ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

BOARD OF TRUSTEES

Regular Board Meeting
September 12, 2024

Thursday, September 12, 2024
REGULAR BOARD MEETING AMENDED AGENDA

Type: REGULAR BOARD AMENDED AGENDA
Time: 5:30 p.m.
Code: Regular #08-24/25

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/86063927945
Webinar ID: 860 6392 7945
Or One tap mobile:
+16699006833, 86063927945# 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*********

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 to the Muwekma Ohlone People Tribe of the San Francisco Bay Area for their stewardship of these lands.

1. OPEN SESSION - CALL TO ORDER AND ROLL CALL

1.01 CALL TO ORDER/ ROLL CALL/ 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limited to, an announcement that an agenda item will be considered out of order, that consideration of an item has been withdrawn, postponed, rescheduled or removed from the Consent Calendar for separate discussion and possible action.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. CLOSED SESSION

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

2.02 RECESS TO CLOSED SESSION: The Board will recess to Closed Session at approximately 5:35 p.m. Open Session will resume at conclusion of Closed Session.

2.03 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.

2.04 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.

2.05 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – (Paragraph (1) of subdivision (d) of Section 54956.9): Evangelina Perez as Parent and Legal Guardian of Minor Child A.P v. Alum Rock Union School District Civil Action No. 5:24-cv-01691-VKD.

2.06 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – (Paragraph (1) of subdivision (d) of Section 54956.9): Arturo Vazquez vs Alum Rock Union Elementary School District, Does 1 to 10 Case No. 24CV441801.

2.07 INFORMATION/DISCUSSION/ACTION: LIABILITY CLAIMS (Government Code Section 54956.95) Tort Claim Claimant: Guardian Julio Tavares, on Behalf of Student CT Tort Claim #24-25-001. Agency: Alum Rock Union Elementary School District.

2.08 CONFERENCE WITH LABOR NEGOTIATORS, EMPLOYEE ORGANIZATION: AREA (Alum Rock Educators Association); District Negotiators: (1) Emmanuel Barbara, Interim Superintendent; (2) Cesar Torrico, Assistant Superintendent, Human Resources; Lead Negotiator (3) Assistant Superintendent, Business.

2.09 CONFERENCE WITH LABOR NEGOTIATORS, EMPLOYEE ORGANIZATION: CSEA (California Schools Employee Association); District Negotiators: (1) Emmanuel Barbara, Interim Superintendent; (2) Cesar Torrico, Assistant Superintendent, Human Resources; Lead Negotiator (3) Assistant Superintendent, Business.

2.10 CONFERENCE WITH LABOR NEGOTIATORS, EMPLOYEE ORGANIZATION: TEAMSTERS; District Negotiators: (1) Emmanuel Barbara, Interim Superintendent; (2) Cesar Torrico, Assistant Superintendent, Human Resources; Lead Negotiator (3) Assistant Superintendent, Business.

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

2.12 PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT (Government Code Section 54957): Title: Interim Superintendent; Superintendent; Assistant Superintendent, Business Services; Interim Director of Fiscal Services; Transportation Manager.

2.13 CONFERENCE WITH LABOR NEGOTIATORS Agency designated representatives: Board President. Unrepresented employee: Interim Superintendent, Superintendent and Assistant Superintendent of Business Services.

3. RECONVENE TO OPEN SESSION

3.01 REPORT OF ACTION TAKEN IN CLOSED SESSION.

4. PUBLIC MEMBERS WHO WISH TO ADDRESS THE BOARD

4.01 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.

5. Special Presentation -- Discussion/Action Consideration and Action

5.01 APPROVE Proposition 28 Arts and Music in Schools Annual Report, Fiscal Year 2023-24.

6. COMMENTS AND COMMUNICATION

6.01 Teamsters.

6.02 California School Employee's Association (CSEA).

6.03 Alum Rock Educator's Association (AREA).

6.04 Alum Rock Administrator's Association (ARAA).

6.05 Interim Superintendent.

6.06 Board of Trustees/Communications/Comments.

7. PUBLIC HEARING (s) And/or Special Order of Business

7.01 Public Hearing: Regarding Sufficiency of Instructional Materials.

8. 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.)

8.01 Approve grant from Excite Credit union to implement Calkids savings options for parents.

8.02 Approve Contract for Superintendent.

8.03 Approve Amendment to Interim Superintendent Contract.

9. BUSINESS--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 Unaudited Actuals Financial Reports for 2023–2024 Report to the Board on Unaudited Actuals as Required by Law.

9.02 Approve Alpha: Blanca Alvarado Charter School Renewal Petition.

9.03 Demographic and Enrollment Projections by School Works.

9.04 Approve Request for Approval of RFP#2024-CNS01 Farm to School Fresh Produce for 2024 – 2025 School Year (World's Finest Farms)

9.05 Approve Request for Approval of RFP#2024-CNS01 Farm to School Fresh Produce for 2024 – 2025 School Year (Fresno BIPOC Produce)

9.06 Approve Request for Approval of RFP#2024-CNS01 Farm to School Fresh Produce for 2024 – 2025 School Year (Permanent Agriculture Inc)

9.07 Approve Request for Approval of RFP#2024-CNS01 Farm to School Fresh Produce for 2024 – 2025 School Year (Fiery Ginger Farm, LLC)

9.08 Approve Resolution No.13-24/25 GANN Limit Calculations.

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

10.01 Update on Workforce Housing Project - Entitlement Phase and discussion/ action on the Design-Build RFQ/P process and requirements.

10.02 Approve Addendum No.1 for the contract extension with Project Support Services Inc. This extension would be for an additional one year from July 1, 2024 through June 30, 2025.

10.03 Approve Addendum No.1 for the contract extension with Pacific Metro Electric Inc. This extension would be an additional one year from November 30, 2023 to November 29th, 2024 for the Outdoor Classroom Project #6.

10.04 Approve Addendum No.2 for the extension of RFQ/P No.2122-BUS 03 with ARC Alternatives. This extension would be for an additional one year from July 1, 2024 through June 30, 2025.

11. 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.)

11.01 Approve School Sponsored Field Trip List.

11.02 Approve California Department of Education Expenditure Quarter 4 Report, from Aptitud Community Academy at Goss Early Literacy Support Block Grant (ELSB), and Literacy Action Plan in year-three of implementation.

12. 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.)

12.01 Resignations (Information Only).

13. 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.)

13.01 Approve the AchieveKids Contract for the 2024/2025 SY. This contract will provide individualized instruction and behavior support services to autistic or severe behaviorally disordered students. Submitted by Special Education, $118,175.50 dollars.

13.02 Approve the Think Together Contract for the 2024/2025 SY. This contract will provide a comprehensive licensed preschool program to serve up to 48 children. Submitted by Early Learning, $1,119,679.00 dollars.

13.03 Approve the Glen Price Group Contract for the 2024/2025 SY. This contract will provide support in key areas of community schools implementation, including project management, professional development and capacity building, continuous improvement and implementation monitoring and data reporting, and sustainability planning. Submitted by Social Emotional Learning, $180,000.00 dollars.

13.04 Approve the After School Music Academy Contract for the 2024/2025 SY. This contract will provide music, martial arts and hiphop dance at five ARUSD middle schools for a total of twenty weeks. Submitted by State and Federal, $184,800.00 dollars.

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

14.01 Approve the Pine Health contract for the 2024/2025 SY. This contract adjustment is to provide an LVN to assist students with medical needs: A new increase request of $78,000.00. Submitted by: Special Education; original approved contract was in the amount of $168,750.00. The total contract amount for the 2024/2025 SY is in the amount of $246,750.00 dollars.

14.02 Approve the CityYear contract for the 2024/2025 SY. This contract adjustment is an amendment to include Cassell Elementary at No Cost. Submitted by: State and Federal; original approved total contract amount of $250,000.00 dollars.

15. 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.)

15.01 Approve Board Meeting Minutes for the following dates: Special Board Meeting, August 6, 2024, Regular Board Meeting, August 8, 2024, August 14, 2024, Special Board Meeting, August 16, 2024, Special Board Meeting, and Special Board Meeting, August 26, 2024.

15.02 Approve Acceptance of Donations.

15.03 Approve Fundraising Activities.

15.04 Approve Acceptance of Vendor & Payroll Warrants.

15.05 Approve Bond Contracts/Extensions.

15.06 Approve the Santa Clara County Treasury Investment Portfolio Status.

15.07 Approve the Application for Exemption from the Required Expenditures for Classroom Teachers' Salaries.

15.08 Approve Resolution No. 11-24/25 Hispanic Heritage Month September 15 – October 15, 2024.

15.09 Approve Resolution No. 10-24/25 Digital Citizenship Week October 21 – 25, 2024.

15.10 Approve Resolution No. 09-24/25 Week of the School Administrator October 13-19, 2024.

15.11 Approve Resolution No. 08-24/25 Creating a College Culture.

15.12 Approve Resolution No. 15-24/25, Regarding Sufficiency or Insufficiency of Instructional Materials.

15.13 ACTION: Approval of 2024-25 Unrepresented Salary Schedule - Wellness Center Site Specialist

15.14 Approve Resolution No. 12-24/25 Character Education Month October, 2024.

15.15 Approve Resolution No. 14-24/25 Attendance Awareness Month.

15.16 Approve/Ratify Notices of Employment and Changes of Status/September 12, 2024.

15.17 Approve Resolution No. 07-2425 Inventory Disposal.

15.18 Approve Memorandum(s) of Understanding.

15.19 Approve Contracts for Professional Services-Firms/Organizations

15.20 Current Enrollment (Information Only).

16. FUTURE BOARD AGENDA REQUESTS

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

17. ADJOURNMENT

17.01 President adjourns the meeting.

18. NEXT MEETING(S)

18.01 October 10, 2024 (2024-25 School Year).

5.01

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

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

Subject: **Proposition 28: Arts and Music in Schools Annual Report, Fiscal Year 2023-24**

Staff Analysis: To comply with Proposition 28 legal requirements as set forth by the State and California *Education Code* (*EC*) Section 8820(g)(4)—Local Educational Agencies (LEAs) must have this annual report board approved, submitted to the California Department of Education (CDE), and posted to the LEA's website. The report includes the number of full-time equivalent teachers, classified personnel, and teaching aides; the number of pupils served; and the number of school sites providing arts education programs with AMS funds.

Recommendation: Staff recommends the approval of the Proposition 28: Arts and Music in Schools Funding Annual Report for Fiscal Year 2023-24

Submitted by: Emily McChristian EM Title: Coordinator, VAPA, P.E. & Sports Program

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

To the Board of Trustees:

Meeting: **September 12, 2024**
Regular Board Meeting

Presentation Only

5.01
Agenda Placement

Emmanuel Barbara, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Proposition 28 (AMS) Report
September 12, 2024

On November 8, 2022, California voters approved Proposition 28: The Arts and Music in Schools (AMS) Funding Guarantee and Accountability Act. The measure required the state to establish a new, ongoing program supporting arts instruction in schools beginning in 2023–24.

The legislation allocates 1 percent of the kindergarten through grade twelve (K–12) portion of the Proposition 98 funding guarantee provided in the prior fiscal year, excluding funding appropriated for the AMS education program. Local educational agencies (LEAs) with 500 or more students are required to ensure that at least 80 percent of AMS funds to be expended are used to employ certificated or classified employees to provide arts education program instruction. The remaining funds must be used for training, supplies and materials, and arts educational partnership programs, with no more than 1 percent of funds received to be used for an LEA's administrative expenses.

We are required to submit a report outlining ARUSD's additional staffing provided with the proposition funds yearly.

For the 2023-2024 school year we did not utilize any Art and Music in Schools funds. The funds for '23-'24 were not received by ARUSD until late February, so we opted to hold them until the 2024-2025 school year. LEAs are permitted to rollover funds for up to three years without penalty. All school sites have developed a plan for the spending of funds and we are in active pursuit of candidates to fill those positions.

Number of additional full-time equivalent teachers for 2023-2024: 0
Number of additional full-time equivalent personnel for 2023-2024: 0
Number of additional full-time equivalent teaching aides for 2023-2024: 0
Number of additional students served for 2023-2024: 0
Number of additional school sites providing arts education for 2023-2024: 0

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: **August 13, 2024**

Subject: **Public Hearing Regarding Sufficiency of Instructional Materials**

Staff Analysis: Education Code Section 60119 requires an annual Public Hearing and a resolution adopted in order to obtain assurance from the Governing Board that there are sufficient textbooks and instructional materials.

PUBLIC HEARING

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

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

To the Board of Trustees: Meeting: **September 12, 2024**
Regular Board Meeting

Recommend Approval

7.01
Agenda Placement

Emmanuel Barbara, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

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

PUBLIC HEARING ANNOUCEMENT
Issued on August 13, 2024

An annual Public Hearing is required and a resolution adopted in order to obtain assurances from the Governing Board that the school district will comply with Education Code Section 60119, which states that the governing boards of school districts which receive funds for the instructional materials from any state source are subject to the requirements of this section. The requirements include the following:

1. The Governing Board will hold a public hearing

2. If the Governing Board determines that there are insufficient textbooks of instructional materials, the Governing Board shall provide information to the public setting for the reason that each pupil does not have sufficient textbooks or instructional materials

Public Hearing will be held on
September 12, 2024
5:30 p.m.
Alum Rock Union Elementary School District
Board Room

Emmanuel Barbara, Interim Superintendent

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

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

AVISO DE AUDIENCIA PÚBLICA
Emitido el 13 de agosto de 2024

Es necesario llevar a cabo una audiencia pública anual y adoptar una resolución con el propósito de obtener garantías de parte de la Mesa Directiva que el distrito cumplirá con la Sección 60119 del Código de Educación, el cual estipula que las mesas directivas de los distritos escolares que reciben fondos para materiales educativos provenientes de cualquier fuente estatal están sujetos a los requisitos de esta sección. Los requisitos incluyen lo siguiente:

1. La Mesa Directiva llevará a cabo una audiencia pública

2. Si la Mesa Directiva llega a determinar que no hay suficientes libros de texto y materiales educativos, la Mesa Directiva proporcionará información en la sesión pública acerca de la razón por la cual cada estudiante no tiene suficientes textos o materiales educativos.

La audiencia pública se llevará a cabo el
12 de septiembre de 2024
5:30 p.m.
Distrito Escolar Elemental de Alum Rock
Sala de Sesiones de la Mesa Directiva

Emmanuel Barbara, Interim Superintendent

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

ALUM ROCK
UNION ELEMENTARY SCHOOL DISTRICT
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THÔNG BÁO ĐIỀU TRẦN CÔNG CỘNG
Phát hành ngày 13 tháng 8 năm 2024

Một buổi họp Điều Trần Trước Công Chúng là cần thiết và là một quyết định được chấp thuận để có bảo đảm của Ban Hội Đồng Quản Trị rằng học khu sẽ tuân theo Luật Giáo Dục Mục 60119, trong đó quy định rằng hội đồng quản trị của các học khu nhận tài trợ cho tài liệu giảng dạy từ bất kỳ tiểu bang nào tùy thuộc vào các yêu cầu của phần này. Các yêu cầu bao gồm những điều sau:

1. Hội đồng quản trị sẽ tổ chức một phiên điều trần công khai

2. Nếu Hội Đồng Quản Trị xác định rằng không có đủ sách giáo khoa của tài liệu giảng dạy, Hội đồng quản trị sẽ cung cấp thông tin cho công chúng vì lý do mỗi học sinh không có đủ sách giáo khoa hoặc tài liệu giảng dạy

Phiên Điều trần Công khai sẽ được tổ chức vào
Ngày 12 tháng 9 năm 2024
Vào lúc 5:30 chiều.
tại Phòng Họp Hội Đồng Học Khu Alum Rock

Emmanuel Barbara, Interim Superintendent

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

8.01

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: Approve grant from Excite Credit union to implement Calkids savings options for parents.

Submitted by: Emmanuel Barbara Title: Interim Superintendent

To the Board of Trustees: Meeting: September 12, 2024
Regular Board Meeting

Recommend Approval

8.01
Agenda Placement

Emmanuel Barbara, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

8.02

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 Contract for Superintendent.

Submitted by: Emmanuel Barbara Title: Interim Superintendent

To the Board of Trustees: Meeting: September 12, 2024
Regular Board Meeting

Recommend Approval

8.02
Agenda Placement

Emmanuel Barbara, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

8.03

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: Approve Amendment to Interim Superintendent Contract.

Submitted by: Emmanuel Barbara Title: Interim Superintendent

To the Board of Trustees: Meeting: September 12, 2024
Regular Board Meeting

Recommend Approval

8.03
Agenda Placement

Emmanuel Barbara, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

9.01

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF TRUSTEES

Date: August 29, 2024

To the Board of Trustees:

Subject: **Unaudited Actual Financial Reports for 2023 – 2024**
Report to the Board on Unaudited Actuals as Required by Law

Staff Analysis: Staff will provide an update on the Unaudited Actuals Financial Report for Fiscal Year 2023 – 2024. Education Code section 42100 requires that the Governing Board of each school district approve an annual statement for all revenues and expenditures of the district for the fiscal year.

Recommendation: Staff recommends that the Board approve the 2023– 2024 Unaudited Actuals Financial Report.

Submitted by: Teresa DeCelles TD Title: Assistant Superintendent, Business Services

To the Board of Trustees:

Recommend Approval

9.01
Agenda Placement

Meeting: September 12, 2024
Regular Board Meeting

Emmanuel Barbara, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

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 TRUSTEES

To the Board of Trustees:

Subject: **Alpha:**
Blanca Alvarado Charter School Renewal Petition

Staff Analysis: To review and consider the proposed renewal of the Alpha: Blanca Alvarado Charter School Agreement. Education Code 47605(b) states that within 30 days of receiving a petition regarding a charter school, the Board shall hold a public hearing to determine the level of support for the petition by teachers, other employees of the district and parents/guardians. Ed. Code further states that within 60 days of receiving a petition or within 90 days with the consent of the petitioners and the Board, the Board shall either grant or deny the request from a charter school.

Recommendation: Upon completion of the review of the petition, staff recommends the Board approve the renewal of Alpha: Blanca Alvarado Charter School.

Submitted by: Teresa DeCelles TD Title: Assistant Superintendent, Business Services

To the Board of Trustees: Meeting: September 12, 2024
Regular Board Meeting

9.02
Agenda Placement

Emmanuel Barbara, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

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

Date: September 4, 2024

To the Board of Trustees:

Subject: **Demographic and Enrollment Projections by School Works**

PRESENTATION / INFORMATION ONLY

Submitted by: Teresa DeCelles Title: Assistant Superintendent, Business Services

To the Board of Trustees:

PRESENTATION

9.03
Agenda Placement

Meeting: September 12, 2024
Regular Board Meeting

Emmanuel Barbara, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

APPROVED: _____ NOT APPROVED: _____ _____

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: September 12, 2024

Subject: Request for Approval of RFP#2024-CNS01 Farm to School Fresh Produce for 2024 – 2025 School Year

Staff Analysis: Child Nutrition Services Program (CNS) solicited RFP for Farm to School Fresh Produce for school year 2024-2025 following the federal competitive bid procedures in alignment with our commitment to providing nutritious and locally sourced, fresh, and high-quality fruits and vegetables to students. The RFP was publicized for two weeks via San Jose Mercury News, ARUSD website, and was e-mailed to Permanent Agriculture Inc., Brisa Ranch, Fresno BIPOC Produce Inc., Spork Food Hub, Frog Hollow, Oya Organics, Watsonville Coast, Wild River Inc., World's Finest Farms, JAS Family Organic Farm. On bid opening day, we received six RFPs, four of which—Permanent Agriculture Inc., Fresno BIPOC, Spork Food Hub, and World's Finest Farms—met all requirements. To ensure a diverse selection of seasonal local produce and to meet the Harvest of the Month program and menu needs, CNS recommends awarding contracts to these four vendors based on pricing, meeting local geographic preference, supporting socially disadvantaged farmers and ranchers, service reliability and past performance, and enhancing the availability of seasonal produce.

Recommendation: CNS staff recommends awarding the bid and contract for RFP#2024-CNS01 to World's Finest Farms for 2024-2025, as quantities are estimated, we anticipate the bid award at $60,000.

Submitted by: Denisse B. Mendez DM Title: Director, Child Nutrition Services

Approved by: Teresa DeCelles TD Title: Interim Assistant Superintendent, Business Services

To the Board of Trustees: Meeting: September 12, 2024

Recommend Approval

9.04
Agenda Placement

Emmanuel Barbara, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: Seconded by:

Approved: _____ Not Approved: _____ Tabled:

ORIGINAL BID DOCUMENTS

AVAILABLE IN THE CNS

DEPARTMENT FOR REVIEW

PRICING

Pricing was evaluated on a per item/per month basis and scored according to the evaluation criteria described below. A complete per item price evaluation is available for review upon request.

EVALUATION CRITERIA

In addition to price, the department scored other factors, which are outlined below, along with the final total score for each bidder.

Evaluation Criteria	Description and Points Awarded	Points Based On	Max. Points
Price	100% of Max Points: Lowest-priced bid. 80% of Max Points: Second lowest-priced bid. 60% of Max Points: Third lowest-priced bid.	Itemized Bid List	20
Traceability	100% of Max Points: Bidder has a system in place for tracking and labeling locally grown produce and has a process and can provide farm and/or brand name and location on invoices. Can currently produce reports to show % of local products provided, including farm name and origin. 80% of Max Points: Bidder has a system in place for tracking and labeling locally grown produce and has a process for showing documentation of product sourcing. Can currently produce reports to show % of local products provided. 0% Points: Cannot produce reporting/tracking mechanisms.	Responses to Questions Labeled "Traceability - " in Vendor Questionnaire	10
Delivery Specifications	100% of Max Points: Ability to deliver within the District's designated time/days & positive references of timely & accurate delivery. 75% of Max Points: Ability to deliver within District's designated time but on alternate delivery days & positive references of timely & accurate delivery 0 Points: Unable to meet District's designated delivery time & days and/or negative references of frequent untimely and/or inaccurate deliveries even if delivery time & days can be met.	- Reference forms - Responses to Questions Labeled "Delivery Specifications - " in Vendor Questionnaire	10
Minimum Delivery Amount	100% of Max Points: Lowest minimum delivery amount. 50% of Max Points: Second lowest minimum delivery amount. 0 Points: Not the lowest minimum delivery amount.	- Responses to Questions Labeled "Minimum Delivery Amount - " in Vendor Questionnaire	5
Local Geographic Preference	100% of max points: Highest percentage of local farms that were sourced from to supply produce to school districts in 2023-24. (local here defined as within 150 miles of the district). 75% of max points: Second Highest percentage of local farms that were sourced from to provide produce to school districts in 2023-24. (local here defined as within 150 miles of the district) 0% of max points: Third highest or less percentage of local	Responses to Questions Labeled "Local Geographic Preference-" Proposer Supplied from this farm to schools in the 2023 - 2024 School Year Column in	15

	farms that were sourced from to provide produce to school districts in 2023-24. (local here defined as within 150 miles of the district)	Supplier List	
Supporting Socially Disadvantaged Farmers or Ranchers	100% of Max Points: Have processes in place for collecting data on which producers self-identify as Socially Disadvantaged Farmers or Ranchers AND plan with goals in place to increase support of Socially Disadvantaged Farmers or Ranchers. 50% of Max Points: Have processes in place for collecting data on which producers self-identify as Socially Disadvantaged Farmers or Ranchers OR plan with goals in place to increase support of Socially Disadvantaged Farmers or Ranchers. 0%: Do not have processes in place for collecting optional self-identification of producers as Socially Disadvantaged Farmers or Ranchers AND plan with goals in place to increase support of Socially Disadvantaged Farmers or Ranchers.	Responses to Questions Labeled "Supporting SDFRs -" in Vendor Questionnaire	5
Contracting with Small Businesses	100% of Max Points points: Qualifies as a small business. 0% of Max Points: Does not qualify as a small business	Responses to Questions Labeled "Contracting with Small Businesses" in Vendor Questionnaire	5
Contracting with Minority-Owned Businesses	100% of Max Points: Majority business ownership by individuals who identify as women or BIPOC (Black, Indigenous and People of Color). 0% of Max Points: Majority business ownership not by individuals who identify as women or BIPOC.	Responses to Questions Labeled "Contracting Minority Owned Businesses" in Vendor Questionnaire	5
Technology and Reports	100% of Max Points: Availability of online ordering with online system or email order confirmation. Ability to provide velocity reports, monthly statements and weekly price lists. 70% of Max Points: Availability of placing e-mail orders with email order confirmation. Ability to provide velocity reports, monthly statements and weekly price lists. 30% of Max Points: Ability to provide online or e-mail ordering and weekly price lists. Unable to provide velocity reports and/or monthly statements. 0 Points: Unable to provide e-mail or online ordering.	Responses to Questions Labeled "Ordering Systems and Reports - " in Vendor Questionnaire	5
Service Reliability and Past Performance	100% of Max Points: Proven ability to provide excellent service as demonstrated by references, vendor questionnaire, and past experience and reputation as determined by the District, that show: Prompt responses and satisfactory resolution to requests for information and complaints & issues Courtesy and responsiveness to all district personnel at all times Ready access to decision-making executives and assigned	- Reference forms - Responses to Questions Labeled "Service Reliability and Past Performance - " in Vendor Questionnaire - District past experience and Vendor reputation	15

	point of contact. Ability to meet sourcing goals Fully staffed delivery driver support. Ongoing produce market updates and communication regarding produce availability to identify best priced seasonal products. 0 Points: References and/or vendor questionnaire demonstrate poor performance or inability to meet criteria described above.		
Safety Records and Controls	100% of Max Points: Bidder can provide evidence, in the form of a written Food Safety & Security Program OR HACCP Plan, that it has a minimum of appropriate safety controls in place and follows the best food-safety practices in that: Bidder's staff are properly and regularly trained in current safety procedures, Bidder's facilities are regularly inspected by accredited agencies and proposer's facilities are favorably assessed in those inspections. The proposer promptly and appropriately addresses safety issues raised by food-safety inspections or otherwise. If needed, Bidder's record-keeping program is such that the proposer would be able to promptly trace any product to its original supplier and source of origin. Bidder can provide evidence that it has a Product Recall Procedures and Pest Control Policy in place. 0 Points: Unable to meet or provide above specified criteria.	- HACCP Plan or Food Security and Safety Program - Reference forms - Responses to Questions Labeled "Safety Records and Controls - " in Vendor Questionnaire	5
Food and Nutrition Education	Bidder will receive 100% of Max Points for all of the following, 80% of Max Points for four of the following, 60% of Max Points for three of the following, 40% of Max Points for two of the following, 20% of Max Points for one of the following, and 0 points for none of the following: - Provide farm specific promotional materials - Farm Tours for Nutrition Services - Farm Tours for students - Farm visit to school/classroom - Provide nutrition education materials - Provide Training & Technical Assistance to school garden/farm	Responses to Questions Labeled "Food and Nutrition Education - " in Vendor Questionnaire	5
Vendor Consultation	100% of Max Points: Bidder's staff will be available for consultation to district staff about seasonal sourcing strategies and menu planning ideas that may deliver the best value to the school district for a minimum of 2 hours per month.	Responses to Questions Labeled "Vendor Consultation - " in Vendor Questionnaire.	5

	0 Points: Bidder is unable to provide consultation for a minimum of 2 hours per month.		
Small and Mid-Scale Farms	100% of Max Points: Bidder is able to provide invoices to demonstrate that they have supplied from a small to mid-scale farm in the past school year to a school district. 0% of Max Points: Bidder is unable to provide invoices to demonstrate that they have supplied from a small to mid-scale farm in the past school year to a school district.	-Responses to Questions Labeled "Small and Mid-Scale Farms" -Column Labeled "Small-Scale Farm (<$350K Annual Gross Revenue), Mid-Scale Farm ($350K - $999,999 AGR), Large-Scale Farm ($1,000,000+ AGR)" in Supplier List -Accompanying Documentation	5
Products delivered within 120 hours of harvest	100% of Max Points: All products delivered within 120 hours of harvest 0 Points: Unable to deliver all products within 120 hours of harvest	- Responses to Questions Labeled "Products delivered within 120 hours of harvest - " in Vendor Questionnaire	10
Diversified Production	100% of Max Points: All products are sourced from farms that grow no less than five crops per 500 acres. 0 points: Unable to source all products from farms that grow no less than five crops per 500 acres.	- Responses to Questions Labeled "Diversified Production - " in Vendor Questionnaire -#Acres and # Crops Columns in Supplier/Subcontractor List	10
Small and Mid-Scale Farms	100% of Max Points: Bidder is able to provide invoices to demonstrate that they have supplied from a small to mid-scale farm in the past school year to a school district. 0% of Max Points: Bidder is unable to provide invoices to demonstrate that they have supplied from a small to mid-scale farm in the past school year to a school district.	-Responses to Questions Labeled "Small and Mid-Scale Farms" -Column Labeled "Small-Scale Farm (<$350K Annual Gross Revenue), Mid-Scale Farm ($350K - $999,999 AGR), Large-Scale Farm ($1,000,000+ AGR)" in Supplier List -Accompanying Documentation	5
Delivery Locations	100% of Max Points: Bidder is able to deliver to the District Warehouse (2390 Gay Avenue, San Jose, CA 95127) and Ocala STEAM Academy (2800 Ocala Avenue San Jose, CA 95127) between 6-7 am, two times per week on Monday, Wednesday and/or Friday.	-Responses to Questions Labeled "Delivery Locations" -Supplier/Subcontractor List	3

	0% of Max Points: Bidder is not able to meet the requested delivery specifications.		
Food Hub Support	100% of Max Points: Bidder is a Food Hub as described by the USDA Regional Food Hub Resource Guide "A regional food hub is a business or organization that actively manages the aggregation, distribution, and marketing of source-identified food products primarily from local and regional producers to strengthen their ability to satisfy wholesale, retail, and institutional demand." Local here is defined as within 150 miles of the distribution center. 0% of Max Points: Bidder is not a Food Hub as described by the USDA Regional Food Hub Resource Guide "A regional food hub is a business or organization that actively manages the aggregation, distribution, and marketing of source-identified food products primarily from local and regional producers to strengthen their ability to satisfy wholesale, retail, and institutional demand." Local here is defined as within 150 miles of the distribution center.	-Responses to Questions Labeled "Food Hub Support"	5
Environmental Sustainability Strategies	100% of Max Points: Are supplied by vendors certified with the any of the following certifications: USDA Organic Certified, USDA Transitional Organic Certified, Regenerative Organic, Pesticide-Free (non-certified), Agricultural Justice Project, Sustainably Grown Certified, Other Climate Smart Practices	Certifications and Growing Practices Column in Certifications and Growing Practices Column in Supplier/Subcontractor List	5
Supporting Women, Veteran, and Disabled Farmers	Supporting Women, Veteran, and Disabled Farmers	Women, Veteran and/or Disabled Farmer-Owned Column Supplier List	3
Total Points			**156**

Final Scores per Bidder

Bidder	Score
Fresno BIPOC Produce	119.5
Frog Hollow	84
Permanent Agriculture Inc.	132
Spork Food Hub	135.25
Watsonville Coast Produce	73
World's Finest Farms	119.5

Reviewers
Denisse Mendez, Director, Child Nutrition Services
Katrina Zhang, Coordinator, Child Nutrition Services

Linked you will find the complete bid packages for Permanent Ag, Fresno BIPOC, Spork Food Hub, and World's Finest Farms.

All bids are available by request.

9.05

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: September 12, 2024

Subject: Request for Approval of RFP#2024-CNS01 Farm to School Fresh Produce for 2024 – 2025 School Year

Staff Analysis: Child Nutrition Services Program (CNS) solicited RFP for Farm to School Fresh Produce for school year 2024-2025 following the federal competitive bid procedures in alignment with our commitment to providing nutritious and locally sourced, fresh, and high-quality fruits and vegetables to students. The RFP was publicized for two weeks via San Jose Mercury News, ARUSD website, and was e-mailed to Permanent Agriculture Inc., Brisa Ranch, Fresno BIPOC Produce Inc., Spork Food Hub, Frog Hollow, Oya Organics, Watsonville Coast, Wild River Inc., World's Finest Farms, JAS Family Organic Farm. On bid opening day, we received six RFPs, four of which—Permanent Agriculture Inc., Fresno BIPOC, Spork Food Hub, and World's Finest Farms—met all requirements. To ensure a diverse selection of seasonal local produce and to meet the Harvest of the Month program and menu needs, CNS recommends awarding contracts to these four vendors based on pricing, meeting local geographic preference, supporting socially disadvantaged farmers and ranchers, service reliability and past performance, and enhancing the availability of seasonal produce.

Recommendation: CNS staff recommends awarding the bid and contract for RFP#2024-CNS01 to Fresno BIPOC Produce Inc., for 2024-2025, as quantities are estimated, we anticipate the bid award at $60,000.

Submitted by: Denisse B. Mendez DM Title: Director, Child Nutrition Services

Approved by: Teresa DeCelles TD Title: Interim Assistant Superintendent, Business Services

To the Board of Trustees: Meeting: September 12, 2024

Recommend Approval

9.05
Agenda Placement

Emmanuel Barbara, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: Seconded by:

Approved: _____ Not Approved: _____ Tabled:

ORIGINAL BID DOCUMENTS

AVAILABLE IN THE CNS

DEPARTMENT FOR REVIEW

PRICING

Pricing was evaluated on a per item/per month basis and scored according to the evaluation criteria described below. A complete per item price evaluation is available for review upon request.

EVALUATION CRITERIA

In addition to price, the department scored other factors, which are outlined below, along with the final total score for each bidder.

Evaluation Criteria	Description and Points Awarded	Points Based On	Max. Points
Price	100% of Max Points: Lowest-priced bid. 80% of Max Points: Second lowest-priced bid. 60% of Max Points: Third lowest-priced bid.	Itemized Bid List	20
Traceability	100% of Max Points: Bidder has a system in place for tracking and labeling locally grown produce and has a process and can provide farm and/or brand name and location on invoices. Can currently produce reports to show % of local products provided, including farm name and origin. 80% of Max Points: Bidder has a system in place for tracking and labeling locally grown produce and has a process for showing documentation of product sourcing. Can currently produce reports to show % of local products provided. 0% Points: Cannot produce reporting/tracking mechanisms.	Responses to Questions Labeled "Traceability - " in Vendor Questionnaire	10
Delivery Specifications	100% of Max Points: Ability to deliver within the District's designated time/days & positive references of timely & accurate delivery. 75% of Max Points: Ability to deliver within District's designated time but on alternate delivery days & positive references of timely & accurate delivery 0 Points: Unable to meet District's designated delivery time & days and/or negative references of frequent untimely and/or inaccurate deliveries even if delivery time & days can be met.	- Reference forms - Responses to Questions Labeled "Delivery Specifications - " in Vendor Questionnaire	10
Minimum Delivery Amount	100% of Max Points: Lowest minimum delivery amount. 50% of Max Points: Second lowest minimum delivery amount. 0 Points: Not the lowest minimum delivery amount.	- Responses to Questions Labeled "Minimum Delivery Amount - " in Vendor Questionnaire	5
Local Geographic Preference	100% of max points: Highest percentage of local farms that were sourced from to supply produce to school districts in 2023-24. (local here defined as within 150 miles of the district). 75% of max points: Second Highest percentage of local farms that were sourced from to provide produce to school districts in 2023-24. (local here defined as within 150 miles of the district)	Responses to Questions Labeled "Local Geographic Preference-" Proposer Supplied from this farm to schools in the 2023 - 2024 School	15

	0% of max points: Third highest or less percentage of local farms that were sourced from to provide produce to school districts in 2023-24. (local here defined as within 150 miles of the district)	Year Column in Supplier List	
Supporting Socially Disadvantaged Farmers or Ranchers	100% of Max Points: Have processes in place for collecting data on which producers self-identify as Socially Disadvantaged Farmers or Ranchers AND plan with goals in place to increase support of Socially Disadvantaged Farmers or Ranchers. 50% of Max Points: Have processes in place for collecting data on which producers self-identify as Socially Disadvantaged Farmers or Ranchers OR plan with goals in place to increase support of Socially Disadvantaged Farmers or Ranchers. 0%: Do not have processes in place for collecting optional self-identification of producers as Socially Disadvantaged Farmers or Ranchers AND plan with goals in place to increase support of Socially Disadvantaged Farmers or Ranchers.	Responses to Questions Labeled "Supporting SDFRs -" in Vendor Questionnaire	5
Contracting with Small Businesses	100% of Max Points points: Qualifies as a small business. 0% of Max Points: Does not qualify as a small business	Responses to Questions Labeled "Contracting with Small Businesses" in Vendor Questionnaire	5
Contracting with Minority-Owned Businesses	100% of Max Points: Majority business ownership by individuals who identify as women or BIPOC (Black, Indigenous and People of Color). 0% of Max Points: Majority business ownership not by individuals who identify as women or BIPOC.	Responses to Questions Labeled "Contracting Minority Owned Businesses" in Vendor Questionnaire	5
Technology and Reports	100% of Max Points: Availability of online ordering with online system or email order confirmation. Ability to provide velocity reports, monthly statements and weekly price lists. 70% of Max Points: Availability of placing e-mail orders with email order confirmation. Ability to provide velocity reports, monthly statements and weekly price lists. 30% of Max Points: Ability to provide online or e-mail ordering and weekly price lists. Unable to provide velocity reports and/or monthly statements. 0 Points: Unable to provide e-mail or online ordering.	Responses to Questions Labeled "Ordering Systems and Reports - " in Vendor Questionnaire	5
Service Reliability and Past Performance	100% of Max Points: Proven ability to provide excellent service as demonstrated by references, vendor questionnaire, and past experience and reputation as determined by the District, that show: Prompt responses and satisfactory resolution to requests for information and complaints & issues Courtesy and responsiveness to all district personnel at all times	- Reference forms - Responses to Questions Labeled "Service Reliability and Past Performance - " in Vendor Questionnaire - District past experience and Vendor reputation	15

	Ready access to decision-making executives and assigned point of contact. Ability to meet sourcing goals Fully staffed delivery driver support. Ongoing produce market updates and communication regarding produce availability to identify best priced seasonal products. 0 Points: References and/or vendor questionnaire demonstrate poor performance or inability to meet criteria described above.		
Safety Records and Controls	100% of Max Points: Bidder can provide evidence, in the form of a written Food Safety & Security Program OR HACCP Plan, that it has a minimum of appropriate safety controls in place and follows the best food-safety practices in that: Bidder's staff are properly and regularly trained in current safety procedures, Bidder's facilities are regularly inspected by accredited agencies and proposer's facilities are favorably assessed in those inspections. The proposer promptly and appropriately addresses safety issues raised by food-safety inspections or otherwise. If needed, Bidder's record-keeping program is such that the proposer would be able to promptly trace any product to its original supplier and source of origin. Bidder can provide evidence that it has a Product Recall Procedures and Pest Control Policy in place. 0 Points: Unable to meet or provide above specified criteria.	- HACCP Plan or Food Security and Safety Program - Reference forms - Responses to Questions Labeled "Safety Records and Controls - " in Vendor Questionnaire	5
Food and Nutrition Education	Bidder will receive 100% of Max Points for all of the following, 80% of Max Points for four of the following, 60% of Max Points for three of the following, 40% of Max Points for two of the following, 20% of Max Points for one of the following, and 0 points for none of the following: - Provide farm specific promotional materials - Farm Tours for Nutrition Services - Farm Tours for students - Farm visit to school/classroom - Provide nutrition education materials - Provide Training & Technical Assistance to school garden/farm	Responses to Questions Labeled "Food and Nutrition Education - " in Vendor Questionnaire	5
Vendor Consultation	100% of Max Points: Bidder's staff will be available for consultation to district staff about seasonal sourcing strategies and menu planning ideas that may deliver the best value to	Responses to Questions Labeled "Vendor Consultation - " in	5

	the school district for a minimum of 2 hours per month. 0 Points: Bidder is unable to provide consultation for a minimum of 2 hours per month.	Vendor Questionnaire.	
Small and Mid-Scale Farms	100% of Max Points: Bidder is able to provide invoices to demonstrate that they have supplied from a small to mid-scale farm in the past school year to a school district. 0% of Max Points: Bidder is unable to provide invoices to demonstrate that they have supplied from a small to mid-scale farm in the past school year to a school district.	-Responses to Questions Labeled "Small and Mid-Scale Farms" -Column Labeled "Small-Scale Farm (<$350K Annual Gross Revenue), Mid-Scale Farm ($350K - $999,999 AGR), Large-Scale Farm ($1,000,000+ AGR)" in Supplier List -Accompanying Documentation	5
Products delivered within 120 hours of harvest	100% of Max Points: All products delivered within 120 hours of harvest 0 Points: Unable to deliver all products within 120 hours of harvest	- Responses to Questions Labeled "Products delivered within 120 hours of harvest - " in Vendor Questionnaire	10
Diversified Production	100% of Max Points: All products are sourced from farms that grow no less than five crops per 500 acres. 0 points: Unable to source all products from farms that grow no less than five crops per 500 acres.	- Responses to Questions Labeled "Diversified Production - " in Vendor Questionnaire -#Acres and # Crops Columns in Supplier/Subcontractor List	10
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	Wednesday and/or Friday. 0% of Max Points: Bidder is not able to meet the requested delivery specifications.	r List	
Food Hub Support	100% of Max Points: Bidder is a Food Hub as described by the USDA Regional Food Hub Resource Guide "A regional food hub is a business or organization that actively manages the aggregation, distribution, and marketing of source-identified food products primarily from local and regional producers to strengthen their ability to satisfy wholesale, retail, and institutional demand." Local here is defined as within 150 miles of the distribution center. 0% of Max Points: Bidder is not a Food Hub as described by the USDA Regional Food Hub Resource Guide "A regional food hub is a business or organization that actively manages the aggregation, distribution, and marketing of source-identified food products primarily from local and regional producers to strengthen their ability to satisfy wholesale, retail, and institutional demand." Local here is defined as within 150 miles of the distribution center.	-Responses to Questions Labeled "Food Hub Support"	5
Environmental Sustainability Strategies	100% of Max Points: Are supplied by vendors certified with the any of the following certifications: USDA Organic Certified, USDA Transitional Organic Certified, Regenerative Organic, Pesticide-Free (non-certified), Agricultural Justice Project, Sustainably Grown Certified, Other Climate Smart Practices	Certifications and Growing Practices Column in Certifications and Growing Practices Column in Supplier/Subcontractor List	5
Supporting Women, Veteran, and Disabled Farmers	Supporting Women, Veteran, and Disabled Farmers	Women, Veteran and/or Disabled Farmer-Owned Column Supplier List	3
Total Points			**156**

Final Scores per Bidder

Bidder	Score
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World's Finest Farms	119.5

Reviewers
Denisse Mendez, Director, Child Nutrition Services
Katrina Zhang, Coordinator, Child Nutrition Services

Linked you will find the complete bid packages for Permanent Ag, Fresno BIPOC, Spork Food Hub, and World's Finest Farms.

All bids are available by request.

9.06

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: September 12, 2024

Subject: Request for Approval of RFP#2024-CNS01 Farm to School Fresh Produce for 2024 – 2025 School Year

Staff Analysis: Child Nutrition Services Program (CNS) solicited RFP for Farm to School Fresh Produce for school year 2024-2025 following the federal competitive bid procedures in alignment with our commitment to providing nutritious and locally sourced, fresh, and high-quality fruits and vegetables to students. The RFP was publicized for two weeks via San Jose Mercury News, ARUSD website, and was e-mailed to Permanent Agriculture Inc., Brisa Ranch, Fresno BIPOC Produce Inc., Spork Food Hub, Frog Hollow, Oya Organics, Watsonville Coast, Wild River Inc., World's Finest Farms, JAS Family Organic Farm. On bid opening day, we received six RFPs, four of which—Permanent Agriculture Inc., Fresno BIPOC, Spork Food Hub, and World's Finest Farms—met all requirements. To ensure a diverse selection of seasonal local produce and to meet the Harvest of the Month program and menu needs, CNS recommends awarding contracts to these four vendors based on pricing, meeting local geographic preference, supporting socially disadvantaged farmers and ranchers, service reliability and past performance, and enhancing the availability of seasonal produce.

Recommendation: CNS staff recommends awarding the bid and contract for RFP#2024-CNS01 to Permanent Agriculture Inc. for 2024-2025, as quantities are estimated, we anticipate the bid award at $150,000.

Submitted by: Denisse B. Mendez Title: Director, Child Nutrition Services

Approved by: Teresa DeCelles TD Title: Interim Assistant Superintendent, Business Services

To the Board of Trustees: Meeting: September 12, 2024

Recommend Approval

9.06
Agenda Placement

Emmanuel Barbara, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: Seconded by:

Approved: _____ Not Approved: _____ Tabled:

ORIGINAL BID DOCUMENTS

AVAILABLE IN THE CNS

DEPARTMENT FOR REVIEW

PRICING

Pricing was evaluated on a per item/per month basis and scored according to the evaluation criteria described below. A complete per item price evaluation is available for review upon request.

EVALUATION CRITERIA

In addition to price, the department scored other factors, which are outlined below, along with the final total score for each bidder.

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Traceability	100% of Max Points: Bidder has a system in place for tracking and labeling locally grown produce and has a process and can provide farm and/or brand name and location on invoices. Can currently produce reports to show % of local products provided, including farm name and origin. 80% of Max Points: Bidder has a system in place for tracking and labeling locally grown produce and has a process for showing documentation of product sourcing. Can currently produce reports to show % of local products provided. 0% Points: Cannot produce reporting/tracking mechanisms.	Responses to Questions Labeled "Traceability - " in Vendor Questionnaire	10
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Minimum Delivery Amount	100% of Max Points: Lowest minimum delivery amount. 50% of Max Points: Second lowest minimum delivery amount. 0 Points: Not the lowest minimum delivery amount.	- Responses to Questions Labeled "Minimum Delivery Amount - " in Vendor Questionnaire	5
Local Geographic Preference	100% of max points: Highest percentage of local farms that were sourced from to supply produce to school districts in 2023-24. (local here defined as within 150 miles of the district). 75% of max points: Second Highest percentage of local farms that were sourced from to provide produce to school districts in 2023-24. (local here defined as within 150 miles of the district) 0% of max points: Third highest or less percentage of local	Responses to Questions Labeled "Local Geographic Preference-" Proposer Supplied from this farm to schools in the 2023 - 2024 School Year Column in	15

	farms that were sourced from to provide produce to school districts in 2023-24. (local here defined as within 150 miles of the district)	Supplier List	
Supporting Socially Disadvantaged Farmers or Ranchers	100% of Max Points: Have processes in place for collecting data on which producers self-identify as Socially Disadvantaged Farmers or Ranchers AND plan with goals in place to increase support of Socially Disadvantaged Farmers or Ranchers. 50% of Max Points: Have processes in place for collecting data on which producers self-identify as Socially Disadvantaged Farmers or Ranchers OR plan with goals in place to increase support of Socially Disadvantaged Farmers or Ranchers. 0%: Do not have processes in place for collecting optional self-identification of producers as Socially Disadvantaged Farmers or Ranchers AND plan with goals in place to increase support of Socially Disadvantaged Farmers or Ranchers.	Responses to Questions Labeled "Supporting SDFRs -" in Vendor Questionnaire	5
Contracting with Small Businesses	100% of Max Points points: Qualifies as a small business. 0% of Max Points: Does not qualify as a small business	Responses to Questions Labeled "Contracting with Small Businesses" in Vendor Questionnaire	5
Contracting with Minority-Owned Businesses	100% of Max Points: Majority business ownership by individuals who identify as women or BIPOC (Black, Indigenous and People of Color). 0% of Max Points: Majority business ownership not by individuals who identify as women or BIPOC.	Responses to Questions Labeled "Contracting Minority Owned Businesses" in Vendor Questionnaire	5
Technology and Reports	100% of Max Points: Availability of online ordering with online system or email order confirmation. Ability to provide velocity reports, monthly statements and weekly price lists. 70% of Max Points: Availability of placing e-mail orders with email order confirmation. Ability to provide velocity reports, monthly statements and weekly price lists. 30% of Max Points: Ability to provide online or e-mail ordering and weekly price lists. Unable to provide velocity reports and/or monthly statements. 0 Points: Unable to provide e-mail or online ordering.	Responses to Questions Labeled "Ordering Systems and Reports - " in Vendor Questionnaire	5
Service Reliability and Past Performance	100% of Max Points: Proven ability to provide excellent service as demonstrated by references, vendor questionnaire, and past experience and reputation as determined by the District, that show: Prompt responses and satisfactory resolution to requests for information and complaints & issues Courtesy and responsiveness to all district personnel at all times Ready access to decision-making executives and assigned	- Reference forms - Responses to Questions Labeled "Service Reliability and Past Performance - " in Vendor Questionnaire - District past experience and Vendor reputation	15

	point of contact. Ability to meet sourcing goals Fully staffed delivery driver support. Ongoing produce market updates and communication regarding produce availability to identify best priced seasonal products. 0 Points: References and/or vendor questionnaire demonstrate poor performance or inability to meet criteria described above.		
Safety Records and Controls	100% of Max Points: Bidder can provide evidence, in the form of a written Food Safety & Security Program OR HACCP Plan, that it has a minimum of appropriate safety controls in place and follows the best food-safety practices in that: Bidder's staff are properly and regularly trained in current safety procedures, Bidder's facilities are regularly inspected by accredited agencies and proposer's facilities are favorably assessed in those inspections. The proposer promptly and appropriately addresses safety issues raised by food-safety inspections or otherwise. If needed, Bidder's record-keeping program is such that the proposer would be able to promptly trace any product to its original supplier and source of origin. Bidder can provide evidence that it has a Product Recall Procedures and Pest Control Policy in place. 0 Points: Unable to meet or provide above specified criteria.	- HACCP Plan or Food Security and Safety Program - Reference forms - Responses to Questions Labeled "Safety Records and Controls - " in Vendor Questionnaire	5
Food and Nutrition Education	Bidder will receive 100% of Max Points for all of the following, 80% of Max Points for four of the following, 60% of Max Points for three of the following, 40% of Max Points for two of the following, 20% of Max Points for one of the following, and 0 points for none of the following: - Provide farm specific promotional materials - Farm Tours for Nutrition Services - Farm Tours for students - Farm visit to school/classroom - Provide nutrition education materials - Provide Training & Technical Assistance to school garden/farm	Responses to Questions Labeled "Food and Nutrition Education - " in Vendor Questionnaire	5
Vendor Consultation	100% of Max Points: Bidder's staff will be available for consultation to district staff about seasonal sourcing strategies and menu planning ideas that may deliver the best value to the school district for a minimum of 2 hours per month.	Responses to Questions Labeled "Vendor Consultation - " in Vendor Questionnaire.	5

	0 Points: Bidder is unable to provide consultation for a minimum of 2 hours per month.		
Small and Mid-Scale Farms	100% of Max Points: Bidder is able to provide invoices to demonstrate that they have supplied from a small to mid-scale farm in the past school year to a school district. 0% of Max Points: Bidder is unable to provide invoices to demonstrate that they have supplied from a small to mid-scale farm in the past school year to a school district.	-Responses to Questions Labeled "Small and Mid-Scale Farms" -Column Labeled "Small-Scale Farm (<$350K Annual Gross Revenue), Mid-Scale Farm ($350K - $999,999 AGR), Large-Scale Farm ($1,000,000+ AGR)" in Supplier List -Accompanying Documentation	5
Products delivered within 120 hours of harvest	100% of Max Points: All products delivered within 120 hours of harvest 0 Points: Unable to deliver all products within 120 hours of harvest	- Responses to Questions Labeled "Products delivered within 120 hours of harvest - " in Vendor Questionnaire	10
Diversified Production	100% of Max Points: All products are sourced from farms that grow no less than five crops per 500 acres. 0 points: Unable to source all products from farms that grow no less than five crops per 500 acres.	- Responses to Questions Labeled "Diversified Production - " in Vendor Questionnaire -#Acres and # Crops Columns in Supplier/Subcontractor List	10
Small and Mid-Scale Farms	100% of Max Points: Bidder is able to provide invoices to demonstrate that they have supplied from a small to mid-scale farm in the past school year to a school district. 0% of Max Points: Bidder is unable to provide invoices to demonstrate that they have supplied from a small to mid-scale farm in the past school year to a school district.	-Responses to Questions Labeled "Small and Mid-Scale Farms" -Column Labeled "Small-Scale Farm (<$350K Annual Gross Revenue), Mid-Scale Farm ($350K - $999,999 AGR), Large-Scale Farm ($1,000,000+ AGR)" in Supplier List -Accompanying Documentation	5
Delivery Locations	100% of Max Points: Bidder is able to deliver to the District Warehouse (2390 Gay Avenue, San Jose, CA 95127) and Ocala STEAM Academy (2800 Ocala Avenue San Jose, CA 95127) between 6-7 am, two times per week on Monday, Wednesday and/or Friday.	-Responses to Questions Labeled "Delivery Locations" -Supplier/Subcontractor List	3

	0% of Max Points: Bidder is not able to meet the requested delivery specifications.		
Food Hub Support	100% of Max Points: Bidder is a Food Hub as described by the USDA Regional Food Hub Resource Guide "A regional food hub is a business or organization that actively manages the aggregation, distribution, and marketing of source-identified food products primarily from local and regional producers to strengthen their ability to satisfy wholesale, retail, and institutional demand." Local here is defined as within 150 miles of the distribution center. 0% of Max Points: Bidder is not a Food Hub as described by the USDA Regional Food Hub Resource Guide "A regional food hub is a business or organization that actively manages the aggregation, distribution, and marketing of source-identified food products primarily from local and regional producers to strengthen their ability to satisfy wholesale, retail, and institutional demand." Local here is defined as within 150 miles of the distribution center.	-Responses to Questions Labeled "Food Hub Support"	5
Environmental Sustainability Strategies	100% of Max Points: Are supplied by vendors certified with the any of the following certifications: USDA Organic Certified, USDA Transitional Organic Certified, Regenerative Organic, Pesticide-Free (non-certified), Agricultural Justice Project, Sustainably Grown Certified, Other Climate Smart Practices	Certifications and Growing Practices Column in Certifications and Growing Practices Column in Supplier/Subcontractor List	5
Supporting Women, Veteran, and Disabled Farmers	Supporting Women, Veteran, and Disabled Farmers	Women, Veteran and/or Disabled Farmer-Owned Column Supplier List	3
Total Points			**156**

Final Scores per Bidder

Bidder	Score
Fresno BIPOC Produce	119.5
Frog Hollow	84
Permanent Agriculture Inc.	132
Spork Food Hub	135.25
Watsonville Coast Produce	73
World's Finest Farms	119.5

Reviewers
Denisse Mendez, Director, Child Nutrition Services
Katrina Zhang, Coordinator, Child Nutrition Services

Linked you will find the complete bid packages for Permanent Ag, Fresno BIPOC, Spork Food Hub, and World's Finest Farms.

All bids are available by request.

9.07

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: September 12, 2024

Subject: Request for Approval of RFP#2024-CNS01 Farm to School Fresh Produce for 2024 – 2025 School Year

Staff Analysis: Child Nutrition Services Program (CNS) solicited RFP for Farm to School Fresh Produce for school year 2024-2025 following the federal competitive bid procedures in alignment with our commitment to providing nutritious and locally sourced, fresh, and high-quality fruits and vegetables to students. The RFP was publicized for two weeks via San Jose Mercury News, ARUSD website, and was e-mailed to Permanent Agriculture Inc., Brisa Ranch, Fresno BIPOC Produce Inc., Spork Food Hub, Frog Hollow, Oya Organics, Watsonville Coast, Wild River Inc., World's Finest Farms, JAS Family Organic Farm. On bid opening day, we received six RFPs, four of which—Permanent Agriculture Inc., Fresno BIPOC, Spork Food Hub, and World's Finest Farms—met all requirements. To ensure a diverse selection of seasonal local produce and to meet the Harvest of the Month program and menu needs, CNS recommends awarding contracts to these four vendors based on pricing, meeting local geographic preference, supporting socially disadvantaged farmers and ranchers, service reliability and past performance, and enhancing the availability of seasonal produce.

Recommendation: CNS staff recommends awarding the bid and contract for RFP#2024-CNS01 to Fiery Ginger Farm, LLC (DBA: Spork Food Hub) for 2024-2025, as quantities are estimated, we anticipate the bid award at $150,000.

Submitted by: Denisse B. Mendez DM Title: Director, Child Nutrition Services

Approved by: Teresa DeCelles TD Title: Interim Assistant Superintendent, Business Services

To the Board of Trustees: Meeting: September 12, 2024

Recommend Approval

9.07
Agenda Placement

Emmanuel Barbara, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: Seconded by:

Approved: _____ Not Approved: _____ Tabled:

ORIGINAL BID DOCUMENTS

AVAILABLE IN THE CNS

DEPARTMENT FOR REVIEW

PRICING

Pricing was evaluated on a per item/per month basis and scored according to the evaluation criteria described below. A complete per item price evaluation is available for review upon request.

EVALUATION CRITERIA

In addition to price, the department scored other factors, which are outlined below, along with the final total score for each bidder.

Evaluation Criteria	Description and Points Awarded	Points Based On	Max. Points
Price	100% of Max Points: Lowest-priced bid. 80% of Max Points: Second lowest-priced bid. 60% of Max Points: Third lowest-priced bid.	Itemized Bid List	20
Traceability	100% of Max Points: Bidder has a system in place for tracking and labeling locally grown produce and has a process and can provide farm and/or brand name and location on invoices. Can currently produce reports to show % of local products provided, including farm name and origin. 80% of Max Points: Bidder has a system in place for tracking and labeling locally grown produce and has a process for showing documentation of product sourcing. Can currently produce reports to show % of local products provided. 0% Points: Cannot produce reporting/tracking mechanisms.	Responses to Questions Labeled "Traceability - " in Vendor Questionnaire	10
Delivery Specifications	100% of Max Points: Ability to deliver within the District's designated time/days & positive references of timely & accurate delivery. 75% of Max Points: Ability to deliver within District's designated time but on alternate delivery days & positive references of timely & accurate delivery 0 Points: Unable to meet District's designated delivery time & days and/or negative references of frequent untimely and/or inaccurate deliveries even if delivery time & days can be met.	- Reference forms - Responses to Questions Labeled "Delivery Specifications - " in Vendor Questionnaire	10
Minimum Delivery Amount	100% of Max Points: Lowest minimum delivery amount. 50% of Max Points: Second lowest minimum delivery amount. 0 Points: Not the lowest minimum delivery amount.	- Responses to Questions Labeled "Minimum Delivery Amount - " in Vendor Questionnaire	5
Local Geographic Preference	100% of max points: Highest percentage of local farms that were sourced from to supply produce to school districts in 2023-24. (local here defined as within 150 miles of the district). 75% of max points: Second Highest percentage of local farms that were sourced from to provide produce to school districts in 2023-24. (local here defined as within 150 miles of the district) 0% of max points: Third highest or less percentage of local	Responses to Questions Labeled "Local Geographic Preference-" Proposer Supplied from this farm to schools in the 2023 - 2024 School Year Column in	15

	farms that were sourced from to provide produce to school districts in 2023-24. (local here defined as within 150 miles of the district)	Supplier List	
Supporting Socially Disadvantaged Farmers or Ranchers	100% of Max Points: Have processes in place for collecting data on which producers self-identify as Socially Disadvantaged Farmers or Ranchers AND plan with goals in place to increase support of Socially Disadvantaged Farmers or Ranchers. 50% of Max Points: Have processes in place for collecting data on which producers self-identify as Socially Disadvantaged Farmers or Ranchers OR plan with goals in place to increase support of Socially Disadvantaged Farmers or Ranchers. 0%: Do not have processes in place for collecting optional self-identification of producers as Socially Disadvantaged Farmers or Ranchers AND plan with goals in place to increase support of Socially Disadvantaged Farmers or Ranchers.	Responses to Questions Labeled "Supporting SDFRs -" in Vendor Questionnaire	5
Contracting with Small Businesses	100% of Max Points points: Qualifies as a small business. 0% of Max Points: Does not qualify as a small business	Responses to Questions Labeled "Contracting with Small Businesses" in Vendor Questionnaire	5
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Technology and Reports	100% of Max Points: Availability of online ordering with online system or email order confirmation. Ability to provide velocity reports, monthly statements and weekly price lists. 70% of Max Points: Availability of placing e-mail orders with email order confirmation. Ability to provide velocity reports, monthly statements and weekly price lists. 30% of Max Points: Ability to provide online or e-mail ordering and weekly price lists. Unable to provide velocity reports and/or monthly statements. 0 Points: Unable to provide e-mail or online ordering.	Responses to Questions Labeled "Ordering Systems and Reports - " in Vendor Questionnaire	5
Service Reliability and Past Performance	100% of Max Points: Proven ability to provide excellent service as demonstrated by references, vendor questionnaire, and past experience and reputation as determined by the District, that show: Prompt responses and satisfactory resolution to requests for information and complaints & issues Courtesy and responsiveness to all district personnel at all times Ready access to decision-making executives and assigned	- Reference forms - Responses to Questions Labeled "Service Reliability and Past Performance - " in Vendor Questionnaire - District past experience and Vendor reputation	15

	point of contact. Ability to meet sourcing goals Fully staffed delivery driver support. Ongoing produce market updates and communication regarding produce availability to identify best priced seasonal products. 0 Points: References and/or vendor questionnaire demonstrate poor performance or inability to meet criteria described above.		
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Food and Nutrition Education	Bidder will receive 100% of Max Points for all of the following, 80% of Max Points for four of the following, 60% of Max Points for three of the following, 40% of Max Points for two of the following, 20% of Max Points for one of the following, and 0 points for none of the following: - Provide farm specific promotional materials - Farm Tours for Nutrition Services - Farm Tours for students - Farm visit to school/classroom - Provide nutrition education materials - Provide Training & Technical Assistance to school garden/farm	Responses to Questions Labeled "Food and Nutrition Education - " in Vendor Questionnaire	5
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Products delivered within 120 hours of harvest	100% of Max Points: All products delivered within 120 hours of harvest 0 Points: Unable to deliver all products within 120 hours of harvest	- Responses to Questions Labeled "Products delivered within 120 hours of harvest - " in Vendor Questionnaire	10
Diversified Production	100% of Max Points: All products are sourced from farms that grow no less than five crops per 500 acres. 0 points: Unable to source all products from farms that grow no less than five crops per 500 acres.	- Responses to Questions Labeled "Diversified Production - " in Vendor Questionnaire -#Acres and # Crops Columns in Supplier/Subcontractor List	10
Small and Mid-Scale Farms	100% of Max Points: Bidder is able to provide invoices to demonstrate that they have supplied from a small to mid-scale farm in the past school year to a school district. 0% of Max Points: Bidder is unable to provide invoices to demonstrate that they have supplied from a small to mid-scale farm in the past school year to a school district.	-Responses to Questions Labeled "Small and Mid-Scale Farms" -Column Labeled "Small-Scale Farm (<$350K Annual Gross Revenue), Mid-Scale Farm ($350K - $999,999 AGR), Large-Scale Farm ($1,000,000+ AGR)" in Supplier List -Accompanying Documentation	5
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	0% of Max Points: Bidder is not able to meet the requested delivery specifications.		
Food Hub Support	100% of Max Points: Bidder is a Food Hub as described by the USDA Regional Food Hub Resource Guide "A regional food hub is a business or organization that actively manages the aggregation, distribution, and marketing of source-identified food products primarily from local and regional producers to strengthen their ability to satisfy wholesale, retail, and institutional demand." Local here is defined as within 150 miles of the distribution center. 0% of Max Points: Bidder is not a Food Hub as described by the USDA Regional Food Hub Resource Guide "A regional food hub is a business or organization that actively manages the aggregation, distribution, and marketing of source-identified food products primarily from local and regional producers to strengthen their ability to satisfy wholesale, retail, and institutional demand." Local here is defined as within 150 miles of the distribution center.	-Responses to Questions Labeled "Food Hub Support"	5
Environmental Sustainability Strategies	100% of Max Points: Are supplied by vendors certified with the any of the following certifications: USDA Organic Certified, USDA Transitional Organic Certified, Regenerative Organic, Pesticide-Free (non-certified), Agricultural Justice Project, Sustainably Grown Certified, Other Climate Smart Practices	Certifications and Growing Practices Column in Certifications and Growing Practices Column in Supplier/Subcontractor List	5
Supporting Women, Veteran, and Disabled Farmers	Supporting Women, Veteran, and Disabled Farmers	Women, Veteran and/or Disabled Farmer-Owned Column Supplier List	3
Total Points			**156**

Final Scores per Bidder

Bidder	Score
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Frog Hollow	84
Permanent Agriculture Inc.	132
Spork Food Hub	135.25
Watsonville Coast Produce	73
World's Finest Farms	119.5

Reviewers
Denisse Mendez, Director, Child Nutrition Services
Katrina Zhang, Coordinator, Child Nutrition Services

Linked you will find the complete bid packages for Permanent Ag, Fresno BIPOC, Spork Food Hub, and World's Finest Farms.

All bids are available by request.

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

9.08

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: September 5, 2024

Subject: **Resolution No. 13-24/25**
GANN Limit Calculations

Staff Analysis: In November of 1979, California voters approved Proposition 4, an initiative that added Article XIII B to the California Constitution. This constitutional amendment, known as the Gann Initiative, placed limits on the growth of expenditures for publicly funded programs. Division 9 of Title 1, beginning with Section 7900 of the Government Code, was then added to law to specify the process for calculating state and local government appropriation limits and appropriations subject to limitation under Article XII B of the Constitution. These constitutional and statutory sections explain and define the appropriations limit and appropriations subject to limitation as they apply to state and local government, and require that each entity of government formally "adopt" its appropriations limit for a given fiscal year.

Education Code sections 1629 and 42132 specify that each year district Governing Boards shall adopt a resolution identifying their estimated appropriations limits for the current year and their actual appropriations limit for the preceding year. The documentation supporting the GANN adoption resolution shall be made available to the public.

Recommendation: Staff recommends that the Board accept the GANN Limit Calculations and adopt Resolution No. 13-24/25 as presented.

Approved by: Teresa DeCelles Title: Assistant Superintendent, Business Services

To the Board of Trustees:

Recommend Approval

9.08
Agenda Placement

Meeting: September 12, 2024
Regular Board Meeting

Emmanuel Barbara, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
RESOLUTION NO 13 – 24/25

RESOLUTION FOR ADOPTING THE "GANN" LIMIT
(Normal, no increase to Limit pursuant to G.C. 7902.1 [nothing on line K {COE line P}])

WHEREAS, in November of 1979, the California electorate did adopt Proposition 4, commonly called the Gann Amendment, which added Article XIII-B to the California Constitution; and,

WHEREAS, the provisions of that Article establish maximum appropriation limitations, commonly called "Gann Limits," for public agencies, including school districts; and,

WHEREAS, the District must establish a revised Gann limit for the 2023-2024 fiscal year and a projected Gann Limit for the 2024-2025 fiscal year in accordance with the provisions of Article XIII-B and applicable statutory law; and,

NOW, THEREFORE, BE IT RESOLVED that this Board does provide public notice that the attached calculations and documentation of the Gann limits for the 2023-2024 and 2024-2025 fiscal years are made in accord with applicable constitutional and statutory law;

AND BE IT FURTHER RESOLVED that this Board does hereby declare that the appropriations in the Budget for the 2023-2024 and 2024-2025 fiscal years do not exceed the limitations imposed by Proposition 4;

AND BE IT FURTHER RESOLVED that the Superintendent provides copies of this resolution along with the appropriate attachments to interested citizens of this district.

PASSED AND ADOPTED this 12th day of September, 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 September 12, 2024.

_____ _____
Emmanuel Barbara, Interim Superintendent Date

	2023-24 Calculations			2024-25 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
A. PRIOR YEAR DATA	**2022-23 Actual**			**2023-24 Actual**		
Actual Appropriations Limit and Gann ADA are from district's prior year Gann data reported to the CDE						
1. FINAL PRIOR YEAR APPROPRIATIONS LIMIT (Preload/Line D11, PY column)	58,402,130.06		58,402,130.06			62,117,496.03
2. PRIOR YEAR GANN ADA (Preload/Line B3, PY column)	6,968.65		6,968.65			7,096.68
ADJUSTMENTS TO PRIOR YEAR LIMIT	**Adjustments to 2022-23**			**Adjustments to 2023-24**		
3. District Lapses, Reorganizations and Other Transfers						
4. Temporary Voter Approved Increases						
5. Less: Lapses of Voter Approved Increases						
6. TOTAL ADJUSTMENTS TO PRIOR YEAR LIMIT (Lines A3 plus A4 minus A5)			0.00			0.00
7. ADJUSTMENTS TO PRIOR YEAR ADA (Only for district lapses, reorganizations and other transfers, and only if adjustments to the appropriations limit are entered in Line A3 above)						
B. CURRENT YEAR GANN ADA	**2023-24 P2 Report**			**2024-25 P2 Estimate**		
Unaudited actuals data should tie to Principal Apportionment Data Collection attendance reports and include ADA for charter schools reporting with the district						
1. Total K-12 ADA (Form A, Line A6)	7,096.68		7,096.68	6,698.16		6,698.16
2. Total Charter Schools ADA (Form A, Line C9)	0.00		0.00	0.00		0.00
3. TOTAL CURRENT YEAR P2 ADA (Line B1 plus B2)			7,096.68			6,698.16
C. CURRENT YEAR LOCAL PROCEEDS OF TAXES/STATE AID RECEIVED	**2023-24 Actual**			**2024-25 Budget**		
TAXES AND SUBVENTIONS (Funds 01, 09, and 62)						
1. Homeowners' Exemption (Object 8021)	101,120.06		101,120.06	101,000.00		101,000.00
2. Timber Yield Tax (Object 8022)	0.00		0.00	0.00		0.00
3. Other Subventions/In-Lieu Taxes (Object 8029)	0.00		0.00	0.00		0.00
4. Secured Roll Taxes (Object 8041)	33,970,891.53		33,970,891.53	33,965,000.00		33,965,000.00
5. Unsecured Roll Taxes (Object 8042)	1,870,554.15		1,870,554.15	1,871,000.00		1,871,000.00
6. Prior Years' Taxes (Object 8043)	0.00		0.00	0.00		0.00
7. Supplemental Taxes (Object 8044)	5,527,118.48		5,527,118.48	5,606,000.00		5,606,000.00
8. Ed. Rev. Augmentation Fund (ERAF) (Object 8045)	(6,966,003.05)		(6,966,003.05)	(7,034,000.00)		(7,034,000.00)

	2023-24 Calculations			2024-25 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
9. Penalties and Int. from Delinquent Taxes (Object 8048)	0.00		0.00	0.00		0.00
10. Other In-Lieu Taxes (Object 8082)	0.00		0.00	0.00		0.00
11. Comm. Redevelopment Funds (objects 8047 & 8625)	0.00		0.00	0.00		0.00
12. Parcel Taxes (Object 8621)	4,614,913.32		4,614,913.32	4,758,826.00		4,758,826.00
13. Other Non-Ad Valorem Taxes (Object 8622) (Taxes only)	0.00		0.00	0.00		0.00
14. Penalties and Int. from Delinquent Non-LCFF Taxes (Object 8629) (Only those for the above taxes)	0.00		0.00	0.00		0.00
15. Transfers to Charter Schools in Lieu of Property Taxes (Object 8096)						
16. TOTAL TAXES AND SUBVENTIONS (Lines C1 through C15)	39,118,594.49	0.00	39,118,594.49	39,267,826.00	0.00	39,267,826.00
OTHER LOCAL REVENUES (Funds 01, 09, and 62)						
17. To General Fund from Bond Interest and Redemption Fund (Excess debt service taxes) (Object 8914)	0.00		0.00	0.00		0.00
18. TOTAL LOCAL PROCEEDS OF TAXES (Lines C16 plus C17)	39,118,594.49	0.00	39,118,594.49	39,267,826.00	0.00	39,267,826.00
EXCLUDED APPROPRIATIONS						
19a. Medicare (Enter federally mandated amounts only from objs. 3301 & 3302; do not include negotiated amounts)			2,808,609.95			3,215,564.86
19b. Qualified Capital Outlay Projects						
19c. Routine Restricted Maintenance Account (Fund 01, Resource 8150, Objects 8900-8999)	4,505,853.54		4,505,853.54	4,944,016.25		4,944,016.25
OTHER EXCLUSIONS						
20. Americans with Disabilities Act						
21. Unreimbursed Court Mandated Desegregation Costs						
22. Other Unfunded Court-ordered or Federal Mandates						
23. TOTAL EXCLUSIONS (Lines C19 through C22)	4,505,853.54	0.00	7,314,463.49	4,944,016.25	0.00	8,159,581.11
STATE AID RECEIVED (Funds 01, 09, and 62)						
24. LCFF - CY (objects 8011 and 8012)	88,796,995.40		88,796,995.40	83,305,831.00		83,305,831.00
25. LCFF/Revenue Limit State Aid - Prior Years (Object 8019)	(2,333,457.00)		(2,333,457.00)	0.00		0.00
26. TOTAL STATE AID RECEIVED (Lines C24 plus C25)	86,463,538.40	0.00	86,463,538.40	83,305,831.00	0.00	83,305,831.00
DATA FOR INTEREST CALCULATION						
27. Total Revenues (Funds 01, 09 & 62; objects 8000-8799)	179,646,487.70		179,646,487.70	148,086,224.26		148,086,224.26
28. Total Interest and Return on Investments (Funds 01, 09, and 62; objects 8660 and 8662)	3,850,541.33		3,850,541.33	416,926.00		416,926.00

	2023-24 Calculations			2024-25 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
D. APPROPRIATIONS LIMIT CALCULATIONS		**2023-24 Actual**			**2024-25 Budget**	
PRELIMINARY APPROPRIATIONS LIMIT						
1. Revised Prior Year Program Limit (Lines A1 plus A6)			58,402,130.06			62,117,496.03
2. Inflation Adjustment			1.0444			1.0362
3. Program Population Adjustment (Lines B3 divided by [A2 plus A7]) (Round to four decimal places)			1.0184			0.9438
4. PRELIMINARY APPROPRIATIONS LIMIT (Lines D1 times D2 times D3)			62,117,496.03			60,748,771.79
APPROPRIATIONS SUBJECT TO THE LIMIT						
5. Local Revenues Excluding Interest (Line C18)			39,118,594.49			39,267,826.00
6. Preliminary State Aid Calculation						
a. Minimum State Aid in Local Limit (Greater of $120 times Line B3 or $2,400; but not greater than Line C26 or less than zero)			851,601.60			803,779.20
b. Maximum State Aid in Local Limit (Lesser of Line C26 or Lines D4 minus D5 plus C23; but not less than zero)			30,313,365.03			29,640,526.90
c. Preliminary State Aid in Local Limit (Greater of Lines D6a or D6b)			30,313,365.03			29,640,526.90
7. Local Revenues in Proceeds of Taxes						
a. Interest Counting in Local Limit (Line C28 divided by [Lines C27 minus C28] times [Lines D5 plus D6c])			1,520,800.88			194,554.21
b. Total Local Proceeds of Taxes (Lines D5 plus D7a)			40,639,395.37			39,462,380.21
8. State Aid in Proceeds of Taxes (Greater of Line D6a, or Lines D4 minus D7b plus C23; but not greater than Line C26 or less than zero)			28,792,564.15			29,445,972.69
9. Total Appropriations Subject to the Limit						
a. Local Revenues (Line D7b)			40,639,395.37			
b. State Subventions (Line D8)			28,792,564.15			
c. Less: Excluded Appropriations (Line C23)			7,314,463.49			
d. TOTAL APPROPRIATIONS SUBJECT TO THE LIMIT (Lines D9a plus D9b minus D9c)			62,117,496.03			
10. Adjustments to the Limit Per Government Code Section 7902.1 (Line D9d minus D4)			0.00			
SUMMARY		**2023-24 Actual**			**2024-25 Budget**	
11. Adjusted Appropriations Limit (Lines D4 plus D10)			62,117,496.03			60,748,771.79
12. Appropriations Subject to the Limit (Line D9d)			62,117,496.03			

	2023-24 Calculations			2024-25 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
"* Please provide below an explanation for each entry in the adjustments column."						

Teresa DeCelles	teresa.decelles@arusd.org	(408) 928-6839
Gann Contact Person	Contact Email Address	Contact Phone Number

10.01

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

Board of Trustees: Date: September 4, 2024

To the Superintendent of Schools

Subject: **Update on Workforce Housing Project - Entitlement Phase and discussion/ action on the Design-Build RFQ/P process and requirements.**

Staff Analysis: Provide the Board of Trustees with an update on the status of the Workforce Housing Project and to obtain direction from the Board of Trustees for Design-Build RFQ/P process and requirements.

Recommendation: Staff recommends the Board approve the release of RFQ/P for Design/Build services for the development of a 78-unit housing development and to include a stipend of $15,000 for selected proposers (up to three) for Phase II design and presentation as recommended by legal counsel.

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

Approved by: Teresa DeCelles TD Title: Assistant Superintendent, Business Services

To the Board of Trustees: Meeting: September 12, 2024
Regular Board Meeting

Recommended Approval

10.01
Agenda Placement

Emmanuel Barbara, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

10.02

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

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

Subject: **Addendum No.1 for the contract extension with Project Support Services Inc. This extension would be for an additional one year from July 1, 2024 through June 30, 2025.**

Staff Analysis: The term of this Agreement shall be extended for an additional one year for Non-Certified Project Services. All indemnification provisions contained in the original Agreement shall survive beyond the expiration of the Agreement.

Recommendation: Staff recommends the Board of Trustees approve the addendum to extend the original contract for an additional one-year with no additional cost to PSS Inc.

Prepared by: Marc Freitas Title: Director of Bonds Department

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

To the Board of Trustees: Meeting: September 12, 2024

Regular Board Meeting

Recommended Approval

10.02

Agenda Placement

Emmanuel Barbara, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

ADDENDUM NO.1 FOR Project Support Services Inc. Agreement (P.O. MY225046)

AGREEMENT

This Agreement is entered into by and between the Alum Rock Union Elementary School District, hereinafter referred to as "District", and

Project Support Services Inc.

hereinafter referred to as "Vendor".

In consideration of the promises and mutual covenants contained herein, it is agreed between the parties as follows:

I
TERM

The term of this Agreement shall be extended for an additional one year from July 1, 2024 through June 30, 2025. All indemnification provisions contained in the original Agreement shall survive beyond the expiration of the Agreement.

II
WORK

The vendor shall provide the items as prescribed and required by the General Condition, Instructions to Bidders, Specifications, Notice to Bidders, Bid Proposal Form, Vendor Requirement, and all documents forming a part of the bid package and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein.

III
TERMINATION

This Agreement may be terminated by the District upon thirty (30) days' written notice to the Vendor. The District's right to terminate under this paragraph shall be in addition to any other rights reserved to the District under this contract.

IV
COMPENSATION

Vendor shall be compensated for the performance of its obligations not to exceed ($350,680.00) under this Agreement as specified in the executed Vendor Documents, incorporated herein by reference.

V
METHOD OF PAYMENT

Vendor will be paid upon receipt and acceptance of materials and supplies specified in the original bid documents. For prompt payment, billing must be accurate in all details, **and the invoice must be submitted monthly to Accounts Payable, Alum Rock Union Elementary School District, 2930 Gay Ave. San Jose, CA. 95127.**

VI
CONTRACT DOCUMENTS

This Agreement shall include the terms and conditions specified in the Notice to Bidders, Bid Proposal Form, Instructions to Bidders, General Conditions, Vendor Requirements, and all documents forming a part of the bid package, and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein.

VII
EXECUTION OF CONTRACT

Issuance of purchase order shall evidence the contractual agreement between the bidder/s and the District for subsequent years.

VIII
ENTIRE AGREEMENT

This Agreement and the originally signed contract terms constitute the entire agreement between the parties. There are no understandings, agreements or representations not specified in this Agreement. Vendor, by execution of the Agreement, acknowledges Vendor has read the Agreement, understands it, and agrees to be bound by its terms and conditions.

In Witness Whereof, the parties have caused this Agreement to be executed on their behalf by their fully authorized representatives.

VENDOR	Alum Rock Union Elementary School District
Signature Natassia Melendrez	Signature _____
Name Natassia Melendrez	Name _____
Title CEO	Title _____
Date 8/21/2024	Date _____

Company Name Project Support Services Inc.

10.03

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

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

Subject: **Addendum No.1 for the contract extension with Pacific Metro Electric Inc. This extension would be for an additional one year from November 30, 2023 to November 29th, 2024 for the Outdoor Classroom Project #6**

Staff Analysis: The term of this Agreement shall be extended for an additional one year for the Outdoor Classroom Project Completion. All indemnification provisions contained in the original Agreement shall survive until the expiration of the Agreement.

Recommendation: Staff recommends the Board of Trustees approve the addendum to extend the original contract for an additional one-year with no additional cost to Pacific Metro Electric Inc.

Prepared by: Marc Freitas Title: Director of Bonds Department

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

To the Board of Trustees: Meeting: September 12, 2024

Regular Board Meeting

Recommended Approval

10.03

Agenda Placement

Emmanuel Barbara, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

ADDENDUM NO.1 FOR Pacific Metro Electric Inc. Bid #2223-Bonds46 (P.O. # BD248020)

AGREEMENT

This Agreement is entered into by and between the Alum Rock Union Elementary School District, hereinafter referred to as "District", and

Pacific Metro Electric Inc.

hereinafter referred to as "Vendor".

In consideration of the promises and mutual covenants contained herein, it is agreed between the parties as follows:

I
TERM

The term of this Agreement shall be extended for an additional one year from November 30, 2023 through November 30, 2024. All indemnification provisions contained in the original Agreement shall survive beyond the expiration of the Agreement.

II
WORK

The vendor shall provide the items as prescribed and required by the General Condition, Instructions to Bidders, Specifications, Notice to Bidders, Bid Proposal Form, Vendor Requirement and all documents forming a part of the bid package and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein.

III
TERMINATION

This Agreement may be terminated by the District upon thirty (30) days' written notice to the Vendor. The District's right to terminate under this paragraph shall be in addition to any other rights reserved to the District under this contract.

IV
COMPENSATION

Vendor shall be compensated for the performance of its obligation of ($546,567.00) under this Agreement as specified in the executed Vendor Documents, incorporated herein by reference.

V
METHOD OF PAYMENT

Vendor will be paid upon receipt and acceptance of materials and supplies specified in the original bid documents. For prompt payment, billing must be accurate in all details, **and the invoice must be submitted monthly to Accounts Payable, Alum Rock Union Elementary School District, 2930 Gay Ave. San Jose, CA. 95127.**

VI
CONTRACT DOCUMENTS

This Agreement shall include the terms and conditions specified in the Notice to Bidders, Bid Proposal Form, Instructions to Bidders, General Conditions, Vendor Requirements, and all documents forming a part of the bid package, and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein.

VII
EXECUTION OF CONTRACT

Issuance of purchase order shall evidence the contractual agreement between the bidder/s and the District for subsequent years.

VIII
ENTIRE AGREEMENT

This Agreement and the originally signed contract terms constitute the entire agreement between the parties. There are no understandings, agreements or representations not specified in this Agreement. Vendor, by execution of the Agreement, acknowledges Vendor has read the Agreement, understands it, and agrees to be bound by its terms and conditions.

In Witness Whereof, the parties have caused this Agreement to be executed on their behalf by their fully authorized representatives.

VENDOR	Alum Rock Union Elementary School District
Signature Jordan Rigsbee	Signature _____
Name **Jordan Rigsbee**	Name _____
Title **General Manager**	Title _____
Date 08/22/2024	Date _____

Company Name Pacific Metro Electric Inc.

Purchase Order **No.** BD 248020

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

** Continued **

VENDOR: 301157
Phone: - 0
Fax: -
Email:

TO: INC PACIFIC METRO ELECTRIC
3150 EAST FREMONT STREET
STOCKTON CA 95205

SHIP TO: DISTRICT WAREHOUSE
2930 GAY AVE.
SAN JOSE, CA 95127

PO DATE	SUBMITTED BY		SITE NAME		REQ. NO.
09/08/2023	ALEJANDRA BASULTO		FACILITIES		241093
TERMS	JULY.23 BONDS	FOB	MARC FREITAS	DELIVERY DATE	

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	STORES #
			PLEASE ENTER OUR ORDER FOR THE FOLLOWING			
04	1		POCO 6/21/24: ADD LINE ITEM #4 FOR CREDIT IN THE AMOUNT OF $30,000.00 FOR THE DISTRICT TO ACCEPT THE CSI OUTDOOR LEARNING CENTER AS CONSTRUCTED.	-30,000.00	-30,000.00	000000

Sub Total	563,888.82
Tax	0.00
Shipping & Handling	0.00
PO Total	563,888.82

Fnd Resc Y Objt SO Goal Func CstCtr Ste Prgm	Amount
210-9600-0-6170-00-9000-8500-210042-320-9600	563,888.82

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

10.04

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

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

Subject: **Addendum No.2 for the extension of RFQ/P No.2122-BUS 03 with ARC Alternatives. This extension would be for an additional one year from July 1, 2024 through June 30, 2025.**

Staff Analysis: The term of this Agreement shall be extended for an additional one-year for Energy Consultant Services. All indemnification provisions contained in the original Agreement shall survive beyond the expiration of the Agreement.

Recommendation: Staff recommends the Board of Trustees approve the addendum to extend the original contract for an additional one-year with no additional cost to ARC Alternatives.

Prepared by: Marc Freitas Title: Director of Bonds Department

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

To the Board of Trustees: Meeting: September 12, 2024

Regular Board Meeting

Recommended Approval

10.04

Agenda Placement

Emmanuel Barbara, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

ADDENDUM NO.2 FOR ENERGY CONSULTANT SERVICES Bid #238025
(RFQ/P No. 2122-Bus03)

AGREEMENT

This Agreement is entered into by and between the Alum Rock Union Elementary School District, hereinafter referred to as "District", and

ARC ALTERNATIVES

hereinafter referred to as "Vendor".

In consideration of the promises and mutual covenants contained herein, it is agreed between the parties as follows:

I
TERM

The term of this Agreement shall be extended for an additional one year from July 1, 2024 through June 30, 2025. All indemnification provisions contained in the original Agreement shall survive beyond the expiration of the Agreement.

II
WORK

The vendor shall provide the items as prescribed and required by the General Condition, Instructions to Bidders, Specifications, Notice to Bidders, Bid Proposal Form, Vendor Requirement and all documents forming a part of the bid package and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein.

III
TERMINATION

This Agreement may be terminated by the District upon thirty (30) days' written notice to the Vendor. The District's right to terminate under this paragraph shall be in addition to any other rights reserved to the District under this contract.

IV
COMPENSATION

Vendor shall be compensated for the performance of its obligations not to exceed ($214,200.00) under this Agreement as specified in the executed Vendor Documents, incorporated herein by reference.

V
METHOD OF PAYMENT

Vendor will be paid upon receipt and acceptance of materials and supplies specified in the original bid documents. For prompt payment, billing must be accurate in all details, **and the invoice must be submitted monthly to Accounts Payable, Alum Rock Union Elementary School District, 2930 Gay Ave. San Jose, CA. 95127.**

VI
CONTRACT DOCUMENTS

This Agreement shall include the terms and conditions specified in the Notice to Bidders, Bid Proposal Form, Instructions to Bidders, General Conditions, Vendor Requirements, and all documents forming a part of the bid package, and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein.

VII
EXECUTION OF CONTRACT

Issuance of purchase order shall evidence the contractual agreement between the bidder/s and the District for subsequent years.

VIII
ENTIRE AGREEMENT

This Agreement and the originally signed contract terms constitute the entire agreement between the parties. There are no understandings, agreements or representations not specified in this Agreement. Vendor, by execution of the Agreement, acknowledges Vendor has read the Agreement, understands it, and agrees to be bound by its terms and conditions.

In Witness Whereof, the parties have caused this Agreement to be executed on their behalf by their fully authorized representatives.

VENDOR	Alum Rock Union Elementary School District
Signature 	Signature _____
Name Russell Driver	Name _____
Title Principal	Title _____
Date August 21, 2024	Date _____

Company Name ARC ALTERNATIVES

11.01

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

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

Subject: **School-sponsored Field Trip List**

Staff Analysis: Student field trips are an important component of the educational program. Field trips supplement and enrich classroom-learning experiences and provide opportunities for students to relate their new learning to the outside world.

Recommendation: **Staff recommends approval of out-of-county and overnight school sponsored field trips.**

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

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

To the Board of Trustees:

Recommended Approval

11.01
Agenda Placement

Meeting: **September 12, 2024**
Regular Board Meeting

Emmanuel Barbara, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

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Alum Rock Union Elementary Sc

Field Trip Information Sheet

Overnight Field Trips are in BOLD **Field Trips for Board Approval: September 12, 2024**

School	Field Trip Event	City, and County	Date	Grade	# of classes	Budget (coding)	Purpose: (academic standard the trip supports)
Sheppard	O'Neil Sea Odyssey	Santa Cruz	10/08/2024	6th	1	060-3010-0-5835 -00-1110-1000-00 0000-170-1190	To engage students on life sciences/biology so that they may be difference makers for the future of our environment
Sheppard	O'Neil Sea Odyssey	Santa Cruz	10/09/2024	6th	1	060-3010-0-5835 -00-1110-1000-00 0000-170-1190	To engage students on life sciences/biology so that they may be difference makers for the future of our environment
Russo/McEntee	**Santa Cruz Outdoor Science School**	**Corralitos, CA**	**12/3-6/24**	**5th**	**2**	**060-9010-0-5808 -00-1100-1000-00 0000-320-2320**	**5th grade science camp**
Ren@Fischer	Exploratorium Pier 17	San Francisco	12/4/2024	7th	2	060-3010-0-5835 -00-1110-1000-00 0000-290-1190	STEAM exploration

11.02

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

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

Subject: **California Department of Education Expenditure Quarter 4 Report, from Aptitud Community Academy at Goss Early Literacy Support Block Grant (ELSB), and Literacy Action Plan in year-three of implementation.**

Staff Analysis: CDE has awarded Aptitud Community Academy at Goss a grant in the amount of $613,140. The purpose of the grant and supporting Board approved action plan is to strengthen, develop, and implement evidence-based literacy instruction and support in transitional kindergarten through grade three (TK-3rd) over a period of three-and-half years implementation. In compliance with Early Literacy Support Block Grant (ELSB), the Expenditure Quarterly Report provided for reporting period Quarter 4 FY 2023, demonstrate expenditures are consistent with Aptitud Community Academy at Goss Literacy Action plan.

Recommendation: **Information only**

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

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

To the Board of Trustees: Meeting: September 12, 2024
Regular Board Meeting

Information only
11.02
Agenda Placement

Emmanuel Barbara, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Early Literacy Support Block Grant

2023–24 Year-to-Date Expenditure Signature Form

Educator Excellence and Equity Division
California Department of Education

Local Educational Agency: Alum Rock Union School District

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

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

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

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

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

Budget Revision Request:

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

☒ Yes ☐ No

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

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

Grant Project Coordinator Name: Dr. Dianna Ballesteros

Grant Project Coordinator Signature: Dianna J. Ballesteros Digitally signed by Dianna J. Ballesteros Date: 2024.07.31 16:21:27 -07'00'

Date Signed (if not included in electronic signature):

Fiscal Agent Name: Maria Bonilla

Fiscal Agent Signature: Maria Bonilla Digitally signed by Maria Bonilla Date: 2024.07.30 17:49:36 -07'00'

Date Signed (if not included in electronic signature):

Local Educational Agency (LEA) Information

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

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

Year-to-Date (YTD) Form

Fiscal Year 2023-24

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

Object Code	Object Code Description	Approved Implementation Year 3 Budget	Quarter 1 Expenditures	Quarter 2 Expenditures	Quarter 3 Expenditures	Quarter 4 Expenditures	Cumulative Expenditures	Unspent Balance
1000	Certificated Salaries	$198,630.00	$17,004.36	$28,999.26	$27,555.00	$32,579.60	$106,138.22	$92,491.78
2000	Classified Salaries	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
3000	Employee Benefits	$71,687.69	$5,135.28	$10,403.23	$10,061.10	$10,720.50	$36,320.11	$35,367.58
4000	Books and Supplies	$64,879.10	$0.00	$3,603.90	$17,293.22	$128,934.69	$149,831.81	-$84,952.71
5000	Services and Other Operating Expenditures (excluding Subagreements for Services 5100)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
5100	Subagreements for Services (not subject to indirect costs)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
5200	Participant Travel/ Project Staff Travel	$10,000.00	$0.00	$0.00	$0.00	$2,550.00	$2,550.00	$7,450.00
5800	Professional/Consulting Services & Operating Expenses	$48,976.71	$0.00	$0.00	$0.00	$38,669.62	$38,669.62	$10,307.09
6000	Capital Outlay (not subject to indirect costs)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
7000	Indirect Costs	$25,305.94	$1,421.36	$2,761.01	$3,524.86	$13,703.77	$21,411.01	$3,894.93
Totals	Totals calculate automatically	$419,479.44	$23,561.00	$45,767.40	$58,434.18	$227,158.18	$354,920.77	$64,558.67

Quarter 4 Budget Narrative Form

Implementation Year 3 Quarter 4 (April 1 - June 30)

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

Object Code	Object Code Description	Description	School Site or LEA Name	Expenditures
1000	Certificated Salaries	**Salary for Literacy Coach - Literacy Team, Melissa Gonzalez $ 27,555** Melissa Gonzalez was paid to provide literacy intervention to students in grades TK-3rd and to fulfill all duties related to her role of literacy coach. **Subsititute time paid on 5/10/24, 6/10/24 & 6/28/24 $ 4,553** Mulitple substitutes were retained to release classroom teachers in order to attend profesisonal development training in SIPPS, our foundational literacy skills curriculum. **Extended Duty for Melissa Gonzalez paid on 5/10/24 $ 471.60** Melissa Gonzalez was paid extended duty to attend literacy grant meetings held by the state every month in order to work on the LCRSET grant materials both in the meetings and to complete work outside of the meetings.	Aplitud	$ 32,579.60
2000	Classified Salaries			$0.00
3000	Employee Benefits	Related Benefits to Literacy Coach salary and additional time.		$ 10,720.50
4000	Books and Supplies	**CENTER FOR THE COLLABORATIVE $34,931.15 + $ 7,326.44** SIPPS 4th edition Beginning Level Package These materials were used to ensure that all grade levels had complete sets of SIPPS materials in grades Tk-8th grade. Before this we only had materials for 1st-3rd and some of the teachers did not have complete sets. The teacher editions of all levels (beginning, extension, challenge and plus) ensure that all teachers could teach the necessary levels to differentiate phonics instruciton to their students. Along with teacher editions we purchased a large array of reproducible materials such as the trace and write books, decodable texts, sight word cards, sound cards, wall cards and story posters so that teachers could easily refill their classroom supply of materials in order to provide targeted phonics instruction to all learners. **SCHOLASTIC INC. $ 71,085.22** Guided Reading Sets These materials are used to provide robust sets of texts to supplement small group reading in grades 1st-3rd and intervention support. They are also used to improve classroom libraries through the addition of high interest and authentic texts. These materials tied into another one of our school goals of improving reading comprehension and student motivation in reading. Teachers received multiple sets of texts to support differentiation in reading comprehension as well as high interest titles for their libraries. **SCHOOL SPECIALTY LLC $ 2,598.65** Book Cases/Storage These materials included book case and storage to house SIPPS materials (to support our foundational literacy goal) and all the the Scholastic materials (to support our reading comprehension goal). This included a variety of book cases/ shelves that would allow teachers to easily organize and store their materials for ease of use in the classroom.		$ 128,934.69
5000	Services and Other Operating Expenditures (excluding Subagreements for Services 5100)			$0.00
5100	Subagreements for Services (not subject to indirect costs)			$0.00
5200	Participant Travel/ Project Staff Travel	**LITERACY RESOURCES LLC $ 2,550** Phonemic Awareness Professional Development This professional development included three separate webinar trainings to support teachers in how to deliver phonemic awareness instruction for their grade level. Three separate trainings were held: Tk/ k, 1st-3rd and intervention. Teachers attended the training that pertained to their level in order to learn how to use Heggerty materials that they received in previous years to support implementation. This aligned with our goal of improving foundationa literacy teaching skills.		$2,550.00
5800	Professional/Consulting Services & Operating Expenses	**CONSORTIUM ON REACHING $ 24,013.35** CORE LEARNING WILL PROVIDE IN-PERSON AND VIRTUAL PROFESSIONAL LEARNING THAT WILL EQUIP EDUCATORS WITH THE TOOLS THEY NEED TO ADVANCE RIGOROUS LITERACY INSTRUCTION BY PROVIDING HIGH-QUALITY MATERIALS, AND EFFECTIVE ASSESSMENTS AT APTITUD ELEMENTARY. This professional development contract included year long training and support from a curriculum coach to support in the execution of planning sessions with the literacy coach and aministrators to create and implement a plan to train teachers in delivering SIPPS instruction (foundational literacy skills). Through monthly meetings with the coach, whole staff trainings, and grade/ curriculum level specific trainings (for which we retained and paid many substitute teachers), we were able to reach our goal of extending foundational literacy training from TK-3rd to schoolwide TK-8th. **CENTER FOR THE COLLABORATIVE $ 14,656.27** 7-year access to all digital resources on the Learning Portal. This expenditure provides teachers with online access to all digital SIPPS resources for an extended period of time. The digital resources include decodable texts, lesson plans and allows for student tracking of groups in a streamlined way. It provides a different format that allows teachers the opportunity to acces and track their student data.		$38,669.62
6000	Capital Outlay (not subject to indirect costs)			$0.00
7000	Indirect Costs	6.42%		$13,703.77
Totals	Totals calculate automatically			$227,158.18

Early Literacy Support Block Grant Annual Report

Implementation Year 3: 2023-24

Local Educational Agency Name: **Alum Rock Union SD**

Program Lead: Dianna Ballesteros Email/Phone: dianna.ballesteros@arusd.org

Fiscal Lead: Maria Bonilla Email/Phone: maria.bonilla@arusd.org

Eligible Participating School(s):

1. Aptitud Community Academy at Goss	6. Select to enter text.
2. Select to enter text.	7. Select to enter text.
3. Select to enter text.	8. Select to enter text.
4. Select to enter text.	9. Select to enter text.
5. Select to enter text.	10. Select to enter text.

Supporting Agency or Agencies (i.e., Early Literacy Support Block Grant Expert Lead in Literacy, local county office of education, etc.): Mary Katayama, Coordinator, English Language Arts, English Language Development, and Literacy, Santa Clara County Office of Education.

Background: Based on the root cause analysis and needs assessment conducted during the Planning Year (2020–21), Early Literacy Support Block (ELSB) Grant participating local educational agencies (LEAs) developed three-year literacy action plans that include goals and actions to improve literacy instruction at each eligible school. The literacy action plans identify metrics to measure progress toward the goals and planned expenditures, which fund inclusive supplemental activities targeted for kindergarten and grades one to three.

Directions: For Implementation Year 3 (2023-24), the LEA Program Lead shall complete the template below and submit this form to ELSBGrant@cde.ca.gov by **July 31, 2024**.

Early Literacy Support Block Grant Annual Report

Implementation Year 3: 2023-24

Section I: Annual ELSB Report Requirements

Requirement: By checking the boxes below, I am certifying the LEA and schools have submitted this annual report on achievement towards the actions and goals described and an assessment of progress made on the metrics identified in the literacy action plan to:

☒ The school site council at each eligible school

List the **school names** and **dates** of the school site council meetings where the annual ELSB report was provided:

Aptitud Community Academy at Goss provided the ELSB annual reports during the school site council.

The dates are provided below:

- April 25th, 2023, for the prior year
- December 19th, 2023 & April 23rd, 2024l

☒ The governing board or body of the LEA

Provide the date of the governing board meeting: Quarterly 3 Year 3 Report was presented to the Board of Trustees for approval on June 13, 2024.

☒ Publicly posted on the LEA's website, which may be found at the following URL: https://www.arusd.org/district/departments/business-services/budget-information

Provide URL here: https://www.arusd.org/district/departments/business-services/budget-information

Section II: How ELSB Funds Were Spent in Year Three

Directions: Please use the checkboxes to note which of the following categories the LEA expended ELSB grant funds on and list which school sites used funds for those purposes:

☒ **Category 1.** Access to high-quality literacy teaching, including which of the following:

☒ Hiring of literacy coaches or instructional aides to provide support to struggling pupils, including, among others, bilingual reading specialists to support English learner programs.

Please enter relevant school sites: Aptitud Community Academy at Goss

☐ Development of strategies to provide culturally responsive curriculum and instruction.

Please enter relevant school sites: Select to enter text.

☒ Evidence-based professional development for teachers, instructional aides, and school leaders regarding literacy instruction and literacy achievement and the use of data to help identify and support struggling pupils.

Please enter relevant school sites: Aptitud Community Academy at Goss

☐ Professional development for teachers and school leaders regarding implementing the curriculum framework for English language arts adopted by the State Board of Education (SBE) under Section 60207 of the Education Code and using data to support effective instruction.

Please enter relevant school sites: Aptitud Community Academy at Goss

Comments (optional): Select to enter text.

☒ **Category 2:** Support for literacy learning, including which of the following:

☒ The purchase of literacy curriculum resources and instructional materials should be aligned with the English language arts content standards and the curriculum framework for English language arts adopted by the SBE, but only if the literacy action plan also includes professional development for staff on effectively using these materials.

Please enter relevant school sites: Aptitud Community Academy at Goss

☐ Purchase diagnostic assessment instruments to help assess pupil needs and progress and training for school staff regarding using those instruments.

Please enter relevant school sites: Aptitud Community Academy at Goss

Comments (optional): Select to enter text.

☐ **Category 3.** Pupil supports, including which of the following:

x Expanded learning programs, such as before- and after-school programs or summer school, to improve pupils' access to literacy instruction.

Please enter relevant school sites: Aptitud Community Academy at GossSelect to enter text.

x Extended school day to enable implementation of breakfast in the classroom or library models to support expanded literacy instruction.

Please enter relevant school sites: Aptitud Community Academy at Goss

x Strategies to improve school climate, pupil connectedness, and attendance and to reduce exclusionary discipline practices, including in-school suspensions, that may limit a pupil's time in school.

Please enter relevant school sites: Aptitud Community Academy at Goss

X Strategies to implement research-based social-emotional learning approaches, including restorative justice.

Please enter the relevant school sites: Aptitud Community Academy at Goss

X Expanded access to the school library.

Please enter relevant school sites: Select to enter text.

Comments (optional): Aptitud Community Academy at Goss

☐ **Category 4**. Family and community support, including which of the following:

☐ Development of trauma-informed practices and support for pupils and families.

Please enter relevant school sites: Aptitud Community Academy at Goss

X Provision of mental health resources to support pupil learning. Aptitud has an onsite Wellness Center.

Please enter the relevant school sites: Aptitud Community Academy at Goss.

X Strategies to implement multitiered systems of support and the response to intervention approach. Alum Rock LEA has included in our LCAP goals: Create & implement a Multi-Tiered System of Support across the district that ensures the well-being of staff, students, & their families. This asset-based approach will allow all members of the ARUSD community to have appropriate access to tiered academic, behavioral, & social-emotional support.

Please enter relevant school sites: Aptitud Community Academy at Goss

X Development of literacy training and education for parents to help develop a supportive literacy environment in the home. Aptitud continues to support families by providing school-home-connection materials that align with the literacy environment to be used in the home.

Please enter relevant school sites: Select to enter text.

☐ Strategies to improve parent and community engagement and communication with parents regarding addressing pupils' literacy needs.

Please enter relevant school sites: Select to enter text.

Comments (optional): Select to enter text.

Early Literacy Support Block Grant Annual Report

Implementation Year 3: 2023-24

Section III: LEA Support for Eligible Participating School Sites

Directions: LEAs not eligible for participating school sites should complete this section.

1. What supports did the LEA provide to eligible participating school sites in Year 3 of implementation?

   Select to enter text. Alum Rock-LEA supported the high-quality language and literacy in Aptitud programs by taking active roles in working together to improve our schools and students in the development of language and literacy comprehension and usage. The LEA supported choices and resource allocations that build staff capacity and engagement practices to collaborate and continuously improve.

   How have the supports impacted the goals noted in the school sites' Literacy Action Plan(s)? Collaborative planning, implementation, and oversight continue to be guided by a representative leadership team that includes students, families, teachers, other school staff, our Principal, community partners, and our work with our County Office of Education. Select to enter text.

2. In what ways will the LEA continue to support and sustain the work begun through the ELSB grant program? Our LEA continues to support the ELSB work on continuous improvement by working with our County Office of Education in Santa Clara County's Coordinator, English Language Arts, English Language Development, and Literacy School Climate, Leadership & Instructional Services Department Professional Learning & Support Division California Collaborative for Learning Acceleration Santa Clara County Office of Education.

   Select to enter text.

3. What has the LEA learned from the ELSB grant work that can be applied to current and future support of all school sites?

   A foundational literacy skills curriculum in the early grades is critical to reading success. Explicit instruction in phonemic awareness, phonics, and sight words is essential, and it needs to be taught consistently and with coherence across grade levels. Rather than having many different curriculums, maintaining coherence through the same high-quality curriculum over time will lead to gains. Additionally, instruction continues beyond foundational skills. Reading comprehension, fluency, and language development are significant areas that we need to analyze and support our teachers and students with.

Early Literacy Support Block Grant Annual Report

Implementation Year 3: 2023-24

Section IV: Statement of Goals, Implementation Year Three Progress, and Course Corrections

Directions: Please respond to the six questions for each eligible participating school. Please copy and paste the questions for LEAs with more than three school sites.

Eligible Participating School #1: Select to enter text.

1. What are the "big picture" goals in the Literacy Action Plan? These can be located in Section 2: Literacy Action Plan Components.

   1. Provide explicit, systematic phonemic awareness and phonological awareness instruction. 2. Improve student fluency and accuracy through systematic phonics instruction. 3. Provide structured comprehension instruction and explicit academic vocabulary.

2. What actions have the LEA and school site taken to progress toward those goals in Year 3 of the grant?

   We purchased Heggerty Phonemic awareness training to support the implementation of the materials purchased in year 2. We continued to improve our walk-to-read model to help students receive targeted systematic phonics instruction by hiring a SIPPS curriculum trainer to support a year-long teacher training plan and purchasing more SIPPS materials so teachers can access what they need—purchased small group reading materials and library materials to support the reading comprehension and vocabulary goal.

3. What metrics are the LEA and school site using to measure progress on growth (student data) and actions (implementation)?

   Benchmark level screener

   DIBELS

   Include Year 3 quantitative results for kindergarten through grade three. In the table below, record the local literacy assessment used and the percentage of students scoring in each grade level's proficient (at or above standard) range.

   Use Benchmark & Aptitud DIBELS tracker 23-24

Grade Level	Local Literacy Assessment	Current % of Students At or Above Standard	Local Literacy Assessment	Current % of Students At or Above Standard
Kindergarten	Benchmark BOY	n/a	Benchmark EOY	32%
First Grade	DIBELS BOY 23-24	21%	DIBELS EOY 23-24	53%
Second Grade	DIBELS BOY 23-24	32%	DIBELS EOY 23-24	46%
Third Grade	DIBELS BOY 23-24	41%	DIBELS EOY 23-24	43%

Early Literacy Support Block Grant Annual Report

Implementation Year 3: 2023-24

4. Please provide an analysis of the metrics, specifically if the metrics are demonstrating progress towards goals. Compare baseline student data to current student data.

   We focused our assessment data collection on 1st-3rd grade because these grades had reached full implementation of our systematic foundational literacy skills curriculum, SIPPS. At the beginning of the year, 21% of students in 1st grade scored in the "minimal risk" and "negligible risk" categories, which aligned with students being "at or above" grade level. At the end of the year, 53% of these 1st graders scored minimal and negligible risk, increasing 32% at or above grade level. In 2nd grade, the grade level began with 32% of students in the minimal and negligible risk category and ended the year at 46%, increasing by 14% in students at or above. In 3rd grade, students began with 41% in the minimal and negligible risk category and ended the year at 43%. 3rd grade increased by 2%. Kindergarten administration of assessments was inconsistent due to rotating substitutes and extenuating factors from a teacher's leave of absence.

5. What has been the most notable change due to the site's ELSB grant work?

   We are implementing systematic phonics instruction through SIPPS, teacher training, and increased achievement scores over time. We have fully implemented SIPPS through this grant in the 1st to 3rd grade. We have also formally trained and re-trained teachers in TK-3rd grade in the SIPPS curriculum. The most notable change is that we see significant increases in foundational literacy skills from students taught the curriculum across multiple years.

6. In what ways will the site continue to support and sustain the work begun through the ELSB grant program?

   We will refine our systems to support schedule changes and promote sustainability even during personnel changes. We will also expand our program schoolwide to serve more learners. We will also be digging into older students and how to provide instruction that leads to more significant gains. The data shows that the 3rd grade made less progress; we will dig into the reasons for that and plan accordingly.

12.01

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: **September 12, 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 CT Title: Asst. Superintendent, Human Resources

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

To the Board of Trustees:

Recommend Approval

12.01
Agenda Placement

Meeting: September 12, 2024
Regular Board Meeting

Emmanuel Barbara, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by:_____ Seconded by:_____

Approved: _____ Not Approved: _____ Tabled:_____

HUMAN RESOURCES DEPARTMENT
MEETING OF THE BOARD OF TRUSTEES

September 12, 2024

CLASSIFIED RESIGNATIONS:

I. Resignations:

1.	Aldana Alfaro, Eva	Autism Intervention Assistant/Special Education Services	07/29/2024
2.	Chheng, Kolvira	Assistant Superintendent/Business Office	09/01/2024
3.	Lee, Latoya M	Manager/Transportation	08/01/2024
4.	Montoya, Yvette	Health Assistant/Meyer	08/05/2024
5.	Nguyen, My N	Paraeducator Special Education I/Linda Vista	09/09/2024
6.	Telles, Yvonne P	Paraeducator 9.5mo/Linda Vista	08/02/2024
7.	Walker, Brialle	Paraeducator Special Education I/Renaissance I	06/07/2024

13.01

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

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

Subject: **Achieve Kids**

Staff Analysis: AchieveKids is a certified, highly specialized nonpublic school that provides individualized instruction & behavior support services to autistic or severe behaviorally disordered students. We have (1) student attending AchieveKids at this time. Due to the severity of their disability, a nonpublic school placement is required. This includes Extended School Year.

Recommendation: Staff recommends the Board of Trustees approve the contract with AchieveKids for the 24-25 school year in the amount of $118,175.50.

Submitted by: Anthony Colonna Title: Director Special Education

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

To the Board of Trustees: Meeting: **September 12, 2024** Regular Board Meeting

Recommend Approval

13.01
Agenda Placement

Emmanuel Barbara, 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) ☑ **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: AchieveKids

Address: 3860 Middlefield Rd. City: Palo Alto State: CA Zip: 94303

Phone: (650) 494-1200 Email: _____

SSN: _____ Fed I.D. #: 77-0412221

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.)

AchieveKids is a certified, 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 NPS placement is required. This includes Extended School Year.

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:** $401.00 per day Not to Exceed 218 days of services.

X b. **Other:** $30.757.50 + 87,418 = 118,175.50

Describe other related costs: Counseling, OT, Speech, Breakfast

BUDGET CODE: 080-6500-0-5100-00-5750 5815 1820
080-6500-0-5100-00-5750-1120-000000-380-1750 $25,000
Accountant Initials

1120-000000-380-1820 $93175.50
8/30/24
Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: 8/29/24
Director of Fiscal Services: _____ Date: 8/29/24
Asst. Supt., of Business Services: _____ Date: 8/29/24
Superintendent: _____ Date: _____

SANTA CLARA COUNTY SELPAs

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN

(Education Code Sections 56365 et seq.)

This agreement is effective on July 1st, 2024 or the date the student begins attending a Non-public school and / or receiving services from Non-public agency. The agreement terminates at 5:00 pm 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 School District

ADDRESS OF LOCAL EDUCATION AGENCY ("LEA"): 2930 Gay Avenue, San Jose CA 95127

NAME OF NONPUBLIC SCHOOL/ AGENCY ("NPS/NPA"): AchieveKids

ADDRESS OF NONPUBLIC SCHOOL/ AGENCY ("NPS/NPA"): 3860 Middlefield Road, Palo Alto, CA 94303

PUPIL NAME: _____ (Last) _____ (First) _____ (Middle) GENDER [X] M [ ] F

ADDRESS: _____ CITY: _____ STATE _____ ZIP: _____

PUPIL TELEPHONE NUMBER _____ DOB _____

PUPIL ID/SS NUMBER: _____ GRADE _____

RESIDENTIAL SETTING: [x] HOME [ ] JCS [ ] FOSTER/LCI NAME: _____

[ ] OTHER _____

PARENT/GUARDIAN: _____ PHONE: _____ (Residence) _____ (Business)

ADDRESS: same as above (If different from pupil) CITY: _____ STATE: _____ ZIP: _____

CONTRACT TERMS:

1 The Contractor will implement all elements of the Master Contract.

Master Contract approved by the governing board _____.

2 CONTRACTOR will provide written progress reports to the Office of Special Education before October 2024, January 2025, March 2025 June 2025

3 Other Provisions (provide attachments as necessary): _____

Meal mandate - $10.50 per day for breakfast and lunch.

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 1:2

Number of days 218 X Per Diem $401.00 = TOTAL BASIC EDUCATION COSTS (A) $ 87,418.00

(Include extended school year days as appropriate to the pupil's IEP.)

B. RELATED SERVICES:

	SERVICE PROVIDER Freq	Duration	Start Date	TOTAL MINUTES PER WEEK OR SESSION	COST PER SESSION HOURLY	DAILY	WEEKLY	INDIV	GROUP	MAX TOTAL COST FOR CONTRACT PERIOD
1 Aide Support										
2 Counseling										
a Individual	1 x wkly			30 min	$214.00					$4,815.00
b Group	1 x wkly			30 min	$107.00					$2,407.50
c Family										
3 OT										
a Individual	1 x wkly			30 min	$214.00					$4,815.00
b Group	1 x wkly			30 min	$107.00					$2,407.50
5 Speech /Language										
a Individual	1 x wkly			30 min	$214.00					$ 4,815.00
b Group	1 x wkly			30 min	$107.00					$ 2,407.50
c Consult										
6 Transportation										
Breakfast/Lunch										
9 Behavioral Service	wkly			60mins			$202.00			$9,090.00
10 Vocational Services										

MAXIMUM TOTAL RELATED SERVICES COST (B) $ 30,757.50

MAXIMUM TOTAL BASIC EDUCATION AND RELATED SERVICES COSTS (A+B) $ 118,175.50

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 1, 2024 and terminates at 5:00 p.m. on June 30, 2025 unless sooner terminated as provided herein.

LEA Date: _____

_____
Signature

_____
Type or Print Name

Alum Rock school district
Name of LEA

2930 Gary Avenue
Mailing Address

San Jose, CA 95127
City, State, Zip Code

CONTRACTOR DocuSigned by: Date: 7/17/2024

Sean Murphy
Signature

Sean Murphy, Director of Education
Type or Print Name

AchieveKids
Name of NPS/NPA

3860 Middlefield Road
Mailing Address

Palo Alto, CA 94303
City, State, Zip Code

CPM EDUCATIONAL PROGRAM / an educational 501(c)(3) nonprofit
Empowering mathematics students and teachers through exemplary curriculum, professional development, and leadership

QUOTE

QUOTE NUMBER **20240410-550692**
QUOTE DATE 4/10/2024
QUOTE EXPIRES 7/9/2024
CUSTOMER NUMBER 01-DALU01

PLEASE SUBMIT ORDERS TO
CPM Educational Program
9498 Little Rapids Way
Elk Grove, CA 95758
Phone: 209.745.2055 Fax: 209.251.7529

Email orders to: orders@cpm.org
Quote questions: quotes@cpm.org

QUOTE FOR
Alum Rock UESD
2930 Gay Ave
San Jose, CA 95127-2322

SHIP TO
ATTN: Jaime Figueroa
Alum Rock Union School District
2930 Gay Ave
San Jose, CA 95127

ISBN#	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED PRICE
9781603281201-1	Core Connections, Course 3 Teacher Edition 1 year eBook	9	75.00	675.00
9781603281195-1	Core Connections, Course 2 Teacher Edition 1 year eBook	2	75.00	150.00
9781603281188-1	Core Connections, Course 1 Teacher Edition 1 year eBook	10	75.00	750.00

Terms: Net 30 Days. Delivery within 30 days after receipt of purchase order.
CPM Educational Program, a California non-profit corporation, is the sole provider of these materials.

SUB-TOTAL	1,575.00
ESTIMATED SHIPPING	0.00
SALES TAX	147.68
TOTAL	1,722.68

13.02

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: **August 9, 2024**

Subject: **Think Together Preschool Program 2024-2025**

Staff Analysis: THINK Together in coordination with Alum Rock Union Elementary School District (ARUESD), will offer a comprehensive licensed preschool program at Adelante Dual Language Academy I, Adelante Dual Language Academy II, and McCollam which meets the development needs of the children it serves. The program will focus on the whole child with a strong focus on social emotional learning, literacy and math. It will operate as a full-day/full-year program for 246 days, and offer a 7-hour program that will serve up to 48 children.

Recommendation: **Staff recommends the Board approve the contract with THINK Together to provide the Alum Rock Union Elementary School District with a licensed preschool program for the 2024-2025 school year. Cost of the contract is $1,119,679, paid through the California State Preschool Program Grant.**

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

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

To the Board of Trustees: Meeting: September 12, 2024
Regular Board Meeting

Recommend Approval

13.02
Agenda Placement

Emmanuel Barbara, 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: 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: Think Together

Address: 2101 E. 4th St. #200B City: Santa Ana State: CA Zip: 92705

Phone: (714) 415-9527 Email Address: rosa.lopez@thinktogether.org

SSN: _____ or Fed I.D. #: 33-0781751

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on September 13, 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").

THINK Together in coordination with Alum Rock Union Elementary School District (ARUESD), will offer a comprehensive licensed preschool program at Adelante I, Adelante II, and McCollam which meets the development needs of the children it serves. It will operate as a full-day/full-year program for 246, days and offer a 7 hour program to serve up to 48 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:** $ 1,119,679 (describe rate agreement) not to exceed;THINK Together will invoice ARUESD in twelve equal monthly installments from July 2024 to June 2025.

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
120	6105	0	5815	00	0001	1000	000052	066	6100	25,000	8/30/24
120	6105	0	5100	00	0001	1000	000052	066	6100	1,094,679	
										JMB 8/30/24	

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

MEMORANDUM OF UNDERSTANDING
Between
Alum Rock Union Elementary School District
And
THINK Together, Inc.

PURPOSE

The Memorandum of Understanding (MOU) that follows is a formal agreement between the Alum Rock Union Elementary School District (ARUESD) and Think Together to provide California State Preschool Programs (CSPP) at three schools within the district.

SCOPE OF SERVICES

It is agreed that Think Together will provide *preschool* services at Adelante Dual Language Academy 1, Adelante Dual Language Academy II and McCollam Elementary. Think Together in coordination with the ARUESD, will offer comprehensive licensed preschool program. The Alum Rock School Readiness Program meets the developmental needs of the children it serves. The program will focus on the whole child with a strong focus on social emotional learning, literacy, and Math. The program will serve up to 48 children and will operate as a full-day/full-year program for 244 days and offer a 7-hour program at Adelante Dual Language Academy 1 & Adelante Dual Language Academy II, and at McCollam Elementary the program will operate as a blended TK/CSPP model as a full day/full year program for 244 days. The first 3 hours of the program will be led by ARUESD credentialed teacher in partnership with the CSPP qualified teacher. Students schedule is 8:15 a.m.-3:15 p.m. THINK Together will secure and maintain in forced such permits and licenses as are required by law in connection with the furnishing of services pursuant to this MOU.

PAYMENT

Per the CSPP grant application that was awarded, ARUESD will pay to Think Together an annual fee of **$1,119,679** (ONE MILLION, ONE HUNDRED NINETEEN THOUSAND, SIX HUNDRED SEVENTY-NINE DOLLARS), to provide the services described above. Think Together will invoice ARUESD in twelve equal monthly installments.

TERM

This Memorandum of Understanding shall become effective immediately when signed by both parties and remain in effect through June 30, 2025, renewable upon the agreement of both parties for the duration of the CSPP grant award.

TERMINATION

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

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

If at any time during the performance of this MOU the ARUESD determines, at its sole discretion, to suspend indefinitely or abandon the work under this MOU, the ARUESD shall have the right to terminate the performance of Think Together's services hereunder by giving sixty (60) days written notification to Think Together of its intention to terminate.

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

- Commercial General Liability, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than $1,000,000 per occurrence, $3,000,000 general aggregate and $3,000,000 Sexual Abuse or Molestation (SAM) liability coverage.

- Automobile Liability with limits no less than $1,000,000 per accident for bodily injury and property damage

- Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

- Professional Liability (Errors and Omissions) insurance with limit no less than $2,000,000 per occurrence, $2,000,000 aggregate.

- Cyber/Network Risk Liability coverage with limit no less than $2,000,000 per occurrence, $2,000,000 aggregate.

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

INDEMNIFICATION
Think Together shall indemnify, pay for the defense of, and hold harmless ARUESD and its officers, agents, and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions, and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of Think Together's negligent or willful acts and/or omissions in rendering any services hereunder. Think Together shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the social security, workers' compensation or income tax law, or any disability or unemployment law, or retirement contribution of any sort whatever, concerning Think Together or any employee of Think Together and shall further indemnify, pay for the defense of, and hold harmless ARUESD of and from any such payment or liability arising out of or in any manner connected with Think Together's performance under this MOU.

The ARUESD shall indemnify, pay for the defense of, and hold harmless Think Together and its officers, agents and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions,

and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of the ARUESD's negligent or willful acts and/or omissions in relation to this MOU.

SUBCONTRACT AND ASSIGNMENT
Neither party shall assign its rights, duties, or privileges under this MOU, nor shall either party attempt to confer any of its rights, duties or privileges under this MOU on any third party, without the written consent of the other party.

INDEPENDENT CORPORATION STATUS
This MOU is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

CALIFORNIA LAW
This MOU shall be governed by and the rights, duties, and obligation of the parties shall be determined and enforced in accordance with the laws of the State of California.

AMENDMENT
This MOU may be amended only by written instrument signed by duly authorized representatives of the ARUESD and THINK Together.

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

To: THINK Together, Inc.
2101 E. Fourth St, Suite B-200
Santa Ana, CA 92705

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

SEVERABILITY
The invalidity in whole or in part of any provision of this MOU shall not void or affect the validity of any other provision of this MOU.

IN WITNESS THEREOF, THINK Together, Inc. and the Alum Rock Union Elementary School District have executed this Memorandum of Understanding as of the dates indicated below.

Tia Dwyer
Tia Dwyer (Jul 31, 2024 18:16 PDT)

Tia Dwyer
Chief Operating Officer
THINK Together, Inc.

07/31/2024
Date

Emmanuel Barbara

Interim Superintendent

Alum Rock Union Elementary School District

Date

13.03

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: **August 14, 2024**

Subject: Glen Price Group

Staff Analysis: Glen Price Group will support key areas of community schools implementation, guided and funded by the district's California Community Schools Partnership Program (CCSPP) Implementation Grant. Duties and responsibilities include project management, professional development and capacity building, continuous improvement and implementation monitoring and data reporting, and sustainability planning. All services are virtual.

Recommendation: **Staff recommends the Board of Trustees approve the contract with Glen Price Group for the 24-25 school year in the amount of $180,000.00.**

Submitted by: Annya Artigas, Ed.D. Title: Director, Social Emotional Learning

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

To the Board of Trustees:

Information Only

13.03
Agenda Placement

Meeting: **September 12, 2024**
Regular Board Meeting

Emmanuel Barbara, 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: Social Emotional Learning (School/Dept.) VENDOR NO. 300729

Submitted by: Annya Artigas, Ed.D., 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: Glen Price Group

Address: 1990 N. California Blvd., 8th Floor PMB 1227 City: Walnut Creek State: CA Zip: 94596

Phone: (510) 528-1558 Email Address: aaron@glenpricegroup.com

SSN: _____ or Fed I.D. #: 75-3055927

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on September 13, 20 24, and will diligently perform as required and complete performance by June 30, 20 25, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

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

Glen Price Group will support key areas of community schools implementation, guided and funded by the district's California Community Schools Partnership Program (CCSPP) Implementation Grant. Duties and responsibilities include project management, professional development and capacity building, continuous improvement and implementation monitoring and data reporting, and sustainability planning. All services 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:** $ 180,000.00 (describe rate agreement) _____

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
060	6331	0	5815	00	1110	3110	000070	061	6331	$180,000.00	8/30/24

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

Doc ID: 407a6a3f67cdb397d595dd4ce1dea433694cc9da

GPG Scope of Work

Alum Rock Union School District Community Schools Implementation Support – 2024-2025

Alum Rock Union School District (ARUSD) has requested support from the Glen Price Group (GPG) to support key areas of community schools implementation, guided and funded by the district's California Community Schools Partnership Program (CCSPP) Implementation Grant. This Scope of Work provides the work plan and serves as GPG's written estimate to perform the work requested.

This Scope includes GPG support for Implementation Year 1 (FY 2024-2025). The proposed activities are aligned with the grant application budget and recent discussions with ARUSD's SEL Department to plan for Year 1 of implementation.

GPG Duties and Responsibilities

1. **Project management**
    a. Develop work plans / timelines at the district and site levels for community schools implementation
    b. Facilitate regular project management meetings with the ARUSD Social and Emotional Learning (SEL) Director, Community Schools Coordinator, and other relevant staff
2. **Professional development and capacity building**
    a. Develop resources and templates (i.e., toolkit) to support site-level community school implementation (e.g., site-level work plan, Y1 checklist, etc.)
    b. In collaboration with SEL, meet individually with leaders from each site to review community school strategy, grant and site plan, and site Y1 work plan
    c. In collaboration with SEL, design and implement an onboarding retreat for all new staff to align to district-wide community schools approach
    d. Develop structures / processes for site discretionary budgets, including templates for site budgets
    e. Support implementation of the discretionary site budget process, as needed
    f. Develop a communications strategy and toolkit including, talking points, community schools FAQ, and site-level communications

3. Continuous improvement and implementation monitoring and data reporting

a. Develop structures for district-level and site-level reporting, building on site profiles developed during the planning grant period and in consideration of the Annual Progress Report (APR) structure

b. Support the annual survey of students, families, staff, and community partners

- ➢ Design / modify the survey questions
- ➢ Assist with administration, as needed
- ➢ Analyze survey results at the initiative and site levels

c. In coordination with Community School Site Specialists, and others as appropriate, prepare annual reports including information about implementation progress, updated site data and survey results, etc.

d. Support the design and planning of annual site implementation team retreat (for each site) to review updated school data and implementation progress, and plan for the coming year

e. Assist with individual site implementation team retreats facilitation

f. Participate in statewide and/or regional CCSPP TA activities focused on the APR / monitoring and reporting

g. In collaboration with SEL, complete site-level and district-level APR using the state-required template

4. Sustainability planning

a. Develop a sustainability planning framework, including a statement about ARUSD's approach to sustainability for community schools and an initial list of funding sources that may sustain elements of ARUSD's community schools strategy

b. Participate in statewide and/or regional CCSPP TA activities focused on community schools sustainability

c. Assist with determining Guiding Coalition membership and coordinating invitations to members, including the development of relevant materials such as a one-pager on the Guiding Coalition purpose and expectations of members

d. Provide meeting planning/design, facilitation, and documentation for two Guiding Coalition meetings

Timeline

GPG will perform the scope of work above between September 13, 2024 and June 30, 2025.

Team

Emily Esteban (Associate) will serve as project lead with support from Kaleena Wong (Associate) and Rosa Guzman (Associate). Jennifer O'Donnell (Senior Associate) and Aaron Price (President) will provide ongoing advisory support. Additional GPG team members may be engaged on an as-needed basis.

ARUSD Duties and Responsibilities

In support of this work ARUSD will:

1. Meet regularly with GPG to collaborate on implementation activities
2. Collaborate with GPG to support site-level and district-level implementation and monitoring activities
3. Share feedback on draft materials in accordance with agreed upon timelines
4. Provide language interpretation and at meetings (as needed) and translation of materials (as needed)

Budget

Scope of Work Area	Cost
1. Project management	N/A — *incorporated into other scope areas*
2. Professional development and capacity building	$50,000
3. Continuous improvement and implementation monitoring and data reporting	$100,000
4. Sustainability planning	$30,000
TOTAL	**$180,000**

13.04

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

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

Subject: After School Music Academy, LLC (ASMA)

Staff Analysis: ASMA will provide Music, Martial Arts and Hip Hop Dance to 5 ARUSD Middle schools during the 2024-2025 school year for a total of 20 weeks. Classes will consist of 2 hours of instruction (2 - 60 minute classes plus 1 hour of Portal to Portal time.

Recommendation: Staff recommends the Board of Trustees to approve the contract with After School Music Academy, LLC (ASMA) in the amount $184,800.00.

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

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

To the Board of Trustees: Meeting: **September 12, 2024**
Regular Board Meeting

Recommended Approval

13.04
Agenda Placement

Emmanuel Barbara, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

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

Submitted by: Dr. 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: After School Music Academy, LLC (ASMA)

   Address: 128 Arlene Dr City: Walnut Creek State: CA Zip: 94595

   Phone: (415) 236-0430 Email Address: info@afterschoolmusicacademy.com

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

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date September 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:

   ASMA will provide Music, Martial Arts and Hip Hop Dance to 5 ARUSD Middle schools during the 2024-2025 school year for a total of 20 weeks. Classes will consist of 2 hours of instruction (2 - 60 minute classes) plus 1 hour of Portal to Portal time.

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

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

   X b. **Other:** $184,800 (describe rate agreement) _____

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
060	2600	0	5815	00	11000	1000	020200	360	7392	$184,800	8/21/24
											8/22/24

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

After School Music Academy
David Chiorini
Phone: 415-236-0450
Website: afterschoolmusicacademy.com

Alum Rock Unified School District

Scope of work

Description of Services

After School Music Academy will provide Music, Martial Arts and Hip Hop Dance to middle schools during the 24-25 school year for a total of 20 weeks. Classes will consist of 2 hours of instruction (2, 60-minute classes) plus 1 hour of Portal to Portal time. Classes will be taught at George Middle School, Ocala Middle School, Renaissance at Fischer, Renaissance at Mathson and Sheppard Middle school during the 2024-2025 school year.

Our classes are designed to be flexible to meet the needs of the school site. Here is some key information on how we structure our classes:

- Duration- Our classes are 60 minutes long and we're able to serve 2 groups of students during after school hours.
- Scheduling- Classes are usually scheduled to occur twice per week. With our flexible curriculum, we are also able to accommodate classes once per week all the way up to 5 times per week if needed.
- Sessions- We follow the district academic calendar to build our class sessions. Accounting for school off days and national holidays, our sessions are usually 10 to 16 weeks long depending on the semester.
- Prep Time- 1 hour of prep time is bundled into our programming cost, teaching artists arrive early to set up the classroom and instruments and stay after class for breakdown. This time is also used for lesson, repertoire and performance planning.
- Performance Showcase- Each session ends with a performance showcase where students get the opportunity to demonstrate what they have learned. Scheduling and logistics for performances is a collaborative effort between ASMA and the school site.
- Class Exhibition- Our class exhibitions are generally scheduled at the start of the session, providing an opportunity for students to get a glance into what they will be learning during the session.
- Class Assistants- ASMA will provide a minimum of 1 assistant per active discipline on a rotation based schedule.

Class Offerings

Piano Ensemble

Piano ensemble is a wonderful foundational class that prepares students for more serious private study. We teach core keyboard skills: hand position, note reading, chord vocabulary, posture, rhythm, and theory while rehearsing a repertoire of rock, pop, and classical songs. This isn't your average piano class!

Rock Band

Rock Band students are inspired to learn, excel, and become confident in the performance arts. Bands are open to musicians that play guitar, electric bass, drums, keyboards, and vocals. Bands work with our talented faculty to learn and play songs by a variety of contemporary and classic bands. Student suggestions and inspiration are always welcome! Rock Band students should already be proficient with at least one year of experience on their instrument of choice.

Martial Arts

Our martial arts classes focus on developing coordination, self-control, balance, flexibility, strength, stamina and discipline in a safe, supportive and non-competitive atmosphere. This unique program of fitness, fun and self-development will teach students all of the key traits necessary to succeed in life! Our objective is to encourage both physical and mental resilience and to expand students' aptitude to face challenges. Our class is designed for students with little to no martial arts experience, but all experience levels are welcome! Students should wear comfortable clothes that allow for movement.

Hip Hop Dance

Dance uplifts, unites, and empowers. It also provides an opportunity for students to move their bodies in a coordinated way, gain bodily awareness, work on balance, and develop confidence and social skills.

Moving in a group is an important aspect of dance and includes instruction on how to move in unison and independently. Our hip-hop dance class is a student favorite and includes contemporary, energetic beats to keep them on their feet and burning off restless energy from the day! Students should wear comfortable clothes that allow movement.

Cost and Duration of Job

	Hours/ class	Hours/ week	Setup/ (1 hour /class)	Total/ week	Total Weeks	Total Hours	Total Cost($220/hour)	No of Week 20 Hourly Rate $220
George MS	2	6	3	9	20	180	$39,600.00	
Renaissance at Fischer	2	6	3	9	20	180	$39,600.00	
Renaissance at Mathson	2	6	3	9	20	180	$39,600.00	
Ocala MS	2	4	2	6	20	120	$26,400.00	
Sheppard MS	2	6	3	9	20	180	$39,600.00	
						Total	**$184,800.00**	

Terms and Conditions

Payment for aforementioned after school programming is due 30 days after an invoice has been sent.

An option for paying 50% at the beginning of service and 50% after completion is available.

- We require a minimum of 24 hours notice for unplanned class cancellations.
- We require a minimum of 7 days notice for planned cancellations (ie field trips, etc.)
- We require 2 weeks notice for final scheduling confirmation of classes to properly align our instructors and our equipment. 4 weeks is ideal.
- If a student of concern is a danger to our instructor, themself and/or other students, or other personnel, it is the school/district's responsibility to implement an appropriate behavior protocol.
- If performances fall outside of the regular scheduled class times (i.e. on a weekend), we require a minimum of 2hrs of booking per instructor.

14.01

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: **Pine Health, LLC**

Staff Analysis: Pine Health will provide an LVN to provide daily medical assistance to students in special education within Alum Rock District during the 2024-2025 school year.

Recommendation: Staff recommends the Board of Trustees approve the contract increase with Pine Health for the 24-25 school year in the amount of $78,000. Total contract will be $246,750.

Submitted by: Anthony Colonna Title: Director, Special Education

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

To the Board of Trustees: Meeting: **September 12, 2024**
Regular Board Meeting

Recommend Approval

14.01
Agenda Placement

Emmanuel Barbara, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

PURCHASE ORDER / CONTRACT CHANGE ORDER (POCO)

P.O. No. _____ Contract No. 257592

Original P.O Amount $_____ Contract Original Amount $168,780

Vendor Name: Pine Helathcare Vendor No. 301373

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 $168,750
Change Order #: 1 $78.000
Change Order #: _____ $_____
Change Order #: _____ $_____

New Contract Total (including Change Orders) $246,750

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
2	080	6500	0	5815	00	5001	3140	000000	380	1801	+78,000	

Reason for Adjustment:
Add a LVN due to Dr's orders. LVN will provide daily medical assistance for students with medical needs.

School/Dept.: Special Education Requested by: LeAnne Depew

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

_____ Director/Program Manager

_____ Procurement Manager

Date Requested: _____ Date Entered: _____ Entered By: _____

(Pursuant to Public Contract Code 20118.4, the total cost of change orders shall not exceed the greater of $15,000.00 or 10% of the original contract amount. The ARUESD Board of Trustees must approve changes exceeding these limits.)

14.02

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: **September 3, 2024**

Subject: **City Year, Inc.**

Staff Analysis: City Year San Jose will deploy teams of AmeriCorps Members to deliver their research-based, student intervention & support model at ARUSD schools - Cureton and Cassell.

Recommendation: Staff recommends the Board of Trustees approve the contract with City Year, Inc. for the 24-25 school year in the amount of $250,000.

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

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

To the Board of Trustees: Meeting: **September 12, 2024**
Regular Board Meeting

Recommend Approval

14.02
Agenda Placement

Emmanuel Barbara, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

PURCHASE ORDER / CONTRACT CHANGE ORDER (POCO)

P.O. No. _____ Contract No. 257657

Original P.O Amount $_____ Contract Original Amount $250,000.00

Vendor Name: City Year Inc. Vendor No. 015415

Please check:

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

CONTRACTS ONLY

Change Orders:
Contracts Original Amount $_____
Change Order #: _____ $_____
Change Order #: _____ $_____
Change Order #: _____ $_____

New Contract Total $_____
(including Change Orders)

Line #	FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SUB-OBJ 00	GOAL XXXX	FCTN XXXX	COST-CNTR XXXXXX	LOC XXX	PROG XXXX	$AMOUNT	BUS OFC
1	060	2600	0	5815	00	1110	1000	020200	360	7392	$250,000	8/20/24

Reason for Adjustment:
Please change services to be provided at Cureton and Cassell.
Change payment schedule to be $62,000.00.

School/Dept.: State & Federal Requested by: Dr. Kiela Jimenez

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

_____ Director/Program Manager

_____ Procurement Manager

Date Requested: _____ Date Entered: _____ Entered By: _____

(Pursuant to Public Contract Code 20118.4, the total cost of change orders shall not exceed the greater of $15,000.00 or 10% of the original contract amount. The ARUESD Board of Trustees must approve changes exceeding these limits.)

FIRST AMENDMENT TO THE
DISTRICT SERVICE AGREEMENT
BY AND BETWEEN ALUM ROCK UNION SCHOOL DISTRICT AND CITY YEAR, INC.

This First Amendment to the District Service Agreement (this "First Amendment"), dated as of August 21, 2024 is by and between City Year, Inc., a Massachusetts not-for-profit corporation having a principal place of business located at 287 Columbus Avenue, Boston, MA 02116 and Alum Rock Union School District (Hereinafter "The District").

WHEREAS, the parties have entered into a District Service Agreement, dates as of July 2024 (together with any exhibits, schedules and quotes issued in connection therewith, the "Service Agreement");

WHEREAS, the parties wish to modify Section 4 "Payment Obligations" of the Service Agreement, as set forth in the Service Agreement on July 2024,

NOW, THEREFORE, in consideration of the mutual promises of the parties set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Section 4 under "Amount", the aggregate amount of $125,000 shall be deleted and replaced with "$250,000".
2. Section 4 under "Payment Obligations," the Deployment Plan table shall be deleted and replaced with the following table:

School	Allocation of Payment
Cureton Elementary School	$125,000
Cassell Elementary School	$125,000
Aggregate Payment	**$250,000**

3. Section 4 under "Payment Obligations", the invoicing schedule shall be replaced with the following schedule:

   d. Timing and Contact. City Year shall invoice the District the following amounts, to be due and payable to City Year within 30 days after receipt of invoice. Invoices shall be issued on each of the dates listed below:

   a) $62,500 – August 1, 2024
   b) $62,500 – October 1, 2024
   c) $62,500 – January 1, 2025
   d) $62,500 – April 1, 2025

Except as otherwise expressly amended by this First Amendment, the provisions of the Service Agreement shall remain unchanged, binding, and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment to the Service Agreement as of the day and year first written above.

CITY YEAR, INC.

By: George Chu
Its: Acting Chief Financial Officer
Email: CFO@cityyear.org

ALUM ROCK UNIFIED SCHOOL DISTRICT

By: Emmanual Barbara
Its: Interim Superintendent
Email: emmanuel.barbara@arusd.org

15.01

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

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

August 6, 2024, Special Board Meeting
August 8, 2024, Regular Board Meeting
August 14, 2024, Special Board Meeting
August 16, 2024, Special Board Meeting
August 26, 2024, Special Board Meeting

RECOMMEND APPROVAL

Submitted by: Emmanuel Barbara Title: Interim Superintendent

To the Board of Trustees: Meeting: September 12, 2024
Regular Board Meeting

Recommend Approval

15.01
Agenda Placement

Emmanuel Barbara, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

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

MINUTES OF A SPECIAL BOARD MEETING
BOARD OF TRUSTEES
of the Alum Rock Union School District
Held on Thursday, July 25, 2024, 6:30 p.m. at the Alum Rock Union School Board Members and Superintendent participated participated at 2930 Gay Avenue San Jose, CA 95127
Meeting #04-24/25

1. OPEN SESSION

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

President Linda Chavez welcomed everyone in the audience. President Linda Chavez called the Board Meeting to order at 9:00 am, followed by Roll Call. Board Members present were Linda Chavez (President), Andrés Quintero (Vice-President)- *arrived at 6:33 pm*, Minh Pham (Clerk), Corina Herrera-Loera (Member), Andrea Flores Shelton (Member)

Administrative and Support Staff Members present were Emmanuel Barbara (Interim Superintendent), Sandra Garcia (Assistant Superintendent, Instructional Services), Kolvira Chheng (Assistant Superintendent, Business Services), Cesar Torrico (Assistant Superintendent, Human Resources), Maribel Carrillo (Sr. Executive Assistant, Superintendent's Office)

Call to order/Roll Call/Pledge of Allegiance: President Linda Chavez stated there was a quorum.

2. Superintendent/Board Business

2.01 The Board of Trustees will meet with the consultants from McPherson & Jacobson to, 1. Review and accept the stakeholder report, and 2. Determine the interview procedures the Board would like to follow.

MOTION #01-04 by Vice-President Andrés Quintero to accept the stakeholder report. MOTION #01-04 was seconded by Clerk Minh Pham.

2. Superintendent/Board Business *(continued)*

MOTION #01-04 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

MOTION #02-04 by Vice-President Andrés Quintero to accept the stakeholder group 11 total includes (Board members pick one designee, each union and there will be an alternate. MOTION #02-04 was seconded by Member Andrea Flores Shelton.

AMENDED MOTION #03-04 by Vice-President Andrés Quintero to accept the stakeholder group 11 total includes (Board members pick one designee, each union, one student and there will be an alternate. MOTION #03-04 was seconded by Member Andrea Flores Shelton.

MOTION #03-04 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

3. Closed Session

3.01 Recess to Closed Session: President Linda Chavez announced the items that would be discussed in Closed Session.

4. RECONVENE TO OPEN SESSION

4.01 Report of Action Taken in Closed Session.

President Linda Chavez said there was a quorum. She said there was nothing to report from closed session.

5. Adjournment

5.01 President Adjourns the Meeting

President Linda Chavez adjourned the meeting at 8:20 p.m.

Respectfully submitted,

_____

Minh Pham, Board Clerk

mc

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

MINUTES OF A SPECIAL BOARD MEETING
BOARD OF TRUSTEES
of the Alum Rock Union School District
Held on Tuesday, August 6, 2024, 6:30 p.m. at the Alum Rock Union School Board Members and Superintendent participated participated at 2930 Gay Avenue San Jose, CA 95127
Meeting #07-24/25

1. OPEN SESSION

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

President Linda Chavez welcomed everyone in the audience. President Linda Chavez called the Board Meeting to order at 9:00 am, followed by Roll Call. Board Members present were Linda Chavez (President), Andrés Quintero (Vice-President)- *arrived at 6:45 pm*, Minh Pham (Clerk), Corina Herrera-Loera (Member), Andrea Flores Shelton (Member)

Administrative and Support Staff Members present were Emmanuel Barbara (Interim Superintendent), Sandra Garcia (Assistant Superintendent, Instructional Services), Kolvira Chheng (Assistant Superintendent, Business Services), Cesar Torrico (Assistant Superintendent, Human Resources), Maribel Carrillo (Sr. Executive Assistant, Superintendent's Office)

Call to order/Roll Call/Pledge of Allegiance: President Linda Chavez stated there was a quorum.

2. Superintendent/Board Business

2.01 The nominees for the Ad Hoc Committee Interview panel will be shared with the Board.

2. Superintendent/Board Business *(continued)*

2.02 Appoint Temporary Ad Hoc Committee to Assist in Superintendent Selection Process. The Ad Hoc Committee will consist of eleven members as follows: (1) One representative selected by each of the Board members; (2) One representative from AREA (plus one alternate); (3) One representative from CSEA (plus one alternate); (4) One representative from Teamsters (plus one alternate); (5) One District office administrator; (6) One representative from the stakeholder community at large; and (7) One student representative.

MOTION #01-07 by Member Andrea Flores Shelton to accept nominees. MOTION #01-07 was seconded by Clerk Minh Pham.

AMENDED MOTION #02-07 by Member Andrea Flores Shelton to accept nominees pending alternates. MOTION #02-07 was seconded by Clerk Minh Pham.

MOTION #02-07 carried* with a *vote of 4 in favor; no opposition; one absent (Vice-President Andrés Quintero); and no abstention.

2.03 Potential interview schedule will be shared with the Board.

3. Closed Session

3.01 Recess to Closed Session: President Linda Chavez announced the items that would be discussed in Closed Session.

4. RECONVENE TO OPEN SESSION

4.01 Report of Action Taken in Closed Session.

President Linda Chavez said there was a quorum. She said there was nothing to report from closed session.

5. Adjournment

5.01 President Adjourns the Meeting

President Linda Chavez adjourned the meeting at 8:48 p.m.

Respectfully submitted,

_____

Minh Pham, Board Clerk

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

MINUTES OF A REGULAR MEETING OF THE BOARD OF TRUSTEES
of the Alum Rock Union School District
Held on Thursday, August 8, 2024, 5:30 p.m. at the Alum Rock Union School Board Members and Superintendent participated at 2930 Gay Avenue San Jose, CA 95127
Meeting #06-24/25

1. OPEN SESSION

1.01 Call to Order/Roll Call/Pledge of Allegiance

President Linda Chavez welcomed everyone in the audience. President Linda Chavez called the Board Meeting to order at 5:30 pm, followed by Roll Call. Board Members present were Linda Chavez (President), Andrés Quintero (Vice-President), Minh Pham (Clerk), Corina Herrera-Loera (Member), Andrea Flores Shelton (Member)

Administrative and Support Staff Members present were Emmanuel Barbara (Interim Superintendent), Sandra Garcia (Assistant Superintendent, Instructional Services), Kolvira Chheng (Assistant Superintendent, Business Services), Cesar Torrico (Assistant Superintendent, Human Resources), Maribel Carrillo (Sr. Executive Assistant, Superintendent's Office)

Call to order/Roll Call/Pledge of Allegiance: President Linda Chavez stated there was a quorum.

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

Member Andrea Flores Shelton asked that items 6.01 and 4.01 be heard before item 2.01.

MOTION #01-06 by Member Andrea Flores Shelton to approve the agenda with the edits. MOTION #01-06 was seconded by Member Corina Herrera-Loera.

MOTION #01-06 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

6. Business

6.01 Approve KIPP Public Schools' Request to Install Two (2) Volleyball Courts.

MOTION #02-06 by Vice-President Andrés Quintero to approve Action Item 6.01 as presented. MOTION #02-06 was seconded by Member Andrea Flores Shelton.

MOTION #02-06 carried* with a *vote of 4 in favor; no opposition; no absent; and one abstention (Clerk Minh Pham).

4. Public Hearing

4.01 Public Hearing: Alpha: Blanca Alvarado Charter School Renewal Petition.

President Linda Chavez opened the public hearing at 5:37 pm.

Public Comment:
Kesely Welk, Isabel Gutierrez, Brenda Lopez, female speaker, Georgina Jimenez, Steve Sur, Rosalinda Lopez, and Carlos Robert Mejia.

President Linda Chavez closed the public hearing at 5:53 pm.

2. Public Members Who Wish To Address The Board

2.01 Requests to Address the Board

3. Comments and Communications

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 Superintendent and 3.06 Board of Trustees/Communications/Comments.

5. Superintendent/Board Business

5.01 Recommendation for School Consolidation Process.

Interim Superintendent Barbara gave a presentation regarding the School Consolidation Process.

5. Superintendent/Board Business

Public Comment:
Christine Villarreal, David Williams, and Alice Victory.

5.02 Approve voting members of the MACSA Task Force.

Vice-President Andrés Quintero explained that he wants the voting committee members to be himself, Member Corina Herrera-Loera, Assistant Superintendent of Business Services, President of Mayfair Association Guadalupe Gonzalez, and Victoria Partida, President of the Tropicana Association.

MOTION #03-06 by Vice President Andrés Quintero to approve the recommended voting members of the committee. MOTION #03-06 was seconded by Member Corina Herrera-Loera.

MOTION #03-06 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

5.03 Approve CSBA Membership Dues, Period from July 1, 2024 through June 30, 2025, $17,919.00.

MOTION #04-06 by Vice-President Andrés Quintero to approve Action Item 5.03 as presented. MOTION #04-06 was seconded by Clerk Minh Pham.

MOTION #04-06 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

5.04 Approve CSBA Educational Legal Alliance (ELA) Membership Dues, Period from July 1, 2024 through June 30, 2025, $4,480.00.

MOTION #05-06 by Member Corina Herrera-Loera to approve Action Item 5.04 as presented. MOTION #05-06 was seconded by Member Andrea Flores Shelton.

MOTION #05-06 failed* with a *vote of 0 in favor; five opposition(President Linda Chavez, Vice-President Andrés Quintero, Clerk Minh Pham, Member Andrea Flores Shelton, and Member Corina Herrera-Loera); no absent; and no abstention.

5.05 Approve CSBA Gamut Policy Plus Service, Period from July 1, 2024 through June 30, 2025, $3,980.00.

5. Superintendent/Board Business

MOTION #06-06 by Member Corina Herrera-Loera to approve Action Item 5.05 as presented. MOTION #06-06 was seconded by Vice-President Andrés Quintero.

MOTION #06-06 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

5.06 Approve CSBA GAMUT Online, Period from July 1, 2024 through June 30, 2025, $3,980.00.

MOTION #07-06 by Vice-President Andrés Quintero to approve Action Item 5.06 as presented. MOTION #07-06 was seconded by Member Corina Herrera-Loera.

MOTION #07-06 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

6. Business

6.02 Request for Approval and Participation of SLIC Commodity Cooperative RFP No. 2425-01 for School Year 2024-2025.

MOTION #08-06 by Vice-President Andrés Quintero to approve Action Item 6.02 as presented. MOTION #08-06 was seconded by Clerk Minh Pham.

MOTION #08-06 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

7. Bonds

7.01 Adopt Administrative Regulation 3311.3 and incorporate it into the Board Policy Manual, for Traditional Design-Build Contracts and for Alternative Design-Build Contracts, including required Conflict-of-Interest Policy.

MOTION #09-06 by Member Corina Herrera-Loera to approve Action Item 7.01 as presented. MOTION #09-06 was seconded by Member Andrea Flores Shelton.

MOTION #09-06 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

8. Instructional Services

8.01 Start and End Times for School Year 2024-2025.

MOTION #10-06 by Vice-President Andrés Quintero to approve Action Item 8.01 as presented. MOTION #10-06 was seconded by Member Corina Herrera-Loera.

MOTION #10-06 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

8.02 Consolidated Application and Reporting System (CARS) 2022/23, and 2023/24-2024-25 Reporting and 2024-2025 Application for Funding.

MOTION #11-06 by Vice-President Andrés Quintero to approve Action Item 8.02 as presented. MOTION #11-06 was seconded by Clerk Minh Pham.

MOTION #11-06 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

8.03 School Plan for Student Achievement (SPSA) 2024-2025.

MOTION #12-06 by Vice-President Andrés Quintero to approve Action Item 8.03 as presented. MOTION #12-06 was seconded by Member Corina Herrera-Loera.

MOTION #12-06 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

9. Human Resources

9.01 Resignations.

10. CONSENT CALENDAR

There was a consensus from the Board to combine and take action on ***Agenda Items 10.01, 10.02, 10.03, 10.04, 10.05, 10.06, 10.07, 10.08, 10.09, 10.10, 10.11 and 10.12.***

MOTION #13-06 by Vice-President Andrés Quintero to approve Agenda Items 10.01, 10.02, 10.03, 10.04, 10.05, 10.06, 10.07, 10.08, 10.09, 10.10, 10.11 and 10.12. as presented. MOTION #13-06 was seconded by Member Andrea Flores Shelton.

10. CONSENT CALENDAR *(continued)*

MOTION #13-06 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

11. Closed Session

11.01 Recess to Closed Session

The Board recessed to closed session.

12. RECONVENE TO OPEN SESSION

12.01 Report of Action Taken in Closed Session.

There were no actions to report. President Linda Chavez said there was a quorum.

Assistant Superintendent Torrico reported the following action:

Motion made by Member Corina Herrera-Loera and Second by Clerk Minh Pham, the Board unanimously approved the employment of Adam Stickles, Assistant Principal of Ocala Middle School.

There were no further actions to report.

13. Future Board Agenda Requests

13.01 Future Board Agenda Requests

14. ADJOURNMENT

14.01 President Adjourns the Meeting

President Linda Chavez adjourned the meeting at 9:03 p.m.

Respectfully submitted,

_____

Minh Pham, Board Clerk
mc

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

MINUTES OF A SPECIAL BOARD MEETING
BOARD OF TRUSTEES
of the Alum Rock Union School District
Held on Friday, August 16, 2024, 8:00 a.m. at the Alum Rock Union School Board Members and Superintendent participated participated at 2930 Gay Avenue San Jose, CA 95127
Meeting #10-24/25

1. OPEN SESSION

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

President Linda Chavez welcomed everyone in the audience. President Linda Chavez called the Board Meeting to order at 8:10 am, followed by Roll Call. Board Members present were Linda Chavez (President), Andrés Quintero (Vice-President), Minh Pham (Clerk), Corina Herrera-Loera (Member), and Andrea Flores Shelton (Member).

Administrative and Support Staff Members present Maribel Carrillo (Sr. Executive Assistant, Superintendent's Office) and Patricia Tovar (Executive Assistant, Business)

Call to order/Roll Call/Pledge of Allegiance: President Linda Chavez stated there was a quorum.

2. Closed Session

2.01 Recess to Closed Session: President Linda Chavez announced the items that would be discussed in Closed Session.

3. RECONVENE TO OPEN SESSION

3.01 Report of Action Taken in Closed Session.

President Linda Chavez said there was a quorum.

President Linda Chavez reported the following:

Vice-President Andrés Quintero made a motion for the Board to enter into a contract negotiation with the finalist for the position of Superintendent Seconded by Member Corina Herrera-Loera and it was unanimously approved.

4. Adjournment

4.01 President Adjourns the Meeting

President Linda Chavez adjourned the meeting at 5:37 p.m.

Respectfully submitted,

_____

Minh Pham, Board Clerk

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

MINUTES OF A SPECIAL BOARD MEETING
BOARD OF TRUSTEES
of the Alum Rock Union School District
Held on Monday, August 26, 2024, 7:00 p.m. at the Alum Rock Union School Board Members and Superintendent participated participated at 2930 Gay Avenue San Jose, CA 95127
Meeting #12-24/25

1. OPEN SESSION

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

President Linda Chavez welcomed everyone in the audience. President Linda Chavez called the Board Meeting to order at 7:00 pm, followed by Roll Call. Board Members present were Linda Chavez (President), Andrés Quintero (Vice-President)- *arrived at 7:05 pm*, Minh Pham (Clerk), Corina Herrera-Loera (Member), Andrea Flores Shelton (Member)

Administrative and Support Staff Members present were Emmanuel Barbara (Interim Superintendent), Sandra Garcia (Assistant Superintendent, Instructional Services), Kolvira Chheng (Assistant Superintendent, Business Services), Cesar Torrico (Assistant Superintendent, Human Resources), Maribel Carrillo (Sr. Executive Assistant, Superintendent's Office)

Call to order/Roll Call/Pledge of Allegiance: President Linda Chavez stated there was a quorum.

2. Closed Session

2.01 Recess to Closed Session: President Linda Chavez announced the items that would be discussed in Closed Session.

3. RECONVENE TO OPEN SESSION

3.01 Report of Action Taken in Closed Session.

President Linda Chavez said there was a quorum. She said there was nothing to report from closed session.

4. Adjournment

4.01 President Adjourns the Meeting

President Linda Chavez adjourned the meeting at 8:06 p.m.

Respectfully submitted,

_____

Minh Pham, Board Clerk

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

15.02

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

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

Subject: **Acceptance of Donations**

Staff Analysis: The District has received donations as summarized on the sheet dated September 12, 2024.

Recommendation: Staff recommends approval for acceptance of these donations.

Approved by: Teresa DeCelles Title: Assistant Superintendent, Business Services

To the Board of Trustees:

Recommend Approval

15.02
Agenda Placement

Meeting: September 12, 2024
Regular Board Meeting

Emmanuel Barbara, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Alum Rock Union Elementary School District
September 12, 2024

ACCEPTANCE OF DONATIONS

DONOR NAME	DESCRIPTION OR PURPOSE	ESTIMATED VALUE	RECEIVING SCHOOL OR DEPARTMENT
O'Neill Sea Oyssey	Materials & Supplies	$ 800.00	Adelante Academy
Ms. Kris Meyers	Materials & Supplies	$ 800.00	Cassell Elementary
Rotary Club of San Jose Silicon Valley Foundation	Materials & Supplies	$ 1,500.00	Cassell Elementary
Philanthropic Ventures Foundation	Materials & Supplies	$ 472.00	Chavez Early Learning Center
Iupat Patch Fund	Materials & Supplies	$ 1,500.00	Renaissance Academy
O'Neill Sea Oyssey	Materials & Supplies	$ 800.00	Painter Elementary
Panda Express	Materials & Supplies	$ 98.30	Russo/McEntee Elementary
Westat	Materials & Supplies	$ 300.00	Ryan STEAM Academy

Adelante Dual Language Academy

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

August 27, 2024

Alum Rock Union School District

Board of Trustees

2930 Gay Avenue

San Jose, CA 95127

Dear Board of Trustees and Mr. Barbara:

Please accept the following donation from O'NEILL SEA ODYSSEY that was made to Adelante I Dual Language Academy.

The check for $800.00 will be spent on Field Trips and to further enhance the student experience and educational goals.

Sincerely,

Victor Guendulain

Principal Adelante Dual Language Academy

Sylvia Cassell Elementary School

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

Aug 9, 2024

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

Dear Board of Trustees:

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

Company/Sponsor(s) name	Amount
Kris Myers	$800.00

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

Sincerely,

Alecia Kelley

Sylvia Cassell Elementary School

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

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

Aug 12, 2024

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

Dear Board of Trustees:

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

Company/Sponsor(s) name	Amount
Rotary Club of San Jose Silicon Valley Foundation	$1500.00

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

Sincerely,

Alecia Kelley

Cesar Chavez Early Learning Center

2000 Kammerer Avenue
San Jose, California 95116
408-928-7303

To: Alum Rock Union School Board

Re: Science Resource Grant

Date: August 22, 2024

Dear Members of the Alum Rock Union School Board,

Please accept this donation of $472 from the Philanthropic Ventures Foundation awarded to our speech therapist, Pei-Nei Lee.

This money will be used to fulfill our vision of developmentally appropriate instruction and to give students opportunities to participate in hands-on science activities to enhance their oral language skills.

With this science grant, we will be able to add more hands-on science supplies.

Please reach out if you have any questions or concerns.

Sincerely,

Kristin Burt
Coordinator, Early Learning
Cesar Chavez Early Learning Center

Renaissance Academy
of Arts, Sciences, and Social Justice

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

August 22, 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:
Iupat Patch Fund	$1500.00	materials, supplies, field trip transportation and admission, and student activities

Total Amount of Donations: $1500.00
Please credit account: 060-9010-0-4300-00-1110-2700-000000-290-2110

We thank Iupat Patch Fund for supporting our students with the tools to ensure a successful educational experience at Renaissance Academy Fischer.

Sincerely,

Doug Kleinhenz, Principal
Primavera Hernandez, Assistant Principal

PAINTER ELEMENTARY SCHOOL

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

August 21, 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 $800 from O'Neill Sea Odyssey for Ms. MacDonald's field trip fund grant application for our 4th and 5th grade class to the O'Neill Sea Odyssey on 5/24/2024. This donation is a grant for the subsidy of bus transportation for this field trip.

Sincerely,

Mr. Joseph Manluco
Principal

Russo/McEntee Academy

2851 Gay Ave San Jose, CA 95127 **Phone:** (408)928-8850 **Fax:** 408-928-8901

August 19, 2024

Alum Rock Union School District

Board of Trustees

2930 Gay Avenue

San Jose, CA 95127

Dear Board of Trustees and Mr. Barbara:

Please accept the following donation from Panda Express for the fundraiser held in May 2024 for Russo/McEntee Academy.

The check for $98.30 will be spent to further enhance the student experience and educational goals.

Sincerely,

Tanu Kohli

Principal Russo/McEntee Academy

Ryan STEAM Academy

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

Date: August 13, 2024

To: Manny Barbara, 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 Westat. The Donation is given to help with payment for materials and supplies in the total amount of $300.00. 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

15.03

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: August 28, 2024

Subject: **Approval of Fundraising Activities**

Staff Analysis: The District has received fundraising requests as summarized on the attached sheet dated September 12, 2024.

Recommendation: Staff recommends approval of these fundraising event requests.

Approved by: Teresa DeCelles Title: Assistant Superintendent, Business Services

To the Board of Trustees:

Recommend Approval

15.03
Agenda Placement

Meeting: September 12, 2024
Regular Board Meeting

Emmanuel Barbara, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Alum Rock Union Elementary School District
September 12, 2024

APPROVAL OF FUNDRAISING ACTIVITY

SCHOOL	FUNDRAISING ACTIVITY	ACTIVITY SPONSOR	DATE
Adelante Academy	Spirit Wear Sales	PTA	08/08/24-08/23/24
Adelante Academy	Panda Express Sales	PTA	08/02/24-08/02/24
Adelante Academy	Chipotle Sales	PTA	09/21/24-09/21/24
Aptitud Academy	World's Finest Chocolate Sales	PTA	09/05/24-11/05/24
George Middle	P.E. Uniforms' Sales	ASB	08/01/24-06/30/25
Linda Vista Elementary	Back to School Carnival Sales	PTA	09/27/24-09/27/24
Lyndale Elementary	Frist Book Sales	ASB	08/03/24-08/25/24
McCollam Elementary	Spirit Wear Sales	PTO	08/01/24-06/01/25
Meyer Elementary	T-Shirt/Sweat Shirt Sales	ASB	09/01/24-06/30/25
Ocala STEAM Academy	Catalog Sales	ASB	09/01/24-09/30/24
Renaissance @ Fischer	Grams' Sales	PTO	09/01/24-06/04/25
Renaissance @ Fischer	Walk-a-Thon Sales	PTO	03/28/25-03/28/25
Renaissance @ Fischer	Clothing Sales	PTO	07/25/24-06/07/25
Renaissance @ Fischer	Merchandise/Clothing Sales	PTO	07/25/24-06/07/25
Renaissance @ Fischer	Water Sales	PTO	07/25/24-06/10/25
Renaissance @ Fischer	Dance Sales	PTO	09/01/24-06/07/25
Renaissance @ Fischer	Movie Nights	PTO	09/01/24-06/07/25
Renaissance @ Fischer	Fall Festival Sales	PTO	10/14/24-10/14/24
Renaissance @ Fischer	Winter Festival Sales	PTO	12/12/24-12/12/24
Russo/McEntee Academy	World's Finest Chocolate Sales	ASB	09/12/24-10/12/24
Russo/McEntee Academy	Harvest Festival Sales	ASB	11/07/24-11/07/24
Russo/McEntee Academy	Little Cesars Pizza Sales	ASB	08/29/24-08/30/24
Russo/McEntee Academy	Jollibee Sales	ASB	09/20/24-09/20/24
Russo/McEntee Academy	Panda Express Sales	ASB	10/18/24-10/18/24
Russo/McEntee Academy	Book Fair Sales	ASB	10/21/24-10/25/24

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FUNDRAISING EVENT APPROVAL FORM

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

School Name: Adelante 1 Date: 5/24/24

Description of Event: Type Spirit Wear Sale Vendor PTA

Purpose for Event: Sell spiritwear for school spirit

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

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

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

Proposed Date(s) of Event: 8/8, 8/16, 8/19, 8/23 Time of Event: 8am-9am & 2pm-3:30pm

Contact Person: Delia Oseguera

Location of Proposed Activity: Adelante School

Status of Event (please check one): ☐ New Event ☒ Held previously (years): 23, 22, 19, 18, 17, 16

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

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

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

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

ASB Advisor: _____ Signature _____ Date

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

Student Council Representative: _____ Signature _____ Date

Principal Approval: _____ Signature 5/31/24 Date

Reviewed by Business Services: _____ Date: 9/3/2024

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

  CNS _____ Date: _____

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

  Director, MOT: _____ Date: _____

  Operations Mgr.: _____ Date: _____

  Approved _____ Denied _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FUNDRAISING EVENT APPROVAL FORM

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

School Name: Adelante 1 Date: 5/24/24

Description of Event: Type Restaurant Night Vendor Panda Express

Purpose for Event: Fundraisor for PTA

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

Explain how food is handled/stored prior to or day of event: restaurant will sell

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

Proposed Date(s) of Event: August 2 Time of Event: 10a - 10p

Contact Person: Delia Oseguera

Location of Proposed Activity: 2990 E Capitol Expressway

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

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

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

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

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

ASB Advisor: _____ _____
Signature Date

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

Student Council Representative: _____ _____
Signature Date

Principal Approval: _____ 5/31/24
Signature Date

Reviewed by Business Services: Maria Nevis Date: 6/3/24

- FUNDRAISING EVENTS INVOLVING FOOD SALES MUST BE REVIEWED BY CNS Director,
  CNS _____ Date: _____
  Approved _____ Denied _____
- FUNDRAISING EVENTS INVOLVING USE OF FACILITIES MUST BE REVIEWED BY MOT
  Director, MOT: _____ Date: _____
  Operations Mgr.: _____ Date: _____
  Approved _____ Denied _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FUNDRAISING EVENT APPROVAL FORM

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

School Name: Adelante 7 Date: 5/24/24

Description of Event: Type Restaurant Night Vendor Chipotle

Purpose for Event: Fundraise PTA

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

Explain how food is handled/stored prior to or day of event: restaurant will handle

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

Proposed Date(s) of Event: 9/21/24 Time of Event: Noon - 10pm

Contact Person: Delia Oseguera

Location of Proposed Activity: 2990 E Capitol Expressway

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

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

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

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

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

ASB Advisor: _____ Signature _____ Date

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

Student Council Representative: _____ Signature _____ Date

Principal Approval: _____ Signature 5/31/24 Date

Reviewed by Business Services: Maria Nieto Date: 9/3/2024

- 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: Aptitud Date: 8/26/24

Description of Event: Type Chocolate Sales Vendor Nor Cal Fundraising

Purpose for Event: Sell chocolates to raise money for field trips

If selling food what are the items: Chocolate Brand and package size: Worlds finest 41 chocolate bars

Explain how food is handled/stored prior to or day of event: boxes stored in room A5

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

Proposed Date(s) of Event: 9/5/24 - 11/5/24 Time of Event: off-campus only

Contact Person: Kathleen Garcia

Location of Proposed Activity: off-campus only

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

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

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

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

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

ASB Advisor: _____ _____
Signature Date

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

Student Council Representative: _____ _____
Signature Date

Principal Approval: _____ 8/27/24
Signature Date

Reviewed by Business Services: _____ Date: 9/3/2024

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

  CNS _____ Date: 9/3/24

  Approved ✓ Denied _____

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

  Director, MOT: _____ Date: _____

  Operations Mgr.: _____ Date: _____

  Approved _____ Denied _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FUNDRAISING EVENT APPROVAL FORM

Fundraiser #: 12 **(From Financial Plan)**

School Name: Joseph George Middle School Date: August 29, 2024

Description of Event: Type P.E. Uniform Vendor OneStone

Purpose for Event: P.E. Uniforms promote hygiene, teamwork and a sense of responsibility, while ensuring they are appropriately dressed for physical activity.

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

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

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

Proposed Date(s) of Event: 8/1/24 – 6/30/2025 Time of Event: N/A

Contact Person: Melissa Walters, Claudia Escobar & Jackie Montejano

Location of Proposed Activity: Joseph George Middle School

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

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

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

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

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

ASB Advisor: M. Melissa Signature 8/29/24 Date

Student Council Approval Date: 8/29/24 (Middle Schools must attach minutes)

Student Council Representative: James Noble Signature 8/29/24 Date

Principal Approval: Signature Date

Reviewed by Business Services: Maria Nuño Date: 9/3/2024

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

  CNS Date:

  Approved Denied

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

  Director, MOT: Date:

  Operations Mgr.: Date:

  Approved Denied

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FUNDRAISING EVENT APPROVAL FORM

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

School Name: Linda Vista Elementary Date: 8/27/24

Description of Event: Type Back to School Carnival Vendor Fun Services Bay Area

Purpose for Event: To bring families and our community together for a day of fun and celebrating the year

If selling food what are the items: hot dogs, pizza, popcorn Brand and package size: Antipasto/Costco

Explain how food is handled/stored prior to or day of event:
Hot dogs from grill to guest, pizza in pizza warming bags,
popcorn in a warming popcorn machine

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

Proposed Date(s) of Event: 9/27/24 Time of Event: 4:30 to 7:00

Contact Person: Nicki Rohadfox

Location of Proposed Activity: Linda Vista Blacktop

Status of Event (please check one): ☐ New Event ☑ Held previously (years): 2022-2023

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

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

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

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

ASB Advisor: _____ _____
Signature Date

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

Student Council Representative: _____ _____
Signature Date

Principal Approval: Nicole August 28, 2024
Signature Date

Reviewed by Business Services: Maria Nevarez Date: 9/4/2024

- FUNDRAISING EVENTS INVOLVING FOOD SALES MUST BE REVIEWED BY CNS Director,
  CNS _____ Date: 9/4/24
  Approved ✓ Denied _____
- FUNDRAISING EVENTS INVOLVING USE OF FACILITIES MUST BE REVIEWED BY MOT
  Director, MOT: _____ Date: _____
  Operations Mgr.: _____ Date: _____
  Approved _____ Denied _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FUNDRAISING EVENT APPROVAL FORM

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

School Name: Lyndale ES Date: 7/17/24

Description of Event: Type Frist Book Fundraising Vendor Frist Book.Org

Purpose for Event: dd's Store will be fundraising for Lyndale. All donations will go to First Book.org. We then will select books for the students based on the donation amount.

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

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

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

Proposed Date(s) of Event: 8/3/24 - 8/25/24 Time of Event: During store hours

Contact Person: Magdalena Grimaldo

Location of Proposed Activity: dd's store 1050 A S. White Rd. San Jose, CA 95127

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

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

Is the Use of Facilities Reservation thru Facilitron completed?	Yes ☐	No ☐	N/A ☑
Has Revenue Potential form been prepared? (For ASB Only - Form must be included)	Yes ☐	No ☑	
Other Background information (Is proposed fundraising event on current ASB budget?)	Yes ☐	No ☑	

ASB Advisor: _____ (Signature) _____ (Date)

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

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

Principal Approval: Kashmir Sam (Signature) 7/17/24 (Date)

Reviewed by Business Services: Maria Nuñez Date: 8/8/24

- 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: M. Collam Elementary Date: 4/1/24

Description of Event: Type Spirit wear Sales Vendor —

Purpose for Event: fundraising

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

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

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

Proposed Date(s) of Event: 8/1/24 - 6/1/25 Time of Event: —

Contact Person: Ray Lim

Location of Proposed Activity: School

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

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

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

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

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

ASB Advisor: — Signature — Date

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

Student Council Representative: — Signature — Date

Principal Approval: [signature] Signature 04/02/24 Date

Reviewed by Business Services: [signature] Date: 8/8/2024

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

  CNS _____ Date: _____

  Approved _____ Denied _____

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

  Director, MOT: _____ Date: _____

  Operations Mgr.: _____ Date: _____

  Approved _____ Denied _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FUNDRAISING EVENT APPROVAL FORM

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

School Name: Meyer Date: August 20,2024

Description of Event: Type T-Shirt/Sweat Shirt Sale Vendor Custom Wear

Purpose for Event: To raise money to be able to purchase more Blue T-shirts and sweat shirts to show ofl School Spirit Through out the School Year

If selling food what are the items: n/a Brand and package size: n/a

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

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

Proposed Date(s) of Event: September 2024 - June 2025 Time of Event: before + After School

Contact Person: Yissel Vega

Location of Proposed Activity: MeyerSchool

Status of Event (please check one): ☑ New Event ☐ Held previously (years): No

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

Is the Use of Facilities Reservation thru Facilitron completed?	Yes	☐	No	☐	N/A ☑
Has Revenue Potential form been prepared? (For ASB Only - Form must be included)	Yes	☑	No	☐	
Other Background information (Is proposed fundraising event on current ASB budget?)	Yes	☑	No	☐	

ASB Advisor: _____ (Signature) _____ (Date)

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

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

Principal Approval: Andrea Spurlock (Signature) 8/20/24 (Date)

Reviewed by Business Services: Maria Nevis Date: 9/3/2024

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

School Name: Ocala STEAM Academy Date: 6/5/24

Description of Event: Type Catalog Sales Vendor

Purpose for Event: To raise funds for PE supplies and equipment and after school athletics

If selling food what are the items: packaged nuts, cookies, chocolates Brand and package size: variety of brands

Explain how food is handled/stored prior to or day of event: orders will come in individual bags and boxes; sealed

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

Proposed Date(s) of Event: 9/1/24 - 9/30/24 Time of Event: presented in PE classes

Contact Person: Julie Arroyo

Location of Proposed Activity: PE classes off Campus only

Status of Event (please check one): ☐ New Event ☑ Held previously (years): 33 years

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

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

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

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

ASB Advisor: [signature] Signature 6/5/2024 Date

Student Council Approval Date: 6/5/2024 (Middle Schools must attach minutes)

Student Council Representative: [signature] Signature 6/5/2024 Date

Principal Approval: [signature] Signature Date

Reviewed by Business Services: [signature] Date: 9/3/2024

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

CNS [signature] Date: 9/3/24

Approved ✓ Denied

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

Director, MOT: Date:

Operations Mgr.: Date:

Approved Denied

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FUNDRAISING EVENT APPROVAL FORM

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

School Name: Renaissance Academy @ Fischer Date: _____

Description of Event: Type Grams (Gratitude, Valentines, Spring, etc) Vendor Amazon, Dollar Store & Costco

Purpose for Event: Profit to be used towards field trips, after school activities, purchase of students incentives to be given during Honor Roll Ceremonies (logo shirts, pencils, certificates) End of the year activities.

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

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

Proposed Date(s) of Event: 9/01/2024- 6/7/2025 Time of Event: Lunch / Brunch

Contact Person: Kaithlyn Sarmiento / Sarah Kretovics

Location of Proposed Activity: Room 51

Status of Event (please check one): — New Event ✔ Held previously (years): 15 yrs

A Use of Facilities Form is required for all events outside the normal school hours.

Is the Use of Facilities Form attached? (Form must be included when required) Yes ____ No ✔

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

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

ASB Advisor: _____ _____
Signature Date

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

Student Council Representative: _____ _____
Signature Date

Principal Approval: Dayla Klotzbuecher 6/5/24
Signature Date

Reviewed by Business Services: Maria Nieves Date: 8/8/2024

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

CNS _____ Date: _____

Approved _____ Denied _____

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

Director, MOT: _____ Date: _____

Operations Mgr.: _____ Date: _____

Approved _____ Denied _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FUNDRAISING EVENT APPROVAL FORM

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

School Name: Renaissance Academy @ Fischer Date: 5/30/24

Description of Event: Type Color Run (/walk a thon) Vendor Amazon & Festival of color UAS

Purpose for Event: Profit to be used towards field trips, school activities, purchase of students incentives to be given during Honor Roll Ceremonies (logo shirts, pencils, certificates, etc) & end of the year activities.

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

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

Proposed Date(s) of Event: 3/28/2025 Time of Event: All day event

Contact Person: Jennifer Garcia / Luvia Solis / Sarah Kretovics

Location of Proposed Activity: On Campus

Status of Event (please check one): — New Event ✔ Held previously (years): 1

A Use of Facilities Form is required for all events outside the normal school hours.

Is the Use of Facilities Form attached? (Form must be included when required)	Yes ✔	No _____
Has Revenue Potential form been prepared? (For ASB Only - Form must be included)	Yes _____	No ✔
Other Background information (Is proposed fundraising event on current ASB budget?)	Yes _____	No ✔

ASB Advisor: _____ Signature _____ Date

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

Student Council Representative: _____ Signature _____ Date

Principal Approval: Douglas Kretovics Signature 6/5/24 Date

Reviewed by Business Services: Maria Nieto Date: 9/3/2024

- 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: Renaissance Academy @ Fischer Date: 6/1/24

Description of Event: Type Selling School Clothing & Merchandise Vendor Shine on Shirts

Purpose for Event: Profit to be used towards field trips, school activities, purchase of students incentives to be given during Honor Roll Ceremonies (logo shirts, pencils, certificates, etc) & end of the year activities.

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

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

Proposed Date(s) of Event: 7/25/2024-6/7/2025 Time of Event: All day event

Contact Person: Jennifer Garcia / Eduarda Brasil / Sarah Kretovics

Location of Proposed Activity: On Campus

Status of Event (please check one): — New Event ✔ Held previously (years): 19

A Use of Facilities Form is required for all events outside the normal school hours.

Is the Use of Facilities Form attached? (Form must be included when required) Yes ____ No ✔

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

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

ASB Advisor: _____ _____
Signature Date

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

Student Council Representative: _____ _____
Signature Date

Principal Approval: Douglas Klenhenz 6/4/24
Signature Date

Reviewed by Business Services: Maria Nuñez Date: 9/3/2024

- 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: Renaissance Academy @ Fischer Date: 6/1/24

Description of Event: Type Selling School Clothing, Merchandise, stickers Vendor bella&canvas, Michaels, Amazon, costco

Purpose for Event: Profit to be used towards Renaissance Design Club activities, purchase of materials to make shirts, school gear, stickers and supplies for club activities and events

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

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

Proposed Date(s) of Event: 7/25/2024-6/7/2025 Time of Event: All day event

Contact Person: _____

Location of Proposed Activity: On Campus

Status of Event (please check one): — New Event ✔ Held previously (years): 1

A Use of Facilities Form is required for all events outside the normal school hours.

Is the Use of Facilities Form attached? (Form must be included when required) Yes ____ No ✔

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

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

ASB Advisor: _____ (Signature) _____ (Date)

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

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

Principal Approval: Douglas Kleinhenz (Signature) 6/4/24 (Date)

Reviewed by Business Services: Maria Nuñez Date: 9/3/2024

- 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: Renaissance Academy @ Fischer Date: 5/30/24

Description of Event: Type Water Sales Vendor Costco & donations

Purpose for Event: Profit to be used towards field trips, after school clubs & activities, purchase of students incentives to be

If selling food what are the items: bottled water Brand and package size: Various 16.9 oz

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

Proposed Date(s) of Event: 7/25/24-6/10/25 Time of Event: All day event

Contact Person: Eduarda Brasil / Sarah Kretovics

Location of Proposed Activity: On Campus

Status of Event (please check one): — New Event ✔ Held previously (years): 2

A Use of Facilities Form is required for all events outside the normal school hours.

Is the Use of Facilities Form attached? (Form must be included when required) Yes ____ No ✔

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

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

ASB Advisor: _____ _____
Signature Date

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

Student Council Representative: _____ _____
Signature Date

Principal Approval: Douglas Kretschmann 6/5/24
Signature Date

Reviewed by Business Services: Maria Nuno Date: 9/3/2024

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

CNS _____ Date: 9/3/24

Approved ✔ Denied _____

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

Director, MOT: _____ Date: _____

Operations Mgr.: _____ Date: _____

Approved _____ Denied _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FUNDRAISING EVENT APPROVAL FORM

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

School Name: Renaissance Academy @ Fischer Date: 5/30/24

Description of Event: Type Dances (Tropical,Glow in Dark, New Year, etc) Vendor Various

Purpose for Event: Profit to be used towards field trips, school clubs/activities, purchase of students incentives to be given during Honor Roll Ceremonies (logo shirts, pencils, certificates, etc) & end of the year activities.

If selling food what are the items: Pizza, Chips, snacks Brand and package size: various

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

Proposed Date(s) of Event: 9/1/2024-6/7/2025 Time of Event: 4:30-7:00

Contact Person: _____

Location of Proposed Activity: On Campus

Status of Event (please check one): — New Event ✔ Held previously (years): 16

A Use of Facilities Form is required for all events outside the normal school hours.

Is the Use of Facilities Form attached? (Form must be included when required) Yes ✔ No _____

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

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

ASB Advisor: _____ Signature _____ Date

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

Student Council Representative: _____ Signature _____ Date

Principal Approval: Daylen Klotzbeck Signature 6/5/24 Date

Reviewed by Business Services: Maria Nuño Date: 9/3/2024

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

CNS _____ Date: 9/3/24

Approved ✓ Denied _____

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

Director, MOT: _____ Date: _____

Operations Mgr.: _____ Date: _____

Approved _____ Denied _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FUNDRAISING EVENT APPROVAL FORM

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

School Name: Renaissance Academy @ Fischer Date: 5/30/24

Description of Event: Type Movie Nights Vendor Donations & Costco

Purpose for Event: Profit to be used towards field trips, school activities, purchase of students incentives to be given during Honor Roll Ceremonies (logo shirts, pencils, certificates, etc) & end of the year activities.

If selling food what are the items: Popcorn,Pizza,Snacks,Water Brand and package size: Costco, Various

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

Proposed Date(s) of Event: 9/1/2024-6/7/2025 Time of Event: 4:30 - 7:00pm

Contact Person: Jennifer Garcia / Eduarda Brasil / Sarah Kretovics

Location of Proposed Activity: On Campus, Cafeteria

Status of Event (please check one): — New Event ✔ Held previously (years): 5

A Use of Facilities Form is required for all events outside the normal school hours.

Is the Use of Facilities Form attached? (Form must be included when required) Yes ✔ No ____

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

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

ASB Advisor: _____ Signature _____ Date

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

Student Council Representative: _____ Signature _____ Date

Principal Approval: Douglas Kleinhenz Signature 6/4/24 Date

Reviewed by Business Services: Maria Newlan Date: 9/3/2024

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

CNS _____ Date: 9/3/24

Approved ✔ Denied _____

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

Director, MOT: _____ Date: _____

Operations Mgr.: _____ Date: _____

Approved _____ Denied _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FUNDRAISING EVENT APPROVAL FORM

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

School Name: Renaissance Academy @ Fischer Date: 6/3/24

Description of Event: Type Fall Festival Vendor Fun Services of bay area

Purpose for Event: Profit to be used towards field trips, school activities, purchase of students incentives to be given during Honor Roll Ceremonies (logo shirts, pencils, certificates, etc) & end of the year activities.

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

Pizza, Chips, Snacks

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

Proposed Date(s) of Event: 10/14/2024 Time of Event: 4:30-6:30

Contact Person: Jennifer Garcia / Luvia Solis / Sarah Kretovics

Location of Proposed Activity: On Campus

Status of Event (please check one): — New Event ✔ Held previously (years): 1

A Use of Facilities Form is required for all events outside the normal school hours.

Is the Use of Facilities Form attached? (Form must be included when required) Yes ✔ No _____

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

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

ASB Advisor: _____ Signature _____ Date

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

Student Council Representative: _____ Signature _____ Date

Principal Approval: Douglas Kleinberg Signature 6/4/24 Date

Reviewed by Business Services: Marian Neal Date: 9/3/2024

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

CNS _____ Date: 9/3/24

Approved ✔ Denied _____

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

Director, MOT: _____ Date: _____

Operations Mgr.: _____ Date: _____

Approved _____ Denied _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FUNDRAISING EVENT APPROVAL FORM

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

School Name: Renaissance Academy @ Fischer Date: 6/3/24

Description of Event: Type Winter Festival Vendor _____

Purpose for Event: Profit to be used towards field trips, school activities, purchase of students incentives to be given during Honor Roll Ceremonies (logo shirts, pencils, certificates, etc) & end of the year activities.

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

Pizza, Chips, Snacks

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

Proposed Date(s) of Event: 12/12/2024 Time of Event: 5:00-7:30

Contact Person: Jennifer Garcia / Luvia Solis / Sarah Kretovics

Location of Proposed Activity: On Campus

Status of Event (please check one): — New Event ✔ Held previously (years): 1

A Use of Facilities Form is required for all events outside the normal school hours.

Is the Use of Facilities Form attached? (Form must be included when required) Yes ✔ No _____

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

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

ASB Advisor: _____ Signature _____ Date

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

Student Council Representative: _____ Signature _____ Date

Principal Approval: Dayton Kleinlenc Signature 6/4/24 Date

Reviewed by Business Services: Maria Nevarez Date: 9/3/2024

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

CNS _____ Date: 9/3/24

Approved _____ Denied _____

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

Director, MOT: _____ Date: _____

Operations Mgr.: _____ Date: _____

Approved _____ Denied _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FUNDRAISING EVENT APPROVAL FORM

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

School Name: Russo/McEntee Academy Date: 8/19/24.

Description of Event: Type World's Finest Chocolate Vendor NorCal Fundraising

Purpose for Event: Raise funds for School activities

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

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

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

Proposed Date(s) of Event: 9/12 - 10/12 Time of Event: off campus only.

Contact Person: Tanu Rowe

Location of Proposed Activity: Off Campus

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

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

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

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

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

ASB Advisor: _____ Signature _____ Date

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

Student Council Representative: _____ Signature _____ Date

Principal Approval: Maria Ortiz Signature 08/20/24. Date

Reviewed by Business Services: Marisa Nuñez Date: 9/3/2024

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

  CNS Dung Date: 9/3/24

  Approved _____ Denied _____

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

  Director, MOT _____ Date _____

  Operations Mgr. _____ Date _____

  Approved _____ Denied _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FUNDRAISING EVENT APPROVAL FORM

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

School Name: Russo McEntee Academy Date: 8/19/24

Description of Event: Type Harvest Festival Vendor _____

Purpose for Event: to fundraise for school events, husky store, school programs.

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

Hot dogs, Nachos, chips, sodas

Explain how food is handled/stored prior to or day of event: everything will be individually wrapped & cooked.

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

Proposed Date(s) of Event: 11/7/24 Time of Event: 5:00 - 6:30pm

Contact Person: Tanu Kohli

Location of Proposed Activity: _____

Status of Event (please check one): ☐ New Event ☑ Held previously (years): 2024, 2023

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

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

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

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

ASB Advisor: _____ _____

Signature Date

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

Student Council Representative: _____ _____

Signature Date

Principal Approval: _____ 08/20/24

Signature Date

Reviewed by Business Services: _____ Date: 9/3/2024

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

  CNS _____ Date: 9/3/24

  Approved ✓ Denied _____

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

  Director, MOT: _____ Date: _____

  Operations Mgr.: _____ Date: _____

  Approved _____ Denied _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FUNDRAISING EVENT APPROVAL FORM

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

School Name: Russo McEntee Academy Date: 8/19/24

Description of Event: Type Restaurant Fundraiser Vendor Little Cesars Pizza

Purpose for Event: to fundraise for school events, husky store, and school programs.

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

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

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

Proposed Date(s) of Event: 8/29 - 8/30 Time of Event: 8:00am - 9:00pm

Contact Person: Tanu Kohli

Location of Proposed Activity: _____

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

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

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

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

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

ASB Advisor: _____ Signature _____ Date

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

Student Council Representative: _____ Signature _____ Date

Principal Approval _____ Signature 08/20/24 Date

Reviewed by Business Services: _____ Date: 9/3/2024

- 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: Russo McEntee Academy Date: 8/19/24

Description of Event: Type Restaurant Fundraiser Vendor Jollibee

Purpose for Event: to fundraise money to husky store, school student events and student programs.

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

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

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

Proposed Date(s) of Event: 9/20/24 Time of Event: 8:00 - 9:00pm

Contact Person: Tanu Kohli

Location of Proposed Activity: Jollibee Restuant

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

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

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

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

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

ASB Advisor: _____ Signature _____ Date

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

Student Council Representative: _____ Signature _____ Date

Principal Approval: [signature] Signature 08/20/24 Date

Reviewed by Business Services: [signature] Date: 9/3/2024

- 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: Russo McEntee Academy Date: 8/

Description of Event: Type Panda Express FR Vendor Panda

Purpose for Event: to fundraise for school events, husky store, and school programs.

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

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

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

Proposed Date(s) of Event: 10/18/24 Time of Event: all day

Contact Person: Tanu Kohli

Location of Proposed Activity: Panda Express Mckee and Capitol Ex.

Status of Event (please check one): ☐ New Event ☑ Held previously (years): 2024

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

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

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

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

ASB Advisor: _____ _____
Signature Date

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

Student Council Representative: _____ _____
Signature Date

Principal Approval: Tanu Kohli 08/20/24
Signature Date

Reviewed by Business Services: Maria Nino Date: 9/3/2024

- 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: Russo McEntee Academy Date: 8/19/24

Description of Event: Type Book Fair Vendor Scholastic Books

Purpose for Event: to fundraise for books for classroom libraries and fund scholastics bucks.

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

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

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

Proposed Date(s) of Event: 10/21 - 10/25/24 Time of Event: all day

Contact Person: Tanu Kohli

Location of Proposed Activity: Library A3

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

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

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

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

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

ASB Advisor: _____ _____
Signature Date

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

Student Council Representative: _____ _____
Signature Date

Principal Approval: Tanu Kohli 08/20/24
Signature Date

Reviewed by Business Services: Maria Diaz Date: 9/3/2024

- 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 _____

15.04

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF TRUSTEES

To the Board of Trustees: September 3, 2024

Subject: **Vendor & Payroll Warrants**

Staff Analysis: Summary of Vendor and Payroll Warrants issued during August month of Fiscal Year 2024/2025.

Total of vendor warrants	$	13,176,578.23
Total of payroll warrants	$	5,650,400.94
Total	**$**	**18,826,979.17**

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

Approved by: Teresa DeCelles Title: Assistant Superintendent, Business Services

To the Board of Trustees: Meeting: September 12, 2024
Regular Board Meeting

Recommend Approval
15.04
Agenda Placement

Emmanuel Barbara, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

August 2024

Fund	VENDOR WARRANTS	AMOUNT
010,050,060,080	General Fund (Incl Payroll A/P)	$5,158,929.43
120	Child Development Fund	$344,571.42
130	Cafeteria Fund	$158,917.13
140	Deferred Maintenance Fund	$0.00
210	Building Fund	$5,833,217.88
250	Capital Facilities Fund	$0.00
350	County School Facility Fund	$0.00
400	Special Reserve for Capital Outlay Fund	$0.00
670	Health and Welfare & Workers Comp	$1,663,017.10
	Subtotal	**$13,158,652.96**
088	Student Body Fund	$17,925.27
	Total Vendor Warrants	**$13,176,578.23**

	PAYROLL WARRANTS	
	10th of the month	$723,730.56
	EOM Payroll	$4,926,670.38
	AREA EOM	$0.00
	Manual Checks	$0.00
	Void Checks	$0.00
	Total Payroll Warrants	**$5,650,400.94**
	Grand Total All Warrants	**$18,826,979.17**

	From		To
AP Warrants used #	4024996	-	4025388
Payroll Direct Deposit Pay Stub used #	4776468	-	4777694
Payroll Checks used #	4407052	-	4407155

AP Check Register - Pivot Table Summary by Vendor
August 2024

Vendor Name	Date	Warrant #	Fund	Sum of Amount
4IMPRINT INC.	8/9/2024	4025066	010	$ 2,136.91
4IMPRINT INC. Total				**$ 2,136.91**
5 STAR STUDENTS SOLUTIONS LLC	8/9/2024	4025092	010	$ 2,850.00
5 STAR STUDENTS SOLUTIONS LLC Total				**$ 2,850.00**
ACE EMPOWER ACADEMY	8/26/2024	4025292	010	$ 90,653.00
		4025302	010	$ 35,897.00
ACE EMPOWER ACADEMY Total				**$ 126,550.00**
ALEJANDRA GUADALUPE BASULTO	8/19/2024	4025195	050	$ 216.30
ALEJANDRA GUADALUPE BASULTO Total				**$ 216.30**
ALLIED REFRIGERATION INC.	8/9/2024	4025094	050	$ 306.38
		4025113	050	$ 842.44
	8/2/2024	4024998	050	$ 135.65
	8/23/2024	4025207	050	$ 705.50
ALLIED REFRIGERATION INC. Total				**$ 1,989.97**
ALPHA PUBLIC SCHOOLS INC.	8/26/2024	4025293	010	$ 181,640.00
		4025294	010	$ 260,767.00
		4025303	010	$ 86,841.00
		4025304	010	$ 83,427.00
ALPHA PUBLIC SCHOOLS INC. Total				**$ 612,675.00**
AMAZON.COM LLC	8/9/2024	4025082	010	$ 151.64
	8/2/2024	4024999	010	$ 237.30
		4025009	010	$ 716.77
			060	$ 831.48
		4025024	010	$ 119.20
			060	$ 183.15
	8/16/2024	4025156	010	$ 197.03
		4025171	010	$ 883.54
			130	$ 498.56
	8/23/2024	4025242	010	$ 481.14
			060	$ 4,210.32
			080	$ 352.50
	8/26/2024	4025271	010	$ 59.34
	8/30/2024	4025312	010	$ 3,685.07
			060	$ 766.54
		4025340	010	$ 548.81
AMAZON.COM LLC Total				**$ 13,922.39**
AMERICAN FIDELITY ASSURANCE CO	8/30/2024	4025384	010	$ 147.41
AMERICAN FIDELITY ASSURANCE CO Total				**$ 147.41**
ANITA GHOSH	8/16/2024	4025182	010	$ 74.16
ANITA GHOSH Total				**$ 74.16**
ANNETTE NYQUIST	8/1/2024	4024996	010	$ 519.95
ANNETTE NYQUIST Total				**$ 519.95**
ANTIPASTOS	8/16/2024	4025134	010	$ 1,112.48
ANTIPASTOS Total				**$ 1,112.48**
AON RISK INSURANCE SERVICES	8/9/2024	4025067	010	$ 87.00
AON RISK INSURANCE SERVICES Total				**$ 87.00**
ASSOCIATION OF CALIFORNIA	8/30/2024	4025385	010	$ 3,005.22
ASSOCIATION OF CALIFORNIA Total				**$ 3,005.22**
AT&T	8/15/2024	4025128	010	$ 4,177.20
		4025129	010	$ 96.80

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Vendor Name	Date	Warrant #	Fund	Sum of Amount
AT&T Total				**$ 4,274.00**
AXIOM COMMUNICATIONS SYSTEMS	8/9/2024	4025114	050	$ 1,039.31
	8/16/2024	4025157	050	$ 645.30
	8/23/2024	4025208	050	$ 2,882.14
AXIOM COMMUNICATIONS SYSTEMS Total				**$ 4,566.75**
A-Z BUS SALES INC	8/9/2024	4025093	010	$ 823.41
	8/2/2024	4025023	010	$ 1,141.31
	8/16/2024	4025155	010	$ 4,982.77
		4025181	010	$ 451.98
	8/23/2024	4025206	010	$ 3,002.19
A-Z BUS SALES INC Total				**$ 10,401.66**
BATTERY SYSTEMS INC	8/9/2024	4025115	050	$ 114.40
BATTERY SYSTEMS INC Total				**$ 114.40**
BAY AREA FLOOR MACHINE	8/9/2024	4025095	010	$ 1,657.93
	8/16/2024	4025183	010	$ 136.66
BAY AREA FLOOR MACHINE Total				**$ 1,794.59**
BIOMETRICS4ALL INC.	8/2/2024	4025000	010	$ 960.00
	8/23/2024	4025243	010	$ 18.75
BIOMETRICS4ALL INC. Total				**$ 978.75**
BLACK OAK SPEECH THERAPY, INC.	8/9/2024	4025096	080	$ 11,990.00
BLACK OAK SPEECH THERAPY, INC. Total				**$ 11,990.00**
BLICK ART MATERIALS LLC	8/23/2024	4025244	010	$ 6.80
BLICK ART MATERIALS LLC Total				**$ 6.80**
BLUETRITON BRANDS INC.	8/15/2024	4025130	010	$ 565.89
			050	$ 98.70
	8/8/2024	4025042	010	$ 657.17
			080	$ 65.68
			130	$ 112.88
	8/22/2024	4025205	010	$ 1,091.32
BLUETRITON BRANDS INC. Total				**$ 2,591.64**
BOSCO CONSTRUCTION SERVICES	8/16/2024	4025158	210	$ 37,927.40
BOSCO CONSTRUCTION SERVICES Total				**$ 37,927.40**
BRIAN RAPAIDO	8/15/2024	4025131	060	$ 1,800.00
BRIAN RAPAIDO Total				**$ 1,800.00**
BUREAU OF EDUCATION & RESEARCH	8/2/2024	4025001	060	$ 279.00
BUREAU OF EDUCATION & RESEARCH Total				**$ 279.00**
CALIFORNIA NEWSPAPERS	8/16/2024	4025184	130	$ 307.80
CALIFORNIA NEWSPAPERS Total				**$ 307.80**
CALIFORNIA SCHOOL BOARDS	8/23/2024	4025259	010	$ 25,774.00
CALIFORNIA SCHOOL BOARDS Total				**$ 25,774.00**
CALIFORNIA UNITED MECHANICAL,	8/16/2024	4025135	050	$ 1,922.00
CALIFORNIA UNITED MECHANICAL, Total				**$ 1,922.00**
CAL-STEAM INC.	8/9/2024	4025097	050	$ 949.06
	8/23/2024	4025220	050	$ 1,420.19
CAL-STEAM INC. Total				**$ 2,369.25**
CAMBIUM LEARNING INC.	8/16/2024	4025136	060	$ 30,393.89
		4025172	080	$ 17,600.00
CAMBIUM LEARNING INC. Total				**$ 47,993.89**
CARAHSOFT TECHNOLOGY CORP	8/23/2024	4025221	010	$ 1,211.83
CARAHSOFT TECHNOLOGY CORP Total				**$ 1,211.83**

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Vendor Name	Date	Warrant #	Fund	Sum of Amount
CARLOS H ROSALES	8/26/2024	4025272	010	$ 150.00
CARLOS H ROSALES Total				**$ 150.00**
CAT FINANCIAL CAT CARD	8/9/2024	4025098	010	$ 2,350.68
	8/30/2024	4025341	010	$ 509.40
CAT FINANCIAL CAT CARD Total				**$ 2,860.08**
CDW LLC	8/9/2024	4025068	010	$ 347.73
	8/30/2024	4025313	010	$ 3,045.86
		4025342	010	$ 3,563.40
			060	$ 2,208.80
CDW LLC Total				**$ 9,165.79**
CELLCO PARTNERSHIP	8/9/2024	4025069	010	$ 6,447.03
CELLCO PARTNERSHIP Total				**$ 6,447.03**
CHAVEZ, REFUGIO	8/9/2024	4025070	010	$ 221.70
CHAVEZ, REFUGIO Total				**$ 221.70**
CHELTENHAM TO CARMEL HOLDINGS,	8/22/2024	4025200	130	$ 9,031.60
CHELTENHAM TO CARMEL HOLDINGS, Total				**$ 9,031.60**
CHRISTINE N ORTIZ	8/2/2024	4025010	120	$ 57.20
CHRISTINE N ORTIZ Total				**$ 57.20**
CHUC VAN BUI	8/30/2024	4025343	060	$ 3,206.25
CHUC VAN BUI Total				**$ 3,206.25**
CINTAS CORPORATION	8/9/2024	4025116	010	$ 348.72
			050	$ 74.79
	8/2/2024	4025025	010	$ 348.72
			050	$ 74.79
	8/23/2024	4025260	010	$ 739.41
			050	$ 149.58
CINTAS CORPORATION Total				**$ 1,736.01**
CLAUDIA GOMEZ HERNANDEZ	8/30/2024	4025360	130	$ 67.00
CLAUDIA GOMEZ HERNANDEZ Total				**$ 67.00**
COAST DESIGNS	8/23/2024	4025222	088	$ 9,628.17
COAST DESIGNS Total				**$ 9,628.17**
CODESP	8/2/2024	4025011	010	$ 2,775.00
CODESP Total				**$ 2,775.00**
COLEBREIT ENGINEERING LLC	8/30/2024	4025375	210	$ 38,400.00
COLEBREIT ENGINEERING LLC Total				**$ 38,400.00**
COLORBOX GRAPHICS INC.	8/23/2024	4025209	050	$ 713.13
COLORBOX GRAPHICS INC. Total				**$ 713.13**
COUNTY OF SANTA CLARA	8/16/2024	4025185	130	$ 18,506.00
	8/23/2024	4025223	130	$ 899.00
COUNTY OF SANTA CLARA Total				**$ 19,405.00**
CREAM CO. LLC	8/16/2024	4025186	130	$ 1,023.82
	8/30/2024	4025344	130	$ 19,951.48
		4025376	130	$ 13,216.50
CREAM CO. LLC Total				**$ 34,191.80**
CREATIVE LEARNING CENTER	8/30/2024	4025377	080	$ 14,920.50
CREATIVE LEARNING CENTER Total				**$ 14,920.50**
CROWN CASTLE INTERNATIONAL	8/30/2024	4025336	010	$ 3,002.24
CROWN CASTLE INTERNATIONAL Total				**$ 3,002.24**
CRYSTAL CREAMERY INC.	8/22/2024	4025201	130	$ 10,757.65
CRYSTAL CREAMERY INC. Total				**$ 10,757.65**

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Vendor Name	Date	Warrant #	Fund	Sum of Amount
CURRICULUM ASSOCIATES LLC	8/30/2024	4025323	060	$ 589,965.48
CURRICULUM ASSOCIATES LLC Total				**$ 589,965.48**
DBA: AMERGIS HEALTHCARE STAFFI	8/9/2024	4025047	010	$ 1,186.24
		4025083	060	$ 23,644.00
			080	$ 7,247.76
	8/2/2024	4025026	010	$ 2,656.87
	8/30/2024	4025361	010	$ 6,019.00
		4025378	010	$ 6,461.97
DBA: AMERGIS HEALTHCARE STAFFI Total				**$ 47,215.84**
DBA: EARLY LEARNING SOLUTIONS	8/9/2024	4025048	080	$ 5,885.00
DBA: EARLY LEARNING SOLUTIONS Total				**$ 5,885.00**
DBA: ELMA'S CATERING & EVENTS	8/23/2024	4025245	010	$ 393.57
DBA: ELMA'S CATERING & EVENTS Total				**$ 393.57**
DBA: PALACE BUSINESS SOLUTIONS	8/9/2024	4025117	010	$ 499.30
	8/16/2024	4025137	010	$ 7,878.19
	8/30/2024	4025324	010	$ 11,176.28
DBA: PALACE BUSINESS SOLUTIONS Total				**$ 19,553.77**
DELTA DENTAL	8/26/2024	4025295	670	$ 1,082.97
DELTA DENTAL Total				**$ 1,082.97**
DEVELOPMENT IS CHILD'S PLAY	8/2/2024	4025021	080	$ 2,470.00
		4025027	080	$ 380.00
DEVELOPMENT IS CHILD'S PLAY Total				**$ 2,850.00**
DOCUMENT TRACKING SERVICES LLC	8/9/2024	4025049	060	$ 10,525.00
DOCUMENT TRACKING SERVICES LLC Total				**$ 10,525.00**
DSA - OFFICE OF REGULATORY	8/8/2024	4025040	210	$ 3,700.77
DSA - OFFICE OF REGULATORY Total				**$ 3,700.77**
DUNN-EDWARDS CORPORATION	8/9/2024	4025099	010	$ 334.27
DUNN-EDWARDS CORPORATION Total				**$ 334.27**
E3 DIAGNOSTICS INC.	8/2/2024	4025012	010	$ 580.00
E3 DIAGNOSTICS INC. Total				**$ 580.00**
EARLYCHILDHOOD LLC	8/30/2024	4025345	010	$ 371.43
EARLYCHILDHOOD LLC Total				**$ 371.43**
EAST BAY REFRIGERATION INC.	8/23/2024	4025210	130	$ 2,877.08
		4025224	130	$ 1,605.17
		4025261	130	$ 815.81
	8/30/2024	4025346	130	$ 662.99
EAST BAY REFRIGERATION INC. Total				**$ 5,961.05**
EDGES ELECTRICAL GROUP LLC	8/16/2024	4025187	050	$ 276.22
	8/23/2024	4025225	050	$ 1,354.49
EDGES ELECTRICAL GROUP LLC Total				**$ 1,630.71**
EDUCATION HOUSING PARTNERS INC	8/30/2024	4025379	210	$ 32,067.00
EDUCATION HOUSING PARTNERS INC Total				**$ 32,067.00**
EINSTEIN NOAH RESTAURANT	8/9/2024	4025050	010	$ 338.68
		4025084	010	$ 235.91
	8/16/2024	4025138	010	$ 945.51
		4025159	010	$ 102.38
	8/23/2024	4025226	010	$ 362.99
		4025246	010	$ 162.95
EINSTEIN NOAH RESTAURANT Total				**$ 2,148.42**
EMS LINQ INC.	8/30/2024	4025347	130	$ 25,290.00

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Vendor Name	Date	Warrant #	Fund	Sum of Amount
EMS LINQ INC. Total				**$ 25,290.00**
ENTERPRISE FM TRUST	8/9/2024	4025118	060	$ 229.67
ENTERPRISE FM TRUST Total				**$ 229.67**
ENTOURAGE IMAGING INC.	8/2/2024	4025008	088	$ 2,623.70
ENTOURAGE IMAGING INC. Total				**$ 2,623.70**
ERIN DEVINE	8/30/2024	4025325	080	$ 4,480.00
ERIN DEVINE Total				**$ 4,480.00**
ESGI LLC	8/23/2024	4025247	010	$ 27,960.00
ESGI LLC Total				**$ 27,960.00**
EVELYN CARRILLO	8/9/2024	4025100	080	$ 399.33
EVELYN CARRILLO Total				**$ 399.33**
FEDERAL EXPRESS	8/9/2024	4025071	010	$ 42.08
	8/26/2024	4025273	010	$ 35.55
FEDERAL EXPRESS Total				**$ 77.63**
FICO'S NEW YORK STYLE PIZZA	8/16/2024	4025139	010	$ 167.72
FICO'S NEW YORK STYLE PIZZA Total				**$ 167.72**
FROG ENVIRONMENTAL. INC	8/30/2024	4025348	010	$ 1,353.00
FROG ENVIRONMENTAL. INC Total				**$ 1,353.00**
FURMAN CONSTRUCTION INSPECTION	8/30/2024	4025362	210	$ 9,375.00
FURMAN CONSTRUCTION INSPECTION Total				**$ 9,375.00**
GARDA CL WEST	8/30/2024	4025380	010	$ 385.12
			130	$ 385.12
GARDA CL WEST Total				**$ 770.24**
GARDEN TO TABLE SILICON VALLEY	8/22/2024	4025199	060	$ 1,650.00
GARDEN TO TABLE SILICON VALLEY Total				**$ 1,650.00**
GARDENLAND CENTER INC.	8/16/2024	4025160	050	$ 1,575.07
GARDENLAND CENTER INC. Total				**$ 1,575.07**
GOLD STAR FOODS	8/22/2024	4025202	130	$ 18,037.18
GOLD STAR FOODS Total				**$ 18,037.18**
HERLINDA BARRIOS	8/30/2024	4025363	050	$ 284.37
HERLINDA BARRIOS Total				**$ 284.37**
HOME DEPOT U.S.A. INC.	8/9/2024	4025051	050	$ 427.32
		4025101	050	$ 1,570.23
	8/2/2024	4025002	050	$ 123.58
		4025028	050	$ 1,074.92
	8/16/2024	4025140	050	$ 1,503.40
	8/23/2024	4025211	050	$ 1,985.84
		4025227	010	$ 107.14
			050	$ 473.75
	8/30/2024	4025349	050	$ 1,254.88
		4025364	010	$ 303.93
HOME DEPOT U.S.A. INC. Total				**$ 8,824.99**
iCELEBRATE EVENT RENTALS LLC	8/8/2024	4025046	010	$ 1,668.16
			088	$ 1,382.14
iCELEBRATE EVENT RENTALS LLC Total				**$ 3,050.30**
ICU TECHNOLOGIES INC	8/30/2024	4025310	060	$ 82,612.00
ICU TECHNOLOGIES INC Total				**$ 82,612.00**
IDN INC	8/30/2024	4025326	050	$ 768.73
IDN INC Total				**$ 768.73**
INDU LAW GROUP PC	8/2/2024	4025013	010	$ 1,600.00

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Vendor Name	Date	Warrant #	Fund	Sum of Amount
INDU LAW GROUP PC Total				**$ 1,600.00**
INNOVATE CONCRETE INC	8/16/2024	4025161	210	$ 40,177.02
INNOVATE CONCRETE INC Total				**$ 40,177.02**
INTERNATIONAL ASSOCIATION FOR	8/16/2024	4025173	060	$ 225.00
INTERNATIONAL ASSOCIATION FOR Total				**$ 225.00**
JEFFREY BERTA	8/26/2024	4025274	010	$ 200.00
JEFFREY BERTA Total				**$ 200.00**
JESS FERNANDEZ	8/2/2024	4025029	050	$ 3,300.00
	8/16/2024	4025162	050	$ 4,200.00
		4025188	050	$ 7,475.00
	8/23/2024	4025212	050	$ 5,550.00
JESS FERNANDEZ Total				**$ 20,525.00**
JORGE YANIS HERRERA	8/9/2024	4025102	010	$ 131.20
JORGE YANIS HERRERA Total				**$ 131.20**
JOSE VALDES MATH FOUNDATION	8/2/2024	4025014	060	$ 17,920.00
JOSE VALDES MATH FOUNDATION Total				**$ 17,920.00**
JUAREZ, ISIDRO	8/30/2024	4025314	010	$ 150.00
JUAREZ, ISIDRO Total				**$ 150.00**
KAISER PERMANENTE	8/26/2024	4025296	670	$ 396.09
KAISER PERMANENTE Total				**$ 396.09**
KAPLAN EARLY LEARNING COMPANY	8/30/2024	4025315	060	$ 131.72
KAPLAN EARLY LEARNING COMPANY Total				**$ 131.72**
KAREN ITZAMARA MARCOS	8/9/2024	4025052	080	$ 28.94
KAREN ITZAMARA MARCOS Total				**$ 28.94**
KATHLEEN EILEEN CASEY-GARCIA	8/26/2024	4025275	010	$ 156.47
KATHLEEN EILEEN CASEY-GARCIA Total				**$ 156.47**
KEENAN & ASSOCIATES	8/9/2024	4025072	670	$ 112,363.00
		4025073	670	$ 11,143.00
KEENAN & ASSOCIATES Total				**$ 123,506.00**
KEENAN FINANCIAL SERVICES	8/30/2024	4025365	010	$ 50,000.00
KEENAN FINANCIAL SERVICES Total				**$ 50,000.00**
KELLY SPICERS INC	8/2/2024	4025015	010	$ 2,282.09
	8/23/2024	4025248	010	$ 65.74
	8/30/2024	4025316	010	$ 465.55
KELLY SPICERS INC Total				**$ 2,813.38**
KENNETH MCBRIAN	8/26/2024	4025276	010	$ 160.68
KENNETH MCBRIAN Total				**$ 160.68**
KEVIN HURLEY	8/30/2024	4025350	050	$ 195.00
KEVIN HURLEY Total				**$ 195.00**
KHAI Q. TRAN	8/9/2024	4025053	050	$ 8,050.00
KHAI Q. TRAN Total				**$ 8,050.00**
KHOA NGUYEN	8/30/2024	4025351	010	$ 15,000.00
			060	$ 5,000.00
KHOA NGUYEN Total				**$ 20,000.00**
KIDANGO INC.	8/22/2024	4025203	120	$ 90,097.00
	8/30/2024	4025311	120	$ 195,416.41
KIDANGO INC. Total				**$ 285,513.41**
KIPP HEARTWOOD ACADEMY	8/26/2024	4025297	010	$ 173,465.00
		4025305	010	$ 81,005.00
KIPP HEARTWOOD ACADEMY Total				**$ 254,470.00**

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KIPP PRIZE PREPARATORY ACADEMY	8/26/2024	4025298	010	$	192,601.00
		4025306	010	$	77,844.00
KIPP PRIZE PREPARATORY ACADEMY Total				**$**	**270,445.00**
KIRIMBE, BANDEKO	8/9/2024	4025054	010	$	150.00
KIRIMBE, BANDEKO Total				**$**	**150.00**
KRISTINA RENEE CHAVEZ	8/26/2024	4025277	010	$	87.80
KRISTINA RENEE CHAVEZ Total				**$**	**87.80**
LAKESHORE EQUIPMENT COMPANY	8/9/2024	4025055	010	$	4,351.59
	8/16/2024	4025163	120	$	342.81
	8/23/2024	4025228	010	$	235.80
			060	$	72.03
		4025249	010	$	249.62
		4025262	010	$	174.31
	8/26/2024	4025278	010	$	665.31
	8/30/2024	4025317	010	$	199.41
		4025352	010	$	514.10
			060	$	219.12
LAKESHORE EQUIPMENT COMPANY Total				**$**	**7,024.10**
LAURA ANGELES	8/30/2024	4025366	130	$	150.00
LAURA ANGELES Total				**$**	**150.00**
LAZEL INC	8/9/2024	4025074	010	$	123,957.00
LAZEL INC Total				**$**	**123,957.00**
LDP INC	8/9/2024	4025103	060	$	2,166.76
LDP INC Total				**$**	**2,166.76**
LEE, LATOYA	8/2/2024	4025030	010	$	2,862.39
LEE, LATOYA Total				**$**	**2,862.39**
LEGENDS OF LEARNING INC.	8/23/2024	4025250	060	$	1,770.00
LEGENDS OF LEARNING INC. Total				**$**	**1,770.00**
LEO'S COMMERCIAL TIRE INC	8/9/2024	4025104	050	$	594.73
	8/2/2024	4025003	050	$	1,091.96
LEO'S COMMERCIAL TIRE INC Total				**$**	**1,686.69**
LILY MILIM CHANG	8/26/2024	4025279	010	$	110.29
LILY MILIM CHANG Total				**$**	**110.29**
LITERACY RESOURCES LLC	8/23/2024	4025251	060	$	6,000.00
LITERACY RESOURCES LLC Total				**$**	**6,000.00**
LITTLE HEROES	8/9/2024	4025124	060	$	92,400.00
	8/16/2024	4025141	060	$	92,400.00
LITTLE HEROES Total				**$**	**184,800.00**
LOREN NICOLE MATA	8/26/2024	4025280	010	$	104.92
LOREN NICOLE MATA Total				**$**	**104.92**
LOWES COMPANIES INC.	8/9/2024	4025119	050	$	204.33
	8/16/2024	4025142	050	$	546.33
	8/23/2024	4025213	050	$	548.96
	8/30/2024	4025327	050	$	578.68
LOWES COMPANIES INC. Total				**$**	**1,878.30**
LOZANO SMITH LLP	8/23/2024	4025229	010	$	946.50
			080	$	6,279.20
LOZANO SMITH LLP Total				**$**	**7,225.70**
LRP PUBLICATIONS INC.	8/9/2024	4025056	010	$	370.00
LRP PUBLICATIONS INC. Total				**$**	**370.00**

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LUIS HERNANDEZ	8/30/2024	4025367	010	$ 221.70
LUIS HERNANDEZ Total				**$ 221.70**
MANUEL LOPEZ	8/30/2024	4025318	010	$ 150.00
MANUEL LOPEZ Total				**$ 150.00**
MARIA CABRERA	8/9/2024	4025057	080	$ 60.97
MARIA CABRERA Total				**$ 60.97**
MARIA JESUS MARTINEZ	8/19/2024	4025196	050	$ 181.80
MARIA JESUS MARTINEZ Total				**$ 181.80**
MARIA RUVALCABA	8/16/2024	4025174	060	$ 80.00
MARIA RUVALCABA Total				**$ 80.00**
MARIA TERESA PATINO	8/16/2024	4025143	010	$ 69.96
MARIA TERESA PATINO Total				**$ 69.96**
MARIANA DESOTO HUGHES	8/9/2024	4025058	060	$ 266.64
MARIANA DESOTO HUGHES Total				**$ 266.64**
MARK L. FARNELL	8/16/2024	4025164	010	$ 132.34
MARK L. FARNELL Total				**$ 132.34**
MAXIM HEALTHCARE SERVICES	8/23/2024	4025263	080	$ 25,117.40
MAXIM HEALTHCARE SERVICES Total				**$ 25,117.40**
MCGRAW-HILL EDUCATION INC.	8/9/2024	4025120	060	$ 12,000.00
MCGRAW-HILL EDUCATION INC. Total				**$ 12,000.00**
MELISSA VAZQUEZ	8/30/2024	4025368	130	$ 116.12
MELISSA VAZQUEZ Total				**$ 116.12**
MEMORY BOOK COMPANY	8/23/2024	4025264	088	$ 1,563.75
MEMORY BOOK COMPANY Total				**$ 1,563.75**
MICHAEL OWEN WRIGHT	8/16/2024	4025189	010	$ 77.11
MICHAEL OWEN WRIGHT Total				**$ 77.11**
MICHELLE MEDINA	8/23/2024	4025230	060	$ 57.49
MICHELLE MEDINA Total				**$ 57.49**
MID AMERICA ADMINISTRATION	8/30/2024	4025386	010	$ 7,291.70
MID AMERICA ADMINISTRATION Total				**$ 7,291.70**
MIRACLE PLAYSYSTEMS INC.	8/30/2024	4025369	210	$ 284,954.99
MIRACLE PLAYSYSTEMS INC. Total				**$ 284,954.99**
MONICA MEZA	8/23/2024	4025214	130	$ 150.00
MONICA MEZA Total				**$ 150.00**
MULTI-HEALTH SYSTEMS INC.	8/23/2024	4025252	080	$ 237.50
MULTI-HEALTH SYSTEMS INC. Total				**$ 237.50**
N2Y	8/9/2024	4025059	080	$ 15,766.90
N2Y Total				**$ 15,766.90**
NANCY ANN HADDOX	8/2/2024	4025031	060	$ 110.00
	8/30/2024	4025328	010	$ 110.00
NANCY ANN HADDOX Total				**$ 220.00**
NCS PEARSON INC.	8/6/2024	4025039	080	$ 82.50
	8/16/2024	4025175	080	$ 533.09
NCS PEARSON INC. Total				**$ 615.59**
NGUYEN, TERESA	8/26/2024	4025281	010	$ 392.32
NGUYEN, TERESA Total				**$ 392.32**
NINYO & MOORE GEOTECHNICAL AND	8/16/2024	4025194	210	$ 3,066.50
	8/30/2024	4025370	210	$ 1,282.50
NINYO & MOORE GEOTECHNICAL AND Total				**$ 4,349.00**
NO TEARS LEARNING	8/16/2024	4025176	080	$ 2,173.04

AP Check Register - Pivot Table Summary by Vendor
August 2024

Vendor Name	Date	Warrant #	Fund	Sum of Amount
NO TEARS LEARNING Total				**$ 2,173.04**
OCCUPATIONAL HEALTH CTR OF CA	8/16/2024	4025165	010	$ 120.00
	8/23/2024	4025253	010	$ 120.00
OCCUPATIONAL HEALTH CTR OF CA Total				**$ 240.00**
OFFICE DEPOT BUSINESS SOLUTION	8/9/2024	4025065	010	$ 854.49
			080	$ 26.82
		4025091	010	$ 9,352.80
			130	$ 1,589.40
	8/2/2024	4025004	010	$ 1,973.69
			080	$ 250.31
		4025016	010	$ 797.32
	8/16/2024	4025153	010	$ 5,386.72
		4025154	010	$ 1,499.91
			080	$ 343.90
			130	$ 79.08
	8/23/2024	4025219	010	$ 4,728.30
		4025240	010	$ 3,799.23
		4025241	010	$ 4,108.39
			050	$ 64.52
			130	$ 157.87
	8/26/2024	4025270	010	$ 4,444.45
	8/30/2024	4025337	010	$ 2,637.95
			080	$ 139.22
		4025338	010	$ 3,474.70
			130	$ 446.87
		4025339	010	$ 3,276.30
		4025359	010	$ 3,295.76
			130	$ 245.82
OFFICE DEPOT BUSINESS SOLUTION Total				**$ 52,973.82**
OLYMPIC MANUFACTURING	8/30/2024	4025319	010	$ 126.11
OLYMPIC MANUFACTURING Total				**$ 126.11**
O'REILLY AUTOMOTIVE STORES INC	8/9/2024	4025121	010	$ 771.90
O'REILLY AUTOMOTIVE STORES INC Total				**$ 771.90**
PALOMA CONTRERAS SERNA	8/9/2024	4025075	060	$ 149.03
	8/16/2024	4025166	010	$ 62.62
PALOMA CONTRERAS SERNA Total				**$ 211.65**
PALOMO RAMIREZ, MARIELA	8/26/2024	4025282	010	$ 222.58
PALOMO RAMIREZ, MARIELA Total				**$ 222.58**
PARTRIDGE CONSULTING INC.	8/9/2024	4025076	080	$ 6,000.00
	8/30/2024	4025353	080	$ 6,000.00
PARTRIDGE CONSULTING INC. Total				**$ 12,000.00**
PEI-NEI LEE	8/26/2024	4025283	010	$ 399.47
PEI-NEI LEE Total				**$ 399.47**
PG&E	8/8/2024	4025043	010	$ 257,160.00
PG&E Total				**$ 257,160.00**
PIZZA MARIA	8/23/2024	4025254	010	$ 214.30
PIZZA MARIA Total				**$ 214.30**
PLAY THERAPY SUPPLY LLC	8/26/2024	4025284	010	$ 91.85
PLAY THERAPY SUPPLY LLC Total				**$ 91.85**
PLUSHY FEELY CORP	8/9/2024	4025085	060	$ 8,500.00

AP Check Register - Pivot Table Summary by Vendor
August 2024

Vendor Name	Date	Warrant #	Fund	Sum of Amount
PLUSHY FEELY CORP Total			$	8,500.00
POWELL, MATTHEW	8/26/2024	4025285	010	$ 394.10
POWELL, MATTHEW Total			$	394.10
PRECISION EMPRISE LLC	8/9/2024	4025122	050	$ 52,046.68
	8/2/2024	4025005	050	$ 31,953.32
PRECISION EMPRISE LLC Total			$	84,000.00
PRE-PAID LEGAL SERVICES INC.	8/30/2024	4025387	010	$ 150.25
PRE-PAID LEGAL SERVICES INC. Total			$	150.25
PRIMO B VELAZQUEZ	8/9/2024	4025105	010	$ 150.00
PRIMO B VELAZQUEZ Total			$	150.00
PROFESSIONAL UNDERWRITERS/	8/29/2024	4025309	010	$ 195,206.00
PROFESSIONAL UNDERWRITERS/ Total			$	195,206.00
PROJECT SUPPORT SERVICES INC	8/30/2024	4025320	210	$ 1,400.00
PROJECT SUPPORT SERVICES INC Total			$	1,400.00
PROTECTED INSURANCE PROGRAM FO	8/21/2024	4025198	670	$ 159,678.17
PROTECTED INSURANCE PROGRAM FO Total			$	159,678.17
QUADIENT FINANCE USA, INC.	8/9/2024	4025077	010	$ 648.99
QUADIENT FINANCE USA, INC. Total			$	648.99
QUICK LIGHT RECYCLING SERVICES	8/30/2024	4025329	050	$ 1,651.98
		4025354	050	$ 369.18
QUICK LIGHT RECYCLING SERVICES Total			$	2,021.16
RAMIREZ, LETICIA	8/30/2024	4025383	010	$ 5,173.49
RAMIREZ, LETICIA Total			$	5,173.49
RANDALL E. KLEIN	8/23/2024	4025215	010	$ 476.00
RANDALL E. KLEIN Total			$	476.00
RAQUEL D HUMMEL	8/26/2024	4025286	010	$ 197.25
RAQUEL D HUMMEL Total			$	197.25
RECOLOGY SOUTH BAY	8/8/2024	4025044	010	$ 18,473.91
	8/16/2024	4025144	010	$ 3,978.92
RECOLOGY SOUTH BAY Total			$	22,452.83
REGINA A CARDENAS	8/19/2024	4025197	050	$ 90.53
REGINA A CARDENAS Total			$	90.53
RENEE MAYNE	8/23/2024	4025255	010	$ 1,050.00
RENEE MAYNE Total			$	1,050.00
RFC WIRELESS INC	8/9/2024	4025106	050	$ 1,116.00
RFC WIRELESS INC Total			$	1,116.00
RICK DELONG	8/30/2024	4025330	010	$ 510.00
RICK DELONG Total			$	510.00
RIPCORD INC	8/30/2024	4025321	010	$ 10,397.08
RIPCORD INC Total			$	10,397.08
RIVAS, KAREEN	8/16/2024	4025190	010	$ 137.50
RIVAS, KAREEN Total			$	137.50
RIVERSIDE ASSESSMENTS LLC	8/16/2024	4025145	080	$ 4,576.96
RIVERSIDE ASSESSMENTS LLC Total			$	4,576.96
RO HEALTH INC.	8/16/2024	4025146	010	$ 16,636.36
	8/30/2024	4025371	010	$ 10,500.65
RO HEALTH INC. Total			$	27,137.01
ROCKETSHIP FUERZA	8/26/2024	4025299	010	$ 233,191.00
		4025307	010	$ 101,361.00
ROCKETSHIP FUERZA Total			$	334,552.00

AP Check Register - Pivot Table Summary by Vendor
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Vendor Name	Date	Warrant #	Fund	Sum of Amount
ROCKETSHIP SI SE PUEDE	8/26/2024	4025300	010	$ 105,454.00
		4025308	010	$ 56,238.00
ROCKETSHIP SI SE PUEDE Total				**$ 161,692.00**
RODAN BUILDERS INC.	8/30/2024	4025322	210	$ 74,111.58
		4025381	210	$ 5,193,611.92
RODAN BUILDERS INC. Total				**$ 5,267,723.50**
RODAN ENTERPRISES INC.	8/9/2024	4025060	010	$ 1,425.00
	8/16/2024	4025167	010	$ 3,918.75
	8/23/2024	4025231	060	$ 534.00
RODAN ENTERPRISES INC. Total				**$ 5,877.75**
ROSELLE GILDORE ANDACA	8/26/2024	4025287	010	$ 178.24
ROSELLE GILDORE ANDACA Total				**$ 178.24**
RR GOYAKLA APACHE	8/30/2024	4025355	080	$ 320.78
RR GOYAKLA APACHE Total				**$ 320.78**
RUIZ LUIS, NOE	8/16/2024	4025177	010	$ 150.00
RUIZ LUIS, NOE Total				**$ 150.00**
RUSSELL SIGLER INC.	8/9/2024	4025107	050	$ 890.03
	8/16/2024	4025191	050	$ 278.22
RUSSELL SIGLER INC. Total				**$ 1,168.25**
RW SMITH	8/16/2024	4025192	130	$ 22,502.99
RW SMITH Total				**$ 22,502.99**
SABRINA ANN RAYBORN	8/26/2024	4025288	010	$ 72.79
SABRINA ANN RAYBORN Total				**$ 72.79**
SACHDEVA, NATASHA	8/26/2024	4025289	010	$ 80.74
SACHDEVA, NATASHA Total				**$ 80.74**
SAN JOAQUIN COUNTY OFFICE	8/2/2024	4025017	010	$ 1,633.72
SAN JOAQUIN COUNTY OFFICE Total				**$ 1,633.72**
SAN JOSE STATE UNIVERSITY	8/16/2024	4025147	060	$ 17,500.00
SAN JOSE STATE UNIVERSITY Total				**$ 17,500.00**
SAN JOSE WATER COMPANY	8/8/2024	4025045	010	$ 107,973.22
SAN JOSE WATER COMPANY Total				**$ 107,973.22**
SAN MATEO COUNTY SCHOOLS	8/8/2024	4025041	670	$ 234,464.87
SAN MATEO COUNTY SCHOOLS Total				**$ 234,464.87**
SANCHEZ, MELANY	8/2/2024	4025018	060	$ 53.95
SANCHEZ, MELANY Total				**$ 53.95**
SANTA CLARA COUNTY SUPT'S	8/23/2024	4025265	010	$ 700.00
SANTA CLARA COUNTY SUPT'S Total				**$ 700.00**
SAVE MART SUPERMARKETS	8/23/2024	4025216	010	$ 199.17
SAVE MART SUPERMARKETS Total				**$ 199.17**
SCHOLASTIC BOOK FAIRS	8/9/2024	4025086	088	$ 2,727.51
SCHOLASTIC BOOK FAIRS Total				**$ 2,727.51**
SCHOOL NURSE SUPPLY INC.	8/23/2024	4025217	010	$ 188.61
SCHOOL NURSE SUPPLY INC. Total				**$ 188.61**
SCHOOL SERVICES OF CALIFORNIA	8/2/2024	4025019	010	$ 4,680.00
SCHOOL SERVICES OF CALIFORNIA Total				**$ 4,680.00**
SECOND START LEARNING	8/9/2024	4025108	080	$ 3,602.00
SECOND START LEARNING Total				**$ 3,602.00**
SECURITY ALERT SYSTEMS	8/23/2024	4025232	010	$ 660.00
SECURITY ALERT SYSTEMS Total				**$ 660.00**
SELF INSURED SCHOOLS OF	8/15/2024	4025126	670	$ 910,668.00

AP Check Register - Pivot Table Summary by Vendor
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Vendor Name	Date	Warrant #	Fund	Sum of Amount
SELF INSURED SCHOOLS OF Total			$	910,668.00
SERVICE STATION SYSTEMS	8/9/2024	4025109	010	$ 275.00
	8/30/2024	4025356	010	$ 275.00
SERVICE STATION SYSTEMS Total			$	550.00
SEVERIN INTERMEDIATE HOLDINGS	8/2/2024	4025006	010	$ 37,657.70
	8/30/2024	4025357	010	$ 79,466.30
SEVERIN INTERMEDIATE HOLDINGS Total			$	117,124.00
SFCC INTERMEDIATEHOLDINGS INC	8/9/2024	4025061	010	$ 198.84
		4025087	010	$ 200.71
	8/16/2024	4025168	060	$ 198.85
		4025178	010	$ 595.65
			060	$ 202.60
	8/23/2024	4025233	010	$ 197.05
		4025266	010	$ 112.48
SFCC INTERMEDIATEHOLDINGS INC Total			$	1,706.18
SHAWN LEWIS	8/9/2024	4025062	060	$ 263.96
SHAWN LEWIS Total			$	263.96
SILICON VALLEY MATHEMATICS	8/9/2024	4025063	060	$ 7,000.00
SILICON VALLEY MATHEMATICS Total			$	7,000.00
SIXTH DIMENSION PMCM INC	8/30/2024	4025372	210	$ 52,308.25
		4025382	210	$ 20,056.50
SIXTH DIMENSION PMCM INC Total			$	72,364.75
SOUTHERN COUNTIES LUBRICANTS	8/9/2024	4025110	010	$ 13,730.72
	8/30/2024	4025331	010	$ 14,347.26
SOUTHERN COUNTIES LUBRICANTS Total			$	28,077.98
SPRINGBOARD COLLABORATIVE	8/2/2024	4025020	060	$ 154,311.70
		4025022	060	$ 22,912.00
	8/16/2024	4025169	060	$ 52,982.00
SPRINGBOARD COLLABORATIVE Total			$	230,205.70
SPURR	8/26/2024	4025301	010	$ 1,736.88
SPURR Total			$	1,736.88
SQUARE GROVE LLC	8/16/2024	4025170	010	$ 1,497.34
SQUARE GROVE LLC Total			$	1,497.34
STARFALL EDUCATION FOUNDATION	8/23/2024	4025256	060	$ 355.00
STARFALL EDUCATION FOUNDATION Total			$	355.00
STATE OF CALIFORNIA	8/30/2024	4025373	010	$ 851.00
STATE OF CALIFORNIA Total			$	851.00
STATEWIDE TRAFFIC SAFETY AND	8/9/2024	4025123	050	$ 254.36
STATEWIDE TRAFFIC SAFETY AND Total			$	254.36
STEVEN WAYNE DOTY	8/2/2024	4025032	050	$ 210.00
STEVEN WAYNE DOTY Total			$	210.00
STLR CORPORATION	8/23/2024	4025234	010	$ 370.00
STLR CORPORATION Total			$	370.00
STUDIO W ASSOCIATES INC.	8/9/2024	4025078	210	$ 23,808.70
		4025088	210	$ 7,731.75
STUDIO W ASSOCIATES INC. Total			$	31,540.45
SUNBELT STAFFING LLC	8/9/2024	4025079	080	$ 3,045.00
SUNBELT STAFFING LLC Total			$	3,045.00
SUPER AUTO CARE SERVICES LLC	8/23/2024	4025235	010	$ 104.62
SUPER AUTO CARE SERVICES LLC Total			$	104.62

AP Check Register - Pivot Table Summary by Vendor
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Vendor Name	Date	Warrant #	Fund	Sum of Amount
SVA ARCHITECTS INC.	8/30/2024	4025374	210	$ 4,950.00
SVA ARCHITECTS INC. Total				**$ 4,950.00**
SYSCO SAN FRANCISCO INC.	8/15/2024	4025132	130	$ 2,966.06
SYSCO SAN FRANCISCO INC. Total				**$ 2,966.06**
SYSERCO INC.	8/23/2024	4025236	050	$ 27,077.00
SYSERCO INC. Total				**$ 27,077.00**
SYTECH SOLUTIONS INC.	8/9/2024	4025089	010	$ 2,100.00
	8/2/2024	4025033	010	$ 4,800.00
SYTECH SOLUTIONS INC. Total				**$ 6,900.00**
TANYA GRACE GUERRERO	8/16/2024	4025179	010	$ 146.57
TANYA GRACE GUERRERO Total				**$ 146.57**
TARGET SPECIALTY PRODUCTS	8/16/2024	4025148	050	$ 2,763.23
TARGET SPECIALTY PRODUCTS Total				**$ 2,763.23**
TEACHER CREATED MATERIALS INC.	8/2/2024	4025034	010	$ 8,721.18
TEACHER CREATED MATERIALS INC. Total				**$ 8,721.18**
TEACHERS' CURRICULUM	8/30/2024	4025332	060	$ 14,736.75
TEACHERS' CURRICULUM Total				**$ 14,736.75**
TEAMSTERS LOCAL #150	8/30/2024	4025388	010	$ 9,955.00
TEAMSTERS LOCAL #150 Total				**$ 9,955.00**
TEAMSTERS MANAGED TRUST FUNDS	8/9/2024	4025080	670	$ 233,161.00
TEAMSTERS MANAGED TRUST FUNDS Total				**$ 233,161.00**
THE CREEKSIDE SCHOOL	8/30/2024	4025333	080	$ 10,802.00
THE CREEKSIDE SCHOOL Total				**$ 10,802.00**
THE DANIELSEN COMPANY	8/15/2024	4025133	130	$ 6,467.28
THE DANIELSEN COMPANY Total				**$ 6,467.28**
THE ENVISIONEERS INC	8/23/2024	4025257	060	$ 42,495.88
THE ENVISIONEERS INC Total				**$ 42,495.88**
THE PAPE' GROUP INC	8/23/2024	4025237	010	$ 600.00
THE PAPE' GROUP INC Total				**$ 600.00**
THE PROPHET CORPORATION	8/23/2024	4025267	010	$ 310.47
THE PROPHET CORPORATION Total				**$ 310.47**
THINK TOGETHER	8/9/2024	4025111	060	$ 164,064.20
	8/22/2024	4025204	120	$ 58,658.00
	8/23/2024	4025238	060	$ 158,851.00
THINK TOGETHER Total				**$ 381,573.20**
THINKMAP INC.	8/16/2024	4025149	060	$ 2,250.00
THINKMAP INC. Total				**$ 2,250.00**
THU HONG THI TRAN	8/26/2024	4025290	010	$ 200.00
THU HONG THI TRAN Total				**$ 200.00**
TINA Q SHRUM	8/26/2024	4025291	010	$ 87.54
TINA Q SHRUM Total				**$ 87.54**
TIYANNA TAMAYO	8/9/2024	4025064	080	$ 32.16
TIYANNA TAMAYO Total				**$ 32.16**
TRANG NGUYEN	8/23/2024	4025268	080	$ 107.20
TRANG NGUYEN Total				**$ 107.20**
TSG ENTERPRISES INC.	8/9/2024	4025081	210	$ 4,288.00
TSG ENTERPRISES INC. Total				**$ 4,288.00**
TURF STAR	8/30/2024	4025334	050	$ 485.00
TURF STAR Total				**$ 485.00**
U.S. BANK	8/15/2024	4025125	010	$ 7,135.59

AP Check Register - Pivot Table Summary by Vendor
August 2024

Vendor Name	Date	Warrant #	Fund		Sum of Amount
U.S. BANK	45519	4025125	080	$	2,400.00
U.S. BANK Total				**$**	**9,535.59**
UBEO MIDCO LLC	8/2/2024	4025038	010	$	617.48
			060	$	649.34
			080	$	298.26
UBEO MIDCO LLC Total				**$**	**1,565.08**
ULINE INC	8/9/2024	4025090	010	$	1,801.71
ULINE INC Total				**$**	**1,801.71**
UNITED PARCEL SERVICE	8/2/2024	4025035	010	$	188.81
	8/23/2024	4025239	010	$	135.45
UNITED PARCEL SERVICE Total				**$**	**324.26**
UNITED REFRIGERATION INC.	8/9/2024	4025112	050	$	1,768.15
	8/2/2024	4025007	050	$	195.35
		4025036	050	$	1,429.07
	8/16/2024	4025193	050	$	72.32
UNITED REFRIGERATION INC. Total				**$**	**3,464.89**
VALLEY TRANSPORTATION AUTH.	8/15/2024	4025127	060	$	2,605.00
VALLEY TRANSPORTATION AUTH. Total				**$**	**2,605.00**
VAZQUEZ GONZALEZ, LORENA	8/1/2024	4024997	010	$	342.54
VAZQUEZ GONZALEZ, LORENA Total				**$**	**342.54**
W.W. GRAINGER INC.	8/16/2024	4025150	050	$	144.94
W.W. GRAINGER INC. Total				**$**	**144.94**
WARDS AUTO SUPPLY INC	8/23/2024	4025218	010	$	3,383.86
WARDS AUTO SUPPLY INC Total				**$**	**3,383.86**
WATER QUALITY PLUMBING INC	8/2/2024	4025037	050	$	225.00
WATER QUALITY PLUMBING INC Total				**$**	**225.00**
WAYSIDE PUBLISHING	8/30/2024	4025335	060	$	2,390.22
WAYSIDE PUBLISHING Total				**$**	**2,390.22**
WEX Health Inc	8/16/2024	4025180	670	$	60.00
WEX Health Inc Total				**$**	**60.00**
WOWZY CREATION CORP.	8/16/2024	4025151	010	$	312.81
	8/23/2024	4025269	010	$	166.71
WOWZY CREATION CORP. Total				**$**	**479.52**
YIP HUNG HO	8/23/2024	4025258	010	$	221.70
YIP HUNG HO Total				**$**	**221.70**
YMCA OF SILICON VALLEY	8/16/2024	4025152	060	$	155,400.00
	8/30/2024	4025358	010	$	11,550.00
YMCA OF SILICON VALLEY Total				**$**	**166,950.00**
Grand Total				**$**	**13,176,578.23**

15.05

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: August 30, 2024

Subject: **Approve Bond Contracts/Extensions**

Staff Analysis: The District has received a summarized list of bond contracts/extensions dates September 12, 2024.

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

Submitted by: Teresa DeCelles TD Title: Assistant Superintendent, Business Services

To the Board of Trustees:

Recommend Approval

15.05
Agenda Placement

Meeting: September 12, 2024
Regular Board Meeting

Emmanuel Barbara, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Alum Rock Union Elementary School District
September 12, 2024 Board Meeting

BOND CONTRACTS/EXTENSIONS

CONTRACTOR NAME	DATE OF SERVICE	COST	PURPOSE
Project Support Services Inc.	09/13/24	$ 60,375.00	Contractor will provide Phase II Additional work at Dorsa,Russo/McEntee, & Painter school sites (BD 248063).
MK Consulting Services	09/13/24	$ 10,000.00	Contractor will perform Inspector of Record Services related to the HVAC and Roofing Upgrades at the District Office; Project No. 9 RFP No 2324-Bonds13.
Ninyo and Moore Geotechnical and Environmental Sciences Consultants	09/13/24	$ 7,750.00	Contractor will perform hazardous materials Consulting services related to HVAC and Roofing Upgrades; Amendment No. 1 for Project No. 9 at the District Office.
JTEC Project & Construction; Dabri Inc.; and Wilsey Ham	09/13/24	$ No Cost	Pool of Construction Management Services will allow for the addition of service providers to the existing pool of qualified construction management service providers for a term of up to five years; RFQ B2324-Bonds14.

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

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

Subject: **Phase II additional work scope and contract extension with Project Support Services Inc. This extension will be for an additional year beginning July 1, 2024 through June 30, 2025. Additional Phase II work scope includes 3 school sites: Dorsa, Russo/McEntee, & Painter. The cost of services is not to exceed $60,375.00 and will be added to the existing P.O. #BD248063.**

Current P.O. Amount	$114,700.00
Additional Phase II Scope	$60,375.00
Updated P.O. Total Amount	$175,075.00

Staff Analysis: The term of the PSS Inc. agreement shall be extended for an additional one-year term and the additional scope of Phase II services is added to the existing P.O.

Recommendation: Staff recommends the Board of Trustees approve the time to extend the original contract for an additional one-year and the additional Phase II scope and cost with PSS Inc.

Prepared by: Marc Freitas Title: Director of Bonds Department

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

To the Board of Trustees: Meeting: September 12, 2024

Regular Board Meeting

Recommended Approval

Agenda Placement

Emmanuel Barbara, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

PROJECT SUPPORT SERVICES

Contact: Natassia Melendrez
Email: Natassia@psscert.com
Cell: 909.538.3053
Office: 714.602.8400

August 21, 2024

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

RE: Proposal for DSA Project Closeout & Certification
Phase II: Execution & Closeout

Dear Kolvira Chheng:

Thank you for allowing Project Support Services (PSS) to present this proposal for DSA project closeout and certification assistance Phase II Execution and Closeout. PSS is a woman-owned business that saves our clients time and money by putting our expertise to work by:

- Managing the Division of State Architect (DSA) process on new projects,
- Resolving DSA issues with ongoing projects,
- Achieving closeout on completed, but non-certified, projects,
- Training client staff on DSA requirements,
- Scanning, organizing, managing, and archiving plans and project files, and
- Maintaining inventory of relocatables.

Project Support Services Qualifications

PSS Principal Natassia Melendrez has over 17 years of experience in working with the Division of State Architect. PSS has helped California school districts complete the DSA closeout process for hundreds of non-certified K-12 and Higher Education projects. Many of these were projects the Districts and their consultant teams thought could not be closed, with some dating as far back as 1964.

The projects' closeouts had issues with documentation such as:

- Missing change orders,
- Deferred approvals,
- Revisions,
- Non-compliant scopes of work,
- Non-compliant test results,
- Missing DSA-6 by the original Project Inspector,
- Fire sprinkler systems,
- Fire alarm systems,
- ADA compliance, or
- Missing in-plant reports.

Contact: Natassia Melendrez
Email: Natassia@psscert.com
Cell: 909.538.3053
Office: 714.602.8400

PSS is able to resolve project closeout issues in a short period of time because of our knowledge of DSA requirements. We have also worked hard to build and maintain a strong working relationship and positive reputation with DSA staff.

Clients

- ABC Unified School District
- Bassett Unified School District
- Covina-Valley Unified School District
- Downey Unified School District
- Glendora Unified School District
- Hawthorne Elementary School District
- Inglewood Unified School District
- Manhattan Beach Unified School District
- Montebello Unified School District
- Norwalk-La Mirada Unified School District
- Palos Verdes Peninsula Unified School District
- Redondo Beach Unified School District
- San Marcos Unified School District
- Wiseburn Elementary School District
- Cerritos Community College District
- College of the Desert
- Long Beach Community College District
- Mt. San Jacinto Community College District
- Rancho Santiago Community College District
- South Orange County Community College District
- San Mateo Union High School District

Please visit our website at www.psscert.com for additional information about the firm.

Background

The Alum Rock Union School District in San Jose is nestled in the beautiful foothills of the Santa Clara Valley in the San Francisco Bay Area. Alum Rock is a family-oriented community committed to its children and schools. Alum Rock Union School District operates 3 TK-8 schools, 14 elementary schools, 4 middle schools. With numerous buildings and portables, the Facilities Department oversees the capital improvement program funded by the community passed bond measures. As a result of each local or state bond passing the District has a result of **24 non-certified projects with the Division of State Architect. Project Support Services has assisted the District in certifying 26 projects. The District is focused on certifying 5 projects notated on this proposal.**

PROJECT SUPPORT SERVICES

Contact: Natassia Melendrez
Email: Natassia@psscert.com
Cell: 909.538.3053
Office: 714.602.8400

Scope of Services

This proposal specifically covers Phase II tasks. After our evaluation from Phase I we clarified the scope of work required for the remaining projects, this proposal will be submitted to the District as a Phase II, in which we will execute the plan of action agreed upon to close out the project.

Specific tasks related to Phase II include:

Phase II Execution & Closeout

- Complete closeout per plan of action agreed upon with the Facilities Department and Division of State Architect.
- Project manage the closeout and document control of the verified report forms.
- Create project closeout packets, provide copies for the District, upload to DSA box and mail to DSA for final review of certification.

Compensation & Completion

The services described above will be provided at an hourly rate of **$175.00 per Project Closeout Manager** and shall not exceed the amount of **$60,375.00 for Phase** II unless authorized by the Alum Rock Union School District.

Non Certified Project List

App ID	Project Name	Certified Letter Type	Hours
01-52027	DORSA ELEM	#3-Close of File w/o Certification - Exceptions	60
01-60076	LESTER SHIELDS ELEMENTARY	#3-Close of File w/o Certification - Exceptions	60
01-101712	BEN PAINTER	#3-Close of File w/o Certification - Exceptions	60
01-104152	ANTHONY J. DORSA ELEMENTARY SCHOOL	#3-Close of File w/o Certification - Exceptions	60
01-106531	PAINTER ELEMENTARY SCHOOL	#3-Close of File w/o Certification - Exceptions	60

Total Hours: 300

Administrative Support Services

- Project Control Fee $7,875.00

PROJECT SUPPORT SERVICES

Contact: Natassia Melendrez
Email: Natassia@psscert.com
Cell: 909.538.3053
Office: 714.602.8400

Additional Services

Should the District seek any additional services required beyond the original scope of work PSS will submit a separate proposal.

Terms & Conditions

- Prices submitted are considered firm for 60 days until contract is signed.
- Payment terms are net 30 days from invoice date. Invoices will be generated monthly throughout the duration of the project.

Reimbursable Expenses

The District shall reimburse PSS at a cost, a reasonable sum for out-of-pocket expenses listed below, that are incurred and paid for by PSS in furtherance of performance of our obligations under this agreement. PSS will add a 15% markup fee for all charges listed below. However, we shall be reimbursed only to the extent that such expenses are generated in connection with the operation of projects assigned and only to the extent authorized by Alum Rock Union School District.

- Scanning of plans retrieved by the Division of State Architect.
- Express shipping, overnight mail, messenger, courier, or delivery services.
- Printing of oversized file and documents for closeout.

Again, we appreciate the opportunity to provide you with this proposal. Please feel free to contact me at 909.538.3053 with any questions.

Respectfully,
Project Support Services

Accepted:

x _____	x _____
Natassia Melendrez	Kolvira Chheng
President & CEO	Assistant Superintendent of Business Services
Project Support Services Inc.	Alum Rock Union School District

Purchase Order

No. BD 248063

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: 300616 Phone: (714)602-8400
Fax: -
Email: natassia@psscert.com

TO: PROJECT SUPPORT SERVICES INC
9036 PULSAR COURT, SUITE B
CORONA CA 92883

PO DATE	SUBMITTED BY	SITE NAME	REQ. NO.
12/13/2023	MINH TANG	FACILITIES	242019
TERMS	OCT.23 #6.01 BONDS **FOB**	MARC FREITAS **DELIVERY DATE**	

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	STORES #
			PLEASE ENTER OUR ORDER FOR THE FOLLOWING			
01	1		*********SERVICE CONTRACT********* PSS WILL WORK WITH DISTRICT AND CAMPUS STAFF. DSA STAFF PROJECT ARCHITECT AND THEIR DESIGN TEAM AND INSPECTORS TO RESOLVE AND CLOSE OUT ADDITIONAL 17 SITES THAT HAVE REMAINED CLOSED WITHOUT CERTIFICATION, INCLUDING RESEARCH, EVALUATION FOR EACH PROJECT (SEE PROPOSAL FOR MORE DETAILS). TERM: 10/12/2023-06/30/2024 BOARD APPROVED OCTOBER 12, 2023	0.00	0.00	000000
02	1		CONSTANT FEE	104,700.00	104,700.00	000000
03	1		ALLOWANCE	10,000.00	10,000.00	000000
				Sub Total	114,700.00	
				Tax	0.00	
				Shipping & Handling	0.00	
				PO Total	114,700.00	

PO VENDOR INSTRUCTIONS

1. Invoices should be sent to Alum Rock District at the address show above.
2. Above purchase order number must appear on all invoices and packing slips.
3. NOTE: District will not honor any commitment made without a purchase order.
4. This purchase order can't be processed for payment until all articles are delivered, unless written permission is obtained.
5. The total amount of the purchase including tax and shipping c harges shall not exceed the amount shown by more than 10% unless written permission is obtained from purchasing dept.
6. Make no substitutions unless specifically authorized in writing.
7. All articles must conform to all CAL-OSHA safety codes. Send all MSDS reports with orders.
8. No backorders.

By _____
AUTHORIZED SIGNATURE

VENDOR COPY

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

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

Subject: **Approve MK Consulting Services to perform Inspector of Record services related to the HVAC and Roofing Upgrades at the District Office.**

Staff Analysis: The District released RFP No. 2324-Bonds13, Project No. 9 (Construction Services) for HVAC and Roofing upgrades on May 15, 2024. This project will include work in the District Office IT Server Room, Superintendent's Office, and Building 100 of the District Office. An Inspector of Record (IOR) is required to ensure all code prescribed inspections are performed.

The District received the following three (3) bid/proposals for Inspector of Record (IOR):

Firm Name:	Bid/Proposal Amount:
MK Consulting Inc.	$10,000
Urbanski Construction Inspection	$18,500
Advanced Inspections Inc.	$29,400

Recommendation: Staff recommends the Board of Trustees approve the proposal and contract with MK Consulting Inc. in the amount of not to exceed $10,000 dollars.

Prepared 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: September 12, 2024

Recommended Approval

Agenda Placement

Emmanuel Barbara, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

Proposal Inspection Services ARUSD HVAC and Roofing Upgrades at the District Office

MK Consulting Inc.

August 6, 2024

MK CONSULTING
2209 Spencer Ct, Santa Cruz, CA 95062

1

MK Consulting Inc.

08/06/24

Chris Moreno
VPCS
450 Chadbourne rd,Ste B,
Fairfield, CA 94534

RE: Inspection Services ARUSD HVAC and Roofing Upgrades at the District Office

Thank you for the opportunity to submit a proposal. MK Consulting Inc. confirms that I will perform all inspection services as requested in accordance with the approved construction documents.

- Copy of current DSA Class 1 Certification
- Copy of current Certificate of Insurance policies
- Copy of completed detailed account summary and justification of the proposed hourly rate

As requested, I have forwarded via email a copy of this proposal for your review.

If you have any questions or require additional information please contact me at 209-768-9733 or MKconsulting111@gmail.com.

Sincerely,

Matthew Koenig

Name: Matthew Koenig
Title: CEO
Date: 08/06/24

Approval Signature:

Name:
Title:
Date:

MK Consulting Inc.

Hourly rate for a DSA Class 1 IOR and administrative support includes (Please see attached worksheets)

*Overhead including but not limited to the following:

- Wages and benefits
- Insurance including: General liability, professional liability, commercial auto and excess/umbrella policy maintained per contract requirements
- Computer hardware and software
- Computer printer and paper
- Business licenses
- Maintaining required OSHPD and other certifications
- Continuing education

MK Consulting Inc.

Contract Inspector Labor Rate Worksheet

Item	Hourly Rate
Base Labor Rate	$105.00
Pension	$10.00
Health and Welfare	$10.00
Burden: Taxes and Insurance	
FICA	$4.30
Medicare	$1.00
Federal Unemployment	$0.55
California Unemployment	$4.30
California Disability Insurance	$1.15
Workers Compensation	$0.55
General Liability	$1.85
Auto Liability	$0.40
Excess Umbrella	$0.40
Professional Liability	$5.50

Inspection services not to exceed $10,000. Inspection services will be billed each month based on construction completion.

Urbanski Construction Inspection

1525 Gold Finch Ct, Gilroy Ca 95020

408-605-3715

Proposal for IOR Services

8-8-2024

UCI would like to propose IOR Inspection Services for the Alum Rock – ARUSD HVAC & Roofing Upgrades.

UCI will provide IOR services at an hourly rate of $110 per hour for regular hours.

The total cost of this proposal to provide these services over the duration of the project is estimated to be $18,500.00

ADVANCED INSPECTIONS INC

381 15th Ave
San Francisco, CA 94118
(510) 962-2254

August 9th, 2024

To: Chris Moreno

From: Jason Polyzos

Mr Moreno,

Please find our proposal for the DSA inspection services of the following project:

Alum Rock Union School District – ARUSD HVAC and Roofing Upgrades, District Office

Projects Duration:

8/19/24 – 11/22/24

Project Breakdown:

Part time inspection and duties per Title 24, Part 1 (Sections 4-333 and 4-342)

Non-DSA rate = $105 per hour.

20 hours per week X 14 weeks = 280 hours
280 hours x $105 = $29,400 per project

Total contract amount: $29,400

Sincerely,

8/09/24

Jason Polyzos
President, Advanced Inspections Inc.
DSA Class 1 Inspector #5818

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Board of Trustees: Date: August 22, 2024

Subject: **Approve Amendment No. 1 for Project No. 9 (HVAC and Roofing Upgrades at the District Office) with Ninyo and Moore Geotechnical and Environmental Sciences Consultants.**

Staff Analysis: On June 13, 2024 the Board of Trustees approved the contract agreement with Ninyo and Moore for Project No. 9. Ninyo and Moore were to perform hazardous materials consulting services related to the HVAC and Roofing upgrades project being done at the district office.

The original contract is being amended to include hazardous material abatement monitoring and oversight during the planned hazardous building materials abatement activities being performed in building 100 at the district office. Also, in order to comply with the additional required inspections, the term of the original agreement is being extended from June 25, 2024 to November 30, 2024.

Item	Amount
Original Contract Amount	$ 3,780.00
Change Order	$ 7,750.00
New Contract Total	$11,530.00

Recommendation: Staff recommends the Board of Trustees approve Amendment No. 1 in the amount of $7,750 dollars and extend the term of the original contract to November 30, 2024 with Ninyo and Moore for abatement monitoring and oversight services.

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

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

To the Board of Trustees: Meeting: September 12, 2024

Recommended Approval

Agenda Placement

Emmanuel Barbara, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

AMENDMENT NO. 1 to:

Ninyo & Moore Geotechnical and Environmental Sciences Consultants

Hazardous Materials Consulting Services

This Amendment No. 1 ("Amendment") amends the Agreement for Ninyo & Moore for Hazardous Materials Consulting Services which was entered into by and between the Alum Rock Union School District ("District") and Ninyo & Moore Consultant") (together, "Parties") as follows:

RECITALS

WHEREAS, the Parties entered into the Agreement effective as of June 13, 2024 in order for Consultant to provide hazardous material required inspections and sign off ("Consultant Services"); and

WHEREAS, the Parties now desire to amend and supplement the Agreement to increase the original cost of the Agreement; and

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

1. **Amendments to Agreement.**

Section 1. (Services), Section 2. (Term), and Section 4. (Compensation) of the Agreement hereby amended to include as follows:

Consultant will perform hazardous material abatement monitoring, and oversight during the planned hazardous building materials abatement activities in building 100 at the district office. Also, in order to comply with the additional required inspections, the term of this contract is extended from June 25, 2024 to November 30, 2024.

Original Contract Amount	**$ 3,780.00**
Change Order	**$ 7,750.00**
New Contract Total	**$11,530.00**

2. **Provisions of the Agreement Reaffirmed.**

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

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

Dated: _____, 2024

Alum Rock Union School District

By: _____

Print Name: _____

Print Title: _____

Dated: ___8/23___, 2024

Ninyo & Moore Geotechnical and Environmental Sciences Consultants

By: William P. Larkin

Print Name: William P. Larkin

Print Title: Principal Env. Scientist

Ninyo & Moore
Geotechnical & Environmental Sciences Consultants

May 7, 2024
Proposal No. 09OAK03-01725

Mr. Chris Moreno
Van Pelt Construction Services
450 Chadbourne Road, Suite B
Fairfield, California 94534

Subject: Proposal for Limited Hazardous Building Materials Survey and Abatement Monitoring/Oversight
Administration Building 100
Alum Rock Union School District
2930 Gay Avenue
San Jose, California 95127

Dear Mr. Moreno:

In accordance with your request, Ninyo & Moore is pleased to provide this proposal to the Alum Rock Union School District (ARUSD/Client) to perform a limited hazardous building material survey (HBMS) and follow-on abatement oversight/monitoring at the Administration Building (Building 100) located on the main ARUSD campus at 2930 Gay Avenue in San Jose, California. It is our understanding that the entire roof and various areas with the Administration Building will be affected by the proposed renovations/upgrades. Ninyo & Moore's proposed scope of services within the work areas are as follows:

Hazardous Building Materials Survey

- Project coordination and review of any relevant hazardous materials reports/information and/or project documents/architectural diagrams provided by the Client (past hazardous materials sampling reports, as-built diagrams, etc.), if available.
- Visual assessment of accessible areas of proposed work areas to evaluate the possible presence of asbestos-containing materials (ACMs) and lead-containing materials (LCMs).
- Performance of bulk sampling, collection and analysis of suspect ACMs by polarized light microscopy (PLM). Sample analysis by an independent, state-certified laboratory for asbestos content will be conducted according to United States Environmental Protection Agency (EPA) protocols as found in the Asbestos Hazard Emergency Response Act (Code of Federal Regulations, Section 40, Part 763).

- Collection of potential lead-containing material (LCM) samples and submittal of these samples for laboratory analysis by an independent, state-certified laboratory. Sample analysis for lead content will be conducted according to EPA protocol as found in SW-846, using EPA Test Method 7420.

- Observance and quantification of miscellaneous hazardous building materials (fluorescent light tubes and associated light ballasts, air handling equipment, thermostats, etc.), which may contain gases, oils, mercury and/or poly-chlorinated biphenyls for example. These materials will not be sampled and/or tested for hazardous materials concentrations. Universal waste classification and planned recycling is included in these activities.

- Preparation of a summary sampling report for the site building which will describe our sampling protocols and the suspect materials assessed through Ninyo & Moore's sampling activities. The report will include a site description, a sample location map, laboratory test information, tables summarizing the building materials assessed with estimated quantities of identified materials, and conclusions and recommendations.

- Based upon a review of the findings of the hazardous materials sampling survey/reports for the site building, abatement specifications will be developed by Ninyo & Moore. These specifications and drawings will help the selected abatement contractor to locate and remove identified hazardous building materials in a safe, legal and expeditious way.

Abatement Monitoring/Oversight

- Perimeter air monitoring during the removal/abatement of identified hazardous building materials (asbestos, lead, etc.) from abatement work areas within the Administration Building. Collection and analysis of perimeter air samples by phase contrast microscopy (PCM). Sample analysis by a state-certified, independent laboratory will be conducted according to Environmental Protection Agency (EPA) protocols as found in the Asbestos Hazard Emergency Response Act (Code of Federal Regulations, Section 40, Part 763).

- Visual monitoring/oversight during the removal of the afore-mentioned ACMs.

- Visual clearance and clearance air monitoring activities subsequent to the removal/abatement of asbestos-containing materials (ACMs) from abatement work areas within the Administration Building.

- Collection and analysis of the clearance air samples will be accomplished by PCM.

- Preparation of a close-out report which will present our data and summarize the abatement activities and abated materials. The report will include a site description, air sampling laboratory test information, tables summarizing the air sampling results, our daily field reports, and training and medical clearance information of the abatement workers performing the abatement work.

ASSUMPTIONS

The following assumptions will be used by Ninyo & Moore during this project:

- Diagrams of the site building (as current as possible) will be provided by the Client to be used as the basis for bulk sampling location figures.
- Destructive sampling techniques will be implemented during these sampling activities (only on the roof).
- Once mobilized to the site, a 4-hour minimum will apply.
- Our scope of work does not include the implementation of abatement oversight/monitoring and the development of an associated close-out report.

COMPENSATION/FEE BREAKDOWN

We propose to provide the services presented herein on a lump-sum basis in accordance with the following:

Hazardous Building Materials Survey

1. *Field Work Activities (Visual Inspection, Equipment/Supplies, and Suspect ACM/LCM/PCBCM Sampling):* **$1,300**
2. *Bulk Material Laboratory Analysis - 40 suspect bulk ACM/LCM sample analyses at $12 each with a standard 3-day turn-around time*: **$480**
3. *HBMS Report Preparation*: **$1,000**
4. Abatement Specifications/Drawings: **$1,000**

Our total lump-sum fee for this phase of the project will be **$3,780** (**Three Thousand Seven Hundred Eighty Dollars**).

Abatement Monitoring/Oversight

Our fee for the hazardous materials abatement monitoring/oversight services presented above is **$1,250 per 8-hour day/shift**, inclusive of all air sampling analytical costs. Based upon an estimated five days of asbestos abatement oversight activities, our lump-sum fee would be **$6,250** (**Six Thousand Two Hundred and Fifty Dollars)**. A close-out report chronicling the abatement and oversight activities (including air sampling results and analytical data) will be developed for a lump-sum fee of **$1,500** (**One Thousand Five Hundred Dollars**). Therefore, our total fee for this phase of the project will be **$7,750** (**Seven Thousand Seven Hundred and Fifty Dollars**).

Ninyo & Moore
Geotechnical & Environmental Sciences Consultants

The total lump-sum fee for ***all*** of the above-referenced scope of services will be **$11,530** (**Eleven Thousand Five Hundred and Thirty Dollars**).

If this proposal is acceptable, please provide formal authorization for us to proceed. Please contact us with any questions. We appreciate this opportunity to be of service to the ARUSD.

Sincerely,
NINYO & MOORE



William P. Larkin
Principal Environmental Scientist
DOSH Certified Asbestos Consultant
(No. 99-2688)
DPH Lead-Related Construction
Inspector/Assessor and Project Monitor
(Nos. 1284/1285)

Distribution: (1) Addressee

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: August 29, 2024

To the Superintendent of Schools

Subject: **Approval of Pool for Construction Management Services**

Staff Analysis: On June 20, 2024 the District released Request for Qualifications (RFQ) No. 2324-Bonds14 for Construction Management Services. Approval of this Board item will allow for the addition of qualified service providers to the Districts existing CM pool.

As a result of the release of this RFQ, the District received three (3) new proposals for the following firms:

- ❖ JTEC Project & Construction Management
- ❖ Dabri Inc.
- ❖ Wilsey Ham

There is no cost associated for this pool of Construction Management Service providers. Each specific project will require proposals be submitted as needed.

Recommendation: Staff recommends the Board of Trustees accept the above listed construction management providers be added to the Districts current Construction Management Services pool, for a term of up to five (5) years.

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

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

To the Board of Trustees: Meeting: September 12, 2024

Regular Board Meeting

Recommended Approval

Agenda Placement

Emmanuel Barbara, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

Copy for Reproduction

Total Pages - 25

The following pages containing proprietary information have been removed:

Tab 6 - Fees (1 page)

Statement of Qualifications for Jtec PMCM, Inc.

in Response to

Alum Rock Union School District's

Request for Qualifications
For Construction Management Services -
RFQ No. 2324-Bonds14

Jtec PMCM, Inc.
180 Grand Ave., Suite 900
Oakland, CA 94612
510.444.7111
www.jtechcm.com

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TAB 6
Fees

APPENDIX



Mr. Marc Freitas
Director of Facilities, Bonds & Leases
Alum Rock Union Elementary School District
2930 Gay Avenue, San Jose, CA 95127

July 17, 2024

Dear Marc,

Thank you for the opportunity to submit our statement of qualifications in response to Alum Rock Union Elementary School District's Construction Management Services RFQ/P. As the individual authorized to speak for the firm and the primary point of contact during the evaluation process, I am pleased to present our response and a brief description of why Jtec is well qualified and can meet the on-going construction management service needs at the various district campuses.

Based on our team's experience, and as illustrated in this response, we are excited about this contract. As your steward, our team will complete each project to ensure a successful outcome, including being on-budget, on-schedule and with a successful, quality delivery.

Project Team & Experience. Specializing in project and construction management projects, the Jtec team brings maturity, experience, and knowledge of projects in similar size and scope. We consistently achieve the highest standards successfully delivering educational facilities through advanced thinking in building planning, programming, and construction management. Throughout our years in business, we have worked with many educational institutions achieving first-rate results with attention to detail. We thoroughly understand how to manage phased projects to ensure the safety of staff, teachers, students, and the public; are mindful of the strict educational schedules that must be adhered to, and with minimal disruptions to their campus.

Budget Adherence. Our budget adherence is also second to none and we have saved our clients millions of dollars by being mindful and respectful of budgets, change orders and contractor requests. We understand how changes in the field can impact overall construction budgets and will work seamlessly with the district to understand those issues, vet them completely and develop an approach that has the district's best interests in mind.

Jtec's Commitment. Jtec's corporate philosophy can be summarized in two words: **Commitment** and **Trust.** We are committed to providing you our most qualified personnel and our fullest attention in addressing the challenges involved that will be involved in each assignment. We take pride in contributing to the achievements of our clients and will work to establish a successful relationship based on trust, honesty, and integrity.

We look forward to helping make the Alum Rock Union Elementary School District projects the greatest success they can be and achieving the district's goals and drivers. We are confident that our assembled team will provide added value through project controls, leadership, and dedication to you.

Declarations. Jtec received a copy of Alum Rock Union School District's form of Construction Management Services Agreement ("Agreement") attached as Appendix 'A' to the RFQ/P. Jtec has reviewed the indemnity provisions and professional liability insurance provisions contained in the Agreement. If given the opportunity to contract with Alum Rock Union Elementary School District, Jtec has no objections to the use of the Agreement.

Jtec received a copy of Alum Rock Union School District's form of Agreement attached as Appendix "A" to the RFQ/P. Jtec has reviewed the "Conduct on Project Site and Fingerprinting" provisions contained in the Agreement, and if selected, agrees to comply with the terms of those provisions and Education Code section 45125.01, including, but not limited to, submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees.

Jtec certifies that no official or employee of the district, nor any business entity in which an official of the district has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract(s), nor that any such person will be employed in the performance of any/all contract(s) without immediate divulgence of this fact to the district.

By virtue of submission of this Statement of Qualifications, Jtec declares that all information provided is true and correct.

Thank you for your consideration as you evaluate our proposal. We look forward to the next steps in your selection process.

Sincerely yours,

Tom Hyder, Principal in Charge
thyder@jtechcm.com

BUSINESS INFORMATION

Company Name, Address, Phone, Fax and Location of Solicited Services
Jtec
180 Grand Ave, Suite 900
Oakland, CA 94612
(510) 444-7111 (Phone)
(510) 444-7109 (Fax)

Website
www.jtechcm.com

Name and Email of Main Contact
Tom Hyder, Principal-in-Charge
thyder@jtechcm.com

Federal Tax I.D. Number
41-2089763

California Business License Number
2503789

Type of Organization
Jtec is a corporation and SBE certified by the State of California. Please see our SBE certification in the Appendix.

Certificate of Insurance
Please see a copy of our Certificate of Insurance in the Appendix.

Number of Employees
22 total employees

Firm History
Since 2000, under our given name, Jtec has been providing 24 years of comprehensive project and construction management services, with a specialty in projects for educational institutions.

Jtec was founded on several fundamental principles:

- Provide the highest level of project/construction management expertise at the most competitive price
- Be an innovator in delivering time-sensitive projects
- Ensure a high-quality construction product that meets the demand in today's competitive marketplace

Jtec takes pride in our ability to adapt to our customer's needs regardless of the project's size, timing, complexity or duration, and we routinely and simultaneously manage multiple projects for our clients.

Subconsultants
While we have in-house cost estimating expertise, we have worked with Leland Saylor Associates, a Disabled Veteran Business Enterprise (DVBE), since our inception to provide third party estimating capabilities on numerous projects. Leland Saylor Associates is a cost estimating firm with specialized expertise in education related projects. We look forward to having Leland Saylor Associates as part of our team for any cost estimating related services.

Name: Leland Saylor Associates
Address: 1777 Oakland Blvd. Suite 103, Walnut Creek, CA 94596
Phone and Fax: (415) 291-3200 I F: (415) 291-3201
Website: www.lelandsaylor.com
Main Contact: Mike Parkyn, Managing Cost Estimator, mparkyn@lelandsaylor.com
Federal Tax I.D. Number: 94-3262532
Year Established: 1997
Number of Employees: 34



EXECUTIVE SUMMARY: APPROACH AND FIRM QUALIFICATIONS

Provide a statement demonstrating your firm's or team's ability to accomplish the scope of services in a comprehensive and thorough manner with an aggressive schedule in order to meet the District's goal of moving projects into construction within the earliest possible time frame.

Jtec has been providing comprehensive project management and construction management services since our founding in 2000 for educational institutions. We have the capacity and expertise to provide full project management and construction management services for the Alum Rock Union Elementary School District.

We fully understand the scope required to successfully support the Alum Rock Union Elementary School District (ARUESD) projects and also understand that the scope of work would be finalized upon award and negotiation of the Professional Services Agreement. Our work, at minimum, would include:

Project Oversight

- Coordinate and consult with ARUESD's Director, the District's consulting team, the District's design team, the District's Program Management team, and the project inspector to develop, plan, coordinate, organize, and manage the Project assigned.
- Monitor and advise ARUESD as to all material developments in the project.
- Develop and maintain a master schedule for the assigned project, which identifies critical path milestones. Facilitate pull planning sessions as needed.
- Provide construction cost estimating as required on any individual project.
- Develop and maintain a master budget for the assigned project.
- Be the focal point for all communications to and from the construction contractor(s).
- Perform constructability reviews, determine construction feasibility, availability of materials and labor, time requirements for installation and construction, and factors relating to cost.
- Provide and maintain management presence on the project site(s).
- Monitor, manage, and report on requirements established by the ARUESD's SWPPP consultant.
- Attend and report at community meetings as required.
- Attend school board meetings if required.

Project Reporting

- Maintain reporting systems for the project, including without limitation, for the scope, sequencing, scheduling, budgets, and communication.
- Maintain weekly and monthly progress reports, including progress photos.
- Maintain accurate project cost accounting records.
- Prepare and implement methods to budget and track all expenditures on the project and generate reports to the district, and maintain district's financial reporting systems as they relate to the project, with accountability for delivering projects within established budgets.
- Prepare and implement methods to track and report the schedule status for the project.
- Prepare project accounting reports as required for the quarterly Citizens Oversight Committee.
- Monitor, track, and certify all costs associated with changes in the work.
- Ensure DIR reporting requirements are followed.

Project Support

- Attend and provide updates at district board meetings, and prepare various weekly and monthly reports, background materials, preliminary materials, and all other district-required materials for board meetings.
- Assist the district, as applicable, in pre-qualifying bidders if prequalification is permitted or required by the district; generating and increasing interest among qualified bidders; advertising to solicit bids for the project; coordinating delivery of the bid documents to the bidders; and reviewing submitted bids. Perform outreach efforts to increase contractor response.
- Organize and maintain all records, correspondence, contracts, research analysis, and all other material related to the design, bidding, and construction.
- Track and maintain logs of submittals, RFI's, construction change documents, change order requests, and approved change orders.
- Certify and track monthly progress payments.

Other Project Estimating

- Provide estimating services in connection with other projects that are provided by the district or program manager.



As indicated in this response, Jtec provides complete program management, project management and construction management services to educational clients. This section outlines a comprehensive approach for the planning, coordination, scheduling, tracking and monitoring activities that will be conducted for each projects for Alum Rock Union Elementary School District. In the case of providing services to simultaneously ongoing projects, our team is well-experienced and highly qualified to manage multiple projects at a time while also providing individual attention to each project.

Preconstruction Phase

Jtec's approach to providing efficient and comprehensive management for the programming and design phases of the projects for the ARUESD projects is outlined below. Our task is to manage scope and expectations on each project, and to mitigate risks for the district and the project team.

From an overview perspective, Jtec works in partnership with the district staff and stakeholders throughout the entire project. We are an extension of the district and are representing your best interests throughout the projects. This means that we have open and consistent communication and will be working in partnership with the ARUESD and stakeholders to ensure that your objectives are being met within budget, scope and schedule.

In addition, Jtec will be overseeing the activities of the design and construction teams. To that end, we will be evaluating the overall team by addressing the following:

- Reviewing the proposal to be sure all scope and owner goals have been addressed
- Producing a cost estimate and analyzing the proposed fees against this estimate
- Evaluating the breakdown of fees by phase to ensure adequate fees to cover each phase
- Evaluating adequacy of staff assigned to each phase of work
- Reviewing scope and deliverables proposed for each phase to ensure the ARUESD will be receiving appropriate documentation at each phase
- During the CD phase, providing a constructability review to include discipline coordination and clash detection
- FF&E design management including early procurement (as required)
- IT design management
- Depending on the delivery method selected, involved the general contractor early (if possible) to address constructability, cost estimating, value engineering and schedule development
- Overseeing the general contractor's increasing involvement as the project transitions from the design to construction phase
- Ensuring that the general contractor is providing cost estimates at major milestones and participates in on-going value engineering efforts

Our approach for each project starts with a fully integrated team, encouraging the free flow of information, participation and collaboration of team members. Participants include ARUESD stakeholders, program management team, the design team, general contractor, and major subcontractors under the leadership of Jtec. It our responsibility to help the district move projects into construction at the earliest possible time frame. In order to accomplish this we address the following.

- **Team Building** – We will build relationships that will tie the people of our organizations together. Projects will be designed and built by an integrated team, so through a discussion of issues, expressions of vision, and the bringing forward of lessons learned, we can set the foundation of our success.
- **Program Validation** – We will assist architect in organizing sessions to fine tune the program and understand all of its implications and connections to ensure that all District standards and stakeholder agreed upon priorities are met.
- **Budget & Schedule** – We will review and reconcile the budget. We will validate the schedule and sequence.
- **Transparency** - We will prepare and explain procedures and ensure transparency to you.
- **Systems** - We will present all project management systems planned to be installed and determined via discussion of your desired interface points.



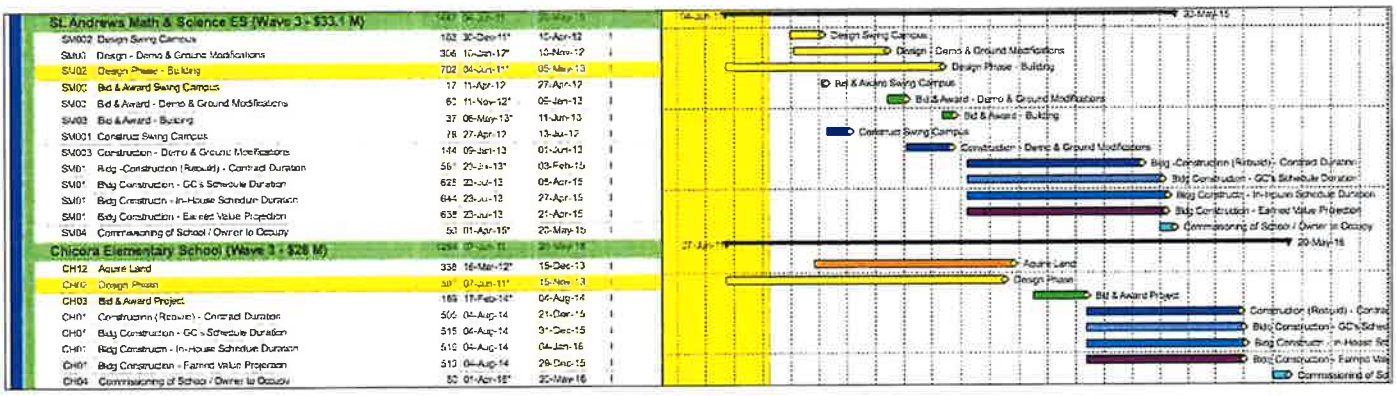
A key element to keep projects on schedule and expediting their schedules lies in the ability to engage all appropriate stakeholders on a regular basis. A successful strategy to ensure this collaboration is to plan and schedule on-going meetings far in advance so that all the players' schedules can be accommodated and still are able to provide meaningful input. One of our strategies is to identify the meetings in advance and to prepare a detailed schedule identifying each and as well as all milestones. Our typical approach to aggressive schedule management includes:

- Establish major milestones
- Allow for delays due to unexpected conditions
- Forecast sequence of events
- Identify critical path activities
- Contractors' participation in the process
- Take a proactive stand in the management of the process

More specifically, related to schedule management, the Jtec team will ensure on-time and expedited delivery through our strategic approach to every project that includes:

- **Master Schedule** – develop and use to track all projects and expose critical path activities for review, allowing adjustments to maintain task and overall deadlines.
- **Entitlements/Agency Approvals** - Pre-document meeting with the local jurisdictions and DSA; introduce program team; confirm all entitlement/agency approval requirements, expectations and conditions of planning approval and CEQA certifications (as applicable); interface proactively with the various agencies during the approval and permitting process
- **CEQA** – track requirement, preparation, submittal and certification (as applicable)
- **Design Sequence** - Ensure all design stakeholders are using the approved design criteria
- **Construction Logistics and Phasing** - Properly schedule/ sequence infrastructure projects; apply for all permits as early as possible
- **BIM integration** – Use to ensure clash detection and system modeling
- **Change Management** – All change requests, regardless of source (District/user requests, changed regulations, coordination, discovered conditions, etc.) will be tracked for schedule/budget impact and overall program priority prior to approval by the ARUESD. Mitigation measures will be explored prior to any adjustment to overall or detailed schedule deadlines.
- **Resolve Disputes Expeditiously** - Start with an agreed and transparent Issues Log. Create a dispute resolution process.

Jtec has an excellent track record of delivering projects on time or ahead of schedule. We have maintained ongoing working relationships on multiple project assignments with various clients throughout California which is a testament to our commitment to schedule adherence.



Describe your firm's approach to cost estimating, including some history of cost estimates versus actual bid amount, on three (3) school projects awarded in the last five (5) years. Include at least two (2) examples of similar projects and change order percentages.

As indicated above in this response, Jtec is sometimes responsible for providing full cost estimating services for an individual project and in other instances is responsible for reviewing cost estimates provided by the design and/or construction team on projects. We have worked with Leland Saylor Associates - cost estimators - since our inception and they will be working as part of the Jtec team to provide cost estimating services to the ARUESD.

Our team's approach to cost estimating is to provide full estimating services during the initial phases of projects including reconciling scope against budget at project kick-off, providing real-time estimating throughout all phases of design with cost estimates at key project milestones. In addition, we provide construction phase cost management services including construction document quality assurance/control review, validation of pre-change order documentation, and change order review services.

In the last five years, Leland Saylor Associates has provided cost estimating services on numerous education projects encompassing both large and small scale project types. They have an excellent track record of providing accurate estimates that are proven against the actual bid.

The following page includes examples of education project cost estimates.

Representative school projects within the last five (5) years:

PROJECT	ESTIMATE	BID	CHANGE ORDER %
San Lorenzo USD **Lorenzo Manor Elementary School** Modernization and New Classroom Wing	$2,067,455	$2,600,000	3% Scope changes
San Lorenzo USD **Colonial Acres Elementary School** New Classroom Building	$3,494,358	$3,593,267	6% Scope changes
San Lorenzo USD **Bohannon Middle School** Accessibility and Security Modernization	$2,980,000	$3,527,833	Project on budget
San Lorenzo USD **Arroyo High School** New Modular Classroom Buildings	$6,347,609	$6,484,500	Project under budget
San Lorenzo USD **San Lorenzo High School** New Classroom Buildings	$5,299,277	$5,543,943	Project under budget
Fremont USD **Hopkins Middle School** Modernization and New Construction	$54,143,514	$53,988,60	Project under budget
Fremont USD **Centerville Middle School** Modernization and New Construction	$59,487,399	$59,062,550	Project under budget

Describe your firm's approach to quality control/assurance procedures, including coordination of DSA final certification.

Jtec regards quality assurance and quality control paramount to the success of each and every project. These are critical components which must be adhered to continually to assure on-going success for all assignments. The Jtec approach to quality assurance and quality control begins with the development communication of project goals to all parties on the project.

The Jtec team monitors the project during both design and construction to ensure that the agreed-upon quality level is met. To minimize construction issues and potential change orders, our team reviews design documents and specifications as they are developed, reviews construction details, and coordinates all design disciplines. We will provide our comments on these reviews and recommend changes when necessary.

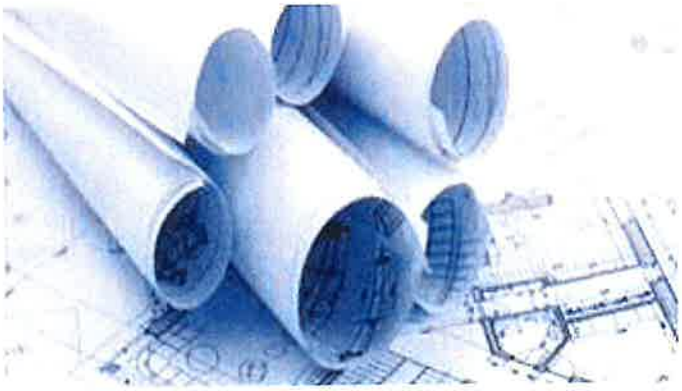
During the design phase of the project, we review all design documents for constructability and standardization across all team documents. We work directly with the specific architectural firm to be sure they are part of the collaborative team and fully vested in the process at the outset of each assignment. We work to be sure all district communication and feedback during the design phase has been incorporated into the final construction documents.

Describe the approach to compliance with Project requirements and conformance with Federal/State/Local applicable code requirements.

Jtec's approach to conformance with Federal/State/Local applicable code requirements is described below in the question about DSA experience. However, Jtec understands all code requirements related to the work that will be required for the ARUESD and can expedite approvals on any project for the district.

All documents are thoroughly reviewed for constructability, design intent, are within cost and schedule parameters, and are fully coordinated amongst all of the team members and the general contractors.

In terms of DSA Final Certification, Jtec team members have worked with DSA for many years. We have a thorough understanding of DSA process for review as well as project close-out. We know that our project is not complete until it is closed out by DSA and have that role specifically assigned to a team member at the onset of the project. He ensures all the deadlines and document requirements are met, and ushers the project through the DSA closeout process. As a result, most of our projects are successfully closed out within six months. In addition, we have had to assist districts in closing out projects completed by other firms prior to commencing work. We are ready to assist the ARUESD in this close-out process.



Describe your firm's experience with providing estimating services in connection with assisting with planning the implementation of a Master Facilities Plan.

The Jtec team routinely works with educational clients to provide estimating services in conjunction with the development of implementation plans for a District-Wide Master Facilities Plan. We work closely with the master planning team, District and program managers to develop the prioritized list of projects and phasing over the life of the district and bond funding. A key element in developing the prioritization of projects is having accurate and complete cost estimates.

The Jtec team is highly skilled in developing estimates at the conceptual stage of campus master plans, taking into consideration, marketplace conditions, materials availability, construction staffing/ availability and other nuances. We not only provide these types of services for educational clients but for other clients that are getting determining project viability and/or securing funding in order to move a project ahead.

Part of our approach in developing accurate estimates in this phase includes:

- Identifying everything not included in drawings
- Scoping every project from "scratch", rather than assuming all project types are the same
- Collaborating with other industry estimating professionals in the subcontracting community
- Using the cost database that we have created and customized to local marketplace conditions

Master plan estimating is based on historical costs from other similar projects combined with evaluating local marketplace conditions. As with any construction project, identifying the unique qualities of the building - structural make-up, soils issues, sloped vs. flat site, etc. – all is important and has an impact on developing accurate costs.

Describe your firm's experience with construction cost reduction measures such as, but not limited to, value engineering in design and construction.

Jtec believes that **value engineering** is a process of checks and balances throughout the life of a project. We work closely with the design and construction team throughout the design phases to determine the best options and most cost-effective building components. Throughout a project, we examine product/material alternatives, analyze options, develop implementation plans, mitigate schedule overruns, and decrease costs without diminishing quality in order to ensure that the district is receiving the best value for the available budget. In addition in some instances, when warranted, we hold formal value engineering sessions as a further strategy to control and/or reduce costs. During these sessions, in addition to our team of design and construction experts, our cost estimator Leland Saylor Associates is participating – providing real-time cost estimates of solutions in order to achieve the desired scope and budget for each project.

Another strategy for cost reduction is to conduct a **life cycle cost analysis** on every project. We ensure that the design team has gathered information directly from the ARUESD maintenance staff to determine the products they have had success with and has integrated cost information gathered for each system along with potential energy and cost savings. Evaluations are then made on all building systems to determine if cost savings can be achieved for both first cost and life cycle operating and maintenance costs for the district.

A further cost reduction strategy is to consider **bid alternates.** These are typically incorporated only when there are unpredictable fluctuations in the construction market, or if the district requests a cost validation of an item. Bid alternates can also be used to create options for a district to select from once the primary work has been bid.

Demonstrate your firm's flexibility in adapting to the changing needs and priorities of a K-12 school district.

Jtec has extensive experience with the rapidly changing needs and priorities of educational facilities. The ever-evolving pedagogies, student needs, and methodologies are part of every master plan, design and construction project. We remain flexible to design changes that arise due to changes in requirements and work directly with the district, architect, contractors and other stakeholders to discuss any needed modifications and how those changes will affect budget and schedule. We also consider any changes to long-lead items, supply chain issues, and updates to material orders.

We also work quickly to modify any facility closures and shutdowns and how those changes affect local utilities, traffic detours and community impact. Jtec works to communicate those changes quickly and thoroughly to all potentially affected parties.

For longer-term priority changes we continually collaborate and discuss any facility priority changes and look closely at any phasing modifications that need to be made and any trickle-down effect on future projects that each change will create. Our goal is to create seamless projects that meet the goals and objectives of the district as a whole with flexibility and adaptability built into the approach.



Describe your experience with DSA, working within DSA processes, and other state agencies.

Jtec has substantial experience in gaining approvals with reviewing and approval agencies. For education projects, we will work closely with the architect to ensure timely approval with DSA. We support the architect in understanding potential DSA concerns as early as possible. This means holding preliminary meetings with the agency as needed to identify scope expectations and discuss budget constraints. This activity establishes a collaborative relationship that sets the stage for a smoother review and approvals process.

Jtec is quite knowledgeable in all aspects of the planning and environmental process, as well as the internal procedures and requirements of the California Department of Education (CDE), Office of Public School Construction (OPSC), and State Allocation Board (SAB). We frequently assist districts in achieving CDE-facility standards and have in-house specialists who help facilitate state funding applications. Our staff also has experience in helping districts maximize new construction and modernization funding, including improvements through facility hardship.

The DSA certification and closeout process begins at the start of each project. Understanding the importance of the roles under the DSA Box format, we ensure that everyone understands his or her role and how essential each team member is in creating a seamless process through the entire project assignment. We are intimately involved with the DSA Certification process and have a thorough knowledge of DSA Box and the forms and documents required. We work closely with the DSA staff to thoroughly explain each project and set the goals and parameters at the project's outset. It is through early and consistent communication that we are able to answer questions and guide each project through the process with the least amount of disruption and delay.

In addition to DSA, Jtec also ensures that the design team has obtained local fire authorities' approval of projects ensuring their ability to deliver life safety services at each site. We also monitor other agency approvals as required including local Public Works, County Health, and DTSC. As indicated in previous sections, we review drawings for conformity with the Uniform Building Code (UBC), California Code of Regulations (Titles 19 and 21), and the California Building Code (formerly Title 24 of the California Code of Regulations) on every project.

DSA
DIVISION OF THE STATE ARCHITECT
DEPARTMENT OF GENERAL SERVICES

Identify established methods and approaches utilized by your firm to successfully meet completion deadlines, and provide examples demonstrating effective use of stated methods and approaches.

As indicated in the first question in this section, Jtec has a specific approach to the management of the overall project schedule during both the design and construction phases of any project. Please refer to that question for those details.

However, in addition to the information already provided, Jtec believes that the best projects come from the input of all users/stakeholders, not just a select group of individuals. In support of that idea we believe that the architects must present design options that afford the users/stakeholders an opportunity to discuss and evaluate different solutions which ultimately fosters a consensus-driven decision making process.

Jtec works with the design team to create a simple process so that everyone involved can participate and communicate openly. Regardless of a project's size, we pride ourselves on being able to reach consensus and move stakeholders to sign off on the design. Jtec also oversees the development and maintenance of the construction schedules for every project. Jtec ensures that the contractor begins the development of this schedule very early in the preconstruction process (if on board), continually refining it as additional information becomes available. For education projects, we pay particular attention to the scheduling of work to be conducted during school vacation and break periods as well as the proper ordering of long lead items.

Much later in the process, when the Specific Trade Related Schedule based on input from the appropriate subcontractors is complete, a meeting is held with all subcontractors to iron out any details.

A primary goal is to ensure that the entire project team has confidence in the schedule. The team needs to be able to plan – not react. And, when schedules are executed with both creative and common-sense input, they not only assist in planning and communications, but help to lead, motivate, and get results.

Please see the following page for an example.

Project Example - Loma Linda University

As an example, Jtec's strategic thinking, on a very large, multi-phased project for Loma Linda University, at the 50% design development milestone, Jtec implemented Lean Construction practices throughout the project moving forward. This included pull scheduling to identify the critical path for each phase as well as the overall project. Because this was a design/build project, we also used the subcontractors for contract document review to minimize shop drawing design during construction. This process enabled us to review thousands of RFIs during the design window, resulting in reduced RFIs during the initial construction phases and ultimately accelerating construction and adhering to schedule.



Provide a statement of your work plan including your firm's present workload and number of current projects, and where possible, projected workload for the coming two years, which should include available staff.



The team proposed will be finalizing the work on several projects within the next six months. (Jtec is currently engaged in eight projects). We have evaluated the workload of all of our proposed staff members for this contract. We are confident that our team members will be available, are well-prepared, and are ready to provide comprehensive project management and construction management services on any individual assignment or simultaneous assignment through this contract.

Once we have had the opportunity to meet with the Alum Rock UESD to discuss a specific project's priorities, available funding flow, delivery methods, and overall schedules, we would be happy to develop a specific staffing plan for that individual project.

Further, we anticipate our team to be available to the Alum Rock UESD for the next two years provided there is available workload from the district for the team.

RELEVANT K-12 PROJECT EXPERIENCE

Provide a comprehensive narrative of the construction and project management services offered by your firm in the last ten (10) years on at least five (5) K-12 educational projects.

Jtec is experienced in providing comprehensive project management and construction management services to our education clients.

Our team's experience includes new construction as well as additions, remodels, and modernizations to existing facilities for classrooms, libraries, multipurpose rooms, science classrooms, art and music spaces, maker spaces, food service, and visual and performing arts buildings. We also have extensive experience with site/utility improvements, campus traffic flow, pick up and drop off circulation and parking.

Jtec's experience on educational campuses is robust and holistic, meaning we take all of the elements that are required for a well-running program – schedule understanding, stakeholder needs, student requirements, changing priorities, flexible learning environments, demographic needs and parity, and sustainability – and serve as an extension of your staff. We monitor day-to-day activities and ensure that our client's needs for quality, schedule, budget, and communication are met and exceeded.



Please see five representative K-12 projects below followed by additional selected education project examples.

PROJECT TYPE: New Construction; Renovations; Site Improvements; & Modernizations

SCOPE: CM/PM Services

CONSTRUCTION COSTS:
Budget: $2,067,455
Bid: $2,600,000
Final: $2,691,515

DELIVERY METHOD: Design-Bid-Build/Lump Sum

START & END DATES: 12/17/ 20 - 09/15/21

NOC: 9/15/21 / **DSA CERT:** 3/18/22

RFI'S & CHANGE ORDERS: $91,515
3 Change orders; 38 RFIs

KEY INDIVIDUALS:
Mark Zygutis

SUBCONSULTANTS
Contractor: Mar Con Builders
Architect: DSK Architects
Electrical: Belden Consulting Engineers
Mechanical/Plumbing: H&M Mechanical Group

PROJECT REFERENCE
Behrooz Danish, Ph.D., PE, PMP
Director of Facilities and Construction
San Lorenzo Unified School District
510.317.4600
bdanish@slzusd.org

LORENZO MANOR ELEMENTARY SCHOOL MODERNIZATION AND NEW CLASSROOM WING

San Lorenzo USD I Hayward, CA I 41,930 SF

Jtec provided project and construction management services for both a new classroom wing as well as numerous modernizations at the Lorenzo Manor Elementary School campus. The project also included campus site improvements including new fencing, existing fencing and pathway repair, new exterior gates and playground surface improvements. Additional interior classroom renovations were undertaken for ADA compliance.

The new classroom wing consists of various spaces which include a kitchen, multipurpose room, music room and stage, administrative and counseling offices as well as storage space. New classroom spaces include those for Pre-K, kindergarten and elementary school age-appropriate areas. The kindergarten and Pre-K areas also include private toilet areas within each classroom space and their own play yards.

New security features were included in the new classroom wing including electronic locks on all classroom and hallway doors, new exterior door signage, new doors, and hardware, security improvements at the campus main entry, pedestrian accessible gates with panic hardware, and seismic gas shut-off valves. The project also included the demolition and removal of a portable classroom building.



COLONIAL ACRES ELEMENTARY SCHOOL NEW CLASSROOM BUILDING

San Lorenzo USD | Hayward, CA | 6,000 SF

PROJECT TYPE : New Construction; Site Work; & Exterior Renovations

SCOPE: CM/PM Services

CONSTRUCTION COSTS:
Budget: $3,500,000
Bid: $3,464,000
Final: $3,695,574.19

DELIVERY METHOD: Design-Bid-Build/Lump Sum

START & END DATES: 3/13/17 - 8/15/18

RFI'S & CHANGE ORDERS: $231,574.19
3 Change orders; 34 RFIs

NOC: 8/27/18 / **DSA CERT:** 9/24/19

KEY INDIVIDUALS
Mark Zygutis

SUBCONSULTANTS
Architect: Plum Architects
Structural: Cornerstone Structural Engineers
Electrical: O'Mahony & Myer
Mechanical Eng.: MHC Engineers
Civil: Clark Civil Engineering
Landscape: Carducci & Associates

PROJECT REFERENCE
Behrooz Danish, Ph.D., PE, PMP
Director of Facilities and Construction
San Lorenzo Unified School District
510.317.4600
bdanish@slzusd.org

Jtec provided project and construction management services for a new, ground-up $3.6M classroom building. The project included site work and utilities. The building consists of a single story 6,000 SF building that houses five classrooms, ADA accessible restrooms and an ADA accessible single sex restroom. The building also included a security system, fencing and cameras. Additional security measures including electronic locks that would facilitate emergency campus-wide lock-down capabilities.

In addition to the new classroom building, the project included the removal of two existing portable classrooms from the campus as well as alternation of the existing playground including repaving of surfaces, additional benches and landscaping and minor exterior renovations.



BOHANNON MIDDLE SCHOOL ACCESSIBILITY AND SECURITY MODERNIZATION

San Lorenzo USD | Hayward, CA | 74,790 SF

PROJECT TYPE: Safety & Security Upgrades

SCOPE: CM/PM Services

CONSTRUCTION COSTS
Budget: $3,919,814
Bid: $3,527,833
Final: $3,745,262

DELIVERY METHOD: Lump Sum

START & END DATES: 8/22/21 - 10/15/21

RFI'S & CHANGE ORDERS
2 Change Orders; 41 RFIs

NOC: 10/18/21 / **DSA CERT:** 3/7/22

KEY INDIVIDUALS
Mark Zygutis

SUBCONSULTANTS
Architect: DSK Architects
Mechanical/Plumbing: H&M Mechanical Group
Electrical: Belden Consulting Engineers

PROJECT REFERENCE
Behrooz Danish, Ph.D., PE, PMP
Director of Facilities and Construction
San Lorenzo Unified School District
510.317.4600
bdanish@slzusd.org

Jtec provided project and construction management services for safety and security upgrades at the Bohannon Middle School campus. The campus encompasses 17.86 acres. The project included perimeter fencing and gate modernization as necessary across the campus grounds. Modernizations also included the replacement of non-functioning or non-ADA accessible doors; new video intercom doorbell system at the main entry door; new electronic locks on all exterior doors; restroom renovations and accessibility upgrades including fixtures, floors, walls and partitions; and, drinking fountain replacement for ADA compliance and the addition of water bottle filling stations.

The project also included additional accessibility improvements across the campus including accessibility signage; accessible parking and drop-off updates for both the visitor lot and east staff parking lot; and, accessible path of travel improvements including sidewalk and other pavement locations.



PROJECT TYPE: New Modular Classrooms; Site Work

SCOPE: CM/PM Services

CONSTRUCTION COSTS
Budget: $6,700,000
Bid: $3,704,800 (American Modular Systems - 3 Modular Classrooms); $2,779,700 (Cal Pacific Construction - Site & Prep)
Final: $5,900,000

DELIVERY METHOD: Multi-prime

START & END DATES: 6/2/21-12/23/23

RFI'S & CHANGE ORDERS
3 Change orders; 60 RFIs

NOC: 6/2/21 / **DSA CERT:** 10/13/21

KEY INDIVIDUALS
Mark Zygutis

SUBCONSULTANTS
Contractor: American Modular Systems
Architect: DSK Architects
Civil: CSW / ST2
Electrical: WKM Electrical Consultants
Landscape: ANLA Associates

PROJECT REFERENCE
Behrooz Danish, Ph.D., PE, PMP
Director of Facilities and Construction
San Lorenzo Unified School District
510.317.4600
bdanish@slzusd.org

ARROYO HIGH SCHOOL
NEW MODULAR CLASSROOM BUILDINGS

San Lorenzo USD I Hayward, CA I 5,575 SF (Building 1) & 6,700 SF (Buildings 2 and 3)

Jtec provided project and construction management services for the preparation of the site and the installation of three new modular classroom buildings on the Arroyo High School campus. The project included:

- Excavation for rat slab necessary for the modular classroom installation
- Installation of equipment inside the modular buildings including television monitors, ceiling hoist systems and building signage
- Electrical and low voltage work inside the buildings which included security, fire alarm systems, public address systems, data and internet, underground conduits and electronic door locks
- Utility connections
- Installation of two new metal canopies and required foundations
- Installation of new landscaping, irrigation, paving and outdoor gathering area hardscapes that included new paving and striping on parking lots, demolition of an existing site wall, and relocation of existing storage containers



The project included with demolition of existing portable classrooms and fencing.

PROJECT TYPE: Safety & Security Upgrades

SCOPE: CM/PM Services

CONSTRUCTION COSTS
Budget: $4,700,000
Bid: $4,500,000
Final: TBD

DELIVERY METHOD: Multi-Prime

START & END DATES: 6/1/21 - In Progress

RFI'S & CHANGE ORDERS
3 Change Orders; 18 RFIs

NOC: TBD; **DSA CERT:** TBD

KEY INDIVIDUALS
Mark Zygutis

SUBCONSULTANTS
General Contractor: Robert A. Bothman
Contractor: American Modular Systems
Architect: DSK Architects
Civil: CSW / ST2
Electrical: WKM Electrical Consultants
Landscape: ANLA Associates

PROJECT REFERENCE
Behrooz Danish, Ph.D., PE, PMP
Director of Facilities and Construction
San Lorenzo Unified School District
510.317.4600
bdanish@slzusd.org

SAN LORENZO HIGH SCHOOL
NEW CLASSROOM BUILDINGS

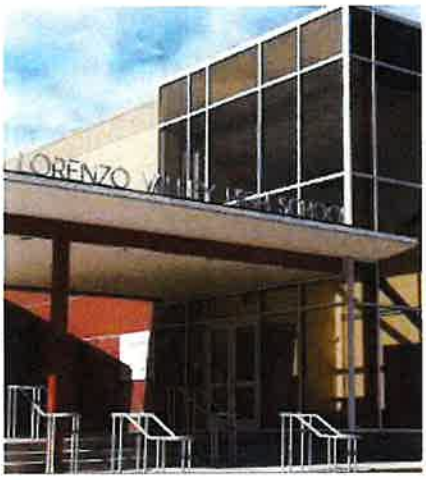
San Lorenzo USD I Hayward, CA I 9,310 SF

Jtec provided construction and project management services for the preparation of the site and the installation of three new modular classroom buildings on the San Lorenzo High School campus. The project includes:

- Excavation for rat slab installation necessary for the modular classroom installation
- Installation of equipment inside the modular buildings including television monitors, ceiling hoist systems and building signage
- Electrical and low voltage work inside the buildings which included security, fire alarm systems, public address systems, data and Internet, underground conduits and electronic door locks
- Utility connections
- Installation of two new metal canopies and required foundations
- Installation of new landscaping, irrigation, paving and outdoor gathering area hardscapes. The hardscaping work included new paving and striping on parking lots, demolition of an existing site wall, and relocation of existing storage containers.



ADDITIONAL PROJECT EXPERIENCE



BOND PROGRAM - SAN LORENZO UNIFIED SCHOOL DISTRICT

Jtec provided project and construction management services for all projects for the $130M Measure B and $83M Measure O San Lorenzo USD bond programs. We have been responsible for over 15+ projects on various sites throughout the district. The district spans several cities and includes 18 total schools: five high schools, four middle schools, and nine elementary schools serving more than 12,300 students.

More specifically, Jtec provided program management, project/construction management services including project controls, RFP/RFQ review and development, and potentially will also provide bond management and oversight. Projects include a variety of modernization/ upgrades as well as portable relocation, new classroom buildings, kitchen renovations, ADA improvements, landscape and site improvements, asbestos/mold mitigation and HVAC modernization and additions. re-roofing, fire alarm upgrades and site improvements.



NEW CAMPUS DEVELOPMENT AND ROADRUNNER MOTORS PROJECTS COLLEGE OF THE DESERT

Palm Springs: This project encompasses a 325,306 SF facility on a 1.28M SF site. Buildings to be constructed include a hospitality institute including a hotel, private villa, event center/ culinary building, accelerator building, campus support services, central utility plant, pedestrian sky bridge, and underground parking.

Roadrunner Motors Auto: Responsible for creating the project budget and schedule, this new 20,000 SF facility will be an automotive and technology training center and include classrooms, innovation labs, faculty offices and auto shops.



SMALL CAPITAL IMPROVEMENT PROJECTS - LOMA LINDA UNIVERSITY

Jtec provided project and construction management for the $1.3B campus transformation project at Loma Linda University. This project included a new 16-story hospital replacement, renovation of the existing facility, one new parking garage, site work and seismic upgrades to the existing facilities. The state-of-the-art medical facility also includes classrooms and training facilities, meeting and conference spaces, and offices for administrative staff. Concurrent with the large hospital project, Jtec was asked to provide project management and construction management services for 50+ small projects cosmetic upgrades, ADA, office renovations, medical space modifications and parking.



OTHER K-12 RELEVANT EXPERIENCE

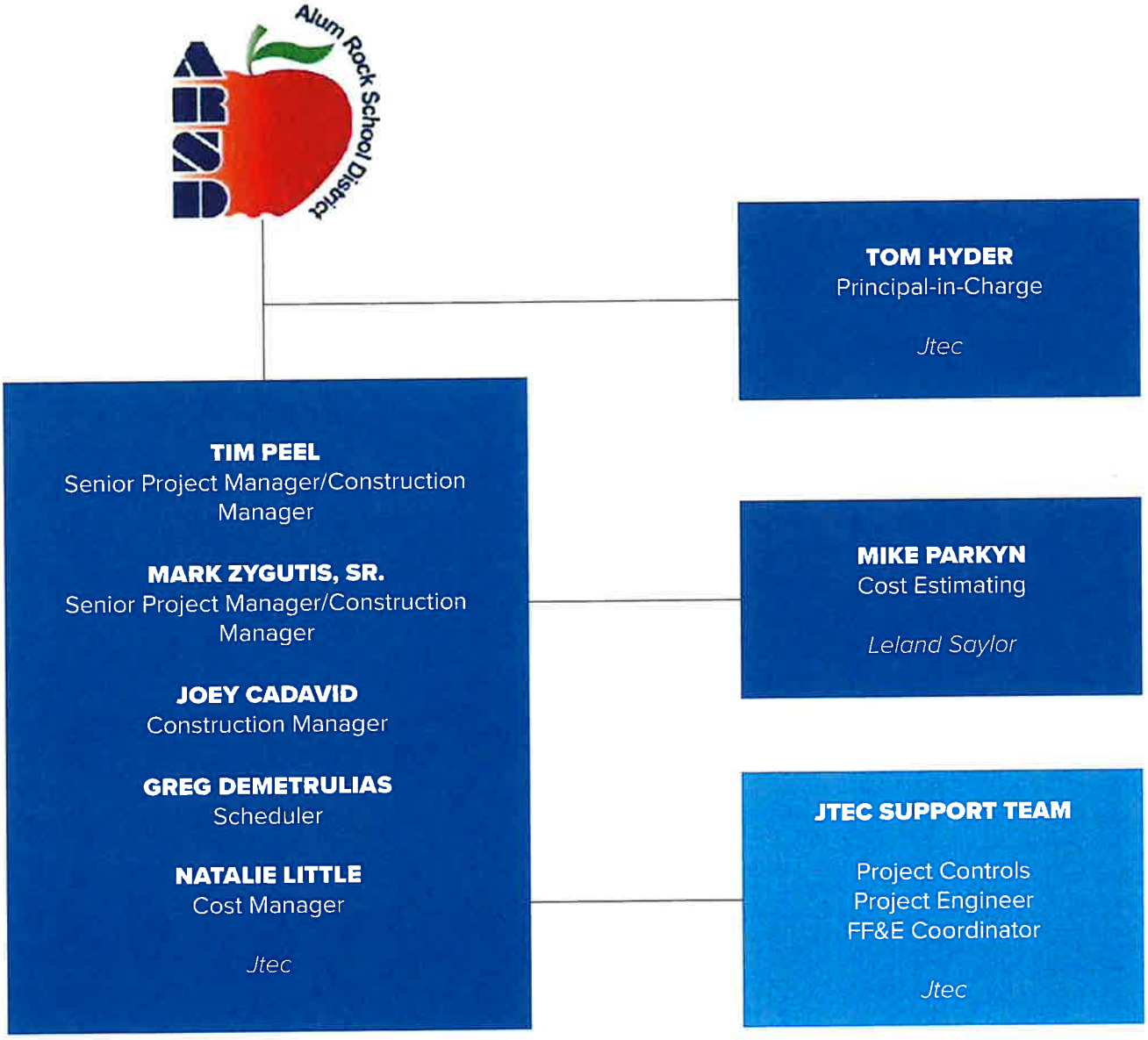
In addition to the projects featured above, our team members have significant K-14 experience prior to joining Jtec including work at the following districts:

- Azusa Unified School District
- Baldwin Park Unified School District
- Beverly Hills Unified School District
- Buckeye Union School District
- Castaic Union School District
- East Whittier City School District
- Elk Grove Unified School District
- Fremont Unified School District
- Grant Joint Union High School District
- Livermore Valley Joint Unified School District
- Long Beach Unified School District
- Los Angeles Unified School District
- Nevada Joint Union High School District
- Piedmont Unified School District
- Sacramento City Unified School District
- San Diego Unified School District
- San Juan Unified School District
- Tahoe Truckee Unified School District
- Vacaville Unified School District
- West Contra Costa Unified School District

PERSONNEL

With 22 professional staff employed by Jtec, we take pride in our ability to adapt to our client's needs regardless of the project's size, timing, complexity or duration. Below is an organizational chart illustrating the composition of our team. Resumes for all team members are located on the following pages.

As indicated below, Tom Hyder will be the main point contact for the district. We also understand the district expects that the team shall remain intact through the duration of the project(s). If a team member must leave, the district reserves the right to approve that team member's replacement.



TOM HYDER, Principal-in-Charge

PROFILE

As a principal and project executive, Tom guides the project team, outlining project control systems and approach, communications protocols and responsibilities, and establishing appropriate program and project management support levels, within the framework of the owner's goals and objectives. Tom brings over 35 years of continuous project management and construction management experience, successfully delivering some of the largest and most complex projects in the state of California. Working with education, public, and private clients, Tom's ability to provide exemplary communication and stakeholder coordination, as well as his experience coordinating with approval agencies contributes to his project success. He is also adept at managing projects within occupied facilities, ensuring a safe work environment and minimizing disruption in day-to-day activities.

EDUCATION

B.S. Finance, Minor: Construction Management, Oregon State University

Bond Program - San Lorenzo Unified School District | San Lorenzo, CA
Jtec has provided project and construction management oversight for the $83M Measure O and $130M Measure B Bond programs for the San Lorenzo Unified School District. This work included working with closely District stakeholders, overseeing design teams' work, orchestrating individual project bid processes, and managing the construction phase. and supporting the District in project and DSA close-out. This work has included budget and schedule development and management and report generation for the District and Board. Jtec has been responsible for over 15 projects under the Bond Programs.

New Development Projects - College of the Desert | Palm Springs, CA
Palm Springs Development: PM/CM services for 325,306 SF facility on a 1.28M SF site including hospitality institute including a hotel, private villa, event center/ culinary building, accelerator building, campus support services, central utility plant, pedestrian sky bridge, and underground parking.

Roadrunner Motors: PM/CM services for new 20,000 SF automotive and technology training center and include classrooms, innovation labs, faculty offices and auto shops

Capital Improvement Projects - UC San Francisco | San Francisco, CA
Jtec has a long-standing relationship with UCSF and has provided Project Manager/Construction Manager services including classroom spaces, admin. offices, reception space, IT, labs, parking garages, maintenance and site work.

Loma Linda University - Classroom/Office Projects | Loma Linda, CA
Services included master planning, validation studies, programming, design and construction of the $1.3B campus transformation project. Concurrent with the large hospital project, Jtec was asked to provide project management and construction management services for 50+ small projects cosmetic upgrades, ADA, office renovations, medical space modifications and parking.

TIM PEEL, Senior Project Manager/Construction Manager

PROFILE

Tim Peel is an accomplished senior project management and construction management professional with extensive experience in education, healthcare, and public projects. He has over 29 years of proven experience in the successful management and delivery of projects in over 12 California school districts. Tim's experience includes overseeing needs assessments, conducting constructibility reviews, design management through bidding and project close-out. He is proficient at negotiating change orders and claims avoidance.

EDUCATION

B.S. Engineering and Construction Management, California State University, Sacramento

Bond Program - West Contra Costa Unified School District | El Cerrito, California
Tim was the deputy program manager providing all management and oversight of $300M under construction in a $1.6B Bond Program. He worked closely with the Bond Manager and the Client in the administration of all aspects of the CIP. Projects include:

- Ohlone Elementary School - $20M new elementary school
- Coronado Elementary Reconstruction - $27M new elementary school
- Pinole Middle School Soccer Field - $4M new facility
- DeAnza HS - $70M new high school
- Gompers & LPS - $52M new charter and continuation high schools
- El Cerrito Stadium - $14M – new high school stadium
- DeAnza Linked Learning Building, Parking and Fields - $18M
- Montalvin New Classroom Building - $3M
- Pinole HS Interim Housing campus - $10M temporary facility

Korematsu Middle School - West Contra Cost Unified School District | El Cerrito, California
Tim was the senior construction manager providing all responsible-in-charge duties for the construction of this new $42M middle school facility.

MARK ZYGUTIS, SR., Senior Project Manager/Construction Manager

PROFILE

Mark is a results-oriented senior project manager and construction manager with broad based skills in business operations, project development, construction, design, estimating, planning, scheduling, and cost control. He has an excellent track record managing education, healthcare, municipal and various other building projects from site development to business operations. Promoting innovation in designing systems that use best available technology, Mark is experienced in regulatory compliance, permitting, health & safety, human resources, business planning, environmental regulations, and waste management systems. Mark has managed teams with over 150 direct hire trades people and subcontracted personnel on multiple projects in commercial, healthcare, high-tech industrial, waste management, recycling, and multi-family residential, and residential high-rise building construction. He is a licensed general building contractor and experienced real estate broker in California and Florida. Learning is a continual priority for Mark, striving to use best available techniques to implement productivity improvements in systems, processes, technology, engineering, and innovations.

EDUCATION

Associate of Arts, Construction Management & Supervision, Diablo Valley College

Bond Program - San Lorenzo Unified School District | San Lorenzo, CA
Jtec is currently providing project management and oversight, including project controls and budget management, for the $83M Measure O and $130M Measure B Bond programs on more than 15 projects throughout the district.

Riverside Elementary School, Shoal River Middle School | Crestview, FL
This project included site development of 50-acres with sports fields, track, and paved sports courts, site permitting, storefront secure entrances and interior offices.

Program Management for Facilities Construction and Maintenance | Crestview, FL
This project included new classrooms, replacement storefronts, secure entrances, site development, roof replacement program, parking lots, sports fields, new track, and football fields.

Jacobs Hall - UC Berkeley | Berkeley, CA
This new, four-story engineering research building included exterior framing, dense-glass, waterproofing, exterior metal panels, three-story tall curtain walls, storefronts, doors, and hardware.

JOEY CADAVID, Construction Manager

PROFILE

As a construction manager at Jtec, Joey has extensive educational facility construction management experience, combined with a civil engineering background. He has a proven track record of simultaneously managing multiple projects while driving them to on-time and within budget. He has experience with phased construction and multiple delivery methods including design-bid-build, design-assist, design-build, and integrated project delivery.

EDUCATION

B.S. Civil Engineering, California State University, Northridge

Professional Development Structural Engineering, University of Nevada

Los Angeles Unified School District | Los Angeles, CA
This $52M design-bid-build project included oversight for project controls and communication, document control, construction document upgrades, estimates, change order management, weekly meetings

Long Beach Community College District | Long Beach, CA
This project included the execution of small projects involving scope development and design, public bidding per CUPCCAA guidelines, construction management and closeout.

Long Beach Community College District | Long Beach, CA
Managed bond funded construction projects f from inception and master planning for the overall bond program to the delivery of assigned projects.

Loma Linda University - Classroom/Office Projects | Loma Linda, CA
Services included master planning, validation studies, programming, design and construction of the $1.3B campus transformation project. Concurrent with the large hospital project, Jtec was asked to provide project management and construction management services for 50+ small projects cosmetic upgrades, ADA, office renovations, medical space modifications and parking.

GREG DEMETRULIAS, Scheduler

PROFILE

Greg Demetrulias is in charge of schedule management. He has provided construction management and project controls services for projects involving educational facilities and universities throughout California. Greg provides scheduling during project validation phases and throughout the overall project. He has experience with design-assist, design-build, last planner construction, pull schedule and other lean scheduling processes, as well as for big room and integrated delivery schedule tactics.

EDUCATION

BS Civil Engineering, Southern Illinois University

Computer Science, Gateway Community College

Telecommunications Coursework, U.S. Air Force

Bond Program - San Lorenzo Unified School District | San Lorenzo, CA
Jtec is currently providing project management and oversight, including project controls and budget management, for the $83M Measure O and $130M Measure B Bond programs on more than 15 projects throughout the district.

Loma Linda University - Classroom/Office Projects | Loma Linda, CA
Services included master planning, validation studies, programming, design and construction of the $1.3B campus transformation project. Concurrent with the large hospital project, Jtec was asked to provide project management and construction management services for 50+ small projects cosmetic upgrades, ADA, office renovations, medical space modifications and parking.

Capital Improvement Projects - UC San Francisco | San Francisco, CA
Jtec has a long-standing relationship with UCSF and has provided Project Manager/Construction Manager services including classroom spaces, admin. offices, reception space, IT, labs, parking garages, maintenance and site work.

Capital Improvement Projects - UC Davis Health | Davis, CA
Throughout the various phases, Greg was responsible for creating detailed cost and resource loaded construction schedules for the multi-prime contractor project. He also conducted pull schedule meetings with multi-prime subcontractors for overall schedule management.

NATALIE LITTLE, Cost Manager

PROFILE

Natalie Little has over 18 years of progressive, hands-on experience in construction accounting and finance, contract administration, and cost management in the owner representative, general contractor, and subcontractor roles. She is responsible for cost management on major Jtec projects.

EDUCATION

Master of Business Administration, Keller Graduate School of Management

BS Network & Communications, DeVry University

Loma Linda University - Classroom/Office Projects | Loma Linda, CA
Services included master planning, validation studies, programming, design and construction of the $1.3B campus transformation project. Concurrent with the large hospital project, Jtec was asked to provide project management and construction management services for 50+ small projects cosmetic upgrades, ADA, office renovations, medical space modifications and parking.

Other Representative K-12 Projects | Various Locations

- Azusa Unified School District
- Baldwin Park Unified School District
- Beverly Hills Unified School District
- Castaic Union School District
- East Whittier City School District
- Long Beach Unified School District
- Los Angeles Unified School District
- San Diego Unified School District

MIKE PARKYN, Cost Estimator - Leland Saylor Associates

PROFILE

Mike Parkyn's career in the cost management and cost estimating profession spans 30 years. He has worked with owners, architects, construction and program managers, and contractors on facilities across most public sectors, with a focus on educational projects. Mr. Parkyn has recent and direct experience with K-14 districts managing the estimating processes on multi-campus programs, developing complete cost estimates, and estimating scope for change orders independent of the contractor proposal. Mr. Parkyn has supported the budget development and cost validation process for many school bond programs including master plan cost validations as part of Fremont USD's Measure E bond Program, LBUSD's Master Plan Updates project, and San Jose Evergreen CCD Master Plan estimating.

EDUCATION

B.S, (Honours) degree in Quantity Surveying – first class, Kingston, UK

Certificate in Performance Coaching, The Coaching Academy, London TEC & HTEC Certificates in Building Studies, Luton

On Call Estimating Services - Fremont Unified School District | Fremont, CA
Managing estimator who provided on-call cost estimating services on program-wide budget controls for $650M bond program, cost estimating at a needs-assessment level for specific campuses and projects along with reconciliations, buy-out reviews and peer reviews of design team estimates for more than 20 projects.

On Call Estimating Services - Campbell Union High School District | Campbell, CA
Mr. Parkyn is the Lead Cost Estimator for the 2016 bond measure AA for $275M. He is currently providing a comprehensive estimate for the structural upgrade carried under Seismic Mitigation Program Phase 4 at Branham High School (five classroom buildings and one gym building), Westmont High School (eight classroom buildings and one gym building), and Prospect High School (one gym building). Estimates are to include full scope of structural and associated architectural work, plus repair/replacement of path of travel sidewalks. He also recently prepared OPSC estimates for SMP Phase 2.

Bond Measure Program-Wide Estimating - San Francisco Unified School District | San Francisco, CA
Managing estimator for LSA's ongoing estimating effort for the 2016 Bond programs, including providing independent, criteria-phase milestone estimates for design phases, together with reconciliation. The combined size of these projects exceeds 250,000 SF with a construction value of over $744M.

Master Plan Update - Long Beach Unified School District | Long Beach, CA
Mr. Parkyn supported the cost validation efforts for LBUSD's efforts in 2016 to update their aged 2007 master plan project list which contained 99 different school facilities/locations. Scope included reviewing construction budgets and validating costs per determined escalation factors for material and labor costs.

CHANGE ORDER DATA

Provide Change Order data from your five (5) most recent public works projects. Include original estimates of project costs and a brief explanation of the deviations and change orders.

Please refer to Tab 3, Cost Estimate question as well as the project examples listed previously in this section.

ENFORCING CONTRACTOR PERFORMANCE AND LIMITING CLAIMS

Jtec is known for our ability to work through and resolve issues with project team members, stakeholders and contractors on all projects. We strive for open and frequent communication to help avoid claims and resolve issues quickly.

One of the keys to enforcing contractor performance is by reviewing the contract with the contractor at the commencement of engagement and before any work has commenced. We review the business, governance and liability outcomes as per the contract. The purpose for this is to ensure from the first day of the engagement, the contractor understands their contractual goals, project outcomes, milestones, etc. This is one of the key strategies in setting the tenor for the project before any work commences.
Once the work commences, if there are any performance issues, Jtec immediately meets with the contractor to review the contract requirements and enforces those requirement with the contractor. With this said, Jtec also works with the contractor to assist them in identifying solutions for any issues they are encountering - whether that be workforce, unforeseen conditions, weather delays, etc. - in order to assist the contractor in moving forward and keeping the project on schedule.

Our approach to claims resolution, which happens extremely infrequently, is to tackle the problem as a team. Speed is key in resolving issues during construction so that the project is not held up by needless bickering. We find that this team atmosphere and aggressive approach to resolving issues together results is in a better project, limitation of claims and results in a satisfied client. Jtec will comply with all documentation requests that arise involving an official dispute or claim in a timely manner.

SUBCONSULTANTS

As indicated earlier in this response, Jtec will utilize one subconsultant as part of our team, Leland Saylor Associates, for cost estimating services. Jtec has worked with Leland Saylor Associates on numerous projects since our inception in 2000. While Leland Saylor Associates is a separate firm, we work together as one organization.

Leland Saylor Associates provides cost estimating services during the initial phases of projects including reconciling scope against budget at project kick-off, real-time estimating throughout all phases of design with cost estimates at key project milestones. In addition, they provide construction phase cost management services including construction document quality assurance/control review, validation of pre-change order documentation, and change order review services.

By supporting client projects with an unmatched cost estimating record, they promote cost-savings strategies and provide deliverables within desired timeframes. Please see Celia Hunter's resume on the previous pages for additional information as well as more information in the cost estimating questions within this response.

PROPERLY LICENSED

Jtec is a California-based corporation that is legally permitted and properly licensed for the scope of work in this SOQ. We are permitted to conduct business in the State of California, Santa Clara County and City of San Jose. Jtec is also a certified small business with the state of California. Please see our certification in the appendix.

REFERENCES

OWNER	REFERENCE
San Lorenzo Unified School District	Dr. Behrooz Danish, PE, PMP., M. ASCE Director of Facilities and Construction (510) 317 4842 bdanish@slzusd.org Bond Program San Lorenzo, CA **Project Start Date:** 2018 **Project End Date:** 2024
Loma Linda University	Eric Schilt Director of Construction Management (909) 558.7078 eschilt@llu.edu Small Capital Improvement Projects Loma Linda, CA **Project Start Date:** 2012 **Project End Date:** Ongoing
College of the Desert	Mac McGinnis Bond Manager, Roadrunner Motors Project (909) 919-9577 mmcginnis@bond.collegeofthedesert.edu New Campus Development Palm Springs, CA **Project Start Date: 2020** **Project End Date: TBD** **Both projects are currently on hold.**

LITIGATION HISTORY

Provide a comprehensive five (5)-year summary of the firm's litigation, arbitration and negotiated/settled history with previous clients. State the issues in the litigation, the status of the litigation, names of parties, and outcome.

Jtec has no history of litigation, arbitration or settled claims in the past five years.



APPENDIX

While we have outlined our approach for the Alum Rock UESD (ARUESD), we have summarized it below. Our goal enhances ARUESD's ability to provide high-quality project and construction management services by offering a tailored application of experience and dedicated resources for each project.

LEADERSHIP

The role of Jtec Leadership: Jtec's leadership is evident on every project. We create a team atmosphere with all project participants in order to work towards common goals, ensure that program is met, explore value add opportunities and that projects are delivered on time or with an expedited schedule, on or under budget and with the highest quality.

Communication: The key to effective management lies in effective communication. The best way to effect good communication is to be sure that the lines are clear. Tim Peel, senior project manager/ construction manager, will be the primary point of contact throughout the life of each project.

Collaboration: We fully understand that the ARUESD is committed to working in partnership with the staff, administration, students, and community to anticipate and meet the campus' evolving needs. Jtec is excited to become an integral part of this commitment. Industry tools such as BIM and Lean Construction Management are stepping stones in the broader landscape of best management practices leading to successful project delivery.

DAY-TO-DAY SUPPORT

Reporting: Jtec provides reporting and documents daily, weekly and monthly progress and meetings during design and construction activities along with various financial, safety, and quality perspectives.

Schedule: Jtec creates an initial project schedule developed independently or in collaboration with the design and construction teams updated weekly and monthly in whatever form or software is being used on the project. Executive summary reporting and updates are the key to communicating the project status to ARUESD management, board and beyond.

Cost: Jtec provides cost estimating services, invoice checking and contractor payment application reviews on a monthly or more regular basis. Jtec provides cash flow and expenditures to date along with detailed budget and cost projections to provide up-to-date progress and risk exposure analysis.

Quality: Jtec provides comprehensive QA/QC Services and site inspection services or manages other third-party resources as may be required. Review of the contractor's overall quality program and reporting of any quality issues on a monthly basis is part of our basic reporting deliverables.

TECHNICAL EXPERTISE

Initial Program & Budget Validation: One early deliverable often asked for is a thorough project validation with budgets fully vetted. Jtec can prepare this evaluation quickly so the project can move forward with confidence and avoid surprises.

Design Review: Jtec will conduct workshops to review design documents as they progress toward approved construction documents. Jtec has experienced senior staff that can provide fresh eyes to thoroughly scrub overall design, material selection, details and constructability issues to prevent RFIs or sources of conflict.

Agency Approval: Jtec has vast experience in shepherding projects through the DSA approval process. We know how to work with design teams to ensure they are on time with their submittals and have developed a project schedule that accounts for the appropriate time for DSA review and ultimate approval.

Energy & Sustainability: Jtec has participated in many projects certified through CHPS, USGBC and other energy-saving criteria. Understanding total project costs, including energy and maintenance costs, will help make informed decisions and to be good stewards of our environment.

Start-up & Commissioning: Jtec can support the start-up & commissioning effort with skilled MEP resources.

FF&E: Jtec is often asked to provide move coordination, procurement and coordination of the District's Furniture, Fixtures and Equipment.

Closeout and Handover: Jtec can provide expertise to ensure a speedy closeout and that all training, warranties, O&M manuals and final punch list items are clear. DSA, financial and contract closeout begins early to allow ARUESD resources to move-on to the next project quickly.

We look forward to melding into the ARUESD facilities team and support you in reaching your goals.

Statement of Qualifications

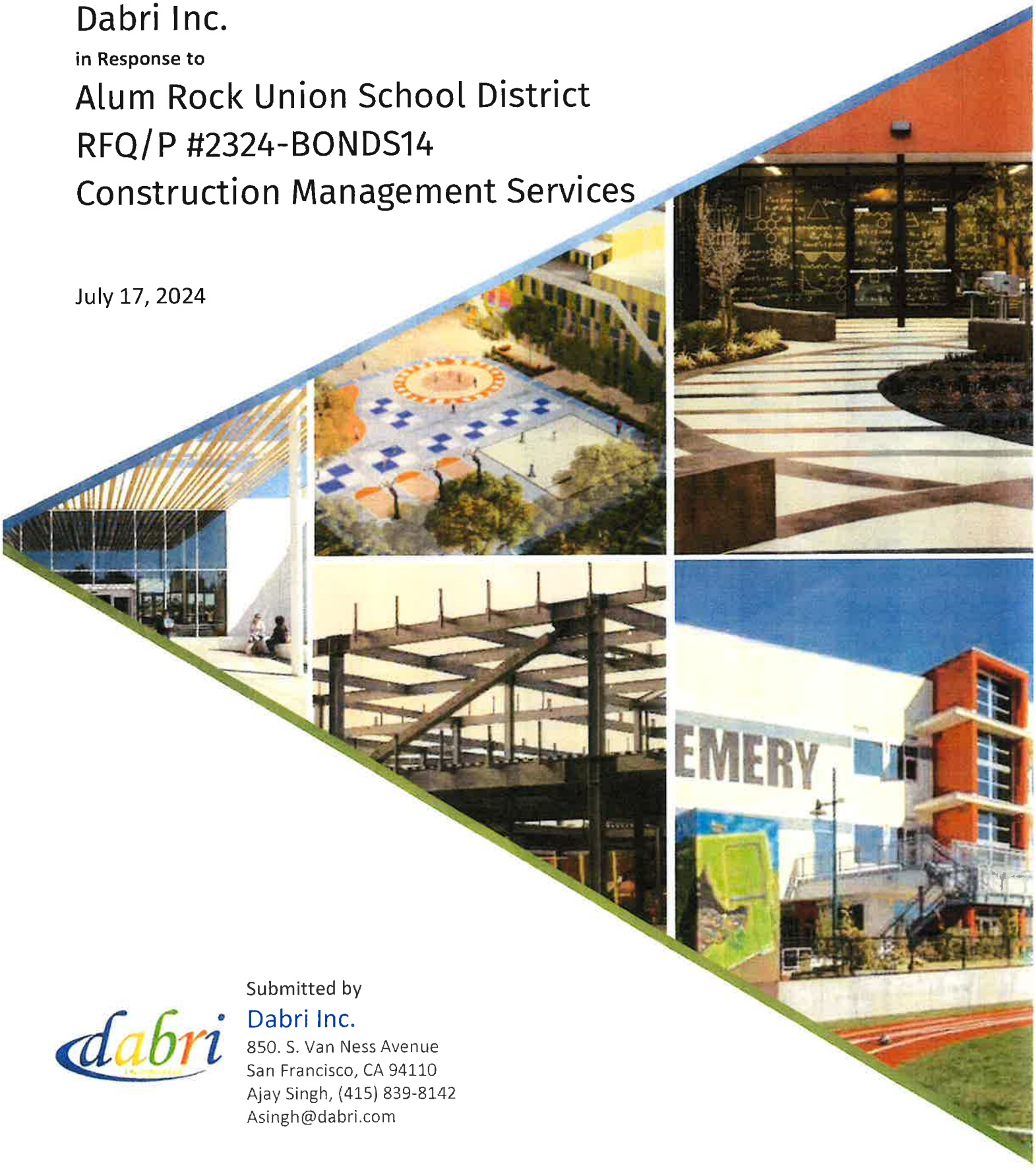
for

Dabri Inc.

in Response to

Alum Rock Union School District
RFQ/P #2324-BONDS14
Construction Management Services

July 17, 2024



Submitted by
Dabri Inc.
850. S. Van Ness Avenue
San Francisco, CA 94110
Ajay Singh, (415) 839-8142
Asingh@dabri.com

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Dabri, Inc.
850 S. Van Ness Ave,
San Francisco, CA 94110
Phone: (415) 839-8142
CA License#804774

July 17, 2024

Attn: Marc Freitas, Director of Facilities, Bonds & Leases
Alum Rock Union Elementary School District
2930 Gay Avenue
San Jose, CA 95127

Subject: RFQ/P No. 2324-Bonds14 – Construction Management Services

Dear Marc and Members of the Selection Committee:

Thank you for the opportunity to submit our response to the Alum Rock Union Elementary School District's (District) Request for Qualifications and Proposals for the Construction Management Services Pool for the completion of the District's various Measure I Facilities Projects. Dabri, Inc. (Dabri) will provide construction management services for multiple modernization and new construction projects per CA Code and alternative construction delivery methods, including Lease-Leaseback. Dabri is a licensed General Contractor, a California Corporation, and has over 24 years of experience in managing design-build, design-bid-build, multiple primes, and related services in the Bay Area. The Dabri team is committed to providing full-time on-site coverage.

We have included Leland Saylor, a certified DVBE firm, and Brailsford & Dunlavey (B&D) as part of our CM team. Leland Saylor brings over 40 years of experience and B&D has over 30 years of experience in planning, programing and project management, with significant expertise in design & fund management.

Dabri, Inc. (Dabri) received a copy of Alum Rock Union School District's form of Construction Management Services Agreement ("Agreement") attached as Appendix "A" to the RFQ/P. Dabri has reviewed the indemnity provisions and professional liability insurance provisions contained in the Agreement. If given the opportunity to contract with Alum Rock Union School District, Dabri has no objections to the use of the Agreement."

Dabri received a copy of Alum Rock Union School District's form of Agreement attached as Appendix "A" to the RFQ/P. Dabri has reviewed the "Conduct on Project Site and Fingerprinting" provisions contained in the Agreement, and if selected, agrees to comply with the terms of those provisions and Education Code section 45125.01, including, but not limited to, submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees."

Dabri certify that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract(s), nor that any such person will be employed in the performance of any/all contract(s) without immediate divulgence of this fact to the District. I, Ajay Singh, PMP, CQM, LEED AP BD+C, QSP, Principal PM/Contract Manager, will be the single point of contact for this RFQ response submittal and selection process. If you have any questions regarding our response, please feel free to contact me.

Best regards

Ajay Singh, PMP, CQM, LEED AP BD+C, QSP
Principal PM/Contract Manager,
Dabri, Inc.
Tel: (415) 312-4312 Email: dkaur@dabri.com

2. Business Information

Dabri, Inc. 850 S Van Ness Ave, San Francisco, CA 94110 Tel: (415) 839-8142 Fax: N/A, Website: Dabri.us.

Contact: Ajay Singh, Asingh@dabri.com, Federal ID: 94-3392382 License: 804774 Legal Entity: Corporation,

Offices: San Jose, San Francisco, Oakland, and Los Angeles.

Certificate of Insurance Coverage: General Liability: $1M, Auto Liability: $1M, Workers Compensation: $1M; Employer Liability: $1M, Professional Liability:$3M & Umbrella:$9M (see next page for COI proof).

Founded in 2001, Dabri, Inc. provides planning, project management, and construction management services to public works projects, including educational districts, cities, counties, utilities, transit, aviation agencies, general contractors, and private developers in the Bay Area. As a licensed California Corporation and general contractor, Dabri has managed design, construction management, constructability review, cost estimating, value engineering, scheduling, cost controls, project controls, claim analysis, office engineering, quality assurance and control, inspection, and related services on bond measure, public, and private partnership (P3) projects valued at $30 billion, saving over $30 million.

Currently, Dabri provides construction management services on bond measures, state and federally funded projects for agencies including Cupertino Unified School District, Solano County Community College, West Valley Community College, Peralta Community Colleges, San Mateo Community Colleges, LACCD, SFUSD, Santa Clara County, Valley Water District, BART, San Jose Airport, and Alameda County. Additionally, Dabri supports engineering and construction management under contracts with Port of Oakland, San Francisco, SFMTA, and SFO Airport.

Dabri's multi-disciplined team of 25 licensed/certified professionals, including project managers, construction managers, resident engineers, estimators, office engineers, schedulers, and LEED specialists, delivers timely and effective construction services to educational districts, public works, and other Bay Area clients. Services for AREUSD's project will be provided from our San Jose office. Dabri is certified as SLBE, SBE, and DBE by multiple agencies and has extensive experience in construction contract administration and knowledge of applicable federal and state regulations, including the Public Contract Code, Labor Code, and ADA. Dabri will self-perform construction management services, with Brailsford & Dunlavey will provide advisory, planning, and program management, support and Leland Saylor offering cost estimating support. Over the last ten years, Dabri has delivered over 200,000 construction management staff hours to various ports, MTAs, cities, and counties, with no lost time or reportable injuries.

The Dabri Team has significant experience in successfully managing similar types of projects. Projects delivered to the various educational districts have had numerous scope variations, including modernization and system upgrades of existing buildings, new educational facilities, play structures, utilities, technology, and DSA permitting requirements. The table on the side shows our relevant CM experience in the education sector (Lease-Back, Design-Build, Multiple Primes, Design-Bid-Build).

PROJECT EXPERIENCE	# of Projects	Duration (Range in Months)	# of Personnel
Solano County CCD - CM	3	12	2
UC San Francisco On-Call CM	8	3-12	3
UC, Berkeley On-Call CM	5	3-20	2
San Mateo CCD - CM	4	3-18	3
Los Angeles CCD On-Call CM (2012-Present)	5	6-24	3
Los Angeles USD On-Call CM (2012-Present)	2	6-12	2
SFUSD – CM	3	5-12	3
SMFCSD – CM	2	4-10	1
SRVUSD – On-call CM	2	4-10	1
SFPUC – On-call CM & Inspection	10	4-24	7
LAUSD – On-call cost estimating	5	2-12	3
Valley Mission College – CM	2	3-10	1
Cupertino USD - CM	4	6-12	2
Port of Oakland – On-call CM	6	4-10	2
County of Santa Clara – On-call CM	2	10-24	1
City of Milpitas On-Call CM	2	4-10	2

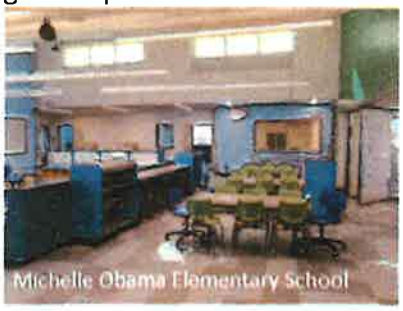
3. Executive Summary: Approach And Firm Qualifications

Construction Management Approach

3.1 Comprehensive Scope of Services with Aggressive Scheduling Our construction management approach is grounded in our commitment to deliver high-quality services within aggressive schedules, ensuring projects move into construction as early as possible to meet the District's goals. Our team employs a comprehensive and thorough methodology, leveraging our extensive experience and robust project management tools. We prioritize clear communication, proactive planning, and agile decision-making to streamline processes and mitigate risks. This approach enables us to handle complex projects efficiently, adhering to tight timelines without compromising on quality or safety. We leverage advanced project management tools like Primavera P6 and Oracle Unifier to track progress and address any potential delays swiftly.

3.2 Cost Estimating Approach Our approach to cost estimating is rigorous and detail-oriented, ensuring accurate and reliable estimates throughout the project lifecycle. We have a proven track record of aligning our cost estimates closely with actual bid amounts. For instance, in the past five years, we managed cost estimates for three school projects: Oakland Unified School District's Cole Elementary School, Laurel Child Development Center, and San Francisco Unified School District's Mission Bay School. These projects showed minimal variance between estimated and actual costs, with change order percentages kept below 5%. Our detailed cost estimating process involves thorough analysis and continuous updates to reflect market conditions and project specifics, ensuring financial accuracy and predictability. Below are three examples demonstrating our expertise:

- **Cole Elementary School (2022):**
  - **Estimate:** $5.5 million
  - **Actual Bid:** $5.4 million
  - **Change Order Percentage:** 3%
- **Laurel Child Development Center (2023):**
  - **Estimate:** $3.2 million
  - **Actual Bid:** $3.1 million
  - **Change Order Percentage:** 2.5%


Michelle Obama Elementary School

3.3 Quality Control/Assurance Procedures Quality control and assurance are integral to our construction management services. Our team follows stringent quality control procedures, including regular inspections, audits, and reviews at every project stage. We ensure that all work complies with DSA requirements and obtain final certification through meticulous coordination and documentation. Our familiarity with the DSA process and DSA Box management enables us to expedite approvals and closeout certifications, often within 90 days. This disciplined approach ensures that all projects meet the highest standards of safety, durability, and regulatory compliance.

3.4 Compliance with Project and Code Requirements We are committed to strict compliance with all project requirements and applicable federal, state, and local codes. Our team is well-versed in the relevant regulations and ensures that all project activities conform to these standards. We work closely with regulatory bodies such as the Office of Public-School Construction (OPSC), Department of Toxic Substances Control (DTSC), California Department of Education (CDE), State Allocation Board (SAB), and Department of Industrial Relations (DIR) to secure necessary approvals and maintain compliance throughout the project duration.

3.5 Firm Qualifications

1. **Estimating Services and Master Facilities Plan** Our firm's qualifications are extensive and well-suited to the demands of K-12 school construction projects. We have significant experience in providing estimating services, particularly in the context of Master Facilities Plans. Our involvement in such planning processes allows us to offer accurate forecasts and strategic insights that support long-term district goals.
2. **Construction Cost Reduction Measures** We have a proven track record in construction cost reduction through value engineering in both design and construction phases. Our strategic approach involves identifying cost-saving opportunities without compromising quality or functionality.
3. **Adaptability to Changing Needs** Our firm demonstrates exceptional flexibility in adapting to the evolving needs and priorities of K-12 school districts. We respond quickly to changing project scopes, budget constraints, and scheduling challenges, ensuring continuous alignment with district goals.
4. **Experience with DSA and Other State Agencies** We possess deep experience with DSA, including navigating their processes and securing approvals efficiently. Additionally, our team is familiar with working within the frameworks of other state agencies such as OPSC, DTSC, CDE, SAB, and DIR.
5. **Meeting Completion Deadlines** Our established methods and approaches ensure successful project completion within deadlines. Examples of effective use of these methods include:
   - **Cole Elementary School:** Completed on time despite unforeseen underground challenges.
   - **Laurel Child Development Center:** Completed on time despite unforeseen PG&E challenges.

3.6 Work Plan and Current Workload

Current and Projected Workload Currently, our firm is managing multiple projects with varying scopes and complexities. For example, we are providing project management services for Oakland Unified School District's Cole Elementary School and Laurel Child Development Center, both expected to complete in 2024, and San Francisco Unified School District's Mission Bay School, slated for completion in 2025. Additionally, we are involved in as-needed construction management services for San Francisco Fire Stations, with a projected finish in 2024. Our present workload is substantial, yet we maintain a dedicated and experienced team capable of handling new projects efficiently. We project a stable workload for the coming two years, with adequate staffing to ensure the seamless execution of all commitments.

3.7 Familiarity with State and Local Agencies

Approval Process Expertise Our organization is highly familiar with the procedures and requirements of various state and local agencies and their approval processes. We have extensive experience working with the Office of Public-School Construction (OPSC) to secure funding and approvals, the Division of State Architect (DSA) for regulatory compliance and certification, the Department of Toxic Substances Control (DTSC) for managing hazardous materials, the California Department of Education (CDE) for project approvals, the State Allocation Board (SAB) for funding and reimbursement, and the Department of Industrial Relations (DIR) for labor compliance. Our expertise with these agencies ensures that our projects are conducted in strict adherence to all applicable regulations and guidelines, promoting successful outcomes and regulatory compliance.

4. Narrative Of Relevant K-12 Project Experience And References

4.1. Dabri, Inc. has completed a variety of K-12 and higher education projects over the past 10 years, demonstrating extensive experience in construction management, design review, cost estimating, and project controls. Below is a comprehensive narrative of our services on at least five educational projects.

The Emeryville Center of Community Life (EUSD) (K-9 to K-12)

Project Name: The Emeryville Center of Community Life
Location: 4727 San Pablo Avenue, Emeryville, CA
Scope of Project: Construction Management
Description: A 182,271 SF mixed-use community and educational facility, including a gymnasium, community recreation center, administration building with a health clinic, classroom buildings for grades K-8 and 9-12, and two multi-use buildings.
Construction Costs: $96M
Original Budget: $96M
Bid Amount: $96M
Final Amount at Close-out: $99.5M
Experience with DSA and OPSC: Extensive experience in navigating DSA requirements and approvals.
Construction Delivery Systems: Traditional Design-Bid-Build and CM at-risk.
Project Dates: 2016 - 2018
Square Footage: 182,271 SF
Notice of Completion: 2018
DSA Final Certification: 2018
Number of RFI's and Change Orders: Managed effectively with minimal change orders due to thorough pre-construction planning.
Key Individuals: Ajay Singh - Principal PM/Contract Manager, supported by a team of construction managers and estimators.
References: Emeryville Center for Community Life Nimone Li-Hardisty (510) 432-6481 nlihardisty@swinerton.com **Sub-consultants:** None



Cupertino Unified School District (Multiple Projects)

Project Names: De Vargas Elementary School, Dilworth Elementary School, Blue Hill Elementary School, Montclair Elementary School
Locations: Cupertino, CA
Scope of Project: Dabri, Inc. provided cost estimating, scheduling, and value engineering services team.
Descriptions: Various modernization projects including upgrades to existing structures, play areas, utilities, and technology.



Construction Costs:

- De Vargas Elementary: $5.8M & Dilworth Elementary: $5.2M
- Blue Hill Elementary: $7.1M
- Montclair Elementary: $7.1M

Original Budgets: Aligned with final costs due to accurate estimating.
Experience with DSA and OPSC: Extensive experience in obtaining DSA approvals and working within OPSC guidelines.
Construction Delivery Systems: Traditional Design-Bid-Build.
Project Dates: 2018 – 2020; **Square Footage:** Various per school project.
Notice of Completion and DSA Final Certification: 2020
Number of RFI's and Change Orders: Managed efficiently with proactive issue resolution.
Key Individuals: Ajay Singh - Principal PM/Contract Manager, supported by project-specific teams.
Sub-consultants: B&D (programming)
References: Cupertino Unified School District, Contact: Cupertino Unified School District Patrick Gaasch, LEED, (650) 743-9295

SFUSD Mission Bay School

Project Name: SFUSD Mission Bay School
Location: San Francisco, CA
Scope of Project: Planning, Cost Estimating, Scheduling, Value Engineering, Change Management
Description: Proposition A Bond Program, brand new 100,000 SF school facility for Pre-K to K-8 students. The first floor will have pre-kindergarten and transitional kindergarten classrooms as well as the main office. The site includes playground of about 3 Acres.



Construction Costs: $98M
Original Budget: $100M
Bid Amount: $98M
Final Amount at Close-out: TBD (2025)
Experience with DSA and OPSC: Extensive DSA approval experience.
Construction Delivery Systems: Design-Bid-Build.
Project Dates: 2023 – Ongoing **Square Footage:** 100,000 SF
Notice of Completion and DSA Final Certification: Ongoing
Number of RFI's and Change Orders: To be determined.
Key Individuals: Ajay Singh - Principal PM/Contract Manager, supported by dedicated project teams.
Sub-consultants: Saylor Consulting Served as Architect Estimator.
References: San Francisco Unified School District, Kristen Raymond
(415) 730-8617 Raymondk@sfusd.edu

OUSD Measure Y Program Management



Project Name: OUSD Measure Y Program & Construction Management
Location: Oakland, CA
Scope of Project: Program Management for Measure Y Bond Program
Description: Implementation of a $735 million bond program to fund classroom repairs, safety improvements, and infrastructure upgrades across 84 projects.
Construction Costs: $varies
Original Budget: $735M
Bid Amount: $varies
Final Amount at Close-out: Ongoing
Experience with DSA and OPSC: Extensive experience with DSA and OPSC procedures.
Construction Delivery Systems: Various, including Design-Bid-Build.
Project Dates: 2020 – Ongoing **Square Footage:** Various
Notice of Completion and DSA Final Certification: Ongoing
Number of RFI's and Change Orders: Ongoing management.
Key Individuals: Ajay Singh - Principal PM/Contract Manager, supported by project teams.
Sub-consultants: Our partner B&D serving as Program Manager, Saylor Consulting as Cost Estimator
References: Oakland Unified School District Tadashi Nakadegawa (510) 535-2730 Tadashi.nakadegawa@ousd.org

West Contra Costa County School District

Project Name: West Contra Costa County School District (Multiple Projects)
Locations: Richmond, CA; San Pablo, CA
Scope of Project: Construction Management, Cost Estimating, Change Order Review
Description: Multiple projects including the rebuild of Michelle Obama School and various upgrades across De Anza High School, Richmond High School, and Riverside Elementary School.



Construction Costs: Michelle Obama School: $37M
Original Budget: $37M
Bid Amount: $37M
Final Amount at Close-out: $38M
Experience with DSA and OPSC: Comprehensive experience in managing DSA submissions and approvals.
Construction Delivery Systems: Design-Bid-Build.
Project Dates: 2018 – 2020 **Square Footage:** Various
Notice of Completion and DSA Final Certification: 2020
Number of RFI's and Change Orders: Effectively managed with minimal disruptions.
Key Individuals: Ajay Singh - Principal PM/Contract Manager, supported by construction management teams.
Sub-consultants: None
References: West Contra Costa Unified School District, Elizabeth Bornstein ebornstein@swinerton.com org

Each project exemplifies our firm's capability in managing diverse K-12 educational construction projects, showcasing our expertise in navigating regulatory processes, delivering projects within budget and schedule, and exceeding client expectations.

4.2 Team Personnel

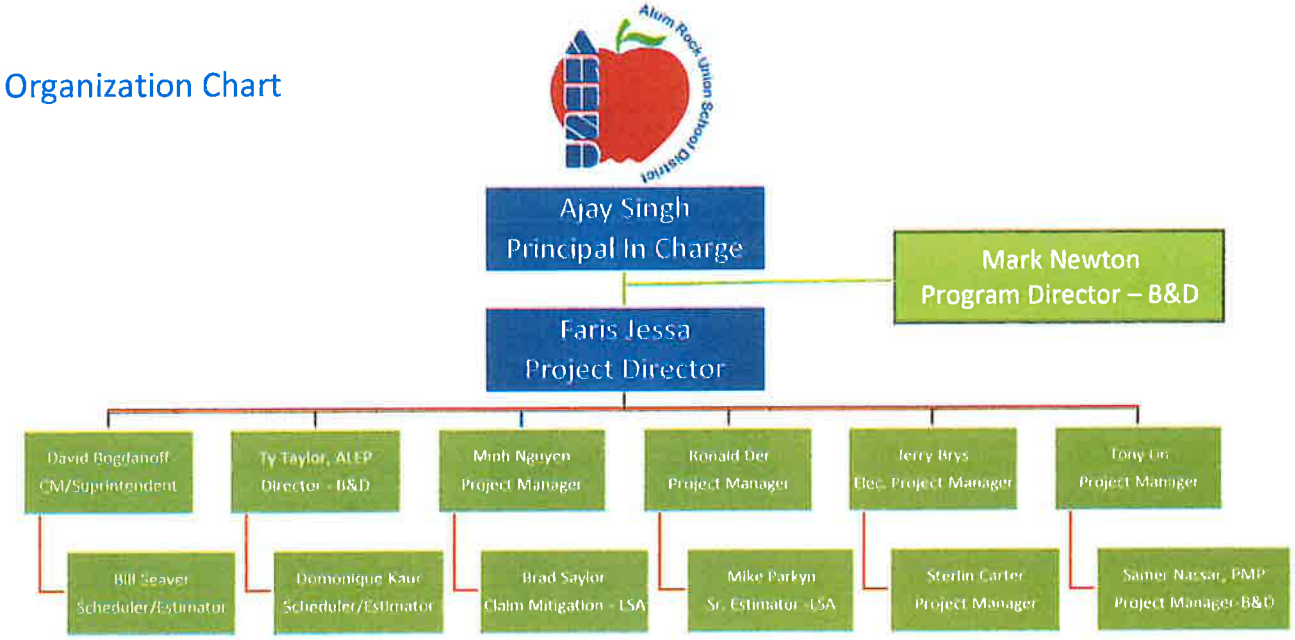
Our approach and philosophy to construction management services of the ARUSD projects are **"Right Team for the Right Project"**. Our construction management services success will be driven through four essential elements:

- Right Leadership
- Comprehensive Planning
- Reliable Execution (Cost, Time, and Quality)
- Proactive Communication


San Francisco Public Safety Building
Dabri provided change order review, cost analysis, & negotiation assistance, which result in saving in millions of dollars in Change Order cost.

Dabri proposes Ajay Singh, PMP, CQM, CPE, LEED AP as the Principal/Contract Manager. Ajay has 34 years of providing program and construction management services to the owner, developer, and general contractors. He has been with Dabri, Inc. for 24 years, successfully managing multiple projects for owners and contractors to implement cost-effective solutions for District's professional consulting services. Dabri had included Leland Saylor (DVBE) to provide cost estimating and Brailsford & Dunlavey for advisory, program management, design peer review and project management services.

Organization Chart



B&D – B & D Program and Construction management
LSA – Leland Saylor – DVBE Certified

ADDITIONAL CM RESOURCES

Project Engineer	Asst. Project Manager	PM/CM	DSA/OPSC Coordination
Jiaxin Fei	Naser Noorani	Christopher Sanchez	Risk Management
Emily Khin	William Chin	Hussain Arya, EIT, ACC, ICC	Environmental Compliance
Leon Yen	Abdul Ahmadi, EIT	Gary McIntyre	Department of Industrial Rel

PRINCIPAL IN CHARGE

Overall Operational Leadership Support to AREUSD and Dabri Teams. Ajay Singh will serve as the primary contact for the District. We have selected experienced and committed professional personnel for your upcoming projects.

Ajay Singh, CPE, PMP, QSP, CQM, LEED AP BD+C

Principal-In-Charge/Contract Manager



Ajay has over 34 years of extensive commercial construction experience that includes over 22 years in the K-12 market on a wide variety of challenging programs. He is an experienced leader with the ability to successfully coordinate the efforts of diverse CM-Multiple Prime, Design-Build, and Design-Bid-Build project teams. He is actively involved in the design-build process and integrated project delivery methods for projects including new construction, renovation, tenant improvements, seismic upgrades, data centers, historical renovations, and energy/solar projects. He has provided services for high-level programs for clients such as the San Francisco Unified School District, Stanford University, and the University of California San Francisco. His areas of expertise include sustainable designed schools, community colleges, universities, hospitals, gymnasiums, parks, play structures and bio-tech laboratories, central plants, site infrastructure, industrial, and commercial buildings. He has provided program and project management services on projects with budgets exceeding $1.2B.

Relevant Experience:

+ Mission Bay School, San Francisco, CA, New five-story school building with Administrative Offices, Classroom, Library, Shops Building, Auxiliary Gym and Main Gym, Multipurpose Room, Cafeteria, and Site Improvements.
+ Monte Bella Elementary School, Salinas, CA New campus and building construction, including site work improvements,
+ Chabot Community & Student Services Center New Community & Student Service Center about 64,000 SF, site development, and parking.
+ UC Berkeley, Doe Library Annex Seismic and Programmatic Improvements of existing 127,000 SF building constructed in 1950.
+ Chabot College, Instructional Office Building New Office Building about 36,000 SF, and includes site/infrastructure/Courtyard work.
+ West Valley College, Saratoga, CA Installation of a 5-mile-long underground utilities loop includes 15KV power along with voice and data infrastructures throughout the college campus.
+ Woodrow Wilson Elementary School – Design-Build about 53,000 square feet of interior space for new school with 13 learning studios, three project rooms, and three open classrooms.
+ Cupertino Unified School District, Support Bond Measure H
+ Solano County Community College District, Auto, Biotechnology, and Science Building Construction in three different Campus
+ UC Berkeley and UC SF – Multiple Projects
+ Oakland Unified School District – Bond Measure Projects

Education

- MBA with Project Management from Herriot Watt University, UK
- Post Graduate diploma from Herriot Watt University, UK time
- Certificate in Construction Cost Estimating from Oakton College in Illinois

Professional Certification/License

- Certified CPE from ASPE
- LEED Accredited Professional from USGBC.
- Certified CQM from United States Army Corp of Engineers
- Certified Project Management Professional (PMP) from PMI
- Certified California State Contractor License (#804774)
- Certified QSP from CASQA
- Certified CISEC

Training

- Maxwell Quest & Timberline Cost Estimating Applications
- Primavera CMIS Project Control & Prolog Cost Control
- Primavera P6, P5 and P3 Scheduling
- QSD/QSP
- CISEC

Affiliations

- Member of American Society of Professional Estimators (ASPE)
- Affiliated member of Project Management Institute (PMI)
- Affiliated member of American Society of Civil Engineers
- Construction Management Association of America (CMAA)
- California Stormwater Quality Association (CASQA)
- CISEC, INC.

Faris Z. Jessa, PMP, LEED AP

Project Director



Faris has over 20 years of program, engineering, and construction management experience for the construction and rehabilitation of educational facilities, commercial building, aviation, water and wastewater treatment plants, tunnels, dams, underground structures, infrastructure for water conveyance pipelines, water storage, and transit facilities. He has held positions of progressively greater responsibility, beginning with entry-level field inspections, project engineer, scheduler, project controls, construction manager, and provide construction management services for public utility infrastructure and transit projects. He has earned respect through hands-on experiences in resolving issues before impacting the critical path of the project. Mr. Jessa has experience using multiple construction management software for construction schedule management, trends, forecast, and construction cost controls. He is an effective speaker and able to describe highly technical designs and construction work in layperson terms and has participated in outreach events as an Owner's Representative.

Professional Experience

- Laney College Library and Learning Resources Centre, Oakland, CA
- SFUSD – + Mission Bay School, San Francisco, CA
- City of Dublin, Energy Efficiency Upgrade Project, Dublin, CA The project includes eight photovoltaic installations for the civic center, library, Shannon Community Center, and all three fire stations.
- Mission Bay School, San Francisco, CA, New five story school building with Administrative Offices, Classroom, Library, Shops Building, Auxiliary Gym and Main Gym, Cafeteria, and Site Improvements.
- San Francisco International Airport, Mel Leong Treatment Plant, San Francisco, New Administrative Office, Laboratory, Water Treatment Facilities, and Site Work Development, Street, & Parking
- Fort Lauderdale Airport, Florida -Project Manager on $35 million airport terminal expansion/renovation, achieved early completion Renovation and expansion of administrative space.
- Greater Orlando Aviation Authority, Orlando International Airport Security System Improvement Program, Inline Screening Systems. The program consisted of eight projects ranging from $2 million to $90 million in construction value.
- San Francisco Public Utilities Commission, Water System Improvement Program, San Joaquin Region – A $200M Program Management
- Tohopekaliga Water Authority, Administrative Headquarters, Kissimmee, FL A new $10 million LEED-Silver certified, Administrative Building on 4.5 acres, 54,000 square feet of new office space over four floors, including reception areas, customer service teller counters with Level 1 Bullet Resistant finishes, counting room, payment drop box, lobby, board room, and emergency operations center.

Education

- BS in Mechanical Engineering - Georgia Institute of Technology, Georgia

Professional Certification/License

- Certified Project Management Professional (PMP) from PMI
- Certified LEED Accredited Professional from USGBC
- EIT -Florida Board of Professional Engineers

CM Software Skills

- Oracle Unifier
- Prolog
- Primavera P6
- MS Project
- Sage & Timberline Estimating
- AutoCAD
- CADAM
- RSLogix 500 and 5000
- MS Office

Training:

- Primavera CMIS Project Control & Prolog Cost Control
- Primavera P6, P5 and P3 Scheduling

Mark Newton

Program Director/Vice President – B&D

Mark Newton is the leader of Brailsford & Dunlavey's west coast region's municipal and K-12 practice group, bringing over 30 years of experience throughout the State of California. He collaborates with many public agencies in the San Francisco Bay Area to deliver a wide range of projects, from small renovations to large college campuses. Mark has overseen over $3 billion in public general obligation bond work, ensuring best practices in both overall program management services and project-specific construction management assignments. His expertise spans a broad range of projects, including education, public agency, detention, high tech, fabrication, clean rooms, recreation and leisure, and municipal facilities. He has developed and managed program-wide systems, such as PMIS, master schedules, master budgets, project cost controls and forecasting, and program implementation plans, all of which were reviewed, presented, and approved by local governing boards.

Relevant Project Experience

+ **Redwood City School District**
  > Program Management
+ **San Jose Evergreen Community College District**
  > Program Management
+ **Oakland Unified School District**
  > Program Management
+ **Sacramento City Unified School District**
  > Schools Modernization Construction Management Services
+ **Monterey Peninsula College**
  > Bond Program Implementation
+ **Fremont Union High School District***
  > Measure B Bond Program Management
+ **Cupertino Union School District***
  > Public Schools Modernization Program Management
+ **Yosemite Community College District***
  > Measure E Bond Program Management
+ **Cuesta College***
  > Measure L Bond Program Management
+ **San Joaquin Delta Community College District***
  > Bond Measure Program Management
+ **Peralta Community College***
  > Program Management

Education

- B.Arch., California Polytechnic State University-San Luis Obispo

License/Certifications:

- Leadership in Energy & Environmental Design (LEED) Accredited Professional
- Licensed Architect; CA No. 24083
- Coalition for Adequate School Facilities (CASH)
- Community College Facilities Coalition (CCFC)

Skills

- Primavera P6 v18
- Microsoft Office
- Microsoft Project
- Primavera Project Planner
- Suretrack
- Prolog PM
- Oracle CMIS
- AutoCAD
- BlueBeam
- Oracle Unifier

Training

- Primavera CMIS Project Control & Prolog Cost Control
- Primavera P6, P5 and P3 Scheduling

Affiliations

- Affiliated member of Project Management Institute (PMI)
- Association for the Advancement of Cost Engineering, International (AACEI)

Domonique Kaur, LEED AP BD+C, CQM, CSI-CDT

Principal – Cost, Schedule & Constructability Reviewer



Ms. Kaur has over 25 years of experience in construction project management for infrastructure projects involving renovation, seismic upgrades, and new construction. Her responsibilities have included Primavera scheduling, cost estimating, value engineering, constructability reviews, cost control, forecasting, contract administration, and project management. She prepares cost and resource-loaded schedules, reviews contractor schedules for accuracy, and provides detailed progress reports. Ms. Kaur is skilled in creating short/long-term look-ahead schedules, analyzing critical paths, and forecasting key performance indicators. She also provides cost analysis, and value engineering during pre-construction phases, ensuring budget and schedule adherence with budgets exceeding $1 billion.

Relevant Experience

+ Cupertino Unified School District Bond Measure H, Cupertino, CA
+ Monte Bella Elementary School, Salinas, CA
+ The Emeryville Center of Community Life, Emeryville, CA
+ Walter A. Haas Jr. Pavilion, UC, Berkeley, CA
+ SFUSD Mission Bay School, San Francisco, CA,
+ Doe Library Annex Seismic Improvements, UC Berkeley, CA
+ West Valley College, Saratoga, CA
+ Riverside Elementary School, San Pablo, CA
+ Oakland Unified School District, Oakland, CA

Education

- Bachelor of Computer Science from Elizabeth City State University, North Carolina
- Bachelor of Science from India
- Master's Degree in economics from India

Professional Certification

- LEED Accredited Professional from USGBC.
- Certified CDT from CSI
- Certified CQM from USACE

Affiliations

- American Society of Professional Estimators
- Affiliated member of Project Management Institute (PMI)
- Affiliated member of American Society of Civil Engineers

Jerry Brys

Senior Electrical & Technology Project Manager



Mr. Brys has over 35 years of experience in design, construction project management, quality control, constructability review and cost estimating for electrical, communication, security system, fire alarm, instrumentation, commissioning and activation. He is well versed in all areas of electrical design, NECA, PLC, building codes and construction. He is an expert in interpreting all drawings and specifications used in the bidding/building process. He had prepared estimates with drawings from conceptual through 100% CD, including all trades that have an electrical impact. He has over 35 years of career thoroughly enjoying the challenges that come with the estimating, bidding process, winning, managing, QA/QC, activation & commissioning the project.

Relevant Project Experience

+ Stanford Linear Accelerator Center (SLAC), Palo Alto, CA
+ Police and Fire Station Retrofit Projects, San Francisco, CA
+ Mission Dolores Park, San Francisco, CA
+ SFO Terminal 3 Improvement Project, San Francisco, CA
+ SFPUC Oceanside Water Treatment Plant, San Francisco, CA

Education

- Construction Management Courses at NECA, ABC and SMACNA.

Registrations

- Contractor Licenses held in Michigan, Nevada and California

Software

- Timberline Cost Estimating
- Prolog System
- BlueBeam

Affiliations

- Honorable Discharge, United States Marine Corps.
- IBEW Local 58 Journeyman Electrician

Minh Nguyen, EIT

Project Manager



Minh has over 10 years of experience in construction management, inspection, quality assurance, quality control, material testing, analysis, and office engineering for building, civil, electrical, and structural projects. He supports large infrastructure projects during construction phases involving soil stabilization, retaining walls, pipelines, intake structures, dams, and road work at remote locations, notably the Alameda Watershed area. Minh is skilled in reviewing contract design drawings, updating civil, electrical, mechanical, and communication systems, and ensuring compliance with construction quality control and safety plans. He has in-depth knowledge of construction inspection, material testing, building codes, ASTM standards, safe working practices, and OSHA regulations.

Relevant Project Experience

+ Bluestone Roof Renovation, Fremont, CA
+ SCADA Server Room/ACDD VSAT Power Upgrade, Sunol, CA
+ CDRP – Electrical Building, Early Intake Tower, Roads, Bridges, Underground Utilities, Fremont, CA
+ WD-2818 – SCADA Server Room, Fremont, CA
+ WD-2832 Sunol Nursery, Sunol, CA

Education

- BS in Civil Engineering from San Jose State University, CA

Professional Certification

- EIT -California Board of Professional Engineers
- OSHA 10 Hour
- NOA Safety

CM Software Skills

- Oracle Unifier
- Oracle CMIS
- AutoCAD
- Sketchup
- Adobe Photoshop & InDesign
- Presentation
- MS Office

Tony Lin

Project Manager/Construction Manager



Tony specializes in quality and construction management services with 10 years of experience, providing engineering solutions for electric systems, gas systems, and capital improvement projects. He ensures quality and compliance by understanding plan drawings, specifications, and design guidelines. Tony is skilled in reviewing and processing submittals and RFIs through Unifier, maintaining accurate logs, and assisting in work schedule updates and construction progress. He is experienced in securing permits, organizing project documentation, and supporting project closeout. Tony also assists with meeting coordination, minute-taking, and distribution. He is goal-oriented, performs well in challenging environments, and works effectively in diverse teams with integrity and ethics.

Relevant Project Experience

+ Westside Recycled Water Irrigation Systems Retrofits, San Francisco
+ Los Gatos Bridge Replacement, Los Gatos, CA
+ PG&E Pole Replacement Program, San Ramon, CA
+ SFPUC Clarendon Emergency Firefighting Water System Upgrade, SF
+ San Bruno Grade Separation Project, San Bruno, CA

Education

- BS in Civil Engineering from San Jose State University, CA

Professional Certification

- OSHA 10 Hour
- NOA Safety

CM Software Skills

- SketchUp 3D
- Microsoft Project
- AutoCAD
- SAP Business Tools
- BlueBeam Revu
- Plangrid
- Fast Flow Estimate
- GIS Mapping

Ty Taylor, ALEP

Director – B&D

Ty Taylor is a Director in B&D's Northern California office, focusing on the planning and implementation of K-12 and community college facilities. Over the last five years, he has overseen the design management of $700 million in DSA projects. Ty has managed the design and development of over $1 billion in capital projects, including educational facilities and municipal parks recreation facilities. His portfolio includes approximately $30 billion in long-term capital programs, capacity and school utilization planning, and district-wide master planning across the U.S.

Relevant Project Experience

+ **Alexandria City Public Schools**
  > School Office Relocation Program & Construction Management,
+ **District of Columbia Public School**
  > Modernization Program, Capacity, and Swing Space planning
+ **Oakland Unified School District**
  > Director, Program and Construction Management Services
+ **San Jose Evergreen Community College District**
  > Program Director, Program Management Services
+ **Redwood City School District**
  > Design Manager, Program Management Services

Education

- M.Arch., North Dakota State University
- B.S. Environmental Design, North Dakota State University
- American Sign Language, Minnesota State.

Registrations

- Accredited Learning Environment Planner (ALEP)
- National Council of Architectural Registrations Boards (NCARB)

Publications: 8 in 8 years

- Creating an Inclusive and Welcoming Campus for Diverse Students (2024, CCFC)
- Others available on request

David Bogdanoff, PMP, LEED GA

Construction Manager/Superintendent



Mr. David Bogdanoff over 30 years of experience as Construction Manager, Project Engineer and Senior Inspector with experience in construction, engineering and operations in aviation, underground utilities, rail transit, infrastructure, environmental, and seismic retrofit projects. His responsibilities have included site assessment, preparation of construction documents, contracts and scopes of work, assuring quality assurance/quality control (QA/QC) for compliance with contract drawings, specifications and building codes, reviewing witness testing, change orders and approving requests for payment, startup and commissioning. Other project engineering functions have involved planning, constructability reviews, estimating, scheduling, permitting and architectural compliance.

Relevant Experience

+ SFUSD Capital Improvements Project, San Francisco, CA
+ SFO Southfield Abatement Project, San Francisco, CA
+ San Francisco International Airport (SFO) AirTrain Project, SF
+ Lawrence Livermore National Laboratories – Seismic Upgrade of Lab Building 151 Project, Livermore, CA. The laboratory building remained occupied during the construction period.

Education

- B.S., Construction Management, California State University – Long Beach

Certification/Training

- Project Management Institute (PMP #1045875)
- LEED Green Associate (GBCI #10542575)
- OSHA Hazardous Waste and Emergency Response Training (40 hour)
- U.S. Army Corps of Engineers Mii Estimating Program

Brad Saylor

Principal in Charge (Leland Saylor Associates)



Mr. Saylor has over 32 years of experience in construction program management, cost planning and estimating, value engineering, and life cycle costing. He has led or participated in cost planning and estimating for numerous higher education and K-12 master planning and design projects, with extensive experience on state projects requiring DSA, OPSC, DGS, CCCCO, and RESD-PMB compliance. Mr. Saylor has provided cost estimating services for over 500 K-12 and higher education projects, including district-wide bond programs.

Relevant Experience

+ SFUSD, Program-Wide Estimating, San Francisco, CA
+ Fremont USD, Program-Wide Estimating, Fremont, CA
+ Long Beach City College– Liberal Arts Campus Long Beach, CA
+ San Mateo CCD, Capital Improvements Program, San Mateo, CA
+ Oakland Unified School District, Oakland, CA
+ San Ramon Unified School District Bond Program. Program-Wide Estimating
+ Emery Unified School District, Emeryville Center for Community Life, Emeryville, CA

Education

- B.S Business, Emphasis in Real Estate Finance, University of Southern California

Software

- Hard Dollar Estimating
- P6 Primavera
- MS Project
- EPS
- RSMeans
- Timberline
- Microsoft Office
- Agtek
- OST

Affiliations

- American Society of Professional Estimators

Response to Change Order Data and Contractor Performance

Change Order Data:

Our five most recent public works projects include Solano Community College District (SCCD)'s Auto-Tech Center with an original estimate of $19,000,000 and a final cost of $19,350,000, reflecting $350,000 in change orders due to unforeseen subsurface conditions and additional client-requested enhancements. SCCD's Bio-Tech had an original estimate of $26,500,000 and a final cost of $26,450,000, with $500,000 in change orders primarily due to updated regulatory requirements and client-driven design changes. SCCD's LLRC original estimate was $44,490,000, ending at $46,500,000 with $2,010,000 in change orders for utility relocations and sustainability feature enhancements. Emeryville Center, estimated at $96,000,000, concluded at $99,000,000 with $3,000,000 in change orders due to unforeseen site conditions and stakeholder feedback adjustments. Lastly, Lockheed B214's original estimate of $37,500,000 rose to $38,500,000, with $1,000,000 in change orders for additional added work scope by stakeholders.

Enforcing Contractor Performance and Limiting Claims:

Our team ensures timely contractor performance and limits claims through several strategies. We prepare comprehensive contract documents that clearly outline project requirements, schedules, and deliverables to prevent ambiguities and disputes. Regular site inspections, progress meetings, and detailed reporting are part of our stringent monitoring processes to track contractor performance. Change orders are managed proactively by maintaining a detailed log, ensuring timely review and approval, and negotiating fair pricing to minimize impact on the overall project timeline and budget.

Thorough pre-construction meetings and risk assessments help identify potential issues early, fostering a collaborative environment to address them promptly and reduce the likelihood of claims. Additionally, we include performance incentives for early completion and penalties for delays in our contracts to motivate contractors to adhere to schedules.

Sub-Consultants:

We have long-standing relationships with Brailsford and Dunlavey (B&D) and Leland Saylor Consulting (Saylor), who bring specialized expertise to our projects. B&D provides advisory and program management services and has over 30 years of experience, completing more than 1,500 educational construction projects in California, the District of Columbia, Detroit, Austin, and Baltimore. Saylor Consulting is known for providing cost estimating services for all types of K-12 and higher education projects. They offer detailed cost analysis and value engineering services with a proven track record in managing costs for large-scale infrastructure projects. Our fee schedule is included in Tab 6 Fees.

Properly Licensed:

Our firm is fully licensed and permitted to provide construction management services in California, holding the necessary licenses to operate in Santa Clara County and the City of San Jose. Our licenses include a California Contractor's License, and a City of San Jose Business License. We are committed to complying with all local, state, and federal regulations to ensure the successful execution of our projects.

References:



Name of owner: Oakland Unified School District
Contact name : Olakunle Gbadamosi, LEED AP
Contact's job title: Director
Phone number: (916) 501-0705
Email address: ola.gbadamosi@ousd.org
Project name and location: OUSD Measure Y Program & Construction Management
Beginning and end dates of project: 2020-2026



Name of owner: Emeryville Unified School District.
Contact name : Nimone Li-Hardisty
Contact's job title: Sr. Project Manager
Phone number: (510) 432-6481
Email address: nlihardisty@swinerton.com
Project name and location: The Emeryville Center of Community Life
Beginning and end dates of project: 2015-2017



Name of owner: Solano County Community College District
Contact name : Cary Talbott
Contact's job title: Sr. Project Manager
Phone number: (707) 863-7885
Email address: cary.talbott@solano.edu
Project name and location: Library Learning Resource Center Complex
Beginning and end dates of project: 2019-2021

5. Litigation History

None, Dabri has not had any claims in the past twenty (20) years. Our commitment to providing high-quality construction management services, strict adherence to industry standards and regulations, and our proactive approach to risk management has enabled us to maintain a strong track record of successful project delivery with no claims filed against us. We take pride in our ability to deliver projects on time, within budget, and to the highest standards, and believe that our claims-free record is a testament to our commitment to excellence.



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Kitchen at Fire Station -Dabri provided CM Services for LEED Gold Certified Fires Station#5 in San Francisco

6. Fees

Below is the proposed fee schedule, general conditions costs and/or reimbursable expenses that your firm intends on proposing for the completion of the District's projects.

Dabri, Inc.	Hourly Rate				
	Year 1	Year 2	Year 3	Year 4	Year 5
Principal-In-Charge	$280	$288	$297	$306	$315
Project Director	$260	$268	$276	$284	$293
Sr. Project Manager	$210	$216	$223	$229	$236
Project Manager	$186	$192	$197	$203	$209
Assistant Project Manager	$170	$175	$180	$186	$191
Office Engineer	$170	$175	$180	$186	$191
Assistant Engineer	$160	$165	$170	$175	$180
Principal Estimator/Scheduler	$260	$268	$276	$284	$293
Sr. Estimator/Scheduler	$230	$237	$244	$251	$259
Cost Estimator/Scheduler	$210	$216	$223	$229	$236
Cost Controls	$190	$196	$202	$208	$214
Document Controls	$90	$94	$97	$101	$105

Brailsford & Dunlevey	Hourly Rate				
	Year 1	Year 2	Year 3	Year 4	Year 5
Program Executive – Mark Newton	$380	$395	$411	$427	$445
Program Director – Ty Taylor	$310	$322	$335	$349	$363
Construction Manager – Samer Nassar	$185	$192	$200	$208	$216
Project Engineer	$170	$177	$184	$191	$199
Document Control Specialist	$160	$166	$173	$180	$187
Admin Support	$90	$94	$97	$101	$105

Leland Saylor	Hourly Rate				
Principal-in-charge	$300	$309	$318	$328	$338
Director	$260	$268	$276	$284	$293
Sr. Project Manager	$240	$247	$255	$262	$270

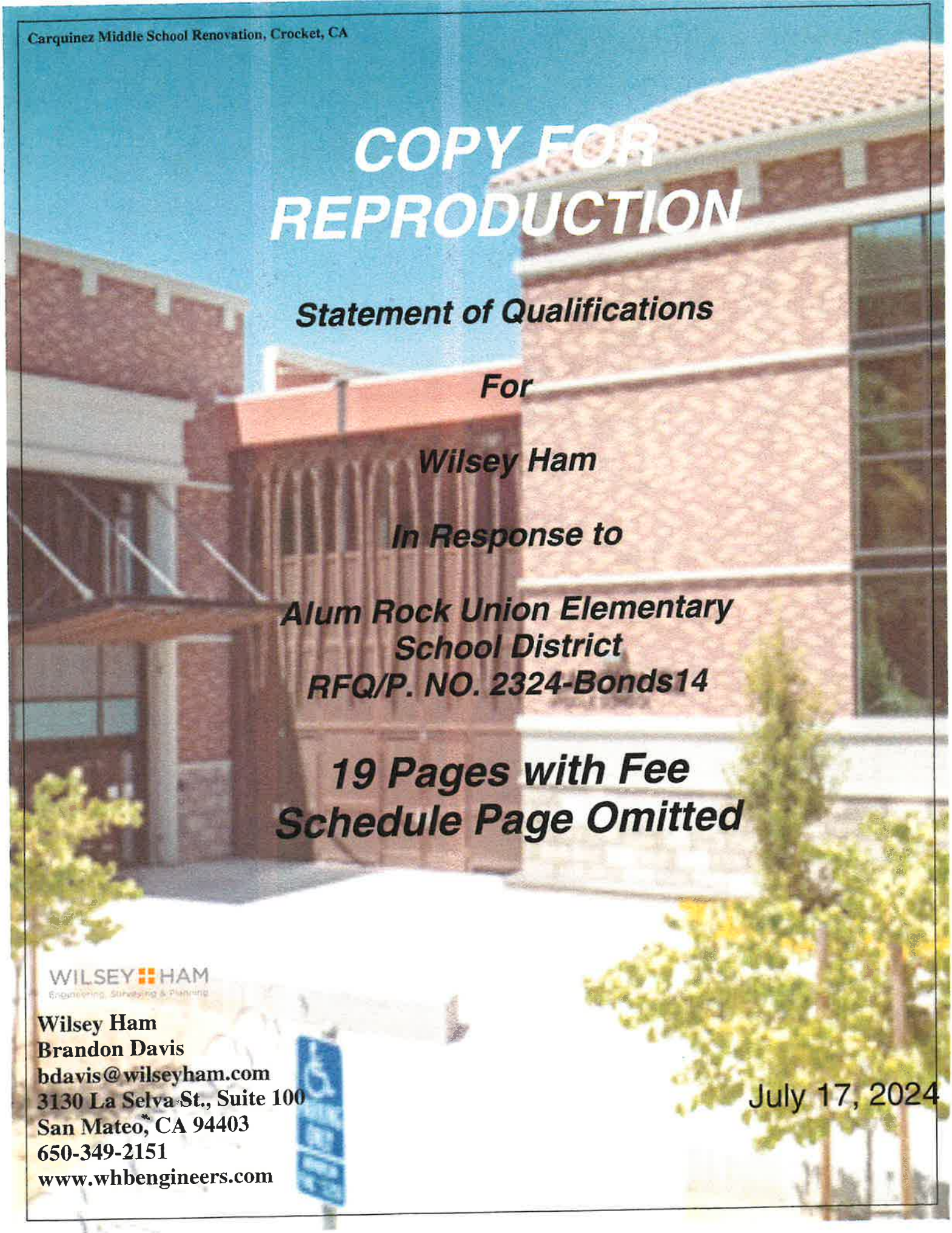
Note 1: Contract rates will be escalated annually at the start of the calendar year

Note 2: Fees are typically charged on a lump sum or an hourly-not-to-exceed basis, depending on the nature of the project and mutual agreement between District and Dabri.

Note 3: Reimbursable items will be a Cost plus 10%. Field Office, furniture, office equipment, supplies, field office vehicle and maintenance provided by District.

Note 4: Consultants will be marked up Cost plus 5% for administrative handling and management.

Note 5: Subconsultant markup will be a 5% plus 10% administrative fee.



COPY FOR REPRODUCTION

Statement of Qualifications

For

Wilsey Ham

In Response to

Alum Rock Union Elementary School District RFQ/P. NO. 2324-Bonds14

19 Pages with Fee Schedule Page Omitted

WILSEY HAM
Engineering, Surveying & Planning

Wilsey Ham
Brandon Davis
bdavis@wilseyham.com
3130 La Selva St., Suite 100
San Mateo, CA 94403
650-349-2151
www.whbengineers.com

July 17, 2024

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Wilsey Ham Statement of Qualifications for Construction Management Services

July 17, 2024

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WILSEY HAM
A WHB COMPANY

July 17, 2024

Marc Freitas
Director of Facilities, Bonds and Leases
Alum Rock Union Elementary School District
2930 Gay Avenue
San Jose, CA 95127

Re: Statement of Qualifications and Proposal for Construction Management Services RFQ/P NO. 2324-Bonds14 – Cover Letter

Dear Mr. Freitas,

On behalf of Wilsey Ham, I am pleased to express our interest and submit our response to this RFQ to the Alum Rock Union School District, including addenda #1 & 2. Our proposal demonstrates that our team has the qualifications and abilities to perform the required scope of construction management services for Alum Rock Union School District.

Wilsey Ham is a construction management, civil engineering, and surveying firm. Founded in 1942, we have more than 80 years of experience with public works, including bond funded school projects. In 2023, Wilsey Ham acquired Critical Solutions, Inc. and their team of construction management professionals who have been managing construction projects for over 29 years.

Our team has extensive experience with managing all phases of bond funded projects for school districts across Northern California. From pre-construction through closeout, our team has successfully assisted our clients in all aspects of program and project management. Through early and active involvement, we have saved our clients millions of dollars in change orders, maintained complex and aggressive schedules, and provided prudent financial oversight for all of our projects.

As President of the firm, I will be the point of contact for this RFQ submittal and any subsequent negotiations. I can be reached at our office address shown on the letterhead below. My email address is bdavis@wilseyham.com and my direct phone number is (650) 286-8428.

Wilsey Ham received a copy of Alum Rock Union School District's form of Construction Management Services Agreement ("Agreement") attached as Appendix "A" to the RFQ/P. Wilsey Ham has reviewed the indemnity provisions and professional liability insurance provisions contained in the Agreement. If given the opportunity to contract with the Alum Rock School District, Wilsey Ham would respectfully request modifications to the Construction Management Services Agreement as noted in the appendix to this proposal.

Wilsey Ham received a copy of Alum Rock Union School District's form of Agreement attached as Appendix "A" to the RFQ/P. Wilsey Ham has reviewed the "Conduct on Project Site and Fingerprinting" provisions contained in the Agreement, and if selected, agrees to comply with the terms of those provisions and Education Code section 45125.01, including, but not limited to, submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees."

Wilsey Ham certifies that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract(s), nor that any such person will be employed in the performance of any/all contract(s) without immediate divulgence of this fact to the District.

We look forward to opportunities to provide construction management services for any future projects as assigned by the District.

Sincerely,

Brandon S. Davis, PE
Wilsey Ham
President
RCE: C61024

2 Business Information

Business Information

- **Company Name:** Wilsey Ham
- **Address:** 3130 La Selva Street, Suite 100, San Mateo, CA 94403
- **Telephone**: 650-349-2151
- **Fax:** 650-345-4921
- **Website**: www.whbengineers.com
- **Name and Email of Main Contact:** Brandon Davis - bdavis@wilseyham.com
- **Federal Tax ID Number**: 94-1354599
- **License or Registration Number:** CA RCE: C61024
- **Type of Organization**: C Corporation
- **Certificate of Insurance**: Sample attached at the end of this section.
- **A Brief Description and History of Firm**:

  Since our founding in 1942, Willsey Ham has been providing a wide variety of civil engineering services to municipalities throughout the Bay Area. In 2023, Wilsey Ham acquired Critical Solutions, Inc and their team of construction management professionals who have been providing professional construction management services for over 29 years. Our team has successfully managed many bond-funded and public works projects throughout Northern California.

- **Number of Employees:** 47
- **Location of Office Where the Bulk of Services Solicited will be Performed:**

  3130 La Selva Street, Suite 100
  San Mateo, CA 94403

- **Any State of CA certification for Your Firm of Small Business or Disabled Veteran Business Enterprises Status**:

  None.

- **How Sub-Consultants are Usually Used by Your Firm and to What Extent Work is Performed In-House Versus by a Sub-Consultant:**

  The vast majority of project management tasks are performed in-house. For highly specialized tasks that may require additional expertise, we have a broad array of subconsultant relationships.

- **Provide Similar Experience for Proposed Sub-Consultants:**

  By leveraging the diverse experience of our internal resources, Wilsey Ham has been able to maintain majority control over our projects as Prime, allowing us to achieve cost efficiencies without needing to engage subconsultants.

- **How Sub-Consultants Will be Utilized on the Project(s) and to What Extent Work Will be Performed In-House:**

  Based on our previous experience and in-house resources available, we do not foresee the need for additional expertise or subconsultants to manage the upcoming Projects for the Alum Rock Union Elementary School District.

3 Executive Summary: Approach and Firm Qualifications

Executive Summary

Outline your construction management approach, including:

1. ***Scope of Services: Provide a statement demonstrating your firm's or team's ability to accomplish the scope of services in a comprehensive and thorough manner with an aggressive schedule in order to meet the District's goal of moving projects into construction within the earliest possible timeframe.***

   Wilsey Ham is committed to delivering the highest quality of service in a comprehensive and thorough manner, even within the constraints of an aggressive schedule. Our proven track record, strategic approach, and robust resources ensure that we can meet the District's goal of moving projects into construction at the earliest possible timeframe We utilize advanced project management tools and methodologies to develop detailed project plans that include clear milestones and deliverables. Our agile approach allows us to adapt quickly to any changes or unforeseen challenges, ensuring that the project stays on track Our agile approach allows us to adapt quickly to any changes or unforeseen challenges, ensuring that the project stays on track Our team is fully equipped to handle the scope of services required by the District. Our comprehensive approach, combined with our ability to work efficiently under pressure, guarantees that we can move projects into construction within the earliest possible timeframe. We are dedicated to achieving the District's goals and delivering exceptional results on time

2. ***Describe your firm's approach to cost estimating, including some history of cost estimates versus actual bid amount, on three (3) school projects awarded in the last five (5) years. Include at least two (2) examples of similar projects and change order percentages.***

Cost estimates to bid amounts:

We prefer to work closely with the architects and engineers during design so the project can be built within budget. Our approach is to provide a project appropriate level of estimating effort. Depending on scope, this can be as simple as getting vendor quotes or as complex as multiple estimate reconciliations with the design team, the CM and other professionals. Thus, our approach varies depending on size and complexity. What doesn't change is the need for cost estimating during all phases of the project.

Prior to bid, project budgets are assembled by the WH project team, with contemporaneous cost input from the designers, engineers, contractors and construction estimating software to provide accurate numbers for cost budgeting.

During the construction phase of the project, there is a need for change order estimating. Our initial review of a contractor PCO is for merit. If the PCO has merit, the next step is to review the contents of the proposal. Does it have sufficient backup? Are the estimates broken down so that they can be reviewed? Does the proposal meet contractual requirements for markups and are the mathematical extensions correct.

Once these questions are answered satisfactorily, the request is broken down and evaluated. Individual components are estimated, estimate checked or simply confirmed. If there is a disagreement

between the PCO and our estimate, a meeting with the contractor is often necessary where the value of good change order estimating is invaluable in achieving a fair price for the change.
Below are some examples of cost estimates in comparison with bid amounts from Los Medanos:

- Safety center demolition: Budget estimate $301,199. Cost at completion $342,309 including $15,400 in unforeseen change orders for asphalt repairs and transit pipe removal.

- Brentwood solar PV and BESS: Budget estimate: $2,399,361 including contingency. Contract $2,269,660.

- Split AC system: Budget estimate $402,253 including contingency. Contract $367,363.

Change order percentages

- The new $56M Science Building at Contra Costa College was managed by Wilsey Ham beginning with the design phase of the Project. By assisting the design team in creating four separate phases for the Project, we were able to save the District more than a year of schedule and $2M in budget. Total change orders for all phases combined was 4.89%, with more than one half of that amount resulting in discovery of unforeseen hazardous materials that were required to be abated during the demolition process. Approximately $500k of the Project overall savings was utilized to fund additional scopes of work requested by the stakeholders to enhance the new building and to provide additional amenities for staff, students and visitors.

- Los Medanos Automotive Classroom Renovation. 4.4% change orders.

Wilsey Ham has estimating capability, and we typically provide change order and scope change estimates. While we have the capability to perform entire project estimates, such as the 47-unit Willows apartment project in San Jose (completed in May 2024), our recommendation to owners is to make the architect responsible for project estimating with a contract requirement for them to redesign if the costs are not within budget. If the project is structured as such, Wilsey Ham can provide check estimates or recommend a third-party estimating firm. Although we are well versed in estimating, a dedicated estimating firm can provide a non-biased cost evaluation.

3. *Describe your firm's approach to quality control/assurance procedures, including coordination of DSA final certification.*

Wilsey Ham is committed to delivering projects that meet the highest standards of quality. Our comprehensive quality control (QC) and quality assurance (QA) procedures, combined with effective coordination of Division of the State Architect (DSA) and Inspector of Record (IOR), ensure that all projects adhere to regulatory requirements and client expectations. Our Construction Managers conduct thorough design reviews at key project milestones, including schematic design, design development, and construction documents. These reviews ensure that the design meets all quality, safety, and regulatory standards. We attend and participate in pre-construction meetings with all stakeholders to clarify roles and responsibilities and discuss quality expectations. These meetings ensure alignment and prepare the team for successful project execution. We establish quality checkpoints at critical stages of construction, ensuring that each phase meets the required standards before proceeding. This proactive approach helps

identify and address issues early. Our team conducts regular on-site inspections to verify that construction activities comply with approved plans, specifications, and quality standards. These inspections cover materials, workmanship, safety, and regulatory compliance. Any non-conformances are documented, reported, and addressed promptly through corrective actions. Our team works closely with the contractors to resolve issues and prevent recurrence. When applicable, we engage independent third-party testing agencies to conduct material and system tests, verifying compliance with specifications and regulatory requirements. These tests include structural, mechanical, electrical, and environmental assessments. We coordinate all commissioning activities with the Commissioning Agent, IOR and District. We maintain accurate and comprehensive project documentation, including plans, specifications, inspection reports, test results, and as-built drawings. This documentation is essential for final project acceptance and certification. We coordinate with AOR, design professionals, facilities personnel and the IOR to schedule and conduct the final inspection. Our team is present to address any questions, provide documentation, and ensure all aspects of the project meet DSA requirements. Wilsey Ham is dedicated to maintaining the highest standards of quality through meticulous QC/QA procedures and effective coordination with the DSA/IOR. Our comprehensive approach ensures that all projects meet regulatory requirements and client expectations, culminating in successful final certification and the delivery of superior educational facilities.

4. ***Describe the approach to compliance with Project requirements and conformance with Federal/State/Local applicable code requirements***

Wilsey Ham is dedicated to ensuring full compliance with all project requirements and applicable codes at the federal, state, and local levels. Our comprehensive approach encompasses thorough planning, rigorous adherence to standards, continuous monitoring, and proactive collaboration with the design professionals, District personnel and regulatory bodies. Compliance considerations are integrated into every stage of the project planning process. This ensures that all requirements are addressed from the beginning and throughout the project lifecycle. We establish and maintain open lines of communication with relevant regulatory agencies and authorities. This helps ensure that we are aware of any updates or changes to requirements and can address any issues promptly. Wilsey Ham is committed to achieving full compliance with all project requirements and applicable codes at every level. Our systematic and proactive approach ensures that we not only meet but exceed regulatory expectations, delivering projects that are safe, legal, and of the highest quality.

A. Include a brief summary of your firm's qualifications, including:

1. ***Describe your firm's experience with providing estimating services in connection with assisting with planning the implementation of a Master Facilities Plan.***

Wilsey Ham provided program management for the Contra Community College District. Smaller projects were estimated in-house and larger projects estimated by the design team. All project budgets and costs were tracked with Bond Management Executive Tools (BMET) software, which provided transparent accountability for all bond funds, cash flow (including projected cash flow), funding that was encumbered as well as estimated costs to complete. By meticulously updating

this program, we were able to give accurate fiscal updates on a monthly basis. It also provided to be valuable for project financial closeout.

2. ***Describe your firm's experience with construction cost reduction measures such as, but not limited to, value engineering in design and construction.***

Wilsey Ham has extensive experience in implementing construction cost reduction measures, including value engineering, without compromising quality, safety, or functionality. Our approach combines innovative design solutions, efficient project management practices, and strategic procurement processes to deliver cost-effective projects. We integrate value engineering into the early stages of the design process. By involving our multidisciplinary team of architects, engineers, and construction managers from the beginning, we identify opportunities for cost savings while maintaining design integrity. Each proposed alternative is subjected to a rigorous cost-benefit analysis to ensure it delivers the desired savings without negatively impacting the project's quality or performance. We leverage advanced project management software and Building Information Modeling (BIM) to improve coordination, detect potential issues early, and avoid costly rework. Wilsey Ham has a proven track record of successfully implementing construction cost reduction measures through value engineering, efficient project management, strategic procurement, and innovative design solutions. Our commitment to delivering high-quality, cost-effective projects ensures that we meet our clients' budgetary constraints while maintaining the highest standards of performance and safety.

3. ***Demonstrate your firm's*** **flexibility in adapting to the changing needs and priorities of a K-12 school district.**

Wilsey Ham understands the unique and evolving needs of K-12 school districts and has developed a flexible approach to ensure we meet these requirements effectively. Our adaptability is rooted in proactive communication, dynamic project management, and a commitment to partnership with educational stakeholders. We prioritize regular and open communication with all stakeholders. This ensures we understand their needs and can respond quickly to any changes. Our project management approach includes flexible scheduling to accommodate the school calendar, minimizing disruptions to school activities and ensuring critical milestones align with key academic dates. We tailor our management solutions to meet the specific needs of K-12 schools, considering factors such as flexible learning environments, safety, accessibility, and future scalability. We view our relationship with the school district as a partnership. This collaborative approach ensures that we are working together towards common goals and are prepared to adapt to new challenges and opportunities as they arise. Our team includes professionals with extensive experience in bond funded educational projects. This specialized knowledge allows us to anticipate and respond to the unique needs of school districts effectively. Our team is committed to providing flexible and responsive services to K-12 school districts. Our proactive communication, dynamic project management, tailored solutions, and strong partnership approach ensure we can adapt to changing needs and priorities, delivering projects that meet the educational, safety, and community goals of the district.

3. ***Describe your experience with DSA, working within DSA processes, and other state agencies.***

Wilsey Ham has extensive experience working with the Division of the State Architect (DSA) and other state agencies, ensuring compliance with all regulatory requirements and facilitating smooth project approvals. Our familiarity with DSA processes, combined with our proactive approach to regulatory engagement, enables us to deliver projects efficiently and effectively. Our team is well-versed in DSA's standards and procedures, including accessibility (ADA compliance), structural safety, fire and life safety, and energy efficiency. By working collaboratively with the Architect and Design Team, we are able to provide our clients with projects that consistently meet DSA compliance requirements. In addition to our thorough understanding of DSA compliance, we have worked closely with various other state and local agencies having jurisdiction including BAAQMD, PG&E, water and sewer districts, local police and fire departments and the Department of Health. Our robust and proven approach to working with DSA and other state agencies. Our deep understanding of regulatory requirements, proactive coordination, and strong track record of successful project approvals ensure that we can effectively manage the complexities of state agency processes and deliver projects that meet all regulatory standards.

4. ***Identify established methods and approaches utilized by your firm to successfully meet completion deadlines and provide examples demonstrating effective use of stated methods and approaches.***

In order to successfully manage school construction bond-funded projects and meet completion deadlines, Wilsey Ham employs a range of established methods and approaches. Here are some of the key strategies and examples demonstrating their effective use:

By conducting page turn reviews with facilities and operations personnel, we have been able to provide equipment changes to better align with campus standards for future maintenance considerations. We have found this to be especially beneficial with HVAC and mechanical equipment to ensure that replacement and maintenance parts are readily available.

By performing constructability review during design and construction documentation phases, we have been able to identify specific items and assemblies that were experiencing long lead times. By collaborating with the design team and resource vendors, we were able to find acceptable alternatives with better pricing and quicker turnaround. This has been prevalent in the last 2-3 years with electronic controls, audio visual equipment and some FFE items.

The Construction Managers at Wilsey Ham have been able to provide extremely accurate estimating and cost accounting measures to keep our projects on budget. This has been evident with the success in use of BMET on multiple bond projects as the District's we have worked with will

attest to. This is also true for managing budget change order items for our clients. With a detailed cost exposure log, we provide all of our clients with frequent updates and identify not only contractor change requests, but also potential change items that could have budget (and/or schedule) impact. This provides us an opportunity to provide the District with a cost and benefit analysis to allow them to make a well-informed decision.
Independent estimating and cost verifications accompany each change review to verify that the client is receiving fair market value for their budget dollars.

Wilsey Ham's team of professionals are exceptional communicators and maintain outstanding project documentation. We have been able to successfully protect our clients from Contractor claims for the Projects that we manage. By providing our clients with frequent and relevant information, we find that our projects stay on point and that our clients' expectations are met or exceeded.

By employing these methods and approaches, Wilsey Ham ensures the successful completion of school construction bond-funded projects. These strategies allow us to manage timelines effectively, maintain quality, and meet the expectations of stakeholders

B. *Provide a statement of your work plan including your firm's present workload and number of current projects, and where possible, projected workload for the coming two years, which should include available staff.*

Our firm is currently engaged in multiple active projects across various sectors including public and private clients. The team is operating at approximately 75% of capacity, allowing us to provide excellent quality serv ices to meet our clients' expectations. Looking forward, we anticipate a variable project workload due to several influencing factors including market trends, client demands and potential new business opportunities.
Wilsey Ham strives to maintain outstanding customer service by being agile. We expect our team to grow organically through both training and development of our current staff and by continually seeking experienced talent from outside of our organization that would provide valuable expertise to our team.

NARRATIVE OF RELEVANT K-12 PROJECT EXPERIENCE AND REFERENCES

1.1
John Swett Highschool Modernization, Crocket, CA Design-Bid-Build

This project included four primary program elements including remodeling the four-story academic building, updating the gymnasium and locker rooms, remodeling the metal and wood shops, and installing an interior elevator. The academic building remodel consisted of updating the kitchen, classrooms, labs, offices and restrooms. This includes new finishes, doors, and lighting, as well as power and data upgrades. It also received a new air conditioning system for all floors. The gymnasium updates included a new ceiling, a modern wood flooring system, and refreshed bleachers. The metal and wood shops are receiving updated office spaces, refreshed floors and ceilings, as well as a new dust collection system. The new interior elevator will allow ADA access to the locker rooms, gymnasium and both stories of the shops. Additionally, the entire fire alarm system in all areas was fully upgraded and the fire sprinkler system modified to account for new wall layouts.
systems.

Original Project Budget	Bid Amount	Final Amount at Close-Out
$18,400,000	$15,391,900	$17,941,169
Square Footage	**Project Start Date**	**Project End Date**
49,698	10/2018	1/2021
Number of RFIs	**Number of Change Orders**	**Staff Members**
378	41	Stefan Johnson Allan France Kelli Glenn

1.2
Carquinez Middle School Remodel, Crocket, CA Design Build/Lease Leaseback

This project included four primary program elements including remodeling the four-story academic building, updating the gymnasium and locker rooms, remodeling the metal and wood shops, and installing an interior elevator. The academic building remodel consisted of updating the kitchen, classrooms, labs, offices and restrooms. This includes new finishes, doors, and lighting, as well as power and data upgrades. It also received a new air conditioning system for all floors. The gymnasium updates included a new ceiling, a modern wood flooring system, and refreshed bleachers. The metal and wood shops are receiving updated office spaces, refreshed floors and ceilings, as well as a new dust collection system. The new interior elevator will allow ADA access to the locker rooms, gymnasium and both stories of the shops. Additionally, the entire fire alarm system in all areas was fully upgraded and the fire sprinkler system modified to account for new wall layouts.

Original Project Budget	Bid Amount	Final Amount at Close-Out
$37,000,000	$35,306,000	$38,908,000
Square Footage	**Project Start Date**	**Project End Date**
43,346	1/2020	12/2022

Number of RFIs	Number of Change Orders	Staff Members
355	4 Amendments	Stefan Johnson Allan France Kelli Glenn

1.3
New Science Center, Contra Costa College, San Pablo, CA

Construction Management services were provided by Wilsey Ham for Design, Bidding, Construction and Post Construction Phases of this project. The project included a total of four phases: Abatement/Demolition of Existing Buildings, Site Work and Utilities, Main Building Construction, and Abatement/Demolition of Abandoned Biology and Physical Sciences Buildings. The Science Center building was occupied in January 2022, and the last phase of the project was completed in October 2022. Overall, the project was over $2 million under budget and opened on schedule. From pre-construction through project closeout, we provided comprehensive project and construction management services. Our Senior Project Manager worked closely with the District in developing proposal packages to assist with the selection of the architectural firm (Smith Group) and the General Contractor (BHM Construction). Our team prepared a budget estimate for hard and soft costs; a master project schedule that included all four phases of the project; prepared and managed the constructability review process; and prepared the front-end construction Division O and 1 documents. The team used the District's BMET project accounting system, EADOC for the web-based construction management of RFIs, submittals, memos, and other project documents. PlanGrid was used to track changes during construction and BIM was successfully used during design and construction to minimize change orders during construction.

The project is net zero ready. Some specific areas of focus in the construction of this facility that required added expertise and coordination efforts by the CSI team included the installation of laboratory gas and vacuum systems, emergency generator, chemical fume hoods, biological safety cabinets and the reverse osmosis/deionized water recirculation systems.

Original Project Budget	Bid Amount	Final Amount at Close-Out
$71,382,834	$55,963,700	$71,340,881
Square Footage	**Project Start Date**	**Project End Date**
50,000	10/2018	4/2022
Number of RFIs	**Number of Change Orders**	**Staff Members**
515	23	Bret Miller Allan France Kelli Glenn

1.4
New Library Expansion and Renovation Project, Diablo Valley College, San Ramon Campus, San Ramon, CA

Performed in multiple phases, this project included renovation and reprogramming existing classroom and student lounge spaces as well as ground-up construction of a new Library Learning Resource Center (LLRC). Wilsey Ham provided Construction Management services from Bidding Phase through Construction and Post Construction phases and included move management activities for temporary relocation of the Student Bookstore. On this Project, the area that was designated as Learning Commons and Bookstore was converted into a new state-of-the-art kitchen, café, and commons area for both students and local residents to enjoy. This phase required upgrades to the HVAC, electrical, fire safety and telecommunications along with the new

kitchen equipment, FF&E, and finishes. Site utilities and infrastructure were also part of the project including new fire water, gas and power for the LLRC building as well as ADA path of travel improvements at multiple parking lots and walkways. A code-compliant trash enclosure was constructed on the existing site with a 1,000-gallon grease interceptor. Coordinated with the City of San Ramon for an easement for the new fire water and domestic water services. This project occurred prior to, during and post-COVID, which provided Wilsey Ham with a chance for an agile leadership approach. With heavy emphasis on staff and student safety through modifications of working proximities as preventative measures to protect the working crews, no cost or schedule impact was necessary for construction. Wilsey Ham also provided Additional Service scope for Project oversight for the installation of nine EV charging stations located on the campus, which included collaboration and coordination with PG&E and their installation vendors.

Original Project Budget	Bid Amount	Final Amount at Close-Out
$18,456,984	$12,679,000	$18,446,483
Square Footage	Project Start Date	Project End Date
16,000	10/29/18	8/1/2021
Number of RFIs	Number of Change Orders	Staff Members
784	32	Bret Miller Allan France Kelli Glenn

1.5
New Brentwood Center, Los Medanos College, Brentwood, CA

Wilsey Ham provided Construction Management services including Land Acquisition, Design, Bidding, Construction and Post Construction Phases. The project scope was for construction of a new campus to replace the Brentwood Center that was housed in leased space. The new 55,000 square foot Brentwood campus features instructional classrooms, science labs, student support services, library resources, tutorial labs, bookstore, and food service areas, "linger and learn" space, faculty/staff offices, and more than 700 parking stalls. Extensive site work was included in the scope of this Project in addition to the parking surfaces including irrigation and landscaping, bio retention areas, courtyards and pathways and a fire access lane. This project achieved LEED Gold certification. Key elements of the project are the following: storm water design & control, low-emission and fuel-efficient vehicles, light pollution reduction, optimizing energy performance, water efficiency, storage & collection of recyclables, outdoor air delivery monitoring, reduced mercury in lamps, low emitting materials and onsite renewable energy.

Original Project Budget	Bid Amount	Final Amount at Close-Out
$65,532,048	$45,984,037	50,777,179
Square Footage	Project Start Date	Project End Date
55,000	10/29/18	6/02/2021

Number of RFIs	Number of Change Orders	Staff Members
1205	26	Allan France Stefan Johnson Bret Miller

- **Experience with DSA and OPSC**: Wilsey Ham specializes in education and is familiar working with both DSA, OPSC and all authorities having jurisdiction. We typically use a checklist with DSA and OPSC requirements so progress can be tracked and our experience and contacts in these agencies help us get to the right people in the right departments to resolve issues quickly. For example, on a recent project we had design change on a critical path activity. As the fix was being designed, the IOR reviewed the potential solutions with the DSA field engineer so that when the fix was submitted, it was approved the same day.

- **Detail experience with the various types of construction delivery systems**: Our experience includes design-bid-build, design-build, lease-lease back, construction manager at risk and time & materials projects. We understand the nuances of each delivery process, where their advantages lie and how to manage them. For example, for a campus PV project we selected a design-build contractor to lower design cost, speed delivery and establish accountability. In contrast, the campus was delivered design-bid-build so they District had greater control over the architectural aspects of the building.

- **Change Order Data:** See project details above

- **Enforcing Contractor Performances and Limiting Claims**:

  Enforcing contractor performance begins with a comprehensive list of contract deliverables culled from the project documents and a date when they are due. Once all administrative submissions are complete, a recommendation to the owner to issue the NTP can be made. During construction the QA/QC process allows problems to be discovered early, minimizing impact to the project. Maintaining detailed accurate minutes of OAC meetings documenting decisions, how they were arrived at and who made them provides a contemporaneous history of the project to counter contractor claims. Finally, we recommend prompt closeout as it allows the contractor to bid for other projects and lessen the financial impact of this one.

- **Sub- Consultants:** Wilsey Ham doesn't use sub-consultants on a regular basis. If requested by the District, they can be provided

- **Properly Licensed:** Information provided in Tab 1: Business Information

- **References – Note: All Start/Finish Dates for below projects are noted in this section**

John Swett Unified School District
Charles Miller
Superintendent
Work: 510-245-4300 x2105
cmiller@jsusd.org
John Swett Modernization
and Carquinez Middle School Renovation
Stefan Johnson, Allan France, Kelli Glenn

Contra Costa Community College District
PJ Roach
Director of Capital Construction Program Operations
925- 229-6964
proach@4cd.edu
New Science Center, San Ramon Library, The New Brentwood Center
Allan France, Bret Miller, Stafan Johnson, Kelli Glenn

Contra Costa Community College District
Ines Zildzic
Vice Chancellor, Facilities, Planning and Construction
925- 229-6873
izildzic@4cd.edu
New Science Center, San Ramon Library, The New Brentwood Center
Allan France, Bret Miller, Stafan Johnson, Kelli Glenn

Contra Costa Community College
Rene Sporer
Dean, Natural, Social and Applied Science
(510) 215-4006
rsporer@contracosta.edu
New Science Center, Contra Costa College
Allan France, Bret Miller

Tom Graham
Deputy Executive Director
Housing Authority of the County of Santa Cruz
831-454-5923
http://www.hacosantacruz.org
Natural Bridges Apartments
Allan France, Kelli Glenn

WILSEY HAM
Engineering, Surveying & Planning

Allan France

Senior Project/Construction Manager



Allan has over 30 years of project and construction management experience representing owners, contractors, and architects. He has directly managed over $200 million in construction projects over last decade. He has worked in both the private and public sector and has spent the last 10 years focusing on school projects.

He has expertise in projecting, quantifying, and evaluating project risks, assigning duties, and preparing action plans with contingencies. He is a strong communicator and is able to clearly present and report on project status and forecasts to an executive level or as required to communicate with community members or activists. Allan's professional specialties include project management, change order estimating and negotiation, claims avoidance, scheduling, pro-active problem solving and turning around troubled projects.

REGISTRATION

- LEED Green Associate
- ICBO Certified Building Inspector

EXPERIENCE

Wilsey Ham (Formerly Critical Solutions, Inc.)
Senor Project/Construction Manager
2018 – Present

APSI
Senor Project/Construction Manager
2017 - 2018

AMF CM
Project Manager
2015 - 2017

DL Faulk Construction
Project Manager
2014 – 2015

Critical Solutions
Construction Manager
2013 – 2014

FMPO
Project Manager
2012 - 2013

EDUCATION

Master of Business Administration
Santa Clara University, Santa Clara, CA 1992-1996

Bachelor of Science, Construction Management
California State University-Chico, Chico, CA

Project Experience:

Housing Authority of the County of Santa Cruz, Santa Cruz, CA
Allan is the Housing Authority's project manager for the Natural Bridges Apartments project from design development, bidding and construction. Key aspects of this project include working with the planning and building departments, City Council and utility providers.

Contra Costa Community College District, Martinez, CA
Allan was on-site Project Manager for the Los Medanos College new Brentwood Center. This 17-acre greenfield development included 55,000 sqft of buildings including administration, a library, a lab facility with multiple fume hoods and computer classrooms, a 750-space parking lot and road improvements. Allan was responsible for schedule reviews, estimating and negotiating contractor change orders and negotiating scope with the City. This project was notable for work over PG&E main gas transition lines, lime treated building pads and proximity to a new adjacent housing development.

City of San Mateo, San Mateo, CA
Allan was on-site Project and Construction Manager for the City of San Mateo new Police Station, 911 call center and Emergency Operation Center (EOC). Challenges included building the basement parking garage in bay mud below the water table. Project highlights include shooting range, sally port, holding cells and state of the art audio-visual for the call center and EOC. Working with the contractor, Allan was able to get this project closed out in 30-days.

Pleasant Hill Parks and Recreation, Pleasant Hill, CA
Allan was on-site Construction Manager for this community showcase project. Scope of work included schedule analysis, change order estimating and negotiations and coordination with Authorities having jurisdiction including Department of Health, Fire Department and City Building inspectors.

WILSEY HAM
Engineering, Surveying & Planning

Stefan Johnson
Construction Manager



Stefan has 7 years of experience. He has been with Critical Solutions for 7 years and has held Project Engineer and Construction Management positions with the organization, continuing to demonstrate his invaluable work ethic and drive.

Stefan has a strong ability to work as a team member and has excellent leadership skills. He understands the design process of engineering plans and what is needed for finalization. As he has worked his way up with Critical Solutions, he has become well versed in the construction management processes including schedule building and analysis, budget and costs analysis, interfacing with the designers and clients, and DSA requirements.

Stefan served as co-president of CSULB ASME organization and during this time led 10 ASME members who designed and built three human powered vehicles for competition. While at CSULB, he led a six-person senior design team that created a hydraulic height adjust shopping cart.

EXPERIENCE

Wilsey Ham (Formally Critical Solutions, Inc.)
Construction Manager
2016 – Present

HTC Engineers
Intern
2008 - 2010

EDUCATION

Bachelor of Science, Mechanical Engineering
California State University – Long Beach, Long Beach, CA

Project Experience:

Contra Costa Community College District, Martinez, CA

Stefan has been the Construction Manager for several projects throughout working with the Contra Costa Community College District focused at Los Medanos College. This includes new Student Union and Kinesiology buildings, classroom remodels, HVAC unit replacements, roofing replacements, building management system upgrades, fire alarm upgrades, and several small maintenance projects. All projects required management of all construction activities, schedule, and budget as well as a full understanding of the plans, specifications, and District contract processes. Stefan has also led the planning and design phases of several of the College maintenance projects.

John Swett Unified School District, Crockett, CA

Stefan was the on-site construction manager for the Phase 1 and Phase 2 remodels of the John Swett Highschool and the new Carquinez Middle School. The Phase 1 and Phase 2 projects involved remodeling the classrooms, gymnasium, metal shop and wood shop of the 100-year-old building. The new middle school was a lease-leaseback project that provided a new modern school while keeping elements of the historic original building. All three projects required management of all construction activities, schedule, and immense coordination during student and staff relocation.

City of San Pablo City Library, San Pablo, CA

Stefan was a Project Engineer for the full interior and infrastructure replacement of the city library. This included new under slab utilities and new exterior landscaping and flatwork. Stefan tracked daily work as well as updated and analyzed the schedule. Cost exposure estimation and analysis in addition to administrative duties.

Prior Jobs

Stefan interned with HTC Engineers in Walnut Creek, a Mechanical Engineering firm who specialized in HVAC design for healthcare facilities. Stefan assisted with office duties, reviewed plans, gathered information for load calculations, and performed basic duct layouts in AutoCad.

5 Litigation History

Litigation History

In the past five years, Wilsey Ham has not been a party in any litigation, arbitration or claims proceedings with any owner, including public school district/community college district in civil court against Wilsey Ham, nor has Wilsey Ham been terminated for cause or convenience on any project or program.

WILSEY HAM
Engineering, Surveying & Planning

Bret Miller

Senior Project/Construction Manager



BRET has 20-plus years of broad-based construction management experience with all facets of a construction project. His expertise includes developing budget estimates, assessing risk during early development of a project, performing purchasing and contract buyout duties, cost controlling, negotiating change orders, monitoring insurance and safety documentation, invoicing and close-out processing.

Bret's extensive experience includes both serving on both the General Contractor and Construction Management sides of public agency projects with consistent focus on client satisfaction and retention. He is proficient at creating methods of procedure (MOPs) with tracking matrices for compliance across all aspects of project phasing, working on occupied campuses, and ADA compliance.

REGISTRATION

- OSHA 30 Hour Certification
- CQM Accredited, Army Corps of Engineers Program

EXPERIENCE

Wilsey Ham (Formerly Critical Solutions, Inc.)
Senior Project/Construction Manager
2020 – Present

Michilli, Inc.
Senior Project Manager
2019-2020

Novo Construction, Inc.
Senior Project Manager
2017-2019

JKL Construction, Inc./Buildgroup (Buildgroup acquired JKL in 2015)
Operations Manager/Operations Special Projects
2004-2017

EDUCATION

Bachelor of Arts, Business and Communications
State University of New York, Potsdam, NY

Project Experience:

Contra Costa Community College District, Martinez

Bret served the Senior Construction Manager and lead the team in completion of a new Science Center. He also managed the abatement and demolition of the buildings that were replaced by the new structure. Upon completion of these two projects, he has been responsible for coordinating water intrusion mitigation measures with the Architect and Contractor as well as oversight of over $500k of miscellaneous projects for the college.

Diablo Valley Community College, San Ramon

Bret was the Senior Construction Manager for the construction of a new Library building as well as a new Café and Learning Commons area. The project included renovation of existing office, storage and lounge space. The all-stainless kitchen equipment package was valued at more than $1M and required upgrades to the existing power and HVAC systems. It now serves the staff, students and neighboring community. Sitework for this campus included new fire, domestic water and sewer with a gallon grease interceptor; these improvements were all coordinated with the local jurisdictions.

The Quarry Lane School, Dublin

Bret was the Senior Construction Manager for construction of a 70,000 square foot school building including underground parking, a state-of-the-art science laboratory and both indoor and outdoor athletic facilities. The project also incorporated upgrading site-wide power in coordination with PG&E and conforming street work in cooperation with the City of Dublin.

Santa Clara Valley Medical Center, San Jose

Bret was a senior member of the Construction Management team for a $450M resident patient building on the Valley Medical Center Campus. He provided direct oversight for all aspects of quality control, inspection coordination, project schedule monitoring and cost control.

Delhi Unified School District, Delhi

Bret was the Project Manager for construction of both the Harmony Ranch Elementary School and Delhi Middle School Campuses. The project consisted of 11 new structures including classrooms, multipurpose buildings and a library. Bret assisted the team in identifying a $250k savings on the overall project budget of $25M. The project finished per the original baseline schedule, including all punch list and close-out requirements.

15.06

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF TRUSTEES

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

Subject: **Santa Clara County Treasury Investment Portfolio Status**

Staff Analysis: In compliance with the State of California Government Code as amended by Chapters 783 and 784, Statues of 1995 and in compliance with county-policy, the Santa Clara County Treasury Investment Portfolio Report as of June 30, 2024 is submitted for the Board of Trustee's review and acceptance.

Recommendation: Staff recommends that the Board of Trustees approve the SCC Investment Portfolio Report as of June 30, 2024.

Approved by: Teresa DeCelles TD Title: Assistant Superintendent, Business Services

To the Board of Trustees:

Recommend Approval

15.06
Agenda Placement

Meeting: September 12, 2024
Regular Board Meeting

Emmanuel Barbara, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

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County of Santa Clara

Finance Agency
Controller-Treasurer Department

County Government Center
70 W. Hedding Street, East Wing, 2nd Floor
San Jose, California 95110-1705
(408) 299-5200 FAX (408) 288-9237

August 19, 2024

Submitted by: DocuSigned by: Margaret Olaiya 88C20E0A14E143D... Margaret Olaiya, Director, Finance Agency

TO: BOARD OF TRUSTEES, SANTA CLARA COUNTY SCHOOL DISTRICTS
BOARDS OF DIRECTORS, SANTA CLARA COUNTY SPECIAL PURPOSE DISTRICTS

FROM: MARIA OBERG, CONTROLLER-TREASURER DocuSigned by: Maria Oberg 9ABA3FDE7592488...

SUBJECT: COUNTY OF SANTA CLARA TREASURY INVESTMENT PORTFOLIO STATUS

RECOMMENDATION

Receive and file the June 30th, 2024, Detailed Investment Portfolio Listing.

DISCUSSION

In compliance with the State of California Government Code as amended by Chapters 783 and 784, Statutes of 1995 and in compliance with County Policy, the Santa Clara County Treasury Investment Portfolio Report as of June 30, 2024, is submitted for your review and acceptance.

The attached detailed investment report lists each investment of the County Treasury Pool, as well as individual reports for specific investment funds that each school district or special district has in the County Treasury. The reports include the respective purchase and maturity dates, par value, amortized cost, market value, and yield to maturity for each investment.

A summary of market value versus cost is provided below for Commingled Investments of the County Pool.

	Cost	Market Value	Increase (Decrease)	Percent
Commingled Investments	$ 11,523,862,103	$ 11,330,313,377	-$ 193,548,727	-1.68 %

Board of Supervisors: Sylvia Arenas, Cindy Chavez, Otto Lee, Susan Ellenberg, S. Joseph Simitian
County Executive: James R. Williams

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The yield of the Pool on June 30, 2024, was 3.90%. As a comparison, on June 30, 2024, the yield of a 6-month Treasury Bill was 5.33%. A two-year Treasury Note was 4.76%. The State of California Local Agency Investment Fund (LAIF) yield was 4.48%.

Attached with the current investment-economic outlook is a schedule that lists the average weighted maturities and yield for the Commingled Investment Pool. Charts outlining investment concentrations and distribution of bond maturities are provided for the Pool. Also included is a chart showing the fiscal year-to date history of the Pool along with interest rates offered by selected comparable instruments.

Securities are purchased with the expectation that they will generally be held to maturity, hence unrealized gains or losses are not reflected in the yield calculations.

The market values of Pool securities were taken from pricing services provided by Bank of New York Mellon, Bloomberg Analytics, dealer quotes, and an independent pricing service.

A combination of maturing securities, new revenues, and tax receipts will adequately cover the anticipated cash flow needs for the next six months. Cash flows are continually monitored and are considered paramount in the selection of securities purchased for the Pool.

Attachments:

June 30, 2024, Quarterly Investment Report

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Quarterly Investment Report

June 30, 2024

Docusign Envelope ID: 170F4C80-EF8B-42F1-BE1A-5D782806CEBE

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Quarterly Investment Report
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Board of Supervisors: Sylvia Arenas, Cindy Chavez, Otto Lee, Susan Ellenberg, S. Joseph Simitian

County Executive: James R. Williams

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Santa Clara County Commingled Pool and Segregated Investments

June 30, 2024

Fund	Cost Value**	Market Value	Variance	% Variance
Commingled Investment Pool	$11,523,862,103	$11,330,313,377	-$193,548,727	-1.68%
Worker's Compensation	$31,581,005	$30,796,047	-$784,958	-2.49%
Park Charter Fund	$4,647,258	$4,553,772	-$93,486	-2.01%
San Jose-Evergreen	$22,612,946	$22,611,909	-$1,037	0.00%
Medical Malpractice Insurance Fund (1)	$10,151,825	$9,867,696	-$284,129	-2.80%
Total	**$11,592,855,137**	**$11,398,142,800**	**-$194,712,337**	**-1.68%**

(1) Managed by Chandler Asset Management, Inc.

Summary of Yields* for Select Santa Clara County Investment Funds

Fund	2024			2023
	Apr 30	May 31	Jun 30	Jun 30
Commingled Investment Pool	4.39%	3.98%	3.90%	3.11%
Worker's Compensation	2.93%	2.94%	2.95%	2.12%
Weighted Yield	**4.38%**	**3.97%**	**3.90%**	**3.11%**

*Yield to maturity (YTM) is the rate of return paid on a bond, note, or other fixed income security if the investor buys and holds it to its maturity date and if the coupon interest paid over the life of the bond is reinvested at the same rate as the coupon rate. The calculation for YTM is based on the coupon rate, length of time to maturity, and market price at time of purchase.

Yield is a snapshot measure of the yield of the portfolio on the day it was measured based on the current portfolio holdings on that day. This is not a measure of total return, and is not intended to be, since it does not factor in unrealized capital gains and losses and reinvestment rates are dependent upon interest rate changes

**Cost Value is the amortized book value of the securities as of the date of this report.

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Santa Clara County Commingled Pool and Segregated Investments

Economic Update and Portfolio Strategy

June 30, 2024

The U.S. economy grew at a robust 2.8 percent annualized rate in the second quarter ending June 30, 2024. Gross domestic product (GDP) which is the value of all goods and services produced in the U.S. was double the 1.4 percent growth posted in the previous quarter. Increased consumer spending and businesses investing in more equipment and replacing inventory accounted for almost all the second quarter's growth. Continued government spending at the federal, state and local levels were also important factors. Although growth exceeded estimates, it wasn't brisk enough to reignite inflation or derail the Federal Reserve Bank's (Fed) outlook on lowering borrowing costs. Inflation had picked up unexpectedly at the start of the year but eased in the quarter. The economy's rapid recovery since the onset of the pandemic has lost steam, as high borrowing costs force households and businesses to rethink spending.

Economists contend that second quarter results are a good indication that the economy remains on track for a rare "soft landing," in which inflation eases without triggering a recession. Households and corporations are not excessively levered meaning their balance sheets are healthy. There is substantial liquidity in the economy and growth is not encumbered from inventory hangovers. It is widely expected that Fed policymakers will either hold interest rates steady or possibly reduce rates if inflation continues to cool.

Fed policymakers have left their short-term benchmark interest rate unchanged since July 2023, in a range between 5.25 to 5.5 percent, a two-decade high, while awaiting signs of a sustained slow-down in inflation. High interest rates take time to fully work their way into the economy. The Fed began raising interest rates two years ago to combat inflation. Price increases spiked in 2021 and 2022, and the Fed's preferred inflation measure peaked at more than 7 percent.

Encouraging signs indicate that prices currently are firmly headed in the right direction. The Fed's preferred measure of underlying U.S. inflation rose at a modest pace in June while consumer spending remained healthy. The core personal consumption expenditures price index, which strips out volatile food and energy items, increased 0.2 percent from May. From a year ago, the index rose 2.6 percent, according to Bureau of Economic Analysis data.

Even as inflation has ebbed, investors widely expect that Fed policymakers want further evidence of progress on inflation. Policymakers have also highlighted they are increasingly focused on the risks of further weakening in the labor markets. This is an acute concern and may accelerate their decision to lower borrowing costs over the near term.

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Santa Clara County Commingled Pool and Segregated Investments

Economic Update and Portfolio Strategy

June 30, 2024

The U.S. economy continues to add a solid number of jobs each month, but the pace of hiring has slowed. U.S. job vacancies as profiled by the Department of Labor, nevertheless, shows there is solid demand for workers. Payrolls increased by 179,000 in June, sustaining an impressive 42 consecutive months of employment growth. At the same time, the unemployment rate has risen for three consecutive months, reaching 4.1 percent in June, and the first time since 2021 that the rate climbed above 4 percent. Although it is up from 3.4 percent early last year, an unemployment rate of 4.1 percent remains historically low. The July jobs report provided further evidence of fading labor market strength. Nonfarm payrolls increased by only 114,00 jobs and the unemployment rate climbed for the fourth month to 4.3 percent.

June's hiring was concentrated in healthcare, construction and government work. Job growth over the past year has been driven by three sectors: Healthcare, government and leisure and hospitality. Together, they have accounted for 1.7 million of the 2.7 million jobs the economy has added over the past year. The robustness of these sectors is related to catching up, since all three were much slower to return to their pre-pandemic job levels than other employers. Nevertheless, employment in these sectors still appears low relative to their pre-pandemic job-growth trends and therefore, are still normalizing.

The portfolio strategy continues to focus on the:
(1) acquisition of high-quality issuers;
(2) identifying and selecting bonds with attractive valuations;
(3) appropriately sizing the liquidity portion of the portfolio to ensure adequate cash for near term obligations; and
(4) ensuring that monies targeted for longer term investments are deployed in vehicles with favorable risk-adjusted yields.

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Santa Clara County Commingled Pool and Segregated Investments

Portfolio Liquidity Adequacy, Review, and Monitoring

June 30, 2024

Yield and Weighted Average Maturity

The yield of the Commingled Pool is 3.9 and the weighted average life is 548 days.

Liquidity Adequacy

The County Treasurer believes the Commingled Pool contains sufficient cash flow from liquid and maturing securities, bank deposits and incoming cash to meet the next six months of expected expenditures.

Review and Monitoring

Meeder Public Funds, the County's investment advisor, currently monitors the Treasury Department's investment activities.

Additional Information

Securities are purchased with the expectation that they will be held to maturity, so unrealized gains or losses are not reflected in the yield calculations.

The market values of securities follows a hierachy provided by independent pricing services, the Bank of New York Mellon, Bloomberg Analytics, and dealer quotes.

Docusign Envelope ID: 170F4C80-EF8B-42F1-BE1A-5D782806CEBE

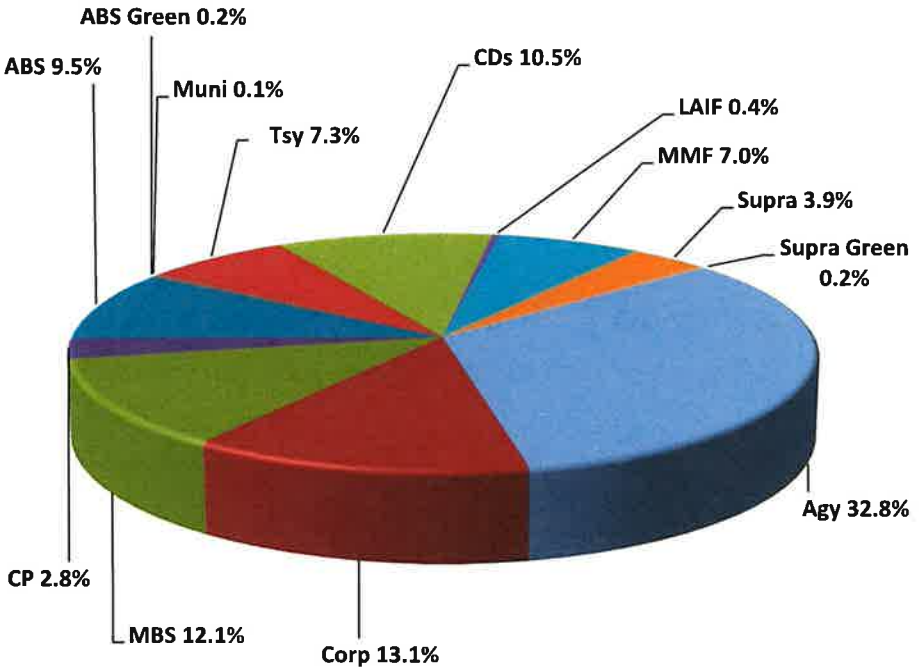
Santa Clara County Commingled Pool

Allocation by Security Types

June 30, 2024

Sector	6/30/2024	3/31/2024	% Chng
Federal Agencies	32.84%	32.18%	0.67%
Corporate Bonds	13.07%	13.89%	-0.83%
Mortgage Backed Securities	12.11%	12.16%	-0.05%
Commercial Paper	2.81%	4.58%	-1.77%
ABS	9.52%	9.31%	0.21%
ABS Green Bonds	0.19%	0.27%	-0.08%
Municipal Securities	0.11%	0.13%	-0.02%
U.S. Treasuries	7.31%	6.62%	0.69%
Negotiable CDs	10.54%	6.95%	3.59%
LAIF	0.40%	0.40%	0.00%
Money Market Funds	6.99%	9.97%	-2.98%
Supranationals	3.88%	3.10%	0.78%
Supranationals Green Bonds	0.22%	0.44%	-0.22%
Total	100.00%	100.00%	

Sector	6/30/2024	3/31/2024
Federal Agencies	3,784,816,284	3,656,878,404
Corporate Bonds	1,505,965,793	1,579,029,172
Mortgage Backed Securities	1,395,984,779	1,382,385,923
Commercial Paper	324,264,035	520,400,856
ABS	1,097,140,767	1,058,024,031
ABS Green Bonds	21,880,160	30,288,100
Municipal Securities	12,495,000	14,995,000
U.S. Treasuries	842,939,856	752,666,534
Negotiable CDs	1,215,000,000	790,000,000
LAIF	45,674,133	45,191,276
Money Market Funds	805,408,589	1,133,098,063
Supranational	447,465,775	352,460,281
Supranationals Green Bonds	24,826,930	49,795,980
Total	11,523,862,103	11,365,213,619



Amounts are based on book value

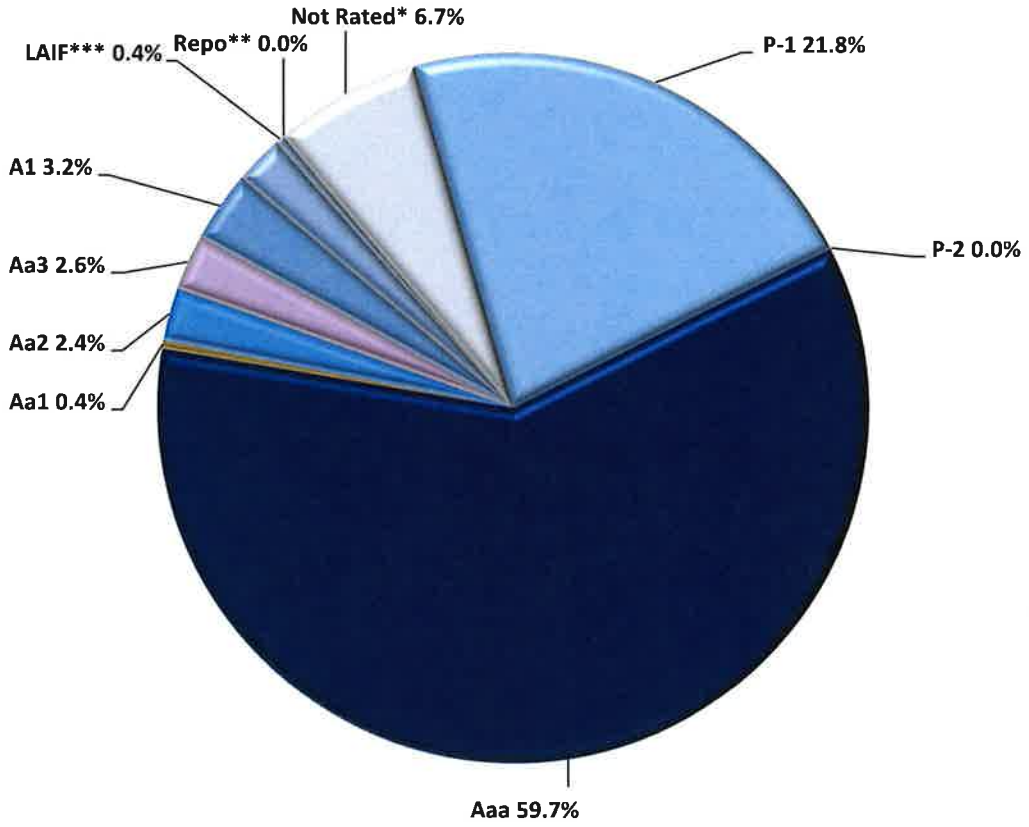
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Santa Clara County Commingled Pool

Allocation by Ratings

June 30, 2024

Moody's Rating	Portfolio $	Portfolio %
P-1	2,512,484,680	21.8%
P-2	-	0.0%
Aaa	6,873,995,817	59.7%
Aa1	44,984,737	0.4%
Aa2	275,830,756	2.4%
Aa3	294,622,740	2.6%
A1	370,577,774	3.2%
A2	252,740,420	2.2%
A3	85,066,896	0.7%
LAIF***	45,674,133	0.4%
Repo**	-	0.0%
Not Rated*	767,884,149	6.7%
Total	11,523,862,103	100.0%



*Not Rated by Moody's but at least A-1 & F1 by S&P & Fitch.

**Repurchase Agreements are not rated, but are collateralized by U.S. Treasury securities or securities issued by the Federal Agencies of the U.S.

***LAIF is not rated, but is comprised of State Code allowable securities

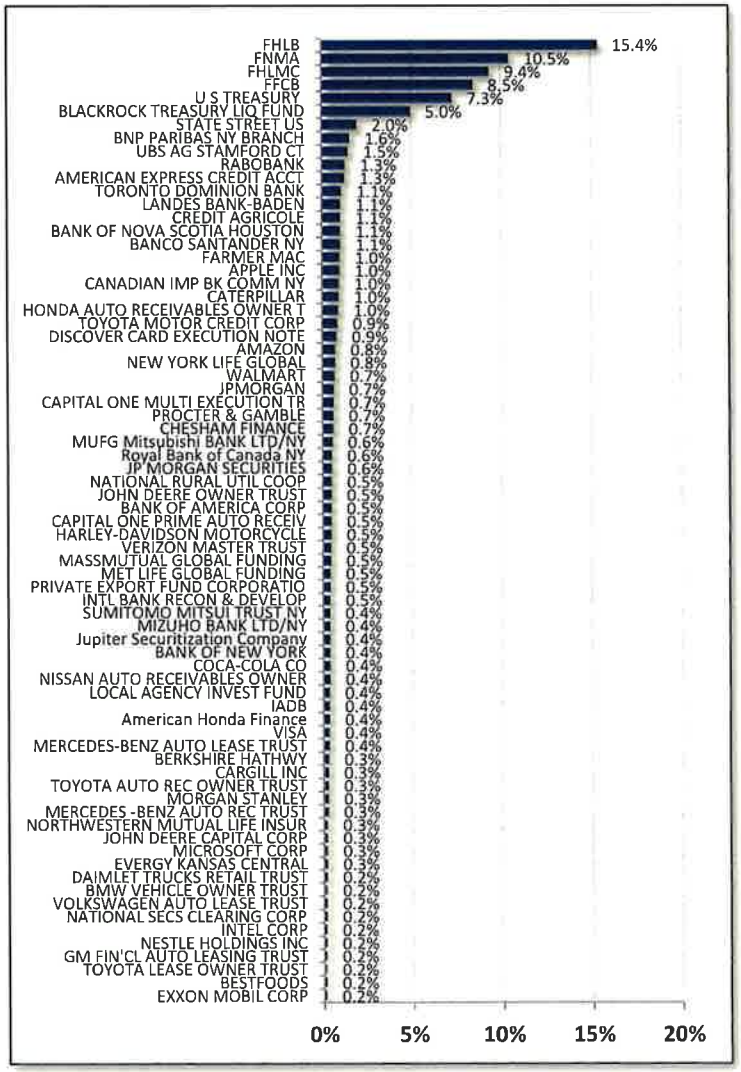
Amounts are based on book values

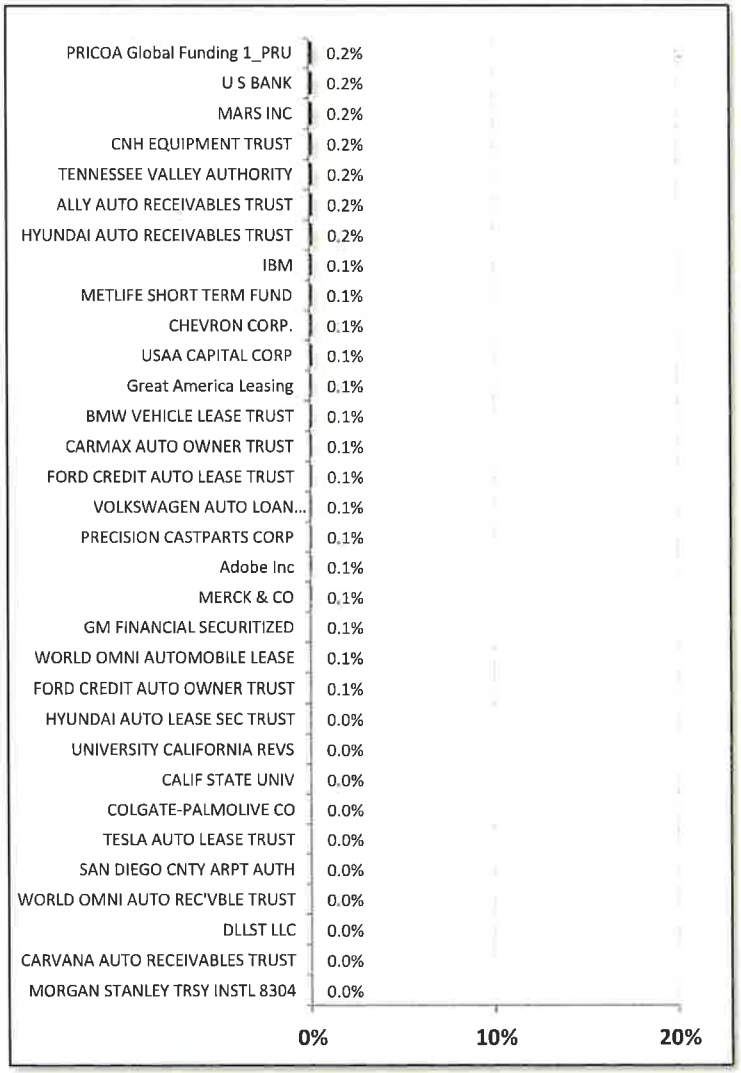
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Santa Clara County Commingled Pool

Holdings by Issuer - Percent of Commingled Pool

June 30, 2024





Amounts are based on book values

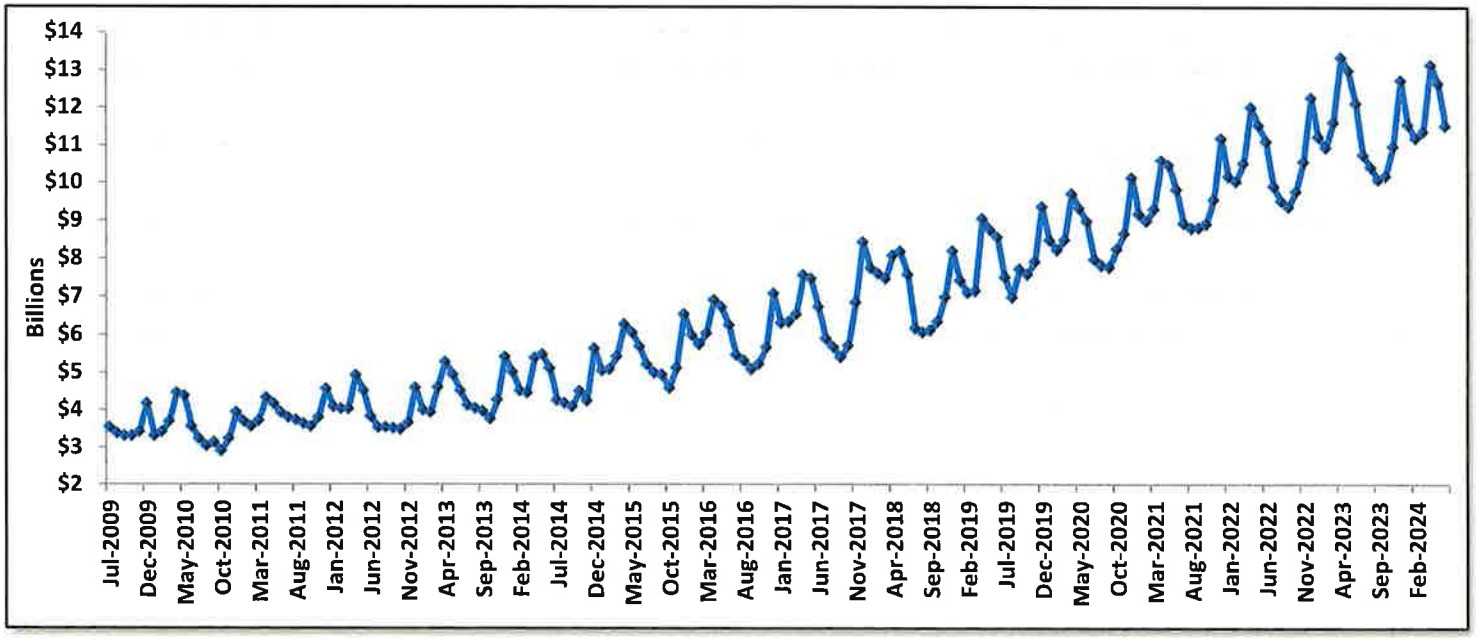
Source: Data source is supplied by Santa Clara County, while the calculations are performed by Meeder Public Funds.

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Santa Clara County Commingled Pool

Historical Month End Book Values

June 30, 2024



Fiscal Year	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 2014	$4.133	$4.052	$3.975	$3.758	$4.271	$5.419	$5.019	$4.520	$4.461	$5.386	$5.487	$5.108
FY 2015	$4.267	$4.194	$4.096	$4.051	$4.247	$5.639	$5.045	$5.085	$5.420	$6.284	$6.065	$5.690
FY 2016	$5.212	$4.990	$4.941	$4.587	$5.120	$6.543	$5.997	$5.752	$6.040	$6.911	$6.728	$6.263
FY 2017	$5.469	$5.328	$5.088	$5.220	$5.671	$7.082	$6.319	$6.348	$6.550	$7.556	$7.469	$6.730
FY 2018	$5.898	$5.689	$5.408	$5.720	$6.850	$8.427	$7.754	$7.608	$7.472	$8.079	$8.192	$7.584
FY 2019	$6.180	$6.068	$6.127	$6.350	$6.987	$8.199	$7.425	$7.105	$7.151	$9.054	$8.767	$8.565
FY 2020	$7.510	$6.984	$7.179	$7.583	$7.909	$9.363	$8.487	$8.219	$8.494	$9.705	$9.321	$8.977
FY 2021	$7.976	$7.814	$7.767	$8.234	$8.653	$10.129	$9.174	$8.981	$9.296	$10.594	$10.473	$9.829
FY 2022	$8.922	$8.794	$8.809	$8.909	$9.553	$11.180	$10.167	$10.031	$10.519	$12.009	$11.545	$11.103
FY 2023	$9.904	$9.523	$9.365	$9.772	$10.556	$12.267	$11.229	$10.943	$11.612	$13.347	$13.005	$12.126
FY 2024	$10.751	$10.416	$10.090	$10.181	$10.974	$12.736	$11.557	$11.202	$11.365	$13.144	$12.660	$11.524

Amounts in billions

Source: Data source is supplied by Santa Clara County, while the calculations are performed by Meeder Public Funds.

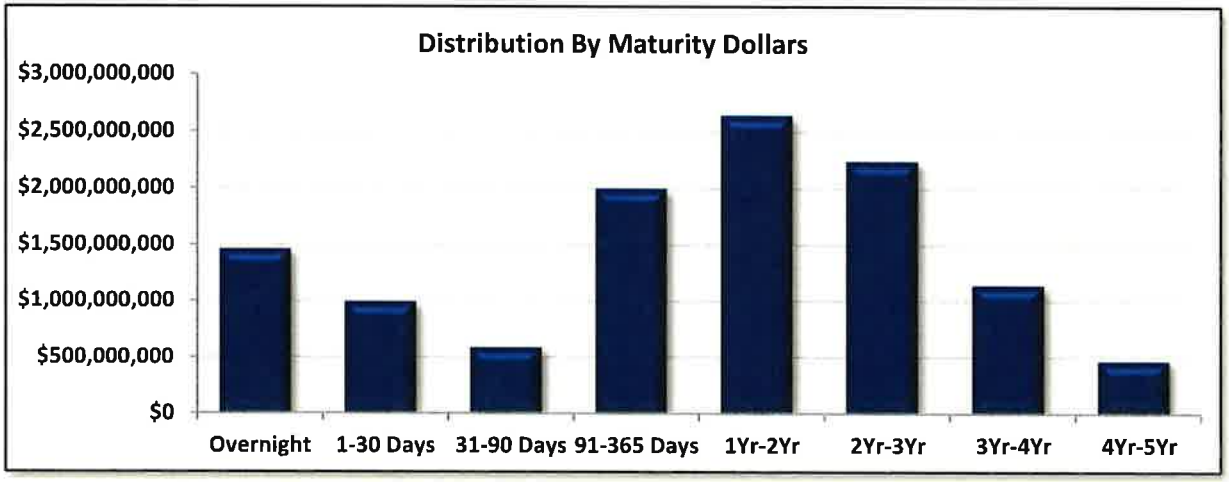
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Santa Clara County Commingled Pool

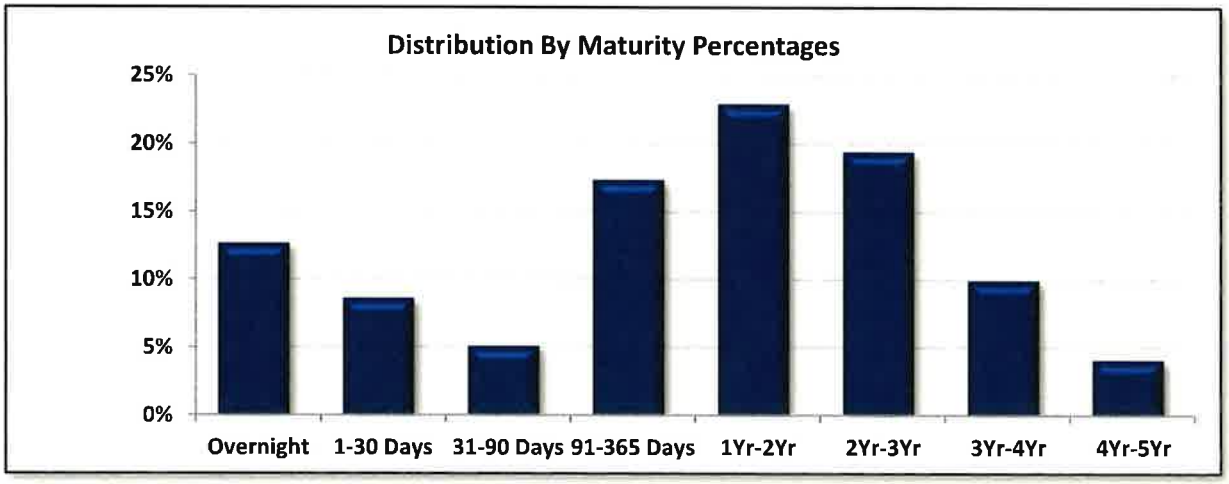
Distribution by Maturity

June 30, 2024

Maturity	Amount*
Overnight	1,460,585,858
1-30 Days	990,532,139
31-90 Days	584,629,305
91-365 Days	1,997,998,835
1Yr-2Yr	2,642,349,124
2Yr-3Yr	2,238,577,773
3Yr-4Yr	1,141,589,070
4Yr-5Yr	467,599,998
	11,523,862,103



Maturity	Amount*
Overnight	12.67%
1-30 Days	8.60%
31-90 Days	5.07%
91-365 Days	17.34%
1Yr-2Yr	22.93%
2Yr-3Yr	19.43%
3Yr-4Yr	9.91%
4Yr-5Yr	4.06%
	100.00%



*Amounts are based on book value

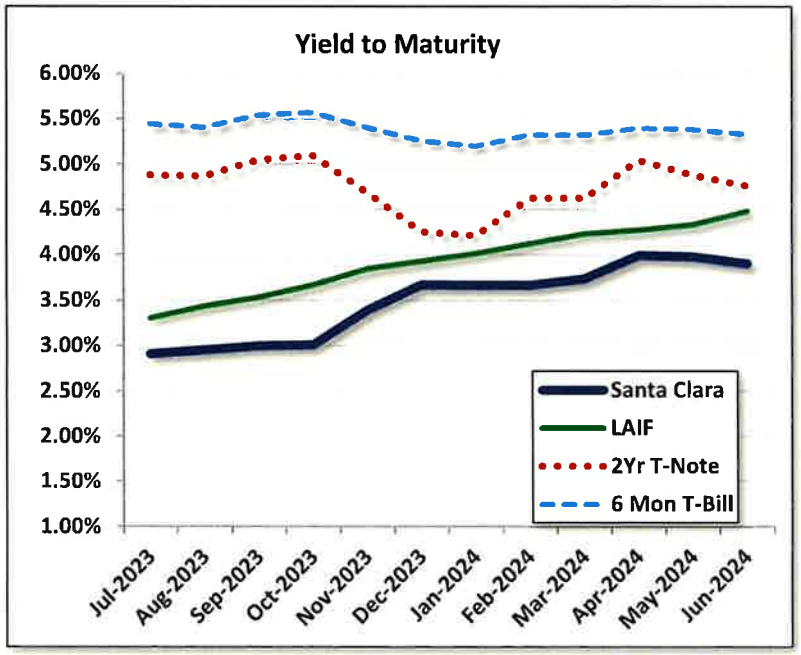
Source: Data source is supplied by Santa Clara County, while the calculations are performed by Meeder Public Funds.

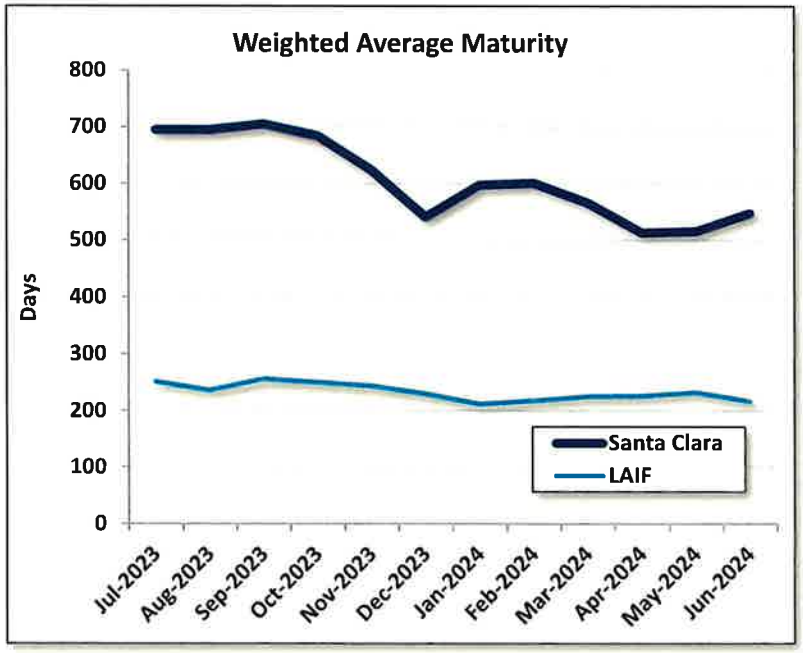
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Santa Clara County Commingled Pool

Yield to Maturity and Weighted Average Maturity

June 30, 2024





Item	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24
SCC YTM	2.91%	2.95%	3.00%	3.01%	3.39%	3.67%	3.67%	3.66%	3.74%	3.99%	3.98%	3.90%
LAIF YTM	3.31%	3.43%	3.53%	3.67%	3.84%	3.93%	4.01%	4.12%	4.23%	4.27%	4.33%	4.48%
6 Mon T-Bill	5.45%	5.41%	5.54%	5.57%	5.40%	5.26%	5.20%	5.33%	5.32%	5.40%	5.38%	5.33%
2Yr T-Note	4.88%	4.86%	5.04%	5.09%	4.68%	4.25%	4.21%	4.62%	4.62%	5.04%	4.87%	4.76%
SCC WAM	695	695	705	684	624	541	598	601	566	513	516	548
LAIF WAM	251	237	256	250	244	230	212	218	226	227	233	217
SCC Duration*	1.90	1.90	1.93	1.40	1.27	1.06	1.14	1.14	1.08	0.92	0.91	0.98
LAIF Duration	0.69	0.65	0.70	0.68	0.67	0.63	0.58	0.60	0.62	0.62	0.64	0.59

*Duration is expressed in years. The Duration for LAIF is an estimate

Note: Yield to Maturity for 2Yr T-Note and 6 Mon T-bill are yields at market levels. LAIF and Santa Clara yields are calculated at purchase cost.

Source: Data source is supplied by Santa Clara County, while the calculations are performed by Meeder Public Funds.

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Santa Clara County

Approved Issuers and Broker/Dealers

June 30, 2024

Direct Commercial Paper Issuers

Toyota Motor Credit

Broker/Dealers

Academy Securities, Inc
BofA Securities, LLC
Barclays Capital, Inc
Bank of Montreal, Chicago Branch
BNP Paribas Securities Corp
BNY Mellon Capital Markets, LLC
BOK Financial Securities (Bank of Oklahoma)
Brean Capital LLC
Cantor Fitzgerald & Co
Citigroup Global Markets Inc
Daiwa Capital Markets America Inc
Deutsche Bank Securities Inc
Insperex LLC
Jefferies LLC
JP Morgan Securities, Inc
Keybanc Capital Markets, Inc
Loop Capital Markets LLC
Mizuho Securities USA, Inc
MUFG Securities USA LLC
Raymond James, Inc.
RBC Capital Markets, Inc
UBS Securities LLC
Vining Sparks LP
Siebert Williams Shank & Co LLC

Docusign Envelope ID: 170F4C80-EF8B-42F1-BE1A-5D782806CEBE

Santa Clara County Commingled Pool
Compliance with Investment Policy
June 30, 2024

Item/Sector	Parameters	In Compliance
Maturity	Weighted Average Maturity (WAM) must be less than 36 months	Yes
Interest Periods	Securities must pay interest within one year of the initial investment and at least semiannually in subsequent years	Yes
Investment Swaps	Similar maturity swaps, so as not to affect cash flow needs, should have minimum 5 basis point gain	Yes
Issuer Limits	No more than 5% of the portfolio shall be invested in aggregate of any single institution of the following types: Bankers Acceptances, CP, Negotiable CDs, and Corporate Notes	Yes
U.S. Treasuries	No sector limit, no issuer limit, max maturity 5 years	Yes
U.S. Federal Agencies	No sector limit, no issuer limit, max maturity 5 years	Yes
LAIF	No sector limit, no issuer limit, CA State's deposit limit $75 million	Yes
Repurchase Agreements	No sector limit, no Issuer limit, max maturity 92 days, treasury and agency collateral at 102% of investment, if maturity exceeds 15 days, must be collateralized by securities with 5 years or less maturities	Yes
Commercial Paper	Sector limit 40%, issuer limit 5%, max maturity 270 days, rated by at least two: A-1 (S&P), P-1 (Moody's), F-1 (Fitch), issued by domestic corporation w/ at least $500 mil of assets, and long term debt rated by at least two: AA- (S&P/Fitch)/Aa3 (Moody's)	Yes
Corporate Bonds	Sector limit 30%, issuer limit 5%, max maturity 5 years, rated by at least two: A- (S&P/Fitch)/A3 (Moody's), issued by domestic corps/depositories, but no single NRSRO rating can be lower than A- or equivalent	Yes
Money Market Funds	Sector limit 20%, issuer limit 10%, rated by at least two: AAA-m (S&P/Fitch)/Aaa-mf (Moody's), MMF has at least $500 mil managed	Yes
Negotiable Certificates of Deposit	Sector limit 30%, issuer limit 5%, max maturity 5 years, if under 1 year rated by at least two: A-1 (S&P), P-1 (Moody's), F-1 (Fitch), if greater than 1 year rated by at least two: AA- (S&P/Fitch)/Aa3 (Moody's)	Yes
Municipal Securities	Sector limit 10%, no issuer limit, State of CA, local CA agencies, and other municipal securities of the other 49 states, if long-term rated, then by at least two: A- (S&P/Fitch)/A3 (Moody's), if short-term rated, then by at least two: SP-1 (S&P), MIG-1 (Moody's), F-1 (Fitch), revenue based bonds payable solely out of the States' or local agencies' revenues	Yes
Agency Mortgage-Backed Securities	Sector limit 20%, no issuer limit, max maturity 5 years, collateralized by pools of conforming residential mortgage loans insured by FHLMC/FNMA and residential mortgages guaranteed by FHA (GNMA)	Yes
Asset-Backed Securities	Sector limit 20%, no issuer limit, max maturity 5 years, collateralized by pools of loans such as installment/receivables, security must be rated by at least two: AA- (S&P/Fitch), Aa3 (Moody's), issuer rated by at least two: A- (S&P/Fitch), A3 (Moody's)	Yes
Supranational Debt Obligations	Sector limit 30%, max maturity 5 years, issued or unconditionally gauranteed by the IBR and IADB, rated by at least two: AAA (S&P/Fitch), Aaa (Moody's)	Yes
Bankers' Acceptances	Sector limit 40%, issuer limit 5%, max maturity 180 days, rated by at least two: A-1 (S&P), P-1 (Moody's), F-1 (Fitch), issued by commercial banks , collateral must exceed market value of security by 2%	Yes, None in Portfolio
Securities Lending	Sector limit 20%, max maturity 92 days for loans and reinvestment, loan counterparty must be a primary dealer, collateral must exceed 2% of market value, loaned securities must be owned for at least 30 days	Yes, None in Portfolio

Docusign Envelope ID: 170F4C80-EF8B-42F1-BE1A-5D782806CEBE

Santa Clara County Commingled Pool

Allocation by Security Types

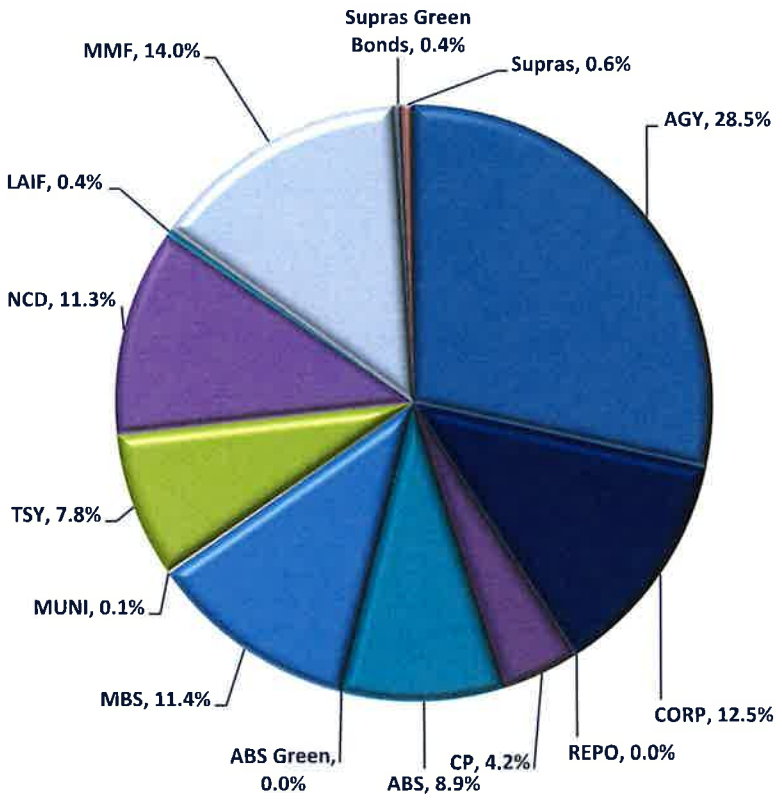
For the Month Ended April 30, 2024

Average Daily Balance	**$ 12,885,034,842.78**
Book Yield	**4.387%**
Weighted Average Maturity	**514 Days**

Investment Type	Par Value (Millions)	Book Value* (Millions)	Value (Millions)
Federal Agencies	$ 3,506.91	$ 3,476.21	$ 3,395.20
Corporate Bonds	1,535.90	1,524.97	1,487.10
Repurchase Agreements	-	-	-
Commercial Paper	500.00	497.08	496.94
Asset-Backed Securities	1,066.75	1,065.55	1,055.20
Asset-Backed Sec Green Bds	-	-	-
Mortgage Backed Securities	1,419.25	1,415.03	1,353.22
Municipal Securities	15.00	15.00	14.35
U.S. Treasuries	975.00	970.56	933.03
Negotiable CDs	1,350.00	1,350.00	1,350.17
LAIF	45.67	45.67	45.67
Money Market Funds	1,670.22	1,670.22	1,670.22
Supranationals Green Bonds	50.00	49.81	48.54
Supranationals	72.50	72.46	70.56
Total	**$ 12,207.20**	**$ 12,152.57**	**$ 11,920.19**

*Represents Amortized Book Value

Asset Allocation By Market Value



Docusign Envelope ID: 170F4C80-EF8B-42F1-BE1A-5D782806CEBE

Santa Clara County Commingled Pool

Allocation by Security Types

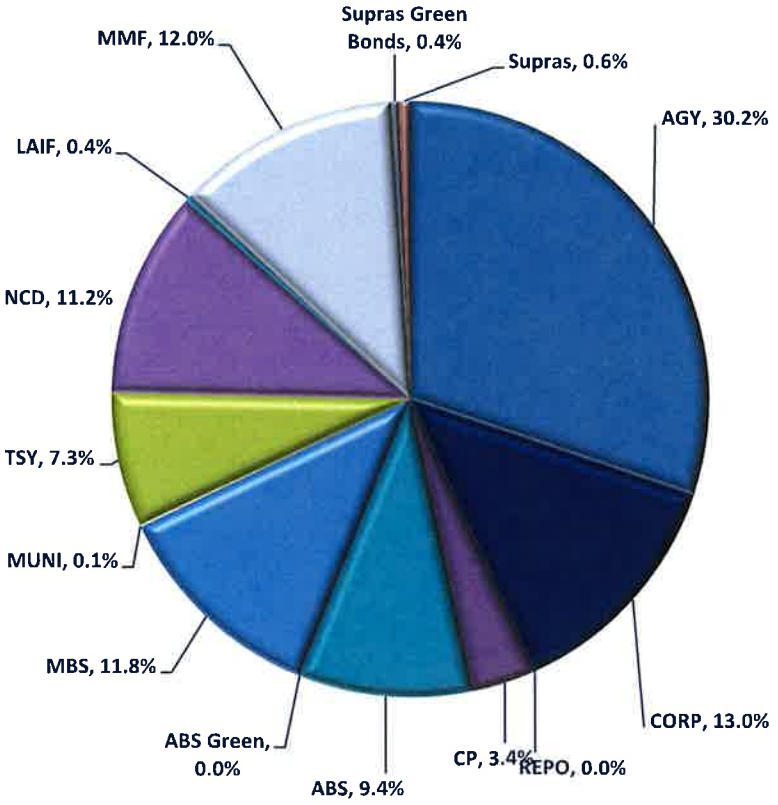
For the Month Ended May 31, 2024

Average Daily Balance	**$ 12,813,298,596.24**
Book Yield	**3.975%**
Weighted Average Maturity	**516 Days**

Investment Type	Par Value (Millions)	Book Value* (Millions)	Value (Millions)
Federal Agencies	$ 3,551.91	$ 3,539.74	$ 3,453.75
Corporate Bonds	1,530.90	1,520.46	1,488.81
Repurchase Agreements	-	-	-
Commercial Paper	391.45	389.79	389.69
Asset-Backed Securities	1,088.54	1,087.22	1,079.14
Asset-Backed Sec Green Bds	-	-	-
Mortgage Backed Securities	1,408.82	1,404.34	1,350.18
Municipal Securities	12.50	12.50	11.88
U.S. Treasuries	875.00	871.92	837.60
Negotiable CDs	1,280.00	1,280.00	1,280.10
LAIF	45.67	45.67	45.67
Money Market Funds	1,375.96	1,375.96	1,375.96
Supranationals Green Bonds	50.00	49.82	48.66
Supranationals	72.50	72.46	70.75
Total	**$ 11,683.25**	**$ 11,649.88**	**$ 11,432.20**

*Represents Amortized Book Value

Asset Allocation By Market Value



Docusign Envelope ID: 170F4C80-EF8B-42F1-BE1A-5D782806CEBE

SANTA CLARA COUNTY INVESTMENTS
Fund COMM - COMMINGLED POOL
Investments by Fund
June 30, 2024

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Negotiable CDs											
05966D6F4	43557	BANCO SANTANDER NY	11/03/2023	75,000,000.00	75,000,000.00	75,000,000.00	5.920	5.838	5.920	11/01/2024	123
05973RAR3	44075	BANCO SANTANDER NY	04/12/2024	50,000,000.00	50,000,000.00	50,001,750.00	5.540	5.540	5.616	01/24/2025	207
05586FT56	43440	BNP PARIBAS NY BRANCH	09/12/2023	65,000,000.00	65,000,000.00	65,020,475.00	5.920	5.920	6.002	07/31/2024	30
05593D2X0	43683	BNP PARIBAS NY BRANCH	12/13/2023	60,000,000.00	60,000,000.00	60,000,000.00	5.540	5.540	5.616	07/31/2024	30
05593D3K7	43744	BNP PARIBAS NY BRANCH	01/05/2024	60,000,000.00	60,000,000.00	60,000,000.00	5.330	5.330	5.404	08/30/2024	60
06417M5N1	43543	BANK OF NOVA SCOTIA HOUSTON	10/25/2023	75,000,000.00	75,000,000.00	75,021,900.00	5.860	5.860	5.941	07/31/2024	30
06418NAX0	44073	BANK OF NOVA SCOTIA HOUSTON	04/11/2024	50,000,000.00	50,000,000.00	49,989,300.00	5.450	5.450	5.525	01/10/2025	193
13606KB54	43423	CANADIAN IMP BK COMM NY	09/06/2023	50,000,000.00	50,000,000.00	50,012,700.00	5.890	5.890	5.971	07/31/2024	30
13606K2D7	44056	CANADIAN IMP BK COMM NY	04/10/2024	65,000,000.00	65,000,000.00	65,012,870.00	5.490	5.490	5.566	01/24/2025	207
22536D2K3	44083	CREDIT AGRICOLE	04/12/2024	60,000,000.00	60,000,000.00	59,985,060.00	5.480	5.480	5.556	01/24/2025	207
60710TQE4	44082	MIZUHO BANK LTD/NY	04/12/2024	50,000,000.00	50,000,000.00	49,991,850.00	5.440	5.444	5.519	08/30/2024	60
55380UVA2	44090	MUFG Mitsubishi BANK LTD/NY	04/15/2024	70,000,000.00	70,000,000.00	70,003,780.00	5.430	5.430	5.505	07/26/2024	25
21684XH66	43409	RABOBANK	08/30/2023	65,000,000.00	65,000,000.00	65,004,355.00	5.950	5.950	6.032	07/02/2024	1
78015J4T1	43430	Royal Bank of Canada NY	09/07/2023	65,000,000.00	65,000,000.00	65,019,175.00	5.910	5.910	5.992	07/31/2024	30
86564PTQ4	44081	SUMITOMO MITSUI TRUST NY	04/15/2024	50,000,000.00	50,000,000.00	49,997,550.00	5.430	5.430	5.505	08/30/2024	60
89115B3H1	43421	TORONTO DOMINION BANK	09/05/2023	65,000,000.00	65,000,000.00	65,011,245.00	5.880	5.880	5.961	07/19/2024	18
89115BSD3	44067	TORONTO DOMINION BANK	04/11/2024	65,000,000.00	65,000,000.00	64,996,750.00	5.480	5.480	5.556	01/17/2025	200
90275DSD3	43535	UBS AG STAMFORD CT	10/24/2023	75,000,000.00	75,000,000.00	75,039,750.00	5.910	5.910	5.992	08/23/2024	53
90275DSY7	44039	UBS AG STAMFORD CT	04/09/2024	25,000,000.00	25,000,000.00	24,990,875.00	5.430	5.430	5.505	01/25/2025	208
90275DSY7	44045	UBS AG STAMFORD CT	04/09/2024	75,000,000.00	75,000,000.00	74,972,625.00	5.430	5.430	5.505	01/25/2025	208
		Subtotal and Average		**1,215,000,000.00**	**1,215,000,000.00**	**1,215,072,010.00**		**5.649**	**5.727**		**94**
Mortgage Backed Securities (MBS)											
3133LJAN1	41524	FHLMC SINGLE FAMILY POOL	11/16/2021	10,139,001.13	9,970,744.81	9,043,885.51	1.500	0.932	0.945	11/01/2031	2,679
3133LPUA3	41675	FHLMC SINGLE FAMILY POOL	12/16/2021	15,053,348.41	14,890,483.74	13,460,967.82	1.500	1.127	1.142	01/01/2032	2,740
3137BP4J5	39654	FHLMC MULTI-FAMILY	07/01/2019	6,854,102.72	6,760,355.62	6,558,790.88	2.446	1.911	1.938	03/25/2026	632
3137BHCY1	40390	FHLMC MULTI-FAMILY	03/17/2020	9,080,727.39	8,486,661.11	8,358,112.81	2.811	1.026	1.040	01/25/2025	208
3137BSP64	40526	FHLMC MULTI-FAMILY	07/01/2020	8,151,993.76	7,720,147.98	7,436,514.38	2.340	0.651	0.661	07/25/2026	754
3137BKGH7	40539	FHLMC MULTI-FAMILY	07/28/2020	403,791.52	386,057.03	383,515.31	2.712	0.472	0.479	07/25/2025	389
3138LJWY2	40630	FHLMC MULTI-FAMILY	10/02/2020	13,508,513.53	12,318,542.34	11,917,963.55	2.800	0.541	0.549	10/01/2025	457
3137BYLE8	40638	FHLMC MULTI-FAMILY	10/08/2020	7,231,875.00	6,650,000.00	6,427,662.57	2.700	0.875	0.888	10/25/2025	481

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Fund COMM - COMMINGLED POOL
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CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Mortgage Backed Securities (MBS)											
3137F72W4	40784	FHLMC MULTI-FAMILY	11/30/2020	536,100.75	536,100.75	533,748.18	5.681	0.394	0.400	09/25/2029	1,912
3132XFFH6	40812	FHLMC MULTI-FAMILY	12/09/2020	45,330,468.75	45,000,000.00	42,388,976.25	0.770	0.609	0.618	10/01/2025	457
3137FATE8	40976	FHLMC MULTI-FAMILY	03/01/2021	32,412,890.63	30,000,000.00	29,821,944.00	2.982	0.410	0.415	08/25/2024	55
3137FF3W5	40983	FHLMC MULTI-FAMILY	03/04/2021	2,951,978.87	2,952,037.91	2,742,635.10	0.602	0.585	0.593	09/25/2027	1,181
3137BYLE8	41131	FHLMC MULTI-FAMILY	05/13/2021	5,406,445.31	5,000,000.00	4,832,829.00	2.700	0.775	0.786	10/25/2025	481
3137FYZG4	41133	FHLMC MULTI-FAMILY	05/13/2021	6,798,978.87	6,799,155.65	6,355,236.06	0.861	0.838	0.850	06/25/2027	1,089
3137FPJ55	41164	FHLMC MULTI-FAMILY	06/07/2021	16,800,001.87	15,596,172.32	14,936,331.02	2.606	0.821	0.832	07/25/2027	1,119
3137FBAB2	41192	FHLMC MULTI-FAMILY	06/17/2021	6,998,760.94	6,457,910.90	6,240,440.75	3.038	0.705	0.715	08/25/2027	1,150
3137H14A1	41222	FHLMC MULTI-FAMILY	06/30/2021	16,074,207.55	16,074,448.67	14,918,806.72	0.854	0.831	0.842	01/25/2028	1,303
3132XFD47	41319	FHLMC MULTI-FAMILY	08/24/2021	15,703,125.00	15,000,000.00	13,976,839.65	2.100	0.624	0.633	11/01/2026	853
3137FQ3Y7	41791	FHLMC MULTI-FAMILY	01/28/2022	18,180,920.08	17,809,426.57	16,581,268.92	2.190	1.684	1.708	07/25/2029	1,850
3137BEVH4	41803	FHLMC MULTI-FAMILY	02/02/2022	10,547,278.02	10,123,362.23	10,066,421.35	3.241	1.264	1.281	09/25/2024	86
3137H6LT0	41892	FHLMC MULTI-FAMILY	03/08/2022	22,409,351.40	22,409,978.88	21,604,855.57	1.946	1.861	1.887	03/25/2027	997
3137H73W1	42046	FHLMC MULTI-FAMILY	04/21/2022	16,139,342.23	16,142,005.66	15,590,935.34	2.750	2.598	2.635	04/25/2027	1,028
3137F1G44	42093	FHLMC MULTI-FAMILY	04/29/2022	35,324,023.44	35,000,000.00	33,461,484.00	3.243	2.629	2.665	04/25/2027	1,028
3137BXQY1	42099	FHLMC MULTI-FAMILY	05/02/2022	40,300,000.00	40,000,000.00	38,294,572.00	3.224	2.982	3.023	03/25/2027	997
3137F2LJ3	42110	FHLMC MULTI-FAMILY	05/03/2022	34,967,187.50	35,000,000.00	33,302,577.00	3.117	3.069	3.112	06/25/2027	1,089
3137F1G44	42150	FHLMC MULTI-FAMILY	05/11/2022	19,956,250.00	20,000,000.00	19,120,848.00	3.243	3.220	3.265	04/25/2027	1,028
3137F4CY6	42187	FHLMC MULTI-FAMILY	05/19/2022	21,187,159.55	21,218,656.00	21,043,769.72	2.920	2.876	2.916	09/25/2024	86
3137FMD25	42205	FHLMC MULTI-FAMILY	05/24/2022	19,784,218.75	19,940,000.00	19,227,655.46	2.875	3.023	3.065	04/25/2026	663
3137FBAJ5	42757	FHLMC MULTI-FAMILY	12/08/2022	10,245,250.00	10,700,000.00	10,210,048.07	3.281	4.394	4.455	08/25/2027	1,150
3137BYLD0	42764	FHLMC MULTI-FAMILY	12/09/2022	19,238,281.25	20,000,000.00	19,081,048.00	3.288	4.198	4.257	02/25/2027	969
3137F4X23	42786	FHLMC MULTI-FAMILY	12/15/2022	7,127,195.31	7,300,000.00	7,200,219.95	3.600	4.602	4.666	02/25/2025	239
3132CW3F9	42931	FHLMC MULTI-FAMILY	02/16/2023	22,599,865.19	23,799,117.60	22,662,855.62	2.000	4.704	4.769	12/01/2027	1,248
3132XGQ74	42949	FHLMC MULTI-FAMILY	02/24/2023	43,165,034.11	44,600,616.45	42,998,301.84	3.700	4.444	4.506	11/01/2027	1,218
3137FEZT0	43054	FHLMC MULTI-FAMILY	04/11/2023	25,491,133.31	25,762,850.88	25,139,312.60	3.725	4.045	4.101	12/25/2027	1,272
3132XFLM8	43080	FHLMC MULTI-FAMILY	04/17/2023	31,149,045.31	31,160,000.00	30,342,174.33	4.300	4.288	4.347	02/01/2028	1,310
3137FHQ22	43243	FHLMC MULTI-FAMILY	06/12/2023	12,130,384.96	12,503,033.97	12,248,771.02	3.370	4.824	4.891	07/25/2025	389
3137FJXQ7	43391	FHLMC MULTI-FAMILY	08/22/2023	22,579,331.27	23,278,141.00	22,850,889.34	3.750	5.261	5.334	08/25/2025	420
3132XGW51	43597	FHLMC MULTI-FAMILY	10/30/2023	13,905,408.52	14,838,000.00	14,349,302.61	4.210	6.783	6.878	07/01/2028	1,461
3137BLVK1	43628	FHLMC MULTI-FAMILY	12/01/2023	24,591,562.50	25,500,000.00	24,879,304.50	3.116	6.925	7.021	07/25/2025	389
3137HB3G7	43636	FHLMC MULTI-FAMILY	12/07/2023	20,939,667.00	21,000,000.00	20,979,159.60	4.860	4.792	4.858	10/25/2028	1,577

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CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Mortgage Backed Securities (MBS)											
3132XFND6	43889	FHLMC MULTI-FAMILY	02/16/2024	40,995,874.77	41,126,000.00	40,890,818.50	5.000	4.879	4.946	08/01/2028	1,492
3138LDYK3	42111	FNMA NOTES	05/03/2022	36,934,612.68	37,664,359.65	35,866,913.96	2.550	3.035	3.077	07/01/2026	730
3138LECC3	42910	FNMA NOTES	02/08/2023	37,820,312.50	40,000,000.00	37,921,777.60	2.420	4.069	4.126	07/01/2026	730
3136AXVB8	40511	FNMA MULTI-FAMILY	06/17/2020	5,322,040.81	4,970,966.31	4,951,245.49	2.540	0.680	0.690	07/25/2024	24
3138L7CU8	40541	FNMA MULTI-FAMILY	07/31/2020	19,503,128.39	18,068,908.76	17,997,744.90	2.950	0.530	0.537	07/01/2024	0
3136AY6S7	40743	FNMA MULTI-FAMILY	11/12/2020	9,847,437.48	9,187,113.68	9,104,853.18	2.539	0.384	0.390	11/25/2024	147
3138LEC33	40905	FNMA MULTI-FAMILY	01/22/2021	10,280,419.77	9,479,819.40	8,997,243.41	2.380	0.600	0.609	07/01/2026	730
3136AUG21	41228	FNMA MULTI-FAMILY	07/07/2021	18,940,502.26	17,763,659.80	16,794,680.58	2.417	0.927	0.940	10/25/2026	846
3138LNKZ3	41491	FNMA MULTI-FAMILY	11/02/2021	2,637,790.07	2,527,224.02	2,472,421.37	3.440	0.628	0.637	06/01/2025	335
3138LDLP6	41854	FNMA MULTI-FAMILY	02/23/2022	10,666,500.12	10,368,408.38	9,915,427.34	2.750	1.876	1.902	04/01/2026	639
3138LCT54	42039	FNMA MULTI-FAMILY	04/20/2022	35,196,875.00	35,000,000.00	33,870,808.30	3.100	2.909	2.949	01/01/2026	549
3138LFUJ5	42112	FNMA MULTI-FAMILY	05/03/2022	19,493,750.00	20,000,000.00	18,919,794.20	2.470	3.050	3.093	10/01/2026	822
3136AK2F9	42120	FNMA MULTI-FAMILY	05/04/2022	38,222,944.37	38,139,514.19	36,865,231.07	3.286	3.195	3.240	08/25/2026	785
3138LD5W9	42133	FNMA MULTI-FAMILY	05/06/2022	14,643,750.00	15,000,000.00	14,310,286.80	2.625	3.170	3.214	06/01/2026	700
3138LD5W9	42137	FNMA MULTI-FAMILY	05/09/2022	14,622,656.25	15,000,000.00	14,310,286.80	2.625	3.208	3.253	06/01/2026	700
3138LEC82	42151	FNMA MULTI-FAMILY	05/11/2022	19,509,375.00	20,000,000.00	19,048,753.20	2.570	3.165	3.209	07/01/2026	730
3140HV6S8	42188	FNMA MULTI-FAMILY	05/19/2022	28,959,375.00	30,000,000.00	28,157,544.60	2.190	2.988	3.030	11/01/2026	853
3138LD5W9	42234	FNMA MULTI-FAMILY	06/01/2022	7,880,625.00	8,000,000.00	7,632,152.96	2.625	3.296	3.342	06/01/2026	700
3138L5FA3	42758	FNMA MULTI-FAMILY	12/08/2022	8,632,296.31	8,798,996.04	8,602,354.84	3.765	4.394	4.455	12/01/2025	518
3138LCT54-A	42878	FNMA MULTI-FAMILY	01/25/2023	9,723,437.50	10,000,000.00	9,677,373.80	3.100	4.684	4.749	01/01/2026	549
3136AMMF3	43042	FNMA MULTI-FAMILY	04/06/2023	18,051,809.61	18,539,205.32	18,308,043.68	3.010	4.587	4.650	12/25/2024	177
3140LJKS4	43098	FNMA MULTI-FAMILY	04/20/2023	23,264,450.63	23,279,000.00	22,800,175.18	4.540	4.533	4.596	01/01/2028	1,279
3140LJJN7	43145	FNMA MULTI-FAMILY	05/02/2023	30,631,160.63	30,732,000.00	30,071,722.98	4.385	4.375	4.436	01/01/2028	1,279
3140LHFC9	43162	FNMA MULTI-FAMILY	05/09/2023	24,437,500.00	25,000,000.00	23,868,563.75	3.530	4.065	4.122	09/01/2027	1,157
3140LJS23	43200	FNMA MULTI-FAMILY	05/24/2023	24,855,468.75	25,000,000.00	24,435,732.25	4.170	4.163	4.221	02/01/2028	1,310
3140LJX68	43268	FNMA MULTI-FAMILY	06/26/2023	23,036,842.50	23,492,000.00	22,844,977.93	4.225	4.641	4.706	06/01/2028	1,431
3140LLCB5	43563	FNMA MULTI-FAMILY	11/01/2023	21,559,042.97	22,527,000.00	22,243,806.55	4.620	5.636	5.714	07/01/2028	1,461
3142FFGN1	44063	FNMA MULTI-FAMILY	04/15/2024	39,065,625.00	40,000,000.00	39,188,638.00	4.600	5.134	5.206	01/01/2029	1,645
3140QMQJ6	41525	FNMA SINGLE FAMILY POOL	11/16/2021	9,421,895.16	9,311,323.20	8,439,879.53	1.500	1.092	1.107	11/01/2031	2,679
3140XDHF6	41526	FNMA SINGLE FAMILY POOL	11/16/2021	16,882,902.11	16,587,438.36	15,045,562.32	1.500	0.899	0.911	09/01/2031	2,618
31418EAD2	41676	FNMA SINGLE FAMILY POOL	12/16/2021	13,265,452.28	13,093,598.80	11,856,477.35	1.500	1.055	1.070	12/01/2031	2,709
30322KAE3	43105	FREDDIE MAC MULTI-FAMILY	04/21/2023	23,500,971.03	25,980,259.03	23,930,143.80	0.880	4.491	4.553	07/25/2026	754

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CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Mortgage Backed Securities (MBS)											
3132XGVS2	43629	FREDDIE MAC MULTI-FAMILY	11/16/2023	26,783,753.44	27,276,000.00	27,221,918.51	5.100	5.664	5.743	06/01/2028	1,431
		Subtotal and Average		**1,395,984,779.09**	**1,400,596,803.01**	**1,348,134,329.13**		**3.185**	**3.230**		**993**
Federal Agency Bonds											
3133EJVC0	40535	FFCB NOTES	07/22/2020	15,024,750.52	15,000,000.00	14,975,888.55	2.950	0.342	0.347	07/24/2024	23
3133ELVQ4	40585	FFCB NOTES	09/11/2020	15,057,292.68	15,000,000.00	14,531,925.15	0.950	0.429	0.435	04/01/2025	274
3133EM4X7	41408	FFCB NOTES	09/29/2021	12,737,838.62	12,796,000.00	11,763,456.85	0.800	0.999	1.013	09/10/2026	801
3133ENEJ5	41536	FFCB NOTES	11/18/2021	24,996,353.01	25,000,000.00	24,570,912.25	0.875	0.901	0.913	11/18/2024	140
3133ENKS8	41747	FFCB NOTES	01/11/2022	12,495,159.88	12,500,000.00	12,233,230.88	1.125	1.185	1.201	01/06/2025	189
3133ENNB2	41818	FFCB NOTES	02/08/2022	3,982,444.13	4,000,000.00	3,710,405.88	1.625	1.778	1.803	02/03/2027	947
3133ENNY2	41842	FFCB NOTES	02/17/2022	29,972,531.25	30,000,000.00	28,536,673.80	1.750	1.783	1.808	02/17/2026	596
3133ENPX2	41860	FFCB NOTES	02/24/2022	19,983,011.13	20,000,000.00	19,307,049.00	1.800	1.851	1.877	08/22/2025	417
3133ENRZ5	41914	FFCB NOTES	03/17/2022	14,984,142.22	15,000,000.00	14,658,749.10	1.950	2.075	2.104	03/17/2025	259
3133ENUD0	42079	FFCB NOTES	04/28/2022	19,946,348.45	20,000,000.00	19,260,154.60	2.640	2.762	2.800	04/08/2026	646
3133ENZG8	42304	FFCB NOTES	06/21/2022	19,987,527.86	20,000,000.00	19,647,878.20	3.375	3.396	3.443	06/20/2025	354
3133ENB33	42402	FFCB NOTES	07/19/2022	19,974,136.00	20,000,000.00	19,142,596.60	3.050	3.053	3.096	07/19/2027	1,113
3133ENN22	42568	FFCB NOTES	09/22/2022	24,976,827.08	25,000,000.00	24,613,455.00	3.750	3.778	3.830	09/22/2025	448
3133ENV72	42641	FFCB NOTES	10/27/2022	24,959,356.81	25,000,000.00	24,842,745.50	4.500	4.525	4.588	07/27/2026	756
3133ENZ37	42685	FFCB NOTES	11/10/2022	10,001,332.69	10,000,000.00	9,977,593.70	4.875	4.784	4.851	01/10/2025	193
3133ENZ94	42717	FFCB NOTES	11/23/2022	19,983,368.39	20,000,000.00	19,916,804.20	4.500	4.666	4.731	11/18/2024	140
3133EN3S7	42752	FFCB NOTES	12/07/2022	22,498,564.96	22,605,000.00	22,034,780.06	3.750	3.848	3.902	12/07/2027	1,254
3133EPFT7	43069	FFCB NOTES	04/13/2023	19,938,891.11	20,000,000.00	19,630,034.40	3.750	3.879	3.933	04/13/2026	651
3133EPCW3	43081	FFCB NOTES	04/17/2023	23,705,426.63	23,598,000.00	23,557,604.47	5.000	4.246	4.305	03/10/2025	252
3133EPGW9	43119	FFCB NOTES	04/25/2023	39,967,940.00	40,000,000.00	39,186,420.00	3.875	3.844	3.898	04/25/2028	1,394
3133EPLC7	43211	FFCB NOTES	05/30/2023	24,898,469.83	25,000,000.00	24,711,235.00	4.125	4.330	4.390	02/26/2026	605
3130A2UW4	39852	FHLB NOTES	09/16/2019	10,020,454.09	10,000,000.00	9,948,092.80	2.875	1.776	1.801	09/13/2024	74
3130A2UW4	39985	FHLB NOTES	10/29/2019	30,063,703.99	30,000,000.00	29,844,278.40	2.875	1.737	1.762	09/13/2024	74
3130A2UW4	40501	FHLB NOTES	05/14/2020	5,023,662.09	5,000,000.00	4,974,046.40	2.875	0.474	0.481	09/13/2024	74
3130AN4T4	41376	FHLB NOTES	09/17/2021	10,013,526.63	10,000,000.00	9,270,144.90	0.875	0.793	0.804	06/12/2026	711
3130A8ZQ9	41509	FHLB NOTES	11/09/2021	20,181,188.29	20,000,000.00	19,285,500.60	1.750	0.963	0.977	09/12/2025	438
3130AQF40	41694	FHLB NOTES	12/22/2021	14,998,824.21	15,000,000.00	14,694,661.50	1.000	1.003	1.017	12/20/2024	172
3130AFBC0	42503	FHLB NOTES	08/24/2022	19,994,349.12	20,000,000.00	19,900,705.00	3.250	3.350	3.396	09/13/2024	74

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Fund COMM - COMMINGLED POOL
Investments by Fund
June 30, 2024

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Federal Agency Bonds											
3130ATVD6	42784	FHLB NOTES	12/15/2022	10,007,819.11	10,000,000.00	9,986,671.20	4.875	4.403	4.464	09/13/2024	74
3130AUXH2	42923	FHLB NOTES	02/14/2023	44,992,195.00	45,000,000.00	44,798,628.15	4.625	4.590	4.654	02/14/2025	228
3130AV7L0	42965	FHLB NOTES	03/03/2023	39,982,498.46	40,000,000.00	39,920,941.20	5.000	5.001	5.071	02/28/2025	242
3137EAEP0	40331	FHLMC NOTES	02/14/2020	24,997,633.90	25,000,000.00	24,424,784.50	1.500	1.497	1.517	02/12/2025	226
3137EAEX3	40612	FHLMC NOTES	09/25/2020	9,992,600.56	10,000,000.00	9,451,190.10	0.375	0.430	0.435	09/23/2025	449
3134H1MK6	43704	FHLMC NOTES	12/21/2023	30,000,000.00	30,000,000.00	29,960,206.50	5.400	5.326	5.400	12/21/2026	903
3135G0V75	40044	FNMA NOTES	11/14/2019	25,000,006.89	25,000,000.00	24,997,234.00	1.750	1.715	1.739	07/02/2024	1
3135G0X24	40233	FNMA NOTES	01/10/2020	14,995,047.25	15,000,000.00	14,720,137.35	1.625	1.668	1.691	01/07/2025	190
3135G03U5	40489	FNMA NOTES	04/30/2020	7,003,000.94	7,000,000.00	6,749,807.47	0.625	0.563	0.571	04/22/2025	295
3135G04Z3	40514	FNMA NOTES	06/19/2020	19,992,033.15	20,000,000.00	19,132,780.00	0.500	0.534	0.542	06/17/2025	351
3135G05X7	40555	FNMA NOTES	08/27/2020	29,967,672.08	30,000,000.00	28,443,095.40	0.375	0.463	0.469	08/25/2025	420
3135G04Z3	40635	FNMA NOTES	10/06/2020	15,009,238.26	15,000,000.00	14,349,585.00	0.500	0.429	0.435	06/17/2025	351
3135G05X7	40971	FNMA NOTES	02/26/2021	14,945,878.26	15,000,000.00	14,221,547.70	0.375	0.684	0.694	08/25/2025	420
3135G05X7	40998	FNMA NOTES	03/15/2021	14,935,144.31	15,000,000.00	14,221,547.70	0.375	0.747	0.758	08/25/2025	420
3135G06G3	41005	FNMA NOTES	03/19/2021	9,957,256.47	10,000,000.00	9,422,453.00	0.500	0.812	0.823	11/07/2025	494
3135G05X7	41006	FNMA NOTES	03/19/2021	14,931,440.98	15,000,000.00	14,221,547.70	0.375	0.769	0.780	08/25/2025	420
3135G04Z3	41094	FNMA NOTES	04/23/2021	23,673,356.97	23,703,000.00	22,675,214.22	0.500	0.623	0.632	06/17/2025	351
3135G05X7	41537	FNMA NOTES	11/18/2021	24,801,008.47	25,000,000.00	23,702,579.50	0.375	1.068	1.083	08/25/2025	420
3135G05X7	41559	FNMA NOTES	11/26/2021	9,905,875.61	10,000,000.00	9,481,031.80	0.375	1.198	1.214	08/25/2025	420
3135G05X7	42344	FNMA NOTES	06/30/2022	9,692,545.73	10,000,000.00	9,481,031.80	0.375	3.163	3.207	08/25/2025	420
880591EW8	40799	TENNESSEE VALLEY AUTHORITY	12/03/2020	19,117,061.45	19,075,000.00	18,351,341.23	0.750	0.487	0.494	05/15/2025	318
		Subtotal and Average		**944,266,735.52**	**945,277,000.00**	**921,440,378.31**		**2.457**	**2.491**		**441**
Federal Agency Bonds - CALLABLE											
31422XN40	42653	FARMER MAC	11/01/2022	25,000,000.00	25,000,000.00	24,807,435.25	5.050	4.980	5.050	11/01/2027	1,218
31422XR20	42729	FARMER MAC	11/29/2022	25,000,000.00	25,000,000.00	24,955,090.50	5.050	4.980	5.050	11/29/2024	151
31422X3H3	43219	FARMER MAC	06/02/2023	25,000,000.00	25,000,000.00	24,681,483.00	4.550	4.487	4.550	06/02/2027	1,066
3133EL5S9	40568	FFCB NOTES	09/03/2020	20,000,000.00	20,000,000.00	19,809,809.40	0.480	0.473	0.480	09/03/2024	64
3133EL6E9	40581	FFCB NOTES	09/09/2020	15,000,000.00	15,000,000.00	14,842,873.95	0.420	0.414	0.420	09/09/2024	70
3133EMLP5	40870	FFCB NOTES	12/24/2020	15,000,000.00	15,000,000.00	14,615,148.60	0.320	0.315	0.320	12/23/2024	175
3133EMVS8	41063	FFCB NOTES	04/14/2021	40,000,000.00	40,000,000.00	38,541,044.00	0.690	0.680	0.690	04/14/2025	287
3133ENJC5	41695	FFCB NOTES	12/22/2021	12,000,000.00	12,000,000.00	11,014,755.24	1.290	1.272	1.290	12/22/2026	904

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Fund COMM - COMMINGLED POOL
Investments by Fund
June 30, 2024

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Federal Agency Bonds - CALLABLE											
3133ENJC5	41696	FFCB NOTES	12/22/2021	12,000,000.00	12,000,000.00	11,014,755.24	1.290	1.272	1.290	12/22/2026	904
3133ENQD5	41869	FFCB NOTES	03/01/2022	7,000,000.00	7,000,000.00	6,558,336.40	2.170	2.140	2.170	03/01/2027	973
3133ENQD5	41870	FFCB NOTES	03/01/2022	10,000,000.00	10,000,000.00	9,369,052.00	2.170	2.140	2.170	03/01/2027	973
3133ENQD5	41871	FFCB NOTES	03/01/2022	10,000,000.00	10,000,000.00	9,369,052.00	2.170	2.140	2.170	03/01/2027	973
3133ENF96	42484	FFCB NOTES	08/17/2022	20,000,000.00	20,000,000.00	19,593,794.40	3.960	3.905	3.960	08/17/2026	777
3133EPMF9	43239	FFCB NOTES	06/09/2023	15,000,000.00	15,000,000.00	14,888,226.15	4.690	4.625	4.690	06/09/2026	708
3133EPRN7	43345	FFCB NOTES	08/01/2023	14,972,447.83	15,000,000.00	14,909,904.90	5.050	5.031	5.101	07/28/2028	1,488
3130AJLA5	40502	FHLB NOTES	05/19/2020	5,000,000.00	5,000,000.00	4,806,657.75	0.750	0.739	0.750	05/19/2025	322
3130ALDL5	40968	FHLB NOTES	02/25/2021	35,000,000.00	35,000,000.00	32,679,692.85	0.625	0.616	0.625	02/25/2026	604
3130ALMM3	41031	FHLB NOTES	03/30/2021	9,200,000.00	9,200,000.00	8,600,941.26	1.000	0.986	1.000	03/30/2026	637
3130ALCV4	41057	FHLB NOTES	04/13/2021	14,952,959.62	15,000,000.00	14,000,669.55	0.750	0.932	0.945	02/24/2026	603
3130ALZ31	41110	FHLB NOTES	04/28/2021	35,000,000.00	35,000,000.00	34,440,696.15	0.625	0.616	0.625	10/28/2024	119
3130AM4N9	41113	FHLB NOTES	04/29/2021	15,000,000.00	15,000,000.00	13,994,539.05	1.000	0.986	1.000	04/29/2026	667
3130ANA42	41260	FHLB NOTES	07/28/2021	11,998,680.00	12,000,000.00	11,556,532.68	0.650	0.654	0.663	04/28/2025	301
3130ALEY6	41278	FHLB NOTES	08/04/2021	24,726,384.92	24,730,000.00	23,093,275.37	0.800	0.797	0.808	03/04/2026	611
3130ANWF3	41332	FHLB NOTES	08/30/2021	45,000,000.00	45,000,000.00	41,477,569.65	0.970	0.956	0.970	08/25/2026	785
3130ANVR8	41365	FHLB NOTES	09/14/2021	24,000,000.00	24,000,000.00	22,162,608.72	1.000	0.986	1.000	08/14/2026	774
3130AKZ25	41640	FHLB NOTES	12/08/2021	18,121,107.25	18,300,000.00	17,053,089.06	0.650	1.241	1.259	02/26/2026	605
3130ANMH0	41652	FHLB NOTES	12/13/2021	24,863,248.37	25,000,000.00	23,089,006.50	1.100	1.346	1.365	08/20/2026	780
3130AQDY6	41716	FHLB NOTES	12/30/2021	16,040,000.00	16,040,000.00	15,691,938.42	1.000	0.986	1.000	12/30/2024	182
3130ARFG1	41954	FHLB NOTES	03/30/2022	20,000,000.00	20,000,000.00	18,890,373.60	2.400	2.367	2.400	03/25/2027	997
3130AKYH3	41960	FHLB NOTES	03/31/2022	18,782,532.42	19,655,000.00	17,817,631.34	0.830	2.618	2.655	02/10/2027	954
3130ARJT9	41995	FHLB NOTES	04/12/2022	25,000,000.00	25,000,000.00	23,835,570.50	2.910	2.870	2.910	04/12/2027	1,015
3130ARN23	42077	FHLB NOTES	04/28/2022	25,000,000.00	25,000,000.00	24,020,901.50	3.200	3.156	3.200	04/28/2027	1,031
3130ARPR6	42089	FHLB NOTES	04/29/2022	35,000,000.00	35,000,000.00	33,511,873.85	3.100	3.057	3.100	04/29/2027	1,032
3130ARQ87	42090	FHLB NOTES	04/29/2022	15,000,000.00	15,000,000.00	14,507,551.95	3.000	2.958	3.000	04/29/2026	667
3130ARQ87	42091	FHLB NOTES	04/29/2022	25,000,000.00	25,000,000.00	24,179,253.25	3.000	2.958	3.000	04/29/2026	667
3130ARQ87	42092	FHLB NOTES	04/29/2022	25,000,000.00	25,000,000.00	24,179,253.25	3.000	2.958	3.000	04/29/2026	667
3130ARUR0	42143	FHLB NOTES	05/10/2022	25,000,000.00	25,000,000.00	24,051,112.00	3.200	3.156	3.200	05/10/2027	1,043
3130ARUR0	42144	FHLB NOTES	05/10/2022	4,197,599.00	4,200,000.00	4,040,586.82	3.200	3.177	3.221	05/10/2027	1,043
3130ARUZ2	42166	FHLB NOTES	05/13/2022	10,000,000.00	10,000,000.00	9,684,974.60	3.100	3.057	3.100	05/13/2026	681
3130ANMH0	42245	FHLB NOTES	06/03/2022	9,801,261.53	10,215,000.00	9,434,168.06	1.100	3.095	3.138	08/20/2026	780

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Fund COMM - COMMINGLED POOL
Investments by Fund
June 30, 2024

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Federal Agency Bonds - CALLABLE											
3130AS6Q7	42256	FHLB NOTES	06/07/2022	30,000,000.00	30,000,000.00	28,880,241.90	3.250	3.205	3.250	06/07/2027	1,071
3130ATW45	42728	FHLB NOTES	11/29/2022	30,000,000.00	30,000,000.00	29,744,803.50	5.050	4.980	5.050	11/29/2027	1,246
3130ANEC0	42774	FHLB NOTES	12/13/2022	32,778,107.81	35,000,000.00	32,452,416.15	1.125	3.933	3.988	07/29/2026	758
3130AVAY8	42999	FHLB NOTES	03/20/2023	25,000,000.00	25,000,000.00	24,967,209.00	5.500	5.424	5.500	09/20/2027	1,176
3130AVSU7	43138	FHLB NOTES	04/28/2023	25,000,000.00	25,000,000.00	24,715,894.00	4.450	4.389	4.450	04/28/2027	1,031
3130AVVH2	43155	FHLB NOTES	05/05/2023	25,000,000.00	25,000,000.00	24,777,798.75	4.400	4.339	4.400	05/05/2028	1,404
3130AYFT8	43756	FHLB NOTES	01/12/2024	25,000,000.00	25,000,000.00	24,898,229.50	4.500	4.438	4.500	01/12/2028	1,290
3130AYFT8	43770	FHLB NOTES	01/12/2024	20,000,000.00	20,000,000.00	19,918,583.60	4.500	4.438	4.500	01/12/2028	1,290
3130AYFT8	43776	FHLB NOTES	01/12/2024	10,000,000.00	10,000,000.00	9,959,291.80	4.500	4.438	4.500	01/12/2028	1,290
3130B0AD1	43927	FHLB NOTES	03/04/2024	35,000,000.00	35,000,000.00	34,969,560.15	5.500	5.424	5.500	09/04/2025	430
3130B0RD3	44022	FHLB NOTES	04/04/2024	35,000,000.00	35,000,000.00	35,153,854.05	5.000	4.931	5.000	04/02/2029	1,736
3130B0RD3	44027	FHLB NOTES	04/04/2024	10,000,000.00	10,000,000.00	10,043,958.30	5.000	4.931	5.000	04/02/2029	1,736
3134GVVX3	40506	FHLMC NOTES	05/28/2020	6,000,000.00	6,000,000.00	5,751,708.12	0.750	0.739	0.750	05/28/2025	331
3134GWUD6	40625	FHLMC NOTES	09/30/2020	15,000,000.00	15,000,000.00	14,628,221.25	0.400	0.394	0.400	12/30/2024	182
3134GWWR3	40626	FHLMC NOTES	09/30/2020	24,500,000.00	24,500,000.00	23,172,483.92	0.520	0.512	0.520	09/30/2025	456
3134GWZR0	40657	FHLMC NOTES	10/21/2020	8,769,497.55	8,770,000.00	8,626,089.91	0.400	0.413	0.418	10/21/2024	112
3134GW5R3	42038	FHLMC NOTES	04/20/2022	35,934,244.64	37,000,000.00	34,862,474.85	0.650	2.919	2.959	10/27/2025	483
3134GW5R3	42071	FHLMC NOTES	04/27/2022	15,542,798.22	16,000,000.00	15,075,664.80	0.650	2.899	2.940	10/27/2025	483
3134GW6C5	42098	FHLMC NOTES	05/02/2022	19,017,353.71	20,000,000.00	18,234,982.80	0.800	3.036	3.078	10/28/2026	849
3134GXHX5	42109	FHLMC NOTES	05/03/2022	14,197,600.60	15,000,000.00	13,647,619.50	0.850	3.145	3.189	12/23/2026	905
3134GX3A0	42587	FHLMC NOTES	09/30/2022	14,972,810.56	15,000,000.00	14,923,447.50	4.750	4.840	4.908	09/30/2025	456
3134GYCP5	42871	FHLMC NOTES	01/23/2023	20,000,000.00	20,000,000.00	19,992,774.80	5.000	4.931	5.000	07/23/2024	22
3134GYPF3	43063	FHLMC NOTES	04/12/2023	25,000,000.00	25,000,000.00	24,811,177.75	4.750	4.686	4.751	07/12/2027	1,106
3134GYPF3	43064	FHLMC NOTES	04/12/2023	15,000,000.00	15,000,000.00	14,886,706.65	4.750	4.686	4.751	07/12/2027	1,106
3136G4XZ1	40522	FNMA NOTES	06/30/2020	15,000,000.00	15,000,000.00	14,319,832.20	0.740	0.729	0.740	06/30/2025	364
3136G4XZ1	40523	FNMA NOTES	06/30/2020	5,000,000.00	5,000,000.00	4,773,277.40	0.740	0.729	0.740	06/30/2025	364
3136G4YU1	40528	FNMA NOTES	07/15/2020	10,000,000.00	10,000,000.00	9,527,410.70	0.730	0.720	0.730	07/15/2025	379
3136G4YU1	40529	FNMA NOTES	07/15/2020	5,518,000.00	5,518,000.00	5,257,225.22	0.730	0.720	0.730	07/15/2025	379
3136G4A45	40534	FNMA NOTES	07/22/2020	20,000,000.00	20,000,000.00	19,033,718.40	0.710	0.700	0.710	07/22/2025	386
3136G4B77	40543	FNMA NOTES	08/04/2020	20,000,000.00	20,000,000.00	19,083,335.60	0.700	0.690	0.700	08/04/2025	399
3136G4H63	40550	FNMA NOTES	08/19/2020	11,500,000.00	11,500,000.00	10,934,736.13	0.550	0.542	0.550	08/19/2025	414
3136G4H63	40551	FNMA NOTES	08/19/2020	10,000,000.00	10,000,000.00	9,508,466.20	0.550	0.542	0.550	08/19/2025	414

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Federal Agency Bonds - CALLABLE											
3136G4H63	40552	FNMA NOTES	08/19/2020	15,000,000.00	15,000,000.00	14,262,699.30	0.550	0.542	0.550	08/19/2025	414
3136G4X40	40575	FNMA NOTES	09/08/2020	12,639,266.55	12,640,000.00	12,015,374.81	0.600	0.596	0.605	08/26/2025	421
3136G43H4	40592	FNMA NOTES	09/16/2020	11,685,000.00	11,685,000.00	11,560,652.44	0.400	0.394	0.400	09/16/2024	77
3136G46K4	40685	FNMA NOTES	10/28/2020	35,000,000.00	35,000,000.00	33,346,786.20	0.500	0.493	0.500	07/28/2025	392
3136G46K4	40686	FNMA NOTES	10/28/2020	14,000,000.00	14,000,000.00	13,338,714.48	0.500	0.493	0.500	07/28/2025	392
3136G46K4	40687	FNMA NOTES	10/28/2020	26,000,000.00	26,000,000.00	24,771,898.32	0.500	0.493	0.500	07/28/2025	392
3136G45C3	40749	FNMA NOTES	11/17/2020	9,995,052.81	10,000,000.00	9,431,205.00	0.540	0.570	0.577	10/27/2025	483
3135GA2Z3	40780	FNMA NOTES	11/27/2020	24,994,804.47	25,000,000.00	23,510,086.25	0.560	0.567	0.575	11/17/2025	504
3135GAAJ0	40873	FNMA NOTES	12/28/2020	40,000,000.00	40,000,000.00	39,851,733.60	0.360	0.355	0.359	07/26/2024	25
3135GAAJ0	40874	FNMA NOTES	12/28/2020	20,000,000.00	20,000,000.00	19,925,866.80	0.360	0.355	0.359	07/26/2024	25
3136G4W41	41809	FNMA NOTES	02/03/2022	29,697,056.63	30,000,000.00	28,536,644.70	0.650	1.534	1.556	08/25/2025	420
3135G06L2	41964	FNMA NOTES	04/01/2022	19,191,507.60	20,000,000.00	18,212,611.00	0.875	2.594	2.630	12/18/2026	900
3135GAM81	43798	FNMA NOTES	01/19/2024	25,000,000.00	25,000,000.00	24,879,607.25	5.000	4.931	5.000	01/17/2029	1,661
		Subtotal and Average		**1,679,589,322.09**	**1,687,953,000.00**	**1,624,948,303.31**		**2.426**	**2.460**		**705**
US Treasury Notes											
91282CBH3	41010	U.S. TREASURY NOTES	03/23/2021	29,777,141.07	30,000,000.00	27,959,765.70	0.375	0.842	0.854	01/31/2026	579
91282CAJ0	41011	U.S. TREASURY NOTES	03/23/2021	29,830,721.14	30,000,000.00	28,383,984.30	0.250	0.732	0.743	08/31/2025	426
912828ZW3	41016	U.S. TREASURY NOTES	03/24/2021	24,896,255.11	25,000,000.00	23,829,101.50	0.250	0.663	0.672	06/30/2025	364
912828XB1	41023	U.S. TREASURY NOTES	03/26/2021	25,328,221.94	25,000,000.00	24,354,166.75	2.125	0.588	0.596	05/15/2025	318
91282CAB7	41024	U.S. TREASURY NOTES	03/26/2021	34,848,326.56	35,000,000.00	33,241,796.70	0.250	0.647	0.656	07/31/2025	395
912828ZW3	41062	U.S. TREASURY NOTES	04/13/2021	39,821,503.41	40,000,000.00	38,126,562.40	0.250	0.695	0.705	06/30/2025	364
91282CAJ0	41067	U.S. TREASURY NOTES	04/14/2021	29,832,761.72	30,000,000.00	28,383,984.30	0.250	0.726	0.736	08/31/2025	426
912828ZT0	41075	U.S. TREASURY NOTES	04/15/2021	29,887,798.61	30,000,000.00	28,689,550.80	0.250	0.656	0.665	05/31/2025	334
91282CBH3	41484	U.S. TREASURY NOTES	10/29/2021	24,730,193.68	25,000,000.00	23,299,804.75	0.375	1.058	1.073	01/31/2026	579
9128287B0	41496	U.S. TREASURY NOTES	11/03/2021	25,380,245.86	25,000,000.00	23,660,156.25	1.875	1.076	1.091	06/30/2026	729
91282CAJ0	41517	U.S. TREASURY NOTES	11/12/2021	29,736,363.59	30,000,000.00	28,383,984.30	0.250	1.006	1.020	08/31/2025	426
9128286X3	41550	U.S. TREASURY NOTES	11/23/2021	25,402,537.29	25,000,000.00	23,807,617.25	2.125	1.239	1.257	05/31/2026	699
912828P46	41602	U.S. TREASURY NOTES	11/26/2021	40,238,953.06	40,000,000.00	37,995,312.40	1.625	1.229	1.246	02/15/2026	594
9128286A3	41619	U.S. TREASURY NOTES	12/01/2021	30,720,867.13	30,000,000.00	28,975,781.40	2.625	1.055	1.070	01/31/2026	579
912828P46	41623	U.S. TREASURY NOTES	12/02/2021	25,208,087.92	25,000,000.00	23,747,070.25	1.625	1.084	1.099	02/15/2026	594
912828YD6	41656	U.S. TREASURY NOTES	12/13/2021	40,143,546.75	40,000,000.00	37,293,750.00	1.375	1.187	1.203	08/31/2026	791

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Fund COMM - COMMINGLED POOL
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CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
US Treasury Notes											
91282CAT8	41659	U.S. TREASURY NOTES	12/13/2021	39,535,280.77	40,000,000.00	37,592,187.60	0.250	1.127	1.143	10/31/2025	487
912828YG9	41816	U.S. TREASURY NOTES	02/07/2022	19,948,188.29	20,000,000.00	18,718,750.00	1.625	1.721	1.745	09/30/2026	821
912828Y95	42053	U.S. TREASURY NOTES	04/22/2022	44,068,866.11	45,000,000.00	42,495,117.30	1.875	2.899	2.939	07/31/2026	760
9128287B0	42104	U.S. TREASURY NOTES	05/02/2022	34,318,061.27	35,000,000.00	33,124,218.75	1.875	2.878	2.918	06/30/2026	729
		Subtotal and Average		**623,653,921.28**	**625,000,000.00**	**592,062,662.70**		**1.198**	**1.215**		**551**
Corporate Bonds											
037833DF4	40274	APPLE INC	01/23/2020	5,021,055.64	5,000,000.00	4,930,797.45	2.750	1.892	1.918	01/13/2025	196
037833DX5	40553	APPLE INC	08/20/2020	29,983,912.67	30,000,000.00	28,491,697.20	0.550	0.589	0.597	08/20/2025	415
037833EB2	40926	APPLE INC	02/08/2021	19,992,883.67	20,000,000.00	18,676,643.40	0.700	0.712	0.722	02/08/2026	587
037833CJ7	41990	APPLE INC	04/11/2022	11,771,439.18	11,694,000.00	11,274,615.74	3.350	3.031	3.073	02/09/2027	953
037833CJ7	41991	APPLE INC	04/12/2022	11,916,806.98	11,850,000.00	11,425,021.08	3.350	3.060	3.103	02/09/2027	953
037833ET3	43166	APPLE INC	05/10/2023	39,940,427.33	40,000,000.00	39,183,436.00	4.000	3.987	4.043	05/10/2028	1,409
00724PAE9	44016	Adobe Inc	04/04/2024	9,995,402.78	10,000,000.00	10,002,280.50	4.850	4.801	4.868	04/04/2027	1,007
023135CF1	42005	AMAZON	04/13/2022	39,954,130.67	40,000,000.00	38,363,990.80	3.300	3.299	3.345	04/13/2027	1,016
023135CP9	42735	AMAZON	12/01/2022	49,980,183.33	50,000,000.00	49,636,878.00	4.550	4.500	4.563	12/01/2027	1,248
06051GHW2	43599	BANK OF AMERICA CORP	11/22/2023	41,557,557.67	42,553,000.00	42,110,851.78	2.456	6.273	6.360	10/22/2025	478
06051GJD2	43651	BANK OF AMERICA CORP	12/07/2023	19,368,697.21	20,407,000.00	19,553,350.70	1.319	5.769	5.849	06/19/2026	718
06405LAC5	42712	BANK OF NEW YORK	11/22/2022	20,000,000.00	20,000,000.00	19,963,892.80	5.224	5.152	5.224	11/21/2025	508
06406RBQ9	43125	BANK OF NEW YORK	04/26/2023	15,000,000.00	15,000,000.00	14,906,769.00	4.947	4.879	4.947	04/26/2027	1,029
06405LAD3	43199	BANK OF NEW YORK	05/24/2023	15,000,000.00	15,000,000.00	14,974,976.10	5.148	5.077	5.148	05/22/2026	690
084664CZ2	41908	BERKSHIRE HATHWY	03/15/2022	39,995,887.56	40,000,000.00	37,500,248.40	2.300	2.272	2.304	03/15/2027	987
141781CA0	43110	CARGILL INC	04/24/2023	9,987,553.77	10,000,000.00	9,874,709.50	4.500	4.507	4.570	06/24/2026	723
141781CA0	43118	CARGILL INC	04/25/2023	27,861,680.62	27,850,000.00	27,501,065.96	4.500	4.417	4.478	06/24/2026	723
14913R2K2	43128	CATERPILLAR	04/26/2023	28,402,078.07	30,000,000.00	27,983,065.80	0.900	4.265	4.325	03/02/2026	609
14913UAA8	43176	CATERPILLAR	05/15/2023	44,986,800.83	45,000,000.00	44,392,364.10	4.350	4.307	4.366	05/15/2026	683
14913UAF7	43915	CATERPILLAR	02/27/2024	39,992,384.44	40,000,000.00	39,980,943.20	5.050	4.992	5.062	02/27/2026	606
194162AM5	42464	COLGATE-PALMOLIVE CO	08/09/2022	4,998,288.77	5,000,000.00	4,891,862.45	3.100	3.089	3.132	08/15/2025	410
126149AD5	43109	BESTFOODS	04/24/2023	16,621,527.66	15,683,000.00	16,537,783.10	7.250	4.511	4.574	12/15/2026	897
126149AD5	43126	BESTFOODS	04/26/2023	4,773,597.66	4,500,000.00	4,745,267.10	7.250	4.471	4.533	12/15/2026	897
166756AE6	40548	CHEVRON CORP.	08/12/2020	15,000,000.00	15,000,000.00	14,287,988.10	0.687	0.677	0.687	08/12/2025	407
24422EWR6	43134	JOHN DEERE CAPITAL CORP	04/27/2023	19,344,416.84	18,964,000.00	18,891,699.56	4.750	4.064	4.121	01/20/2028	1,298

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Corporate Bonds											
24422EWW5	43235	JOHN DEERE CAPITAL CORP	06/08/2023	9,997,387.19	10,000,000.00	9,958,845.20	4.950	4.911	4.980	06/06/2025	340
95709TAN0	43074	EVERGY KANSAS CENTRAL	04/14/2023	19,354,053.59	20,000,000.00	19,012,058.60	2.550	4.236	4.295	07/01/2026	730
95709TAN0	43082	EVERGY KANSAS CENTRAL	04/17/2023	9,688,790.29	10,000,000.00	9,506,029.30	2.550	4.171	4.229	07/01/2026	730
459200KS9	43111	IBM	04/24/2023	16,126,459.36	16,216,000.00	15,984,716.06	4.000	4.482	4.545	07/27/2025	391
458140CE8	43121	INTEL CORP	04/25/2023	13,823,345.47	13,672,000.00	13,626,810.62	4.875	4.466	4.528	02/10/2028	1,319
458140CE8	43129	INTEL CORP	04/26/2023	10,117,090.84	10,000,000.00	9,966,947.50	4.875	4.447	4.509	02/10/2028	1,319
46647PBF2	43585	JPMORGAN	11/22/2023	34,424,348.44	35,216,000.00	34,862,093.64	2.301	6.060	6.144	10/15/2025	471
571676AT2	43099	MARS INC	04/20/2023	19,989,200.11	20,000,000.00	19,734,697.80	4.550	4.503	4.566	04/20/2028	1,389
57629WDG2	41926	MASSMUTUAL GLOBAL FUNDING	03/21/2022	19,998,074.07	20,000,000.00	19,639,050.60	2.800	2.775	2.813	03/21/2025	263
57629WCQ1	42334	MASSMUTUAL GLOBAL FUNDING	06/28/2022	7,215,008.39	7,500,000.00	7,025,056.80	2.350	3.948	4.003	01/14/2027	927
58933YBH7	43183	MERCK & CO	05/17/2023	9,993,718.00	10,000,000.00	9,796,091.60	4.050	4.012	4.068	05/17/2028	1,416
59217GBY4	41873	MET LIFE GLOBAL FUNDING	03/01/2022	8,669,387.72	8,500,000.00	8,170,061.62	3.450	2.548	2.584	12/18/2026	900
59217GEW5	42101	MET LIFE GLOBAL FUNDING	05/02/2022	9,957,033.69	10,000,000.00	9,804,011.50	2.800	3.382	3.429	03/21/2025	263
59217GFB0	42345	MET LIFE GLOBAL FUNDING	06/30/2022	14,993,166.33	15,000,000.00	14,738,492.10	4.400	4.356	4.417	06/30/2027	1,094
59217GFR5	43745	MET LIFE GLOBAL FUNDING	01/08/2024	19,998,373.00	20,000,000.00	19,840,331.80	4.850	4.785	4.852	01/08/2029	1,652
592179KD6	42839	METLIFE SHORT TERM FUND	01/06/2023	15,000,000.00	15,000,000.00	14,950,401.60	5.000	4.931	5.000	01/06/2026	554
61761JVL0	43527	MORGAN STANLEY	10/20/2023	26,396,497.99	26,575,000.00	26,416,600.51	3.700	5.874	5.956	10/23/2024	114
61761JVL0	43534	MORGAN STANLEY	10/24/2023	9,933,267.97	10,000,000.00	9,940,395.30	3.700	5.859	5.940	10/23/2024	114
594918BY9	42081	MICROSOFT CORP	04/28/2022	5,191,597.88	5,168,000.00	4,985,914.56	3.300	3.057	3.099	02/06/2027	950
594918BR4	42668	MICROSOFT CORP	11/04/2022	23,966,393.09	25,000,000.00	23,786,712.50	2.400	4.498	4.560	08/08/2026	768
641062AR5	42791	NESTLE HOLDINGS INC	12/16/2022	23,712,911.63	25,000,000.00	23,383,022.50	0.625	4.170	4.228	01/15/2026	563
637432NP6	43112	NATIONAL RURAL UTIL COOP	04/24/2023	13,250,319.88	13,725,000.00	13,019,717.27	3.400	4.415	4.476	02/07/2028	1,316
63743HFK3	43558	NATIONAL RURAL UTIL COOP	11/02/2023	19,994,530.26	20,000,000.00	20,177,202.20	5.600	5.610	5.688	11/13/2026	865
63743HFR8	44179	NATIONAL RURAL UTIL COOP	05/10/2024	29,982,281.60	30,000,000.00	29,997,904.50	5.100	5.052	5.122	05/06/2027	1,039
637639AB1	41103	NATIONAL SECS CLEARING CORP	04/27/2021	5,018,717.69	5,000,000.00	4,847,305.15	1.500	1.013	1.027	04/23/2025	296
637639AH8	42736	NATIONAL SECS CLEARING CORP	12/01/2022	15,017,148.05	14,950,000.00	14,978,931.69	5.100	4.879	4.947	11/21/2027	1,238
637639AJ4	43213	NATIONAL SECS CLEARING CORP	05/30/2023	4,999,131.81	5,000,000.00	4,987,895.75	5.150	5.099	5.170	05/30/2025	333
66815L2F5	42707	NORTHWESTERN MUTUAL LIFE INSUR	11/21/2022	29,513,518.05	31,807,000.00	29,352,027.60	1.750	4.870	4.938	01/11/2027	924
64952WED1	41174	NEW YORK LIFE GLOBAL	06/09/2021	19,992,477.11	20,000,000.00	18,495,527.60	1.150	1.154	1.170	06/09/2026	708
64952WEJ8	41483	NEW YORK LIFE GLOBAL	10/29/2021	24,996,449.07	25,000,000.00	24,611,266.25	0.900	0.931	0.944	10/29/2024	120
64952WEK5	41757	NEW YORK LIFE GLOBAL	01/14/2022	34,993,245.00	35,000,000.00	34,209,705.95	1.450	1.466	1.486	01/14/2025	197
64952WED1	41825	NEW YORK LIFE GLOBAL	02/09/2022	9,289,735.58	9,445,000.00	8,734,512.91	1.150	2.012	2.040	06/09/2026	708

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CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Corporate Bonds											
740189AM7	41978	PRECISION CASTPARTS CORP	04/07/2022	10,515,603.01	10,494,000.00	10,289,588.11	3.250	2.962	3.004	06/15/2025	349
742651DP4	40337	PRIVATE EXPORT FUND CORPORATIO	02/18/2020	11,388,844.64	11,385,000.00	11,369,370.79	2.450	1.526	1.548	07/15/2024	14
742651DX7	40379	PRIVATE EXPORT FUND CORPORATIO	03/13/2020	11,643,686.12	11,610,000.00	11,441,746.37	1.750	0.938	0.951	11/15/2024	137
74274TAG5	41284	PRIVATE EXPORT FUND CORPORATIO	08/05/2021	20,001,300.28	20,000,000.00	19,917,929.20	0.550	0.462	0.468	07/30/2024	29
74274TAG5	41558	PRIVATE EXPORT FUND CORPORATIO	11/23/2021	9,997,384.90	10,000,000.00	9,958,964.60	0.550	0.867	0.879	07/30/2024	29
742718FV6	41801	PROCTER & GAMBLE	02/01/2022	54,959,648.33	55,000,000.00	51,211,816.15	1.900	1.903	1.929	02/01/2027	945
742718ER6	41999	PROCTER & GAMBLE	04/12/2022	10,724,693.59	10,845,000.00	10,270,082.58	2.450	2.919	2.960	11/03/2026	855
742718FY0	42883	PROCTER & GAMBLE	01/26/2023	9,996,494.91	10,000,000.00	9,873,874.60	4.100	4.067	4.123	01/26/2026	574
74153WCQ0	41639	PRICOA Global Funding 1_PRU	12/08/2021	19,997,038.03	20,000,000.00	19,606,612.80	1.150	1.168	1.185	12/06/2024	158
21688AAU6	42494	RABOBANK	08/22/2022	14,999,511.25	15,000,000.00	14,968,173.15	3.875	3.845	3.899	08/22/2024	52
89236TGT6	40326	TOYOTA MOTOR CREDIT CORP	02/13/2020	29,997,521.00	30,000,000.00	29,332,532.70	1.800	1.789	1.814	02/13/2025	227
90327QD89	42219	USAA CAPITAL CORP	05/26/2022	14,986,052.13	15,000,000.00	14,744,238.75	3.375	3.446	3.493	05/01/2025	304
90331HPL1	40268	U S BANK	01/21/2020	19,995,266.67	20,000,000.00	19,601,488.80	2.050	2.066	2.095	01/21/2025	204
92826CAD4	42288	VISA	06/15/2022	19,784,319.62	20,000,000.00	19,446,119.20	3.150	3.897	3.952	12/14/2025	531
92826CAD4	42792	VISA	12/16/2022	24,618,302.18	25,000,000.00	24,307,649.00	3.150	4.222	4.280	12/14/2025	531
931142EL3	39714	WALMART	07/29/2019	5,000,615.60	5,000,000.00	4,997,047.55	2.850	2.148	2.178	07/08/2024	7
931142DV2	40315	WALMART	02/07/2020	28,082,505.94	27,975,000.00	27,649,467.23	2.650	1.741	1.765	12/15/2024	167
931142ER0	41379	WALMART	09/17/2021	9,991,642.00	10,000,000.00	9,218,310.50	1.050	1.074	1.088	09/17/2026	808
931142EM1	41875	WALMART	03/01/2022	2,352,580.31	2,315,000.00	2,237,097.77	3.050	2.141	2.171	07/08/2026	737
931142EW9	42542	WALMART	09/09/2022	19,994,451.85	20,000,000.00	19,710,999.80	3.900	3.871	3.924	09/09/2025	435
931142EX7	42578	WALMART	09/27/2022	9,850,863.08	10,000,000.00	9,773,403.40	3.950	4.414	4.476	09/09/2027	1,165
931142FA6	43091	WALMART	04/18/2023	9,997,368.99	10,000,000.00	9,840,354.40	4.000	3.960	4.015	04/15/2026	653
30231GBH4	40403	EXXON MOBIL CORP	03/19/2020	15,000,000.00	15,000,000.00	14,752,060.95	2.992	2.951	2.992	03/19/2025	261
30231GAF9	40505	EXXON MOBIL CORP	05/26/2020	5,049,726.45	5,000,000.00	4,910,643.65	2.709	1.184	1.200	03/06/2025	248
		Subtotal and Average		**1,505,965,793.38**	**1,515,899,000.00**	**1,478,052,108.45**		**3.593**	**3.643**		**682**
ABS - Green Bonds											
43815JAC7	42950	HONDA AUTO RECEIVABLES OWNER T	02/24/2023	12,997,584.60	13,000,000.00	12,945,676.90	5.040	5.032	5.102	04/21/2027	1,024
89190GAC1	41182	TOYOTA AUTO REC OWNER TRUST	06/14/2021	4,882,840.55	4,883,366.49	4,834,073.79	0.260	0.261	0.265	11/17/2025	504
88167PAC2	43336	TESLA AUTO LEASE TRUST	07/27/2023	3,999,735.20	4,000,000.00	4,008,553.60	5.890	5.885	5.967	06/22/2026	721
		Subtotal and Average		**21,880,160.35**	**21,883,366.49**	**21,788,304.29**		**4.124**	**4.181**		**852**

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Asset Backed Securities (ABS)											
02008JAC0	42182	ALLY AUTO RECEIVABLES TRUST	05/18/2022	18,340,869.31	18,344,420.79	18,136,888.52	3.310	3.296	3.341	11/16/2026	868
02582JJR2	41529	AMERICAN EXPRESS CREDIT ACCT	11/17/2021	32,494,923.50	32,500,000.00	31,930,414.75	0.900	0.895	0.908	11/16/2026	868
02589BAA8	41919	AMERICAN EXPRESS CREDIT ACCT	03/18/2022	19,498,997.70	19,500,000.00	19,051,858.80	2.210	2.191	2.222	03/15/2027	987
02582JJT8	42202	AMERICAN EXPRESS CREDIT ACCT	05/24/2022	34,992,258.00	35,000,000.00	34,373,500.00	3.390	3.376	3.423	05/17/2027	1,050
02582JJZ4	43249	AMERICAN EXPRESS CREDIT ACCT	06/14/2023	18,748,336.88	18,750,000.00	18,666,635.63	4.870	4.856	4.923	05/15/2028	1,414
02582JKH2	44096	AMERICAN EXPRESS CREDIT ACCT	04/23/2024	44,990,775.00	45,000,000.00	45,426,667.50	5.230	5.222	5.295	04/16/2029	1,750
05593AAC3	42927	BMW VEHICLE LEASE TRUST	02/15/2023	4,624,095.36	4,624,205.42	4,615,579.89	5.160	5.146	5.217	11/25/2025	512
055979AB4	43504	BMW VEHICLE LEASE TRUST	10/11/2023	8,730,174.22	8,730,662.26	8,739,868.74	5.950	5.947	6.030	08/25/2025	420
05602RAD3	42183	BMW VEHICLE OWNER TRUST	05/18/2022	8,710,591.03	8,711,044.00	8,594,568.63	3.210	3.189	3.234	08/25/2026	785
096919AD7	44297	BMW VEHICLE OWNER TRUST	06/11/2024	16,997,417.70	17,000,000.00	17,017,414.80	5.180	5.171	5.243	02/26/2029	1,701
14317HAC5	42084	CARMAX AUTO OWNER TRUST	04/28/2022	12,259,437.90	12,261,302.84	12,086,994.93	3.490	3.473	3.522	02/16/2027	960
12664QAB0	43117	CNH EQUIPMENT TRUST	04/25/2023	10,538,303.51	10,539,047.57	10,525,109.68	5.340	5.330	5.404	09/15/2026	806
18978JAB4	44219	CNH EQUIPMENT TRUST	05/20/2024	8,999,275.50	9,000,000.00	9,002,034.00	5.420	5.413	5.489	10/15/2027	1,201
14041NFW6	41242	CAPITAL ONE MULTI EXECUTION TR	07/22/2021	23,499,048.25	23,500,000.00	23,447,284.80	0.550	0.544	0.552	07/15/2026	744
14041NFY2	41612	CAPITAL ONE MULTI EXECUTION TR	11/30/2021	35,995,039.20	36,000,000.00	35,384,238.00	1.040	1.032	1.047	11/16/2026	868
14041NFZ9	41952	CAPITAL ONE MULTI EXECUTION TR	03/30/2022	18,998,567.40	19,000,000.00	18,640,620.70	2.800	2.781	2.819	03/15/2027	987
14044CAC6	41476	CAPITAL ONE PRIME AUTO RECEIV	10/27/2021	6,310,970.67	6,311,089.95	6,161,298.12	0.770	0.761	0.772	09/15/2026	806
14043QAC6	42116	CAPITAL ONE PRIME AUTO RECEIV	05/04/2022	12,455,651.54	12,458,373.69	12,232,909.52	3.170	3.156	3.200	04/15/2027	1,018
14043KAH8	42944	CAPITAL ONE PRIME AUTO RECEIV	02/23/2023	10,747,936.00	10,750,000.00	10,676,279.73	4.870	4.860	4.928	02/15/2028	1,324
14044EAB4	43505	CAPITAL ONE PRIME AUTO RECEIV	10/11/2023	31,366,045.10	31,368,814.97	31,427,898.13	5.910	5.907	5.989	10/15/2026	836
14687TAC1	41209	CARVANA AUTO RECEIVABLES TRUST	06/24/2021	615,654.90	615,689.99	614,486.81	0.490	0.486	0.492	03/10/2026	617
254683CP8	41402	DISCOVER CARD EXECUTION NOTE	09/27/2021	19,995,718.00	20,000,000.00	19,787,918.00	0.580	0.581	0.589	09/15/2026	806
254683CW3	43089	DISCOVER CARD EXECUTION NOTE	04/18/2023	48,631,438.48	49,725,000.00	48,795,411.02	3.560	4.574	4.638	07/15/2027	1,109
254683CZ6	43276	DISCOVER CARD EXECUTION NOTE	06/28/2023	29,995,947.00	30,000,000.00	29,875,377.00	4.930	4.918	4.986	06/15/2028	1,445
23292GAC7	42119	DLLST LLC	05/04/2022	803,656.56	803,773.75	802,765.50	3.400	3.385	3.433	01/21/2025	204
233868AC2	43476	DAIMLET TRUCKS RETAIL TRUST	09/27/2023	26,999,586.90	27,000,000.00	27,139,841.10	5.900	5.892	5.973	03/15/2027	987
34529NAB6	43456	FORD CREDIT AUTO LEASE TRUST	09/19/2023	12,015,291.42	12,015,739.61	12,027,374.45	5.900	5.895	5.977	02/15/2026	594
34532NAC9	40958	FORD CREDIT AUTO OWNER TRUST	02/22/2021	547,435.39	547,481.54	546,123.79	0.300	0.299	0.304	08/15/2025	410
345286AC2	41776	FORD CREDIT AUTO OWNER TRUST	01/24/2022	5,416,028.79	5,416,672.29	5,313,448.39	1.290	1.281	1.299	06/15/2026	714
362548AD1	44146	GM FIN'CL AUTO LEASING TRUST	05/01/2024	22,333,718.44	22,453,000.00	22,368,969.65	5.050	5.573	5.650	07/20/2026	749
362585AC5	42009	GM FINANCIAL SECURITIZED	04/13/2022	8,621,712.37	8,623,514.68	8,487,271.77	3.100	3.086	3.129	02/16/2027	960
39154TCH9	43811	Great America Leasing	01/31/2024	13,498,829.55	13,500,000.00	13,469,004.00	5.320	5.312	5.386	08/17/2026	777

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Fund COMM - COMMINGLED POOL
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CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Asset Backed Securities (ABS)											
44934LAD4	42184	HYUNDAI AUTO LEASE SEC TRUST	05/18/2022	5,663,509.46	5,663,964.84	5,656,094.76	3.350	3.332	3.378	06/16/2025	350
43815EAC8	41321	HONDA AUTO RECEIVABLES OWNER T	08/25/2021	4,457,547.90	4,457,612.98	4,391,364.83	0.410	0.405	0.411	11/18/2025	505
43815GAC3	41554	HONDA AUTO RECEIVABLES OWNER T	11/24/2021	5,592,876.06	5,594,055.29	5,480,233.61	0.880	0.879	0.891	01/21/2026	569
43815BAC4	41855	HONDA AUTO RECEIVABLES OWNER T	02/23/2022	14,239,295.65	14,241,437.56	13,971,867.09	1.880	1.868	1.894	05/15/2026	683
437927AC0	43212	HONDA AUTO RECEIVABLES OWNER T	05/30/2023	17,997,084.00	18,000,000.00	17,897,963.40	4.930	4.920	4.988	11/15/2027	1,232
438123AB7	43617	HONDA AUTO RECEIVABLES OWNER T	11/08/2023	28,599,513.41	28,601,724.32	28,648,565.36	5.870	5.867	5.949	06/22/2026	721
437918AC9	43894	HONDA AUTO RECEIVABLES OWNER T	02/21/2024	25,998,869.00	26,000,000.00	26,012,927.20	5.210	5.196	5.268	08/15/2028	1,506
44933LAC7	41111	HYUNDAI AUTO RECEIVABLES TRUST	04/28/2021	305,599.64	305,631.79	304,900.75	0.380	0.379	0.385	09/15/2025	441
448979AD6	43065	HYUNDAI AUTO RECEIVABLES TRUST	04/12/2023	9,999,024.00	10,000,000.00	9,912,123.00	4.580	4.565	4.629	04/15/2027	1,018
44918CAD4	43562	HYUNDAI AUTO RECEIVABLES TRUST	11/13/2023	7,998,948.00	8,000,000.00	8,048,133.60	5.540	5.533	5.610	10/16/2028	1,568
41284YAD8	42040	HARLEY-DAVIDSON MOTORCYCLE	04/20/2022	13,840,157.96	13,842,462.73	13,657,650.63	3.060	3.044	3.086	02/15/2027	959
41285JAD0	42945	HARLEY-DAVIDSON MOTORCYCLE	02/23/2023	12,998,690.90	13,000,000.00	12,940,954.00	5.050	5.038	5.107	12/15/2027	1,262
41285YAB1	43477	HARLEY-DAVIDSON MOTORCYCLE	09/27/2023	12,412,912.44	12,414,084.33	12,429,379.72	5.920	5.917	5.999	12/15/2026	897
412922AC0	44212	HARLEY-DAVIDSON MOTORCYCLE	05/22/2024	20,998,910.10	21,000,000.00	21,089,730.90	5.540	5.358	5.433	03/15/2029	1,718
47788UAC6	40991	JOHN DEERE OWNER TRUST	03/10/2021	694,649.17	694,782.71	690,412.18	0.360	0.363	0.369	09/15/2025	441
47789QAC4	41240	JOHN DEERE OWNER TRUST	07/21/2021	2,352,228.55	2,352,438.39	2,307,136.78	0.520	0.517	0.524	03/16/2026	623
47787JAC2	41910	JOHN DEERE OWNER TRUST	03/16/2022	5,551,478.38	5,552,706.64	5,443,477.68	2.320	2.309	2.341	09/16/2026	807
477920AC6	43277	JOHN DEERE OWNER TRUST	06/28/2023	13,997,664.80	14,000,000.00	13,969,040.40	5.180	5.171	5.243	03/15/2028	1,353
47800RAD5	43954	JOHN DEERE OWNER TRUST	03/19/2024	8,199,540.80	8,200,000.00	8,167,972.44	4.960	4.945	5.014	11/15/2028	1,598
47786WAB6	44334	JOHN DEERE OWNER TRUST	06/18/2024	31,998,144.00	32,000,000.00	32,025,868.80	5.420	5.410	5.485	05/17/2027	1,050
58768RAC4	43201	MERCEDES-BENZ AUTO LEASE TRUST	05/24/2023	31,998,886.40	32,000,000.00	31,767,491.20	4.740	4.723	4.789	01/15/2027	928
58770JAD6	44231	MERCEDES-BENZ AUTO LEASE TRUST	05/23/2024	11,998,596.00	12,000,000.00	12,034,708.80	5.660	5.311	5.385	01/18/2028	1,296
58772WAC7	41389	MERCEDES -BENZ AUTO REC TRUST	09/22/2021	6,256,803.52	6,257,622.02	6,142,057.51	0.460	0.459	0.466	06/15/2026	714
58770AAC7	42879	MERCEDES -BENZ AUTO REC TRUST	01/25/2023	13,248,410.00	13,250,000.00	13,115,383.98	4.510	4.495	4.558	11/15/2027	1,232
58769FAB1	43542	MERCEDES -BENZ AUTO REC TRUST	10/25/2023	16,120,916.67	16,121,638.92	16,144,800.88	5.920	5.915	5.998	11/16/2026	868
65480BAC1	41206	NISSAN AUTO RECEIVABLES OWNER	06/23/2021	7,635,084.44	7,635,213.48	7,550,101.46	0.330	0.326	0.331	10/15/2025	471
65479QAC1	41856	NISSAN AUTO RECEIVABLES OWNER	02/23/2022	10,804,767.57	10,806,886.80	10,577,446.87	1.860	1.850	1.876	08/17/2026	777
65480WAD3	43130	NISSAN AUTO RECEIVABLES OWNER	04/26/2023	30,994,522.30	31,000,000.00	30,823,169.80	4.910	4.900	4.968	11/15/2027	1,232
89238JAC9	41521	TOYOTA AUTO REC OWNER TRUST	11/15/2021	4,787,437.77	4,787,539.74	4,691,738.68	0.710	0.702	0.712	04/15/2026	653
89239KAC5	41797	TOYOTA AUTO REC OWNER TRUST	01/31/2022	6,552,642.83	6,553,756.97	6,424,522.78	1.230	1.224	1.241	06/15/2026	714
891940AC2	42890	TOYOTA AUTO REC OWNER TRUST	01/30/2023	20,999,989.50	21,000,000.00	20,817,375.60	4.630	4.610	4.674	09/15/2027	1,171
89239MAC1	43090	TOYOTA LEASE OWNER TRUST	04/18/2023	21,996,163.20	22,000,000.00	21,906,568.20	4.930	4.924	4.993	04/20/2026	658

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Fund COMM - COMMINGLED POOL
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CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Asset Backed Securities (ABS)											
92867WAB4	43248	VOLKSWAGEN AUTO LOAN ENHANCED	06/13/2023	10,584,864.90	10,585,379.35	10,579,169.97	5.500	5.489	5.566	12/21/2026	903
92867UAB8	43457	VOLKSWAGEN AUTO LEASE TRUST	09/19/2023	25,544,844.73	25,547,128.64	25,565,011.63	5.870	5.868	5.950	01/20/2026	568
92348KBL6	43120	VERIZON MASTER TRUST	04/25/2023	39,999,372.00	40,000,000.00	39,806,012.00	4.890	4.873	4.940	04/20/2028	1,389
92348KCL5	43771	VERIZON MASTER TRUST	01/18/2024	17,499,478.50	17,500,000.00	17,426,160.50	5.000	4.984	5.053	12/20/2028	1,633
98164EAC9	40937	WORLD OMNI AUTO REC'VBLE TRUST	02/10/2021	1,447,611.31	1,447,709.90	1,436,634.48	0.300	0.298	0.303	01/15/2026	563
981946AC0	44066	WORLD OMNI AUTOMOBILE LEASE	04/17/2024	6,000,000.00	6,000,000.00	6,002,844.60	5.829	5.812	5.893	02/16/2027	960
		Subtotal and Average		**1,097,140,767.43**	**1,098,463,610.75**	**1,091,223,052.42**		**4.157**	**4.215**		**1,051**
Municipal Bonds											
13077DQD7	41265	CALIF STATE UNIV	07/29/2021	5,000,000.00	5,000,000.00	4,721,700.00	0.862	0.850	0.862	11/01/2025	488
79739GPD2	41668	SAN DIEGO CNTY ARPT AUTH	12/08/2021	2,495,000.00	2,495,000.00	2,394,451.50	1.341	1.322	1.340	07/01/2025	365
91412HGE7	40532	UNIVERSITY CALIFORNIA REVS	07/16/2020	5,000,000.00	5,000,000.00	4,816,500.00	0.883	0.870	0.883	05/15/2025	318
		Subtotal and Average		**12,495,000.00**	**12,495,000.00**	**11,932,651.50**		**0.953**	**0.966**		**395**
Commercial Paper, Discount											
16536HG13	44395	CHESHAM FINANCE	06/28/2024	75,000,000.00	75,000,000.00	74,966,625.00	5.330	5.332	5.406	07/01/2024	0
19121AHS3	43963	COCA-COLA CO	03/14/2024	49,606,666.86	50,000,000.00	49,568,050.00	5.200	5.200	5.272	08/26/2024	56
5148X0G17	44394	LANDES BANK-BADEN	06/28/2024	125,000,000.00	125,000,000.00	124,944,375.00	5.310	5.312	5.386	07/01/2024	0
89233GGX8	43750	TOYOTA MOTOR CREDIT CORP	01/08/2024	49,782,131.76	50,000,000.00	49,756,100.00	5.210	5.369	5.443	07/31/2024	30
89233GH58	43783	TOYOTA MOTOR CREDIT CORP	01/16/2024	24,875,236.16	25,000,000.00	24,859,525.00	5.120	5.271	5.344	08/05/2024	35
		Subtotal and Average		**324,264,034.78**	**325,000,000.00**	**324,094,675.00**		**5.305**	**5.379**		**15**
Federal Agency Discount Notes											
313384ZT9	44118	FHLB NOTES	04/22/2024	49,839,093.80	50,000,000.00	49,817,882.00	5.245	5.404	5.479	07/23/2024	22
313384F79	44124	FHLB NOTES	04/23/2024	74,205,574.62	75,000,000.00	74,165,833.50	5.170	5.366	5.440	09/13/2024	74
313384ZF9	44168	FHLB NOTES	05/03/2024	74,890,041.73	75,000,000.00	74,857,947.75	5.270	5.412	5.487	07/11/2024	10
313384YV5	44396	FHLB NOTES	06/28/2024	150,000,000.00	150,000,000.00	149,934,438.00	5.200	5.288	5.362	07/01/2024	0
313384YV5	44397	FHLB NOTES	06/28/2024	150,000,000.00	150,000,000.00	149,934,438.00	5.200	5.288	5.362	07/01/2024	0
		Subtotal and Average		**498,934,710.15**	**500,000,000.00**	**498,710,539.25**		**5.331**	**5.405**		**14**
Treasury Bills											
912797KR7	44038	U S TREASURY BILL	04/08/2024	149,388,345.51	150,000,000.00	149,365,624.50	5.195	5.195	5.267	07/30/2024	29

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CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Treasury Bills											
912797GB7	44089	U S TREASURY BILL	04/15/2024	69,897,589.64	70,000,000.00	69,898,208.10	5.245	5.400	5.475	07/11/2024	10
		Subtotal and Average		**219,285,935.15**	**220,000,000.00**	**219,263,832.60**		**5.261**	**5.334**		**22**
Local Agency Investment Fund											
SYS8506	8506	LOCAL AGENCY INVEST FUND	07/01/2023	45,674,133.37	45,674,133.37	45,674,133.37	4.480	4.418	4.480		1
		Subtotal and Average		**45,674,133.37**	**45,674,133.37**	**45,674,133.37**		**4.419**	**4.480**		**1**
Money Market											
SYS40461	40461	DREYFUS GOVERNMENT CASH MGMT	04/15/2020	0.00	0.00	0.00	5.180	5.109	5.180		1
SYS37590	37590	JP MORGAN US GOVT MMF	02/27/2017	0.00	0.00	0.00	5.160	5.089	5.160		1
SYS34292	34292	MORGAN STANLEY TRSY INSTL 8304	05/21/2013	1.04	1.04	1.04	5.140	5.069	5.140		1
SYS42588	42588	STATE STREET US	09/30/2022	230,828,479.81	230,828,479.81	230,828,479.81	5.200	5.128	5.200		1
SYS23519	23519	BLACKROCK TREASURY LIQ FUND	02/01/2008	574,580,108.36	574,580,108.36	574,580,108.36	5.190	5.118	5.190		1
		Subtotal and Average		**805,408,589.21**	**805,408,589.21**	**805,408,589.21**		**5.122**	**5.193**		**1**
Other - Floaters - Daily Reset											
22532XWQ7	43789	CREDIT AGRICOLE	01/17/2024	65,000,000.00	65,000,000.00	65,000,000.00	5.630	5.623	5.702	01/17/2025	200
02665WEX5	43763	American Honda Finance	01/10/2024	45,000,000.00	45,000,000.00	45,177,030.00	6.040	6.036	6.120	01/09/2026	557
46632FTV7	43828	JPMORGAN	01/29/2024	45,000,000.00	45,000,000.00	45,142,454.25	5.950	5.944	6.027	01/29/2026	577
46656GAC8	44060	JP MORGAN SECURITIES	04/11/2024	65,000,000.00	65,000,000.00	65,010,989.55	5.660	5.656	5.735	01/06/2025	189
48207KBA2	43848	Jupiter Securitization Company	01/31/2024	50,000,000.00	50,000,000.00	50,000,000.00	5.650	5.642	5.721	11/01/2024	123
57629TBS5	44017	MASSMUTUAL GLOBAL FUNDING	04/09/2024	30,000,000.00	30,000,000.00	30,061,838.40	6.070	6.068	6.152	04/09/2027	1,012
21684LH96	43661	RABOBANK	12/08/2023	75,000,000.00	75,000,000.00	75,000,000.00	5.700	5.686	5.765	10/08/2024	99
		Subtotal and Average		**375,000,000.00**	**375,000,000.00**	**375,392,312.20**		**5.768**	**5.848**		**320**
Agency - Floaters - Daily Reset											
31424WCU4	43656	FARMER MAC	12/07/2023	45,000,000.00	45,000,000.00	45,088,142.40	5.630	5.622	5.700	12/07/2026	889
3133ENKX7	41761	FFCB NOTES	01/18/2022	27,000,000.00	27,000,000.00	27,011,756.88	5.450	4.183	4.241	01/17/2025	200
3133EPN76	43675	FFCB NOTES	12/18/2023	45,000,000.00	45,000,000.00	45,165,883.05	5.600	5.598	5.675	12/18/2026	900
3133EPZ73	43827	FFCB NOTES	01/29/2024	50,000,000.00	50,000,000.00	50,018,991.50	5.610	5.608	5.686	01/29/2027	942
3133ERAN1	44033	FFCB NOTES	04/09/2024	75,000,000.00	75,000,000.00	74,999,388.75	5.560	5.558	5.636	04/09/2027	1,012
3133EP4H5	44049	FFCB NOTES	04/10/2024	80,025,516.35	80,000,000.00	80,046,600.00	5.465	5.380	5.454	03/04/2026	611

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Fund COMM - COMMINGLED POOL
Investments by Fund
June 30, 2024

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Agency - Floaters - Daily Reset											
3133ERCH2	44102	FFCB NOTES	04/23/2024	50,000,000.00	50,000,000.00	50,066,544.50	5.540	5.540	5.616	04/23/2027	1,026
3133ERFV8	44309	FFCB NOTES	05/28/2024	40,000,000.00	40,000,000.00	39,999,183.60	5.550	5.549	5.626	05/28/2027	1,061
3130AQLS0	41746	FHLB NOTES	01/11/2022	30,000,000.00	30,000,000.00	30,008,600.70	5.430	4.132	4.189	01/07/2025	190
3130AY4X1	43676	FHLB NOTES	12/14/2023	125,000,000.00	125,000,000.00	125,036,447.50	5.430	5.425	5.501	05/13/2025	316
3130B1TW7	44378	FHLB NOTES	06/27/2024	50,000,000.00	50,000,000.00	50,007,776.50	5.610	5.609	5.687	06/27/2028	1,457
3130AXYN2	43655	FHLB VARIABLE	12/05/2023	45,000,000.00	45,000,000.00	45,016,130.25	5.530	5.526	5.603	12/05/2025	522
		Subtotal and Average		**662,025,516.35**	**662,000,000.00**	**662,465,445.63**		**5.402**	**5.477**		**744**
Supranationals - Green Bond											
459058JE4	41545	INTL BANK RECON & DEVELOP	11/22/2021	24,826,929.86	25,000,000.00	23,774,312.25	0.375	1.018	1.032	07/28/2025	392
		Subtotal and Average		**24,826,929.86**	**25,000,000.00**	**23,774,312.25**		**1.019**	**1.033**		**392**
Supranationals											
4581X0DR6	40721	IADB	11/04/2020	45,000,000.00	45,000,000.00	45,053,315.55	5.598	3.187	3.232	02/04/2025	218
459058JL8	40688	INTL BANK RECON & DEVELOP	10/28/2020	2,499,251.38	2,500,000.00	2,356,300.28	0.500	0.515	0.522	10/28/2025	484
459058JL8	40689	INTL BANK RECON & DEVELOP	10/28/2020	14,995,508.25	15,000,000.00	14,137,801.65	0.500	0.515	0.522	10/28/2025	484
459058JS3	41153	INTL BANK RECON & DEVELOP	05/28/2021	9,971,015.78	10,000,000.00	9,328,319.50	0.650	0.822	0.834	02/10/2026	589
		Subtotal and Average		**72,465,775.41**	**72,500,000.00**	**70,875,736.98**		**2.217**	**2.248**		**333**
		Total Investments and Average		**11,523,862,103.42**	**11,553,150,502.83**	**11,330,313,376.60**		**3.845**	**3.899**		**548**

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Fund WK - WORKERS COMP
Investments by Fund
June 30, 2024

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Mortgage Backed Securities (MBS)											
3137F2LJ3	42115	FHLMC MULTI-FAMILY	05/03/2022	998,203.13	1,000,000.00	951,502.20	3.117	3.088	3.131	06/25/2027	1,089
3137BRQK4	42233	FHLMC MULTI-FAMILY	05/31/2022	1,965,625.00	2,000,000.00	1,901,916.00	2.624	2.994	3.036	08/25/2026	785
		Subtotal and Average		**2,963,828.13**	**3,000,000.00**	**2,853,418.20**		**3.026**	**3.068**		**887**
Federal Agency Bonds											
3133ENRZ5	41918	FFCB NOTES	03/17/2022	1,997,885.63	2,000,000.00	1,954,499.88	1.950	2.075	2.104	03/17/2025	259
3135G03U5	40497	FNMA NOTES	05/07/2020	1,500,374.14	1,500,000.00	1,446,387.32	0.625	0.585	0.593	04/22/2025	295
		Subtotal and Average		**3,498,259.77**	**3,500,000.00**	**3,400,887.20**		**1.436**	**1.456**		**274**
Federal Agency Bonds - CALLABLE											
3130AJLA5	40503	FHLB NOTES	05/19/2020	3,000,000.00	3,000,000.00	2,883,994.65	0.750	0.739	0.750	05/19/2025	322
3130AJLA5	40504	FHLB NOTES	05/19/2020	2,000,000.00	2,000,000.00	1,922,663.10	0.750	0.739	0.750	05/19/2025	322
3130AKYH3	41962	FHLB NOTES	03/31/2022	1,911,221.82	2,000,000.00	1,813,038.04	0.830	2.618	2.655	02/10/2027	954
		Subtotal and Average		**6,911,221.82**	**7,000,000.00**	**6,619,695.79**		**1.259**	**1.277**		**496**
US Treasury Notes											
91282CAM3	41726	U.S. TREASURY NOTES	12/30/2021	2,967,664.46	3,000,000.00	2,828,789.07	0.250	1.118	1.134	09/30/2025	456
91282CDH1	42826	U.S. TREASURY NOTES	12/28/2022	986,870.00	1,000,000.00	983,046.88	0.750	4.381	4.441	11/15/2024	137
		Subtotal and Average		**3,954,534.46**	**4,000,000.00**	**3,811,835.95**		**1.933**	**1.960**		**376**
Money Market											
SYS34789	34789	BLACKROCK TREASURY LIQ FUND	12/26/2013	11,753,909.44	11,753,909.44	11,753,909.44	5.190	5.118	5.190		1
		Subtotal and Average		**11,753,909.44**	**11,753,909.44**	**11,753,909.44**		**5.119**	**5.190**		**1**
Supranationals											
459058JL8	40695	INTL BANK RECON & DEVELOP	10/28/2020	2,499,251.38	2,500,000.00	2,356,300.28	0.500	0.515	0.522	10/28/2025	484
		Subtotal and Average		**2,499,251.38**	**2,500,000.00**	**2,356,300.28**		**0.516**	**0.523**		**484**
		Total Investments and Average		**31,581,005.00**	**31,753,909.44**	**30,796,046.86**		**2.907**	**2.947**		**308**

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Fund PCF - PARK CHARTER FUND
Investments by Fund
June 30, 2024

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Federal Agency Bonds											
3133ENRZ5	41917	FFCB NOTES	03/17/2022	998,942.81	1,000,000.00	977,249.94	1.950	2.075	2.104	03/17/2025	259
		Subtotal and Average		**998,942.81**	**1,000,000.00**	**977,249.94**		**2.075**	**2.104**		**259**
Federal Agency Bonds - CALLABLE											
3130AKYH3	41961	FHLB NOTES	03/31/2022	477,805.45	500,000.00	453,259.51	0.830	2.618	2.655	02/10/2027	954
		Subtotal and Average		**477,805.45**	**500,000.00**	**453,259.51**		**2.619**	**2.655**		**954**
US Treasury Notes											
91282CAM3	41727	U.S. TREASURY NOTES	12/30/2021	989,221.49	1,000,000.00	942,929.69	0.250	1.118	1.134	09/30/2025	456
91282CDH1	42825	U.S. TREASURY NOTES	12/28/2022	246,717.50	250,000.00	245,761.72	0.750	4.381	4.441	11/15/2024	137
		Subtotal and Average		**1,235,938.99**	**1,250,000.00**	**1,188,691.41**		**1.770**	**1.795**		**392**
Money Market											
SYS33657	33657	BLACKROCK TREASURY LIQ FUND	09/30/2012	1,934,571.00	1,934,571.00	1,934,571.00	5.190	5.118	5.190		1
		Subtotal and Average		**1,934,571.00**	**1,934,571.00**	**1,934,571.00**		**5.119**	**5.190**		**1**
		Total Investments and Average		**4,647,258.25**	**4,684,571.00**	**4,553,771.86**		**3.317**	**3.363**		**258**

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Fund SJE - SAN JOSE- EVERGREEN
Investments by Fund
June 30, 2024

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Municipal Bonds											
93974DM70	40027	WASHINGTON ST	11/08/2019	551,702.61	550,000.00	550,665.50	5.000	1.154	1.170	08/01/2024	31
		Subtotal and Average		**551,702.61**	**550,000.00**	**550,665.50**		**1.154**	**1.170**		**31**
Money Market - Tax Exempt											
SYS33615	33615	Dreyfus Tax Exempt Inst	09/25/2012	531.93	531.93	531.93	4.057	4.001	4.057		1
60934N666	42335	FEDERATED TAX EXEMPT	06/29/2022	22,060,711.40	22,060,711.40	22,060,711.40	3.990	3.935	3.990		1
		Subtotal and Average		**22,061,243.33**	**22,061,243.33**	**22,061,243.33**		**3.935**	**3.990**		**1**
		Total Investments and Average		**22,612,945.94**	**22,611,243.33**	**22,611,908.83**		**3.867**	**3.921**		**1**

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SANTA CLARA COUNTY INVESTMENTS
Transaction Activity Report
April 1, 2024 - June 30, 2024
Sorted by Fund - Transaction Date
COMMINGLED POOL Fund

Investment #	Fund	CUSIP	TransactionType	TransactionDate	MaturityDate	Dealer	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
44009	COMM	16536HD24	Purchase	04/01/2024	04/02/2024	BANK OF AMERICA	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
44011	COMM	313384VB2	Purchase	04/01/2024	04/02/2024	BANK OF AMERICA	FHLB NOTES	249,963,402.80			**-249,963,402.80**
44008	COMM	5148X0D28	Purchase	04/01/2024	04/02/2024	BANK OF AMERICA	LANDES	124,981,562.50			**-124,981,562.50**
44010	COMM	63873JD23	Purchase	04/01/2024	04/02/2024	BANK OF AMERICA	NATIXIS NY	49,992,638.89			**-49,992,638.89**
43048	COMM	06051GFF1	Redemption	04/01/2024	04/01/2024	BARCLAYS CAPITAL	BANK OF AMERICA		24,550,000.00		**24,550,000.00**
44005	COMM	5148X0D10	Redemption	04/01/2024	04/01/2024	BANK OF AMERICA	LANDES		30,000,000.00		**30,000,000.00**
44006	COMM	16536HD16	Redemption	04/01/2024	04/01/2024	BANK OF AMERICA	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
44007	COMM	313384VA4	Redemption	04/01/2024	04/01/2024	BARCLAYS CAPITAL	FHLB NOTES		150,000,000.00		**150,000,000.00**
40585	COMM	3133ELVQ4	Interest	04/01/2024	04/01/2025	KEYBANC CAPITAL	FFCB NOTES			71,250.00	**71,250.00**
40625	COMM	3134GWUD6	Interest	04/01/2024	12/30/2024	INCAPITAL LLC	FHLMC NOTES			30,000.00	**30,000.00**
40626	COMM	3134GWWR3	Interest	04/01/2024	09/30/2025	INCAPITAL LLC	FHLMC NOTES			63,700.00	**63,700.00**
41031	COMM	3130ALMM3	Interest	04/01/2024	03/30/2026	INCAPITAL LLC	FHLB NOTES			46,000.00	**46,000.00**
41816	COMM	912828YG9	Interest	04/01/2024	09/30/2026	BMO CAPITAL	U.S. TREASURY			162,500.00	**162,500.00**
42587	COMM	3134GX3A0	Interest	04/01/2024	09/30/2025	KEYBANC CAPITAL	FHLMC NOTES			356,250.00	**356,250.00**
43048	COMM	06051GFF1	Interest	04/01/2024	04/01/2024	BARCLAYS CAPITAL	BANK OF AMERICA			491,000.00	**491,000.00**
43848	COMM	48207KBA2	Interest	04/01/2024	11/01/2024	JPMorganChase	Jupiler Securitizati			242,472.20	**242,472.20**
44013	COMM	16536HD32	Purchase	04/02/2024	04/03/2024	BANK OF AMERICA	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
44015	COMM	313384VC0	Purchase	04/02/2024	04/03/2024	BARCLAYS CAPITAL	FHLB NOTES	249,963,402.80			**-249,963,402.80**
44012	COMM	5148X0D36	Purchase	04/02/2024	04/03/2024	BANK OF AMERICA	LANDES	124,981,562.50			**-124,981,562.50**
44014	COMM	63873JD31	Purchase	04/02/2024	04/03/2024	BANK OF AMERICA	NATIXIS NY	49,992,638.89			**-49,992,638.89**
44004	COMM	313384VB2	Redemption	04/02/2024	04/02/2024	BARCLAYS CAPITAL	FHLB NOTES		200,000,000.00		**200,000,000.00**
44008	COMM	5148X0D28	Redemption	04/02/2024	04/02/2024	BANK OF AMERICA	LANDES		125,000,000.00		**125,000,000.00**
44009	COMM	16536HD24	Redemption	04/02/2024	04/02/2024	BANK OF AMERICA	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
44010	COMM	63873JD23	Redemption	04/02/2024	04/02/2024	BANK OF AMERICA	NATIXIS NY		50,000,000.00		**50,000,000.00**
44011	COMM	313384VB2	Redemption	04/02/2024	04/02/2024	BANK OF AMERICA	FHLB NOTES		250,000,000.00		**250,000,000.00**
37590	COMM	SYS37590	Interest	04/02/2024		JPMorganChase	JP MORGAN US			1.63	**1.63**
37590	COMM	SYS37590	Purchase	04/02/2024		JPMorganChase	JP MORGAN US	1.63			**-1.63**
40461	COMM	SYS40461	Interest	04/02/2024			DREYFUS			3,995.64	**3,995.64**
40461	COMM	SYS40461	Purchase	04/02/2024			DREYFUS	3,995.64			**-3,995.64**
42588	COMM	SYS42588	Interest	04/02/2024			STATE STREET US			1,136,320.19	**1,136,320.19**
42588	COMM	SYS42588	Purchase	04/02/2024			STATE STREET US	1,136,320.19			**-1,136,320.19**
44019	COMM	16536HD40	Purchase	04/03/2024	04/04/2024	BANK OF AMERICA	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
44021	COMM	313384VD8	Purchase	04/03/2024	04/04/2024	BARCLAYS CAPITAL	FHLB NOTES	249,963,541.65			**-249,963,541.65**
44018	COMM	5148X0D44	Purchase	04/03/2024	04/04/2024	BANK OF AMERICA	LANDES	124,981,562.50			**-124,981,562.50**
44020	COMM	63873JD49	Purchase	04/03/2024	04/04/2024	BANK OF AMERICA	NATIXIS NY	49,992,638.89			**-49,992,638.89**

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SANTA CLARA COUNTY INVESTMENTS
Transaction Activity Report
Sorted by Fund - Transaction Date

Investment #	Fund	CUSIP	TransactionType	TransactionDate	MaturityDate	Dealer	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
44012	COMM	5148X0D36	Redemption	04/03/2024	04/03/2024	BANK OF AMERICA	LANDES		125,000,000.00		**125,000,000.00**
44013	COMM	16536HD32	Redemption	04/03/2024	04/03/2024	BANK OF AMERICA	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
44014	COMM	63873JD31	Redemption	04/03/2024	04/03/2024	BANK OF AMERICA	NATIXIS NY		50,000,000.00		**50,000,000.00**
44015	COMM	313384VC0	Redemption	04/03/2024	04/03/2024	BARCLAYS CAPITAL	FHLB NOTES		250,000,000.00		**250,000,000.00**
44016	COMM	00724PAE9	Purchase	04/04/2024	04/04/2027	BANK OF AMERICA	Adobe Inc	9,995,000.00			**-9,995,000.00**
44024	COMM	16536HD57	Purchase	04/04/2024	04/05/2024	BANK OF AMERICA	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
44022	COMM	3130B0RD3	Purchase	04/04/2024	04/02/2029	LOOP CAPITAL	FHLB NOTES	35,000,000.00			**-35,000,000.00**
44026	COMM	313384VE6	Purchase	04/04/2024	04/05/2024	BARCLAYS CAPITAL	FHLB NOTES	249,963,680.55			**-249,963,680.55**
44027	COMM	3130B0RD3	Purchase	04/04/2024	04/02/2029	LOOP CAPITAL	FHLB NOTES	10,000,000.00			**-10,000,000.00**
44023	COMM	5148X0D51	Purchase	04/04/2024	04/05/2024	BANK OF AMERICA	LANDES	124,981,562.50			**-124,981,562.50**
44025	COMM	63873JD56	Purchase	04/04/2024	04/05/2024	BANK OF AMERICA	NATIXIS NY	49,992,638.89			**-49,992,638.89**
44018	COMM	5148X0D44	Redemption	04/04/2024	04/04/2024	BANK OF AMERICA	LANDES		125,000,000.00		**125,000,000.00**
44019	COMM	16536HD40	Redemption	04/04/2024	04/04/2024	BANK OF AMERICA	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
44020	COMM	63873JD49	Redemption	04/04/2024	04/04/2024	BANK OF AMERICA	NATIXIS NY		50,000,000.00		**50,000,000.00**
44021	COMM	313384VD8	Redemption	04/04/2024	04/04/2024	BARCLAYS CAPITAL	FHLB NOTES		250,000,000.00		**250,000,000.00**
44029	COMM	16536HD81	Purchase	04/05/2024	04/08/2024	BANK OF AMERICA	CHESHAM FINANCE	74,966,687.50			**-74,966,687.50**
44031	COMM	313384VH9	Purchase	04/05/2024	04/08/2024	BARCLAYS CAPITAL	FHLB NOTES	249,890,625.00			**-249,890,625.00**
44028	COMM	5148X0D85	Purchase	04/05/2024	04/08/2024	BANK OF AMERICA	LANDES	124,944,687.50			**-124,944,687.50**
44030	COMM	63873JD80	Purchase	04/05/2024	04/08/2024	BANK OF AMERICA	NATIXIS NY	49,977,916.67			**-49,977,916.67**
41073	COMM	58989V2C7	Redemption	04/05/2024	04/05/2024	JPMorganChase	MET LIFE GLOBAL		10,000,000.00		**10,000,000.00**
44023	COMM	5148X0D51	Redemption	04/05/2024	04/05/2024	BANK OF AMERICA	LANDES		125,000,000.00		**125,000,000.00**
44024	COMM	16536HD57	Redemption	04/05/2024	04/05/2024	BANK OF AMERICA	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
44025	COMM	63873JD56	Redemption	04/05/2024	04/05/2024	BANK OF AMERICA	NATIXIS NY		50,000,000.00		**50,000,000.00**
44026	COMM	313384VE6	Redemption	04/05/2024	04/05/2024	BARCLAYS CAPITAL	FHLB NOTES		250,000,000.00		**250,000,000.00**
41073	COMM	58989V2C7	Interest	04/05/2024	04/05/2024	JPMorganChase	MET LIFE GLOBAL			35,000.00	**35,000.00**
44035	COMM	16536HD99	Purchase	04/08/2024	04/09/2024	BANK OF AMERICA	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
44037	COMM	313384VJ5	Purchase	04/08/2024	04/09/2024	BANK OF AMERICA	FHLB NOTES	249,963,680.55			**-249,963,680.55**
44034	COMM	5148X0D93	Purchase	04/08/2024	04/09/2024	BANK OF AMERICA	LANDES	124,981,562.50			**-124,981,562.50**
44036	COMM	63873JD98	Purchase	04/08/2024	04/09/2024	BANK OF AMERICA	NATIXIS NY	49,992,638.89			**-49,992,638.89**
44038	COMM	912797KR7	Purchase	04/08/2024	07/30/2024	MIZUHO	U S TREASURY BILL	147,554,020.50			**-147,554,020.50**
40445	COMM	3133ELVX9	Redemption	04/08/2024	04/08/2024	INCAPITAL LLC	FFCB NOTES		15,000,000.00		**15,000,000.00**
44028	COMM	5148X0D85	Redemption	04/08/2024	04/08/2024	BANK OF AMERICA	LANDES		125,000,000.00		**125,000,000.00**
44029	COMM	16536HD81	Redemption	04/08/2024	04/08/2024	BANK OF AMERICA	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
44030	COMM	63873JD80	Redemption	04/08/2024	04/08/2024	BANK OF AMERICA	NATIXIS NY		50,000,000.00		**50,000,000.00**
44031	COMM	313384VH9	Redemption	04/08/2024	04/08/2024	BARCLAYS CAPITAL	FHLB NOTES		250,000,000.00		**250,000,000.00**
40445	COMM	3133ELVX9	Interest	04/08/2024	04/08/2024	INCAPITAL LLC	FFCB NOTES			65,625.00	**65,625.00**
41746	COMM	3130AQLS0	Interest	04/08/2024	01/07/2025	MIZUHO	FHLB NOTES			410,508.33	**410,508.33**
42079	COMM	3133ENUD0	Interest	04/08/2024	04/08/2026	Daiwa Capital Market	FFCB NOTES			264,000.00	**264,000.00**
43661	COMM	21684LH96	Interest	04/08/2024	10/08/2024	BANK OF AMERICA	RABOBANK			366,729.38	**366,729.38**
44041	COMM	16536HDA6	Purchase	04/09/2024	04/10/2024	BANK OF AMERICA	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
44033	COMM	3133ERAN1	Purchase	04/09/2024	04/09/2027	LOOP CAPITAL	FFCB NOTES	75,000,000.00			**-75,000,000.00**

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44043	COMM	313384VK2	Purchase	04/09/2024	04/10/2024	BARCLAYS CAPITAL	FHLB NOTES	249,963,750.00			-249,963,750.00
44044	COMM	313384VK2	Purchase	04/09/2024	04/10/2024	MIZUHO	FHLB NOTES	149,978,250.00			-149,978,250.00
44040	COMM	5148X0DA0	Purchase	04/09/2024	04/10/2024	BANK OF AMERICA	LANDES	124,981,562.50			-124,981,562.50
44017	COMM	57629TBS5	Purchase	04/09/2024	04/09/2027	BANK OF AMERICA	MASSMUTUAL	30,000,000.00			-30,000,000.00
44042	COMM	63873JDA5	Purchase	04/09/2024	04/10/2024	BANK OF AMERICA	NATIXIS NY	49,992,638.89			-49,992,638.89
44039	COMM	90275DSY7	Purchase	04/09/2024	01/25/2025	UBS FINANCE	UBS AG STAMFORD	25,000,000.00			-25,000,000.00
44045	COMM	90275DSY7	Purchase	04/09/2024	01/25/2025	UBS FINANCE	UBS AG STAMFORD	75,000,000.00			-75,000,000.00
40461	COMM	SYS40461	Purchase	04/09/2024			DREYFUS	100,000,000.00			-100,000,000.00
42588	COMM	SYS42588	Purchase	04/09/2024			STATE STREET US	100,000,000.00			-100,000,000.00
44034	COMM	5148X0D93	Redemption	04/09/2024	04/09/2024	BANK OF AMERICA	LANDES		125,000,000.00		125,000,000.00
44035	COMM	16536HD99	Redemption	04/09/2024	04/09/2024	BANK OF AMERICA	CHESHAM FINANCE		75,000,000.00		75,000,000.00
44036	COMM	63873JD98	Redemption	04/09/2024	04/09/2024	BANK OF AMERICA	NATIXIS NY		50,000,000.00		50,000,000.00
44037	COMM	313384VJ5	Redemption	04/09/2024	04/09/2024	BANK OF AMERICA	FHLB NOTES		250,000,000.00		250,000,000.00
43763	COMM	02665WEX5	Interest	04/09/2024	01/09/2026	MIZUHO	American Honda			681,415.88	681,415.88
44051	COMM	16536HDB4	Purchase	04/10/2024	04/11/2024	BANK OF AMERICA	CHESHAM FINANCE	74,988,895.83			-74,988,895.83
44056	COMM	13606K2D7	Purchase	04/10/2024	01/24/2025	JPMorganChase	CANADIAN IMP BK	65,000,000.00			-65,000,000.00
44049	COMM	3133EP4H5	Purchase	04/10/2024	03/04/2026	DEUTSCHE BANK	FFCB NOTES	80,477,240.80			-80,477,240.80
44053	COMM	313384VL0	Purchase	04/10/2024	04/11/2024	BARCLAYS CAPITAL	FHLB NOTES	249,963,819.45			-249,963,819.45
44054	COMM	313384VL0	Purchase	04/10/2024	04/11/2024	MIZUHO	FHLB NOTES	149,978,292.00			-149,978,292.00
44050	COMM	5148X0DB8	Purchase	04/10/2024	04/11/2024	BANK OF AMERICA	LANDES	124,981,562.50			-124,981,562.50
44052	COMM	63873JDB3	Purchase	04/10/2024	04/11/2024	BANK OF AMERICA	NATIXIS NY	49,992,638.89			-49,992,638.89
40461	COMM	SYS40461	Purchase	04/10/2024			DREYFUS	60,000,000.00			-60,000,000.00
44040	COMM	5148X0DA0	Redemption	04/10/2024	04/10/2024	BANK OF AMERICA	LANDES		125,000,000.00		125,000,000.00
44041	COMM	16536HDA6	Redemption	04/10/2024	04/10/2024	BANK OF AMERICA	CHESHAM FINANCE		75,000,000.00		75,000,000.00
44042	COMM	63873JDA5	Redemption	04/10/2024	04/10/2024	BANK OF AMERICA	NATIXIS NY		50,000,000.00		50,000,000.00
44043	COMM	313384VK2	Redemption	04/10/2024	04/10/2024	BARCLAYS CAPITAL	FHLB NOTES		250,000,000.00		250,000,000.00
44044	COMM	313384VK2	Redemption	04/10/2024	04/10/2024	MIZUHO	FHLB NOTES		150,000,000.00		150,000,000.00
41209	COMM	14687TAC1	Interest	04/10/2024	03/10/2026	CITIGROUP GLOBAL	CARVANA AUTO			1,045.35	1,045.35
41209	COMM	14687TAC1	Redemption	04/10/2024	03/10/2026	CITIGROUP GLOBAL	CARVANA AUTO		682,149.90		682,149.90
44073	COMM	06418NAX0	Purchase	04/11/2024	01/10/2025	JPMorganChase	BANK OF NOVA	50,000,000.00			-50,000,000.00
44069	COMM	16536HDC2	Purchase	04/11/2024	04/12/2024	BANK OF AMERICA	CHESHAM FINANCE	74,988,895.83			-74,988,895.83
44071	COMM	313384VM8	Purchase	04/11/2024	04/12/2024	BARCLAYS CAPITAL	FHLB NOTES	249,963,888.90			-249,963,888.90
44072	COMM	313384VM8	Purchase	04/11/2024	04/12/2024	MIZUHO	FHLB NOTES	149,978,334.00			-149,978,334.00
44060	COMM	46656GAC8	Purchase	04/11/2024	01/06/2025	JPMorganChase	JP MORGAN	65,000,000.00			-65,000,000.00
44068	COMM	5148X0DC6	Purchase	04/11/2024	04/12/2024	BANK OF AMERICA	LANDES	124,981,562.50			-124,981,562.50
44070	COMM	63873JDC1	Purchase	04/11/2024	04/12/2024	BANK OF AMERICA	NATIXIS NY	49,992,638.89			-49,992,638.89
44067	COMM	89115BSD3	Purchase	04/11/2024	01/17/2025	JPMorganChase	TORONTO	65,000,000.00			-65,000,000.00
44050	COMM	5148X0DB8	Redemption	04/11/2024	04/11/2024	BANK OF AMERICA	LANDES		125,000,000.00		125,000,000.00
44051	COMM	16536HDB4	Redemption	04/11/2024	04/11/2024	BANK OF AMERICA	CHESHAM FINANCE		75,000,000.00		75,000,000.00
44052	COMM	63873JDB3	Redemption	04/11/2024	04/11/2024	BANK OF AMERICA	NATIXIS NY		50,000,000.00		50,000,000.00
44053	COMM	313384VL0	Redemption	04/11/2024	04/11/2024	BARCLAYS CAPITAL	FHLB NOTES		250,000,000.00		250,000,000.00

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44054	COMM	313384VL0	Redemption	04/11/2024	04/11/2024	MIZUHO	FHLB NOTES		150,000,000.00		**150,000,000.00**
44075	COMM	05973RAR3	Purchase	04/12/2024	01/24/2025	JPMorganChase	BANCO SANTANDER	50,000,000.00			**-50,000,000.00**
44077	COMM	16536HDF5	Purchase	04/12/2024	04/15/2024	BANK OF AMERICA	CHESHAM FINANCE	74,966,687.50			**-74,966,687.50**
44083	COMM	22536D2K3	Purchase	04/12/2024	01/24/2025	JPMorganChase	CREDIT AGRICOLE	60,000,000.00			**-60,000,000.00**
44079	COMM	313384VQ9	Purchase	04/12/2024	04/15/2024	BARCLAYS CAPITAL	FHLB NOTES	249,891,250.00			**-249,891,250.00**
44080	COMM	313384VQ9	Purchase	04/12/2024	04/15/2024	MIZUHO	FHLB NOTES	149,934,750.00			**-149,934,750.00**
44076	COMM	5148X0DF9	Purchase	04/12/2024	04/15/2024	BANK OF AMERICA	LANDES	124,944,687.50			**-124,944,687.50**
44082	COMM	60710TQE4	Purchase	04/12/2024	08/30/2024	JPMorganChase	MIZUHO BANK	50,000,000.00			**-50,000,000.00**
44078	COMM	63873JDF4	Purchase	04/12/2024	04/15/2024	BANK OF AMERICA	NATIXIS NY	49,977,916.67			**-49,977,916.67**
37590	COMM	SYS37590	Purchase	04/12/2024		JPMorganChase	JP MORGAN US	100,000,000.00			**-100,000,000.00**
40461	COMM	SYS40461	Purchase	04/12/2024			DREYFUS	100,000,000.00			**-100,000,000.00**
42588	COMM	SYS42588	Purchase	04/12/2024			STATE STREET US	50,000,000.00			**-50,000,000.00**
44068	COMM	5148X0DC6	Redemption	04/12/2024	04/12/2024	BANK OF AMERICA	LANDES		125,000,000.00		**125,000,000.00**
44069	COMM	16536HDC2	Redemption	04/12/2024	04/12/2024	BANK OF AMERICA	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
44070	COMM	63873JDC1	Redemption	04/12/2024	04/12/2024	BANK OF AMERICA	NATIXIS NY		50,000,000.00		**50,000,000.00**
44071	COMM	313384VM8	Redemption	04/12/2024	04/12/2024	BARCLAYS CAPITAL	FHLB NOTES		250,000,000.00		**250,000,000.00**
44072	COMM	313384VM8	Redemption	04/12/2024	04/12/2024	MIZUHO	FHLB NOTES		150,000,000.00		**150,000,000.00**
41995	COMM	3130ARJT9	Interest	04/12/2024	04/12/2027	BREAN CAPITAL LLC	FHLB NOTES			363,750.00	**363,750.00**
44085	COMM	16536HDG3	Purchase	04/15/2024	04/16/2024	BANK OF AMERICA	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
44087	COMM	313384VR7	Purchase	04/15/2024	04/16/2024	BARCLAYS CAPITAL	FHLB NOTES	249,963,402.80			**-249,963,402.80**
44088	COMM	313384VR7	Purchase	04/15/2024	04/16/2024	MIZUHO	FHLB NOTES	149,978,041.50			**-149,978,041.50**
44063	COMM	3142FFGN1	Purchase	04/15/2024	01/01/2029	BOK FINANCIAL	FNMA	39,137,180.56			**-39,137,180.56**
44084	COMM	5148X0DG7	Purchase	04/15/2024	04/16/2024	BANK OF AMERICA	LANDES	124,981,562.50			**-124,981,562.50**
44090	COMM	55380UVA2	Purchase	04/15/2024	07/26/2024	JPMorganChase	MUFG Mitsubishi	70,000,000.00			**-70,000,000.00**
44086	COMM	63873JDG2	Purchase	04/15/2024	04/16/2024	BANK OF AMERICA	NATIXIS NY	49,992,638.89			**-49,992,638.89**
44081	COMM	86564PTQ4	Purchase	04/15/2024	08/30/2024	JPMorganChase	SUMITOMO MITSUI	50,000,000.00			**-50,000,000.00**
44089	COMM	912797GB7	Purchase	04/15/2024	07/11/2024	MIZUHO	U S TREASURY BILL	69,112,720.60			**-69,112,720.60**
8506	COMM	SYS8506	Purchase	04/15/2024			LOCAL AGENCY	482,857.56			**-482,857.56**
44076	COMM	5148X0DF9	Redemption	04/15/2024	04/15/2024	BANK OF AMERICA	LANDES		125,000,000.00		**125,000,000.00**
44077	COMM	16536HDF5	Redemption	04/15/2024	04/15/2024	BANK OF AMERICA	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
44078	COMM	63873JDF4	Redemption	04/15/2024	04/15/2024	BANK OF AMERICA	NATIXIS NY		50,000,000.00		**50,000,000.00**
44079	COMM	313384VQ9	Redemption	04/15/2024	04/15/2024	BARCLAYS CAPITAL	FHLB NOTES		250,000,000.00		**250,000,000.00**
44080	COMM	313384VQ9	Redemption	04/15/2024	04/15/2024	MIZUHO	FHLB NOTES		150,000,000.00		**150,000,000.00**
41063	COMM	3133EMVS8	Interest	04/15/2024	04/14/2025	INCAPITAL LLC	FFCB NOTES			138,000.00	**138,000.00**
42005	COMM	023135CF1	Interest	04/15/2024	04/13/2027	JPMorganChase	AMAZON			660,000.00	**660,000.00**
43069	COMM	3133EPFT7	Interest	04/15/2024	04/13/2026	Dalwa Capital Market	FFCB NOTES			375,000.00	**375,000.00**
43091	COMM	931142FA6	Interest	04/15/2024	04/15/2026	MIZUHO	WALMART			200,000.00	**200,000.00**
43585	COMM	46647PBF2	Interest	04/15/2024	10/15/2025	JPMorganChase	JPMORGAN			405,160.08	**405,160.08**
43585	COMM	46647PBF2	Accr Int	04/15/2024	10/15/2025	JPMorganChase	JPMORGAN		83,282.91	-83,282.91	**0.00**
40930	COMM	89240BAC2	Interest	04/15/2024	05/15/2025	MUFG Mitsubishi	TOYOTA AUTO REC			236.73	**236.73**
40930	COMM	89240BAC2	Redemption	04/15/2024	05/15/2025	MUFG Mitsubishi	TOYOTA AUTO REC		492,828.58		**492,828.58**

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40937	COMM	98164EAC9	Interest	04/15/2024	01/15/2026	MIZUHO	WORLD OMNI AUTO			694.36	**694.36**
40937	COMM	98164EAC9	Redemption	04/15/2024	01/15/2026	MIZUHO	WORLD OMNI AUTO		452,447.11		**452,447.11**
40958	COMM	34532NAC9	Interest	04/15/2024	08/15/2025	BARCLAYS CAPITAL	FORD CREDIT AUTO			632.82	**632.82**
40958	COMM	34532NAC9	Redemption	04/15/2024	08/15/2025	BARCLAYS CAPITAL	FORD CREDIT AUTO		636,804.38		**636,804.38**
40991	COMM	47788UAC6	Interest	04/15/2024	09/15/2025	CITIGROUP GLOBAL	JOHN DEERE			420.60	**420.60**
40991	COMM	47788UAC6	Redemption	04/15/2024	09/15/2025	CITIGROUP GLOBAL	JOHN DEERE		216,977.88		**216,977.88**
41111	COMM	44933LAC7	Interest	04/15/2024	09/15/2025	BARCLAYS CAPITAL	HYUNDAI AUTO			474.37	**474.37**
41111	COMM	44933LAC7	Redemption	04/15/2024	09/15/2025	BARCLAYS CAPITAL	HYUNDAI AUTO		413,215.36		**413,215.36**
41182	COMM	89190GAC1	Interest	04/15/2024	11/17/2025	CITIGROUP GLOBAL	TOYOTA AUTO REC			1,831.47	**1,831.47**
41182	COMM	89190GAC1	Redemption	04/15/2024	11/17/2025	CITIGROUP GLOBAL	TOYOTA AUTO REC		1,241,064.06		**1,241,064.06**
41206	COMM	65480BAC1	Interest	04/15/2024	10/15/2025	MUFG Mitsubishi	NISSAN AUTO			3,531.36	**3,531.36**
41206	COMM	65480BAC1	Redemption	04/15/2024	10/15/2025	MUFG Mitsubishi	NISSAN AUTO		1,775,960.84		**1,775,960.84**
41240	COMM	47789QAC4	Interest	04/15/2024	03/16/2026	MUFG Mitsubishi	JOHN DEERE			1,552.90	**1,552.90**
41240	COMM	47789QAC4	Redemption	04/15/2024	03/16/2026	MUFG Mitsubishi	JOHN DEERE		376,179.31		**376,179.31**
41242	COMM	14041NFW6	Interest	04/15/2024	07/15/2026	ROYAL BANK OF	CAPITAL ONE MULTI			10,770.83	**10,770.83**
41242	COMM	14041NFW6	Redemption	04/15/2024	07/15/2026	ROYAL BANK OF	CAPITAL ONE MULTI		950,636.63		**950,636.63**
41389	COMM	58772WAC7	Interest	04/15/2024	06/15/2026	MIZUHO	MERCEDES -BENZ			3,331.73	**3,331.73**
41389	COMM	58772WAC7	Redemption	04/15/2024	06/15/2026	MIZUHO	MERCEDES -BENZ		803,057.27		**803,057.27**
41402	COMM	254683CP8	Interest	04/15/2024	09/15/2026	CITIGROUP GLOBAL	DISCOVER CARD			9,666.66	**9,666.66**
41402	COMM	254683CP8	Redemption	04/15/2024	09/15/2026	CITIGROUP GLOBAL	DISCOVER CARD		761,298.63		**761,298.63**
41476	COMM	14044CAC6	Interest	04/15/2024	09/15/2026	JPMorganChase	CAPITAL ONE			5,271.74	**5,271.74**
41476	COMM	14044CAC6	Redemption	04/15/2024	09/15/2026	JPMorganChase	CAPITAL ONE		665,517.16		**665,517.16**
41521	COMM	89238JAC9	Interest	04/15/2024	04/15/2026	ROYAL BANK OF	TOYOTA AUTO REC			3,802.64	**3,802.64**
41521	COMM	89238JAC9	Redemption	04/15/2024	04/15/2026	ROYAL BANK OF	TOYOTA AUTO REC		562,701.56		**562,701.56**
41529	COMM	02582JJR2	Interest	04/15/2024	11/16/2026	BARCLAYS CAPITAL	AMERICAN			24,375.00	**24,375.00**
41529	COMM	02582JJR2	Redemption	04/15/2024	11/16/2026	BARCLAYS CAPITAL	AMERICAN		1,129,491.70		**1,129,491.70**
41612	COMM	14041NFY2	Interest	04/15/2024	11/16/2026	BARCLAYS CAPITAL	CAPITAL ONE MULTI			31,200.01	**31,200.01**
41612	COMM	14041NFY2	Redemption	04/15/2024	11/16/2026	BARCLAYS CAPITAL	CAPITAL ONE MULTI		1,249,144.86		**1,249,144.86**
41766	COMM	44891WAC3	Interest	04/15/2024	01/15/2025	CITIGROUP GLOBAL	HYUNDAI AUTO			1,302.21	**1,302.21**
41766	COMM	44891WAC3	Redemption	04/15/2024	01/15/2025	CITIGROUP GLOBAL	HYUNDAI AUTO		1,347,120.36		**1,347,120.36**
41776	COMM	345286AC2	Interest	04/15/2024	06/15/2026	CITIGROUP GLOBAL	FORD CREDIT AUTO			7,703.21	**7,703.21**
41776	COMM	345286AC2	Redemption	04/15/2024	06/15/2026	CITIGROUP GLOBAL	FORD CREDIT AUTO		576,030.10		**576,030.10**
41797	COMM	89239KAC5	Interest	04/15/2024	06/15/2026	CITIGROUP GLOBAL	TOYOTA AUTO REC			8,820.67	**8,820.67**
41797	COMM	89239KAC5	Redemption	04/15/2024	06/15/2026	CITIGROUP GLOBAL	TOYOTA AUTO REC		694,482.57		**694,482.57**
41855	COMM	43815BAC4	Interest	04/15/2024	05/15/2026	JPMorganChase	HONDA AUTO			28,594.96	**28,594.96**
41855	COMM	43815BAC4	Redemption	04/15/2024	05/15/2026	JPMorganChase	HONDA AUTO		1,376,689.82		**1,376,689.82**
41856	COMM	65479QAC1	Interest	04/15/2024	08/17/2026	MIZUHO	NISSAN AUTO			21,085.03	**21,085.03**
41856	COMM	65479QAC1	Redemption	04/15/2024	08/17/2026	MIZUHO	NISSAN AUTO		949,850.05		**949,850.05**
41910	COMM	47787JAC2	Interest	04/15/2024	09/16/2026	MERRILL LYNCH	JOHN DEERE			13,424.09	**13,424.09**
41910	COMM	47787JAC2	Redemption	04/15/2024	09/16/2026	MERRILL LYNCH	JOHN DEERE		454,156.31		**454,156.31**
41919	COMM	02589BAA8	Interest	04/15/2024	03/15/2027	ROYAL BANK OF	AMERICAN			35,912.51	**35,912.51**

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Investment #	Fund	CUSIP	TransactionType	TransactionDate	MaturityDate	Dealer	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
41919	COMM	02589BAA8	Redemption	04/15/2024	03/15/2027	ROYAL BANK OF	AMERICAN		605,313.11		**605,313.11**
41952	COMM	14041NFZ9	Interest	04/15/2024	03/15/2027	ROYAL BANK OF	CAPITAL ONE MULTI			44,333.33	**44,333.33**
41952	COMM	14041NFZ9	Redemption	04/15/2024	03/15/2027	ROYAL BANK OF	CAPITAL ONE MULTI		582,145.65		**582,145.65**
42020	COMM	98163NAC0	Interest	04/15/2024	02/18/2025	MERRILL LYNCH	WORLD OMNI			3,466.70	**3,466.70**
42020	COMM	98163NAC0	Redemption	04/15/2024	02/18/2025	MERRILL LYNCH	WORLD OMNI		482,613.36		**482,613.36**
42040	COMM	41284YAD8	Interest	04/15/2024	02/15/2027	BARCLAYS CAPITAL	HARLEY-DAVIDSON			45,615.23	**45,615.23**
42040	COMM	41284YAD8	Redemption	04/15/2024	02/15/2027	BARCLAYS CAPITAL	HARLEY-DAVIDSON		1,446,560.00		**1,446,560.00**
42066	COMM	34528LAD7	Interest	04/15/2024	05/15/2025	BARCLAYS CAPITAL	FORD CREDIT AUTO			15,267.93	**15,267.93**
42066	COMM	34528LAD7	Redemption	04/15/2024	05/15/2025	BARCLAYS CAPITAL	FORD CREDIT AUTO		3,708,593.91		**3,708,593.91**
42084	COMM	14317HAC5	Interest	04/15/2024	02/16/2027	MERRILL LYNCH	CARMAX AUTO			43,502.85	**43,502.85**
42084	COMM	14317HAC5	Redemption	04/15/2024	02/16/2027	MERRILL LYNCH	CARMAX AUTO		926,552.39		**926,552.39**
42116	COMM	14043QAC6	Interest	04/15/2024	04/15/2027	ROYAL BANK OF	CAPITAL ONE			39,418.85	**39,418.85**
42116	COMM	14043QAC6	Redemption	04/15/2024	04/15/2027	ROYAL BANK OF	CAPITAL ONE		845,491.16		**845,491.16**
42182	COMM	02008JAC0	Interest	04/15/2024	11/16/2026	BARCLAYS CAPITAL	ALLY AUTO			63,849.68	**63,849.68**
42182	COMM	02008JAC0	Redemption	04/15/2024	11/16/2026	BARCLAYS CAPITAL	ALLY AUTO		1,635,059.95		**1,635,059.95**
42184	COMM	44934LAD4	Interest	04/15/2024	06/16/2025	JPMorganChase	HYUNDAI AUTO			57,966.45	**57,966.45**
42184	COMM	44934LAD4	Redemption	04/15/2024	06/16/2025	JPMorganChase	HYUNDAI AUTO		5,161,220.15		**5,161,220.15**
42202	COMM	02582JJT8	Interest	04/15/2024	05/17/2027	BARCLAYS CAPITAL	AMERICAN			98,875.00	**98,875.00**
42202	COMM	02582JJT8	Redemption	04/15/2024	05/17/2027	BARCLAYS CAPITAL	AMERICAN		983,705.70		**983,705.70**
42879	COMM	58770AAC7	Interest	04/15/2024	11/15/2027	MUFG Mitsubishi	MERCEDES -BENZ			49,797.91	**49,797.91**
42879	COMM	58770AAC7	Redemption	04/15/2024	11/15/2027	MUFG Mitsubishi	MERCEDES -BENZ		310,336.29		**310,336.29**
42890	COMM	891940AC2	Interest	04/15/2024	09/15/2027	MERRILL LYNCH	TOYOTA AUTO REC			81,024.99	**81,024.99**
42890	COMM	891940AC2	Redemption	04/15/2024	09/15/2027	MERRILL LYNCH	TOYOTA AUTO REC		513,608.78		**513,608.78**
42944	COMM	14043KAH8	Interest	04/15/2024	02/15/2028	JPMorganChase	CAPITAL ONE			43,627.08	**43,627.08**
42944	COMM	14043KAH8	Redemption	04/15/2024	02/15/2028	JPMorganChase	CAPITAL ONE		232,939.86		**232,939.86**
42945	COMM	41285JAD0	Interest	04/15/2024	12/15/2027	JPMorganChase	HARLEY-DAVIDSON			54,708.33	**54,708.33**
42945	COMM	41285JAD0	Redemption	04/15/2024	12/15/2027	JPMorganChase	HARLEY-DAVIDSON		293,081.72		**293,081.72**
43065	COMM	448979AD6	Interest	04/15/2024	04/15/2027	MERRILL LYNCH	HYUNDAI AUTO			38,166.67	**38,166.67**
43065	COMM	448979AD6	Redemption	04/15/2024	04/15/2027	MERRILL LYNCH	HYUNDAI AUTO		271,837.49		**271,837.49**
43089	COMM	254683CW3	Interest	04/15/2024	07/15/2027	MUFG Mitsubishi	DISCOVER CARD			147,517.52	**147,517.52**
43089	COMM	254683CW3	Redemption	04/15/2024	07/15/2027	MUFG Mitsubishi	DISCOVER CARD		1,308,136.21		**1,308,136.21**
43117	COMM	12664QAB0	Interest	04/15/2024	09/15/2026	CITIGROUP GLOBAL	CNH EQUIPMENT			60,691.22	**60,691.22**
43117	COMM	12664QAB0	Redemption	04/15/2024	09/15/2026	CITIGROUP GLOBAL	CNH EQUIPMENT		1,696,108.03		**1,696,108.03**
43130	COMM	65480WAD3	Interest	04/15/2024	11/15/2027	MIZUHO	NISSAN AUTO			126,841.68	**126,841.68**
43130	COMM	65480WAD3	Redemption	04/15/2024	11/15/2027	MIZUHO	NISSAN AUTO		705,727.69		**705,727.69**
43201	COMM	58768RAC4	Interest	04/15/2024	01/15/2027	JPMorganChase	MERCEDES-BENZ			126,400.00	**126,400.00**
43201	COMM	58768RAC4	Redemption	04/15/2024	01/15/2027	JPMorganChase	MERCEDES-BENZ		938,847.35		**938,847.35**
43212	COMM	437927AC0	Interest	04/15/2024	11/15/2027	BARCLAYS CAPITAL	HONDA AUTO			73,949.99	**73,949.99**
43212	COMM	437927AC0	Redemption	04/15/2024	11/15/2027	BARCLAYS CAPITAL	HONDA AUTO		406,645.58		**406,645.58**
43249	COMM	02582JJZ4	Interest	04/15/2024	05/15/2028	ROYAL BANK OF	AMERICAN			76,093.74	**76,093.74**
43249	COMM	02582JJZ4	Redemption	04/15/2024	05/15/2028	ROYAL BANK OF	AMERICAN		369,933.90		**369,933.90**

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SANTA CLARA COUNTY INVESTMENTS
Transaction Activity Report
Sorted by Fund - Transaction Date

Investment #	Fund	CUSIP	TransactionType	TransactionDate	MaturityDate	Dealer	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
43276	COMM	254683CZ6	Interest	04/15/2024	06/15/2028	MERRILL LYNCH	DISCOVER CARD			123,249.99	**123,249.99**
43276	COMM	254683CZ6	Redemption	04/15/2024	06/15/2028	MERRILL LYNCH	DISCOVER CARD		579,458.33		**579,458.33**
43277	COMM	477920AC6	Interest	04/15/2024	03/15/2028	MERRILL LYNCH	JOHN DEERE			60,433.34	**60,433.34**
43277	COMM	477920AC6	Redemption	04/15/2024	03/15/2028	MERRILL LYNCH	JOHN DEERE		283,849.50		**283,849.50**
43456	COMM	34529NAB6	Interest	04/15/2024	02/15/2026	BARCLAYS CAPITAL	FORD CREDIT AUTO			73,750.01	**73,750.01**
43456	COMM	34529NAB6	Redemption	04/15/2024	02/15/2026	BARCLAYS CAPITAL	FORD CREDIT AUTO		632,008.19		**632,008.19**
43476	COMM	233868AC2	Interest	04/15/2024	03/15/2027	MERRILL LYNCH	DAIMLET TRUCKS			132,750.01	**132,750.01**
43476	COMM	233868AC2	Redemption	04/15/2024	03/15/2027	MERRILL LYNCH	DAIMLET TRUCKS		718,305.27		**718,305.27**
43477	COMM	41285YAB1	Interest	04/15/2024	12/15/2026	JPMorganChase	HARLEY-DAVIDSON			81,256.40	**81,256.40**
43477	COMM	41285YAB1	Redemption	04/15/2024	12/15/2026	JPMorganChase	HARLEY-DAVIDSON		1,382,021.70		**1,382,021.70**
43505	COMM	14044EAB4	Interest	04/15/2024	10/15/2026	MERRILL LYNCH	CAPITAL ONE			192,075.00	**192,075.00**
43505	COMM	14044EAB4	Redemption	04/15/2024	10/15/2026	MERRILL LYNCH	CAPITAL ONE		2,045,191.59		**2,045,191.59**
43542	COMM	58769FAB1	Interest	04/15/2024	11/16/2026	MERRILL LYNCH	MERCEDES -BENZ			93,733.33	**93,733.33**
43542	COMM	58769FAB1	Redemption	04/15/2024	11/16/2026	MERRILL LYNCH	MERCEDES -BENZ		550,124.05		**550,124.05**
43562	COMM	44918CAD4	Interest	04/15/2024	10/16/2028	BNP PARIBAS	HYUNDAI AUTO			36,933.34	**36,933.34**
43562	COMM	44918CAD4	Redemption	04/15/2024	10/16/2028	BNP PARIBAS	HYUNDAI AUTO		132,087.96		**132,087.96**
43811	COMM	39154TCH9	Interest	04/15/2024	08/17/2026	BANK OF AMERICA	Great America Leasln			59,850.00	**59,850.00**
43811	COMM	39154TCH9	Redemption	04/15/2024	08/17/2026	BANK OF AMERICA	Great America Leasin		428,253.50		**428,253.50**
43894	COMM	437918AC9	Interest	04/15/2024	08/15/2028	MUFG Mitsubishi	HONDA AUTO			112,883.34	**112,883.34**
43894	COMM	437918AC9	Redemption	04/15/2024	08/15/2028	MUFG Mitsubishi	HONDA AUTO		445,863.72		**445,863.72**
43954	COMM	47800RAD5	Interest	04/15/2024	11/15/2028	CITIGROUP GLOBAL	JOHN DEERE			29,374.22	**29,374.22**
43954	COMM	47800RAD5	Redemption	04/15/2024	11/15/2028	CITIGROUP GLOBAL	JOHN DEERE		131,774.94		**131,774.94**
8506	COMM	SYS8506	Interest	04/15/2024			LOCAL AGENCY			482,857.56	**482,857.56**
44092	COMM	16536HDH1	Purchase	04/16/2024	04/17/2024	BANK OF AMERICA	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
44094	COMM	313384VS5	Purchase	04/16/2024	04/17/2024	BARCLAYS CAPITAL	FHLB NOTES	249,963,472.20			**-249,963,472.20**
44095	COMM	313384VS5	Purchase	04/16/2024	04/17/2024	MIZUHO	FHLB NOTES	149,978,083.50			**-149,978,083.50**
44091	COMM	5148X0DH5	Purchase	04/16/2024	04/17/2024	BANK OF AMERICA	LANDES	124,981,562.50			**-124,981,562.50**
44093	COMM	63873JDH0	Purchase	04/16/2024	04/17/2024	BANK OF AMERICA	NATIXIS NY	49,992,638.89			**-49,992,638.89**
44084	COMM	5148X0DG7	Redemption	04/16/2024	04/16/2024	BANK OF AMERICA	LANDES		125,000,000.00		**125,000,000.00**
44085	COMM	16536HDG3	Redemption	04/16/2024	04/16/2024	BANK OF AMERICA	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
44086	COMM	63873JDG2	Redemption	04/16/2024	04/16/2024	BANK OF AMERICA	NATIXIS NY		50,000,000.00		**50,000,000.00**
44087	COMM	313384VR7	Redemption	04/16/2024	04/16/2024	BARCLAYS CAPITAL	FHLB NOTES		250,000,000.00		**250,000,000.00**
44088	COMM	313384VR7	Redemption	04/16/2024	04/16/2024	MIZUHO	FHLB NOTES		150,000,000.00		**150,000,000.00**
42009	COMM	362585AC5	Interest	04/16/2024	02/16/2027	ROYAL BANK OF	GM FINANCIAL			27,041.32	**27,041.32**
42009	COMM	362585AC5	Redemption	04/16/2024	02/16/2027	ROYAL BANK OF	GM FINANCIAL		630,162.97		**630,162.97**
44098	COMM	16536HDJ7	Purchase	04/17/2024	04/18/2024	BANK OF AMERICA	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
44100	COMM	313384VT3	Purchase	04/17/2024	04/18/2024	BARCLAYS CAPITAL	FHLB NOTES	249,963,541.65			**-249,963,541.65**
44101	COMM	313384VT3	Purchase	04/17/2024	04/18/2024	MIZUHO	FHLB NOTES	149,978,125.50			**-149,978,125.50**
44097	COMM	5148X0DJ1	Purchase	04/17/2024	04/18/2024	BANK OF AMERICA	LANDES	124,981,562.50			**-124,981,562.50**
44099	COMM	63873JDJ6	Purchase	04/17/2024	04/18/2024	BANK OF AMERICA	NATIXIS NY	49,992,638.89			**-49,992,638.89**
44066	COMM	981946AC0	Purchase	04/17/2024	02/16/2027	BANK OF AMERICA	WORLD OMNI	6,000,000.00			**-6,000,000.00**

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Investment #	Fund	CUSIP	TransactionType	TransactionDate	MaturityDate	Dealer	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
44091	COMM	5148X0DH5	Redemption	04/17/2024	04/17/2024	BANK OF AMERICA	LANDES		125,000,000.00		**125,000,000.00**
44092	COMM	16536HDH1	Redemption	04/17/2024	04/17/2024	BANK OF AMERICA	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
44093	COMM	63873JDH0	Redemption	04/17/2024	04/17/2024	BANK OF AMERICA	NATIXIS NY		50,000,000.00		**50,000,000.00**
44094	COMM	313384VS5	Redemption	04/17/2024	04/17/2024	BARCLAYS CAPITAL	FHLB NOTES		250,000,000.00		**250,000,000.00**
44095	COMM	313384VS5	Redemption	04/17/2024	04/17/2024	MIZUHO	FHLB NOTES		150,000,000.00		**150,000,000.00**
41761	COMM	3133ENKX7	Interest	04/17/2024	01/17/2025	MIZUHO	FFCB NOTES			370,147.50	**370,147.50**
43789	COMM	22532XWQ7	Interest	04/17/2024	01/17/2025	JPMorganChase	CREDIT AGRICOLE			304,380.57	**304,380.57**
44104	COMM	16536HDK4	Purchase	04/18/2024	04/19/2024	BANK OF AMERICA	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
44106	COMM	313384VU0	Purchase	04/18/2024	04/19/2024	BANK OF AMERICA	FHLB NOTES	249,963,333.35			**-249,963,333.35**
44107	COMM	313384VU0	Purchase	04/18/2024	04/19/2024	MIZUHO	FHLB NOTES	149,977,999.50			**-149,977,999.50**
44103	COMM	5148X0DK8	Purchase	04/18/2024	04/19/2024	BANK OF AMERICA	LANDES	124,981,562.50			**-124,981,562.50**
44105	COMM	63873JDK3	Purchase	04/18/2024	04/19/2024	BANK OF AMERICA	NATIXIS NY	49,992,638.89			**-49,992,638.89**
44097	COMM	5148X0DJ1	Redemption	04/18/2024	04/18/2024	BANK OF AMERICA	LANDES		125,000,000.00		**125,000,000.00**
44098	COMM	16536HDJ7	Redemption	04/18/2024	04/18/2024	BANK OF AMERICA	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
44099	COMM	63873JDJ6	Redemption	04/18/2024	04/18/2024	BANK OF AMERICA	NATIXIS NY		50,000,000.00		**50,000,000.00**
44100	COMM	313384VT3	Redemption	04/18/2024	04/18/2024	BARCLAYS CAPITAL	FHLB NOTES		250,000,000.00		**250,000,000.00**
44101	COMM	313384VT3	Redemption	04/18/2024	04/18/2024	MIZUHO	FHLB NOTES		150,000,000.00		**150,000,000.00**
41321	COMM	43815EAC8	Interest	04/18/2024	11/18/2025	BARCLAYS CAPITAL	HONDA AUTO			2,315.95	**2,315.95**
41321	COMM	43815EAC8	Redemption	04/18/2024	11/18/2025	BARCLAYS CAPITAL	HONDA AUTO		796,357.94		**796,357.94**
44109	COMM	16536HDN8	Purchase	04/19/2024	04/22/2024	BANK OF AMERICA	CHESHAM FINANCE	74,966,687.50			**-74,966,687.50**
44111	COMM	313384VX4	Purchase	04/19/2024	04/22/2024	BARCLAYS CAPITAL	FHLB NOTES	249,890,000.00			**-249,890,000.00**
44112	COMM	313384VX4	Purchase	04/19/2024	04/22/2024	MIZUHO	FHLB NOTES	149,934,000.00			**-149,934,000.00**
44108	COMM	5148X0DN2	Purchase	04/19/2024	04/22/2024	BANK OF AMERICA	LANDES	124,944,687.50			**-124,944,687.50**
44110	COMM	63873JDN7	Purchase	04/19/2024	04/22/2024	BANK OF AMERICA	NATIXIS NY	49,977,916.67			**-49,977,916.67**
43553	COMM	79490ADK1	Redemption	04/19/2024	04/19/2024	Academy Securities	SALISBURY REC CO		70,000,000.00		**70,000,000.00**
44103	COMM	5148X0DK8	Redemption	04/19/2024	04/19/2024	BANK OF AMERICA	LANDES		125,000,000.00		**125,000,000.00**
44104	COMM	16536HDK4	Redemption	04/19/2024	04/19/2024	BANK OF AMERICA	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
44105	COMM	63873JDK3	Redemption	04/19/2024	04/19/2024	BANK OF AMERICA	NATIXIS NY		50,000,000.00		**50,000,000.00**
44106	COMM	313384VU0	Redemption	04/19/2024	04/19/2024	BANK OF AMERICA	FHLB NOTES		250,000,000.00		**250,000,000.00**
44107	COMM	313384VU0	Redemption	04/19/2024	04/19/2024	MIZUHO	FHLB NOTES		150,000,000.00		**150,000,000.00**
44114	COMM	16536HDP3	Purchase	04/22/2024	04/23/2024	BANK OF AMERICA	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
44116	COMM	313384VY2	Purchase	04/22/2024	04/23/2024	BARCLAYS CAPITAL	FHLB NOTES	249,963,333.35			**-249,963,333.35**
44117	COMM	313384VY2	Purchase	04/22/2024	04/23/2024	MIZUHO	FHLB NOTES	149,977,999.50			**-149,977,999.50**
44118	COMM	313384ZT9	Purchase	04/22/2024	07/23/2024	DEUTSCHE BANK	FHLB NOTES	49,329,805.56			**-49,329,805.56**
44113	COMM	5148X0DP7	Purchase	04/22/2024	04/23/2024	BANK OF AMERICA	LANDES	124,981,562.50			**-124,981,562.50**
44115	COMM	63873JDP2	Purchase	04/22/2024	04/23/2024	BANK OF AMERICA	NATIXIS NY	49,992,638.89			**-49,992,638.89**
44108	COMM	5148X0DN2	Redemption	04/22/2024	04/22/2024	BANK OF AMERICA	LANDES		125,000,000.00		**125,000,000.00**
44109	COMM	16536HDN8	Redemption	04/22/2024	04/22/2024	BANK OF AMERICA	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
44110	COMM	63873JDN7	Redemption	04/22/2024	04/22/2024	BANK OF AMERICA	NATIXIS NY		50,000,000.00		**50,000,000.00**
44111	COMM	313384VX4	Redemption	04/22/2024	04/22/2024	BARCLAYS CAPITAL	FHLB NOTES		250,000,000.00		**250,000,000.00**
44112	COMM	313384VX4	Redemption	04/22/2024	04/22/2024	MIZUHO	FHLB NOTES		150,000,000.00		**150,000,000.00**

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Investment #	Fund	CUSIP	TransactionType	TransactionDate	MaturityDate	Dealer	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
40489	COMM	3135G03U5	Interest	04/22/2024	04/22/2025	KEYBANC CAPITAL	FNMA NOTES			21,875.00	**21,875.00**
40657	COMM	3134GWZR0	Interest	04/22/2024	10/21/2024	INCAPITAL LLC	FHLMC NOTES			17,540.00	**17,540.00**
43099	COMM	571676AT2	Interest	04/22/2024	04/20/2028	JPMorganChase	MARS INC			455,000.00	**455,000.00**
43599	COMM	06051GHW2	Interest	04/22/2024	10/22/2025	JPMorganChase	BANK OF AMERICA			522,550.84	**522,550.84**
43599	COMM	06051GHW2	Accr Int	04/22/2024	10/22/2025	JPMorganChase	BANK OF AMERICA		87,091.81	-87,091.81	**0.00**
40965	COMM	43813GAC5	Interest	04/22/2024	04/21/2025	JPMorganChase	HONDA AUTO			172.50	**172.50**
40965	COMM	43813GAC5	Redemption	04/22/2024	04/21/2025	JPMorganChase	HONDA AUTO		379,780.20		**379,780.20**
41554	COMM	43815GAC3	Interest	04/22/2024	01/21/2026	MERRILL LYNCH	HONDA AUTO			5,578.38	**5,578.38**
41554	COMM	43815GAC3	Redemption	04/22/2024	01/21/2026	MERRILL LYNCH	HONDA AUTO		685,428.42		**685,428.42**
41867	COMM	89238LAC4	Interest	04/22/2024	02/20/2025	MERRILL LYNCH	TOYOTA LEASE			7,904.53	**7,904.53**
41867	COMM	89238LAC4	Redemption	04/22/2024	02/20/2025	MERRILL LYNCH	TOYOTA LEASE		2,238,034.76		**2,238,034.76**
42119	COMM	23292GAC7	Interest	04/22/2024	01/21/2025	BARCLAYS CAPITAL	DLLST LLC			10,552.40	**10,552.40**
42119	COMM	23292GAC7	Redemption	04/22/2024	01/21/2025	BARCLAYS CAPITAL	DLLST LLC		987,124.84		**987,124.84**
42152	COMM	36266FAC3	Interest	04/22/2024	06/20/2025	BMO CAPITAL	GM FIN'CL AUTO			21,115.34	**21,115.34**
42152	COMM	36266FAC3	Redemption	04/22/2024	06/20/2025	BMO CAPITAL	GM FIN'CL AUTO		2,488,866.66		**2,488,866.66**
42950	COMM	43815JAC7	Interest	04/22/2024	04/21/2027	CITIGROUP GLOBAL	HONDA AUTO			54,600.00	**54,600.00**
42950	COMM	43815JAC7	Redemption	04/22/2024	04/21/2027	CITIGROUP GLOBAL	HONDA AUTO		355,388.25		**355,388.25**
43090	COMM	89239MAC1	Interest	04/22/2024	04/20/2026	BARCLAYS CAPITAL	TOYOTA LEASE			90,383.33	**90,383.33**
43090	COMM	89239MAC1	Redemption	04/22/2024	04/20/2026	BARCLAYS CAPITAL	TOYOTA LEASE		880,031.21		**880,031.21**
43120	COMM	92348KBL6	Interest	04/22/2024	04/20/2028	MERRILL LYNCH	VERIZON MASTER			163,000.00	**163,000.00**
43120	COMM	92348KBL6	Redemption	04/22/2024	04/20/2028	MERRILL LYNCH	VERIZON MASTER		818,579.60		**818,579.60**
43248	COMM	92867WAB4	Interest	04/22/2024	12/21/2026	MERRILL LYNCH	VOLKSWAGEN			63,099.44	**63,099.44**
43248	COMM	92867WAB4	Redemption	04/22/2024	12/21/2026	MERRILL LYNCH	VOLKSWAGEN		1,046,010.49		**1,046,010.49**
43336	COMM	88167PAC2	Interest	04/22/2024	06/22/2026	DEUTSCHE BANK	TESLA AUTO LEASE			19,633.33	**19,633.33**
43336	COMM	88167PAC2	Redemption	04/22/2024	06/22/2026	DEUTSCHE BANK	TESLA AUTO LEASE		139,453.77		**139,453.77**
43457	COMM	92867UAB8	Interest	04/22/2024	01/20/2026	BARCLAYS CAPITAL	VOLKSWAGEN			152,750.55	**152,750.55**
43457	COMM	92867UAB8	Redemption	04/22/2024	01/20/2026	BARCLAYS CAPITAL	VOLKSWAGEN		1,653,167.22		**1,653,167.22**
43617	COMM	438123AB7	Interest	04/22/2024	06/22/2026	JPMorganChase	HONDA AUTO			141,858.34	**141,858.34**
43617	COMM	438123AB7	Redemption	04/22/2024	06/22/2026	JPMorganChase	HONDA AUTO		992,321.22		**992,321.22**
43771	COMM	92348KCL5	Interest	04/22/2024	12/20/2028	BANK OF AMERICA	VERIZON MASTER			72,916.67	**72,916.67**
43771	COMM	92348KCL5	Redemption	04/22/2024	12/20/2028	BANK OF AMERICA	VERIZON MASTER		281,266.27		**281,266.27**
44096	COMM	02582JKH2	Purchase	04/23/2024	04/16/2029	BARCLAYS CAPITAL	AMERICAN	44,990,775.00			**-44,990,775.00**
44120	COMM	16536HDQ1	Purchase	04/23/2024	04/24/2024	BANK OF AMERICA	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
44102	COMM	3133ERCH2	Purchase	04/23/2024	04/23/2027	LOOP CAPITAL	FFCB NOTES	50,000,000.00			**-50,000,000.00**
44122	COMM	313384VZ9	Purchase	04/23/2024	04/24/2024	BARCLAYS CAPITAL	FHLB NOTES	249,963,263.90			**-249,963,263.90**
44123	COMM	313384VZ9	Purchase	04/23/2024	04/24/2024	BARCLAYS CAPITAL	FHLB NOTES	149,977,959.00			**-149,977,959.00**
44124	COMM	313384F79	Purchase	04/23/2024	09/13/2024	DEUTSCHE BANK	FHLB NOTES	73,459,770.84			**-73,459,770.84**
44119	COMM	5148X0DQ5	Purchase	04/23/2024	04/24/2024	BANK OF AMERICA	LANDES	124,981,562.50			**-124,981,562.50**
44121	COMM	63873JDQ0	Purchase	04/23/2024	04/24/2024	BANK OF AMERICA	NATIXIS NY	49,992,638.89			**-49,992,638.89**
44113	COMM	5148X0DP7	Redemption	04/23/2024	04/23/2024	BANK OF AMERICA	LANDES		125,000,000.00		**125,000,000.00**
44114	COMM	16536HDP3	Redemption	04/23/2024	04/23/2024	BANK OF AMERICA	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**

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44115	COMM	63873JDP2	Redemption	04/23/2024	04/23/2024	BANK OF AMERICA	NATIXIS NY		50,000,000.00		**50,000,000.00**
44116	COMM	313384VY2	Redemption	04/23/2024	04/23/2024	BARCLAYS CAPITAL	FHLB NOTES		250,000,000.00		**250,000,000.00**
44117	COMM	313384VY2	Redemption	04/23/2024	04/23/2024	MIZUHO	FHLB NOTES		150,000,000.00		**150,000,000.00**
41103	COMM	637639AB1	Interest	04/23/2024	04/23/2025	KEYBANC CAPITAL	NATIONAL SECS			37,500.00	**37,500.00**
43527	COMM	61761JVL0	Interest	04/23/2024	10/23/2024	BOK FINANCIAL	MORGAN STANLEY			491,637.50	**491,637.50**
43534	COMM	61761JVL0	Interest	04/23/2024	10/23/2024	BOK FINANCIAL	MORGAN STANLEY			185,000.00	**185,000.00**
43534	COMM	61761JVL0	Accr Int	04/23/2024	10/23/2024	BOK FINANCIAL	MORGAN STANLEY		1,027.78	-1,027.78	**0.00**
44126	COMM	16536HDR9	Purchase	04/24/2024	04/25/2024	BANK OF AMERICA	CHESHAM FINANCE	74,988,895.50			**-74,988,895.50**
44128	COMM	313384WA3	Purchase	04/24/2024	04/25/2024	BARCLAYS CAPITAL	FHLB NOTES	249,963,263.90			**-249,963,263.90**
44129	COMM	313384WA3	Purchase	04/24/2024	04/25/2024	MIZUHO	FHLB NOTES	149,977,959.00			**-149,977,959.00**
44125	COMM	5148X0DR3	Purchase	04/24/2024	04/25/2024	BANK OF AMERICA	LANDES	124,981,562.50			**-124,981,562.50**
44127	COMM	63873JDR8	Purchase	04/24/2024	04/25/2024	BANK OF AMERICA	NATIXIS NY	49,992,638.89			**-49,992,638.89**
44119	COMM	5148X0DQ5	Redemption	04/24/2024	04/24/2024	BANK OF AMERICA	LANDES		125,000,000.00		**125,000,000.00**
44120	COMM	16536HDQ1	Redemption	04/24/2024	04/24/2024	BANK OF AMERICA	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
44121	COMM	63873JDQ0	Redemption	04/24/2024	04/24/2024	BANK OF AMERICA	NATIXIS NY		50,000,000.00		**50,000,000.00**
44122	COMM	313384VZ9	Redemption	04/24/2024	04/24/2024	BARCLAYS CAPITAL	FHLB NOTES		250,000,000.00		**250,000,000.00**
44123	COMM	313384VZ9	Redemption	04/24/2024	04/24/2024	BARCLAYS CAPITAL	FHLB NOTES		150,000,000.00		**150,000,000.00**
44131	COMM	16536HDS7	Purchase	04/25/2024	04/26/2024	BANK OF AMERICA	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
44133	COMM	313384WB1	Purchase	04/25/2024	04/26/2024	BARCLAYS CAPITAL	FHLB NOTES	249,963,263.90			**-249,963,263.90**
44134	COMM	313384WB1	Purchase	04/25/2024	04/26/2024	MIZUHO	FHLB NOTES	149,977,959.00			**-149,977,959.00**
44130	COMM	5148X0DS1	Purchase	04/25/2024	04/26/2024	BANK OF AMERICA	LANDES	124,981,562.50			**-124,981,562.50**
44132	COMM	63873JDS6	Purchase	04/25/2024	04/26/2024	BANK OF AMERICA	NATIXIS NY	49,992,638.89			**-49,992,638.89**
44125	COMM	5148X0DR3	Redemption	04/25/2024	04/25/2024	BANK OF AMERICA	LANDES		125,000,000.00		**125,000,000.00**
44126	COMM	16536HDR9	Redemption	04/25/2024	04/25/2024	BANK OF AMERICA	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
44127	COMM	63873JDR8	Redemption	04/25/2024	04/25/2024	BANK OF AMERICA	NATIXIS NY		50,000,000.00		**50,000,000.00**
44128	COMM	313384WA3	Redemption	04/25/2024	04/25/2024	BARCLAYS CAPITAL	FHLB NOTES		250,000,000.00		**250,000,000.00**
44129	COMM	313384WA3	Redemption	04/25/2024	04/25/2024	MIZUHO	FHLB NOTES		150,000,000.00		**150,000,000.00**
43119	COMM	3133EPGW9	Interest	04/25/2024	04/25/2028	Daiwa Capital Market	FFCB NOTES			775,000.00	**775,000.00**
39654	COMM	3137BP4J5	Interest	04/25/2024	03/25/2026	KEYBANC CAPITAL	FHLMC			15,635.39	**15,635.39**
39654	COMM	3137BP4J5	Redemption	04/25/2024	03/25/2026	KEYBANC CAPITAL	FHLMC		296,738.24		**296,738.24**
40390	COMM	3137BHCY1	Interest	04/25/2024	01/25/2025	BOK FINANCIAL	FHLMC			19,995.65	**19,995.65**
40390	COMM	3137BHCY1	Redemption	04/25/2024	01/25/2025	BOK FINANCIAL	FHLMC		16,096.16		**16,096.16**
40511	COMM	3136AXVB8	Interest	04/25/2024	07/25/2024	BOK FINANCIAL	FNMA			16,535.92	**16,535.92**
40511	COMM	3136AXVB8	Redemption	04/25/2024	07/25/2024	BOK FINANCIAL	FNMA		1,741,394.76		**1,741,394.76**
40526	COMM	3137BSP64	Interest	04/25/2024	07/25/2026	BOK FINANCIAL	FHLMC			16,522.08	**16,522.08**
40526	COMM	3137BSP64	Redemption	04/25/2024	07/25/2026	BOK FINANCIAL	FHLMC		244,821.40		**244,821.40**
40539	COMM	3137BKGH7	Interest	04/25/2024	07/25/2025	BOK FINANCIAL	FHLMC			1,745.70	**1,745.70**
40539	COMM	3137BKGH7	Redemption	04/25/2024	07/25/2025	BOK FINANCIAL	FHLMC		125,441.52		**125,441.52**
40541	COMM	3138L7CU8	Interest	04/25/2024	07/01/2024	BOK FINANCIAL	FNMA			46,229.28	**46,229.28**
40541	COMM	3138L7CU8	Redemption	04/25/2024	07/01/2024	BOK FINANCIAL	FNMA		42,380.86		**42,380.86**
40630	COMM	3138LJWY2	Interest	04/25/2024	10/01/2025	BOK FINANCIAL	FHLMC			29,884.33	**29,884.33**

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Investment #	Fund	CUSIP	TransactionType	TransactionDate	MaturityDate	Dealer	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
40630	COMM	3138LJWY2	Redemption	04/25/2024	10/01/2025	BOK FINANCIAL	FHLMC		24,734.10		**24,734.10**
40638	COMM	3137BYLE8	Interest	04/25/2024	10/25/2025	BOK FINANCIAL	FHLMC			14,962.50	**14,962.50**
40638	COMM	3137BYLE8	Redemption	04/25/2024	10/25/2025	BOK FINANCIAL	FHLMC				**0.00**
40743	COMM	3136AY6S7	Interest	04/25/2024	11/25/2024	BOK FINANCIAL	FNMA			25,294.83	**25,294.83**
40743	COMM	3136AY6S7	Redemption	04/25/2024	11/25/2024	BOK FINANCIAL	FNMA		3,799.75		**3,799.75**
40784	COMM	3137F72W4	Interest	04/25/2024	09/25/2029	JPMorganChase	FHLMC			9,492.14	**9,492.14**
40784	COMM	3137F72W4	Redemption	04/25/2024	09/25/2029	JPMorganChase	FHLMC		657.98		**657.98**
40812	COMM	3132XFFH6	Interest	04/25/2024	10/01/2025	BOK FINANCIAL	FHLMC			29,837.50	**29,837.50**
40812	COMM	3132XFFH6	Redemption	04/25/2024	10/01/2025	BOK FINANCIAL	FHLMC		2,593,001.15		**2,593,001.15**
40905	COMM	3138LEC33	Interest	04/25/2024	07/01/2026	BOK FINANCIAL	FNMA			19,523.37	**19,523.37**
40905	COMM	3138LEC33	Redemption	04/25/2024	07/01/2026	BOK FINANCIAL	FNMA		15,051.50		**15,051.50**
40976	COMM	3137FATE8	Interest	04/25/2024	08/25/2024	JPMorganChase	FHLMC			74,550.00	**74,550.00**
40976	COMM	3137FATE8	Redemption	04/25/2024	08/25/2024	JPMorganChase	FHLMC		5,507,773.47		**5,507,773.47**
40983	COMM	3137FF3W5	Interest	04/25/2024	09/25/2027	LOOP CAPITAL	FHLMC			1,581.85	**1,581.85**
40983	COMM	3137FF3W5	Redemption	04/25/2024	09/25/2027	LOOP CAPITAL	FHLMC		65,960.47		**65,960.47**
41131	COMM	3137BYLE8	Interest	04/25/2024	10/25/2025	BOK FINANCIAL	FHLMC			11,250.00	**11,250.00**
41131	COMM	3137BYLE8	Redemption	04/25/2024	10/25/2025	BOK FINANCIAL	FHLMC		291,034.21		**291,034.21**
41133	COMM	3137FYZG4	Interest	04/25/2024	06/25/2027	JPMorganChase	FHLMC			4,915.27	**4,915.27**
41133	COMM	3137FYZG4	Redemption	04/25/2024	06/25/2027	JPMorganChase	FHLMC		16,821.98		**16,821.98**
41164	COMM	3137FPJ55	Interest	04/25/2024	07/25/2027	INCAPITAL LLC	FHLMC			34,838.67	**34,838.67**
41164	COMM	3137FPJ55	Redemption	04/25/2024	07/25/2027	INCAPITAL LLC	FHLMC		18,867.19		**18,867.19**
41192	COMM	3137FBAB2	Interest	04/25/2024	08/25/2027	INCAPITAL LLC	FHLMC			17,569.18	**17,569.18**
41192	COMM	3137FBAB2	Redemption	04/25/2024	08/25/2027	INCAPITAL LLC	FHLMC		156,418.50		**156,418.50**
41222	COMM	3137H14A1	Interest	04/25/2024	01/25/2028	JPMorganChase	FHLMC			11,970.16	**11,970.16**
41222	COMM	3137H14A1	Redemption	04/25/2024	01/25/2028	JPMorganChase	FHLMC		197,092.52		**197,092.52**
41228	COMM	3136AUG21	Interest	04/25/2024	10/25/2026	BOK FINANCIAL	FNMA			37,919.09	**37,919.09**
41228	COMM	3136AUG21	Redemption	04/25/2024	10/25/2026	BOK FINANCIAL	FNMA		26,906.50		**26,906.50**
41319	COMM	3132XFD47	Interest	04/25/2024	11/01/2026	BOK FINANCIAL	FHLMC			27,125.00	**27,125.00**
41319	COMM	3132XFD47	Redemption	04/25/2024	11/01/2026	BOK FINANCIAL	FHLMC		555,845.18		**555,845.18**
41491	COMM	3138LNKZ3	Interest	04/25/2024	06/01/2025	BOK FINANCIAL	FNMA			7,520.45	**7,520.45**
41491	COMM	3138LNKZ3	Redemption	04/25/2024	06/01/2025	BOK FINANCIAL	FNMA		3,728.21		**3,728.21**
41524	COMM	3133LJAN1	Interest	04/25/2024	11/01/2031	INCAPITAL LLC	FHLMC SINGLE			13,172.08	**13,172.08**
41524	COMM	3133LJAN1	Redemption	04/25/2024	11/01/2031	INCAPITAL LLC	FHLMC SINGLE		146,377.48		**146,377.48**
41525	COMM	3140QMQJ6	Interest	04/25/2024	11/01/2031	INCAPITAL LLC	FNMA SINGLE			12,137.31	**12,137.31**
41525	COMM	3140QMQJ6	Redemption	04/25/2024	11/01/2031	INCAPITAL LLC	FNMA SINGLE		145,272.15		**145,272.15**
41526	COMM	3140XDHF6	Interest	04/25/2024	09/01/2031	INCAPITAL LLC	FNMA SINGLE			21,763.10	**21,763.10**
41526	COMM	3140XDHF6	Redemption	04/25/2024	09/01/2031	INCAPITAL LLC	FNMA SINGLE		244,240.84		**244,240.84**
41675	COMM	3133LPUA3	Interest	04/25/2024	01/01/2032	INCAPITAL LLC	FHLMC SINGLE			19,468.16	**19,468.16**
41675	COMM	3133LPUA3	Redemption	04/25/2024	01/01/2032	INCAPITAL LLC	FHLMC SINGLE		224,547.62		**224,547.62**
41676	COMM	31418EAD2	Interest	04/25/2024	12/01/2031	INCAPITAL LLC	FNMA SINGLE			17,183.48	**17,183.48**
41676	COMM	31418EAD2	Redemption	04/25/2024	12/01/2031	INCAPITAL LLC	FNMA SINGLE		223,171.80		**223,171.80**

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41791	COMM	3137FQ3Y7	Interest	04/25/2024	07/25/2029	INCAPITAL LLC	FHLMC			33,039.54	**33,039.54**
41791	COMM	3137FQ3Y7	Redemption	04/25/2024	07/25/2029	INCAPITAL LLC	FHLMC		95,631.80		**95,631.80**
41803	COMM	3137BEVH4	Interest	04/25/2024	09/25/2024	INCAPITAL LLC	FHLMC			34,705.70	**34,705.70**
41803	COMM	3137BEVH4	Redemption	04/25/2024	09/25/2024	INCAPITAL LLC	FHLMC		443,390.92		**443,390.92**
41854	COMM	3138LDLP6	Interest	04/25/2024	04/01/2026	BOK FINANCIAL	FNMA			24,676.21	**24,676.21**
41854	COMM	3138LDLP6	Redemption	04/25/2024	04/01/2026	BOK FINANCIAL	FNMA		16,914.81		**16,914.81**
41892	COMM	3137H6LT0	Interest	04/25/2024	03/25/2027	JPMorganChase	FHLMC			36,671.17	**36,671.17**
41892	COMM	3137H6LT0	Redemption	04/25/2024	03/25/2027	JPMorganChase	FHLMC		65,663.68		**65,663.68**
42039	COMM	3138LCT54	Interest	04/25/2024	01/01/2026	JPMorganChase	FNMA			93,430.56	**93,430.56**
42039	COMM	3138LCT54	Redemption	04/25/2024	01/01/2026	JPMorganChase	FNMA		1,729,901.84		**1,729,901.84**
42046	COMM	3137H73W1	Interest	04/25/2024	04/25/2027	MERRILL LYNCH	FHLMC			41,541.70	**41,541.70**
42046	COMM	3137H73W1	Redemption	04/25/2024	04/25/2027	MERRILL LYNCH	FHLMC		34,593.90		**34,593.90**
42093	COMM	3137F1G44	Interest	04/25/2024	04/25/2027	JPMorganChase	FHLMC			94,587.50	**94,587.50**
42093	COMM	3137F1G44	Redemption	04/25/2024	04/25/2027	JPMorganChase	FHLMC		1,061,045.12		**1,061,045.12**
42099	COMM	3137BXQY1	Interest	04/25/2024	03/25/2027	JPMorganChase	FHLMC			107,466.68	**107,466.68**
42099	COMM	3137BXQY1	Redemption	04/25/2024	03/25/2027	JPMorganChase	FHLMC		1,239,338.92		**1,239,338.92**
42110	COMM	3137F2LJ3	Interest	04/25/2024	06/25/2027	BOK FINANCIAL	FHLMC			90,912.50	**90,912.50**
42110	COMM	3137F2LJ3	Redemption	04/25/2024	06/25/2027	BOK FINANCIAL	FHLMC		1,006,250.61		**1,006,250.61**
42111	COMM	3138LDYK3	Interest	04/25/2024	07/01/2026	BOK FINANCIAL	FNMA NOTES			83,283.88	**83,283.88**
42111	COMM	3138LDYK3	Redemption	04/25/2024	07/01/2026	BOK FINANCIAL	FNMA NOTES		86,356.35		**86,356.35**
42112	COMM	3138LFUJ5	Interest	04/25/2024	10/01/2026	JPMorganChase	FNMA			42,538.89	**42,538.89**
42112	COMM	3138LFUJ5	Redemption	04/25/2024	10/01/2026	JPMorganChase	FNMA		706,749.68		**706,749.68**
42120	COMM	3136AK2F9	Interest	04/25/2024	08/25/2026	BOK FINANCIAL	FNMA			108,503.51	**108,503.51**
42120	COMM	3136AK2F9	Redemption	04/25/2024	08/25/2026	BOK FINANCIAL	FNMA		69,674.86		**69,674.86**
42133	COMM	3138LD5W9	Interest	04/25/2024	06/01/2026	BOK FINANCIAL	FNMA			32,812.50	**32,812.50**
42133	COMM	3138LD5W9	Redemption	04/25/2024	06/01/2026	BOK FINANCIAL	FNMA		599,697.12		**599,697.12**
42137	COMM	3138LD5W9	Interest	04/25/2024	06/01/2026	BOK FINANCIAL	FNMA			32,812.50	**32,812.50**
42137	COMM	3138LD5W9	Redemption	04/25/2024	06/01/2026	BOK FINANCIAL	FNMA				**0.00**
42150	COMM	3137F1G44	Interest	04/25/2024	04/25/2027	BOK FINANCIAL	FHLMC			54,050.00	**54,050.00**
42150	COMM	3137F1G44	Redemption	04/25/2024	04/25/2027	BOK FINANCIAL	FHLMC				**0.00**
42151	COMM	3138LEC82	Interest	04/25/2024	07/01/2026	JPMorganChase	FNMA			44,261.11	**44,261.11**
42151	COMM	3138LEC82	Redemption	04/25/2024	07/01/2026	JPMorganChase	FNMA		773,682.55		**773,682.55**
42183	COMM	05602RAD3	Interest	04/25/2024	08/25/2026	ROYAL BANK OF	BMW VEHICLE			29,744.86	**29,744.86**
42183	COMM	05602RAD3	Redemption	04/25/2024	08/25/2026	ROYAL BANK OF	BMW VEHICLE		815,669.82		**815,669.82**
42187	COMM	3137F4CY6	Interest	04/25/2024	09/25/2024	JPMorganChase	FHLMC			51,710.28	**51,710.28**
42187	COMM	3137F4CY6	Redemption	04/25/2024	09/25/2024	JPMorganChase	FHLMC		10,464.25		**10,464.25**
42188	COMM	3140HV6S8	Interest	04/25/2024	11/01/2026	JPMorganChase	FNMA			56,575.00	**56,575.00**
42188	COMM	3140HV6S8	Redemption	04/25/2024	11/01/2026	JPMorganChase	FNMA		1,024,051.99		**1,024,051.99**
42205	COMM	3137FMD25	Interest	04/25/2024	04/25/2026	JPMorganChase	FHLMC			47,772.91	**47,772.91**
42205	COMM	3137FMD25	Redemption	04/25/2024	04/25/2026	JPMorganChase	FHLMC		836,341.50		**836,341.50**
42234	COMM	3138LD5W9	Interest	04/25/2024	06/01/2026	JPMorganChase	FNMA			17,500.00	**17,500.00**

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Investment #	Fund	CUSIP	TransactionType	TransactionDate	MaturityDate	Dealer	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
42234	COMM	3138LD5W9	Redemption	04/25/2024	06/01/2026	JPMorganChase	FNMA				**0.00**
42757	COMM	3137FBAJ5	Interest	04/25/2024	08/25/2027	BOK FINANCIAL	FHLMC			29,255.59	**29,255.59**
42757	COMM	3137FBAJ5	Redemption	04/25/2024	08/25/2027	BOK FINANCIAL	FHLMC		282,035.22		**282,035.22**
42758	COMM	3138L5FA3	Interest	04/25/2024	12/01/2025	BOK FINANCIAL	FNMA			28,676.74	**28,676.74**
42758	COMM	3138L5FA3	Redemption	04/25/2024	12/01/2025	BOK FINANCIAL	FNMA		14,960.00		**14,960.00**
42764	COMM	3137BYLD0	Interest	04/25/2024	02/25/2027	BOK FINANCIAL	FHLMC			54,800.00	**54,800.00**
42764	COMM	3137BYLD0	Redemption	04/25/2024	02/25/2027	BOK FINANCIAL	FHLMC		605,528.57		**605,528.57**
42786	COMM	3137F4X23	Interest	04/25/2024	02/25/2025	BOK FINANCIAL	FHLMC			21,900.00	**21,900.00**
42786	COMM	3137F4X23	Redemption	04/25/2024	02/25/2025	BOK FINANCIAL	FHLMC		617,847.37		**617,847.37**
42878	COMM	3138LCT54-A	Interest	04/25/2024	01/01/2026	BOK FINANCIAL	FNMA			26,694.44	**26,694.44**
42878	COMM	3138LCT54-A	Redemption	04/25/2024	01/01/2026	BOK FINANCIAL	FNMA		477,900.17		**477,900.17**
42910	COMM	3138LECC3	Interest	04/25/2024	07/01/2026	BOK FINANCIAL	FNMA NOTES			83,355.56	**83,355.56**
42910	COMM	3138LECC3	Redemption	04/25/2024	07/01/2026	BOK FINANCIAL	FNMA NOTES		1,502,060.85		**1,502,060.85**
42927	COMM	05593AAC3	Interest	04/25/2024	11/25/2025	MERRILL LYNCH	BMW VEHICLE			22,575.00	**22,575.00**
42927	COMM	05593AAC3	Redemption	04/25/2024	11/25/2025	MERRILL LYNCH	BMW VEHICLE		263,746.15		**263,746.15**
42931	COMM	3132CW3F9	Interest	04/25/2024	12/01/2027	MERRILL LYNCH	FHLMC			43,738.53	**43,738.53**
42931	COMM	3132CW3F9	Redemption	04/25/2024	12/01/2027	MERRILL LYNCH	FHLMC		775,778.87		**775,778.87**
42949	COMM	3132XGQ74	Interest	04/25/2024	11/01/2027	BOK FINANCIAL	FHLMC			142,639.27	**142,639.27**
42949	COMM	3132XGQ74	Redemption	04/25/2024	11/01/2027	BOK FINANCIAL	FHLMC		54,057.15		**54,057.15**
43042	COMM	3136AMMF3	Interest	04/25/2024	12/25/2024	KEYBANC CAPITAL	FNMA			48,538.80	**48,538.80**
43042	COMM	3136AMMF3	Redemption	04/25/2024	12/25/2024	KEYBANC CAPITAL	FNMA		34,377.40		**34,377.40**
43054	COMM	3137FEZT0	Interest	04/25/2024	12/25/2027	BOK FINANCIAL	FHLMC			84,981.70	**84,981.70**
43054	COMM	3137FEZT0	Redemption	04/25/2024	12/25/2027	BOK FINANCIAL	FHLMC		519,704.25		**519,704.25**
43080	COMM	3132XFLM8	Interest	04/25/2024	02/01/2028	BOK FINANCIAL	FHLMC			115,378.55	**115,378.55**
43080	COMM	3132XFLM8	Redemption	04/25/2024	02/01/2028	BOK FINANCIAL	FHLMC		671,447.70		**671,447.70**
43098	COMM	3140LJKS4	Interest	04/25/2024	01/01/2028	BOK FINANCIAL	FNMA			91,007.96	**91,007.96**
43098	COMM	3140LJKS4	Redemption	04/25/2024	01/01/2028	BOK FINANCIAL	FNMA		521,770.22		**521,770.22**
43105	COMM	30322KAE3	Interest	04/25/2024	07/25/2026	KEYBANC CAPITAL	FREDDIE MAC			19,153.50	**19,153.50**
43105	COMM	30322KAE3	Redemption	04/25/2024	07/25/2026	KEYBANC CAPITAL	FREDDIE MAC		45,096.09		**45,096.09**
43145	COMM	3140LJJN7	Interest	04/25/2024	01/01/2028	BOK FINANCIAL	FNMA			116,043.18	**116,043.18**
43145	COMM	3140LJJN7	Redemption	04/25/2024	01/01/2028	BOK FINANCIAL	FNMA		688,807.56		**688,807.56**
43162	COMM	3140LHFC9	Interest	04/25/2024	09/01/2027	BOK FINANCIAL	FNMA			75,993.06	**75,993.06**
43162	COMM	3140LHFC9	Redemption	04/25/2024	09/01/2027	BOK FINANCIAL	FNMA		624,498.17		**624,498.17**
43200	COMM	3140LJS23	Interest	04/25/2024	02/01/2028	BOK FINANCIAL	FNMA			89,770.83	**89,770.83**
43200	COMM	3140LJS23	Redemption	04/25/2024	02/01/2028	BOK FINANCIAL	FNMA		541,181.27		**541,181.27**
43243	COMM	3137FHQ22	Interest	04/25/2024	07/25/2025	BOK FINANCIAL	FHLMC			35,695.90	**35,695.90**
43243	COMM	3137FHQ22	Redemption	04/25/2024	07/25/2025	BOK FINANCIAL	FHLMC		12,925.27		**12,925.27**
43268	COMM	3140LJX68	Interest	04/25/2024	06/01/2028	BOK FINANCIAL	FNMA			85,468.46	**85,468.46**
43268	COMM	3140LJX68	Redemption	04/25/2024	06/01/2028	BOK FINANCIAL	FNMA		455,054.93		**455,054.93**
43391	COMM	3137FJXQ7	Interest	04/25/2024	08/25/2025	KEYBANC CAPITAL	FHLMC			73,241.28	**73,241.28**
43391	COMM	3137FJXQ7	Redemption	04/25/2024	08/25/2025	KEYBANC CAPITAL	FHLMC		10,705.50		**10,705.50**

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Investment #	Fund	CUSIP	TransactionType	TransactionDate	MaturityDate	Dealer	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
43504	COMM	055979AB4	Interest	04/25/2024	08/25/2025	JPMorganChase	BMW VEHICLE			67,614.23	**67,614.23**
43504	COMM	055979AB4	Redemption	04/25/2024	08/25/2025	JPMorganChase	BMW VEHICLE		1,550,517.95		**1,550,517.95**
43563	COMM	3140LLCB5	Interest	04/25/2024	07/01/2028	BOK FINANCIAL	FNMA			89,619.91	**89,619.91**
43563	COMM	3140LLCB5	Redemption	04/25/2024	07/01/2028	BOK FINANCIAL	FNMA		407,315.45		**407,315.45**
43597	COMM	3132XGW51	Interest	04/25/2024	07/01/2028	BOK FINANCIAL	FHLMC			53,791.87	**53,791.87**
43597	COMM	3132XGW51	Redemption	04/25/2024	07/01/2028	BOK FINANCIAL	FHLMC		257,964.96		**257,964.96**
43628	COMM	3137BLVK1	Interest	04/25/2024	07/25/2025	JPMorganChase	FHLMC			66,215.01	**66,215.01**
43628	COMM	3137BLVK1	Redemption	04/25/2024	07/25/2025	JPMorganChase	FHLMC		1,535,934.73		**1,535,934.73**
43629	COMM	3132XGVS2	Interest	04/25/2024	06/01/2028	BOK FINANCIAL	FREDDIE MAC			119,787.10	**119,787.10**
43629	COMM	3132XGVS2	Redemption	04/25/2024	06/01/2028	BOK FINANCIAL	FREDDIE MAC		502,317.95		**502,317.95**
43636	COMM	3137HB3G7	Interest	04/25/2024	10/25/2028	BANK OF AMERICA	FHLMC			85,050.00	**85,050.00**
43636	COMM	3137HB3G7	Redemption	04/25/2024	10/25/2028	BANK OF AMERICA	FHLMC		347,662.53		**347,662.53**
43889	COMM	3132XFND6	Interest	04/25/2024	08/01/2028	BOK FINANCIAL	FHLMC			177,070.27	**177,070.27**
43889	COMM	3132XFND6	Redemption	04/25/2024	08/01/2028	BOK FINANCIAL	FHLMC		719,811.49		**719,811.49**
44136	COMM	16536HDV0	Purchase	04/26/2024	04/29/2024	BANK OF AMERICA	CHESHAM FINANCE	74,966,687.50			**-74,966,687.50**
44138	COMM	313384WE5	Purchase	04/26/2024	04/29/2024	BARCLAYS CAPITAL	FHLB NOTES	249,890,208.35			**-249,890,208.35**
44139	COMM	313384WE5	Purchase	04/26/2024	04/29/2024	MIZUHO	FHLB NOTES	149,934,124.50			**-149,934,124.50**
44135	COMM	5148X0DV4	Purchase	04/26/2024	04/29/2024	BANK OF AMERICA	LANDES	124,944,687.50			**-124,944,687.50**
44137	COMM	63873JDV9	Purchase	04/26/2024	04/29/2024	BANK OF AMERICA	NATIXIS NY	49,977,916.67			**-49,977,916.67**
41104	COMM	64952WEB5	Redemption	04/26/2024	04/26/2024	CITIGROUP GLOBAL	NEW YORK LIFE		30,000,000.00		**30,000,000.00**
43623	COMM	19121ADS7	Redemption	04/26/2024	04/26/2024	Academy Securities	COCA-COLA CO		50,000,000.00		**50,000,000.00**
44130	COMM	5148X0DS1	Redemption	04/26/2024	04/26/2024	BANK OF AMERICA	LANDES		125,000,000.00		**125,000,000.00**
44131	COMM	16536HDS7	Redemption	04/26/2024	04/26/2024	BANK OF AMERICA	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
44132	COMM	63873JDS6	Redemption	04/26/2024	04/26/2024	BANK OF AMERICA	NATIXIS NY		50,000,000.00		**50,000,000.00**
44133	COMM	313384WB1	Redemption	04/26/2024	04/26/2024	BARCLAYS CAPITAL	FHLB NOTES		250,000,000.00		**250,000,000.00**
44134	COMM	313384WB1	Redemption	04/26/2024	04/26/2024	MIZUHO	FHLB NOTES		150,000,000.00		**150,000,000.00**
41104	COMM	64952WEB5	Interest	04/26/2024	04/26/2024	CITIGROUP GLOBAL	NEW YORK LIFE			82,500.00	**82,500.00**
43125	COMM	06406RBQ9	Interest	04/26/2024	04/26/2027	ROYAL BANK OF	BANK OF NEW			371,025.00	**371,025.00**
44141	COMM	16536HDW8	Purchase	04/29/2024	04/30/2024	BANK OF AMERICA	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
44143	COMM	313384WF2	Purchase	04/29/2024	04/30/2024	BARCLAYS CAPITAL	FHLB NOTES	249,963,402.80			**-249,963,402.80**
44144	COMM	313384WF2	Purchase	04/29/2024	04/30/2024	MIZUHO	FHLB NOTES	149,978,041.50			**-149,978,041.50**
44140	COMM	5148X0DW2	Purchase	04/29/2024	04/30/2024	BANK OF AMERICA	LANDES	124,981,562.50			**-124,981,562.50**
44142	COMM	63873JDW7	Purchase	04/29/2024	04/30/2024	BANK OF AMERICA	NATIXIS NY	49,992,638.89			**-49,992,638.89**
44135	COMM	5148X0DV4	Redemption	04/29/2024	04/29/2024	BANK OF AMERICA	LANDES		125,000,000.00		**125,000,000.00**
44136	COMM	16536HDV0	Redemption	04/29/2024	04/29/2024	BANK OF AMERICA	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
44137	COMM	63873JDV9	Redemption	04/29/2024	04/29/2024	BANK OF AMERICA	NATIXIS NY		50,000,000.00		**50,000,000.00**
44138	COMM	313384WE5	Redemption	04/29/2024	04/29/2024	BARCLAYS CAPITAL	FHLB NOTES		250,000,000.00		**250,000,000.00**
44139	COMM	313384WE5	Redemption	04/29/2024	04/29/2024	MIZUHO	FHLB NOTES		150,000,000.00		**150,000,000.00**
40688	COMM	459058JL8	Interest	04/29/2024	10/28/2025	BARCLAYS CAPITAL	INTL BANK RECON &			6,250.00	**6,250.00**
40689	COMM	459058JL8	Interest	04/29/2024	10/28/2025	BARCLAYS CAPITAL	INTL BANK RECON &			37,500.00	**37,500.00**
40749	COMM	3136G45C3	Interest	04/29/2024	10/27/2025	KEYBANC CAPITAL	FNMA NOTES			27,000.00	**27,000.00**

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Investment #	Fund	CUSIP	TransactionType	TransactionDate	MaturityDate	Dealer	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
41110	COMM	3130ALZ31	Interest	04/29/2024	10/28/2024	INCAPITAL LLC	FHLB NOTES			109,375.00	**109,375.00**
41113	COMM	3130AM4N9	Interest	04/29/2024	04/29/2026	INCAPITAL LLC	FHLB NOTES			75,000.00	**75,000.00**
41483	COMM	64952WEJ8	Interest	04/29/2024	10/29/2024	JPMorganChase	NEW YORK LIFE			112,500.00	**112,500.00**
42038	COMM	3134GW5R3	Interest	04/29/2024	10/27/2025	LOOP CAPITAL	FHLMC NOTES			120,250.00	**120,250.00**
42071	COMM	3134GW5R3	Interest	04/29/2024	10/27/2025	LOOP CAPITAL	FHLMC NOTES			52,000.00	**52,000.00**
42077	COMM	3130ARN23	Interest	04/29/2024	04/28/2027	BREAN CAPITAL LLC	FHLB NOTES			400,000.00	**400,000.00**
42089	COMM	3130ARPR6	Interest	04/29/2024	04/29/2027	LOOP CAPITAL	FHLB NOTES			542,500.00	**542,500.00**
42090	COMM	3130ARQ87	Interest	04/29/2024	04/29/2026	LOOP CAPITAL	FHLB NOTES			225,000.00	**225,000.00**
42091	COMM	3130ARQ87	Interest	04/29/2024	04/29/2026	LOOP CAPITAL	FHLB NOTES			375,000.00	**375,000.00**
42092	COMM	3130ARQ87	Interest	04/29/2024	04/29/2026	LOOP CAPITAL	FHLB NOTES			375,000.00	**375,000.00**
42098	COMM	3134GW6C5	Interest	04/29/2024	10/28/2026	LOOP CAPITAL	FHLMC NOTES			80,000.00	**80,000.00**
43138	COMM	3130AVSU7	Interest	04/29/2024	04/28/2027	LOOP CAPITAL	FHLB NOTES			556,250.00	**556,250.00**
43827	COMM	3133EPZ73	Interest	04/29/2024	01/29/2027	LOOP CAPITAL	FFCB NOTES			706,875.00	**706,875.00**
43828	COMM	46632FTV7	Interest	04/29/2024	01/29/2026	JPMorganChase	JPMORGAN			678,887.28	**678,887.28**
44149	COMM	16536HE15	Purchase	04/30/2024	05/01/2024	BANK OF AMERICA	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
44150	COMM	313384WG0	Purchase	04/30/2024	05/01/2024	BARCLAYS CAPITAL	FHLB NOTES	249,963,402.80			**-249,963,402.80**
44151	COMM	313384WG0	Purchase	04/30/2024	05/01/2024	MIZUHO	FHLB NOTES	149,978,041.50			**-149,978,041.50**
44148	COMM	5148X0E19	Purchase	04/30/2024	05/01/2024	BANK OF AMERICA	LANDES	124,981,562.50			**-124,981,562.50**
44140	COMM	5148X0DW2	Redemption	04/30/2024	04/30/2024	BANK OF AMERICA	LANDES		125,000,000.00		**125,000,000.00**
44141	COMM	16536HDW8	Redemption	04/30/2024	04/30/2024	BANK OF AMERICA	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
44142	COMM	63873JDW7	Redemption	04/30/2024	04/30/2024	BANK OF AMERICA	NATIXIS NY		50,000,000.00		**50,000,000.00**
44143	COMM	313384WF2	Redemption	04/30/2024	04/30/2024	BARCLAYS CAPITAL	FHLB NOTES		250,000,000.00		**250,000,000.00**
44144	COMM	313384WF2	Redemption	04/30/2024	04/30/2024	MIZUHO	FHLB NOTES		150,000,000.00		**150,000,000.00**
41659	COMM	91282CAT8	Interest	04/30/2024	10/31/2025	MERRILL LYNCH	U.S. TREASURY			50,000.00	**50,000.00**
44153	COMM	16536HE23	Purchase	05/01/2024	05/02/2024	BANK OF AMERICA	CHESHAM FINANCE	74,988,895.50			**-74,988,895.50**
44155	COMM	313384WH8	Purchase	05/01/2024	05/02/2024	BARCLAYS CAPITAL	FHLB NOTES	249,963,402.80			**-249,963,402.80**
44156	COMM	313384WH8	Purchase	05/01/2024	05/02/2024	MIZUHO	FHLB NOTES	149,978,041.50			**-149,978,041.50**
44146	COMM	362548AD1	Purchase	05/01/2024	07/20/2026	MUFG Mitsubishi	GM FIN'CL AUTO	22,368,364.67			**-22,368,364.67**
44152	COMM	5148X0E27	Purchase	05/01/2024	05/02/2024	BANK OF AMERICA	LANDES	124,981,562.50			**-124,981,562.50**
44154	COMM	63873JE22	Purchase	05/01/2024	05/02/2024	BANK OF AMERICA	NATIXIS NY	49,992,638.89			**-49,992,638.89**
44148	COMM	5148X0E19	Redemption	05/01/2024	05/01/2024	BANK OF AMERICA	LANDES		125,000,000.00		**125,000,000.00**
44149	COMM	16536HE15	Redemption	05/01/2024	05/01/2024	BANK OF AMERICA	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
44150	COMM	313384WG0	Redemption	05/01/2024	05/01/2024	BARCLAYS CAPITAL	FHLB NOTES		250,000,000.00		**250,000,000.00**
44151	COMM	313384WG0	Redemption	05/01/2024	05/01/2024	MIZUHO	FHLB NOTES		150,000,000.00		**150,000,000.00**
41265	COMM	13077DQD7	Interest	05/01/2024	11/01/2025	JPMorganChase	CALIF STATE UNIV			21,550.00	**21,550.00**
42219	COMM	90327QD89	Interest	05/01/2024	05/01/2025	MERRILL LYNCH	USAA CAPITAL			253,125.00	**253,125.00**
42653	COMM	31422XN40	Interest	05/01/2024	11/01/2027	BARCLAYS CAPITAL	FARMER MAC			631,250.00	**631,250.00**
43848	COMM	48207KBA2	Interest	05/01/2024	11/01/2024	JPMorganChase	Jupiter Securitizati			234,833.35	**234,833.35**
44158	COMM	16536HE31	Purchase	05/02/2024	05/03/2024	BANK OF AMERICA	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
44161	COMM	313384WJ4	Purchase	05/02/2024	05/03/2024	BARCLAYS CAPITAL	FHLB NOTES	249,963,333.35			**-249,963,333.35**
44162	COMM	313384WJ4	Purchase	05/02/2024	05/03/2024	MIZUHO	FHLB NOTES	149,977,999.50			**-149,977,999.50**

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Investment #	Fund	CUSIP	TransactionType	TransactionDate	MaturityDate	Dealer	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
44157	COMM	5148X0E35	Purchase	05/02/2024	05/03/2024	BANK OF AMERICA	LANDES	124,981,562.50			-124,981,562.50
44160	COMM	63873JE30	Purchase	05/02/2024	05/03/2024	BANK OF AMERICA	NATIXIS NY	49,992,638.89			-49,992,638.89
44152	COMM	5148X0E27	Redemption	05/02/2024	05/02/2024	BANK OF AMERICA	LANDES		125,000,000.00		125,000,000.00
44153	COMM	16536HE23	Redemption	05/02/2024	05/02/2024	BANK OF AMERICA	CHESHAM FINANCE		75,000,000.00		75,000,000.00
44154	COMM	63873JE22	Redemption	05/02/2024	05/02/2024	BANK OF AMERICA	NATIXIS NY		50,000,000.00		50,000,000.00
44155	COMM	313384WH8	Redemption	05/02/2024	05/02/2024	BARCLAYS CAPITAL	FHLB NOTES		250,000,000.00		250,000,000.00
44156	COMM	313384WH8	Redemption	05/02/2024	05/02/2024	MIZUHO	FHLB NOTES		150,000,000.00		150,000,000.00
37590	COMM	SYS37590	Interest	05/02/2024		JPMorganChase	JP MORGAN US			268,057.16	268,057.16
37590	COMM	SYS37590	Purchase	05/02/2024		JPMorganChase	JP MORGAN US	268,057.16			-268,057.16
40461	COMM	SYS40461	Interest	05/02/2024			DREYFUS			764,049.84	764,049.84
40461	COMM	SYS40461	Purchase	05/02/2024			DREYFUS	764,049.84			-764,049.84
42588	COMM	SYS42588	Interest	05/02/2024			STATE STREET US			1,553,119.73	1,553,119.73
42588	COMM	SYS42588	Purchase	05/02/2024			STATE STREET US	1,553,119.73			-1,553,119.73
44164	COMM	16536HE64	Purchase	05/03/2024	05/06/2024	BANK OF AMERICA	CHESHAM FINANCE	74,966,687.50			-74,966,687.50
44166	COMM	313384WM7	Purchase	05/03/2024	05/06/2024	BARCLAYS CAPITAL	FHLB NOTES	249,890,000.00			-249,890,000.00
44167	COMM	313384WM7	Purchase	05/03/2024	05/06/2024	MIZUHO	FHLB NOTES	149,934,000.00			-149,934,000.00
44168	COMM	313384ZF9	Purchase	05/03/2024	07/11/2024	DEUTSCHE BANK	FHLB NOTES	74,242,437.50			-74,242,437.50
44163	COMM	5148X0E68	Purchase	05/03/2024	05/06/2024	BANK OF AMERICA	LANDES	124,944,687.50			-124,944,687.50
44165	COMM	63873JE63	Purchase	05/03/2024	05/06/2024	BANK OF AMERICA	NATIXIS NY	49,977,916.67			-49,977,916.67
44157	COMM	5148X0E35	Redemption	05/03/2024	05/03/2024	BANK OF AMERICA	LANDES		125,000,000.00		125,000,000.00
44158	COMM	16536HE31	Redemption	05/03/2024	05/03/2024	BANK OF AMERICA	CHESHAM FINANCE		75,000,000.00		75,000,000.00
44160	COMM	63873JE30	Redemption	05/03/2024	05/03/2024	BANK OF AMERICA	NATIXIS NY		50,000,000.00		50,000,000.00
44161	COMM	313384WJ4	Redemption	05/03/2024	05/03/2024	BARCLAYS CAPITAL	FHLB NOTES		250,000,000.00		250,000,000.00
44162	COMM	313384WJ4	Redemption	05/03/2024	05/03/2024	MIZUHO	FHLB NOTES		150,000,000.00		150,000,000.00
41999	COMM	742718ER6	Interest	05/03/2024	11/03/2026	BOK FINANCIAL	PROCTER &			132,851.25	132,851.25
44170	COMM	16536HE72	Purchase	05/06/2024	05/07/2024	BANK OF AMERICA	CHESHAM FINANCE	74,988,895.83			-74,988,895.83
44172	COMM	313384WN5	Purchase	05/06/2024	05/07/2024	BARCLAYS CAPITAL	FHLB NOTES	249,963,333.35			-249,963,333.35
44173	COMM	313384WN5	Purchase	05/06/2024	05/07/2024	MIZUHO	FHLB NOTES	149,977,999.50			-149,977,999.50
44169	COMM	5148X0E76	Purchase	05/06/2024	05/07/2024	BANK OF AMERICA	LANDES	124,981,562.50			-124,981,562.50
44171	COMM	63873JE71	Purchase	05/06/2024	05/07/2024	BANK OF AMERICA	NATIXIS NY	49,992,638.89			-49,992,638.89
44163	COMM	5148X0E68	Redemption	05/06/2024	05/06/2024	BANK OF AMERICA	LANDES		125,000,000.00		125,000,000.00
44164	COMM	16536HE64	Redemption	05/06/2024	05/06/2024	BANK OF AMERICA	CHESHAM FINANCE		75,000,000.00		75,000,000.00
44165	COMM	63873JE63	Redemption	05/06/2024	05/06/2024	BANK OF AMERICA	NATIXIS NY		50,000,000.00		50,000,000.00
44166	COMM	313384WM7	Redemption	05/06/2024	05/06/2024	BARCLAYS CAPITAL	FHLB NOTES		250,000,000.00		250,000,000.00
44167	COMM	313384WM7	Redemption	05/06/2024	05/06/2024	MIZUHO	FHLB NOTES		150,000,000.00		150,000,000.00
40721	COMM	4581X0DR6	Interest	05/06/2024	02/04/2025	BMO CAPITAL	IADB			636,750.00	636,750.00
43155	COMM	3130AVVH2	Interest	05/06/2024	05/05/2028	LOOP CAPITAL	FHLB NOTES			550,000.00	550,000.00
44060	COMM	46656GAC8	Interest	05/06/2024	01/06/2025	JPMorganChase	JP MORGAN			254,727.79	254,727.79
44175	COMM	16536HE80	Purchase	05/07/2024	05/08/2024	BANK OF AMERICA	CHESHAM FINANCE	74,988,895.83			-74,988,895.83
44177	COMM	313384WP0	Purchase	05/07/2024	05/08/2024	BARCLAYS CAPITAL	FHLB NOTES	249,963,333.35			-249,963,333.35
44178	COMM	313384WP0	Purchase	05/07/2024	05/08/2024	MIZUHO	FHLB NOTES	149,977,999.50			-149,977,999.50

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Investment #	Fund	CUSIP	TransactionType	TransactionDate	MaturityDate	Dealer	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
44174	COMM	5148X0E84	Purchase	05/07/2024	05/08/2024	BANK OF AMERICA	LANDES	124,981,562.50			**-124,981,562.50**
44176	COMM	63873JE89	Purchase	05/07/2024	05/08/2024	BANK OF AMERICA	NATIXIS NY	49,992,638.89			**-49,992,638.89**
44169	COMM	5148X0E76	Redemption	05/07/2024	05/07/2024	BANK OF AMERICA	LANDES		125,000,000.00		**125,000,000.00**
44170	COMM	16536HE72	Redemption	05/07/2024	05/07/2024	BANK OF AMERICA	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
44171	COMM	63873JE71	Redemption	05/07/2024	05/07/2024	BANK OF AMERICA	NATIXIS NY		50,000,000.00		**50,000,000.00**
44172	COMM	313384WN5	Redemption	05/07/2024	05/07/2024	BARCLAYS CAPITAL	FHLB NOTES		250,000,000.00		**250,000,000.00**
44173	COMM	313384WN5	Redemption	05/07/2024	05/07/2024	MIZUHO	FHLB NOTES		150,000,000.00		**150,000,000.00**
41005	COMM	3135G06G3	Interest	05/07/2024	11/07/2025	KEYBANC CAPITAL	FNMA NOTES			25,000.00	**25,000.00**
44181	COMM	16536HE98	Purchase	05/08/2024	05/09/2024	BANK OF AMERICA	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
44183	COMM	313384WQ8	Purchase	05/08/2024	05/09/2024	BARCLAYS CAPITAL	FHLB NOTES	249,963,402.50			**-249,963,402.50**
44184	COMM	313384WQ8	Purchase	05/08/2024	05/09/2024	MIZUHO	FHLB NOTES	149,978,041.50			**-149,978,041.50**
44180	COMM	5148X0E92	Purchase	05/08/2024	05/09/2024	BANK OF AMERICA	LANDES	124,981,562.50			**-124,981,562.50**
44182	COMM	63873JE97	Purchase	05/08/2024	05/09/2024	BANK OF AMERICA	NATIXIS NY	49,992,638.89			**-49,992,638.89**
44174	COMM	5148X0E84	Redemption	05/08/2024	05/08/2024	BANK OF AMERICA	LANDES		125,000,000.00		**125,000,000.00**
44175	COMM	16536HE80	Redemption	05/08/2024	05/08/2024	BANK OF AMERICA	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
44176	COMM	63873JE89	Redemption	05/08/2024	05/08/2024	BANK OF AMERICA	NATIXIS NY		50,000,000.00		**50,000,000.00**
44177	COMM	313384WP0	Redemption	05/08/2024	05/08/2024	BARCLAYS CAPITAL	FHLB NOTES		250,000,000.00		**250,000,000.00**
44178	COMM	313384WP0	Redemption	05/08/2024	05/08/2024	MIZUHO	FHLB NOTES		150,000,000.00		**150,000,000.00**
43661	COMM	21684LH96	Interest	05/08/2024	10/08/2024	BANK OF AMERICA	RABOBANK			354,562.50	**354,562.50**
44186	COMM	16536HEA5	Purchase	05/09/2024	05/10/2024	BANK OF AMERICA	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
44190	COMM	313384WR6	Purchase	05/09/2024	05/10/2024	BARCLAYS CAPITAL	FHLB DISCOUNT	249,963,402.80			**-249,963,402.80**
44191	COMM	313384WR6	Purchase	05/09/2024	05/10/2024	MIZUHO	FHLB DISCOUNT	149,978,041.50			**-149,978,041.50**
44185	COMM	5148X0EA9	Purchase	05/09/2024	05/10/2024	BANK OF AMERICA	LANDES	124,981,562.50			**-124,981,562.50**
44188	COMM	63873JEA4	Purchase	05/09/2024	05/10/2024	BANK OF AMERICA	NATIXIS NY	49,992,638.89			**-49,992,638.89**
44180	COMM	5148X0E92	Redemption	05/09/2024	05/09/2024	BANK OF AMERICA	LANDES		125,000,000.00		**125,000,000.00**
44181	COMM	16536HE98	Redemption	05/09/2024	05/09/2024	BANK OF AMERICA	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
44182	COMM	63873JE97	Redemption	05/09/2024	05/09/2024	BANK OF AMERICA	NATIXIS NY		50,000,000.00		**50,000,000.00**
44183	COMM	313384WQ8	Redemption	05/09/2024	05/09/2024	BARCLAYS CAPITAL	FHLB NOTES		250,000,000.00		**250,000,000.00**
44184	COMM	313384WQ8	Redemption	05/09/2024	05/09/2024	MIZUHO	FHLB NOTES		150,000,000.00		**150,000,000.00**
44193	COMM	16536HED9	Purchase	05/10/2024	05/13/2024	BANK OF AMERICA	CHESHAM FINANCE	74,966,687.50			**-74,966,687.50**
44195	COMM	313384WU9	Purchase	05/10/2024	05/13/2024	BARCLAYS CAPITAL	FHLB NOTES	249,890,208.35			**-249,890,208.35**
44196	COMM	313384WU9	Purchase	05/10/2024	05/13/2024	MIZUHO	FHLB NOTES	149,934,124.50			**-149,934,124.50**
44192	COMM	5148X0ED3	Purchase	05/10/2024	05/13/2024	BANK OF AMERICA	LANDES	124,944,687.50			**-124,944,687.50**
44194	COMM	63873JED8	Purchase	05/10/2024	05/13/2024	BANK OF AMERICA	NATIXIS NY	49,977,916.67			**-49,977,916.67**
44179	COMM	63743HFR8	Purchase	05/10/2024	05/06/2027	ROYAL BANK OF	NATIONAL RURAL	29,981,400.00			**-29,981,400.00**
44185	COMM	5148X0EA9	Redemption	05/10/2024	05/10/2024	BANK OF AMERICA	LANDES		125,000,000.00		**125,000,000.00**
44186	COMM	16536HEA5	Redemption	05/10/2024	05/10/2024	BANK OF AMERICA	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
44188	COMM	63873JEA4	Redemption	05/10/2024	05/10/2024	BANK OF AMERICA	NATIXIS NY		50,000,000.00		**50,000,000.00**
44190	COMM	313384WR6	Redemption	05/10/2024	05/10/2024	BARCLAYS CAPITAL	FHLB DISCOUNT		250,000,000.00		**250,000,000.00**
44191	COMM	313384WR6	Redemption	05/10/2024	05/10/2024	MIZUHO	FHLB DISCOUNT		150,000,000.00		**150,000,000.00**
42143	COMM	3130ARUR0	Interest	05/10/2024	05/10/2027	LOOP CAPITAL	FHLB NOTES			400,000.00	**400,000.00**

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Investment #	Fund	CUSIP	TransactionType	TransactionDate	MaturityDate	Dealer	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
42144	COMM	3130ARUR0	Interest	05/10/2024	05/10/2027	LOOP CAPITAL	FHLB NOTES			67,200.00	**67,200.00**
43166	COMM	037833ET3	Interest	05/10/2024	05/10/2028	BARCLAYS CAPITAL	APPLE INC			800,000.00	**800,000.00**
41209	COMM	14687TAC1	Interest	05/10/2024	03/10/2026	CITIGROUP GLOBAL	CARVANA AUTO			766.82	**766.82**
41209	COMM	14687TAC1	Redemption	05/10/2024	03/10/2026	CITIGROUP GLOBAL	CARVANA AUTO		627,169.25		**627,169.25**
44198	COMM	16536HEE7	Purchase	05/13/2024	05/14/2024	BANK OF AMERICA	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
44200	COMM	313384WV7	Purchase	05/13/2024	05/14/2024	BARCLAYS CAPITAL	FHLB NOTES	249,963,402.80			**-249,963,402.80**
44202	COMM	313384WV7	Purchase	05/13/2024	05/14/2024	MIZUHO	FHLB NOTES	149,978,041.50			**-149,978,041.50**
44197	COMM	5148X0EE1	Purchase	05/13/2024	05/14/2024	BANK OF AMERICA	LANDES	124,981,562.50			**-124,981,562.50**
44199	COMM	63873JEE6	Purchase	05/13/2024	05/14/2024	BANK OF AMERICA	NATIXIS NY	49,992,638.89			**-49,992,638.89**
40165	COMM	037833CU2	Redemption	05/13/2024	05/11/2024	INCAPITAL LLC	APPLE INC		10,000,000.00		**10,000,000.00**
41175	COMM	023135BW5	Redemption	05/13/2024	05/12/2024	JPMorganChase	AMAZON		25,000,000.00		**25,000,000.00**
44192	COMM	5148X0ED3	Redemption	05/13/2024	05/13/2024	BANK OF AMERICA	LANDES		125,000,000.00		**125,000,000.00**
44193	COMM	16536HED9	Redemption	05/13/2024	05/13/2024	BANK OF AMERICA	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
44194	COMM	63873JED8	Redemption	05/13/2024	05/13/2024	BANK OF AMERICA	NATIXIS NY		50,000,000.00		**50,000,000.00**
44195	COMM	313384WU9	Redemption	05/13/2024	05/13/2024	BARCLAYS CAPITAL	FHLB NOTES		250,000,000.00		**250,000,000.00**
44196	COMM	313384WU9	Redemption	05/13/2024	05/13/2024	MIZUHO	FHLB NOTES		150,000,000.00		**150,000,000.00**
40165	COMM	037833CU2	Interest	05/13/2024	05/11/2024	INCAPITAL LLC	APPLE INC			142,500.00	**142,500.00**
41175	COMM	023135BW5	Interest	05/13/2024	05/12/2024	JPMorganChase	AMAZON			56,250.00	**56,250.00**
42166	COMM	3130ARUZ2	Interest	05/13/2024	05/13/2026	LOOP CAPITAL	FHLB NOTES			155,000.00	**155,000.00**
43558	COMM	63743HFK3	Interest	05/13/2024	11/13/2026	MIZUHO	NATIONAL RURAL			594,222.22	**594,222.22**
43676	COMM	3130AY4X1	Interest	05/13/2024	05/13/2025	LOOP CAPITAL	FHLB NOTES			1,691,458.38	**1,691,458.38**
44205	COMM	16536HEF4	Purchase	05/14/2024	05/15/2024	BANK OF AMERICA	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
44207	COMM	313384WW5	Purchase	05/14/2024	05/15/2024	BARCLAYS CAPITAL	FHLB NOTES	249,963,402.80			**-249,963,402.80**
44208	COMM	313384WW5	Purchase	05/14/2024	05/15/2024	MIZUHO	FHLB NOTES	149,978,041.50			**-149,978,041.50**
44204	COMM	5148X0EF8	Purchase	05/14/2024	05/15/2024	BANK OF AMERICA	LANDES	124,981,562.50			**-124,981,562.50**
44206	COMM	63873JEF3	Purchase	05/14/2024	05/15/2024	BANK OF AMERICA	NATIXIS NY	49,992,638.89			**-49,992,638.89**
44197	COMM	5148X0EE1	Redemption	05/14/2024	05/14/2024	BANK OF AMERICA	LANDES		125,000,000.00		**125,000,000.00**
44198	COMM	16536HEE7	Redemption	05/14/2024	05/14/2024	BANK OF AMERICA	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
44199	COMM	63873JEE6	Redemption	05/14/2024	05/14/2024	BANK OF AMERICA	NATIXIS NY		50,000,000.00		**50,000,000.00**
44200	COMM	313384WV7	Redemption	05/14/2024	05/14/2024	BARCLAYS CAPITAL	FHLB NOTES		250,000,000.00		**250,000,000.00**
44202	COMM	313384WV7	Redemption	05/14/2024	05/14/2024	MIZUHO	FHLB NOTES		150,000,000.00		**150,000,000.00**
44215	COMM	16536HEG2	Purchase	05/15/2024	05/16/2024	BANK OF AMERICA	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
44217	COMM	313384WX3	Purchase	05/15/2024	05/16/2024	BARCLAYS CAPITAL	FHLB NOTES	249,963,402.80			**-249,963,402.80**
44218	COMM	313384WX3	Purchase	05/15/2024	05/16/2024	MIZUHO	FHLB NOTES	149,978,041.50			**-149,978,041.50**
44213	COMM	5148X0EG6	Purchase	05/15/2024	05/16/2024	BANK OF AMERICA	LANDES	124,981,562.50			**-124,981,562.50**
44216	COMM	63873JEG1	Purchase	05/15/2024	05/16/2024	BANK OF AMERICA	NATIXIS NY	49,992,638.89			**-49,992,638.89**
40993	COMM	91412HJK0	Redemption	05/15/2024	05/15/2024	CITIGROUP GLOBAL	UNIVERSITY		2,500,000.00		**2,500,000.00**
43603	COMM	86564PHG9	Redemption	05/15/2024	05/15/2024	JPMorganChase	SUMITOMO MITSUI		70,000,000.00		**70,000,000.00**
44204	COMM	5148X0EF8	Redemption	05/15/2024	05/15/2024	BANK OF AMERICA	LANDES		125,000,000.00		**125,000,000.00**
44205	COMM	16536HEF4	Redemption	05/15/2024	05/15/2024	BANK OF AMERICA	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
44206	COMM	63873JEF3	Redemption	05/15/2024	05/15/2024	BANK OF AMERICA	NATIXIS NY		50,000,000.00		**50,000,000.00**

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Investment #	Fund	CUSIP	TransactionType	TransactionDate	MaturityDate	Dealer	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
44207	COMM	313384WW5	Redemption	05/15/2024	05/15/2024	BARCLAYS CAPITAL	FHLB NOTES		250,000,000.00		**250,000,000.00**
44208	COMM	313384WW5	Redemption	05/15/2024	05/15/2024	MIZUHO	FHLB NOTES		150,000,000.00		**150,000,000.00**
40379	COMM	742651DX7	Interest	05/15/2024	11/15/2024	KEYBANC CAPITAL	PRIVATE EXPORT			101,587.50	**101,587.50**
40532	COMM	91412HGE7	Interest	05/15/2024	05/15/2025	JPMorganChase	UNIVERSITY			22,075.00	**22,075.00**
40799	COMM	880591EW8	Interest	05/15/2024	05/15/2025	KEYBANC CAPITAL	TENNESSEE			71,531.25	**71,531.25**
40993	COMM	91412HJK0	Interest	05/15/2024	05/15/2024	CITIGROUP GLOBAL	UNIVERSITY			4,587.50	**4,587.50**
41023	COMM	912828XB1	Interest	05/15/2024	05/15/2025	MIZUHO	U.S. TREASURY			265,625.00	**265,625.00**
43176	COMM	14913UAA8	Interest	05/15/2024	05/15/2026	BARCLAYS CAPITAL	CATERPILLAR			978,750.00	**978,750.00**
43603	COMM	86564PHG9	Interest	05/15/2024	05/15/2024	JPMorganChase	SUMITOMO MITSUI			2,210,541.69	**2,210,541.69**
40930	COMM	89240BAC2	Interest	05/15/2024	05/15/2025	MUFG Mitsubishi	TOYOTA AUTO REC			129.95	**129.95**
40930	COMM	89240BAC2	Redemption	05/15/2024	05/15/2025	MUFG Mitsubishi	TOYOTA AUTO REC		475,247.83		**475,247.83**
40937	COMM	98164EAC9	Interest	05/15/2024	01/15/2026	MIZUHO	WORLD OMNI AUTO			581.25	**581.25**
40937	COMM	98164EAC9	Redemption	05/15/2024	01/15/2026	MIZUHO	WORLD OMNI AUTO		440,448.57		**440,448.57**
40958	COMM	34532NAC9	Interest	05/15/2024	08/15/2025	BARCLAYS CAPITAL	FORD CREDIT AUTO			473.62	**473.62**
40958	COMM	34532NAC9	Redemption	05/15/2024	08/15/2025	BARCLAYS CAPITAL	FORD CREDIT AUTO		680,697.62		**680,697.62**
40991	COMM	47788UAC6	Interest	05/15/2024	09/15/2025	CITIGROUP GLOBAL	JOHN DEERE			355.50	**355.50**
40991	COMM	47788UAC6	Redemption	05/15/2024	09/15/2025	CITIGROUP GLOBAL	JOHN DEERE		292,573.62		**292,573.62**
41111	COMM	44933LAC7	Interest	05/15/2024	09/15/2025	BARCLAYS CAPITAL	HYUNDAI AUTO			343.52	**343.52**
41111	COMM	44933LAC7	Redemption	05/15/2024	09/15/2025	BARCLAYS CAPITAL	HYUNDAI AUTO		390,449.58		**390,449.58**
41182	COMM	89190GAC1	Interest	05/15/2024	11/17/2025	CITIGROUP GLOBAL	TOYOTA AUTO REC			1,562.58	**1,562.58**
41182	COMM	89190GAC1	Redemption	05/15/2024	11/17/2025	CITIGROUP GLOBAL	TOYOTA AUTO REC		1,175,280.87		**1,175,280.87**
41206	COMM	65480BAC1	Interest	05/15/2024	10/15/2025	MUFG Mitsubishi	NISSAN AUTO			3,043.00	**3,043.00**
41206	COMM	65480BAC1	Redemption	05/15/2024	10/15/2025	MUFG Mitsubishi	NISSAN AUTO		1,727,542.40		**1,727,542.40**
41240	COMM	47789QAC4	Interest	05/15/2024	03/16/2026	MUFG Mitsubishi	JOHN DEERE			1,389.90	**1,389.90**
41240	COMM	47789QAC4	Redemption	05/15/2024	03/16/2026	MUFG Mitsubishi	JOHN DEERE		532,761.19		**532,761.19**
41242	COMM	14041NFW6	Interest	05/15/2024	07/15/2026	ROYAL BANK OF	CAPITAL ONE MULTI			10,770.83	**10,770.83**
41242	COMM	14041NFW6	Redemption	05/15/2024	07/15/2026	ROYAL BANK OF	CAPITAL ONE MULTI		981,566.83		**981,566.83**
41389	COMM	58772WAC7	Interest	05/15/2024	06/15/2026	MIZUHO	MERCEDES -BENZ			3,023.89	**3,023.89**
41389	COMM	58772WAC7	Redemption	05/15/2024	06/15/2026	MIZUHO	MERCEDES -BENZ		862,632.14		**862,632.14**
41402	COMM	254683CP8	Interest	05/15/2024	09/15/2026	CITIGROUP GLOBAL	DISCOVER CARD			9,666.66	**9,666.66**
41402	COMM	254683CP8	Redemption	05/15/2024	09/15/2026	CITIGROUP GLOBAL	DISCOVER CARD		784,169.14		**784,169.14**
41476	COMM	14044CAC6	Interest	05/15/2024	09/15/2026	JPMorganChase	CAPITAL ONE			4,844.70	**4,844.70**
41476	COMM	14044CAC6	Redemption	05/15/2024	09/15/2026	JPMorganChase	CAPITAL ONE		618,506.11		**618,506.11**
41521	COMM	89238JAC9	Interest	05/15/2024	04/15/2026	ROYAL BANK OF	TOYOTA AUTO REC			3,469.70	**3,469.70**
41521	COMM	89238JAC9	Redemption	05/15/2024	04/15/2026	ROYAL BANK OF	TOYOTA AUTO REC		548,900.75		**548,900.75**
41529	COMM	02582JJR2	Interest	05/15/2024	11/16/2026	BARCLAYS CAPITAL	AMERICAN			24,375.00	**24,375.00**
41529	COMM	02582JJR2	Redemption	05/15/2024	11/16/2026	BARCLAYS CAPITAL	AMERICAN		1,165,669.95		**1,165,669.95**
41612	COMM	14041NFY2	Interest	05/15/2024	11/16/2026	BARCLAYS CAPITAL	CAPITAL ONE MULTI			31,200.01	**31,200.01**
41612	COMM	14041NFY2	Redemption	05/15/2024	11/16/2026	BARCLAYS CAPITAL	CAPITAL ONE MULTI		1,289,221.75		**1,289,221.75**
41776	COMM	345286AC2	Interest	05/15/2024	06/15/2026	CITIGROUP GLOBAL	FORD CREDIT AUTO			7,083.97	**7,083.97**
41776	COMM	345286AC2	Redemption	05/15/2024	06/15/2026	CITIGROUP GLOBAL	FORD CREDIT AUTO		603,157.98		**603,157.98**

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Investment #	Fund	CUSIP	TransactionType	TransactionDate	MaturityDate	Dealer	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
41797	COMM	89239KAC5	Interest	05/15/2024	06/15/2026	CITIGROUP GLOBAL	TOYOTA AUTO REC			8,108.83	**8,108.83**
41797	COMM	89239KAC5	Redemption	05/15/2024	06/15/2026	CITIGROUP GLOBAL	TOYOTA AUTO REC		699,162.00		**699,162.00**
41855	COMM	43815BAC4	Interest	05/15/2024	05/15/2026	JPMorganChase	HONDA AUTO			26,438.13	**26,438.13**
41855	COMM	43815BAC4	Redemption	05/15/2024	05/15/2026	JPMorganChase	HONDA AUTO		1,325,180.42		**1,325,180.42**
41856	COMM	65479QAC1	Interest	05/15/2024	08/17/2026	MIZUHO	NISSAN AUTO			19,612.77	**19,612.77**
41856	COMM	65479QAC1	Redemption	05/15/2024	08/17/2026	MIZUHO	NISSAN AUTO		941,779.15		**941,779.15**
41910	COMM	47787JAC2	Interest	05/15/2024	09/16/2026	MERRILL LYNCH	JOHN DEERE			12,546.06	**12,546.06**
41910	COMM	47787JAC2	Redemption	05/15/2024	09/16/2026	MERRILL LYNCH	JOHN DEERE		560,589.81		**560,589.81**
41919	COMM	02589BAA8	Interest	05/15/2024	03/15/2027	ROYAL BANK OF	AMERICAN			35,912.51	**35,912.51**
41919	COMM	02589BAA8	Redemption	05/15/2024	03/15/2027	ROYAL BANK OF	AMERICAN		624,046.37		**624,046.37**
41952	COMM	14041NFZ9	Interest	05/15/2024	03/15/2027	ROYAL BANK OF	CAPITAL ONE MULTI			44,333.33	**44,333.33**
41952	COMM	14041NFZ9	Redemption	05/15/2024	03/15/2027	ROYAL BANK OF	CAPITAL ONE MULTI		600,395.78		**600,395.78**
42020	COMM	98163NAC0	Interest	05/15/2024	02/18/2025	MERRILL LYNCH	WORLD OMNI			2,175.71	**2,175.71**
42020	COMM	98163NAC0	Redemption	05/15/2024	02/18/2025	MERRILL LYNCH	WORLD OMNI		560,074.02		**560,074.02**
42040	COMM	41284YAD8	Interest	05/15/2024	02/15/2027	BARCLAYS CAPITAL	HARLEY-DAVIDSON			41,926.50	**41,926.50**
42040	COMM	41284YAD8	Redemption	05/15/2024	02/15/2027	BARCLAYS CAPITAL	HARLEY-DAVIDSON		1,314,103.78		**1,314,103.78**
42066	COMM	34528LAD7	Interest	05/15/2024	05/15/2025	BARCLAYS CAPITAL	FORD CREDIT AUTO			5,285.64	**5,285.64**
42066	COMM	34528LAD7	Redemption	05/15/2024	05/15/2025	BARCLAYS CAPITAL	FORD CREDIT AUTO		1,963,701.51		**1,963,701.51**
42084	COMM	14317HAC5	Interest	05/15/2024	02/16/2027	MERRILL LYNCH	CARMAX AUTO			40,808.14	**40,808.14**
42084	COMM	14317HAC5	Redemption	05/15/2024	02/16/2027	MERRILL LYNCH	CARMAX AUTO		890,152.45		**890,152.45**
42116	COMM	14043QAC6	Interest	05/15/2024	04/15/2027	ROYAL BANK OF	CAPITAL ONE			37,185.35	**37,185.35**
42116	COMM	14043QAC6	Redemption	05/15/2024	04/15/2027	ROYAL BANK OF	CAPITAL ONE		807,905.31		**807,905.31**
42182	COMM	02008JAC0	Interest	05/15/2024	11/16/2026	BARCLAYS CAPITAL	ALLY AUTO			59,339.66	**59,339.66**
42182	COMM	02008JAC0	Redemption	05/15/2024	11/16/2026	BARCLAYS CAPITAL	ALLY AUTO		1,590,962.94		**1,590,962.94**
42184	COMM	44934LAD4	Interest	05/15/2024	06/16/2025	JPMorganChase	HYUNDAI AUTO			43,558.03	**43,558.03**
42184	COMM	44934LAD4	Redemption	05/15/2024	06/16/2025	JPMorganChase	HYUNDAI AUTO		5,398,505.61		**5,398,505.61**
42202	COMM	02582JJT8	Interest	05/15/2024	05/17/2027	BARCLAYS CAPITAL	AMERICAN			98,875.00	**98,875.00**
42202	COMM	02582JJT8	Redemption	05/15/2024	05/17/2027	BARCLAYS CAPITAL	AMERICAN		1,013,177.81		**1,013,177.81**
42879	COMM	58770AAC7	Interest	05/15/2024	11/15/2027	MUFG Mitsubishi	MERCEDES -BENZ			49,797.91	**49,797.91**
42879	COMM	58770AAC7	Redemption	05/15/2024	11/15/2027	MUFG Mitsubishi	MERCEDES -BENZ		319,542.42		**319,542.42**
42890	COMM	891940AC2	Interest	05/15/2024	09/15/2027	MERRILL LYNCH	TOYOTA AUTO REC			81,024.99	**81,024.99**
42890	COMM	891940AC2	Redemption	05/15/2024	09/15/2027	MERRILL LYNCH	TOYOTA AUTO REC		529,291.78		**529,291.78**
42944	COMM	14043KAH8	Interest	05/15/2024	02/15/2028	JPMorganChase	CAPITAL ONE			43,627.08	**43,627.08**
42944	COMM	14043KAH8	Redemption	05/15/2024	02/15/2028	JPMorganChase	CAPITAL ONE		239,698.63		**239,698.63**
42945	COMM	41285JAD0	Interest	05/15/2024	12/15/2027	JPMorganChase	HARLEY-DAVIDSON			54,708.33	**54,708.33**
42945	COMM	41285JAD0	Redemption	05/15/2024	12/15/2027	JPMorganChase	HARLEY-DAVIDSON		301,805.44		**301,805.44**
43065	COMM	448979AD6	Interest	05/15/2024	04/15/2027	MERRILL LYNCH	HYUNDAI AUTO			38,166.67	**38,166.67**
43065	COMM	448979AD6	Redemption	05/15/2024	04/15/2027	MERRILL LYNCH	HYUNDAI AUTO		280,992.63		**280,992.63**
43089	COMM	254683CW3	Interest	05/15/2024	07/15/2027	MUFG Mitsubishi	DISCOVER CARD			147,517.52	**147,517.52**
43089	COMM	254683CW3	Redemption	05/15/2024	07/15/2027	MUFG Mitsubishi	DISCOVER CARD		1,347,433.24		**1,347,433.24**
43117	COMM	12664QAB0	Interest	05/15/2024	09/15/2026	CITIGROUP GLOBAL	CNH EQUIPMENT			53,143.55	**53,143.55**

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Investment #	Fund	CUSIP	TransactionType	TransactionDate	MaturityDate	Dealer	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
43117	COMM	12664QAB0	Redemption	05/15/2024	09/15/2026	CITIGROUP GLOBAL	CNH EQUIPMENT		757,874.06		**757,874.06**
43130	COMM	65480WAD3	Interest	05/15/2024	11/15/2027	MIZUHO	NISSAN AUTO			126,841.68	**126,841.68**
43130	COMM	65480WAD3	Redemption	05/15/2024	11/15/2027	MIZUHO	NISSAN AUTO		727,241.20		**727,241.20**
43201	COMM	58768RAC4	Interest	05/15/2024	01/15/2027	JPMorganChase	MERCEDES-BENZ			126,400.00	**126,400.00**
43201	COMM	58768RAC4	Redemption	05/15/2024	01/15/2027	JPMorganChase	MERCEDES-BENZ		972,622.04		**972,622.04**
43212	COMM	437927AC0	Interest	05/15/2024	11/15/2027	BARCLAYS CAPITAL	HONDA AUTO			73,949.99	**73,949.99**
43212	COMM	437927AC0	Redemption	05/15/2024	11/15/2027	BARCLAYS CAPITAL	HONDA AUTO		419,133.36		**419,133.36**
43249	COMM	02582JJZ4	Interest	05/15/2024	05/15/2028	ROYAL BANK OF	AMERICAN			76,093.74	**76,093.74**
43249	COMM	02582JJZ4	Redemption	05/15/2024	05/15/2028	ROYAL BANK OF	AMERICAN		380,690.53		**380,690.53**
43276	COMM	254683CZ6	Interest	05/15/2024	06/15/2028	MERRILL LYNCH	DISCOVER CARD			123,249.99	**123,249.99**
43276	COMM	254683CZ6	Redemption	05/15/2024	06/15/2028	MERRILL LYNCH	DISCOVER CARD		596,189.32		**596,189.32**
43277	COMM	477920AC6	Interest	05/15/2024	03/15/2028	MERRILL LYNCH	JOHN DEERE			60,433.34	**60,433.34**
43277	COMM	477920AC6	Redemption	05/15/2024	03/15/2028	MERRILL LYNCH	JOHN DEERE		292,365.16		**292,365.16**
43456	COMM	34529NAB6	Interest	05/15/2024	02/15/2026	BARCLAYS CAPITAL	FORD CREDIT AUTO			70,642.62	**70,642.62**
43456	COMM	34529NAB6	Redemption	05/15/2024	02/15/2026	BARCLAYS CAPITAL	FORD CREDIT AUTO		1,066,732.88		**1,066,732.88**
43476	COMM	233868AC2	Interest	05/15/2024	03/15/2027	MERRILL LYNCH	DAIMLET TRUCKS			132,750.01	**132,750.01**
43476	COMM	233868AC2	Redemption	05/15/2024	03/15/2027	MERRILL LYNCH	DAIMLET TRUCKS		744,149.73		**744,149.73**
43477	COMM	41285YAB1	Interest	05/15/2024	12/15/2026	JPMorganChase	HARLEY-DAVIDSON			74,438.43	**74,438.43**
43477	COMM	41285YAB1	Redemption	05/15/2024	12/15/2026	JPMorganChase	HARLEY-DAVIDSON		1,360,420.70		**1,360,420.70**
43505	COMM	14044EAB4	Interest	05/15/2024	10/15/2026	MERRILL LYNCH	CAPITAL ONE			182,002.43	**182,002.43**
43505	COMM	14044EAB4	Redemption	05/15/2024	10/15/2026	MERRILL LYNCH	CAPITAL ONE		2,744,833.85		**2,744,833.85**
43542	COMM	58769FAB1	Interest	05/15/2024	11/16/2026	MERRILL LYNCH	MERCEDES -BENZ			93,733.33	**93,733.33**
43542	COMM	58769FAB1	Redemption	05/15/2024	11/16/2026	MERRILL LYNCH	MERCEDES -BENZ		1,329,561.37		**1,329,561.37**
43562	COMM	44918CAD4	Interest	05/15/2024	10/16/2028	BNP PARIBAS	HYUNDAI AUTO			36,933.34	**36,933.34**
43562	COMM	44918CAD4	Redemption	05/15/2024	10/16/2028	BNP PARIBAS	HYUNDAI AUTO		135,999.88		**135,999.88**
43811	COMM	39154TCH9	Interest	05/15/2024	08/17/2026	BANK OF AMERICA	Great America Leasin			59,850.00	**59,850.00**
43811	COMM	39154TCH9	Redemption	05/15/2024	08/17/2026	BANK OF AMERICA	Great America Leasin		445,964.93		**445,964.93**
43894	COMM	437918AC9	Interest	05/15/2024	08/15/2028	MUFG Mitsubishi	HONDA AUTO			112,883.34	**112,883.34**
43894	COMM	437918AC9	Redemption	05/15/2024	08/15/2028	MUFG Mitsubishi	HONDA AUTO		459,552.25		**459,552.25**
43954	COMM	47800RAD5	Interest	05/15/2024	11/15/2028	CITIGROUP GLOBAL	JOHN DEERE			33,893.33	**33,893.33**
43954	COMM	47800RAD5	Redemption	05/15/2024	11/15/2028	CITIGROUP GLOBAL	JOHN DEERE		135,778.68		**135,778.68**
44066	COMM	981946AC0	Interest	05/15/2024	02/16/2027	BANK OF AMERICA	WORLD OMNI			26,879.95	**26,879.95**
44066	COMM	981946AC0	Redemption	05/15/2024	02/16/2027	BANK OF AMERICA	WORLD OMNI		158,657.61		**158,657.61**
44096	COMM	02582JKH2	Interest	05/15/2024	04/16/2029	BARCLAYS CAPITAL	AMERICAN			143,825.00	**143,825.00**
44096	COMM	02582JKH2	Redemption	05/15/2024	04/16/2029	BARCLAYS CAPITAL	AMERICAN		652,844.77		**652,844.77**
44221	COMM	16536HEH0	Purchase	05/16/2024	05/17/2024	BANK OF AMERICA	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
44223	COMM	313384WY1	Purchase	05/16/2024	05/17/2024	BARCLAYS CAPITAL	FHLB NOTES	249,963,333.35			**-249,963,333.35**
44224	COMM	313384WY1	Purchase	05/16/2024	05/17/2024	MIZUHO	FHLB NOTES	149,977,999.50			**-149,977,999.50**
44220	COMM	5148X0EH4	Purchase	05/16/2024	05/17/2024	BANK OF AMERICA	LANDES	124,981,562.50			**-124,981,562.50**
44222	COMM	63873JEH9	Purchase	05/16/2024	05/17/2024	BANK OF AMERICA	NATIXIS NY	49,992,638.89			**-49,992,638.89**
44213	COMM	5148X0EG6	Redemption	05/16/2024	05/16/2024	BANK OF AMERICA	LANDES		125,000,000.00		**125,000,000.00**

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Investment #	Fund	CUSIP	TransactionType	TransactionDate	MaturityDate	Dealer	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
44215	COMM	16536HEG2	Redemption	05/16/2024	05/16/2024	BANK OF AMERICA	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
44216	COMM	63873JEG1	Redemption	05/16/2024	05/16/2024	BANK OF AMERICA	NATIXIS NY		50,000,000.00		**50,000,000.00**
44217	COMM	313384WX3	Redemption	05/16/2024	05/16/2024	BARCLAYS CAPITAL	FHLB NOTES		250,000,000.00		**250,000,000.00**
44218	COMM	313384WX3	Redemption	05/16/2024	05/16/2024	MIZUHO	FHLB NOTES		150,000,000.00		**150,000,000.00**
42009	COMM	362585AC5	Interest	05/16/2024	02/16/2027	ROYAL BANK OF	GM FINANCIAL			25,413.39	**25,413.39**
42009	COMM	362585AC5	Redemption	05/16/2024	02/16/2027	ROYAL BANK OF	GM FINANCIAL		605,959.24		**605,959.24**
44227	COMM	16536HEL1	Purchase	05/17/2024	05/20/2024	BANK OF AMERICA	CHESHAM FINANCE	74,966,687.50			**-74,966,687.50**
44229	COMM	313384XB0	Purchase	05/17/2024	05/20/2024	BARCLAYS CAPITAL	FHLB NOTES	249,890,000.00			**-249,890,000.00**
44230	COMM	313384XB0	Purchase	05/17/2024	05/20/2024	MIZUHO	FHLB NOTES	149,934,000.00			**-149,934,000.00**
44226	COMM	5148X0EL5	Purchase	05/17/2024	05/20/2024	BANK OF AMERICA	LANDES	124,944,687.50			**-124,944,687.50**
44228	COMM	63873JEL0	Purchase	05/17/2024	05/20/2024	BANK OF AMERICA	NATIXIS NY	49,977,916.67			**-49,977,916.67**
43646	COMM	7426M2EH0	Redemption	05/17/2024	05/17/2024	Academy Securities	PRIVATE EXPORT		25,000,000.00		**25,000,000.00**
44220	COMM	5148X0EH4	Redemption	05/17/2024	05/17/2024	BANK OF AMERICA	LANDES		125,000,000.00		**125,000,000.00**
44221	COMM	16536HEH0	Redemption	05/17/2024	05/17/2024	BANK OF AMERICA	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
44222	COMM	63873JEH9	Redemption	05/17/2024	05/17/2024	BANK OF AMERICA	NATIXIS NY		50,000,000.00		**50,000,000.00**
44223	COMM	313384WY1	Redemption	05/17/2024	05/17/2024	BARCLAYS CAPITAL	FHLB NOTES		250,000,000.00		**250,000,000.00**
44224	COMM	313384WY1	Redemption	05/17/2024	05/17/2024	MIZUHO	FHLB NOTES		150,000,000.00		**150,000,000.00**
40780	COMM	3135GA2Z3	Interest	05/17/2024	11/17/2025	INCAPITAL LLC	FNMA NOTES			70,000.00	**70,000.00**
43183	COMM	58933YBH7	Interest	05/17/2024	05/17/2028	CITIGROUP GLOBAL	MERCK & CO			202,500.00	**202,500.00**
43789	COMM	22532XWQ7	Interest	05/17/2024	01/17/2025	JPMorganChase	CREDIT AGRICOLE			303,929.15	**303,929.15**
44233	COMM	16536HEM9	Purchase	05/20/2024	05/21/2024	BANK OF AMERICA	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
44219	COMM	18978JAB4	Purchase	05/20/2024	10/15/2027	CITIGROUP GLOBAL	CNH EQUIPMENT	8,999,275.50			**-8,999,275.50**
44235	COMM	313384XC8	Purchase	05/20/2024	05/21/2024	BARCLAYS CAPITAL	FHLB NOTES	249,963,333.35			**-249,963,333.35**
44236	COMM	313384XC8	Purchase	05/20/2024	05/21/2024	MIZUHO	FHLB NOTES	149,977,999.50			**-149,977,999.50**
44232	COMM	5148X0EM3	Purchase	05/20/2024	05/21/2024	BANK OF AMERICA	LANDES	124,981,562.50			**-124,981,562.50**
44234	COMM	63873JEM8	Purchase	05/20/2024	05/21/2024	BANK OF AMERICA	NATIXIS NY	49,992,638.89			**-49,992,638.89**
44226	COMM	5148X0EL5	Redemption	05/20/2024	05/20/2024	BANK OF AMERICA	LANDES		125,000,000.00		**125,000,000.00**
44227	COMM	16536HEL1	Redemption	05/20/2024	05/20/2024	BANK OF AMERICA	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
44228	COMM	63873JEL0	Redemption	05/20/2024	05/20/2024	BANK OF AMERICA	NATIXIS NY		50,000,000.00		**50,000,000.00**
44229	COMM	313384XB0	Redemption	05/20/2024	05/20/2024	BARCLAYS CAPITAL	FHLB NOTES		250,000,000.00		**250,000,000.00**
44230	COMM	313384XB0	Redemption	05/20/2024	05/20/2024	MIZUHO	FHLB NOTES		150,000,000.00		**150,000,000.00**
40502	COMM	3130AJLA5	Interest	05/20/2024	05/19/2025	INCAPITAL LLC	FHLB NOTES			18,750.00	**18,750.00**
41536	COMM	3133ENEJ5	Interest	05/20/2024	11/18/2024	CITIGROUP GLOBAL	FFCB NOTES			109,375.00	**109,375.00**
42717	COMM	3133ENZ94	Interest	05/20/2024	11/18/2024	Dalwa Capital Market	FFCB NOTES			450,000.00	**450,000.00**
41321	COMM	43815EAC8	Interest	05/20/2024	11/18/2025	BARCLAYS CAPITAL	HONDA AUTO			2,043.86	**2,043.86**
41321	COMM	43815EAC8	Redemption	05/20/2024	11/18/2025	BARCLAYS CAPITAL	HONDA AUTO		771,003.36		**771,003.36**
41867	COMM	89238LAC4	Interest	05/20/2024	02/20/2025	MERRILL LYNCH	TOYOTA LEASE			4,249.08	**4,249.08**
41867	COMM	89238LAC4	Redemption	05/20/2024	02/20/2025	MERRILL LYNCH	TOYOTA LEASE		2,313,985.55		**2,313,985.55**
42119	COMM	23292GAC7	Interest	05/20/2024	01/21/2025	BARCLAYS CAPITAL	DLLST LLC			7,755.54	**7,755.54**
42119	COMM	23292GAC7	Redemption	05/20/2024	01/21/2025	BARCLAYS CAPITAL	DLLST LLC		1,015,330.45		**1,015,330.45**
42152	COMM	36266FAC3	Interest	05/20/2024	06/20/2025	BMO CAPITAL	GM FIN'CL AUTO			14,022.10	**14,022.10**

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SANTA CLARA COUNTY INVESTMENTS
Transaction Activity Report
Sorted by Fund - Transaction Date

Investment #	Fund	CUSIP	TransactionType	TransactionDate	MaturityDate	Dealer	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
42152	COMM	36266FAC3	Redemption	05/20/2024	06/20/2025	BMO CAPITAL	GM FIN'CL AUTO		2,569,748.00		**2,569,748.00**
43090	COMM	89239MAC1	Interest	05/20/2024	04/20/2026	BARCLAYS CAPITAL	TOYOTA LEASE			90,383.33	**90,383.33**
43090	COMM	89239MAC1	Redemption	05/20/2024	04/20/2026	BARCLAYS CAPITAL	TOYOTA LEASE		920,264.67		**920,264.67**
43120	COMM	92348KBL6	Interest	05/20/2024	04/20/2028	MERRILL LYNCH	VERIZON MASTER			163,000.00	**163,000.00**
43120	COMM	92348KBL6	Redemption	05/20/2024	04/20/2028	MERRILL LYNCH	VERIZON MASTER		842,225.39		**842,225.39**
43248	COMM	92867WAB4	Interest	05/20/2024	12/21/2026	MERRILL LYNCH	VOLKSWAGEN			58,305.24	**58,305.24**
43248	COMM	92867WAB4	Redemption	05/20/2024	12/21/2026	MERRILL LYNCH	VOLKSWAGEN		1,064,799.06		**1,064,799.06**
43336	COMM	88167PAC2	Interest	05/20/2024	06/22/2026	DEUTSCHE BANK	TESLA AUTO LEASE			19,633.33	**19,633.33**
43336	COMM	88167PAC2	Redemption	05/20/2024	06/22/2026	DEUTSCHE BANK	TESLA AUTO LEASE		145,396.27		**145,396.27**
43457	COMM	92867UAB8	Interest	05/20/2024	01/20/2026	BARCLAYS CAPITAL	VOLKSWAGEN			144,663.82	**144,663.82**
43457	COMM	92867UAB8	Redemption	05/20/2024	01/20/2026	BARCLAYS CAPITAL	VOLKSWAGEN		2,009,522.93		**2,009,522.93**
43771	COMM	92348KCL5	Interest	05/20/2024	12/20/2028	BANK OF AMERICA	VERIZON MASTER			72,916.67	**72,916.67**
43771	COMM	92348KCL5	Redemption	05/20/2024	12/20/2028	BANK OF AMERICA	VERIZON MASTER		289,620.81		**289,620.81**
44146	COMM	362548AD1	Interest	05/20/2024	07/20/2026	MUFG Mitsubishi	GM FIN'CL AUTO			94,489.75	**94,489.75**
44146	COMM	362548AD1	Redemption	05/20/2024	07/20/2026	MUFG Mitsubishi	GM FIN'CL AUTO		826,391.42		**826,391.42**
44146	COMM	362548AD1	Interest	05/20/2024	07/20/2026	MUFG Mitsubishi	GM FIN'CL AUTO			-34,646.23	**-34,646.23**
44146	COMM	362548AD1	Redemption	05/20/2024	07/20/2026	MUFG Mitsubishi	GM FIN'CL AUTO				**0.00**
44238	COMM	16536HEN7	Purchase	05/21/2024	05/22/2024	BANK OF AMERICA	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
44240	COMM	313384XD6	Purchase	05/21/2024	05/22/2024	BARCLAYS CAPITAL	FHLB NOTES	249,963,263.90			**-249,963,263.90**
44241	COMM	313384XD6	Purchase	05/21/2024	05/22/2024	MIZUHO	FHLB NOTES	149,977,959.00			**-149,977,959.00**
44237	COMM	5148X0EN1	Purchase	05/21/2024	05/22/2024	BANK OF AMERICA	LANDES	124,981,562.50			**-124,981,562.50**
44239	COMM	63873JEN6	Purchase	05/21/2024	05/22/2024	BANK OF AMERICA	NATIXIS NY	49,992,638.89			**-49,992,638.89**
44232	COMM	5148X0EM3	Redemption	05/21/2024	05/21/2024	BANK OF AMERICA	LANDES		125,000,000.00		**125,000,000.00**
44233	COMM	16536HEM9	Redemption	05/21/2024	05/21/2024	BANK OF AMERICA	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
44234	COMM	63873JEM8	Redemption	05/21/2024	05/21/2024	BANK OF AMERICA	NATIXIS NY		50,000,000.00		**50,000,000.00**
44235	COMM	313384XC8	Redemption	05/21/2024	05/21/2024	BARCLAYS CAPITAL	FHLB NOTES		250,000,000.00		**250,000,000.00**
44236	COMM	313384XC8	Redemption	05/21/2024	05/21/2024	MIZUHO	FHLB NOTES		150,000,000.00		**150,000,000.00**
42712	COMM	06405LAC5	Interest	05/21/2024	11/21/2025	JPMorganChase	BANK OF NEW			522,400.00	**522,400.00**
42736	COMM	637639AH8	Interest	05/21/2024	11/21/2027	BOK FINANCIAL	NATIONAL SECS			381,225.00	**381,225.00**
40965	COMM	43813GAC5	Interest	05/21/2024	04/21/2025	JPMorganChase	HONDA AUTO			87.06	**87.06**
40965	COMM	43813GAC5	Redemption	05/21/2024	04/21/2025	JPMorganChase	HONDA AUTO		363,255.13		**363,255.13**
41554	COMM	43815GAC3	Interest	05/21/2024	01/21/2026	MERRILL LYNCH	HONDA AUTO			5,075.73	**5,075.73**
41554	COMM	43815GAC3	Redemption	05/21/2024	01/21/2026	MERRILL LYNCH	HONDA AUTO		671,720.42		**671,720.42**
42950	COMM	43815JAC7	Interest	05/21/2024	04/21/2027	CITIGROUP GLOBAL	HONDA AUTO			54,600.00	**54,600.00**
42950	COMM	43815JAC7	Redemption	05/21/2024	04/21/2027	CITIGROUP GLOBAL	HONDA AUTO		367,292.66		**367,292.66**
43617	COMM	438123AB7	Interest	05/21/2024	06/22/2026	JPMorganChase	HONDA AUTO			141,858.34	**141,858.34**
43617	COMM	438123AB7	Redemption	05/21/2024	06/22/2026	JPMorganChase	HONDA AUTO		1,035,394.63		**1,035,394.63**
44246	COMM	16536HEP2	Purchase	05/22/2024	05/23/2024	BANK OF AMERICA	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
44248	COMM	313384XE4	Purchase	05/22/2024	05/23/2024	BARCLAYS CAPITAL	FHLB NOTES	249,963,263.90			**-249,963,263.90**
44249	COMM	313384XE4	Purchase	05/22/2024	05/23/2024	MIZUHO	FHLB NOTES	149,977,959.00			**-149,977,959.00**
44212	COMM	412922AC0	Purchase	05/22/2024	03/15/2029	BMO CAPITAL	HARLEY-DAVIDSON	20,998,910.10			**-20,998,910.10**

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Investment #	Fund	CUSIP	TransactionType	TransactionDate	MaturityDate	Dealer	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
44244	COMM	5148X0EP6	Purchase	05/22/2024	05/23/2024	BANK OF AMERICA	LANDES	124,981,562.50			-124,981,562.50
44247	COMM	63873JEP1	Purchase	05/22/2024	05/23/2024	BANK OF AMERICA	NATIXIS NY	49,992,638.89			-49,992,638.89
44237	COMM	5148X0EN1	Redemption	05/22/2024	05/22/2024	BANK OF AMERICA	LANDES		125,000,000.00		125,000,000.00
44238	COMM	16536HEN7	Redemption	05/22/2024	05/22/2024	BANK OF AMERICA	CHESHAM FINANCE		75,000,000.00		75,000,000.00
44239	COMM	63873JEN6	Redemption	05/22/2024	05/22/2024	BANK OF AMERICA	NATIXIS NY		50,000,000.00		50,000,000.00
44240	COMM	313384XD6	Redemption	05/22/2024	05/22/2024	BARCLAYS CAPITAL	FHLB NOTES		250,000,000.00		250,000,000.00
44241	COMM	313384XD6	Redemption	05/22/2024	05/22/2024	MIZUHO	FHLB NOTES		150,000,000.00		150,000,000.00
43199	COMM	06405LAD3	Interest	05/22/2024	05/22/2026	LOOP CAPITAL	BANK OF NEW			386,100.00	386,100.00
44256	COMM	16536HEQ0	Purchase	05/23/2024	05/24/2024	BANK OF AMERICA	CHESHAM FINANCE	74,988,895.83			-74,988,895.83
44258	COMM	313384XF1	Purchase	05/23/2024	05/24/2024	BARCLAYS CAPITAL	FHLB NOTES	249,963,263.90			-249,963,263.90
44259	COMM	313384XF1	Purchase	05/23/2024	05/24/2024	MIZUHO	FHLB NOTES	149,977,959.00			-149,977,959.00
44255	COMM	5148X0EQ4	Purchase	05/23/2024	05/24/2024	BANK OF AMERICA	LANDES	124,981,562.50			-124,981,562.50
44231	COMM	58770JAD6	Purchase	05/23/2024	01/18/2028	MIZUHO	MERCEDES-BENZ	11,998,596.00			-11,998,596.00
44257	COMM	63873JEQ9	Purchase	05/23/2024	05/24/2024	BANK OF AMERICA	NATIXIS NY	49,992,638.89			-49,992,638.89
43657	COMM	912797HR1	Redemption	05/23/2024	05/23/2024	MIZUHO	U S TREASURY BILL		100,000,000.00		100,000,000.00
44244	COMM	5148X0EP6	Redemption	05/23/2024	05/23/2024	BANK OF AMERICA	LANDES		125,000,000.00		125,000,000.00
44246	COMM	16536HEP2	Redemption	05/23/2024	05/23/2024	BANK OF AMERICA	CHESHAM FINANCE		75,000,000.00		75,000,000.00
44247	COMM	63873JEP1	Redemption	05/23/2024	05/23/2024	BANK OF AMERICA	NATIXIS NY		50,000,000.00		50,000,000.00
44248	COMM	313384XE4	Redemption	05/23/2024	05/23/2024	BARCLAYS CAPITAL	FHLB NOTES		250,000,000.00		250,000,000.00
44249	COMM	313384XE4	Redemption	05/23/2024	05/23/2024	MIZUHO	FHLB NOTES		150,000,000.00		150,000,000.00
44261	COMM	16536HEU1	Purchase	05/24/2024	05/28/2024	BANK OF AMERICA	CHESHAM FINANCE	74,955,583.33			-74,955,583.33
44263	COMM	313384XK0	Purchase	05/24/2024	05/28/2024	BARCLAYS CAPITAL	FHLB NOTES	249,853,050.00			-249,853,050.00
44264	COMM	313384XK0	Purchase	05/24/2024	05/28/2024	MIZUHO	FHLB NOTES	149,911,833.00			-149,911,833.00
44260	COMM	5148X0EU5	Purchase	05/24/2024	05/28/2024	BANK OF AMERICA	LANDES	124,926,250.00			-124,926,250.00
44262	COMM	63873JEU0	Purchase	05/24/2024	05/28/2024	BANK OF AMERICA	NATIXIS NY	49,970,555.56			-49,970,555.56
44255	COMM	5148X0EQ4	Redemption	05/24/2024	05/24/2024	BANK OF AMERICA	LANDES		125,000,000.00		125,000,000.00
44256	COMM	16536HEQ0	Redemption	05/24/2024	05/24/2024	BANK OF AMERICA	CHESHAM FINANCE		75,000,000.00		75,000,000.00
44257	COMM	63873JEQ9	Redemption	05/24/2024	05/24/2024	BANK OF AMERICA	NATIXIS NY		50,000,000.00		50,000,000.00
44258	COMM	313384XF1	Redemption	05/24/2024	05/24/2024	BARCLAYS CAPITAL	FHLB NOTES		250,000,000.00		250,000,000.00
44259	COMM	313384XF1	Redemption	05/24/2024	05/24/2024	MIZUHO	FHLB NOTES		150,000,000.00		150,000,000.00
44267	COMM	16536HEV9	Purchase	05/28/2024	05/29/2024	BANK OF AMERICA	CHESHAM FINANCE	74,988,895.83			-74,988,895.83
44309	COMM	3133ERFV8	Purchase	05/28/2024	05/28/2027	LOOP CAPITAL	FFCB NOTES	40,000,000.00			-40,000,000.00
44269	COMM	313384XL8	Purchase	05/28/2024	05/29/2024	BARCLAYS CAPITAL	FHLB NOTES	249,963,325.00			-249,963,325.00
44270	COMM	313384XL8	Purchase	05/28/2024	05/29/2024	MIZUHO	FHLB NOTES	149,977,999.50			-149,977,999.50
44265	COMM	5148X0EV3	Purchase	05/28/2024	05/29/2024	BANK OF AMERICA	LANDES	124,981,562.50			-124,981,562.50
44268	COMM	63873JEV8	Purchase	05/28/2024	05/29/2024	BANK OF AMERICA	NATIXIS NY	49,992,638.89			-49,992,638.89
44260	COMM	5148X0EU5	Redemption	05/28/2024	05/28/2024	BANK OF AMERICA	LANDES		125,000,000.00		125,000,000.00
44261	COMM	16536HEU1	Redemption	05/28/2024	05/28/2024	BANK OF AMERICA	CHESHAM FINANCE		75,000,000.00		75,000,000.00
44262	COMM	63873JEU0	Redemption	05/28/2024	05/28/2024	BANK OF AMERICA	NATIXIS NY		50,000,000.00		50,000,000.00
44263	COMM	313384XK0	Redemption	05/28/2024	05/28/2024	BARCLAYS CAPITAL	FHLB NOTES		250,000,000.00		250,000,000.00
44264	COMM	313384XK0	Redemption	05/28/2024	05/28/2024	MIZUHO	FHLB NOTES		150,000,000.00		150,000,000.00

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Investment #	Fund	CUSIP	TransactionType	TransactionDate	MaturityDate	Dealer	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
40506	COMM	3134GVVX3	Interest	05/28/2024	05/28/2025	INCAPITAL LLC	FHLMC NOTES			22,500.00	**22,500.00**
39654	COMM	3137BP4J5	Interest	05/28/2024	03/25/2026	KEYBANC CAPITAL	FHLMC			15,030.53	**15,030.53**
39654	COMM	3137BP4J5	Redemption	05/28/2024	03/25/2026	KEYBANC CAPITAL	FHLMC		314,566.72		**314,566.72**
40390	COMM	3137BHCY1	Interest	05/28/2024	01/25/2025	BOK FINANCIAL	FHLMC			19,957.94	**19,957.94**
40390	COMM	3137BHCY1	Redemption	05/28/2024	01/25/2025	BOK FINANCIAL	FHLMC		17,059.85		**17,059.85**
40511	COMM	3136AXVB8	Interest	05/28/2024	07/25/2024	BOK FINANCIAL	FNMA			12,068.04	**12,068.04**
40511	COMM	3136AXVB8	Redemption	05/28/2024	07/25/2024	BOK FINANCIAL	FNMA		1,023.28		**1,023.28**
40526	COMM	3137BSP64	Interest	05/28/2024	07/25/2026	BOK FINANCIAL	FHLMC			16,044.68	**16,044.68**
40526	COMM	3137BSP64	Redemption	05/28/2024	07/25/2026	BOK FINANCIAL	FHLMC		261,346.20		**261,346.20**
40539	COMM	3137BKGH7	Interest	05/28/2024	07/25/2025	BOK FINANCIAL	FHLMC			1,462.20	**1,462.20**
40539	COMM	3137BKGH7	Redemption	05/28/2024	07/25/2025	BOK FINANCIAL	FHLMC		134,514.29		**134,514.29**
40541	COMM	3138L7CU8	Interest	05/28/2024	07/01/2024	BOK FINANCIAL	FNMA			44,633.83	**44,633.83**
40541	COMM	3138L7CU8	Redemption	05/28/2024	07/01/2024	BOK FINANCIAL	FNMA		44,544.37		**44,544.37**
40630	COMM	3138LJWY2	Interest	05/28/2024	10/01/2025	BOK FINANCIAL	FHLMC			28,862.60	**28,862.60**
40630	COMM	3138LJWY2	Redemption	05/28/2024	10/01/2025	BOK FINANCIAL	FHLMC		26,230.27		**26,230.27**
40638	COMM	3137BYLE8	Interest	05/28/2024	10/25/2025	BOK FINANCIAL	FHLMC			14,962.50	**14,962.50**
40638	COMM	3137BYLE8	Redemption	05/28/2024	10/25/2025	BOK FINANCIAL	FHLMC		408,250.49		**408,250.49**
40743	COMM	3136AY6S7	Interest	05/28/2024	11/25/2024	BOK FINANCIAL	FNMA			24,470.43	**24,470.43**
40743	COMM	3136AY6S7	Redemption	05/28/2024	11/25/2024	BOK FINANCIAL	FNMA		2,109,515.00		**2,109,515.00**
40784	COMM	3137F72W4	Interest	05/28/2024	09/25/2029	JPMorganChase	FHLMC			9,186.74	**9,186.74**
40784	COMM	3137F72W4	Redemption	05/28/2024	09/25/2029	JPMorganChase	FHLMC		996.90		**996.90**
40812	COMM	3132XFFH6	Interest	05/28/2024	10/01/2025	BOK FINANCIAL	FHLMC			28,875.00	**28,875.00**
40812	COMM	3132XFFH6	Redemption	05/28/2024	10/01/2025	BOK FINANCIAL	FHLMC		2,724,905.45		**2,724,905.45**
40905	COMM	3138LEC33	Interest	05/28/2024	07/01/2026	BOK FINANCIAL	FNMA			18,863.73	**18,863.73**
40905	COMM	3138LEC33	Redemption	05/28/2024	07/01/2026	BOK FINANCIAL	FNMA		16,146.30		**16,146.30**
40976	COMM	3137FATE8	Interest	05/28/2024	08/25/2024	JPMorganChase	FHLMC			74,550.00	**74,550.00**
40976	COMM	3137FATE8	Redemption	05/28/2024	08/25/2024	JPMorganChase	FHLMC		6,583,964.89		**6,583,964.89**
40983	COMM	3137FF3W5	Interest	05/28/2024	09/25/2027	LOOP CAPITAL	FHLMC			1,548.76	**1,548.76**
40983	COMM	3137FF3W5	Redemption	05/28/2024	09/25/2027	LOOP CAPITAL	FHLMC		68,897.35		**68,897.35**
41131	COMM	3137BYLE8	Interest	05/28/2024	10/25/2025	BOK FINANCIAL	FHLMC			11,250.00	**11,250.00**
41131	COMM	3137BYLE8	Redemption	05/28/2024	10/25/2025	BOK FINANCIAL	FHLMC				**0.00**
41133	COMM	3137FYZG4	Interest	05/28/2024	06/25/2027	JPMorganChase	FHLMC			4,903.20	**4,903.20**
41133	COMM	3137FYZG4	Redemption	05/28/2024	06/25/2027	JPMorganChase	FHLMC		17,661.35		**17,661.35**
41164	COMM	3137FPJ55	Interest	05/28/2024	07/25/2027	INCAPITAL LLC	FHLMC			36,688.62	**36,688.62**
41164	COMM	3137FPJ55	Redemption	05/28/2024	07/25/2027	INCAPITAL LLC	FHLMC		408,816.72		**408,816.72**
41192	COMM	3137FBAB2	Interest	05/28/2024	08/25/2027	INCAPITAL LLC	FHLMC			17,173.18	**17,173.18**
41192	COMM	3137FBAB2	Redemption	05/28/2024	08/25/2027	INCAPITAL LLC	FHLMC		167,947.90		**167,947.90**
41222	COMM	3137H14A1	Interest	05/28/2024	01/25/2028	JPMorganChase	FHLMC			11,829.89	**11,829.89**
41222	COMM	3137H14A1	Redemption	05/28/2024	01/25/2028	JPMorganChase	FHLMC		208,517.73		**208,517.73**
41228	COMM	3136AUG21	Interest	05/28/2024	10/25/2026	BOK FINANCIAL	FNMA			36,641.89	**36,641.89**
41228	COMM	3136AUG21	Redemption	05/28/2024	10/25/2026	BOK FINANCIAL	FNMA		405,169.25		**405,169.25**

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Investment #	Fund	CUSIP	TransactionType	TransactionDate	MaturityDate	Dealer	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
41319	COMM	3132XFD47	Interest	05/28/2024	11/01/2026	BOK FINANCIAL	FHLMC			26,250.00	**26,250.00**
41319	COMM	3132XFD47	Redemption	05/28/2024	11/01/2026	BOK FINANCIAL	FHLMC		571,603.33		**571,603.33**
41491	COMM	3138LNKZ3	Interest	05/28/2024	06/01/2025	BOK FINANCIAL	FNMA			7,267.17	**7,267.17**
41491	COMM	3138LNKZ3	Redemption	05/28/2024	06/01/2025	BOK FINANCIAL	FNMA		4,074.22		**4,074.22**
41524	COMM	3133LJAN1	Interest	05/28/2024	11/01/2031	INCAPITAL LLC	FHLMC SINGLE			12,989.11	**12,989.11**
41524	COMM	3133LJAN1	Redemption	05/28/2024	11/01/2031	INCAPITAL LLC	FHLMC SINGLE		169,723.98		**169,723.98**
41525	COMM	3140QMQJ6	Interest	05/28/2024	11/01/2031	INCAPITAL LLC	FNMA SINGLE			11,955.72	**11,955.72**
41525	COMM	3140QMQJ6	Redemption	05/28/2024	11/01/2031	INCAPITAL LLC	FNMA SINGLE		125,845.20		**125,845.20**
41526	COMM	3140XDHF6	Interest	05/28/2024	09/01/2031	INCAPITAL LLC	FNMA SINGLE			21,457.80	**21,457.80**
41526	COMM	3140XDHF6	Redemption	05/28/2024	09/01/2031	INCAPITAL LLC	FNMA SINGLE		317,851.13		**317,851.13**
41675	COMM	3133LPUA3	Interest	05/28/2024	01/01/2032	INCAPITAL LLC	FHLMC SINGLE			19,187.47	**19,187.47**
41675	COMM	3133LPUA3	Redemption	05/28/2024	01/01/2032	INCAPITAL LLC	FHLMC SINGLE		211,577.74		**211,577.74**
41676	COMM	31418EAD2	Interest	05/28/2024	12/01/2031	INCAPITAL LLC	FNMA SINGLE			16,904.51	**16,904.51**
41676	COMM	31418EAD2	Redemption	05/28/2024	12/01/2031	INCAPITAL LLC	FNMA SINGLE		212,296.00		**212,296.00**
41791	COMM	3137FQ3Y7	Interest	05/28/2024	07/25/2029	INCAPITAL LLC	FHLMC			32,865.02	**32,865.02**
41791	COMM	3137FQ3Y7	Redemption	05/28/2024	07/25/2029	INCAPITAL LLC	FHLMC		102,512.23		**102,512.23**
41803	COMM	3137BEVH4	Interest	05/28/2024	09/25/2024	INCAPITAL LLC	FHLMC			33,508.19	**33,508.19**
41803	COMM	3137BEVH4	Redemption	05/28/2024	09/25/2024	INCAPITAL LLC	FHLMC		1,180,727.52		**1,180,727.52**
41854	COMM	3138LDLP6	Interest	05/28/2024	04/01/2026	BOK FINANCIAL	FNMA			23,841.44	**23,841.44**
41854	COMM	3138LDLP6	Redemption	05/28/2024	04/01/2026	BOK FINANCIAL	FNMA		18,095.77		**18,095.77**
41892	COMM	3137H6LT0	Interest	05/28/2024	03/25/2027	JPMorganChase	FHLMC			36,564.67	**36,564.67**
41892	COMM	3137H6LT0	Redemption	05/28/2024	03/25/2027	JPMorganChase	FHLMC		71,448.32		**71,448.32**
42039	COMM	3138LCT54	Interest	05/28/2024	01/01/2026	JPMorganChase	FNMA			90,416.67	**90,416.67**
42039	COMM	3138LCT54	Redemption	05/28/2024	01/01/2026	JPMorganChase	FNMA		1,805,772.15		**1,805,772.15**
42046	COMM	3137H73W1	Interest	05/28/2024	04/25/2027	MERRILL LYNCH	FHLMC			41,462.41	**41,462.41**
42046	COMM	3137H73W1	Redemption	05/28/2024	04/25/2027	MERRILL LYNCH	FHLMC		1,917,952.74		**1,917,952.74**
42093	COMM	3137F1G44	Interest	05/28/2024	04/25/2027	JPMorganChase	FHLMC			94,587.50	**94,587.50**
42093	COMM	3137F1G44	Redemption	05/28/2024	04/25/2027	JPMorganChase	FHLMC		1,086,052.10		**1,086,052.10**
42099	COMM	3137BXQY1	Interest	05/28/2024	03/25/2027	JPMorganChase	FHLMC			107,466.68	**107,466.68**
42099	COMM	3137BXQY1	Redemption	05/28/2024	03/25/2027	JPMorganChase	FHLMC		1,269,454.91		**1,269,454.91**
42110	COMM	3137F2LJ3	Interest	05/28/2024	06/25/2027	BOK FINANCIAL	FHLMC			90,912.50	**90,912.50**
42110	COMM	3137F2LJ3	Redemption	05/28/2024	06/25/2027	BOK FINANCIAL	FHLMC				**0.00**
42111	COMM	3138LDYK3	Interest	05/28/2024	07/01/2026	BOK FINANCIAL	FNMA NOTES			80,413.80	**80,413.80**
42111	COMM	3138LDYK3	Redemption	05/28/2024	07/01/2026	BOK FINANCIAL	FNMA NOTES		90,509.40		**90,509.40**
42112	COMM	3138LFUJ5	Interest	05/28/2024	10/01/2026	JPMorganChase	FNMA			41,166.67	**41,166.67**
42112	COMM	3138LFUJ5	Redemption	05/28/2024	10/01/2026	JPMorganChase	FNMA		727,617.51		**727,617.51**
42120	COMM	3136AK2F9	Interest	05/28/2024	08/25/2026	BOK FINANCIAL	FNMA			104,808.18	**104,808.18**
42120	COMM	3136AK2F9	Redemption	05/28/2024	08/25/2026	BOK FINANCIAL	FNMA		74,497.86		**74,497.86**
42133	COMM	3138LD5W9	Interest	05/28/2024	06/01/2026	BOK FINANCIAL	FNMA			32,812.50	**32,812.50**
42133	COMM	3138LD5W9	Redemption	05/28/2024	06/01/2026	BOK FINANCIAL	FNMA		620,466.77		**620,466.77**
42137	COMM	3138LD5W9	Interest	05/28/2024	06/01/2026	BOK FINANCIAL	FNMA			32,812.50	**32,812.50**

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42137	COMM	3138LD5W9	Redemption	05/28/2024	06/01/2026	BOK FINANCIAL	FNMA				**0.00**
42150	COMM	3137F1G44	Interest	05/28/2024	04/25/2027	BOK FINANCIAL	FHLMC			54,050.00	**54,050.00**
42150	COMM	3137F1G44	Redemption	05/28/2024	04/25/2027	BOK FINANCIAL	FHLMC				**0.00**
42151	COMM	3138LEC82	Interest	05/28/2024	07/01/2026	JPMorganChase	FNMA			42,833.33	**42,833.33**
42151	COMM	3138LEC82	Redemption	05/28/2024	07/01/2026	JPMorganChase	FNMA		799,375.96		**799,375.96**
42183	COMM	05602RAD3	Interest	05/28/2024	08/25/2026	ROYAL BANK OF	BMW VEHICLE			27,562.95	**27,562.95**
42183	COMM	05602RAD3	Redemption	05/28/2024	08/25/2026	ROYAL BANK OF	BMW VEHICLE		794,866.32		**794,866.32**
42187	COMM	3137F4CY6	Interest	05/28/2024	09/25/2024	JPMorganChase	FHLMC			51,684.83	**51,684.83**
42187	COMM	3137F4CY6	Redemption	05/28/2024	09/25/2024	JPMorganChase	FHLMC		11,146.25		**11,146.25**
42188	COMM	3140HV6S8	Interest	05/28/2024	11/01/2026	JPMorganChase	FNMA			54,750.00	**54,750.00**
42188	COMM	3140HV6S8	Redemption	05/28/2024	11/01/2026	JPMorganChase	FNMA		1,053,113.28		**1,053,113.28**
42205	COMM	3137FMD25	Interest	05/28/2024	04/25/2026	JPMorganChase	FHLMC			47,772.91	**47,772.91**
42205	COMM	3137FMD25	Redemption	05/28/2024	04/25/2026	JPMorganChase	FHLMC		866,649.08		**866,649.08**
42234	COMM	3138LD5W9	Interest	05/28/2024	06/01/2026	JPMorganChase	FNMA			17,500.00	**17,500.00**
42234	COMM	3138LD5W9	Redemption	05/28/2024	06/01/2026	JPMorganChase	FNMA				**0.00**
42757	COMM	3137FBAJ5	Interest	05/28/2024	08/25/2027	BOK FINANCIAL	FHLMC			29,255.59	**29,255.59**
42757	COMM	3137FBAJ5	Redemption	05/28/2024	08/25/2027	BOK FINANCIAL	FHLMC		287,955.99		**287,955.99**
42758	COMM	3138L5FA3	Interest	05/28/2024	12/01/2025	BOK FINANCIAL	FNMA			27,704.75	**27,704.75**
42758	COMM	3138L5FA3	Redemption	05/28/2024	12/01/2025	BOK FINANCIAL	FNMA		16,121.73		**16,121.73**
42764	COMM	3137BYLD0	Interest	05/28/2024	02/25/2027	BOK FINANCIAL	FHLMC			54,800.00	**54,800.00**
42764	COMM	3137BYLD0	Redemption	05/28/2024	02/25/2027	BOK FINANCIAL	FHLMC		620,727.37		**620,727.37**
42786	COMM	3137F4X23	Interest	05/28/2024	02/25/2025	BOK FINANCIAL	FHLMC			21,900.00	**21,900.00**
42786	COMM	3137F4X23	Redemption	05/28/2024	02/25/2025	BOK FINANCIAL	FHLMC		671,638.82		**671,638.82**
42878	COMM	3138LCT54-A	Interest	05/28/2024	01/01/2026	BOK FINANCIAL	FNMA			25,833.33	**25,833.33**
42878	COMM	3138LCT54-A	Redemption	05/28/2024	01/01/2026	BOK FINANCIAL	FNMA		498,859.99		**498,859.99**
42910	COMM	3138LECC3	Interest	05/28/2024	07/01/2026	BOK FINANCIAL	FNMA NOTES			80,666.67	**80,666.67**
42910	COMM	3138LECC3	Redemption	05/28/2024	07/01/2026	BOK FINANCIAL	FNMA NOTES		1,551,867.85		**1,551,867.85**
42927	COMM	05593AAC3	Interest	05/28/2024	11/25/2025	MERRILL LYNCH	BMW VEHICLE			22,575.00	**22,575.00**
42927	COMM	05593AAC3	Redemption	05/28/2024	11/25/2025	MERRILL LYNCH	BMW VEHICLE		41,570.25		**41,570.25**
42931	COMM	3132CW3F9	Interest	05/28/2024	12/01/2027	MERRILL LYNCH	FHLMC			42,445.57	**42,445.57**
42931	COMM	3132CW3F9	Redemption	05/28/2024	12/01/2027	MERRILL LYNCH	FHLMC		831,270.77		**831,270.77**
42949	COMM	3132XGQ74	Interest	05/28/2024	11/01/2027	BOK FINANCIAL	FHLMC			137,871.33	**137,871.33**
42949	COMM	3132XGQ74	Redemption	05/28/2024	11/01/2027	BOK FINANCIAL	FHLMC		59,907.15		**59,907.15**
43042	COMM	3136AMMF3	Interest	05/28/2024	12/25/2024	KEYBANC CAPITAL	FNMA			46,886.68	**46,886.68**
43042	COMM	3136AMMF3	Redemption	05/28/2024	12/25/2024	KEYBANC CAPITAL	FNMA		36,249.44		**36,249.44**
43054	COMM	3137FEZT0	Interest	05/28/2024	12/25/2027	BOK FINANCIAL	FHLMC			83,368.47	**83,368.47**
43054	COMM	3137FEZT0	Redemption	05/28/2024	12/25/2027	BOK FINANCIAL	FHLMC		570,165.96		**570,165.96**
43080	COMM	3132XFLM8	Interest	05/28/2024	02/01/2028	BOK FINANCIAL	FHLMC			111,656.67	**111,656.67**
43080	COMM	3132XFLM8	Redemption	05/28/2024	02/01/2028	BOK FINANCIAL	FHLMC		691,025.62		**691,025.62**
43098	COMM	3140LJKS4	Interest	05/28/2024	01/01/2028	BOK FINANCIAL	FNMA			88,072.22	**88,072.22**
43098	COMM	3140LJKS4	Redemption	05/28/2024	01/01/2028	BOK FINANCIAL	FNMA		536,883.65		**536,883.65**

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43105	COMM	30322KAE3	Interest	05/28/2024	07/25/2026	KEYBANC CAPITAL	FREDDIE MAC			19,120.44	**19,120.44**
43105	COMM	30322KAE3	Redemption	05/28/2024	07/25/2026	KEYBANC CAPITAL	FREDDIE MAC		47,695.14		**47,695.14**
43145	COMM	3140LJJN7	Interest	05/28/2024	01/01/2028	BOK FINANCIAL	FNMA			112,299.85	**112,299.85**
43145	COMM	3140LJJN7	Redemption	05/28/2024	01/01/2028	BOK FINANCIAL	FNMA		708,707.83		**708,707.83**
43162	COMM	3140LHFC9	Interest	05/28/2024	09/01/2027	BOK FINANCIAL	FNMA			73,541.67	**73,541.67**
43162	COMM	3140LHFC9	Redemption	05/28/2024	09/01/2027	BOK FINANCIAL	FNMA		642,774.14		**642,774.14**
43200	COMM	3140LJS23	Interest	05/28/2024	02/01/2028	BOK FINANCIAL	FNMA			86,875.00	**86,875.00**
43200	COMM	3140LJS23	Redemption	05/28/2024	02/01/2028	BOK FINANCIAL	FNMA		556,810.13		**556,810.13**
43243	COMM	3137FHQ22	Interest	05/28/2024	07/25/2025	BOK FINANCIAL	FHLMC			35,659.60	**35,659.60**
43243	COMM	3137FHQ22	Redemption	05/28/2024	07/25/2025	BOK FINANCIAL	FHLMC		14,042.28		**14,042.28**
43268	COMM	3140LJX68	Interest	05/28/2024	06/01/2028	BOK FINANCIAL	FNMA			82,711.42	**82,711.42**
43268	COMM	3140LJX68	Redemption	05/28/2024	06/01/2028	BOK FINANCIAL	FNMA		467,914.81		**467,914.81**
43391	COMM	3137FJXQ7	Interest	05/28/2024	08/25/2025	KEYBANC CAPITAL	FHLMC			73,207.83	**73,207.83**
43391	COMM	3137FJXQ7	Redemption	05/28/2024	08/25/2025	KEYBANC CAPITAL	FHLMC		138,029.50		**138,029.50**
43504	COMM	055979AB4	Interest	05/28/2024	08/25/2025	JPMorganChase	BMW VEHICLE			59,926.25	**59,926.25**
43504	COMM	055979AB4	Redemption	05/28/2024	08/25/2025	JPMorganChase	BMW VEHICLE		1,641,869.00		**1,641,869.00**
43563	COMM	3140LLCB5	Interest	05/28/2024	07/01/2028	BOK FINANCIAL	FNMA			86,728.95	**86,728.95**
43563	COMM	3140LLCB5	Redemption	05/28/2024	07/01/2028	BOK FINANCIAL	FNMA		419,013.52		**419,013.52**
43597	COMM	3132XGW51	Interest	05/28/2024	07/01/2028	BOK FINANCIAL	FHLMC			52,056.65	**52,056.65**
43597	COMM	3132XGW51	Redemption	05/28/2024	07/01/2028	BOK FINANCIAL	FHLMC		265,501.50		**265,501.50**
43628	COMM	3137BLVK1	Interest	05/28/2024	07/25/2025	JPMorganChase	FHLMC			66,215.01	**66,215.01**
43628	COMM	3137BLVK1	Redemption	05/28/2024	07/25/2025	JPMorganChase	FHLMC		1,625,982.91		**1,625,982.91**
43629	COMM	3132XGVS2	Interest	05/28/2024	06/01/2028	BOK FINANCIAL	FREDDIE MAC			115,923.00	**115,923.00**
43629	COMM	3132XGVS2	Redemption	05/28/2024	06/01/2028	BOK FINANCIAL	FREDDIE MAC		517,236.04		**517,236.04**
43636	COMM	3137HB3G7	Interest	05/28/2024	10/25/2028	BANK OF AMERICA	FHLMC			85,050.00	**85,050.00**
43636	COMM	3137HB3G7	Redemption	05/28/2024	10/25/2028	BANK OF AMERICA	FHLMC		357,903.59		**357,903.59**
43889	COMM	3132XFND6	Interest	05/28/2024	08/01/2028	BOK FINANCIAL	FHLMC			171,358.33	**171,358.33**
43889	COMM	3132XFND6	Redemption	05/28/2024	08/01/2028	BOK FINANCIAL	FHLMC		741,419.19		**741,419.19**
44063	COMM	3142FFGN1	Interest	05/28/2024	01/01/2029	BOK FINANCIAL	FNMA			153,333.33	**153,333.33**
44063	COMM	3142FFGN1	Redemption	05/28/2024	01/01/2029	BOK FINANCIAL	FNMA		627,358.79		**627,358.79**
44063	COMM	3142FFGN1	Interest	05/28/2024	01/01/2029	BOK FINANCIAL	FNMA			-71,555.56	**-71,555.56**
44063	COMM	3142FFGN1	Redemption	05/28/2024	01/01/2029	BOK FINANCIAL	FNMA				**0.00**
44272	COMM	16536HEW7	Purchase	05/29/2024	05/30/2024	BANK OF AMERICA	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
44274	COMM	313384XM6	Purchase	05/29/2024	05/30/2024	BARCLAYS CAPITAL	FHLB NOTES	249,963,472.50			**-249,963,472.50**
44275	COMM	313384XM6	Purchase	05/29/2024	05/30/2024	MIZUHO	FHLB NOTES	149,978,083.50			**-149,978,083.50**
44271	COMM	5148X0EW1	Purchase	05/29/2024	05/30/2024	BANK OF AMERICA	LANDES	124,981,562.50			**-124,981,562.50**
44273	COMM	63873JEW6	Purchase	05/29/2024	05/30/2024	BANK OF AMERICA	NATIXIS NY	49,992,638.89			**-49,992,638.89**
44265	COMM	5148X0EV3	Redemption	05/29/2024	05/29/2024	BANK OF AMERICA	LANDES		125,000,000.00		**125,000,000.00**
44267	COMM	16536HEV9	Redemption	05/29/2024	05/29/2024	BANK OF AMERICA	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
44268	COMM	63873JEV8	Redemption	05/29/2024	05/29/2024	BANK OF AMERICA	NATIXIS NY		50,000,000.00		**50,000,000.00**
44269	COMM	313384XL8	Redemption	05/29/2024	05/29/2024	BARCLAYS CAPITAL	FHLB NOTES		250,000,000.00		**250,000,000.00**

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44270	COMM	313384XL8	Redemption	05/29/2024	05/29/2024	MIZUHO	FHLB NOTES		150,000,000.00		**150,000,000.00**
42728	COMM	3130ATW45	Interest	05/29/2024	11/29/2027	LOOP CAPITAL	FHLB NOTES			757,500.00	**757,500.00**
42729	COMM	31422XR20	Interest	05/29/2024	11/29/2024	LOOP CAPITAL	FARMER MAC			631,250.00	**631,250.00**
44278	COMM	16536HEX5	Purchase	05/30/2024	05/31/2024	BANK OF AMERICA	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
44280	COMM	313384XN4	Purchase	05/30/2024	05/31/2024	BARCLAYS CAPITAL	FHLB NOTES	249,963,680.55			**-249,963,680.55**
44281	COMM	313384XN4	Purchase	05/30/2024	05/31/2024	MIZUHO	FHLB NOTES	149,978,208.00			**-149,978,208.00**
44277	COMM	5148X0EX9	Purchase	05/30/2024	05/31/2024	BANK OF AMERICA	LANDES	124,981,562.50			**-124,981,562.50**
44279	COMM	63873JEX4	Purchase	05/30/2024	05/31/2024	BANK OF AMERICA	NATIXIS NY	49,992,638.89			**-49,992,638.89**
40783	COMM	3134GXDK7	Redemption	05/30/2024	05/30/2024	BOK FINANCIAL	FHLMC NOTES		30,000,000.00		**30,000,000.00**
44271	COMM	5148X0EW1	Redemption	05/30/2024	05/30/2024	BANK OF AMERICA	LANDES		125,000,000.00		**125,000,000.00**
44272	COMM	16536HEW7	Redemption	05/30/2024	05/30/2024	BANK OF AMERICA	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
44273	COMM	63873JEW6	Redemption	05/30/2024	05/30/2024	BANK OF AMERICA	NATIXIS NY		50,000,000.00		**50,000,000.00**
44274	COMM	313384XM6	Redemption	05/30/2024	05/30/2024	BARCLAYS CAPITAL	FHLB NOTES		250,000,000.00		**250,000,000.00**
44275	COMM	313384XM6	Redemption	05/30/2024	05/30/2024	MIZUHO	FHLB NOTES		150,000,000.00		**150,000,000.00**
40783	COMM	3134GXDK7	Interest	05/30/2024	05/30/2024	BOK FINANCIAL	FHLMC NOTES			48,750.00	**48,750.00**
43213	COMM	637639AJ4	Interest	05/30/2024	05/30/2025	CITIGROUP GLOBAL	NATIONAL SECS			128,750.00	**128,750.00**
44282	COMM	16536HF30	Purchase	05/31/2024	06/03/2024	BANK OF AMERICA	CHESHAM FINANCE	74,966,687.50			**-74,966,687.50**
44284	COMM	313384XR5	Purchase	05/31/2024	06/03/2024	BARCLAYS CAPITAL	FHLB NOTES	249,891,458.35			**-249,891,458.35**
44285	COMM	313384XR5	Purchase	05/31/2024	06/03/2024	MIZUHO	FHLB NOTES	149,934,874.50			**-149,934,874.50**
44283	COMM	5148X0F34	Purchase	05/31/2024	06/03/2024	BANK OF AMERICA	LANDES	41,431,658.38			**-41,431,658.38**
44277	COMM	5148X0EX9	Redemption	05/31/2024	05/31/2024	BANK OF AMERICA	LANDES		125,000,000.00		**125,000,000.00**
44278	COMM	16536HEX5	Redemption	05/31/2024	05/31/2024	BANK OF AMERICA	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
44279	COMM	63873JEX4	Redemption	05/31/2024	05/31/2024	BANK OF AMERICA	NATIXIS NY		50,000,000.00		**50,000,000.00**
44280	COMM	313384XN4	Redemption	05/31/2024	05/31/2024	BARCLAYS CAPITAL	FHLB NOTES		250,000,000.00		**250,000,000.00**
44281	COMM	313384XN4	Redemption	05/31/2024	05/31/2024	MIZUHO	FHLB NOTES		150,000,000.00		**150,000,000.00**
41075	COMM	912828ZT0	Interest	05/31/2024	05/31/2025	JPMorganChase	U.S. TREASURY			37,500.00	**37,500.00**
41550	COMM	9128286X3	Interest	05/31/2024	05/31/2026	BMO CAPITAL	U.S. TREASURY			265,625.00	**265,625.00**
44287	COMM	16536HF48	Purchase	06/03/2024	06/04/2024	BANK OF AMERICA	BANK OF AMERICA	74,988,895.83			**-74,988,895.83**
44289	COMM	313384XS3	Purchase	06/03/2024	06/04/2024	BARCLAYS CAPITAL	FHLB NOTES	249,963,472.20			**-249,963,472.20**
44291	COMM	313384XS3	Purchase	06/03/2024	06/04/2024	MIZUHO	FHLB NOTES	149,978,083.50			**-149,978,083.50**
44286	COMM	5148X0F42	Purchase	06/03/2024	06/04/2024	BANK OF AMERICA	LANDES	124,981,562.50			**-124,981,562.50**
44288	COMM	63873JF47	Purchase	06/03/2024	06/04/2024	BANK OF AMERICA	NATIXIS NY	49,992,638.89			**-49,992,638.89**
40508	COMM	3134GVYX0	Redemption	06/03/2024	06/03/2024	KEYBANC CAPITAL	FHLMC NOTES		10,000,000.00		**10,000,000.00**
40509	COMM	3134GVYX0	Redemption	06/03/2024	06/03/2024	KEYBANC CAPITAL	FHLMC NOTES		10,000,000.00		**10,000,000.00**
44282	COMM	16536HF30	Redemption	06/03/2024	06/03/2024	BANK OF AMERICA	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
44283	COMM	5148X0F34	Redemption	06/03/2024	06/03/2024	BANK OF AMERICA	LANDES		41,450,000.00		**41,450,000.00**
44284	COMM	313384XR5	Redemption	06/03/2024	06/03/2024	BARCLAYS CAPITAL	FHLB NOTES		250,000,000.00		**250,000,000.00**
44285	COMM	313384XR5	Redemption	06/03/2024	06/03/2024	MIZUHO	FHLB NOTES		150,000,000.00		**150,000,000.00**
40508	COMM	3134GVYX0	Interest	06/03/2024	06/03/2024	KEYBANC CAPITAL	FHLMC NOTES			25,000.00	**25,000.00**
40509	COMM	3134GVYX0	Interest	06/03/2024	06/03/2024	KEYBANC CAPITAL	FHLMC NOTES			25,000.00	**25,000.00**
42735	COMM	023135CP9	Interest	06/03/2024	12/01/2027	JPMorganChase	AMAZON			1,137,500.00	**1,137,500.00**

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Investment #	Fund	CUSIP	TransactionType	TransactionDate	MaturityDate	Dealer	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
43219	COMM	31422X3H3	Interest	06/03/2024	06/02/2027	LOOP CAPITAL	FARMER MAC			568,750.00	**568,750.00**
43848	COMM	48207KBA2	Interest	06/03/2024	11/01/2024	JPMorganChase	Jupiter Securitizatl			258,250.00	**258,250.00**
44293	COMM	16536HF55	Purchase	06/04/2024	06/05/2024	BANK OF AMERICA	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
44295	COMM	313384XT1	Purchase	06/04/2024	06/05/2024	BARCLAYS CAPITAL	FHLB NOTES	249,963,472.20			**-249,963,472.20**
44296	COMM	313384XT1	Purchase	06/04/2024	06/05/2024	MIZUHO	FHLB NOTES	149,978,083.50			**-149,978,083.50**
44292	COMM	5148X0F59	Purchase	06/04/2024	06/05/2024	BANK OF AMERICA	LANDES	124,981,562.50			**-124,981,562.50**
44294	COMM	63873JF54	Purchase	06/04/2024	06/05/2024	BANK OF AMERICA	NATIXIS NY	49,992,638.89			**-49,992,638.89**
44286	COMM	5148X0F42	Redemption	06/04/2024	06/04/2024	BANK OF AMERICA	LANDES		125,000,000.00		**125,000,000.00**
44287	COMM	16536HF48	Redemption	06/04/2024	06/04/2024	BANK OF AMERICA	BANK OF AMERICA		75,000,000.00		**75,000,000.00**
44288	COMM	63873JF47	Redemption	06/04/2024	06/04/2024	BANK OF AMERICA	NATIXIS NY		50,000,000.00		**50,000,000.00**
44289	COMM	313384XS3	Redemption	06/04/2024	06/04/2024	BARCLAYS CAPITAL	FHLB NOTES		250,000,000.00		**250,000,000.00**
44291	COMM	313384XS3	Redemption	06/04/2024	06/04/2024	MIZUHO	FHLB NOTES		150,000,000.00		**150,000,000.00**
44049	COMM	3133EP4H5	Interest	06/04/2024	03/04/2026	DEUTSCHE BANK	FFCB NOTES			1,114,311.11	**1,114,311.11**
44049	COMM	3133EP4H5	Accr Int	06/04/2024	03/04/2026	DEUTSCHE BANK	FFCB NOTES		448,300.00	-448,300.00	**0.00**
37590	COMM	SYS37590	Interest	06/04/2024		JPMorganChase	JP MORGAN US			438,646.47	**438,646.47**
37590	COMM	SYS37590	Purchase	06/04/2024		JPMorganChase	JP MORGAN US	438,646.47			**-438,646.47**
40461	COMM	SYS40461	Interest	06/04/2024			DREYFUS			1,151,255.54	**1,151,255.54**
40461	COMM	SYS40461	Purchase	06/04/2024			DREYFUS	1,151,255.54			**-1,151,255.54**
42588	COMM	SYS42588	Interest	06/04/2024			STATE STREET US			1,809,296.30	**1,809,296.30**
42588	COMM	SYS42588	Purchase	06/04/2024			STATE STREET US	1,809,296.30			**-1,809,296.30**
44299	COMM	16536HF63	Purchase	06/05/2024	06/06/2024	BANK OF AMERICA	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
44301	COMM	313384XU8	Purchase	06/05/2024	06/06/2024	BARCLAYS CAPITAL	FHLB NOTES	249,963,541.65			**-249,963,541.65**
44302	COMM	313384XU8	Purchase	06/05/2024	06/06/2024	MIZUHO	FHLB NOTES	149,978,125.50			**-149,978,125.50**
44298	COMM	5148X0F67	Purchase	06/05/2024	06/06/2024	BANK OF AMERICA	LANDES	124,981,562.50			**-124,981,562.50**
44300	COMM	63873JF62	Purchase	06/05/2024	06/06/2024	BANK OF AMERICA	NATIXIS NY	49,992,638.89			**-49,992,638.89**
44292	COMM	5148X0F59	Redemption	06/05/2024	06/05/2024	BANK OF AMERICA	LANDES		125,000,000.00		**125,000,000.00**
44293	COMM	16536HF55	Redemption	06/05/2024	06/05/2024	BANK OF AMERICA	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
44294	COMM	63873JF54	Redemption	06/05/2024	06/05/2024	BANK OF AMERICA	NATIXIS NY		50,000,000.00		**50,000,000.00**
44295	COMM	313384XT1	Redemption	06/05/2024	06/05/2024	BARCLAYS CAPITAL	FHLB NOTES		250,000,000.00		**250,000,000.00**
44296	COMM	313384XT1	Redemption	06/05/2024	06/05/2024	MIZUHO	FHLB NOTES		150,000,000.00		**150,000,000.00**
37590	COMM	SYS37590	Redemption	06/05/2024		JPMorganChase	JP MORGAN US		100,707,098.84		**100,707,098.84**
40461	COMM	SYS40461	Redemption	06/05/2024			DREYFUS		100,000,000.00		**100,000,000.00**
43655	COMM	3130AXYN2	Interest	06/05/2024	12/05/2025	MIZUHO	FHLB VARIABLE			634,199.99	**634,199.99**
44312	COMM	16536HF71	Purchase	06/06/2024	06/07/2024	BANK OF AMERICA	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
44314	COMM	313384XV6	Purchase	06/06/2024	06/07/2024	BARCLAYS CAPITAL	FHLB NOTES	249,963,541.65			**-249,963,541.65**
44315	COMM	313384XV6	Purchase	06/06/2024	06/07/2024	MIZUHO	FHLB NOTES	149,978,125.50			**-149,978,125.50**
44311	COMM	5148X0F75	Purchase	06/06/2024	06/07/2024	BANK OF AMERICA	LANDES	124,981,562.50			**-124,981,562.50**
44313	COMM	63873JF70	Purchase	06/06/2024	06/07/2024	BANK OF AMERICA	NATIXIS NY	49,992,638.89			**-49,992,638.89**
43647	COMM	59515MF67	Redemption	06/06/2024	06/06/2024	JPMorganChase	MICROSOFT CORP		75,000,000.00		**75,000,000.00**
44298	COMM	5148X0F67	Redemption	06/06/2024	06/06/2024	BANK OF AMERICA	LANDES		125,000,000.00		**125,000,000.00**
44299	COMM	16536HF63	Redemption	06/06/2024	06/06/2024	BANK OF AMERICA	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**

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Investment #	Fund	CUSIP	TransactionType	TransactionDate	MaturityDate	Dealer	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
44300	COMM	63873JF62	Redemption	06/06/2024	06/06/2024	BANK OF AMERICA	NATIXIS NY		50,000,000.00		**50,000,000.00**
44301	COMM	313384XU8	Redemption	06/06/2024	06/06/2024	BARCLAYS CAPITAL	FHLB NOTES		250,000,000.00		**250,000,000.00**
44302	COMM	313384XU8	Redemption	06/06/2024	06/06/2024	MIZUHO	FHLB NOTES		150,000,000.00		**150,000,000.00**
41639	COMM	74153WCQ0	Interest	06/06/2024	12/06/2024	CITIGROUP GLOBAL	PRICOA Global			115,000.00	**115,000.00**
43235	COMM	24422EWW5	Interest	06/06/2024	06/06/2025	JPMorganChase	JOHN DEERE			247,500.00	**247,500.00**
44060	COMM	46656GAC8	Interest	06/06/2024	01/06/2025	JPMorganChase	JP MORGAN			315,990.29	**315,990.29**
44317	COMM	16536HFA4	Purchase	06/07/2024	06/10/2024	BANK OF AMERICA	CHESHAM FINANCE	74,966,687.50			**-74,966,687.50**
44319	COMM	313384XY0	Purchase	06/07/2024	06/10/2024	BARCLAYS CAPITAL	FHLB NOTES	249,890,416.65			**-249,890,416.65**
44320	COMM	313384XY0	Purchase	06/07/2024	06/10/2024	MIZUHO	FHLB NOTES	149,934,250.50			**-149,934,250.50**
44316	COMM	5148X0FA8	Purchase	06/07/2024	06/10/2024	BANK OF AMERICA	LANDES	124,944,687.50			**-124,944,687.50**
44318	COMM	63873JFA3	Purchase	06/07/2024	06/10/2024	BANK OF AMERICA	NATIXIS NY	49,977,916.67			**-49,977,916.67**
41168	COMM	59217GEN5	Redemption	06/07/2024	06/07/2024	JPMorganChase	MET LIFE GLOBAL		15,000,000.00		**15,000,000.00**
43670	COMM	3130AY4J2	Redemption	06/07/2024	06/07/2024	BANK OF AMERICA	FHLB NOTES		50,000,000.00		**50,000,000.00**
44311	COMM	5148X0F75	Redemption	06/07/2024	06/07/2024	BANK OF AMERICA	LANDES		125,000,000.00		**125,000,000.00**
44312	COMM	16536HF71	Redemption	06/07/2024	06/07/2024	BANK OF AMERICA	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
44313	COMM	63873JF70	Redemption	06/07/2024	06/07/2024	BANK OF AMERICA	NATIXIS NY		50,000,000.00		**50,000,000.00**
44314	COMM	313384XV6	Redemption	06/07/2024	06/07/2024	BARCLAYS CAPITAL	FHLB NOTES		250,000,000.00		**250,000,000.00**
44315	COMM	313384XV6	Redemption	06/07/2024	06/07/2024	MIZUHO	FHLB NOTES		150,000,000.00		**150,000,000.00**
41168	COMM	59217GEN5	Interest	06/07/2024	06/07/2024	JPMorganChase	MET LIFE GLOBAL			41,250.00	**41,250.00**
42256	COMM	3130AS6Q7	Interest	06/07/2024	06/07/2027	LOOP CAPITAL	FHLB NOTES			487,500.00	**487,500.00**
42752	COMM	3133EN3S7	Interest	06/07/2024	12/07/2027	Daiwa Capital Market	FFCB NOTES			423,843.75	**423,843.75**
43656	COMM	31424WCU4	Interest	06/07/2024	12/07/2026	MIZUHO	FARMER MAC			639,212.50	**639,212.50**
43670	COMM	3130AY4J2	Interest	06/07/2024	06/07/2024	BANK OF AMERICA	FHLB NOTES			1,312,500.00	**1,312,500.00**
44322	COMM	16536HFC0	Purchase	06/10/2024	06/12/2024	BANK OF AMERICA	CHESHAM FINANCE	74,977,791.66			**-74,977,791.66**
44323	COMM	313384YA1	Purchase	06/10/2024	06/12/2024	BARCLAYS CAPITAL	FHLB NOTES	249,927,152.50			**-249,927,152.50**
44324	COMM	313384YA1	Purchase	06/10/2024	06/12/2024	MIZUHO	FHLB NOTES	149,956,291.50			**-149,956,291.50**
44321	COMM	5148X0FC4	Purchase	06/10/2024	06/12/2024	BANK OF AMERICA	LANDES	124,963,125.00			**-124,963,125.00**
41327	COMM	3133ELG99	Redemption	06/10/2024	06/10/2024	KEYBANC CAPITAL	FFCB NOTES		7,825,000.00		**7,825,000.00**
44316	COMM	5148X0FA8	Redemption	06/10/2024	06/10/2024	BANK OF AMERICA	LANDES		125,000,000.00		**125,000,000.00**
44317	COMM	16536HFA4	Redemption	06/10/2024	06/10/2024	BANK OF AMERICA	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
44318	COMM	63873JFA3	Redemption	06/10/2024	06/10/2024	BANK OF AMERICA	NATIXIS NY		50,000,000.00		**50,000,000.00**
44319	COMM	313384XY0	Redemption	06/10/2024	06/10/2024	BARCLAYS CAPITAL	FHLB NOTES		250,000,000.00		**250,000,000.00**
44320	COMM	313384XY0	Redemption	06/10/2024	06/10/2024	MIZUHO	FHLB NOTES		150,000,000.00		**150,000,000.00**
41174	COMM	64952WED1	Interest	06/10/2024	06/09/2026	JPMorganChase	NEW YORK LIFE			115,000.00	**115,000.00**
41327	COMM	3133ELG99	Interest	06/10/2024	06/10/2024	KEYBANC CAPITAL	FFCB NOTES			14,671.88	**14,671.88**
41825	COMM	64952WED1	Interest	06/10/2024	06/09/2026	JPMorganChase	NEW YORK LIFE			54,308.75	**54,308.75**
43239	COMM	3133EPMF9	Interest	06/10/2024	06/09/2026	LOOP CAPITAL	FFCB NOTES			351,750.00	**351,750.00**
43661	COMM	21684LH96	Interest	06/10/2024	10/08/2024	BANK OF AMERICA	RABOBANK			390,479.40	**390,479.40**
41209	COMM	14687TAC1	Interest	06/10/2024	03/10/2026	CITIGROUP GLOBAL	CARVANA AUTO			510.72	**510.72**
41209	COMM	14687TAC1	Redemption	06/10/2024	03/10/2026	CITIGROUP GLOBAL	CARVANA AUTO		635,042.46		**635,042.46**
44297	COMM	096919AD7	Purchase	06/11/2024	02/26/2029	JPMorganChase	BMW VEHICLE	16,997,417.70			**-16,997,417.70**

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Investment #	Fund	CUSIP	TransactionType	TransactionDate	MaturityDate	Dealer	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
44327	COMM	16536HFD8	Purchase	06/12/2024	06/13/2024	BANK OF AMERICA	CHESHAM FINANCE	74,988,895.83			-74,988,895.83
44329	COMM	313384YB9	Purchase	06/12/2024	06/13/2024	BARCLAYS CAPITAL	FHLB NOTES	249,963,541.65			-249,963,541.65
44330	COMM	313384YB9	Purchase	06/12/2024	06/13/2024	MIZUHO	FHLB NOTES	149,978,125.50			-149,978,125.50
44326	COMM	5148X0FD2	Purchase	06/12/2024	06/13/2024	BANK OF AMERICA	LANDES	124,981,562.50			-124,981,562.50
44328	COMM	63873JFD7	Purchase	06/12/2024	06/13/2024	BANK OF AMERICA	NATIXIS NY	49,992,638.89			-49,992,638.89
44321	COMM	5148X0FC4	Redemption	06/12/2024	06/12/2024	BANK OF AMERICA	LANDES		125,000,000.00		125,000,000.00
44322	COMM	16536HFC0	Redemption	06/12/2024	06/12/2024	BANK OF AMERICA	CHESHAM FINANCE		75,000,000.00		75,000,000.00
44323	COMM	313384YA1	Redemption	06/12/2024	06/12/2024	BARCLAYS CAPITAL	FHLB NOTES		250,000,000.00		250,000,000.00
44324	COMM	313384YA1	Redemption	06/12/2024	06/12/2024	MIZUHO	FHLB NOTES		150,000,000.00		150,000,000.00
41376	COMM	3130AN4T4	Interest	06/12/2024	06/12/2026	KEYBANC CAPITAL	FHLB NOTES			43,750.00	43,750.00
44337	COMM	16536HFE6	Purchase	06/13/2024	06/14/2024	BANK OF AMERICA	CHESHAM FINANCE	74,988,895.83			-74,988,895.83
44339	COMM	313384YC7	Purchase	06/13/2024	06/14/2024	BARCLAYS CAPITAL	FHLB NOTES	249,963,541.65			-249,963,541.65
44340	COMM	313384YC7	Purchase	06/13/2024	06/14/2024	MIZUHO	FHLB NOTES	149,978,125.50			-149,978,125.50
44336	COMM	5148X0FE0	Purchase	06/13/2024	06/14/2024	BANK OF AMERICA	LANDES	124,981,562.50			-124,981,562.50
44338	COMM	63873JFE5	Purchase	06/13/2024	06/14/2024	BANK OF AMERICA	NATIXIS NY	49,992,638.89			-49,992,638.89
44326	COMM	5148X0FD2	Redemption	06/13/2024	06/13/2024	BANK OF AMERICA	LANDES		125,000,000.00		125,000,000.00
44327	COMM	16536HFD8	Redemption	06/13/2024	06/13/2024	BANK OF AMERICA	CHESHAM FINANCE		75,000,000.00		75,000,000.00
44328	COMM	63873JFD7	Redemption	06/13/2024	06/13/2024	BANK OF AMERICA	NATIXIS NY		50,000,000.00		50,000,000.00
44329	COMM	313384YB9	Redemption	06/13/2024	06/13/2024	BARCLAYS CAPITAL	FHLB NOTES		250,000,000.00		250,000,000.00
44330	COMM	313384YB9	Redemption	06/13/2024	06/13/2024	MIZUHO	FHLB NOTES		150,000,000.00		150,000,000.00
44342	COMM	16536HFH9	Purchase	06/14/2024	06/17/2024	BANK OF AMERICA	CHESHAM FINANCE	74,966,687.50			-74,966,687.50
44344	COMM	313384YF0	Purchase	06/14/2024	06/17/2024	BARCLAYS CAPITAL	FHLB NOTES	249,890,416.65			-249,890,416.65
44345	COMM	313384YF0	Purchase	06/14/2024	06/17/2024	MIZUHO	FHLB NOTES	149,934,250.50			-149,934,250.50
44341	COMM	5148X0FH3	Purchase	06/14/2024	06/17/2024	BANK OF AMERICA	LANDES	124,944,687.50			-124,944,687.50
44343	COMM	63873JFH8	Purchase	06/14/2024	06/17/2024	BANK OF AMERICA	NATIXIS NY	49,977,916.67			-49,977,916.67
42505	COMM	3130AT4D6	Redemption	06/14/2024	06/14/2024	KEYBANC CAPITAL	FHLB NOTES		20,000,000.00		20,000,000.00
42718	COMM	3130ATVC8	Redemption	06/14/2024	06/14/2024	LOOP CAPITAL	FHLB NOTES		13,855,000.00		13,855,000.00
44336	COMM	5148X0FE0	Redemption	06/14/2024	06/14/2024	BANK OF AMERICA	LANDES		125,000,000.00		125,000,000.00
44337	COMM	16536HFE6	Redemption	06/14/2024	06/14/2024	BANK OF AMERICA	CHESHAM FINANCE		75,000,000.00		75,000,000.00
44338	COMM	63873JFE5	Redemption	06/14/2024	06/14/2024	BANK OF AMERICA	NATIXIS NY		50,000,000.00		50,000,000.00
44339	COMM	313384YC7	Redemption	06/14/2024	06/14/2024	BARCLAYS CAPITAL	FHLB NOTES		250,000,000.00		250,000,000.00
44340	COMM	313384YC7	Redemption	06/14/2024	06/14/2024	MIZUHO	FHLB NOTES		150,000,000.00		150,000,000.00
42288	COMM	92826CAD4	Interest	06/14/2024	12/14/2025	JPMorganChase	VISA			315,000.00	315,000.00
42505	COMM	3130AT4D6	Interest	06/14/2024	06/14/2024	KEYBANC CAPITAL	FHLB NOTES			337,500.00	337,500.00
42718	COMM	3130ATVC8	Interest	06/14/2024	06/14/2024	LOOP CAPITAL	FHLB NOTES			337,715.63	337,715.63
42792	COMM	92826CAD4	Interest	06/14/2024	12/14/2025	DEUTSCHE BANK	VISA			393,750.00	393,750.00
44347	COMM	16536HFJ5	Purchase	06/17/2024	06/18/2024	BANK OF AMERICA	CHESHAM FINANCE	74,988,895.83			-74,988,895.83
44349	COMM	313384YG8	Purchase	06/17/2024	06/18/2024	BARCLAYS CAPITAL	FHLB NOTES	249,963,472.20			-249,963,472.20
44350	COMM	313384YG8	Purchase	06/17/2024	06/18/2024	MIZUHO	FHLB NOTES	149,978,083.50			-149,978,083.50
44346	COMM	5148X0FJ9	Purchase	06/17/2024	06/18/2024	BANK OF AMERICA	LANDES	124,981,562.50			-124,981,562.50
44348	COMM	63873JFJ4	Purchase	06/17/2024	06/18/2024	BANK OF AMERICA	NATIXIS NY	49,992,638.89			-49,992,638.89

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Investment #	Fund	CUSIP	TransactionType	TransactionDate	MaturityDate	Dealer	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
40684	COMM	45906M2B6	Redemption	06/17/2024	06/17/2024	BMO CAPITAL	INTL BANK RECON &		25,000,000.00		**25,000,000.00**
44341	COMM	5148X0FH3	Redemption	06/17/2024	06/17/2024	BANK OF AMERICA	LANDES		125,000,000.00		**125,000,000.00**
44342	COMM	16536HFH9	Redemption	06/17/2024	06/17/2024	BANK OF AMERICA	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
44343	COMM	63873JFH8	Redemption	06/17/2024	06/17/2024	BANK OF AMERICA	NATIXIS NY		50,000,000.00		**50,000,000.00**
44344	COMM	313384YF0	Redemption	06/17/2024	06/17/2024	BARCLAYS CAPITAL	FHLB NOTES		250,000,000.00		**250,000,000.00**
44345	COMM	313384YF0	Redemption	06/17/2024	06/17/2024	MIZUHO	FHLB NOTES		150,000,000.00		**150,000,000.00**
40315	COMM	931142DV2	Interest	06/17/2024	12/15/2024	BOK FINANCIAL	WALMART			370,668.75	**370,668.75**
40514	COMM	3135G04Z3	Interest	06/17/2024	06/17/2025	INCAPITAL LLC	FNMA NOTES			50,000.00	**50,000.00**
40635	COMM	3135G04Z3	Interest	06/17/2024	06/17/2025	KEYBANC CAPITAL	FNMA NOTES			37,500.00	**37,500.00**
40684	COMM	45906M2B6	Interest	06/17/2024	06/17/2024	BMO CAPITAL	INTL BANK RECON &			363,000.00	**363,000.00**
41094	COMM	3135G04Z3	Interest	06/17/2024	06/17/2025	KEYBANC CAPITAL	FNMA NOTES			59,257.50	**59,257.50**
41978	COMM	740189AM7	Interest	06/17/2024	06/15/2025	JPMorganChase	PRECISION			170,527.50	**170,527.50**
43109	COMM	126149AD5	Interest	06/17/2024	12/15/2026	MERRILL LYNCH	BESTFOODS			568,508.75	**568,508.75**
43126	COMM	126149AD5	Interest	06/17/2024	12/15/2026	MERRILL LYNCH	BESTFOODS			163,125.00	**163,125.00**
43789	COMM	22532XWQ7	Interest	06/17/2024	01/17/2025	JPMorganChase	CREDIT AGRICOLE			314,563.86	**314,563.86**
40930	COMM	89240BAC2	Interest	06/17/2024	05/15/2025	MUFG Mitsubishi	TOYOTA AUTO REC			26.99	**26.99**
40930	COMM	89240BAC2	Redemption	06/17/2024	05/15/2025	MUFG Mitsubishi	TOYOTA AUTO REC		124,531.91		**124,531.91**
40937	COMM	98164EAC9	Interest	06/17/2024	01/15/2026	MIZUHO	WORLD OMNI AUTO			471.13	**471.13**
40937	COMM	98164EAC9	Redemption	06/17/2024	01/15/2026	MIZUHO	WORLD OMNI AUTO		436,829.33		**436,829.33**
40958	COMM	34532NAC9	Interest	06/17/2024	08/15/2025	BARCLAYS CAPITAL	FORD CREDIT AUTO			303.46	**303.46**
40958	COMM	34532NAC9	Redemption	06/17/2024	08/15/2025	BARCLAYS CAPITAL	FORD CREDIT AUTO		666,335.38		**666,335.38**
40991	COMM	47788UAC6	Interest	06/17/2024	09/15/2025	CITIGROUP GLOBAL	JOHN DEERE			267.73	**267.73**
40991	COMM	47788UAC6	Redemption	06/17/2024	09/15/2025	CITIGROUP GLOBAL	JOHN DEERE		197,655.47		**197,655.47**
41111	COMM	44933LAC7	Interest	06/17/2024	09/15/2025	BARCLAYS CAPITAL	HYUNDAI AUTO			219.88	**219.88**
41111	COMM	44933LAC7	Redemption	06/17/2024	09/15/2025	BARCLAYS CAPITAL	HYUNDAI AUTO		388,717.25		**388,717.25**
41182	COMM	89190GAC1	Interest	06/17/2024	11/17/2025	CITIGROUP GLOBAL	TOYOTA AUTO REC			1,307.94	**1,307.94**
41182	COMM	89190GAC1	Redemption	06/17/2024	11/17/2025	CITIGROUP GLOBAL	TOYOTA AUTO REC		1,153,226.49		**1,153,226.49**
41206	COMM	65480BAC1	Interest	06/17/2024	10/15/2025	MUFG Mitsubishi	NISSAN AUTO			2,567.92	**2,567.92**
41206	COMM	65480BAC1	Redemption	06/17/2024	10/15/2025	MUFG Mitsubishi	NISSAN AUTO		1,702,637.56		**1,702,637.56**
41240	COMM	47789QAC4	Interest	06/17/2024	03/16/2026	MUFG Mitsubishi	JOHN DEERE			1,159.03	**1,159.03**
41240	COMM	47789QAC4	Redemption	06/17/2024	03/16/2026	MUFG Mitsubishi	JOHN DEERE		322,252.50		**322,252.50**
41242	COMM	14041NFW6	Interest	06/17/2024	07/15/2026	ROYAL BANK OF	CAPITAL ONE MULTI			10,770.83	**10,770.83**
41242	COMM	14041NFW6	Redemption	06/17/2024	07/15/2026	ROYAL BANK OF	CAPITAL ONE MULTI		1,014,876.33		**1,014,876.33**
41389	COMM	58772WAC7	Interest	06/17/2024	06/15/2026	MIZUHO	MERCEDES -BENZ			2,693.23	**2,693.23**
41389	COMM	58772WAC7	Redemption	06/17/2024	06/15/2026	MIZUHO	MERCEDES -BENZ		768,177.78		**768,177.78**
41402	COMM	254683CP8	Interest	06/17/2024	09/15/2026	CITIGROUP GLOBAL	DISCOVER CARD			9,666.66	**9,666.66**
41402	COMM	254683CP8	Redemption	06/17/2024	09/15/2026	CITIGROUP GLOBAL	DISCOVER CARD		808,673.31		**808,673.31**
41476	COMM	14044CAC6	Interest	06/17/2024	09/15/2026	JPMorganChase	CAPITAL ONE			4,447.81	**4,447.81**
41476	COMM	14044CAC6	Redemption	06/17/2024	09/15/2026	JPMorganChase	CAPITAL ONE		620,578.10		**620,578.10**
41521	COMM	89238JAC9	Interest	06/17/2024	04/15/2026	ROYAL BANK OF	TOYOTA AUTO REC			3,144.93	**3,144.93**
41521	COMM	89238JAC9	Redemption	06/17/2024	04/15/2026	ROYAL BANK OF	TOYOTA AUTO REC		527,840.00		**527,840.00**

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Investment #	Fund	CUSIP	TransactionType	TransactionDate	MaturityDate	Dealer	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
41529	COMM	02582JJR2	Interest	06/17/2024	11/16/2026	BARCLAYS CAPITAL	AMERICAN			24,375.00	**24,375.00**
41529	COMM	02582JJR2	Redemption	06/17/2024	11/16/2026	BARCLAYS CAPITAL	AMERICAN		1,198,269.17		**1,198,269.17**
41612	COMM	14041NFY2	Interest	06/17/2024	11/16/2026	BARCLAYS CAPITAL	CAPITAL ONE MULTI			31,200.01	**31,200.01**
41612	COMM	14041NFY2	Redemption	06/17/2024	11/16/2026	BARCLAYS CAPITAL	CAPITAL ONE MULTI		1,325,333.85		**1,325,333.85**
41776	COMM	345286AC2	Interest	06/17/2024	06/15/2026	CITIGROUP GLOBAL	FORD CREDIT AUTO			6,435.58	**6,435.58**
41776	COMM	345286AC2	Redemption	06/17/2024	06/15/2026	CITIGROUP GLOBAL	FORD CREDIT AUTO		569,912.76		**569,912.76**
41797	COMM	89239KAC5	Interest	06/17/2024	06/15/2026	CITIGROUP GLOBAL	TOYOTA AUTO REC			7,392.18	**7,392.18**
41797	COMM	89239KAC5	Redemption	06/17/2024	06/15/2026	CITIGROUP GLOBAL	TOYOTA AUTO REC		658,128.90		**658,128.90**
41855	COMM	43815BAC4	Interest	06/17/2024	05/15/2026	JPMorganChase	HONDA AUTO			24,362.01	**24,362.01**
41855	COMM	43815BAC4	Redemption	06/17/2024	05/15/2026	JPMorganChase	HONDA AUTO		1,308,789.01		**1,308,789.01**
41856	COMM	65479QAC1	Interest	06/17/2024	08/17/2026	MIZUHO	NISSAN AUTO			18,153.01	**18,153.01**
41856	COMM	65479QAC1	Redemption	06/17/2024	08/17/2026	MIZUHO	NISSAN AUTO		904,730.30		**904,730.30**
41910	COMM	47787JAC2	Interest	06/17/2024	09/16/2026	MERRILL LYNCH	JOHN DEERE			11,462.25	**11,462.25**
41910	COMM	47787JAC2	Redemption	06/17/2024	09/16/2026	MERRILL LYNCH	JOHN DEERE		376,044.31		**376,044.31**
41919	COMM	02589BAA8	Interest	06/17/2024	03/15/2027	ROYAL BANK OF	AMERICAN			35,912.51	**35,912.51**
41919	COMM	02589BAA8	Redemption	06/17/2024	03/15/2027	ROYAL BANK OF	AMERICAN		643,687.59		**643,687.59**
41952	COMM	14041NFZ9	Interest	06/17/2024	03/15/2027	ROYAL BANK OF	CAPITAL ONE MULTI			44,333.33	**44,333.33**
41952	COMM	14041NFZ9	Redemption	06/17/2024	03/15/2027	ROYAL BANK OF	CAPITAL ONE MULTI		619,530.90		**619,530.90**
42009	COMM	362585AC5	Interest	06/17/2024	02/16/2027	ROYAL BANK OF	GM FINANCIAL			23,848.00	**23,848.00**
42009	COMM	362585AC5	Redemption	06/17/2024	02/16/2027	ROYAL BANK OF	GM FINANCIAL		607,963.43		**607,963.43**
42020	COMM	98163NAC0	Interest	06/17/2024	02/18/2025	MERRILL LYNCH	WORLD OMNI			677.51	**677.51**
42020	COMM	98163NAC0	Redemption	06/17/2024	02/18/2025	MERRILL LYNCH	WORLD OMNI		253,275.71		**253,275.71**
42040	COMM	41284YAD8	Interest	06/17/2024	02/15/2027	BARCLAYS CAPITAL	HARLEY-DAVIDSON			38,575.55	**38,575.55**
42040	COMM	41284YAD8	Redemption	06/17/2024	02/15/2027	BARCLAYS CAPITAL	HARLEY-DAVIDSON		1,285,199.15		**1,285,199.15**
42084	COMM	14317HAC5	Interest	06/17/2024	02/16/2027	MERRILL LYNCH	CARMAX AUTO			38,219.27	**38,219.27**
42084	COMM	14317HAC5	Redemption	06/17/2024	02/16/2027	MERRILL LYNCH	CARMAX AUTO		879,995.41		**879,995.41**
42116	COMM	14043QAC6	Interest	06/17/2024	04/15/2027	ROYAL BANK OF	CAPITAL ONE			35,051.13	**35,051.13**
42116	COMM	14043QAC6	Redemption	06/17/2024	04/15/2027	ROYAL BANK OF	CAPITAL ONE		810,190.25		**810,190.25**
42182	COMM	02008JAC0	Interest	06/17/2024	11/16/2026	BARCLAYS CAPITAL	ALLY AUTO			54,951.24	**54,951.24**
42182	COMM	02008JAC0	Redemption	06/17/2024	11/16/2026	BARCLAYS CAPITAL	ALLY AUTO		1,577,480.88		**1,577,480.88**
42184	COMM	44934LAD4	Interest	06/17/2024	06/16/2025	JPMorganChase	HYUNDAI AUTO			28,487.19	**28,487.19**
42184	COMM	44934LAD4	Redemption	06/17/2024	06/16/2025	JPMorganChase	HYUNDAI AUTO		4,540,406.74		**4,540,406.74**
42202	COMM	02582JJT8	Interest	06/17/2024	05/17/2027	BARCLAYS CAPITAL	AMERICAN			98,875.00	**98,875.00**
42202	COMM	02582JJT8	Redemption	06/17/2024	05/17/2027	BARCLAYS CAPITAL	AMERICAN		1,043,925.77		**1,043,925.77**
42879	COMM	58770AAC7	Interest	06/17/2024	11/15/2027	MUFG Mitsubishi	MERCEDES -BENZ			49,797.91	**49,797.91**
42879	COMM	58770AAC7	Redemption	06/17/2024	11/15/2027	MUFG Mitsubishi	MERCEDES -BENZ		329,083.47		**329,083.47**
42890	COMM	891940AC2	Interest	06/17/2024	09/15/2027	MERRILL LYNCH	TOYOTA AUTO REC			81,024.99	**81,024.99**
42890	COMM	891940AC2	Redemption	06/17/2024	09/15/2027	MERRILL LYNCH	TOYOTA AUTO REC		545,586.42		**545,586.42**
42944	COMM	14043KAH8	Interest	06/17/2024	02/15/2028	JPMorganChase	CAPITAL ONE			43,627.08	**43,627.08**
42944	COMM	14043KAH8	Redemption	06/17/2024	02/15/2028	JPMorganChase	CAPITAL ONE		246,679.91		**246,679.91**
42945	COMM	41285JAD0	Interest	06/17/2024	12/15/2027	JPMorganChase	HARLEY-DAVIDSON			54,708.33	**54,708.33**

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Investment #	Fund	CUSIP	TransactionType	TransactionDate	MaturityDate	Dealer	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
42945	COMM	41285JAD0	Redemption	06/17/2024	12/15/2027	JPMorganChase	HARLEY-DAVIDSON		310,836.20		**310,836.20**
43065	COMM	448979AD6	Interest	06/17/2024	04/15/2027	MERRILL LYNCH	HYUNDAI AUTO			38,166.67	**38,166.67**
43065	COMM	448979AD6	Redemption	06/17/2024	04/15/2027	MERRILL LYNCH	HYUNDAI AUTO		290,577.11		**290,577.11**
43089	COMM	254683CW3	Interest	06/17/2024	07/15/2027	MUFG Mitsubishi	DISCOVER CARD			147,517.52	**147,517.52**
43089	COMM	254683CW3	Redemption	06/17/2024	07/15/2027	MUFG Mitsubishi	DISCOVER CARD		1,388,372.21		**1,388,372.21**
43117	COMM	12664QAB0	Interest	06/17/2024	09/15/2026	CITIGROUP GLOBAL	CNH EQUIPMENT			49,771.01	**49,771.01**
43117	COMM	12664QAB0	Redemption	06/17/2024	09/15/2026	CITIGROUP GLOBAL	CNH EQUIPMENT		645,448.04		**645,448.04**
43130	COMM	65480WAD3	Interest	06/17/2024	11/15/2027	MIZUHO	NISSAN AUTO			126,841.68	**126,841.68**
43130	COMM	65480WAD3	Redemption	06/17/2024	11/15/2027	MIZUHO	NISSAN AUTO		749,538.71		**749,538.71**
43201	COMM	58768RAC4	Interest	06/17/2024	01/15/2027	JPMorganChase	MERCEDES-BENZ			126,400.00	**126,400.00**
43201	COMM	58768RAC4	Redemption	06/17/2024	01/15/2027	JPMorganChase	MERCEDES-BENZ		1,008,179.02		**1,008,179.02**
43212	COMM	437927AC0	Interest	06/17/2024	11/15/2027	BARCLAYS CAPITAL	HONDA AUTO			73,949.99	**73,949.99**
43212	COMM	437927AC0	Redemption	06/17/2024	11/15/2027	BARCLAYS CAPITAL	HONDA AUTO		432,076.43		**432,076.43**
43249	COMM	02582JJZ4	Interest	06/17/2024	05/15/2028	ROYAL BANK OF	AMERICAN			76,093.74	**76,093.74**
43249	COMM	02582JJZ4	Redemption	06/17/2024	05/15/2028	ROYAL BANK OF	AMERICAN		391,769.27		**391,769.27**
43276	COMM	254683CZ6	Interest	06/17/2024	06/15/2028	MERRILL LYNCH	DISCOVER CARD			123,249.99	**123,249.99**
43276	COMM	254683CZ6	Redemption	06/17/2024	06/15/2028	MERRILL LYNCH	DISCOVER CARD		613,405.84		**613,405.84**
43277	COMM	477920AC6	Interest	06/17/2024	03/15/2028	MERRILL LYNCH	JOHN DEERE			60,433.34	**60,433.34**
43277	COMM	477920AC6	Redemption	06/17/2024	03/15/2028	MERRILL LYNCH	JOHN DEERE		301,152.92		**301,152.92**
43456	COMM	34529NAB6	Interest	06/17/2024	02/15/2026	BARCLAYS CAPITAL	FORD CREDIT AUTO			65,397.86	**65,397.86**
43456	COMM	34529NAB6	Redemption	06/17/2024	02/15/2026	BARCLAYS CAPITAL	FORD CREDIT AUTO		1,285,519.32		**1,285,519.32**
43476	COMM	233868AC2	Interest	06/17/2024	03/15/2027	MERRILL LYNCH	DAIMLET TRUCKS			132,750.01	**132,750.01**
43476	COMM	233868AC2	Redemption	06/17/2024	03/15/2027	MERRILL LYNCH	DAIMLET TRUCKS		771,256.91		**771,256.91**
43477	COMM	41285YAB1	Interest	06/17/2024	12/15/2026	JPMorganChase	HARLEY-DAVIDSON			67,727.01	**67,727.01**
43477	COMM	41285YAB1	Redemption	06/17/2024	12/15/2026	JPMorganChase	HARLEY-DAVIDSON		1,314,365.86		**1,314,365.86**
43505	COMM	14044EAB4	Interest	06/17/2024	10/15/2026	MERRILL LYNCH	CAPITAL ONE			168,484.13	**168,484.13**
43505	COMM	14044EAB4	Redemption	06/17/2024	10/15/2026	MERRILL LYNCH	CAPITAL ONE		2,841,159.59		**2,841,159.59**
43542	COMM	58769FAB1	Interest	06/17/2024	11/16/2026	MERRILL LYNCH	MERCEDES -BENZ			87,174.17	**87,174.17**
43542	COMM	58769FAB1	Redemption	06/17/2024	11/16/2026	MERRILL LYNCH	MERCEDES -BENZ		1,548,799.71		**1,548,799.71**
43562	COMM	44918CAD4	Interest	06/17/2024	10/16/2028	BNP PARIBAS	HYUNDAI AUTO			36,933.34	**36,933.34**
43562	COMM	44918CAD4	Redemption	06/17/2024	10/16/2028	BNP PARIBAS	HYUNDAI AUTO		140,009.71		**140,009.71**
43811	COMM	39154TCH9	Interest	06/17/2024	08/17/2026	BANK OF AMERICA	Great America Leasin			59,850.00	**59,850.00**
43811	COMM	39154TCH9	Redemption	06/17/2024	08/17/2026	BANK OF AMERICA	Great America Leasin		464,785.00		**464,785.00**
43894	COMM	437918AC9	Interest	06/17/2024	08/15/2028	MUFG Mitsubishi	HONDA AUTO			112,883.34	**112,883.34**
43894	COMM	437918AC9	Redemption	06/17/2024	08/15/2028	MUFG Mitsubishi	HONDA AUTO		473,616.02		**473,616.02**
43954	COMM	47800RAD5	Interest	06/17/2024	11/15/2028	CITIGROUP GLOBAL	JOHN DEERE			33,893.33	**33,893.33**
43954	COMM	47800RAD5	Redemption	06/17/2024	11/15/2028	CITIGROUP GLOBAL	JOHN DEERE		139,882.77		**139,882.77**
44066	COMM	981946AC0	Interest	06/17/2024	02/16/2027	BANK OF AMERICA	WORLD OMNI			31,645.40	**31,645.40**
44066	COMM	981946AC0	Redemption	06/17/2024	02/16/2027	BANK OF AMERICA	WORLD OMNI		164,674.83		**164,674.83**
44096	COMM	02582JKH2	Interest	06/17/2024	04/16/2029	BARCLAYS CAPITAL	AMERICAN			196,124.99	**196,124.99**
44096	COMM	02582JKH2	Redemption	06/17/2024	04/16/2029	BARCLAYS CAPITAL	AMERICAN		672,500.46		**672,500.46**

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44212	COMM	412922AC0	Interest	06/17/2024	03/15/2029	BMO CAPITAL	HARLEY-DAVIDSON			72,047.49	**72,047.49**
44212	COMM	412922AC0	Redemption	06/17/2024	03/15/2029	BMO CAPITAL	HARLEY-DAVIDSON		320,018.68		**320,018.68**
44219	COMM	18978JAB4	Interest	06/17/2024	10/15/2027	CITIGROUP GLOBAL	CNH EQUIPMENT			33,875.00	**33,875.00**
44219	COMM	18978JAB4	Redemption	06/17/2024	10/15/2027	CITIGROUP GLOBAL	CNH EQUIPMENT		201,759.82		**201,759.82**
44231	COMM	58770JAD6	Interest	06/17/2024	01/18/2028	MIZUHO	MERCEDES-BENZ			39,013.33	**39,013.33**
44231	COMM	58770JAD6	Redemption	06/17/2024	01/18/2028	MIZUHO	MERCEDES-BENZ		241,926.57		**241,926.57**
44352	COMM	16536HFL0	Purchase	06/18/2024	06/20/2024	BANK OF AMERICA	CHESHAM FINANCE	74,977,791.66			**-74,977,791.66**
44354	COMM	313384YJ2	Purchase	06/18/2024	06/20/2024	BARCLAYS CAPITAL	FHLB NOTES	249,927,083.35			**-249,927,083.35**
44355	COMM	313384YJ2	Purchase	06/18/2024	06/20/2024	MIZUHO	FHLB NOTES	149,956,249.50			**-149,956,249.50**
44334	COMM	47786WAB6	Purchase	06/18/2024	05/17/2027	RBC CAPITAL	JOHN DEERE	31,998,144.00			**-31,998,144.00**
44351	COMM	5148X0FL4	Purchase	06/18/2024	06/20/2024	BANK OF AMERICA	LANDES	124,963,125.00			**-124,963,125.00**
44353	COMM	63873JFL9	Purchase	06/18/2024	06/20/2024	BANK OF AMERICA	NATIXIS NY	49,985,277.78			**-49,985,277.78**
44346	COMM	5148X0FJ9	Redemption	06/18/2024	06/18/2024	BANK OF AMERICA	LANDES		125,000,000.00		**125,000,000.00**
44347	COMM	16536HFJ5	Redemption	06/18/2024	06/18/2024	BANK OF AMERICA	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
44348	COMM	63873JFJ4	Redemption	06/18/2024	06/18/2024	BANK OF AMERICA	NATIXIS NY		50,000,000.00		**50,000,000.00**
44349	COMM	313384YG8	Redemption	06/18/2024	06/18/2024	BARCLAYS CAPITAL	FHLB NOTES		250,000,000.00		**250,000,000.00**
44350	COMM	313384YG8	Redemption	06/18/2024	06/18/2024	MIZUHO	FHLB NOTES		150,000,000.00		**150,000,000.00**
41873	COMM	59217GBY4	Interest	06/18/2024	12/18/2026	BOK FINANCIAL	MET LIFE GLOBAL			146,625.00	**146,625.00**
41964	COMM	3135G06L2	Interest	06/18/2024	12/18/2026	ROYAL BANK OF	FNMA NOTES			87,500.00	**87,500.00**
43656	COMM	31424WCU4	Interest	06/18/2024	12/07/2026	MIZUHO	FARMER MAC			645,912.50	**645,912.50**
43656	COMM	31424WCU4	Interest	06/18/2024	12/07/2026	MIZUHO	FARMER MAC			-639,212.50	**-639,212.50**
43675	COMM	3133EPN76	Interest	06/18/2024	12/18/2026	LOOP CAPITAL	FFCB NOTES			642,587.50	**642,587.50**
41321	COMM	43815EAC8	Interest	06/18/2024	11/18/2025	BARCLAYS CAPITAL	HONDA AUTO			1,780.43	**1,780.43**
41321	COMM	43815EAC8	Redemption	06/18/2024	11/18/2025	BARCLAYS CAPITAL	HONDA AUTO		753,418.60		**753,418.60**
44357	COMM	16536HFM8	Purchase	06/20/2024	06/21/2024	BANK OF AMERICA	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
44364	COMM	313384YK9	Purchase	06/20/2024	06/21/2024	BARCLAYS CAPITAL	FHLB NOTES	249,963,541.65			**-249,963,541.65**
44365	COMM	313384YK9	Purchase	06/20/2024	06/21/2024	MIZUHO	FHLB NOTES	149,978,125.50			**-149,978,125.50**
44356	COMM	5148X0FM2	Purchase	06/20/2024	06/21/2024	BANK OF AMERICA	LANDES	124,981,562.50			**-124,981,562.50**
44359	COMM	63873JFM7	Purchase	06/20/2024	06/21/2024	BANK OF AMERICA	NATIXIS NY	49,992,638.89			**-49,992,638.89**
44351	COMM	5148X0FL4	Redemption	06/20/2024	06/20/2024	BANK OF AMERICA	LANDES		125,000,000.00		**125,000,000.00**
44352	COMM	16536HFL0	Redemption	06/20/2024	06/20/2024	BANK OF AMERICA	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
44353	COMM	63873JFL9	Redemption	06/20/2024	06/20/2024	BANK OF AMERICA	NATIXIS NY		50,000,000.00		**50,000,000.00**
44354	COMM	313384YJ2	Redemption	06/20/2024	06/20/2024	BARCLAYS CAPITAL	FHLB NOTES		250,000,000.00		**250,000,000.00**
44355	COMM	313384YJ2	Redemption	06/20/2024	06/20/2024	MIZUHO	FHLB NOTES		150,000,000.00		**150,000,000.00**
41694	COMM	3130AQF40	Interest	06/20/2024	12/20/2024	KEYBANC CAPITAL	FHLB NOTES			75,000.00	**75,000.00**
42304	COMM	3133ENZG8	Interest	06/20/2024	06/20/2025	Academy Securities	FFCB NOTES			337,500.00	**337,500.00**
43651	COMM	06051GJD2	Interest	06/20/2024	06/19/2026	JPMorganChase	BANK OF AMERICA			134,584.17	**134,584.17**
41867	COMM	89238LAC4	Interest	06/20/2024	02/20/2025	MERRILL LYNCH	TOYOTA LEASE			469.57	**469.57**
41867	COMM	89238LAC4	Redemption	06/20/2024	02/20/2025	MERRILL LYNCH	TOYOTA LEASE		287,493.83		**287,493.83**
42119	COMM	23292GAC7	Interest	06/20/2024	01/21/2025	BARCLAYS CAPITAL	DLLST LLC			4,878.77	**4,878.77**
42119	COMM	23292GAC7	Redemption	06/20/2024	01/21/2025	BARCLAYS CAPITAL	DLLST LLC		918,147.63		**918,147.63**

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42152	COMM	36266FAC3	Interest	06/20/2024	06/20/2025	BMO CAPITAL	GM FIN'CL AUTO			6,698.30	**6,698.30**
42152	COMM	36266FAC3	Redemption	06/20/2024	06/20/2025	BMO CAPITAL	GM FIN'CL AUTO		2,350,273.33		**2,350,273.33**
43090	COMM	89239MAC1	Interest	06/20/2024	04/20/2026	BARCLAYS CAPITAL	TOYOTA LEASE			90,383.33	**90,383.33**
43090	COMM	89239MAC1	Redemption	06/20/2024	04/20/2026	BARCLAYS CAPITAL	TOYOTA LEASE		963,679.24		**963,679.24**
43120	COMM	92348KBL6	Interest	06/20/2024	04/20/2028	MERRILL LYNCH	VERIZON MASTER			163,000.00	**163,000.00**
43120	COMM	92348KBL6	Redemption	06/20/2024	04/20/2028	MERRILL LYNCH	VERIZON MASTER		866,601.41		**866,601.41**
43248	COMM	92867WAB4	Interest	06/20/2024	12/21/2026	MERRILL LYNCH	VOLKSWAGEN			53,424.91	**53,424.91**
43248	COMM	92867WAB4	Redemption	06/20/2024	12/21/2026	MERRILL LYNCH	VOLKSWAGEN		1,070,964.07		**1,070,964.07**
43336	COMM	88167PAC2	Interest	06/20/2024	06/22/2026	DEUTSCHE BANK	TESLA AUTO LEASE			19,633.33	**19,633.33**
43336	COMM	88167PAC2	Redemption	06/20/2024	06/22/2026	DEUTSCHE BANK	TESLA AUTO LEASE		151,745.42		**151,745.42**
43457	COMM	92867UAB8	Interest	06/20/2024	01/20/2026	BARCLAYS CAPITAL	VOLKSWAGEN			134,833.89	**134,833.89**
43457	COMM	92867UAB8	Redemption	06/20/2024	01/20/2026	BARCLAYS CAPITAL	VOLKSWAGEN		2,016,868.55		**2,016,868.55**
43771	COMM	92348KCL5	Interest	06/20/2024	12/20/2028	BANK OF AMERICA	VERIZON MASTER			72,916.67	**72,916.67**
43771	COMM	92348KCL5	Redemption	06/20/2024	12/20/2028	BANK OF AMERICA	VERIZON MASTER		298,178.45		**298,178.45**
44146	COMM	362548AD1	Interest	06/20/2024	07/20/2026	MUFG Mitsubishi	GM FIN'CL AUTO			94,489.75	**94,489.75**
44146	COMM	362548AD1	Redemption	06/20/2024	07/20/2026	MUFG Mitsubishi	GM FIN'CL AUTO		861,846.17		**861,846.17**
44367	COMM	16536HFQ9	Purchase	06/21/2024	06/24/2024	BANK OF AMERICA	CHESHAM FINANCE	74,966,687.50			**-74,966,687.50**
44369	COMM	313384YN3	Purchase	06/21/2024	06/24/2024	BARCLAYS CAPITAL	FHLB NOTES	249,890,625.00			**-249,890,625.00**
44370	COMM	313384YN3	Purchase	06/21/2024	06/24/2024	MIZUHO	FHLB NOTES	149,934,375.00			**-149,934,375.00**
44366	COMM	5148X0FQ3	Purchase	06/21/2024	06/24/2024	BANK OF AMERICA	LANDES	124,944,687.50			**-124,944,687.50**
44368	COMM	63873JFQ8	Purchase	06/21/2024	06/24/2024	BANK OF AMERICA	NATIXIS NY	49,977,916.67			**-49,977,916.67**
43401	COMM	06367DCE3	Redemption	06/21/2024	06/21/2024	BMO CAPITAL	BANK OF		65,000,000.00		**65,000,000.00**
43665	COMM	313384YK9	Redemption	06/21/2024	06/21/2024	BARCLAYS CAPITAL	FHLB NOTES		125,000,000.00		**125,000,000.00**
44356	COMM	5148X0FM2	Redemption	06/21/2024	06/21/2024	BANK OF AMERICA	LANDES		125,000,000.00		**125,000,000.00**
44357	COMM	16536HFM8	Redemption	06/21/2024	06/21/2024	BANK OF AMERICA	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
44359	COMM	63873JFM7	Redemption	06/21/2024	06/21/2024	BANK OF AMERICA	NATIXIS NY		50,000,000.00		**50,000,000.00**
44364	COMM	313384YK9	Redemption	06/21/2024	06/21/2024	BARCLAYS CAPITAL	FHLB NOTES		250,000,000.00		**250,000,000.00**
44365	COMM	313384YK9	Redemption	06/21/2024	06/21/2024	MIZUHO	FHLB NOTES		150,000,000.00		**150,000,000.00**
40461	COMM	SYS40461	Redemption	06/21/2024			DREYFUS		162,825,693.27		**162,825,693.27**
42588	COMM	SYS42588	Redemption	06/21/2024			STATE STREET US		180,000,000.00		**180,000,000.00**
43401	COMM	06367DCE3	Interest	06/21/2024	06/21/2024	BMO CAPITAL	BANK OF			3,228,225.00	**3,228,225.00**
43704	COMM	3134H1MK6	Interest	06/21/2024	12/21/2026	Daiwa Capital Market	FHLMC NOTES			810,000.00	**810,000.00**
40965	COMM	43813GAC5	Interest	06/21/2024	04/21/2025	JPMorganChase	HONDA AUTO			5.32	**5.32**
40965	COMM	43813GAC5	Redemption	06/21/2024	04/21/2025	JPMorganChase	HONDA AUTO		23,649.81		**23,649.81**
41554	COMM	43815GAC3	Interest	06/21/2024	01/21/2026	MERRILL LYNCH	HONDA AUTO			4,583.14	**4,583.14**
41554	COMM	43815GAC3	Redemption	06/21/2024	01/21/2026	MERRILL LYNCH	HONDA AUTO		655,673.89		**655,673.89**
42950	COMM	43815JAC7	Interest	06/21/2024	04/21/2027	CITIGROUP GLOBAL	HONDA AUTO			54,600.00	**54,600.00**
42950	COMM	43815JAC7	Redemption	06/21/2024	04/21/2027	CITIGROUP GLOBAL	HONDA AUTO		379,755.09		**379,755.09**
43617	COMM	438123AB7	Interest	06/21/2024	06/22/2026	JPMorganChase	HONDA AUTO			141,858.34	**141,858.34**
43617	COMM	438123AB7	Redemption	06/21/2024	06/22/2026	JPMorganChase	HONDA AUTO		398,275.68		**398,275.68**
44372	COMM	16536HFR7	Purchase	06/24/2024	06/25/2024	BANK OF AMERICA	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**

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44374	COMM	313384YP8	Purchase	06/24/2024	06/25/2024	BARCLAYS CAPITAL	FHLB DISCOUNT	249,963,472.20			-249,963,472.20
44375	COMM	313384YP8	Purchase	06/24/2024	06/25/2024	MIZUHO	FHLB DISCOUNT	149,978,083.50			-149,978,083.50
44371	COMM	5148X0FR1	Purchase	06/24/2024	06/25/2024	BANK OF AMERICA	LANDES	124,981,562.50			-124,981,562.50
44373	COMM	63873JFR6	Purchase	06/24/2024	06/25/2024	BANK OF AMERICA	NATIXIS NY	49,992,638.89			-49,992,638.89
44366	COMM	5148X0FQ3	Redemption	06/24/2024	06/24/2024	BANK OF AMERICA	LANDES		125,000,000.00		125,000,000.00
44367	COMM	16536HFQ9	Redemption	06/24/2024	06/24/2024	BANK OF AMERICA	CHESHAM FINANCE		75,000,000.00		75,000,000.00
44368	COMM	63873JFQ8	Redemption	06/24/2024	06/24/2024	BANK OF AMERICA	NATIXIS NY		50,000,000.00		50,000,000.00
44369	COMM	313384YN3	Redemption	06/24/2024	06/24/2024	BARCLAYS CAPITAL	FHLB NOTES		250,000,000.00		250,000,000.00
44370	COMM	313384YN3	Redemption	06/24/2024	06/24/2024	MIZUHO	FHLB NOTES		150,000,000.00		150,000,000.00
40870	COMM	3133EMLP5	Interest	06/24/2024	12/23/2024	INCAPITAL LLC	FFCB NOTES			24,000.00	24,000.00
41695	COMM	3133ENJC5	Interest	06/24/2024	12/22/2026	ROYAL BANK OF	FFCB NOTES			77,400.00	77,400.00
41696	COMM	3133ENJC5	Interest	06/24/2024	12/22/2026	Daiwa Capital Market	FFCB NOTES			77,400.00	77,400.00
42109	COMM	3134GXHX5	Interest	06/24/2024	12/23/2026	LOOP CAPITAL	FHLMC NOTES			63,750.00	63,750.00
43110	COMM	141781CA0	Interest	06/24/2024	06/24/2026	BARCLAYS CAPITAL	CARGILL INC			225,000.00	225,000.00
43118	COMM	141781CA0	Interest	06/24/2024	06/24/2026	MERRILL LYNCH	CARGILL INC			626,625.00	626,625.00
44380	COMM	16536HFS5	Purchase	06/25/2024	06/26/2024	BANK OF AMERICA	CHESHAM FINANCE	74,988,895.83			-74,988,895.83
44382	COMM	313384YQ6	Purchase	06/25/2024	06/26/2024	BARCLAYS CAPITAL	FHLB NOTES	249,963,472.20			-249,963,472.20
44383	COMM	313384YQ6	Purchase	06/25/2024	06/26/2024	MIZUHO	FHLB NOTES	149,978,083.50			-149,978,083.50
44379	COMM	5148X0FS9	Purchase	06/25/2024	06/26/2024	BANK OF AMERICA	LANDES	124,981,562.50			-124,981,562.50
44381	COMM	63873JFS4	Purchase	06/25/2024	06/26/2024	BANK OF AMERICA	NATIXIS NY	49,992,638.89			-49,992,638.89
44371	COMM	5148X0FR1	Redemption	06/25/2024	06/25/2024	BANK OF AMERICA	LANDES		125,000,000.00		125,000,000.00
44372	COMM	16536HFR7	Redemption	06/25/2024	06/25/2024	BANK OF AMERICA	CHESHAM FINANCE		75,000,000.00		75,000,000.00
44373	COMM	63873JFR6	Redemption	06/25/2024	06/25/2024	BANK OF AMERICA	NATIXIS NY		50,000,000.00		50,000,000.00
44374	COMM	313384YP8	Redemption	06/25/2024	06/25/2024	BARCLAYS CAPITAL	FHLB DISCOUNT		250,000,000.00		250,000,000.00
44375	COMM	313384YP8	Redemption	06/25/2024	06/25/2024	MIZUHO	FHLB DISCOUNT		150,000,000.00		150,000,000.00
39654	COMM	3137BP4J5	Interest	06/25/2024	03/25/2026	KEYBANC CAPITAL	FHLMC			14,389.34	14,389.34
39654	COMM	3137BP4J5	Redemption	06/25/2024	03/25/2026	KEYBANC CAPITAL	FHLMC		299,007.04		299,007.04
40390	COMM	3137BHCY1	Interest	06/25/2024	01/25/2025	BOK FINANCIAL	FHLMC			19,917.98	19,917.98
40390	COMM	3137BHCY1	Redemption	06/25/2024	01/25/2025	BOK FINANCIAL	FHLMC		16,210.64		16,210.64
40511	COMM	3136AXVB8	Interest	06/25/2024	07/25/2024	BOK FINANCIAL	FNMA			12,468.13	12,468.13
40511	COMM	3136AXVB8	Redemption	06/25/2024	07/25/2024	BOK FINANCIAL	FNMA		803,341.83		803,341.83
40526	COMM	3137BSP64	Interest	06/25/2024	07/25/2026	BOK FINANCIAL	FHLMC			15,535.06	15,535.06
40526	COMM	3137BSP64	Redemption	06/25/2024	07/25/2026	BOK FINANCIAL	FHLMC		246,551.40		246,551.40
40539	COMM	3137BKGH7	Interest	06/25/2024	07/25/2025	BOK FINANCIAL	FHLMC			1,158.20	1,158.20
40539	COMM	3137BKGH7	Redemption	06/25/2024	07/25/2025	BOK FINANCIAL	FHLMC		126,419.61		126,419.61
40541	COMM	3138L7CU8	Interest	06/25/2024	07/01/2024	BOK FINANCIAL	FNMA			46,008.47	46,008.47
40541	COMM	3138L7CU8	Redemption	06/25/2024	07/01/2024	BOK FINANCIAL	FNMA		42,680.38		42,680.38
40630	COMM	3138LJWY2	Interest	06/25/2024	10/01/2025	BOK FINANCIAL	FHLMC			29,761.44	29,761.44
40630	COMM	3138LJWY2	Redemption	06/25/2024	10/01/2025	BOK FINANCIAL	FHLMC		24,914.12		24,914.12
40638	COMM	3137BYLE8	Interest	06/25/2024	10/25/2025	BOK FINANCIAL	FHLMC			14,962.50	14,962.50
40638	COMM	3137BYLE8	Redemption	06/25/2024	10/25/2025	BOK FINANCIAL	FHLMC		429,308.20		429,308.20

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40743	COMM	3136AY6S7	Interest	06/25/2024	11/25/2024	BOK FINANCIAL	FNMA			20,473.12	**20,473.12**
40743	COMM	3136AY6S7	Redemption	06/25/2024	11/25/2024	BOK FINANCIAL	FNMA		330,579.00		**330,579.00**
40784	COMM	3137F72W4	Interest	06/25/2024	09/25/2029	JPMorganChase	FHLMC			9,496.45	**9,496.45**
40784	COMM	3137F72W4	Redemption	06/25/2024	09/25/2029	JPMorganChase	FHLMC		1,401,414.75		**1,401,414.75**
40812	COMM	3132XFFH6	Interest	06/25/2024	10/01/2025	BOK FINANCIAL	FHLMC			29,837.50	**29,837.50**
40812	COMM	3132XFFH6	Redemption	06/25/2024	10/01/2025	BOK FINANCIAL	FHLMC		2,872,328.09		**2,872,328.09**
40905	COMM	3138LEC33	Interest	06/25/2024	07/01/2026	BOK FINANCIAL	FNMA			19,459.43	**19,459.43**
40905	COMM	3138LEC33	Redemption	06/25/2024	07/01/2026	BOK FINANCIAL	FNMA		15,157.60		**15,157.60**
40976	COMM	3137FATE8	Interest	06/25/2024	08/25/2024	JPMorganChase	FHLMC			74,550.00	**74,550.00**
40976	COMM	3137FATE8	Redemption	06/25/2024	08/25/2024	JPMorganChase	FHLMC		8,198,260.32		**8,198,260.32**
40983	COMM	3137FF3W5	Interest	06/25/2024	09/25/2027	LOOP CAPITAL	FHLMC			1,514.19	**1,514.19**
40983	COMM	3137FF3W5	Redemption	06/25/2024	09/25/2027	LOOP CAPITAL	FHLMC		66,283.64		**66,283.64**
41131	COMM	3137BYLE8	Interest	06/25/2024	10/25/2025	BOK FINANCIAL	FHLMC			11,250.00	**11,250.00**
41131	COMM	3137BYLE8	Redemption	06/25/2024	10/25/2025	BOK FINANCIAL	FHLMC				**0.00**
41133	COMM	3137FYZG4	Interest	06/25/2024	06/25/2027	JPMorganChase	FHLMC			4,890.53	**4,890.53**
41133	COMM	3137FYZG4	Redemption	06/25/2024	06/25/2027	JPMorganChase	FHLMC		16,908.99		**16,908.99**
41164	COMM	3137FPJ55	Interest	06/25/2024	07/25/2027	INCAPITAL LLC	FHLMC			33,909.89	**33,909.89**
41164	COMM	3137FPJ55	Redemption	06/25/2024	07/25/2027	INCAPITAL LLC	FHLMC		18,505.91		**18,505.91**
41192	COMM	3137FBAB2	Interest	06/25/2024	08/25/2027	INCAPITAL LLC	FHLMC			16,747.99	**16,747.99**
41192	COMM	3137FBAB2	Redemption	06/25/2024	08/25/2027	INCAPITAL LLC	FHLMC		157,491.60		**157,491.60**
41222	COMM	3137H14A1	Interest	06/25/2024	01/25/2028	JPMorganChase	FHLMC			11,681.50	**11,681.50**
41222	COMM	3137H14A1	Redemption	06/25/2024	01/25/2028	JPMorganChase	FHLMC		339,832.63		**339,832.63**
41228	COMM	3136AUG21	Interest	06/25/2024	10/25/2026	BOK FINANCIAL	FNMA			37,009.45	**37,009.45**
41228	COMM	3136AUG21	Redemption	06/25/2024	10/25/2026	BOK FINANCIAL	FNMA		26,493.75		**26,493.75**
41319	COMM	3132XFD47	Interest	06/25/2024	11/01/2026	BOK FINANCIAL	FHLMC			27,125.00	**27,125.00**
41319	COMM	3132XFD47	Redemption	06/25/2024	11/01/2026	BOK FINANCIAL	FHLMC		588,412.28		**588,412.28**
41491	COMM	3138LNKZ3	Interest	06/25/2024	06/01/2025	BOK FINANCIAL	FNMA			7,497.34	**7,497.34**
41491	COMM	3138LNKZ3	Redemption	06/25/2024	06/01/2025	BOK FINANCIAL	FNMA		3,759.78		**3,759.78**
41524	COMM	3133LJAN1	Interest	06/25/2024	11/01/2031	INCAPITAL LLC	FHLMC SINGLE			12,776.95	**12,776.95**
41524	COMM	3133LJAN1	Redemption	06/25/2024	11/01/2031	INCAPITAL LLC	FHLMC SINGLE		250,817.02		**250,817.02**
41525	COMM	3140QMQJ6	Interest	06/25/2024	11/01/2031	INCAPITAL LLC	FNMA SINGLE			11,798.41	**11,798.41**
41525	COMM	3140QMQJ6	Redemption	06/25/2024	11/01/2031	INCAPITAL LLC	FNMA SINGLE		127,403.55		**127,403.55**
41526	COMM	3140XDHF6	Interest	06/25/2024	09/01/2031	INCAPITAL LLC	FNMA SINGLE			21,060.49	**21,060.49**
41526	COMM	3140XDHF6	Redemption	06/25/2024	09/01/2031	INCAPITAL LLC	FNMA SINGLE		260,950.39		**260,950.39**
41675	COMM	3133LPUA3	Interest	06/25/2024	01/01/2032	INCAPITAL LLC	FHLMC SINGLE			18,923.00	**18,923.00**
41675	COMM	3133LPUA3	Redemption	06/25/2024	01/01/2032	INCAPITAL LLC	FHLMC SINGLE		247,916.68		**247,916.68**
41676	COMM	31418EAD2	Interest	06/25/2024	12/01/2031	INCAPITAL LLC	FNMA SINGLE			16,639.14	**16,639.14**
41676	COMM	31418EAD2	Redemption	06/25/2024	12/01/2031	INCAPITAL LLC	FNMA SINGLE		217,714.80		**217,714.80**
41791	COMM	3137FQ3Y7	Interest	06/25/2024	07/25/2029	INCAPITAL LLC	FHLMC			32,677.93	**32,677.93**
41791	COMM	3137FQ3Y7	Redemption	06/25/2024	07/25/2029	INCAPITAL LLC	FHLMC		96,291.33		**96,291.33**
41803	COMM	3137BEVH4	Interest	06/25/2024	09/25/2024	INCAPITAL LLC	FHLMC			30,319.24	**30,319.24**

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41803	COMM	3137BEVH4	Redemption	06/25/2024	09/25/2024	INCAPITAL LLC	FHLMC		1,102,519.33		**1,102,519.33**
41854	COMM	3138LDLP6	Interest	06/25/2024	04/01/2026	BOK FINANCIAL	FNMA			24,593.30	**24,593.30**
41854	COMM	3138LDLP6	Redemption	06/25/2024	04/01/2026	BOK FINANCIAL	FNMA		17,032.18		**17,032.18**
41892	COMM	3137H6LT0	Interest	06/25/2024	03/25/2027	JPMorganChase	FHLMC			36,448.80	**36,448.80**
41892	COMM	3137H6LT0	Redemption	06/25/2024	03/25/2027	JPMorganChase	FHLMC		66,164.48		**66,164.48**
42039	COMM	3138LCT54	Interest	06/25/2024	01/01/2026	JPMorganChase	FNMA			93,430.56	**93,430.56**
42039	COMM	3138LCT54	Redemption	06/25/2024	01/01/2026	JPMorganChase	FNMA		1,889,231.43		**1,889,231.43**
42046	COMM	3137H73W1	Interest	06/25/2024	04/25/2027	MERRILL LYNCH	FHLMC			37,067.12	**37,067.12**
42046	COMM	3137H73W1	Redemption	06/25/2024	04/25/2027	MERRILL LYNCH	FHLMC		32,732.92		**32,732.92**
42093	COMM	3137F1G44	Interest	06/25/2024	04/25/2027	JPMorganChase	FHLMC			94,587.50	**94,587.50**
42093	COMM	3137F1G44	Redemption	06/25/2024	04/25/2027	JPMorganChase	FHLMC		1,112,449.53		**1,112,449.53**
42099	COMM	3137BXQY1	Interest	06/25/2024	03/25/2027	JPMorganChase	FHLMC			107,466.68	**107,466.68**
42099	COMM	3137BXQY1	Redemption	06/25/2024	03/25/2027	JPMorganChase	FHLMC		1,301,293.20		**1,301,293.20**
42110	COMM	3137F2LJ3	Interest	06/25/2024	06/25/2027	BOK FINANCIAL	FHLMC			90,912.50	**90,912.50**
42110	COMM	3137F2LJ3	Redemption	06/25/2024	06/25/2027	BOK FINANCIAL	FHLMC		1,052,043.82		**1,052,043.82**
42111	COMM	3138LDYK3	Interest	06/25/2024	07/01/2026	BOK FINANCIAL	FNMA NOTES			82,895.51	**82,895.51**
42111	COMM	3138LDYK3	Redemption	06/25/2024	07/01/2026	BOK FINANCIAL	FNMA NOTES		86,917.95		**86,917.95**
42112	COMM	3138LFUJ5	Interest	06/25/2024	10/01/2026	JPMorganChase	FNMA			42,538.89	**42,538.89**
42112	COMM	3138LFUJ5	Redemption	06/25/2024	10/01/2026	JPMorganChase	FNMA		749,924.98		**749,924.98**
42120	COMM	3136AK2F9	Interest	06/25/2024	08/25/2026	BOK FINANCIAL	FNMA			108,086.73	**108,086.73**
42120	COMM	3136AK2F9	Redemption	06/25/2024	08/25/2026	BOK FINANCIAL	FNMA		70,215.99		**70,215.99**
42133	COMM	3138LD5W9	Interest	06/25/2024	06/01/2026	BOK FINANCIAL	FNMA			32,812.50	**32,812.50**
42133	COMM	3138LD5W9	Redemption	06/25/2024	06/01/2026	BOK FINANCIAL	FNMA		642,898.45		**642,898.45**
42137	COMM	3138LD5W9	Interest	06/25/2024	06/01/2026	BOK FINANCIAL	FNMA			32,812.50	**32,812.50**
42137	COMM	3138LD5W9	Redemption	06/25/2024	06/01/2026	BOK FINANCIAL	FNMA				**0.00**
42150	COMM	3137F1G44	Interest	06/25/2024	04/25/2027	BOK FINANCIAL	FHLMC			54,050.00	**54,050.00**
42150	COMM	3137F1G44	Redemption	06/25/2024	04/25/2027	BOK FINANCIAL	FHLMC				**0.00**
42151	COMM	3138LEC82	Interest	06/25/2024	07/01/2026	JPMorganChase	FNMA			44,261.11	**44,261.11**
42151	COMM	3138LEC82	Redemption	06/25/2024	07/01/2026	JPMorganChase	FNMA		827,046.35		**827,046.35**
42183	COMM	05602RAD3	Interest	06/25/2024	08/25/2026	ROYAL BANK OF	BMW VEHICLE			25,436.67	**25,436.67**
42183	COMM	05602RAD3	Redemption	06/25/2024	08/25/2026	ROYAL BANK OF	BMW VEHICLE		797,993.21		**797,993.21**
42187	COMM	3137F4CY6	Interest	06/25/2024	09/25/2024	JPMorganChase	FHLMC			51,657.70	**51,657.70**
42187	COMM	3137F4CY6	Redemption	06/25/2024	09/25/2024	JPMorganChase	FHLMC		10,532.00		**10,532.00**
42188	COMM	3140HV6S8	Interest	06/25/2024	11/01/2026	JPMorganChase	FNMA			56,575.00	**56,575.00**
42188	COMM	3140HV6S8	Redemption	06/25/2024	11/01/2026	JPMorganChase	FNMA		1,084,112.52		**1,084,112.52**
42205	COMM	3137FMD25	Interest	06/25/2024	04/25/2026	JPMorganChase	FHLMC			47,772.91	**47,772.91**
42205	COMM	3137FMD25	Redemption	06/25/2024	04/25/2026	JPMorganChase	FHLMC		899,483.08		**899,483.08**
42234	COMM	3138LD5W9	Interest	06/25/2024	06/01/2026	JPMorganChase	FNMA			17,500.00	**17,500.00**
42234	COMM	3138LD5W9	Redemption	06/25/2024	06/01/2026	JPMorganChase	FNMA				**0.00**
42757	COMM	3137FBAJ5	Interest	06/25/2024	08/25/2027	BOK FINANCIAL	FHLMC			29,255.59	**29,255.59**
42757	COMM	3137FBAJ5	Redemption	06/25/2024	08/25/2027	BOK FINANCIAL	FHLMC		294,173.13		**294,173.13**

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42758	COMM	3138L5FA3	Interest	06/25/2024	12/01/2025	BOK FINANCIAL	FNMA			28,575.97	**28,575.97**
42758	COMM	3138L5FA3	Redemption	06/25/2024	12/01/2025	BOK FINANCIAL	FNMA		15,080.58		**15,080.58**
42764	COMM	3137BYLD0	Interest	06/25/2024	02/25/2027	BOK FINANCIAL	FHLMC			54,800.00	**54,800.00**
42764	COMM	3137BYLD0	Redemption	06/25/2024	02/25/2027	BOK FINANCIAL	FHLMC		636,820.91		**636,820.91**
42786	COMM	3137F4X23	Interest	06/25/2024	02/25/2025	BOK FINANCIAL	FHLMC			21,900.00	**21,900.00**
42786	COMM	3137F4X23	Redemption	06/25/2024	02/25/2025	BOK FINANCIAL	FHLMC		736,189.60		**736,189.60**
42878	COMM	3138LCT54-A	Interest	06/25/2024	01/01/2026	BOK FINANCIAL	FNMA			26,694.44	**26,694.44**
42878	COMM	3138LCT54-A	Redemption	06/25/2024	01/01/2026	BOK FINANCIAL	FNMA		521,916.33		**521,916.33**
42910	COMM	3138LECC3	Interest	06/25/2024	07/01/2026	BOK FINANCIAL	FNMA NOTES			83,355.56	**83,355.56**
42910	COMM	3138LECC3	Redemption	06/25/2024	07/01/2026	BOK FINANCIAL	FNMA NOTES		1,605,507.15		**1,605,507.15**
42927	COMM	05593AAC3	Interest	06/25/2024	11/25/2025	MERRILL LYNCH	BMW VEHICLE			22,396.25	**22,396.25**
42927	COMM	05593AAC3	Redemption	06/25/2024	11/25/2025	MERRILL LYNCH	BMW VEHICLE		584,224.33		**584,224.33**
42931	COMM	3132CW3F9	Interest	06/25/2024	12/01/2027	MERRILL LYNCH	FHLMC			41,060.12	**41,060.12**
42931	COMM	3132CW3F9	Redemption	06/25/2024	12/01/2027	MERRILL LYNCH	FHLMC		836,952.87		**836,952.87**
42949	COMM	3132XGQ74	Interest	06/25/2024	11/01/2027	BOK FINANCIAL	FHLMC			142,276.17	**142,276.17**
42949	COMM	3132XGQ74	Redemption	06/25/2024	11/01/2027	BOK FINANCIAL	FHLMC		54,502.65		**54,502.65**
43042	COMM	3136AMMF3	Interest	06/25/2024	12/25/2024	KEYBANC CAPITAL	FNMA			48,355.55	**48,355.55**
43042	COMM	3136AMMF3	Redemption	06/25/2024	12/25/2024	KEYBANC CAPITAL	FNMA		34,618.12		**34,618.12**
43054	COMM	3137FEZT0	Interest	06/25/2024	12/25/2027	BOK FINANCIAL	FHLMC			81,598.57	**81,598.57**
43054	COMM	3137FEZT0	Redemption	06/25/2024	12/25/2027	BOK FINANCIAL	FHLMC		523,938.09		**523,938.09**
43080	COMM	3132XFLM8	Interest	06/25/2024	02/01/2028	BOK FINANCIAL	FHLMC			115,378.55	**115,378.55**
43080	COMM	3132XFLM8	Redemption	06/25/2024	02/01/2028	BOK FINANCIAL	FHLMC		711,248.38		**711,248.38**
43098	COMM	3140LJKS4	Interest	06/25/2024	01/01/2028	BOK FINANCIAL	FNMA			91,007.96	**91,007.96**
43098	COMM	3140LJKS4	Redemption	06/25/2024	01/01/2028	BOK FINANCIAL	FNMA		552,510.97		**552,510.97**
43105	COMM	30322KAE3	Interest	06/25/2024	07/25/2026	KEYBANC CAPITAL	FREDDIE MAC			19,085.46	**19,085.46**
43105	COMM	30322KAE3	Redemption	06/25/2024	07/25/2026	KEYBANC CAPITAL	FREDDIE MAC		45,366.27		**45,366.27**
43145	COMM	3140LJJN7	Interest	06/25/2024	01/01/2028	BOK FINANCIAL	FNMA			116,043.18	**116,043.18**
43145	COMM	3140LJJN7	Redemption	06/25/2024	01/01/2028	BOK FINANCIAL	FNMA		729,284.70		**729,284.70**
43162	COMM	3140LHFC9	Interest	06/25/2024	09/01/2027	BOK FINANCIAL	FNMA			75,993.06	**75,993.06**
43162	COMM	3140LHFC9	Redemption	06/25/2024	09/01/2027	BOK FINANCIAL	FNMA		661,761.15		**661,761.15**
43200	COMM	3140LJS23	Interest	06/25/2024	02/01/2028	BOK FINANCIAL	FNMA			89,770.83	**89,770.83**
43200	COMM	3140LJS23	Redemption	06/25/2024	02/01/2028	BOK FINANCIAL	FNMA		572,953.46		**572,953.46**
43243	COMM	3137FHQ22	Interest	06/25/2024	07/25/2025	BOK FINANCIAL	FHLMC			36,853.94	**36,853.94**
43243	COMM	3137FHQ22	Redemption	06/25/2024	07/25/2025	BOK FINANCIAL	FHLMC		180,704.76		**180,704.76**
43268	COMM	3140LJX68	Interest	06/25/2024	06/01/2028	BOK FINANCIAL	FNMA			85,468.46	**85,468.46**
43268	COMM	3140LJX68	Redemption	06/25/2024	06/01/2028	BOK FINANCIAL	FNMA		481,147.43		**481,147.43**
43391	COMM	3137FJXQ7	Interest	06/25/2024	08/25/2025	KEYBANC CAPITAL	FHLMC			72,776.48	**72,776.48**
43391	COMM	3137FJXQ7	Redemption	06/25/2024	08/25/2025	KEYBANC CAPITAL	FHLMC		10,334.50		**10,334.50**
43504	COMM	055979AB4	Interest	06/25/2024	08/25/2025	JPMorganChase	BMW VEHICLE			51,785.31	**51,785.31**
43504	COMM	055979AB4	Redemption	06/25/2024	08/25/2025	JPMorganChase	BMW VEHICLE		1,713,433.17		**1,713,433.17**
43563	COMM	3140LLCB5	Interest	06/25/2024	07/01/2028	BOK FINANCIAL	FNMA			89,619.91	**89,619.91**

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43563	COMM	3140LLCB5	Redemption	06/25/2024	07/01/2028	BOK FINANCIAL	FNMA		431,040.75		**431,040.75**
43597	COMM	3132XGW51	Interest	06/25/2024	07/01/2028	BOK FINANCIAL	FHLMC			53,791.87	**53,791.87**
43597	COMM	3132XGW51	Redemption	06/25/2024	07/01/2028	BOK FINANCIAL	FHLMC		273,250.37		**273,250.37**
43628	COMM	3137BLVK1	Interest	06/25/2024	07/25/2025	JPMorganChase	FHLMC			66,215.01	**66,215.01**
43628	COMM	3137BLVK1	Redemption	06/25/2024	07/25/2025	JPMorganChase	FHLMC		1,728,039.34		**1,728,039.34**
43629	COMM	3132XGVS2	Interest	06/25/2024	06/01/2028	BOK FINANCIAL	FREDDIE MAC			119,787.10	**119,787.10**
43629	COMM	3132XGVS2	Redemption	06/25/2024	06/01/2028	BOK FINANCIAL	FREDDIE MAC		532,587.83		**532,587.83**
43636	COMM	3137HB3G7	Interest	06/25/2024	10/25/2028	BANK OF AMERICA	FHLMC			85,050.00	**85,050.00**
43636	COMM	3137HB3G7	Redemption	06/25/2024	10/25/2028	BANK OF AMERICA	FHLMC		368,400.83		**368,400.83**
43889	COMM	3132XFND6	Interest	06/25/2024	08/01/2028	BOK FINANCIAL	FHLMC			177,070.27	**177,070.27**
43889	COMM	3132XFND6	Redemption	06/25/2024	08/01/2028	BOK FINANCIAL	FHLMC		763,618.40		**763,618.40**
44063	COMM	3142FFGN1	Interest	06/25/2024	01/01/2029	BOK FINANCIAL	FNMA			158,444.44	**158,444.44**
44063	COMM	3142FFGN1	Redemption	06/25/2024	01/01/2029	BOK FINANCIAL	FNMA		646,005.10		**646,005.10**
44385	COMM	16536HFT3	Purchase	06/26/2024	06/27/2024	BANK OF AMERICA	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
44387	COMM	313384YR4	Purchase	06/26/2024	06/27/2024	BARCLAYS CAPITAL	FHLB NOTES	249,963,402.80			**-249,963,402.80**
44388	COMM	313384YR4	Purchase	06/26/2024	06/27/2024	MIZUHO	FHLB NOTES	149,978,041.50			**-149,978,041.50**
44384	COMM	5148X0FT7	Purchase	06/26/2024	06/27/2024	BANK OF AMERICA	LANDES	124,981,562.50			**-124,981,562.50**
44386	COMM	63873JFT2	Purchase	06/26/2024	06/27/2024	BARCLAYS CAPITAL	NATIXIS NY	49,992,638.89			**-49,992,638.89**
44379	COMM	5148X0FS9	Redemption	06/26/2024	06/26/2024	BANK OF AMERICA	LANDES		125,000,000.00		**125,000,000.00**
44380	COMM	16536HFS5	Redemption	06/26/2024	06/26/2024	BANK OF AMERICA	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
44381	COMM	63873JFS4	Redemption	06/26/2024	06/26/2024	BANK OF AMERICA	NATIXIS NY		50,000,000.00		**50,000,000.00**
44382	COMM	313384YQ6	Redemption	06/26/2024	06/26/2024	BARCLAYS CAPITAL	FHLB NOTES		250,000,000.00		**250,000,000.00**
44383	COMM	313384YQ6	Redemption	06/26/2024	06/26/2024	MIZUHO	FHLB NOTES		150,000,000.00		**150,000,000.00**
44390	COMM	16536HFU0	Purchase	06/27/2024	06/28/2024	BANK OF AMERICA	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
44378	COMM	3130B1TW7	Purchase	06/27/2024	06/27/2028	LOOP CAPITAL	FHLB NOTES	50,000,000.00			**-50,000,000.00**
44392	COMM	313384YS2	Purchase	06/27/2024	06/28/2024	BARCLAYS CAPITAL	FHLB NOTES	249,963,475.00			**-249,963,475.00**
44393	COMM	313384YS2	Purchase	06/27/2024	06/28/2024	MIZUHO	FHLB NOTES	149,978,083.50			**-149,978,083.50**
44389	COMM	5148X0FU4	Purchase	06/27/2024	06/28/2024	BANK OF AMERICA	LANDES	124,981,562.50			**-124,981,562.50**
44391	COMM	63873JFU9	Purchase	06/27/2024	06/28/2024	BANK OF AMERICA	NATIXIS NY	49,992,638.89			**-49,992,638.89**
44384	COMM	5148X0FT7	Redemption	06/27/2024	06/27/2024	BANK OF AMERICA	LANDES		125,000,000.00		**125,000,000.00**
44385	COMM	16536HFT3	Redemption	06/27/2024	06/27/2024	BANK OF AMERICA	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
44386	COMM	63873JFT2	Redemption	06/27/2024	06/27/2024	BARCLAYS CAPITAL	NATIXIS NY		50,000,000.00		**50,000,000.00**
44387	COMM	313384YR4	Redemption	06/27/2024	06/27/2024	BARCLAYS CAPITAL	FHLB NOTES		250,000,000.00		**250,000,000.00**
44388	COMM	313384YR4	Redemption	06/27/2024	06/27/2024	MIZUHO	FHLB NOTES		150,000,000.00		**150,000,000.00**
44395	COMM	16536HG13	Purchase	06/28/2024	07/01/2024	BANK OF AMERICA	CHESHAM FINANCE	74,966,687.50			**-74,966,687.50**
44396	COMM	313384YV5	Purchase	06/28/2024	07/01/2024	BARCLAYS CAPITAL	FHLB NOTES	149,934,999.99			**-149,934,999.99**
44397	COMM	313384YV5	Purchase	06/28/2024	07/01/2024	MIZUHO	FHLB NOTES	149,935,000.50			**-149,935,000.50**
44394	COMM	5148X0G17	Purchase	06/28/2024	07/01/2024	BANK OF AMERICA	LANDES	124,944,687.50			**-124,944,687.50**
41933	COMM	3130AMU67	Redemption	06/28/2024	06/28/2024	KEYBANC CAPITAL	FHLB NOTES		15,000,000.00		**15,000,000.00**
41934	COMM	3130AMU67	Redemption	06/28/2024	06/28/2024	KEYBANC CAPITAL	FHLB NOTES		15,000,000.00		**15,000,000.00**
42817	COMM	3134GY7D8	Redemption	06/28/2024	06/28/2024	LOOP CAPITAL	FHLMC NOTES		45,000,000.00		**45,000,000.00**

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Investment #	Fund	CUSIP	TransactionType	TransactionDate	MaturityDate	Dealer	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
42818	COMM	3134GY7D8	Redemption	06/28/2024	06/28/2024	LOOP CAPITAL	FHLMC NOTES		7,000,000.00		**7,000,000.00**
43677	COMM	79490AFU7	Redemption	06/28/2024	06/28/2024	Academy Securities	SALISBURY REC CO		75,000,000.00		**75,000,000.00**
44389	COMM	5148X0FU4	Redemption	06/28/2024	06/28/2024	BANK OF AMERICA	LANDES		125,000,000.00		**125,000,000.00**
44390	COMM	16536HFU0	Redemption	06/28/2024	06/28/2024	BANK OF AMERICA	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
44391	COMM	63873JFU9	Redemption	06/28/2024	06/28/2024	BANK OF AMERICA	NATIXIS NY		50,000,000.00		**50,000,000.00**
44392	COMM	313384YS2	Redemption	06/28/2024	06/28/2024	BARCLAYS CAPITAL	FHLB NOTES		250,000,000.00		**250,000,000.00**
44393	COMM	313384YS2	Redemption	06/28/2024	06/28/2024	MIZUHO	FHLB NOTES		150,000,000.00		**150,000,000.00**
41933	COMM	3130AMU67	Interest	06/28/2024	06/28/2024	KEYBANC CAPITAL	FHLB NOTES			30,000.00	**30,000.00**
41934	COMM	3130AMU67	Interest	06/28/2024	06/28/2024	KEYBANC CAPITAL	FHLB NOTES			30,000.00	**30,000.00**
42817	COMM	3134GY7D8	Interest	06/28/2024	06/28/2024	LOOP CAPITAL	FHLMC NOTES			1,136,250.00	**1,136,250.00**
42818	COMM	3134GY7D8	Interest	06/28/2024	06/28/2024	LOOP CAPITAL	FHLMC NOTES			176,750.00	**176,750.00**
40155	COMM	9128286Z8	Redemption	06/30/2024	06/30/2024	MERRILL LYNCH	U.S. TREASURY		30,000,000.00		**30,000,000.00**
40155	COMM	9128286Z8	Interest	06/30/2024	06/30/2024	MERRILL LYNCH	U.S. TREASURY			262,500.00	**262,500.00**
40522	COMM	3136G4XZ1	Interest	07/01/2024	06/30/2025	ROYAL BANK OF	FNMA NOTES			55,500.00	**55,500.00**
40523	COMM	3136G4XZ1	Interest	07/01/2024	06/30/2025	ROYAL BANK OF	FNMA NOTES			18,500.00	**18,500.00**
41016	COMM	912828ZW3	Interest	07/01/2024	06/30/2025	MERRILL LYNCH	U.S. TREASURY			31,250.00	**31,250.00**
41062	COMM	912828ZW3	Interest	07/01/2024	06/30/2025	MERRILL LYNCH	U.S. TREASURY			50,000.00	**50,000.00**
41496	COMM	9128287B0	Interest	07/01/2024	06/30/2026	MIZUHO	U.S. TREASURY			234,375.00	**234,375.00**
41716	COMM	3130AQDY6	Interest	07/01/2024	12/30/2024	INCAPITAL LLC	FHLB NOTES			80,200.00	**80,200.00**
42104	COMM	9128287B0	Interest	07/01/2024	06/30/2026	MERRILL LYNCH	U.S. TREASURY			328,125.00	**328,125.00**
42345	COMM	59217GFB0	Interest	07/01/2024	06/30/2027	MERRILL LYNCH	MET LIFE GLOBAL			330,000.00	**330,000.00**
		Totals for COMMINGLED POOL						**41,178,344,162.**	**40,891,770,046.**	**78,184,531.33**	**-208,389,584.16**
		Grand Total						**41,178,344,162.**	**40,891,770,046.**	**78,184,531.33**	**-208,389,584.16**

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

15.07

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

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

Subject: **Application for Exemption from the Required Expenditures for Classroom Teachers' Salaries**

Staff Analysis: Pursuant of Education Code 41372, elementary school districts shall expend during each fiscal year at least 60% of the district's current expense of education for the payment of salaries of classroom teachers. For 2023-24 fiscal year, the District did not meet this requirement; therefore, is requesting from the County Superintendent of Schools an exemption. Per attached MYP for Fiscal Year 2024-25 Adopted Budget, having to meet this requirement would result in a serious hardship to the District. This is a growing problem for many districts in the State as this law predates the programs placed by LCFF to spend more on supplemental thus making it difficult for districts to meet this requirement. As reported by School Services of CA, Inc., over 50% of elementary school districts in the State did not meet this requirement in fiscal year 2021-22.

Recommendation: Staff recommends that the Board of Trustees approve the application for exemption from the required expenditures for classroom teachers' salaries.

Approved by: Teresa DeCelles Title: Assistant Superintendent, Business Services

To the Board of Trustees:

Recommend Approval

15.07
Agenda Placement

Meeting: September 12, 2024
Regular Board Meeting

Emmanuel Barbara, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

California Department of Education
Sample Form (Rev 11/2007)

Application for Exemption from the Required Expenditures for Classroom Teachers' Salaries

Pursuant to Education Code Section 41372

To: County Superintendent of Schools

For 2023-24 fiscal year, the Alum Rock Union Elementary School District did not spend the minimum percentage of its budget on classroom teacher salaries as required by *EC* Section 41372. We are requesting an exemption from this requirement as provided by law.

Reason for request (Check one):

__X__ Serious hardship to the school district
(Please attach a written explanation, the district's latest interim report, and a multiyear projection for the current and two subsequent fiscal years that reflects the financial impact of meeting the requirement of *EC* 41372.)

_____ Payment of classroom teacher salaries that are in excess of those paid by other comparable school districts
(Please attach a classroom teacher salary & benefits comparison for at least three other comparable school districts. The comparison should include annual classroom teacher salaries paid at the beginning, average, and maximum salary levels plus the average annual employer contributions for health & welfare benefits.)

_____ Deficiency is less than $1,000.00 (exemption is automatically approved)

A. Deficiency Amount

(Source: Form CEA)

1. Enter the minimum percentage for your district type. (60% Elementary/ 50% High School/ 55% Unified)	60.00 %
2. Enter the percentage spent by your district.	58.14 %
3. Percentage below the minimum. (Line 1 minus line 2)	1.86 %
4. Enter the district's current expense of education (Form CEA)	$137,166,019.40
5. Deficiency Amount. (Line 3 times line 4)	$ 2,551,287.96

B. Certification of the School District Governing Board

It is hereby certified that the information contained in this application is true and correct.

_____	Board President
Signature of Authorized Official	Title
_____	_____
Print Name of Authorized Official	Date

C. Decision of the County Superintendent of Schools

(Completed by the County Superintendent of Schools or Designee)

Based on my review of the information contained with this application, I have taken the following action with respect to the school district named on this application (Check one):

_____ I am granting the request for exemption from the requirements of *Education Code* Section 41372.

_____ I am granting a partial exemption from the requirements of *Education Code* Section 41372. The amount not exempted is $_____ (A written explanation of the reason(s) for approving a partial exemption is attached.)

_____ I am denying the request for exemption from the requirements of *Education Code* Section 41372. (A written explanation of the reason(s) for denying the exemption is attached.)

It is hereby certified that the information contained in this application has been reviewed and is true and correct.

_____	_____ / _____
Signature of County Superintendent	County Office/Date
_____	_____ / _____
Signature of Authorized Designee	Title of Authorized Designee/Date

PART I - CURRENT EXPENSE FORMULA	Total Expense for Year (1)	EDP No.	Reductions (See Note 1) (2)	EDP No.	Current Expense of Education (Col 1 - Col 2) (3)	EDP No.	Reductions (Extracted) (See Note 2) (4a)	Reductions (Overrides)* (See Note 2) (4b)	EDP No.	Current Expense-Part II (Col 3 - Col 4) (5)	EDP No.
1000 - Certificated Salaries	66,018,251.64	301	0.00	303	66,018,251.64	305	557,517.68	4,966,337.99	307	61,051,913.65	309
2000 - Classified Salaries	23,494,222.01	311	29,346.36	313	23,464,875.65	315	2,840,386.23	7,008,022.91	317	16,456,852.74	319
3000 - Employee Benefits	42,253,525.05	321	4,663.55	323	42,248,861.50	325	1,715,679.66	5,807,908.61	327	36,440,952.89	329
4000 - Books, Supplies Equip Replace. (6500)	5,606,031.49	331	165,341.51	333	5,440,689.98	335	1,112,522.27	1,376,449.79	337	4,064,240.19	339
5000 - Services. . . & 7300 - Indirect Costs	32,119,483.27	341	3,533.89	343	32,115,949.38	345	3,714,332.34	12,963,889.45	347	19,152,059.93	349
		TOTAL			169,288,628.15	365			TOTAL	137,166,019.40	369

Note 1 - In Column 2, report expenditures for the following programs: Nonagency (Goals 7100-7199), Community Services (Goal 8100), Food Services (Function 3700), Fringe Benefits for Retired Persons (Objects 3701-3702), and Facilities Acquisition & Construction (Function 8500).

Note 2 - In Column 4, report expenditures for: Transportation (Function 3600), Lottery Expenditures (Resource 1100), Special Education Students in Nonpublic Schools (Function 1180), and other federal or state categorical aid in which funds were granted for expenditures in a program not incurring any teacher salary expenditures or requiring disbursement of the funds without regard to the requirements of EC Section 41372.

* If an amount (even zero) is entered in any row of Column 4b or in Line 13b, the form uses only the values in Column 4b and Line 13b rather than the values in Column 4a and Line 13a.

PART II: MINIMUM CLASSROOM COMPENSATION (Instruction, Functions 1000-1999)	Object		EDP No.
1. Teacher Salaries as Per EC 41011.	1100	50,747,674.46	375
2. Salaries of Instructional Aides Per EC 41011.	2100	3,635,878.20	380
3. STRS.	3101 & 3102	13,008,636.66	382
4. PERS.	3201 & 3202	1,576,549.45	383
5. OASDI - Regular, Medicare and Alternative.	3301 & 3302	1,172,529.00	384
6. Health & Welfare Benefits (EC 41372) (Include Health, Dental, Vision, Pharmaceutical, and Annuity Plans).	3401 & 3402	7,927,663.62	385
7. Unemployment Insurance.	3501 & 3502	26,703.23	390
8. Workers' Compensation Insurance.	3601 & 3602	1,659,325.16	392
9. OPEB, Active Employees (EC 41372).	3751 & 3752	0.00	
10. Other Benefits (EC 22310).	3901 & 3902	0.00	393
11. SUBTOTAL Salaries and Benefits (Sum Lines 1 - 10).		79,754,959.78	395
12. Less: Teacher and Instructional Aide Salaries and Benefits deducted in Column 2.		0.00	
13a. Less: Teacher and Instructional Aide Salaries and Benefits (other than Lottery) deducted in Column 4a (Extracted).		12,224.15	396
b. Less: Teacher and Instructional Aide Salaries and Benefits (other than Lottery) deducted in Column 4b (Overrides)*		0.00	396
14. TOTAL SALARIES AND BENEFITS.		79,754,959.78	397
15. Percent of Current Cost of Education Expended for Classroom Compensation (EDP 397 divided by EDP 369) Line 15 must equal or exceed 60% for elementary, 55% for unified and 50% for high school districts to avoid penalty under provisions of EC 41372.		58.14%	
16. District is exempt from EC 41372 because it meets the provisions of EC 41374. (If exempt, enter 'X')			

PART III: DEFICIENCY AMOUNT

A deficiency amount (Line 5) is only applicable to districts not meeting the minimum classroom compensation percentage required under EC 41372 and not exempt under the provisions of EC 41374.

1. Minimum percentage required (60% elementary, 55% unified, 50% high)	60.00%	
2. Percentage spent by this district (Part II, Line 15)	58.14%	
3. Percentage below the minimum (Part III, Line 1 minus Line 2)	1.86%	
4. District's Current Expense of Education after reductions in columns 4a or 4b (Part I, EDP 369).	137,166,019.40	
5. Deficiency Amount (Part III, Line 3 times Line 4)	2,551,287.96	

PART IV: Explanation for adjustments entered in Part I, Column 4b (required)

For column 4b, we reduced amounts for the following resources: 2600, 3213, 3218, 4127, 5634, 6762, 7422 and 9010 (prgs 2111, 2158, 3223, 9111 and 9112) that had not already been deducted based on the criteria in column 4a.

Current Expense of Education Requirement

Included in the calculation:

Salaries and benefits of teachers and paraprofessionals paid out of the General Fund divided by total General Fund expenditures

The calculation is a legal requirement (EC § 41372) used to determine the percentage of expenditures for the direct classroom cost of teaching students



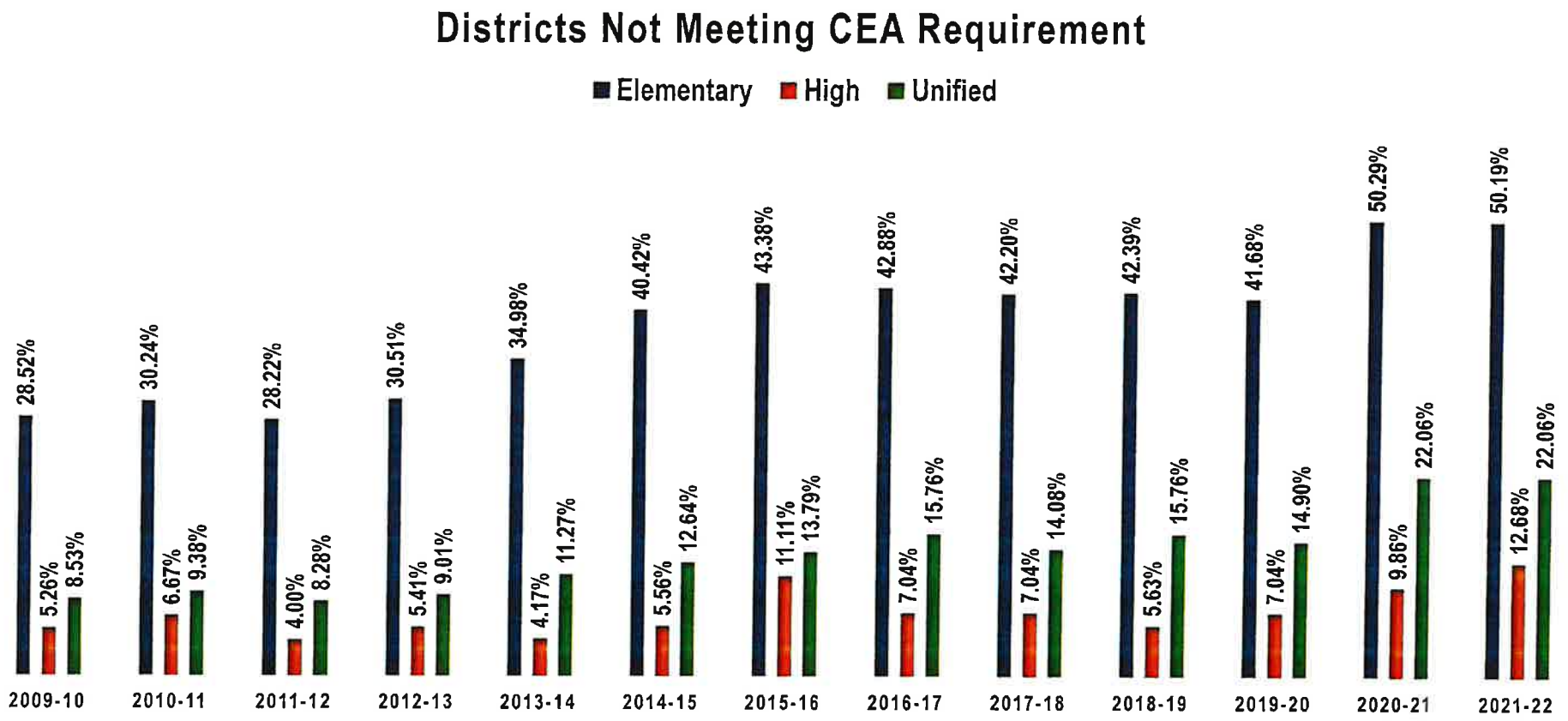
Unrestricted revenues for LCFF and initiatives to support students beyond classroom instruction have made it difficult for districts to meet the requirements

Required percentages:

- Elementary District: 60%
- High School District: 50%
- Unified District: 55%

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Are Districts Able to Meet the CEA Requirement?



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What Happens if You Fail to Meet CEA?

File an Exemption with COE

Demonstrate serious financial hardship	Demonstrate teacher salaries are comparable	Additional exemptions apply such as: • Exemption automatically approved if the deficit is less than $1,000 • Districts that maintain class sizes below 28 pupils for K-8 and 25 pupils for 9-12

Funds equal to the amount of the deficit are withheld by COE until a determination of the application

Determination by COE

If exemption is approved, funds are released	If exemption is denied, district must spend the deficit amount on teacher salaries the following year

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Description	Object Codes	2024-25 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2025-26 Projection (C)	% Change (Cols. E-C/C) (D)	2026-27 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFF/Revenue Limit Sources	8010-8099	108,593,371.00	-2.51%	105,868,802.00	1.78%	107,755,508.00
2. Federal Revenues	8100-8299	0.00	0.00%		0.00%	
3. Other State Revenues	8300-8599	1,919,751.00	-2.58%	1,870,138.00	-2.34%	1,826,340.00
4. Other Local Revenues	8600-8799	8,091,013.00	-0.97%	8,012,821.00	2.33%	8,199,704.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%		0.00%	
b. Other Sources	8930-8979	0.00	0.00%		0.00%	
c. Contributions	8980-8999	(37,011,027.61)	-0.38%	(36,870,165.00)	1.24%	(37,328,440.00)
6. Total (Sum lines A1 thru A5c)		81,593,107.39	-3.32%	78,881,596.00	1.99%	80,453,112.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				48,889,385.17		46,810,361.27
b. Step & Column Adjustment				733,340.80		702,155.42
c. Cost-of-Living Adjustment						
d. Other Adjustments				(2,812,364.70)		(1,639,225.00)
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	48,889,385.17	-4.25%	46,810,361.27	-2.00%	45,873,291.69
2. Classified Salaries						
a. Base Salaries				15,390,823.67		11,587,986.74
b. Step & Column Adjustment				307,816.47		231,759.73
c. Cost-of-Living Adjustment						
d. Other Adjustments				(4,110,653.40)		0.00
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	15,390,823.67	-24.71%	11,587,986.74	2.00%	11,819,746.47
3. Employee Benefits	3000-3999	27,577,103.46	-13.05%	23,977,862.00	-1.07%	23,720,528.00
4. Books and Supplies	4000-4999	2,433,054.50	-20.55%	1,933,055.00	0.00%	1,933,055.00
5. Services and Other Operating Expenditures	5000-5999	11,730,268.55	-16.11%	9,840,661.00	0.00%	9,840,661.00
6. Capital Outlay	6000-6999	0.00	0.00%		0.00%	
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	30,000.00	0.00%	30,000.00	0.00%	30,000.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(4,892,982.86)	-9.57%	(4,424,769.00)	0.86%	(4,462,874.00)
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%		0.00%	
b. Other Uses	7630-7699	0.00	0.00%		0.00%	
10. Other Adjustments (Explain in Section F below)						
11. Total (Sum lines B1 thru B10)		101,157,652.49	-11.27%	89,755,157.01	-1.11%	88,754,408.16

Description	Object Codes	2024-25 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2025-26 Projection (C)	% Change (Cols. E-C/C) (D)	2026-27 Projection (E)
C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)		(19,564,545.10)		(10,873,561.01)		(8,301,296.16)
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 01, line F1e)		47,681,687.10		28,117,142.00		17,243,580.99
2. Ending Fund Balance (Sum lines C and D1)		28,117,142.00		17,243,580.99		8,942,284.83
3. Components of Ending Fund Balance						
a. Nonspendable	9710-9719	20,000.00		20,000.00		20,000.00
b. Restricted	9740					
c. Committed						
1. Stabilization Arrangements	9750	0.00				
2. Other Commitments	9760	0.00				
d. Assigned	9780	0.00				
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	5,029,523.00		4,658,406.00		4,624,947.00
2. Unassigned/Unappropriated	9790	23,067,619.00		12,565,174.99		4,297,337.83
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		28,117,142.00		17,243,580.99		8,942,284.83
E. AVAILABLE RESERVES						
1. General Fund						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	5,029,523.00		4,658,406.00		4,624,947.00
c. Unassigned/Unappropriated	9790	23,067,619.00		12,565,174.99		4,297,337.83
(Enter reserve projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted.)						
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated	9790					
3. Total Available Reserves (Sum lines E1a thru E2c)		28,097,142.00		17,223,580.99		8,922,284.83

F. ASSUMPTIONS

Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.

2025-26: B1d: This decrease is due to a reduction in certificated staff due to projected school consolidations. 2025-26: B2d: This decrease is due to a reduction in classified staff due to projected school consolidations. 2026-27: B1d: This decrease is due to a reduction of 19 teacher FTE. 2025-26 and 2026-27 B1d, B2d, B10: Step and column adjustments are the usual 1.5% increase for certificated staff and 2% increase for classified staff.

Description	Object Codes	2024-25 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2025-26 Projection (C)	% Change (Cols. E-C/C) (D)	2026-27 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFF/Revenue Limit Sources	8010-8099	0.00	0.00%	0.00	0.00%	0.00
2. Federal Revenues	8100-8299	5,461,380.00	-1.89%	5,358,078.00	-1.87%	5,257,785.00
3. Other State Revenues	8300-8599	23,062,770.26	-2.07%	22,584,435.00	-2.06%	22,120,032.00
4. Other Local Revenues	8600-8799	957,939.00	-25.64%	712,353.00	-1.14%	704,237.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%		0.00%	
b. Other Sources	8930-8979	0.00	0.00%		0.00%	
c. Contributions	8980-8999	37,011,027.61	-0.38%	36,870,165.00	1.24%	37,328,440.00
6. Total (Sum lines A1 thru A5c)		66,493,116.87	-1.46%	65,525,031.00	-0.17%	65,410,494.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				14,945,650.68		15,169,835.47
b. Step & Column Adjustment				224,184.79		227,547.54
c. Cost-of-Living Adjustment						
d. Other Adjustments				0.00		0.00
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	14,945,650.68	1.50%	15,169,835.47	1.50%	15,397,383.01
2. Classified Salaries						
a. Base Salaries				8,781,502.94		8,609,053.53
b. Step & Column Adjustment				173,930.07		171,180.46
c. Cost-of-Living Adjustment						
d. Other Adjustments				(346,379.48)		0.00
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	8,781,502.94	-1.96%	8,609,053.53	1.99%	8,780,233.99
3. Employee Benefits	3000-3999	16,503,511.79	-0.44%	16,431,664.00	1.17%	16,623,594.00
4. Books and Supplies	4000-4999	2,914,794.73	55.47%	4,531,562.00	-4.47%	4,328,911.00
5. Services and Other Operating Expenditures	5000-5999	16,870,256.64	-12.43%	14,773,730.00	-3.66%	14,233,081.00
6. Capital Outlay	6000-6999	0.00	0.00%		0.00%	
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	1,940,239.00	0.00%	1,940,239.00	0.00%	1,940,239.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	4,537,161.09	-10.32%	4,068,947.00	0.94%	4,107,052.00
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%		0.00%	
b. Other Uses	7630-7699	0.00	0.00%		0.00%	
10. Other Adjustments (Explain in Section F below)						
11. Total (Sum lines B1 thru B10)		66,493,116.87	-1.46%	65,525,031.00	-0.17%	65,410,494.00
C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)		0.00		0.00		0.00

Description	Object Codes	2024-25 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2025-26 Projection (C)	% Change (Cols. E-C/C) (D)	2026-27 Projection (E)
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 01, line F1e)		(.39)		(.39)		(.39)
2. Ending Fund Balance (Sum lines C and D1)		(.39)		(.39)		(.39)
3. Components of Ending Fund Balance						
a. Nonspendable	9710-9719	0.00				
b. Restricted	9740	0.00				
c. Committed						
1. Stabilization Arrangements	9750					
2. Other Commitments	9760					
d. Assigned	9780					
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789					
2. Unassigned/Unappropriated	9790	(.39)		(.39)		(.39)
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		(.39)		(.39)		(.39)
E. AVAILABLE RESERVES						
1. General Fund						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated	9790					
(Enter reserve projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted.)						
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated	9790					
3. Total Available Reserves (Sum lines E1a thru E2c)						

F. ASSUMPTIONS

Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.

2025-26: B2d: This decrease is due to a reduction in classified staff due to projected school consolidations. 2025-26 and 2026-27 B1d, B2d, B10: Step and column adjustments are the usual 1.5% increase for certificated staff and 2% increase for classified staff.

Description	Object Codes	2024-25 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2025-26 Projection (C)	% Change (Cols. E-C/C) (D)	2026-27 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFF/Revenue Limit Sources	8010-8099	108,593,371.00	-2.51%	105,868,802.00	1.78%	107,755,508.00
2. Federal Revenues	8100-8299	5,461,380.00	-1.89%	5,358,078.00	-1.87%	5,257,785.00
3. Other State Revenues	8300-8599	24,982,521.26	-2.11%	24,454,573.00	-2.08%	23,946,372.00
4. Other Local Revenues	8600-8799	9,048,952.00	-3.58%	8,725,174.00	2.05%	8,903,941.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%	0.00	0.00%	0.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	0.00	0.00%	0.00	0.00%	0.00
6. Total (Sum lines A1 thru A5c)		148,086,224.26	-2.48%	144,406,627.00	1.01%	145,863,606.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				63,835,035.85		61,980,196.74
b. Step & Column Adjustment				957,525.59		929,702.96
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				(2,812,364.70)		(1,639,225.00)
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	63,835,035.85	-2.91%	61,980,196.74	-1.14%	61,270,674.70
2. Classified Salaries						
a. Base Salaries				24,172,326.61		20,197,040.27
b. Step & Column Adjustment				481,746.54		402,940.19
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				(4,457,032.88)		0.00
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	24,172,326.61	-16.45%	20,197,040.27	2.00%	20,599,980.46
3. Employee Benefits	3000-3999	44,080,615.25	-8.33%	40,409,526.00	-0.16%	40,344,122.00
4. Books and Supplies	4000-4999	5,347,849.23	20.88%	6,464,617.00	-3.13%	6,261,966.00
5. Services and Other Operating Expenditures	5000-5999	28,600,525.19	-13.94%	24,614,391.00	-2.20%	24,073,742.00
6. Capital Outlay	6000-6999	0.00	0.00%	0.00	0.00%	0.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	1,970,239.00	0.00%	1,970,239.00	0.00%	1,970,239.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(355,821.77)	0.00%	(355,822.00)	0.00%	(355,822.00)
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%	0.00	0.00%	0.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments				0.00		0.00
11. Total (Sum lines B1 thru B10)		167,650,769.36	-7.38%	155,280,188.01	-0.72%	154,164,902.16
C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)		(19,564,545.10)		(10,873,561.01)		(8,301,296.16)

Description	Object Codes	2024-25 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2025-26 Projection (C)	% Change (Cols. E-C/C) (D)	2026-27 Projection (E)
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 01, line F1e)		47,681,686.71		28,117,141.61		17,243,580.60
2. Ending Fund Balance (Sum lines C and D1)		28,117,141.61		17,243,580.60		8,942,284.44
3. Components of Ending Fund Balance						
a. Nonspendable	9710-9719	20,000.00		20,000.00		20,000.00
b. Restricted	9740	0.00		0.00		0.00
c. Committed						
1. Stabilization Arrangements	9750	0.00		0.00		0.00
2. Other Commitments	9760	0.00		0.00		0.00
d. Assigned	9780	0.00		0.00		0.00
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	5,029,523.00		4,658,406.00		4,624,947.00
2. Unassigned/Unappropriated	9790	23,067,618.61		12,565,174.60		4,297,337.44
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		28,117,141.61		17,243,580.60		8,942,284.44
E. AVAILABLE RESERVES						
1. General Fund						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	5,029,523.00		4,658,406.00		4,624,947.00
c. Unassigned/Unappropriated	9790	23,067,619.00		12,565,174.99		4,297,337.83
d. Negative Restricted Ending Balances (Negative resources 2000-9999)	979Z	(.39)		(.39)		(.39)
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	0.00		0.00		0.00
c. Unassigned/Unappropriated	9790	0.00		0.00		0.00
3. Total Available Reserves - by Amount (Sum lines E1a thru E2c)		28,097,141.61		17,223,580.60		8,922,284.44
4. Total Available Reserves - by Percent (Line E3 divided by Line F3c)		16.76%		11.09%		5.79%
F. RECOMMENDED RESERVES						
1. Special Education Pass-through Exclusions						
For districts that serve as the administrative unit (AU) of a special education local plan area (SELPA):						
a. Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members?	Yes					

Description	Object Codes	2024-25 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2025-26 Projection (C)	% Change (Cols. E-C/C) (D)	2026-27 Projection (E)
b. If you are the SELPA AU and are excluding special education pass-through funds:						
1. Enter the name(s) of the SELPA(s):						
SouthEast SELPA						
2. Special education pass-through funds (Column A: Fund 10, resources 3300-3499, 6500-6540 and 6546, objects 7211-7213 and 7221-7223; enter projections for subsequent years 1 and 2 in Columns C and E)		0.00				
2. District ADA						
Used to determine the reserve standard percentage level on line F3d (Col. A: Form A, Estimated P-2 ADA column, Lines A4 and C4; enter projections)		6,646.94		6,750.65		6,678.96
3. Calculating the Reserves						
a. Expenditures and Other Financing Uses (Line B11)		167,650,769.36		155,280,188.01		154,164,902.16
b. Plus: Special Education Pass-through Funds (Line F1b2, if Line F1a is No)		0.00		0.00		0.00
c. Total Expenditures and Other Financing Uses (Line F3a plus line F3b)		167,650,769.36		155,280,188.01		154,164,902.16
d. Reserve Standard Percentage Level (Refer to Form 01CS, Criterion 10 for calculation details)		3.00%		3.00%		3.00%
e. Reserve Standard - By Percent (Line F3c times F3d)		5,029,523.08		4,658,405.64		4,624,947.06
f. Reserve Standard - By Amount (Refer to Form 01CS, Criterion 10 for calculation details)		0.00		0.00		0.00
g. Reserve Standard (Greater of Line F3e or F3f)		5,029,523.08		4,658,405.64		4,624,947.06
h. Available Reserves (Line E3) Meet Reserve Standard (Line F3g)		YES		YES		YES

15.08

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

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

Subject: **Resolution No. 11-24/25**
Hispanic Heritage Month
September 15 - October 15, 2024

Staff Analysis: Latino contributions to the growth and development of the United States have been many. As this nation looks forward to the 21st century, Latinos will continue to play a major role in meeting the opportunities and challenges ahead. Hispanic Heritage Month celebrates the Latino contribution. It also lets us recognize America's cultural diversity – and the contributions of all of its citizens. Seventy-eight percent of the students in the Alum Rock Union School District are of Hispanic origin; therefore, the Board is encouraged to proclaim September 15th – October 15th *Hispanic Heritage Month.* Educational communities are encouraged to commemorate this time with appropriate instructional activities.

Recommendation: Staff recommends approval of Resolution No. 11-24/25, Hispanic Heritage Month, as submitted.

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

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

To the Board of Trustees: Meeting: **September 12, 2024**
Regular Board Meeting

Information Only

15.08
Agenda Placement

Emmanuel Barbara, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Resolution No. 11 24/25
HISPANIC HERITAGE MONTH
SEPTEMBER 15-OCTOBER 15, 2024

WHEREAS, more than one in eight people in the United States are of Hispanic origin; and

WHEREAS, 44.2% of the population in the West Region of the United States is of Hispanic origin: and

WHEREAS, 78 % of the students in the Alum Rock Union School District are of Hispanic origin

WHEREAS, the contributions of the Hispanics in the development and success of America are woven into almost every segment of the nation's history, and to envision America untouched by Latinos is to imagine a country without much of the folklore and many of its achievements; and

WHEREAS, recognizing that America's cultural diversity-and the contributions of all its citizens-has made America's fabric strong throughout its history; and

WHEREAS, Hispanics have always played major roles in building this country and making it a better place;

NOW, THEREFORE, BE IT RESOLVED, that the Alum Rock Union School District joins with all other educational agencies, governmental bodies, and community organizations in proclaiming and designating September 15 to October 15, 2024, *Hispanic Heritage Month,* and encourages all educational communities to observe this month with appropriate instructional activities.

PASSED AND ADOPTED this 12th day of September, 2024, at a regular meeting by the following vote:

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 September 12, 2024.

_____ _____

Emmanuel Barbara, Interim Superintendent Date

15.09

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

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

Subject: **Resolution No. 10-24/25**
Digital Citizenship Week
October 21 – 25, 2024

Staff Analysis: The Week of October 21 through 25, 2024, has been designated as "Digital Citizenship Week," to directly support the utmost important safety in students' lives as they engage in their progressive twenty-first century learning in Alum Rock.

Recommendation: Staff recommends approval of Resolution No. 10-24/25, Digital Citizenship Week, as submitted.

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

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

To the Board of Trustees:

Recommend Approval

15.09
Agenda Placement

Meeting: September 12, 2024
Regular Board Meeting

Emmanuel Barbara, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: Seconded by:

Approved: _____ Not Approved: _____ Tabled: _____

Resolution No. 10-24/25
PROCLAIMING OCTOBER 21-25, 2024
"DIGITAL CITIZENSHIP WEEK"

WHEREAS, the California Department of Education encourages recognition of the week October 21-25, 2024 as Digital Citizenship Week: and

WHEREAS, the Alum Rock Union School District serves approximately 7,500 students, and approximately 600 teachers; and

WHEREAS, the Alum Rock Union School District continuously advances integrated technology for teaching and learning; and

WHEREAS, research has determined that all students need digital citizenship skills to participate fully in their communities and make smart choices online and in life; and

WHEREAS, Common Sense is the nation's leading nonprofit organization dedicated to improving the lives of all kids and families by providing the trustworthy information, education, and independent voice they need to thrive in the 21st century; and

WHEREAS, Alum Rock Educational Technology Teacher leaders have organized Common Sense resources, for monthly lessons for all grade levels to intentionally strengthen and develop internet safety for all Alum Rock students and Staff;

NOW, THEREFORE, BE IT RESOLVED that the week of October 21-25th, 2024, be proclaimed the "Digital Citizenship Week," to directly support the utmost important safety in students' lives as they engage in their progressive twenty-first century education in Alum Rock.

PASSED AND ADOPTED this 12th day of September, 2024, by the Board of Trustees of the Alum Rock Union School District, County of Santa Clara, State of California.

Ayes_____ Noes_____ Absent_____ Abstain_____

Board of Trustees:

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 September 12, 2024.

_____ _____

Emmanuel Barbara, Interim Superintendent Date

15.10

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

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

Subject: **Resolution No. 09-24/25**
Week of the School Administrator
October 13-19, 2024

Staff Analysis: The week of October 13 through October 19, 2024, has been designated as the "Week of the School Administrator" to commend the administrators of California public schools for their support and contributions to the quality of public education in this state.

Recommendation: Staff recommends approval of Resolution No.09-24/25, Week of the School Administrator, as submitted.

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

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

To the Board of Trustees:

Recommend Approval

15.10
Agenda Placement

Meeting: September 12, 2024
Regular Board Meeting

Emmanuel Barbara, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: Seconded by:

Approved: _____ Not Approved: _____ Tabled: _____

Resolution No. 9-24/25
PROCLAIMING OCTOBER 13-19, AS THE
"WEEK OF THE SCHOOL ADMINISTRATOR"

WHEREAS, the week of October 13 through October 19, 2024, has been designated as the "Week of the School Administrator," and

WHEREAS, approximately 15,000 certificated and classified school administrators work in California's public schools; and

WHEREAS, nearly sixty percent (60%) of these administrators are principals, and vice principals providing direct support for the educational programs at school sites; and

WHEREAS, research has determined that one of the main attributes of effective schools is the competent leadership of principals; and

WHEREAS, other certificated and classified administrators provide leadership and support for the educational program by developing and implementing the curriculum, recruiting, training, supporting teachers and parents, planning and mainstreaming school facilities, and providing transportation, nutrition, and social service programs to pupils and their families; and

WHEREAS, a school's administrative team includes confidential employees who perform and assist in the performance of many critical functions;

NOW, THEREFORE, BE IT RESOLVED, that the week of October 13-19, 2024, be proclaimed the "Week of the School Administrator", in honor of the many outstanding administrative teams in California's public-school districts; and

PASSED AND ADOPTED this 12th day of September, 2024, by the Board of Trustees of the Alum Rock Union School District, County of Santa Clara, State of California.

Ayes_____ Noes_____ Absent_____ Abstain_____

Board of Trustees:

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 September 12, 2024.

_____ _____

Emmanuel Barbara, Interim Superintendent Date

15.11

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

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

Subject: **Resolution No. 08-24/25**
Creating a College Culture

Staff Analysis: Creating a college-bound culture in our district provides a framework for staff, parents, and the community to engage in collaboration to prepare all students to attend college and/or university. Through a variety of activities for students and their families, Alum Rock schools promote a college-going culture in order to celebrate, inspire, and promote college aspirations for all.

Recommendation: Staff recommends approval of Resolution No. 08-24/25, Creating a College Culture, as submitted.

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

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

To the Board of Trustees: Meeting: **September 12, 2024**
Regular Board Meeting

Information Only

15.11
Agenda Placement

Emmanuel Barbara, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Resolution No. 08-24/25
CREATING A COLLEGE CULTURE IN THE ALUM ROCK SCHOOL DISTRICT
OCTOBER 2024

WHEREAS, the mission of the Alum Rock Union School District states: We believe that all students can learn, all students can succeed. We recognize and value the diversity of our student population. We believe that diversity enhances students' ability and opportunity to learn. In order to achieve this mission, we have a single goal: to increase the academic achievement of our students.

WHEREAS, according to the Alum Rock Union School District Board of Trustees, the parent and community goal for 2024-2025 is to focus on the development and strengthening of a system for increasing parent support of District schools and involvement in student learning; and

WHEREAS, the demand for educated workers will rise by 2025, with two out of five jobs requiring a college degree; and

WHEREAS, a Bachelor's Degree provides young people with a lifetime income gain of approximately $1,000,000 and college graduates are 50% more likely to vote; and

WHEREAS, we believe every child should have a dream for college or post-secondary education; and

WHEREAS, when adults share their belief that everyone can go to college and talk with young people about their education, they inspire young people to design their own pathway to college and demystify college for children and youth;

BE IT FURTHER RESOLVED, that the Alum Rock Union School District encourages every educator and every staff member to inspire and encourage students to believe that they can go to college by creating a college culture and engage in college and career lessons and events with their students.

PASSED AND ADOPTED this 12th day of September, 2024, by the Board of Trustees of the Alum Rock Union School District, County of Santa Clara, State of California.

Ayes_____ Noes_____ Absent_____ Abstain_____

Board of Trustees:

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 September 12, 2024.

_____ _____

Emmanuel Barbara, Interim Superintendent Date

15.12

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

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

Subject: **Resolution No. 15-24/25, Regarding Sufficiency or Insufficiency of Instructional Materials**

Staff Analysis: Education Code Section 60119 requires that the Governing Board adopt a resolution determining that every student is provided with sufficient textbooks and instructional materials aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks. Staff evaluation of all sites has determined that this is the case.

Recommendation: Staff recommends approval of Resolution No. 15-24/25, Sufficiency of Instructional Materials as presented.

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

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

To the Board of Trustees: Meeting: **September 12, 2024**
Regular Board Meeting

Recommend Approval

15.12
Agenda Placement

Emmanuel Barbara, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

RESOLUTION No. 15-24/25
REGARDING SUFFICIENCY OR INSUFFICIENCY OF INSTRUCTIONAL MATERIALS

WHEREAS, the Governing Board of Alum Rock Union School District, in order to comply with the requirements of *Education Code Section 60119* held a public hearing September 12, 2024 at 5:30 p.m., which is on or before the eighth week of school (between the first day that students attend school and the eighth week from that day) and which did not take place during or immediately following school hours, and;

WHEREAS, the Governing Board provided at least 10 days notice of the public hearing posted in at least three public places within the district that stated the time, place, and purpose of the hearing, and;

WHEREAS, the Governing Board encouraged participation by parents/guardians, teachers, members of the community, and bargaining unit leaders in the public hearing, and;

FOR A FINDING OF SUFFICIENT INSTRUCTIONAL MATERIALS:

WHEREAS, information provided at the public hearing and to the governing board at the public meeting detailed the extent to which textbooks and instructional materials were provided to all students, including English learners, in the Alum Rock Union School District, and;

WHEREAS, the definition of "sufficient textbooks or instructional materials" means that each student, including English learners, has a textbook or instructional materials, or both, to use in class and take home, and;

WHEREAS, between 2008-2009 through **2024-2025** fiscal years, the definition of "sufficient textbooks or instructional materials" also means that all students who are enrolled in the same course within the Alum Rock Union School District, have standards-aligned textbooks or instructional materials from the same adoption cycle, and;

WHEREAS, sufficient textbooks and instructional materials were provided to each student, including English learners that **are aligned to the academic content standards** and consistent with the cycles and content of the curriculum frameworks **in the following subjects:**

- Mathematics – **(See attached list of adopted textbooks or instructional materials for this subject for each grade level or school)**
- Science – **(See attached list of adopted textbooks or instructional materials for this subject for each grade level or school)**
- History – Social Science – **(See attached list of adopted textbooks or instructional materials for this subject for each grade level or school)**
- English/language arts, including the English language development component of an adopted program – **(See attached list of adopted textbooks or instructional materials for this subject for each grade level or school)**

THEREFORE, IT IS RESOLVED that for the **2024-2025** school year, the Alum Rock Union School District has provided each student with sufficient textbooks and instructional materials aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks.

PASSED AND ADOPTED this 14th day of September 2024, by the Board of Trustees of the Alum Rock Union School District, County of Santa Clara, State of California.

Ayes _____ Noes _____ Absent _____ Abstain _____

Board of Trustees:

Linda Chavez, President _____

Andres Quintero, Vice President _____

Minh Pham, Board 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 School District at a public meeting of said Board held on September 14, 2023.

_____ _____
Interim Superintendent Date

	Tier 1 ELA	English Language Development	Mathematics	Supplemental ELA and Math	History /Social Science	Science	Handwriting	Digital Citizenship	Career Exploration	Puberty and Comprehensive Sex	Art Integration (TK-5, JGMS)	SEL	Music Classes (Music Teachers only)
TK	Learning Without Tears	Learning Without Tears	Counting Collections	iReady Tools for Instruction iReady Teacher Toolbox	Nearpod	Nearpod	Handwriting without Tears				Art of Education	Kimochis	
K	Heggerty (Phonics and Phonemic Awareness) Benchmark: Advance (Reading and Writing) Benchmark: Adelante (Spanish DLI Schools) Voyager Sopris -Read Well (SAI)	Benchmark: Advance	SAVVAS: enVision 2020 Math	iReady Tools for Instruction iReady Teacher Toolbox	School Specialty Studies Weekly	FOSS: Next Generation	Raz +	Nearpod	Nearpod		Art of Education	Kimochis	
1	Heggerty Benchmark: Advance Benchmark: Adelante. (Spanish DLI Schools) Voyager Sopris -Read Well (SAI)	Benchmark: Advance	SAVVAS: enVision 2020 Math	iReady Tools for Instruction iReady Teacher Toolbox	School Specialty Studies Weekly	FOSS: Next Generation	Raz +	Nearpod	Nearpod		Art of Education	Kimochis	Quaver
2	Heggerty Benchmark: Advance Benchmark: Adelante (Spanish DLI Schools) Voyager Sopris -Read Well (SAI)	Benchmark: Advance	SAVVAS: enVision 2020 Math	iReady Tools for Instruction iReady Teacher Toolbox	School Specialty Studies Weekly	FOSS: Next Generation	Raz +	Nearpod	Nearpod		Art of Education	Kimochis	Quaver
3	Heggerty Benchmark: Advance Benchmark: Adelante (Spanish DLI Schools) Voyager Sopris: Read Well (SAI)	Benchmark: Advance	SAVVAS: enVision 2020 Math	iReady Tools for Instruction iReady Teacher Toolbox	School Specialty Studies Weekly	FOSS: Next Generation	Raz +: Cursive	Nearpod	Nearpod		Art of Education	Kimochis	Quaver
4	Heggerty Benchmark: Advance Benchmark: Adelante (Spanish DLI Schools) Voyager Sopris: Language! (SAI)	Benchmark: Advance	SAVVAS: enVision 2020 Math	iReady Tools for Instruction iReady Teacher Toolbox	School Specialty Studies Weekly	FOSS: Next Generation	Raz +: Cursive	Nearpod	Nearpod		Art of Education	Kimochis	Quaver Standards of Excellence
5	Heggerty Benchmark: Advance Benchmark: Adelante. (Spanish DLI Schools) Voyager Sopris: Language! (SAI)	Benchmark: Advance	SAVVAS: enVision 2020 Math	iReady Tools for Instruction iReady Teacher Toolbox	School Specialty Studies Weekly	FOSS: Next Generation	Raz +: Cursive	Nearpod	Nearpod	Planned Parenthood (approximately 2-45 min sessions)	Art of Education	Kimochis	Quaver Standards of Excellence
6	McGraw Hill-Study Sync Voyager Sopris - Language Live (SAI)	McGraw Hill-Study Sync Houghton Mifflin-English 3D	CPM (College Preparatory Mathematics) Core Connections 1 Voyager Sopris: TransMath (SAI)	iReady Tools for Instruction iReady Teacher Toolbox Open Up Resources and Desmos	TCI History Alive: The Ancient World McGraw Hill-IMPACTO	Accelerate Learning: STEMscopes		Nearpod	Nearpod		Art of Education	Sown 2 Grow	Quaver Standards of Excellence and other Repertoir
7	McGraw Hill-Study Sync Voyager Sopris - Language Live (SAI)	McGraw Hill-Study Sync Houghton Mifflin-English 3D	CPM (College Preparatory Mathematics) Core Connections 2 Voyager Sopris: TransMath (SAI)	iReady Tools for Instruction iReady Teacher Toolbox Open Up Resources and Desmos	TCI History Alive: The Medieval World and Beyond McGraw Hill-IMPACTO	Accelerate Learning: STEMscopes		Nearpod	Nearpod	Planned Parenthood (approximately 3-4 hours)	Art of Education	Sown 2 Grow	Quaver Standards of Excellence and other Repertoir
8	McGraw Hill-Study Sync Voyager Sopris - Language Live	McGraw Hill-Study Sync Houghton Mifflin-English 3D	CPM (College Preparatory Mathematics) Core Connections 3 Advanced Pathway: HS Course 1 Open Up Math (formerly MVP) Voyager Sopris: TransMath (SAI)	iReady Tools for Instruction iReady Teacher Toolbox Open Up Resources and Desmos	TCI History Alive: The United States Through Industrialism McGraw Hill-IMPACTO	Accelerate Learning: STEMscopes		Nearpod	Nearpod		Art of Education	Sown 2 Grow	Quaver Standards of Excellence and other Repertoir

15.13

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: **September 12, 2024**

Subject: **Approval of 2024-25 Unrepresented Salary Schedule-Wellness Center Site Specialist**

Staff Analysis: The position of Wellness Center site Specialist is 100% grant funded and will support our students socio-emotional needs. This updated salary schedule will ensure we are able to staff our Wellness Centers.
The administration is recommending that the Board of Trustees approve the attached 2024-2025 salary schedule.

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

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

To the Board of Trustees: Meeting: September 12, 2024
Regular Board Meeting

Recommend Approval

15.13
Agenda Placement

Emmanuel Barbara, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by:_____ Seconded by:_____

Approved: _____ Not Approved: _____ Tabled:_____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

11 MONTH SALARY SCHEDULE

UNREPRESENTED-Wellness Center Site Specialist (Grant Funded)

Work Days **239** **2024-25**

QSS Range	BU Book Range		01	02	03	04	05	06	07	08
33	17.0	ANN	$ 73,080.00	$ 76,044.96	$ 79,323.12	$ 81,766.08	$ 84,188.16	$ 86,568.48	$ 89,011.44	$ 92,352.24
		MO	$ 6,643.64	$ 6,913.18	$ 7,211.19	$ 7,433.28	$ 7,653.47	$ 7,869.86	$ 8,091.95	$ 8,395.66
		DAY	$ 305.77	$ 318.18	$ 331.90	$ 342.12	$ 352.25	$ 362.21	$ 372.43	$ 386.41
		HRS	$ 38.22	$ 39.77	$ 41.49	$ 42.76	$ 44.03	$ 45.28	$ 46.55	$ 48.30

Earned Masters: $1,925 on base salary

15.14

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: **September 3, 2024**

Subject: **Resolution No. 12-24/25**
Character Education Month
October, 2024

Staff Analysis: The State Superintendent of Public Instruction and the State Board of Education encourage California's local education agencies to promote effective character education programs by taking a proactive and comprehensive approach that encourages responsible, ethical, civic-minded behavior in all phases of school life. Local school boards are encouraged to observe the month of October, 2024, as Character Education Month.

Recommendation: **Staff recommends proclaiming October, 2024, as Character Education Month.**

Submitted by: Annya Artigas, Ed.D. Title: Director, Social Emotional Learning

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

To the Board of Trustees: Meeting: **September 12, 2024**
Regular Board Meeting

Recommend Approval

15.14
Agenda Placement

Emmanuel Barbara, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Doc ID: da4932159d1cedd93c07ae2f8a69f442de1a5d21

Resolution No. 12-24/25
PROCLAIMING OCTOBER, 2024
"CHARACTER EDUCATION MONTH"

WHEREAS, California's State Superintendent of Public Instruction and the State Board of Education believe that all students enrolled in California Public Schools have the right to a comprehensive curriculum that promotes a common core of personal and social values as the basis of good character;

WHEREAS, the State Superintendent of Public Instruction and the State Board of Education believe that America's heritage and laws reflect a common core of personal and social values that holds the citizens of this democracy responsible for acting morally and ethically, being actively involved in school and community, resolving differences peacefully, and respecting the rights, dignity, and property of others;

WHEREAS, the State Superintendent of Public Instruction and the State Board of Education believe that the character of our state is only as strong as the character of each individual citizen;

WHEREAS, although character development is, first and foremost, an obligation of families, the efforts of Faith communities and schools, as well as youth, civic, and human services organizations also play a very significant role by supporting families and otherwise fostering and promoting good character;

WHEREAS, state law calls upon educators to impress upon students the principles of morality, truth, justice, patriotism, and a true comprehension of the rights, duties, and dignity of American citizenship; and the meaning of equality and human dignity, all of which result in awakening students to the moral and ethical virtues that build a fundamental strength of character;

WHEREAS, an effective character education program requires an intentional, proactive, consistent, and comprehensive approach that promotes a common core of personal and social values in all phases of school life, core values that include trustworthiness, respect, responsibility, fairness, caring citizenship, civic virtue, honesty, and personal responsibilities; now, therefore, be it

RESOLVED, the State Superintendent of Public Instruction and the State Board of Education, join in proclaiming and observing the month of October, 2024, as CHARACTER EDUCATION MONTH, and be it further

RESOLVED, the State Superintendent of Public Instruction and the State Board of Education encourage California's local education agencies to promote effective character education programs by taking a proactive and comprehensive approach that encourages responsible, ethical, civic-minded behavior in all phases of school life. Local school boards are encouraged to observe the month of October, 2024, as Character Education Month.

PASSED AND ADOPTED this 12th day of September, 2024, at a regular meeting by the following vote:

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 September 12, 2024.

_____ _____

Emmanuel Barbara, Interim Superintendent Date

15.15

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: September 6, 2024

Subject: **Resolution No. 14-24/25**
Attendance Awareness Month
September 1-30, 2024

Staff Analysis: September is National School Attendance Awareness Month. We commit to focusing on reducing absenteeism and addressing the factors that cause students to miss school in order to ensure all children have an equal opportunity to learn, grow and thrive academically, emotionally, and socially.

Recommendation: Staff recommends the Board of Trustees approval of Resolution 14-24/25, Attendance Awareness Month, as submitted.

Submitted by: Dr. Imee Almazan Title: Director of Student Services

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

To the Board of Trustees:

Information Only

15.15
Agenda Placement

Meeting: **September 12, 2024**
Regular Board Meeting

Emmanuel Barbara, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Resolution No. 14-24/25
ATTENDANCE AWARENESS MONTH IN THE ALUM ROCK SCHOOL DISTRICT
SEPTEMBER 2024

WHEREAS,regular attendance is a crucial component for academic success and we are committed to dedicating our attention to ensuring that all students have access to rich and supportive learning opportunities in all instructional settings, and

WHEREAS, increased awareness of the importance of attendance can lead to improved performance and engagement, and

WHEREAS, students, staff, and families benefit from understanding the direct correlation between attendance and achievement, and

WHEREAS, learning will be promoted consistently. Learning is most meaningful when it is active, social and allows students to apply concepts to real world situations. Attending school regularly helps students in learning that builds proficiency in reading and math that will help them to graduate high school and be prepared for college.

BE IT FURTHER RESOLVED, that the Alum Rock Union School District stands with the nation in recognizing September as "Attendance Awareness Month." We hereby commit to focusing on reducing absenteeism and addressing the factors that cause students to miss school in order to ensure all children have an equal opportunity to learn, grow and thrive academically, emotionally, and socially. We recognize that we must work together to build an engaging school environment that motivates attendance and sends the message that learning can and must continue.

WE WILL:

1. Implement a comprehensive awareness campaign designed to highlight the significance of consistent attendance. This campaign will include educational materials and regular communication to emphasize the positive impacts of attendance on personal and collective goals.
2. Establish a system to monitor attendance patterns and provide feedback to individuals. This system will include periodic reviews and constructive feedback sessions aimed at addressing any attendance issues and providing support where needed.
3. Create support systems to assist individuals facing challenges related to attendance. It may include counseling services and other resources designed to address barriers to regular attendance.
4. Recognize and reward students who demonstrate exemplary and improved attendance. This recognition may take the form of awards, certificates, or other incentives that acknowledge and encourage consistent attendance.
5. Regularly review the effectiveness of the attendance awareness initiatives and make necessary adjustments to improve their impact. This review process will involve gathering feedback from participants and analyzing attendance data to ensure ongoing effectiveness.

PASSED AND ADOPTED this 12th day of September, 2024, by the Board of Trustees of the Alum Rock Union School District, County of Santa Clara, State of California.

Ayes_____ Noes_____ Absent_____ Abstain_____

Board of Trustees:

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 September 12, 2024.

_____ _____

Emmanuel Barbara, Interim Superintendent Date

15.16

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: **September 12, 2024**

Subject: **Approve/Ratify Notices of Employment and Changes of Status/Sept 12, 2024**

Staff Analysis: This item includes recommendations such as new hires, leaves of absence, or other changes in employee status.

Recommendation: Staff recommends the Board of Trustees approval of the hiring of any new employee, and any change of status for existing employees.

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

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

To the Board of Trustees:

Meeting: September 12, 2024
Regular Board Meeting

Recommend Approval

15.16
Agenda Placement

Emmanuel Barbara, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by:_____ Seconded by:_____

Approved:_____ Not Approved:_____ Tabled:_____

CLASSIFIED PERSONNEL – September 12, 2024

CLASSIFIED OFFERS OF EMPLOYMENT:

I. New Employee:

1.	Huynh, Tram Thi	Paraeducator 9.5mo/Painter	08/12/2024
2.	Murillo, Jaime P	Child Nutrition Assistant I/Ocala & Adelante II	08/13/2024
3.	Trang Vo, Thi Phuong	Paraeducator 9.5mo/Painter	08/12/2024
4.	Zamora Zaragoza, Guadalupe	Paraeducator Special Education II/Cassell	08/19/2024

II. Change of Status:

1.	Sanchez, Hirochima	Campus Paraeducator/Lyndale	08/26/2024

III. Unpaid Personal Leave of Absence:

1.	Padilla, Violet	Paraeducator Special Education II/ Renaissance II	08/08/2024-08/08/2025
2.	Vedagiri, Radha M	Paraeducator Special Education I & Campus Paraeducator/Dorsa	09/02/2024-11/20/2024

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT-
HUMAN RESOURCES DEPARTMENT
MEETING OF THE BOARD OF TRUSTEES
September 12, 2024

CERTIFICATED OFFER OF EMPLOYMENT:

I. New Hires:

1.	Abendano, Lourdes	Teacher/SDC/Cureton Elementary	08/08/2024
2.	Aguilar, Alondra	Teacher/Bil Spanish/5th/Adelante Academy II	08/08/2024
3.	Ardanuy, Monica	Teacher/RSP/Aptitud Academy	08/08/2024
4.	Ayala, Maria	Teacher/Bil Spanish/8th/Adelante Academy I	08/19/2024
5.	Avila, Kaitlen	Teacher/RSP/Renaissance Academy I	08/08/2024
6.	Barajas Diaz, Leticia	Teacher/RSP/George Middle School	08/08/2024
7.	Bun, Sarah	Teacher/Tk/Lucha Academy	08/08/2024
8.	Daquioag, Darlyn Joy	Teacher/ SDC, PreK/Linda Vista Elementary	08/08/2024
9.	Do, Dylan	Teacher/Bil Viet/4th Grade/Painter Elementary	08/08/2024
10.	Duarte, Marisol	Teacher/RSP/Sheppard Middle School	08/15/2024
11.	Freitas, Michael	Teacher/P.E./Aptitud Academy	08/08/2024
12.	Gonzalez Aguilera, Maria	Teacher/Bil Spanish/K/Adelante Academy II	08/08/2024
13.	Gonzalez, Michael	Teacher/RSP/Ocala Steam Academy	08/08/2024
14.	Jimenez, Vanessa	Teacher/Math/Renaissance Academy II	08/08/2024
15.	Kalinawan, Karen	Teacher/1st/Cassell Elementary	08/08/2024
16.	Katz, Ashley	Teacher/Theater Arts/VAPA Prog	08/08/2024
17.	Kieu, Vicki	Teacher/4th/Russo Mcentee Academy	08/08/2024
18.	Labadan, John	Teacher/RSP/Cassell Elementary	08/08/2024
19.	Lai, Helen	Teacher/4th/Cureton Elementary	08/08/2024
20.	Lyell, David	Teacher/Core/George Middle School	08/08/2024
21.	Magallanes, Jessica	Teacher/Science/Renaissance Academy II	08/08/2024
22.	Mesina Jr, Angelito	Teacher/SDC/Cassell Elementary	08/08/2024
23.	Montelongo, Cindy	Teacher/Bil Spanish/2nd/Adelante Academy I	08/08/2024
24.	Montoya, Guadalupe	Teacher/Bil Spanish/1st/Adelante Academy I	08/08/2024
25.	Nguyen, Kim	Teacher/3rd/Lucha Academy	08/08/2024
26.	Oros, Elisa	Teacher/2nd/Cassell Elementary	08/08/2024
27.	Patten, Amelia	Teacher/SDC/Cureton Elementary	08/08/2024
28.	Pearl, Hien My	Teacher/Bil Viet/Tk & K/Painter Elementary	08/08/2024
29.	Perez, Shellee	Teacher/SDC/Russo Mcentee Academy	08/08/2024
30.	Ruzon, Lesley	Teacher/Theater Arts/VAPA Prog	08/22/2024
31.	Solis Reyes, Juan	Teacher/Bil Spanish/1st/Adelante Academy II	08/08/2024
32.	Sullivan, Kimberly	Teacher/ Music/VAPA Programs	08/19/2024
33.	Tango, Joey	Teacher/RSP/George Middle School	08/08/2024
34.	Tapia, Mariah	Teacher/Social Science/Renaissance Academy I	08/08/2024
35.	Taylor, Jamil	Teacher/Core/George Middle School	08/08/2024
36.	Valdivia, Elizabeth	Teacher/SDC/Cassell Elementary	08/08/2024
37.	Wegner, Ashley	Teacher/4/5 Combo/Cassell Elementary	08/08/2024
38.	Zamaniego-Chaidez, Cindy	Teacher/SDC/Russo Mcentee Academy	08/08/2024
39.	Zandi Bayaz, Ali Reza	Teacher/RSP/Hubbard Media Arts Academy	08/08/2024

II. New Hire-Substitute Teacher:

1.	Campos, Helena	07/11/2024
2.	Johnstone, Emily	08/13/2024
3.	Lopez Garcia, Maria	07/24/2024
4.	Praveen, Varsha	08/14/2024

III. Contracts:

1.	Cypert, Valerie	Induction Mentor	09/13/2024-06/30/2025
2.	Shorey, Terry	Induction Mentor	09/13/2024-06/30/2025

IV. Substitute Residential Teacher Contracts:

1.	Aguilar, Silvia	08/08/2024-09/24/2024
2.	Kaung, Akar	08/13/2024-09/24/2024
3.	Mai, Tina	08/08/2024-09/24/2024
4.	Perez, Irving	08/13/2024-09/24/2024
5.	Saavedra, Noe	08/13/2024-09/24/2024

V. Short-Term Student Counselor Services Agreement:

1.	Courtney, Vada	09/13/2024-06/30/2025
2.	Hines, Janeya	09/13/2024-06/30/2025

CERTIFICATED CHANGES OF STATUS:

VI. Provisional Internship Permit for the 2024/25 School Year:

1.	Fiorentino, Kelly	Teacher, Middle School
2.	Ventura Santiago, Rosa	Teacher, Elementary

VII. Initial Variable Term Credential Waiver:

1.	Jimenez, Suyen	Administratvie Services Credential Program

VIII. Rehired from Temporary Contract Effective 08/08/2024:

1.	Bautista Miranda, Angelica	Aptitud Comm At Goss	Probationary
2.	Beaver, Sydney	Dorsa Elementary	Probationary II
3.	Chaffin, Jessica	Linda Vista Elementary	Probationary II
4.	Dipiazza, Joshua	Renaissance Academy II	Probationary II
5.	Dutta, Srimonti	Aptitud Comm At Goss	Probationary II
6.	Leal-Perez, Maria	Adelante Academy II	Probationary
7.	Lopez, Selena	LUCHA Academy	Probationary II
8.	Lourenco, Christian	Renaissance Academy II	Probationary II
9.	Ortega, Daina	Linda Vista Elementary	Probationary II
10.	Ramirez, Leticia	Russo Mcentee Academy	Probationary

11. Rodriguez Salcedo, Alexis	Renaissance Academy I	Probationary
12. Tejada, Ana	Painter Elementary	Probationary 0
13. Ventura Santiago, Rosa	Chavez Elementary	Probationary
14. Victorio, Skylar	Renaissance Academy I	Probationary II

IX. Probationary II Status Effective 08/08/2024:

1. Aguirre, Reina	Renaissance Academy II
2. Ampie, Cristopher	Aptitud Comm At Goss
3. Arriaga, Gema	Chavez Elementary
4. Bablo Amroodagha J, Benita	Special Education Dept.
5. Barrett, Geoffrey	Renaissance Academy II
6. Beaver, Sydney	Dorsa Elementary
7. Chaffin, Jessica	Linda Vista Elementary
8. Chisler, Dave	V.A.P.A. Programs Dept.
9. Colon, Noel	Renaissance Academy II
10. Dipiazza, Joshua	Renaissance Academy II
11. Dutta, Srimonti	Aptitud Comm At Goss
12. Huang, Ke	Russo McEntee Academy
13. Huynh, Van	Painter Elementary
14. Joyce, Kelly	Cassell Elementary
15. Kamura, Melissa	Ryan Elementary
16. Lam, Dustin	Special Education Dept.
17. Lopez, Selena	LUCHA Academy
18. Lourenco, Christian	Renaissance Academy II
19. Lu, Rachel	Dorsa Elementary
20. Matsumoto, James	Sheppard Middle School
21. Miranda Ramirez, Maria	Special Education Dept.
22. Ortega, Daina	Linda Vista Elementary
23. Paulson, Marian	V.A.P.A. Programs Dept.
24. Perez, Celia	George Middle School
25. Poe, Bryant	George Middle School
26. Quintero, Hailey	Aptitud Comm At Goss
27. Richardson, Keri	Special Education Dept.
28. Sachdeva, Natasha	Linda Vista Elementary
29. Stamper, Keith	Renaissance Academy II
30. Urata, Andrew	San Antonio Elementary
31. Victorio, Skylar	Renaissance Academy I
32. Woo, Thomas	V.A.P.A. Programs Dept.
33. Ybarra, Elsie	Special Education Dept.
34. Yu, Joceline	Renaissance Academy I
35. Zadig, YOALI	Renaissance Academy II

X. Permanent Status Effective 08/08/2024:

1. Almazan, Epsom	Ocala Steam Academy
2. Avdic, Tifa	Ocala Steam Academy
3. Bravo, Mary	Renaissance Academy I
4. Dela Cruz, Alixe	Student Services Dept.
5. Dibble, Steven	Sheppard Middle School
6. Garimella, Sai Kalyani	Cureton Elmentary
7. Gonzalez, Devon	Lyndale Elementary
8. Gutierrez, Viviana	Adelante Academy I

9.	Hernandez-Rivera, Nerelyn	Adelante Academy I
10.	Hinsch, Laura	Renaissance Academy II
11.	Kandic, Olivera	Renaissance Academy II
12.	Le, Vanessa	Special Education Dept.
13.	Lefcowitz, Nathan	Renaissance Academy I
14.	Lopez Rojas, Raul	Ryan Elementary
15.	Molina Lopez, Valentin	Adelante Academy II
16.	Nguyen, Thanh-Nguyen	Renaissance Academy I
17.	Orejel Gutierrez, Yaritza	Adelante Academy II
18.	Orozco, Melissa	Lyndale Elementary
19.	Paredes III, Rafael	Special Education Dept.
20.	Phan, Christopher	V.A.P.A. Programs Dept.
21.	San Juan, Guadalupe	Adelante Academy I
22.	Sanchez, Sarah	Hubbard Media Arts Academy
23.	Shelton, Sabreena	Renaissance Academy II
24.	Surber, Robinson	Hubbard Media Arts Academy
25.	Timmins, Jennifer	Academic Services Dept.
26.	Trejo, Cynthia	Adelante Academy II
27.	Vittalbabu, Chandrasheka	Special Education Dept.

XI. <u>Probationary 0 status Effective 08/08/2024:</u>

1.	Astorga, Jose	Meyer Elementary
2.	Deck, Caroline	Dorsa Elementary
3.	Dhami, Harmeet	Renaissance Academy I
4.	Edwards, Amanda	Renaissance Academy I
5.	Friga, Ayla	San Antonio Elementary
6.	Garcia, Gerika	San Antonio Elementary
7.	Ireland, Erika	Sheppard Middle School
8.	Ireland, Kenneth	Renaissance Academy II
9.	Millan, Yvonne	Linda Vista Elementary
10.	Office, Kalena	Renaissance Academy I
11.	Ortega Cuevas, Angel	VAPA Programs Dept.
12.	Romero, Arianna	Cureton Elementary
13.	Tejada, Ana	Painter Elementary
14.	Torres, Alejandra	Adelante Academy II

XII. <u>Probationary status Effective 08/08/2024:</u>

1.	Bautista Miranda, Angelica	Aptitud Comm at Goss
2.	Domingo, Tiffany	Cassell Elementary
3.	Duran, Cynthia	Sheppard Middle School
4.	Fiorentino, Kelly	George Middle School
5.	Floirendo, Ian Carl	VAPA Prog Dept.
6.	Hernandez, Karina	McCollam Elementary
7.	Leal-Perez, Maria	Adelnte Academy II
8.	Leong, Aurora	McCollam Elementary
9.	Manto, Andre	Painter Elementary

10. Montes Gutierrez, Jaime	Adelante Academy II
11. Ortiz, Bianca	Adelante Academy I
12. Ramirez, Leticia	Russo McEntee Academy
13. Rodriguez Salcedo, Alexis	Renaissance Academy I
14. Rosales, Paulina	George Middle School
15. Soliveres, Shella	Cassell Elementary
16. Ventura Santiago, Rosa	Chavez Elementary
17. Villanueva, Elisha	Cureton Elementary

XIII. New Hire Change of Status Temporary to Probationary I Effective 08/08/2024:

1. Jimenez, Vanessa	Renaissance Academy II
2. Magallanes, Jessica	Renaissance Academy II

XIV. Ed Code Assignment EC §44831- 2023/2024 School year:

1. Chan, Sarah	Speech Therapist/Special Education Department
2. Schongut-Hendel, Graciela	Speech Therapist/Special Education Department

Under the provisions of this statute, the governing board of a school district or a county office of education may contract or employ an individual to provide speech and language services if the individual has verified the following: 1) master's degree in communicative disorders, 2) valid license issued by the Speech-Language Pathology and Audiology Board, 3) passage of the California Basic Educational Skills Test (CBEST), and 4) the criminal record summary pursuant to EC.

15.17

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Board of Trustees:

Subject: **Resolution # 07-24/25 Inventory Disposal**

Staff Analysis:
Authorize the sale, donation, and/or disposal of surplus property under the direction of the Procurement Manager, Assistant Superintendent of Business Services and/or Superintendent.

Recommendation:
Staff recommends approval of the sale, donation and/or disposal, of surplus property listed on the attached sheet(s) dated September 12, 2024.

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

Approved by: Teresa DeCelles TD Title: Interim Assistant Superintendent of Business Services

To the Board of Trustees: Meeting: September 12, 2024

Recommend Approval

15.17

Agenda Placement

Emmanuel Barbara, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Approve Resolution No. 07-2425 Inventory Disposal.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
OF
SANTA CLARA COUNTY, STATE OF CALIFORNIA

RESOLUTION # 07-24/25
SALE, DONATION - AND/OR DISPOSAL OF SURPLUS PROPERTY

WHEREAS, Education Code 39520 authorizes the sale for cash of any property belonging to the District if the property is not required for school purposes, or it should be disposed for the purpose of replacement, or it is unsatisfactory or not suitable for school use.

WHEREAS, Education Code 39520 and 39521 provides procedures to implement such a sale, public or private, conducted by staff;

WHEREAS, Education Code 39521 provides for donations to charitable organizations or disposal if property is of insufficient value to defray costs of arranging a sale;

NOW, THEREFORE, BE IT RESOLVED, that this Board does hereby authorize such a sale, donation, and/or disposal of surplus property, under the direction of the Procurement Manager, Assistant Superintendent of Business Services, and /or Superintendent.

PASSED AND ADOPTED this 12th day of September 2024, by the Board of Trustees of the Alum Rock Union Elementary School District, County of Santa Clara, and State of California.

Ayes_____ Noes_____ Absent_____ Abstain_____

Board of Trustees:

Linda Chavez, Board President _____

Andrés Quintero, Board Vice President _____

Minh Pham, Board Clerk _____

Corina Herrera-Loera, Board Member _____

Andrea Flores Shelton, Board Member _____

I HEREBY CERTIFY that the foregoing resolution was duly and regularly introduced, passed, and adopted by the members of the Board of Trustees of the Alum Rock Union Elementary School District at a public meeting of said Board held on September 12, 2024.

_____
Emmanuel Barbara, Interim Superintendent

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

SURPLUS EQUIPMENT AND FURNITURE
REQUEST FOR DISPOSAL

Job # 40000

Please list equipment and/or furniture to be disposed of.

DESCRIPTION (MFR., MODEL)	ARUSD ASSET NO.	SERIAL NO.
Grey HON file cabinet		
Single student desk / braun top		
single student chair / brown top		
Single student desk / gray top		
Braun HON file cabinet		
Braun Mc Whorter's cabinet		
Beige CAB cabinet		
table legs (2)		
Grey sofa		
student double desk		
small table		
big table		
half of office desk		

Return the completed form to the **Purchasing Office ONLY** if the item has an ARUSD asset tag or serial number.

IF THE FORM DOES NOT CONTAIN EITHER, KINDLY SUBMIT IT TO THE MOT DEPARTMENT FOR REVIEW.

REASON FOR DISPOSAL: Broken / unusable

SCHOOL/LOCATION: Aptitud

CONTACT PERSON: Diana Arriaga EXT. 7653

PROGRAM MANAGER SIGNATURE: _____ DATE: 8/29/24

(Office Use Only)

Check List:
- ___ Work Order completed - Work order #: _____
- ___ Submitted for Board Approval - Board Mtg. Date: _____
- ___ Entered in Asset Tracking System - Entry Date: _____
- ___ Recycle - Recycled Date: _____
- ___ Other: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

SURPLUS EQUIPMENT AND FURNITURE
REQUEST FOR DISPOSAL

Job # 40000

Please list equipment and/or furniture to be disposed of.

DESCRIPTION (MFR., MODEL)	ARUSD ASSET NO.	SERIAL NO.
Metal book shelf		
white warden book shelf		
2 drawer black cabinet		
2 drawer grey cabinet		
wide 2 drawer white cabinet		

Return the completed form to the **Purchasing Office ONLY** if the item has an ARUSD asset tag or serial number.

IF THE FORM DOES NOT CONTAIN EITHER, KINDLY SUBMIT IT TO THE MOT DEPARTMENT FOR REVIEW.

REASON FOR DISPOSAL: Broken / Unusable

SCHOOL/LOCATION: Aptitud

CONTACT PERSON: Diana Arriaga EXT. 7653

PROGRAM MANAGER SIGNATURE: _____ DATE: 8/29/24

(Office Use Only)

Check List:
- ___ Work Order completed - Work order #: _____
- ___ Submitted for Board Approval - Board Mtg. Date: _____
- ___ Entered in Asset Tracking System - Entry Date: _____
- ___ Recycle - Recycled Date: _____
- ___ Other: _____

ITSS SURPLUS EQUIPMENT DISPOSAL

DATE: September 12, 2024

CHROMEBOOKS	SERIAL	TAG
ACER C730	53003736676	N/A
ACER C730	NXGC1AA002634252C27600	N/A
ACER C730	NXGC1AA00263421C627600	N/A
ACER C730	NXGC1AA002634252F57600	N/A
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ACER C730	NXEF2AA002530091877600	N/A
ACER C730	NXEF2AA0025300E5FD7600	N/A
ACER C730	NXEF2AA00253008F7A7600	N/A
ACER C730	55200646076	N/A
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ACER C730	NXEF2AA0025300F7C87600	N/A
ACER C730	NXGC1AA00263421FDA7600	N/A
ACER C730	62811120876	N/A
ACER C730	63413924276	N/A
ACER C730	55200643776	N/A
ACER C730	NXEF2AA00253008C927600	N/A
ACER C730	NXGC1AA0026281B2417600	N/A
ACER C730	NXGC1AA00263421CBD7600	N/A
ACER C730	NXGC1AA00263421C577600	N/A
ACER C730	NXEF2AA0025300E5277600	N/A
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DELL 3100	4ZNN1D3	IT07517
DELL 3100	GQYWSD3	IT08666
DELL 3100	CS70SD3	IT08654
LENOVO 100E GEN2	YX01Q6DJ	N/A
HP 11A G6	5CD93393JS	IT03450
HP 11A G6	5CD93402GQ	N/A
LENOVO 100E GEN2	YX01Q6A5	IT09934
HP 11A G8	5CD0520GPL	IT06394
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HP 11A G6	5CD9118SQT	IT03785
LAPTOPS	**SERIAL**	**TAG**
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DELL XPS 9343	49DN162	2009898
DELL XPS 9343	3K6Q162	2009744
ACER TRAVELMATE X349	NXVDFAA0087020219A7200	2013404
HP MT41	5CG50607Y8	N/A
HP PROBOOK 470 G3	5CD7155WWF	2013181
DELL LATITUDE E5400	35QMQN1	00016304
DELL LATITUDE E5400	34QMQN1	00016318
ACER TRAVELMATE X349	NXVDFAA008647041A97200	2013304
HP MT41	5CG52123D4	2008869
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LENOVO THINKPAD 13	1S20J10045USLR08W9NQ	N/A
LENOVO THINKPAD 13	1S20J10045USLR08W9NS	N/A
LENOVO THINKPAD 13	1S20J10045USLR08W9PC	N/A
LENOVO THINKPAD 13	1S20J10045USLR08W9PD	N/A
LENOVO THINKPAD 13	1S20J10045USLR08VL8Z	N/A
LENOVO THINKPAD 13	1S20J10045USLR08W9P5	N/A
LENOVO THINKPAD 13	1S20J10045USLR08W9P4	N/A
LENOVO THINKPAD 13	1S20J10045USLR08W9NR	N/A
LENOVO THINKPAD 13	1S20J10045USLR08W9P0	N/A
LENOVO THINKPAD 13	1S20J10045USLR08W9NT	N/A
LENOVO THINKPAD 13	1S20J10045USLR08W9NU	N/A

LENOVO THINKPAD 13	1S20J10045USLR08W9NX	N/A
LENOVO THINKPAD 13	1S20J10045USLR08UBTP	N/A
LENOVO THINKPAD 13	1S20J10045USLR08W9NN	N/A
LENOVO THINKPAD 13	1S20J10045USLR08W9NZ	N/A
LENOVO THINKPAD 13	1S20J10045USLR08W9P3	N/A
LENOVO THINKPAD 13	1S20J10045USLR08W9P8	N/A
LENOVO THINKPAD 13	1S20J10045USLR08W9PB	N/A
LENOVO THINKPAD 13	1S20J10045USLR08W9NP	N/A
LENOVO THINKPAD 13	1S20J10045USLR08VL8W	N/A
LENOVO THINKPAD 13	1S20J10045USLR08W9P7	N/A
LENOVO THINKPAD 13	1S20J10045USLR08W9P6	N/A
LENOVO THINKPAD 13	1S20J10045USLR08VL8X	N/A
LENOVO THINKPAD 13	1S20J10045USLR08W9NV	N/A
LENOVO THINKPAD 13	1S20J10045USLR08W9PE	N/A
LENOVO THINKPAD 13	1S20J10045USLR08VL8Y	N/A
MACBOOK PRO A1502	C02QDYC6FVH3	2010139
MACBOOK PRO A1502	C02QDYDEFVH3	2010121
MACBOOK AIR A1466	FVFCR8XUJ1WK	1000000077
HP MT40	CNU344B84G	2003819
HP MT40	CNU344B59Y	2003619
HP MT40	CNU3449VP3	2003283
HP MT40	CNU344B86B	N/A
HP MT40	CNU3449WBH	N/A
HP MT40	CNU344B5NH	2003561
HP MT40	CNU4049NMG	2008045
HP MT40	CNU4049NPB	2005897
HP MT40	CNU344B88N	N/A
HP MT40	CNU344B5KN	2003862
HP MT40	CNU344B4PP	2003467
HP MT40	CNU344B86Z	N/A
HP MT40	CNU344B8C7	2003571
HP MT40	CNU344B4QF	2003460
HP MT40	CNU3449W2H	2003977
HP MT40	CNU344B86J	2003801
HP MT40	CNU344B4SJ	2003514
HP MT40	CNU344B5B6	2003612
HP MT40	CNU344B474	2003618
HP MT40	CNU344B5R9	N/A
HP MT40	CNU344B5HR	N/A
HP MT40	CNU344B7ZM	2003837
HP MT40	CNU344B86N	2003807
HP MT40	CNU344B82M	2003830
HP MT40	CNU344B5QC	2003558
HP MT40	CNU344B5CW	2003655
HP MT40	CNU344B822	2003850
HP MT40	CNU344B84W	2003757
HP MT40	CNU402C5TS	2007696
HP MT40	CNU402C4SY	2007958
HP MT40	CNU402C5WK	2007546
HP MT40	CNU402C5MX	2007552
HP MT40	CNU4039QDP	2007290
HP MT40	CNU4049NXK	N/A
HP MT40	CNU402C4YB	N/A
HP MT40	CNU402C6N7	2007445
HP MT40	CNU402C5CV	2007567

HP MT40	CNU402C65T	2007581
HP MT40	CNU402C4SM	2007959
HP MT40	CNU402C6MN	2004933
HP MT40	CNU402C5LH	2007453
HP MT40	CNU402C527	2007897
HP MT40	CNU402C6N3	2007520
HP MT40	CNU402C65B	2007583
HP MT40	CNU402C53B	N/A
HP MT40	CNU4039Q1Y	N/A
HP MT40	CNU402C5MP	N/A
HP MT40	CNU402C576	2007967
HP MT40	CNU402C59L	2007877
HP MT40	CNU402C6YW	2004771
HP MT40	CNU402C52H	2007607
HP MT40	CNU402C646	2007584
DELL LATITUDE 7410	9YT2693	N/A
HP MT41	5CG43647XP	2008574
HP MT41	5CG43641SN	2008575
LENOVO 100E GEN 2	P208XF7F	IT04117
DELL LATITUDE E5500	JJN5JL1	00015524
DELL XPS 9343	7VSL162	2010074
DELL XPS 9343	CB1L162	2009523
DELL XPS 9343	CNWK162	2010055
TABLETS	**SERIAL**	**TAG**
SAMSUNG TAB 4 NOOK SM-T530	R52FB20T41Y	N/A
APPLE IPAD MINI A1489	F9HPH8T0FCM8	2008955
APPLE IPAD A1823	F9FTPL6AHLJJ	G00637
APPLE IPAD A1823	F9FTPXPSHLJJ	G00957
APPLE IPAD A2197	GG7CJ1MWMF3N	IT04020
DESKTOPS	**SERIAL**	**TAG**
DELL OPTIPLEX 745	90PC1F1	00013336
DELL OPTIPLEX 745	48VB1F1	00013271
DELL OPTIPLEX 745	DMLB1F1	00013314
DELL OPTIPLEX 745	3PLB1F1	00013310
DELL OPTIPLEX 745	7JTC1F1	00013305
DELL OPTIPLEX 780	C6ZKGQ1	00016956
DELL OPTIPLEX 790	CK0TMS1	2000594
DELL OPTIPLEX 790	CK0RMS1	2000598
DELL OPTIPLEX 790	J27FVR1	2000406
DELL OPTIPLEX 790	CK0PMS1	2000595
DELL OPTIPLEX 760	4SDDGK1	00015511
PROMETHEAN	**SERIAL**	**TAG**
PRM-AB2-02	737612023	13826
PRM-AB2-02	N/A	00013809
PRM-AB2-02	N/A	00013820
PRM-AB2-02	N/A	00013816
PRM-AB2-02	6240474036	N/A
PRM-AB2-02	6240474435	N/A
PRM-AB2-02	6240474171	N/A
PRM-AB2-02	N/A	00013817
PRM-AB2-02	6240474428	N/A
PRM-AB2-02	6240474425	N/A
PRM-AB2-02	6240474430	N/A
PRM-AB2-02	6240474434	N/A

PRM-AB2-02	6240474433	N/A
PRM-AB2-02	6240474421	N/A
PRM-AB2-02	6240474037	N/A
PRM-AB2-02	6240474169	N/A
PRM-AB2-02	6240474028	N/A
PRM-AB2-02	6240474431	N/A
PRM-AB2-02	6240474038	N/A
PRM-AB2-02	6240474038	N/A
PRM-AB2-02	6240474043	N/A
PRM-AB2-02	N/A	N/A
PRM-AB2-02	6240474429	N/A
PRM-AB2-02	6250474029	N/A
PRM-AB2-02	N/A	N/A
PRM-AB2-02	6240474041	N/A
PRM-AB2-02	6240474426	N/A
ABV587PRO	C1406230318	N/A
ABV587PRO	C1406230322	N/A
ABV587PRO	C1406250256	N/A
ABV587PRO	C1406230321	N/A
ABV587PRO	C1406230320	N/A
ABV587PRO	C1406230323	N/A
PRM-AB2-02	N/A	00013818
PRM-AB2-02	0745747045	00013807
PRM-AB2-02	N/A	00013821
PRM-AB2-02	0737612033	00013825
PRM-AB2-02	N/A	00013823
PRM-AB2-02	B0903120261	00015252
PRM-AB2-02	0745747019	00013886
PRM-AB2-02	0745747016	00013889
PRM-AB2-02	N/A	00013789
ABV378S300	C1003250275	00016167
PRM-AB2-02	0745747124	00013766
PRM-AB2-02	B0811211389	00014979
PRM-AB2-02	B0811211387	N/A
PRM-AB2-02	0745747140	00013771
PRM-AB2-02	0745747130	00013760
PRM-AB2-02	0745747129	00013761
PRM-AB2-02	0745747139	00013772
PRM-AB2-02	0745749054	00013773
PRM-AB2-02	0745747132	00013758
PRM-AB2-02	0745747135	00013765
PRM-AB2-02	0745747131	00013759
PRM-AB2-02	0745747128	00013762
PRM-AB2-02	N/A	N/A
PRM-AB2-02	0745747122	00013768
PRM-AB2-02	N/A	00014978
PRM-AB2-02	0745749052	00013775
PRM-AB2-02	B0811211317	00014984
PRM-AB2-02	0807919333	00014539
PRM-AB2-02	0745747127	00013763
PRM-AB2-02	0745747141	00013770
PRM-AB2-02	0745747133	00013757
PRM-AB2-02	0745747123	00013767
PRM-AB2-02	B0811211316	00014985
PRM-AB2-02	0745747126	00013764

PRM-AB2-02	0745747125	00013765
PRM-AB2-02	B0811211318	00014983
ABV378S300	C1005210216	N/A
ABV587PRO	C1406230325	2008536
ABV378S300	C0907200028	00015311
PRM-AB2-02	0807919240	00014142
PRM-AB2-02	2000003951	N/A
PRM-AB2-02	2000003944	N/A
PRM-AB2-02	N/A	2008525
PRM-AB2-02	2000003944	N/A
PRM-AB2-02	2000002155	N/A
PRM-AB2-02	N/A	00014533
PRM-AB2-02	N/A	00013896
PRM-AB2-02	N/A	00014534
PRM-AB2-02	N/A	00014531
PRM-AB2-02	N/A	00014538
PRM-AB2-02	2000001483	N/A
PRM-AB2-02	2000001494	N/A
PRM-AB2-02	N/A	00016165
PRM-AB2-02	2000000903	N/A
PRM-AB2-02	2000000913	N/A
PRM-AB2-02	2000001065	N/A
PRM-AB2-02	N/A	2008160
PRM-AB2-02	2000000094	N/A
PRM-AB2-02	2000000920	N/A
PRM-AB2-02	2000001061	N/A
PRM-AB2-02	2000001078	N/A
PRM-AB2-02	2000000497	N/A
PRM-AB2-02	2000000474	N/A
PRM-AB2-02	N/A	2008173
PRM-AB2-02	N/A	2008164
PRM-AB2-02	N/A	2008156
PROJECTORS	**SERIAL**	**TAG**
HITACHI CP-X2530WN	F3KU10523	2002308
HITACHI CP-X2541WN	F6FU14028	2012915
HITACHI CP-X2530WN	F3GE03370	2002311
HITACHI CP-X265WN	F7F008287	00012801
HITACHI CP-X2541WN	F5LU09093	2012239
HITACHI CP-X265WN	F7F008312	00012803
HITACHI CP-X2530WN	F3JU09601	2002297
HITACHI CP-X265WN	F7F008420	00012804
HITACHI CP-X265WN	F7F008299	00012785
PROMETHEAN UST-P1	WUST-P14212270	N/A
PROMETHEAN UST-P1	WUST-P14212700	N/A
PROMETHEAN UST-P1	WUST-P14441706	N/A
HITACHI CP-X2541WN	F5GU05468	2011719
HITACHI CP-X2511N	F0DU00310	00016052
HITACHI CP-X305	F7LU03176	00013553
HITACHI CP-X305	F7KU02657	00013600
HITACHI CP-X305	F7KU02696	00013609
PROMETHEAN UST-P1	WUST-P14184246	N/A
HITACHI CP-X305	F8AU03937	00014509
HITACHI CP-X2541WN	F5LU09570	2012900
HITACHI CP-X306	F8I002581	00014885
HITACHI CP-X2530WN	F4KU26870	2008745

HITACHI CP-X2511N	F0DU00339	00016047
HITACHI CP-X2511N	F0DU00312	00016051
HITACHI CP-X2511N	F0DU00321	00016043
HITACHI CP-X305	F7IU00974	00013689
HITACHI CP-X2010	H9KU14955	00015561
HITACHI CP-X305	F7LU03273	00013624
HITACHI CP-X200	F7G004479	00013110
HITACHI CP-X2541WN	F6FU13547	2012917
HITACHI CP-X2530WN	F3LU12343	2002848
HITACHI CP-X2530WN	F3HU07310	2002115
HITACHI CP-X305	F7IU00982	00013691
HITACHI CP-X265	F7F008301	00012793
HITACHI CP-X2530WN	F4KU26762	2008744
HITACHI CP-X306	F8I002637	00014886
HITACHI CP-X2510WN	F0AU04295	N/A
HITACHI CP-X2530WN	F3LU11416	2008279
HITACHI CP-X2530WN	F3AU00174	2001090
HITACHI CP-X2510WN	F0BU04805	N/A
HITACHI CP-X305	F8AU03475	00013690
HITACHI CP-X306	F8I002449	00014884
HITACHI CP-X2511N	F0DU00326	00016048
HITACHI CP-X305	F7IU00865	00013700
HITACHI CP-X305	N/A	00013549
EPSON	2000002157	N/A
EPSON	2000002024	N/A
EPSON	2000002014	N/A
EPSON	2000002186	N/A
PROMETHEAN UST-P1	2000001483	N/A
PROMETHEAN UST-P1	2000000971	N/A
PROMETHEAN UST-P1	2000000466	N/A
PROMETHEAN UST-P1	2000000914	N/A
EPSON	2000001484	N/A
PROMETHEAN UST-P1	2000005227	N/A
PROMETHEAN UST-P1	2000000095	N/A
PROMETHEAN UST-P1	2000000955	N/A
PROMETHEAN UST-P1	2000000492	N/A
PROMETHEAN UST-P1	2000000921	N/A
HITACHI CP-X305	2000002233	N/A
PROMETHEAN UST-P1	2000001064	N/A
PROMETHEAN UST-P1	2000000904	N/A
EPSON	2000002199	N/A
EPSON	2000001496	N/A
EPSON	N/A	00013698
PRINTERS	**SERIAL**	**TAG**
DELL 1720	DNJWTB1	N/A
DELL 2330	6Y56SG1	N/A
HP DEKJET D4610	TH6BRD331S04D6	N/A
SPEAKERS	**SERIAL**	**TAG**
AUDIX PH5-VS	N/A	N/A
AUDIX PH5-VS	N/A	N/A
AUDIX PH5-VS	N/A	N/A
AUDIX PH5-VS	N/A	N/A
AUDIX PH5-VS	N/A	N/A
AUDIX PH5-VS	N/A	N/A

AUDIX PH5-VS	N/A	N/A
AUDIX PH5-VS	N/A	N/A
AUDIX PH5-VS	N/A	N/A
AUDIX PH5-VS	N/A	N/A
AUDIX PH5-VS	N/A	N/A
AUDIX PH5-VS	N/A	N/A
AUDIX PH5-VS	N/A	N/A
AUDIX PH5-VS	N/A	N/A
AUDIX PH5-VS	N/A	N/A
AUDIX PH5-VS	N/A	N/A
AUDIX PH5-VS	N/A	N/A
AUDIX PH5-VS	N/A	N/A
AUDIX PH5-VS	N/A	N/A
AUDIX PH5-VS	N/A	N/A
AUDIX PH5-VS	N/A	N/A
AUDIX PH5-VS	N/A	N/A
AUDIX PH5-VS	N/A	N/A
AUDIX PH5-VS	N/A	N/A
AUDIX PH5-VS	N/A	N/A
AUDIX PH5-VS	N/A	N/A
AUDIX PH5-VS	N/A	N/A
AUDIX PH5-VS	N/A	N/A
AUDIX PH5-VS	N/A	N/A
AUDIX PH5-VS	N/A	N/A
AUDIX PH5-VS	N/A	N/A
AUDIX PH5-VS	N/A	N/A
AUDIX PH5-VS	N/A	N/A
AUDIX PH5-VS	N/A	N/A
AUDIX PH5-VS	N/A	N/A
AUDIX PH5-VS	N/A	N/A
AUDIX PH5-VS	N/A	N/A
AUDIX PH5-VS	N/A	N/A
AUDIX PH5-VS	N/A	N/A
AUDIX PH5-VS	N/A	N/A
AUDIX PH5-VS	N/A	N/A
AUDIX PH5-VS	N/A	N/A
AUDIX PH5-VS	N/A	N/A
AUDIX PH5-VS	N/A	N/A
AUDIX PH5-VS	N/A	N/A
AUDIX PH5-VS	N/A	N/A
AUDIX PH5-VS	N/A	N/A
AUDIX PH5-VS	N/A	N/A
AUDIX PH5-VS	N/A	N/A
AUDIX PH5-VS	N/A	N/A
MONITORS	**SERIAL**	**TAG**
19"	N/A	N/A
19"	N/A	N/A
19"	N/A	N/A
19"	N/A	N/A
19"	N/A	N/A
19"	N/A	N/A
19"	N/A	N/A
19"	N/A	N/A
19"	N/A	N/A
19"	N/A	N/A
19"	N/A	N/A

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

SURPLUS EQUIPMENT AND FURNITURE
REQUEST FOR DISPOSAL

Job #_____

Please list equipment and/or furniture to be disposed of.

DESCRIPTION (MFR., MODEL)	ARUSD ASSET NO.	SERIAL NO.
GBC Punch Machine Model 111PM	06153 / 2000004084	LB14849
Marlon Auto Crimper Model 200EL	14891/ N/A	EL1181
ProFinishXL Lamintor	09079 / 2000004508	0000250

Return the completed form to the **Purchasing Office ONLY** if the item has an ARUSD asset tag or serial number.

IF THE FORM DOES NOT CONTAIN EITHER, KINDLY SUBMIT IT TO THE MOT DEPARTMENT FOR REVIEW.

REASON FOR DISPOSAL: Equipment No longer working

SCHOOL/LOCATION: Print Shop / District Office

CONTACT PERSON: Maria Avila EXT. 6926

PROGRAM MANAGER SIGNATURE: M T DATE: 08/02/2024

(Office Use Only)

Check List:
- ___ Work Order completed - Work order #: _____
- ___ Submitted for Board Approval - Board Mtg. Date: _____
- ___ Entered in Asset Tracking System - Entry Date: _____
- ___ Recycle - Recycled Date: _____
- ___ Other: _____

15.18

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: **September 12, 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 September 12, 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: Teresa DeCelles TD Title: Interim Assistant Superintendent of Business Services

To the Board of Trustees:

Recommend Approval

15.18

Agenda Placement

Meeting: September 12, 2024
Regular Board Meeting

Emmanuel Barbara, 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
Instructional Services Sandra Garcia	05/01/2023- 06/30/2026	San Jose State University	No Cost	Contract Extension: CO 247183, Board Approved September 14, 2023. Original contract amount $10,595.00. Increase term dates to 6/30/2026 to reflect MOU agreement. Funding: Restricted
Instructional Services Sandra Garcia	09/13/2024- 06/30/2025	Santa Clara County Office of Education (SCCOE) – EL Master Plan	NTE $16,616.00	SCCOE will provide ARUSD with relevant information and resources to support the process of drafting an English Learner Aster Plan. SCCOE agrees to collaborate with ARUSD to improve access to inclusive, equitable, high-quality education for all students. Funding: Restricted
Early Learning Dr. Dianna Ballesteros	06/01/2023- 06/30/2025	San Jose State University	No Cost	Contract Extension: CO 247184, Board approved September 14, 2023. Original contract amount $10,595.00. Amendment to add to the existing scope of submitting reimbursement for classified and certificated staff participating in the EETD program and increase term date to 06/30/2025. Funding: General
Human Resources Cesar Torrico	09/13/2024- 06/30/2026	Santa Clara University	No Cost	Payment agreement for a SCU Noyce Fellow to receive a salary supplement paid by Santa Clara University's School of Education and Counseling Psychology and distributed by the SCY Noyce Fellow's school district of employment. Funding: General

MEMORANDUM(S) OF UNDERSTANDING

Social Emotional Learning Dr. Annya Artigas	09/13/2024- 08/01/2027	Saint Mary's College of California	No Cost	Saint Mary's College of California Kalmanovitz School of Education internship program for students enrolled in the master's degree program for marriage and family therapy (MFT) and professional clinical counseling (PCC). Funding: General
Student Services Dr. Imee Almazan	09/13/2024- 06/30/2027	Assistance League of San Jose- Operation School Bell	No Cost	Assistance League of San Jose will furnish a designated number of uniforms to students at Cassell, Cureton, Dorsa, Aptitud at Goss, Hubbard, Lyndale, McCollam, Meyer, Painter, Russo/McEntee, Ryan, and San Antonio as well as Foster Youths. Funding: General.
Student Services Dr. Imee Almazan	09/13/2024- 06/30/2027	Assistance League of San Jose- Readers are Leaders	No Cost	Assistance League of San Jose - Readers are Leaders will provide volunteers to read six times a year to students in 2nd and 3rd grades, and any 1st or 4th grade students in 1st/2nd or 3rd/4th combination classes. All books and enrichment activities will be donated to the classroom libraries of the teachers in whose classes we read. When our budget allows, we will donate books to the students in the classrooms served by RAL volunteers. Participating schools in ARUSD are Linda Vista, Lyndale, and Ryan STEAM Academy. Funding: General

MEMORANDUM(S) OF UNDERSTANDING

Student Services Dr. Imee Almazan	07/01/2024- 06/30/2025	Santa Clara County Office of Education – Community Schools	NTE $52,000.00	SCCOE will provide community school services to middle school students released by ARUSD for discipline reasons will be enrolled in the SCCOE Community School Programs. Student Services has reserved 3 allotments and SPED has reserved 1 allotment for the 2024-2025 school year. Funding: General

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

PURCHASE ORDER / CONTRACT CHANGE ORDER (POCO)

P.O. No. _____ Contract No. CO 247183

Original P.O Amount $_____ Contract Original Amount $_____

Vendor Name: SAN JOSE STATE UNIVERSITY Vendor No. 010553

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 Change Term

CONTRACTS ONLY

Change Orders:
Contracts Original Amount $_____
Change Order #: _____ $_____
Change Order #: _____ $_____
Change Order #: _____ $_____

New Contract Total $_____
(including Change Orders)

Line #	FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SUB-OBJ 00	GOAL XXXX	FCTN XXXX	COST-CNTR XXXXXX	LOC XXX	PROG XXXX	$AMOUNT	BUS OFC

Reason for Adjustment:

Change Term from 1 year to 3 years per signed agreement by vendor (MOU line 7A). Term dates 05/01/2023-6/30/2026.

School/Dept.: Academic Services Requested by: Tanya Guerrero

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

_____ Director/Program Manager

_____ Procurement Manager

Date Requested: 8/21/2024 Date Entered: _____ Entered By: _____

(Pursuant to Public Contract Code 20118.4, the total cost of change orders shall not exceed the greater of $15,000.00 or 10% of the original contract amount. The ARUESD Board of Trustees must approve changes exceeding these limits.)

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MEMORANDUM OF UNDERSTANDING

between

SAN JOSÉ STATE UNIVERSITY and the Multiple Subjects/Bilingual Residency Program Consortium Districts

This Memorandum of Understanding (the "MOU") is entered into by and between the State of California through the Trustees of the California State University on behalf of San José State University (the "University" or "SJSU"), and **Enter Name of District or School** (the "District"), and is effective as of **May 1, 2023** (the "Effective Date").

RECITALS

1. The California Commission on Teacher Credentialing (the "Commission" or "CCTC") sets standards for educator preparation for the public schools of California and the licensing and credentialing of professional educators in the State of California.

2. San José State University operates a Commission-approved and accredited teacher preparation program that satisfies Education Code section 44373(c). The University's Department of Teacher Education Credential programs for individuals who want to teach students across grades TK to 8.

3. A teacher residency allows an individual ("Resident") to complete the field-component of their preparation program while placed in a public school setting in one or more classrooms for the entire school year (e.g., August-June). Residency programs are a partnership between the Commission-approved program sponsor and the partner School or District that hosts the Resident. The supervision and support of the Resident is a joint responsibility between the Commission-approved program and the employer. Both are equally responsible for ensuring that the Resident receives the required support and supervision. This Memorandum of Understanding formally establishes a relationship between the parties who agree to coordinate their work, allocate resources appropriately, and share responsibility with each other to meet Commission preparation standards.

4. The Multiple Subjects/Bilingual Consortium (MSBC) offers a residency program as a collaborative partnership among the following partners: Milpitas Unified School District (LEA), Campbell Union School District, Alum Rock School District, Redwood City School District, and San José State University

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The University and the District agree as follows:

1. SHARED RESPONSIBILITIES

Both University and District are equally responsible for assuring the following occur:

A. Counsel the resident and develop a plan to complete the requirements to earn a credential in the specified content or specialty area(s). University, the District, and the Resident shall concur on the program planned. Each is responsible for the timely and proper progress of the plan. Inform the resident of responsibilities related to funding and service obligations to the district

B. Identify the individual(s) and the roles/responsibility related to:
   a. Weekly lesson planning
   b. Coaching within the classroom
   c. Problem-solving regarding students
   d. Curriculum, and
   e. Teaching

C. Establish the process for communication between the principal or evaluator, or other District designee and the University Advisor.

D. Place the Resident in a co-teaching Mentor's classroom at least half time (totalling no less than 600 hours) for the duration of the School or District's school year (e.g., August-June), including support/mentoring and supervision, such as coaching, modeling, and demonstrating within the classroom, assistance with course planning and problem-solving regarding students, curriculum, and development of effective teaching methodologies.

E. Ensure that the resident completes two solo weeks (full days for 5 consecutive days) each semester in the mentor's classroom

F. Provide content specific coaching.

G. Collaboratively plan induction support for residents who have completed the program.

2. UNIVERSITY'S RESPONSIBILITIES

A. University is responsible for ensuring that the Resident in their program is supervised and there is adequate support.

B. Provide the Resident with a minimum one hundred twenty (120)-hour preservice component that develops requisite knowledge and skills prior to entering the classroom in a sustained, intensive, and classroom-focused manner.

C. Assign a qualified University Supervisor who has expertise in the following: (i) current public school policies; (ii) knowledge of and experience with prioritized practices for literacy and language development; (iii) the ability to model best professional practices in teaching and learning, scholarship, and service; (iv) knowledge of diverse abilities, cultural, language, ethnic, and gender diversity; and (v) the academic standards,

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frameworks, and accountability systems that drive the curriculum of public schools.

D. Articulate specific responsibilities of University Supervisor including allocation of time/frequency of observations and/or coaching.
E. Provide a University Advisor during the extent of the residency and monitor the successful completion of all requirements during the residency period.
F. Provide professional development seminars each semester for co-teaching Mentors and University Supervisors.
G. Receive, complete, and review the resident assessment forms at the end of each semester.
H. Provide information and paperwork for the process to apply for the appropriate credential, i.e., Education Specialist, Multiple Subject, and/or Single Subject (through the SJSU Credential office).
I. Provide University supervision for at least 16 hours each semester of the one-year residency program in the form of a supervision class.
J. Teach courses in the Resident's credential program and ensure all courses are available for Residents.
K. Ensure that Residents are advised about which courses to take each semester.
L. Ensure coursework is aligned to the needs of teachers and students in the District, including use of district-adopted curriculum materials and shared instructional practices.
M. Provide professional development for Mentors on mentoring, co-teaching, and instructional practices prioritized by the Program Management Team.
N. Ensure teacher residents complete the CalTPA;
O. Provide a University Supervisor for each Resident.
P. Conduct classroom observations of Residents.
Q. Recommend Residents for the appropriate credential upon satisfactory completion of all requirements.

3. DISTRICT'S RESPONSIBILITIES

A. Ensure each hosted resident signs district agreement forms related to funding support and service obligations to the district.
B. Ensure that schools in which Residents will be mentored provide high-quality learning experiences in a supportive work environment.
C. Ensure that Residents engage in all aspects of the learning community, including district- and site-level professional development that occurs immediately before and during the school year, committee meetings, staff meetings, and out-of-classroom assignments.
D. Facilitate each Resident's obtaining a substitute teaching permit in the District. With the mutual agreement of the Resident, Mentor, University Supervisor, and site administrator (e.g., Principal), a Resident may substitute outside of their placement classroom.
E. Provide induction support to residents who complete the program,
F. Provide fiscal management of grant and matching funds, if any, that support the Residency Program.
G. Ensure that the Resident is supported and there is adequate supervision.
H. Assign a Mentor who has a valid corresponding Multiple Subjects Credential (and, in some cases, Bilingual authorization), and three years of successful teaching experience.

I. Designate protected time for the Resident to meet with/work with the Mentor and any other support personnel within the school day including clearly defined expectations for type/frequency of support.
J. Ensure that Mentor attends any Professional Development or other training or meetings for Mentors in the Residency program.
K. Evaluate the Mentor, subject to the terms and conditions of any collective bargaining agreement to which the District is a party.
L. Facilitate (e.g., by hiring a substitute teacher) and ensure the Mentor's participation in residency-program professional development activities as specified each year by the Program Management Team.

4. MULTIPLE SUBJECT/BILINGUAL TEACHER RESIDENCY CONSORTIUM RESPONSIBILITIES
   A. Governance:
      a. Participate in a Consortium Program Management Team which functions as the operational governing body for the Residency Program and facilitates planning, design, and implementation of all key activities, instruments, processes, and systems. The Program Management team will be composed of members from the participating Districts, SJSU leadership, and any additional partner organization(s).
      b. Participate in Consortium Working Groups, including those related to: recruitment and selection of Residents and Mentors; cohort activities (e.g. role-alike meetings), professional development and coaching and feedback for Residents and Mentors;
   B. Support and implement activities articulated in the CTC funded implementation grant, including distribution of funds for designated purposes, assigned time of staff, participation in working groups, etc.
   C. Collaboratively plan resident and mentor professional development events throughout the residency year
   D. Provide priority hiring interviews to Residents enabling them to satisfy the service commitment to the District/Consortium; if possible prior to the county office job fair.
   E. For residents who successfully complete the program, consortium districts agree to Interview and potentially hire residents hosted by other consortium member districts if there are no openings in the host district.
   F. Planning for Sustainability:
      a. Engage district leadership, including those with fiscal responsibilities in identifying federal, state and local funding streams that can be used to support residents and mentors in the future.
      b. Pilot use of federal, state, and district funds to support residents with income during the residency (e.g., to substitute teach and/or work as instructional aides or other paraprofessional educator roles)
   G. Data Collection:
      a. Collect, share among partners, and analyze assessment and evaluation data related to the Residency Program including but not limited to resident retention, induction and placement data; and district teacher hiring and retention data as required by the CTC.
      b. Collect, share among partners and analyze assessment and evaluation data

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focusing on continual improvement for Residents, Mentors, District students, and all other aspects of the Residency Program.

c. Provide district demographic, staffing and fiscal information as needed for grant applications and grant management.
d. Track and report on grant and matching funds, if any, that support the Residency Program.

5. STATUS OF UNIVERSITY AND DISTRICT

A. The University represents and warrants that it is the State of California, acting in its higher education capacity, and has the legal capacity to enter into this Agreement.

B. The District represents and warrants that it (1) has the legal authority to enter into this Agreement; and (2) has obtained all necessary approvals and rights required by applicable laws, rules and regulations necessary to enter into, and perform under, this Agreement.

5. INSURANCE

The District shall provide both general liability insurance and workers compensation insurance for any University students participating in the Residency Program.

6. INDEMNIFICATION

A. The District agrees to indemnify, defend, and hold harmless the University and its affiliates, directors, trustees, officers, agents, and employees, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney's fees arising out of or resulting from the District's negligence, or in proportion to the District's comparative fault.

B. The University agrees to indemnify, defend, and hold harmless the District and its affiliates, directors, trustees, officers, agents, and employees, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney's fees arising out of or resulting from the University's negligence, or in proportion to the University's comparative fault.

7. TERM AND TERMINATION

A. This Agreement shall be effective as of the date first written above and shall remain in effect for three years from the Effective Date (the "Initial Term"). This Agreement shall expire at the end of the Initial Term.

B. This Agreement may be terminated at any time without penalty by written agreement or upon 30 days advance written notice by one party to the other, provided, however, that in no event shall termination take effect with respect to students then participating in

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the Residency Program, until the Residents complete their training for the semester in which termination occurs.

8. GENERAL PROVISIONS

A. Amendments. This Agreement may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall take effect, it shall be reduced to writing and signed by the parties.

B. Assignment. Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this paragraph shall be void.

C. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

D. Entire Agreement. This Agreement, including any attached exhibits or agreements referenced in Sections I.A, is the entire agreement between the parties. No other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.

E. Endorsement. Nothing contained in this Agreement shall be construed as conferring on any party hereto any right to use the other party's name as an endorsement of product or service, or any right to advertise, promote, or otherwise market any product or service without the prior written consent of the other party. Furthermore, nothing in this Agreement shall be construed as an endorsement of any commercial product or service by the University, its officers or employees.

F. Survival. Upon termination of this Contract for any reason, the terms, provisions, representations, and warranties contained in this Agreement shall survive expiration or earlier termination of this Agreement.

G. Severability. If any provision of this Agreement is held invalid by any law, rule, order of regulation of any government or by the final determination of any state or federal court, such invalidity shall not affect the enforceability of the Agreement and any other provision not held to be invalid.

H. No Agency. Nothing herein shall be construed to create an agency relationship between the Parties.

I. Governing Law. The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

J. Notices. Notices required under this Agreement shall be sent to the parties by mail, postage prepaid, at the addresses set forth below (or authenticated online):

TO UNIVERSITY:

One Washington Square
San Jose State University
San Jose, CA 95192-0074
Attn: Maria Munoz @ maria.munoz@sjsu.edu
Lurie College of Education

TO DISTRICT:

Enter Name of District or School
Enter Street Address
City, State, Zip

Attn: Enter Contact Name
Title

9. EXECUTION

By signing below, each of the following represent that they have authority to execute this Agreement and to bind the party on whose behalf their signature is made.

SAN JOSÉ STATE UNIVERSITY
Office of Contracts & Purchasing Services

By: DocuSigned by: Pegah Pornouri

Pegah Pornouri

Title: Contract Specialist
6/14/2023

ENTER NAME OF DISTRICT OR SCHOOL

By: _____

Title: Type Name and Title

Milpitas Unified School District

Damon James
7/31/2023
Damon James Assistant
Superintendent of Human Relations
1331 E. Calaveras Blvd., Milpitas, CA 95035
408.635.2600

Campbell Union School District

DocuSigned by:
7/25/2023
Shelly Viramontez, Superintendent
155 N Third Street Campbell, California 95008

Alum Rock Union School District

DocuSigned by:
Hilaria Bauer 8/14/2023
Hilaria Bauer, Superintendent
2930 Gay Avenue, San Jose, CA 95127
408-928-6800

Redwood City School District

DocuSigned by:
Liz Wolfe 7/25/2023
Liz Wolfe, Assistant Superintendent, Educational Services,
750 Bradford St., Redwood City, CA 94063
650-482-2200

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

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

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

☑ **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: Santa Clara County Office of Education (SCCOE) - EL Master Plan

Address: 1290 Ridder Park Drive City: San Jose State: CA Zip: 95131

Phone: (669) 212-4444 Email: hnatividad@sccoe.org

SSN: _____ Fed I.D. #: _____

CONTRACT TERM: start dates September 13, 2024 end date June 30, 2025

CONTRACTOR'S OBLIGATION:

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

SCCOE will provide ARUSD with relevant information and resources to support the process of drafting an English Learner Master Plan. SCCOE agrees to collaborate with ARUSD to improve access to inclusive, equitable and high quality education for all students.

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

X a. **Fee Rate:** $2,077.00 per half day session Not to Exceed 16,616.00 of services.

____ b. **Other:** $_____

Describe other related costs: _____

BUDGET CODE: 060-4203-0-5815-00-4760-1000-000000-305-1521 8/21/24 Accountant Initials

VLB 8/22/24 Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: Yuri Rosa Date: 8/16/24

Director of Fiscal Services: [illegible] Date: 8/29/24

Asst. Supt., of Business Services: Kal S Date: 8/27/24

Superintendent: _____ Date: _____

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Santa Clara County Office of Education

CONTRACT / AGREEMENT ROUTING FORM
NO STUDENT CONTACT

SCCOE Staff Contacts *Questions about this agreement should be sent to:*		Agreement Originator (Admin)	Title	Extension
		Srijita Sengupta Saha	Administrative Asistant II	x-6690
Division:	PLSD	Name of Responsible Administrator	Title	Extension
Department:	SCLIS	Hushi Vang Natividad	Coordinator, ELD, Dual & World Languages	x-6859

Contract/Agreement Information

Contract/Agreement Type	☐ Professional Services Agreement ☐ Amendment to RM#_____ ☑ MOU ☐ Lease Agreement: ☐ Construction / Design ☐ New ☐ Renewal ☐ Technology ☐ Other: _____
Contractor's Name	Alum Rock Union School District
Service Type / Brief Description	Professional Development & Technical Assistance

Compensation & Terms

*Start Date	09/20/2024	End Date	06/30/2025	◉ REVENUE
Original Agreement Amount	$ 16,616.00	Revised Agreement Amount *(Total Amount-including Amendments)*		

Directions

***Contractor Services cannot be initiated until the agreement is fully approved.**

1. ☑ **Check applicable category to verify compliance with AR 3310. Attach Purchasing Verification.**
   ☐ RFP / Bid#_____ ☐ Best Source ($3,000 - $109,299) ☑ N/A
   ☐ Sole Source ☐ Verified by Purchasing (required)_____
2. ☑ **Contractor and SCCOE Responsible Administrator reach agreement about terms. SCCOE Agreement originator completes the agreement packet and gathers required attachments.**
   ☑ Certificate of Insurance (COI) ☐ Insurance Endorsement DS ☐ W9 ☐ Additional Forms (if applicable)
3. ☑ **Risk Management Insurance Review** HS
4. ☑ **Gather initials verifying review of draft agreement and identified funding source:** DS
   ☑ Initiator SSS ☑ Manager HVN ☑ Director JS ☑ Division Head JBE (Initial)
   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#**

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Santa Clara County Office of Education

Memorandum of Understanding
between
Santa Clara County Office of Education
and
(Alum Rock Union School District)

This Memorandum of Understanding (MOU), hereinafter referred to as the "Agreement", is between the Santa Clara County Office of Education (SCCOE) and Alum Rock Union School District (the "Agency"). SCCOE and the Agency can each be referred to as the "Party" or collectively as the "Parties" for the purpose of this Agreement.

1. Overview

This Agreement outlines the responsibilities and commitments of each Party regarding the participation in providing information and resources to facilitate the process of drafting an English Learner Master Plan for the EL Liaison Educators Strand .

2. Goals

☒ Improve access to inclusive, equitable, high-quality education.
☒ Provide quality support to districts, schools, students, and communities.
☒ Be a premier service organization.

The SCCOE agrees to collaborate with Agency to improve access to inclusive, equitable and high-quality education for all students.

3. Responsibilities

3.1. The Agency Responsibilities:

- Agency will notify SCCOE of the specific location and start/end times for each professional learning event in advance of the event.
- Agency will send reminders to participants prior to each professional learning session.
- Agency will share quarterly updates regarding the ongoing communication of the EL Master Plan with their educational partners, including Special Education, Student Services, State and Federal, DELAC/families, students/community.

3.2. The SCCOE Responsibilities:

- SCCOE will provide a facilitator for the EL Liaison Educators' professional learning strand.
- SCCOE will provide electronic learning materials.
- SCCOE will participate in quarterly check ins.

3.3. Shared Responsibilities:

- Both SCCOE and Agency team members will collaborate and maintain close communication regarding the outcomes and deliverables of the professional learning activities.

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3.4. Delivery of Services and Use of Resources:

- In the event session cancellation(s) or rescheduling, notification must be made to SCCOE at least 10 working days prior to the training dates.

4. Duration of Agreement

This Agreement begins on September 20, 2024, and ends on June 30, 2025.

5. Articulation of Monies/Compensation

- The Agency will pay the Santa Clara County Office of Education (SCCOE) $16,616.00 for eight half-day professional learning sessions led by one SCCOE staff member. The rate for a half-day professional learning session is $2,077.00 and the hourly rate for technical assistance is $276.50. This amount includes pre-meeting and debrief with agency, planning, travel, and basic supplies. Supplies in excess of "basic" will be agreed upon by the agency and the SCCOE and paid by the agency.

- The Agency will pay the Santa Clara County Office of Education (SCCOE) within 30 days of receipt of the invoice.

6. Data Sharing

The services performed under this Agreement include the sharing of non-publicly available employee or student data.

☐ Yes, Data Sharing agreement/form attached

☒ No

7. Termination

Either the Agency or the SCCOE may terminate this Agreement with or without cause upon 10 days advance written notice to the other Party.

8. Other Terms

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

8.2. Amendments: This Agreement may only be amended by a written instrument signed by the Parties.

8.3. Severability: Should any part of this Agreement between SCCOE and the Agency be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of the Agreement, which shall continue in full force and effect, provided that such remainder can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.

8.4. Third-Party Beneficiaries: This Agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the Parties.

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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.

Santa Clara County Office of Education
Mary Ann Dewan, Ph.D.
County Superintendent of Schools

Proposal of Services
English Learner Master Plan Support in
Alum Rock Union Elementary School District
2024-2025 School Year

Below is an outline of support in drafting an English Learner Master Plan.

Teachers:	TK-8 (EL Liaisons from school sites)
Days: **(time)**	8 half day professional development sessions 3:00-5:00 p.m.
Location:	In Person Alum Rock Union Elementary School District Office
Trainer(s):	Hushi V. Natividad Coordinator, ELD, Dual and World Languages hnatividad@sccoe.org
Fee Structure:	$2,077 / Half Day Professional Learning Session (<4 hours) $4,155 / Full Day Professional Learning Session (4+ hours) $276.50 / Technical Assistance
District Contact:	Yeny Rosales ELD Coordinator yeny.rosales@arusd.org

Focus: English Learner Master Plan

County Board of Education: Maimona Afzal Berta, Victoria Chon, Joseph Di Salvo, Raeena Lari, Grace H. Mah, Don Rocha, Tara Sreekrishnan

Dates	Topic	Fee Structure
Sept. 25 3-5 p.m. Half day	Overview of EL Master Plan • Purpose • Process • Alignment of EL Roadmap and FPM Tool Getting to know the needs of our community Overview of Resources • Exploring Exemplars • Short/Long Term Goals for the team	$2,077
Oct. 30 3-5 p.m. Half day	Overview of EL Master Plan Playbook • Organization of Resource • Chapter Overview (10 chapters) Processes to Support the Plan • Protocols to support group collaboration	$2,077
Dec. 11 3-5 p.m. Half day	Explore 2 chapters* from the EL Master Plan Playbook • Context for the chapters • Reflect on current practices (related to the chapters) • Reflect on areas of need and next steps (related to the chapters) • Capture responses and notes in the chapter document (*chapters will be determined based on feedback from the group- 10 chapters total)	$2,077
Jan. 22 3-5 p.m. Half day	Explore 2 chapters from the EL Master Plan Playbook • Context for the chapters • Reflect on current practices (related to the chapters) • Reflect on areas of need and next steps (related to the chapters) • Capture responses and notes in the chapter document	$2,077

County Board of Education: Maimona Afzal Berta, Victoria Chon, Joseph Di Salvo, Raeena Lari, Grace H. Mah, Don Rocha, Tara Sreekrishnan

Feb. 12 3-5 p.m. Half day	Explore 2 chapters from the EL Master Plan Playbook • Context for the chapters • Reflect on current practices (related to the chapters) • Reflect on areas of need and next steps (related to the chapters) • Capture responses and notes in the chapter document	$2,077
March 19 3-5 p.m. Half day	Explore 2 chapters from the EL Master Plan Playbook • Context for the chapters • Reflect on current practices (related to the chapters) • Reflect on areas of need and next steps (related to the chapters) • Capture responses and notes in the chapter document	$2,077
April 16 3-5 p.m. Half day	Explore 2 chapters from the EL Master Plan Playbook • Context for the chapters • Reflect on current practices (related to the chapters) • Reflect on areas of need and next steps (related to the chapters) • Capture responses and notes in the chapter document	$2,077
May 28 3-5 p.m. Half day	Reflect on progress of EL Master Plan Create an outline of next steps	$2,077
	Print Shop Materials:	
	MOU Total:	$16,616

EL Master Plan Playbook Chapters

Chapter 1	Commitment & Purpose
Chapter 2	Responding to Diverse Learners
Chapter 3	Program Options
Chapter 4	Staffing
Chapter 5	Access to Core Curriculum
Chapter 6	ELD
Chapter 7	Professional Learning
Chapter 8	Family- School Partnerships
Chapter 9	Assessment & Student Monitoring
Chapter 10	Program Monitoring & Evaluation

ARUSD/SCCOE EL Master Plan Support Mapping

- We will meet again on Aug. 27th to calibrate on the chapter overviews and where additional support/resources may be needed. This doc will be a work in progress to support us in preparing for each chapter.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

PURCHASE ORDER / CONTRACT CHANGE ORDER (POCO)

P.O. No. _____ Contract No. CO247184

Original P.O Amount $_____ Contract Original Amount $10,595.00

Vendor Name: San Jose State University Vendor No. 010553

Please check:

_____ Cancel P.O. / Contract

_____ Change Item No.: _____

_____ Increase Amount Line Item No.: _____

_____ Decrease Amount Line Item No.: _____

✓ Add Line No.: 02

_____ Delete Line No.: _____

_____ Add/Change object code to: _____

_____ Add Freight: $_____

_____ Add Tax: _____%

_____ Disencumber

_____ Add/Change Prog. No. to: _____

✓ Other MOU Amendment

CONTRACTS ONLY

Change Orders:

Contracts Original Amount $10,595

Change Order #: 02 $0.00

Change Order #: _____ $_____

Change Order #: _____ $_____

New Contract Total (including Change Orders) $10,595

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
01	120	6054	0	5815	00	0001	1000	000050	065	6054	0.00	

Reason for Adjustment:

This MOU is an Amendment to the Board approved San Jose State University contract #247184 for 2023-2024 to add to the existing Scope of Services. Alum Rock as a consortium district will submit invoice for reimbursement to Mount Pleasant Elementary School District (LEA) for tuition-realted payments to San Jose State University for classified and certificated staff participating in the EETD program. This Agreement shall be effective as of Spring 2022 to June 2025.

School/Dept.: Early Learning Requested by: Dr. Dianna Ballesteros

Approval: _____ Assistant Superintendent of Business Services

(for Contracts Only)

_____ Director/Program Manager

_____ Procurement Manager

Date Requested: 7/29/2024 Date Entered: _____ Entered By: _____

(Pursuant to Public Contract Code 20118.4, the total cost of change orders shall not exceed the greater of $15,000.00 or 10% of the original contract amount. The ARUESD Board of Trustees must approve changes exceeding these limits.)

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MEMORANDUM OF UNDERSTANDING
Between

MOUNT PLEASANT ELEMENTARY SCHOOL DISTRICT and EETD/Capacity grant districts.

This Memorandum of Understanding (the "MOU") is entered into by and between the **Mount Pleasant Elementary School District** (the "MPESD") and **EETD/Capacity grant districts,** effective as of Spring 2022 to June 2025.

Background

1. Mount Pleasant Elementary School District (LEA), in partnership with SJSU, formed a consortium (with Alum Rock Union School District, Berryessa Elementary School District, Evergreen Elementary School District, and Franklin McKinley School District) to pursue a CTC residency program capacity grant to develop a TK focused residency program.

    a. The CTC awarded the capacity grant to support consortium activities from April 2022 to August 2023. The CDE also awarded the consortium with an Early Educator Teacher Development Grant, to fund teacher professional development and academic coursework for three years (Nov 2022 through June 2025). Upon receipt of this grant funding Mount Pleasant, Elementary School District agrees to distribute funding as per the application to consortium districts as described in this MOU.

The Parties enter this Agreement to confirm their agreements regarding these matters.

2. MPESD RESPONSIBILITIES

MPESD will:

a. Oversee TK Capacity grant and EETD grant programs, ensure program functions as a consistently shared responsibility between consortium districts and SJSU: and facilitate communication between members of the program. MPESD will be responsible for the fiscal management of the EETD and residency capacity grants. Reports to the program management team.
b. Distribute funds to Consortium Districts once it receives an invoice from a district in the consortium for the following activities as described in the TK capacity grant budget and the revised EETD budget.

3. RESPONSIBILITIES OF CONSORTIUM DISTRICTS:

TK Capacity Grant:

Consortium Districts will invoice MPESD for the following grant-funded activities prior to the end

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of the TK Capacity period (August 2023).

- **Mentor Teacher Stipends:** for up to 3 participants for 5-day summer training, at $1,500 each, for a total of 12 mentors across districts.

Early Educator Teacher Development (EETD) grant:

Consortium Districts will invoice MPESD three times per year, on March 15, July 15, and October 15, for completed grant-funded activities, which can include:

- **TOSAs (Teacher on Special Assignment) Serving as PD Coaches**: Salary and benefits as specified in the EETD grant, plus stipends of $500 per coached teacher for year 2 and $568 for year 3.
- **Teachers participating in the PD/Coaching Cycles:** Subpay/Extended duty rate for up to $53/hour for 12 hours, paid to teachers participating in professional development and coaching for years 2 and 3.
- **Classified Staff: Partial tuition for BA** completion program ($2,875 for year 2, and $2,875 for year 3), and **Partial tuition for MS/PK-3 Credential** completion ($1,763 for year 2 and $1,763 for year 3)
- **Credentialed Teachers who Complete ECE Courses for TK Teaching**: **Tuition and Materials** to complete 4-5 ECE Courses for TK teaching ($5,500 per teacher for the duration of the grant) for full tuition and materials support for credential teachers seeking their ECE credits to qualify to be a TK teacher. Plus, **Stipend** of $2,000 for credentialed teachers seeking their ECE credits to qualify to be a TK teacher at the completion of coursework.

Consortium districts will submit tuition-related payments to SJSU for classified and certificated staff who are receiving funding through the EETD prior to invoicing MPESD. Districts may purchase required course materials for staff and/or reimburse staff for these purchases. Districts are encouraged, where possible, to supplement these grant dollars with additional available district funds to support teachers in paying tuition.

d. Submit invoice for reimbursement as specified below:

- Send invoice to Doctor MacArthur by mail (3434 Marten Ave., San Jose, CA 95148) or by email at emacarthur@mpesd.org, please copy Alice de La Rosa at adelarosa@mpesd.org
- Invoice must include name of the services for which you are invoicing as listed above in #3 and include the names of the participants.
- Confirm staff's participation prior to invoicing

Responsibilities of Consortium Districts Regarding The EETD Grant:
Each district is responsible for identifying a specified number of teachers and administrators for each Professional Development-related line item of the grant.

- One TOSA/Staff Coach to be a teacher coach for the 2023-24 academic year. In AY 2023-24, the TOSA will participate in up to 4 Coaching/PD cycles as the teacher coach, executing teacher observations for four to eight teachers (number specified in the EETD grant), participating in PD and Coaching debrief sessions.

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- Teachers for PD with coaching (number specified in the EETD grant)
- Teachers/staff for Standalone PD (number specified in the EETD grant)
- Administrators for Admin PD

PD participants should be identified by the districts no later than seven days prior to the training date. In the event that the district does not identify enough participants by this date. other districts may fill the slots with eligible staff

Each district will identify a specified number of staff and teachers for each tuition/degree-related line item of the grant:

- Classified staff for the online BA completion program and/or the traditional BA program. and Classified staff that have a BA and will complete a Multiple Subject credential
- Credentialed teachers seeking CD/ECE course units for TK teaching
- Tuition/Degree participants will be identified by the districts on a rolling basis. In the event that the district does not identify enough participants by the end of year 2. other districts may fill the remaining slots with eligible staff/teachers in year 3.

4. INSURANCE

The MPESD and **Consortium Districts** shall maintain a certificate of insurance in the Business Office of each respective office.

5. INDEMNIFICATION

a. The District agrees to indemnify, defend, and hold harmless MPESD and its affiliates, directors, trustees, officers, agents, and employees, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney's fees arising out of or resulting from the District's negligence, or in proportion to the District's comparative fault.

b. The MPESD agrees to indemnify, defend, and hold harmless the District and its affiliates, directors, trustees, officers, agents, and employees, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney's fees arising out of or resulting from the MPESD negligence, or in proportion to the MPESD comparative fault.

6. TERM AND TERMINATION

A. This Agreement shall be effective as of the date first written above and shall remain in effect through June 30, 2025 or end of the EETD grant period. This Agreement shall expire at the end of the Initial Term. Should the District apply for and receive additional funding for implementation or expansion of TK residency programs, an additional MOU will be required.

B. This Agreement may be terminated at any time without penalty by written agreement or upon 30 days advance written notice by one party to the other.

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7. GENERAL PROVISIONS

A. Amendments. This Agreement may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall take effect, it shall be reduced to writing and signed by the parties.

B. Assignment. Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this paragraph shall be void.

C. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

D. Entire Agreement. This Agreement, including any attached exhibits or agreements referenced in Sections I.A, is the entire agreement between the parties. No other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.

E. Endorsement. Nothing contained in this Agreement shall be construed as conferring on any party hereto any right to use the other party's name as an endorsement of product or service, or any right to advertise, promote, or otherwise market any product or service without the prior written consent of the other party.

F. Survival. Upon termination of this Contract for any reason, the terms, provisions, representations, and warranties contained in this Agreement shall survive expiration or earlier termination of this Agreement.

G. Severability. If any provision of this Agreement is held invalid by any law, rule, order of regulation of any government or by the final determination of any state or federal court, such invalidity shall not affect the enforceability of the Agreement and any other provision not held to be invalid.

H. No Agency. Nothing herein shall be construed to create an agency relationship between the Parties.

I. Governing Law. The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

J. Notices. Notices required under this Agreement shall be sent to the parties by mail, postage prepaid, at the addresses set forth below (or authenticated online):

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TO MPESD:

3434 Marten Ave.
San Jose, CA 95148
Attn: Elida MacArthur, Superintendent
emacarthur@mpesd.org
408-223-3710

To Consortium Districts/Contact Information:

	Name and Title	Address	Email	Phone #
ARUSD	Hilaria Bauer		hilaria.bauer@arusd.org	
BUSD	Roxane Fuentes		rfuentes@busd.net	
EESD	Dr. Antoine Hawkins		ahawkins@eesd.org	
FMSD	Juan Cruz		juan.cruz@fmsd.org	

1. EXECUTION

By signing below, each of the following represent that they have the authority to execute this Agreement and to bind the party on whose behalf their signature is made.

	Title and Name	Signature
ARUSD	Hilaria Bauer	DocuSigned by: Hilaria Bauer
BUSD	Roxane Fuentes	DocuSigned by: Roxane Fuentes
EESD	Dr. Antoine Hawkins	Dr. Antoine Hawkins
FMSD	Juan Cruz	Juan Cruz DocuSigned by:
MPESD	Elida MacArthur	Elida MacArthur

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: Purchasing Contract No.: _____ Vendor No.: 13257

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

☑ **MOU** (negotiated Agreement) ☐ **MASTER CONTRACT PARTICIPATION**

☐ Exhibit B & C (Fingerprinting and TB Test) ☐ Scope of Work/Proposal

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

Address: 500 El Camino Real City: Santa Clara State: CA Zip: 95053

Phone: (650) 544-4514 Email: ewallace@scu.edu

SSN: _____ Fed I.D. #: _____

CONTRACT TERM: start dates September 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.)

Payment agreement for a SCU Noyce Fellow to receive a salary supplement paid by Santa Clara University's School of Education and Counseling Psychology and distributed by the SCY Noyce Fellow's school district of employment.

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

____ a. **Fee Rate:** $_____ per _____ Not to Exceed _____ of services.

X b. **Other:** $ Zero cost to the District

Describe other related costs: _____

BUDGET CODE:

FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SB-OB 00	GOAL XXXX	FCTN XXXX	CST-CTR XXXXXX	LOC XXX	PROG XXXX	$ AMOUNT	ACCOUNTANT INITIALS
010	0000	0	5815	00	1110	1000	000000	600	7221	$0	8/22/24

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: 8/21/24

Director of Fiscal Services: _____ Date: 8/27/24

Asst. Supt., of Business Services: _____ Date: 8/27/24

Superintendent: _____ Date: _____

SCU NOYCE TEACHING FELLOWSHIP
MEMORANDUM OF UNDERSTANDING
BETWEEN
SANTA CLARA UNIVERSITY
AND
ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

The parties enter into this SCU Noyce Teaching Fellowship Memorandum of Understanding to create a payment agreement for a SCU Noyce Fellow to receive a salary supplement paid by Santa Clara University's School of Education and Counseling Psychology and distributed by the SCU Noyce Fellow's school district of employment.

A. PARTIES

1. Santa Clara University, through its School of Education and Counseling Psychology ("SCU")
2. Alum Rock Union Elementary School District ("District")

B. TERM

1. The term of this MOU shall be from September 13, 2024 to June 30, 2026. Any party may terminate this MOU upon written notice to the others should a party fail to fulfill the responsibilities set forth herein.

C. PARTY RESPONSIBILITIES

1. Santa Clara University School of Education & Counseling Psychology Responsibilities:
   a. Verify that the SCU Noyce Fellow has either a preliminary or clear single-subject mathematics teaching credential.

   b. Provide professional development support **during non-contracted hours** for the SCU Noyce Fellow to develop as a mathematics teacher.

   c. Provide the District up to $20,000 each academic year in two payments, that is to be disbursed as a salary supplement **less payroll deductions** through the District to the SCU Noyce Fellow. The total amount should not exceed $60,000 for the term of the agreement.

2. District Responsibilities:
   a. Employ the SCU Noyce Fellow in a full time teaching position with at least two class periods of mathematics instruction.

   b. If the SCU Noyce Fellow is in the first two years of working under a preliminary teaching credential, provide beginning teacher induction support as outlined by the California Commission on Teacher Credentialing (CTC).

   c. Communicate with SCU regarding any concerns related to the SCU Noyce Fellow.

d. Disbursements will go from SCU to the District during the academic year in one or more payments. Upon receipt of the disbursement, the District agrees to pay the SCU Noyce Fellow the full amount of the disbursement **less payroll deductions** as a salary supplement. The District agrees not to reduce the base salary of the SCU Noyce Fellow while the salary supplement is being received.

e. Cooperate in ensuring the completion of a rigorous project evaluation, including: providing the project evaluation team at University of California Santa Cruz, SCU's external evaluator, any relevant and necessary administrative data at the student and teacher level, requested by SCU, or its agents, including University of California Santa Cruz, in writing to the district and released in alignment with district's confidentiality policies and FERPA; encouraging teachers and administrators to complete evaluation surveys; and, if applicable, supporting SCU and University of California Santa Cruz in observing participating teachers in their classrooms. To further support observation of teaching, the District shall provide free and ready access to customary background check processes, procedures, and policies, to all non-District personnel observing classrooms or otherwise entering District properties in connection with this Agreement.

D. GENERAL TERMS

1. Insurance: SCU and District will procure and maintain in full force and effect adequate insurance or will self-insure their obligations under this Agreement.

   a. District shall furnish to SCU an underwriter's endorsement with a Certificate of Insurance stating that there is liability insurance presently in effect for the Agreement with a single limit of not less than $1,000,000 per occurrence, and $2,000,000 aggregate; and that vehicle insurance (where applicable) is in effect with a minimum coverage of $1,000,000 per occurrence. Upon District request, SCU will provide its certificate evidencing the above insurance coverage.

   b. The Certificate of Insurance shall provide:
      i. That the insurer will not cancel the insured's coverage without thirty (30) days prior notice to SCU;
      ii. Santa Clara University, its Trustees, officers, employees and agents, must be added by endorsement as insured, but only insofar as the operations under the Agreement are concerned.
      iii. That SCU will not be responsible for any premiums or assessments on the policy.

   c. The District agrees that the bodily injury liability insurance herein provided shall be in effect at all times during the term of the Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, the District agrees to provide at least thirty (30) days prior to said expiration date, a new Certificate of Insurance evidencing insurance coverage for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. In the event that the District fails to keep in effect at all time insurance coverage as provided herein, SCU may in addition to any other remedies it may have and in accord with the

Termination provision of this Agreement, terminate the Agreement upon occurrence of such event.

d. SCU and the District shall maintain Workers Compensation coverage for their respective employees in statutory limits as required by California law.

e. The limit of coverages set forth above is a minimum amount, and any situation where an unusually high risk of liability is present, SCU may require the District to carry insurance with a higher limit.

2. SCU and the District shall defend, indemnify, and hold one another, their Trustees, shareholders, officers, employees, students and agents harmless from and against any and all liability, loss, expenses, attorney's fees, or claims for injury or damages arising out of the performance of this MOU 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 omission of the indemnifying party, its officers, employees, or agents. This results in proportional liability such that each party is responsible for its own harm.

By signing below, the parties agree to fulfill the requirements set forth herein.

Executive Director (see below)	*Executive Director is Designee (see below)*	
Dean, SCU School of Education and Counseling Psychology	Dean or Designee Signature	Date
Kathy Sun	Kathleen Q Sun	8/19/24
SCU Noyce Executive Director Department of Education, SCU	Executive Director Signature	Date
District Representative Title	District Representative Signature	Date

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: Purchasing Contract No.: _____ Vendor No.: 013204

Social Emotional Learning (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: Saint Mary's College of California

Address: 1928 St. Mary's Road, PMB 4350 City: Moraga State: CA Zip: 94575

Phone: (925) 631-4700 Email: www.stmarys-ca.edu/soe

SSN: _____ Fed I.D. #: _____

CONTRACT TERM: start dates September 13, 2024 end date August 1, 2027

CONTRACTOR'S OBLIGATION:

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

Saint Mary's College of California Kalmanovitz School of Education internship program for students enrolled in the master's degree program for marriage and family therapy (MFT) and professional clinical counseling (PCC).

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

____ a. **Fee Rate:** $_____ per _____ Not to Exceed _____ of services.

X b. **Other:** $ NO COST

Describe other related costs: _____

BUDGET CODE:

FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SB-OB 00	GOAL XXXX	FCTN XXXX	CST-CTR XXXXXX	LOC XXX	PROG XXXX	$ AMOUNT	ACCOUNTANT INITIALS
010	0000	0	5815	00	1110	1000	000070	061	7221	$0.00	8/20/24

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: 8/22/24

Director of Fiscal Services: _____ Date: 8/29/24

Asst. Supt., of Business Services: _____ Date: 8/29/24

Superintendent: _____ Date: _____

Docusign Envelope ID: 7AC8FE17-9A85-4C53-ACE9-FD15F627856A

Kalmanovitz School of Education

Saint Mary's College of California
Kalmanovitz School of Education
www.stmarys-ca.edu/ksoe

MEMORANDUM OF UNDERSTANDING AND AGREEMENT TO PROVIDE EDUCATION SPECIALISTS, PUPIL PERSONNEL SERVICES, SCHOOL COUNSELING, EDUCATIONAL THERAPY, SCHOOL PSYCHOLOGY, AND TEACHING INTERNS

Required by Revised CTC Policy
CTC Program Sponsor Alert 13-06, July, 2014

This Memorandum of Understanding ("Agreement"), to provide pupil personnel services, school counseling, educational therapy, school psychology, and school teaching interns ("Interns") is entered into this 13th day of September 2024 ("Effective Date"), by and between **Saint Mary's College of California** ("College") and **Alum Rock Union School District** ("District").

RECITALS

WHEREAS, Saint Mary's desires to place Saint Mary's students enrolled in teacher training curricula and/or Saint Mary's students enrolled in counselor training curricula (collectively, "Interns"), in appropriate locations whereby Interns may gain practical teaching or counseling experience as an important element of the Interns' education and training by Saint Mary's School of Education; and

WHEREAS, Saint Mary's is accredited by the Western Association of Schools and Colleges and is approved by the California Commission on Teacher Credentialing ("CCTC") as a teacher and counselor education institution providing classroom training and securing placement in various schools and school districts for practical training as Interns, and District benefits from the services and assistance of Interns in District's teaching and counseling environments; and

WHEREAS, any such agreement may provide for the payment in money or in services for the services rendered by District in any amount not to exceed the actual cost to District of the services rendered; and

WHEREAS, it has been determined between the parties hereto that the value of the services to be rendered to District under this Agreement do not exceed the actual cost to District of the services rendered by District.

TERMS

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, College and District agree as follows:

I. Responsibilities Shared by Saint Mary's College and the District

A. The College and the District share responsibility for providing each Intern with 189 minimum hours of annual support, mentoring and supervision. The 189 hours will include 144 hours of support, mentoring, and supervision in general education and/or special education and an additional 45 hours of annual support, mentoring, and supervision related to teaching English learners. (See appendix A)

B. Consistent with CTC policy, Interns who begin their assignment after the beginning of the school year shall receive a minimum level of support, mentoring, and supervision equal to four hours times the number of instructional weeks remaining in the school year.

Docusign Envelope ID: 7AC8FE17-9A85-4C53-ACE9-FD15F627856A

C. Interns who are (a) appointed at a time base of less than 1.00 FTE or (b) appointed after the start of the school year, shall receive the appropriate prorated levels of all support mentioned in this MOU (sections 2.0, 4.0, 5.0, 6.0, Appendix A).

D. A minimum of two hours of support, mentoring, and supervision shall be provided to an intern teacher every five instructional days.

E. The District certifies that this MOU has been reviewed and approved by the local organization representing the District's teachers in collective bargaining.

II. The College Personnel and Resource Support

A. College Program Intern Coordinator

College Intern Coordinator will: (a) Support all program Interns; (b) Assist and monitor all Interns and College Supervisors, and (c) Work closely with the District's Employer Provided Mentors. The College Program Intern Coordinator will provide training to all College Supervisors (CS) and will coordinate training of Employer Provided Mentors (EPM) with the district. The College Program Intern Coordinator will monitor the intern's completion of the Intern Support Record, documenting that the required number of hours of Support/Mentoring and Supervision have been met.

B. College Supervisor

The College shall designate a College Supervisor (CS) to provide support, mentoring and supervision. It shall be the responsibility of the College to provide compensation and/or release time to the CS. The CS shall possess each of the following qualifications:

a. Current knowledge of the content the intern teaches,
b. Understanding of the context of public schooling,
c. Ability to monitor best professional practices in teaching and learning, scholarship, and service,
d. Knowledge about diverse abilities, cultural, ethnic and gender diversity, and English language development
e. Thorough grasp of the academic standards, accountability systems that drive the curriculum of public schools

III. District Personnel and Resource Support

A. Employer Provided Mentor

The District shall designate an Employer Provided Mentor (EPM) to provide Support/Mentoring and Supervision to each Intern. It shall be the responsibility of the District to provide compensation and/or release time to the EPM. The EPM shall possess each of the following qualifications:

a. Valid corresponding Clear or Life credential (same as the Intern will earn)
b. Three years successful teaching experience, and
c. English Learner (EL) Authorization

B. College Supervisor – Employee Provided Mentor Meetings

The intern, the CS and the EPM shall meet in person at least **3** times per semester (once every 4-6 weeks) to discuss the Intern's progress. The CS and the EPM shall be in contact at least once every two weeks.

C. Employee Provided Mentor Training

The District is responsible for the training of EPMs with the assistance of the College Program Intern Coordinator.

IV. College Provided Support, Mentoring, and Supervision

A. General Education **and/or Special Education** Observations by College Supervisor
B. 12 visits to observe the Intern teaching, followed by one-on-one conferences totaling at least **24 hours.**

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C. EL Observations by College Supervisor
D. 6 visits to observe the Intern teaching English Learners, followed by one-on-one conferences addressing issues related to English learners totaling at least **12 hours**.
E. Email and Phone Support by College Supervisor
F. CS will provide **30 hours** per academic year of support and mentoring via email and phone
G. Intern Seminars
H. Interns will receive face-to-face seminars as part of college coursework for a total of **12 hours**.
I. Intern Support Record
J. The College Program Intern Coordinator will communicate with interns by email and/or phone and will monitor their completion of the Intern Support Record on Task Stream a minimum of **10 hours**.

V. District Provided Support, Mentoring, and Supervision

(General Education **and/or** Special Education Support and Supervision by Employee Provided Mentor.)

A. The Employee Provided Mentor (EPM) will provide a minimum of **26 hours** of support/mentoring and supervision during the school day, including coaching, modeling, and demonstrating within the classroom, assistance with course planning and problem-solving regarding students, curriculum, and development of effective teaching methodologies
B. English Learner Support and Supervision by Employee Provided Mentor
C. The EPM will provide a minimum of **10 hours** of support and supervision related to English Learners during the school day.
D. District and School Site Professional Development and Meetings
Interns will attend a minimum of **60 hours** of District and school site-sponsored events including New Teacher Orientation, Grade Level, Department Meetings, Faculty meetings, and Professional Develop Seminars.

VI. Literacy Teaching Performance Expectations

The District acknowledges that teacher candidates (Intern or College Intern) are required to take and pass a Commission approved Literacy Performance Assessment. To that end, District placements must provide students the opportunity to practice teaching TPE 7 (https://www.ctc.ca.gov/docs/default-source/educator-prep/standards/literacy-tpes.pdf?sfvrsn=9e802cb1_2) in one-on-one, small group or whole group settings in the following areas to support literacy instruction for all students:

A. **Foundational Skills. Multiple Subject Candidates:** Develop students' skills in print concepts, including letters of the alphabet; phonological awareness, including phonemic awareness; phonics, spelling, and word recognition, including letter-sound, spelling-sound, and sound-symbol correspondences; decoding and encoding; morphological awareness; and text reading fluency, including accuracy, prosody (expression), and rate (as an indicator of automaticity), through instruction that is structured and organized as well as direct, systematic, and explicit and that includes practice in connected, decodable text. **Multiple Subject and Single Subject English Candidates:** Provide instruction in text reading fluency that emphasizes spelling and syllable patterns, semantics, morphology, and syntax. **Multiple Subject and Single Subject Candidates:** Advance students' progress in the elements of foundational skills, language, and cognitive skills that support them as they read and write increasingly complex disciplinary texts with comprehension and effective expression.

B. **Meaning Making.** Engage students in meaning making by building on prior knowledge and using complex literary and informational texts (print, digital, and oral), questioning, and discussion to develop students' literal and inferential comprehension, including the higher-order cognitive skills of reasoning, perspective taking, and critical reading, writing, listening, and speaking across the disciplines. Engage students in reading, listening, speaking, writing, and viewing closely to draw evidence from texts, ask and answer questions, and support analysis, reflection, and research.

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C. **Language Development**. Promote students' oral and written language development by attending to vocabulary knowledge and use, grammatical structures (e.g., syntax), and discourse-level understandings as students read, listen, speak, and write with comprehension and effective expression. Create environments that foster students' oral and written language development, including discipline-specific academic language. Enhance language development by engaging students in the creation of diverse print, oral, digital, and multimedia texts. Conduct instruction that leverages students' existing linguistic repertoires, including home languages and dialects, and that accepts and encourages translanguaging.

D. **Effective Expression.** Develop students' effective expression as they write, discuss, present, and use language conventions. Engage students in a range of frequent formal and informal collaborative discussions, including extended conversations, and writing for varied purposes, audiences, and contexts. Teach students to plan, develop, provide feedback to peers, revise using peer and teacher feedback, edit, and produce their own writing and oral presentations in various genres, drawing on the modes of opinion/ argumentation, information, and narration. Develop students' use of keyboarding, technology, and multimedia, as appropriate, and fluency in spelling, handwriting, and other language conventions to support writing and presentations. Teach young children letter formation/printing and related language conventions, such as capitalization and punctuation, in conjunction with applicable decoding skills.

E. **Multiple Subject and Single Subject English Candidates.** Monitor students' progress in literacy development using formative assessment practices, ongoing progress monitoring, and diagnostic techniques that inform instructional decision making. Understand how to use screening to determine students' literacy profiles and identify potential reading and writing difficulties, including students' risk for dyslexia and other literacy-related disabilities. Understand how to appropriately assess and interpret results for English learner students. If indicated, collaborate with families and guardians as well as with teachers, specialists, other professionals, and administrators from the school or district to facilitate comprehensive assessment for disabilities in English and as appropriate in the home language; plan and provide supplemental instruction in inclusive settings; and initiate referrals for students who need more intensive support.

F. Plan and implement evidence-based literacy instruction (and integrated content and literacy instruction) grounded in an understanding of Universal Design for Learning; California's Multi-Tiered System of Support (Tier 1–Best first instruction, Tier 2–Targeted, supplemental instruction, and Tier 3–Referrals for intensive intervention); and the California Dyslexia Guidelines, including the definition and characteristics of dyslexia and structured literacy (i.e., instruction for students at risk for and with dyslexia that is comprehensive, systematic, explicit, cumulative, and multimodal and that includes phonology, orthography, phonics, morphology, syntax, and semantics).

VII. Additional Support Provided by the College and District (Shared Responsibility)

A. The CS, the EPM, and the intern will meet at least six times (3 per semester) for a minimum of **6 hours**.

B. Individualized Intern Plan
   a. The CS, EPM, and the Intern shall develop the Individualized Intern Plan (IIP) during the first three weeks of school year.
   b. The IIP will specify the support, mentoring, and supervision the Intern will receive so that the total hours of annual Support/Mentoring and Supervision equal to 144 hours plus 45 additional hours specific to the needs of English Learners.
   c. The plan shall be approved by the College Program Intern Coordinator. The following are suggested mentoring activities that may be included in the plan, in addition to those mentioned above:
      1. Observation of others teaching
      2. Supervision of the Intern
      3. Conferences, in person
      4. Email or telephone conferences
      5. Grade level/department meetings
      6. Instructional planning
      7. Logistical help before or after school (bulletin boards, seating arrangements)

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8. Participation in District or Regional conferences
9. Review and discuss test results
10. Editing work-related writing (letters to parents, announcement, etc.)
11. Completion of interactive journal (Intern and either CS or EPM)
12. Mentoring activities specific to Special Education interns such as the development of IEPs and conferences with general education teachers

VIII. Accountability

A. Intern Contract

a. Each Intern will sign a contract agreeing to the terms and responsibilities outlined in the contract and MOU.
b. The Intern Contract will include the names of the College Supervisor and the Employer Provided Mentor.
c. By signing the contract the intern acknowledges that the internship may be revoked if the terms are not met.
d. The internship will commence only after a signed contract has been submitted by the intern to the Program Coordinator.

B. Individual Intern Profile

a. The College will maintain a computer-based Individual Intern Profile (IIP) for each Intern, summarizing the type and quantity of Support/Mentoring and Supervision each Intern receives
b. The College, the District, and the Intern will all provide information, as requested, to the College Program Intern Coordinator.
c. Intern will register and provide all information as required by the Intern Contract and this MOU.

C. Intern Support Record

a. Each College intern will complete an Intern Support Record each semester, documenting the support received from College and District personnel
b. The College Program Intern Coordinator will monitor completion of the Intern Support Records on Task Stream.

D. Oversight by The Director of Assessment and Accreditation

a. The College Director of Assessment and Accreditation, working with the College Program Intern Coordinator, shall make recommendations to the College Chair of the Department of Education, the Program Coordinators, and the Dean of the Kalmanovitz School of Education regarding the performance of the College Supervisors and the performance of the District in meeting all requirements including in this MOU.
b. The Director of Assessment and Accreditation is responsible for reporting compliance with the Intern Support requirements to CTC.

E. Oversight by the Dean of the Kalmanovitz School of Education (KSOE)

a. The KSOE Dean or his/her designee shall notify appropriate District administrators if the College has concerns about the performance of District personnel
b. If the District does not provide the support specified in this MOU, the intern will be placed in an alternate site as deemed appropriate by the Program Coordinator.

F. Oversight by District Administrator

a. Appropriate District administrators shall notify the Dean of the KSOE if they have concerns about the performance of College personnel.

G. Certificate of Clearance

In accordance with California Education Code Section 44320, each candidate must complete Live Scan service and obtain fingerprint clearance prior to beginning their assignment. College shall advise candidates

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of their obligation to submit to fingerprinting and to obtain clearance in advance of beginning their assignment.

H. Tuberculosis Clearance

In accordance with California Education Code Section 49406, each candidate prior to assignment to the District must obtain at the candidate's sole expense an examination by a licensed physician or surgeon within the past 60 days to determine that they are free of active tuberculosis, prior to beginning their assignment in the District. College shall advise candidates of their obligation to provide at their own expense evidence of tuberculosis clearance by a medical professional to the District prior to their assignment start date.

IX. INDEMNITY

College agrees to protect, hold harmless, indemnify and defend District (including its officers, officials, and employees) from any and all liability (including reasonable attorneys fees) resulting from injury to or death sustained by any person or damage to property of any kind, to the extent arising from the negligence of the College.

District agrees to protect, hold harmless, indemnify and defend College (including its trustees, officers, regents and employees) from any and all liability (including reasonable attorneys fees) resulting from injury to or death sustained by any person or damage to property of any kind, arising out of the negligence of District. Furthermore, District, being the employer of Intern, will fully indemnify College for any employment related claim made by Intern or arising out of Intern's services or employment, including claims by third parties regarding Intern's employment related conduct.

X. INSURANCE

District agrees to keep in full force and effect, during the term of this Agreement, insurance to meet the obligations and liabilities hereunder and such insurance shall include but not be limited to the following:

Commercial General Liability and Auto Liability with limits of not less than $1,000,000 per occurrence, and $3,000,000 in the aggregate, for bodily injury, personal injury and property damage, endorsed to name the other party to the contract as additional insured;

Medical Professional Liability with limits of not less than $1,000,000 per occurrence, and $3,000,000 in the aggregate;

Workers' Compensation coverage with statutory limits; and

Employers Liability coverage with limits of not less than $1,000,000 per occurrence, and $3,000,000 in the aggregate.

Each insurance policy required above shall be endorsed to state that coverage shall not be suspended, voided, or canceled except after sixty (60) days prior written notice by certified mail, return receipt requested, has been given to the College.

District shall cause to be issued to College evidence of such insurance prior to the commencement of this Agreement and annually thereafter.

XI. DISPUTES

In the event that a dispute arises between the parties with regard to the rights or duties created by this Agreement, or in the event of a breach of this Agreement by either party, the parties hereto agree to meet and confer in good faith in an effort to resolve the dispute or issue.

In the event the parties are unable to resolve the dispute by a direct mutual meeting within thirty (30) days after the dispute has arisen, the parties may take appropriate legal action.

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XII. GENERAL PROVISIONS

A. Term of Agreement. The term of this Agreement shall commence on the thirteenth day of **September 2024** and shall terminate on the first day of **August 2027**.

B. Termination. This Agreement may be terminated by either party without cause upon thirty (30) days prior written notice; provided, however, that any such termination by District shall not be effective as to any Intern who at the date of mailing of the notice by District was receiving practical experience through an internship within District until the Intern has completed his or her internship, except at the election of College.

C. Entire Agreement; Modification. This Agreement contains all the terms between the parties and may be modified only in writing signed by both parties.

D. Applicable Law. The terms and conditions of this Agreement shall be interpreted in accordance with the laws of the State of California with venue for all disputes in the Superior Court of Contra Costa County.

E. Severability. In the event any court of competent jurisdiction determines that any paragraph or subparagraph of this Agreement is invalid or unenforceable for any reason, all remaining paragraphs or subparagraphs shall remain in full force and effect.

F. Confidentiality. Both parties shall protect the confidentiality of each other's records and information, and shall not disclose confidential information without the prior written consent of the other party. In the event that District has specific policies and procedures that may relate to College's direct receipt of confidential information, College will agree to comply with such policies and procedures upon presentation of the policies and procedures.

G. Notices. Any notice to either party hereunder must be in writing signed by the party giving notice, and shall be served either personally or by registered or certified mail addressed as follows:

If to College:	**If to District:** (please complete below)
Saint Mary's College of California	Attn: Julieta Flores
KSOE C/O Dora Scott	Social Emotional Learning Dept.
1928 St. Mary's Rd., PMB 4350	1990 Kammerer Avenue
Moraga, CA 94575	San Jose, CA 95116
Email: das19@stmarys-ca.edu	julieta.flores@arusd.org

H. Family Educational Rights and Privacy Act. All parties will maintain in strict confidentiality all student information and will not share, sell, or use such information for any purpose other than in a manner that is fully in compliance with the terms of the federal Family Educational Rights and Privacy Act (20 U.S.C. § 1232(g)) ("FERPA") and all other applicable laws regarding the disclosure, maintenance and preservation of confidentiality of student records. All parties further agree to abide by the limitations on re-disclosure of personally identifiable information from education records set forth in The Family Educational Rights and Privacy Act (34 CFR § 99.33 (a)(2)).

I. General Data Protection Regulation. The parties acknowledge that personally identifiable information may be protected by other regulations including the General Data Protection Regulations ("GDPR") of the European Union, and that generally this data cannot be shared, sold, or used for any purpose other than in a manner that is fully in compliance with such regulations, and all other applicable laws regarding the disclosure, maintenance and preservation of personally identifiable information.

J. Non-Discrimination. In compliance with applicable law and its own policies, College is committed to recruiting and retaining a diverse student and employee population and does not discriminate in its admission of students, hiring of employees, or in the provision of employment benefits to employees and educational

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programs, activities, benefits and services to students, including but not limited to scholarship and loan programs, on the basis of race, color, religion national origin, age, sex/gender, marital status, ancestry, sexual orientation, medical condition or physical or mental disability. District represents and warrants that it has the same or a substantially similar non-discrimination policy that covers each item identified herein.

K. Status of the Parties. It is expressly understood and agreed that this Agreement is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association between College and District; rather it is an affiliation between independent contractors, these being College and District.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties hereto, and shall be binding upon them as of the Effective Date.

SAINT MARY'S COLLEGE OF CALIFORNIA	ALUM ROCK UNION SCHOOL DISTRICT
Signature: DocuSigned by: Marc Loupe B3239076ED5B468	Signature: _____
Marc Loupé	Emmanuel Barbara
Interim Vice President for Finance and Administration	Interim Superintendent
Date: 8/21/2024	Date: _____

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Appendix A

Intern Support: A Shared Commitment to Excellence in Teaching

190 Hours of Support per School Year

SMC Support: College Supervisor (CS),College Program Intern Coordinator	District Support: Employer Provided Mentor (EPM)	Shared Responsibility
Regular Ed/Special Ed: CS Observations and Conferences • 12 observations of the Intern teaching and follow-up conferences (2 hours each) EL: CS Observations and Conferences • **6 observations** of the Intern teaching EL and follow-up conferences (2 hours each) **Total 36 hours** **(1 hour per week)**	Regular Ed/Special Ed: EPM Support, Mentoring and Supervision • **26 hours** of support, mentoring, and supervision within the school day EL: EPM Support and Supervision • **10 hours** of support, mentoring, and supervision related to English Learners during the school day **Total 36 hours** **(1 hour per week)**	Intern, CS, EPM Meetings • The intern, the CS and the EPM (and EPM-EL) shall meet in person at least three times per semester (6 meetings, 1 hour each) to discuss the Intern's progress. • During the first meeting the intern, the CS and the EPM will develop an Individualized Intern Plan (IIP), describing the support, mentoring and supervision the intern will receive The plan shall be approved by the College Program Intern Coordinator. **Total 6 hours**
CS Email, Phone Support • CS will provide **30 hours** per academic year of support and mentoring via email and/or phone **Total 30 hours**	District/School-Sponsored Professional Development and Meetings • Interns will attend a minimum of 60 hours of district and school site-sponsored professional development and meetings including new teacher orientation, grade level, department meetings, faculty meetings, and professional development seminars **Total 60 hours**	The CS and the EPM (and EPM-EL) shall exchange emails at least once every two weeks
Intern Seminars • Faculty will lead face-to-face seminars focusing on problem solving with students, curriculum, and instruction for regular education and EL students (one seminar embedded in coursework per semester) **Total 12 hours**		
• The College Program Intern Coordinator will communicate with interns by email and/or phone and will monitor their completion of the Intern Support Record on Task Stream **Total 10 hours**		

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 22063

Submitted by: Imee Almazan

☐ Independent Contract ☑ MOU

☐ Master Contract

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

Name of Individual/Company: Assistance League of San Jose - Operation School Bell

Address: P.O. Box 20174 City: San Jose State: CA Zip: 9516

Phone: (408) 921 4369 Email Address: claudiabuchner@comcast.net

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on September 13, 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").

Assistance League of San Jose will furnish a designated number of uniforms to students at Cassel, Cureton, Dorsa, Aptitude at Goss, Hubbard, Lyndale, McCollam, Meyer, Painter, Russo/McEntee, Ryan and San Antonio as well as Foster Youths.

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:** $ No Cost (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	3130	000000	340	7221	NO COST	8/21/24

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: 85a089d87f7df0af1fd52a79c2f036a58265e836

AGREEMENT WITH A SCHOOL/DISTRICT

assistance league San Jose

This agreement is entirely entered into by Assistance League of San Jose hereinafter referred to Assistance League at PO Box 20174, San Jose, CA 95160 and Alum Rock School District hereinafter referred to as Schools located, at theSchool Sites mentioned below.

Operation School Bell is a philanthropic program designed by Assistance League to provide any or all of the following: Assistance League of San Jose - Operation School Bell serves the students of Cassel, Cureton, Dorsa, Aptitude at Goss, Hubbard, Lyndale, McCollam, Meyer, Painter, Russo/McEntee, Ryan and San Antonio schools. Pants, polo shirts and socks are delivered every August/September. Sweatshirts are provided in January. The following school clothing closets are also provided with clothing and sweatshirts Adelante I Immersion and Adelante II. Uniform clothing and sweatshirts are also provided to the Alum Rock Homeless and Foster Youth program. Each school is scheduled for delivery of clothing in August and December. In addition, each school has a School Liaison from ALSJ to confirm deliveries, comment on programs and submit a survey of needs for the coming year or other services as designed in this agreement.

1. Obligations of Assistance League.

a. Assistance League shall furnish: a designated number of two sets of uniforms and two pairs of socks to students in need

Service will be provided to: students as needed until designated program funds are exhausted.

b. Assistance League shall assume all financial obligations relative to the provision or purchase of the items described in 1.a.

c. Financial contributions to this program by Assistance League shall be made only as stipulated in the terms of this agreement.

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d. Assistance League shall maintain liability insurance coverage for this program. Assistance League shall defend, indemnify and hold School harmless against all claims arising as a result of the sole negligence or willful misconduct of Assistance League.

e. Assistance League recommends completion of the **Three-Year Programs Agreement Review Form** for chapter records.

2. Obligations of School.

a. Maintain liability insurance coverage for this program. School shall defend, indemnify and hold Assistance League harmless against all claims other than as set forth in 1.d. above.

b. Appoint a contact person to interface with Assistance League.

c. School personnel shall identify prospective recipients or participants.

d. If students must be transported to the Operation School Bell facility or store for outfitting. Schools shall coordinate and provide such transportation at its expense.

3. Public Relations.

a. Assistance League shall have prominent identification with the program.

b. Assistance League shall reserve the right to review and approve all publicity releases, brochures and other materials relative to the program, all of which shall mention Assistance League.

c. Photos and names of recipients shall not be used without written permission of those directly involved. (Refer to Consent Regarding Photographs)

4. Term, Renewal and Termination.

Doc ID: 85a089d87f7df0af1fd52a79c2f036a58265e836

The term of this agreement is three (3) years, together with four (4) three-year (3) renewal periods. This agreement shall automatically renew every three years on the same terms and conditions, unless modified in writing, for a maximum of four (4) renewals.

It is the intention of Assistance League to continue this program for an indefinite period of time. However, when either party determines it can no longer abide by the terms of this agreement, it may terminate this agreement by giving ninety (90) days written notice to the other party. In the case of termination, all assets shall return to the rightful owners as set forth in this agreement and neither party shall have any further obligation thereafter.

5. Memorandum of Understanding/Other Agreement

If a Memorandum of Understanding or other agreement is required by the School, it is the responsibility of the Assistance League to have all documents reviewed by legal counsel.

6. Signatures and Dates.

Assistance League of San Jose

Signature: Karen VHengst Date: 08 / 14 / 2024

Printed Name: Karen Hengst Title: President

Alum Rock Union Elementary School District

Signature: _____ Date: _____

Printed Name: Emmanuel Barbada Title: Interim Superintendent

Doc ID: 85a089d87f7df0af1fd52a79c2f036a58265e836

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. 22063

Submitted by: Imee Almazan

☐ Independent Contract ☐ Master Contract ☑ MOU

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: Assistance League of San Jose-Readers are Leaders

Address: P.O. Box 20174 City: San Jose State: CA Zip: 9516

Phone: (408) 921 4369 Email Address: claudiabuchner@comcast.net

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on September 13, 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").

Assistance League of San Jose - Readers are Leaders will provide volunteers to read six times a year to students in 2nd and 3rd grades, and to any 1st or 4th grade students in 1st/2nd or 3rd/4th combination classes. All books and enrichment activities will be donated to the classroom libraries of the teachers in whose classes we read. When our budget allows, we will donate books to the students in the classrooms served by RAL volunteers. Participating schools in ARUSD are Linda Vista, Lyndale, and Ryan STEAM Academy.

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:** $ No Cost (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	3130	000000	340	7221	NO COST	8/26/24

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

Doc ID: b5773c831dbbe534779d05b0176fe38d11d21aec

AGREEMENT WITH A SCHOOL/DISTRICT

assistance league San Jose

This agreement is entirely entered into by Assistance League of San Jose hereinafter referred to Assistance League at PO Box 20174, San Jose, CA 95160 and Alum Rock School District hereinafter referred to as Schools located, at theSchool Sites mentioned below.

Assistance League of San Jose - **Readers are Leaders** will provide volunteers to read six times a year to students in 2nd and 3rd grades, and to any 1st or 4th grade students in 1st/2nd or 3rd/4th combination classes. All books and enrichment activities will be donated to the classroom libraries of the teachers in whose classes we read. When our budget allows, we will donate books to the students in the classrooms served by RAL volunteers. Participating schools in ARUSD are Linda Vista, Lyndale, and Ryan STEAM Academy.

1. Obligations of Assistance League.

a. Assistance League shall furnish: its service of volunteers to read to students, books

that will further instill the love of reading and motivate students to read on their own

and/or with their families.

Service will be provided to: second and third grade students as needed until designated program funds are exhausted.

b. Assistance League shall assume all financial obligations relative to the provision or purchase of the items described in 1.a.

c. Financial contributions to this program by Assistance League shall be made only as stipulated in the terms of this agreement.

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d. Assistance League shall maintain liability insurance coverage for this program. Assistance League shall defend, indemnify and hold School harmless against all claims arising as a result of the sole negligence or willful misconduct of Assistance League.

e. Assistance League recommends completion of the **Three-Year Programs Agreement Review Form** for chapter records.

2. Obligations of School.

a. Maintain liability insurance coverage for this program. School shall defend, indemnify and hold Assistance League harmless against all claims other than as set forth in 1.d. above.

b. Appoint a contact person to interface with Assistance League.

c. School personnel shall identify prospective recipients or participants.

d. If students must be transported to the Operation School Bell facility or store for outfitting. Schools shall coordinate and provide such transportation at its expense.

3. Public Relations.

a. Assistance League shall have prominent identification with the program.

b. Assistance League shall reserve the right to review and approve all publicity releases, brochures and other materials relative to the program, all of which shall mention Assistance League.

c. Photos and names of recipients shall not be used without written permission of those directly involved. (Refer to Consent Regarding Photographs)

4. Term, Renewal and Termination.

Doc ID: b5773c831dbbe534779d05b0176fe38d11d21aec

The term of this agreement is three (3) years, together with four (4) three-year (3) renewal periods. This agreement shall automatically renew every three years on the same terms and conditions, unless modified in writing, for a maximum of four (4) renewals.

It is the intention of Assistance League to continue this program for an indefinite period of time. However, when either party determines it can no longer abide by the terms of this agreement, it may terminate this agreement by giving ninety (90) days written notice to the other party. In the case of termination, all assets shall return to the rightful owners as set forth in this agreement and neither party shall have any further obligation thereafter.

5. Memorandum of Understanding/Other Agreement

If a Memorandum of Understanding or other agreement is required by the School, it is the responsibility of the Assistance League to have all documents reviewed by legal counsel.

6. Signatures and Dates.

Assistance League of San Jose

Signature: Karen V Hengst _____ Date: 08 / 14 / 2024 _____

Printed Name: Karen Hengst _____ Title: President _____

Alum Rock Union Elementary School District

Signature: _____ Date: _____

Printed Name: Emmanuel Barbada _____ Title: Interim Superintendent _____

Doc ID: 85a089d87f7df0af1fd52a79c2f036a58265e836

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: **Purchasing** Contract No.: _____ Vendor No.: 10547

Student Services/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, 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: SCCOE - Community Schools

Address: 1290 Ridder Park Dr City: San Jose State: CA Zip: 95131

Phone: (408) 453 6500 Email: tjones@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.)

SCCOE will provide community school services to Middle school students released by ARUSD for discipline reasons that will be enrolled in the SCCOE Community School Programs. Student Services has reserved 3 allotments and SPED has reserved 1 allotment for the 24-25 school year.

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:** $13,000 per slot Not to Exceed 4 slots of services.

_____ b. **Other:** $_____

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
010	0000	0	7130	00	9000	9200	000000	340	1823	$39,000.00	8/20/24
080	6500	0	7130	000	5001	9200	000000	380	1820	$13,000.00	

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: 8/26/24

Director of Fiscal Services: _____ Date: 8/29/24

Asst. Supt., of Business Services: _____ Date: 8/27/24

Superintendent: _____ Date: _____

Santa Clara County Office of Education

Memorandum of Understanding
between
Santa Clara County Office of Education
and
Alum Rock Union School District

This Memorandum of Understanding (MOU), hereinafter referred to as the "Agreement", is between the Santa Clara County Office of Education (SCCOE) and Alum Rock Union School District (the "Agency"). SCCOE and the Agency can each be referred to as the "Party" or collectively as the "Parties" for the purpose of this Agreement.

1. Overview

This Agreement outlines the responsibilities and commitments of each Party regarding SCCOE providing community school services to School District.

2. Goals

☒ Improve access to inclusive, equitable, high-quality education.
☒ Provide quality support to districts, schools, students, and communities.
☒ Be a premier service organization.

The SCCOE operates community schools which provide services ("Community School Services") for students of Santa Clara County; and the SCCOE is able to fund Community School Services on an ongoing basis only if enrollment is sufficient to generate state Average Daily Attendance (ADA) funding, and the allotment fees are adequate for a significant portion of such ongoing operations; and, the School District desires to have access to the Community School Services for its resident students.

3. Responsibilities

3.1. The Agency Responsibilities:

Designation of Students. The School District shall notify the SCCOE in writing of the projected number of students the School District intends to enroll with the SCCOE to provide education at the SCCOE community schools during the ensuing school year. The number of allotments will be used to project staffing rates for the coming school year.

District Release. Only students released by their district of residence will be enrolled in community schools. A released student will be continuously enrolled for the entire school year, unless the district withdraws the student, or the student is terminated by community schools and referred back to District of Residence

3.2. Successors. Should School District reorganize in accordance with state statutes, this Agreement shall be considered a liability of School District, not the SCCOE, and shall be carried by the successor school district or districts.

3.3. The SCCOE Responsibilities:

Provision of Services. Upon payment described below, the SCCOE shall provide Community School Services in the ensuing school year for the number of students designated by School District pursuant to Paragraph 1. Students can be referred to SCCOE programs with or without an expulsion. For

students with an IEP, it is essential that their level of services is aligned with the level of program referred to. Special Education referrals are routed through the Special Education Office to ensure that the student level of disability can be addressed at the Community School. Students may receive direct instruction, have access to online courses, engage in social emotional pro-social activities, participate in field trips to enhance their academic program, have work experience, and meet to discuss post-secondary planning. In addition, they will have access to weekly social emotional counseling (MSW/MFT) to help them meet the terms of their referral/expulsion plan and student need.

Additional Students. The SCCOE, at its sole and exclusive discretion, may offer Community School Services to more students from School District than were designated pursuant to Paragraph 1 ("Additional Student(s)") based on availability of space in the community schools. For each allotment/seat costs that were generated from Districts referring more students than allotments purchased will be billed at the end of the fiscal year.

Monthly Notice & Semester Notice. The SCCOE provides the School District a monthly report (commencing in October) of the number of students that the School District has enrolled at the SCCOE community school and/or programs pursuant to this Agreement, and how many designated spaces remain available for the School District for that school year. This is reported in the monthly District Representative Meetings. At the end of each semester the student roster will be reviewed and students who are either transferring back to District or not attending will be dropped from the district allotment/seat amount, thus freeing up potential seats for placements for the next semester.

3.4. Notice to the Parties. Notices required under this MOU shall be sent to the parties by certified US mail or email at the addresses set forth below, provided however, that the monthly notices may be provided via e-mail with the mutual agreement of the Parties:

Santa Clara County Office of Education		**Alum Rock Union School District**	
CONTACT PERSON	Tiffany Jones	CONTACT PERSON	Imee Almazan
STREET ADDRESS	1290 Ridder Park Drive MC 213	STREET ADDRESS	2390 Gay Avenue
CITY, STATE, ZIP	San Jose, CA 95131	CITY, STATE, ZIP	San Jose, CA 95127
TELEPHONE	408-573-3208	TELEPHONE	(408) 928-6947
FAX	408-453-4243	Fax	
EMAIL ADDRESS	tjones@sccoe.org	EMAIL ADDRESS	imee.almazan@arusd.org

4. Duration of Agreement

This Agreement begins on **07/01/2024** and ends on **06/30/2025**

5. Articulation of Monies/Compensation

Community School Allotments purchased for **2024-25 school year** is **4** at $13,000 per slot for a total of **$ 52,000.00** .

To properly budget for Community School Services, the SCCOE needs to know at least by **February 24** of the prior school year how many of the School District's resident students will participate in the SCCOE's community schools.

Payment for Services. For the 2024-25 school year and effective **Thursday August 1, 2024,** the School District shall pay the SCCOE an initial per-allotment/per-seat amount of $13,000 per anticipated use to ensure that appropriate staff levels are achieved. **Allotments purchased after July 1, 2024, for the 2024-25 school year will be billed at $18,000 per student**. On a monthly basis commencing in October of each year, the Alternative Education Department will provide monthly updates to districts that include current enrollment, open seats, referred students, student transitions, court school topics, grades, credits, legislation updates that impact court and community schools, and program updates. This report illustrating allotment/seat usage will be reported back to the district during the District Rep Meetings held at SCCOE. The SCCOE strongly recommends that districts send a representative to this meeting to ensure effective collaboration between SCCOE, districts, county probation, juvenile courts, and community-based partners.

At the end of the school year a summary of usage will be provided to the District. The per-allotment/per-seat amount provides enrollment of one youth in for the duration of the referral. If the student does not enroll or leaves the placement, the seat is reopened to the district for additional referral. Additional seats/allotment costs that were generated from Districts referring more students than allotments purchased will be billed at total cost of the allotment of $18,000 per seat/allotment.

Payments Non-Refundable. Once the School District has notified the SCCOE of the number of student allotments secured for the SCCOE community schools and based on the associated budget, the School District payment made pursuant to Paragraph 3 of this MOU shall be non-refundable, regardless of the number of students in attendance. School District acknowledges that these provisions, prohibiting refunds is necessary since SCCOE will have incurred expenses in reliance on the allotment requested by School District.

End of Year Fund Balance. If there is a positive fund balance at the end of the school year the remaining funds will be returned to the districts that purchased allotments/seats proportionate to their percentage of the total allotments/seats purchased within the year.

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

SCCOE reserves the right to terminate the MOU with a 60-day notice in the event that the revenue generated by ADA and Fees are less than necessary to fund the Community Schools sufficiently. SCCOE will inform the District by certified US mail, email, and collaborate with the District to transfer students back to District.

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: The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by theparties.

8.3. Severability: Should any part of this Agreement between SCCOE and the Agency be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of the Agreement, which shall continue in full force and effect, provided that such remainder can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.

8.4. Third-Party Beneficiaries: This Agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the Parties.

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

8.6. Use of SCCOE Name and Logo for Commercial Purposes: Agency shall not use the name or logo of SCCOE or reference any endorsement from SCCOE in any manner for any purpose, without the prior express written consent of SCCOE as provided by the SCCOE's authorized representative, or designee.

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

9. Insurance/Hold Harmless

9.1 Insurance: The SCCOE and the Agency shall maintain a certificate of insurance in the Business Office of each respective office.

9.2 Indemnification: Each Party will defend, indemnify, and hold the other Parties, their officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, employees, or agents.

10. Execution Authority

Each individual executing this Agreement on behalf of a Party represents that they are duly authorized to execute and deliver this Agreement on the entity's behalf, including, as applicable, the Governing Board, Superintendent, Board of Directors, or Executive Director. This Agreement shall not be effective or binding unless it is in writing and approved by the SCCOE's authorized representative, or authorized designee, as evidenced by their signature as set forth in this Agreement. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. An original, with all signatures appended together shall be deemed a fully executed Agreement.

11. Electronic Signatures/ Signatures

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

document or other format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by SCCOE.

SCCOE:		**Alum Rock Union School District:**	
By:	Signature of Authorized SCCOE Official	By:	Signature of Authorized Agency Official
Name:	Teresa Shipp	Name:	
Title:	Assistant Superintendent, Educational Services Division	Title:	
Date:		Date:	
Address:	1290 Ridder Park Drive San Jose, CA 95131	Address:	2930 Gay Avenue San Jose, CA 95127
Phone:	(408) 453-6500	Phone:	
Email:	tshipp@sccoe.org	Email:	

For Contracts Office/Risk Management use only:

RM#:

Date:

Signature:

Santa Clara County Office of Education
Mary Ann Dewan, Ph.D.
County Superintendent of Schools

February 5, 2024

Dear Assistant Superintendents of Educational Services,

Subject: Notification of Price Increase for Student Seats

I hope this letter finds you well. As we continue to our commitment to providing quality education and maintaining excellence in our schools, we wish to inform you of an upcoming change is our fee structure. After careful consideration and assessment of our operational costs, it has become necessary to implement a modest price increase for student seats for the upcoming school years beginning next year, 2024-25.

Effective July 1, 2024, the price for student seats will be adjusted as follows:

Program	Current	24-25 FY	25-26 FY	26-27 FY
Student seat **prior** to July 1st	$10,000	$13,000	$16,000	$20,000
Student seat **after** July 1st	$15,000	$18,000	$21,000	$25,000

This adjustment is essential to ensure that we can continue to meet the educational needs of our students, provide professional development opportunities for our staff, and maintain overall excellence in our programs.

We understand the financial challenges faced by all districts and we have made every effort to keep the increases as minimal as possible while still addressing the rising costs associated with education.

We remain committed to transparency in our decision-making process. We value the partnership we share with all stakeholders in our districts, and we believe that together we can continue to provide an exceptional learning environment for our students.

We truly appreciate your understanding and ongoing support as we strive to maintain the high standards of education in our programs. Thank you for your continued support and entrusting us with the education and well-being of your students.

Sincerely,

Dane Caldwell-Holden

Dane Caldwell-Holden
Director, Alternative Education

County Board of Education: Maimona Afzal Bena, Victoria Chon, Joseph Di Salvo, Raeena Lari, Grace H. Mah, Don Rocha, Tara Sreekrishnan

15.19

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: **September 12, 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: Teresa DeCelles TD Title: Interim Assistant Superintendent of Business Services

To the Board of Trustees:

Recommend Approval

15.19
Agenda Placement

Meeting: September 12, 2024
Regular Board Meeting

Emmanuel Barbara, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by:_____ Seconded by:_____

Approved: _____ Not Approved: _____ Tabled:_____

Alum Rock Union Elementary School District
September 12, 2024 Board Meeting

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

SCHOOL/ DEPARTMENT	DATE OF SERVICE	CONSULTANT NAME	COST	PURPOSE
Cureton Tereasa Smith	09/13/2024- 06/30/2025	Mindful Life Project	$20,000.00	Mindful Life Project will provide inspired mental wellness for all students of Cureton Elementary. One kick-off event & five assemblies of four hours each on campus of follow-up. Engaging to build important motivation, excitement, creative arts & relative activities. Funding: General
Linda Vista Suzanne Cicala	09/13/2024- 09/27/2024	Fun Services Bay Area	$2,277.79	Fun Services Bay Area will provide games and prizes for our Back to School Carnival. Fun Services Bay Area will set up and tear down each of the games on the blacktop. Games will be supervised by volunteers of Linda Vista families and the PTA. Funding: Restricted
Ryan STEAM Clarissa Johnston	09/13/2024- 05/30/2025	STEMBOOST, Corp.	No Cost	STEMBOOST will provide workshops, classes, and science Olympiad Tournaments. STEMBOOST is a student-run, non-profit organization aimed at providing students exposure to STEM to 1st through 5th grade students. Services to be provided to approximately 2801 students at Ryan STEAM Academy. Funding: General
Academic Services Dr. Tara Bickford	09/13/2024- 06/30/2025	Benchmark Education	$12,400.00	Benchmark Education will provide four sessions of professional development to TK-5 Teachers on their core English Language Arts Program focusing on Tier 1 instruction in reading and writing. Funding: Restricted

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

Academic Services Dr. Tara Bickford	09/13/2024- 06/30/2025	Data Recognition Corporation (DRC)	$61,233.00	Data Recognition Corporation (DRC) will provide a student assessment platform to support identification and qualification for the pathway to biliteracy attainment. Funding: General
Academic Services Dr. Tara Bickford	09/13/2024- 06/30/2025	E.L. Achieve, Inc.	$79,625.00	E.L. Achieve Inc. will provide Constructive Meaning 5-day institutes for elementary and middle school teachers district-wide along with three leadership days for site leaders. Funding: Restricted
Academic Services Dr. Tara Bickford	09/13/2024- 06/30/2025	Science from Scientists, Inc.	MASTER	Science from scientists will engage TK through 8th grade students in science, technology, mathematics and engineering literacy that are aligned to Next Generation Science Standards (NGSS), as well as applicable state science and engineering standards and benchmarks in every region where Science from Scientists operates school programs. Funding: General
Business Services Teresa DeCelles	09/13/2024- 06/30/2026	Green World Recycling Inc.	NO COST	As a Cal-Recycle approved e-waste collector and CA dept. of toxic substances control certified universal waste electronic devices handler: includes e-waste, metal waste, functional and non-functional equipment for ARUSD. Funding: General

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

Business Services Teresa DeCelles	09/13/2024- 12/30/2024	RMS Organization Consulting & Training	$6,325.00	RMS will co-facilitate Interim Superintendent Emmanuel Barbara with the various committee meetings scheduled to involve members of the Alum Rock Union School District staff and community designees to form "The Superintendent School Consolidation Advisory Committee." Funding: General
Child Nutrition Services Denisse Mendez	08/15/2024- 06/30/2025	Shared Plate Strategies LLC	$30,000.00	This project aims to assist Alum Rock Child Nutrition Services in soliciting food procurement bids and develop procurement procedures to streamline our protocols for purchases and services that meet the need of the various program goals and support systems for the scheduled procurement review. Services will be carried out virtually unless in person meetings are necessary. Budget includes direct and indirect costs at a rate of $150 per hour/max 200 hours.. Funding: Restricted
Early Learning Dr. Dianna Ballesteros	09/13/2024- 06/30/2025	Kidango, Inc.	$68,150.00	Kidango plans to increase the number of highly-qualified teachers and competencies for California State Preschool Program (SCPP) by recruiting and developing CCSSP, TK AND K teachers. These services will be provided using the Early Education Teacher Development (EETD) grant. Funding: Restricted
Human Resources Cesar Torrico	08/26/2024- 08/25/2025	Severin Intermediate Holdings LLC DBA: PowerSchool Group LLC	$1,625.00	PowerSchool Group will perform strategic solution consultant – five hours of evaluation training for new and existing administrators. Funding: General

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

Social Emotional Learning Dr. Annya Artigas	09/13/2024- 06/30/2025	Faith in Action community Education Services LLC (F.A.C.E.S.)	$30,000.00	Faith in Action Community Education Services will provide weekly supervision by internal licensed mental health clinicians for Aptitud Community Academy for the following services: facilitate group counseling, individual treatment counseling support with students identified as needing services, crisis response services, suicidal ideation, and positive behavior. Funding: Restricted
State and Federal Dr. Kiela Jimenez	09/13/2024- 06/30/2025	Bollywood Dance Central (BDC)	$58,500.00	Bollywood Dance Central (BDC) will provide a 12 week program at 3 ARUSD elementary schools serving 120 students teaching them a Bollywood piece and the significance of dancing in Indian communities. Funding: Restricted
State and Federal Dr. Kiela Jimenez	09/13/2024- 06/30/2025	Bricks4Kidz	$76,800.00	Bricks4Kidz will provide an enriching atmosphere for children to learn to build and play using LEGO bricks project kits across ARUSD elementary schools, 640 students, 8 weeks of the program at each school. The program will be integrated with ARUSD after-school programming (ELOP). Funding: Restricted
State and Federal Dr. Kiela Jimenez	09/13/2024- 06/30/2025	Creative Learning and Performing Arts, LLC. (CLAP Arts)	$36,000.00	CLAP Arts will provide Dance Programs for up to 960 students across 16 elementary schools. The program will support and engage students physically, intellectually, emotionally, and socially. This VAPA program will be integrated with ARUSD after-school programming (ELOP). Each program ends with a performance. Funding: Restricted

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

State and Federal Dr. Kiela Jimenez	09/13/2024- 06/30/2025	Girl Scouts of Northern California (GSN)	No Cost	Girl Scouts of Northern California will provide ARUSD students the Discover Together (DT) & Got Choices (GC) programs at no cost to participants of ARUSD. DT 1 day per week for 90 minutes, for 12 weeks at each site; GC 1 day per week for 60 minutes for the duration of the school year. Dates and times will be coordinated with school site. Funding: General
State and Federal Dr. Kiela Jimenez	09/13/2024- 06/30/2025	KV Educational Services	$84,000.00	KV Educational Services will provide CTE Arts, Media & Entertainment academic enrichment services at ARUSD Sites for 10 schools; 40 students per school site; grades 3-6 during the 2024-2025 school year. The program will run as part of the after-school program Monday - Thursday. Funding: Restricted
State and Federal Dr. Kiela Jimenez	09/13/2024- 06/30/2025	Lift Enrichment Inc. (LIFT)	$96,800.00	LIFT will provide 176 hours of in-person culinary workshops to 320 students across 8 school sites by exposing students to healthy recipes so they can learn culinary fundamentals and improve their understanding of nutrition. Funding: Restricted
State and Federal Dr. Kiela Jimenez	09/13/2024- 06/30/2025	San Jose Grail Family Services (GFS)	$10,000.00	GFS pairs students with reading tutors and provides parent workshops regarding the importance of reading aloud and sharing stories in the home. GFS will also provide services to TK/K and 1st grade students and their parents at Dorsa and San Antonio Elementary. Funding: Restricted

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

State and Federal Dr. Kiela Jimenez	09/13/2024- 06/30/2025	Springboard Collaborative	$75,007.00	Springboard will provide eight-week evidence-based literacy program that includes parent and teacher coaching, literacy materials, incentives, and consultation. The contract will support a minimum of 6 schools serving 270 students in TK-3rd grade for the 24/25 school year. Funding: Restricted
Student Services Dr. Imee Almazan	09/13/2024- 06/30/2025	Rebekah Children's Services (RCS)	No Cost	RCS, contingent on capacity, will provide life skills groups and Drug and Alcohol prevention workshops for students/parents at selected school sites. Services are open to middle school sites. RCS will be using Bovin's Life Skills curriculum approved by Santa Clara County Department of Substance Use Treatment services. Funding: General

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

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

Submitted by: Mrs. Tereasa Smith

☑ **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: Mindful Life Project

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

Phone: 510) 517-6290 Email Address: jg@mindfulproject.org

SSN: _____ or Fed I.D. #: 47-5066819

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on September 15, 2024, and will diligently perform as required and complete performance by ~~June 6,~~ _____, 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").
Mindful Life Project will provide inspire mental wellness for all students of Cureton ~~Elementary. One kick-off event & five assemblies of 4hrs. each on campus of follow-up.~~ Engaging to build important motivation, excitement, creative arts & relative activities

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 (describe rate agreement) Not to Exceed $20,000

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	010	2850	20,000	8/30/24

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

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mindful life project

Mindful Life Project
1001 Canal Boulevard, Suite A-0, Richmond, CA 94804
Transforming Communities from the Inside Out

Mindful Life Project and Horace Cureton Elementary

Dear Tereasa,



It was great connecting with you recently. Congratulations on completing a successful academic year at Horace Cureton Elementary. We recognize that a child's educational journey is full of peaks and valleys and we are excited to support you and your school's community through our innovative mindfulness programming. This proposal is for our Mindfulness 360 programming. It includes in-person assemblies, live mindfulness sessions delivered virtually, and staff and family support/training. This proposal is for a full-year partnership. Over the last 10 years, MLP has been deeply honored to be a leader and innovator in providing mindfulness-based social-emotional learning programs to schools across the Bay Area, California, and the country! We would love to support the mental and emotional health of your students, staff, and families. Please see our proposal and potential scope of work. Thank you for your consideration.

"The biggest benefit of this was allowing students to feel like all emotions are okay and having the tools necessary to deal with different emotions."
- 3rd Grade Teacher

"Mindfulness has changed my life".
-3rd Grade Student



Our Work

Mindful Life Project is an educational nonprofit that supports the mental and emotional well-being of underserved students, teachers, school leaders, families, and other partnering organizations, through our highly regarded mindfulness-based social-emotional learning programming. We create a strong foundation of wellbeing at the individual level which leads to healthy school cultures where all students feel safe, welcomed, valued, and can thrive socially and academically. MLP has quickly become the largest direct-service mindfulness organization in the country and has been highlighted as a premier organization both nationally and internationally.

Mindfulness

Mindfulness is a science-based practice that gets individuals to experience life in the present moment through a nonjudgmental lens, where one can notice emotions, thoughts, physical sensations, and all of life's experiences in a healthy non-reactive way. Mindfulness has been scientifically proven to improve the brain's optimal functioning. Studies show that mindfulness rewires the brain and specifically decreases activity in the area of the brain most affected by

stress and trauma, "MRI scans show that after an eight-week course of mindfulness practice, the brain's 'fight or flight' center, the amygdala, appears to shrink. This primal region of the brain, associated with fear and emotion, is involved in the initiation of the body's response to stress. As the amygdala shrinks, the prefrontal cortex – associated with higher-order brain functions such as awareness, concentration, and decision-making – becomes thicker. Mindfulness changes the architecture of the brain so it can provide mental and emotional well-being.

MLP Impact

Over our 11 years of providing direct service programs, we have made a deep impact on students and school communities. Some of this impact is represented by our data:

- Discipline incidents (detentions and suspensions) have **declined on average by 54 percent** at our partner schools (Data is from 2012-2020)
- 86 percent of classroom teachers have reported that our programs have created **21 minutes of additional quality academic teaching time per day.**
- Year after year **over 90 percent of students and teachers** request MLP to come back to their schools.
- **92 percent of students** reported that mindfulness is important to their mental health.

Percentage of teachers who saw improvement in their students due to MLP programs in...

Self-awareness	87%
Ability to pay attention	81%
Ability to settle down	83%
Impulse control	78%
Relating to one another	86%

Potential Scope of Work (August 2024 - May 2025)

Mindfulness 360° For the 2024-25 School Year:

Mindful Life Project will provide our Mindfulness 360° Whole Communities Initiative. MLP will support the mental and emotional well-being of the students, staff, and families alike with innovative culturally conscious mindfulness content. This includes our hybridized offering of in-person activations and live virtual programming.

- MLP would provide 5 assemblies (August-May) with mindfulness-based social-emotional learning, mindful hip-hop, relevant activities, and engaging ways to learn the practice. Having the team visit every 4-6 weeks will be extremely important in building motivation and excitement and has proven to be a key factor in deepening engagement and connection for the weekly virtual sessions for our partners. This includes a launch assembly where we will spend the entire day at the school both offering assemblies and offering classroom visits. For the remaining 4 assembly days, MLP will spend up to 4 hours on campus doing assemblies and with the remaining time doing classroom visits at the direction of

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campus leadership. **Cost = $10,000**

- MLP would provide up to 3 weekly 20-minute live virtual sessions for the entire school year (TK-2nd grade, 3rd-5th) This is an adaptation of our in-person MLP program Mindful Community and has proven this year to be an effective program for both students and teachers.
  Cost: $5,000

Total Cost for the Mindfulness 360 Program for the 24-25 school year: $15,000

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: Fun Services Bay Area

Address: 1262A Lawrence Station Rd. City: Sunnyvale State: CA Zip: 94089

Phone: (408) 745-1976 Email Address: info@funservicesbayarea.com

SSN: _____ or Fed I.D. #: 946172142

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on September 27, 2024, and will diligently perform as required and complete performance by ~~September 27~~, 2024, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

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

~~Fun Services Bay Area will provide games and prizes for our Back to School Carnival. Fun Services Bay~~ Area will set up and tear down each of the games on the blacktop. Games will be supervised by volunteers of Linda Vista families and the PTA.

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:** $ 2,277.79 (describe rate agreement) _____

(100% funded by Linda Vista PTA)

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS OFC Initials
060	9010	0	5815	00	1110	1000	000000	020	2110	2,277.79	8/30/24
											8/30/24

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

Order Date: 8/19/2024 | Sales Rep JL | Event Date: 9/27/2024
Date Emailed 8/19/24 Revised

Fun Services
1262 Lawrence Station Road, Suite A
Sunnyvale, CA 94089
www.FunServicesBayArea.com
(408) 745-1976
Info@FunServicesBayArea.com

Rental Contract

Group Name: Alum Rock Union School District
Contact: Jennifer Garcia
Address: 2930 Gay Avenue
City: San Jose Zip: 95127
PH: 408 928-7800
Delivery Location: Linda Vista Elementary, 100 Kirk Avenue, San Jose

Cell: 408 813-7240
Cell:
Email: goldlab33@gmail.com
Email:

Date of Event:	9/27/24
Pick Up Date:	
Delivery Date:	9/27/24
Times Window:	8:30AM-2:00PM

Event Hours:	5:00-8:00PM
Return Date:	
Pick Up Date:	9/27/24
Times Window:	8:15PM

#	ITEM	UNIT COST	TOTAL
	10' x 10' Canopy Booth		$ -
	High Canopy Skirt		$ -
	Low Canopy Skirt		$ -
	Canopy Booth Backdrop		$ -
	Canopy Booth Weight		$ -
	Canopy Booth Lighting		$ -
	Canopy Shelf		$ -
	10' x 10' Food Booth		$ -
10	8' Hinged Barrier Booth		$ -
	Barrier Booth Umbrella		$ -
	Dunk Tank		$ -
	Splash Down		$ -
	High Striker		$ -
	Kiddie Striker		$ -
	9 Hole Mini Golf Course		$ -
2	Giant Carnival Game	$ 75.00	$ 150.00
	Style Football, Rhino		
	Corn Hole (2 Boards/Game)		$ -
	Theme		
	Inflatable Surface		
	Bounce House		$ -
	Style		
	4 in 1 All Star Combo		$ -
	5 in 1 Castle Combo		$ -
	24' Dual Lane Slide		$ -
	18' Single Lane Slide		$ -
	Obstacle Course		$ -
	Style		
	Pedestal Joust		$ -
	3 Lane Bungee Run		$ -
	Dart Soccer		$ -
	Zap A Mole		$ -
	Baseball Radar Pitch		$ -
	3 Play Sports		$ -
	Generator		$ -
	Electronic Basketball		$ -
	Foosball Table		$ -
	Giant Checkers		$ -
	Giant Connect 4		$ -
	Giant Jenga		$ -
	Spin Art Machine		$ -
	(100 Cards & Paint)		
	Cards- 50 5" X 7"		$ -
	Frisbee Art Machine		$ -
	(50 Frisbees & Paint)		
	9" Frisbees- 50 Per Box		$ -
	Art Paint- 5 Per Set		$ -
	Wheel Of Fortune		$ -
	Raffle Drum		$ -
6	Play Tickets Color TBD		$ -
1	Prem. Carnival Game	$ 15.00	$ 15.00
9	Trad. Carnival Game		$ -
1	Assorted Prizes		$ -
	Dart Balloons- 144/Bag		$ -
1	Fun Fair Event #1	$ 1,600.00	$ 1,600.00
	Wristband Carn.		$ -

#	ITEM	UNIT COST	TOTAL
	Bingo (Cage, Balls, Board)		$ -
	Shutter Cards- 100 Cards		$ -
	Bingo Paper Cards- 25/Pad		$ -
10	6' Table* (Set Up Extra)	$ 9.50	$ 95.00
	60" Round Table* (Set Up Extra)		$ -
	9' Market Umbrella* (Set Up Extra)		$ -
	White Chair* (Set Up Extra)		$ -
	Table Cover		$ -
	Pretzel Warmer		$ -
	Hot Dog Steamer		$ -
	Cotton Candy Machine		$ -
	Cotton Candy Bubble		$ -
	Cotton Candy Tray- Holds 8		$ -
	Cotton Candy Kit		$ -
	(Incl Machine, 75 Cones & 1 Floss)		
	Cotton Candy Cones- 75 Per Bag		$ -
	Cotton Candy Floss (65 Servings)		$ -
	Cotton Candy Bags/ 100		$ -
	Nacho Cheese Kit		$ -
	(Incl Machine, 70 2oz Cheese Serv)		
	Nacho Cheese (70 Servings)		$ -
	Popcorn Machine		$ -
	Popcorn Kit		$ -
	(Incl Machine, 200 Bags & 1 Case Popcorn)		
	Popcorn Bags- 100 Per Bag		$ -
	Popcorn Case- 200 Servings		$ -
1	Snow Cone Machine		$ -
1	Snow Cone Tray- Holds 8		$ -
	Snow Cone Kit		$ -
	(Incl Machine, 100 Cups, 3 Syrup)		
4	Snow Cone Cups- 100 Per Bag		$ -
12	Snow Cone Straws- 100 Per Bag		$ -
	Snow Cone Syrup (30-35 Servings)		$ -
	Lollipops- 100 Per Bag		$ -
	Event Notes & Miscellaneous Non Taxable Items		
1	Set-up/teardown	$ 100.00	$ 100.00
			$ -
	Client to provide electricity as needed		$ -
			$ -
	Fun Fair #1 includes $500 assorted prize pack		$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -

Sub Taxable:	$ -
Non Taxable:	$ 260.00
Delivery & Pick Up:	$ 225.00
Miscellaneous Non Taxable:	$ 1,700.00
Miscellaneous Taxable:	$ -
3% Service Charge:	$ 65.55
9.375% Sales Tax:	$ 27.24
Sub Total:	$ 2,277.79
Deposit Due By: 8/26/24	$ 1,000.00
Final Balance Due: Upon delivery	$ 1,277.79

_____ Amex Card Holder:
_____ Visa Address:
_____ MC City: Zip:

CC# _____ Exp. Date _____

Security Code Back of Card _____

CDL # & Exp. Date _____

I have read, understand, and agree to all rules & regulations on both sides of Rental Contract

Customer Signature Date

3% Service Charge added to all orders for living wage, insurance

	Alley Oops (T)	1	Five Pin Bowling (T)		Rocker Ball (T)
	Amaze O (T)		Flip A Frog (T)		Roller Bowler (T)
	Ball Bingo (T)		Hit The Bucket- PREMIUM		Scooby Doo Toss
	Ball Bounce (T)		Honey Drop- PREMIUM		7-11 (T)
	Bank Shot (T)		Kool Pool (T)		Shockwave- PREMIUM
	Bean Bag Toss		Lollipop Tree (T)*		Shooting Gallery (T)
	Blitz (T)		Loop De Doo (T)		Shoot The Chute (T)
	Bull's Eye- PREMIUM		Madness- PREMIUM		Ski Ball
	Bumper Car (T)	1	Milk Can		Slap Shot (T)
1	Can Can (T)		Mini Golf		Smoke Stack (T)
	Coin Toss- PREMIUM		Over & Under (T)		Space Miner (T)- PREMIUM
	Colors- PREMIUM		Par 1 Golf		Stand A Bottle- PREMIUM
1	Cover The Spot (T)	1	Plinko		Stop & Throw
	Cross Bow (T)		Plush Ring Toss		Sultan Toss
	Dart Balloon*		Pool Shark (T)		Swing A Win/Fun (T)
1	Dice Game (T)	1	Potty Toss- PREMIUM	1	Taz Toss
	Duck Pond (T)		Prize Is Right (T)	1	Tic Tac Toe (T)
	Dunk It (T)		Rebound (T)		Tip The Clown (T)
	Egg Roll (T)	1	Ring Any Bottle (T)		Treasure Chest (T)
	Fish In A Bowl- PREMIUM		Ring Any Peg (T)		Troll Dentist- PREMIUM
					White Tiger Toss

(T) Table required to operate game. Customer may provide table or rent from Fun Services.
(*) Game may require purchase of additional supplies.

All required deposits are non refundable. 100% of remaining balance shall be due in full for entire orders canceled within 7 days of event. A 50% cancellation fee will apply to any equipment canceled within 7 days of event.

If equipment is delivered to event site by Fun Services & event is canceled, the remaing balance shall be due. If event is canceled due to inclement weather, Fun Services must be notified not less than (1) full business day prior to the event. If full business day requirement is met, deposit will be credited towards future event.

Renter understands that no refunds/credits will be given on equipment that requires electricity due to insufficient amperage to operate said equipment, and agrees to follow instructions carefully regarding all electrical requirements.

Indemnication: Lessee assumes liablity for, and shall indemify, defend and hold harmless lessor, its agents, employees, officers, directors, successors and assigns from and against, any and all libilities, obligations, losses, demands, damages, injuries (including, but not limited to, bodily injury, illness or death). Claims, penalties, suits, actions, costs, and expenses, including attorney's fees, of whatsover kind and nature, relating to or arising out of the use, condition (including, but not limited to, latent and other defects and whether or not discoverable by lessee or lessor). Operation, ownership, selection, delivery, leasing or return of the equipment, regardless of where, how, and by whom operated or any failure on the parl of lessee to perform or comply with the conditions of this Rental Contract. The parties agree that lessor shall only be liable or responsible for actions of sole negligence or willful misconduct.

Without limited generality of the foregoing, lessee shall, at its own cost and expense, defend lessor against all claims, suits or proceedings commenced by anyone anyone in which lessor is named as a party for which lessor is alleged to be liable or responsible as a result of or arising out of any equipment, act or omission by lessor, and lessee for all costs, expenses, and attorney's fees incurred in the defense and/or settlement, judgement, or other resolution or any alleged act or omission by lessor, and lessee shall be liable and responsible for all costs, expenses, and attorney's fees incurred in the defense and/or settlement, judgment, or other resolution thereof. In the event any such action is commenced naming lessor as a party, lessor may, in its sole discretion, elect to defend said action on its own behalf with counsel of its choice, and lessee shall be liable for and reimburse lessor for all costs, expenses, and attorney's fees incurred by lessor in such defense.

The indemnities and assumptions of liabilities and obligations herein provided shall continue in full force and effect notwithstanding the expiration or other termination of the Rental Contract.

It is understood and agreed by both parties that the purpose of this clause is to completely shift the risk of all claims relating to or arising out of the rental of the equipment to lessee hereunder. It is the intention of the parties that this clause be interpreted broadly and in favor of lessor.

Fun Services makes no warranty or representation that the merchandise or equipment is fit for any particular use or purpose, either expressed, or implied, or that it is free of latent defects. Fun Services shall not be responsible for any defect or failure unknown to Fun Services. The renter shall terminate the use of equipment as soon as a defect or failure is detected. The renter will contact Fun Services immediately when the defect or failure is found.

Renter acknowledges that they have, or will, inspect the equipment prior to its use and finds it suitable for renter's needs. Renter acknowledges receipt of all items listed in this Rental Contract and that the equipment is in good working order and repair and that renter understands (without further instructions) its proper operation and use.

Added Rule/Regulation as of May 19, 2020: "Customer agrees to follow all state and local guidelines as it pertains to COVID-19"

Inflatable Attractions	Electrical outlet must be within 75 feet of unit. Unit must be on level ground. Unit cannot be operated under rainy or wind conditions in excess of 15 MPH. Adult supervision is required at all times.
Dunk Tank	Trailer requirement for towing is a 2" ball that customer provides when Fun Services is not delivering to event location. Customer provides hose and water source to fill tank. Unit must be on level ground. No person under 5 FT. tall, or under 18 years of age, or any non swimmer is allowed to enter dunk tank. Do not operate dunk tank under rainy conditions. Adult supervision is required at all times.
Splash Down	Customer provides hose with continuous water source. Customer provides chair. Unit must be on level ground. Do not operate under rainy conditions. Adult supervision is required at all times.
High Striker Kiddie Striker ***Only High Striker requires towing***	Trailer requirement for towing is a 2" ball that customer provides when Fun Services is not delivering to event location. Area should be roped off; unit must be on level ground. Adult supervision is required at all times.
Tables, chairs, and umbrellas*	Rental price does not include set-up & take down. Consult your Fun Servies rep for pricing on this service.

Equipment Requires Electricity (110V 3 Prong)

Inflatable Attractions	Frisbee Art Machine	Cotton Candy Machine
Dart Soccer	Spin Art Machine	Snow Cone Machine- **Customer provides ice (Small cubed, party style) 100# for every 300 snow cones**
Zap A Mole	Canopy Booth Lighting	
Electronic Basketball		Hot Dog Steamer
3 Play Sports		Popcorn Machine
Baseball Radar Pitch		Nacho Cheese Dispenser
		Pretzel Warmer

Electrical requirements for items vary. Contact your Fun Services representative for more information.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Ryan STEAM Academy (School/Dept.) VENDOR NO. 300795

Submitted by: Ms. Clarissa Johnston

☑ **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: STEMBOOST, Corp

   Address: 10170 Santa Clara Ave City: San Jose State: CA Zip: 95014

   Phone: (408) 828-7879 Email Address: stemboost.org@gmail.com

   SSN: _____ or Fed I.D. #: 82-2741857

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on September 26, 2024, and will diligently perform as required and complete performance by May 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").

   STEMBOOST will provide workshops, classes, and science Olympiad Tournaments. STEMBOOST is a student-run, non-profit organization aimed at providing students exposure to STEM for 1st through 5th grade students. Services to be provided to approximately 280 students at Ryan STEAM Academy.

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

   ☑ a. **Fee Rate:** $0.00 per hour/day of service as may be requested by ARUESD, not to exceed a maximum of _____ hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.

   ☐ b. **Other:** $_____ (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	1110	2700	000000	100	~~2850~~ 704	$0	8/30/24

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

Sample Yearlong Professional Learning Plan

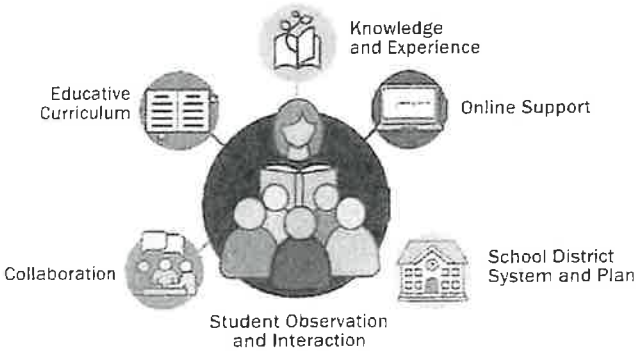
TIME OF YEAR	PROFESSIONAL LEARNING
July	**Leadership Team Strategic Planning: Developing a SIPPS Implementation Plan** • Leaders meet with Collaborative Classroom for a 1-hour virtual meeting.
August	**Unbox SIPPS Materials** • Educators unpack SIPPS kits, using the "Unboxing SIPPS" videos for guidance. **Teacher Learning System** • Educators prepare their materials by engaging in the "Tab Your Manuals" activity.
August	**Getting Started with SIPPS for Grades K–5** • Educators engage in a 3-hour virtual session with Collaborative Classroom.
September	**Teacher Learning System** • Educators engage in the "Learning Portal Tour for the SIPPS Program" activity to become familiar with their digital instructional resources. • Educators engage in the "Analyzing the SIPPS Placement Assessment Data" activity to form groups. • Educators engage in the "Prepare for SIPPS Instruction" activity.
September	**Leadership Team Strategic Planning: SIPPS Implementation Data Analysis** • Leaders meet with Collaborative Classroom for a 1-hour virtual meeting.
September	**Lesson Structure and Routines: Beginning, Extension, and Challenge** • Educators engage in a 1.5-hour virtual session with Collaborative Classroom.
October	**Teacher Learning System** • Educators engage in the "Instructional Routines in the SIPPS Program" activity.
October	**Leadership Team Strategic Planning: Monitoring and Supporting SIPPS Implementation** • Leaders meet with Collaborative Classroom for a 1-hour virtual meeting.
October	**SIPPS Modeled Lesson Experiences** • Educators and leaders participate in a full-day in-person professional learning session with Collaborative Classroom.
November	**Teacher Learning System** • Educators engage in the "Instructional Decision-Making Overview" activity.
January–March	**Collaborative Coach** • Two SIPPS educators engage in Collaborative Coach for the SIPPS cohort.
November	**Instructional Decision-Making Part 1—Data Collection and In-Program Guidance** • Educators engage in a 1.5-hour virtual session with Collaborative Classroom.
December	**Instructional Decision-Making Part 2—Responsive Decision-Making** • Educators engage in a 1.5-hour virtual session with Collaborative Classroom.
December	**Teacher Learning System** • Educators engage in one or both of the following activities: - Making Instructional Decisions in SIPPS Beginning, Extension, and Plus - Making Instructional Decisions in SIPPS Challenge
January	**Leadership Team Strategic Planning: Monitoring and Supporting SIPPS Implementation** • Leaders meet with Collaborative Classroom for a 1-hour virtual meeting.
January	**SIPPS Learning Walks** • Leaders participate in a full-day in-person professional learning session with Collaborative Classroom.
February	**Routines Refresher: Beginning, Extension, and Challenge** • Educators engage in a 1.5-hour virtual session with Collaborative Classroom.
March–April	**Hot Topic (Topic TBD based on needs)** • Educators engage in two 1-hour virtual sessions with Collaborative Classroom.

COLLABORATIVE Classroom's System of Support

Collaborative Classroom promotes continuous professional learning that empowers teachers to transform classrooms, build school communities, and inspire the academic and social growth of children.

PROFESSIONAL LEARNING BUILT INTO THE CURRICULUM

Our programs are educative—they teach while you teach. Educators are given opportunities to learn, practice, and reflect on effective instructional practices while confidently supporting all readers and writers in their classrooms.



Embedded professional learning helps teachers:

- Identify student needs and differentiate instruction
- Make informed decisions about student progress
- Understand and support multilingual learners
- Use facilitation techniques that encourage communication and collaboration
- Feel confident, prepared, and effective

IMPLEMENTATION SUPPORT VIA THE LEARNING PORTAL

In addition to the embedded support in our curricula, each program comes with access to the Learning Portal, which contains just-in-time planning and implementation resources for teachers and leaders.

Teacher Learning System

The Teacher Learning System provides teachers with self-guided professional learning and program support. This system is particularly useful for new implementers of Collaborative Classroom programs.

The Professional Learning System for Leaders

The Professional Learning System, designed for *SIPPS* implementations with *Being a Reader*, provides a roadmap for a systematic approach to professional learning and the resources that support both teachers and leaders in initial and ongoing learning.

SIPPS Implementation Guidance

The *SIPPS* Implementation Guidance, designed for *SIPPS* implementation without *Being a Reader*, provides guidance and resources that support both teachers and leaders in initial and ongoing professional learning.

Support Center

The Collaborative Classroom Support Center provides answers to your questions through a robust, searchable collection of program-specific content articles and chat agents available for expert help.

Asynchronous 1:1 Online Coaching

Collaborative Coach is a personalized, video-based asynchronous coaching experience that provides one-on-one coaching for individual teachers, coaches, or leaders in a safe and supportive environment.

Are you interested in purchasing a Professional Learning Package for your school or district?
Please contact your local education consultant for assistance.

COLLABORATIVE CLASSROOM Learning Reimagined

Find us on:

PL-00270 (2/24)

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. 14_6_6_9

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: Benchmark Education

Address: 29 Fifth Avenu City: Pelman State: N.Y. Zip: 10803

Phone: (914) 355-6902 Email Address: jrichter@benchmarkeducation.com

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on September 13, 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").

Benchmark Education will provide 4 sessions of professional development to TK-5 Teachers on their core English Language Arts Program focussing on Tier 1 Instruction in reading and writing.

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

☑ a. **Fee Rate:** $3,100.00 per hour/day of service as may be requested by ARUESD, not to exceed a maximum of $12,400 hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.

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

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
060	6266	0	5815	00	1110	1000	030200	305	7395	$12,400	8/21/24
											8/22/24

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

BENCHMARK
EDUCATION
COMPANY
145 Huguenot Street, 8th Floor
New Rochelle, New York 10801

QUOTE: 65177

Contact representative
Jennifer Richter
Email: jrichter@benchmarkeducation.com
Office Phone:
Phone: (914) 355-6902

Customer:
ALUM ROCK ESD
2930 GAY AVE
SAN JOSE CA 95127
United States

Ship To:
DISTRICT WAREHOUSE
2930 Gay Ave
San Jose CA 95127-2398

Product Code	Title	Price Level	Unit Price	Qty	Total Price
PR898	PD-Product Training : Paid Implementation	On-Site	$3,100.00	4	$12,400.00

Subtotal	Sales Tax	Shipping Cost	Total
$12,400.00	$0.00	$0.00	$12,400.00 USD

Memo

* The above pricing cannot be combined with any other offers.
* Price firm for 45 days from quote date. Price quote must be attached to school purchase orders to receive the quoted price.
* All digital subscriptions will end on July 31st the last year of the term purchased.
* Any changes, including cancellations to the originally agreed upon PD trainings, must be made at least 10 business days prior to the delivery of the PD trainings. Customized PD changes must be submitted at least 15 business days prior to agreed delivery date and must go through the customized request process. Benchmark Education will do its best to accommodate the requested changes; however, it reserves the right to render services according to the initial agreement. Please note that any changes requested may incur an additional charge or reduction of number of PD training days rendered. Please note that no changes can be requested on site and all requests must go through the Company approval process.

BENCHMARK
EDUCATION
COMPANY
145 Huguenot Street, 8th Floor
New Rochelle, New York 10801

Contact representative
Jennifer Richter
Email: jrichter@benchmarkeducation.com
Office Phone:
Phone: (914) 355-6902

QUOTE: 65177

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER ALONG WITH THE FOLLOWING INFORMATION

- Billing Contact Name _____
- Billing Contact Email _____
- Billing Contact Phone _____

PLEASE INCLUDE THE FOLLOWING INFORMATION FOR ALL DIGITAL SUBSCRIPTIONS

- Name of School(s) That Will Use the Subscription(s)
Attach separate document if necessary _____
- Onboarding Tech Contact Name _____
- Onboarding Tech Contact E-Mail _____
- REQUIRED

SEND ORDER TO: Benchmark Education Company
6295 Commerce Center Drive, Suite B| Groveport, OH 43125-1160
Email: neworders@benchmarkeducation.com
Phone: 877-236-2465| Fax: 877-732-8273

Terms of Service

* By placing an order for Benchmark Education Company ("BEC") products (the "Products"), the entity ("Customer") that this proposal has been prepared for agrees to be bound by BEC's Terms of Service and Terms of Use and Privacy Policy (Please visit this site: https://help.benchmarkuniverse.com/bubateacher/Content/Customer%20Support/Privacy%20Policy.htm?Highlight=privacy).
Subject to the Customer's payment of the fees set out above, BEC grants to Customer a non-exclusive and non-transferable license to access and use the Products under the terms described in this Terms of Service. The proposal contains the scope of use allowed and the term of Customer's license to the Products.

Benchmark EDUCATION
Building Literacy for Life

145 Huguenot Street • New Rochelle, New York • 10801

SERVICES AGREEMENT

This Services Agreement ("**Agreement**") effective as of June 11, 2024 (the "**Effective Date**"), is entered by and between Benchmark Education Company LLC ("**Vendor**") a Delaware limited-liability company with its principal place of business located at 145 Huguenot Street, New Rochelle, NY, 10801, and Alum Rock Union School District, located at 2930 Gay Ave, San Jose, CA 95127 ("**District**"). Vendor and District are referred to individually in this Agreement as a "**Party**" and together as the "**Parties**".

In consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the Parties agree as follows:

1. **Description of Services**. Vendor will provide the following services:
    a. Four (4) professional development on-site sessions for teachers and staff for designated English Language development using Benchmark Advance resources (each session may last up to six hours); and
    b. Each session will have one PD trainer and the PD trainer will work with one of the following grade spans: K/1, 2/3, and 4/5, each around designated ELD PD content.

2. **Price**. In exchange for the performance of the Services, District will pay Vendor a fee of $3,100.00 USD per session, totaling $12,400, within thirty (30) days of completion of Services.

3. **Work Schedule**. Vendor will provide the above Services in accordance with the work schedule below:
    a. 11/1/2024: Work commences and ends same day.

4. **Additional Terms**. This letter includes the following terms and conditions:
    a. Any changes, including cancellations to the originally agreed upon professional development trainings, must be made at least ten (10) business days prior to the delivery of the professional development trainings. Customized professional development changes must be submitted at least fifteen (15) business days prior to agreed delivery date and must go through the customized request process. Company will do its best to accommodate the requested changes; however, it reserves the right to render services according to the initial agreement. Please note that any changes requested may incur an additional charge or reduction of number of professional development training days rendered. Please note that no changes can be requested on site and all requests must go through the Company approval process.

[*Signature page follows*]

Benchmark EDUCATION
Building Literacy for Life

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IN WITNESS WHEREOF, the Company and the Consultant, intending to be legally and equitably bound, have caused this Agreement to be executed as of the date first written above.

If this Agreement is signed electronically by either party, each party agrees that their electronic signature has the full force and effect of a signature affixed by hand to a paper document.

BENCHMARK EDUCATION COMPANY, LLC		**ALUM ROCK UNION SCHOOL DISTRICT**	
Signature:		Signature:	John Gruber
Name:	Emmanuel Barbara	Name:	John Gruber
Title:	Interim Superintendent	Title:	CFO Management
Date:		Date:	08 / 19 / 2024

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. 301225

Submitted by: Yeny Rosales

☑ **Independent Contract** ☐ **MOU**

☐ Master Contract

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

Name of Individual/Company: Data Recognition Corporation (DRC)

Address: 13490 Bass Lake Road City: Maple Grove State: MN Zip: 55311

Phone: (800) 538-9547 Email Address: jeastman@datarecognitioncorp.com

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on September 13, 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").

~~Data Recognition Corporation (DRC) will provide a student assessment platform to~~ support identification and qualification for the pathway to biliteracy attainment

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:** $61,233.00 (describe rate agreement) _____

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
010	0000	0	5846	00	1110	1000	000000	305	5130	$61,233.00	
											8/30/24

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

DATA RECOGNITION DRC CORPORATION

FEIN: 41-1810970

QUOTATION

Quote No:	Q0014890	Quote Date:	07/24/2024

SEND SERVICE INQUIRIES TO:

P.O. BOX 398
HOPKINS, MN, 55343-0398
UNITED STATES
PHONE: 1-800-538-9547
FAX: 1-800-282-0266
shelfcustomerservice@datarecognitioncorp.com

Ship To Account: 904512

Customer ID: 904512

SHIP TO:	BILL TO:
ALUM ROCK UNION SCHOOL DISTRICT 2930 Gay Ave San Jose, CA 95127-2322	ALUM ROCK UNION SCHOOL DISTRICT 2930 Gay Ave San Jose, CA 95127-2322

Notes:

CUSTOMER PO NO	TERMS	SHIP VIA	F.O.B. POINT
QUOTE	Net 30	UPS Ground	

ITEM NUMBER	ITEM DESCRIPTION	QTY	UNIT PRICE	DISC %	EXTENDED PRICE
C8761200	LAS LINKS ONLINE SUB TEST ADMIN 5001-10000	6000	4.70	0.00	28,200.00
C8987203	LLO HAND SCORING WR & SP & RD	1500	18.95	0.00	28,425.00
C8717300	LAS LINKS POST TEST DATA DIVE ONSITE TRAINING	1	4,608.00	0.00	4,608.00

DRC MATERIALS AND SERVICES PRICING VALID FOR 30 DAYS OR 12/31, WHICHEVER IS SOONER. STATE TAX AND SHIPPING CHARGES ARE SUBJECT TO CHANGE.

Merchandise Total	61,233.00
Shipping & Handling	0.00
Sales Tax	0.00
TOTAL	61,233.00



ALUM ROCK UNION SCHOOL DISTRICT

Data Recognition Corporation DRC
MCortez@datarecognitioncorp.com

Data Recognition Corporation (DRC) is pleased to present LAS Links Online to the Alum Rock Union School District as a language proficiency benchmarking assessment for the District's elementary and secondary students.

DRC's LAS Links Online provides nationally recognized **authentic** English and Spanish language proficiency assessments that are utilized across the United States and internationally to accurately monitor student language development in English and Spanish in the areas of Reading, Writing, Speaking, and Listening.

Benefits of Using LAS Links Online

The following benefits will allow the ARUSD to implement the robust LAS Links Online testing, scoring, and reporting program in a cost and time effective manner:

- ✓ LAS Links Online is available in English and Spanish, K-12.
- ✓ All domains (Speaking, Listening, Reading, and Writing) of LAS Links Online are fully online and may be group administered.
- ✓ preLAS Online maybe used to assess students ages 3 to 6, assessments in English & Spanish. preLAS consists of an oral language component and a pre-literacy component. Please find additional information in this *pre*LAS informational video and by clicking this link: preLAS Online Information
- ✓ preLAS Online is individually administered and consists of the three linguistic components of oral language: Morphology, Syntax, and Semantics.
- ✓ DRC provides robust Scoring Services, meaning all items are scored by DRC (including Speaking and Writing constructed responses) which eliminates the time needed for teachers to be away from teaching in order to score student responses and saves the District money as it eliminates the need for substitute teachers.
- ✓ LAS Links reports, delivered in a timely fashion, are designed to help teachers connect test results to teaching strategies and activities in the classroom and to monitor student language growth.
    - Student Proficiency Reports are provided within 4-6 business days of each students' test completion allowing teachers to provide immediate intervention(s) as needed.
- ✓ LAS Links aligns to multiple standards including the California ELD Standards.
- ✓ LAS Links Español may be used for the Seal of Biliteracy

Overview of LAS Links Online

LAS Links Online is available in the following grade bands and language domains:

- Grades Bands: K–1, 2–3, 4–5, 6–8, and 9–12
- Domains: Reading, Writing, Speaking, and Listening
- Languages: English and Spanish

  Scope and Sequence: The document found at this LINK provides the subskills measured in each domain by grade span. Note: K* and 1 have some distinct differences between subskills measured as illustrated in the Scope and Sequence document.

The LAS Links Online assessments will allow the ARUSD to monitor the language skills of their students, providing data to teachers to assist in classroom instruction, as well as providing information to parents and other stakeholders. LAS Links Online provides robust district, school, class, and student reports, including student academic language reports, item analysis reports and longitudinal reports, allowing stakeholders to track student progress for each student multiple times throughout the school year and year-over-year.

LAS Links Online provides proficiency scores in each of the four domains as well as overall, literacy, comprehension, oral, and productive composite scores.

By combining language domains, teachers and other stakeholders may view students' social and academic language through a different lens to assess students' language proficiency. To this end, the combined language domains (shown below) are reported as composite scores, which is the average of corresponding domain-level scale scores.

- Overall (Speaking + Listening + Reading + Writing) Scale Scores, Proficiency Levels
- Literacy (Reading + Writing): Scale Scores, Proficiency Levels
- Comprehension (Listening + Reading): Scale Scores, Proficiency Levels
- Oral (Speaking + Listening): Scale Scores, Proficiency Levels
- Productive (Speaking + Writing): Scale Scores, Proficiency Levels

LAS Links Español Online K-12

LAS Links Español Online is a research-based, Spanish language proficiency assessment that measures the Speaking, Listening, Reading, Writing, and comprehension skills of K-12 students. It helps teachers in dual language and bilingual programs identify language difficulties students may have in Spanish and track and monitor progress in attaining Spanish language proficiency.

LAS Links Español is a language proficiency assessment approved in the state of California as a tool for awarding the Seal of Biliteracy and Pathway Awards. Specifically, LAS Links Español provides evidence of Spanish language proficiency for both native and non-native speakers of

Spanish in all four language domains (Hablando, Escuchando, Lectura, y Escritura). In addition, LAS Links Online Español Form B identifies the specific academic language related to the content areas of language arts, social studies, history, mathematics, science, and technical subjects, along with instructional and interpersonal communications. Stakeholders can use comprehensive language proficiency data from LAS Links Español Form B to target instruction to meet each student's needs during the year and help accelerate progress toward Spanish language proficiency.

While the LAS Links assessments for English and Spanish were developed under the same blueprint and are construct parallel, it is important to note that the English and Spanish assessments were developed, field tested, and normed independently of each other. One is *not* the translation of the other. Finally, LAS Links Español Form B aligns to the American Council on the Teaching of Foreign Languages (ACTFL) Standards.

LAS Links Aligns to Multiple Standards and Supports the Seal of Biliteracy

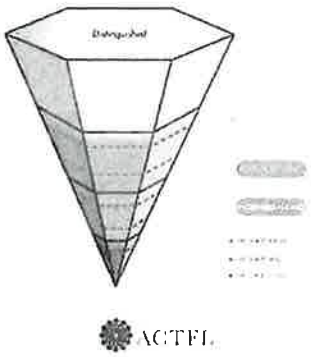
Alignment has been increasingly important to all stakeholders—students, educators, administrators, and the government. Alignment not only provides an opportunity to evaluate whether standards and assessments match, but the results may provide teachers and students with greater awareness of academic standards-based educational objectives. Moreover, the alignment analysis serves as an accountability procedure to ensure the validity and the reliability of the type, complexity, range, and balance of knowledge presented in the standards and assessments.

Click here to view an alignment between LAS Links and the CA ELD Standards.

Click here to view an alignment of CCRS for Learning Languages, and the LAS Links Assessment Framework.

Click here to view an alignment between LAS Links and the ACTFL Standards

Click here to learn more about how LAS Links supports the Seal of Biliteracy and Pathway Awards.



LAS Links Technical Quality & Supporting Documents

- LAS Links 2nd Edition Interpretation Guide (Forms C and D)
- LAS Links 2nd Edition Technical Manual – Forms C and D
- LAS Links Español 2nd Edition Technical Manual (Español Form B)
- LAS Links Español 2nd Edition Interpretation Guide (Español Form B)

Ease of Administration

The LAS Links Online group test administrations are extremely efficient because they minimize the time needed for administration and scoring, saving the district's staff considerable time and expense. All four domains are administered and scored completely online with students utilizing a headset and microphone for ease in administration and eliminating the need for one-to-one testing. The online environment provides students with the opportunity to access 21st century technologies, as well as prepare for required online standardized assessments.

DRC Scoring Process and Timing

All multiple-choice items are scored automatically by the DRC INSIGHT system meaning that scores for these domains are available within 30–60 minutes of test completion. For open-ended, constructed-response items (Speaking and Writing), DRC offers DRC Scoring Services which saves your teachers valuable time – more time for teaching, less time for testing and scoring. When utilizing DRC scoring services for constructed-response items, LAS Links data is provided **within 4–6 business days** of student test completion in order to fulfill the "just in time" data needs of all stakeholders.

Professional development

DRC highly recommends that Alum Rock Union School District personnel participate in training either prior to testing and/or after testing.

Pre-Test Training: This session provides an overview of the LAS Links Online language proficiency assessment system. All domain assessments for reading, writing, listening, and speaking are covered in this training. Using DRC's proprietary secure, robust, web-based assessment platform, participants will learn how to conduct pre-test, during test, and post-test activities. Pre-test training includes registering students, scheduling test sessions, preparing students for testing, and taking practice tests. Test proctoring (or during test) training reparation, the student testing experience, and best practices for monitoring the students during testing. Finally, post-test training will include all steps necessary for scoring student responses (if locally scoring) and generating and interpreting student proficiency reports. Participants will learn the system roles as test administrators.

Post-Test Data Dive Training: Participants of this session will have hands-on experience with key features and functionality of the DRC INSIGHT Interactive Reporting System. The session will include a review of the LAS Links scores and the interpretation of those scores as found on an individual students' Proficiency Report, as well as School and District reports. Participants will discover the ease of using this tool to learn how to:

- Identify areas where students need targeted instruction
- Create and interpret reports from numeric data, charts, and graphs
- Aggregate or disaggregate data & Download/Export reports
- Track student progress over multiple administrations with longitudinal reports
- Create reading links/Lexile reports and utilize lexile.com to increase student's reading opportunities

- Connect live client data (if available) to effective classroom strategies

LAS Links Online Reports

DRC's LAS Links Interactive Reporting System is a powerful tool that enables administrators, teachers, and parents to target and improve student language proficiency in English and/or Spanish. Assessment results are available on demand from the web-based system anytime and anywhere there is an internet connection. Once students have completed testing, and all assessments have been scored, student test data is moved to DRC's reporting system where all reports are housed. Complete access to all Interactive Reports available 15-21 business days after the test window closes.

LAS Links data reports are disaggregated by district, school, and teacher, and can also be exported for import into other systems.

As testing and scoring is completed, Alum Rock Union School District teachers and administrators will be provided access to DRC's online interactive reporting system, providing educators access to student performance reports for LAS Links. DRC's online interactive reporting system empowers educators to:

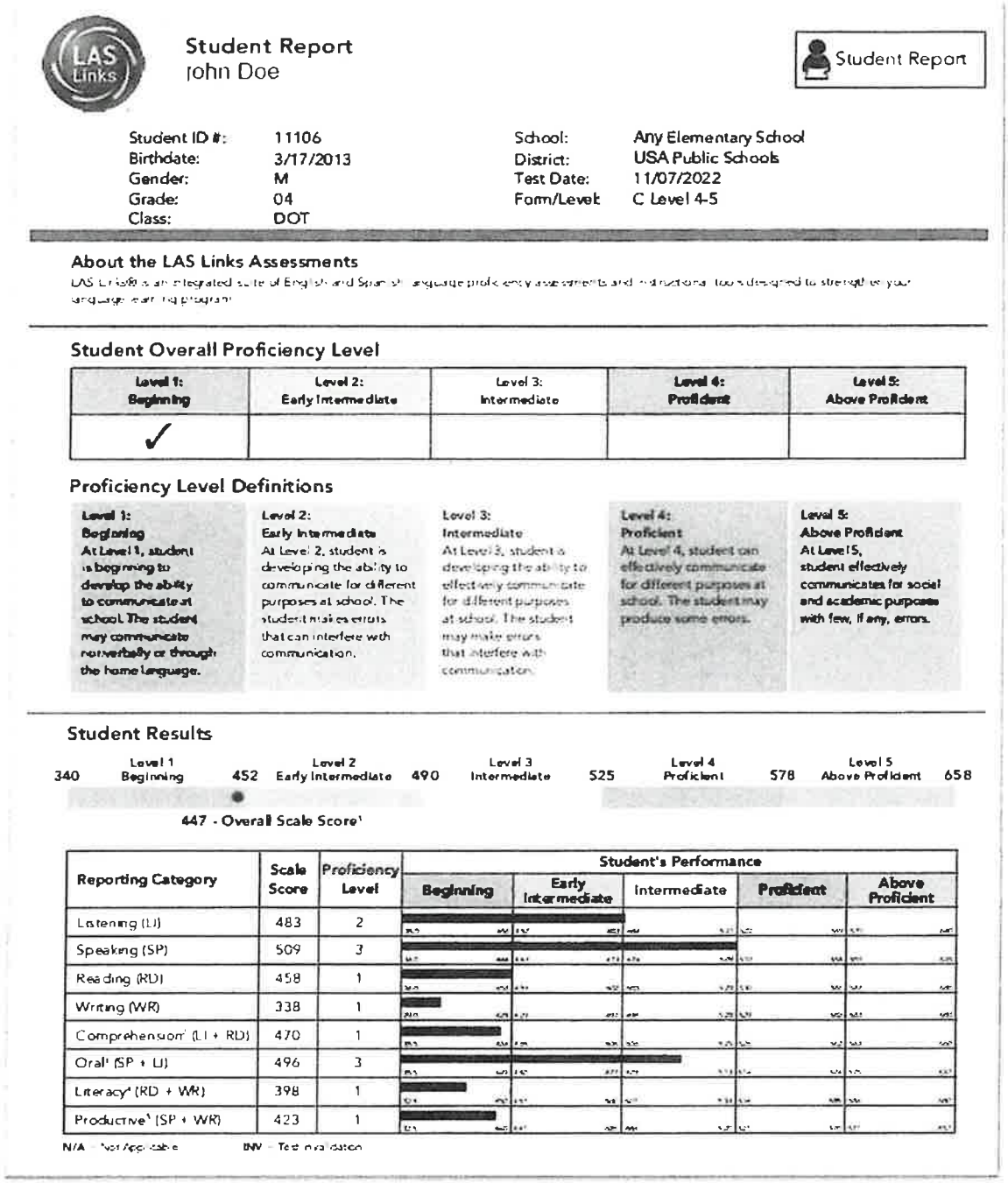
- Create their own reports, graphs, or data files
- Conduct various data queries and analysis such as longitudinal results by district, school, class, and student
- Drill down from summaries to individual students
- Print reports in PDF format or export to other software programs
- Daily data file that allows the district to export out of DRC INSIGHT and into the local SIS

All LAS Links reports assist teachers in analyzing student and class data. Reports are designed to help teachers connect test results to teaching strategies and activities in the classroom. The following provides a few examples of the LAS Links reports:

Student Proficiency Report and Home Report

DRC provides the LAS Links Individual Student Proficiency Report in English and Spanish upon completion of testing and scoring within 4-6 business days. Page 1 of the Student Proficiency Report provides student performance data, including their language proficiency level, composite scores, and the Language Context Strand scores. The Proficiency Level Descriptors are summarized while the graph offers a quick reference on how the student's scale scores relate to the corresponding proficiency levels by skill area.

Student Report—Page 1



Student Report
John Doe

Student Report

Student ID #:	11106	School:	Any Elementary School
Birthdate:	3/17/2013	District:	USA Public Schools
Gender:	M	Test Date:	11/07/2022
Grade:	04	Form/Level:	C Level 4-5
Class:	DOT		

About the LAS Links Assessments

LAS Links is an integrated suite of English and Spanish language proficiency assessments and instructional tools designed to strengthen your language learning program.

Student Overall Proficiency Level

Level 1: Beginning	Level 2: Early Intermediate	Level 3: Intermediate	Level 4: Proficient	Level 5: Above Proficient
✓				

Proficiency Level Definitions

Level 1: Beginning
At Level 1, student is beginning to develop the ability to communicate at school. The student may communicate nonverbally or through the home language.

Level 2: Early Intermediate
At Level 2, student is developing the ability to communicate for different purposes at school. The student makes errors that can interfere with communication.

Level 3: Intermediate
At Level 3, student is developing the ability to effectively communicate for different purposes at school. The student may make errors that interfere with communication.

Level 4: Proficient
At Level 4, student can effectively communicate for different purposes at school. The student may produce some errors.

Level 5: Above Proficient
At Level 5, student effectively communicates for social and academic purposes with few, if any, errors.

Student Results

340 Level 1 Beginning 452 Level 2 Early Intermediate 490 Level 3 Intermediate 525 Level 4 Proficient 578 Level 5 Above Proficient 658

447 - Overall Scale Score[1]

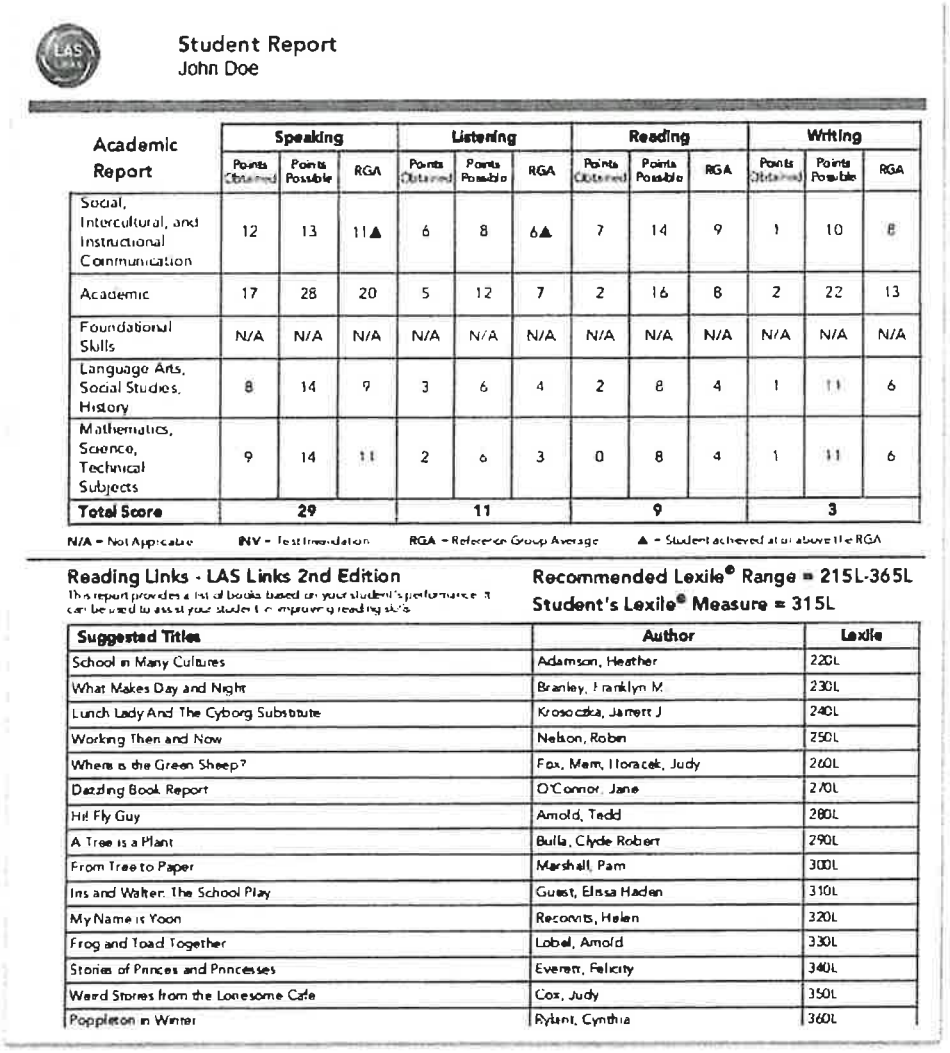
Reporting Category	Scale Score	Proficiency Level	Student's Performance: Beginning	Early Intermediate	Intermediate	Proficient	Above Proficient
Listening (LI)	483	2					
Speaking (SP)	509	3					
Reading (RD)	458	1					
Writing (WR)	338	1					
Comprehension[2] (LI + RD)	470	1					
Oral[3] (SP + LI)	496	3					
Literacy[4] (RD + WR)	398	1					
Productive[5] (SP + WR)	423	1					

N/A – Not Applicable INV – Test invalidation

LAS Links uses both academic and social contexts to evaluate language usage in authentic academic and social situations. On Page 2 of the Student Proficiency Report, the language Context Strand information helps educators understand students' language proficiency in the areas of: Social, Interpersonal and Instructional Communication; Math, Science, and Technical

Subjects; and Language Arts, Social Studies, and History across the four domains (Reading, Listening, Speaking, and Writing).

Student Report—Page 2



Student Report
John Doe

Academic Report	Speaking			Listening			Reading			Writing		
	Points Obtained	Points Possible	RGA	Points Obtained	Points Possible	RGA	Points Obtained	Points Possible	RGA	Points Obtained	Points Possible	RGA
Social, Intercultural, and Instructional Communication	12	13	11▲	6	8	6▲	7	14	9	1	10	8
Academic	17	28	20	5	12	7	2	16	8	2	22	13
Foundational Skills	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Language Arts, Social Studies, History	8	14	9	3	6	4	2	8	4	1	11	6
Mathematics, Science, Technical Subjects	9	14	11	2	6	3	0	8	4	1	11	6
Total Score	**29**			**11**			**9**			**3**		

N/A = Not Applicable INV = Test Invalidation RGA = Reference Group Average ▲ = Student achieved at or above the RGA

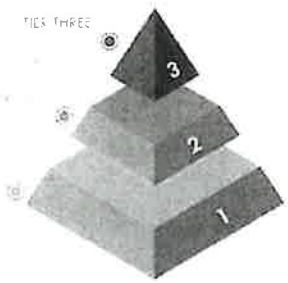
Reading Links - LAS Links 2nd Edition

This report provides a list of books based on your student's performance. It can be used to assist your student in improving reading skills.

Recommended Lexile® Range = 215L-365L
Student's Lexile® Measure = 315L

Suggested Titles	Author	Lexile
School in Many Cultures	Adamson, Heather	220L
What Makes Day and Night	Branley, Franklyn M.	230L
Lunch Lady And The Cyborg Substitute	Krosoczka, Jarrett J	240L
Working Then and Now	Nelson, Robin	250L
Where is the Green Sheep?	Fox, Mem, Horacek, Judy	260L
Dazzling Book Report	O'Connor, Jane	270L
Hi! Fly Guy	Arnold, Tedd	280L
A Tree is a Plant	Bulla, Clyde Robert	290L
From Tree to Paper	Marshall, Pam	300L
Ins and Walter: The School Play	Guest, Elissa Haden	310L
My Name is Yoon	Recorvits, Helen	320L
Frog and Toad Together	Lobel, Arnold	330L
Stories of Princes and Princesses	Everett, Felicity	340L
Weird Stories from the Lonesome Cafe	Cox, Judy	350L
Poppleton in Winter	Rylant, Cynthia	360L

In addition, the LAS Links Online Reading assessment provides a Reading Links or Lexile report on the second part of page 2 which is based on each student's Reading score. DRC has partnered with MetaMetrics to develop the students' lexile range and lexile measure(s). Educators and families appreciate the ability to use the LAS Links Reading Links Report to support student reading at home by providing a Lexile score and "Just Right Texts" lists for each student.



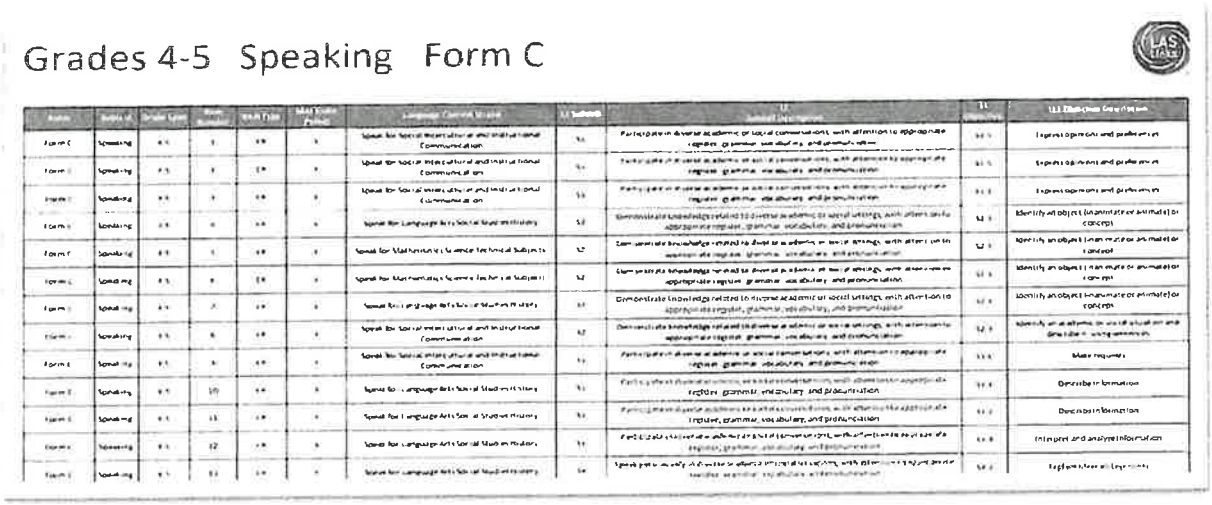
LAS Links assessment results are designed to demonstrate students' progress toward their acquisition of language skills necessary for success in both academic and social contexts. LAS Links assessment results provide a unique learning prescriptive allowing for MTSS Tier 1, Tier 2, and Tier 3 instruction by identifying skill gaps and providing real-time actionable data that yield a learning diagnostic and highlight targeted areas of instruction to prioritize learning.

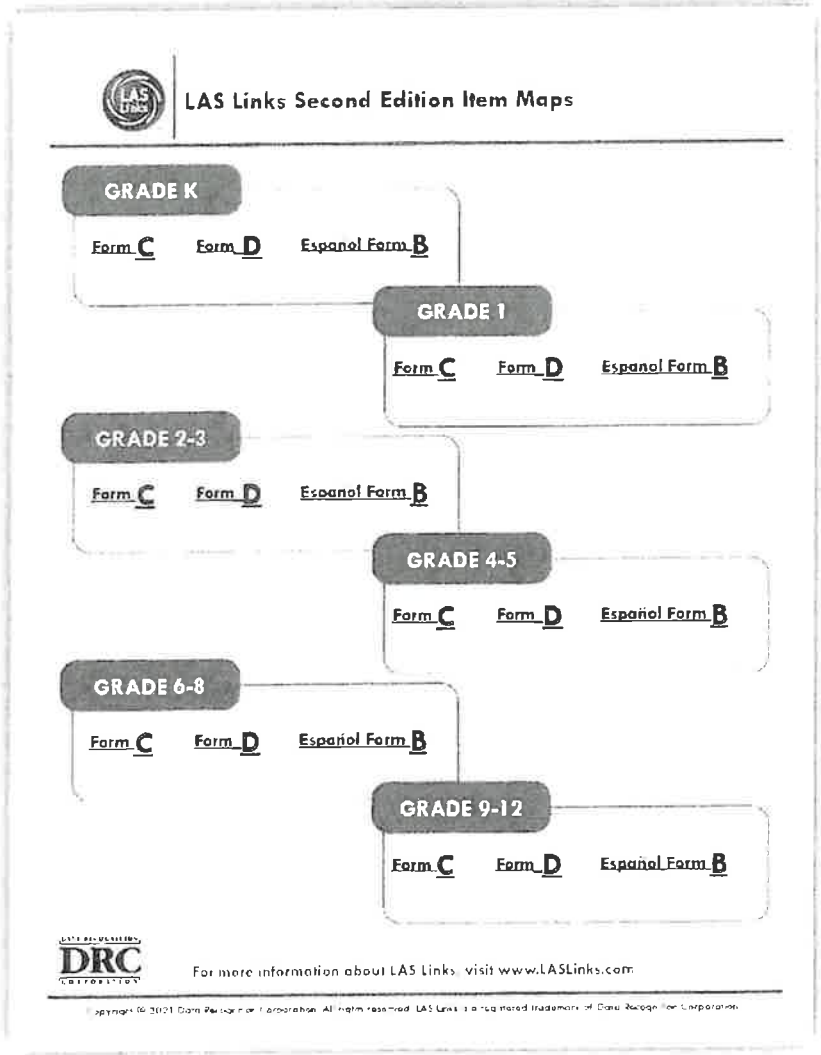
District and School Reports

The **LAS Links Item Roster Report and Item Maps** allows districts, schools, and teachers the opportunity to review student performance and analyze what was measured on each assessed item down to the subskill and objective being assessed. Rubrics are used for the speaking and writing domains to better understand how each item scored and how each point was obtained.

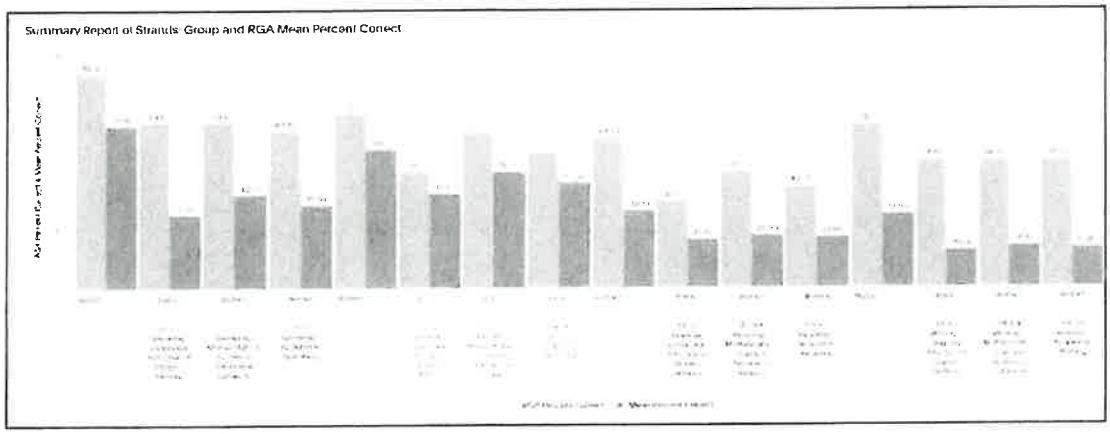
Total Points Earned	SubjectCode	Strands	Item Number (Point									
	▾ SPEAKING											
	▾ Language Arts, Social Studies, History						▾ Mathematics, Science, Technical Subjects					
Student	04 (1)	07 (1)	10 (3)	11 (3)	12 (3)	13 (3)	05 (1)	06 (1)	14 (3)	15 (3)	16 (3)	17 (3)
AARON, IRVIN | 237913 | 2018-08-30 | 04 | C/3	0	0	1	1	1	1	1	0	1	1	2	2
ANTHONY, DEVON | 237915 | 2018-08-30 | 04 | C/3	1	1	2	3	0	1	1	1	2	2	3	3
Clint, ALVIN | 237941 | 2018-08-30 | 04 | C/3	0	1	1	0	1	2	1	0	1	1	2	3
COBB, HOWARD | 237927 | 2018-08-30 | 04 | C/3	1	1	0	2	2	3	1	1	2	2	2	3

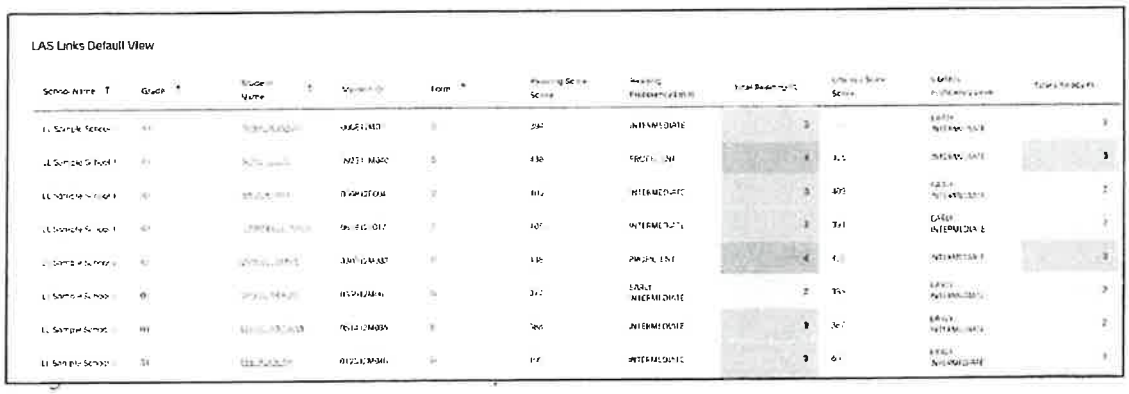
Grades 4-5 Speaking Form C





The **LAS Links Summary Report of Strands** as well as the **Roster Report** are designed to provide information to school administrators on entire grade levels or groups in a clear and concise format. They list a grade's overall, skill area, and composite performance by scale scores and proficiency levels. It also indicates the grade's diagnostic scores by language context strands. The Overall Scale Score as well as the Overall Proficiency Level for each student in a group are provided. Once the Roster Report is generated, educators can use the online dynamic reporting capabilities for a variety of analyses. For example, by double clicking on a student, the educator can drill down to the student's Individual Proficiency Report. Furthermore, by selecting one of the filtering or selection tabs at the top of the screen, reports of disaggregate populations can be quickly generated.

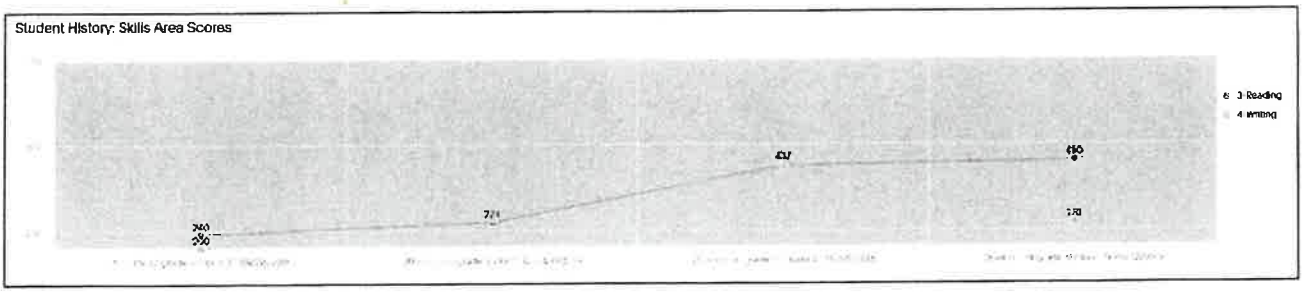


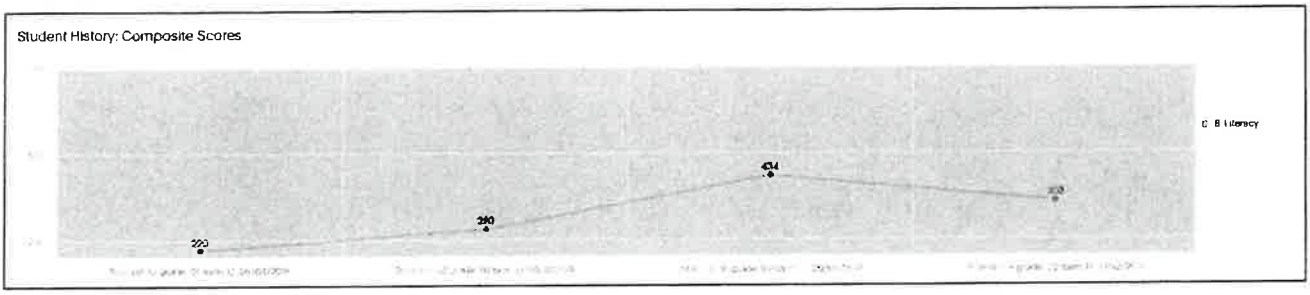


The LAS Links reporting design allows for monitoring trends, progress, and efficacy of programs due to a myriad of data points and the power of the online reporting offered by the program. A powerful data point offered by LAS Links is its use of scale scores as a growth measure. LAS Links scale scores are reported on a common scale where growth across grade levels can be tracked no matter where on the scale a student enters school.

To show students' gains annually and as they move to different grade spans of the tests, the scores on each of the five grade spans appear on a common scale within each domain. The common scale is particularly suitable to a language proficiency assessment because the test results demonstrate the student's progress toward the goal of developing the academic language skills necessary for success in the classroom.

Available shortly after the test window has closed, the following is an example of a student's dashboard report, illustrating in a graphical representation their longitudinal data for Reading, Writing, and the Literacy composite score.





Home Report

DRC provides the LAS Links Home Report which is designed to provide information to parents or guardians about the student's test results in a clear and easy-to-read format. The report indicates the student's overall proficiency levels as well as his or her proficiency levels by skill area and composite scores. Parents will gain understanding of what students can do and should be able to do. Along with this information, the report offers a list of recommended book titles at the students' Lexile range so that parents can encourage and promote reading at home based on students' reading level and be able to support the improvement of students' reading skills.

Click here to view additional LAS Links sample reports.

Cost Proposal

Quote: LAS Links Online (Español B) Grades: K-8

- 750 Students
- Listening, Speaking, Reading, Writing = 4 subtests. 6,000 subtests = 750 students, x 4 subtests x 2 test windows
- 2 Test Window Assessment Administrations
- DRC Hand Scoring Services = 1,500 Students – based on 2 test windows with 750 students each test window
- On-site Post Data Dive
- Program Management
- Fully Billable Upon Receipt

Total: $61,233.00 (please find an official quote as an appendix to this proposal)

For more information about LAS Links Online and/or this proposal, please contact:

Melissa Juliet Ochoa
Assessment Solutions Consultant CA, AZ, NV
Data Recognition Corporation
C: 714-686-0479 | mcortez@datarecognitioncorp.com
www.LASLinks.com

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Academic Services (School/Dept.) VENDOR NO. 21602

Submitted by: Yeny Rosales

☑ **Independent Contract** ☐ **MOU**

☐ Master Contract

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

Name of Individual/Company: E.L. Achieve, Inc.

Address: 2712 Plaza Ave. City: Hays State: KS Zip: 67601

Phone: (760) 290-3461 Email Address: elizabeth@elachieve.org

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on September 13, 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").

E.L. Achieve Inc. will provide Constructive Meaning 5-day institutes for elementary and ~~middle school teachers district-wide along with three leadership days for site leaders.~~

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:** $ 79,625.00 (describe rate agreement) _____

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
060	4203	0	5815	00	4760	1000	000000	305	1521	$79,625.00	8/21/24
											8/21/24

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

Scope of Work

E.L. Achieve
Creating Effective Systems for English Learners

Contact	Elizabeth Macias	Email	elizabeth@elachieve.org
Phone	760-290-3461	Fax	(831) 536-1616
Agency	Alum Rock Union Elementary School District		
Address	2930 Gay Ave.		
City, State, Zip	San Jose CA 95127		
Email	tara.bickford@arusd.org		
Agency Contact	Tara Bickford	Phone	(408) 928-6800

Services provided: Constructing Meaning Institutes - See attached Service Fees for related costs

ElemCM Cohort:
Teacher Day 1/2: October 16 & 17
Teacher Day 3: November 19
Teacher Day 4: January 14
Teacher Day 5: February 5

Combined Leader Days:
Leader Day 1: October 15
Leader Day 2: January 23
Leader Day 3: March 4

SecCM Insitute:
Teacher Day 1/2: October 30 & 31
Teacher Day 3: November 20
Teacher Day 4: January 15
Teacher Day 5: February 6

- Symposium attendance - Spring 2025
- Leadership Seminar attendance - Summer 2025
- Annual Renewal 24/25 school year

Site arrangements: For participants: Round tables, each to accommodate 4–6.
For presenter: Table for projector and another table for supplies/materials.

Materials/supplies:
Use E.L. Achieve Partner District Order Form to purchase:
Elementary Constructing Meaning
- Elementary Constructing Meaning Handbook - CM137 (one per participant)
- E.L. Achieve Primary K–2, 3–6, OR Secondary Systematic ELD Support Kit (one per participant)

Secondary Constructing Meaning
- Secondary CM Handbooks - CM150 (one per participant)
- SecCM Content Module (one per participant)
Science - CM150-10; Language Arts - CM150-20; Social Studies - CM150-30; OR Math - CM150-40
- Secondary CM Support Kit (one per participant)
English - CM300; Spanish - CM310; or Math - CM320

Provided by the Partner System:
- Strong and reliable Internet access
- LCD projector and screen, speakers for laptop, and chart stand with paper. Highlighters, Post-it notes, and pens for participants.

Services fee: $67,975.00 Plus actual travel expenses as invoiced, estimated at $11,700.00 +/-

*Cancellations or date changes not made two weeks prior to each scheduled session will incur a $1,000.00 change fee per incident.

Signature below represents agreement to the above stated provisions:

E.L. Achieve Representative	Sponsoring Organization Representative
Elizabeth Macias	
Printed Name	Printed Name
Title: Chief Executive Officer	Title:
EIN: 26-1824848	Date:

REV 2/2018

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

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

Submitted by: Dr. Tara Bickford

☐ **Independent Contract** ☐ **MOU**

☑ Master Contract

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

Name of Individual/Company: Science from Scientists, Inc.

Address: 16 Tower Office Park City: Woburn State: MA Zip: 01801

Phone: (650) 280-2009 Email Address: rtam@sciencefromscientists.org

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on September 13, 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").

Science from Scientists will engage TK through 8th grade students in science, technology, mathematics and engineering literacy that are aligned to Next Generation Science Standards (NGSS), as well as applicable state science and engineering standards and benchmarks in every region where Science from Scientists operates school programs.

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 (describe rate agreement) Total cost not to exceed $30,200.00 per site.

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
010	0000	0	5815	00	1110	1000	000000	305	7221	MASTER	

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

SCIENCE
FROM SCIENTISTS

DESCRIPTION OF SERVICES

INTRODUCTION

1. Science from Scientists (SciSci) is a 501c3 non-profit organization with a mission to teach and inspire the next generation to identify and solve real-world problems by improving science, technology, mathematics, and engineering (STEM) literacy. SciSci provides hands-on science, technology, engineering, and math lessons to grade TK-8 students on a regular, recurring schedule over the course of an academic year. The number of onsite hours is determined by each School and based on the grade level(s) selected for the program, but Typically runs either a full or half length of the school day. SciSci also offers in-person and remote Teacher Development training as well.
2. SciSci staff are individuals with degrees in STEM and or significant STEM industry experience who have been trained and coached to deliver STEM lessons in a formal classroom environment. SciSci staff work alongside classroom teachers and other school faculty to select, sequence, prepare, deliver, and evaluate SciSci lessons.
3. SciSci lessons are available for several topics including: physics, engineering, anatomy and physiology, chemistry, earth science, life science, technology, and scientific practices. Every lesson is designed in the 5E Instructional Learning Model and aligned to the Next Generation Science Standards (NGSS) as well as applicable state science and engineering standards and benchmarks in every region where SciSci operates school programs. SciSci provides all of the materials and equipment for each lesson, as well as optional follow-up activities, videos, and evaluation questions and prompts.

PROGRAM SCHEDULE INFORMATION

1. For full day programming, SciSci can typically hold 4-6 class sessions per visit depending on your School bell schedule. Half day programming can typically serve 2-3 class sessions per visit. Each class session is 50-60 minutes.
2. Class sessions are limited to a maximum of 30 students. Two educators are typically present at each visit and up to 2 different lessons can be taught per visit.
3. If you are hoping to serve more than 6 classes or more than 30 students per class session in a single day, please be aware that a team of two scientist educators cannot be split into separate rooms to accommodate the additional classes or students.
4. In the instance that you have more than six classes or 30 students:
    - 4.1. We can schedule additional full or half-day visits to accommodate all classrooms
    - 4.2. We can create a rotating schedule. This means that we will not visit every classroom every time we come to your School.



SCHOOL EXPECTATIONS

1. Scheduling – The Principal of the School, SciSci Operations Director, and SciSci Scientist Educators shall collaboratively create a schedule when services will be provided for the school year. The Principal must notify SciSci as soon as possible if a scheduled teaching date must be moved or canceled, or if there is a School event or field trip that will change the schedule. SciSci will make reasonable efforts to reschedule the canceled day, but cannot guarantee that a replacement day will be available. SciSci will only bill for days services are rendered. All SciSci staff will sign-in and sign-out at the front office.
2. Teacher Participation – A teacher or School staff member must be present (in person or virtually, depending on mode of program delivery) at all times when SciSci Scientist Educators are with students. SciSci encourages teachers/staff members to actively engage in lessons to help maximize the learning experience for students. Before each lesson, SciSci will provide a Teacher Prep document that includes an overview of the lesson, any safety or allergy considerations, and preferred room set-up or student group arrangements. During the lesson, teachers are encouraged to assist with demonstrations, run station activities, ask students questions to help them articulate their thinking, and provide one-on-one assistance to students as needed.
3. Classroom Management – SciSci educators are prepared to handle basic classroom management issues such as quieting the class down when needed as well as appropriate distribution and use of materials. We welcome teachers/staff members as our partners in mitigating minor disruptions, distractions, and other issues to ensure that every student's opportunity to engage in the lesson is maximized. It is the responsibility of the School's teacher/staff members to intervene in the case of more significant classroom behavior issues, such as addressing student discipline, sustained attention focused on the behavior of an individual student or group of students, or situations that require action outside of the classroom.
4. First Day Standard – For partnerships with 8 or more visits, the first class of the school year will be selected by the SciSci Scientist Educators assigned to your School and will consist of a student-friendly discussion of Science from Scientists' mission and how the program works, the research and career background of the assigned educators, as well as norms and expectations. This session is mandatory for both the classroom teacher or School staff member as well as the students.
5. Diversity, Equity, Inclusion Commitment – By working with SciSci, you understand that our organization is diverse, inclusive, and an equitable workplace where all employees and volunteers, whatever their gender, race, ethnicity, national origin, age, sexual orientation or identity, education, or disability, are valued and respected. Our curriculum is developed with a nondiscriminatory and inclusive approach.
6. Visitors – To ensure that SciSci provides schools and students with the best experience possible, occasionally an additional member of the SciSci team may observe the SciSci program during a class or a volunteer may join to be an additional set of hands for specific



lessons. Any guests will be accompanied by a member of SciSci. We will inform you in advance if we plan to have visitors join us.

SUBSIDIZED PROGRAMMING

1. SciSci is committed to raising funds to reduce the cost of our programming for your School. Our donors appreciate seeing how their contributions are making an impact. The more they feel connected and see the impact of their contributions, the greater the likelihood they will continue to provide funding to help support schools like yours. If your School receives discounted programming, we need your help in showing our appreciation.

Ways you may be requested to help include:

• Sharing photos or videos of our program in action as well as quotes, testimonials, or anecdotes about your School's experience with SciSci. Schools shall be responsible for obtaining any parental consents necessary and/or enabling parents to opt out of their child's participation in photos and videos. SciSci must receive written permission from the District to use photos, videos, quotes, testimonials, anecdotes, etc.

• Welcoming a donor or potential donor to your site for a classroom observation visit and brief conversation with School leadership and/or teachers about the value and impact our program has in their School. Potential donors for classroom observation or visits during school hours will need to be pre-approved by the School Principal and arrangements made to be escorted by a District certificated staff member while on campus.

• Helping us to evaluate program outcomes to identify successes and help us to continuously improve our program. We may ask your School to provide the necessary support, assistance and advocacy to provide us with access to student data about STEM related learning, interests, and attitudes. SciSci shall comply with laws and regulations regarding student data.

By accepting discounts from SciSci to subsidize the cost of our programming in your School, you agree to collaborate with SciSci in the ways listed above upon request.

PROGRAM COSTS

1. Full year ISMB (In-School Module-Based) program: 16 full day visits (50-60 minute sessions), plus Teacher Planning Meeting, before and after visit preparation, and curriculum development = $30,200

2. Half year ISMB program: 8 full day visits (50-60 minutes sessions), plus Teacher Planning Meeting, before and after visit preparation, and curriculum development = $18,700

3. **For the 2024-2025 school year, SciSci is subsidizing up to 2/3 of the cost for Title I Schools and 1/3 of the cost for Non-Title I Schools participating in our ISMB programs. The School's individual purchase order will list the program costs less the subsidy amount.**



4. Grade 2 Full Science Curriculum Program: Full year full science curriculum for 2nd grade classes: Full Year program for one classroom includes Teacher Planning Meeting, before and after visit preparation, and curriculum development = $12,700 for up to three classrooms (discounts per class will apply if multiple classrooms are scheduled)
5. Teacher Development (PD) programs: Our programs help teachers participating level up their science teaching practice. We work with new and experienced teachers to provide practical, professional learning experiences they can apply in their classrooms. Multiple 1.5 - 2 hour workshops to choose from = $1,499 per class (up to 24 participants)

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

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

Submitted by: MINH TANG

☑ **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: GREEN WORLD RECYCLING INC.

Address: 100 W. ALISAL ST., STE # 2374 City: SALINAS State: CA Zip: 93901

Phone: (831) 204-6117 Email Address: CM.GREENWORLDRECYCLING@GMAIL.COM

SSN: _____ or Fed I.D. #: 30-1282905

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on SEPTEMBER 13, 2024, and will diligently perform as required and complete performance by JUNE 30, 2026, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

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

AS A CAL-RECYCLE APPROVED E-WASTE COLLECTOR AND CA DEPT OF TOXIC SUBSTANCES CONTROL CERTIFIED UNIVERSAL WASTE ELECTRONIC DEVICES HANDLER: INCLUDES E-WASTE, METAL WASTE, FUNCTIONAL AND NON-FUNCTIONAL EQUIPMENT FOR ARUSD.

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:** $NO COSTS (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	7200	000000	430	7221	$0	8/23/24

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

Green World Recycling Inc.
Business Address: 223 Harrison Road, Salinas, CA 93907
Mailing Address: 100 W Alisal St, Ste 2374, Salinas, CA 93901
Contact: Crystian Martinez
Cell: 831-240-6117
Email: cm.greenworldrecycling@gmail.com

RECYCLING SERVICES - ALUM ROCK UNION SCHOOL DISTRICT

About Us

Green World Recycling Inc is an CalRecycle approved e-waste collector and California Department of Toxic Substances Control Certified Universal Waste Electronic Devices handler. Green World Recycling Inc has the expertise and infrastructure necessary to guarantee the following:

- Your IT assets and e-waste are processed in an environmentally responsible manner
- Your reputation is protected
- Your compliance risks are eliminated

Green World Recycling Inc works with many schools and businesses that has multiple options and can further tailor a service to each school/business's electronics recycling needs. Whether your school/business is doing a one-time upgrade, or needs periodic pick-ups throughout the year, Green World Recycling Inc can develop a service plan to recycle it all.

Services that We Provide for E-Waste Recycling.

Service Frequency: One-time or regular pickups.
Term & Cost: No payment no charge on all pickups. Including transportations, packaging materials and labors are FREE of charge with sufficient quantities.
Transportation Equipment: Heavy duty pick-up truck, 15ft flatbed trailer, 15ft enclosed trailer and 40ft flatbed trailer.
Packaging Material: Interlock carton boxes, 48x42x48 heavy duty carton bins, wood pallets, shrink-wrap plastic film. We can provide as many as needed.

E-Waste that What We Accept.

Check out below list of all the different types of electronics we can recycle for you. You'll be amazed at the range of equipment that is accepted! Feel free to contact us if you do not see your items on the list.

- Computers and Peripherals (Desktop, laptop, monitor, hard drive, keyboard, etc.)
- Office Telecom Equipment (Printer, fax machine, plotter, projection equipment, etc.)
- Mobile Devices (Cell phone, tablet, gaming device, WIFI device, MP3 player, camera, etc.)
- Data Center Equipment (Server, server rack, power distribution unit, cable, panelboard, etc.)
- Storage Media (Magnetic hard drive, solid state hard drive, backup tape, etc.)

- Internet of Things Devices (Sensor, drone, tracker, smart home device, security system, etc.)
- Electronic and Industrial Scrap (Circuit board, copper scrap, power supply unit, etc.)

Other Materials We Recycle Besides E-Waste.

We do more than just electronic waste recycle. Check out below category of our general recycle services!

Waste Metal Recycle.

We collect ferrous metals, such as alloy steel; stainless steel; carbon steel; wrought iron; cast iron and etc. We also collect nonferrous metals, such as aluminum; brass and bronze; copper; tin; zinc and etc. Any size, any shape can be removed from your sites.
Term & Cost: No payment no charge on all pickups.

Functional & Non-Functional Equipment:

Forklifts, motor vehicles, lawn mower, floor sweeper, tractor etc.
Term & Cost: No payment no charge on all pickups.

Feel Free to email us a picture for the item that you are not sure if it is recyclable! Thank you!

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: BUSINESS SERVICES (School/Dept.) VENDOR NO. _____

Submitted by: TERESA DECELLES

☑ **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: RMS ORGANIZATION CONSULTING & TRAINING

Address: 228 FLYNN AVE. City: MOUNTAIN VIEW State: CA Zip: 94043

Phone: (650) 207-7286 Email Address: RMSATO@AOL.COM

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on SEPTEMBER 13, 2024, and will diligently perform as required and complete performance by DECEMBER 30, 2024, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

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

Co-facilitate interim superintendent Manny Barbara with the various committee meetings that are scheduled to involve members of the Alum Rock Union School district staff and Community designees to form "The Superintendent School Consolidation Advisory Committee"

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:** $6325.00 (describe rate agreement) SEE TERMS

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	$6325.00	9/5/24

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

RMS Organization Consulting & Training
R. Michael Sato, Principal Consultant

R. Michael Sato, M.S. PPS-LEP,-LMFT
228 Flynn Ave
Mountain View, CA 94043
Mobile – (650) 207-7286
eMail – RMSato@AOL.Com

Alum Rock Union School District

Co-Facilitator Proposal

Submitted to: Manny Barbara

The proposal is intended to assist Mr. Manny Barbara with the various Committee Meetings that are scheduled to involve members of the Alum Rock Union School District Staff and Community designees to form "The Superintendent School Consolidation Advisory Committee".

The proposed Co-Facilitation is intended to the following tasks:

- Attend and co-facilitate all 12 scheduled meetings – 2.5 hours each
- Overall planning for the deliverables and outcomes for all 12 meetings – 1.5 hours
- Pre-Meeting planning and materials development with Mr. Barbara – 1.0 hours each
- Post Meeting results analysis and planning for the next meeting – 1.0 hours each
- Post Meeting wrap-up and position paper to the ARUSD Board of Education – 2.0 hours

The total hours to be billed are . . .

- Meeting Attendance – 30 hours
- Overall Planning – 1.5 hours
- Pre and Post Meeting Planning – 24 hours
- Post Meeting Position Paper Planning – 2.0 hours

Total Hours: 57.50

Total Charge: $6,325.00

Respectfully Submitted,



R. Michael Sato
Principal consultant

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. 301011

Submitted by: Denisse Mendez, Director of Child Nutrition Services

☑ **Independent Contract** ☐ **MOU**

☐ Master Contract

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

Name of Individual/Company: Shared Plate Strategies LLC

Address: 20108 N. Ste. N. City: Sacramento State: CA Zip: 93401

Phone: (518) 865-2022 Email Address: ben@sharedplatestrategies.com

SSN: _____ or Fed I.D. #: 88-3470327

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on August 15, 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").

This project aims to assist Alum Rock Child Nutrition Services in soliciting food procurement bids and develop ~~procurement procedures to streamline our protocols for purchases and services that meet the need of the various~~ program goals and support systems for the scheduled procurement review. Services will be carried out virtually unless ~~in-person meetings are necessary. Budget includes direct and indirect costs at a rate of $150 per hour Max hours 200~~ hrs

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

☐ a. **Fee Rate:** $150/hr per hour/day of service as may be requested by ARUESD, not to exceed a maximum of 200 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) _____

$30,000 estimated

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	$30,000	8/26/24

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

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SHARED PLATE
STRATEGIES

Alum Rock Union School District Child Nutrition Services
Farm to School & Procurement Support Scope of Work
Shared Plate Strategies
Produced for Denisse Mendez and Katrina Zhang

August 15, 2024

Project Goals, Objectives, Activities and Timeline

The overall goal of this project is to support Alum Rock Union School District Child Nutrition Services (ARUSD-CNS) to further develop their farm to school program for long term growth and sustainability, including: completing Farm to School Fresh Produce, Broadline Fresh Produce and equipment RFP Formal Procurements; provide technical assistance on the Department Procurement Review; support bulk milk purchasing; and developing Buy American tracking system that builds on and streamlines existing local farm purchasing tracking; and supporting bulk milk purchasing. (200 hours total from August 2024 - July 2025)

Objective 1: Develop bid solicitations from writing to award for Farm to School Fresh Produce, Broadline Fresh Produce and Equipment (August-September 2024, Estimated 70 hours)

Activities include:

- Develop bid solicitations, including item lists.
- Review and revise with Client.
- Support promotion of released bid solicitations to potential vendors.
- Assist Department in scoring and awarding bids.

Objective 2: Provide training and technical assistance to Department leaders and staff to develop tracking and reporting systems and support their Procurement Review throughout the 2024-25 school year. (September 2024 - June 2025, Estimated 60 hours)

Activities include but are not limited to:

- Develop a training plan and support the ARUSD-CNS Team to develop systems and processes for procurement reporting and tracking.
- Work with ARUSD-CNS to compile and analyze their Vendor Paid List and Procurement Table for State reporting; complete any portions that require additional analysis.
- Support communications and participate in meetings with State Procurement Review team as needed.
- Create reporting tracker; organize and file all documentation and package for ARUSD-FS for submission to State Procurement Review.
- Support ARUSD-CNS to respond to State Procurement Review questions and communications as needed.
- Once comments have been received from the State Procurement Review, support ARUSD-CNS to develop a Corrective Actions Tracker to assess and track corrective actions as needed.

Objective 3: Developing Buy American tracking system that builds on and streamlines existing local farm purchasing tracking. (August 2024 - November 2024, 50 hours)

Activities include:

- Request origin of production data from all vendors.
- Check products purchased vs. those bid to ensure that Buy American agreements from initial bids are being maintained.
- Identify and track justification for non-domestic purchases and file for Department for future Reviews.

Objective 4: Support implementation of organic bulk milk purchasing pilot (August 2024 - April 2024, Estimated 20 hours)

Activities include:

- Develop supply maintaining CDE compliance.
- Support staff training and educational material development for staff and students as needed.

Budget

The following budget includes all anticipated direct and indirect costs of delivering the project, including labor, overhead, travel, supplies, etc., at a rate of $150 per hour.

For the roles described above, we anticipate the following breakdown of hours to be led by Ben Thomas:

Objective 1 - August 2024 - September 2024, estimated 70 hours

Objective 2 - September 2024 - June 2025, estimated 60 hours

Objective 3 - August 2024 - November 2024, estimated 50 hours

Objective 4 - August 2024 - April 2024, estimated 20 hours

Total estimate = 200 hours at $150 = $30,000

Qualifications

Shared Plate Strategies LLC was formed in 2022 by Ben Thomas, one of California's foremost experts on local procurement and scratch cooking implementation in schools. Shared Plate Strategies evolved from the increasing need from school child nutrition departments for technical assistance to advance their farm to school visions while navigating complex procurement regulations, production processes, and sourcing and logistics pathways. Ben will serve as the lead technical assistance provider and manager for this project. Through Shared Plate Strategies LLC, Ben provides school districts with a robust set of services ranging from planning and facilitation to staff engagement, menu development, supplier onboarding, and development of procurement and tracking systems within state and federal guidelines. All services are customized to the specific needs of each District's Nutrition Services program.

Ben has been working in institutional procurement for 13 years, most recently overseeing the statewide Farm to Cafeteria Program at the Community Alliance with Family Farmers (CAFF) from 2015-2022. During his tenure, the Farm to Cafeteria program at CAFF directly supported more than 200 school districts in California to procure from local farms. Ben has extensive experience in developing and implementing successful bid solicitation processes, having worked with more than 40 districts on more than 60 bid solicitations since 2014. Ben led development of the Bid Generator software to automate the creation of formal bid solicitations for school districts at CAFF that is still in use. He served on the CDFA Statewide Farm to School Subcommittee and was the Sustainable Food Manager for UC Davis prior to CAFF. Ben holds a Bachelors Degree in Economics with Honors from Siena College in Albany, New York.

Tim Wilkinson joined Shared Plate Strategies to support bid processes for schools, recently completing a full spectrum of bid solicitations with Ben and client Alum Rock Union. Tim has a 20 year career in sales and purchasing, most recently as the USA buyer and operations manager at Lezyne, Inc., a worldwide bicycle accessories manufacturer. Previous to that, Tim has experience developing and documenting operational procedures for new sales teams, existing businesses, as well as creating and developing projects and events. Tim holds an engineering degree from Cal Poly, San Luis Obispo.

Shared Plate Strategies Contact Information

Ben Thomas

ben@sharedplatestrategies.com

805-316-0761

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: Kidango, Inc

Address: 44000 Old Warm Springs Blvd City: Fremont State: CA Zip: 94538

Phone: (510) 435-9567 Email Address: grants@kidango.org

SSN: _____ or Fed I.D. #: 94-2581686

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on September 13, 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").

Kidango plans to increase the number of highly-qualified teachers and competencies for ~~California State Preschool Program (CSPP) by recruiting and develop CCSPP, TK and K~~ teachers. Kidango will address the professional development needs of its CSPP teachers. ~~These services will be provided using the Early Education Teacher Development (EETD) grant.~~

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:** $ 68,150 (describe rate agreement) ARUSD shall pay Kidango a fee not to exceed to provide the services described above. Kidango shall invoice ARUSD monthly, till June 2025.

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
120	6054	0	5815	00	0001	1000	000052	063	6055	$68,150	8/30/24
											8/30/24

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

MEMORANDUM OF UNDERSTANDING
Between
Alum Rock Union School District
And
Kidango, Inc.

PURPOSE
The Memorandum of Understanding (MOU) that follows is a formal agreement between Alum Rock Union School District (herein referred to as "ARUSD" or "District") and Kidango, Inc. (herein referred to as "Kidango" to lead the consortium's plan to increase the number of highly-qualified teachers and competencies for CSPP.

SCOPE OF SERVICES
It is agreed that Kidango will recruit and develop CSPP, TK, and K teachers. Kidango will address the professional development needs of its CSPP teachers when it comes to obtaining a degree, meeting permit renewal requirements, and advancing in their career. This is accomplished through 1) providing tuition reimbursement and 2) providing access to PD training and courses that are accessible at the staff's convenience, which is completely trackable by an administrator. Kidango will apply a 15% administrative fee.

FEE FOR SERVICES
ARUSD shall pay to Kidango a fee not to exceed $68,150 (SIXTY-EIGHT THOUSAND ONE-HUNDRED FIFTY DOLLARS) to provide the services described above. Kidango shall invoice ARUSD monthly, till June 2025.

TERM
This MOU shall become effective immediately when signed by both parties and remain in effect until both parties have fulfilled all obligations of this MOU or by June 30, 2025, whichever occurs first, and shall thereupon terminate.

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

If at any time during the performance of this MOU the ARUSD determines, at its sole discretion, to suspend indefinitely or abandon the work under this MOU, the ARUSD shall have the right to terminate the performance of Kidango's services hereunder by giving thirty (30) days written notification to Kidango of its intention to terminate and shall pay Kidango for all fees earned through the date of termination

INDEMNIFICATION
Kidango shall indemnify, pay for the defense of, and hold harmless ARUSD and its officers, agents, and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions, and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of Kidango's negligent or willful acts and/or omissions in rendering any services hereunder. Kidango shall assume full responsibility for payments of federal, state, and local taxes or contributions imposed or required under the social security, workers' compensation or income tax law, or any disability or unemployment law, or retirement contribution of any sort whatever, concerning Kidango or any employee of Kidango and shall further indemnify, pay for the defense of, and hold harmless ARUSD of and from any such payment or liability

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arising out of or in any manner connected with Kidango's performance under this MOU.

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

SUBCONTRACT AND ASSIGNMENT
Neither party shall assign its rights, duties, or privileges under this MOU, nor shall either party attempt to confer any of its rights, duties or privileges under this MOU on any third party, without the written consent of the other party.

INDEPENDENT CORPORATION STATUS
This MOU is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

CALIFORNIA LAW
This MOU shall be governed by and the rights, duties, and obligation of the parties shall be determined and enforced in accordance with the laws of the State of California.

AMENDMENT
This MOU may be amended only by a written instrument signed by duly authorized representatives of the ARUSD and Kidango.

SEVERABILITY
The invalidity in whole or in part of any provision of this MOU shall not void or affect the validity of any other provision of this MOU.

IN WITNESS THEREOF, Kidango, Inc. and the Alum Rock Union School District have executed this Memorandum of Understanding as of the dates indicated below.

Alum Rock Union School District:	**Kidango, Inc.**
Signature:	Signature: 
Print Name:	Print Name:
Emmanuel Barbara	Scott Moore
Title:	Title:
Interim Superintendent	Chief Executive Officer
Date:	Date: 08 / 16 / 2024

Doc ID: ba2a9000e7f65aa126ddd42aef2e782a42679e

California Department of Education
Fiscal Administrative Services Division
AO-400 (REV. 09/2014)

Grant Award Notification

GRANTEE NAME AND ADDRESS	CDE GRANT NUMBER			
Dr. Hilaria Bauer, Superintendent Alum Rock Unified School District 2930 Gay Ave. San Jose, CA 95127-2322	**FY**	**PCA**	**Vendor Number**	**Suffix**
	22	25629	69369	00
Attention Dr. Hilaria Bauer, Superintendent	**STANDARDIZED ACCOUNT CODE STRUCTURE**			**COUNTY**
Program Office	**Resource Code**		**Revenue Object Code**	43
Telephone (408) 928-6822	6054		8590	**INDEX**
Name of Grant Program Early Education Teacher Development Grant				0656

GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	$136,300		$136,300		July 1, 2022	June 30, 2025

CFDA Number	Federal Grant Number	Federal Grant Name	Federal Agency

I am pleased to inform you that you have been funded for the California Department of Education (CDE) Early Education Teacher Development Grant (EETDG) fiscal years 2022–25.

This award is made contingent upon the availability of funds. If the Legislature acts to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.

Please return the original, signed Grant Award Notification (AO-400) via email to:

Diana Lua, Staff Services Analyst
EarlyEducatorGrant@cde.ca.gov
Early Education Division
California Department of Education

California Department of Education Contact Diana Lua	**Job Title** Staff Services Analyst
E-mail Address EarlyEducatorGrant@cde.ca.gov	**Telephone** 916-322-6233
Signature of the State Superintendent of Public Instruction or Designee ▸	**Date** October 31, 2022

CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS

On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.

Printed Name of Authorized Agent	**Title**
E-mail Address	**Telephone**
Signature ▸	**Date**

Grant Award Notification (Continued)

The purpose of the EETDG funding is to increase the number of highly qualified teachers available to serve in a California State Preschool Program (CSPP) and Transitional Kindergarten (TK) and to improve specific competencies of CSPP, TK, and kindergarten (K) teachers.

1. All grantees will utilize the EETDG funding to increase the number of highly qualified teachers available to serve in either CSPP and TK, including increasing the number of credentialed teachers meeting the requirements of California *Education Code* (*EC*) Section 48000(g).

2. All grantees will utilize the EETDG funding to improve the following competencies of CSPP, TK, and K and will integrate professional learning opportunities for all early education workforce: the ability to provide instruction in inclusive classrooms, the ability to provide culturally responsive instruction, the ability to support dual language learners, the ability to enhance social-emotional learning, the ability to implement trauma-informed and restorative practice, and the ability to mitigate implicit biases to eliminate exclusionary discipline.

3. All grantees will utilize the EETDG funding to provide professional development to principals and administrators overseeing the Universal PreKindergarten (UPK) programs on the value and tenets of effective instruction for young children.

4. All grantees are required to comply with the reporting requirements of the EETDG funding.

    a. Grantees agree to follow any applicable federal or state law relating to this grant and will meet all fiscal and auditing standards required by the CDE.

    b. Templates for data, programmatic, and fiscal reporting will be sent to all grantees.

    c. Data, programmatic, and fiscal reporting are required using the reporting periods below, and any communication will be sent via the EarlyEducatorGrant@cde.ca.gov email box. **All quarterly reports will be due no later than 15 days after the end of each quarter.**

        i. **October 15, 2022**: Report due for July 1 through September 30, 2022
        ii. **January 15, 2023:** Report due October 1 through December 30, 2022
        iii. **April 15, 2023:** Report due for January 1 through March 30, 2023
        iv. **July 15, 2023:** Report due for April 1 through June 30, 2023
        v. **October 15, 2023:** Report due for July 1 through September 30, 2023
        vi. **January 15, 2024:** Report due for October 1 through December 30, 2023
        vii. **April 15, 2024:** Report due for January 1 through March 31, 2024
        viii. **July 15, 2024:** Report due for April 1 through June 30, 2024
        ix. **October 15, 2024:** Report due for July 1 through September 30, 2024
        x. **January 15, 2025:** Report due for October 1 through December 31, 2024
        xi. **April 15, 2025:** Report due for January 1 through March 31, 2025
        xii. **July 15, 2025:** Report due for April 1 through June 30, 2025

    d. Information collected in the quarterly reporting templates includes, but is not limited, to the following:

        i. Data Report

            1. Number of teachers that have received funding
            2. Types of education goal (permit, credential, professional development)

3. Demographic information (race, ethnicity, gender)
4. Assigned program setting (CSPP, TK, or K)
5. Topic of professional development offered and how many attendees
6. Drop-out rate
7. Other development funds used in conjunction with EETDG funds to increase teacher workforce numbers and professional development
8. Numbers of administrators that are receiving professional development and what topic

ii. Programmatic Report

1. Please describe the efforts to integrate CSPP, TK, and K professional development opportunities.
    a. How did you integrate the opportunities for the aforementioned teachers?
    b. How many teachers attended and from which program?
    c. What topics were offered or covered?
    d. What was successful?
    e. What was challenging?
    f. How will you either continue or strengthen the integration of PD opportunities for the next fiscal quarter?

2. Please describe the efforts toward recruiting new CSPP teachers with experience in early learning and care (ELC) settings and collaborating with institutions of higher education (IHEs) to ensure a qualified PreKindergarten teacher pipeline.

    a. Describe your recruitment efforts for this quarter in increasing CSPP teachers.
    b. Which IHEs did you collaborate with?
    c. What was successful?
    d. What was challenging?
    e. How will you either continue or strengthen your recruitment efforts for the next fiscal quarter?
    f. How will you either continue or strengthen your collaboration with IHEs for the next fiscal quarter?

3. Please describe the efforts toward recruiting new TK teachers with experience in ELC settings and collaborating with IHEs to ensure a qualified PreKindergarten teacher pipeline.

    a. Describe your recruitment efforts for this quarter in increasing TK teachers.
    b. Which IHEs did you collaborate with?
    c. What was successful?
    d. What was challenging?
    e. How will you either continue or strengthen your recruitment efforts for the next fiscal quarter?
    f. How will you either continue or strengthen your collaboration with IHEs for the next fiscal quarter?

4. Please describe the efforts of the training and professional development for principals and administrators overseeing CSPP, TK, or K around the values and tenets of effective instruction for young children.

a. What were the topics that were offered in training and professional development?
b. How did you offer the training? Was it virtual or in-person?
c. How many principals and administrators have attended training this quarter?
d. What was successful?
e. What was challenging?
f. What additional needs do your principals and administrators have?
g. How will you either continue or strengthen the professional development efforts for principals and administrators for the next fiscal quarter?

5. Please describe the efforts for the creation or continuation of inclusive classroom settings for CSPP and TK. An inclusive classroom is defined as one where a child is enrolled and receives a majority of their special education supports and services in the CSPP or TK classroom.
   a. How many inclusive CSPP and TK classrooms existed before receiving EETDG funds?
   b. Share how you have used the EETDG funds to either create or strengthen educational supports in the CSPP and TK classrooms.
   c. How many teachers work in inclusive classrooms? Describe their training.
   d. Share any other funding sources that you utilize in conjunction with the EETDG funds to create or continue CSPP or TK inclusive classrooms.
   e. What was successful?
   f. What was challenging?
   g. How will you either continue or strengthen your efforts toward inclusive CSPP and TK classrooms for the next fiscal quarter?

iii. Fiscal Report

1. Certificated Salaries
2. Classified Salaries
3. Employee Benefits
4. Books and Supplies
5. Services and Other Operating Expenditures
6. Subagreement for Services
7. Travel
8. Indirect Costs

5. All grantees are required to retain a copy of the General Assurances for their records and audit purposes, which can be obtained on the CDE Funding Forms web page at: https://www.cde.ca.gov/fg/fo/fm/ff.asp.

Payments

- Payment one: 25 percent payment
  - Advanced at the beginning of grant term upon approval of the Narrative Plan and Budget.
- Payment two: 25 percent payment
  - Payment advanced once half of the previous payment has been expended.
- Payment three: 25 percent payment
  - Payment advanced once half of the previous payment has been expended.
- Final 25 percent
  - Expenses reimbursed upon receipt of expenditure reporting.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Human Reources (School/Dept.) VENDOR NO. 22672

Submitted by: Cesar Torrico

☑ **Independent Contract** ☐ **MOU**

☐ Master Contract

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

Name of Individual/Company: Severin Intermediate Holdings LLC; DBA: PowerSchool Group LLC

Address: 150 Parkshore Drive City: Folsom State: CA Zip: 95630

Phone: (888) 265-7641 Email Address: abhishek.sharma@powerschool.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 26, 20 24, and will diligently perform as required and complete performance by ~~August 25~~, 20 25, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

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

Perform Strategic Solution Consultant - 5 hours of Evaluation Training for new and existing Administrators

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:** $ 1,625.00 (describe rate agreement) 5 hours of virtual training

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
010	0000	0	5846	00	0000	7200	000000	600	5010	$1,625.00	8/26/24

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

Docusign Envelope ID: CA1E8B04-11A4-4AB6-9ED5-12956AFBEFB5

PowerSchool
Powering Brighter Futures

PowerSchool Group LLC
150 Parkshore Dr., Folsom, CA 95630
Quote #: Q-1031245 - 2
Quote Expiration Date: 30-SEP-2024

Sales Quote - This Is Not An Invoice

Prepared By:	Madison Keller	Customer Contact:	Cesar Torrico
Customer Name:	Alum Rock Union Elementary School District	Title:	Assistant Superintendent, Human Resources
Enrollment:	7,000	Address:	2930 Gay Ave
Contract Term:	12 Months	City:	San Jose
Start Date:	26-AUG-2024	State/Province:	California
End Date:	25-AUG-2025	Zip Code:	95127
		Country:	United States
		Phone #:	(408) 928-6835

Product Description	Quantity	Unit	Extended Price
Initial Term 26-AUG-2024 - 25-AUG-2025			
Professional Services and Setup Fees			
Perform Strategic Solution Consultant	5.00	Hours	USD 1,625.00

Professional Services and Setup Fee Totals: **USD 1,625.00**

Subscription Period Total

Subscription Period	**26-AUG-2024 - 25-AUG-2025**
Amount To Be Invoiced	**USD 1,625.00**

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. Customer understands the above Annual Ongoing Fees for the next subscription period do not include the annual uplift, which will be applied at the time of renewal. On-Going PowerSchool Subscription/Maintenance and Support fees are invoiced at the then current rates and enrollment per terms of the main agreement executed between PowerSchool and Customer ("Main Services Agreement"). Any applicable state sales tax has not been added to this quote. Subscription Start and End Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote. All invoices shall be sent to Customer upon or promptly after execution of this quote, unless otherwise set forth in the applicable statement of work or Main Services Agreement (e.g., services billed on time and material basis will be invoiced when such services are incurred). Notwithstanding anything to the contrary in the Main Services Agreement, if Customer pays in advance for any professional services, all professional services must be scheduled and delivered within twelve (12) months of the applicable quote start date, unless otherwise agreed in writing by PowerSchool; any portion of any prepaid amount for professional services that has not been used by Customer toward professional services rendered within such twelve (12) month period will be forfeited. Payment shall be due to PowerSchool before or on the due date set forth on the applicable invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for confirming this order and its own internal purposes, and no other. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months. Treatment of purchase orders are governed as provided in the Main Services Agreement. By execution of this quote, or its incorporation, this and future purchases of subscriptions or services from PowerSchool are subject to and incorporate the terms and conditions found at:
https://www.powerschool.com/MSA_Mar2024/

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. 301255

Submitted by: Annya Artigas, Ed.D., 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: Faith in Action Community Education Services LLC (F.A.C.E.S.)

Address: 401 E. Main Street City: Stockton State: CA Zip: 95202

Phone: (209) 870-0471 Email Address: jbrown@facesedu.org

SSN: _____ or Fed I.D. #: 83-0818579

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on September 13, 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").

Faith in Action Community Education Services LLC (F.A.C.E.S.) will provide weekly supervision by internal licensed mental health clinicians for Aptitud Community Academy for the following services: facilitate group counseling, individual treatment counseling support with students identified as needing services, crisis response services, suicidal ideation, and positive behavior.

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:** $ 30,000.00 (describe rate agreement) 2 days/week for 8 hours/day, minimum 30 students

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS OFC Initials
060	9010	0	5815	00	1110	3110	000073	120	3223	$30,000.00	
										8/30/24	

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

Doc ID: 2f9861661bdfd235f218af6bd4705c324570fc2b

F . A . C . E . S

This budget proposal is to provide 1 part-time Mental Health Clinicial on-site two days per week for eight hours each day for a total of sixteen hours per week. The expected duties of the Mental Health Clinician are to provide the following services:

- Facilitating group counseling (Social skills, coping, emotional regulation, distress tolerance, Anxiety, Depression, drug addiction ect).
- Individual treatment counseling support with students identified as needing services.
- Crisis Response Services.
- Sucidal Ideation
- Positive Behavior

F.A.C.E.S. therapist receive weekly supervision from our internal licensed mental health clinicians in specific areas of therapy including but not limited to: Cognitive Behavior Therapy, Dialectical Behavior Therapy, Psychodynamic Therapy, Interpersonal Therapy, and Humanistic Therapy. Group and individual sessions will be conducted between 60 and 90 minutes per session, allowing for 15-30 minutes before and after session for progress notes.

Aptitud Community Academy (2024-2025)		**Budget Proposal for (1) Part-time on-site Mental Health Counselor**		
Hours per Week	Hours per Day	Number of Students	Days of Service per week	School Budget
16	8	Minimum 30	2	$30,000

401 E. Main Street
Stockton, CA 95202
209.870.0471
info@FACESedu.org
FACESedu.org

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

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

Submitted by: 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: Bollywood Dance Central (BDC)

   Address: 371 N Noe Street City: San Francisco State: CA Zip: 94114

   Phone: (832) 339-0058 Email Address: bollywooddancecentral@gmail.com

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

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date September 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:

   Bollywood Dance Central (BDC) will provide a 12 week program at 3 ARUSD elemetary schools serving 120 students teaching them a bollywood piece and the significance of dancing in Indian communities.

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:** $58,500 (describe rate agreement) _____

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
060	2600	0	5815	00	1100	1000	020200	360	7392	$58,500	

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

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

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

Bollywood Dance Central Proposal

Alum Rock Union Elementary School District

August 2024

ISSUED BY
Bollywood Dance Central

REPRESENTATIVE
Sindhuja Karanam
bollywooddancecentral@gmail.com
(832)339-0058

COVER LETTER

Date Today: August 16, 2024

Prepared for: Alum Rock Union Elementary School District

Dear Alum Rock Union Elementary School District,

Thank you for your time on checking our proposal.

We are Bollywood Dance Central and we provide Bollywood dance performances and classes for students. In addition, we also provide cultural enrichment activities such as henna, dhol drummers, and rangoli. In this proposal, you'll see information about our services, pricing quote, terms and conditions.

We look forward to talking with you.

Sincerely,

Bollywood Dance Central

COMPANY OVERVIEW

ABOUT THE COMPANY

Bollywood Dance Central LLC was formed in 2017 and we are now located in 2 states and 4 cities. Our studio has taught hundreds of students and performed in over 70 locations across the United States.

VISION & MISSION STATEMENT

Our mission is to elevate the Bollywood Dance caliber of students around the country and provide clients with an enriching Indian cultural experience. Our hope is that students and clients will learn about Indian heritage, traditions, and culture through the lens of Bollywood dance and music. We hope that through our services students and clients gain an appreciation not only for Indian culture but all cultures that are not their own. We have succeeded if students and clients walk away from our sessions recognizing that we are all humans regardless of how we dress, what we eat, and what we celebrate.

OUR SERVICES

Services	Description
Performances	Bollywood Dance Central performances start with a 5 minute performance. This performance showcases various Indian dance styles including - Bhangra, Bollywood, Raas, Garba, and Semi-Classical. After the performance, we will ask the audience to join us as we demonstrate beginner bollywood moves that all students can participate in.
Dance Classes	We will provide bollywood dance classes to students of all ages that usually involve 5 minutes of stretching, 50 minutes of dance step demonstration, and 5 minutes of drilling and practising.
Dance Costumes	As a part of the program, we will be providing bollywood dance costumes for students to have during their classes. Indian fabrics and clothing are an important part of the culture that we would want students to experience.

OUR PRICING

	Price	Duration	Description
Classes + Costume Rentals	$55,000	72 hours	12 week program 3 schools Servicing 120 students
Golden State Warriors Pre-Game Performance (40 students) **Performance Date: Jan 28**	$3,500	2 minute performance	Performance day logistics all organised by BDC. Students must provide their own tickets and transport.
Total	**$58,500**		

Package Details

Performances:

Bollywood Dance Central performances are high energy performances with 2 dancers each and a full production at each school. Here is a sample video of a past performance. This type of performance will be conducted at every single school. Our goal is to make this day an energetic dancing spectacle.

After the performance, we will have a bollywood dance demonstration where we will ask the audience to stand up and follow along in some basic bollywood moves. We will then all do it together as a large group. This is usually a fun way to introduce Bollywood to a large group. Dancers will also stay after this segment to answer any questions students have about Indian culture, dancing, etc!



Dance Classes:

We will conduct 72 hours of Indian dance class total. This can be spread out across different schools and groups as the school sees best. Through this session, each group will learn a bollywood piece and the significance of dancing in Indian communities.

Class structure:

- 5 minutes of Bollywood/ Indian Dance Stretches
- 50 minutes of learning Choreography
- 5 minutes of drilling and practice

Dance Costumes:

As a part of the program, we will be providing bollywood dance costumes for students to have during their classes. Indian fabrics and clothing are an important part of the culture that we would want students to experience.



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. 300797

Submitted by: Dr. 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: Bricks4Kidz

   Address: 1135 Cottage Lane City: Hercules State: CA Zip: 94547

   Phone: (408) 515-3095 Email Address: fjaved@bricks4kidz.com

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

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date September 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:

   Bricks4Kidz will provide an enriching atmosphere for children to learn to build and play using LEGO bricks project kits across ARUSD elementary schools, for 640 students, 8 weeks of program at each school. The program will be integrated with ARUSD after school programming (ELOP)

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:** $ 76,800.00 (describe rate agreement) not to exceed

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
060	2600	0	5815	00	1110	1000	020200	360	7392	$76,800	8/21

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. 8/22/24

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



July 13, 2024

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

Multi-Week Program held at 16 schools (broken into 2 cycles throughout the year)
2 classrooms of 20 children each (40 students/school)
60 minute sessions for each class

Our Services
We at Bricks4Kidz provide an extraordinary atmosphere for children, where we learn, we build, we play with LEGO bricks. Programs are built around model plans, designed by engineers and architects, with exciting themes such as space, construction, and amusement parks. Our specially designed project kits and theme-based models provide the building blocks for the Bricks 4 Kidz approach to educational play. At Bricks 4 Kidz, we believe that kids learn best through activities that engage their curiosity and creativity. Bricks 4 Kidz offers fun, hands-on programs where kids ages 5-13 can learn, build and play with LEGO bricks. Our specially designed project kits and theme-based models provide the building blocks for the Bricks 4 Kidz approach to educational play.

Bricks 4 Kidz provides an enriching atmosphere where kids can develop their curiosity and creativity, while having fun and socializing in a non-competitive atmosphere.

Our Goals
- Work with children to provide a sound environment with strengths in academic excellence and enrichment.
- Introduce engineering and architecture principles
- Explore math and science concepts
- Increase general knowledge through discussions related to each model
- Develop social/emotional skills such as patience, teamwork and communication in the process of completing a project
- Enhance self-esteem by solving problems and completing projects
- Improve fine-motor skills as children manipulate small components
- Utilize multiple learning modalities to engage visual, kinesthetic and auditory learning styles
- Teach important classroom skills such as organization and following directions
- Foster an appreciation for how things work

Costs
16 schools (broken up into 2 cycles throughout the year. Cycle 1: Fall. Cycle 2: Winter/Spring)
40 students per school (2 sessions of 20 students each on a selected day or 1 session of 20 students held twice a week)
$4800 per school for 8 weeks
Total cost for 16 schools =$76,800

Bricks4Kidz | 1135 Cottage Lane, Hercules, CA 94547
Palo Alto, Mtn View, Sunnyvale, Los Altos, Santa Clara, SJ areas

www.bricks4kidz.com/366 | fjaved@bricks4kidz.com | ahassan@bricks4kidz.com

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: State and Federal Programs (School/Dept.) VENDOR NO. 300798

Submitted by: Dr. 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: Creative Learning and Performing Arts, LLC (CLAP Arts)

   Address: 1030 Canterbury Dr. City: Pearland State: TX Zip: 77584

   Phone: (408) 234-1947 Email Address: www.claparts.org

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

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date September 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:

   CLAP Arts will provide Dance Programs for up to 960 students across 16 elementary schools. The program will support and engage students physically, intellectually, emotionally, and socially. This VAPA program will be integrated with ARUSD after school programmming (ELOP). Each program ends with a performance.

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:** $ 36,000.00 (describe rate agreement) not to exceed

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
060	2600	0	5815	00	1110	1000	020200	360	7392	$36,000.00	

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

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

Scope of Work
Alum Rock Unified School District
After-School Programs
2024-2025

Service Provider: Creative Learning And Performing Arts, LLC (CLAP Arts)
Address: 2108 N Street, Suite N, Sacramento, CA 95816
Mailing Address: 1030 Canterbury Drive, Pearland, TX 77584
Contact: Sharon de Souza, Owner
Email: sharon_desouza@claparts.org
Phone: 408.234.1947

Service Recipient: Alum Rock School District
Address: 2930 Gay Ave, San Jose, CA 95127
Contact: Maria Patino
Phone: 408.928-6935

CLAP Arts will provide Dance and/or Drama programs for up to 960 students across 16 schools as per Schedule Plan. Exact dates, times, locations, and student groups will be agreed upon by both the after-school program and CLAP Arts. CLAP Arts will be compensated a total of $36,000 for services performed.

Dance programs support and engage students physically, intellectually, emotionally, and socially. The five main dance strands: space, time, energy, movement and choreography are covered. Students learn to communicate their emotions with their minds and their bodies; learn to collaborate with other students; are energized and encouraged through movement. Each dance program ends with a student performance.

Drama programs address the four artistic processes in drama/theatre standards: creating, performing, responding, connecting. Students learn CDE standards – 1. creative expression, 2. artistic perception, 3. historical and cultural context, 4. aesthetic valuing, 5. connections, relationships, applications. Each drama program ends with a student performance.

Schedule Plan:

- Two cycles of 8-10-week programs during the 2024-2025 school year.
- Dance or Drama will be determined when CLAP Arts schedules programs with each school.
- Each cycle will service 5-6 schools, across 16 schools by the end of the school year.
- Each school will host three classes of up to 20 students per class. The same students will attend each week.
- Each class will have one CLAP Arts instructor and one ARUSD after-school staff person.
- Sample daily schedule at each school:
    - 2:30-3:15 Group A
    - 3:15-4:00 Group B
    - 4:00-4:45 Group C
- A student performance may be held at each school on the last day of programs.

Total cost: $36,000

Payment: CLAP Arts will invoice ARUSD midway through each cycle and at conclusion of each cycle.

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. 18293

Submitted by: Dr. 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: Girl Scouts of Northern California (GSN)

   Address: 1310 S. Bascom Ave City: San Jose State: CA Zip: 95128

   Phone: (408) 287-4170 Email Address: rchihuahua@gsnorcal.org

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

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date September 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:

   (GSN) will provide ARUSD students the Discover Together (DT) & Got Choices (GC) programs at no cost to participants of ARUSD. DT 1 day per week for 90 minutes, for 12 weeks at each site; GC 1 day per week for 60 minutes for the duration of the school year. Dates and times will be coordinated w/ school site.

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

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

   X b. **Other:** $ 0 (describe rate agreement) $0 no cost to participants or ARUSD

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	

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

girl scouts of northern california

Courage.

Confidence.

Character.

Girl Scouts of Northern California (GSNorCal) and Alum Rock Unified School District wish to enter into a collaboration to provide the Discover Together and Got Choices Programs during the 2024-2025 school year.

Re: Scope of work

Girl Scouts of Northern California will:

1. Provide agency contact person:
    i. Rosa Chihuahua; Director, Community Programs
    ii. E-mail: Rchihuahua@gsnorcal.org
    iii. Phone: (408) 288-4189
2. Recruit participants at each site
3. Provide the Discover Together and Got Choices programs at no cost to participants or ARUSD; **DT-1 day per week for 90 minutes, for 12 weeks at each site; GC-1 day per week for 60 minutes, for the duration of the school year.**
4. Dates and time of program will be coordinated between GSNorcal and authorized person at each site
5. Provide 1-2 fieldtrips (virtual or in person) if possible
6. Share survey results with ARUSD upon request
7. Provide trained, screened, TB tested, and Covid-19 vaccinated staff to facilitate program & ensure all participants are supervised at all times.
8. Be in contact with authorized site staff to notify of any cancellations or changes in schedule.
9. Offer the opportunity to participate in Girl Scout's financial literacy program (cookie or nut sale).
10. Offer the opportunity to participants to continue with Girl Scouts through recruitment and program advertisement

Best Regards,

Rosa Chihuahua
Director, Community Programs
Rchihuahua@gsnorcal.org
408-288-4189

Girl Scouts of Northern California
800-447-4475

1301 Marina Village Pkwy
Suite 200
Alameda, CA 94501

2511 Floral Ave
Chico, CA 95973

3203 T Street
Eureka, CA 95973

1670 Market Street
Suite 248
Redding, CA 96001

1310 S. Bascom Ave
San Jose, CA 95128

4825 Old Redwood Hwy
Santa Rosa, CA 95403

www.gsnorcal.org

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: State and Federal Programs (School/Dept.) VENDOR NO. 300793

Submitted by: Dr. 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: KV Educational Services

   Address: 291 Ranchito Drive City: Hollister State: CA Zip: 95023

   Phone: (831) 537-6796 Email Address: kvaldez.etc.edu@gmail.com

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

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date September 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:

   KV Educational Services will provide CTE Arts, Media & Entertainment academic enrichment services at ARUSD Sites for 10 schools; 40 students per school site; grades 3-6 during the 2024-2025 school year. The program will run as part of the after school program Monday -Thursday.

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:** $84,000 (describe rate agreement) _____

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
060	2600	0	5815	00	1110	1000	020200	360	7392	$84,000.00	

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

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

KV

Educational
Services

Scope of Services

KV Educational Services will provide a CTE Arts, Media and Entertainment academic enrichment program, *Visiones*, *Student Film Production* at Alum Rock School District for up to 10 schools; 40 students per school site; grades 3-6 during the 2024-2025 school year. The program will run as part of the after school program, pushing in Monday through Thursday from 3:30pm - 5:30pm, September 13, 2024 until June 30, 2025, adhering to cycle dates provided by the district. Each school site will receive 10 days of programming from 2 industry professionals and 2 college interns. Programming can include: (1) Storytelling through personal narrative; (2) camera composition; (3) storyboarding and pre-production skills; (4) production; (5) post production editing. These skills will be delivered through a cultural sustaining and revitalizing pedagogy, encouraging native culture and language with a confident sense of self within their cultural learning communities. This program is based on the premise that high-quality integration of the arts through literacy can fortify and support academic achievement and increase student engagement in core academic classes, helping students develop a sense of self within their school community.

Program Deliverables

Throughout the academic school year, the program will be documented with interviews of students and their experience in the program. The Alum Rock School District will have access to all footage throughout the enrichment program. At a site level, each student will be introduced to basic career technical skills for visually storytelling. Individual students can produce one photo essay, with a narrative and the classes will produce in groups, one movie magic reel, and two short films. As we conclude our program, we invite all families to join us in celebrating the hard work and creativity of our students. This special event is not just an opportunity to showcase the amazing projects and accomplishments of your children, but also a chance to strengthen the partnership between families, educators, and our expanded learning community.

Programming Needs

To ensure the quality of service, the program will need to be delivered in a classroom setting, and one flex space for studio production; (3) classrooms total plus one secured storage space. Students will need to have access to charged chromebooks or access to a computer lab with a subscription to WeVideo for editing. The Alum Rock School District will invest in a WeVideo editing software to support a secured space to edit their work and have a foundation for the future integration of arts within general education content. The Alum Rock Afterschool program leaders will participate in the program for a 3:20 ratio to ensure that each student receives ample support within a fast paced program. Educators will require access to presentation technology (projectors in the classroom, whiteboard, television).

KV Educational Services ◦ Katrina Valdez ◦ Chief Executive Officer
(831) 537-6796 ◦ kvaldez.etc.edu@gmail.com

KV

Educational
Services

Alum Rock School District ASP: Arts, Media & Entertainment Enrichment Services
Wednesday, July 15, 2024

Consultant: Katrina Valdez, CTE Pathway Specialist,
CTC Supervision & Coordination Credential

Work/Task	Deliverable	Time/Dates
Develop course and scope and sequence	★ 24-25 Intro Media Arts and Entertainment Course ★ 24-25 course scope and sequence (10-12 Days per school) ★ 1 designed Unit, aligned with CCSS ★ Master Schedule	★ Sept 13, 2024
Provide Recommended Materials/Tech Resources for Purchase	★ A continued subscription to WeVideo Editing Software ★ KV Ed will provide supplemental equipment.	★ By Sept 13, 2024 ★ @ Cost to District ★ Editing Software for Chromebooks
Teaching Artists & Interns (Total of 4) Push Ins	★ Direct Service with Alum Rock Schools ★ 10-12 days per school site	★ Sept - June ★ Mon-Thurs ★ 3:30-5:30 ★ Training / Editing
Family Engagement	★ Families are invited to screen the projects at the end of the school site visit. ★ Students share their work and creativity as a learning community.	★ Sept - June ★ Last day of program visit. (See schedule on page 3)
Media	★ Personal Narratives, Movie Magic Reels, and 2 Short Films ★ 1 Whole Program Documentary	★ Short Film Screenings ★ Narrative Video ★ Movie Magic Reels

Proposed project cost:
Total estimated cost: $84,000
Service Duration: September 2024 to June 2025

KV Educational Services ◦ Katrina Valdez ◦ Chief Executive Officer
(831) 537-6796 ◦ kvaldez.etc.edu@gmail.com

KV

Educational
Services

Dates of Direct Service

Fall 2024 - Cycle 1

School #1 September 16 - **October 3**

School #2 October 7 - **October 22**

School #3 October 24 - **November 7**

School #4 November 12 - **December 4**

School #5 December 9 - **December 19th**

Spring 2025 - Cycle 2

School #6 February 3 - **February 25**

School #7 February 27 - **March 13**

School #8 March 17 - **April 2**

School #9 April 14 - **April 29**

School #10 May 1 - **May 19**

KV Educational Services ◦ Katrina Valdez ◦ Chief Executive Officer
(831) 537-6796 ◦ kvaldez.etc.edu@gmail.com

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: State and Federal Programs (School/Dept.) VENDOR NO. 300809

Submitted by: Dr. 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: Lift Enrichment Inc. (LIFT)

   Address: 8175 E Evans Rd City: Scottsdale State: AZ Zip: 85260

   Phone: (310) 382-4046 Email Address: Programs@liftenrichment.com

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

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date September 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:

   LIFT will provide 176 hours of in person culinary workshops to 320 students across 8 school sites by exposing students to healthy recipes so they can learn culinary fundamentals and improve their understanding of nutrition.

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:** $96,800 (describe rate agreement) not to exceed

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
060	2600	0	5815	00	1110	1000	020200	360	7392	$96,800	
											8/22/24

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

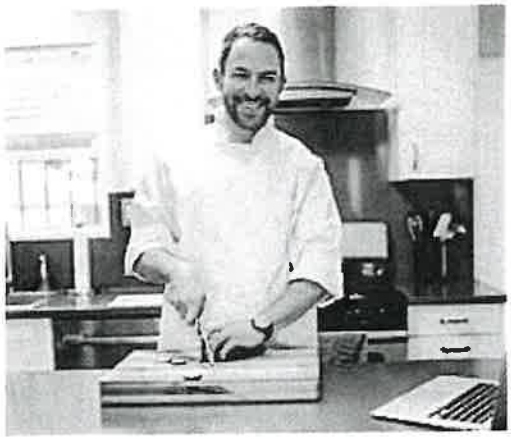
LIFT Enrichment, Inc
Healthy Culinary Workshops Proposal

Alum Rock Union School District
School Year 2024-2025









Healthy Culinary Workshops

Our Healthy Culinary Workshop is an interactive program for students to learn about health, nutrition and how to cook delicious, homemade meals at home. It's open to students who may not know the basics of cooking or just want to expand their knowledge of cooking and explore healthy options in the process. Our engaging classes are taught by real Chef Teachers who inspire students to cook during each lesson.

Students Will Receive:

- Cooking Courses from LIFT Enrichment, Inc.
    - 60-minute lesson which includes a reset between classes
- Samples from each dish, including all fresh ingredients and utensils shipped to you
- Serves 12-20 Students per workshop
- **In-Person:** Our Chef Teacher arrives on site with the ingredients and leads students through culinary workshops. The culinary kit remains on site. Lessons can be back-to-back.

Educational Components of Each Workshop

- Aligned with Common Core Standards with an emphasis on real world skills, health literacy and an understanding of nutrition fundamentals.
- Each lesson highlights
    - **Culture:** Origins of the Food, Food History
    - **Culinary Skills**: Sauté, Chop, Season, Measure, etc.
    - **Nutrition:** Macro-nutrients, Micro-vitamins, Carbohydrates, Protein, Fiber, etc.
- Healthy Recipes with vegetables incorporated within each dish such as: Asian Vegetable Stir-fry with rice or Pasta with Spring Vegetables
- Classes will include reinforcement of culinary rules including food safety, cleanliness, knife safety and more

Our Staff: All Chef Teachers are Covid vaccinated and background checked. LIFT Enrichment also has general liability insurance





Culinary Kit: After 11 year of teaching cooking to students, we have a kit that ensures your teachers have everything they need to safely and effectively teach a culinary lesson. We can provide kits that are shipped directly to your sites that contain:

- 16" Electric skillet for cooking
- Extension Cord
- 8" Chef Knife
- Pack of 7 Cutting Boards
- Kitchen Tongs
- Mixing Bowl Set
- Peeler
- Wooden Spoon
- Pack of 12 Metal dinner knives
- Box Grater
- Measuring Spoons
- Measuring cups
- Kitchen Towels

Testimonials – School Clients

"The culinary workshops for our ASES program were fantastic! Kids tried new foods and embraced them! They are more engaged with their families at the grocery store and help out in the kitchen at home. The kids can't wait for the new set of recipes each school year!"

- Adria Jefferson, Business Manager, Keiller Leadership Academy

"LIFT Enrichment's Culinary Workshops have been a great experience. The students are getting an introduction to eating healthy foods with hands on experiences. (This) real world experience is the key to the development of each student."

- Susan Shaw, Teacher Specialist, Pomona Unified School District

"The kids enjoyed the LIFT Enrichment cooking workshop! The teacher was very enthusiastic, knowledgeable passionate about the topic at hand—kale. The activity itself was very engaging for the students. Chef Eric made sure to use everyone in the class to help prepare our Kale Bruschetta and Kale salad. Everything turned out delicious and the students absolutely loved it! I would definitely recommend a LIFT Enrichment cooking demo for your school"

- Kourtney Hicks, Health Coordinator, Village School

Grants and Funding We Have Worked With

- ASES
- 21st Century
- TRIO
- Gear Up
- Educational Talent Search
- Upward Bound

Conferences with LIFT Enrichment include: California Charter School Conference, Boost Out-of-School, National Charter School Conference, Gear Up West, Beyond Schools Hours, CAHPERD

About LIFT Enrichment and Chef Eric Horwitz







How LIFT Enrichment became the best at teaching kids to cook

- We've been teaching just one thing: healthy cooking classes to kids since 2010
- We've partnered with 160+ elementary schools from Los Angeles to San Diego and taught over 2,000 kids a week our culinary workshops.
- We've transformed the lives of over 20,000 students since we started!
- Chef Eric Horwitz and his company has been partnered with Whole Foods, and been featuring on LA Times.com and Huffington Post







Sample Recipe - Pasta Primavera



"Primavera" means "spring" and this pasta highlights any produce in season. Also, it's loaded with vitamin-rich vegetables…and did we mention that it tastes absolutely delicious?

Active Time: 40 min - **Start to Finish:** 40 min - **Serves** 4

Ingredients:
1 lb farfalle (bowtie) pasta
3 garlic cloves, chopped
1/2 onion, chopped
2 zucchinis chopped into bite-size pieces
1 red bell peppers, chopped into bite-size pieces
1 cup frozen peas, defrosted
¼ cup Italian parsley, chopped
1 cup Parmesan, grated + extra for serving
1 cup vegetable stock, from bouillon cubes or a box
Extra-virgin olive oil
All-Purpose Flour
Kosher salt and ground pepper

Directions:
Bring a large pot of water to a boil and add 2 Tbs of salt.

Chop your vegetables and grate your cheese. Place each item in small bowls to stay organized.

Cook your pasta until al dente in the boiling water. Drain and keep 1 cup pasta water.

In a large pan over medium-high heat add 2 Tbs olive oil, garlic, bell peppers, and onion and cook for 3-4 minutes. Add zucchini, peas and cook for 5 minutes, stirring occasionally so all the vegetables are softened.

Make an open space in the middle of your pan. Add 2 Tbs oil and then 2 Tbs flour and move it around for 1 minute. Add the vegetable stock and mix all the vegetables together for 2-3 minutes, until the sauce has slightly thickened.

Add pasta, half the parsley, half the Parmesan, pinch of salt and mix well. Taste and adjust seasoning as needed. Serve immediately and toss with remaining Parsley and Parmesan! It also tastes great for lunch the next day as a pasta salad.

Proposed Schedule

Program Goal: To expose students to healthy recipes each week so they can learn culinary fundamentals and improve their understanding of nutrition. Each student will experience four lessons focused on healthy ingredients including zucchini, spinach, black beans, cauliflower, bell peppers, eggs and more!

We'll teach students about key nutrients like fiber, Vitamin A, B, and C, antioxidants, and carbohydrates. Each dish will also explore science, math, culture and useful techniques that help young minds develop their culinary skills. Plus, cooking classes show kids how economical it can be to cook and eat healthy meals at home. Chef Teachers bring a big serving of FUN to each lesson so that students are EXCITED to attend lessons each week.

Proposed Schedule: Fall 2024 + Winter/Spring 2025
Total Sites: 8
Total Workshops: 176 Hours In-Person Culinary Workshops

Fall 2024	School Site	Day	Times	Dates	Workshops Total
	Site 1	Monday	3:30 pm - 4:30 pm 4:45 pm - 5:45 pm	Mid October 10 weeks	20
	Site 2	Tuesday	3:30 pm - 4:30 pm 4:45 pm - 5:45 pm		20
	Site 3	Wednesday	3:30 pm - 4:30 pm 4:45 pm - 5:45 pm		20
	Site 4	Thursday	3:30 pm - 4:30 pm 4:45 pm - 5:45 pm		20
Winter/Spring 2025	**School Site**	**Day**	**Times**	**Dates**	**Workshops Total**
	Site 5	Friday	3:30 pm - 4:30 pm 4:45 pm - 5:45 pm	TBD 12 weeks	24
	Site 6	Monday	3:30 pm - 4:30 pm 4:45 pm - 5:45 pm		24
	Site 7	Tuesday	3:30 pm - 4:30 pm 4:45 pm - 5:45 pm		24
	Site 8	Wednesday	3:30 pm - 4:30 pm 4:45 pm - 5:45 pm		24
				Total Workshops	176

Proposal

To

Alum Rock Union School District
Sandra Garcia

# Students	Description	Total Due
320	176 Hours In-person Healthy Culinary Workshops $550 per workshop	$96,800
	Fresh ingredients for all workshops	-
	Serving Supplies	-
	Cleanup Supplies	-
	Pantry Basics	-
	Onboarding for each school site to prepare the logistics for the lessons	-
	General Liability Insurance Requirements	-
	Sales Tax	-
	Total	$96,800

From:
Eric Horwitz, CEO
Programs@liftenrichment.com
LIFT Enrichment
www.LIFTenrichment.com
Phone: (310) 890-8704 ext. 8
EIN: 47-1836313
8175 E Evans Rd #15631
Scottsdale, AZ 85260

Partnership Agreement

This agreement is made on July 25th, 2024 and entered into by and between (District Partner) and LIFT Enrichment, Inc.

District Partner: Alum Rock Union School District

Goals

This agreement outlines the proposed relationship between the School Partner and LIFT Enrichment, Inc. The goals of the agreement include:

1. *Providing educational and interactive healthy culinary workshops at School Partner*
2. *Empowering students to learn how to cook tasty, nutritious meals so they can cook at home for their family and friends.*

And

Eric Horwitz - LIFT Enrichment, Inc.

This Contract details the service offerings, responsibilities, and policies for services provided to the school partner and LIFT Enrichment, Inc.

1. Agreements
   - I. **District Partner Agrees:**
     - I. to provide LIFT Enrichment, Inc. with a payment
     - II. to provide LIFT Enrichment, Inc. with clean classrooms fit with a sink in the room at the determined date(s) and time(s) of classroom services;
     - III. to allow LIFT Enrichment, Inc. staff 15-20 minutes prior to the start of class time to prepare ingredients, equipment, and utensils for the lesson.
     - IV. to have at least one (1) staff member on-site for the duration of classroom services;
     - V. to assign no more than the agreed-upon number of students to participate in classroom services;
     - VI. to communicate to students that culinary workshops are a privilege and that students will be held to school behavior standards.
   - II. **LIFT Enrichment, Inc. Agrees:**
     - I. to provide Healthy Culinary Workshops on the assigned dates with ingredients and supplies.
     - II. to provide responsive support to staff via email, phone call, or in-person meeting (where available) throughout the duration of this contract.
   - III. **Addition:**
     - I. We certify that all of LIFT Enrichment's staff are background checked and TB tested. Each has been verified that they have no criminal background or are not on any sex offender lists.
   - IV. **No Refund Policy:**
     - I. No Refunds - the final amount of workshops is set once the contract is signed. If workshops are cancelled by the client with less than 48 hours' notice, we will do our best to reschedule them. If workshops are cancelled by LIFT Enrichment, we will reschedule them as best we can.
     - II. The workshop amount in this contract is final and cannot be changed. Credits can be used within 1 full school year, but only if the scheduling works with all of the sites participating.
     - III. If a client would like to add workshops, a new contract must be created. If a client would like to reduce workshops, we don't offer such a policy.



Emmanuel Barbara

Interim Superintendent

Date: _____

Eric Horwitz

LIFT Enrichment, Inc. CEO

Date: 07/25/2024

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: Dr. 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: San Jose Grail Family Services (GFS)

   Address: 2003 E San Antonio St City: San Jose State: CA Zip: 95116

   Phone: (408) 347-7892 Email Address: kfathi@gfsfamilyservices.org

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

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date September 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:

   GFS pairs students with reading tutors and provides parent workshops regarding the importance of reading aloud and sharing stories in the home. GFS will also provide services to TK/K and 1st grade students and their parents at Dorsa and San Antonio Elemetary.

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:** $10,000 (describe rate agreement) _____

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
060	2600	0	5815	00	1110	1000	020200	360	7392	$10,000	

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.

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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

GFS℠
Grail Family Services

Memorandum of Understanding (MOU)
between **Grail Family Services and**
Alum Rock Union Elementary School District
FY 2024-2025

This Memorandum of Understanding (MOU) establishes the working relationship between **Grail Family Services**, a 501(c)(3) entity located at 2003 E. San Antonio Street, San Jose, CA 95116, hereinafter referred to as **"GFS"** and **Alum Rock Union Elementary School District**, located at 2930 Gay Avenue, San Jose, CA 95127, hereinafter referred to as **"ARUSD"** in the **Yes We Can...READ (Plus) Initiative**, hereinafter referred to as **"YWCR+."**

GFS and **ARUSD** understand that **YWCR+** is continually evolving and, therefore, flexibility is a crucial component in the successful creation and implementation of this initiative. In addition, both recognize the important role of clear communication in determining and carrying out every phase of **YWCR+**.

I. Purpose and Scope

The purpose of this MOU is to clearly identify the roles and responsibilities of each party as they relate to the implementation of **YWCR+**. This MOU will set forth the principles and procedures to which the agencies will be bound.

YWCR+ is intended to educate parents and caregivers about the importance of reading aloud and sharing stories in the home; to increase lines of communication between parents and teachers; to utilize a variety of volunteers as classroom mentors and to ultimately improve children's reading abilities through consistent exposure to books and read aloud sessions. Because current research shows that early math is as strong a predictor of academic success as literacy, we have added an early math component to YWCR. This means that as a part of the Mentor Sessions, Parent Engagement Workshops, and Family Literacy Nights, participants will receive support in early math concepts through books and activities that introduce skills such as number sense, representation, spatial sense, measurement, and problem solving. To support this goal, **GFS** and **ARUSD** will fully participate in the planning, delivery and evaluation of **YWCR+.**

The proposed project will serve adults and their children that reside primarily in the Mayfair community of East San José in Santa Clara County. The Mayfair community is a predominately Latino community. Estimates from the 2000 U.S. census show that 80 percent of the population is of Hispanic/Latino origin and 25 percent of the neighborhood's population lives below the poverty line, with a median household income of $36,712. The Mayfair community has been designated as a child poverty zone by Santa Clara County because of the disproportionately high number of children under five living in poverty.

The specific activities relative to the initiative include:

- This project will be implemented during the 2024-2025 school year at two schools part of the ARUSD, Dorsa Elementary and San Antonio Elementary School. The project will be implemented in person, virtually or using a hybrid model, as the situation allows.

- **GFS** staff will train and recruit corporate and community volunteers and match them with transitional kindergarten, kindergarten and selected first grade students attending San Antonio Elementary and Dorsa Elementary School.

- **GFS** will implement six parent workshops at each participating school (San Antonio and Dorsa Elementary). GFS will facilitate these workshops and teachers will participate in order to engage parents in activities that would strengthen communication.

- **GFS** staff and/or in conjunction with community partners such as The San Jose Public Library will implement 4 Family Literacy Nights 2 of which will take place at Dorsa and San Antonio Elementary and the other 2 at GFS, SJPL, or at a site of a community partner.

- Pre and post evaluations will be conducted by **GFS** staff of the corporate volunteers (i.e. receiving community) as a form of measurement.

- Trained volunteer mentors will provide one-on-one read-aloud and math thirty-minute sessions. Each volunteer mentor will work individually with two children once a week for ten to twelve weeks.

- Each ten-week cycle will be conducted once in the fall and once in the spring of the academic school year.

- Scores for all student assessments in TK, K, and 1st grade (i-Ready, ESGI, or any other assessment utilized by the school), which are administered at the beginning and at the end of the program will be made available to **GFS** including all domains in reading and math for purposes of assessing program outcomes.

- Both **GFS** and **ARUSD** should ensure that **YWCR+** activities are conducted in compliance with all applicable Federal and State laws, rules, and regulations including Civil Rights issues.

II. Background

GFS fosters the learning and the empowerment of vulnerable families with young children through the delivery of programs that educate, develop leadership skills, and build a sense of the community. Its vision is to become an incubator of quality, result oriented, programs that educate, develop leadership, and build a sense of community.

GFS[SM]
Grail Family Services

Memorandum of Understanding (MOU)
between **Grail Family Services and**
Alum Rock Union Elementary School District
FY 2024-2025

Alum Rock is a family-oriented community committed to its children and schools. The City of San José provides a wealth of cultural, recreational, and entertainment activities for all ages in one of the most pleasant climates in the country.

ARUSD schools are neighborhood schools. Classrooms and schools represent the demographics of East San José. Parent involvement, community support, English classes, and health outreach services all contribute to school improvement. Standards-based instructional materials and immaculate campuses make **ARUSD** schools a fine place to work and grow as a teacher.

ARUSD serves a student body rich in racial, ethnic, and cultural diversity. Our curriculum is designed to meet the needs of all students. Professional Development is provided for teachers to assist students in reaching their full potential. The district provides a supplemental instructional program for English Learners as well as programs for gifted students and students with special needs.

ARUSD staff is committed to high expectations of achievement by delivering effective instruction that result in outstanding student performance.

III. Goals of YWCR+

YWCR+, a community based project will:

- Improve the literacy skills of children attending the targeted and identified ARUSD schools
- Improve the early math skills of children attending the targeted ARUSD schools
- Increase parents' engagement in their children's learning activities
- Facilitate meaningful interaction and cultural exchange between low-income children residing in East San José and employees of the corporate sector working in Silicon Valley

IV. GFS Responsibilities under this MOU

- Serve as the fiscal agent for this project
- Recruit and train all volunteers
- Facilitate volunteer training and prerequisites
- Conduct workshops for adults/parents
- Provide overall project management and leadership
- Chair the YWCR+ Advisory Committee and oversee work therein
- Facilitate feedback reporting to all volunteer/mentors
- Facilitate the reporting of evaluation data to all stakeholders

V. ARUSD Responsibilities under this MOU

- Provide $10,000 to GFS in financial support for YWCR+ to provide materials, facilitation, childcare, and refreshments for the adult/parent engagement workshops.
- Provide for the compensation of teachers when extended duty is required to participate in the parent workshop sessions in support of YWCR+.
- Encourage and support school site participation. Make available student assessments (i-Ready, ESGI, or any other assessment utilized by the school), at the beginning of program and at the end of the program including all domains in reading and math for the purpose of assessing program outcomes.
- Make space available at both Dorsa and San Antonio Elementary for mentors to conduct mentoring sessions during school hours and after school hours.
- Make space available at both Dorsa and San Antonio Elementary for GFS staff to conduct Parent Engagement Workshops during school hours and after school hours.
- Make space available at both Dorsa and San Antonio Elementary for Family Literacy Night events.
- To share the ESGI test score at the end of the school year with GFS

VI. Shared Decision-Making

GFS and **ARUSD** understand that during the implementation process, innovations may necessitate a divergence from the original implementation/work plan. We agree that **ARUSD** will be notified and be present at the discussions centered on significant program changes and changes that impact the evaluation of **YWCR+**. Changes to the original implementation/work plan need to be negotiated and have full consent of both parties before the changes are implemented. In addition, **GFS** and **ARUSD** agree to communicate with one another regarding any organizational changes that arise, including, but not limited to, changes in key personnel.

VII. Dispute Resolution

This agreement includes a mutual commitment to attempt to resolve any disputes or disagreements that may emerge while working in collaboration. Initially when a dispute occurs, we will use our collaborative skills to adequately problem-solve these issues. However, if we cannot reach consensus, a third party will be asked to help resolve the conflict. Any cost associated with the third party mediation will be borne equally by **GFS** and **ARUSD**.

In the event mediation does not resolve conflict, both parts will agree to dissolve the partnership.

VIII. EFFECTIVE DATE AND SIGNATURE

GFS℠
Grail Family Services

Memorandum of Understanding (MOU)
between **Grail Family Services and**
Alum Rock Union Elementary School District
FY 2024-2025

This MOU shall be effective upon the signature of **GFS** and **ARUSD** authorized personnel. It shall be in force from **September 13, 2024, to June 30, 2025**.

GFS and **ARUSD** indicate agreement with this MOU by their signatures.

Please sign and return one copy of this memorandum of understanding as evidence of your understanding and agreement with the terms and conditions defined herein.

Dr. Kiela Jimenez
Director, State & Federal Programs,
Alum Rock Union Elementary School District

Date

Emmanual Barbara
Interim Superintendent
Alum Rock Union Elementary School District

Date

Veronica Goel
Executive Director
Grail Family Services

8/22/24
Date

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. 22493

Submitted by: Dr. 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: Springboard Collaborative

   Address: 1500 John F. Kennedy Blvd. Ste. 1160 City: Philadelphia State: PA Zip: 19102

   Phone: (908) 902-7833 Email Address: t.arriaga@springboardcollaborative.org

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

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date September 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:

   Springboard will priovde 8 week evidence-based literacy program that includes parent and teacher coaching, literacy materials, incentives and consultation. The contract will support a minimum of 6 schools serving 270 students in TK-3rd grade for the 24/25 school year.

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

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

   X b. **Other:** $75,007.00 (describe rate agreement) not to exceed

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
060	2600	0	5815	00	1110	1000	020200	360	7392	$75,007.00	8/22/24
											8/22/24

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

springboard COLLABORATIVE

Aug 12, 2024

Dear Dr. Kiela Jimenez,

Springboard Collaborative is helping schools and districts like Alum Rock Union Elementary School District to drive reading growth for its most vulnerable student populations. We are eager to support your learning recovery efforts through our best-in-class programming, which include a range of options to best meet your needs.

Schools and districts choose to partner with Springboard Collaborative because they:

- Seek to accelerate **equitable reading outcomes** for Black and brown kids.
- Hope to prevent **teacher burnout** by engaging families as partners in teaching and learning
- Want to **increase instructional time** by **upskilling families** to nurture **home reading** habits.
- Want to **scale** supplemental reading programs but often **lack capacity** to plan and implement them independently.
- Need **soup-to-nuts** solutions, including **fully-scripted materials, PD, and ongoing coaching** to make it **easy for teachers** to engage in OST programs.

Our programs can be implemented during the school day, afterschool, or through summer programs. We can customize the level of support you receive, the materials package that best meets your needs, and even how to structure your instructional model. Some partners leverage Springboard to increase instructional time as a high dosage tutoring solution while others ask us to help them implement rigorous, half-day summer reading programs. All roads lead to the same destination—turbocharged student outcomes through family-educator partnership.

In the pages that follow, you'll see an overview of the program offering that we think will best meet your needs. You'll also see a price quote based on the number of schools and students that we will be supporting.

After your review and approval, we'll send you a service agreement which will act as our contract. Upon signature, Springboard's program team will lead you through the steps required to prepare for program launch. I will be your point of contact throughout the entire process.

I look forward to helping you achieve your objectives!

Teresa Arriaga

Afterschool Programming for 2024

Schools and districts turn to Springboard's offerings for...



Independent implementation
This is a great solution for schools and districts that choose to implement the Springboard playbook more independently, but supported by our coaches.

Flexible configurations
Partners implement this option as an afterschool accelerator or intervention, or as an in-school small group tutoring solution.

Affordable options
For partners looking for a solid offering but can live without all the bells and whistles that add to overall costs, this offering delivers both value and impact.

Offering elements for family partnership

Digital program site with resources

Children spend more time at home than at school. To extend learning beyond the classroom and engage families in the learning process, the Springboard Collaborative methodology brings families into the learning journey to accelerate reading outcomes. Families gain the opportunity to play an active role in improving their child's literacy skills while spending more time with their child, and schools improve family-school partnerships, which can help them meet strategic goals.

Family Partnership resources include:

- FELA Methodology Training & Support
- Reward Books & Supplemental Digital Books
- Connect Family Online Support

Family Educator Learning Accelerator (FELA) training and support

Springboard Collaborative brings families into the learning process with our Family-Educator Learning Accelerator – or FELA – methodology. Through FELA, parents and educators work together to help students reach their learning goals.

There are six steps in the FELA methodology:

1. Build the support team (teacher, family member, student)
2. Assess student baseline reading levels

3. Set student goals
4. Practice
    - Weekly family-educator workshops to support at-home practice
    - At-home practice with families
    - Independent practice
    - Practice with teachers
5. Assess student growth
6. Celebrate achievements

Springboard Collaborative provides teacher and staff training on the FELA methodology. Training is done virtually through a mix of synchronous sessions with a Springboard Collaborative trainer and asynchronous courses delivered through our LMS. Districts and schools can opt to have in-person training for an additional fee.

We also train teachers on how to conduct the weekly family-educator workshops. During these workshops, the teacher will:

- Teach families the skills they need to help their student with reading at home
- Share a reading tip for the coming week
- Offer support and encouragement

From the planning stages to the program completion, the Springboard Collaborative team provides teacher and staff coaching and other support to help schools implement the program successfully and deliver learning through the FELA methodology.

Literacy curriculum

Digital reading readiness and phonics curriculum - access to a bank of lessons that include facilitator notes, Power Point decks, and short scripts for explicit instruction. Includes printable student and teacher resources.

Literacy assessment tool and data - assessment training, as needed (asynchronous, virtual), DIBELS assessment tool

Curriculum training - virtual synchronous and asynchronous training to support curriculum navigation and use

Staffing and enrollment

Staff and teacher recruiting support - info sessions to recruit staff, digital marketing materials, individualized follow-up

Enrollment materials - media kit including flyers and templated communications

Enrollment support - Springboard trains on enrollment process and tactics. Enrollment data monitoring, coaching, and troubleshooting.

Educator data portal and impact reports

Connect Educator app - student and family attendance log, student goal generation and reporting, customizable student action plans, student goal and award letters

Site-level impact reports - end of session report on participation and growth, post-program debrief and action planning

Quote 00001433

springboard COLLABORATIVE

Quote Prepared For:

Alum Rock Union Elementary School District

Dr. Kiela Jimenez

Quote Created: 08 / 12 / 2024

Quote Number: 00001433

Quote Expiration: 09 / 18 / 2024

Season: Fall

Program Length: 8 weeks

Remarks:

Contracted Program Units	
Sites	6.00
Classes	18
Students	270.00
Non-teacher staff	7

	Unit Qty	Unit Pricing	Extended Price
Base program costs - required			
Base Program - Class Fees	18	$200.00	$3,600.00
Base Program - Partner Fees	1	$10,000.00	$10,000.00
Base Program - Site Fees	6	$5,000.00	$30,000.00
Base Program - Student Fees	270	$150.00	$40,500.00
Class Materials Family Materials			
Tier 2 rewards	270	$25.00	$6,750.00
Printed brochure with Tango code	270	$2.00	$540.00
Other Additional Supports			
Per student Discount (legacy partner!)	270	-$77.00	-$20,790.00
Partnership fee waived	1	-$10,000.00	-$10,000.00
Passthrough Costs			
Session Staff Payroll	1	$15,907.00	$15,907.00

Discounts & Reductions			
Volume discount - 5-8 sites	6	-$250.00	-$1,500.00
		Total	**$75,007.00**

*Session staff fees are pass-through. The total amount is based on compensation costs for each staff position plus administrative fees and required taxes. Session staff fees are based on the rates your district pays your teachers and are estimated in this document.

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. _____

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: Rebekah Children's Services (RCS)

Address: 290 IOOF Ave City: Gilroy State: CA Zip: 95020

Phone: (408) 846-2155 Email Address: Lsandoval@rcskids.org

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on September 13, 20 24, and will diligently perform as required and complete performance by ~~June 30th~~, 20 25, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

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

RCS, contingent on capacity, will provide life skills groups and Drug and Alcohol Prevention Workshop for students/Parents to selected school sites. Services are open to middle school sites. RCS will be using Botvin's LifeSkills curriculum approved by the Santa Clara County Department of Substance Use Treatment 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:** $_____ 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) No cost to district

010-0000-0-5815-00-0000-3130-000000-340-7221 8/21/24

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
										No Cost	

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

Rebekah
CHILDREN'S SERVICES

MEMORANDUM OF UNDERSTANDING
Rebekah Children's Services and

Alum Rock Union School District

2024-2025

This Memorandum of Understanding (MOU) is between Alum Rock Union School District and Rebekah Children's Services (RCS) which is engaged in the provision of behavioral health and prevention services at schools located in the ARUSD. The purpose of this MOU is to specify the roles, responsibilities, and agreements and present the array of available services of the participating parties in order to promote an effective, collaborative partnership in the provision of services to children and families. This MOU will serve from September 13, 2024, through June 30, 2025.

PURPOSE OF COLLABORATION

A. To develop and promote an effective school-based behavioral health delivery system that reduces duplication of effort, minimizes barriers, and facilitates access to prevention and education and/or mental health services for children and families in schools throughout the ARUSD community, and

B. To actively engage in evaluation of the service delivery system in order to support effective and evidence-based service delivery methods, and to maximize the normalization and destigmatization of behavioral health needs among the student body, and

C. To utilize cross-system strategic planning and staff development that results in a shared philosophy, the utilization of common and consistent policies, and a commitment to develop and implement a service delivery system which incorporates a multi-disciplinary perspective.

DESCRIPTION OF SERVICES

A. All staff operating under this MOU agrees to support the implementation of a coordinated service delivery system which promotes the provision of services that are easily accessible, individualized, family-focused, strength-based, culturally sensitive, and that emphasize prevention and mental health treatment as a means to achieve maximum student success.

B. All staff operating under this MOU will provide services that meet an identified need of students, families, and caregivers in accordance with RCS' policy, procedures and contract parameters.

RCS OBLIGATIONS

A. RCS agrees to allocate and assign properly credentialed staff, student interns and trainees,

B. RCS agrees to provide appropriate management and oversight of assigned personnel, and

C. RCS agrees to provide training and staff development for the purpose of developing a coordinated, comprehensive service delivery system at school sites designated in this MOU and

D. RCS agrees that when student interns and trainees are utilized to augment service delivery teams and services at designated school sites, RCS staff responsible for intern and trainee supervision will provide the necessary resources, training, oversight, and supervision consistent with student learning contracts, and

E. RCS will provide additional materials, equipment, and supplies not already provided by ARUSD and/or designated schools per this MOU and that are necessary for the performance of RCS job tasks and duties, and

F. RCS will assume responsibility for all billing or collection of fees for Medi-Cal, third party insurance, or other payment methods.

G. RCS agrees to comply with Education Code Section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice, and completion of criminal background investigation of its employees. Any person found to have felony convictions shall not be permitted by RCS to have any further contact with ARUSD students, as defined in Education Code Section 45125.1, and

H. RCS agrees to expedite, where possible, personnel procedures for positions that are vacated or created in order to minimize disruption or interruption of services to children and families. RCS agrees to collaborate with ARUSD and/or school site administrators when considering alternative staffing options which are responsive to identified needs, and are consistent with the mission, vision, and guiding values of RCS, and

SCOPE OF WORK

RCS will provide a series of, Drug and Alcohol prevention workshops and a 10-day, 45-minute LifeSkills groups. RCS will be using Botvin's LifeSkills curriculum approved by the Santa Clara County Department of Substance Use Treatment Services.

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CONFIDENTIALITY AND LEGAL REQUIREMENTS

The parties shall maintain the confidentiality of all records generated during the period of this MOU pursuant to applicable state and federal laws. All parties will ensure that staff involved in the daily operation of the program will comply with confidentiality and HIPAA, and will follow the procedures for sharing information in a service delivery team setting. All service delivery team members and participants will abide by the Oath of Confidentiality and will not release any information except pursuant to a signed Student Assistance Program permission slip or as required by state or federal law. Pursuant to Education Code Section 49076, no pupil records shall be released for any purpose unless a signed release form from a parent, guardian, or Juvenile Court Judge has been filed by ARUSD.

In addition to confidentiality, all RCS personnel will be bound by existing state laws pertaining to "child care custodians" regarding the mandated reporting of child physical and sexual abuse endangerment, emotional abuse and neglect. In all cases where there may exist a discrepancy between HIPAA and FERPA regulations, or between state or federal law, all parties will abide by the higher (i.e. stricter) standard in support of the protection of student and family privacy.

HOLD HARMLESS

Each party is an independent contractor responsible for its acts and the acts of its officers, agents, and employees. Each party agrees to indemnify, defend, and hold harmless the other party, its officers, agents, and employees from any and all loss, injury, liability, damages, claims, demands, suits, or judgments arising from the acts or omissions of its officers, agents, and employees in connection with the performance of this MOU.

NON-DISCRIMINATION

RCS and ARUSD shall not discriminate against any person rendering or receiving services pursuant to this MOU on the basis of race, color, national origin, sex, creed, sexual orientation, or physical or mental disability as provided by state and federal law.

CONFLICT RESOLUTION

All parties agree that differences of opinion regarding personnel or service practices of both parties will be discussed as soon as practically possible following awareness of a conflict. All parties will attempt early resolution of conflicts, which may include discussion of relevant facts, agreements, policies, and state and federal law. If resolution is not obtained, then decisions will be made after discussion between the management representatives of RCS and ARUSD.

TERM

This MOU shall be reviewed annually. It will become effective upon the signed approval of all

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Rebekah CHILDREN'S SERVICES

parties and will remain in effect until June 30, 2025. Amendments to this MOU must be provided to all signing persons and will become effective upon the signed approval of all parties.

It is understood by all parties that the services specified will not begin until approval and signature by all parties is received. Failure to adhere to the agreements specified herein may result in one of the parties exercising the option to terminate this MOU.

Either party may terminate this MOU by giving a minimum of thirty (30) days advance written notice to all parties.

Alum Rock Union Elementary School District	Rebekah Children's Services
Emmanuel Barbada	Jennifer Malone
Interim, Superintendent	Jennifer Malone 08 / 20 / 2024

15.20

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: Current Enrollment.

Submitted by: Emmanuel Barbara Title: Interim Superintendent

To the Board of Trustees: Meeting: September 12, 2024
Regular Board Meeting

Information Only

15.20
Agenda Placement

Emmanuel Barbara, Interim
Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Master Enrollment

as of Aug 30, 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	3	15	64	51	54	53	64	50	59	46	51	**510**	0	510	0	510
Adelante 2 K-8	1	19	41	45	44	40	48	42	45	28	16	**369**	0	369	0	369
Aptitud K-8	1	15	29	29	28	39	49	43	57	46	52	**388**	9	397	1	398
Cassell ES	3	20	47	31	32	51	40	39	0	0	0	**263**	27	290	0	290
Chavez ELC	0	26	36	0	0	0	0	0	0	0	0	**62**	4	66	11	77
Cureton ES	0	21	26	31	36	38	40	38	0	0	0	**230**	21	251	0	251
Dorsa ES	5	16	38	31	38	48	51	49	0	0	0	**276**	21	297	0	297
Hubbard K-8	0	15	40	44	38	41	51	46	40	61	49	**425**	4	429	5	434
Linda Vista ES	1	29	54	57	67	72	79	59	0	0	0	**418**	23	441	5	446
LUCHA ES	0	9	24	34	32	31	38	45	0	0	0	**213**	0	213	0	213
Lyndale ES	2	13	34	31	50	47	40	37	0	0	0	**254**	18	272	21	293
McCollam ES	2	20	43	52	51	57	52	62	0	0	0	**339**	39	378	1	379
Meyer ES	1	13	27	34	34	40	32	46	0	0	0	**227**	19	246	5	251
Painter ES	6	37	51	61	53	56	53	47	0	0	0	**364**	0	364	1	365
Russo McEntee ES	2	20	34	41	45	43	45	48	0	0	0	**278**	40	318	1	319
Ryan ES	1	7	31	32	27	37	44	51	0	0	0	**230**	11	241	0	241
San Antonio ES	0	12	30	55	56	45	49	71	0	0	0	**318**	11	329	0	329
George MS	0	0	0	0	0	0	0	0	129	112	145	**386**	3	389	0	389
Ocala MS	0	0	0	0	0	0	0	0	85	137	135	**357**	11	368	0	368
Renaissance 1 MS	0	0	0	0	0	0	0	0	82	120	125	**327**	18	345	0	345
Renaissance 2 MS	0	0	0	0	0	0	0	0	101	104	106	**311**	14	325	0	325
Sheppard MS	0	0	0	0	0	0	0	0	139	150	143	**432**	12	444	0	444
	28	**307**	**649**	**659**	**685**	**738**	**775**	**773**	**737**	**804**	**822**	**6977**	**305**	**7282**	**51**	**7333**