# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

# BOARD OF TRUSTEES

Regular Board Meeting
July 18, 2024

# Thursday, July 18, 2024
# REGULAR BOARD MEETING AGENDA

**Type: REGULAR BOARD MEETING AGENDA**
**Time: 5:30 p.m.**
**Code: Regular #01-24/25**

**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/85764803023**
**Webinar ID: 857 6480 3023**
**Or One tap mobile:**
**+16699006833, 85764803023# 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limited to, an announcement that an agenda item will be considered out of order, that consideration of an item has been withdrawn, postponed, rescheduled or removed from the Consent Calendar for separate discussion and possible action.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. COMMENTS AND COMMUNICATION**

3.01 Teamsters.

3.02 California School Employee's Association (CSEA).

3.03 Alum Rock Educator's Association (AREA).

3.04 Alum Rock Administrator's Association (ARAA).

3.05 Interim Superintendent.

3.06 Board of Trustees/Communications/Comments.

**4. 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.)**

4.01 Approve deferral of the proposal deadline for the old MACSA Youth Center (Sinclair property) from August 2024 to a date to be determined so long as the workforce housing project is not impacted. (Member Andrea Flores Shelton)

4.02 Approve Resolution No. 04-24/25 Improving Board-Community Relations. (Clerk Minh Pham)

4.03 Direct staff to Provide a cost for the preparation of Resolution No. 70-23/24 (June 27, 2024 Board Meeting). (Clerk Minh Pham)

4.04 Direct staff to develop and issue a Request For Proposal and Qualifications (RFPQ) for a performance audit of the ARUSD bond program for the 2022-2023 and 2023-2024 fiscal years; Interim Superintendent to inform the Board of all firms directly invited to submit proposals and how the RFQP was publicized and disseminated to obtain the most number of qualified firms and proposals. The scope of intended work in the RFQP will include specific areas of audit. (See accompanying Memo in Board Book.) The RFQP will provide that all responses and proposals will be submitted to Business Services simultaneously with a copy to ARUSD legal counsel Rehon & Roberts. (Andres Quintero Vice-President)

4.05 Approve CSBA Membership Dues, Period from July 1, 2024 through June 30, 2025, $17,919.00. Dues not processed before September 15, 2024 will result in a disruption of services.

4.06 Approve CSBA Educational Legal Alliance (ELA) Membership Dues, Period from July 1, 2024 through June 30, 2025, $4,480.00. Dues not processed before September 15, 2024 will result in a disruption of services.

4.07 Approve CSBA Gamut Policy Plus Service, Period from July 1, 2024 through June 30, 2025, $3,980.00. Services must be renewed by September 15, 2024 to keep uninterrupted access to service.

4.08 Approve CSBA GAMUT Online, Period from July 1,2024 through June 30, 2025, $3,875.00. Services must be renewed by September 15, 2024 to keep uninterrupted access to service.

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

5.01 Update on Strategic Energy Plan.

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

6.01 Approve Quarterly Report on Williams Uniform Complaints.

6.02 Approve California State Preschool Program (CSPP) Contract CSPP-4539.

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

6.04 Approve THINK Together Designation of California State Preschool Program (CSPP) Facility Responsibility- Adelante I, Adelante II and McCollam Elementary.

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

7.01 Resignations (Information Only).

7.02 Approve New Job Description- Site Wellness Center Specialist.

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

8.01 Approve the Learning A-Z Contract for the 2024/2025 SY. This contract will provide RAZ+ access for all students in grade K-5 and train teachers on the online reading support and online science supplemental activities. Submitted by Instructional Services, $123,957.00 dollars.

8.02 Approve the Creative Learning Center Contract for the 2024/2025 SY. This contract will provide individualized instruction and behavior support services to students with autism. Submitted by Special Education, $179,065.50 dollars.

8.03 Approve The Creekside School Contract for the 2024/2025 SY. This contract will provide individualized instruction and behavior support services to autistic and behaviorally disordered students. Submitted by Special Education, $149,152.00 dollars.

8.04 Approve the Pine Health, LLC Contract for the 2024/2025 SY. This contract will provide a Licensed Marriage Family Therapist (LMFT) to provide mental health services to Alum Rock students as per the student's IEP. Submitted by Special Education, $168,750.00 dollars.

8.05 Approve the Tutorworks Inc. Contract for the 2024/2025 SY. This contract will provide an on-site and/or virtual academic tutoring program that is customized to address students' specific needs. Submitted by State and Federal, $250,000.00 dollars.

8.06 Approve the Lozano Smith Attorneys At Law Contract for the 2024/2025 SY. This contract will provide remote legal consultation and professional development regarding various school topics. Submitted by Student Services, $150,000.00 dollars.

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

9.01 Approve Acceptance of Donations.

9.02 Approve Fundraising Activities.

9.03 Approve Acceptance of Vendor & Payroll Warrants.

9.04 Approve Bond Contracts/Extensions.

9.05 Approve/Ratify Notices of Employment and Changes of Status/July 18, 2024.

9.06 Approve Contracts for Professional Services-Firms/Organizations

9.07 Approve Memorandum(s) of Understanding.

9.08 Current Enrollment (Information Only).

**10. CLOSED SESSION**

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

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

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

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

10.05 CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION (Paragraph (1) of subdivision (d) of Section 54956.9): Jane Doe 1, et al. v. Alum Rock Union School District, et al., Santa Clara County Superior Court case no. 23CV420187; Jane AAY Doe, by and through her Guardian ad Litem, John AAL Doe v. Alum Rock Union School District, et al., Santa Clara County Superior Court case no. 24CV429076; Jane Doe v. Alum Rock Union School District, et al., Santa Clara County Superior Court case no. 24CV435022; Jane AHK Doe, et al. v. Alum Rock Union School District, et al., Santa Clara County Superior Court case no. 24CV441079; Jane Doe E.W. v. Alum Rock Union School District, et al., Santa Clara County 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.

10.06 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.

10.07 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.

10.08 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.

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

## 11. RECONVENE TO OPEN SESSION

11.01 REPORT OF ACTION TAKEN IN CLOSED SESSION.

## 12. FUTURE BOARD AGENDA REQUESTS

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

## 13. ADJOURNMENT

13.01 President adjourns the meeting.

## 14. NEXT MEETING(S)

14.01 August 8, 2024 (2024-25 School Year).

4.01

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**: Approve deferral of the proposal deadline for the old MACSA Youth Center (Sinclair property) from August 2024 to a date to be determined so long as the workforce housing project is not impacted.

**Recommendation:** The staff recommends the Board have a discussion regarding the MACSA Youth Center and provide direction to the administration.

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

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

**Recommend Approval**

4.01
Agenda Placement

Imee Almazan, Ed.D., Interim Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

4.02

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. 04-24/25 Improving Board-Community Relations.

**Recommendation:** The staff recommends approval of Resolution No. 04-24/25.

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

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

**Recommend Approval**

4.02
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**
**For Improving Board-Community Relations**

**RESOLUTION No. 04-23/24**

**WHEREAS**, the Board of Trustees as a body represents the residents of the Alum Rock Union Elementary School District

**WHEREAS**, engagement with the community-at-large helps the Board of Trustees with performing its representative and oversight responsibilities; and

**WHEREAS**, interactions with residents during public-events held by the District connects residents with the Trustees; and

**WHEREAS**, engagement from the Board of Trustees gives opportunities to leverage good relations with local representatives at all levels of government to advocate for the District; and

**WHEREAS**, appearances by members of the Board of Trustees can often help to headline and bolster District-sponsored public events ; and

**WHEREAS**, members of the Board of Trustees can play a constructive role in promoting individual school-site events; and

**BE IT RESOLVED THAT,** the Board of Trustees of the Alum Rock Union Elementary School District, directs the administration to provide all members of the Board of Trustees the Districtwide calendar of public meetings, Districtwide public events, and all school-site public events effective from the date of passage of this resolution; and

**BE IT FURTHER RESOLVED THAT,** the administration of the District provide three months' notice to members of the Board of Trustees for public events hosted by the District and two months' notice public events hosted by the individual school sites.

**PASSED AND ADOPTED** by the Board of Trustees of the Alum Rock Union Elementary School District, Santa Clara County, State of California, on July 18, 2024, by the following vote:

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

_____ Date: July 18, 2024

Clerk of the Governing Board

4.03

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**: Direct staff to provide a cost for the preparation of Resolution No. 70-23/24 (June 27, 2024, Board Meeting.

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

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

**Information Only**

4.03
Agenda Placement

Imee Almazan, Ed.D., Interim Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

4.04

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:** Direct staff to develop and issue a Request For Proposal and Qualifications (RFPQ) for a performance audit of the ARUSD bond program for the 2022-2023 and 2023-2024 fiscal years; Interim Superintendent to inform the Board of all firms directly invited to submit proposals and how the RFQP was publicized and disseminated to obtain the most number of qualified firms and proposals. The scope of intended work in the RFQP will include specific areas of audit. (See accompanying Memo in Board Book.) The RFQP will provide that all responses and proposals will be submitted to Business Services simultaneously with a copy to ARUSD legal counsel Rehon & Roberts.

**Recommendation:** Board Vice President is requesting that the Board approve a Performance Audit with the following scope of work to be included in the RFQP:

- Bond Management Plan/Program and Construction Management Services, including Quality Control
- Design and Construction Schedules and Timelines
- Proposed Design and Construction Cost Budgets
- Payment Procedures
- Use of Best Practices regarding the Planning and Construction of School Facilities
- Procedures for claims avoidance and for avoidance of conflicts of interest
- School management and construction Budgets
- Change order/claims procedures and results
- Current programmatic goals to ensure compliance with State law, guidelines, and funding formulas, District guidelines for bidding and procurement
- Internal controls and processes to ensure compliance with conflicts of interest requirements
- "Best practices" for management of procurement of materials and services in order to promote and increase efficient use of bond funds.

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

To the Board of Trustees:

Meeting: July 18, 2024
Regular Board Meeting

**Recommend Approval**

4.04
Agenda Placement

Imee Almazan, Ed.D., Interim
Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

4.05

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

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION – BOARD OF EDUCATION**

---

To the Board of Trustees:

**Subject**: Approve CSBA Membership Dues, Period from July 1, 2024, through June 30, 2025, $17,919.00. Dues not processed before September 15, 2024, will result in a disruption of services.

**Recommendation:** The staff recommends the approval of the renewal of the CSBA Membership dues.

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

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

**Recommend Approval**

4.05
Agenda Placement

Imee Almazan, Ed.D., Interim Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

California School Boards Association
(916) 371-4691

Please refer to your invoice number and customer number in all communications regarding this invoice.

| Invoice Number | Invoice Date | PO # |
|---|---|---|
| INV-71768-L1W1N0 | 6/5/2024 | |

**Bill To:**
Alum Rock Union ESD
2930 Gay Ave
San Jose, CA 95127-2322
United States

**Ship To:**
Alum Rock Union ESD
2930 Gay Ave
San Jose, CA 95127-2322
United States

| Product Code | Description | Unit Price | Quantity | Extended Price | Terms |
|---|---|---|---|---|---|
| CSBA | CSBA Membership ( 07/01/2024 - 06/30/2025 ) | $17,919.00 | 1.00 | $17,919.00 | |
| ELA | ELA Membership ( 07/01/2024 - 06/30/2025 ) | $4,480.00 | 1.00 | $4,480.00 | |

CSBA dues not processed before September 15 will result in a disruption of CSBA services. Trustees and employees of LEAs that have not paid membership dues by September 15 will not be granted access to CSBA's Annual Education Conference and Trade Show. AEC registrations made absent membership dues may be canceled on September 15. Registrants will be refunded, minus a processing fee, and hotel reservations canceled on September 16.

**Total Invoice:** $22,399.00 **Total Paid:** $0.00 **Balance Due:** $22,399.00

PLEASE DETACH HERE AND RETURN BOTTOM STUB WITH PAYMENT

California School Boards Association

| Customer Number | Invoice Number | Invoice Date | Terms | Balance Due |
|---|---|---|---|---|
| **100797** | **INV-71768-L1W1N0** | **06/05/2024** | | **$22,399.00** |

**Make checks payable to:**
California School Boards Association - CSB (6744)
c/o West America Bank
P.O. Box 1450
Suisun City, CA 94585-4450

**Bill To:**
Alum Rock Union ESD
2930 Gay Ave
San Jose, CA 95127-2322
United States

4.06

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 CSBA Educational Legal Alliance (ELA) Membership Dues, Period from July 1, 2024 through June 30, 2025, $4,480.00. Dues not processed before September 15, 2024, will result in a disruption of services.

**Recommendation:** The staff recommends the approval of the renewal of the CSBA Educational Legal Alliance dues.

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

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

**Recommend Approval**

4.06
Agenda Placement

Imee Almazan, Ed.D., Interim Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

California School Boards Association
(916) 371-4691

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| INV-71768-L1W1N0 | 6/5/2024 | |

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San Jose, CA 95127-2322
United States

**Ship To:**
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2930 Gay Ave
San Jose, CA 95127-2322
United States

| Product Code | Description | Unit Price | Quantity | Extended Price | Terms |
|---|---|---|---|---|---|
| CSBA | CSBA Membership ( 07/01/2024 - 06/30/2025 ) | $17,919.00 | 1.00 | $17,919.00 | |
| ELA | ELA Membership ( 07/01/2024 - 06/30/2025 ) | $4,480.00 | 1.00 | $4,480.00 | |

CSBA dues not processed before September 15 will result in a disruption of CSBA services. Trustees and employees of LEAs that have not paid membership dues by September 15 will not be granted access to CSBA's Annual Education Conference and Trade Show. AEC registrations made absent membership dues may be canceled on September 15. Registrants will be refunded, minus a processing fee, and hotel reservations canceled on September 16.

**Total Invoice:** $22,399.00 **Total Paid:** $0.00 **Balance Due:** $22,399.00

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United States

4.07

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 CSBA GAMUT Policy Plus Service, Period July 1, 2024 through June 30, 2025, $3,980.00. Dues not processed before September 15, 2024, will result in a disruption of services.

**Recommendation:** The staff recommends the approval of the renewal of the CSBA GAMUT Policy Plus Services dues.

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

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

**Recommend Approval**

4.07
Agenda Placement

Imee Almazan, Ed.D., Interim Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

California School Boards Association
(916) 371-4691

Please refer to your invoice number and customer number in all communications regarding this invoice.

| Invoice Number | Invoice Date | PO # |
|---|---|---|
| INV-70801-L0V6R3 | 6/5/2024 | |

**Bill To:**
Alum Rock Union ESD
2930 Gay Ave
San Jose, CA 95127-2322
United States

**Ship To:**
Alum Rock Union ESD
2930 Gay Ave
San Jose, CA 95127-2322
United States

| Product Code | Description | Unit Price | Quantity | Extended Price | Terms |
|---|---|---|---|---|---|
| GAMUT/POLICY/PLUS | Gamut Policy Plus (Member) ( 07/01/2024 - 06/30/2025 ) | $3,980.00 | 1.00 | $3,980.00 | Net 30 |
| GAMUT/POLICY | Gamut Policy (Member) ( 07/01/2024 - 06/30/2025 ) | $3,875.00 | 1.00 | $3,875.00 | Net 30 |

Have you renewed your CSBA Membership for 2024-25? Only CSBA members enjoy exclusive access to GAMUT and to CSBA's trainings, resources and services. Don't forget to renew your CSBA membership by September 15 to maintain uninterrupted access to GAMUT services.

**Total Invoice:** $7,855.00 **Total Paid:** $0.00 **Balance Due:** $7,855.00

PLEASE DETACH HERE AND RETURN BOTTOM STUB WITH PAYMENT

California School Boards Association

| Customer Number | Invoice Number | Invoice Date | Terms | Balance Due |
|---|---|---|---|---|
| **100797** | **INV-70801-L0V6R3** | **06/05/2024** | **Net 30** | **$7,855.00** |

**Make checks payable to:**
California School Boards Association - CSB (6744)
c/o West America Bank
P.O. Box 1450
Suisun City, CA 94585-4450

**Bill To:**
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2930 Gay Ave
San Jose, CA 95127-2322
United States

4.08

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

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION – BOARD OF EDUCATION**

---

To the Board of Trustees:

**Subject**: Approve CSBA GAMUT Online, Period July 1, 2024 through June 30, 2025, $3,875.00. Dues not processed before September 15, 2024, will result in a disruption of services.

**Recommendation:** The staff recommends the approval of the renewal of the CSBA GAMUT Online dues.

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

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

**Recommend Approval**

4.08
Agenda Placement

Imee Almazan, Ed.D., Interim Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

California School Boards Association
(916) 371-4691

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|---|---|---|
| INV-70801-L0V6R3 | 6/5/2024 | |

**Bill To:**
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2930 Gay Ave
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**Ship To:**
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2930 Gay Ave
San Jose, CA 95127-2322
United States

| Product Code | Description | Unit Price | Quantity | Extended Price | Terms |
|---|---|---|---|---|---|
| GAMUT/POLICY/PLUS | Gamut Policy Plus (Member) ( 07/01/2024 - 06/30/2025 ) | $3,980.00 | 1.00 | $3,980.00 | Net 30 |
| GAMUT/POLICY | Gamut Policy (Member) ( 07/01/2024 - 06/30/2025 ) | $3,875.00 | 1.00 | $3,875.00 | Net 30 |

Have you renewed your CSBA Membership for 2024-25? Only CSBA members enjoy exclusive access to GAMUT and to CSBA's trainings, resources and services. Don't forget to renew your CSBA membership by September 15 to maintain uninterrupted access to GAMUT services.

**Total Invoice:** $7,855.00 **Total Paid:** $0.00 **Balance Due:** $7,855.00

PLEASE DETACH HERE AND RETURN BOTTOM STUB WITH PAYMENT

California School Boards Association

| Customer Number | Invoice Number | Invoice Date | Terms | Balance Due |
|---|---|---|---|---|
| **100797** | **INV-70801-L0V6R3** | **06/05/2024** | **Net 30** | **$7,855.00** |

**Make checks payable to:**
California School Boards Association - CSB (6744)
c/o West America Bank
P.O. Box 1450
Suisun City, CA 94585-4450

**Bill To:**
Alum Rock Union ESD
2930 Gay Ave
San Jose, CA 95127-2322
United States

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 TRUSTEES**

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To the Board of Trustees: Date: July 9, 2024

**Subject:** **Update on Strategic Energy Plan**

**INFORMATION ONLY

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

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

***INFORMATION ONLY***

5.01
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 Jose, CA 95127

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION - BOARD OF EDUCATION**

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

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

**Staff Analysis:** The Quarterly Report on Williams Uniform Complaints lists the number of Complaints received and resolved.
The Santa Clara County Office of Education requires that the District submit a Quarterly Report on Williams Uniform Complaints for all Alum Rock schools. The complaints could be in the areas of insufficient textbooks, teacher vacancy or poor conditions of facilities during April 1 through June 30, 2024. There was one complaint.

**Recommendation:** Staff recommends the Board of Trustees approval on the 4th Quarter Report on Williams Uniform Complaints.

Submitted by: Kiela Jimenez Title: Director of State and Federal Programs

Approved by: Sandra Garcia Title: Asst. Superintendent, Instructional Services

To the Board of Trustees: Meeting: **July 18, 2024**
Regular Board Meeting

**Recommend Approval**

6.01
Agenda Placement

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

**DISPOSITION BY BOARD OF TRUSTEES**

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

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

District: Alum Rock Union School District

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

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

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

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

Please check the box that applies:

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

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

Dr. Imee Almazan

Print Name of District Superintendent

Signature of District Superintendent

Date

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

Check Point Threat Extraction secured this document

Get Original

ALUM ROCK
UNION ELEMENTARY SCHOOL DISTRICT

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

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

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

Response requested: ☒ Yes ☐ No
Name: (Optional) Kari Roemer Mailing Address: 109 Campbell St. Santa Cruz, CA 95060

Phone Number: (Optional) Day: 831 239-8011 Evening: _____

**Issue of complaint (please check all that apply):**

**1. Textbooks and Instructional Materials**

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

**2. Facility Conditions**

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

**3. Teacher Vacancy or Misassignment**

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

Date of Problem: 5/5/24

Location of Problem (School Name, Address, and Room Number or Location): Aptitud 2475 Van Winkle San Jose, CA 95116 Rm D2

Course or Grade Level and Teacher Name: 3rd Grade Kari Roemer

Please describe the issue of your complaint in detail. You may attach additional pages if necessary to fully describe the situation.
This is the 3rd time this school year my Air Conditioning Unit has leaked and had to be fixed. Every time, water gets under the tiles, which could cause mold and mildew.

Please file this complaint with the Principal of your school

6.02

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

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION - BOARD OF EDUCATION**

To the Board of Trustees: Date: **June 28, 2024**

**Subject:** **California State Preschool Program (CSPP) Contract CSPP-4539**

**Staff Analysis:** Adoption of Resolution No. 01-24/25 entering into a partnership with the California Department of Education for the purpose of providing early learning/childcare and development within Alum Rock Union Elementary School District for Fiscal Year 2024-2025. Contract number CSPP-4539 in the amount of $4,289,957. Alum Rock Union Elementary School District in coordination with Think Together and Kidango will be providing preschool services to Adelante I, Adelante II, McCollam Elementary, Cesar Chavez Early Learning Center and Cesar Chavez Center.

**Recommendation:** Staff recommends the Board of Trustees approve Resolution No. 01-24/25 as submitted by the Early Learning Department.

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

Approved by: Sandra Garcia SG Title: Asst. Superintendent, Instructional Services

To the Board of Trustees: Meeting: **July 18, 2024**
Regular Board Meeting

**Recommend Approval**

6.02
Agenda Placement

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

**DISPOSITION BY BOARD OF TRUSTEES**

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Doc ID: 4b608443d914e58c18ac415337d4270283cd48ae

**RESOLUTION NO. 01-24/25**
**California State Preschool Programs (CSPP) Contract**
**CSPP-4539**

**WHEREAS,** this resolution is adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing early learning/childcare and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2024-2025;

**WHEREAS**, contract CSPP-4539 in the amount of $4,289,957.00 provides subsidized care for preschool programs located at Alum Rock Schools for families who meet eligibility criteria established by the California Department of Education;

**WHEREAS,** THINK Together, in coordination with the Alum Rock Union Elementary School District, will offer a comprehensive, licensed preschool program at Adelante Dual Language Academy I, 2999 Ridgemont Drive, San Jose California, 95127; Adelante Dual Language Academy II, 1970 Cinderella Lane, San Jose California, 95116 and McCollam Elementary, 3311 Lucian Avenue, San Jose, CA 95127;

**WHEREAS,** Kidango, in coordination with the Alum Rock Union Elementary School District, will offer a comprehensive, licensed preschool program at Cesar Chavez Early Learning Center (CCELC), 2000 Kammerer Ave., San Jose, California, 95116 and Cesar Chavez Center, 1990 Kammerer Ave., San Jose, California 95116;

**NOW, THEREFORE, BE IT RESOLVED**, that the Governing Board of Alum Rock Union Elementary School District authorizes entering into local agreement number CSPP-4539;

**BE IT FURTHER RESOLVED**, that Sandra Garcia, Assistant Superintendent and Dr. Dianna Ballesteros, Director of Early Learning may submit and receive all documents pertaining to the licensed Alum Rock Union Elementary School District preschool program;

**PASSED AND ADOPTED**, this 18th day of July, 2024, by the Board of Trustees of the Alum Rock Union Elementary School District, County of Santa Clara, State of California:

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Ayes_____ Noes_____ Absent_____ Abstain_____

Board of Trustees:

Linda Chavez, President _____

Andrés Quintero, Vice President _____

Minh Pham, Clerk _____

Corina Herrera-Loera, Member _____

Andrea Flores Shelton, 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 July 18, 2024.

_____ _____

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

*CALIFORNIA DEPARTMENT OF EDUCATION*

*F.Y. 24 - 25*

**LOCAL AGREEMENT FOR EARLY EDUCATION SERVICES**

**DATE:** July 01, 2024
**CONTRACT NUMBER:** CSPP-4539
**PROGRAM TYPE:** CALIFORNIA STATE PRESCHOOL PROGRAM
**PROJECT NUMBER:** 43-6936-00-4

**STATE AGENCY: CALIFORNIA DEPARTMENT OF EDUCATION**
**CONTRACTOR'S NAME:** ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the terms and conditions of the CURRENT APPLICATION*; the GENERAL TERMS AND CONDITIONS (GTC 04/2017)*; the CALIFORNIA STATE PRESCHOOL PROGRAM CONTRACT TERMS AND CONDITIONS (CT&C)* and any subsequent changes to the CT&C*, which are by this reference made a part of this Agreement. Where the GTC 04/2017 conflicts with the CT&C, the CT&C will prevail.

Funding of this contract is contingent upon appropriation and availability of sufficient funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract.

The period of performance for this contract is July 01, 2024 through June 30, 2025.

For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the CT&C, based on the contract rate (which is the service county reimbursement rate as provided in https://www.cde.ca.gov/fg/aa/cd/documents/csppcontractrates.xlsx, applicable to the sites, as located in the service counties, approved by the Early Education Division and indicated in the Child Development Management Information System), the Minimum Days of Operations (MDO), which is based on the approved program calendar, and the Maximum Reimbursable Amount (MRA) of $4,289,957.00.

During the term of this contract, the contract rate, the MDO and the MRA may be adjusted through an Allocation Letter issued to the Contractor by State Agency.

SERVICE REQUIREMENTS
MDO: 244

Any provision of this contract found to be in violation of Federal or State statute or regulation shall be invalid but such a finding shall not affect the remaining provisions of this contract.

Items shown with an asterisk (*), are hereby incorporated by this reference and made part of this Agreement as if attached hereto. Amendments to any of these asterisked documents during the term of this contract shall be incorporated by reference as of the date issued by State Agency without need for formal amendment. These documents can be viewed at http://www.cde.ca.gov/fg/aa/cd/ctc2024.asp.

**IMPORTANT: Signature is not required. Pursuant to the submission of the Continued Funding Application, this agreement will automatically take effect July 01, 2024 unless rejected in writing by June 30, 2024.**

| AMOUNT ENCUMBERED BY THIS DOCUMENT | PROGRAM/CATEGORY (CODE AND TITLE) | FUND TITLE | | |
|---|---|---|---|---|
| $ 4,289,957 | Early Education Programs | | | |
| PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT | (OPTIONAL USE) | | | |
| $ 0 | See Attached | | | |
| TOTAL AMOUNT ENCUMBERED TO DATE | ITEM | CHAPTER | STATUTE | FISCAL YEAR |
| $ 4,289,957 | See Attached | | | |
| | OBJECT OF EXPENDITURE (CODE AND TITLE) | | | |
| | 702 | | | |

**CONTRACTOR'S NAME:** ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

**CONTRACT NUMBER:** CSPP-4539

| AMOUNT ENCUMBERED BY THIS DOCUMENT | PROGRAM/CATEGORY (CODE AND TITLE) | | FUND TITLE | |
|---|---|---|---|---|
| $ 4,271,893 | Child Development Programs | | General | |
| PRIOR AMOUNT ENCUMBERED | (OPTIONAL USE) 0656 | | | |
| $ 0 | 23038-6936 | | | |
| TOTAL AMOUNT ENCUMBERED TO DATE | ITEM 30.10.010. | CHAPTER | STATUTE | FISCAL YEAR |
| $ 4,271,893 | 6100-196-0001 | B/A | 2024 | 2024-2025 |
| | OBJECT OF EXPENDITURE (CODE AND TITLE) | | | |
| | 702 SACS: Res-6105 Rev-8590 | | | |

| AMOUNT ENCUMBERED BY THIS DOCUMENT | PROGRAM/CATEGORY (CODE AND TITLE) | | FUND TITLE | |
|---|---|---|---|---|
| $ 18,064 | Child Development Programs | | General | |
| PRIOR AMOUNT ENCUMBERED | (OPTIONAL USE) 0656 | | | |
| $ 0 | 25738-6936 | | | |
| TOTAL AMOUNT ENCUMBERED TO DATE | ITEM 30.10.020 | CHAPTER | STATUTE | FISCAL YEAR |
| $ 18,064 | 6100-196-0001 | B/A | 2024 | 2024-2025 |
| | OBJECT OF EXPENDITURE (CODE AND TITLE) | | | |
| | 702 SACS: Res-0000 Rev-0000 | | | |

6.03

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

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION - BOARD OF EDUCATION**

---

To the Board of Trustees: Date: **June 28, 2024**

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

**Staff Analysis:** Adoption of Resolution No. 03-24/25 for the designation of California State Preschool Programs facility responsibility. The Memorandum of Understanding between the Alum Rock Union Elementary School District and Kidango is a formal agreement to provide California State Preschool Programs (CSPP) within the district. Preschool services will be provided at Cesar Chavez Early Learning Center (CCELC), 2000 Kammerer Ave., San Jose, California, 95116 and Cesar Chavez Center, 1990 Kammerer Ave., San Jose, California 95116.

**Recommendation:** Staff recommends the Board of Trustees approve Resolution No. 03-24/25 as submitted by the Early Learning department.

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

Approved by: Sandra Garcia SG Title: Asst. Superintendent, Instructional Services

To the Board of Trustees: Meeting: **July 18, 2024**
Regular Board Meeting

**Recommend Approval**

6.03
Agenda Placement

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

**DISPOSITION BY BOARD OF TRUSTEES**

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Doc ID: 4b608443d914e58c18ac415337d4270283cd48ae

**ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT**

**RESOLUTION NO. 03-24/25**
**Kidango Designation of**
**California State Preschool Programs (CSPP) Facility Responsibility**

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

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

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

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

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

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

**PASSED AND ADOPTED**, this 18th day of July, 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:

Linda Chavez, President _____

Andrés Quintero, Vice President _____

Minh Pham, Clerk _____

Corina Herrera-Loera, Member _____

Andrea Flores Shelton, 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 July 18, 2024.

_____ _____

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

6.04

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

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION - BOARD OF EDUCATION**

To the Board of Trustees: Date: **June 28, 2024**

**Subject:** **THINK Together Designation of California State Preschool Program (CSPP) Facility Responsibility- Adelante I, Adelante II and McCollam Elementary**

**Staff Analysis:** Adoption of Resolution No. 02-24/25 for the designation of California State Preschool Programs facility responsibility. The Memorandum of Understanding between the Alum Rock Union Elementary School District and THINK Together is a formal agreement to provide California State Preschool Programs (CSPP) within the district. Preschool services will be provided at Adelante Dual Language Academy I, 2999 Ridgemont Drive, San Jose, California, 95127, Adelante Dual Language Academy II, 1970 Cinderella Lane, San Jose, California, 95116 and McCollam Elementary, 3311 Lucian Avenue, San Jose, CA 95127.

**Recommendation:** Staff recommends the Board of Trustees approve Resolution No. 02-24/25 as submitted by the Early Learning department.

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

Approved by: Sandra Garcia SG Title: Asst. Superintendent, Instructional Services

To the Board of Trustees: Meeting: **July 18, 2024**
Regular Board Meeting

**Recommend Approval**

6.04
Agenda Placement

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

**DISPOSITION BY BOARD OF TRUSTEES**

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Doc ID: 4b608443d914e58c18ac415337d4270283cd48ae

**ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT**

**RESOLUTION NO. 02-24/25**
**THINK Together Designation of**
**California State Preschool Programs (CSPP) Facility Responsibility**

**WHEREAS,** The Memorandum of Understanding between the Alum Rock Union Elementary School District and THINK Together is a formal agreement to provide California State Preschool Programs (CSPP) at three schools within the district. It is agreed that THINK Together will provide preschool services at Adelante Dual Language Academy I, 2999 Ridgemont Drive, San Jose, CA 95127, Adelante Dual Language Academy II, 1970 Cinderella Lane, San Jose California, 95116 and McCollam Elementary, 3311 Lucian Avenue, San Jose, CA 95127;

**WHEREAS,** THINK Together Executive Director, Rosa Lopez, is designated to receive and submit all documents pertaining to Adelante Dual Language Academy, 2999 Ridgemont Drive, San Jose, CA 95127, Adelante Dual Language Academy II, 1970 Cinderella Lane, San Jose California, 95116 and McCollam Elementary, 3311 Lucian Avenue, San Jose, CA 95127;

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

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

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

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

**PASSED AND ADOPTED**, this 18th day of July 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:

Linda Chavez, President _____

Andrés Quintero, Vice President _____

Minh Pham, Clerk _____

Corina Herrera-Loera, Member _____

Andrea Flores Shelton, 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 July 18, 2024.

_____ _____

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

7.01

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

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION - BOARD OF EDUCATION**

---

To the Board of Trustees: Date: **July 18, 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: July 18, 2024
Regular Board Meeting

**Recommend Approval**

7.01
Agenda Placement

Imee Almazan, Ed.D., Interim Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

Motion by:_____ Seconded by:_____

Approved: _____ Not Approved: _____ Tabled:_____

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

**July 18, 2024**

**CERTIFICATED RESIGNATIONS:**

**I. Resignation:**

| | | | |
|---|---|---|---|
| 1. | Cheng, Shu-Hua | Music/VAPA Programs | 07/04/2024 |
| 2. | Cordani, Tonni | RSP/Aptitud Academy | 06/30/2024 |
| 3. | Kleidon, George | Director, Human Resources Dept. | 05/31/2024 |
| 4. | Lamas, Oscar | Counselor/Adelante Academy I | 06/07/2024 |
| 5. | Quintana, Brian | Core/Hubbard Media Arts Academy | 06/07/2024 |
| 6. | Tamariz, Rebecca | 2/Cassell Elementary | 06/21/2024 |
| 7. | The, Michael | TOSA/Ocala Steam Academy | 06/21/2024 |
| 8. | Villalpando Jr, Manuel | Principal/Ocala Steam Academy | 06/30/2024 |

7.02

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

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION - BOARD OF EDUCATION**

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

**Subject:** Approve Job Description for Site Wellness Center Specialist

**Staff Analysis:** The Site Wellness Center Specialist is responsible for the operation of the Wellness Center, including program implementation, day to day clinical operations, coordinating direct services, co-leading schoolwide prevention and wellness efforts and providing direct services. This position is grant-funded for approximately two years to develop and implement site wellness centers.

**Recommendation:** Staff recommends the Board of Trustees approval of the positions and Job Description for Site Wellness Center Specialist.

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

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

To the Board of Trustees:

Meeting: July 18, 2024
Regular Board Meeting

**Recommend Approval**

7.02
Agenda Placement

Imee Almazan, Ed. D., Interim Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

Motion by:_____ Seconded by:_____

Approved: _____ Not Approved: _____ Tabled:_____

# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

**Position Title:** Wellness Center Site Specialist

**Reports to:** Director of Social and Emotional Learning

**Functions:** Responsible for the operation of the Wellness Center at the assigned school site(s), including program implementation, day to day clinical operations, coordinating direct services, coleading schoolwide prevention and wellness efforts and providing direct services, ensures compliance with FERPA & HIPPA related to student support and wellness services; and performs related work as required to ensure that all programs are in alignment with the outcomes for student success. This position is grant funded for approximately two years to develop & implement a school site wellness center.

**Areas of Responsibilities:**

- Prepares, submits, and manages grant proposals/reports that support district/site goals and meet wellness center funder guidelines and criteria
- Collects and analyzes Wellness Center data such as wellness evaluation surveys, Wellness Center pre & post assessments, reason for visit, general service provided
- Conducts Child & Adolescent Needs & Strengths Assessment as well as the Pediatric ACEs and Related Life Events Screener to inform tentative diagnosis & appropriate service level
- Document sessions and summaries of mental health treatments provided via therapeutic casenotes; develop treatment plans in collaboration with a clinical supervisor
- Conducts risk assessments to support student safety; maintains and documents individual and group clinical support logs
- Provides case management, crisis management, and intervention to referred students
- Develops & oversees wellness enrichment programming calendar to provide students, staff, and parents access to wellness outreach activities, workshops, and events
- Build collaborative partnerships with community agencies to expand MTSS capacity
- Participates in weekly C.A.R.E Team meeting to engage in individualized system support plan mapping for students
- Participates in SMAA, LEA BOP, and Managed Care billing
- Delivers professional learning opportunities focused on wellness for school staff, parents, and students
- Develops & coordinates quarterly Wellness Parent Engagement events in collaboration with site administrator, school counselor, and SLS Quadrant Supervisor
- Collaborates with community partners to track relevant data focused on services received, and programs offered to students and families
- Promotes overall health and wellness schoolwide and supports overall school climate and culture for students, families, and staff

## KNOWLEDGE & ABILITIES

KNOWLEDGE OF & ABILITY TO:

- Interpret data, and apply learnings to modify program delivery to better support student and family needs
- Develop and maintain service data tracking system to ensure timely service delivery for students and families with linkage needs
- Establish and maintain strong working relationships with others
- Collaborate and use problem-solving skills when working with students, families, and staff
- Make referrals to Community Schools Site Specialist, School Counselor, or SLS Supervisor for the delivery of appropriately leveled services

## Education & Experience:

- Master's in Marriage & Family Therapy, or Clinical Counseling, or Clinical Psychology, or Social Work
- Minimum two (2) years of experience working with school-aged children in educational, individual, or family therapy service settings.
- Experience working effectively within school, educational, or community based system

## Licenses & Other Requirements

- Possession of a valid California license as a Marriage & Family Therapist, Clinical Social Worker, or Professional Clinical Counselor issued by the California Board of Behavioral Science (BBS)
- ***Individuals working towards acquiring licensure requirements will be considered for employment on a conditional basis***
    - Possession of an Associate Number attached to Marriage & Family Therapy, or Clinical Social Work, or Professional Clinical Counselor issued by the California Board of Behavioral Science
- Valid California Driver's License

## Qualifications:

- Knowledge of TK-12 system
- Bilingual preferred - Spanish or Vietnamese
- Oral & written communication skills
- Lifelong learner
- Team oriented
- Flexible and adaptable
- Outgoing & self-directed
- Computer & Google Suite literate
- Ability to establish & maintain cooperative & effective working relationships
- Positive interaction with community groups & cultures at large

## ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

**Terms of Employment:**

Salary Placement: In accordance with the salary schedule below.

| | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 |
|---|---|---|---|---|---|---|
| ANN | $ 64,748.88 | $ 67,442.40 | $ 70,219.44 | $ 73,080.00 | $ 76,044.96 | $ 79,323.12 |
| MO | $ 5,395.74 | $ 5,620.20 | $ 5,851.62 | $ 6,090.00 | $ 6,337.08 | $ 6,610.26 |
| DAY | $ 248.08 | $ 258.40 | $ 269.04 | $ 280.00 | $ 291.36 | $ 303.92 |
| HRS | $ 31.01 | $ 32.30 | $ 33.63 | $ 35.00 | $ 36.42 | $ 37.99 |

H&W Benefits: Eligible for the same Health and Welfare Benefits as CSEA members.

Work Year: 11 month

Evaluation: The performance of this position will be evaluated in accordance with the classified staff evaluation process.

Bargaining unit: Unrepresented, not a part of any bargaining unit.

8.01

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

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION - BOARD OF EDUCATION**

To the Board of Trustees: Date: **June 17, 2024**

**Subject:** **LAZEL, Inc. DBA: Learning A-Z, LLC: Licenses and Professional Development**

**Staff Analysis:** Learning A-Z provide RAZ+ access for all students in grades K-5, and Science A-Z, for all students in grades K-5. Teachers will be trained to use purchased Licenses that enable teachers with access to differentiated online reading supports and online science supplemental activities. Includes 1 onsite program orientation and 5 free orientation webinar, free PDs and licenses for 300 classrooms

**Recommendation:** Staff recommends the Board of Trustees approve the contract with Learning A-Z, LLC for the 2024-2025 school year. Cost of contract is $123,957.00

Approved by: Sandra Garcia Title: Assistant Superintendent, Instructional Services

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

**Recommend Approval**

8.01
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

## INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Academic Services (School/Dept.) VENDOR NO. 21123

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: LAZEL, Inc. DBA:Learning A-Z, LLC

Address: 1840 E. River Road City: Tucson State: AZ Zip: 85718

Phone: (866) 889-3729 Email Address: william.marshall@learninga-z.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 19, 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").

Learning A-Z provide RAZ+ access for all students in grades K-5, and Science A-Z, for all students in grades K-5.Teachers will be trained to use purchased Licenses to use purchased Licenses that enable teachers with access to differentiated online reading supports and online science supplemental activities 1 onsite and 5 webinar trainings will be provided at no cost

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:** $123,957.00 (describe rate agreement) 1 Year subscription

5. **BUDGET CODE:**

| FD | RESC | PY | OBJECT | SUB-OBJ | GOAL | FCTN | COST-CNTR | LOC | PROG | $AMOUNT | BUS OFC Initials |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 010 | 0000 | 0 | 5846 | 00 | 1110 | 1000 | 000000 | 305 | 5310 | $123.957.00 | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |

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

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

**CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING**

# Learning A-Z Quote

**Date:** 2/16/2024
**Valid Until:** 8/31/2024
**Bill Id #:** 10551514
**Username:** tbickford1

**Ship To:**

Tara Bickford
Alum Rock Union School District
2930 Gay Ave
San Jose, California 95127-2398
(408) 928-6524
tara.bickford@arusd.org

**Bill To:**

Tara Bickford
Alum Rock Union School District
2930 Gay Ave
San Jose, California 95127-2398
(408) 928-6524
tara.bickford@arusd.org

| Products | Type | License Terms | List Price | Final Cost |
|---|---|---|---|---|
| Raz-Plus | Renewal | 300 classrooms, 12 Months | $72,300.00 | $67,356.00 |
| Raz-Plus ELL | Renewal | 300 classrooms, 12 Months | $21,600.00 | $21,486.00 |
| Science A-Z | Renewal | 300 classrooms, 12 Months | $36,300.00 | $35,115.00 |

| Products | Type | License Terms | List Price | Final Cost |
|---|---|---|---|---|
| Complimentary Program Orientation Webinar | Training | 5 | $1,500.00 | $0.00 |
| Complimentary Program Orientation Onsite | Training | 1 session | $3,000.00 | $0.00 |

| | Final Cost |
|---|---|
| **Discount Amount:** | $10,743.00 |
| **Sales Tax:** | $0.00 |
| **YOUR TOTAL COST:** | $123,957.00 |

(*) Taxes (if applicable) to be calculated at time of purchase. All prices are in U.S. dollars.

Internal use only: CPQ Quote # Q-871464, CSI Quote # 727990

© Learning A-Z
1840 East River Road, Suite 220, Tucson, AZ 85718, USA
sales@learninga-z.com

| |
|---|
| |

If paying by purchase order please send a Learning A-Z quote matching your Purchase Order (P.O.)

**Email the P.O. along with the Learning A-Z quote to orders@learninga-z.com.**

| Sales Executive |
|---|
| William Marshall<br>william.marshall@learninga-z.com |

**P.O. must include:**

1. PO number
2. Learning A-Z as the vendor
3. Bill To information
4. The product(s) being purchased
5. Total dollar amount
6. If your PO has a signature line, it must be signed

If paying by credit card online, **log in to your My Account page. If you don't know your password, use the Forgot Password link to reset your password. Click *Review*. Fill out your card information and click *Complete Order*.**

**Learning A-Z License Agreement**

Licenses grant registered classrooms only permission to use materials on the designated website(s) during the terms of the license. Sharing user information or materials with non- registered classrooms is not authorized.

All subscriptions, products, and services are offered subject to Learning A-Z's standard License Terms of Service, available at https://help.learninga-z.com/en/articles/7216732-terms-of-service (the "License"), as supplemented by the terms herein, and Learning A-Z's K-12 processing. By placing any order, customer confirms its acceptance of the License terms, as well as fees in this quote, which, together with any previously awarded proposal and/or any other associated agreement entered into by Learning A-Z and customer regarding the subscriptions, products, and services constitute the entire agreement between customer and Learning A-Z regarding such subscriptions, products, and services (the "Agreement") and provides its authorization to Learning A-Z's K-12 processing as described. Customer and Learning A-Z agree that the terms of this Agreement supersede any additional or inconsistent terms or provisions in any customer drafted purchase order, which shall be void and of no effect, or any communications, whether written or oral, between customer and Learning A-Z relating to the subject matter hereof. In the event of any conflict, the terms of this Agreement shall govern.

Please review our terms and conditions carefully before activating your account.

Thank you for your business!

Internal use only: CPQ Quote # Q-871464, CSI Quote # 727990

© Learning A-Z
1840 East River Road, Suite 220, Tucson, AZ 85718, USA
sales@learninga-z.com

8.02

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

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION - BOARD OF EDUCATION**

To the Board of Trustees: Date: **June 21, 2024**

**Subject:** **Creative Learning Center**

**Staff Analysis:** Creative Learning Center is a certified, highly specialized nonpublic school that provides individualized instruction & behavior support services to autistic or severe behaviorally disordered students. Due to the severity of their disability, a nonpublic school placement is required.

**Recommendation:** Staff recommends the Board of Trustees approve the contract with Creative Learning Center for the 24-25 school year in the amount of $179,065.50.

Submitted by: Anthony Colonna Title: Director, Special Education

Approved by: Sandra Garcia Title: Asst. Superintendent, Instructional Services

To the Board of Trustees:

Meeting: **July 18, 2024**
Regular Board Meeting

**Recommend Approval**

8.02
Agenda Placement

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

**DISPOSITION BY BOARD OF TRUSTEES**

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

## Request for Contracted Services

To: **BUSINESS OFFICE** Contract No.: _____ Vendor No.: 301279

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

☐ **MOU** (negotiated Agreement) ☑ **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: Creative Learning Center

Address: 815 Allerton St City: Redwood City State: CA Zip: 94062

Phone: (650) 385-8381 Email: _____

SSN: _____ Fed I.D. #: 46-5538081

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

**CONTRACTOR'S OBLIGATION:**
Description of services to be provided: (Please attach proposals, scope of work, and other documentation.)

Creative Learning Center is a certified, highly specialized nonpublic school (NPS) that provides individualized instruction & behavior support services to students with autism. Due to the severity of their disability, an NPS placement is required.

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

X a. **Fee Rate:** $435 per day Not to Exceed 212/days of services.

X b. **Other:** $86,845.50

Describe other related costs: Speech, OT, 1:1 aide = $86,845.50 + $92,220 = $179,065.50

BUDGET CODE: 080-6500-0-5100-00-5750 7/3/24 Accountant Initials

1120-000000-380-1820 MB 7/5/24 Accountant Initials

**APPROVALS**:

**ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:**

Site/Department Administrator: _____ Date: 6/21/24

Director of Fiscal Services: _____ Date: 7/9/24

Asst. Supt., of Business Services: _____ Date: 7/9/24

Superintendent: _____ Date: _____

South East SELPA
*Making a Difference*

SELPA
Santa Clara County Office of Education
SELPAs I, II, III, IV, VII

# MASTER CONTRACT

**GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES**

**LEA** Alum Rock USD

Contract Year **2024-2025**

Nonpublic School Creative Learning Center

Nonpublic Agency

**Type of Contract:**

☑ Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

☐ Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

***When this section is included as part of any Master Contract, the changes specified above shall amend Section 2 – Term of Master Contract.***

CONTRACTOR shall notify LEA when Medi-Cal is billed for educationally related expenses.

## 64. PAYMENT UNIT: NON-PUBLIC AGENCY ONLY

A unit of service for payment purposes is one hour of related service. LEA shall not be responsible for payment of services for days on which a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law.

## 65. RATE SCHEDULE

The CONTRACTOR agrees to apply the same rate for the entire fiscal year. Education service(s) and/or related services offered by CONTRACTOR in accordance with the IEP and the charges for such service(s) during the term of this Agreement shall be as follows:

**A. Nonpublic School only**

| | Rate | Period (specify) |
|---|---|---|
| **Basic Education Program** | $ 435 | Daily |

**B. Designated Instruction and Service and/or Other Related Services**

| | | | | |
|---|---|---|---|---|
| (1) | Adapted Physical Education | $ | per | |
| (2) | Behavior Intervention Services | $153/ hr & $183 (Consult) | per | hour |
| (3) | Day Treatment Services | | per | |
| (4) | Language/Speech Therapy/Group | $96 | per | hour |
| (5) | Language/Speech Therapy/Indiv. | $141 | per | hour |
| (6) | Mental Health | | per | |
| | a) Counseling/Group | $92 | per | hour |
| | b) Counseling/Individual | $136 (IND, PRT, Consult) | per | hour |
| | c) Counseling and Guidance | | per | |
| (7) | Occupational Therapy | $141 (IND) & $96 (GRP) | per | hour |
| (8) | One-on-One Aide | $84 | per | hour |
| (9) | Parent Counseling | | per | |
| (10) | Physical Therapy | | per | |
| (11) | Psychological Services | | per | |
| (12) | Residential Treatment Services<br>*Educationally Related Mental Health Board and Care* | | per | |
| (13) | Social Work Services | | per | |
| (14) | Transportation (if required) | | per | |
| (15) | Other: | | per | |
| | Other: | | per | |
| | Other: | | per | |

## 66. PAYMENT DEMAND

If a student is enrolled in an NPS/NPA, with the approval of the LEA, prior to agreement to a contract or ISA, the LEA shall issue a warrant for services for up to 90 days during which time the contract shall be consummated. If after 60 days the Master Contract has not been finalized, either party may appeal to the SPI. Within 30 days of receipt of appeal, the SPI, or designee, shall mediate the formulation of a contract which shall be binding upon both parties.

# Creative Learning Center: 2024-2025 School Calendar

| July 2024 | | | | |
|---|---|---|---|---|
| M | T | W | T | F |
| 1 | 2 | 3 | 4 | 5 |
| 8 | 9 | 10 | 11 | 12 |
| 15 | 16 | 17 | 18 | 19 |
| 22 | 23 | 24 | 25 | 26 |
| 29 | 30 | 31 | | |

21 Instructional Days

| August 2024 | | | | |
|---|---|---|---|---|
| M | T | W | T | F |
| | | | 1 | 2 |
| 5 | 6 | 7 | 8 | 9 |
| 12 | 13 | 14 | 15 | 16 |
| 19 | 20 | 21 | 22 | 23 |
| 26 | 27 | 28 | 29 | 30 |

13 Instructional Days

| September 2024 | | | | |
|---|---|---|---|---|
| M | T | W | T | F |
| 2 | 3 | 4 | 5 | 6 |
| 9 | 10 | 11 | 12 | 13 |
| 16 | 17 | 18 | 19 | 20 |
| 23 | 24 | 25 | 26 | 27 |
| 30 | | | | |

20 Instructional Days

| October 2024 | | | | |
|---|---|---|---|---|
| M | T | W | T | F |
| | 1 | 2 | 3 | 4 |
| 7 | 8 | 9 | 10 | 11 |
| 14 | 15 | 16 | 17 | 18 |
| 21 | 22 | 23 | 24 | 25 |
| 28 | 29 | 30 | 31 | |

22 Instructional Days

| November 2024 | | | | |
|---|---|---|---|---|
| M | T | W | T | F |
| | | | | 1 |
| 4 | 5 | 6 | 7 | 8 |
| 11 | 12 | 13 | 14 | 15 |
| 18 | 19 | 20 | 21 | 22 |
| 25 | 26 | 27 | 28 | 29 |

15 Instructional Days

| December 2024 | | | | |
|---|---|---|---|---|
| M | T | W | T | F |
| 2 | 3 | 4 | 5 | 6 |
| 9 | 10 | 11 | 12 | 13 |
| 16 | 17 | 18 | 19 | 20 |
| 23 | 24 | 25 | 26 | 27 |
| 30 | 31 | | | |

15 Instructional Days

**Reg. School Hours 8:30am-2:30pm**

Teacher In Service (No Students)

No school for students

Minimum Day
All Students: 8:30am - 12:30pm

Minimum Day
All Students: 8:30am - 12:30pm
Parents: No ABA, All Staff: Training 1-4:30pm

Minimum Day All Students 8:30-12:30pm

| January 2025 | | | | |
|---|---|---|---|---|
| M | T | W | T | F |
| | | 1 | 2 | 3 |
| 6 | 7 | 8 | 9 | 10 |
| 13 | 14 | 15 | 16 | 17 |
| 20 | 21 | 22 | 23 | 24 |
| 27 | 28 | 29 | 30 | 31 |

19 Instructional Days

| February 2025 | | | | |
|---|---|---|---|---|
| M | T | W | T | F |
| 3 | 4 | 5 | 6 | 7 |
| 10 | 11 | 12 | 13 | 14 |
| 17 | 18 | 19 | 20 | 21 |
| 24 | 25 | 26 | 27 | 28 |

15 Instructional Days

| March 2025 | | | | |
|---|---|---|---|---|
| M | T | W | T | F |
| 3 | 4 | 5 | 6 | 7 |
| 10 | 11 | 12 | 13 | 14 |
| 17 | 18 | 19 | 20 | 21 |
| 24 | 25 | 26 | 27 | 28 |
| 31 | | | | |

20 Instructional Days

| April 2025 | | | | |
|---|---|---|---|---|
| M | T | W | T | F |
| | 1 | 2 | 3 | 4 |
| 7 | 8 | 9 | 10 | 11 |
| 14 | 15 | 16 | 17 | 18 |
| 21 | 22 | 23 | 24 | 25 |
| 28 | 29 | 30 | | |

17 Instructional Days

| May 2025 | | | | |
|---|---|---|---|---|
| M | T | W | T | F |
| | | | 1 | 2 |
| 5 | 6 | 7 | 8 | 9 |
| 12 | 13 | 14 | 15 | 16 |
| 19 | 20 | 21 | 22 | 23 |
| 26 | 27 | 28 | 29 | 30 |

21 Instructional Days

| June 2025 | | | | |
|---|---|---|---|---|
| M | T | W | T | F |
| 2 | 3 | 4 | 5 | 6 |
| 9 | 10 | 11 | 12 | 13 |
| 16 | 17 | 18 | 19 | 20 |
| 23 | 24 | 25 | 26 | 27 |
| 30 | | | | |

14 Instructional Days

| July 2025 | | | | |
|---|---|---|---|---|
| M | T | W | T | F |
| | 1 | 2 | 3 | 4 |
| 7 | 8 | 9 | 10 | 11 |
| 14 | 15 | 16 | 17 | 18 |
| 21 | 22 | 23 | 24 | 25 |
| 28 | 29 | 30 | | |

17 Instructional Days

Approved TH 4.22.24

8.03

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

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION - BOARD OF EDUCATION**

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

**Subject:** **Creekside School**

**Staff Analysis:** Creekside School is a certified, highly specialized nonpublic school that provides individualized instruction and behavior support services to autistic and behaviorally disordered students.

The student resides within Alum Rock School District and due to the severity of the student's disability, a nonpublic school placement is recommended.

**Recommendation:** Staff recommends the Board of Trustees approve the contract with Creekside School for the 24-25 school year in the amount of $149,152.

Submitted by: Anthony Colonna Title: Director Special Education

Approved by: Sandra Garcia Title: Asst. Superintendent, Instructional Services

To the Board of Trustees:

**Recommend Approval**

8.03
Agenda Placement

Meeting: **July 18, 2024**
Regular Board Meeting

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

## Request for Contracted Services

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

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

☐ **MOU** (negotiated Agreement)
☐ Exhibit B & C (Fingerprinting and TB Test)
☑ **MASTER CONTRACT PARTICIPATION**
☑ Scope of Work/Proposal

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

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

Name of Individual/Company: The Creekside School

Address: 5629 Lean Ave City: San Jose State: CA Zip: 95123

Phone: (408) 448-2494 Email: _____

SSN: _____ Fed I.D. #: 26-07727819

**CONTRACT TERM:** start dates July 1, 2024 - June 30, 2025 end date _____

**CONTRACTOR'S OBLIGATION:**
Description of services to be provided: (Please attach proposals, scope of work, and other documentation.)

Creekside School is a certified, highly specialized nonpublic (NPS) school that provides individalized instruction and behavior support services to autistic and behaviorally disordered students. Due to the severity of the students disability, an NPS placement is recommended.

**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:** $457.00 per day Not to Exceed 206 days of services.

X b. **Other:** $55,010.00 = meals, 1:1 support, counseling, OT. speech

Describe other related costs: $457x206 = $94,142 + $55,010 = $149,152

BUDGET CODE: 080-6500-5100-00-5750 7/3/24 Accountant Initials

1120-000000-380-1820 _____ Accountant Initials

**APPROVALS:**

MB 7/5/24

**ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:**

Site/Department Administrator: _____ Date: 6/12/24

Director of Fiscal Services: _____ Date: 7/9/24

Asst. Supt., of Business Services: _____ Date: 7/9/24

Superintendent: _____ Date: _____



5629 Lean Ave. | San Jose, California 95123 | (408) 448-2494 | www.creeksideschool.org

# The Creekside School 2024-2025 Service Rates

| Designated Instruction & Services and Related Services | Fees |
|---|---|
| **Daily Rate of Attendance:**<br>❖ **Specialized Academic Instruction** (SAI)<br>(Highly individualized, functional academics and life skills curriculum)<br>❖ **Community Based Instruction**<br>(Safety instruction, functional life skill experience, community interaction)<br>❖ **Active Family Support**<br>(Daily comprehensive communication via email, quarterly consultation, caregiver training, Safety-Care for Families)<br>❖ **Sensory Integration Therapy**<br>(Individualized experiences for the student's unique sensory regulation needs)<br>❖ **Communication and Social Skills Instruction**<br>(Functional Communication Training and social groups)<br>❖ **Social Emotional Learning (SEL)**<br>(Zones of Regulation, Kidpower and individualized SEL)<br>**Additional Components and Programs of The Creekside School**<br>❖ 2:1 student-teacher ratio throughout the school day<br>❖ Music Therapy and Instruction<br>❖ Art Therapy and Instruction<br>❖ Mental Health & Wellness<br>❖ Modified Physical Education | **$ 457/day** |
| **State Mandated Meals**<br>Healthy Breakfast, Lunch and Snacks as required by state law and participation expressly stated by parents). | **$ 15 per instructional day (regardless if absent)** |
| **Individual Instructional Assistant (1:1)**<br>(Highly trained paraprofessional to support individual instructional needs and implement therapeutic and behavior plans. Paraprofessionals receive extensive ABA, child development, communication training, crisis training, sensory integration and more training. Most are also RBT certified, creating a request for higher wages based on experience.) | **$145/day** |
| **Behavior Intervention Design & Implementation (BID & BII)**<br>(Behavioral assessment, behavior intervention and support plans, data collection, analysis, and consultation) | **$175//hr** |
| **Language and Speech Development & Remediation (LSDR)**<br>(Individual, group, consult, AAC programing and support, and assessment per IEP) | **$175//hr** |
| **AAC Evaluation**<br>(Specialized AAC assessment and report writing per IEP) | **$1000/assessment** |
| **Occupational Therapy Services (OT)**<br>(Individual, group, consult, and assessment per IEP) | **$175/hr** |
| **Counseling Services**<br>(Individual, group, and consult per IEP) | **$175/hr** |

5629 Lean Ave. | San Jose, California 95123 | (408) 448-2494 | www.creeksideschool.org

| | |
|---|---|
| **Vocational Training (Individual Transition Plan Services)**<br>❖ 5 - 20 offsite and onsite work experience with assigned job coach<br>❖ Transition Portfolio to highlight work experience and demonstrated skills<br>❖ Person Centered Planning to support transition and vocational goals | **$158/week** |
| **Transition for New Students** (not to exceed 4 hours/day) | **$104/hr** |

# INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
## (Education Code Sections 56365, et seq.)

PUPIL NAME (Last, First)

A. BASIC EDUCATION PROGRAM (Applies to NPS only)

Number of Days: **206** x Per Diem **$457.00** = TOTAL BASIC EDUCATION COSTS (A) **$94,142.00**
(Includes extended school year days as appropriate to the pupil's IEP).

B. RELATED SERVICES:

| | SERVICE PROVIDER | | | TOTAL MINUTES PER WEEK OR SESSION | COST PER SESSION | | | | | MAX TOTAL COST FOR CONTRACT PERIOD |
|---|---|---|---|---|---|---|---|---|---|---|
| | Freq | Duration | Start Date | | HOURLY | DAILY | WEEKLY | INDIV | GROUP | |
| 1. State Mandated Meals | daily | | | 206 days | | $15 | | | | $3,090.00 |
| 2. Aide Support | weekly | | | 1605 minutes | | $145 | | | | $29,870.00 |
| 3. BCBA Consult | monthly | | | 60 minutes | $175 | | | | | $2,100.00 |
| 4. OT - Consult | monthly | | | 60 minutes | $175 | | | | | $2,100.00 |
| 5. OT - Individual | monthly | | | 240 minutes | $175 | | | X | | $8,400.00 |
| 6. OT - Group | | | | | | | | | | |
| 7. SLP - Consult | monthly | | | 30 minutes | $175 | | | | | $1,050.00 |
| 8. Speech/Language - Individ | monthly | | | 240 minutes | $175 | | | X | | $8,400.00 |
| 9. Speech/Language - Grp | | | | | | | | | | |
| 10. Transportation | | | | | | | | | | |
| 11. Mental Health - Consult | | | | | | | | | | |

MAXIMUM TOTAL RELATED SERVICES COST (B): **$55,010.00**

MAXIMUM TOTAL BASIC EDUCATION AND RELATED SERVICES COSTS (A-B): **$149,152.00**

All terms and conditions of the current Master Contract for NPS/NPA Service(s) previously executed by the parties hereto, are incorporated herein by reference. The CONTRACTOR will implement the IEP in accordance with this ISA and the Master Contract, and will request an IEP review prior to any change in the service(s).

The parties hereto have executed this contract by and through their duly authorized agents or representatives. This contract is effective on 07/01/2024 and terminates at 5:00 p.m. on 06/30/2025 unless sooner terminated as provided herein.

**LEA**

*(Signature)* *Date*

Imee Almazon, Ed.D.
(Type or Print Name)

Alum Rock School District
(Name of LEA)

2930 Gay Ave San Jose, Ca 95127
(Mailing Address)

**CONTRACTOR**

*(Signature)* 6/6/24 *Date*

Katie Shepard, Principal
(Print Name)

The Creekside School
(Name of NPS/NPA)

5629 Lean Ave., San Jose, CA 95123
(Mailing Address)

# THE CREEKSIDE SCHOOL

## INSTRUCTIONAL CALENDAR

### 2024-2025

| AUGUST 2024 | | | | |
|---|---|---|---|---|
| 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 |

| SEPTEMBER 2024 | | | | |
|---|---|---|---|---|
| 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 | | | | |
| | | | | 20 |

| OCTOBER 2024 | | | | |
|---|---|---|---|---|
| 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 | |
| | | | | 22 |

| NOVEMBER 2024 | | | | |
|---|---|---|---|---|
| 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 |
| | | | | 17 |

| DECEMBER 2024 | | | | |
|---|---|---|---|---|
| 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 | | | |
| | | | | 15 |

| JANUARY 2025 | | | | |
|---|---|---|---|---|
| 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 |
| | | | | 18 |

| FEBRUARY 2025 | | | | |
|---|---|---|---|---|
| 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 |
| | | | | 15 |

| MARCH 2025 | | | | |
|---|---|---|---|---|
| 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 | | | | |
| | | | | 20 |

| APRIL 2025 | | | | |
|---|---|---|---|---|
| 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 | | |
| | | | | 17 |

| MAY 2025 | | | | |
|---|---|---|---|---|
| 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 |
| | | | | 20 |

| JUNE 2025 | | | | |
|---|---|---|---|---|
| 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 | | | | |
| | | | | 19 |

| JULY 2025 | | | | |
|---|---|---|---|---|
| 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 | |
| | | | | 15 |

**Important Dates**

| | |
|---|---|
| First Day of School | Aug 21, 2024 |
| Last Day of School | Jul 24, 2025 |

**School Break: Non-Student Days**

| | |
|---|---|
| Summer Break | Aug 1 - 20, 2024 |
| Thanksgiving Break | Nov 27 - 29, 2024 |
| Holiday Break | Dec 23 - Jan 6, 2025 |
| Winter Break | Feb 17 - 21, 2025 |
| Spring Break | Apr 7 - 11, 2025 |
| Summer Break | Jul 25 - 31, 2025 |

**Observed Holidays: Non-Student Days**

| | |
|---|---|
| Labor Day | Sep 2, 2024 |
| Veteran's Day | Nov 11, 2024 |
| Thanksgiving | Nov 28-29, 2024 |
| Christmas Eve | Dec 24, 2024 |
| Christmas Day | Dec 25, 2024 |
| New Years Day | Jan 1, 2025 |
| Martin Luther King, Jr | Jan 20, 2025 |
| President's Day | Feb 17, 2025 |
| Memorial Day | May 26, 2025 |
| Juneteenth | Jun 19, 2025 |
| Fourth of July | Jul 4, 2025 |

**Professional Development (PD): Non-Student Days**

| | | |
|---|---|---|
| Aug 8 - 20, 2024 | Jan 6, 2025 | May 23, 2025 |
| Oct 4, 2024 | Mar 17, 2025 | Jul 25, 2025 |

**SCHOOL HOURS:**

| | |
|---|---|
| Mon, Tues, Thur, Fri | 9:00 AM - 2:45 PM |
| Full Daily Minutes: | 345 minutes |
| **Adjusted School Days** | |
| Wednesday's | 9:00 AM - 12:45 PM |
| Other | 9:00 AM - 12:45 PM |
| Adj. Daily Minutes: | 225 minutes |

| | |
|---|---|
| **Total Instructional Days:** | **206** |
| **Total Non-Student Days:** | **55** |
| PD - Teacher/Staff Days: | 14 |
| Holidays: | 12 |
| Breaks: | 29 |

**PROGRESS REPORTS**

| | |
|---|---|
| Quarter 1 Ends: | Nov 4, 2024 |
| Quarter 2 Ends: | Feb 5, 2025 |
| Quarter 3 Ends: | May 5, 2025 |
| Quarter 4 Ends: | Jul 24, 2025 |

**PARENT CONFERENCES**

Nov 12 - Nov 15 2024

May 12 - May 16 2025

BOE Board Approval Date: 1/16/2024

8.04

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: **June 26, 2024**

**Subject:** **Pine Health, LLC**

**Staff Analysis:** Pine Health will provide a License Marriage Family Therapist (LMFT) who will provide mental health behavioral/counseling support to students/programs in special education within Alum Rock District during the 2024-2025 school year.

**Recommendation:** Staff recommends the Board of Trustees approve the contract with Pine Health for the 24-25 school year in the amount of $168,750.

Submitted by: Anthony Colonna Title: Director, Special Education

Approved by: Sandra Garcia Title: Asst. Superintendent, Instructional Services

To the Board of Trustees:

Meeting: **July 18, 2024**
Regular Board Meeting

**Recommend Approval**

8.04
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 FOR SERVICES

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

FROM: Special Education (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: Pine Health,LLC

Address: 2999 N. 44th St. #220 City: Phoenix State: AZ Zip: 85018

Phone: ( 602 ) 428-6060 Email Address: _____

SSN: _____ or Fed I.D. #: 93-4751788

**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 June30, 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").
Pine Health will provide a Licensed Marriage Family Therapist(LMFT) to provide mental health services to Alum Rock students as per the student's IEP.

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:** $125/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 | 168,750 | 7/10/24 |
| | | | | | | | | | | | 7/10/24 |
| | | | | | | | | | | | |

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**

PINE
HEALTH

# Amendment #1

The below shall replace section **9. INDEMNIFICATION** and **ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT SCHOOL PROGRAMS INSURANCE REQUREMENTS, Indemnification** section with the below:

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.

District shall defend, indemnify, and hold harmless Contractor and its agents, representatives, officers, consultants, and employees (collectively, the "Contractor 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 (i) any act, error, omission, negligence or willful misconduct of District or the District Parties, (ii) performance of or failure to perform District Parties' obligations under this Agreement, (iii) for injury to or death of persons or damage to property or damage to the Contractor or the Contractor Parties, or (iv) failure of the District Parties to comply with applicable law, including, but not limited to, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Age Discrimination in Employment Act of 1967, the California Fair Employment and Housing Act, the California Labor Code or any other laws and regulations, whether federal, state or local, relating to employment or employment discrimination. 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.

PINE HEALTH

# Pine Health - Rates and Pricing – 24/25 SY

| Position | All Inclusive Hourly Rate |
|---|---|
| Licensed Counselor (LMFT/LCSW) | $100-$125 |
| School Counselor (MSW) | $90 |
| Paraeducator | $50 |
| Behavior Tech/Aide | $55 |
| Registered Behavior Tech | $65 |
| BCBA | $105-$135 |
| LVN | $65 |
| RN (non-credentialed) | $82 |
| Credentialed School RN | $96 |

**1. Overtime Rates**. Overtime shall be calculated at a rate of 1.5 times (1.5x) the base hourly rate for all hours worked after 40 hours per week, after 8 hours per day, or in accordance with state law. For applicable states, double time shall be charged at a rate of 2.0 times (2.0x) the base hourly rate. Unless otherwise defined by Client, weekly hours will begin on Sunday and end on Saturday.

**2. Mileage.** If Staff is authorized and required to utilize a personal vehicle to perform Staff's assigned duties, the mileage shall be billed as pursuant to the current Federal mileage reimbursement rate.

**3. Conversion of Contractors.** Following confirmation of assignment or presentation of contractor for consideration, Client may hire Contractor only in accordance with this section. For purpose of this entire section, hours of Contractor include all hours worked at Client pursuant to this agreement. Following the completion of 1,372 hours worked on Assignment, Client may directly or indirectly hire or engage with any Contractor without payment of any conversion fee. Should Client hire or retain services of any Contractor prior to completing a minimum of 1,372 hours, the below table shall be used as conversion fees.

| Number of Hours Worked on Assignment | Conversion Fee Schedule (as Percentage of Annual Gross Compensation) |
|---|---|
| 1,372 Hours + | 0% |
| 921 to 1,371 Hours | 12% |
| 461 to 920 Hours | 15% |
| 0 to 460 Hours | 18% |

8.05

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 13, 2024

**Subject:** **Tutorworks Academic Services - contract for 2024-2025**

**Staff Analysis:** Tutorworks will provide an on-site and/or virtual academic tutoring program that is customized to address students' specific needs. The program integrates certified staff and technologies based support as part of the instructional program. Tutorworks will work with ARUSD staff to determine hours of service for students in grades K-8th for any school interested in participating for 2024-2025 school year.

**Recommendation:** Staff recommends the Board of Trustees approve the contract with Tutorworks Academic Services for the 2024-2025 School Year. Cost of contract is not to exceed $250,000.00

Submitted by: Kiela Jimenez Title: Director of State and Federal Programs

Approved by: Sandra Garcia Title: Asst. Superintendent, Instructional Services

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

**Recommend Approval**

8.05
Agenda Placement

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

**DISPOSITION BY BOARD OF TRUSTEES**

Motion by: Seconded by:

Approved: _____ Not Approved: _____ Tabled:

MASTER

# 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. 21300

Submitted by: Kiela Jimenez

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: Tutorworks Academic Services

   Address: 700 Airport Blvd. Ste #450 City: Burlingame State: CA Zip: 94010

   Phone: ( 650 ) 298-8867 Email Address: dterzian@tutorworks.org

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

   **Mutually agree and promise as follows:**

2. **CONTRACT TERM:** start date August 13, 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:

   Tutorworks will provide an on-site and/or virtual academic tutoring program that is customized to address students' specific needs. The program integrates certified staff and technology based support as part of the instructional program. Tutorworks will work with ARUSD staff to determine hours of service for students.

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:** $_____ (describe rate agreement) State and Federal not to exceed $175,000.00 and not to exceed $75,000.00 per school 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 | 000000 | 360 | 7221 | $0.00 | 7/9/24 |
| | | | | | | | | | | | |

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

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

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**

TUTORWORKS
Academic Services
SCOPE OF WORK-ARUSD

# INTRODUCTION

TUTOR**WORKS** utilizes a blended learning approach which combines the use of educational software and personalized instruction from certified tutors to create very engaging and highly effective learning experiences for every student. TUTOR**WORKS** has served more than 25,000 students in 140 school districts and more than 1500 schools. TUTOR**WORKS** has successfully transitioned our intervention programs from classroom settings to hybrid live and synchronous remote learning. We understand well the promise and challenges of using a blended learning approach to achieve significant academic gains. Our hybrid remote learning programs have evolved from more than 20 years of experience promoting students' growth and development in technology-rich environments.

Our Purpose and Mission
TUTOR**WORKS'** purpose is to support students as they develop their enormous potential to create a life with meaning. TUTOR**WORKS'** mission is to create transformational learning experiences in a motivational learning environment by building tangible skills and nurturing a growth mindset. TUTOR**WORKS'** programs do this by combining two contrasting strategies: fierce commitment to tangible, discrete skills and an equally fierce commitment to open-ended and imaginative learning activities. We focus on building mastery of foundational skills through deliberate practice and through a positive, personalized and culturally relevant learning experience that meets students where they are and supports them to achieve the next level in their learning.

# HYBRID ACADEMIC INTERVENTION

Our new signature program, TUTOR**WORKS ACADEMY,** will be implemented in ARUSD school sites as a hybrid virtual academy with a physical presence in classrooms. Students will learn from onsite coordinators and instructors, as well as from their virtual instructors. Our hybrid intervention model allows students to access the TUTOR**WORKS** programming either at school with a TUTOR**WORKS** staff member supporting students, in the afterschool program, or from home. TUTORWORKS can provide all in-person intervention services for an additional charge.

TUTOR**WORKS ACADEMY** classrooms are purposefully small, with a 1/3 - 1/8 staff/student ratio. This facilitates student-teacher relationships and is an important factor in motivating our students to succeed.

TUTOR**WORKS** staff are experienced instructors invested in developing a positive classroom experience for students to increase their intrinsic motivation and to close academic gaps in literacy and math.

TUTOR**WORKS** instructors are part of a faculty that meets daily to discuss students' needs, review student data from the pre- or post-assessments, and strategize how to tailor instruction to meet students' needs.

TUTOR**WORKS ACADEMY** currently features three classes, described in detail below. The classes are **FOUNDATIONS, CODE WRITE DRAW INTERVENTION** and **MASTERY TUTORIAL**. Districts can choose any number of classes and combine them to create a tailored program for each school's needs.

# PROGRAM DURATION & COST

The TUTOR**WORKS ACADEMY** classes can be customized to a program of any length. The cost of services for the 2024-25 school year is $46.22 /student hour (enrollment-based fee). The cost for programs with all in-person instructors will be determined in consultation with ARUSD based on the specific implementation details.

TUTOR**WORKS** In addition to providing the classes described above based on ARUSD customizations, the program also includes the following:

| **Additional Services** | **Included** |
|---|---|
| Parent Engagement and Support | |
| Parent Outreach Materials<br>***We provide flyers, letters and text samples to make this process easy for schools.*** | ✔ |
| Parent Enrollment Support<br>***We contact families directly to enroll their students. We have a dedicated team to support families with enrollment, onboarding and technical issues.*** | ✔ |
| Ongoing Outreach<br>***We contact parents to share good news and to follow up on any student absences.*** | ✔ |
| Bilingual Support<br>***Our staff is bilingual in English/Spanish.*** | ✔ |
| Motivating Parent Workshop to Support Student Success<br>***We offer parent workshops, and districts may choose from a selection of topics.*** | ✔ |
| Data Analysis & Progress Monitoring | |
| Targeted Instruction Based on Continuous Assessment<br>***We love data and use it to guide our sessions with students.*** | ✔ |
| 24/7 Data and Reporting Access<br>***We also provide PDF versions upon request for ease of sharing with your staff.*** | ✔ |
| Data Analysis Report for Each School Site<br>***We send you a full report on student outcomes at the conclusion of the programs.*** | ✔ |
| School Staff Integration<br>***We will host meetings with school staff to coordinate services, and review program functioning and progress monitoring systems as is necessary.*** | ✔ |
| Student Enrollment | |
| Seat-Based Enrollment<br>***Students can be replaced to ensure full enrollment and use of student hours.*** | ✔ |
| Student Success | |
| Daily Recognition for Positive Behaviors<br>***We are relentless about acknowledging positive behavior!*** | ✔ |
| Socio-emotional Student Support<br>***We check-in daily about process of learning goals!*** | ✔ |
| Widespread Student Recognition<br>***Awards Ceremonies & Exhibitions*** | ✔ |

We welcome the opportunity to serve ARUSD!

# INSTRUCTIONAL OVERVIEW

TUTOR**WORKS** programs focus on foundational math and literacy skills, as well as test preparation for the CAASPP. Our intervention programs focus on robust student learning in an engaging and fun environment that motivates students and helps them become more confident with academic knowledge and their test taking skills.

Using a variety of interactive and differentiated pedagogical approaches, TUTOR**WORKS** teaches and reinforces foundational skills and standards from the California Common Core Standards. Our programs are customized to the needs of the school and may include the following areas of focus: foundational literacy and math skills (including phonemic awareness, phonics, fluency, vocabulary, comprehension, fluency in computation and knowledge of math facts); CCCS Standards Mastery & SBAC Prep (including individualized support needed to fill knowledge gaps and master important test-taking skills and techniques for both the SBAC and CAHSEE assessments.); Classwork / Homework Support (individualized instruction based on classroom assignments); or Advanced Math & Science Support (including Pre-Algebra, Algebra I, Algebra II, Geometry, Pre-Calculus, Calculus, Trigonometry, Earth Science, Marine Science, Biology, Chemistry, and Physics).

TUTOR**WORKS** currently delivers all services remotely using live, synchronous classes with licensed teachers and trained TUTOR**WORKS** staff, and also offers hybrid services for seamless integration with onsite services.

# CLASSES

Our instructional approach in action is evident in the three TUTOR**WORKS** classes we will provide to ARUSD. All of our classes can be customized to meet the specific needs of individual schools. Two essential elements anchor all of our services: the hero's journey thematic framework through the power of personal narrative; and parent engagement to promote learning based on the well-established link between parental involvement and students' academic success.

# TUTORWORKS MASTERY

The TUTOR**WORKS MASTERY TUTORIAL** classes are based on the belief that every student can better understand concepts and learn how to master academic skills. TUTOR**WORKS MASTERY TUTORIAL** is one of our signature programs and has contributed to the academic success of over 25,000 students utilizing a Mastery Learning instructional strategy which embraces students' individual learning styles.

TUTOR**WORKS** believes in utilizing a blended learning approach which combines personalized instruction from highly qualified instructors and the use of a variety of educational and digital tools. This blended approach accelerates learning and produces tangible results. In the new world of hybrid learning our 20 years' experience leveraging digital tools has made our remote learning programs engaging and impactful.

SCOPE OF WORK-ARUSD

TUTOR**WORKS** programs determine student progress using a variety of both formative and summative assessments that are built into the program. As our programs focus on mastery, we examine the number of goals mastered as well as summative tests that mirror high stakes tests (such as the SBAC, CAHSEE, etc.) to determine student progress. Students in our programs have consistently made statistically significant gains and progress on these continuous and final summative assessments.

Mastery Learning is an instructional strategy, formally proposed by Benjamin S. Bloom, which maintains that students must achieve a level of mastery before moving forward to another subject area. If students do not achieve mastery, they are given additional support in learning the information, until mastery has been accomplished. **TUTORWORKS** programs follow the methods of Mastery Learning.

We begin an individual's personalized program by assessing current learning levels and identifying strengths and weaknesses. We utilize assessment results to design and customize learning modules which identify specific achievement goals and skills that must be mastered in the way that the individual learns most effectively. Each learning module is catered to individual needs and can be adjusted as the goals are mastered.

TUTORWORKS MASTERY Class Structure

Each TUTOR**WORKS MASTERY** class includes 1 – 3 learning modules and utilizes a blended learning approach which combines the use of educational software and personalized instruction from certified instructors to create very engaging and highly effective learning experiences for every student. TUTOR**WORKS MASTERY** is a program that can be customized to meet students' specific needs. Our **MASTERY** classes can focus on building foundational literacy and math skills, developing higher-order critical thinking skills, test preparation or support in advance subjects. **MASTERY** classes utilize a small-group instructional model and integrate both TUTOR**WORKS** certified staff and technology-based supports as part of the instructional program. **MASTERY** classes are customized to the needs of the school or district and may include the following areas of focus:

*Areas of Focus*

**Foundational Reading Skills:** Using the "See It, Hear It, Say It" instructional strategy, students use Explode The Code Online to improve foundational literacy skills including phonemic awareness, phonics, fluency, vocabulary, and comprehension. Our data-driven phonics instruction program features individualized instruction and reinforcement-based continuous assessment. ($1^{st}$ – $8^{th}$ grades)

**Foundational Mathematical Skills:** Using strategies such as "practice with modeling," "incremental rehearsal," and fun math drills, students use the XtraMath program to promote fluency in computation and knowledge of math facts. XtraMath uses adaptive timed activities to encourage students to answer the questions as quickly as possible combined with spaced repetition to efficiently develop recall. Instruction focuses on basic math skills which are carefully sequenced to follow a logical order of concepts including number sense and operations, spatial relationships and shapes, comparing and measuring, and pattern knowledge. ($1^{st}$ – $8^{th}$ grades)

**California Common Core State Standards Mastery:** Students receive small-group instruction on areas of need identified through our assessments or school choice. Students are then gradually released to complete lessons utilizing our computer-adaptive curriculum, *Study Island* or another curriculum chosen in consultation with the school. This component supports students in navigating and mastering technology enhanced items on the Smarter Balanced Assessments and CAASPP Systems by providing valuable experience in computer-adaptive tests and performance tasks. This focus also

provides students the individualized support needed to fill knowledge gaps and master important test-taking skills and techniques for both the SBAC and CAHSEE assessments. (3rd – 12th grades)

**Classwork / Homework Support:** Instruction is combined with independent learning to ensure that students not only understand classwork or homework concepts, but also learn how to apply those skills to achieve a deeper level of learning. (3rd – 8th grades)

**Advanced Math & Science:** Instruction is small group and one-on-one. All instruction is individualized. Our highly qualified and certified tutors are trained to provide different styles of teaching to best match the variety of learning styles in each student. Math courses include Pre-Algebra, Algebra I, Algebra II, Geometry, Pre-Calculus, Calculus, and Trigonometry. Science courses include Earth Science, Marine Science, Biology, Chemistry, and Physics. (7th – 8th grades)

SCHOOL MASTERY

TUTOR**WORKS** School **MASTERY** provides individualized instruction in one-on-one, small or large groups to support CCCS Standards mastery during classroom instruction. In School **MASTERY**, our academic tutors provide assistance in all of the above areas of focus to all grade levels as directed by the classroom teacher or school staff. In 2020-21, TUTOR**WORKS** began providing this push-in academic support to support English learners in the classroom. This model worked especially well in the remote environment where our instructors could listen to the class instruction alongside the students, then work with the students in breakout rooms to provide additional assistance or work with students after class to help complete the homework assignments. If requested, TUTOR**WORKS** can provide the remote School **MASTERY** program in ARUSD.

A sample daily session schedule is shown below:

| SAMPLE SCHEDULE | |
|---|---|
| **TIME** | **ACTIVITY** |
| 5 minutes | Welcome and Check-In |
| 25 minutes | CCCSS Mastery ELA |
| 30 minutes | Phonics-based Literacy |
| 25 minutes | CCCSS Mastery Math |
| 5 minutes | Review of Academic Progress and Reflection |
| **130 minutes (1.5 hours)** | **TOTAL SESSION INSTRUCTIONAL TIME** |

# TUTORWORKS CODE WRITE DRAW INTERVENTION

TUTOR**WORKS CODE WRITE DRAW** provides transformational learning experiences for students in 4th-8th grades by building tangible STEAM (Science, Technology, Engineering, Arts and Math) skills in a motivational learning environment. In these classes, students code a video game, write a novella based on the *Hero's Journey*, and learn how to draw. TUTOR**WORKS CODE WRITE DRAW INTERVENTION** combines the highly engaging **CODE WRITE DRAW** program with extra class time focused on the computational thinking skills that anchor the coding class and the mechanics of the writing process (including sentence and paragraph structure, editing, and grammar).

## RESEARCH BASIS

TUTOR**WORKS CODE WRITE DRAW** is grounded in our theory of change that motivation of students and parents is critical to student success. The **CODE WRITE DRAW** model is based on:

- The demonstrated ability of out-of-school activities (especially related to STEM) to motivate and empower families around student learning,
- The evidence-based use of narratives to connect participants to a learning experience and promote a growth mindset,

### *The Value of STEM and Out-of-School-Time Learning*

Technological advances have made it essential for all students to be exposed to and develop proficiency in STEM disciplines. However, wealthier parents are able to spend almost seven times more on out-of-school-time enrichment for their children than disadvantaged families, creating an opportunity gap (McCombs, Whitaker & Yoo, 2017; Duncan & Murnane, 2011). Supplemental programs can offer underserved youth access to new and enriching experiences that could yield lasting developmental benefits. Increasingly, funders, policy makers, and practitioners recognize the vital role families play in raising youth awareness of and participation in STEM programs (see Kekelis & Sammet, 2018). Yet STEM can be intimidating for parents (especially those with less formal education) who may not feel confident in their knowledge to support their child in STEM-related activities (Kekelis & Ottinger, 2018). As STEM complexity has increased, the challenges of explaining the utility and importance of STEM mastery to parents have increased as well. Research shows that families can strengthen their children's STEM learning by developing a STEM-rich home environment; creating a mindset that promotes strong STEM identities; and participating in activities across a variety of settings (Caspe, 2018). The TUTOR**WORKS** parent workshops and exhibition empowers parents with accessible and engaging STEM resources and concrete strategies to encourage their children's STEM learning both in school and at home.

### *The Power of the Personal Narrative*

In our two decades of working with students and their parents to support learning outcomes, we have observed the effectiveness of using personal narratives as an instructional framework. A well-constructed narrative contains essential elements to support learning by (Szurmak & Thuna, 2013): making something abstract more concrete/immediate; contextualizing information with a framework to place the new knowledge into (and thus improve retention and understanding); and allowing participants to have more immediate emotional experiences they can relate to (and therefore remember).

## TUTORWORKS CODE WRITE DRAW – A PIONEERING APPROACH

Staffed by credentialed teachers, teacher candidates, and para-professional staff, the classes promote foundational literacy or math skill mastery and STEAM skills through coding, creative writing, and the arts.

These cohort-based learning classes has been a favorite during modified school settings with **greater than 90% attendance** across all programs.

Each participant receives at least 36 hours of STEAM-related instruction during the session. The classes use a *Hero's Journey* thematic framework and includes exposure to local industry professionals who share their own STEAM journeys. The hero's journey is a research-based concept (Campbell, 1949, 1988) that describes a series of stages that the hero archetype goes through that are visible in the mythologies from multiple cultures (see https://tinyurl.com/yxh59r9e for a description). The program culminates with an exhibition where students present their completed work to industry expert judges and families. Our innovative approach focuses both on the foundational aspects of STEAM – the

challenging experience of skill-building through deliberate practice – and on the motivational aspects of STEAM through video game design and personal narrative work, using tools that students can continue to use after the program ends. Our integrated and adaptable program is designed to captivate the interest of students with diverse backgrounds and different levels of academic preparation.

**CODE WRITE DRAW Class Structure**

**CODE WRITE DRAW** classes include 3 project-based-learning modules: coding, writing, and art and 1 optional module: electives. The novella and game projects are designed to be personally meaningful and fun. While students are engaging in intense learning activities, their experience is that they are "having fun". Throughout, instructors stress the connection between academic skills and real-world applications. The "Hero's Journey" provides an exemplar of the growth mindset. The program culminates with an exhibition where students present their work to industry expert judges and families. The hands-on classes consist of large group instruction by expert teachers and studio time led by assistant teachers to further differentiate the curriculum based on student needs. Students participate in the program in cohorts of 8 students to foster community and build strong connections between staff and students. Cohorts can be based on grade level, skill level or English proficiency level. Programs can be scheduled to take place during school, afterschool, Saturdays and during intercessions. The minimum program length for **CODE WRITE DRAW** is 36 hours. This program can be customized to meet the needs of the school or district (e.g., number and choice of modules, length of program, etc.). A sample program schedule is shown below:

| SAMPLE SCHEDULE | |
|---|---|
| **TIME** | **ACTIVITY** |
| 5 minutes | Welcome and Check-In |
| 50 minutes | Writing Module / Art Module / Coding Module (25 minutes instruction from expert teacher and 25 minutes studio time in cohorts of 8) |
| 5 minutes | Break |
| 50 minutes | Writing Module / Art Module / Coding Module (25 minutes instruction from expert teacher and 25 minutes studio time in cohorts of 8) |
| 10 minutes | Review of Academic Progress and Reflection |
| **150 minutes (2 hours)** | **TOTAL SESSION INSTRUCTIONAL TIME** |

# TUTORWORKS FOUNDATIONS

The TUTOR**WORKS FOUNDATIONS** classes are for kindergartners and students in grades one through five. TUTOR**WORKS FOUNDATIONS** classes combine foundational skill building with small group instruction in foundational reading and math. A cohort-based learning model which combines dynamic expert instructors for the learning modules with a team of academic coaches who are responsible for student engagement and success. The **FOUNDATIONS** program also includes small group instructors who work with students in small groups or one-on-one to focus on areas of need identified by the curricula. A unique feature of the **FOUNDATIONS** program is the TUTOR**WORKS** emcee who leads the module transitions with stretches, jokes (fun puns), activities and songs.

The **FOUNDATIONS** instructional program is focused on teaching phonics-based literacy, foundational math concepts, and basic computational math using our adaptive learning and kinesthetic pedagogical approaches. The program provides interactive, *teacher led* digital literacy and mathematics activities and

art instruction with live teachers using our adaptive curricula including *Explode The Code Online* and *XtraMath*. The pairing of reading and math with art provides mental stimulation for both sides of students' brains and pairs a learning activity that children are more likely to regard as fun (art) with one they may have less enthusiasm for (reading and math).

The **FOUNDATIONS** classes include two adaptive learning modules (foundational literacy and foundational math) and one kinesthetic module (academic language through art or sign language). The centerpiece of instruction in the adaptive learning modules is the computer-aided curricula with its sophisticated branching and data analysis features that differentiate the curriculum for each student. The kinesthetic modules reinforce the foundational skills and engage students. In additional, all students receive 30 minutes of individualized small group instruction during each session. Small group instructors are trained teachers who engage students in interactive and personalized foundational literacy activities focusing on phonemic awareness, fluency, phonics, vocabulary, and comprehension.

**RESPONSIVE INDIVIDUALIZED ATTENTION**

A critical feature of the **READ DRAW FUN** program is the combination of dynamic expert instructors for the learning modules with a team of academic coaches behind the scenes who provide responsive positive praise and communication with each of the students in the class. It's safe and personalized both through chat, student input and recognition during the livestream.

Highlights of the classes include:

- Energetic staff leading interactive activities and songs, stretching, jokes and fun puns
- Progress reports for students, parents and teachers
- Full compliance data collected automatically including attendance and achievement indicators
- Weekly raffle and prizes
- Students can submit artwork via email or computer for review by instructors
- Art class requires only a pencil and paper

| SAMPLE SCHEDULE | |
|---|---|
| **TIME** | **ACTIVITY** |
| 5 minutes | Welcome and Check-In |
| 30 minutes | Directed Instruction in ELA or Math |
| 5 minutes | Group Language and Numeracy Activities |
| 25 minutes | Phonics-based Literacy Instruction |
| **60 minutes (1 hour)** | **TOTAL SESSION INSTRUCTIONAL TIME** |

# CURRICULA & MATERIALS

To keep students engaged and focused in the learning environment, TUTOR**WORKS** uses research-based curricula and a combination of pedagogical approaches: adaptive learning modules (individualized instruction), kinesthetic and project-based modules.

**Adaptive Learning Modules**

TUTOR**WORKS** adaptive learning modules feature differentiated, computer-based literacy and math software that targets and fills gaps in students' foundational math and literacy skills. In these modules the teacher introduces the day's activities, then the students work independently. Academic coaches provide support and encouragement through chat while the teacher monitors student work and recognizes students' daily progress.

The centerpiece of our adaptive learning module for reading is the computer-aided, research based literacy program, *Explode the Code Online*, with sophisticated branching and data analysis features that differentiates the literacy intervention curriculum for each student. *Explode The Code Online,* built and owned by TUTOR**WORKS**, is an award-winning foundational reading program that utilizes an Orton-Gillingham approach. This multi-sensory, mastery-based program provides explicit and direct instruction of phonics in an easy to use format. *Explode The Code* fosters successful reading skills focusing on phonemic awareness, fluency, phonics, vocabulary, and comprehension, and is aligned to the California CCSS. The program supports students in navigating and mastering technology enhanced items on the Smarter Balanced test and provides valuable experience in adaptive computer-based assessment environments. *Explode The Code Online* includes over 95 specific phonics and word analysis skills spanning the following California CCSS:

| | Grade | | | | |
|---|---|---|---|---|---|
| **California CCSS Standard Category** | **K** | **1** | **2** | **3** | **4** |
| Word Analysis, Fluency, and Systematic Vocabulary Development | | | | | |
| Concepts About Print | ✔ | ✔ | | | |
| Phonemic Awareness | ✔ | ✔ | | | |
| Decoding and Word Recognition | ✔ | ✔ | ✔ | ✔ | |
| Vocabulary and Concept Development | ✔ | ✔ | ✔ | ✔ | ✔ |
| Writing Strategies | | | | | |
| Organization and Focus | ✔ | ✔ | | | |
| Written and Oral English Language Conventions | | | | | |
| Spelling | ✔ | ✔ | ✔ | ✔ | ✔ |
| Listening and Speaking Strategies | | | | | |
| Comprehension | ✔ | | | | |
| Word Analysis, Fluency, and Systematic Vocabulary Development | | | | | |
| Word Recognition | | | | | ✔ |

Our adaptive learning module for foundational math practice is *XtraMath*. Students use this program to develop automaticity in addition, subtraction, multiplication and division, and build confidence in mathematics. *XtraMath* is an online program used to help students build their foundational math skills. It focuses on building automaticity with math facts, starting with addition and working up to division.

The idea is that if a student can immediately recognize the math facts, they then have cognitive resources available to do more complicated analysis. *XtraMath* includes the following California CCSS:

| | Grade | | | | | | |
|---|---|---|---|---|---|---|---|
| **California CCSS Standard Category** | **K** | **1** | **2** | **3** | **4** | **5** | **6** |
| Number and Operations in Base Ten | | | | | | | |
| Beginning Addition | ✔ | | | | | | |
| Beginning Subtraction | ✔ | ✔ | | | | | |
| Addition | | | ✔ | ✔ | ✔ | | |
| Subtraction | | | ✔ | ✔ | ✔ | | |
| Multiplication | | | | | ✔ | | |
| Division | | | | | ✔ | | |
| Expanded Addition | | | | | | ✔ | ✔ |
| Expanded Subtraction | | | | | | ✔ | ✔ |
| Expanded Multiplication | | | | | | ✔ | ✔ |
| Expanded Division | | | | | | ✔ | ✔ |

Our adaptive learning module for test preparation features *Study Island*, explicitly designed to help students master the content specified in the Common Core standards. *Study Island* provides rigorous content for Math and English Language Arts & Literacy, and provides PARCC- and SBAC-aligned item types. Study Island includes a supplemental criterion-based formative computer-based assessment program for the California content standards that is valid, reliable and aligned to the California Common Core Standards. The test bank consists of thousands of questions and item types (selected response, constructed response, table, fill-in, graphing, etc.) that are aligned with each of the California Content Standards and Common Core Standards. *Study Island* supports the learning process with engaging, interactive lessons and activities to promote higher-order thinking and inquiry. For the complete list of standards and objectives, please see Appendix A.

Together these curricula cover comprehensively K-12 grade California CCSS skills. Students receive instruction on a selection of these skills based on our pre-assessment results and the goals of each program. Each of these curricula has built in formative assessment. This provides a much more robust way to monitor student progress than the traditional pre-test, mid-program test and post-test model. Our continuous assessment is invisible to students but informs instructional staff so they can adapt in real time. It also allows students, parents and school staff to receive on demand updates on student progress, rather than waiting for the mid-point or end of the program.

**Kinesthetic Mastery Modules**

TUTOR**WORKS** kinesthetic mastery modules offer students an interactive way to learn and practice foundational skills in math, literacy and writing. In the kinesthetic modules, students are guided to apply and practice concepts in meaningful and fun activities and to practice and build automaticity and discursive fluency in foundational math and literacy skills. Using a mix of whole class, small group, and one-on-on guided practice, students engage in essential practice in math, literacy and writing.

During whole class guided practice, teachers reinforce target academic vocabulary and subject-specific language genres, using a kinesthetic approach. Our kinesthetic modules are designed for maximum engagement and may look more like games than academic activities, but each activity is grounded in academic content and objectives.

Kinesthetic modules include:

- Whole class, small group and one-on-one guided writing instruction to develop writing fluency, work on basic sentence structure and build confidence in writing.
- Whole class guided drawing activities to reinforce and practice math concepts such as distance, ratio, and proportion, and reasoning with shapes and their attributes.
- Whole class guided math activities to reinforce foundational math.
- Small group and one-on-one guided literacy instruction to develop reading fluency and work on basic phonic pronunciation and sentence-level constructs.

**Project Based Learning (PBL) Modules**

In contrast to the adaptive learning and kinesthetic mastery modules that focus primarily on foundational math and literacy skills, TUTOR**WORKS** project based learning (PBL) modules focus on writing and computational thinking, and are more appropriate for upper elementary and middle school students.

TUTOR**WORKS** project based learning modules feature a multi-week project that students complete under the guidance of an expert instructor. PBL modules include a mix of teacher-led direct instruction, guided practice on project components, and *studio time,* which is small group, supervised work time.

Project based modules include:

*Coding*

In the coding module, students learn the basics of computational thinking in order to design and build a multi-level video game. Students use *ReadyMaker*, an open-ended software creator designed for grades four to eight, that introduces computational thinking, and follows the Common Core State Standards as well as the Computer Science Teacher Association Standards. Because of its graphical user interface, *ReadyMaker* is accessible to students who are bilingual learners or have emerging literacy skills. Computational thinking and coding skills are important educational assets for students in high school and beyond, and coding with game design is an engaging learning activity for both boys and girls.

*Writing*

In the writing module, students learn the basics of story creation and write a short story based on the archetype of the *Hero's Journey*. This PBL module integrates culturally sustaining pedagogy to foreground students as agents of change in their world and give them structured ways to reflect on and reimagine their past, present or future. The writing module also draws on students' own experiential and educational resources: because students write an original short story, they guide the creative process with the support of our teachers, who provide instruction in language and narrative structure. At the end of the module, students have created a round character with a hero's journey character arc, have completed a storyboard and have written and edited several drafts of a hero's journey narrative. Students' final narrative is published as a novella.

*Art*

In the art module, students learn the foundations of drawing and produce at least three illustrations for their hero's journey novella. Our art instruction is not only designed to teach students basic skills in drawing but it is also designed to demonstrate the connection between art and mathematics. Art is fundamentally about seeing and visually mapping the world onto paper using lines, and so is geometry. Each Art lesson introduces academic language and makes a direct connection between a mathematics concept and a drawing skill (e.g., shapes, ratios, proportion, perspective, etc.) At the end of the art module, students have created three complete illustrations, including multiple thumbnails, sketches and drafts of each illustration.

8.06

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: **June 26, 2024**

**Subject:** Lozano Smith LLP

**Staff Analysis:** Lozano Smith LLP provides small legal consultation and professional development via phone, email and webinars regarding various school topics such expulsion, section 504, bullying concerns and Title IX.

**Recommendation:** Staff recommends to the Board of Trustees to approve the contract with Lozano Smith for the 24/25 school year in the amount of $150,000.00

Submitted by: Jesus Araujo Title: Interim Director, Student Services

Approved by: Sandra Garcia Title: Asst. Superintendent, Instructional Services

To the Board of Trustees: Meeting: **July 18, 2024**
Regular Board Meeting

**Recommend Approval**

8.06
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 FOR SERVICES

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

FROM: Jesus Araujo (School/Dept.) VENDOR NO. 21317

Submitted by: _____

☑ **Independent Contract** ☐ **MOU**

☐ Master Contract

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

Name of Individual/Company: Lozano Smith Attorneys At Law.

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

Phone: (559) 431 5600 Email Address: emartinez@lozanosmith.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 18, 2024, and will diligently perform as required and complete performance by June 30, 2025, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

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

Lozano Smith LLC provides remote legal consultation and professional development via phone, email, webinars and in person including travel fees regarding varios school topics such as expulsion, section 504, bullying and title IX.

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:** $150,000.00 (describe rate agreement) $185.00-450.00 per hour

5. **BUDGET CODE:**

| FD | RESC | PY | OBJECT | SUB-OBJ | GOAL | FCTN | COST-CNTR | LOC | PROG | $AMOUNT | BUS. OFC Initials |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 010 | 0000 | 0 | 5810 | 00 | 0000 | 3130 | 000000 | 340 | 3220 | $150,000.00 | 7/8/24 |
| | | | | | | | | | | | |
| | | | | | | | | | | | |

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: 3a2ee528810ef65e05629ba00a259d4355c2a1f4

LS Lozano Smith
ATTORNEYS AT LAW

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is effective July 18, 2024, between the ALUM ROCK UNION SCHOOL DISTRICT ("Client") and the law firm of LOZANO SMITH, LLP ("Attorney") (each a "Party" and collectively the "Parties"). Attorney shall provide legal services as requested by Client on the following terms and conditions:

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

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

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

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

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

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

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

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

8. TERMINATION.

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

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

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

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

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

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

11. DISPUTE RESOLUTION.

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

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

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

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

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

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

13. SEVERABILITY. Should any provision of this Agreement be held by a court of competent jurisdiction to be invalid, void or unenforceable, but the remainder of the Agreement can be enforced without failure of material consideration to any Party, then this Agreement shall not be affected and it shall remain in full force and effect, unless amended or modified by mutual consent of the Parties; provided, however, that if the invalidity or unenforceability of any provision of this Agreement results in a material failure of consideration, then, to the extent allowed by law, the Party adversely affected thereby shall have the right in its sole discretion to terminate this Agreement upon providing written notice of such termination to the other Party.

14. NON-WAIVER. None of the provisions of this Agreement shall be considered waived by either Party unless such waiver is specified in writing.

LS Lozano Smith
ATTORNEYS AT LAW

PROFESSIONAL RATE SCHEDULE
FOR ALUM ROCK UNION SCHOOL DISTRICT

1. HOURLY PROFESSIONAL RATES

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

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

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

2. BILLING PRACTICE

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

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

3. COSTS AND EXPENSES

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

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

---

[1] Sale or Lease of Real Property Work:

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

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 28, 2024

**Subject:** **Acceptance of Donations**

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

**Recommendation:** Staff recommends approval for acceptance of these donations.

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

To the Board of Trustees:

**Recommend Approval**

9.01
Agenda Placement

Meeting: July 18, 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
July 18, 2024

## ACCEPTANCE OF DONATIONS

| DONOR NAME | DESCRIPTION OR PURPOSE | ESTIMATED VALUE | RECEIVING SCHOOL OR DEPARTMENT |
|---|---|---|---|
| Adelante PTA | Materials & Supplies | $ 4,434.41 | Adelante Academy |
| Adelante II Parents | Materials & Supplies | $ 1,040.00 | Adelante II Academy |
| Friends of Deer Hollow Farm | Materials & Supplies | $ 962.40 | Cureton Elementary |
| Verizon Innovative Learning Schools | Materials & Supplies | $ 190 VILS Electronic Devices | Hubbard Academy |
| Shutterfly, LLC | Materials & Supplies | $ 151.45 | Linda Vista Elementary |
| Linda Vista Parents | Materials & Supplies | $ 280.00 | Linda Vista Elementary |
| Linda Vista Parents | Materials & Supplies | $ 150.00 | Linda Vista Elementary |
| Linda Vista Parents | Materials & Supplies | $ 106.00 | Linda Vista Elementary |
| Linda Vista Parents | Materials & Supplies | $ 99.00 | Linda Vista Elementary |
| Montalvo Arts Center | Materials & Supplies | $ 1,035.00 | Lyndale Elementary |
| The Blackbaud Giving Fund | Materials & Supplies | $ 656.00 | Ocala STEAM Academy |
| The Blackbaud Giving Fund | Materials & Supplies | $ 60.00 | Ocala STEAM Academy |
| Mr. Harrison Nguyen & Ms. Quynh Bui | Materials & Supplies | $ 1,000.00 | Painter Elementary |
| Bay Area Women's Sports Initiative (BAWSI) | Materials & Supplies | $ 1,710.82 | Renaissance Academy |
| The Tech Museum of Innovation | Materials & Supplies | $ 50.00 | Ryan STEAM Academy |

# Adelante Dual Language Academy

*2999 Ridgemont Avenue, San Jose, CA 95127 Phone: (408) 928-1900 Principal: Victor A. Guendulain Assistant Principal: Sofia Sorensen*

June 24, 2024

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

Dear Board of Trustees:

Please accept these two donations from Adelante PTA, check number 01880 for $2316.34 and 01881 for $2118.07. The money provided from these donations is to be used to cover the cost of field trip buses. We greatly appreciate their support.

Donations account number: 060 9010 0 4300 00 1110 1000 000000 280 2129

$4,434.41

Sincerely,

Victor Güendulain
Principal of Adelante 1

# 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: June 13, 2024

Re: Parent Donations

Please accept the following cash donation from Adelate II parents in the amount of $1,040 to be deposited into Adelante II's donation accounts. The funds will be used for field trip transportation, technology and parent/student events.

Thank you in advance for your approval.

Sincerely

Christina Sarinana
Assistant Principal

# CURETON ELEMENTARY SCHOOL

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

May 29, 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:

| | | |
|---|---|---|
| Friends of Deer Hollow Farm | $962.40 | Check #1937 |

The monetary donation check in support for all our students. Thank you in advance for your approval.

Sincerely,

Mrs. Tereasa Smith
Principal

/sna

Attachment

# 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: Honorable Board Members

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

Date: June 3, 2024

Dear Board of Trustees,

Please accept the following donation from Verizon Innovative Learning Schools. 190 VILS devices at Hubbard Media Arts Academy in Alum Rock Elementary Union School District will officially be donated to your district on July 1, 2024, as per the terms outlined in this device transfer agreement.

By signing this agreement, your district agrees to the following terms of donation:

1. *Educational use of devices:* District agrees that donated devices will be used for educational purposes for at least two years after the conclusion of the grant period, so long as they are in working order. Devices can be redistributed to schools within the district, but should remain within the district for student use until July 1, 2026.

2. *Devices will not be sold:* District agrees that devices will never be sold to any other person, business, school district, or outside entity.

3. *Chargers, cases, and accessories:* Any chargers, cases, or accessories (ex. keyboards) received during the grant will be donated to the district as of July 1, 2024 and handled in the same manner as the devices, to be used for educational purposes and not to be sold.

4. *Verizon Innovative Learning branding:* The district can choose to continue to display the branding for the Verizon Innovative Learning schools project as an alumnus of the grant. Your cases and signage can remain in use so long as they are maintained and in a respectable state (i.e. any ripped or damaged signs, cases, etc. should be removed).

# 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 9, 2024

Please place the acceptance of the donations totaling $151.45 for Linda Vista on the consent calendar for the next board meeting.

The donations are comprised of the following:

$151.45 check donation from Shutterfly

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

Thank you,

Suzanne Cicala

5t

# 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 24, 2024

Please place the acceptance of the donations totaling $280.00 for Linda Vista on the consent calendar for the next board meeting.

The donations are comprised of the following:

$280.00 cash donations from Linda Vista's parents for field trips.

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

Thank you,

Suzanne Cicala

5t

# 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 10, 2024

Please place the acceptance of the donations totaling $150.00 for Linda Vista on the consent calendar for the next board meeting.

The donations are comprised of the following:

$150.00 cash donations from Linda Vista's parents to use towards 2nd grade field trips.

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

Thank you,

Suzanne Cicala

5t

# 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 16, 2024

Please place the acceptance of the donations totaling $106.00 for Linda Vista on the consent calendar for the next board meeting.

The donations are comprised of the following:

$106.00 cash donations from Linda Vista's parents to use towards field trips.

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

Thank you,

Suzanne Cicala

5t

# 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 10, 2024

Please place the acceptance of the donations totaling $99.00 for Linda Vista on the consent calendar for the next board meeting.

The donations are comprised of the following:

$99.00 cash donations from Linda Vista kindergarten parents to use towards field trips.

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

June 3, 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 | 1,035.00 | Field Trip Transportation |
| **Total Amount of Donations:** | **1,035.00** | |

Sincerely,

Kasturi Basu

Kasturi Basu, Principal

OCALA STEAM Academy

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

Principal - Manuel Villalpando
Vice Principal - Maria Thomas

06/04/2024

Dear members of the Board of Trustees:

The Blackbaud Giving Fund is donating a check for $656.00 to Ocala STEAM Academy.

This money should be deposited in the Donations Account of Ocala STEAM Academy.

Sincerely,

Manuel Villalpando
Principal
Ocala STEAM Academy

OCALA STEAM Academy

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

Principal - Manuel Villalpando
Vice Principal - Maria Thomas

06/11/2024

Dear members of the Board of Trustees:

The Blackbaud Giving Fund is donating a check for $60.00 to Ocala STEAM Academy.

This money should be deposited in the Donations Account of Ocala STEAM Academy.

Sincerely,

Manuel Villalpando
Principal
Ocala STEAM Academy

# PAINTER ELEMENTARY SCHOOL

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

June 5, 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 in the amount of $1000 from Harrison Nguyen and Quynh Bui. The money will be used towards funding the arts department and the Challenge Island program (account code- 060-9010-0-4300-00-1110-1000-000000-160-2110).

Thank you in advance for your approval.

Sincerely,

Mr. Joseph Manluco
Principal

# Renaissance Academy
## of Arts, Sciences, and Social Justice

*1720 Hopkins Drive, San José, CA 95122* *Teléfono: (408) 928-1950* *Fax: (408) 928-1951*

June 28, 2024

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

Dear Board of Trustees:

Please accept the following donation for Board approval:

| Company/Sponsor(s) Name | Amount | To be used to pay for: |
|---|---|---|
| Bay Area Women's Sports Initiative (BAWSI) | $1441.78 | materials, supplies, field trip transportation and admission, and student activities |
| Bay Area Women's Sports Initiative (BAWSI) | $269.04 | materials, supplies, field trip transportation and admission, and student activities |

Total Amount of Donations: $1,710.82
Please credit account: 060-9010-0-4300-00-1110-2700-000000-290-2110

We thank BAWSI for supporting our students with the tools to ensure a successful educational experience at Renaissance Academy.

Sincerely,

Douglas Kleinhenz

Doug Kleinhenz, Principal
Primavera Hernandez, Assistant Principal

# Ryan STEAM Academy

*1241 McGinness Ave., San José, CA 95127* *Phone: (408) 928-8650* *Fax: (408) 928-8651*

Date: June 07, 2024

To: Imee Almazon Ph.D, Interim Superintendent

Honorable Board Members

Alum Rock Union Elementary School District

Fr: Clarissa Johnston-Abril, Principal

Ryan STEAM Academy

Re: Donation

---

Please accept the donation from The Tech Museum of Innovation. The Donation is given to help with payment for our entry fee for our 2nd grade field trip to the Tech Museum of Innovation, in the total amount of $50.00. On behalf of everyone at Ryan STEAM Academy, we extend our sincere gratitude.

Please accept this donation, as submitted.

Thank you in advance for your approval.

Clarissa Johnston-Abril
Principal

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 28, 2024

**Subject:** **Approval of Fundraising Activities**

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

**Recommendation:** Staff recommends approval of these fundraising event requests.

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

To the Board of Trustees:

**Recommend Approval**

9.02

Agenda Placement

Meeting: July 18, 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
July 18, 2024

## APPROVAL OF FUNDRAISING ACTIVITY

| SCHOOL | FUNDRAISING ACTIVITY | ACTIVITY SPONSOR | DATE |
|---|---|---|---|
| Hubbard Elementary | Graduation Gowns' Sales | ASB | 05/28/24-06/05/24 |
| Hubbard Elementary | Yearbook Sales | ASB | 05/28/24-06/07/24 |

# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

## FUNDRAISING EVENT APPROVAL FORM

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

School Name: Hubbard Date: 6/10/2024

Description of Event: Type Graduation Vendor Alber Salcido

Purpose for Event: Provide with Gowns to students graduating

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

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

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

Proposed Date(s) of Event: 5/28/24-6/5/24 Time of Event: 8:15-4:30pm

Contact Person: Dr Sandra Sarmiento

Location of Proposed Activity: Office

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

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

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

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

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

ASB Advisor: _____ (Signature) 6/10/24 (Date)

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

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

Principal Approval: _____ (Signature) 6/10/24 (Date)

Reviewed by Business Services: _____ Date: 6/12/2024

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

  CNS _____ Date: _____

  Approved _____ Denied _____

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

  Director, MOT: _____ Date: _____

  Operations Mgr.: _____ Date: _____

  Approved _____ Denied _____

# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

## FUNDRAISING EVENT APPROVAL FORM

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

School Name: Hubbard Date: 6/10/2024

Description of Event: Type Year books Vendor Entorauge Imaging

Purpose for Event: Provide with the yearbook to students.

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

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

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

Proposed Date(s) of Event: 5/28/24-6/7/24 Time of Event: 2:30-4:30pm

Contact Person: Dr Sandra Sarmiento

Location of Proposed Activity: Office

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

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

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

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

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

ASB Advisor: _____ (Signature) 6/10/24 (Date)

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

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

Principal Approval: _____ (Signature) 6/10/24 (Date)

Reviewed by Business Services: _____ Date: 6/17/2024

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

  CNS _____ Date: _____

  Approved _____ Denied _____

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

  Director, MOT: _____ Date: _____

  Operations Mgr.: _____ Date: _____

  Approved _____ Denied _____

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 TRUSTEES**

To the Board of Trustees: July 3, 2024

**Subject:** **Vendor & Payroll Warrants**

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

| | | |
|---|---|---|
| Total of vendor warrants | $ | 7,918,241.85 |
| Total of payroll warrants | $ | 5,465,637.07 |
| **Total** | **$** | **13,383,878.92** |

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

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

To the Board of Trustees: Meeting: July 18, 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: _____

# June 2024

| Fund | VENDOR WARRANTS | AMOUNT |
|---|---|---|
| 010,050,060,080 | General Fund (Incl Payroll A/P) | $3,669,611.11 |
| 120 | Child Development Fund | $256,177.26 |
| 130 | Cafeteria Fund | $359,275.66 |
| 140 | Deferred Maintenance Fund | $4,772.69 |
| 210 | Building Fund | $1,062,355.59 |
| 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 | $2,530,924.45 |
| | **Subtotal** | **$7,883,116.76** |
| 088 | Student Body Fund | $35,125.09 |
| | **Total Vendor Warrants** | **$7,918,241.85** |

| | PAYROLL WARRANTS | |
|---|---|---|
| | 10th of the month | $3,689,188.33 |
| | EOM Payroll | $1,776,448.74 |
| | AREA EOM | $0.00 |
| | Manual Checks | $0.00 |
| | Void Checks | $0.00 |
| | **Total Payroll Warrants** | **$5,465,637.07** |
| | **Grand Total All Warrants** | **$13,383,878.92** |

| | From | | To |
|---|---|---|---|
| AP Warrants used # | 4024124 | - | 4024625 |
| Payroll Direct Deposit Pay Stub used # | 4773614 | - | 4775184 |
| Payroll Checks used # | 4406856 | - | 4406983 |

**AP Check Register - Pivot Table Summary by Vendor**
**June 2024**

| Vendor Name | Date | Warrant # | Fund | Sum of Amount |
|---|---|---|---|---|
| 4IMPRINT INC. | 6/14/2024 | 4024214 | 010 | $ 392.12 |
| | | 4024320 | 010 | $ 16,274.65 |
| | 6/27/2024 | 4024500 | 010 | $ 1,409.44 |
| **4IMPRINT INC. Total** | | | | **$ 18,076.21** |
| ACE CHARTER SCHOOLS | 6/7/2024 | 4024173 | 010 | $ 32,703.00 |
| **ACE CHARTER SCHOOLS Total** | | | | **$ 32,703.00** |
| ACHIEVE KIDS | 6/14/2024 | 4024237 | 080 | $ 10,092.50 |
| **ACHIEVE KIDS Total** | | | | **$ 10,092.50** |
| ACSA ACCOUNTS RECEIVABLE | 6/27/2024 | 4024522 | 010 | $ 45,000.00 |
| **ACSA ACCOUNTS RECEIVABLE Total** | | | | **$ 45,000.00** |
| ACTION ROAD SOLUTIONS LLC | 6/7/2024 | 4024130 | 010 | $ 646.25 |
| | 6/14/2024 | 4024216 | 010 | $ 429.00 |
| **ACTION ROAD SOLUTIONS LLC Total** | | | | **$ 1,075.25** |
| ADRIANE MARIE VANE | 6/27/2024 | 4024501 | 060 | $ 237.09 |
| **ADRIANE MARIE VANE Total** | | | | **$ 237.09** |
| ADVANCED INSPECTIONS INC | 6/7/2024 | 4024131 | 210 | $ 12,250.00 |
| | 6/18/2024 | 4024371 | 210 | $ 7,250.00 |
| | 6/17/2024 | 4024346 | 210 | $ 4,000.00 |
| **ADVANCED INSPECTIONS INC Total** | | | | **$ 23,500.00** |
| AIR FILTER/CONTROL | 6/21/2024 | 4024470 | 060 | $ 880.11 |
| **AIR FILTER/CONTROL Total** | | | | **$ 880.11** |
| ALBAELENA MARIA DIAZ TAMAYO | 6/14/2024 | 4024238 | 130 | $ 128.83 |
| **ALBAELENA MARIA DIAZ TAMAYO Total** | | | | **$ 128.83** |
| ALBERT I. SALCIDO | 6/17/2024 | 4024347 | 088 | $ 3,117.07 |
| | 6/14/2024 | 4024265 | 060 | $ 5,048.45 |
| | | | 088 | $ 1,466.34 |
| | | 4024298 | 088 | $ 3,367.34 |
| **ALBERT I. SALCIDO Total** | | | | **$ 12,999.20** |
| ALFREDO CASTANEDA | 6/14/2024 | 4024321 | 060 | $ 4,000.00 |
| | | 4024337 | 060 | $ 3,000.00 |
| | 6/27/2024 | 4024523 | 060 | $ 4,000.00 |
| **ALFREDO CASTANEDA Total** | | | | **$ 11,000.00** |
| ALIA | 6/14/2024 | 4024266 | 060 | $ 17,136.36 |
| **ALIA Total** | | | | **$ 17,136.36** |
| ALICIA G. PASCUA & | 6/27/2024 | 4024502 | 010 | $ 221.70 |
| **ALICIA G. PASCUA & Total** | | | | **$ 221.70** |
| ALLIED REFRIGERATION INC. | 6/14/2024 | 4024299 | 050 | $ (1,630.22) |
| | | | 140 | $ 1,914.06 |
| **ALLIED REFRIGERATION INC. Total** | | | | **$ 283.84** |
| ALLISON ROSE ANDERSON | 6/14/2024 | 4024239 | 080 | $ 216.35 |
| **ALLISON ROSE ANDERSON Total** | | | | **$ 216.35** |
| ALMA SPEECH LANGUAGE PATHOLOGY | 6/7/2024 | 4024158 | 080 | $ 5,500.00 |
| **ALMA SPEECH LANGUAGE PATHOLOGY Total** | | | | **$ 5,500.00** |
| ALPHA PUBLIC SCHOOLS INC. | 6/7/2024 | 4024174 | 010 | $ 157,025.00 |
| **ALPHA PUBLIC SCHOOLS INC. Total** | | | | **$ 157,025.00** |
| ALUM ROCK #305 | 6/27/2024 | 4024587 | 010 | $ 412.00 |
| **ALUM ROCK #305 Total** | | | | **$ 412.00** |
| ALUM ROCK ADMINISTRATORS ASSOC | 6/27/2024 | 4024588 | 010 | $ 560.00 |
| **ALUM ROCK ADMINISTRATORS ASSOC Total** | | | | **$ 560.00** |
| AMAZON.COM LLC | 6/7/2024 | 4024132 | 010 | $ 1,178.73 |

**AP Check Register - Pivot Table Summary by Vendor**
**June 2024**

| Vendor Name | Date | Warrant # | Fund | Sum of Amount |
|---|---|---|---|---|
| AMAZON.COM LLC | 6/7/2024 | 4024132 | 120 | $ 350.90 |
| | 6/14/2024 | 4024217 | 010 | $ 137.48 |
| | | | 120 | $ 97.41 |
| | | 4024240 | 010 | $ 1,883.22 |
| | | 4024322 | 010 | $ 2,013.08 |
| | 6/21/2024 | 4024403 | 010 | $ 2,346.04 |
| | | 4024471 | 010 | $ 1,137.50 |
| | | | 060 | $ 3,278.00 |
| | | 4024487 | 010 | $ 792.28 |
| | | | 060 | $ 843.71 |
| | | | 130 | $ 1,574.90 |
| | 6/27/2024 | 4024542 | 010 | $ 13,031.36 |
| | | 4024562 | 010 | $ 3,668.00 |
| **AMAZON.COM LLC Total** | | | | **$ 32,332.61** |
| AMERICAN FIDELITY ASSURANCE | 6/27/2024 | 4024589 | 010 | $ 12,645.56 |
| **AMERICAN FIDELITY ASSURANCE Total** | | | | **$ 12,645.56** |
| AMERICAN FIDELITY ASSURANCE CO | 6/27/2024 | 4024590 | 010 | $ 29,266.36 |
| **AMERICAN FIDELITY ASSURANCE CO Total** | | | | **$ 29,266.36** |
| ANDRE BOUDIN BAKERIES | 6/14/2024 | 4024267 | 010 | $ 908.42 |
| | 6/21/2024 | 4024448 | 010 | $ 460.25 |
| | 6/27/2024 | 4024524 | 010 | $ 214.36 |
| | 6/28/2024 | 4024607 | 060 | $ 105.00 |
| **ANDRE BOUDIN BAKERIES Total** | | | | **$ 1,688.03** |
| ANNYA R ARTIGAS | 6/7/2024 | 4024175 | 010 | $ 99.31 |
| | 6/27/2024 | 4024503 | 060 | $ 231.71 |
| **ANNYA R ARTIGAS Total** | | | | **$ 331.02** |
| AON RISK INSURANCE SERVICES | 6/7/2024 | 4024159 | 670 | $ 113,000.00 |
| | 6/21/2024 | 4024488 | 670 | $ 56,235.00 |
| **AON RISK INSURANCE SERVICES Total** | | | | **$ 169,235.00** |
| APRIL HEATHER AMBARD | 6/14/2024 | 4024338 | 010 | $ 86.69 |
| **APRIL HEATHER AMBARD Total** | | | | **$ 86.69** |
| ARELY MARGARITA FLORES | 6/14/2024 | 4024289 | 088 | $ 25.97 |
| **ARELY MARGARITA FLORES Total** | | | | **$ 25.97** |
| ARENA STUART RENTALS INC | 6/14/2024 | 4024218 | 010 | $ 520.00 |
| | | | 060 | $ 3,470.25 |
| **ARENA STUART RENTALS INC Total** | | | | **$ 3,990.25** |
| ARREOLA, LUIS | 6/21/2024 | 4024436 | 010 | $ 103.78 |
| | 6/27/2024 | 4024504 | 060 | $ 200.00 |
| **ARREOLA, LUIS Total** | | | | **$ 303.78** |
| ASJ INC | 6/14/2024 | 4024268 | 010 | $ 3,031.28 |
| **ASJ INC Total** | | | | **$ 3,031.28** |
| ASSOCIATION OF CALIFORNIA | 6/27/2024 | 4024591 | 010 | $ 3,295.36 |
| **ASSOCIATION OF CALIFORNIA Total** | | | | **$ 3,295.36** |
| AT&T | 6/20/2024 | 4024400 | 010 | $ 4,077.22 |
| **AT&T Total** | | | | **$ 4,077.22** |
| A-Z BUS SALES INC | 6/14/2024 | 4024215 | 010 | $ 334.93 |
| **A-Z BUS SALES INC Total** | | | | **$ 334.93** |
| BALLOONATICS INC. | 6/14/2024 | 4024219 | 010 | $ 223.12 |
| | | | 060 | $ 501.56 |
| **BALLOONATICS INC. Total** | | | | **$ 724.68** |

| Vendor Name | Date | Warrant # | Fund | | Sum of Amount |
|---|---|---|---|---|---|
| BARNES AND NOBLE | 6/14/2024 | 4024241 | 010 | $ | 508.59 |
| | | | 060 | $ | 2,744.51 |
| **BARNES AND NOBLE Total** | | | | **$** | **3,253.10** |
| BAUDVILLE INC. | 6/21/2024 | 4024404 | 010 | $ | 527.06 |
| **BAUDVILLE INC. Total** | | | | **$** | **527.06** |
| BAY ALARM COMPANY | 6/26/2024 | 4024495 | 010 | $ | 45,115.37 |
| **BAY ALARM COMPANY Total** | | | | **$** | **45,115.37** |
| BAY AREA FLOOR MACHINE | 6/14/2024 | 4024300 | 010 | $ | 215.88 |
| | 6/21/2024 | 4024437 | 010 | $ | 13.48 |
| | | 4024472 | 010 | $ | 323.36 |
| **BAY AREA FLOOR MACHINE Total** | | | | **$** | **552.72** |
| BEEREADERS INC | 6/21/2024 | 4024489 | 010 | $ | 3,687.50 |
| **BEEREADERS INC Total** | | | | **$** | **3,687.50** |
| BIOMETRICS4ALL INC. | 6/10/2024 | 4024195 | 010 | $ | 39.00 |
| **BIOMETRICS4ALL INC. Total** | | | | **$** | **39.00** |
| BLACK OAK SPEECH THERAPY, INC. | 6/21/2024 | 4024473 | 080 | $ | 17,508.75 |
| **BLACK OAK SPEECH THERAPY, INC. Total** | | | | **$** | **17,508.75** |
| BLICK ART MATERIALS LLC | 6/14/2024 | 4024323 | 010 | $ | 9.22 |
| | 6/21/2024 | 4024405 | 010 | $ | 15.26 |
| | | | 060 | $ | 415.45 |
| **BLICK ART MATERIALS LLC Total** | | | | **$** | **439.93** |
| BLUETRITON BRANDS INC. | 6/6/2024 | 4024125 | 010 | $ | 454.56 |
| | | | 080 | $ | 53.69 |
| | | 4024126 | 010 | $ | 61.13 |
| | 6/20/2024 | 4024401 | 010 | $ | 942.51 |
| | | | 050 | $ | 128.80 |
| | | | 080 | $ | 75.65 |
| | 6/26/2024 | 4024494 | 010 | $ | 459.17 |
| | | | 130 | $ | 112.88 |
| **BLUETRITON BRANDS INC. Total** | | | | **$** | **2,288.39** |
| BOSCO CONSTRUCTION SERVICES | 6/18/2024 | 4024372 | 210 | $ | 8,685.01 |
| | 6/14/2024 | 4024269 | 210 | $ | 76,811.36 |
| **BOSCO CONSTRUCTION SERVICES Total** | | | | **$** | **85,496.37** |
| BRAVO, MANDY | 6/14/2024 | 4024290 | 088 | $ | 131.02 |
| **BRAVO, MANDY Total** | | | | **$** | **131.02** |
| BRIAN RAPAIDO | 6/28/2024 | 4024608 | 060 | $ | 1,800.00 |
| **BRIAN RAPAIDO Total** | | | | **$** | **1,800.00** |
| BRIEANA WHITE | 6/14/2024 | 4024291 | 088 | $ | 110.09 |
| **BRIEANA WHITE Total** | | | | **$** | **110.09** |
| BROWN INDUSTRIES INC. | 6/21/2024 | 4024474 | 130 | $ | 64.05 |
| **BROWN INDUSTRIES INC. Total** | | | | **$** | **64.05** |
| CALIFORNIA ASSOCIATION FOR | 6/27/2024 | 4024543 | 060 | $ | 2,760.00 |
| **CALIFORNIA ASSOCIATION FOR Total** | | | | **$** | **2,760.00** |
| CALIFORNIA NATIVE GARDEN | 6/14/2024 | 4024242 | 088 | $ | 153.00 |
| **CALIFORNIA NATIVE GARDEN Total** | | | | **$** | **153.00** |
| CALIFORNIA SPORT DESIGN | 6/7/2024 | 4024133 | 010 | $ | 7,901.91 |
| | 6/27/2024 | 4024544 | 010 | $ | 513.00 |
| | | 4024563 | 010 | $ | 2,420.25 |
| **CALIFORNIA SPORT DESIGN Total** | | | | **$** | **10,835.16** |
| CAL-STEAM INC. | 6/21/2024 | 4024438 | 050 | $ | 333.63 |

| Vendor Name | Date | Warrant # | Fund | Sum of Amount |
|---|---|---|---|---|
| CAL-STEAM INC. Total | | | | $ 333.63 |
| CANON FINANCIAL SERVICES INC. | 6/6/2024 | 4024124 | 010 | $ 2,754.09 |
| | | | 060 | $ 2,442.35 |
| | | | 050 | $ 127.97 |
| | | | 080 | $ 223.15 |
| | | | 130 | $ 446.22 |
| | | | 210 | $ 127.97 |
| | 6/20/2024 | 4024402 | 010 | $ 9,084.25 |
| | | | 060 | $ 4,060.01 |
| | | | 050 | $ 127.97 |
| | | | 080 | $ 421.13 |
| | | | 130 | $ 446.22 |
| | | | 210 | $ 127.97 |
| CANON FINANCIAL SERVICES INC. Total | | | | $ 20,389.30 |
| CARLOS C TRIPODI | 6/27/2024 | 4024525 | 010 | $ 56.95 |
| CARLOS C TRIPODI Total | | | | $ 56.95 |
| CARMELINA BAUTISTA | 6/27/2024 | 4024526 | 010 | $ 60.30 |
| CARMELINA BAUTISTA Total | | | | $ 60.30 |
| CDW LLC | 6/21/2024 | 4024449 | 010 | $ 3,678.07 |
| CDW LLC Total | | | | $ 3,678.07 |
| CENGAGE LEARNING INC | 6/14/2024 | 4024324 | 060 | $ 630.95 |
| | 6/28/2024 | 4024609 | 060 | $ 3,185.88 |
| CENGAGE LEARNING INC Total | | | | $ 3,816.83 |
| CENTER FOR THE COLLABORATIVE | 6/21/2024 | 4024490 | 120 | $ 4,704.28 |
| CENTER FOR THE COLLABORATIVE Total | | | | $ 4,704.28 |
| CHELTENHAM TO CARMEL HOLDINGS, | 6/13/2024 | 4024205 | 130 | $ 57,579.63 |
| CHELTENHAM TO CARMEL HOLDINGS, Total | | | | $ 57,579.63 |
| CHRISTINA RAQUEDAN | 6/17/2024 | 4024348 | 080 | $ 56.28 |
| CHRISTINA RAQUEDAN Total | | | | $ 56.28 |
| CINTAS CORPORATION | 6/17/2024 | 4024349 | 010 | $ 445.84 |
| | | | 050 | $ 65.45 |
| | 6/14/2024 | 4024301 | 010 | $ 330.80 |
| | | | 050 | $ 65.45 |
| | 6/21/2024 | 4024427 | 010 | $ 450.60 |
| | | | 050 | $ 65.45 |
| | | 4024475 | 010 | $ 348.72 |
| | | | 050 | $ 65.45 |
| | 6/28/2024 | 4024610 | 010 | $ 358.52 |
| | | | 050 | $ 65.45 |
| CINTAS CORPORATION Total | | | | $ 2,261.73 |
| CITY OF SAN JOSE | 6/27/2024 | 4024564 | 050 | $ 432.64 |
| CITY OF SAN JOSE Total | | | | $ 432.64 |
| CLAUDIA GOMEZ HERNANDEZ | 6/7/2024 | 4024176 | 130 | $ 163.48 |
| CLAUDIA GOMEZ HERNANDEZ Total | | | | $ 163.48 |
| COAST DESIGNS | 6/7/2024 | 4024134 | 060 | $ 1,842.97 |
| COAST DESIGNS Total | | | | $ 1,842.97 |
| COMMUNITY SCHOOL OF MUSIC AND | 6/18/2024 | 4024373 | 060 | $ 6,180.00 |
| COMMUNITY SCHOOL OF MUSIC AND Total | | | | $ 6,180.00 |
| CONSORTIUM ON REACHING | 6/14/2024 | 4024270 | 060 | $ 6,286.67 |
| CONSORTIUM ON REACHING Total | | | | $ 6,286.67 |

| Vendor Name | Date | Warrant # | Fund | Sum of Amount |
|---|---|---|---|---|
| CONSTRUCTION TESTING SERVICES, | 6/7/2024 | 4024135 | 210 | $ 4,396.28 |
| | 6/27/2024 | 4024565 | 210 | $ 184.80 |
| **CONSTRUCTION TESTING SERVICES, Total** | | | | **$ 4,581.08** |
| CORNEJOS CATERING INC | 6/21/2024 | 4024406 | 010 | $ 1,330.00 |
| **CORNEJOS CATERING INC Total** | | | | **$ 1,330.00** |
| COUNTY BUILDING MATERIALS INC. | 6/21/2024 | 4024428 | 050 | $ 1,825.16 |
| **COUNTY BUILDING MATERIALS INC. Total** | | | | **$ 1,825.16** |
| CREAM CO. LLC | 6/14/2024 | 4024325 | 130 | $ 921.84 |
| **CREAM CO. LLC Total** | | | | **$ 921.84** |
| CREATIVE LEARNING CENTER | 6/21/2024 | 4024407 | 080 | $ 14,342.00 |
| **CREATIVE LEARNING CENTER Total** | | | | **$ 14,342.00** |
| CRISTINA DEVON BUSTAMANTE | 6/14/2024 | 4024339 | 010 | $ 210.00 |
| **CRISTINA DEVON BUSTAMANTE Total** | | | | **$ 210.00** |
| CROWN AWARDS | 6/14/2024 | 4024220 | 010 | $ 699.99 |
| **CROWN AWARDS Total** | | | | **$ 699.99** |
| CROWN CASTLE INTERNATIONAL | 6/14/2024 | 4024208 | 010 | $ 2,469.84 |
| **CROWN CASTLE INTERNATIONAL Total** | | | | **$ 2,469.84** |
| CROWN TROPHY | 6/21/2024 | 4024408 | 010 | $ 3,623.09 |
| **CROWN TROPHY Total** | | | | **$ 3,623.09** |
| CRYSTAL BEAUTY MADRIL | 6/14/2024 | 4024243 | 060 | $ 217.35 |
| **CRYSTAL BEAUTY MADRIL Total** | | | | **$ 217.35** |
| CRYSTAL CREAMERY INC. | 6/20/2024 | 4024398 | 130 | $ 65,115.76 |
| **CRYSTAL CREAMERY INC. Total** | | | | **$ 65,115.76** |
| CSEA VICTORY CLUB | 6/27/2024 | 4024592 | 010 | $ 57.00 |
| **CSEA VICTORY CLUB Total** | | | | **$ 57.00** |
| CUSTOMINK PARENT LLC | 6/14/2024 | 4024244 | 010 | $ 346.50 |
| **CUSTOMINK PARENT LLC Total** | | | | **$ 346.50** |
| CYNTHIA DURAN | 6/14/2024 | 4024245 | 080 | $ 223.11 |
| | 6/27/2024 | 4024505 | 010 | $ 2,000.00 |
| | | 4024527 | 010 | $ 271.77 |
| **CYNTHIA DURAN Total** | | | | **$ 2,494.88** |
| DAILY JOURNAL CORPORATION | 6/13/2024 | 4024197 | 210 | $ 554.40 |
| **DAILY JOURNAL CORPORATION Total** | | | | **$ 554.40** |
| DAISY MADRIGAL | 6/14/2024 | 4024340 | 010 | $ 464.19 |
| **DAISY MADRIGAL Total** | | | | **$ 464.19** |
| DANNIS WOLIVER KELLY | 6/7/2024 | 4024136 | 010 | $ 4,615.00 |
| **DANNIS WOLIVER KELLY Total** | | | | **$ 4,615.00** |
| DATA RECOGNITION CORPORATION | 6/21/2024 | 4024476 | 010 | $ 10,435.10 |
| **DATA RECOGNITION CORPORATION Total** | | | | **$ 10,435.10** |
| DBA: ELMA'S CATERING & EVENTS | 6/7/2024 | 4024137 | 010 | $ 3,718.92 |
| | | 4024177 | 010 | $ 689.09 |
| | 6/14/2024 | 4024221 | 010 | $ 1,224.61 |
| | | 4024271 | 010 | $ 328.14 |
| | 6/27/2024 | 4024545 | 010 | $ 1,312.56 |
| | | | 060 | $ 1,093.80 |
| **DBA: ELMA'S CATERING & EVENTS Total** | | | | **$ 8,367.12** |
| DBA: PALACE BUSINESS SOLUTIONS | 6/14/2024 | 4024326 | 010 | $ 4,046.46 |
| | 6/21/2024 | 4024429 | 010 | $ 9,323.74 |
| | | 4024477 | 010 | $ 8,579.57 |
| | 6/28/2024 | 4024611 | 010 | $ 8,298.71 |

AP Check Register - Pivot Table Summary by Vendor
June 2024

| Vendor Name | Date | Warrant # | Fund | Sum of Amount |
|---|---|---|---|---|
| DBA: PALACE BUSINESS SOLUTIONS | 6/28/2024 | 4024611 | 140 | $ 2,858.63 |
| DBA: PALACE BUSINESS SOLUTIONS Total | | | | $ 33,107.11 |
| DELTA DENTAL | 6/17/2024 | 4024350 | 670 | $ 1,082.97 |
| DELTA DENTAL Total | | | | $ 1,082.97 |
| DENISSE MENDEZ | 6/7/2024 | 4024160 | 130 | $ 131.50 |
| | 6/17/2024 | 4024364 | 130 | $ 640.31 |
| DENISSE MENDEZ Total | | | | $ 771.81 |
| DESIREE REYES | 6/7/2024 | 4024178 | 010 | $ 53.81 |
| DESIREE REYES Total | | | | $ 53.81 |
| DOUGLAS KLEINHENZ | 6/27/2024 | 4024506 | 060 | $ 200.55 |
| DOUGLAS KLEINHENZ Total | | | | $ 200.55 |
| DSK LLP | 6/27/2024 | 4024566 | 210 | $ 27,478.80 |
| DSK LLP Total | | | | $ 27,478.80 |
| E.L. ACHIEVE INC. | 6/7/2024 | 4024138 | 010 | $ 12,760.38 |
| | | | 060 | $ 3,777.68 |
| | 6/18/2024 | 4024374 | 060 | $ 19,966.21 |
| E.L. ACHIEVE INC. Total | | | | $ 36,504.27 |
| EAST BAY REFRIGERATION INC. | 6/7/2024 | 4024139 | 130 | $ 544.62 |
| | 6/21/2024 | 4024478 | 130 | $ 649.75 |
| | 6/28/2024 | 4024612 | 130 | $ 487.30 |
| EAST BAY REFRIGERATION INC. Total | | | | $ 1,681.67 |
| EAST BAY RESTAURANT SUPPLY INC | 6/27/2024 | 4024546 | 060 | $ 1,084.13 |
| EAST BAY RESTAURANT SUPPLY INC Total | | | | $ 1,084.13 |
| EDGES ELECTRICAL GROUP LLC | 6/21/2024 | 4024430 | 050 | $ 1,965.72 |
| EDGES ELECTRICAL GROUP LLC Total | | | | $ 1,965.72 |
| EDUCATION HOUSING PARTNERS INC | 6/7/2024 | 4024140 | 210 | $ 129,476.83 |
| EDUCATION HOUSING PARTNERS INC Total | | | | $ 129,476.83 |
| EINSTEIN NOAH RESTAURANT | 6/7/2024 | 4024141 | 010 | $ 1,809.45 |
| | 6/18/2024 | 4024375 | 010 | $ 246.15 |
| | 6/14/2024 | 4024222 | 010 | $ 512.01 |
| | | | 060 | $ 176.92 |
| | | 4024272 | 010 | $ 793.38 |
| | | 4024302 | 010 | $ 590.96 |
| | 6/21/2024 | 4024409 | 010 | $ 453.41 |
| | | 4024450 | 010 | $ 470.75 |
| | 6/27/2024 | 4024507 | 010 | $ 780.86 |
| | | | 060 | $ 196.14 |
| | | 4024547 | 060 | $ 170.00 |
| | 6/28/2024 | 4024613 | 060 | $ 66.85 |
| EINSTEIN NOAH RESTAURANT Total | | | | $ 6,266.88 |
| ENTERPRISE FM TRUST | 6/21/2024 | 4024439 | 060 | $ 229.67 |
| ENTERPRISE FM TRUST Total | | | | $ 229.67 |
| ENVIRONMENTAL SYSTEMS INC | 6/14/2024 | 4024303 | 050 | $ 555.00 |
| | 6/21/2024 | 4024431 | 050 | $ 12,046.00 |
| ENVIRONMENTAL SYSTEMS INC Total | | | | $ 12,601.00 |
| ERIKA JEANETTE IRELAND | 6/27/2024 | 4024508 | 010 | $ 2,000.00 |
| ERIKA JEANETTE IRELAND Total | | | | $ 2,000.00 |
| ERIN DEVINE | 6/17/2024 | 4024351 | 080 | $ 22,742.00 |
| | 6/21/2024 | 4024410 | 080 | $ 4,110.00 |
| ERIN DEVINE Total | | | | $ 26,852.00 |

| Vendor Name | Date | Warrant # | Fund | Sum of Amount |
|---|---|---|---|---|
| ESTRADA, ABELAROO | 6/18/2024 | 4024376 | 010 | $ 221.70 |
| **ESTRADA, ABELAROO Total** | | | | **$ 221.70** |
| EVELYN CARRILLO | 6/27/2024 | 4024567 | 080 | $ 530.78 |
| **EVELYN CARRILLO Total** | | | | **$ 530.78** |
| FEDEX | 6/27/2024 | 4024568 | 010 | $ 71.10 |
| **FEDEX Total** | | | | **$ 71.10** |
| FICO'S NEW YORK STYLE PIZZA | 6/14/2024 | 4024273 | 010 | $ 234.55 |
| **FICO'S NEW YORK STYLE PIZZA Total** | | | | **$ 234.55** |
| FIERY GINGER FARM LLC | 6/7/2024 | 4024142 | 130 | $ 537.33 |
| | 6/28/2024 | 4024614 | 130 | $ 1,415.87 |
| **FIERY GINGER FARM LLC Total** | | | | **$ 1,953.20** |
| FIRST STUDENT INC. | 6/18/2024 | 4024377 | 010 | $ 4,810.00 |
| | 6/14/2024 | 4024223 | 060 | $ 5,323.33 |
| | | 4024274 | 010 | $ 2,771.82 |
| | | | 060 | $ 3,587.06 |
| | | | 088 | $ 1,932.51 |
| | | 4024341 | 060 | $ 1,202.87 |
| **FIRST STUDENT INC. Total** | | | | **$ 19,627.59** |
| FURMAN CONSTRUCTION INSPECTION | 6/7/2024 | 4024143 | 210 | $ 12,587.50 |
| **FURMAN CONSTRUCTION INSPECTION Total** | | | | **$ 12,587.50** |
| GARDA CL WEST | 6/27/2024 | 4024548 | 010 | $ 197.38 |
| | | | 130 | $ 197.38 |
| **GARDA CL WEST Total** | | | | **$ 394.76** |
| GARDENLAND CENTER INC. | 6/14/2024 | 4024304 | 050 | $ 2,002.98 |
| | 6/21/2024 | 4024451 | 050 | $ 1,333.24 |
| **GARDENLAND CENTER INC. Total** | | | | **$ 3,336.22** |
| GAVISIDDAIAH, SUNITHA | 6/14/2024 | 4024342 | 080 | $ 209.06 |
| **GAVISIDDAIAH, SUNITHA Total** | | | | **$ 209.06** |
| GEINAH LIM NIERRA | 6/27/2024 | 4024509 | 080 | $ 199.31 |
| **GEINAH LIM NIERRA Total** | | | | **$ 199.31** |
| GIAN M. SARABIA | 6/27/2024 | 4024599 | 010 | $ 3.75 |
| **GIAN M. SARABIA Total** | | | | **$ 3.75** |
| GKS EDUCATION LLC | 6/18/2024 | 4024378 | 060 | $ 5,390.00 |
| | 6/27/2024 | 4024549 | 060 | $ 1,312.50 |
| | | 4024550 | 060 | $ 2,362.50 |
| **GKS EDUCATION LLC Total** | | | | **$ 9,065.00** |
| GLORIA ACEVEDO | 6/14/2024 | 4024292 | 080 | $ 25.46 |
| **GLORIA ACEVEDO Total** | | | | **$ 25.46** |
| GOLD STAR FOODS | 6/13/2024 | 4024206 | 130 | $ 141,773.04 |
| **GOLD STAR FOODS Total** | | | | **$ 141,773.04** |
| GREAT LAKES SPORTS | 6/21/2024 | 4024411 | 010 | $ 872.82 |
| **GREAT LAKES SPORTS Total** | | | | **$ 872.82** |
| GREENESPORT ASSOCIATION | 6/14/2024 | 4024275 | 010 | $ 720.00 |
| | | 4024305 | 010 | $ 650.00 |
| | 6/21/2024 | 4024479 | 010 | $ 6,440.00 |
| **GREENESPORT ASSOCIATION Total** | | | | **$ 7,810.00** |
| GUADALUPE ARCIGA | 6/14/2024 | 4024293 | 080 | $ 109.88 |
| **GUADALUPE ARCIGA Total** | | | | **$ 109.88** |
| GUY L. BETANCOURT | 6/14/2024 | 4024276 | 010 | $ 800.00 |
| **GUY L. BETANCOURT Total** | | | | **$ 800.00** |

| Vendor Name | Date | Warrant # | Fund | Sum of Amount |
|---|---|---|---|---|
| HARMEET DHAMI | 6/7/2024 | 4024144 | 060 | $ 44.07 |
| **HARMEET DHAMI Total** | | | | **$ 44.07** |
| HAZEL DELA CRUZ | 6/14/2024 | 4024246 | 080 | $ 625.78 |
| **HAZEL DELA CRUZ Total** | | | | **$ 625.78** |
| HIROCHIMA L SANCHEZ | 6/14/2024 | 4024247 | 080 | $ 195.64 |
| **HIROCHIMA L SANCHEZ Total** | | | | **$ 195.64** |
| HOME DEPOT U.S.A. INC. | 6/14/2024 | 4024209 | 010 | $ 347.92 |
| | | 4024327 | 050 | $ 4,322.03 |
| | 6/21/2024 | 4024432 | 050 | $ 1,402.80 |
| | | 4024480 | 010 | $ 329.69 |
| | | | 050 | $ 5,147.92 |
| **HOME DEPOT U.S.A. INC. Total** | | | | **$ 11,550.36** |
| HORIZON DISTRIBUTORS INC | 6/17/2024 | 4024352 | 050 | $ 200.32 |
| | 6/27/2024 | 4024569 | 050 | $ 914.29 |
| | 6/28/2024 | 4024615 | 050 | $ 229.90 |
| **HORIZON DISTRIBUTORS INC Total** | | | | **$ 1,344.51** |
| HOWARD, MATTHEW | 6/18/2024 | 4024379 | 010 | $ 2,000.00 |
| **HOWARD, MATTHEW Total** | | | | **$ 2,000.00** |
| ICONIX WATERWORKS (US) INC. | 6/14/2024 | 4024306 | 050 | $ 7,419.35 |
| **ICONIX WATERWORKS (US) INC. Total** | | | | **$ 7,419.35** |
| ICU TECHNOLOGIES INC | 6/14/2024 | 4024224 | 060 | $ 278,108.06 |
| **ICU TECHNOLOGIES INC Total** | | | | **$ 278,108.06** |
| IDN INC | 6/14/2024 | 4024307 | 050 | $ 317.97 |
| | 6/21/2024 | 4024440 | 050 | $ 606.29 |
| **IDN INC Total** | | | | **$ 924.26** |
| IMAGINE LEARNING LLC | 6/18/2024 | 4024389 | 060 | $ 375.00 |
| **IMAGINE LEARNING LLC Total** | | | | **$ 375.00** |
| INTERNATIONAL ASSOCIATION FOR | 6/7/2024 | 4024145 | 060 | $ 4,000.00 |
| | 6/18/2024 | 4024380 | 060 | $ 600.00 |
| | 6/14/2024 | 4024248 | 060 | $ 200.00 |
| | | 4024277 | 060 | $ 900.00 |
| | 6/27/2024 | 4024551 | 060 | $ 1,125.00 |
| | 6/28/2024 | 4024616 | 060 | $ 600.00 |
| **INTERNATIONAL ASSOCIATION FOR Total** | | | | **$ 7,425.00** |
| IRINA P SEGAMI YAGI | 6/17/2024 | 4024353 | 010 | $ 57.62 |
| | 6/14/2024 | 4024294 | 010 | $ 60.97 |
| **IRINA P SEGAMI YAGI Total** | | | | **$ 118.59** |
| IRIS LYNN CHAREST | 6/7/2024 | 4024179 | 010 | $ 220.50 |
| **IRIS LYNN CHAREST Total** | | | | **$ 220.50** |
| JACQUELINE MONTEJANO | 6/21/2024 | 4024412 | 010 | $ 487.77 |
| | | 4024452 | 060 | $ 351.12 |
| | 6/27/2024 | 4024528 | 010 | $ 182.75 |
| **JACQUELINE MONTEJANO Total** | | | | **$ 1,021.64** |
| JARED M. BOBERSKY | 6/27/2024 | 4024510 | 010 | $ 3,771.58 |
| **JARED M. BOBERSKY Total** | | | | **$ 3,771.58** |
| JEANS PALACE INC. | 6/27/2024 | 4024570 | 060 | $ 1,026.85 |
| **JEANS PALACE INC. Total** | | | | **$ 1,026.85** |
| JENNIFER DOHERTY | 6/27/2024 | 4024529 | 010 | $ 476.38 |
| **JENNIFER DOHERTY Total** | | | | **$ 476.38** |
| JENNIFER NICOLE ASTORGA | 6/21/2024 | 4024453 | 010 | $ 45.87 |

| Vendor Name | Date | Warrant # | Fund | Sum of Amount |
|---|---|---|---|---|
| **JENNIFER NICOLE ASTORGA Total** | | | | **$ 45.87** |
| JENNIFER TIMMINS | 6/7/2024 | 4024146 | 060 | $ 50.92 |
| | 6/14/2024 | 4024249 | 060 | $ 10.72 |
| **JENNIFER TIMMINS Total** | | | | **$ 61.64** |
| JESS FERNANDEZ | 6/17/2024 | 4024354 | 050 | $ 2,100.00 |
| **JESS FERNANDEZ Total** | | | | **$ 2,100.00** |
| JESUS L ARAUJO JR | 6/7/2024 | 4024180 | 010 | $ 425.69 |
| | 6/27/2024 | 4024583 | 010 | $ 253.86 |
| **JESUS L ARAUJO JR Total** | | | | **$ 679.55** |
| JORDAN KNIGHTON ARCHITECTS INC | 6/18/2024 | 4024381 | 210 | $ 5,745.00 |
| | 6/27/2024 | 4024571 | 210 | $ 680.00 |
| **JORDAN KNIGHTON ARCHITECTS INC Total** | | | | **$ 6,425.00** |
| JOSE CORTEZ | 6/27/2024 | 4024530 | 010 | $ 84.95 |
| **JOSE CORTEZ Total** | | | | **$ 84.95** |
| JOSEPH MATTHEW MANLUCO | 6/14/2024 | 4024295 | 088 | $ 1,157.86 |
| **JOSEPH MATTHEW MANLUCO Total** | | | | **$ 1,157.86** |
| JOSTENS INC. | 6/14/2024 | 4024225 | 088 | $ 488.03 |
| | 6/21/2024 | 4024413 | 088 | $ 4,164.78 |
| **JOSTENS INC. Total** | | | | **$ 4,652.81** |
| JULIANNE HARRISON | 6/27/2024 | 4024584 | 060 | $ 7,800.00 |
| **JULIANNE HARRISON Total** | | | | **$ 7,800.00** |
| JULIETA GUADALUPE FLORES | 6/28/2024 | 4024617 | 060 | $ 127.92 |
| **JULIETA GUADALUPE FLORES Total** | | | | **$ 127.92** |
| JUST SAY MUSIC INC | 6/27/2024 | 4024531 | 010 | $ 5,274.00 |
| **JUST SAY MUSIC INC Total** | | | | **$ 5,274.00** |
| KAISER PERMANENTE | 6/17/2024 | 4024355 | 670 | $ 396.09 |
| **KAISER PERMANENTE Total** | | | | **$ 396.09** |
| KAREN ITZAMARA MARCOS | 6/21/2024 | 4024454 | 080 | $ 50.92 |
| **KAREN ITZAMARA MARCOS Total** | | | | **$ 50.92** |
| KATHLEEN WYATT | 6/27/2024 | 4024532 | 010 | $ 55.35 |
| **KATHLEEN WYATT Total** | | | | **$ 55.35** |
| KATRINA VALDEZ | 6/27/2024 | 4024511 | 060 | $ 9,207.45 |
| **KATRINA VALDEZ Total** | | | | **$ 9,207.45** |
| KATRINA ZHANG | 6/7/2024 | 4024181 | 130 | $ 42.28 |
| | 6/14/2024 | 4024250 | 130 | $ 88.84 |
| **KATRINA ZHANG Total** | | | | **$ 131.12** |
| KEENAN & ASSOCIATES | 6/17/2024 | 4024356 | 670 | $ 112,363.00 |
| | | 4024357 | 670 | $ 11,143.00 |
| | 6/13/2024 | 4024201 | 670 | $ 244,921.39 |
| **KEENAN & ASSOCIATES Total** | | | | **$ 368,427.39** |
| KEVIN DAVID WEBSTER | 6/7/2024 | 4024147 | 080 | $ 93.13 |
| **KEVIN DAVID WEBSTER Total** | | | | **$ 93.13** |
| KIDANGO INC. | 6/27/2024 | 4024605 | 120 | $ 142,459.34 |
| **KIDANGO INC. Total** | | | | **$ 142,459.34** |
| KIPP HEARTWOOD ACADEMY | 6/7/2024 | 4024182 | 010 | $ 155,613.00 |
| **KIPP HEARTWOOD ACADEMY Total** | | | | **$ 155,613.00** |
| KRISTIN ANN BURT | 6/21/2024 | 4024414 | 120 | $ 81.62 |
| | 6/27/2024 | 4024533 | 010 | $ 105.15 |
| **KRISTIN ANN BURT Total** | | | | **$ 186.77** |
| LAKESHORE EQUIPMENT COMPANY | 6/14/2024 | 4024226 | 010 | $ 716.62 |

| Vendor Name | Date | Warrant # | Fund | Sum of Amount |
|---|---|---|---|---|
| LAKESHORE EQUIPMENT COMPANY | 6/14/2024 | 4024328 | 060 | $ 983.39 |
| | | | 120 | $ 14,880.42 |
| | 6/27/2024 | 4024534 | 010 | $ 51.94 |
| | | 4024572 | 120 | $ 2,272.39 |
| **LAKESHORE EQUIPMENT COMPANY Total** | | | | **$ 18,904.76** |
| LANGUAGE PEOPLE INC | 6/7/2024 | 4024161 | 010 | $ 2,381.95 |
| **LANGUAGE PEOPLE INC Total** | | | | **$ 2,381.95** |
| LATOYA BROWN | 6/27/2024 | 4024535 | 010 | $ 244.74 |
| **LATOYA BROWN Total** | | | | **$ 244.74** |
| LAURA MARISCAL LOPEZ | 6/14/2024 | 4024251 | 130 | $ 53.60 |
| **LAURA MARISCAL LOPEZ Total** | | | | **$ 53.60** |
| LAURA MARTINEZ CERVANTES | 6/14/2024 | 4024329 | 130 | $ 35.51 |
| **LAURA MARTINEZ CERVANTES Total** | | | | **$ 35.51** |
| LAURENCIA SENABRIA | 6/27/2024 | 4024600 | 010 | $ 734.27 |
| **LAURENCIA SENABRIA Total** | | | | **$ 734.27** |
| LAURIE ANN HERSEY | 6/14/2024 | 4024308 | 088 | $ 65.94 |
| **LAURIE ANN HERSEY Total** | | | | **$ 65.94** |
| LEO'S COMMERCIAL TIRE INC | 6/14/2024 | 4024309 | 050 | $ 195.00 |
| | 6/21/2024 | 4024441 | 050 | $ 843.98 |
| **LEO'S COMMERCIAL TIRE INC Total** | | | | **$ 1,038.98** |
| LET'S TRAVEL | 6/21/2024 | 4024455 | 010 | $ 10,393.60 |
| | 6/27/2024 | 4024536 | 060 | $ 11,187.76 |
| | | 4024552 | 010 | $ 4,916.04 |
| | | | 060 | $ 1,323.47 |
| **LET'S TRAVEL Total** | | | | **$ 27,820.87** |
| LINDA A QUEZADA | 6/14/2024 | 4024227 | 010 | $ 4,450.00 |
| **LINDA A QUEZADA Total** | | | | **$ 4,450.00** |
| LITERACY RESOURCES LLC | 6/21/2024 | 4024442 | 060 | $ 2,550.00 |
| **LITERACY RESOURCES LLC Total** | | | | **$ 2,550.00** |
| LITTLE HEROES | 6/20/2024 | 4024399 | 010 | $ 16,454.00 |
| | | | 060 | $ 30,906.00 |
| **LITTLE HEROES Total** | | | | **$ 47,360.00** |
| LOWES COMPANIES INC. | 6/14/2024 | 4024330 | 050 | $ 2,672.18 |
| | 6/21/2024 | 4024481 | 010 | $ 975.54 |
| | | | 050 | $ (657.67) |
| | 6/26/2024 | 4024496 | 010 | $ 1,126.47 |
| | | | 060 | $ 1,740.84 |
| **LOWES COMPANIES INC. Total** | | | | **$ 5,857.36** |
| LOZANO SMITH LLP | 6/21/2024 | 4024456 | 010 | $ 171.00 |
| | | | 080 | $ 3,675.00 |
| | 6/27/2024 | 4024573 | 010 | $ 21,670.50 |
| **LOZANO SMITH LLP Total** | | | | **$ 25,516.50** |
| LUX BUS AMERICA CO. | 6/14/2024 | 4024228 | 088 | $ 5,754.75 |
| | | 4024278 | 060 | $ 2,538.00 |
| | 6/21/2024 | 4024457 | 060 | $ 11,137.64 |
| | | | 088 | $ 6,235.89 |
| | 6/27/2024 | 4024537 | 060 | $ 6,450.90 |
| | | 4024574 | 060 | $ 5,474.49 |
| **LUX BUS AMERICA CO. Total** | | | | **$ 37,591.67** |
| LYNN MATTSON | 6/28/2024 | 4024618 | 060 | $ 126.00 |

| Vendor Name | Date | Warrant # | Fund | Sum of Amount |
|---|---|---|---|---|
| **LYNN MATTSON Total** | | | | **$ 126.00** |
| MAGDALENA GRIMALDO | 6/18/2024 | 4024382 | 010 | $ 114.81 |
| **MAGDALENA GRIMALDO Total** | | | | **$ 114.81** |
| MANUEL DELGADO | 6/27/2024 | 4024538 | 010 | $ 12,705.69 |
| **MANUEL DELGADO Total** | | | | **$ 12,705.69** |
| MARIA CABRERA | 6/14/2024 | 4024252 | 080 | $ 62.31 |
| **MARIA CABRERA Total** | | | | **$ 62.31** |
| MARIA DE JESUS ESPINOZA | 6/7/2024 | 4024183 | 010 | $ 53.60 |
| **MARIA DE JESUS ESPINOZA Total** | | | | **$ 53.60** |
| MARIA ELENA AVILA | 6/14/2024 | 4024253 | 088 | $ 720.00 |
| **MARIA ELENA AVILA Total** | | | | **$ 720.00** |
| MARIA GUERRERO | 6/27/2024 | 4024601 | 010 | $ 8.45 |
| **MARIA GUERRERO Total** | | | | **$ 8.45** |
| MARIA NUNEZ | 6/27/2024 | 4024602 | 010 | $ 16.75 |
| **MARIA NUNEZ Total** | | | | **$ 16.75** |
| MARIA RUVALCABA | 6/7/2024 | 4024162 | 010 | $ 37.92 |
| **MARIA RUVALCABA Total** | | | | **$ 37.92** |
| MARIA TOMLY C THOMAS | 6/27/2024 | 4024539 | 010 | $ 285.65 |
| **MARIA TOMLY C THOMAS Total** | | | | **$ 285.65** |
| MARIAN PAULSON | 6/7/2024 | 4024184 | 010 | $ 15.41 |
| **MARIAN PAULSON Total** | | | | **$ 15.41** |
| MARISA CELINA MACIAS | 6/7/2024 | 4024185 | 010 | $ 54.00 |
| **MARISA CELINA MACIAS Total** | | | | **$ 54.00** |
| MARY GISELLE POSTRADO | 6/18/2024 | 4024383 | 010 | $ 339.53 |
| **MARY GISELLE POSTRADO Total** | | | | **$ 339.53** |
| MAXIM HEALTHCARE SERVICES | 6/14/2024 | 4024254 | 080 | $ 62,355.90 |
| | | 4024310 | 060 | $ 39,585.00 |
| | | | 080 | $ 182,004.21 |
| | 6/21/2024 | 4024443 | 060 | $ 5,200.00 |
| | | | 080 | $ 27,589.26 |
| | 6/27/2024 | 4024553 | 010 | $ 24,935.31 |
| **MAXIM HEALTHCARE SERVICES Total** | | | | **$ 341,669.68** |
| MCKINLEY ELEVATOR CORPORATION | 6/14/2024 | 4024311 | 050 | $ 200.00 |
| | 6/21/2024 | 4024444 | 050 | $ 400.00 |
| | | 4024482 | 050 | $ 200.00 |
| **MCKINLEY ELEVATOR CORPORATION Total** | | | | **$ 800.00** |
| MEMORY BOOK COMPANY | 6/21/2024 | 4024415 | 088 | $ 1,563.75 |
| **MEMORY BOOK COMPANY Total** | | | | **$ 1,563.75** |
| MERCADO, ANA | 6/7/2024 | 4024186 | 130 | $ 42.88 |
| | 6/21/2024 | 4024458 | 130 | $ 61.64 |
| **MERCADO, ANA Total** | | | | **$ 104.52** |
| MERIAM M QUIATCHON | 6/14/2024 | 4024296 | 088 | $ 175.81 |
| **MERIAM M QUIATCHON Total** | | | | **$ 175.81** |
| METLIFE SMALL MARKET | 6/17/2024 | 4024358 | 010 | $ 2,409.19 |
| **METLIFE SMALL MARKET Total** | | | | **$ 2,409.19** |
| MEXICO BAKERY INC | 6/7/2024 | 4024187 | 010 | $ 373.63 |
| | 6/27/2024 | 4024575 | 060 | $ 186.56 |
| **MEXICO BAKERY INC Total** | | | | **$ 560.19** |
| MICHAEL THE | 6/17/2024 | 4024365 | 010 | $ 2,000.00 |
| **MICHAEL THE Total** | | | | **$ 2,000.00** |

**AP Check Register - Pivot Table Summary by Vendor**
**June 2024**

| Vendor Name | Date | Warrant # | Fund | | Sum of Amount |
|---|---|---|---|---|---|
| MID AMERICA ADMINISTRATION | 6/27/2024 | 4024593 | 010 | $ | 13,141.54 |
| **MID AMERICA ADMINISTRATION Total** | | | | **$** | **13,141.54** |
| MONARCH TRUCK SERVICE | 6/7/2024 | 4024188 | 010 | $ | 245.94 |
| | 6/14/2024 | 4024210 | 010 | $ | 498.00 |
| **MONARCH TRUCK SERVICE Total** | | | | **$** | **743.94** |
| MONICA MEZA | 6/14/2024 | 4024255 | 130 | $ | 22.78 |
| **MONICA MEZA Total** | | | | **$** | **22.78** |
| MOTIVATIONAL MILLENNIAL LLC | 6/14/2024 | 4024331 | 060 | $ | 2,640.00 |
| **MOTIVATIONAL MILLENNIAL LLC Total** | | | | **$** | **2,640.00** |
| MURPHY, EMMA | 6/27/2024 | 4024603 | 010 | $ | 2.41 |
| **MURPHY, EMMA Total** | | | | **$** | **2.41** |
| MUS VIL INC. | 6/14/2024 | 4024211 | 010 | $ | 35.55 |
| | 6/27/2024 | 4024576 | 010 | $ | 1,452.14 |
| **MUS VIL INC. Total** | | | | **$** | **1,487.69** |
| NADIA G MIRANDA | 6/7/2024 | 4024189 | 130 | $ | 74.37 |
| | 6/21/2024 | 4024459 | 130 | $ | 101.84 |
| **NADIA G MIRANDA Total** | | | | **$** | **176.21** |
| NORTHERN CALIFORNIA REGIONAL | 6/24/2024 | 4024492 | 670 | $ | 828,252.00 |
| **NORTHERN CALIFORNIA REGIONAL Total** | | | | **$** | **828,252.00** |
| O.T. EPOXY FLOORS INC. | 6/17/2024 | 4024359 | 210 | $ | 1,500.00 |
| **O.T. EPOXY FLOORS INC. Total** | | | | **$** | **1,500.00** |
| OFFICE DEPOT BUSINESS SOLUTION | 6/7/2024 | 4024170 | 010 | $ | 3,503.20 |
| | | 4024171 | 010 | $ | 2,889.03 |
| | | | 080 | $ | 158.47 |
| | | 4024172 | 010 | $ | 3,993.56 |
| | 6/17/2024 | 4024366 | 010 | $ | 9,368.85 |
| | 6/14/2024 | 4024207 | 010 | $ | 7,624.49 |
| | | 4024212 | 010 | $ | 2,672.00 |
| | | | 130 | $ | (257.02) |
| | | | 210 | $ | 231.46 |
| | | 4024256 | 010 | $ | 38.77 |
| | | 4024312 | 010 | $ | 737.91 |
| | | 4024335 | 010 | $ | 9,445.25 |
| | 6/27/2024 | 4024499 | 010 | $ | 3,964.14 |
| | | | 050 | $ | 401.86 |
| | | | 080 | $ | 129.90 |
| **OFFICE DEPOT BUSINESS SOLUTION Total** | | | | **$** | **44,901.87** |
| ONE STONE APPAREL INC. | 6/14/2024 | 4024229 | 088 | $ | 1,445.35 |
| | 6/21/2024 | 4024483 | 010 | $ | 1,454.44 |
| **ONE STONE APPAREL INC. Total** | | | | **$** | **2,899.79** |
| O'REILLY AUTOMOTIVE STORES INC | 6/7/2024 | 4024148 | 010 | $ | 152.48 |
| **O'REILLY AUTOMOTIVE STORES INC Total** | | | | **$** | **152.48** |
| PABLO FIENE | 6/17/2024 | 4024367 | 060 | $ | 818.38 |
| **PABLO FIENE Total** | | | | **$** | **818.38** |
| PACIFIC EDUCATORS INC. | 6/27/2024 | 4024594 | 010 | $ | 33.18 |
| **PACIFIC EDUCATORS INC. Total** | | | | **$** | **33.18** |
| PACIFIC METRO ELECTRIC, INC | 6/21/2024 | 4024460 | 210 | $ | 176,301.94 |
| **PACIFIC METRO ELECTRIC, INC Total** | | | | **$** | **176,301.94** |
| PAM L. ABERG | 6/17/2024 | 4024360 | 210 | $ | 1,187.50 |
| | 6/27/2024 | 4024512 | 210 | $ | 1,092.50 |

| Vendor Name | Date | Warrant # | Fund | Sum of Amount |
|---|---|---|---|---|
| **PAM L. ABERG Total** | | | | **$ 2,280.00** |
| PAMELA CONTRERAS | 6/14/2024 | 4024257 | 130 | $ 53.60 |
| **PAMELA CONTRERAS Total** | | | | **$ 53.60** |
| PARTRIDGE CONSULTING INC. | 6/27/2024 | 4024554 | 080 | $ 3,000.00 |
| **PARTRIDGE CONSULTING INC. Total** | | | | **$ 3,000.00** |
| PARTY FIESTA BALLOON DECOR LLC | 6/14/2024 | 4024230 | 010 | $ 278.88 |
| **PARTY FIESTA BALLOON DECOR LLC Total** | | | | **$ 278.88** |
| PATRICK MANYAK | 6/18/2024 | 4024390 | 010 | $ 410.98 |
| **PATRICK MANYAK Total** | | | | **$ 410.98** |
| PERRIN BERNANRD SUPOWITZ | 6/13/2024 | 4024202 | 130 | $ 21,605.93 |
| **PERRIN BERNANRD SUPOWITZ Total** | | | | **$ 21,605.93** |
| PG&E | 6/10/2024 | 4024196 | 010 | $ 70.14 |
| | 6/13/2024 | 4024198 | 010 | $ 225,050.70 |
| **PG&E Total** | | | | **$ 225,120.84** |
| PILOT TRAVEL CENTERS LLC | 6/14/2024 | 4024343 | 010 | $ 88.46 |
| **PILOT TRAVEL CENTERS LLC Total** | | | | **$ 88.46** |
| PIZZA MARIA | 6/14/2024 | 4024231 | 060 | $ 336.92 |
| **PIZZA MARIA Total** | | | | **$ 336.92** |
| POSITIVE PROMOTIONS INC | 6/18/2024 | 4024391 | 010 | $ 1,530.53 |
| **POSITIVE PROMOTIONS INC Total** | | | | **$ 1,530.53** |
| PRE-PAID LEGAL SERVICES INC. | 6/27/2024 | 4024595 | 010 | $ 226.81 |
| **PRE-PAID LEGAL SERVICES INC. Total** | | | | **$ 226.81** |
| PROJECT SUPPORT SERVICES INC | 6/18/2024 | 4024384 | 210 | $ 2,575.00 |
| | 6/14/2024 | 4024232 | 210 | $ 3,156.25 |
| | | 4024258 | 210 | $ 875.00 |
| | | 4024279 | 210 | $ 743.75 |
| | | 4024313 | 210 | $ 7,751.75 |
| **PROJECT SUPPORT SERVICES INC Total** | | | | **$ 15,101.75** |
| PROTECTED INSURANCE PROGRAM FO | 6/24/2024 | 4024493 | 010 | $ 159,678.17 |
| **PROTECTED INSURANCE PROGRAM FO Total** | | | | **$ 159,678.17** |
| PRSA INC | 6/14/2024 | 4024259 | 010 | $ 153.24 |
| **PRSA INC Total** | | | | **$ 153.24** |
| PSYCHED SERVICES | 6/7/2024 | 4024163 | 080 | $ 11,000.00 |
| | | 4024190 | 080 | $ 5,500.00 |
| | 6/21/2024 | 4024491 | 080 | $ 16,500.00 |
| **PSYCHED SERVICES Total** | | | | **$ 33,000.00** |
| RAFAEL PAREDES | 6/7/2024 | 4024149 | 080 | $ 38.19 |
| | 6/14/2024 | 4024297 | 080 | $ 8.71 |
| **RAFAEL PAREDES Total** | | | | **$ 46.90** |
| RECOLOGY SOUTH BAY | 6/6/2024 | 4024128 | 010 | $ 18,473.91 |
| | 6/21/2024 | 4024433 | 010 | $ 2,363.55 |
| **RECOLOGY SOUTH BAY Total** | | | | **$ 20,837.46** |
| REHON & ROBERTS APC | 6/14/2024 | 4024314 | 010 | $ 16,937.20 |
| | | | 210 | $ 350.00 |
| | 6/28/2024 | 4024619 | 010 | $ 11,625.00 |
| | | | 210 | $ 475.00 |
| **REHON & ROBERTS APC Total** | | | | **$ 29,387.20** |
| REILLY BEHAVIORAL & | 6/27/2024 | 4024513 | 080 | $ 5,743.75 |
| **REILLY BEHAVIORAL & Total** | | | | **$ 5,743.75** |
| RESOURCE AREA FOR TEACHERS | 6/7/2024 | 4024150 | 060 | $ 4,800.00 |

| Vendor Name | Date | Warrant # | Fund | Sum of Amount |
|---|---|---|---|---|
| **RESOURCE AREA FOR TEACHERS Total** | | | | **$ 4,800.00** |
| RICK DELONG | 6/21/2024 | 4024445 | 010 | $ 2,095.00 |
| | 6/27/2024 | 4024577 | 010 | $ 2,580.00 |
| | 6/28/2024 | 4024620 | 010 | $ 500.00 |
| **RICK DELONG Total** | | | | **$ 5,175.00** |
| RO HEALTH INC. | 6/7/2024 | 4024151 | 010 | $ 15,847.46 |
| | 6/27/2024 | 4024578 | 010 | $ 47,410.89 |
| **RO HEALTH INC. Total** | | | | **$ 63,258.35** |
| ROARING CAMP | 6/14/2024 | 4024233 | 060 | $ 1,538.90 |
| **ROARING CAMP Total** | | | | **$ 1,538.90** |
| ROCKETSHIP EDUCATION INC. | 6/7/2024 | 4024191 | 010 | $ 147,366.00 |
| **ROCKETSHIP EDUCATION INC. Total** | | | | **$ 147,366.00** |
| RODAN BUILDERS INC. | 6/14/2024 | 4024260 | 210 | $ 510,875.63 |
| **RODAN BUILDERS INC. Total** | | | | **$ 510,875.63** |
| RODAN ENTERPRISES INC. | 6/7/2024 | 4024152 | 060 | $ 238.81 |
| **RODAN ENTERPRISES INC. Total** | | | | **$ 238.81** |
| ROLLINS INC. | 6/21/2024 | 4024446 | 050 | $ 956.62 |
| **ROLLINS INC. Total** | | | | **$ 956.62** |
| ROSIO DELUNA | 6/21/2024 | 4024461 | 080 | $ 73.97 |
| **ROSIO DELUNA Total** | | | | **$ 73.97** |
| RUBI SOLIS | 6/7/2024 | 4024164 | 010 | $ 37.74 |
| **RUBI SOLIS Total** | | | | **$ 37.74** |
| RUSSELL SIGLER INC. | 6/21/2024 | 4024434 | 050 | $ 839.63 |
| **RUSSELL SIGLER INC. Total** | | | | **$ 839.63** |
| RW SMITH | 6/14/2024 | 4024332 | 060 | $ 23,696.18 |
| **RW SMITH Total** | | | | **$ 23,696.18** |
| SAN JOSE CHARTERS INC | 6/14/2024 | 4024280 | 060 | $ 1,802.20 |
| | 6/21/2024 | 4024416 | 010 | $ 1,450.00 |
| | | | 060 | $ 1,490.00 |
| **SAN JOSE CHARTERS INC Total** | | | | **$ 4,742.20** |
| SAN JOSE STATE UNIVERSITY | 6/21/2024 | 4024462 | 010 | $ 140.00 |
| **SAN JOSE STATE UNIVERSITY Total** | | | | **$ 140.00** |
| SAN JOSE UNIFIED SCHOOL | 6/21/2024 | 4024463 | 080 | $ 46,310.50 |
| **SAN JOSE UNIFIED SCHOOL Total** | | | | **$ 46,310.50** |
| SAN JOSE WATER COMPANY | 6/6/2024 | 4024129 | 010 | $ 41,270.73 |
| | 6/13/2024 | 4024199 | 010 | $ 180.79 |
| | 6/28/2024 | 4024625 | 010 | $ 80,786.25 |
| **SAN JOSE WATER COMPANY Total** | | | | **$ 122,237.77** |
| SANDRA SARMIENTO | 6/27/2024 | 4024514 | 060 | $ 222.84 |
| **SANDRA SARMIENTO Total** | | | | **$ 222.84** |
| SANTA CLARA COUNTY OFFICE OF | 6/7/2024 | 4024153 | 060 | $ 7,846.01 |
| | 6/14/2024 | 4024281 | 060 | $ 8,050.03 |
| | | 4024315 | 060 | $ 1,515.96 |
| | 6/27/2024 | 4024555 | 010 | $ 450.00 |
| | | | 120 | $ 360.08 |
| **SANTA CLARA COUNTY OFFICE OF Total** | | | | **$ 18,222.08** |
| SARA MEZA PADILLA | 6/14/2024 | 4024344 | 010 | $ 168.95 |
| **SARA MEZA PADILLA Total** | | | | **$ 168.95** |
| SAVE MART SUPERMARKETS | 6/7/2024 | 4024154 | 010 | $ 133.81 |
| | | | 060 | $ 198.00 |

| Vendor Name | Date | Warrant # | Fund | Sum of Amount |
|---|---|---|---|---|
| SAVE MART SUPERMARKETS | 6/7/2024 | 4024192 | 060 | $ 117.35 |
| | 6/18/2024 | 4024385 | 010 | $ 304.12 |
| **SAVE MART SUPERMARKETS Total** | | | | **$ 753.28** |
| SCHOLASTIC BOOK FAIRS | 6/14/2024 | 4024333 | 088 | $ 2,968.29 |
| **SCHOLASTIC BOOK FAIRS Total** | | | | **$ 2,968.29** |
| SCHOLASTIC INC. | 6/7/2024 | 4024155 | 060 | $ 395.06 |
| | 6/21/2024 | 4024417 | 060 | $ 250.54 |
| **SCHOLASTIC INC. Total** | | | | **$ 645.60** |
| SCHOOL NURSE SUPPLY INC. | 6/21/2024 | 4024418 | 060 | $ 537.83 |
| **SCHOOL NURSE SUPPLY INC. Total** | | | | **$ 537.83** |
| SCHOOL SERVICES OF CALIFORNIA | 6/14/2024 | 4024282 | 010 | $ 375.00 |
| | 6/27/2024 | 4024515 | 010 | $ 975.00 |
| **SCHOOL SERVICES OF CALIFORNIA Total** | | | | **$ 1,350.00** |
| SCIENCE FROM SCIENTISTS INC. | 6/18/2024 | 4024392 | 060 | $ 1,500.00 |
| **SCIENCE FROM SCIENTISTS INC. Total** | | | | **$ 1,500.00** |
| SECOND START LEARNING | 6/21/2024 | 4024419 | 080 | $ 10,896.00 |
| **SECOND START LEARNING Total** | | | | **$ 10,896.00** |
| SECURITY CONTRACTOR SERVICES | 6/27/2024 | 4024579 | 050 | $ 298.12 |
| **SECURITY CONTRACTOR SERVICES Total** | | | | **$ 298.12** |
| SELF INSURED SCHOOLS OF | 6/13/2024 | 4024203 | 670 | $ 920,084.00 |
| **SELF INSURED SCHOOLS OF Total** | | | | **$ 920,084.00** |
| SELWAY CONSTRUCTION INC | 6/27/2024 | 4024516 | 050 | $ 19,222.00 |
| **SELWAY CONSTRUCTION INC Total** | | | | **$ 19,222.00** |
| SERRANO, KATIA | 6/27/2024 | 4024556 | 130 | $ 11.39 |
| **SERRANO, KATIA Total** | | | | **$ 11.39** |
| SFCC INTERMEDIATEHOLDINGS INC | 6/18/2024 | 4024386 | 010 | $ 198.21 |
| | 6/14/2024 | 4024234 | 010 | $ 199.21 |
| | | 4024283 | 010 | $ 1,344.87 |
| **SFCC INTERMEDIATEHOLDINGS INC Total** | | | | **$ 1,742.29** |
| SHARED PLATE STRATEGIES LLC | 6/21/2024 | 4024484 | 130 | $ 344.00 |
| **SHARED PLATE STRATEGIES LLC Total** | | | | **$ 344.00** |
| SHAYLYN NORENE ORDAZ | 6/7/2024 | 4024193 | 010 | $ 16.08 |
| **SHAYLYN NORENE ORDAZ Total** | | | | **$ 16.08** |
| SHEDRA LYNN WHITE | 6/14/2024 | 4024261 | 060 | $ 504.00 |
| **SHEDRA LYNN WHITE Total** | | | | **$ 504.00** |
| SILICON VALLEY EDUCATION | 6/27/2024 | 4024517 | 060 | $ 86,053.66 |
| **SILICON VALLEY EDUCATION Total** | | | | **$ 86,053.66** |
| SIXTH DIMENSION PMCM INC | 6/18/2024 | 4024393 | 210 | $ 34,749.75 |
| **SIXTH DIMENSION PMCM INC Total** | | | | **$ 34,749.75** |
| SORENSEN, SOFIA | 6/14/2024 | 4024345 | 010 | $ 520.41 |
| **SORENSEN, SOFIA Total** | | | | **$ 520.41** |
| SOUND SOULUTIONS LLC | 6/27/2024 | 4024585 | 060 | $ 1,450.00 |
| **SOUND SOULUTIONS LLC Total** | | | | **$ 1,450.00** |
| SOUTHERN COUNTIES LUBRICANTS | 6/7/2024 | 4024156 | 010 | $ 16,950.38 |
| **SOUTHERN COUNTIES LUBRICANTS Total** | | | | **$ 16,950.38** |
| SPECTRUM CENTER INC. | 6/21/2024 | 4024464 | 080 | $ 7,058.28 |
| **SPECTRUM CENTER INC. Total** | | | | **$ 7,058.28** |
| SPRINGBOARD COLLABORATIVE | 6/27/2024 | 4024518 | 060 | $ 12,338.30 |
| **SPRINGBOARD COLLABORATIVE Total** | | | | **$ 12,338.30** |
| SPURR | 6/18/2024 | 4024370 | 010 | $ 8,589.82 |

| Vendor Name | Date | Warrant # | Fund | Sum of Amount |
|---|---|---|---|---|
| **SPURR Total** | | | | **$ 8,589.82** |
| STACEY WILLIAMS | 6/21/2024 | 4024465 | 060 | $ 612.61 |
| **STACEY WILLIAMS Total** | | | | **$ 612.61** |
| STANDARD INSURANCE CO. | 6/27/2024 | 4024596 | 010 | $ 17,712.80 |
| **STANDARD INSURANCE CO. Total** | | | | **$ 17,712.80** |
| STATE OF CALIFORNIA | 6/21/2024 | 4024466 | 010 | $ 1,698.00 |
| **STATE OF CALIFORNIA Total** | | | | **$ 1,698.00** |
| STEVEN WAYNE DOTY | 6/14/2024 | 4024316 | 050 | $ 700.00 |
| **STEVEN WAYNE DOTY Total** | | | | **$ 700.00** |
| STLR CORPORATION | 6/14/2024 | 4024235 | 010 | $ 971.25 |
| | | 4024284 | 010 | $ 370.00 |
| **STLR CORPORATION Total** | | | | **$ 1,341.25** |
| STUDIO W ASSOCIATES INC. | 6/17/2024 | 4024361 | 210 | $ 14,301.90 |
| **STUDIO W ASSOCIATES INC. Total** | | | | **$ 14,301.90** |
| SUNBELT RENTALS INC. | 6/14/2024 | 4024317 | 050 | $ 840.62 |
| | 6/21/2024 | 4024485 | 050 | $ 1,046.38 |
| | 6/27/2024 | 4024580 | 050 | $ 117.26 |
| **SUNBELT RENTALS INC. Total** | | | | **$ 2,004.26** |
| SVA ARCHITECTS INC. | 6/18/2024 | 4024387 | 210 | $ 1,350.00 |
| **SVA ARCHITECTS INC. Total** | | | | **$ 1,350.00** |
| SYSCO SAN FRANCISCO INC. | 6/13/2024 | 4024204 | 130 | $ 18,827.89 |
| **SYSCO SAN FRANCISCO INC. Total** | | | | **$ 18,827.89** |
| TALTON, VERONICA | 6/7/2024 | 4024165 | 010 | $ 63.81 |
| **TALTON, VERONICA Total** | | | | **$ 63.81** |
| TANU KOHLI | 6/18/2024 | 4024394 | 088 | $ 81.30 |
| | 6/27/2024 | 4024540 | 010 | $ 386.06 |
| **TANU KOHLI Total** | | | | **$ 467.36** |
| TARGET SPECIALTY PRODUCTS | 6/14/2024 | 4024318 | 050 | $ 753.84 |
| | 6/21/2024 | 4024435 | 050 | $ 376.93 |
| **TARGET SPECIALTY PRODUCTS Total** | | | | **$ 1,130.77** |
| TEACHER CREATED MATERIALS INC. | 6/27/2024 | 4024519 | 060 | $ 5,500.00 |
| **TEACHER CREATED MATERIALS INC. Total** | | | | **$ 5,500.00** |
| TEACHER SYNERGY LLC | 6/7/2024 | 4024157 | 060 | $ 3,150.00 |
| | 6/14/2024 | 4024285 | 060 | $ 2,400.00 |
| **TEACHER SYNERGY LLC Total** | | | | **$ 5,550.00** |
| TEAMSTERS LOCAL #150 | 6/27/2024 | 4024597 | 010 | $ 10,442.00 |
| **TEAMSTERS LOCAL #150 Total** | | | | **$ 10,442.00** |
| TEAMSTERS MANAGED TRUST FUNDS | 6/17/2024 | 4024362 | 670 | $ 243,387.00 |
| **TEAMSTERS MANAGED TRUST FUNDS Total** | | | | **$ 243,387.00** |
| TEXAS LIFE INSURANCE | 6/27/2024 | 4024598 | 010 | $ 6,942.28 |
| **TEXAS LIFE INSURANCE Total** | | | | **$ 6,942.28** |
| THAO DUONG | 6/7/2024 | 4024166 | 080 | $ 589.60 |
| **THAO DUONG Total** | | | | **$ 589.60** |
| THE CITY PEACE PROJECT | 6/14/2024 | 4024286 | 010 | $ 6,000.00 |
| **THE CITY PEACE PROJECT Total** | | | | **$ 6,000.00** |
| THE CREEKSIDE SCHOOL | 6/21/2024 | 4024420 | 080 | $ 14,910.00 |
| **THE CREEKSIDE SCHOOL Total** | | | | **$ 14,910.00** |
| THE DANIELSEN COMPANY | 6/6/2024 | 4024127 | 130 | $ 44,343.80 |
| **THE DANIELSEN COMPANY Total** | | | | **$ 44,343.80** |
| THE ENVISIONEERS INC | 6/18/2024 | 4024395 | 060 | $ 91,006.34 |

| Vendor Name | Date | Warrant # | Fund | Sum of Amount |
|---|---|---|---|---|
| **THE ENVISIONEERS INC Total** | | | | **$ 91,006.34** |
| THE GOODYEAR TIRE & RUBBER | 6/14/2024 | 4024236 | 010 | $ 3,038.92 |
| **THE GOODYEAR TIRE & RUBBER Total** | | | | **$ 3,038.92** |
| THE OUTDOOR LEARNING STORE | 6/27/2024 | 4024557 | 060 | $ 120.00 |
| **THE OUTDOOR LEARNING STORE Total** | | | | **$ 120.00** |
| THE PAPE' GROUP INC | 6/17/2024 | 4024368 | 010 | $ 300.00 |
| | 6/21/2024 | 4024421 | 010 | $ 518.88 |
| **THE PAPE' GROUP INC Total** | | | | **$ 818.88** |
| THE PROPHET CORPORATION | 6/21/2024 | 4024422 | 010 | $ 728.42 |
| **THE PROPHET CORPORATION Total** | | | | **$ 728.42** |
| THE STEPPING STONES GROUP LLC | 6/21/2024 | 4024423 | 080 | $ 141,860.75 |
| **THE STEPPING STONES GROUP LLC Total** | | | | **$ 141,860.75** |
| THINK TOGETHER | 6/18/2024 | 4024396 | 060 | $ 89,354.00 |
| | 6/21/2024 | 4024424 | 120 | $ 90,850.83 |
| **THINK TOGETHER Total** | | | | **$ 180,204.83** |
| TIERNEY LOPEZ | 6/17/2024 | 4024363 | 080 | $ 326.96 |
| **TIERNEY LOPEZ Total** | | | | **$ 326.96** |
| TINA MARIE SANDERS | 6/21/2024 | 4024467 | 130 | $ 169.51 |
| **TINA MARIE SANDERS Total** | | | | **$ 169.51** |
| TURF STAR | 6/27/2024 | 4024558 | 050 | $ 1,982.94 |
| | | 4024581 | 050 | $ 838.13 |
| **TURF STAR Total** | | | | **$ 2,821.07** |
| TUTORWORKS INC. | 6/21/2024 | 4024425 | 060 | $ 31,515.00 |
| | 6/27/2024 | 4024520 | 060 | $ 52,624.00 |
| | | 4024559 | 060 | $ 35,717.00 |
| **TUTORWORKS INC. Total** | | | | **$ 119,856.00** |
| U.S. BANK | 6/13/2024 | 4024200 | 010 | $ 11,325.85 |
| | | | 060 | $ 710.33 |
| | | | 130 | $ 721.91 |
| | | | 210 | $ 982.24 |
| | | | 120 | $ 119.99 |
| **U.S. BANK Total** | | | | **$ 13,860.32** |
| UBEO MIDCO LLC | 6/7/2024 | 4024167 | 060 | $ 354.58 |
| | | 4024194 | 010 | $ 441.65 |
| | 6/14/2024 | 4024213 | 010 | $ 452.60 |
| | | | 060 | $ 23.22 |
| | | 4024336 | 060 | $ 485.44 |
| | 6/27/2024 | 4024497 | 010 | $ 1,025.05 |
| | 6/28/2024 | 4024606 | 010 | $ 2,554.11 |
| **UBEO MIDCO LLC Total** | | | | **$ 5,336.65** |
| ULINE INC | 6/28/2024 | 4024621 | 060 | $ 15,082.20 |
| **ULINE INC Total** | | | | **$ 15,082.20** |
| UNAMESA ASSOCIATION | 6/27/2024 | 4024560 | 060 | $ 25,000.00 |
| **UNAMESA ASSOCIATION Total** | | | | **$ 25,000.00** |
| UNITED PARCEL SERVICE | 6/17/2024 | 4024369 | 010 | $ 200.95 |
| **UNITED PARCEL SERVICE Total** | | | | **$ 200.95** |
| VALLADARES, JOSHUA | 6/14/2024 | 4024262 | 080 | $ 48.91 |
| | 6/21/2024 | 4024468 | 080 | $ 3.35 |
| **VALLADARES, JOSHUA Total** | | | | **$ 52.26** |
| VALLEY TRANSPORTATION AUTH. | 6/27/2024 | 4024586 | 060 | $ 36,230.00 |

**AP Check Register - Pivot Table Summary by Vendor**
**June 2024**

| Vendor Name | Date | Warrant # | Fund | Sum of Amount |
|---|---|---|---|---|
| VALLEY TRANSPORTATION AUTH. Total | | | | $ 36,230.00 |
| VAN PELT CONSTRUCTION SERVICES | 6/14/2024 | 4024263 | 210 | $ 13,500.00 |
| VAN PELT CONSTRUCTION SERVICES Total | | | | $ 13,500.00 |
| VAZQUEZ GONZALEZ, LORENA | 6/27/2024 | 4024604 | 010 | $ 577.94 |
| VAZQUEZ GONZALEZ, LORENA Total | | | | $ 577.94 |
| VERIZON COMMUNICATIONS INC. | 6/7/2024 | 4024168 | 010 | $ 4,797.64 |
| | 6/27/2024 | 4024498 | 010 | $ (23,143.23) |
| | | | 060 | $ 32,972.14 |
| VERIZON COMMUNICATIONS INC. Total | | | | $ 14,626.55 |
| VISTA CENTER FOR THE BLIND & | 6/14/2024 | 4024287 | 080 | $ 1,187.50 |
| VISTA CENTER FOR THE BLIND & Total | | | | $ 1,187.50 |
| VOCOVISION LLC | 6/14/2024 | 4024288 | 080 | $ 54,718.01 |
| | 6/21/2024 | 4024426 | 080 | $ 26,431.13 |
| VOCOVISION LLC Total | | | | $ 81,149.14 |
| W.W. GRAINGER INC. | 6/18/2024 | 4024397 | 050 | $ 3,953.25 |
| | 6/14/2024 | 4024334 | 050 | $ 197.66 |
| | 6/21/2024 | 4024447 | 050 | $ 3,338.57 |
| | | 4024486 | 050 | $ 354.89 |
| | 6/27/2024 | 4024582 | 050 | $ 1,534.43 |
| W.W. GRAINGER INC. Total | | | | $ 9,378.80 |
| WATER QUALITY PLUMBING INC | 6/14/2024 | 4024319 | 050 | $ 795.00 |
| | 6/28/2024 | 4024622 | 050 | $ 415.00 |
| WATER QUALITY PLUMBING INC Total | | | | $ 1,210.00 |
| WEX Health Inc | 6/14/2024 | 4024264 | 670 | $ 60.00 |
| WEX Health Inc Total | | | | $ 60.00 |
| WHITE, KELSEY | 6/7/2024 | 4024169 | 010 | $ 109.14 |
| WHITE, KELSEY Total | | | | $ 109.14 |
| WOODWIND & BRASSWIND INC. | 6/27/2024 | 4024521 | 010 | $ 120.30 |
| WOODWIND & BRASSWIND INC. Total | | | | $ 120.30 |
| WOWZY CREATION CORP. | 6/27/2024 | 4024561 | 010 | $ 174.76 |
| WOWZY CREATION CORP. Total | | | | $ 174.76 |
| YENY ROSALES | 6/18/2024 | 4024388 | 010 | $ 476.90 |
| YENY ROSALES Total | | | | $ 476.90 |
| YMCA OF SILICON VALLEY | 6/21/2024 | 4024469 | 060 | $ 13,245.00 |
| | 6/28/2024 | 4024623 | 060 | $ 16,070.00 |
| | | 4024624 | 010 | $ 10,500.00 |
| YMCA OF SILICON VALLEY Total | | | | $ 39,815.00 |
| YUBICO INC. | 6/27/2024 | 4024541 | 010 | $ 4,845.32 |
| YUBICO INC. Total | | | | $ 4,845.32 |
| Grand Total | | | | $ 7,918,241.85 |

9.04

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

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION - BOARD OF EDUCATION**

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

**Subject:** **Approve Bond Contracts/Extensions**

**Staff Analysis:** The District has received a summarized list of bond contracts/extensions dates July 18, 2024.

**Recommendation:** Staff recommends approval of the Bond Contracts/Extensions.

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

To the Board of Trustees:

**Recommend Approval**

9.04
Agenda Placement

Meeting: July 18, 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**
**July 18, 2024 Board Meeting**

## BOND CONTRACTS/EXTENSIONS

| CONTRACTOR NAME | DATE OF SERVICE | | COST | PURPOSE |
|---|---|---|---|---|
| Furman Construction Inspect. | 07/19/24 | $ | 2,500.00 | Contractor will provide Inspection services for Outdoor Learning Classroom at Russo/McEntee Academy (Project #6). |

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: June 24, 2024

To the Superintendent of Schools

**Subject:** **Approve Amendment No. 1 Furman Construction Inspection Inc. Inspection Services for Outdoor Learning Classroom at Russo/McEntee Academy (Project #6).**

**Staff Analysis:** Due to an additional scope of work added by DSA for the Russo/McEntee Outdoor Classroom (project #6), additional inspection services are required. The additional work added by DSA are upgrades to the restrooms in building D, and paving and concreate work outside the school administration building to meet ADA requirement.

Total amendment amount: $2,500 dollars.

| Item | Amount |
|---|---|
| Original Contract Amount | $ 17,225.00 |
| Amendment No. 1 Amount | $ 2,500.00 |
| New Contract Amount | $ 19,725.00 |

**Recommendation:** Staff recommend the Board of Trustees approve the contract amendment for Furman Construction Inspection Inc. in the amount of $2,500 dollars, along with extending the term date to October 31, 2024 in order for the scope of work to be completed.

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

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

To the Board of Trustees: Meeting: July 18, 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 _____

**AMENDMENT NO. 1 to:**

**INDEPENDENT CONSULTANT AGREEMENT FOR PROJECT INSPECTOR SERVICES**

This Amendment No. 1 ("Amendment") amends the Independent Consultant Agreement for project inspector services ("Agreement"), which was entered into by and between the Alum Rock Union School District ("District") and Furman Construction Inspection, Inc. ("Consultant") (together, "Parties") as follows:

RECITALS

**WHEREAS,** the Parties entered into the Agreement effective as of November 21, 2023 in order for Consultant to provide Project Inspector Services ("Services"); and

**WHEREAS,** the Parties now desire to amend and supplement the Agreement to extend the term of the Agreement to October 31, 2024 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.**

A. Section 4 of the Agreement ("Term") is hereby amended to read as follows:

**DSA added the additional scope of work to the Russo/McEntee Outdoor Classroom Project: Restroom upgrades to building D, along with ADA required paving and concreate work outside the school administration building.**

| | |
|---|---|
| Original Contract Amount | $17,225.00 |
| Additional 20 Hours for Project Inspection | $ 2,500.00 |
| New Contract Total | $19,725.00 |

**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: July 10, 2024

**Alum Rock Union School District**

By: Kol S

Print Name: Kolvira Chheng

Print Title: Assistant Superintendent of Business Services

Dated: June 25, 2024

**Furman Construction Inspection, Inc.**

By: Jerry M. Furman

Print Name: Jerry M. Furman

Print Title: President

FURMAN
CONSTRUCTION INSPECTION INC.

June 18, 2024

Mr. Marc Freitas
Bonds Director
Alum Rock Union Elementary School District
2800 Ocala Ave.
San Jose, CA 95148

Re: Add service request for Inspector of Record Services at the Russo ES Outdoor Classroom, ARUESD project 06.

Dear Mr. Freitas,

Due to the DSA adding additional scope of work to the referenced project, I am requesting an additional 20 hours of project inspection time to cover the added work for a total increase of $2,500.00. This brings the overall contract amount to $19,725.00.

Please feel free to contact me if you have any questions regarding this request. 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

9.05

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

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION - BOARD OF EDUCATION**

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To the Board of Trustees: Date: **July 18, 2024**

**Subject:** **Approve/Ratify Notices of Employment and Changes of Status/July 18, 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: July 18, 2024
Regular Board Meeting

**Recommend Approval**

9.05
Agenda Placement

Imee Almazan, Ed.D., Interim Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

Motion by:_____ Seconded by:_____

Approved: _____ Not Approved: _____ Tabled:_____

**CLASSIFIED PERSONNEL – July 18, 2024**

**CLASSIFIED OFFERS OF EMPLOYMENT:**

**I. New Employee:**

| | | | |
|---|---|---|---|
| **1.** | Herrera Villarreal, Jasmine | District Operator/Receptionist/Human Resources | 06/17/2024 |

**II. Layoff:**

| | | | |
|---|---|---|---|
| **1.** | Becerra, Iliana J | Paraeducator 9.5mo/Meyer | 07/01/2024 |
| **2.** | Franco Avendano, Evelyn | Paraeducator 9.5mo/L.U.C.H.A | 07/01/2024 |
| **3.** | Lopez, Orozco Karina | Paraeducator 9.5mo/Dorsa | 07/01/2024 |
| **4.** | Praveen, Varsha | Paraeducator 9.5mo/Cassell | 07/01/2024 |
| **5.** | Trillo II, Barbara A | Paraeducator 9.5mo/Lyndale | 07/01/2024 |
| **6.** | Velez, Stephanie M | Paraeducator 9.5mo/Russo McEntee | 07/01/2024 |

**III. Retirement:**

| | | | |
|---|---|---|---|
| **1.** | Grimaldo, Jaime P | Night Custodian I – Elementary/Cureton | 08/01/2024 |
| **2.** | Sanabria, Aurora | Child Nutrition Assistant I/Russo McEntee | 07/08/2024 |
| **3.** | Zeppa, Diane | Paraeducator Special Education II/McCollam | 06/30/2024 |

**ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT-**
**HUMAN RESOURCES DEPARTMENT**
**MEETING OF THE BOARD OF TRUSTEES**
**July 18, 2024**

**CERTIFICATED OFFER OF EMPLOYMENT:**

**I. Contracts:**

| | | | |
|---|---|---|---|
| 1. | Leyva, Christopher | Irrigation/M.O.T. Department | 07/19/2024-06/30/2025 |
| 2. | Tran, Andy | Lion Dance Performer/Coach-Painter Elementary | 07/01/2024-06/30/2025 |
| 3. | Tran, Anthony | Lion Dance Performer/Coach-Painter Elementary | 07/01/2024-06/30/2025 |

**CERTIFICATED CHANGES OF STATUS:**

**II. Return from 39 ReEmployment List:**

| | | | |
|---|---|---|---|
| 1. | Hernandez, Roberto | Counselor, K-5 | 06/30/2024 |
| 2. | Paganelli, Douglas | Teacher, Middle School | 06/18/2024 |

9.06

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

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION - BOARD OF EDUCATION**

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To the Board of Trustees: Date: **July 18, 2024**

**Subject:** **CONTRACTS FOR PROFESSIONAL SERVICES – FIRMS/ORGANIZATIONS**

**Staff Analysis:**
The following contracts for professional services are being presented to the Board of Trustees for review and approval.

**Recommendation:**
Staff recommends approval of the following contracts for professional services on the attached sheet(s). Contract details are on file in the Purchasing Office.

Approved by: Minh Tang M.T. Title: Procurement Manager

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

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

**Recommend Approval**
9.06
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**
**July 18, 2024 Board Meeting**

## PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

| SCHOOL/ DEPARTMENT | DATE OF SERVICE | CONSULTANT NAME | COST | PURPOSE |
|---|---|---|---|---|
| Linda Vista<br>Suzanne Cicala | 08/01/2024-<br>06/30/2025 | Parent Institute for Quality Education | $14,500.00 | Parent Institute for Quality Education will prove its eight week Signature Family Engagement in Spanish and English for the parents of Linda Vista students. PIQE will recruit partners by phone, provide an orientation session, a series of weekly training sessions, and organize and conduct a Question-and-Answer forum with the school's leadership team, culminating in a graduation ceremony with certificates provided to parents who attend four or more sessions. The program is designed to develop skills and techniques that will empower parents to address the educational needs of their school-aged children.<br>Funding: Restricted |
| Child Nutrition Services<br>Denisse Mendez | 07/01/2024-<br>06/30/2025 | East Bay Refrigeration | $30,000.00 | East Bay Refrigeration, Inc., will provide Preventative Maintenance service on all refrigeration equipment located at the Intermediate and Elementary Schools in the Alum Rock Union Elementary School District.<br>Funding: Restricted |
| Child Nutrition Services<br>Denisse Mendez | 07/01/2024-<br>06/30/2025 | East Bay Refrigeration | $25,000.00 | East Bay Refrigeration, Inc. will provide hot equipment service repairs of kitchen equipment; ovens, warmers, convection ovens, retherm ovens, dishwashers, and steam tables. All equipment used for hating and holing food for ARUSD students for the Child Nutrition Services.<br>Funding: Restricted |

## PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

| | | | | |
|---|---|---|---|---|
| Child Nutrition Services<br>Denisse Mendez | 07/01/2024-<br>06/30/2025 | East Bay Refrigeration | $85,000.00 | East Bay Refrigeration, Inc., will provide service repairs to refrigeration and freezer equipment for all Child Nutrition Services equipment.<br>Funding: Restricted |
| Early Learning<br>Dr. Diana Ballesteros | 07/19/2024-<br>06/30/2025 | Kristi Yamaguchi's Always DREAM | MASTER | Always Dream Reading program is to increase caregiver knowledge of family reading and increase family engagement with digital books. Always Dream ensures children from low-income families have access to high-quality books in the home environment and extensive family engagement support. Schools participating: LUCHA, Hubbard Academy, Chavez Elementary, and Aptitud Academy.<br>Funding: General |
| Information Tech Support Services<br>Brett Littrell | 07/19/2024-<br>06/30/2025 | Campus Consortium Foundation | $350.00 | CCFR helps education institutions with various valuable services that include RFP writing, grant notification and help with writing, leadership coaching, and forums for collaboration nationwide with levels of education institutions.<br>Funding: General |
| Instructional Services<br>Dr. Tara Bickford | 08/01/2024-<br>06/30/2025 | Glen Price Group | $18,500.00 | GPG will facilitate a series of management meetings and support the development and initial progress monitoring of an implementation plan aligned to the district's strategic plan.<br>Funding: General |

## PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

| | | | | |
|---|---|---|---|---|
| Instructional Services<br>Dr. Tara Bickford | 07/19/2024-<br>06/30/2025 | Silicon Valley Mathematics Initiative - SVMI | $35,507.23 | SVMI will provide mathematic professional learning resources to all ARUSD teachers and administrators and in partnership with the East Side Alliance 4 days of in-person professional learning sessions for site administrators and 6 full days of in-person professional learning for 14 teacher from each of the eight TK-8 grade level bands focused on the California Math framework.<br>Funding: Restricted |
| Instructional Services<br>Dr. Tara Bickford | 08/01/2024-<br>06/30/2025 | McGraw Hill | $12,000.00 | McGraw Hill will provide two onsite PD sessions and two virtual PD sessions to teachers in grades 6th-8th to support their core English Language Arts Instructional program.<br>Funding: Restricted |
| Maintenance<br>Ed Villarreal | 07/19/2024-<br>06/30/2025 | Harry L. Murphy Inc. | $42,000.00 | Harry L. Murphy Inc. will provide repair and replacement of flooring as needed district-wide.<br>Funding: Restricted |
| Maintenance<br>Ed Villarreal | 07/19/2024-<br>06/30/2025 | Jet Mulch Inc. | $40,000.00 | Jet Mulch will provide pneumatic delivery and installation of mulches, including installing engineer wood fiber in each of the school's play boxes as needed district-wide.<br>Funding: Restricted |
| Maintenance<br>Ed Villarreal | 07/01/2024-<br>06/30/2025 | McKinley Elevator Corp. | $10,000.00 | McKinley Elevator Corp. Will provide inspection of all accessible lifts and ADA lifts as regulated by the State District-wide.<br>Funding: Restricted |

## PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

| | | | | |
|---|---|---|---|---|
| Maintenance<br>Ed Villarreal | 07/19/2024-<br>06/30/2025 | Rollins, Inc. DBA: Orkin Pest Control | $21,000.00 | Orkin Pest Control will provide pest control for all interior and exterior treatment for the kitchens, and cafeteria district-wide.<br>Funding: Restricted |
| Maintenance<br>Ed Villarreal | 07/19/2024-<br>06/30/2025 | Quick Light Recycling LLC | $5,000.00 | Quick Light Recycling Services will provide disposal containers and removal of hazardous materials such as Non-PCP Ballasts, Fluorescent Lights, Batteries, and Broken Glasses as needed District-wide.<br>Funding: Restricted |
| Maintenance<br>Ed Villarreal | 07/19/2024-<br>06/30/2025 | San Jose Boiler Works Inc. | $10,000.00 | San Jose Boiler Works provides annual boiler cleaning and maintenance service at Renaissance at Fischer.<br>Funding: Restricted |
| Maintenance<br>Ed Villarreal | 07/19/2024-<br>06/30/2025 | Water Quality Plumbing Inc. | $44,000.00 | Water Quality Plumbing will provide emergency support and repairs related to plumbing such as inspections, copper re-pipping, sewer repairs, remodeling and new construction, and water conditioning and purification.<br>Funding: Restricted |
| Maintenance<br>Ed Villarreal | 07/19/2024-<br>06/30/2025 | United Mechanicals Inc. | $20,000.00 | United Mechanicals will provide routine maintenance and service for the refrigerator and freezer units located at the District Office.<br>Funding: Restricted |

## PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

| | | | | |
|---|---|---|---|---|
| Social, Emotional, Learning<br>Dr. Annya Artigas | 08/01/2024-<br>06/30/2027 | Sandy Hook Promise Foundation | No Cost | Sandy Hook Promise Foundation will provide virtual training and support of the Say Something Anonymous Reporting System (Say Something ARS) to ARUSD students and team members. They will also manage and maintain the 24/7/365 Crisis Center App and website for students, parents, educators, and administrators to use to submit anonymous tips.<br>Funding: General |
| Special Education<br>Anthony Colonna | 07/01/2024-<br>06/30/2025 | Alette Brooks DBA: Autism Workshops | $10,000.00 | Alette Brooks will provide teacher/staff consultation and group workshops on recommended practices in the education of students within the Alum Rock District with Autism Spectrum Disorder.<br>Funding: Restricted |
| Special Education<br>Anthony Colonna | 07/19/2024-<br>06/30/2025 | Pine Hill School | $69,960.00 | Pine Hill is a certified, highly specialized nonpublic school that provides individualized instruction & behavior support services to students with autism or severe behavioral disorders. Due to the severity of students' disability, a nonpublic school placement is required. Includes EYP.<br>Funding: Restricted |
| State and Federal<br>Dr. Kiela Jimenez | 07/01/2023-<br>06/30/2024 | Language People Inc. | $9,970.00 | Contract Extension: CO 247035, Board Approved June 22, 2023. Original contract amount $47,000.00. New contract amount $56,970.00. Increase to cover April, May, and June invoices.<br>Funding: General |

## PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

| | | | |
|---|---|---|---|
| State and Federal<br>Dr. Kiela Jimenez | 08/07/2024-<br>06/30/2025 | Plushy Feely Corp. | $8,500.00 | Plushy Feely Corp will provide training on August 7, 2024, and two coaching calls for ARUSD elementary expanded learning programs (ASES/ELOP) in alignment with the district SEL program for the 2024-2025 school year. Up to 60 attendees.<br>Funding: Restricted |
| State and Federal<br>Dr. Kiela Jimenez | 08/01/2024-<br>06/30/2025 | GKS Education DBA: Sylvan Learning | $99,000.00 | Sylvan Learning offers SylvanSync and AceIT programs. They will provide tutoring services in reading or math to ARUSD students 2nd-8th grade for centrally organized student groups (Migrant, Foster, or Mckinney Vento) or at any interested district schools during the 2024-2025 school year.<br>Funding: General |
| State and Federal<br>Dr. Kiela Jimenez | 04/01/2024-<br>06/30/24 | Tutorworks Inc. | $27,313.00 | Contract Extension: CO 247289, Board Approved August 10, 2023. Original contract amount $37,818.00. New contract amount $65,131.00. Additional instructional services for the months of April, May and June. (This is for 13 sessions at Adelante II.)<br>Funding: Restricted |
| State and Federal<br>Dr. Kiela Jimenez | 04/01/2024-<br>06/30/2024 | Tutorworks Inc. | $20,673.84 | Contract Extension: CO 247290, Board Approved August 10, 2023. Original contract amount $42,356.16. New contract amount $67,568.16. Additional instructional services for the months of April, May and June. (This is for 13 sessions at Lyndale.)<br>Funding: Restricted |

## PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

| | | | | |
|---|---|---|---|---|
| Student Services<br>Jesus Araujo | 07/18/2024-<br>06/30/2027 | 1x2 Global LLC | $21,410.89 | 1x2 Global will provide ARUSD a comprehensive AED management program. They will manage the districts online portal for AED inspections, manage school staff inspectors and contractors, respond to equipment and program issues via phone or website and conduct a one-year in-person inspection.<br>Funding: General |
| Student Services<br>Jesus Araujo | 07/19/2024-<br>06/30/2025 | YMCA of Silicon Valley – Project Cornerstone | $11,550.00 | Project Cornerstone will support in ARUSD's efforts to provide a positive school climate by conducting workshops/ engagement programs for staff, parents and students on various topics including Asset Building Champions (ABC), Los Dichos and SEL Program (Social Emotional Learning).<br>Funding: General |

# 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: Suzanne Cicala, Linda Vista Principal

Re: Parent Institute of Quality Education (PIQE)

Date: June 17, 2024

---

**Description of services being provided:**
Parent Institute of Quality Education (PIQE) will provide its Signature Family Engagement in Spanish AND English for the parents of Linda Vista students. PIQE will recruit parents by phone, provide an Orientation session, a series of weekly training sessions, organize and conduct a Question-and-Answer forum with the school's leadership team, culminating in a graduation ceremony with certificates provided to parents who attend four or more sessions.

The Family Engagement Program educates, empowers, and inspires families to take an active role in their student's education while building community and a peer-to-peer network. Families are engaged in programming that encourages fostering a positive educational environment at home and at school to increase academic success.

- 8-week program | Once a week, 75 minute-sessions virtual
- Includes Social Emotional and Digital Literacy Components
- Families better understand how to navigate the school system, access relevant information for student success, and college admission requirements

**Recommendation:**
The Linda Vista staff and School Site Council strongly recommends the Board of Trustees approve the contract with Parent Institute of Quality Education (PIQE). The total cost of this contract is $14,500.

# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

## INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Linda Vista (School/Dept.) VENDOR NO. _____

Submitted by: Suzanne Cicala, Principal

☑ **Independent Contract** ☐ **MOU**

☐ Master Contract

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

Name of Individual/Company: Parent Institute for Quality Education (PIQE)

Address: 22 West 35th St., Suite 201 City: National City State: CA Zip: 91950

Phone: ( 619. ) 420-4499 Email Address: cmaxwell@piqe.org

SSN: _____ or Fed I.D. #: 33-0259359

**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").

**Parent Institute for Quality Education will provide its eight week Signature Family Engagement in Spanish AND English for the parents of Linda Vista students. PIQE will recruit parents by phone, provide an Orientation session, a series of weekly training sessions, organize and conduct a Question-and-Answer forum with the school's leadership team, culminating in a graduation ceremony with certificates provided to parents who attend four or more sessions. The program is designed to develop skills and techniques which will empower parents to address the educational needs of their school-aged children.**

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

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

☑ b. **Other:** $ 14,500 (describe rate agreement) flat fee for up to 50 parents, two classes per sch

5. **BUDGET CODE:**

| FD | RESC | PY | OBJECT | SUB-OBJ | GOAL | FCTN | COST-CNTR | LOC | PROG | $AMOUNT | BUS. OFC Initials |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 060 | ~~9010~~ 3010 | 0 | 5815 | 00 | 1110 | 1000 | 000000 | 020 | 1190 | $14,500 | 7/31/24 |
| | | | | | | | | | | | 7/5/24 |
| | | | | | | | | | | | |

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

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

**CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING**

# SERVICES ACCEPTANCE MEMORANDUM OF UNDERSTANDING

**To:** Dr. Imee Almazan

**From:** Christan Maxwell, Executive Director

**Date:** June 14, 2024

NOW, THEREFORE, in consideration of the recitals and mutual obligations of the parties herein expressed, The Parent Institute for Quality Education (PIQE) and Alum Rock School District for Linda Vista Elementary School agree as follows:

RECITALS

A. Scope of Services: PIQE will provide its **Signature Family Engagement in Spanish AND English** the parents of the children enrolled in the school identified. PIQE will recruit parents by phone, provide an Orientation session, a series of weekly training sessions, organize and conduct a Question-and-Answer forum with the school's leadership team, culminating in a graduation ceremony with certificates provided to parents who attend four or more sessions. The program is designed to develop skills and techniques which will empower parents to address the educational needs of their school-aged children.

B. Time of Class: Morning _____ Evening ___x__(6:00p-7:15p PST)__

C. Type of Class: Virtual (V) __x___, Hybrid (H) ____x____, In-Person (P) _____

**In Person:** Morning or Evening - PIQE will offer a class in the starting with the Orientation through Graduation ceremony.

**Virtual** – PIQE will offer online through the Zoom platform during the evenings starting with the Orientation and finishing with a Graduation ceremony.

**Hybrid** – PIQE will offer online through the Zoom platform from Orientation through week six, Principal Dialogue and Graduation ceremony will be in person.

D. Virtual and Hybrid Services: For virtual services, PIQE will support families to get on to the Zoom platform and with online connectivity and navigation.

E. Session Dates: TBD



© PIQE 2022

F. Compensation: a fee of $_14,500 for Family Engagement. Each additional class will be $3,000___ for up to 30 parents in the same program. The minimum number of parents to open a class in any language is 15.

G.

H. Cancellation: A class that does not have the minimum number of parents needed to keep the class open might be cancelled by mutual agreement on or before class #3; no classes can be cancelled on or after class #4, in case this happens, the school would have to pay the cost of the agreed class referred in the compensation described above.

Location: Online

School funding: _____

In addition, where the PIQE program is provided in person, the school will make childcare arrangements to have it available to families as well as provide refreshments to the parents.

Copyright Protections: PIQE owns all products and all content in the program(s), including without limitation the information, materials, text, graphics, protocols and the selection and organization thereof ("content"). The content is protected by copyright laws of the United States and other countries and may not be used, copied, distributed, displayed, modified, reproduced, published, posted or reverse engineered in whole or in part without the prior written permission of PIQE. ***Initials:*** _____

I accept these services at _____Linda Vista_____ under the terms and conditions noted.

_____ _____

Dr. Imee Almazan Date

Parent Institute Representative: Ms Christan Maxwell

Ms. Christan Maxwell Executive Director

**Parent Institute for Quality Education**
**22 West 35th St., Suite 201, National City, CA 91950**
**Telephone: 619.420.4499**
**www.piqe.org**



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# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

## Board Ready Memo (contracts under $100K)

To: Superintendent

From: Denisse Mendez, Director of Child Nutrition Services

Re: Contract Approval- East Bay Refrigeration, Inc

Date: July 18, 2024

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Description of services being provided:

The Child Nutrition Services Program would like to establish a Preventative Maintenance Program for all refrigeration and freezer equipment located at all school sites. East Bay Refrigeration Inc. provides competitive and comprehensive services to support the maintenance of all units that includes but not limited to service cleaning condenser, motors, checking hinges, and door gaskets, and resetting defrost time clocks as needed. Maintenance will be provided district-wide two times during the school year on all units.

Recommendation:

Staff recommends that the Board of Trustees approve the contract with East Bay Refrigeration, Inc in the amount of $30,000 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: Child Nutrition Services (School/Dept.) VENDOR NO. 300730

Submitted by: Denisse Mendez, 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: Mike Fiandor, Owner/ East Bay Refrigeration, Inc.

Address: 25149 Pleasant Way City: Hayward State: CA Zip: 94545

Phone: ( 510 ) 967-9912 Email Address: ebr0012@gmail.com

SSN: _____ or Fed I.D. #: 46-2466291

**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").

East Bay Refrigeration, Inc., will provide Preventive Maintenance service on all refrigeration equipment located at the Intermediate and Elementary Schools in the Alum Rock Union Elementary School District. Scope of work: cleaning the condensers, oiling motors, checking hinges, door gaskets and resetting frost time clocks. See attachment.

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:** $ 135.00 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:** $ 70.00 (describe rate agreement) Truck Fee

Twice a year preventative service per equipment

5. **BUDGET CODE:**

| FD | RESC | PY | OBJECT | SUB-OBJ | GOAL | FCTN | COST-CNTR | LOC | PROG | $AMOUNT | BUS. OFC Initials |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 130 | 5310 | 0 | 5650 | 00 | 0000 | 3700 | 000000 | 480 | 3700 | $30,000.00 | 7/1/2024 |
| | | | | | | | | | | | |
| | | | | | | | | | | | |

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**

***East Bay Refrigeration, Inc.***
25149 Pleasant Way
***Hayward, CA 94545***
***Tel: (510) 967-9912***
***CSLB License # 850485***
***Insured •Bonded***

May 30, 2024

RE: Preventive Maintenance Proposal for all Intermediate and Elementary Schools in the Alum Rock Union Elementary School District

Dear Customer,

East Bay Refrigeration proposes to provide preventive maintenance service on all refrigeration equipment located at the Intermediate and Elementary Schools in the Alum Rock Union Elementary School District. The scope of work will consist of cleaning the condensers, oiling motors, checking hinges and door gaskets, and resetting defrost time clocks as needed. Checking electrical components, freon levels, and microprocessors. No water filters or parts are included in this price. East Bay Refrigeration will provide a list of problems diagnosed for each unit, if any, and recommend the repair be made at an additional cost.

We will service the equipment every four (4) months. The amount should not exceed the following prices for each location.

$350
Adelante Dual Language Academy, Lyndale Elementary, Learning in Urban Community with high Achievement, and San Antonio Elementary.

$475
Ocala STEAM Academy, Horace Cureton Elementary, Adelante II Academy, Hubbard Media Arts Academy, Aptitude Academy, AJ Dorsa Elementary, Donald Myer Elementary, Millard McCollam Elementary, Sylvia Cassell Elementary, Ryan STEAM Academy, and Russo STEAM Academy.

$640
Linda Vista Elementary School, and Cesar Chavez Elementary School.

$750
Renaissance Academy at Fisher, Joseph George Middle School, and Renaissance Academy at Mathson, and William Sheppard Middle School/Ben Painter Elementary School.

Cleaning material will be an addition, should not exceed $125.00 for each location. And in addition, a 70.00 truck charge per location. Ice machine cleaning is not included in this proposal. This price does not include service calls and/or repairs, as needed. Our hours of operation are 7am to 4pm Monday through Friday.

Limited Warranty: All materials, parts and equipment are warranted by the manufacturers' or suppliers' written warranty only. East Bay Refrigeration, Inc. makes no other warranties, expressed, or implied. Its agents or technicians are not authorized to make any such warrantied on behalf of East Bay Refrigeration, Inc.

***East Bay Refrigeration, Inc.***
25149 Pleasant Way
***Hayward, CA 94545***
***Tel: (510) 967-9912***
***CSLB License # 850485***
***Insured •Bonded***

Thank you for giving East Bay Refrigeration the opportunity to provide Alum Rock Union Elementary School District with superior service and sensible solutions. Should you have any questions, please do not hesitate to contact me at (510) 967-9912.

Sincerely,

Mike Fiandor
East Bay Refrigeration

Customer Signature _____ Date 7/1/24

Denisse Mendez _____ Print Name

CNS Director _____ Title

If accepted, please sign and email ebr9912@gmail.com. Valid for 30 days from 5/30/2024.

Limited Warranty: All materials, parts and equipment are warranted by the manufacturers' or suppliers' written warranty only. East Bay Refrigeration, Inc. makes no other warranties, expressed, or implied. Its agents or technicians are not authorized to make any such warrantied on behalf of East Bay Refrigeration, Inc.

# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

## Board Ready Memo (contracts under $100K)

To: Superintendent

From: Denisse Mendez, Director of Child Nutrition Services

Re: Contract Approval-East Bay Refrigeration, Inc

Date: July 18, 2024

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Description of services being provided:

The Child Nutrition Services Department (CNS) requires services to repair Hot Equipment kitchen: Ovens, warmers, retherm ovens, convection ovens, dishwashers, and steam tables to support student meal services. The service will be provided district-wide on an as-needed basis. It is necessary for the district to maintain a contract with reliable company that has been responsive, reasonable, and capable of providing repair services within 24 hours.

Recommendation:

Staff recommends that the Board of Trustees approve the contract with East Bay Refrigeration, Inc. in the amount of $25,000 for the 2024-2025 fiscal year.

# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

## INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Child Nutrition Services (School/Dept.) VENDOR NO. 300730

Submitted by: Denisse Mendez, 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: Mike Fiandor, Owner/ East Bay Refrigeration, Inc.

Address: 25149 Pleasant Way City: Hayward State: CA Zip: 94545

Phone: ( 510 ) 967-9912 Email Address: ebr9912@gmail.com

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

**Mutually agree and promise as follows:**

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

Provide service repairs for Hot Equipment Units: ovens, warmers, retherm ovens, dishwasher, and steam tables. All equipment used for Heating and Holding Food for ARUSD students, for the Child Nutrition Services.

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:** $ 135.00 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:** $ 70.00 (describe rate agreement) Truck Fee

$25,000.00

5. **BUDGET CODE:**

| FD | RESC | PY | OBJECT | SUB-OBJ | GOAL | FCTN | COST-CNTR | LOC | PROG | $AMOUNT | BUS. OFC Initials |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 130 | 5310 | 0 | 5815 | 00 | 0000 | 3700 | 000000 | 480 | 3700 | $25,000.00 | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |

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

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

**CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING**

***East Bay Refrigeration, Inc.***
25149 Pleasant Way
***Hayward, CA 94545***
***Tel: (510) 967-9912***
***CSLB License # 850485***
***Insured •Bonded***

May 24, 2024

RE: Alum Rock Union Elementary School District service repair labor rates for hot side equipment

Dear Customer,

East Bay Refrigeration proposes to provide service repairs to Alum Rock Union Elementary School District. Note we have a two-hour minimum for all inspections.

| | |
|---|---|
| Labor per hour | $135.00 |
| Truck | $70.00 |

Any additional parts needed for repairs or replacement parts needed would be quoted including taxes.
Thank you for giving East Bay Refrigeration the opportunity to provide Alum Rock Union Elementary School District with superior service and sensible solutions. Our hours of operation are 7am to 4pm Monday through Friday. Should you have any questions, please do not hesitate to contact me at (510) 967-9912.

Sincerely,

Mike Fiandor
East Bay Refrigeration

Customer Signature _____ Date 7/1/24

Denisse Mendez _____ Title Child Nutrition Services Director

Print Name

If accepted, please sign and email ebr9912@gmail.com. Valid for 30 days from 05/24/2024.

Limited Warranty: All materials, parts and equipment are warranted by the manufacturers' or suppliers' written warranty only. East Bay Refrigeration, Inc. makes no other warranties, expressed, or implied. Its agents or technicians are not authorized to make any such warrantied on behalf of East Bay Refrigeration, Inc.

# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

## Board Ready Memo (contracts under $100K)

To: Superintendent

From: Denisse Mendez, Director of Child Nutrition Services

Re: Contract Approval-East Bay Refrigeration, Inc

Date: July 18, 2024

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Description of services being provided:

The Child Nutrition Services Department (CNS) requires services to repair kitchen refrigeration and freezer equipment to support student meal services. The service will be provided district-wide on an as-needed basis. It is necessary for the district to maintain a contract with a reliable company that has been responsive, reasonable, and capable of providing repair services within 24 hours.

Recommendation:

Staff recommends that the Board of Trustees approve the contract with East Bay Refrigeration, Inc. in the amount of $85,000 for the 2024-2025 fiscal year.

# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

## INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Child Nutrition Services (School/Dept.) VENDOR NO. 300730

Submitted by: Denisse Mendez, 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: Mike Fiandor, Owner/ East Bay Refrigeration, Inc.

Address: 25149 Pleasant Way City: Hayward State: CA Zip: 94545

Phone: (510) 940-8917 Email Address: ebr9912@gmail.com

SSN: _____ or Fed I.D. #: 46-2466291

**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").

Provide service repairs to all Child Nutrition Services refrigeration and freezer equipment across the district. Services will include but not limited to removal/repair/replacement of equipment parts and labor.

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:** $ 135.00 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:** $ 70.00 (describe rate agreement) Truck Fee

$85,000.00

5. **BUDGET CODE:**

| FD | RESC | PY | OBJECT | SUB-OBJ | GOAL | FCTN | COST-CNTR | LOC | PROG | $AMOUNT | BUS. OFC Initials |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 130 | 5310 | 0 | 5660 | 00 | 0000 | 3700 | 000000 | 480 | 3700 | $60,000.00 | |
| 130 | 5310 | 0 | 4370 | 00 | 0000 | 3700 | 000000 | 480 | 3700 | $25,000.00 | 4/1/24 |
| | | | | | | | | | | | |

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

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

**CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING**

***East Bay Refrigeration, Inc.***
25149 Pleasant Way
***Hayward, CA 94545***
***Tel: (510) 967-9912***
***CSLB License # 850485***
***Insured •Bonded***

May 20, 2024

RE: Alum Rock Union Elementary School District service repair labor rates

Dear Customer,

East Bay Refrigeration proposes to provide service repairs to Alum Rock Union Elementary School District. Note we have a two-hour minimum for all inspections.

| | |
|---|---|
| Labor per hour | $135.00 |
| Truck | $70.00 |

Any additional parts needed for repairs or replacement parts needed would be quoted including taxes.

Thank you for giving East Bay Refrigeration the opportunity to provide Alum Rock Union Elementary School District with superior service and sensible solutions. Our hours of operation are 7am to 4pm Monday through Friday. Should you have any questions, please do not hesitate to contact me at (510) 967-9912.

Sincerely,

Mike Fiandor
East Bay Refrigeration

Customer Signature _____ Date 7/1/24

Print Name _____ Title AVS Director

If accepted, please sign and email ebr9912@gmail.com. Valid for 30 days from 05/20/2024.

Limited Warranty: All materials, parts and equipment are warranted by the manufacturers' or suppliers' written warranty only. East Bay Refrigeration, Inc. makes no other warranties, expressed, or implied. Its agents or technicians are not authorized to make any such warrantied on behalf of East Bay Refrigeration, Inc.

# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

## Board Ready Memo (contracts under $100K)

To: Superintendent

From: Dr. Dianna Ballesteros, Director of Early Learning DJB

Re: Kristi Yamaguchi's Always Dream Contract for the 2024-2025 School Year

Date: 6/24/2024

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Description of services being provided:

The Kristi Yamaguchi's Always Dream program ensures children from low-income families have access to high quality books and in the home environment & extensive family engagement support. This is done by providing access to quality eBooks and technology for families to read together in the home. Families will be provided with education in book sharing strategies and training in technology for mobile devices. The 2024 program participation will consist of the following schools from ARUESD: LUCHA-(1) Kinder;(1) Transitional Kinder, Hubbard Academy- (1) T4/TK;(2) Kindergarten, Chavez Elementary-(2) Kindergarten;(1) Transitional Kindergarten; (2) Pre-K SDC, and Aptitud Academy- (1) Kindergarten;(1) Transitional Kindergarten. All hardware devices provided for purposes of the program are owned by Alum Rock School Union Elementary School District (ARUESD). Always Dream will provide access to an online digital library for each participating student.

Recommendation:

Staff recommends the Board of Trustees approve the contract with Kristi Yamaguchi's Always Dream for the 2024-2025 school year. The total school partnership commitment cost is $31,350 that will be funded by each participating school site.

# 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. 300425

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: Kristi Yamaguchi's Always Dream

Address: 125 Railroad Ave., Ste. 203 City: Danville State: CA Zip: 94526

Phone: ( 650 ) 644-9156 Email Address: Lori@alwaysdream.org

SSN: _____ or Fed I.D. #: 94-3255817

**Mutually agree and promise as follows:**

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on July 19, 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").
Always Dream Reading program goal is to increase caregiver knowledge of family reading and increase family engagement with digital books. Always Dream ensures children from low-income families have access to high quality books in the home environment and extensive family engagement support. Schools participating: LUCHA Hubbard Academy, Chavez Elementary, Aptitud Academy 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:** $_____ 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:** $ MASTER contract (describe rate agreement) The total school partnership commitment cost is $31,350 that will be funded by each site as described in Attachment A. LUCHA-$5,700 (UPK);Hubbard $8,550 (Title 1); Chavez-$11,400 (CSI); Aptitud- $5,700 (LCREST)

5. **BUDGET CODE:**

| FD | RESC | PY | OBJECT | SUB-OBJ | GOAL | FCTN | COST-CNTR | LOC | PROG | $AMOUNT | BUS. OFC Initials |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 010 | 0000 | 0 | 5815 | 00 | 0001 | 1000 | 000050 | 065 | 7221 | MASTER | 7/3/24 |
| | | | | | | | | | | | |
| | | | | | | | | | | | |

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**

Kristi Yamaguchi's
ALWAYS DREAM

**Memorandum of Understanding Between**
**Always Dream and**
**Alum Rock Union Elementary School District**

The purpose of this Memorandum of Understanding ("MOU") is to define the terms of programs and services provided by Kristi Yamaguchi's Always Dream ("AD") to Alum Rock Union Elementary School District ("ARUESD") in San Jose, CA from July 19, 2024, through June 30, 2025. AD will provide their Always Reading™ program, which entails the use of technology resources, digital and traditional books, and family engagement strategies for the home environment.

## I. Background

**Mission**: Kristi Yamaguchi's Always Dream ensures children from low-income families have access to high quality books in the home environment and extensive family engagement support.

Our ultimate impact is for children to have increased access to high quality books and shared reading practices to foster their literacy development, reading proficiency, and success in and out of school.

The goal of AD's Always Reading™ program is to increase caregiver knowledge of family reading and increase family engagement with books. We do this by providing access to quality eBooks and technology for families to read together in the home environment. The program includes providing families with education in book sharing strategies paired with training in technology for mobile devices. The program will launch in July 2024 and conclude in May 2025. AD will implement a program evaluation process to gather data and other information during the program that will inform any adjustments that need to be made for future implementations. The 2024-2025 program launch will consist of the following classrooms from ARUESD:

A. Learning In An Urban Community With High Achievement ("LUCHA") - (1) one Kindergarten; (1) one Transitional Kindergarten
B. Hubbard Media Arts Academy - (1) one T4/TK; (2) two Kindergarten
C. Chavez Elementary School - (2) two Kindergarten; (1) one Transitional Kindergarten; (2) two small Pre-K SDC
D. Aptitud Community Academy - (1) one Kindergarten; (1) one Transition Kindergarten

## II. Always Reading™ Program Components

A. High quality books via a digital library and hard copy books
B. Parent education and support
C. Technology through hardware, software and internet access for the digital library

## III. Always Reading™ Program Outcomes

A. Increase parent knowledge of family reading
   1. Parents/caregivers have an increased understanding of the power of family reading
   2. Parents/caregivers have an increased knowledge of read aloud strategies
   3. Parents/caregivers see themselves as critical components in establishing child's reading routines
B. Increase family engagement with books
   1. Parents/caregivers find it easier to engage with their child in reading time
   2. Families spend more time reading aloud
   3. Children show greater interest in reading

## IV. Responsibilities of Both Parties

A. AD agrees to provide:

1. A digital tablet with Wi-Fi capabilities for each kindergarten and transitional kindergarten student that agrees to "opt-in" to the Always Reading™ program to use during the course of the program; Those families without Wi-Fi access at home will be provided with a data-enabled device;

2. In the event of breakage, loss, or theft of the device, AD will be responsible for providing another device to the family to use for the program;

3. Access to an online digital library on the digital tablet for each TK and kindergarten student that agrees to "opt-in" to the Always Reading™ program; Access will be provided to the student until July 31, 2025;

4. High-quality, age-appropriate books in English and Spanish within the digital library platform; 6-8 hardcopy books will be gifted to each student for their home library;

5. Education/information for families on using/caring for the device, book-sharing and other early literacy strategies;

6. Provide Spanish-speaking translation for virtual Parent Kick-off Orientation and virtual Mid-Program Parent Ed Session; provide translation services for the year-end celebration if it is a virtual event;

7. Ongoing support for families through phone, email, text or in-person check-ins;



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**(Responsibilities of Both Parties – *continued*)**

8. Teachers and Principals with student/family data around engagement in the program (e.g., # books read, minutes read, other);

9. Feedback to teachers and staff about any site-specific implementation issues that arise for a timely resolution;

10. Expense reimbursement for office supplies or food purchased for the parent/caregiver education sessions;

11. A $500 stipend to a specified program "lead" (to be identified by the school);

B. ARUESD and participating school(s) agrees to:

1. "Back To School Night" or TK/Kinder Orientation – set aside 5-10 minutes for the Book Coach or classroom teacher to provide an overview of the Always Reading program;

2. Designate a program "lead" at the school to be the primary contact for the AD Book Coach and facilitate tasks in support of the program (as outlined in this section);

3. The identified lead and classroom teachers participate in an orientation call prior to program launch;

4. Facilitate the distribution and collection of "opt-in" paperwork from families;

5. Request parents/caregivers attend the following events:
   - Virtual Parent Kick-off Orientation (late Sept./early Oct. 2024)
   - Virtual Mid-program Parent Ed Session (late Jan./early Feb. 2025)
   - Virtual or In-person Year-end Celebration at the school (late April/early May 2025)

6. Provide space on campus for the in-person Year-end Celebration at the school (late April/early May 2025, if applicable);

7. Provide Spanish-speaking translation for the in-person Year-end Celebration at the school (late April/early May 2025);

8. Provide AD Book Coach support to follow-up with Spanish-speaking families, as needed, via a parent liaison or other member of the school community;



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## V. (Responsibilities of Both Parties – *continued*)

1. Classroom teachers to support the program implementation process by:
   - Being present at each of the 3 meetings above (at their own school).
   - Champion this program with parents and/or caregivers; encourage families to read at home with students using the program.
   - Work with AD staff when issues arise to resolve them quickly and seamlessly.
   - Be available to participate in 1-2 meetings with the AD Book Coach to provide insights and feedback during the term of this agreement.

2. Principal and other site leadership to champion the program and support teachers, as needed;

3. Assist local AD staff with onboarding of devices/materials once delivered to the school, prior to the launch training. For example, inventory tablets, charge tablets, sort and assemble book bags, handouts and gifted books - all in preparation for launch training;

4. Support AD in our evaluation efforts by participating in, and encouraging families to participate in surveys and/or focus groups;

## VI. Financial Contribution

Please refer to Attachment A for the costs of implementing the Always Reading™ program at each school and the corresponding direct program contributions funded by the district or each site within ARUESD.

These partner contributions will help to offset a portion of the expenses associated with the digital library and services provided as part of the program in 2024-2025. Each year, AD's sustainability relies on partners' contributions and collaboration in finding resources to support AD's work.

Payment Schedule: Payment due within 30 days of execution of this MOU.

Payable To: Always Dream; EIN: 94-3255817

Payment Address:
Attn: Lori Yamaguchi, Director of Programs
Always Dream
125 Railroad Avenue, Suite 203
Danville, CA 94526



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## VII. Hardware & Digital Library Subscription

A. All hardware devices provided for purposes of the program are owned by AD. Participating families will agree to make reasonable efforts to maintain the good condition of the device when they "opt in" to the program.

B. AD will provide the license for the digital library platform for each participating student.

## VIII. Terms of Service

A. Agreement Term

The term of this Agreement is for a period of 12 months and may be extended or modified upon written mutual agreement. Date range: July 19, 2024 through June 30, 2025.

B. General schedule of program milestones:

1. April 2024 - Always Reading Onboarding meeting for principals and teachers in preparation for fall 2024
2. End of August - Opt-In paperwork completed by families
3. Late September/Early October - Program launch
4. November 2024 – Teacher Post-launch meeting with AD Book Coach
5. Late January/Early February 2025 - Mid-program
6. Late April/early May 2025 Program concludes
7. Mid-May – Post-program survey completed by families; focus groups take place (if necessary)

C. 2025-2026 School Year – Following the fulfillment of this agreement, both parties will assess the possibility of continuing with the program. An extension would require mutual agreement between parties and a new MOU would be executed.

## IX. Data Sharing Agreement

A. During the Agreement, Parents will opt-in to the Always Reading Program and provide AD permission to access their child's reading data through the digital library application, as well as performance on reading assessments for the purpose of analyzing program effectiveness.

B. Data Sharing of student information shall be kept confidential in accordance with the Family Educational Rights and Privacy Act (FERPA) and regulations adopted pursuant to that Act; the Individuals with Disabilities Education Act as Amended (IDEA) and regulations adopted thereunder; and applicable District policies regarding the disclosure of personally identifiable information from students' education records. The U.S. Department of Education's Family Policy Compliance Office has recognized that public school districts can designate other entities, including vendors and consultants, as "school officials". The District has determined that AD personnel acting pursuant to this Agreement perform a special task for the benefit of the students and/or families of the District and may be granted access to educational records. The AD personnel acting pursuant to this Agreement are hereby designated as "school officials" for purposes of this Agreement in order to receive access to educational records of students participating in the program that is the subject of this Agreement. The AD personnel will not disclose student educational records it receives to any third party, except with the prior written consent of the District, student and/or parent, as applicable. AD agrees that it will use student



Doc ID: fdf7a8a166d1266f0d104a11802220f7ba30d4a4f

**ATTACHMENT A (as of 4-23-24)**

Financial Contribution

The following table outlines the full cost of implementing the Always Reading™ program during the 2024-2025 school year within ARUESD, as well as the partnership contribution commitment amount for by each site:

| School Name | SY 24-25 Direct Costs | Total Direct Cost | School Partnership Commitment | Funding Source |
|---|---|---|---|---|
| LUCHA Elementary | 2 classrooms at $11,400 each | $22,800 | $5,700 (25%) | Early Learning-Universal Pre-Kindergarten (UPK) |
| Hubbard Media Arts Academy | 3 classrooms at $11,400 each | $34,200 | $8,550 (25%) | Site based-Title 1 |
| Chavez Elementary | 4 classrooms at $11,400 each* | $45,600 | $11,400 (25%) | Site based-CSI Comprehensive Support and Improvement |
| Aptitud Community Academy | 2 classrooms at $11,400 each | $22,800 | $5,700 (25%) | Site based-LCREST Literacy Coaches and Reading Specialists Educator Training |
| **ARUSD FY2025 Contribution** | | $125,400 | $31,350 | |

*Note: Chavez has 2 small Pre-K SDC classrooms that are combined into 1 classroom for purposes of calculating the direct program costs

# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

## INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Instructional Services (School/Dept.) VENDOR NO. 300729

Submitted by: Sandra Garcia

☑ **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: Glen Price Group

Address: 719 El Cerrito Plaza City: El Cerrito State: CA Zip: 94530

Phone: (_____) Email Address: aaron@glenpricegroup.com

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

**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").
GPG will facilitate a series of management meetings and support the development and initial progress monitoring of an implementation plan aligned to the district's strategic plan.

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:** $18,500.00 (describe rate agreement) Flat Fee

5. **BUDGET CODE:**

| FD | RESC | PY | OBJECT | SUB-OBJ | GOAL | FCTN | COST-CNTR | LOC | PROG | $AMOUNT | BUS. OFC Initials |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 010 | 0000 | 0 | 5815 | 00 | 0000 | 7100 | 000000 | 710 | 7110 | $ 18,500.00 | 7/10/24 |
| | | | | | | | | | | | |
| | | | | | | | | | | | |

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**

Glen Price Group

# GPG Scope of Work for ARUSD Strategic Plan Monitoring Support: FY 2024-25

GPG will work closely with the Assistant Superintendent of Instructional Services to hold regular meetings to review Implementation Plan progress (i.e., activities completed and measures of success) and next steps, and to identify any necessary changes to the plan. These meetings may include Directors and other staff responsible for implementing specific initiatives identified in the Implementation Plan. In collaboration with the Assistant Superintendent of Instructional Services, GPG will produce an end-of-year presentation and memo to the Board of Trustees.

Specific activities in FY 2024-25 may include:

1. Informing efforts to communicate the district's whole child and whole community definitions and approach
2. Helping to design sessions at management retreats and department meetings:
    a. Beginning of the year: to engage staff in planning for annual strategic plan priorities including aligning with SPSA and department priorities
    b. Mid-year: to reflect on progress made (e.g., heat mapping the current status of activities), celebrate successes, and adjust plans for the remainder of the year as needed
3. Holding meetings with key individuals (e.g., Department heads, Principal groups) at the end of the year to document strategic plan implementation progress and priorities for 2025-26
4. Helping to clarify how ARUSD measures implementation progress and impact, including how LCAP measures relate to the strategic plan
5. Developing an end-of-year presentation and memo for the Board of Trustees summarizing implementation progress in 2024-25.

## Timeframe

The scope of work will be completed between August 1, 2024 and June 30, 2025.

## Cost Estimate

Flat fee of $18,500.

# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

## Board Ready Memo (contracts under $100K)

To: Imee Almazan, Ed.D., Interim Superintendent

From: Brett Littrell, Chief Technology Officer

Re: Campus Consortium Membership

Date: 7/9/2024

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Description of services being provided:

Campus Consortium is a non-profit education sector focused organization that helps educational institutions with various valuable services.

These services include: RFP writing, grant notification and help with writing, leadership coaching, forums for collaboration nationwide with all levels of educational institutions.
Cost for Service is : $350

Recommendation:

Staff Recommends the board approve this contract for 1 year at a cost of $350.00.

# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

## INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Information Tech Support Services (School/Dept.) VENDOR NO. _____

Submitted by: Brett Littrell, Chief Technology Officer

☐ **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: Campus Consortium Foundation

Address: 2595 Interstate Drive, Suite 103 City: Harrisburg State: PA Zip: 17110

Phone: ( 216 )5899 626 x 339 Email Address: jennifer.brown@campusconsortium.org

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

**Mutually agree and promise as follows:**

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on July 19, 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").

CCF helps education institutions with various valuable services that include RFP writing, grant notification and help with writing, leadership coaching, and forums for collaboration nationwide with levels of education institutions.

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:** $350.00 (describe rate agreement) _____

5. **BUDGET CODE:**

| FD | RESC | PY | OBJECT | SUB-OBJ | GOAL | FCTN | COST-CNTR | LOC | PROG | $AMOUNT | BUS. OFC Initials |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 010 | 0000 | 0 | 5815 | 00 | 0000 | 7700 | 000000 | 460 | 7900 | $350.00 | 2/15/24 |
| | | | | | | | | | | | |
| | | | | | | | | | | | |

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

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

**CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING**

Campus Consortium
FOUNDATION

## MEMBER WELCOME LETTER

06/04/2024

Brett Littrell

Alum Rock Union School District

2930 Gay Ave,

San Jose, CA 95127

Dear Brett,

Congratulations Brett ("Member", "you" or "your") for joining Campus Consortium Foundation ("CCF"), serving nonprofit organizations, educational institutions, and underserved communities since 2003.

The CCF mission advances education by helping educational institutions develop strategy, solve problems, manage change, access innovation, and sustain operations through respectful collaboration, sharing and leadership. Member institutions access all CCF programs and services, engage with member committees, participate in research, and contribute to thought leadership.

I think you will find CCF to be a supportive, positive, and productive education community. Please indicate your acceptance of the agreement by returning a signed copy. It is my pleasure to welcome you to CCF and to thank you for being part of our community!

Sincerely,

Karl J. Horvath, Ph.D.
President and CEO
Campus Consortium Foundation

## MEMBERSHIP TERMS

1. **Scope and Fee:**

| |
|---|
| |

2. **Membership Fee and Payment:**

i. Members agree to pay an annual membership fee as described in the Scope and Fee. Fees are due upfront upon signing up for membership.

ii. Membership fees are subject to change by CCF and will be applicable following notice to the Member.

iii. Membership fee payments shall be non-refundable and membership is non-transferable.

iv. If Member fails to pay any amount due hereunder, CCF may at its sole discretion, without incurring obligation or liability to Member or any third party, discontinue services and terminate Member's access to Service.

3. **Term and Termination**

   a. **Term:** Membership will run for a term of one year ("Term") and will be renewed automatically unless terminated by either party. This agreement shall become effective upon signature by the authorized signatories of the Member.

   b. **Termination:**

      i. Upon the election of either party to not renew this agreement;

      ii. CCF may terminate this agreement immediately in the event Member fails to pay any fees when due;

      iii. In the event either party commits a material breach of a term or condition of this membership and that a breach has not been completely cured within a reasonable time period;

      iv. In the event either party becomes insolvent or otherwise becomes unable to pay its debts when due, makes an assignment for the benefit of its credits, or declares bankruptcy;

      v. CCF shall have the right, upon sixty (60) days prior written notice, to dissolve CCF.

4. **Member participation:**

Members can contribute and participate in CCF community engagement activities, services programs and special events. Benefits include:

- Thought leadership via quarterly EdTech reports and monthly webinars.
- Invitation to author blog posts, articles, and to provide industry insights.
- Contribute to success stories and conference presentations.
- Collaborate in publishing research articles and white papers.
- Contribute to industry research through surveys and opinion polls.

5. **Diversity, equity and inclusion (DEI):** At CCF we focus on DEI as it relates to nonprofit technology. With the increased emphasis of online learning, remote services and the mobile workforce, we help members of the nonprofit community understand accessibility and DEI as it relates to cloud applications, instructional technology and user experience. CCF does not discriminate against people or groups including people of different genders, races, ethnicities, abilities and disabilities, religions, cultures, ages, and sexual orientations and people with diverse backgrounds, experiences, and skills and expertise.

6. **Confidential Information:** "Confidential Information" means all information or material that has or could have commercial value or other utility in the business or prospective business of either party. "Confidential Information" includes all information of which unauthorized disclosure could be detrimental to the interests of either party whether or not such information is identified as "Confidential Information" by CCF. "Confidential Information" includes plans, software, client information, marketing plans, logins and passwords, business plans, financial information, and other information disclosed or submitted, orally, in writing, or by any other media, between the parties. CCF and Member shall instruct their agents, employees, and consultants not to disclose Confidential Information to other parties except as is reasonably necessary in connection with services under this agreement.

7. **Warranties; Disclaimers: Limitation of Liability**

   a. CCF and Member represent to the other that: (1) it has the right and power to enter into and perform the agreement without the consent of any third party; (2) it is duly organized and validly existing under the laws of the state in which it was formed. CCF represents that it is authorized to conduct non-profit activities in accordance with its mission. Member represents that it has a valid ownership or licensed interest in and to any trademark, copyright, patent or other intellectual property provided to CCF.
   b. THE SERVICES AND ANY MATERIALS AND INFORMATION ARE PROVIDED "AS IS", "AS AVAILABLE", "WITH ALL FAULTS" AND WITHOUT WARRANTY OF ANY KIND. CCF will not be liable for any damages arising out of Member's use of any Confidential Information. CCF may refer to programs and products that are not currently for sale, so any disclosure of such information is neither an offer for sale nor a solicitation for business. CCF may change or cancel its plans at any time, so any use by Member of Confidential Information is solely at Member's own risk. Except as expressly provided otherwise herein, neither this agreement, nor any disclosure of Confidential Information hereunder, in any way: (i) grants to either party any right or license under any copyright, patent, or trademark now or hereafter owned or controlled by the other party; (ii) obligates either party to disclose or receive any Confidential Information, perform any work, enter into any license, business engagement, or other agreement; (iii) limits either party from developing, manufacturing, acquiring, or marketing products or services; (iv)

limits either party from assigning or reassigning its employees in any way; (v) creates any joint relationship or authorizes either party to act or speak on behalf of the other; or (vi) limits either party from entering into any business relationship with any other party.

c. IN NO EVENT WILL CCF BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS, BUSINESS INTERRUPTION, AND LOSS OF REPUTATION) ARISING OUT OF OR RELATING TO THE SERVICES, INFORMATION OR MEMBERSHIP. THE MAXIMUM AGGREGATE LIABILITY OF CCF (AND ITS OFFICERS, DIRECTORS, MEMBERS, MANAGERS, EMPLOYEES AND AGENTS) SHALL BE LIMITED TO THE FEES PAID BY MEMBER IN THE YEAR IN WHICH THE CLAIM AROSE.

## 8. General

a. Use of Name and Logo. Unless otherwise agreed, the parties may use each other company name and logo anywhere where, and in a consistent manner as, similar parties' names and logos are displayed. Any use of a party's logo shall be subject to the then current logo and trademark usage guidelines of the party. Parties may decline to display their company logo if it, in its sole discretion, determines that it cannot reasonably meet the requirements of the party's logo and trademark usage guidelines.

b. Force Majeure. The parties will not incur liability to each other for failing to perform any obligation under the agreement if such failure results from a force majeure or any force beyond their reasonable control.

c. Governing Law. The agreement is governed by the laws of Pennsylvania, exclusive of its choice of law provisions. A party must bring any suit, action, or other proceeding arising out of or related to the Agreement in the state or federal courts sitting in Pennsylvania. Each party hereby consents to the personal jurisdiction of such courts. Each party represents that such venue is a convenient forum.

d. Entire Agreement. This agreement, including all attachments hereto constitutes the entire agreement between the parties hereto and supersedes all previous letters, understandings, or verbal agreements, which relate to the services to be provided by CCF to Client. No modification of the agreement shall be binding on the parties hereto unless such modification is in writing and duly signed by each party.

e. Costs. Unless otherwise agreed by the parties in writing, Member and CCF will each pay their own expenses, including without limitation computer hardware, software, travel and living, etc., in connection with activities under this agreement.

f. Attorney Fees. If any legal action is necessary to enforce the agreement, the prevailing party will be entitled to reasonable attorney fees in addition to any other relief to which that party may be entitled.

g. Assignment. Member may not assign or otherwise transfer its rights or delegate its duties or obligations under this agreement without the prior written consent of CCF. Any attempt to do so will be void.
h. Relationship of Parties. This agreement shall not establish any relationship of partnership, joint venture, employment, franchise or agency between the Parties. Nothing in this agreement shall be construed to prohibit or restrain the entry by any Member into any separate contract or agreement with other Members or third parties on any terms.

After you have reviewed this letter and the Membership Terms, please sign in the space below.

We look forward to working with you.

Agreed by:

_____

_____

_____

# 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. 022870

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: Silicon Valley Mathematics Initiative, LLC (SVMI)

Address: 6980 Santa Tereasa Blvd, Suite #100 City: San Jose State: CA Zip: 95119

Phone: ( 408 ) 776-1645 Email Address: cdimas@svmimac.org

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

**Mutually agree and promise as follows:**

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on July 19, 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").

SVMI will provide access to mathematic professional learning resources to all ARUSD teachers and administrators and in partnership with the session East Side Alliance. Additionally, they will provide 4 days of in-person professional learning for site administrators and 6 full days of in-person professional learning for grade level lead teachers from each school focused on the California Math framework.

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:** $35, 507.23 (describe rate agreement) _____

5. **BUDGET CODE:**

| FD | RESC | PY | OBJECT | SUB-OBJ | GOAL | FCTN | COST-CNTR | LOC | PROG | $AMOUNT | BUS. OFC Initials |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 060 | 6266 | 0 | 5815 | 00 | 1110 | 1000 | 030200 | 305 | 7395 | $35,507.23 | 7/10/24 |
| | | | | | | | | | | | |
| | | | | | | | | | | | 7/10/24 |

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**

**CONTRACT AGREEMENT**

**Between**

**Alum Rock Union School District and The Silicon Valley Mathematics Initiative, LLC**

This document is to serve as an Agreement between Alum Rock Union School District (ARUSD) and the Silicon Valley Mathematics Initiative, LLC (SVMI). The effective dates of this Agreement shall be July 1, 2024, through June 30, 2025.

## 1. Deliverables

**Part 1: SVMI Membership for 2024-2025**

- The Silicon Valley Mathematics Initiative annual membership allows all ARUSD educators access and use of the PL and resources listed in Appendix A.

**Part 2: In-Person Professional Learning (PL) Sessions for Administrators as Instructional Leaders in partnership with members of the East Side Alliance.**

- Sessions will focus on ways administrators can support and provide feedback to teachers that are using high-leverage instructional routines and student work to guide instruction.
- A portion of these sessions will be dedicated to observing live lessons and discussing the type of feedback needed to move learning forward.
- There will be 6 cohort of administrators for Alum Rock USD, Berryessa USD, East Side UHSD, Franklin-McKinley SD, Mount Pleasant ESD, and Orchard SD. Each cohort will meet either in the AM or in the PM over the course of 4 days in the Fall of 2024.

**Part 3: In-Person Professional Learning (PL) Sessions for Teachers in partnership with members of the East Side Alliance.**

- Sessions will focus on using student work to guide instruction, materials and resources rooted in CA Mathematics Framework, and facilitating live lessons co-taught by participating teachers.
- There will be 8 strands of targeted PL for teachers in Kindergarten, Grade 1, Grade 2, Grade 3, Grade 4, Grade 5, Grade 6, and Grade 7/8 from Alum Rock USD, Berryessa USD, Franklin-McKinley SD, Mount Pleasant ESD, and Orchard SD.
- SVMI will provide 1 facilitator/coach for 6 full days of in-person professional learning (PL) for each of the 8 grade levels/courses (T/K,1, 2, 3, 4, 5, 6, & 7/8). Each grade-level cohort would be limited to approximately 14 teachers.

| School District | # of teachers allotted for the Lab School PL |
|---|---|
| **Alum Rock USD** | **4 teachers from K, 1, 2, 3, 4, 5, 6, and 7/8 for a total of up to 32 teachers from Alum Rock USD** |
| Berryessa USD | 3 teachers from K, 1, 2, 3, 4, 5, 6, and 7/8 for a total of up to 24 teachers from Berryessa USD. |
| Franklin-McKinley SD | 4 teachers from K, 1, 2, 3, 4, 5, 6, and 7/8 for a total of up to 32 teachers from Franklin-McKinley SD. |
| Mt. Pleasant ESD | 2 teachers from K, 1, 2, 3, 4, 5, 6, and 7/8 for a total of up to 16 teachers from Mt. Pleasant ESD. |
| Orchard SD | 1 teacher from K, 1, 2, 3, 4, 5, 6, and 7/8 for a total of up to 8 teachers from Orchard SD. |

## 2. Funding and Payment

ARUSD shall pay up to **$35,507.23** for the service deliverables above.

**Part 1: SVMI Membership for 2024-2025**
ARUSD agrees to pay the SVMI membership of **$7,000** for the 2024-2025 school year. Payment is due by July 31, 2024.

**Part 2: In-Person Professional Learning (PL) Sessions for Administrators as Instructional Leaders**
ARUSD agrees to pay a cost-sharing portion of $21,600 based on ADA amongst districts in the East Side Alliance (Alum Rock USD, Berryessa USD, East Side UHSD, Franklin-McKinley SD, Mount Pleasant ESD, and Orchard SD). The amount due by the district is **$3,821.52.**

| Part 2: Admin PL | ADA***** | % | $ |
|---|---|---|---|
| **Alum Rock USD** | **8807** | **17.69%** | **$3,821.52** |
| Berryessa USD | 5940 | 11.93% | $2,577.47 |
| East Side UHSD | 24514 | 49.25% | $10,637.06 |
| Franklin-McKinley SD | 8107 | 16.29% | $3,517.77 |
| Mt. Pleasant ESD | 1648 | 3.31% | $715.10 |
| Orchard SD | 763 | 1.53% | $331.08 |
| Total | 49779 | 100.00% | $21,600.00 |

*****from EdData

**Part 3: In-Person Professional Learning (PL) Sessions for Teachers**
ARUSD agrees to pay a cost-sharing portion of $86,400 based on the up to allotment of teachers per district amongst participating members in the East Side Alliance (Alum Rock USD, Berryessa USD, Franklin-McKinley SD, Mount Pleasant ESD, and Orchard SD). The amount due by the district is **$24,685.71**.

| Part 3: Lab School Teacher PL | # of teachers | % of Shared MOU | $ |
|---|---|---|---|
| **Alum Rock USD** | **32** | **28.57%** | **$24,685.71** |
| Berryessa USD | 24 | 21.43% | $18,514.29 |
| Franklin-McKinley SD | 32 | 28.57% | $24,685.71 |
| Mt. Pleasant ESD | 16 | 14.29% | $12,342.86 |
| Orchard SD | 8 | 7.14% | $6,171.43 |
| Total | 112 | 100.00% | $86,400.00 |

As part of this MOU, SVMI, LLC shall invoice ARUSD 4 times.

- By July 31, 2024, for **$7,000** for SVMI Membership.
- By August 31, 2024, for **$14,253.61** (50% of both Part #2 and Part #3)
- By October 31, 2024, for **$1,910.76** (50% of Part #2)
- By January 31, 2025, for **$12,342.86** (50% of Part #3)

## 3. Indemnification

Alum Rock Union School District and SVMI, LLC mutually agree to indemnify and to hold harmless the other party from damage to persons or property resulting from any act or omission on the part of each party, its employees, agents, or officers.

## 4. Entire Agreement

This Contract Agreement and the Attachment hereto constitutes the entire agreement of the parties concerning the deliverables described herein.

# 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. 02181

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: McGraw Hill LLC

Address: 8787 Orion Place City: Columbus State: OH Zip: 43240

Phone: ( 650 ) 291-6986 Email Address: jess.livoti@mheducation.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 19, 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").

McGraw Hill will provide two onsite PD sessions and two virtual PD sessions to teachers in grades 6th-8th to support their core English Language Arts instructional program.

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:** $ 12,000 (describe rate agreement) _____

5. **BUDGET CODE:**

| FD | RESC | PY | OBJECT | SUB-OBJ | GOAL | FCTN | COST-CNTR | LOC | PROG | $AMOUNT | BUS OFC Initials |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 060 | 6266 | 0 | 5815 | 00 | 1110 | 1000 | 030200 | 305 | 7395 | $12,000 | 7/2/24 |
| | | | | | | | | | | | |
| | | | | | | | | | | | 7/3/24 |

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**

Supplier: McGraw Hill LLC
School District: Alum Rock Union Elementary School District
Project Title: Professional Development – CA StudySync

This Agreement dated as of June 11, 2024, between McGraw Hill LLC ("MHE"), located at 8787 Orion Place, Columbus, OH 43240 and Alum Rock Union Elementary School District ("ARUESD"), located at 2930 Gay Ave, San Jose, CA 95127, is as follows:

1. Scope of Work: MHE agrees to provide professional development according to the specific parameters outlined below.
2. Term of Agreement: August 2024 – June 2025
3. Tentative Date of Service: August 29 from 3:00 – 5:00 pm.
4. Cost of Service: $3,500 per trainer
5. Professional Development includes:
    - In person refresher training for Middle School CA StudySync and introduction to the updated digital platform.
    - Unlimited access to webinars
6. Invoice(s) shall be sent by MHE to ARUESD following each session(s)
7. Attachments:
    - W-9
    - MH Terms of Service
    - MH Terms of Use
    - Certificates of Insurance
        - Liability Insurance with full endorsements naming ARUSD as an additional insured (including sexual misconduct)
    - Addendum #1
        - Redlines to insurance requirements
8. Any additional work to be performed by MHE or changes to this Agreement shall be documented in a written addendum to the Agreement and must be agreed upon in writing by authorized representatives of both parties.

Signature Page Follows

Alum Rock Unified Elementary School District
("ARUESD")

By: Dr. Tara Bickford
Name: Dr. Tara Bickford
Title: Director, Academic Services
Address: Alum Rock Union School District

Email: tara.bickford@arusd.org

Date: 06 / 25 / 2024

McGraw Hill LLC
("MHE")

By: Kimberly O Harvey
Name: Kimberly Harvey
Title: Vice President Strategic Services
Address: 8787 Orion Place
Columbus, OH 43240
Email:
bidsandcontracts@mheducation.com
Date: 6/11/2024

Because learning changes everything.®

## QUOTE PREPARED FOR:

Alum Rock Union Sch Dist
2930 GAY AVE
SAN JOSE, CA 95127-2322
ACCOUNT NUMBER: 243366

## CONTACT:

Tara Bickford
tara.bickford@arusd.org
(408) 928-6800

## SUBSCRIPTION/DIGITAL CONTACT:

Tara Bickford
tara.bickford@arusd.org
(408) 928-6800

## SALES REP INFORMATION:

Jess Livoti
jess.livoti@mheducation.com
(650) 291-6986

| Section Summary | Value of All Materials | Free Materials | Product Subtotal |
|---|---|---|---|
| Professional Development Onsite & Online Training GR6-12 ELA | $12,000.00 | $0.00 | $12,000.00 |
| **PRODUCT TOTAL*** | **$12,000.00** | **$0.00** | **$12,000.00** |
| ESTIMATED S&H** | | | $0.00 |
| ESTIMATED TAX** | | | $0.00 |
| **GRAND TOTAL*** | | | **$12,000.00** |

* Price firm for 90 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

**Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes shown are only estimates. If applicable, actual tax charges will be applied at time of order.

Comments:

**PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER**

**SEND ORDER TO:** McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-780-0246 | Fax: 1-866-513-8081

QUOTE DATE: 05/24/2024
QUOTE NUMBER: MROSS-05242024042439-001
ACCOUNT NAME: Alum Rock Union Sch Dist
ACCOUNT #: 243366
EXPIRATION DATE: 08/22/2024

Because learning changes everything.®

| Product Description | ISBN | Qty | Unit Price | Free Materials | Line Subtotal |
|---|---|---|---|---|---|
| **Professional Development Onsite & Online Training GR6-12 ELA** | | | | | |
| PROF LRN FULL DAY ONLINE TRAINING TWO 2 HOUR SESSIONS GRADES 6-12 ELA | 978-1-26-422391-6 | 2 | $2,500.00 | $0.00 | $5,000.00 |
| PROFESSIONAL LEARNING ONSITE DAY 6-12 ELA | 978-1-26-422392-3 | 2 | $3,500.00 | $0.00 | $7,000.00 |
| | | | **Professional Development Onsite Training GR6-12 ELA Subtotal:** | **$0.00** | **$12,000.00** |

**PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER**

**SEND ORDER TO:** McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-780-0246 | Fax: 1-866-513-8081

QUOTE DATE: 05/24/2024
QUOTE NUMBER: MROSS-05242024042439-001

ACCOUNT NAME: Alum Rock Union Sch Dist
ACCOUNT #: 243366

EXPIRATION DATE: 08/22/2024

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

To: Imee Almazan, Ed.D. Superintendent

From: Ed Villarreal, Director of Maintenance, Operation and Transportation

Re: Contract Approval- Harry L. Murphy, Inc.

Date: July 8, 2024

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*Summary:*
It is necessary for the District to maintain a contract with a flooring company that can repair and/ or replace flooring as needed at various sites District-wide. Harry L. Murphy, Inc. has been a very responsible and responsive company.

*Recommendation:*
Staff recommends that the Board of Trustees approve the contract with Harry L. Murphy, Inc., for $42,000.00 for the Fiscal Year 2024-2025.

**ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT**

**AGREEMENT FOR REPAIR AND MAINTENANCE PROJECTS**

TO: DIVISION OF BUSINESS SERVICES

CONTRACT NO: _____

FROM: Maintenance, Operations & Transportation (M.O.T.)

INDIVIDUAL/COMPANY NAME: **Harry L. Murphy, Inc.**

VENDOR NO: 12641

ADDRESS: 42 Bonaventura Drive, San Jose, CA 95134

FAX NUMBER: (408) 955-1111

TELEPHONE NUMBER: (408) 955-1100

TAX ID NUMBER: _____

E-Mail: Angie@harrylmurphy.com

**BOARD APPROVAL DATE:** July 18, 2024

**CONTRACT TERM:** From July 19, 2024 – June 30, 2025

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

A. One-line description for the Governing Board report: **Provide services that include repair and/or replacement of flooring as needed district-wide.**

B. Full description of services to be provided and expected results (e.g. services, materials, products and/or reports). Attach Scope of work, proposals exhibit and other pertinent documentation.

**BUDGET CODE:**

| FD | RESC | PY | OBJECT | SB-OB | GOAL | FCTN | CST-CTR | LOC | PROG | AMOUNT |
|---|---|---|---|---|---|---|---|---|---|---|
| 140 | 0000 | 0 | 5815 | 00 | 0000 | 8100 | 000000 | 450 | 8131 | $42,000.00 |
| | | | | | | | | | | |
| | | | | | | | | | | |

**Program Manager/Principal** _____ **Date:** 7/8/24

**Superintendent** _____ **Date:** _____

**Fiscal Approval** Maria Vento **Date:** 7/8/24
*Accountant*

**Director of Fiscal Services** _____ **Date:** 7/9/24

**Asst Supt, Bus Services** _____ **Date:** 7/9/24

**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 (Form B-210) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

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

_____ b. **Flat Rate:** $_____ to be the total payment to the Contractor including travel and/or other expenses.

__X__ c. **Other:** $42,000.00 (NTE) FY: 2024-2025

DocuSign Envelope ID: AB0D9245-8392-44EB-963D-140401D2E921

HLM INC.
HARRY L. MURPHY INC.
COMMERCIAL FLOOR COVERINGS
EST. 1947

70 ANNIVERSARY

CONTRACTORS LICENSE # C-15 145985
NEW DIR # 1000004204 Exp. 6/30/2020

| DATE | SALES PERSON |
|---|---|
| 6/28/2024 | MARIO SAUCEDO |

# Proposal

| CUSTOMER | | PROJECT | |
|---|---|---|---|
| **Company:** | Alum Rock Union School District | **Project Name:** | Alum Rock Union School District |
| **Address:** | 2930 Gay Ave, San Jose, CA 95127 | **Address:** | 2930 Gay Ave, San Jose, CA 95127 |
| **Attn:** | Ed Villarreal | **Project Contact:** | Ed Villarreal |
| **Phone #** | 408-928-6872 | **Phone Number:** | 408-928-6872 |
| **Email:** | ed.villarreal@arusd.org | | |

**UNION SHOP * BONDABLE PRICES * APPRENTICESHIP TRAINING**

SCOPE OF WORK

Supply and install Commercial Flooring.

SECTIONS: ADDENDA:

| Item | Amounts | Description | Break Down (If Required) |
|---|---|---|---|
| | | Labor Rates<br>Regular Time - $172.00/hr<br>Time and 1/2 - $232.00/hr<br>Double Time - $256.00/hr | |
| | | TOTAL PRICE | |

**Please call or email with any questions or concerns!**

OUR CARPET AND RUBBER RECYCLING PROGRAM PROMOTES AWARENESS TO OUR ENVIRONMENTAL RESPONSIBILITY!

***Inclusions:*** Minimal prep (light sweeping, fill hairline cracks), install weekday hours (M-F 5:00am - 5:00pm).

***Exclusions:*** Any overtime or premium hours; demolition of existing flooring; excessive preparation work (floating, leveling, grinding, etc.); concrete vapor control, final sealing, waxing, protection and cleaning, and any phasing of the project outside that specified in the contract documents.

***NOTE:***

Concrete moisture testing is not included in this price. Costs for Relative Humidity and/or Calcium Chloride Tests are charged at $100 per test. Neither relative humidity, nor calcium chloride, tests will not predict any future occurrence of moisture activity in the concrete, but will only give you a picture of the moisture content at the time of the test. Harry L. Murphy, Inc. is not responsible for any failures due to moisture.

***Authorization of the proposal:***

When the Owner/Owners Representative signs this proposal it will be treated as a binding contract. Only after Harry L. Murphy, Inc. receives a copy of this signed document will the process of submittals and ordering of material proceed. By signing this proposal, the owner/owners representative agrees to invoice terms of NET 30 DAYS.

***By signing this proposal the owner/owners' representative agrees to all terms and conditions set forth by this contract.***

Signature: _____

Date: 7/8/24

**42 BONAVENTURA DR. SAN JOSE, CA. 95134 PH. 408.955.1100 FAX 408.955.1111**

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 - Jet Mulch, Inc.

Date: June 27, 2024

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***Summary:***
The District has a frequent need to refill play structures' ground coverings district-wide with wood fiber for the safety of children when using playgrounds. Jet Mulch, Inc. has demonstrated that it is responsive, responsible, and cost-effective to serve our District's needs.

The District had reached out to various companies, and based on pricing, experience, and reliability, the staff recommends contracting with Jet Mulch, Inc.

***Recommendation:***
Staff recommends that the Board of Trustees approve the contract with Jet Mulch, Inc., for $40,000.00 for Fiscal Year 2024-2025.

# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

## AGREEMENT FOR REPAIR AND MAINTENANCE PROJECTS

TO: DIVISION OF BUSINESS SERVICES

CONTRACT NO: _____

FROM: **Maintenance, Operations & Transportation (M.O.T.)**

INDIVIDUAL/COMPANY NAME: **Jet Mulch, Inc.**

VENDOR NO: **15755**

ADDRESS: **P. O. Box 1667, Capitola, CA 95010**

FAX NUMBER: _____

TELEPHONE NUMBER: **1-866-306-8524**

E-Mail: info@jetmulch.com; ariana@jetmulch.com

TAX ID NUMBER: _____

**BOARD APPROVAL DATE:** **July 18, 2024**

**CONTRACT TERM:** From: **July 19, 2024 – June 30, 2025**

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

**A.** One-line description for the Governing Board report: **Provide pneumatic delivery and installation of mulches, including installing engineer wood fiber in each of the school's play boxes as needed district-wide.**

B. Full description of services to be provided and expected results (e.g. services, materials, products and/or reports). Attach Scope of work, proposals exhibit and other pertinent documentation.

**BUDGET CODE:**

| FD | RESC | PY | OBJECT | SB-OB | GOAL | FCTN | CST-CTR | LOC | PROG | AMOUNT |
|---|---|---|---|---|---|---|---|---|---|---|
| 050 | 8150 | 0 | 5815 | 00 | 0000 | 8100 | 000000 | 450 | 8130 | $40,000.00 |
| | | | | | | | | | | |
| | | | | | | | | | | |

**Program Manager/Principal:** _____ **Date:** 6/26/24

**Superintendent:** _____ **Date:** _____

**Fiscal Approval:** Maria Perez **Date:** 7/8/24
*Accountant*

**Director of Fiscal Services** _____ **Date:** 7/9/24

**Asst Supt, Bus Services** _____ **Date:** 7/9/24

**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 (Form B-210) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

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

_____ b. **Flat Rate:** $_____ to be the total payment to the Contractor including travel and/or other expenses.

__X__ c. Other: **$40,000.00 (NTE)** FY: **2024 – 2025**




License #C27-800650
DGS SBE #4245
DIR #1000006584

## Scope of work

Jetmulch, Inc. provides pneumatic delivery & installation of Mulches.
We will be installing Engineer wood fiber in each of your playboxes.

**How it works:** We blow material from our blower trucks spraying every corner beautifully.

**Your order:** Material- Engineer wood fiber
**District:** Alum Rock Union School District
**Location: AS PER ALUM ROCK'S DIRECTIONS**
**SAT/SUN OT RATE: 195.00 PER HOUR**
**RATE PER YARD: $44.95 Plus Local Sales tax**
Fuel Surcharge: 9.75%

**Total: N/A**

**P.O Box 1667, Capitola, CA 95010 *(866)306-8524**

WWW.JetMulch.com

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 - McKinley Elevator Corporation

Date: July 8, 2024

***Summary:***
McKinley Elevator Corporation has been a reliable and responsive company that has worked with the district for a few years. The District is required to provide inspections of ADA Lifts as regulated by the State. These lifts are required by law and must be inspected in order to ensure the safety of our students and staff members at various sites district-wide.

***Recommendation:***
Staff recommends that the Board of Trustees approve the contract with McKinley Elevator Corporation for $10,000.00 for the fiscal year 2024 – 2025.

## ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

## AGREEMENT FOR REPAIR AND MAINTENANCE PROJECTS

TO: DIVISION OF BUSINESS SERVICES

CONTRACT NO: _____

FROM: **Maintenance, Operations & Transportation (M.O.T.)**

INDIVIDUAL/COMPANY NAME: **McKinley Elevator Corporation**

VENDOR NO: 18744

ADDRESS: **17611 Armstrong Avenue, Irvine, CA 92614**

TELEPHONE NUMBER: **1-949-735-0401**

FAX NUMBER: _____

TAX ID NUMBER: **55-0880265**

E-Mail: scott.moon@mckinleyelevator.com

**BOARD APPROVAL DATE:** **June 27, 2024**

**CONTRACT TERM:** From **July 1, 2024 – June 30, 2025**

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

**A.** One-line description for the Governing Board report: **Provide required inspection of all accessible lifts and ADA lifts as regulated by the State district-wide.**

B. Full description of services to be provided and expected results (e.g. services, materials, products and/or reports). Attach Scope of work, proposals exhibit and other pertinent documentation.

**BUDGET CODE:**

| FD | RESC | PY | OBJECT | SB-OB | GOAL | FCTN | CST-CTR | LOC | PROG | AMOUNT |
|---|---|---|---|---|---|---|---|---|---|---|
| 050 | 8150 | 0 | 5815 | 00 | 0000 | 8100 | 000000 | 450 | 8130 | $10,000.00 |
| | | | | | | | | | | |
| | | | | | | | | | | |

**Program Manager/Principal** _____ **Date:** 7/8/24

**Superintendent** _____ **Date:** _____

**Fiscal Approval** Maria Nevoh **Date:** 7/8/24
*Accountant*

**Director of Fiscal Services** _____ **Date:** 7/9/24

**Asst Supt, Bus Services** _____ **Date:** 7/9/24

**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 (Form B-210) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

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

_____ b. **Flat Rate:** $_____ to be the total payment to the Contractor including travel and/or other expenses.

__X__ c. **Other:** $10,000.00 (NTE) FY: 2024 – 2025

McKinley
ELEVATOR
CORPORATION

# SERVICE AGREEMENT

**Wheelchair Lift**

We agree to inspect and service your equipment as described on the Service Check List. No repair or service other than normal schedule service shall be performed without first acquiring authorization from your company. If necessary repairs are authorized at the time of normal maintenance, this work shall be performed at the current hourly labor rate.

Scheduled service rates are based on performing the service on all units on a one (1) trip basis. Charge for the regular Scheduled Service Program is per unit per call. The customer will be billed after each service call. Additional service calls not scheduled under this agreement will be billed at the prevailing rate.

McKinley Elevator Corporation employs trained technicians. All inspections and adjustments covered by this agreement will be made in a workmanlike manner, however as all machinery is subject to wear and tear and various working conditions, over which McKinley Equipment Corporation has no control, we disclaim any responsibility for injury to persons or property, either directly or indirectly by reason of accidents caused by the equipment under this agreement.

It is presumed that the customer will cooperate with our servicemen in providing a clear working area for servicing of equipment.

This agreement, when signed by your company, shall remain in force until cancelled by either your company or McKinley Elevator Corporation.

**Calls Scheduled every:** **180 Days** **Cost:** **$200 Each** 15 Units

Current Bill Rate is $480 for the first hour $209 for each additional hour

We hereby contract to render service described on the following Wheelchair Lift(s):

| Make | Model | Serial No. | Capacity |
|---|---|---|---|
| WCL | Vertical | | 750lbs |
| | | | |
| | | | |
| | | | |

17611 Armstrong Avenue
Irvine, California 92614
949-261-9244
Fax: 949-955-3875

555 Fulton Street, Suite 202
San Francisco, California 94102
415-626-9951
Fax: 415-626-9954

## Wheelchair Lifts

Power Requirements:

Voltage (Under Load) _____ (Static) _____
Amps (Under Load)

Drive Cabinet:
Check bolts securing drive cabinet and base.
Tighten securely.
Check belt tension
Check lift nut assembly
Check cam rollers
Check wear pads for excessive wear
Check travelling and reel (units 96 - 144)
Inspect motor and shaft pulleys
Autolube activation date
Replace when empty (est. 2 years)*
Check Acme screw, verify alignment
Inspect and lubricate bearings, upper and lower

Platform:
Check fastening of cable harnesses on platform side of handrail
Check main station up/down control and emergency stop/alarm button* for external damage
Check alignment of platform & doors

* If equipped

Doors:

Check interlock switches for proper operation
A. Door Interlock (Folger-Adams, Gal, etc.)*
B. Door Electro-Mechanical Lock
(National Wheel-O-Vator Style)
Check operation of door spring hinge
Check operation of delay action closure*
Check operation of keyed deadlatch*

Safeties and Operation:
Check operation of the following safety devices
Under platform safety pan
Limit switch
Emergency stop/alarm

Check operation of these lift features:
Key switches at each call station and on platform
Call/Send controls at each call station and on platform
Hinge of flip-up ramp

Check operation of these optional features:
Remote bell system
Battery back-up alarm only
24 VDC Battery operated system
Other

Accepted by McKinley Elevator Corporation
Date: 6-11-2024

By: Scott Moon 949-735-0401 cell

Customer: Alum Rock School District

Sign Here:

Address: 2930 Gay Ave.

City: San Jose, CA 95127

Phone: 408-928-6872 Email: ed.villarreal@arusd.org

Contact: Ed Villarreal Director of MOT

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, Operation and Transportation

Re: Contract Approval – Rollins, Inc., dba Orkin Pest Control

Date: July 10, 2024

---

*Summary:*
The District has experienced a multitude of issues concerning pests, and it is necessary for the District to maintain a contract with a company that can provide the services as needed. This will provide pest control for all interior and exterior treatment to all kitchens and cafeterias district-wide, as well as on call services throughout the year. Based on pricing, availability, and experience, the District recommends to contract with Rollins, Inc. dba Orkin Pest Control.

*Recommendation:*
Staff recommends that the Board of Trustees approve the contract with Rollins, Inc., dba Orkin Pest Control for $21,000.00 for the Fiscal Year 2024-2025.

ORKIN
PEST CONTROL DOWN TO A SCIENCE™

MULTIFAMILY PRECISION PROTECTION™

# Ancillary Services Rate Card

**Intensive Roach Service:**
Current Customer or as part of initial for recurring service.
Price: $250 per unit. * Visits: 2-3 total visits

Non-Current Customer:
Price: $250 per unit *Visits: 2-3 total visits
**Additional Notes:** Add a vacuum service to the intensive treatment for $75 per unit and per visit. Same Vacuum price add on for current and noncurrent customer. *Adjoining units must be added at same per unit price.

**Carpet Beetle Service**: $350 for vacant unit, $400 for occupied medium activity, $450 and up for heavy activity.
Visits: 3-4 total visits

**Clothing Moth Service:** $350-$450 based on activity.
Visits: 2-4 total visits depending on pest type.

**Flea Service:** $225.00 includes.
Visits: up to 3 visits if needed.

**One-Month Antizyme Service:** Charge $125 per hour for this service. Minimum 2 visits. Minimum Price current customer: $250.
Minimum price non-current customer: $350.

**Rodent Trapping:** Starting at $350.00
Visits: 6-8 visits in one month.
Target: Non-current customer. Or account without rodent control.

**Bee-Hive Removal:** Contact Branch Manager & charge 2.6 X price quoted by vendor.

**Honeybee Kill Only**: $250 single story, $450 second story.
Call branch for quote for any service third story and above.

**Wildlife Trapping:** $500 per week. (Start Monday, end Friday; Catch/No Catch)
Additional days $75 per. Additional Traps $200. Traps removed on weekends.

***All Proposals Require BM Approval. Any Proposal $6,000 And Up Requires Region Approval, Prior To Presenting to Customer. Updated 01/01/2023***

# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

## INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: M.O.T.-Maintenance (School/Dept.) VENDOR NO. 300218

Submitted by: Ed Villarreal, Director, Maintenance, Operations and Transportation

☑ **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: Rollins, Inc., dba Orkin Pest Control

Address: 2151 O'Toole Avenue, Suite #50 City: San Jose State: CA Zip: 95131

Phone: ( 408 ) 890-7653 Email Address: Branch437@rollins.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 19, 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").

Provide pest control for all interior and exterior treatment for the kitchens, and cafeteria district-wide.

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

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

☑ b. **Other:** $21,000 (NTE) (describe rate agreement) _____

5. **BUDGET CODE:**

| FD | RESC | PY | OBJECT | SUB-OBJ | GOAL | FCTN | COST-CNTR | LOC | PROG | $AMOUNT | BUS. OFC Initials |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 050 | 8150 | 0 | 5815 | 00 | 0000 | 8100 | 000000 | 450 | 8130 | $21,000.00 | MN 7/10/24 |
| | | | | | | | | | | | |
| | | | | | | | | | | | |

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**

PEST CONTROL DOWN TO A SCIENCE.™

Alum Rock Union Elementary School District

## Scope of Service:

Service Frequency: Seasonal – each property will be treated 4 times per year to include a one-time full treatment of each school property.
Exterior Insect Control: The kitchen and cafeteria areas are included, and we will Inspect the exterior of the building for cracks and crevices for potential entry points. Treat with residual insecticides as necessary.

Exterior Rodent Control: Inspect, propose and obtain approval from customer for additional work Wildlife Control: Inspect, propose and obtain approval from customer for additional work.

## Targeted Pests:

Pests Covered: Cockroaches, spiders (excludes Brown Recluse spiders), common ants, moths, water bugs, silverfish, millipedes, occasional invaders, and sting insects treatable from the Ground without the use of a ladder or lift.
Pests Excluded: Rodents (rats, mice), Termites and other wood destroying pests, fire, carpenter, Tawny crazy and Pharaoh ants, bed bugs; stored product pest, birds, bats, brown recluse spiders, snakes, and all other vertebrates. Pests not listed require inspection and proposal for approval before treatment.

## Additional Notes:

This service includes the General Pest Control for the interior and exterior for all kitchens and cafeterias district wide.

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MULTIFAMILY PRECISION PROTECTION™

# Recurring Rate Card

## Multi-Family Properties

### 10% Rotation Option

A property is charged at a rate of 2.5 x total number of units and will receive 10% of the interior units serviced per month. If the customer wants a recurring unit count higher than 10%, then every unit after the 10% threshold will be at $30 per added unit. Exterior and common areas will be included for up to 10 buildings per month. Properties with more than 10 buildings will be put on every other month or Quarterly exterior service.

| |
|---|
| Example: 100-unit property with 5 exterior buildings. |
| Price: $300 (100 x 2.5) |
| Scope: Up to 10 units per month and exterior of 5 buildings per month. |

### Ala Carte Option (B)*

For a $150 service visit minimum, Orkin will service 3 interior units and one building. Each additional building and unit to be added to the monthly program contract will be at $30 per.

| |
|---|
| Example: 100 unit property with 5 exterior buildings. |
| Customer wants 4 units and 1 building. |
| Price: $180 = $150 + one additional unit |
| Scope: Up to 4 units per month and exterior of 1 building per month. |

**Tri/Four Plexes and up to 10 Unit Properties**
Call Branch Manager for specific pricing. Should be no less than $150 per visit

**Service Minimum for All Options:** Orkin's minimum service visit is $75 per visit. Please note a customer asking for a higher frequency than monthly should be no less than $75 per visit.

| **Recommended Service Frequency:** | | |
|---|---|---|
| **Up to 100 units: Monthly** | **101 - 200 units: Twice a Month** | **201 or more: Weekly** |

***Roaches are not included as part of the standard scope. Intensive roach treatments are required for any unit infested (showing any roach activity) and each adjoining unit.**
$300 Per Unit

## Additional Unit Pricing for recurring GPC contract:

**Additional Units on a service day:**
10% options: $30 per unit.
Ala Carte Option: $30 per additional unit or Building

**Additional Units on off service day:**
$75 per visit. (This includes up to 2 units, each additional after 2 is $40 per).

***All Proposals Require BM Approval. Any Proposal $6,000 And Up Requires Region Approval, Prior To Presenting to Customer. Updated 01/01/2023***

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## Additional Services that can be added as recurring programs

**Rodent Control**:
Rodent control station install (includes first service) at $25 per for traditional and $35 decorative.
Rodent control station recurring monitor at $8.00 per station per month.

**Bird Relocation:**
1 coop option. $380 initial/ $190 monthly.
2 coop option. $760 initial/$340 monthly. Service is 2x monthly.

**Gopher Service:** $150 per hour. $75 minimum for service visit.
Initial Month based on activity level, increased scope, and required frequency.

**Antizyme Service:** $125 per hour.
Initial Month based on activity level, increased scope, and required frequency.

**Recurring K9 Inspection**: Please see K9 rate card for the pricing on this option.

## Mosquito Services

**Existing Customers: In-2-Care Only (Add on to Current Recurring Service)**
Scope: Two In-2-Care Units serviced on a monthly basis
$125 Start / $65 Monthly

**New Customers: In-2-Care Only (Mosquito Only, no GPC)**
Scope: Two In-2-Care Units serviced on a monthly basis
$250 Start / $75 Monthly

**Existing Customers: In-2-Care + Mosquito Blower (Add On to Current Recurring Service)**
Scope: Two In-2-Care Units serviced on a monthly basis
$159 Start / $89 Monthly

**New Customers: In-2-Care + Mosquito Blower (Mosquito Only, no GPC)**
Scope: Two In-2-Care Units serviced on a monthly basis
$300 Start / $109 Monthly

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**Special Notes:** No Fri or Sat Starts. Price includes daily checking and removal/disposal of animal. No Guarantee that we can catch the animal.

# Bed Bug Rate Card

## Conventional Chemical Treatment Pricing

This is a chemical based bed bug treatment for infested units (units with bed bug activity). This includes an initial treatment, a follow up treatment, and 1-2 visual inspection follow ups. Please also add a K9 post at the rate quoted under k9 below.

Studio: $750.00
One Bedroom Unit: $850.00
Two Bedroom Unit: $1050.00
Three Bedroom Unit: $1250.00

## Proactive Chemical Unit Treatment

This is a proactive chemical treatment for non-infested units that are adjacent to infested units. This is recommended so that bed bugs do not spread to adjacent units. Each unit: $175.00 Per.

## Heat Pricing

This involves an initial heat treatment with chemical residual in the infested units. The initial follow-up involves an additional perimeter based chemical treatment. This is followed up by a visual inspection. **Please note this includes the post K9 inspection built into the price** for up to 5 units. Each K9 inspection unit after 5 should be priced at $28 per.

| Apartments | 1 & 2 Bedrooms | 3 Bedrooms |
|---|---|---|
| 1 Unit | $3,135.00 | $3,395.00 |
| 2 Units | $4,175.00 | $4,955.00 |
| 3 Units | $4,955.00 | $5,735.00 |
| 4 Units | $5,475.00 | $6,775.00 |
| 5 Units | $5,995.00 | $8,335.00 |

***Over 5 units call Branch Manager***

**Proactive Chemical Treatment in Adjacent unit Connected Heat Job:**
This is a proactive chemical treatment for non-infested units that are adjacent to infested units. This is recommended so that bed bugs do not spread to adjacent units. $175.00 per Unit

**Clutter:** If unit is heavily cluttered a $350 minimum clutter charge may be added

**Sprinklers:** Covers count 15 and over $25 per sprinkler heads.
**** Note: sprinklers with exposed pipes within the treatment areas need to be drained.**

**Reschedule/Non-Prep:** $250 charge if customer is not prepped day of and reschedule needed.

**Reasonable Proximity:** Additional units must be attached to the main unit. Requires inspection on as-needed basis for determination. Verify all unit locations and pricing from sub-contractor.

***All Proposals Require BM Approval. Any Proposal $6,000 And Up Requires Region Approval, Prior To Presenting to Customer. Updated 01/01/2023***

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PRECISION
PROTECTION

## Heat – Detached Single Family Home or Full Structure

**Cubic foot pricing for single family detached homes (LxWxH)**

**Below 18m--$4,000 flat rate**
**18m-35m--$221/m**
**36m-42m--$189/m**
**43m or greater--$169/m**

*For structures greater than 43M Call for Pricing*

## Pre or Post Treatment Canine Clearance Inspection Pricing

| One Time Job – Hotel | | | |
|---|---|---|---|
| Number of Rooms | Set-up Fee | Room Rate | Lg Room fee |
| 50 or less | $275* | $22 | $27 |
| Over 50 | $0 | $22 | $27 |
| 200+ | $0 | $21 | $26 |

**RECURRING Hotel**

| Number of Rooms | Set-up Fee | Room Rate | Lg Room fee |
|---|---|---|---|
| 50 or less | $225* | $22 | $24 |
| Over 50 | $0 | $19 | $23 |
| 200+ | $0 | $18 | $22 |

*** Each set up fee include 5 rooms**

| One Time - Apartment Complex | | | | |
|---|---|---|---|---|
| Number of Units | Set-up Fee | Studio/1bed | 2 bed | 3 bed |
| 50 or less | $275* | $22/$23 | $28 | $33 |
| Over 50 | $0 | $21/23 | $27 | $32 |
| 200+ | $0 | $20/22 | $26 | $31 |

**RECURRING Apartment Complex**

| Number of Units | Set-up Fee | Studio/1bed | 2 bed | 3 bed |
|---|---|---|---|---|
| 50 or less | $225* | $20/22 | $24 | $30 |
| Over 50 | $0 | $19/21 | $23 | $29 |
| 200+ | $0 | $18/20 | $22 | $28 |

*** Each set up fee include 5 units**

***All Proposals Require BM Approval. Any Proposal $6,000 And Up Requires Region Approval, Prior To Presenting to Customer. Updated 01/01/2023***

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. Superintendent

From: Ed Villarreal, Director of Maintenance, Operation and Transportation

Re: Contract Approval - Quick Light Recycling Services, LLC

Date: July 8, 2024

***Summary:***
State regulations require the District to dispose of all environmentally hazardous materials properly. Quick Light Recycling, LLC has demonstrated to provide the service to comply with these regulations and the District's guidelines.

***Recommendation:***
Staff recommends that the Board of Trustees approve the contract with Quick Light Recycling, LLC, for $5,000.00 for the Fiscal Year 2024-2025.

DocuSign Envelope ID: 4FC07F8C-121F-449C-B5F1-F1D160FE45BC

# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

## INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: M.O.T.-Maintenance (School/Dept.) VENDOR NO. 20129

Submitted by: Ed Villarreal, Director - Maintenance, Operations and Transportation

☑ **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: Quick Light Reycling Services LLC

Address: 1808 Potrero Drive City: San Jose State: CA Zip: 95124

Phone: ( 415 ) 595-2305 Email Address: tobin@quicklightrecycling.com

SSN: _____ or Fed I.D. #: 99-2928497

**Mutually agree and promise as follows:**

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on July 19, , 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").

Service provide disposal containers and removal of hazardous materials such as Non-PCP Ballasts, Flourescent Lights, Batteries, and Broken Glasses as needed District-wide.

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

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

☑ b. **Other:** $5,000.00 (NTE) (describe rate agreement) _____

5. **BUDGET CODE:**

| FD | RESC | PY | OBJECT | SUB-OBJ | GOAL | FCTN | COST-CNTR | LOC | PROG | $AMOUNT | BUS. OFC Initials |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 050 | 8150 | 0 | 5815 | 00 | 0000 | 8100 | 000000 | 450 | 8130 | $5,000.00 | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |

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

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

**CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING**

Quick Light Recycling
www.quicklightrecycling.com

170 S. Spruce Ave, SSF, CA 94080
Mailing: 1808 Potrero Drive, San Jose, CA 95124
tobin@quicklightrecycling.com

(415) 596-2305

**Alum Rock Elementary School District**
2930 Gay Ave
San Jose, CA 95127
June 25, 2024

Dear Connie,

**Description of services:**
We provide containers which are fully labeled, free of charge, to each school, for the purpose of collecting spent fluorescent and other mercury containing lights, ballasts and batteries.
All of the material is then collected and recycled according to state and federal standards.

**The lights are processed through:**
Environmental Protection Services of Oregon
P.O. Box 21763
Keizer, Oregon 97307

**The ballasts and batteries are processed through:**
Zarc Recycling
26 South Linden Avenue
South San Francisco, CA 94080-6408
zarc@zarcnet.com

**Cost:**
See attached sheet

**Duration of job:**
2024 -2025

**Terms and Conditions:**
Estimate emailed when order is called in. Once product is counted and weighed, an invoice will be emailed.

Quick Light Recycling

Left to Right:

**WT-13--$.99 per pound**
Non-PCB ballasts

**WT-3--$175.00**
Compact Fluorescents 80 to 100

**WT-5--$175.00**
HID, Metal Halide, Halogens

**WT--7--$1.80/lb or $3.00**
Batteries

**WT--4-- $125.00**
U-bents holds 72

**WT--2a-$103.**
Holds 88 T12

**WT-1--$239.00**
Holds 410 T8 or 190 T12

**WT-6b-$233.00**
Holds 400 T5

**Delivery: $65**

**Labor: $60/hr counting, sorting, repacking**




***Special Note: Wet /taped tubes: $2.00 ea. Broken glass: $3.50/lb***
***Plastic shields covering lights: $2.50 ea.***

**Quick Light Recycling 415/596-2305**

# 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, Operation and Transportation

Re: Contract Approval- San Jose Boiler Works, Inc.

Date: June 28, 2024

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***Summary:***
Due to frequent repair needs for the Boilers located at Renaissance at Fischer, it is necessary to maintain a contract with an experienced and reliable company that can provide emergency repairs.

The District reached out to three (3) companies and San Jose Boiler Works was the only company to respond.


***Recommendation:***
Staff recommends that the Board of Trustees approve the contract with San Jose Boiler Works, Inc. in the amount of $10,000 for Fiscal Year 2024- 2025.

## ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

## AGREEMENT FOR REPAIR AND MAINTENANCE PROJECTS

TO: DIVISION OF BUSINESS SERVICES

CONTRACT NO: _____

FROM: **Maintenance, Operations & Transportation (M.O.T.)**

INDIVIDUAL/COMPANY NAME: **San Jose Boiler Works, Inc.**

VENDOR NO: **13223**

ADDRESS: **1585 Schallenberger Road, San Jose, CA 95131**

TELEPHONE NUMBER: **(408) 295-5235**

FAX NUMBER: **(408) 295-6365**

TAX ID NUMBER: **94-2296833**

E-Mail: lorie@sanjoseboiler.com

**BOARD APPROVAL DATE:** **July 18, 2024**

**CONTRACT TERM:** From: **July 19, 2024 – June 30, 2025**

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

**A.** One-line description for the Governing Board report: **Provide annual boiler cleaning/maintenance at Renaissance I at Fischer.**

B. Full description of services to be provided and expected results (e.g. services, materials, products and/or reports). Attach Scope of work, proposals exhibit and other pertinent documentation.

**BUDGET CODE:**

| FD | RESC | PY | OBJECT | SB-OB | GOAL | FCTN | CST-CTR | LOC | PROG | AMOUNT |
|---|---|---|---|---|---|---|---|---|---|---|
| 050 | 8150 | 0 | 5815 | 00 | 0000 | 8100 | 000000 | 450 | 8130 | $10,000.00 |
| | | | | | | | | | | |
| | | | | | | | | | | |

**Program Manager/Principal:** _____ **Date** 6/26/24

**Superintendent:** _____ **Date:** _____

**Fiscal Approval:** Maria Nevot **Date:** 7/8/24
*Accountant*

**Director of Fiscal Services:** _____ **Date:** 7/9/24

**Asst Supt, Bus Services:** _____ **Date:** 7/9/24

**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 (Form B-210) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

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

_____ b. **Flat Rate:** $_____ to be the total payment to the Contractor including travel and/or other expenses.

__X__ c. **Other:** **$ 10,000.00 (NTE)** **FY:** **2024 - 2025**




PROUDLY SERVING NORTHERN CA SINCE 1922

06/17/2024

San Jose Boiler Works Services Provided to Alum Rock School District

San Jose Boiler Works will provide boiler annual maintenance, service and repairs as requested

1585 Schallenberger Rd., San Jose, CA 95131 • Ph: (408) 295-5235 • Fx: (408) 295-6365

SANJOSEBOILER.COM

San Jose BOILER WORKS

PROUDLY SERVING NORTHERN CA SINCE 1922

April 12, 2024

As of April 11, 2024 our rate will be as follows:

## Monday-Friday:

Standard Rate (between 7:30a-4p) = $245/hour

Overtime Rate (between 4p-6p) = $367.50/hour

Doubletime Rate (between 6p-7:30a) = $490/hour

## Weekend & Holiday:

Doubletime Rate = $490/hour

**$74 Flat Fee for Vehicle Overhead and Expenses **per visit**
**Minimum of a four-hour charge per service call. Charges are portal to portal. (Begin when we leave our shop, and end upon our return.)
**This does not include prevailing wage rates.
****Rates are subject to change without notice**

1585 Schallenberger Rd., San Jose, CA 95131 • Ph: (408) 295-5235 • Fx: (408) 295-6365

SANJOSEBOILER.COM

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, Operation and Transportation

Re: Contract Approval- Water Quality Plumbing, Inc.

Date: June 27, 2024

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***Summary:***
The District has experienced emergency issues with our plumbing and needs to maintain a contract with a company that can provide emergency support and repair. Water Quality Plumbing, Inc. is experienced and knowledgeable to serve the District's needs.

***Recommendation:***
Staff recommends that the Board of Trustees approve the Contract with Water Quality Plumbing, Inc. for $44,000.00 for the fiscal year 2024 – 2025.

## ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

## AGREEMENT FOR REPAIR AND MAINTENANCE PROJECTS

TO: DIVISION OF BUSINESS SERVICES

CONTRACT NO: _____

FROM: Maintenance, Operations & Transportation (M.O.T.)

INDIVIDUAL/COMPANY NAME: **Water Quality Plumbing, Inc.**

VENDOR NO: 18249

ADDRESS: **1716 Stone Avenue, Unit E, San Jose, CA 95125**

FAX NUMBER: _____

TELEPHONE NUMBER: **(408) 267-9330**

TAX ID NUMBER: _____

E-Mail: JSatalino@waterqualityplumbing.com

**BOARD APPROVAL DATE: July 18, 2024**

**CONTRACT** from **July 19, 2024 – June 30, 2025**

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

A. One-line description for the Governing Board report: **Provide emergency support and repairs related to plumbing such as inspections, copper re-piping, sewer repairs, remodeling and new construction, and water conditioning and purification.**

B. Full description of services to be provided and expected results (e.g. services, materials, products and/or reports). Attach Scope of work, proposals exhibit and other pertinent documentation.

**BUDGET CODE:**

| FD | RESC | PY | OBJECT | SB-OB | GOAL | FCTN | CST-CTR | LOC | PROG | AMOUNT |
|---|---|---|---|---|---|---|---|---|---|---|
| 050 | 8150 | 0 | 5815 | 00 | 0000 | 8100 | 000000 | 450 | 8130 | $44,000.00 |
| | | | | | | | | | | |
| | | | | | | | | | | |

**Program Manager/Principal** _____ **Date:** 6/26/24

**Superintendent** _____ **Date:** _____

**Fiscal Approval** Maria Nevah **Date:** 7/8/24
*Accountant*

**Director of Fiscal Services** _____ **Date:** 7/9/24

**Asst Supt, Bus Services** _____ **Date:** 7/9/24

**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 (Form B-210) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

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

_____ b. **Flat Rate:** $_____ to be the total payment to the Contractor including travel and/or other expenses.

__X__ c. **Other:** $44,000.00 (NTE) **FY:** 2024 - 2025

WATER QUALITY
SINCE 1970
PLUMBING
TEL: (408) 267-9330
FAX: (408) 448-6231

LICENSE # 305018
1716 STONE AVENUE, SUITE E
SAN JOSE, CA 95125

SERV - ALL
WATER CONDITIONING
TEL: (408) 266-0707
FAX: (408) 266-1761

## Description of Business Operations:

Water Quality Plumbing started in 1970 by Marty Satalino Senior. It is a family-owned plumbing company servicing the Bay Area for over 50 years. We are a fully license, bonded and insured, full-service plumbing company. We are innovators in the field of copper re piping.

Marty Satalino Jr. and Jason Satalino are Water Quality Plumbing's managers and estimators. They have a combined experience of 50 plus years in the plumbing and water treatment industry.

Our field specialists are available for repair and installation of copper re piping, water purification systems, water softening systems, water heater systems, and sewage systems. We also offer services with installing gas lines for fireplaces, cooktops, dryers, and barbeques. We offer state of the art video sewer inspection capabilities to locate and isolate problems in sewer lines. We work in residential homes as well as commercial buildings.

## Hourly Rates:

$190.00 per hour with a $35.00 Trip Charge. We charge a 1 hour minimum on all of our calls.

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, Operation and Transportation

Re: Contract Approval - United Mechanical, Inc.

Date: July 8, 2024

---

*Summary:*
The District needs to maintain a contract with an experienced and reliable company that can provide repair and maintenance of the refrigerator units district-wide.

*Recommendation:*
Staff recommends that the Board of Trustees approve the contract with United Mechanical, Inc. for $20,000 for the Fiscal Year 2024-2025.

# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

## INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: M.O.T-Maintenance (School/Dept.) VENDOR NO. 300191

Submitted by: Ed Villarrea, Director of Maintenance, Operations and Transportation

☑ **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: United Mechanical, Inc.

Address: 2185 Oakland Road City: San Jose State: CA Zip: 95131

Phone: ( 408 ) 228-1913 Email Address: DHeath@uni1.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 19, 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").

Provide routine maintenance and service for the refrigerator and freezer units located at the 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:** $20,000.00 (NTE) (describe rate agreement) _____

5. **BUDGET CODE:**

| FD | RESC | PY | OBJECT | SUB-OBJ | GOAL | FCTN | COST-CNTR | LOC | PROG | $AMOUNT | BUS. OFC Initials |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 050 | 8150 | 0 | 5815 | 00 | 0000 | 8100 | 000000 | 450 | 8130 | $20,000.00 | MO 7/8/24 |
| | | | | | | | | | | | |
| | | | | | | | | | | | |

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**

UNITED
MECHANICAL

## SERVICE RATES & INFORMATION

Date: 7/1/2024
Alum Rock School District
2930 Gay Avenue
San Jose, CA 95127

Thank you for considering United Mechanical Inc. to provide HVAC & Plumbing Services for your facility. We appreciate the opportunity and your business. Therefore, for the 2024/2025 Year, we are happy to provide you with the following UMI Service hours, labor rates, response times and office contacts:

**Service office and field hours:**
Monday- Friday: 7:00AM to 4:30PM.

**Service Labor Rates:**
Hourly Rate: .....$179.00
Overtime Rate: .....$262.00
Holiday Rate: .....$324.00
Truck Charge Rate: .....$80.00

**Response Times for after hours:**
We guarantee that if Alum Rock School District calls during over time or after hours, that UMI will be onsite within 2-3 hours of that received phone call. When the call is placed to our 24/7 line, you should receive a call back within 30 minutes of that call.

**Office Contacts/247 Service Line:**
*Dylan Heath (Account Manager)* - Phone: 925.895.4027 Email: dheath@umi1.com
*24/7 Service Line*- Phone: 408.228.1913 Email serviceContracts@umi1.com

I hope this meets with your approval. Please do not hesitate to call if you have any questions.

Sincerely,

Dylan Heath
*United Mechanical, Inc.*

# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

## INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Social Emotional Learning (School/Dept.) VENDOR NO. 301354

Submitted by: Julieta Flores

☑ **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: Sandy Hook Promise Foundation

Address: 5 Commerce Road #3489 City: Newtown State: CT Zip: 06470

Phone: ( 203 ) 885-8024 Email Address: lori.hamula@sandyhookpromise.org

SSN: _____ or Fed I.D. #: 46-1657101

**Mutually agree and promise as follows:**

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on August 1, 20 24, and will diligently perform as required and complete performance by June 30, 20 27, 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").

Sandy Hook Promise Foundation will provide training and support of the Say Something Anonymous Reporting System (Say Something ARS) to ARUSD students and team members. They will also manage and maintain the 24/7/365 Crisis Center App and website for students, parents, educators, and administrators to use to submit anonymous tips. All training and support are virtual.

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

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

☑ b. **Other:** $ 0.00 (describe rate agreement) No Cost

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 | 000070 | 061 | 7221 | $ 0.00 | |
| | | | | | | | | | | | 7/3/24 |
| | | | | | | | | | | | |

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**

Sandy Hook PROMISE

# ADDENDUM TO THE CONTRACT BETWEEN ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT (ARUESD) AND SANDY HOOK PROMISE FOUNDATION (SHPF) WHEREBY SHPF WILL PROVIDE TRAINING AND SUPPORT OF THE SAY SOMETHING ANONYMOUS REPORTING SYSTEM TO ARUESD STUDENTS AND TEAM MEMBERS COMMENCING ON OR AROUND AUGUST 1, 2024

## INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES – PUR-116

1. Item 6. Termination –
   5. TERM AND TERMINATION. The Program will begin August 1, 2024, and end on June 30, 2027. This MOU shall be effective from the date the last Party signs. This MOU and the Program may be terminated, in whole or in part, by either Party hereto, upon thirty (30) calendar days' advance written notice to the other Party. This MOU may be amended at any time by the mutual agreement of the Parties; provided, however, that before any amendment shall be operative or valid, it shall be reduced to writing and signed by the authorized representatives of the Parties, including any amendments to any and all Exhibits of this MOU.

2. Item 9. Indemnification –
   Indemnity: LAFSD shall defend, hold harmless and indemnify SHPF, its affiliates, and/or SHPF employees and volunteers from claims, demands, damages, or litigation brought by third parties resulting from the acts or omissions of LAFSD.

| ARUSD | - SHPF- |
|---|---|
| BY (SIGN): | BY (SIGN): |
| NAME (Print): Annya R. Artigas | NAME (Print): David Conrad |
| POSITION: Director | POSITION: Chief Financial Officer |
| DATE: 6-18-24 | DATE: 6/18/2024 |

**_Say Something_ Anonymous Reporting System (_Say Something_ ARS) Memorandum of Understanding between Sandy Hook Promise Foundation and Alum Rock Union School District**

This Memorandum of Understanding ("MOU") is entered into by Sandy Hook Promise Foundation ("SHPF"), a non-profit IRC 501(c)(3) organization, located at 13 Church Hill Road, Newtown, Connecticut 06470, and Alum Rock Union School District ("ARUSD") which is organized and existing under and pursuant to the Constitution and laws of the State of California and with a primary business address at 2930 Gay Ave., San Jose, California, 95127. SHPF and ARUSD may also each be referred to herein individually as a "Party" or collectively as the "Parties."

1. PURPOSE.

SHPF and ARUSD agree to educate ARUSD participating schools identified in EXHIBIT E about SHPF's *Say Something* Anonymous Reporting System. The *Say Something* ARS teaches students how to recognize for warning signs especially in social media, from individuals who may want to hurt themselves or others and to "*Say Something*" to a trusted adult or use the Anonymous Reporting System (App, Website or 24/7/365 Crisis Telephone Line) to get them help.

2. DUTIES.

The Parties shall perform the duties described generally below, and in Exhibits attached hereto and made a part hereof.

A. During the Program, SHPF will perform the following duties:
   i. Program coordination and onboarding: Provide guidance and support in the establishment of tip management teams and tip management infrastructure. Supply communication and outreach materials needed for the setup, announcement, and launch of the Program.

   ii. Trainings:
      a. Adult Training: Provide user training for district and school team members (Teams Training) on use of the P3 Tip Manager, on Crisis Center tip processing and protocols, on tip management best practices, on conducting and passing the Official Pre-Launch Tip Test, and on ways to ensure program longevity. Additional learning resources and guides for *Say Something* ARS Teams are provided digitally at no cost. This training is available via the SHPF Digital Learning Center and will be shared with ARUSD.
      b. Student Training: Provide video-based student training and related lesson plans and activities (through the SHPF Learning Center, an online learning management system).

   iii. Program engagement and success: Provide ongoing account management support, including dedicated Account Manager available for 1:1 coaching in the areas of team management, tip management, and use of the P3 Tip Management platform. Supply monthly newsletter, professional development webinars, Awareness Materials (posters, window cling, etc.) to participating schools. Provide framework and materials needed for participating schools to establish SAVE Promise Clubs to reinforce the philosophy of the *Say Something* ARS program amongst students and help ensure proper and continued utilization of the anonymous reporting system.

   iv. Compliance: SHPF shall adhere to and comply with applicable federal and state laws and regulations.

   v. Background Checks: All SHPF employees, agents, and volunteers who will have contact with students will



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undergo and must pass a background check before interacting with students.

vi. Indemnity: SHPF shall defend, hold harmless and indemnify ARUSD, its affiliates, and/or ARUSD employees and volunteers from claims, demands, damages, or litigation brought by third parties resulting from the acts or omissions of SHPF.

vii. Exhibit A-1: The activities set forth on Exhibit A-1 attached hereto and made a part hereof.

B. ARUSD will perform the following duties:

i. Communication: ARUSD will communicate the benefits of *Say Something* ARS at ARUSD, foster buy-in with program participants (team members) and supply regular and ongoing reminders of the program to the school community, including parents.

ii. Program infrastructure and workflow: Support the establishment of tip management teams, including School Teams for each participating school, a District Team for tip management support and oversight, a Special Team for exceptional or highly sensitive tips, and a Flex Team, as needed, for activation during school breaks and holidays. Reinforce program requirements and Crisis Center protocol, including Tip Disposition requirements. Equip team members with the devices or equipment needed to carry out their tip management and tip follow-up responsibilities, with scheduling and outreach and, where needed, communication on presentations/training.

iii. Meet all *Say Something* ARS Launch Readiness Standards and complete all Onboarding steps prior to program launch (i.e., initiation of student training), including the establishment of:

a. A Program Lead: A district-level administrator who *believes in the program,* has the ability to mobilize school administrators, can communicate effectively amongst various disciplines (i.e., education, law enforcement, mental health), supports School Teams in providing timely and appropriate responses to concerns raised in tips, and provides clear and consistent feedback to SHPF on the program's needs, challenges, *and* successes. The Program Lead also provides clear parameters and timeframe for Flex Team activation (covered in more detail below). The Program Lead is the primary point of contact for the SHPF Team, including Account Management and Crisis Center teams.

b. A District Team: A team of 3-5 year-round district-level administrators, including the Program Lead. District Teams support School Teams in tip management and providing follow-up resources, assessments, or care plans for students in need.

c. School Teams: A team for each participating school that consists of 3-5 school-level administrators, including a School Team Lead (typically but not necessarily the principal), who serves as the Crisis Center's primary point of contact regarding tips submitted to their specific school or questions/ concerns about their specific School Team. Team Leads are responsible for identifying trusted and high-performing school administrators to perform the duties of the School Team; for keeping their Team roster up to date with staff turnover; for ensuring tips are closed-out and dispositioned thoughtfully, accurately, and regularly in the P3 Tip Manager; for communicating needs or challenges to the Program Lead; and for providing follow-up, assessments, or care plans to students in need.

d. A Special Team: a team consisting of 1-2 members of the District Team who are notified of exceptional or particularly sensitive tips, including but not limited to tips concerning school-related adults (e.g., school administrators, teachers, coaches, volunteers, etc.) or sexual assault of a minor.



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e. A Flex Team: an optional team consisting of a mix of 3-5 District Team members (typically, the Program Lead and each School Team's Lead). If the designated district and school teams are not able to take tips during these times, a Flex Team can be engaged during school breaks or holidays (or whenever deemed necessary by the Program Lead). The Flex Team *flexes* to fill gaps and serves as backup as needed. The Program Lead must clearly define, in advance and in writing, to the Crisis Center, periods of activation (start and end dates/ times) of the Flex Team.

f. Launch Readiness Standards:

i. **Approval on *Say Something* ARS related websites:** Program Lead will work with district IT personnel to make sure *Say Something* ARS domains and IP address are approved to ensure *Say Something* ARS communications, including notifications of new and updated tips, reach team members' inboxes.

ii. **District Team establishment:** Program Lead must identify 3-5 district-level admin to support the management of tips and follow-up.

iii. **School Team establishment:** Participating Schools must establish a team of 3-5 school-level administrators to receive and manage tips and provide follow-up and support to students.

iv. **School Team Lead Identification:** School Teams must have a Team Lead identified.

v. **Special Team and optional Flex Team establishment:** Special Team must have 1-2 district-level team members, and the Flex Team must have 3-5 school or district-level team members.

vi. **Cell Phones in P3:** All team members must have a cell phone on file in P3 for emergency contact purposes

vii. **District email addresses in P3: All team members must provide a district, not personal email address in P3.**

viii. **Team Training:** A Team is considered "trained" when at least 3 of its members have completed *Say Something* ARS Team Training; All Teams must be considered "trained."

ix. **The Official Pre-Launch Tip Test:** Prior to program launch, Teams are tested by the Crisis Center to ensure team members are being notified properly, are able to access tips in the P3 Tip Manager, and can perform basic functions within the P3 platform, a Team receives a "Pass" on the Official Pre-Launch Tip Test when at least 3 of its members respond to the test properly. Program Leads will select their Tip Test date on the Onboarding Dashboard after submitting their Student Engagement Plans. Program Leads will select their dates through the *Say Something* ARS Portal using the Dates and Deadlines Tab.

x. **Student Engagement Plans Submission:** The Program Lead must submit a plan of when they plan to train their students and how many students they'll train. Student Engagement Plans determine the program's "Go Live Date," as the program is considered officially "live" once the first group of students receive *Say Something* ARS student training. The *Go-Live* Date determines when the Official Pre-Launch Tip Test is conducted. Submission of Student Engagement Plans occur annually following the program's launch, prior to the start of the new school year. As such, student training/re--training occurs annually, at a minimum.

**Note:** The following can result in delayed program launch, additional training, remediation measures, or termination.



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- Repeated failure of the Official Pre-Launch Tip Test
- Unresponsive Teams/Team members who do not respond to Life Safety calls
- Out-of-date Team rosters/contact information
- Lack of student engagement/very low tip volume
- Failure to observe or undermining of Crisis Center processes and protocol, including not responding to after-hours life-safety calls

iv. Policies and Procedures: ARUSD to inform SHPF on the relevant ARUSD policies and procedures applicable to the services SHPF is providing. ARUSD to coordinate visitor passes for Program Coordinator, Presenters and, as needed, SHPF support staff.

v. SAVE Club Activity and Special Event Support: ARUSD to support identified and agreed to special events at ARUSD, within the region, and SHPF "Call to Action" Weeks.

vi. Report Backs and Data Sharing: ARUSD will report back to SHPF on the number of students to be trained per participating school or any related data within one week of training as well as provide access to data as described in APPENDIX F.

vii. Close Out / Disposition tips in a timely manner: School and District Teams must close out and Disposition tips in a timely manner, or within 7 days of tip submission, providing information regarding Tip outcome, plan of action for student, and next steps.

ix. Up-to-date information in the P3 team roster: All School / District Teams must maintain accurate contact information/details in the team roster, including cell phone numbers and district/school email address.

x. Indemnity: ARUSD shall defend, hold harmless and indemnify SHPF, its affiliates, and/or SHPF employees and volunteers from claims, demands, damages, or litigation brought by third parties resulting from the acts or omissions of ARUSD.

xi. Exhibit A-2: The activities set forth on Exhibit A-2 attached hereto and made a part hereof.

3. EXHIBITS. The Exhibits to this MOU are an integral part of this MOU and are specifically incorporated into this MOU. They include the obligations and rights of both parties.

4. FUNDING. SHPF generally funds its programs from a combination of public, private and governmental support. SHPF anticipates it will be able to secure adequate funding through these sources to pay for the program for the duration of this MOU. However, SHPF reserves the right to terminate the program per the Term and Termination clause in this MOU.

5. TERM AND TERMINATION. The Program will begin August 1, 2024, and end on June 30, 2027. This MOU shall be effective from the date the last Party signs. This MOU and the Program may be terminated, in whole or in part, by either Party hereto, upon thirty (30) calendar days' advance written notice to the other Party. This MOU may be amended at any time by the mutual agreement of the Parties; provided, however, that before any amendment shall be operative or valid, it shall be reduced to writing and signed by the authorized representatives of the Parties, including any amendments to any and all Exhibits of this MOU.



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# 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. 020767

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: Alette Brooks DBA: Autism Workshop

Address: 6724 Landerwood Ln. City: San Jose State: CA Zip: 95120

Phone: ( 408 ) 705-6869 Email Address: _____

SSN: 562-86-9424 or Fed I.D. #: _____

**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").
Alette Brooks will provide teacher/staff consultation and group workshops on ~~recommended practices in the education of students within the Alum Rock District with~~ Autism Spectrum Disorder.

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:** $125.00 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 | 6546 | 0 | 5815 | 00 | 5750 | 1190 | 000000 | 380 | 6546 | $10,000 | 7/3/24 |
| | | | | | | | | | | | CMB 7/5/24 |
| | | | | | | | | | | | |

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

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

**CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING**

# Proposal

To: Anthony Colonna, Director of Special Education, Alum Rock Union School District
2930 Gay Avenue, San Jose, CA 95127

From: Alette Brooks, Licensed Educational Psychologist #763, Autism Specialist/Consultant
Owner/Sole Proprietor of Autism Workshop

Date: May 30, 2024

Subject: Proposal for Autism Specialist Services for the 2024-2025 School Year

The following proposal outlines the professional development topics and activities that I can provide to the district to support your programs for students with autism. My rate of pay is $125.00 per hour.

Target audiences: newly hired autism SDC teachers, other teachers and specialists who would benefit from additional autism training, paraeducators working in autism SDCs or as one-to-one support in general education.

PD scheduling: during district PD days prior to and during the school year, short trainings scheduled over several Thursday afternoons (especially for paraeducators, classroom teams, or specialist groups), or as arranged.

Topics to be covered, as assigned by district administration:

1. Understanding autism: strengths and challenges associated with autism spectrum disorders
2. Setting up a classroom for effective student learning and behavior management of students with autism
3. Using proactive strategies to address behavioral issues for ASD students across a range of age and developmental levels
4. Effectively using visual and physical structures to create positive learning environments for adapting the curriculum to meet the unique needs of students with autism
5. Creating structured tasks and individual activities to support classroom instruction ("Make 'n Take" sessions)
6. Developing structured daily schedules that optimize ASD student opportunities for learning and promote compliance with teacher directions
7. Addressing age-specific concerns for students with ASD (i.e., how to teach necessary functional skills from preschool to middle school)
8. Implementing effective data collection and management of record-keeping systems to support instruction and IEP compliance
9. Addressing challenging issues with parents (e.g., when a student with ASD also has an intellectual disability or a significant emotional regulation dysfunction) and parent education
10. Incorporating strength-based strategies to target social communication deficits in autism and providing tools and opportunities for students to engage positively with peers and adults
11. Optimizing mainstreaming and inclusion experiences for student with autism, their classmates, and the school community

Thank you so much for the opportunity to work with this great team!

Sincerely,

Alette M. C. Brooks

Alette Brooks, Ph.D., LEP #763
Licensed Educational Psychologist
Autism Specialist/Consultant

# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

## Request for Contracted Services

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

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

☐ **MOU** (negotiated Agreement)
☐ Exhibit B & C (Fingerprinting and TB Test)
☑ **MASTER CONTRACT PARTICIPATION**
☐ Scope of Work/Proposal

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

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

Name of Individual/Company: Pine Hill School

Address: 1325 Bouret Dr. City: San Jose State: CA Zip: 95118

Phone: ( ) Email:

SSN: Fed I.D. #:

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

**CONTRACTOR'S OBLIGATION:**
Description of services to be provided: (Please attach proposals, scope of work, and other documentation.)

Pine Hill is a certified, highly specialized nonpublic school that provides individualized instruction & behavior support services to students with autism or severely behavioral disorders. Due to the severity of students' disability, a nonpublic school placement is required.

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

X a. **Fee Rate:** $305.00 per day Not to Exceed 220/days of services.

X b. **Other:** $2,860

Describe other related costs: Meals = $2,860 + $67,100 = $69,960

BUDGET CODE: 080-6500-0-5100-00-5750 7/3/M Accountant Initials

1120-000000-380-1820 Accountant Initials

MMB 7/5/24

**APPROVALS:**

**ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:**

Site/Department Administrator: _____ Date: 6/21/24

Director of Fiscal Services: _____ Date: 7/9/24

Asst. Supt., of Business Services: _____ Date: 7/9/24

Superintendent: _____ Date: _____

# SANTA CLARA COUNTY SELPAs
# INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
*(Education Code Sections 56365 et seq.)*

This agreement is effective on July 1, 2024, or the date the student begins attending a Non-public school and/or receiving services from a Non-public agency. The agreement terminates at 5:00 p.m. on June 30, 2025, unless terminated earlier in accordance with the terms of the Master Contract and applicable law.

NAME OF LOCAL EDUCATION AGENCY ("LEA"): Alum Rock Union School District

ADDRESS OF LOCAL EDUCATION AGENCY ("LEA"): 2930 Gay Ave, San Jose, Ca 95127

NAME OF NONPUBLIC SCHOOL/AGENCY ("NPS/NPA"): Pine Hill School

ADDRESS OF NONPUBLIC SCHOOL/AGENCY ("NPS/NPA"): 1325 Bouret Drive, San Jose, CA 95118

PUPIL NAME: _____ _____ _____ GENDER: ☒ M ☐ F
(Last) (First) (Middle)

ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

PUPIL TELEPHONE NUMBER: (___) _____ DOB: ___/___/___

PUPIL ID/SS NUMBER: _____ GRADE: _____

RESIDENTIAL SETTING: ☒ HOME ☐ JCS ☐ FOSTER/LCI NAME: _____ #_____

☐ OTHER _____

PARENT/GUARDIAN: _____ _____ PHONE: (___) _____ (___) _____
(Residence) (Business)

ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____
(If different from pupil)

**CONTRACT TERMS:**

1. The Contractor will implement all elements of the Master Contract.
   Master Contract approved by the governing board on 07/01/2024.

2. CONTRACTOR will provide written progress reports to the Office of Special Education before (***insert quarterly dates here***):
   10/11/24, 12/20/24, 03/21/25, 06/05/25

3. Other Provisions (provide attachments as necessary): _____

**INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES**
**(Education Code Sections 56365, et seq.)**

PUPIL NAME: _____ _____ _____
(Last) (First) (Middle)

A. BASIC EDUCATION PROGRAM (Applies to NPS only)

Number of Days 220 x Per Diem $ 305 = TOTAL BASIC EDUCATION COSTS (A) $ 67,100.00
(Include extended school year days as appropriate to the pupil's IEP).

B. RELATED SERVICES:

| | SERVICE PROVIDER | | | TOTAL MINUTES PER WEEK/ OR SESSION | COST PER SESSION | | | | | MAX TOTAL COST FOR CONTRACT PERIOD |
|---|---|---|---|---|---|---|---|---|---|---|
| | Freq | Duration | Start Date | | HOURLY | DAILY | WEEKLY | INDIV | GROUP | |
| 1. Adapted PE | | | | | | | | | | |
| 2. Aide Support | | | | | | | | | | |
| 3. Counseling | | | | | | | | | | |
| 4. OT | | | | | | | | | | |
| 5. PT | | | | | | | | | | |
| 6. Speech/Language | | | | | | | | | | |
| 7. Transportation | | | | | | | | | | |
| 8. Lunch | Daily | | 7/1/24 | | | $13 | | | | $2860 |
| 9. Other | | | | | | | | | | |
| 10. Other | | | | | | | | | | |
| 11. Other | | | | | | | | | | |

MAXIMUM TOTAL RELATED SERVICES COST (B) $ 2,860
MAXIMUM TOTAL BASIC EDUCATION AND RELATED SERVICES COSTS (A+B) $ 69,960.00

All terms and conditions of the current Master Contract for NPS/NPA Service(s) previously executed by the parties hereto, are incorporated herein by reference. The CONTRACTOR will implement the IEP in accordance with this ISA and the Master Contract, and will request an IEP review prior to any change in the service(s).

The parties hereto have executed this contract by and through their duly authorized agents or representatives. This contract is effective on July 01 2024 and terminates at 5:00 p.m. on June 30 2025 unless sooner terminated as provided herein.

**LEA**

_____
(Signature)

Tomer Alonzon Ed.D.
(Type or Print Name)

Alum Rock Union School District
(Name of LEA)

2930 Gay Ave
(Mailing Address)

San Jose, CA 95127
(City, State, Zip Code)

**CONTRACTOR**

T Bevington
(Signature)

Tara Bevington
(Type or Print Name)

Pine Hill School
(Name of NPS/NPA)

1325 Bouret Drive
(Mailing Address)

San Jose, CA 95118
(City, State, Zip Code)

# Pine Hill School Calendar

## 2024 to 2025

### August 2024

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | | | | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | 31 |

**1-5 No School**
**6-7 In Service. No School**
**8 First Day of School**

### September 2024

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | | | | | |

**2 Labor Day. No School**

### October 2024

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | 31 | | |

**11 End of Quarter 1**

### November 2024

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | | | | | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |

**11 Veteran's Day. No School**
**25-29 Fall Break**

### December 2024

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | 31 | | | | |

**23-31 Christmas Break**
**20 End of Quarter 2**

### January 2025

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | 31 | |

**1-3 Christmas Break Cont.**
**20 Martin Luther King Jr Day. No School**

### February 2025

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | |

**10 In Service. No School**
**17-21 Winter Break**

### March 2025

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | 31 | | | | | |

**21 End of Quarter 3**

### April 2025

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | | | |

**21-25 Spring Break**

### May 2025

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | | | | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | 31 |

**26 Memorial Day. No School**

### June 2025

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | | | | | |

**5 Last Day of School & End of Quarter 4**
**6 No School**
**9 Summer School Begins**
**16 Juneteenth. No School**

### July 2025

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | 31 | | |

**4 Fourth of July. No School**
**18 Last Day of Summer School**

### August 2025

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | | | | | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |
| 31 | | | | | | |

**1-11 Summer Break**
**12-13 In Service. No School**
**14 First Day of School**

**August 6 & 7:** In-Service
**August 8:** First Day of School
**October 11:** End of Quarter 1
**December 20:** End of Quarter 2
**March 21:** End of Quarter 3
**June 5:** End of Quarter 4, Last Day of School

Second Start Inc.
Learning Disabilities Programs

Thank you for considering, below is the summary of our proposed 2024-2025 rates.

| service | rate |
|---|---|
| Basic daily | $305.00/day |
| Speech therapy | $177.00/hour |
| Speech assessment | $1,062.00 |
| Occupational Therapy | $170.00/hour |
| Occupational therapy assessment | $1,020.00 |
| Counseling - individual | $160.00/hour |
| Behavior Counseling - Ind** | $75.00/hour |
| Transportation | $130.00/day |
| 1:1 aide | $58.00/hour |
| Daily student meals reimbursement | $13.00/day |

**** Behavior counseling is a new service**

As always, thank you for your consideration, time and continued support.

Kind Regards,

Tara Bevington
Executive Director

# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

## PURCHASE ORDER / CONTRACT CHANGE ORDER (POCO)

P.O. No. _____ Contract No. 247035

Original P.O Amount $_____ Contract Original Amount $47,000.00

Vendor Name: Language People Vendor No. 300238

Please check:

_____ Cancel P.O. / Contract
_____ Change Item No.: _____
X 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 $47,000.00
Change Order #: increase $9,970.00
Change Order #: _____ $_____
Change Order #: _____ $_____

**New Contract Total** (including Change Orders) $56,970.00

| 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 | 010 | 0000 | 0 | 5815 | 00 | 1110 | 1000 | 000000 | 305 | 1140 | $9,970.00 | 1C |
| | | | | | | | | | | | | 7/8/24 |

Reason for Adjustment:
Increase contract for the amount of $9,970.00 to cover the remaining April, May and June invoices.

School/Dept.: State and Federal Requested by: Veronica Robles

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

Kiela Jimenez _____ 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.)

**Purchase Order**

**No.** CO 247035

MERCHANDISE MUST SHOW THIS NUMBER ON INVOICES, PACKAGES AND CORRESPONDENCE.

# Alum Rock Union School District

2930 Gay Ave, San Jose, CA 95127-2398
Accts Payable: 408-928-6852
Purchasing: 408-928-6838

SHIP TO: DISTRICT WAREHOUSE
2930 GAY AVE.
SAN JOSE, CA 95127

VENDOR: 300238 Phone: (707)538-8900
Fax: -
Email: MERICKSON@LANGUAGEPEOPLE.COM

TO: LANGUAGE PEOPLE INC
PO BOX 2635
TEMECULA CA 92593

| PO DATE | SUBMITTED BY | | SITE NAME | | REQ. NO. |
|---|---|---|---|---|---|
| 06/26/2023 | ALEJANDRA BASULTO | | STATE AND FEDERAL | | 240047 |
| **TERMS** | JUNE 22 23. FIRMS | **FOB** | SANDRA GARCIA | **DELIVERY DATE** | |

| ITEM | QUANTITY | UNIT | DESCRIPTION | UNIT PRICE | TOTAL PRICE | STORES # |
|---|---|---|---|---|---|---|
| | | | PLEASE ENTER OUR ORDER FOR THE FOLLOWING | | | |
| 01 | 1 | | ***SERVICE CONTRACT***<br>LANGUAGE PEOPLE INC. WILL PROVIDE ADDITIONAL INTERPRETATION AND TRANSLATION SERVICES IN SPANISH, VIETNAMESE AND OTHER LANGUAGES ON "AS NEEDED" BASIS TO SUPPORT/INCREASE PARENT INVOLVEMENT IN THE ALUM ROCK UNION SCHOOL DISTRICT.<br>TERM:07/01/2023-06/30/2024<br>BOARD APPROVED JUNE 22,2023 | 35,000.00 | 35,000.00 | 000000 |
| 02 | 1 | | *******CONTRACT EXTENSION*******<br>CHANGE ORDER #1: INCREASE CONTRACT BY $12,000.00 TO PROVIDE ADDITIONAL INTERPRETATION AND TRANSLATION SERVICES FOR BARBARA CAMPBELL IN SPANISH, VIETNAMESE, AND OTHER LANGUAGES ON AN "AS NEEDED" BASIS TO SUPPORT/INCREASED PARENT INVOLVEMENT IN THE ARUSD.<br>TERM: 07/01/2023-06/30/2024<br>BOARD APPROVED JANUARY 18, 2024 | 12,000.00 | 12,000.00 | 000000 |

Fnd Resc Y Objt SO Goal Func CstCtr Ste Prgm Amount

**PO VENDOR INSTRUCTIONS**

1. Invoices should be sent to Alum Rock District at the address show above.
2. Above purchase order number must appear on all invoices and packing slips.
3. NOTE: District will not honor any commitment made without a purchase order.
4. This purchase order can't be processed for payment until all articles are delivered, unless written permission is obtained.
5. The total amount of the purchase including tax and shipping c harges shall not exceed the amount shown by more than 10% unless written permission is obtained from purchasing dept.
6. Make no substitutions unless specifically authorized in writing.
7. All articles must conform to all CAL-OSHA safety codes. Send all MSDS reports with orders.
8. No backorders.

By _____
AUTHORIZED SIGNATURE

**PURCHASING COPY**

# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

## INDEPENDENT CONTRACTOR AGREEMENT

Req # 240C 17

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: State and Federal Dept. (School/Dept.) VENDOR NO 300238

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: Language People Inc.

Address: PO Box 2635 City: Temecula State: CA Zip: 92593

Phone: ( 707 ) 538-8900 Email Address: LWrench@languagepeople.com

SSN: _____ or Fed I.D. # _____

**Mutually agree and promise as follows:**

2 **CONTRACT TERM:** start date July 1, 2023 end date June 30, 2024

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

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

Language People Inc., will provide additional interpretation and translation service in Spanish, Vietnamese and other languages on "as needed" basis to support/increase parent involvement in the Alum Rock Union School District.

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:** $35,000.00 (describe rate agreement) Special Ed: $27,000.00

State & Federal: $8,000.00

5. **BUDGET CODE:**

| FD | RESC | PY | OBJECT | SUB-OBJ | GOAL | FCTN | COST-CNTR | LOC | PROG | $AMOUNT | BUS OFC Initials |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 010 | 0000 | 0 | 5815 | 00 | 1110 | 1000 | 000000 | 305 | 1140 | $27,000.00 | |
| 010 | 0000 | 0 | 5815 | 00 | 1110 | 1000 | 000000 | 360 | 5420 | $8,000.00 | 6/14/23 |

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

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

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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# 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. 22796

Submitted by: Kiela Jimenez

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: Plushy Feely Corp

Address: 548 Market St #98006 City: San Francisco State: CA Zip: 94104

Phone: ( 415 ) 578-1100 Email Address: ned@kimochis.com

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

**Mutually agree and promise as follows:**

2. **CONTRACT TERM:** start date August 7, 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:

Plushy Feely Corp will provide training on August 7, 2024 and two coaching calls for ARUSD elementary expanded learning programs (ASES/ELOP) in alignment with district SEL program for the 2024-2025 school year. Up to 60 attendees.

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:** $8,500.00 (describe rate agreement) training: $7,500.00 and coaching call: 2 calls $500/call. Total: $8,500.00

5. **BUDGET CODE:**

| FD | RESC | PY | OBJECT | SUB-OBJ | GOAL | FCTN | COST-CNTR | LOC | PROG | $AMOUNT | BUS OFC Initials |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 060 | 6010 | 0 | ~~4300~~ 5815 | 00 | 1110 | 1000 | 000000 | 360 | 1386 | $8,500.00 | 7/8/24 MB 7/8/24 |
| | | | | | | | | | | | |

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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Kimochis

Kimochis Training
Alum Rock Union School District
August 7, 2024

**Details:**
Training: $7500 for up to 60 people on August 7, 2024
Coaching Calls: 2 calls at $500 each – dates TBD

Training Date/Time: 8/7/24, 8am-3pm
8-11 am - all in training
11-11:20 am - elementary curriculum users stay for specific training
11-12 - early childhood users on lunch break
11:20-12:20 - elementary users on lunch break
12-12:20 - early childhood users specific training
12:20-3 - all in training

Training Location:
Alum Rock District Office (conference room #4)
2930 Gay Ave
San Jose, CA 95127

Kimochis will provide a trainer for each date and time as well as all planning and preparation as a part of this SOW.

Purchase order or payment must be received a minimum of 4 weeks prior to the training to reserve the spot.

**Cancellation Policy** – we will work with you to reschedule based upon availability, but if there is not a reschedule, the following fees apply.

Over 60 days -$200 fee
30-60 days – 50% of the total
15-30 days –80% of the total
Less than 15 days –100% of the total
Rescheduling fee -$500/training day



Doc ID: eb083275e0cfde18e9305e0e0607e88a5b922804

# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

## INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

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

Submitted by: Kiela Snider-Jimenez

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: GKS Education, LLC DBA: Sylvan Learning

   Address: 5415 Camden Ave City: San Jose State: CA Zip: 95124

   Phone: ( 408 ) 448-8100 Email Address: sylvanlearningsanjose@gmail.com

   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:

   Sylvan Learning offers SylvanSync and AceIT programs. They will provide tutoring services in reading or math to ARUSD students 2nd-8th grade for centrally organized student groups (Migrant, Foster or McKinney Vento) or any interested district schools during the 2024-2025 school year. SCCOE will contribute $12,000 for the Migrant program.

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:** $up to $99,000 (describe rate agreement) Hourly rate (range $35-$49.00 small groups) and (range $1,050-$1,176 independent) depending on the program. Not to exceed $99,000.00

5. **BUDGET CODE:**

| FD | RESC | PY | OBJECT | SUB-OBJ | GOAL | FCTN | COST-CNTR | LOC | PROG | $AMOUNT | BUS. OFC Initials |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 010 | 0000 | 0 | 5815 | 00 | 1110 | 1000 | 000000 | 360 | 7221 | | 7/9/24 |
| | | | | Master | - | various | codes | | | | |

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**



Doc ID: dc8e17049cb7d751dd741b662d3d781e7ddfe0cb

Sylvan Learning San Jose
5415 Camden Ave, San Jose, CA 95124
Phone: 408-257-2740 | 408-448-8100
Email: sylvanlearningsanjose@gmail.com

## Contract Services Provided by Sylvan Learning San Jose

## ARUSD Service Proposal School Year 2024-2025

### SUMMARY

1) **Ace it! Tutoring Program - Small Group Instruction:**

**Program Summary:**

Teacher-directed small group instruction to meet individual student needs:

- Begins with an assessment to determine specific learning needs
- Students are placed in small groups (6-8 students per group) based on their learning needs
- Teachers provide instruction on learning objectives, motivate students, and reward them for their achievement and effort
- Ace it! instructional materials are used for tutoring
- **Delivered on school premises, in-person, in after-school hours**
- Each student receives 2 hours of tutoring per week
- Available for Reading or Math
- Includes an end-of-program assessment as well as a progress report to the school for the students who completed the program

**Program Length and Pricing:**

- Includes 30 hours of instruction (can be extended, based on needs of the school)
  - Minimum 24 hours of instruction required
- Tuition: **$35 / hour per student**
- Total fee for 30 hours of instruction: **$1050 per student**
  - Fee for 24 hours of instruction: $840 per student
- Flexibility to add, remove, or swap students in the middle of the program

Sylvan Learning San Jose
5415 Camden Ave, San Jose, CA 95124
Phone: 408-257-2740 | 408-448-8100
Email: sylvanlearningsanjose@gmail.com

## 2) SylvanSync Program - Personalized Instruction:

### Program Summary:

Teacher-directed personalized instruction tailored to each individual student:

- Begins with an assessment to determine specific learning needs
- Personalized learning plan created for each student based on the assessment
- Each teacher works with 1-3 students at a time
- Teachers provide instruction on learning objectives, motivate students, and reward them for their achievement and effort
- SylvanSync instructional materials are used for tutoring
- **Delivered at Sylvan locations, or live online**
- Flexible schedule (after-school as well Saturday morning hours available)
- Each student receives 2 hours of tutoring per week
- Available for Reading or Math
- Includes an end-of-program assessment as well as a progress report to the school and parents for the students who completed the program

### Program Length and Pricing:

- Includes 24 hours of instruction (can be extended, based on needs of the school)
- Tuition: **$49 / hour per student**
- Total fee for 24 hours of instruction: **$1176 per student**
- Flexibility to add, remove, or swap students in the middle of the program

# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

## PURCHASE ORDER / CONTRACT CHANGE ORDER (POCO)

P.O. No. _____ Contract No. 247289

Original P.O Amount $_____ Contract Original Amount $37,818.00

Vendor Name: Tutor Works Vendor No. 021300

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 | $37,818.00 |
| Change Order #: 1 | $27,313.00 |
| Change Order #: _____ | $_____ |
| Change Order #: _____ | $_____ |
| **New Contract Total** (including Change Orders) | $65,131.00 |

| 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 | 3214 | 0 | 5815 | 00 | 1110 | 1000 | 000000 | 360 | 7393 | $27,313.00 | 7/8/24 |
| | | | | | | | | | | | | |

Reason for Adjustment:
Additional instructional services for the months of April, May and June. This is for 13 seesions at Adelante II.

School/Dept.: State and Federal Requested by: Veronica Robles

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

Kiela Snider-Jimenez _____ 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.)

TUTORWORKS
Academic Services

# INVOICE

Fiscal Year: 2023-2024
Invoice Num: 0624-3414
Date: 05/31/2024
Terms: Net 30

Amount Due: 27,313.00

Alum Rock Union Elementary School District
ATTN: State & Federal
2930 Gay Avenue
San Jose, CA 95127

**Purchase Order # 20241323**

247289

| ACADEMIC PROGRAM | SERVICE DESCRIPTION | QTY | RATE | AMOUNT |
|---|---|---|---|---|
| TutorWorks Foundations Program | Adelante Elementary School: Adelante 2<br>April/May/June 2024 Instruction of (13) Sessions | 13 | 2,101.00 | 27,313.00 |

**NEW CHARGE TOTAL 27,313.00**

6/12/24

TutorWorks, Inc.
Phone (650) 298-8867
1225 4th Street #103 San Francisco, CA 94158

R#2407910

---MASTER---

# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

## INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: State and Federal Dept. (School/Dept.) VENDOR NO. 21300

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 Tutorworks Academic Services

Address: 700 Airport Blvd Ste#450 City: Burlingame State: CA Zip: 94010

Phone: ( 650 ) 298-8867 Email Address: dterzian@tutorworks.org

SSN _____ or Fed I.D. #. _____

**Mutually agree and promise as follows:**

2. **CONTRACT TERM:** start date September 11, 2023 end date June 30, 2024

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

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

Tutorworks will provide an on-site and/or virtual academic tutoring program that is customized to address students' specific needs.The program integrates certified staff and technology based support as part of the instructional program.Tutorworks will work with ARUSD staff to determine hours of service for students

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:** $250,000 (nte) (describe rate agreement) Hourly rate per student: $42.02 per hour

Not to exceed $250,000 (various sites/department)

5 **BUDGET CODE:**

| FD | RESC | PY | OBJECT | SUB-OBJ | GOAL | FCTN | COST-CNTR | LOC | PROG | $AMOUNT | BUS OFC Initials |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 060 | 7425 | 0 | 5815 | 00 | 1110 | 1000 | 010200 | 360 | 7390 | 175,000 | JS 8/1/23 CH 8/1/23 |
| | | | | Master | | - | various | codes | up to | 75,000 | |

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

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

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**



Doc ID 8dbeacc227a03c3ae21b845741bd7885ec15bae8

**Purchase Order**

**No.** CO 247289

MERCHANDISE MUST SHOW THIS NUMBER ON INVOICES, PACKAGES AND CORRESPONDENCE.

# Alum Rock Union School District

2930 Gay Ave, San Jose, CA 95127-2398
Accts Payable: 408-928-6852
Purchasing: 408-928-6838

SHIP TO: DISTRICT WAREHOUSE
2930 GAY AVE.
SAN JOSE, CA 95127

VENDOR: 021300
Phone: (650)298-8867
Fax: (866)694-3525
Email:

TO: TUTORWORKS INC.
700 AIRPORT BLVD., STE. #450
BURLINGAME CA 94010

| PO DATE | SUBMITTED BY | SITE NAME | | REQ. NO. |
|---|---|---|---|---|
| 02/09/2024 | ANGELICA AGUILERA | ADELANTE 11 | | 242457 |
| TERMS | AUG.23 PARTICIPATIO | FOB JOSE CORTEZ | DELIVERY DATE | |

| ITEM | QUANTITY | UNIT | DESCRIPTION | UNIT PRICE | TOTAL PRICE | STORES # |
|---|---|---|---|---|---|---|
| | | | PLEASE ENTER OUR ORDER FOR THE FOLLOWING | | | |
| 01 | 1 | | ***PARTICIPATION SERVICE CONTRACT*** TUTORWORKS ACADEMIC SERVICES WILL PROVIDE AN ON-SITE AND/OR VIRTUAL ACADEMIC TUTORING PROGRAM THAT IS CUSTOMIZED TO ADDRESS STUDENTS' SPECIFIC NEEDS AT ADELANTE II ACADEMY. THE PROGRAM INTEGRATES CERTIFIED STAFF AND TECHNOLOGY BASED SUPPORT AS PART OF THE INSTRUCTIONAL PROGRAM FOR 2023-2024 SCHOOL YEAR. COST IS $42.02 PER STUDENT PER HOUR NOT TO EXCEED $250,000.00 (VARIOUS SITES/DEPARTMENT). REFERENCE MASTER CONTRACT CO 247123 TERM: 09/11/2023-06/30/2024 BOARD APPROVED AUGUST 10, 2023 | 37,818.00 | 37,818.00 | 000000 |

**PO VENDOR INSTRUCTIONS**

1. Invoices should be sent to Alum Rock District at the address show above.
2. Above purchase order number must appear on all invoices and packing slips.
3. NOTE: District will not honor any commitment made without a purchase order.
4. This purchase order can't be processed for payment until all articles are delivered, unless written permission is obtained.
5. The total amount of the purchase including tax and shipping c harges shall not exceed the amount shown by more than 10% unless written permission is obtained from purchasing depl.
6. Make no substitutions unless specifically authorized in writing.
7. All articles must conform to all CAL-OSHA safely codes. Send all MSDS reports with orders.
8. No backorders.

By _____ AUTHORIZED SIGNATURE

**VENDOR COPY**

# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

## PURCHASE ORDER / CONTRACT CHANGE ORDER (POCO)

P.O. No. _____ Contract No. 247290

Original P.O Amount $_____ Contract Original Amount $42,356.16

Vendor Name: Tutor Works Vendor No. 021300

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 $42,356.16
Change Order #: 1 $20,673.84
Change Order #: _____ $_____
Change Order #: _____ $_____

**New Contract Total** (including Change Orders) $67,568.16

| 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 | 3214 | 0 | 5815 | 00 | 1110 | 1000 | 000000 | 360 | 7393 | $20,673.84 | |
| | | | | | | | | | | | | |

7/8/24

Reason for Adjustment:
Additional instructional services for the months of April, May and June. This is for 13 seesions at Lyndale.

School/Dept.: State and Federal Requested by: Veronica Robles

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

Kiela Snider-Jimenez 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.)

RTP

TUTORWORKS
Academic Services

# INVOICE

Alum Rock Union Elementary School District
ATTN: State & Federal
2930 Gay Avenue
San Jose, CA 95127

**Fiscal Year:** 2023-2024
**Invoice Num:** 0624-3416
**Date:** 05/31/2024
**Terms:** Net 30

**Amount Due:** 25,212.00

**Purchase Order # 20241323**

247290

| ACADEMIC PROGRAM | SERVICE DESCRIPTION | QTY | RATE | AMOUNT |
|---|---|---|---|---|
| TutorWorks Foundations Program | Lyndale Elementary School: Session Group B<br>April/May/June 2024 Instruction of (12) Sessions | 12 | 2,101.00 | 25,212.00 |

**NEW CHARGE TOTAL** **25,212.00**

6/12/24

TutorWorks, Inc.
Phone (650) 298-8867
1225 4th Street #103 San Francisco, CA 94158

TUTORWORKS
Academic Services

# INVOICE

Fiscal Year: 2023-2024
Invoice Num: 0324-3404
Date: 03/31/2024
Terms: Net 30

Amount Due: 16,808.00

Alum Rock Union Elementary School District
ATTN: State & Federal
2930 Gay Avenue
San Jose, CA 95127

Purchase Order # 20241323

| ACADEMIC PROGRAM | SERVICE DESCRIPTION | QTY | RATE | AMOUNT |
|---|---|---|---|---|
| TutorWorks Foundations Program | Lyndale Elementary School:<br>Discounted Course Rate of $37,818 For (18) Sessions<br>March 2024 Instruction of (8) Sessions | 8 | 2,101.00 | 16,808.00 |

NEW CHARGE TOTAL 16,808.00

TutorWorks, Inc.
Phone (650) 298-8867
1225 4th Street #103 San Francisco, CA 94158

**Purchase Order**

**No.** CO 247290

**MERCHANDISE MUST SHOW THIS NUMBER ON INVOICES, PACKAGES AND CORRESPONDENCE.**

# Alum Rock Union School District

2930 Gay Ave, San Jose, CA 95127-2398
Accts Payable: 408-928-6852
Purchasing: 408-928-6838

SHIP TO: DISTRICT WAREHOUSE
2930 GAY AVE.
SAN JOSE, CA 95127

VENDOR: 021300
Phone: (650)298-8867
Fax: (866)694-3525
Email:

TO: TUTORWORKS INC.
700 AIRPORT BLVD., STE. #450
BURLINGAME CA 94010

| PO DATE | SUBMITTED BY | SITE NAME | REQ. NO. |
|---|---|---|---|
| 02/09/2024 | ANGELICA AGUILERA | LYNDALE ELEM | 242458 |
| TERMS | AUG.23 PARTICIPATIO FOB | KASTURI BASU | DELIVERY DATE |

| ITEM | QUANTITY | UNIT | DESCRIPTION | UNIT PRICE | TOTAL PRICE | STORES # |
|---|---|---|---|---|---|---|
| | | | PLEASE ENTER OUR ORDER FOR THE FOLLOWING | | | |
| 01 | 1 | | ***PARTICIPATION SERVICE CONTRACT*** TUTORWORKS ACADEMIC SERVICES WILL PROVIDE AN ON-SITE AND/OR VIRTUAL ACADEMIC TUTORING PROGRAM THAT IS CUSTOMIZED TO ADDRESS STUDENTS' SPECIFIC NEEDS AT LYNDALE ELEMENTARY. THE PROGRAM INTEGRATES CERTIFIED STAFF AND TECHNOLOGY BASED SUPPORT AS PART OF THE INSTRUCTIONAL PROGRAM FOR 2023-2024 SCHOOL YEAR. COST IS $42.02 PER STUDENT PER HOUR NOT TO EXCEED $250,000.00 (VARIOUS SITES/DEPARTMENT). REFERENCE MASTER CONTRACT CO 247123 TERM: 09/11/2023-06/30/2024 BOARD APPROVED AUGUST 10, 2023 | 37,818.00 | 37,818.00 | 000000 |
| 02 | 1 | | POCO 6/12/24: INCREASE PO IN THE AMOUNT OF $4,538.16. TUTORWORKS WILL PROVIDE TUTORING TO NINE NEWCOMER STUDENTS TWICE A WEEK FOR SIX WEEKS. REFERENCE MASTER CO 247123 TERM: 9/11/2023-6/30/2024 BOARD APPROVED AUGUST 10, 2023 | 4,538.16 | 4,538.16 | 000000 |

**PO VENDOR INSTRUCTIONS**

1. Invoices should be sent to Alum Rock District at the address show above.
2. Above purchase order number must appear on all invoices and packing slips.
3. NOTE: District will not honor any commitment made without a purchase order.
4. This purchase order can't be processed for payment until all articles are delivered, unless written permission is obtained.
5. The total amount of the purchase including tax and shipping c harges shall not exceed the amount shown by more than 10% unless written permission is obtained from purchasing dept.
6. Make no substitutions unless specifically authorized in writing.
7. All articles must conform to all CAL-OSHA safely codes. Send all MSDS reports with orders.
8. No backorders.

By _____
AUTHORIZED SIGNATURE

**VENDOR COPY**

R#2407910

---MASTER---

# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

## INDEPENDENT CONTRACTOR AGREEMENT

TO DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: State and Federal Dept. (School/Dept.) VENDOR NO. 21300

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 Tutorworks Academic Services

Address: 700 Airport Blvd Ste#450 City Burlingame State CA Zip: 94010

Phone: ( 650 ) 298-8867 Email Address dterzian@tutorworks.org

SSN _____ or Fed I.D # _____

**Mutually agree and promise as follows:**

2. **CONTRACT TERM:** start date September 11, 2023 end date June 30, 2024

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

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

Tutorworks will provide an on-site and/or virtual academic tutoring program that is customized to address students' specific needs. The program integrates certified staff and technology based support as part of the instructional program. Tutorworks will work with ARUSD staff to determine hours of service for students

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:** $250,000 (nte) (describe rate agreement) Hourly rate per student: $42.02 per hour

Not to exceed $250,000 (various sites/department)

5. **BUDGET CODE:**

| FD | RESC | PY | OBJECT | SUB-OBJ | GOAL | FCTN | COST-CNTR | LOC | PROG | $AMOUNT | BUS OFC Initials |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 060 | 7425 | 0 | 5815 | 00 | 1110 | 1000 | 010200 | 360 | 7390 | 175,000 | CR 8/3/23 |
| | | | | Master | | - | various | codes | up to | 75,000 | |

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

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

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**



Doc ID 8dbeacc227a03c3ae21b845741bd7885ec15bae8

# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

## INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Student Services (School/Dept.) VENDOR NO. 300239

Submitted by: Jesus Araujo

☑ **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: 1x2 Global LLC

Address: 1565 Alameda, Garden Suite City: San Jose State: CA Zip: 95126

Phone: (_____) Email Address: ap@1x2global.com

SSN: _____ or Fed I.D. #: 84-2084979

**Mutually agree and promise as follows:**

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on July 18, 2024, and will diligently perform as required and complete performance by June 30, 2027, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

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

1x2 Global will provide ARUSD a comprehensive AED management program. Agency will manage district online portal for AED inspections, manage school staff inspectors and coordinator, respond to ~~equipment and program issues via phone or website and conduct a once a year in-person inspection.~~ Year 1 $5834.06, year 2 $9682.77 and year 3 $5894.06

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:** $21,410.89 (describe rate agreement) Year 1- $5,834.06; Year 2 - $9682.77 and Year 3 - $5,894.06

5. **BUDGET CODE:**

| FD | RESC | PY | OBJECT | SUB-OBJ | GOAL | FCTN | COST-CNTR | LOC | PROG | $AMOUNT | BUS. OFC Initials |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 010 | 0000 | 0 | 5815 | 00 | 0000 | 8100 | 000000 | 340 | 5350 | $21,410.89 | 7/3/24 |
| | | | | | | | | | | | |
| | | | | | | | | | | | |

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**

onebytwo
GLOBAL

**CONTINUATION OF SERVICES AGREEMENT**
**ALUM ROCK SCHOOL DISTRICT**

This service agreement is between **Alum Rock Union School District** and contractor **onebytwo Global** for a term of (3) years, plus the option of a 4-year extension. This agreement will begin **July 1, 2024** and end on **June 30, 2027**.

**SERVICES/SCOPE OF WORK**: Contractor shall provide the following professional services:

**Annual Site Inspection**

- Yearly verification of AEDs' readiness for deployment
- Replacement of pads and batteries prior to expiration
- Update AED accessory expirations in portal
- Service AED cabinet batteries
- Signage, stickers
  - All signs need to be mounted by school facilities
  - Replace AED 'how to use guides/signs' when faded/damaged utilizing client incidentals funding per open PO

*Inspections will be completed during 1 selected week per fiscal year between the hours of 8:30am-3:30pm.

**Online Program Management**

- Manage and train elected school AED inspectors/site coordinators on AED management system
- Track AEDs and accessories including supplies, expiration dates, site inspectors.
- Email notifications and follow-up reminders for quarterly inspections

- QR codes for Quick inspections

*School sites are responsible to provide updated personnel report at the beginning of each fiscal year (Inspection_Personnel)

**Post-AED Usage Support**

- Supply loaner and AED replacement parts and accessories
- Medical over-site and ECG report provided to patients physician per request
- Submit required usage reports to Santa Clara County EMS Agency
- Debriefing session with school responders per request
- Provide 1 set of replacement pads
- Yearly Program includes '1' Post-Use support per AED/year
  - Cost is $425.00 for >1 usage.

**Consulting per RFQ**

- Review OSHA requirements and ensure programs are compliant
- Emergency Training (See Addendum)

**LOCATION**: Work shall be performed as required at each specific site/ location of AEDs/facilities within the District.

**COMPENSATION**: District agrees to pay Contractor for Product and Services at the beginning of each fiscal year (See attached estimates). The purchase of additional AEDs or optional training is not included in this agreement.

onebytwo Global is pleased to offer a discounted rate to prior Santa Clara County/Racing Hearts grant recipients for the continuation of AED compliance services.

Additional fees may apply in the event of specific requests for Emergency Response training and education courses, additional field service inspection and special requests.

**ALUM ROCK UNION SCHOOL DISTRICT**
**EXHIBIT A**

**PROJECTED SCHEDULE OF SERVICES & COST OVERVIEW**

Number of AEDs = 30

**YEAR 1** – July 1, 2024-June 30, 2025

**YEAR 2** – July 1, 2025-June 30, 2026

**YEAR 3** – July 1, 2026-June 30,2027

## Cost Overview

**Below is a cost overview of the financial investment for a 3 year program.**

**YEAR 1: $5,834.06**

- AED Program Management Bundle
  - AED management system
  - 1 yearly inspection
- Change AED cabinet batteries

**YEAR 2: $9682.77**

- AED Program Management Bundle
  - AED management system
  - 1 yearly inspection
- Change expiring AED Accessories
- Change AED cabinet Batteries

**YEAR 3: $5,894.06**

- AED Program Management Bundle
    - AED Management System
    - 1 yearly inspection
- Change AED cabinet batteries

**Additional Service Requests:**

- If a second visit is required or requested to a school, each site will be billed for an additional field service inspection at a minimum of $150 per AED

**Delinquent Invoices**

- Invoices are do within 30days or a 5% late fee will be applied for each month delinquent

**onebytwo Global LLC**
145 Dillon Ave Ste A
Campbell, CA 95008 US
+1 8338515141
ap@1x2global.com

# Estimate

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

**SHIP TO**
Alum Rock School District
2930 Gay Ave
San Jose, CA 95127

**ESTIMATE #** 1719
**DATE** 06/07/2024
**EXPIRATION DATE** 07/31/2024

**PROJECT**
Year 1 2024

| ACTIVITY | DESCRIPTION | QTY | RATE | AMOUNT |
|---|---|---|---|---|
| **School District AED program bundle** | Includes -- Program management (online AEDREADY system), program support, a yearly AED site inspection (we will change out any AED accessories on yearly visit as needed) | 30 | 189.00 | 5,670.00 |
| **TL1 Cabinet Battery pack** | Includes: 3 Button Batteries per Cabinet | 30 | 5.00 | 150.00T |

Year 1
July 1st, 2024 - June 30th, 2025
Note: Discounts are based on Philips 'current' list price which average 3% increase each year

| | |
|---|---|
| SUBTOTAL | 5,820.00 |
| TAX | 14.06 |
| TOTAL | **$5,834.06** |

Accepted By

Accepted Date

**onebytwo Global LLC**
145 Dillon Ave Ste A
Campbell, CA 95008 US
+1 8338515141
ap@1x2global.com

# Estimate

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

**SHIP TO**
Alum Rock School District
2930 Gay Ave
San Jose, CA 95127

**ESTIMATE #** 1718
**DATE** 06/07/2024

**PROJECT**
Year 2 2025

| ACTIVITY | DESCRIPTION | QTY | RATE | AMOUNT |
|---|---|---|---|---|
| **School District AED program bundle** | Includes -- Program management (online AEDREADY system), program support, a yearly AED site inspection (we will change out any AED accessories on yearly visit as needed) | 30 | 191.00 | 5,730.00 |
| **FRx Pads (989803139261)** | SMART Pads II<br>List price - $64.00<br>15% discount | 60 | 54.40 | 3,264.00T |
| **OnSite and FRX Battery (M5070A)** | Long Life LiMn02<br>List price - $189.00<br>15% discount | 1 | 160.65 | 160.65T |
| **TL1 Cabinet Battery pack** | Includes: 3 Button Batteries per Cabinet | 30 | 5.00 | 150.00T |
| **Shipping Fee** | Pads & Battery | 1 | 43.00 | 43.00 |

Year 2
July 1st, 2025 - June 30th, 2026
Note: Discounts are based on Philips 'current' list price which average 3% increase each year

| | |
|---|---|
| SUBTOTAL | 9,347.65 |
| TAX | 335.12 |
| TOTAL | **$9,682.77** |

Accepted By

Accepted Date

**onebytwo Global LLC**
145 Dillon Ave Ste A
Campbell, CA 95008 US
+1 8338515141
ap@1x2global.com

# Estimate

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

**SHIP TO**
Alum Rock School District
2930 Gay Ave
San Jose, CA 95127

**ESTIMATE #** 1720
**DATE** 06/07/2024

**PROJECT**
Year 3 2026

| ACTIVITY | DESCRIPTION | QTY | RATE | AMOUNT |
|---|---|---|---|---|
| **School District AED program bundle** | Includes -- Program management (online AEDREADY system), program support, a yearly AED site inspection (we will change out any AED accessories on yearly visit as needed) | 30 | 191.00 | 5,730.00 |
| **TL1 Cabinet Battery pack** | Includes: 3 Button Batteries per Cabinet | 30 | 5.00 | 150.00T |

Year 3
July 1st, 2026 - June 30th, 2027
Note: Discounts are based on Philips 'current' list price which average 3% increase each year

| | |
|---|---|
| SUBTOTAL | 5,880.00 |
| TAX | 14.06 |
| TOTAL | **$5,894.06** |

Accepted By

Accepted Date

# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

## INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Student Services (School/Dept.) VENDOR NO. 013882

Submitted by: Imee C. Almazan, Ed.D.

☑ **Independent Contract** ☐ **MOU**

☐ Master Contract

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

Name of Individual/Company: YMCA of Silicon Valley - Project Cornerstone

Address: 550 S. Winchester Blvd Ste 250 City: San Jose State: CA Zip: 95128

Phone: ( 408 ) 351-6482 Email Address: debbi@projectcornerstone.org.

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

**Mutually agree and promise as follows:**

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on July 18, 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").

Project Cornerstone will support in ARUSD's efforts to provide a positive school climate by conducting workshops/engagement programs for staff, parents and students on various topics including Assest Building Champions (ABC), Los Dichos and SEL Program (Social and Emotional Learning).

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

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

☑ b. **Other:** $ 11,550.00 (describe rate agreement) Flat Rate

5. **BUDGET CODE:**

| FD | RESC | PY | OBJECT | SUB-OBJ | GOAL | FCTN | COST-CNTR | LOC | PROG | $AMOUNT | BUS. OFC Initials |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 010 | 0000 | 0 | 5815 | 00 | 1110 | 3130 | 000000 | 340 | 5210 | $11,550.00 | 7/9/24 |
| | | | | | | | | | | | |
| | | | | | | | | | | | |

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

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

**CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING**

the YMCA

FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

PROJECT CORNERSTONE
A YMCA of Silicon Valley Initiative

**Memorandum of Understanding**
YMCA of Silicon Valley Project Cornerstone & Alum Rock Union School District
July 2024 – June 2025

This memorandum of understanding outlines the agreement between the YMCA of Silicon Valley Project Cornerstone (Project Cornerstone) and Alum Rock Union School District (ARUSD) regarding implementation of the Project Cornerstone School Partnership during the period of July 2024 – June 2025.

Project Cornerstone will partner with ARUSD to help provide a positive school climate with social and emotional learning support for all its students and to increase parent/adult and staff engagement. The goal of this collaboration is to educate both adults and students on how to create an environment where all youth feel valued, respected, and known. Project Cornerstone programs and services instill a sense of belonging and empowerment to help youth succeed and thrive. Project Cornerstone continues to offer both in-person and virtual services, depending on the training, workshops, and programs.

1. **Use of Resources:**
   a. Project Cornerstone will assign a director to provide service coordination.
   b. ARUSD will assign a liaison to coordinate services.
   c. ARUSD will provide space for services and programs at no cost to Project Cornerstone.

2. **Payment and Service Report Terms:**
   a. ARUSD will pay Project Cornerstone $11,550 due August 12, 2024.
   b. Project Cornerstone will submit an end-of-year report on services provided by mid-June 2025.

3. **Coordination and Delivery of Services from the Project Cornerstone "menu" include programs such as the following:**
   a. At elementary school sites: ***Bilingual Preschool, Transitional Kindergarten/Kindergarten (TK/K)***, ***Asset Building Champions (ABC)***, and/or ***Los Dichos*** program(s), including the 2024-25 curriculum, training, and support. Schools, districts, or organizations cover an additional cost for books, purchased directly from book sellers.
   b. At middle school sites: ***Middle School SEL (Social and Emotional Learning) Program*** including the 2024-25 curriculum, training, and support. Other middle school asset building activities may also be supported.

4. **Coordination and Delivery of Services from the Project Cornerstone "menu" may include services/programs such as the following, depending on Project Cornerstone's staffing capacity/calendar:**
   a. Half-day student workshop (grades 4-8), ***Expect Respect***, and ongoing support to develop leadership skills, educate students about ways to reduce bullying, and promote healthy behaviors on campus. Students will develop action plans to promote safe, caring school climates, which will be implemented during the school year with the support of a school faculty/adult advisor.

   b. ***Staff Professional Development*** training (1.5 hours/session): Topics from the Project Cornerstone "menu" may include Introduction to Developmental Assets, Inclusion, Classroom Management, or other topics on the menu. Custom staff professional development training (including consultation, customized content development and activities, and delivery) may be offered for an additional fee (not covered in this MoU).

   c. ***Parent Education*** single-session workshops (1. 5 hours/session): Topics include, but are not limited to, Developmental Assets/Relationships, bullying prevention, understanding adolescent brain development, creating caring relationships, and stress management.

   d. The ***Take It Personally*** educational workshop series for parents/adults: The series typically runs for six weeks with one 90-minute session each week. The curriculum uses Developmental Assets as the foundation to build positive

9.07

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

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION - BOARD OF EDUCATION**

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To the Board of Trustees: Date: **July 18, 2024**

**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 July 18, 2024

**Recommendation:**
Staff recommends acceptance of the following memorandum(s) of understanding. MOU details are on file in the Purchasing Office.

Approved by: Minh Tang M.T. Title: Procurement Manager

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

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

**Recommend Approval**
9.07
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 |
|---|---|---|---|---|
| Ben Painter Elementary Dr. Joseph Manluco | 07/02/2024-06/30/2025 | Santa Clara County Office of Education | No Cost | SCCOE is introducing the Vietnamese American Experience Model Curriculum that will assist educators in teaching about the histories, cultures & traditions of Vietnamese peoples in the diaspora. The in-person conference will be held on 9/27 to 9/28 and will be available to K-12 educators. Funding: General |
| Renaissance Academy Fischer Doug Kleinhenz | 08/01/2024-06/30/2025 | Silicon Valley Education Foundation (SVEF) | No Cost | Silicon Valley Education Foundation will provide ~300 students with college and career readiness guidance Provide STEM exposure and experience to promote STEM related college and career pathways. Engage parents/ guardians in parent education workshops. Provide staff to manage program design, implementation, and facilitation. Funding: General |

## MEMORANDUM(S) OF UNDERSTANDING

| | | | | |
|---|---|---|---|---|
| Early Learning<br>Dr. Dianna Ballesteros | 07/01/2024-<br>06/30/2025 | American Institutes for Research (AIR) | No Cost | AIR is a nonprofit organization that will conduct a study to evaluate the effectiveness of TeacherRead Maestros Leer (TRML), a shared book reading program for early learning teachers of Spanish-English dual language learners ( DLLs). The goal of the study is to examine if children in classrooms of teachers who participate in the program make greater gains in language and literacy skills in English and Spanish compared to children in classrooms of teachers who do not.<br>Funding: General |
| State and Federal<br>Dr. Kiela Jimenez | 08/13/2024-<br>06/30/2026 | SCCOE- Migrant Education | No Cost | SCCOE Regional Migrant Program will support ARUSD with supplemental services for Migrant Students such as outreach to students and families and participation of school services including on site/virtual intervention, programs, parent meetings, workshops and special events.<br>Funding: Restricted |

# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

## Request for Contracted Services

To: Purchasing Contract No.: _____ Vendor No.: 4-010547

Ben Painter Elementary (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, and a Board Policy Memo for Contracts $100,000 and over.

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

Name of Individual/Company: Santa Clara County Office of Education

Address: 1290 Ridder Park Drive City: San Jose State: CA Zip: 95131

Phone: ( 669.) 212-4444 Email: jsimpson@sccoe.org

SSN: _____ Fed I.D. #: _____

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

**CONTRACTOR'S OBLIGATION:**

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

The Santa Clara County Office of Education is introducing the Vietnamese American Experience Model Curriculum (VAEMC) that will assist educators in teaching about the histories, cultures and traditions of Vietnamese peoples in the diaspora. The in-person conference will be held on 9/27/24 and 9/28/2024 at SCCOE.

**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:** $7,200 paid to ARUSD by SCCOE for substitute and extra duty expense.

Describe other related costs: _____

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 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 060 | 9010 | 0 | 5815 | 00 | 1110 | 1000 | 000000 | 160 | 1270 | 0 | 7/3/24 |
| | | | | | | | | | | | |
| | | | | | | | | | | | MB 7/9/24 |

**APPROVALS:**

**ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:**

Site/Department Administrator: _____ Date: June 27, 2024

Director of Fiscal Services: _____ Date: 7/9/24

Asst. Supt., of Business Services: _____ Date: 7/10/24

Superintendent: _____ Date: _____

DocuSign Envelope ID: 08510EFA-F60D-4E47-8C7B-02717D619EBE

Santa Clara County Office of Education

# Memorandum of Understanding
# between
# Santa Clara County Office of Education
# and
# Alum Rock Union Elementary School District

*This Memorandum of Understanding (MOU), hereinafter referred to as the "Agreement", is between the Santa Clara County Office of Education (SCCOE) and Alum Rock Union Elementary School District (the "Agency"). SCCOE and the Agency can each be referred to as the "Party" or collectively as the "Parties" for the purpose of this Agreement.*

## 1. Overview

This Agreement outlines the responsibilities and commitments of each Party regarding the participation in Vietnamese American Experiences Model Curriculum (VAEMC) Rollout Conference.

## 2. Goals

- ☒ Improve access to inclusive, equitable, high-quality education.
- ☒ Provide quality support to districts, schools, students, and communities.
- ☒ Be a premier service organization.

The Santa Clara County Office of Education is proud to introduce the Vietnamese American Experiences Model Curriculum. Available online in the fall of 2024, the VAEMC will assist educators in teaching about the histories, cultures, and traditions of Vietnamese peoples in diaspora as part of Education Finance Bill AB 167. At the in-person roll-out conference, K-12 educators will:

- Learn about the VAEMC and companion resources
- Connect with educators, scholars, community members, and culture bearers, as well as relevant cultural practices and ways of knowing
- Participate in culturally immersive experiences in local communities

## 3. Responsibilities

### 3.1. The Agency Responsibilities:

Alum Rock Union Elementary School District will support release time for eight educators at Ben Painter Elementary School and up to ten additional educators within the district to attend the VAEMC Model Curriculum Rollout Conference on September 27-28, 2024.

### 3.2. The SCCOE Responsibilities:

- The SCCOE will provide Alum Rock Union Elementary School District with the conference registration link, district code, day of logistics, and list of educators who attended the conference.
- [Optional] The SCCOE is available to provide one 30–60-minute presentation on the model curriculum to district administrators, educators, and staff.

### 3.3. Shared Responsibilities:

The SCCOE and Alum Rock Union Elementary School District will collaborate and maintain close

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communication regarding the number of participants and any needed changes.

**3.4.** Delivery of Services and Use of Resources:

- The Vietnamese American Experiences Model Curriculum will be available online in September 2024.
- The conference will be held at the Santa Clara County Office of Education, 1290 Ridder Park Drive, San Jose, CA 95131.

## 4. Duration of Agreement

This Agreement begins on July 1, 2024, and ends on June 30, 2025.

## 5. Articulation of Monies/Compensation

- The SCCOE will pay Alum Rock Union Elementary School District $200 for each day of professional development to support substitute coverage and any other fees associated with teacher release time and/or compensation not to exceed $7,200.
- Payment will be made upon receipt of invoice.

## 6. Data Sharing

The services performed under this Agreement include the sharing of non-publicly available employee or student data.

☐ Yes, Data Sharing agreement/form attached

☒ No

## 7. Termination

Either the Agency or the SCCOE may terminate this Agreement with or without cause upon fifteen days (15) advance written notice to the other Party.

## 8. Other Terms

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

**8.2. Amendments:** This Agreement may only be amended by a written instrument signed by the Parties.

**8.3. Severability:** Should any part of this Agreement between SCCOE and the Agency be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of the Agreement, which shall continue in full force and effect, provided that such remainder can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.

**8.4. Third-Party Beneficiaries**: This Agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the Parties.

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8.5. **Assignment:** No assignment of this Agreement or of the rights and obligations hereunder shall be valid without the prior written consent of the other Party.

8.6. **Use of SCCOE Name and Logo for Commercial Purposes:** Agency shall not use the name or logo of SCCOE or reference any endorsement from SCCOE in any manner for any purpose, without the prior express written consent of SCCOE as provided by the SCCOE's authorized representative, or designee.

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

## 9. Insurance/Hold Harmless

9.1 **Insurance:** The SCCOE and the Agency shall maintain a certificate of insurance in the Business Office of each respective office.

9.2 **Indemnification:** Each Party will defend, indemnify, and hold the other Parties, their officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, employees, or agents.

## 10. Execution Authority

Each individual executing this Agreement on behalf of a Party represents that they are duly authorized to execute and deliver this Agreement on the entity's behalf, including, as applicable, the Governing Board, Superintendent, Board of Directors, or Executive Director. This Agreement shall not be effective or binding unless it is in writing and approved by the SCCOE's authorized representative, or authorized designee, as evidenced by their signature as set forth in this Agreement.

## 11. Electronic Signatures/ Signatures

Unless otherwise prohibited by law or SCCOE policy, the Parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document or other format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by SCCOE.

DocuSign Envelope ID: 08510EFA-F60D-4E47-8C7B-02717D619EBE

Santa Clara County Office of Education

# CONTRACT / AGREEMENT ROUTING FORM
## NO STUDENT CONTACT

| SCCOE Staff Contacts *Questions about this agreement should be sent to:* | | Agreement Originator (Admin) | Title | Extension |
|---|---|---|---|---|
| | | Jhun Madriaga | Administrative Assistant | X4318 |
| Division: | PLSD | Name of Responsible Administrator | Title | Extension |
| Department: | SCLIS | Saletha Okunnuga | History-SS Coordinator | X4260 |

## Contract/Agreement Information

| | |
|---|---|
| Contract/Agreement Type | ☐ Professional Services Agreement ☐ Amendment to RM#_____<br>☑ MOU ☐ Lease Agreement:<br>☐ Construction / Design ☐ New ☐ Renewal<br>☐ Technology ☐ Other: _____ |
| Contractor's Name | Alum Rock Union Elementary School District |
| Service Type / Brief Description | This Agreement outlines the responsibilities and commitments of each Party regarding the participation in Vietnamese American Experiences Model Curriculum (VAEMC) Rollout Conference. |

## Compensation & Terms

| | | | | |
|---|---|---|---|---|
| *Start Date | 07/01/2024 | End Date | 06/30/2025 | ◯ REVENUE |
| Original Agreement Amount | $ 7,200.00 | Revised Agreement Amount *(Total Amount-including Amendments)* | | |

## Directions

***Contractor Services cannot be initiated until the agreement is fully approved.**

1. ☑ **Check applicable category to verify compliance with AR 3310. Attach Purchasing Verification.**
   ☐ RFP / Bid#_____ ☐ Best Source ($3,000 - $114,500) ☑ N/A
   ☐ Sole Source ☐ Verified by Purchasing (**required**)_____
2. ☑ **Contractor and SCCOE Responsible Administrator reach agreement about terms. SCCOE Agreement originator completes the agreement packet and gathers required attachments.**
   ☐ Certificate of Insurance (COI) ☐ Insurance Endorsement DS HS ☐ W9 ☐ Additional Forms (if applicable)
3. ☑ **Risk Management Insurance Review** _____
4. ☑ **Gather initials verifying review of draft agreement and identified funding source:**
   ☑ Initiator JM ☑ Manager SO ☑ Director JS ☑ Division Head DS JBE
   *Construction/Design and Leases:* *Software & Technology:* *Data Sharing:* *Logo use & Co-Branding*
   General Services Director_____ Tech. Infra. & Supp. Director _____ Data Gov. & Strat._____ Public Affairs Director_____
5. ☑ **Contractor to review and sign the agreement.** ◯ **SCCOE signs first**
   *Initial* *Date Approved*
6. ☑ _____ _____ **Internal Business Services (IBS) – Contract Analyst to review, initial, and return to agreement originator for final agreement signature.**
7. ☑ _____ _____ **Obtain appropriate signature on agreement per thresholds listed below.**
   ☐ **$0 - $2,999: SCCOE Director**
   ☑ **$3,000 - $99,999: SCCOE Division Head**
   ☐ **$100,000 & Over: Superintendent**
8. ☑ _____ _____ **Return to IBS – Contract Analyst to obtain an RM#**

# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

## INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Renaissance Academy Fischer (School/Dept.) VENDOR NO. 18650

Submitted by: Doug Kleinhenz

☐ Independent Contract ☒ MOU

☐ Master Contract

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

Name of Individual/Company: Silicon Valley Education Foundation

Address: 1400 Parkmoor Suite 200 City: San Jose State: CA Zip: 95126

Phone: ( 408 ) 790 - 9520 Email Address: chris@svefoundation.org

SSN: _____ or Fed I.D. #: 20-5061316

**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").
Silicon Valley Education Foundation will provide ~300 students with college and career readiness guidance. ~~Provide STEM exposure and experience to promote STEM related college and career pathways.~~ Engage parents/guardians in parent education workshops. Provide staff to manage program design, implementation, and facilitation.

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

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

☑ b. **Other:** $ 0.00 (describe rate agreement) No Cost

5. **BUDGET CODE:**

| FD | RESC | PY | OBJECT | SUB-OBJ | GOAL | FCTN | COST-CNTR | LOC | PROG | $AMOUNT | BUS OFC Initials |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 010 | 0000 | 0 | 5815 | 00 | 1110 | 1000 | 000000 | 290 | 7221 | No Cost | 7/3/24 |
| | | | | | | | | | | | |
| | | | | | | | | | | | |

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**

EASTSIDE EDUCATION INITIATIVE

# MEMORANDUM OF UNDERSTANDING

**Silicon Valley Education Foundation**
**and**
**Alum Rock Union School District (Renaissance Academy at Fischer)**

**Eastside Education Initiative**

This Memorandum of Understanding (MOU) serves as a facilitating document establishing an agreement between **Silicon Valley Education Foundation** (SVEF), located at 1400 Parkmoor Avenue, Suite 200, San José, CA and **Alum Rock Union School District** (the School District) located at 2930 Gay Avenue San Jose, CA 95127 to implement the Eastside Education Initiative during the 2024/2025 school year.

All of the provisions of this MOU and any attached documents, project proposals, and/or addenda are subject to the mutual agreement of the parties and to review by the School District Superintendent, and when necessary, the School District's Board of Trustees. Parties to this MOU have the right to terminate this MOU and any addenda by informing the other party in writing three (3) months prior to the date on which termination will become effective.

**Program Description:**

The Eastside Education Initiative (EEI) is a collective impact initiative managed by SVEF.

**EEI:** The EEI Supplemental Educational Services (the Program) is designed for current 6th- 8th grade students attending schools in East San Jose. During the Program, students and their families receive college and career readiness support.

**Collaborative Successful Partnership Proposed Roles and Responsibilities:**

**EEI agrees to:**

- Support a caseload of 250-300 students for effective implementation of college and career readiness.
- Engage students through extended year programs such as after school and Math Intensive Academy during Spring break.
- Engage parents and families through a series of programs from the Parent Education Academy.

- Market the Program(s) to foundations, corporations, businesses, and individuals in an effort to obtain partial funding for the Programs.

- Provide project management staffing to assist as needed with the following:
    - student recruitment;
    - setting meetings;
    - tracking the execution of the Programs; and

- Facilitate the pre and post-surveys, prepare reports on the Programs, and gather student efficacy survey results to share with the School District and funders.

- Work with the School District to develop a school year follow-up and ongoing summer programming in order to maintain student achievement gains and motivation for preparing for college.

- Recruit and train corporate volunteers to enrich the program experience and provide STEM or College and Career Inspiration Workshops.

- Organize site visits to provide donors and/or sponsors the opportunity to observe classroom sessions. Visits may include student and staff photo releases.

**School District agrees to:**

- Appoint a School District representative to serve as the primary liaison for EEI, with whom Program coordination can be managed—including student/teacher recruitment and logistics of the Programs. The School District representative agrees to respond to requests for information, feedback, and other communications in a timely manner, generally within 24-48 hours during business days.

- Appoint a School District representative to serve as the data liaison to EEI who will provide required data in a timely manner as outlined in Addendum III, IV, and V to this MOU.

- Provide a target list for student recruitment and use the enrollment form created by EEI.

- Communicate the policy/procedures for handling safety, student behavior and absence during the Programs. The School District will provide EEI the name of the person responsible.

- Provide basic classroom facilities as outlined in Addendum II to this MOU.

- Identify a representative from the School District's IT department to support the Programs' connection to the internet and district SIS.

- Allow EEI to contact families directly.

- Support the administration of the pre/post surveys.

X _____ 6/18/2024

Chris Carney
Chief Operating Officer

Date

## ADDENDA

### Addendum I: Program Components

| Eastside Education Initiative | | |
|---|---|---|
| Grades | Length | Content |
| 6th- 8th | 24/25 SY | College and Career Readiness |
| 6-8th grade | 24/25 SY | Field trips to Universities, Corporate Partners, or State Capitol |
| 8th | Spring Break | Math Academy |

### Addendum II: Facilities and Support for the Program

School District agrees to provide the location and facilities for the Programs, including:

- Classroom setting for College and Career Specialist to work with students, such that adequate space is allocated for small groups and safety guidelines.
- Access to computers and the internet to support an entire class at one time.
- An outdoor space for students to have physical exercise and to mingle during breaks.
- Access to printers and photocopiers for program-related activities
- The school District agrees to ensure every student and teacher has Internet access.

The School District agrees to provide access to the following classroom equipment:

- Small group set of iPads/Chromebooks/laptops, with access to the following domains:
  - Google Classroom, CaliforniaColleges.edu
- Projector and/or TV Screen

EEI agrees to provide the following classroom materials:

- Program materials, including:
  - Content
  - Pre and post surveys

### Addendum III: Student Data and Tracking of Student Achievement

SVEF and the School District have partnered to examine students' academic trajectories toward college readiness, which includes preparation in mathematics.

The specific exceptions to the Family Educational Rights and Privacy Act that allow SVEF to request and collect students' data from a district partner are as follows:

1. Studies exception, 34 C.F.R. Section 99.31(a)(6): SVEF uses education data for studies to improve instruction.
2. Audit or evaluation exception, 34 C.F.R. Sections 99.31(a) and 99.35: SVEF share aggregated education data with funders.

**Addendum IV: Data Transfer Timelines**

The timelines for data transfer are as follows:

**Student Data Timeline**

| Task | Request Date | Due Date | Data | EEI |
|---|---|---|---|---|
| School District sends target student list based on criteria outlined in Addenda | October | November | Student Name | x |
| | | | 10-digit State ID | x |
| | | | School Enrolled | x |
| | | | Last SBAC Scaled Score | x |
| | | | Parent/Guardian Name | x |
| | | | Parent/Guardian Phone | x |
| | | | Parent/Guardian E-Mail | x |
| EEI provides Program Results at debrief meeting | n/a | May | Program Attendance | x |
| | | | Program Engagement Results | x |
| | | | Program Survey Results (if available) | x |
| School District sends current and former students school grades and SBAC results *each year until graduation* | August | September | Missing 10-digit State ID | x |
| | | | SBAC Scaled Score (Grades 5-8, 11) | x |
| | | | Middle/High School Attending | x |

**Addendum V: Confidentiality Requirements and Responsibilities of the Parties Relating to Student Data**

**Confidentiality:**

A. SVEF agrees to preserve the anonymity of all persons and confidentiality of all data collected. SVEF agrees not to release data to any person or organization not involved in Program evaluation.

B. SVEF requests to share nameless student data with SVEF partner organizations that assist with program support and analysis. Non-specific student data means student names and other identifying personal information will not be shared with the program results. These partner organizations will not be able to name or identify any specific students.

C. No individual shall be identifiable in any reports, publications, or other documents created by SVEF from the use of data provided by the School District.

D. SVEF and its contractors shall maintain the confidentiality of all records in accordance with all applicable Federal, State, or local laws, ordinances, regulations, and directives relating to confidentiality. These include, but are not limited to, the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR part 99), the California Information Practices Act (California Civil Code § 1798 *et. seq.*), and the Privacy Act of 1974, as amended (5 U.S.C. § 552).

**SVEF responsibilities:**

SVEF shall:

A. use the data collected for evaluation of the Programs

B. retain data in a place that is physically secure from access by unauthorized persons. SVEF agrees that any computer on which the data resides will be password protected at all times;

C. agree that no individual will be identifiable in any reports, publications, or other documents that are created; and

D. provide a template list to the district to attain students with California State Identification Number (CSID) for which the data has been requested.

**School District Responsibilities:**

School District shall:

A. agree to provide a list of students with California State Identification Number ([CS]ID) for which the data has been requested.

B. designate a contact person to facilitate communications between School District and SVEF for coordinating the data transfer activities necessary to carry out this MOU;

C. collaborate with SVEF, as needed, to facilitate the coordination of the data transfer; and

D. agree to participate in data sharing for the course of the MOU.

# 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: American Institutes for Research (AIR)

Address: 1400 Crystal Drive, 10th Floor City: Arlington State: VA Zip: 22202

Phone: ( 202 ) 403-6479 Email Address: lwhite@air.org

SSN: _____ or Fed I.D. #: 25-0965219

**Mutually agree and promise as follows:**

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

AIR is a non profit organization that will conduct a study to evaluate the effectiveness of ~~TeacherRead-Maestros Leer (TRML), a shared book reading program for early learning~~ teachers of Spanish-English dual language learners (DLLs). The goal of the study is to examine if children in classrooms of teachers who participate in the program make greater gains in language and literacy skills in English and Spanish compared to children in classrooms of teachers who do not.

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:** $ zero (describe rate agreement) No cost to the Alum Rock School District

AIR is conducting this research study pursuant to a grant awarded to it by the Department of Education.

5. **BUDGET CODE:**

| FD | RESC | PY | OBJECT | SUB-OBJ | GOAL | FCTN | COST-CNTR | LOC | PROG | $AMOUNT | BUS. OFC Initials |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 010 | 0500 | 0 | 5815 | 00 | 0001 | 1000 | 000050 | 065 | ~~7394~~ | zero | 7/3/24 |
| | | | | | | | | | 7221 | | 7/3/24 |
| | | | | | | | | | | | |

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**

AIR
Advancing Evidence.
Improving Lives.

**MEMORANDUM OF UNDERSTANDING**
Between
THE AMERICAN INSTITUTES FOR RESEARCH (AIR)
AND
***Alum Rock School District***

## Purpose

The purpose of this Memorandum of Understanding (MOU) is to outline a mutually agreed-upon research project between your district/school (the "District" or "School") and the American Institutes for Research (AIR), a not-for-profit research organization. This Agreement provides an overview of the study, the study's intervention and the timeline, and the roles and responsibilities for your district/school and for the AIR Study Team.

Please review the contents of this Agreement and complete and sign the last page to indicate your agreement to participate. Return the signed Agreement to Lisa White at lwhite@air.org.

## Study Overview

The study's primary goal is to evaluate the effectiveness of TeacherRead–MaestrosLeer (TRML), a shared book reading program for early learning teachers of Spanish-English dual language learners (DLLs). The goal of the study is to examine if children in classrooms of teachers who participate in the program make greater gains in language and literacy skills in English and Spanish compared to children in classrooms of teachers who do not participate.

AIR is partnering with the University of Notre Dame, Fresno County Office of Education, and Orange County Department of Education to complete the study. Drs. Johannes Bos and Lauren Artzi are Co-Principal Investigators (Co-PIs) at AIR, joined by Dr. Jill Pentimonti as Co-PI at the University of Notre Dame. The project is funded by the U.S. Department of Education's Institute of Education Sciences.

## Background on the TRML Program

TeacherRead–MaestrosLeer is a shared book reading program that is designed to complement existing book reading practices in early childhood programs, with an additional focus on supporting DLLs. As part of the TRML program, teachers receive professional development that will help them build capacity in implementing specific, evidence-based instructional supports to use with DLLs during shared book reading. They will also learn about ways to promote home connections with parents of DLLs around early reading.

TRML is based off of the original TeacherRead program, which supports the development of early reading skills (i.e., print knowledge, phonological awareness, and oral language) for young children. To help early learning teachers more intentionally support DLLs, the developers of TeacherRead modified the program to include evidence-based practices for supporting DLLs' language and literacy development. TRML, in turn, includes specific evidence-based practices for DLLs that can be incorporated into book reading practices, such as the use of Spanish-English bridging strategies, use of books in the home language, enhanced vocabulary instruction, and nonlinguistic supports such as gestures, images, and act outs. Prior studies have shown effects of these DLL-specific instructional strategies on the language and learning outcomes of young DLLs in early childhood settings.

AIR
Advancing Evidence.
Improving Lives.

**Study Design**

The study is a randomized controlled trial, meaning that some classrooms in the study will be assigned to receive TRML and some will serve as comparison classrooms. Selection of classrooms for each group will be conducted through a computerized lottery program, similar to the flip of a coin. Study activities for each of the groups are described below.

- *Intervention Group.* Classrooms assigned to receive TRML intervention will receive the materials and training in the 2024-25 school year. TRML teachers will attend online, asynchronous PD sessions that will introduce the language and literacy targets and provide instructional strategies for teachers to implement during book reading lessons. Teachers will also receive instruction materials (e.g., books, vocab cards, etc.) and daily lesson guides to support their use of the TRML strategies. Teachers will implement the TRML activities in their classrooms during their typically scheduled book reading sessions across the 2024-25 school year and fill out a brief online daily instruction log. No "typical" instruction or services will be withheld from students. Teachers will be asked to video record three shared book reading sessions with their students, and will receive individualized coaching and feedback on their use of the TRML strategies from the research team throughout the course of the project. TRML provides training, coaching, and materials at no charge.

- *Control Group.* Classrooms assigned to the comparison, "business as usual" group will receive online professional development on general book reading practices and continue with their typical book reading practices. No "typical" instruction or services will be withheld from students. . Teachers in the comparison group will be asked to video record and upload three shared book reading sessions with their students over the course of the school year. Teachers in the comparison group will receive the TRML materials at the end of the school year.

The following data will be collected by the AIR Study Team as part of the project:

**Table 1:**

| Assessment/Data | When | Description |
|---|---|---|
| *Teacher/Classroom information* | Once in Fall 2024 | Teachers will provide their demographic information and the demographic information of the classroom in a short survey. |
| *Videotaped recordings of book reading sessions* | Three times during the 2024-25 school year | Teachers will video record and videotape and share three self-recorded book reading sessions from their classrooms (~10-15 minutes) with AIR via a secure online portal. |
| *Child assessment data* | Once in Fall 2024; Once in Spring 2025 | The Study Team will collect child assessment data from children who have permission to participate in the study. Assessments will include a brief language/literacy screener (10-15 min.) for all classroom children with consent, as well as more in-depth follow-up assessments on language/literacy skills in English and Spanish for qualifying children at two timepoints (approximately 30 minutes for |

| | | |
|---|---|---|
| | | each session; up to 2 sessions per timepoint). Teachers/schools will work with the teachers/program directors to schedule data collection visits. |
| *Family Survey data* | Once in Spring 2025 | The Study Team will collect a brief (~10 min.) survey from parents/families of participating children, that will include questions about their home language environment and interactions with children. |

**Confidentiality and Data Security**

All data collected as part of this study will be treated as sensitive and confidential. Personal identifiers will be removed from computer and printed forms and maintained as a separate master list in a separate and secured storage file that has restricted, password-protected access for study research staff. Because this is a federally supported project, de-identified data may be shared with the research community in a public file format. However, no individual names will be included in any public data file.

**Incentives**

TRML materials and professional development are provided free of charge, and teachers will receive incentive payments of $300/each as a token of appreciation for their time related to the study's activities. Families who agree for their child to participate will also receive a $35 gift certificate for their participation.

**Roles and Responsibilities**

The **roles and responsibilities of the District** (if applicable) are:

1. Assist (to the extent possible) the Study Team with the recruitment of schools, teachers, and students and provide relevant information about the project. Identify a staff person to serve as a primary contact person to work with the study's primary contact for the purposes of obtaining school, classroom, teacher, and child information.
2. Communicate with principals and teachers about the study and/or provide contact information for principals and teachers (depending on district preferences).
3. Communicate with the Study Team to coordinate activities and address questions or concerns.

The **roles and responsibilities of the School** are:

1. Support teacher and student participation in the study.
   a. Provide information from the Study Team to teachers.
   b. Provide space for child data collection and arrange scheduling with the study team.
   c. Provide teachers with release/planning time to participate in brief online professional development sessions.
   d. Help distribute consent forms to teachers and parents.
2. Communicate with the Study Team to coordinate activities and address questions or concerns.

The **roles and responsibilities of the Teacher** are:

1. Commit to participating in professional development and implementation:
   a. Participate in 2-5 brief (5-15 min.) online professional development sessions during the 2024-25 school year.

   b. Conduct daily shared book reading in classroom (TRML group implements TRML strategies during this time; control group continues book reading as usual).
   c. Complete daily instructional logs on book reading sessions (TRML group only).
2. Collaborate with the Study Team on student recruitment and data collection:
   a. Distribute and collect child/family recruitment materials (e.g. study information, consent forms) to families of students.
   b. Share child enrollment information with study team.
   c. Videotape three book reading sessions and upload videos to a secure website.
   d. Work with research team to schedule child assessment data collection visits.

The **roles and responsibilities of the Study Team** are:

1. Obtain necessary approvals from study review boards (federal, district, and organizational Institutional Review Boards) and comply with research protocols. Maintain the confidentiality of all data.
2. Provide access to and pay costs for TRML materials, PD, and feedback. This includes books in English and Spanish, lesson guides, vocabulary cards, etc.
3. Coordinate with schools to minimize disruption of training, coaching, and data collection activities.
4. Provide stipends to teachers for participation in study activities. The Study Team will provide stipends ($300/each) to all teachers participating in the study.
5. Communicate about and organize data collection for the study involving administrative records transmitted from the district, thus minimizing the data collection burden on schools.
6. Provide all materials for implementation to the schools.

**Timeline**

The following timeline provides a general sense of the study timing.

| Activity | Spring 2024 | Summer 2024 | Fall 2024 | Spring 2025 |
|---|---|---|---|---|
| Study team recruits school districts and schools/teachers | X | X | | |
| Teachers complete classroom information forms | | | X | |
| Study team (with help from teachers) recruit families/children to the study | | | X | |
| Study team conducts first round of child data collection | | | X | |
| Teachers participate in online professional development activities | | | X | X |
| Teachers implement shared book reading in classroom | | | X | X |
| Teachers complete a brief online daily instructional log (TRML group only) | | | X | X |
| Teachers videotape and upload three book reading sessions | | | X | X |
| Teachers send home books/family materials to support bookreading (TRML group only) | | | X | X |
| Study team conducts second round of child data collection | | | | X |
| Study team collects family/parent survey | | | | X |

# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

## Request for Contracted Services

To: **BUSINESS OFFICE** Contract No.: _____ Vendor No.: 10547/18

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

- [✔] **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: SCCOE - Migrant Education

Address: 1290 Ridder Park Drive City: San Jose State: CA Zip: 95131

Phone: ( ) Email: mmanriquez@sccoe.org

SSN: _____ Fed I.D. #: _____

**CONTRACT TERM:** start dates August 13, 2024 end date June 30, 2026

**CONTRACTOR'S OBLIGATION:**
Description of services to be provided: (Please attach proposals, scope of work, and other documentation.)

SCCOE Regional Migrant Program will support ARUSD with supplemental services for Migrant Students such as outreach to students and families and with participation of school services including on site/virtual intervention, programs, parent meetings, workshops and special events.

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

____ a. **Fee Rate:** $_____ per _____ Not to Exceed _____ of services.

X b. **Other:** $"No Cost" to ARUSD - SCCOE will compensate ARUSD in the reimbursement of approved expenses up to $12,000.00

Describe other related costs: _____

BUDGET CODE: 060-9010-0-5815-00-4850-1000-000000-360-1270 C 7/9/24 Accountant Initials

MB 7/9/24 Accountant Initials

**APPROVALS:**

**ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:**

Site/Department Administrator: _____ Date: 7/8/24

Director of Fiscal Services: _____ Date: 7/9/24

Asst. Supt., of Business Services: _____ Date: 7/10/24

Superintendent: _____ Date: _____

DocuSign Envelope ID: 0929CE2F-30EB-45D0-95FF-0DE66C1A3534

# MEMORANDUM OF UNDERSTANDING
# for
# DATA SHARING BETWEEN SCCOE and Alum Rock Union School District

This **Memorandum of Understanding (MOU)** is entered into this 3 day of May, 2023, by and between the SANTA CLARA COUNTY OFFICE OF EDUCATION, hereinafter referred to as "SCCOE," and the "Alum Rock Union School District" hereinafter referred to as "ARUSD".

**WHEREAS**, SCCOE and ARUSD are entering into this MOU in order to facilitate sharing of data as appropriate to effectively support Migrant Education Student success.

**WHEREAS**, the purpose of this MOU is to set forth the rights and responsibilities of SCCOE and ARUSD with respect to the sharing between the parties of data collected or retained by ARUSD and/or by SCCOE;

**NOW THEREFORE**, in consideration of the terms and conditions hereof, including the recitals, the parties agree as follows:

1. Scope of Agreement. Unless expressly agreed in writing between the parties with respect to any class or classes of data, the terms and conditions of this MOU govern all occasions on which data sharing occurs between the SCCOE and ARUSD during the term of this Agreement. Separate agreements shall be required for any data sharing beyond the scope of agreement. Unless expressly agreed in writing between the parties with respect to any class or classes of data, the terms and conditions of this MOU govern all occasions on which data sharing occurs between the SCCOE and ARUSD during the term of this Agreement.

- *Data Elements-* Directory information, attendance, grading information, and any other mutually agreed upon data elements documented via email communication that will allow us to support student success in school. All data elements shared will be at the personally identifiable information (PII) level.
- *Access to Data-* The data will be shared between the district and the Migrant Education Coordinator and assigned staff by one or more of the following: access granted to the assigned staff to the school-wide data system, phone call, a data file, etc.
- *Purpose-* The purpose of the data is to share information that will allow the Migrant Education program to support students' success in school.
- *Data Security-* Both parties agree to securely transfer data (e.g., data files) in a mutually agreed upon process.

2. SCCOE Responsibilities. SCCOE will make Migrant Education student data available upon request.

3. "ARUSD" Responsibilities. "ARUSD" will make Migrant Education student data available upon request.

4. Applicable Law: The sharing of data under this MOU will from time to time include the collection and maintenance by the SCCOE of educational records that contain personally identifiable information. The SCCOE is bound by the same regulations and laws for access and management of this data, and will conform to all legal requirements. SCCOE and ARUSD agree that the disclosure of information under this MOU complies with the requirements of the Family Educational Rights and Privacy Act ("FERPA") at 20 U.S.C. 1232g (34 CFR Part 99), Children's Online Privacy Protection Act ("COPPA"), 15 U.S.C. 6501-6506; Protection of Pupil

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Rights Amendment ("PPRA") 20 U.S.C. 1232h, and data that may also be subject to California state student privacy laws, including California Education Code Section 49073.1 and the Student Online Personal Information Protection Act ("SOPIPA"), California Business and Professions Code section 22584. Company agrees, to the extent it hosts such data, to maintain the confidentiality and privacy of such information and another information that may be covered by applicable federal and State laws and regulations relating to the maintenance, uses and disclosures of protected health information (including any heightened requirements for mental health records), including, without limitation, the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. 1320 et. seq. ("HIPAA"), as amended by the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009, and any current and future regulations promulgated thereunder, including those published at 45 C.F.R. Parts 160, 162, and 164, all collectively referred to herein as "HIPAA Requirements." To the extent required by the HIPAA Requirements, Company shall obtain authorization and consent from the students and/or students' parents or legal guardians to use or disclose student protected health information.

Both parties understand that certain federal and state programs and laws, including the free and reduced lunch program and laws governing the provision of special education services, have additional legal requirements for data security, and both parties agree to maintain full compliance with such requirements.

5. Data Security. Both parties agree to maintain appropriate security protocols in the transfer or transmission of any data, including ensuring that data may only be viewed or accessed by parties legally allowed to do so. SCCOE maintains appropriate network and other data security to protect any data in its possession. Each party agrees to notify the other if it has any reason to believe there has been a breach of data security relevant to the data subject to this agreement, and any data has been lost, tampered with, or otherwise illegally accessed. Any notifications required by law in the event of a breach in data security will be the responsibility of the agency defined as responsible for such reporting.

6. Independent Contractors: Both parties may engage the services of outside professionals in the course of administration, development or technical support of data systems. Any such professionals will be bound at all times by the same confidentiality and security requirements which are applicable to any data within the parties' systems, and by state and federal law governing such access.

7. Term of the Agreement: This MOU shall become effective upon proper execution by the parties and terminate on June 30, 2026.

8. Indemnification/Liability: The SCCOE and ARUSD agree to mutually indemnify and hold harmless each other against claims against their respective agencies as a result of any or all actions, claims, damages and losses, including attorney's fees that may arise out of or in any way result from the negligent or intentional acts, errors or omissions of the other party. The parties further agree that each shall not be held liable for any special, consequential, indirect or incidental damages incurred as a result of this agreement.

9. Termination. Either party may terminate this MOU upon ninety (90) days' written notice.

**IN WITNESS WHEREOF**, the parties agree to this Memorandum of Understanding to be executed by their duly authorized officers in the County of Santa Clara, State of California.

9.08

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

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION – BOARD OF EDUCATION**

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To the Board of Trustees:

**Subject**: Current Enrollment.

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

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

**Information Only**

9.08
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 Jun 14, 2024 4:00:21 PM

| School | T4 | TK | 00 | 01 | 02 | 03 | 04 | 05 | 06 | 07 | 08 | Total W/O SDC | SDC | Total W/ SDC | PK | TTL W/ SDC & PK |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Adelante 1 K-8 | 0 | 23 | 57 | 54 | 51 | 62 | 55 | 59 | 45 | 52 | 32 | **490** | 0 | 490 | 0 | 490 |
| Adelante 2 K-8 | 0 | 18 | 47 | 41 | 43 | 47 | 42 | 41 | 30 | 16 | 18 | **343** | 0 | 343 | 0 | 343 |
| Aptitud K-8 | 0 | 14 | 31 | 28 | 41 | 46 | 45 | 55 | 50 | 54 | 48 | **412** | 7 | 419 | 0 | 419 |
| Cassell ES | 0 | 20 | 26 | 36 | 49 | 39 | 40 | 41 | 0 | 0 | 0 | **251** | 16 | 267 | 0 | 267 |
| Chavez ELC | 0 | 27 | 32 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **59** | 0 | 59 | 24 | 83 |
| Cureton ES | 0 | 10 | 31 | 34 | 36 | 40 | 36 | 50 | 0 | 0 | 0 | **237** | 20 | 257 | 0 | 257 |
| Dorsa ES | 1 | 18 | 26 | 40 | 47 | 51 | 56 | 46 | 0 | 0 | 0 | **285** | 23 | 308 | 0 | 308 |
| Hubbard K-8 | 0 | 22 | 45 | 36 | 39 | 47 | 44 | 44 | 64 | 49 | 53 | **443** | 0 | 443 | 9 | 452 |
| Linda Vista ES | 1 | 20 | 62 | 71 | 69 | 75 | 62 | 80 | 0 | 0 | 0 | **440** | 23 | 463 | 10 | 473 |
| LUCHA ES | 2 | 14 | 24 | 32 | 38 | 41 | 48 | 38 | 0 | 0 | 0 | **237** | 0 | 237 | 0 | 237 |
| Lyndale ES | 2 | 18 | 25 | 51 | 45 | 44 | 34 | 45 | 0 | 0 | 0 | **264** | 22 | 286 | 30 | 316 |
| McCollam ES | 2 | 23 | 52 | 56 | 56 | 53 | 67 | 60 | 0 | 0 | 0 | **369** | 38 | 407 | 0 | 407 |
| Meyer ES | 2 | 19 | 38 | 32 | 39 | 29 | 45 | 40 | 0 | 0 | 0 | **244** | 22 | 266 | 12 | 278 |
| Painter ES | 1 | 30 | 57 | 45 | 53 | 51 | 45 | 34 | 0 | 0 | 0 | **316** | 0 | 316 | 0 | 316 |
| Russo McEntee ES | 1 | 17 | 43 | 42 | 42 | 47 | 50 | 46 | 0 | 0 | 0 | **288** | 29 | 317 | 0 | 317 |
| Ryan ES | 0 | 23 | 39 | 29 | 43 | 44 | 52 | 38 | 0 | 0 | 0 | **268** | 14 | 282 | 0 | 282 |
| San Antonio ES | 1 | 12 | 40 | 58 | 49 | 46 | 63 | 72 | 0 | 0 | 0 | **341** | 12 | 353 | 0 | 353 |
| George MS | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 106 | 139 | 119 | **364** | 1 | 365 | 0 | 365 |
| Ocala MS | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 137 | 137 | 127 | **401** | 11 | 412 | 0 | 412 |
| Renaissance 1 MS | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 120 | 115 | 132 | **367** | 14 | 381 | 0 | 381 |
| 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 | 153 | 164 | **475** | 8 | 483 | 0 | 483 |
| Home/Hosp | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 1 | 1 | 1 | 1 | **5** | 0 | 5 | 0 | 5 |
| | **13** | **328** | **675** | **685** | **740** | **763** | **784** | **790** | **812** | **823** | **816** | **7229** | **268** | **7497** | **85** | **7582** |