1st day of class
		Bilingualism in the classroom (Room X, at Building A - Hospicio Viejo Campus) Methods and Materials (Room X, at Building A – Hospicio Viejo Campus) Cultural Visit #1: THE CATHEDRAL AND THE ROYAL CHAPEL FULL BOARD INCLUDED
11	Tu	2nd day of class
		Bilingualism in the classroom (Room X, at Building A - Hospicio Viejo Campus) Methods and Materials (Room X, at Building A – Hospicio Viejo Campus) Linguistic Exchange at Sala Premium (optional) ▪ Enjoy the remainder of the day free on own. FULL BOARD INCLUDED
12	We	3rd day of class
		Bilingualism in the classroom (Room X, at Building A - Hospicio Viejo Campus) **Classroom observation** Cultural Visit #2: THE ALHAMBRA ▪ Enjoy the remainder of the day free on own. FULL BOARD INCLUDED

[1] *The following itinerary is a working document and is subject to change (revised 01/03/2023).*

13	Th	4th day of class
		Current Spain through Mass Media (Room X, at Building A - Hospicio Viejo Campus) ■ Enjoy the remainder of the day free on own. FULL BOARD INCLUDED
14	Fr	5th day of class
		Current Spain through Mass Media (Room X, at Building A - Hospicio Viejo Campus) Design of didactic units (Room X, at Building A - Hospicio Viejo Campus) ■ Enjoy the remainder of the day free on own. FULL BOARD INCLUDED
15	Sa	Cultural Tour
		Cultural Tour #2: SEVILLA FULL BOARD INCLUDED
16	Su	Day off
		Time off to explore the city or travel somewhere FULL BOARD INCLUDED
17	Mo	6th day of class
		UGR Seminar by an expert (early morning) (Education Faculty - Cartuja Campus) ■ Enjoy the remainder of the day free on own. FULL BOARD INCLUDED
18	Tu	7th day of class
		Teaching Spanish Content through a CLIL Approach (Room X, at Building A - Hospicio Viejo Campus) Design of didactic units (Room X, at Building A - Hospicio Viejo Campus) CULTURAL ACTIVITY: Flamenco Guitar Workshop (CLM Patio) ■ Enjoy the remainder of the day free on own. FULL BOARD INCLUDED

19	We	8th day of class
		Classroom observation **Teaching of the Sociocultural component in the Classroom (Room X, at Building A - Hospicio Viejo Campus)** Linguistic Exchange at Entresuelo (optional) ▪ Enjoy the remainder of the day free on own. FULL BOARD INCLUDED
20	Th	9th day of class
		Teaching Spanish Content through a CLIL Approach (Room X, at Building A - Hospicio Viejo Campus) **Teaching of the Sociocultural component in the Classroom (Room X, at Building A - Hospicio Viejo Campus)** FULL BOARD INCLUDED
21	Fr	10th day of class – Farewell and Certificates
		Teaching Spanish Content through a CLIL Approach (Room X, at Building A - Hospicio Viejo Campus) **END OF COURSE & CERTIFICATES** FULL BOARD INCLUDED Check-out of their Residence Transfer to Madrid Airport (Hotel - Transportation included Melia Barajas)
22	Sa	fly home
		check out of hotel - go to airport for flight

EXTENDED PROGRAM

Before the Experience (June 2024):

1. Pre-Departure Orientation (4-6 weeks prior):
   - Virtual orientation session to introduce teachers to the program objectives, schedule, and expectations.
   - Provide reading materials and resources related to Granada's culture, history, and educational system.
   - Assign pre-departure tasks, such as researching a specific topic related to the program.

2. Frontloading Workshop #1 (3-4 weeks prior):
   - Virtual workshop focusing on the core topics they will explore in Granada.
   - Encourage teachers to discuss their pre-departure research and insights.

3. Frontloading Workshop #2 (2-3 weeks prior):
   - Second virtual workshop to delve deeper into program themes.
   - Address any questions or concerns regarding the upcoming experience.

4. Packing and Travel Preparation (1-2 weeks prior):
   - Provide a checklist for packing and travel essentials.
   - Offer tips on travel logistics and what to expect upon arrival in Granada.

During the Experience (June 10-21, 2024):

[Program activities as previously outlined.]

After the Experience (June 22-23, 2024):

5. Reflective Journaling and Action Planning (1 week after return):
   - Virtual session to guide teachers in reviewing their journals and experiences.
   - Help participants create actionable plans for implementing what they've learned in their classrooms.

6. Professional Learning Community (PLC) Kick-off (2 weeks after return):
   - Launch virtual PLC groups based on participants' interests and program focus areas.
   - Assign initial reading or discussion topics for the first PLC meetings.

7. Follow-up Workshop #1 (3 weeks after return):
   - Virtual workshop to address specific challenges or questions that have arisen since returning.
   - Invite a guest speaker or expert to provide further insights.

8. Follow-up Workshop #2 (6 weeks after return):
   - Second virtual workshop to check progress on action plans and address any ongoing concerns.
   - Share success stories and lessons learned among participants.

This extended program offers additional pre-departure preparation and post-experience support to maximize the impact of the Granada professional development journey. It includes more opportunities for learning, reflection, and collaboration among teachers. This comprehensive program not only ensures that teachers gain valuable knowledge and cultural experiences during their time in Granada but also provides ongoing support and opportunities for them to apply what they've learned in their teaching practice. It promotes collaboration, reflection, and continuous professional development.