ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

BOARD OF TRUSTEES

Special Board Meeting
September 26, 2024

Thursday, September 26, 2024
NOTICE OF SPECIAL MEETING AND SPECIAL BOARD MEETING AGENDA

Type: NOTICE OF SPECIAL MEETING AND SPECIAL BOARD MEETING AGENDA
Time: 6:30 pm
Code: Special #15-24/25
Location: ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT, 2930 Gay Avenue, San Jose, CA 95127; Board Room.

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 is as soon as possible but not less than 2 hours before the scheduled start of the meeting to 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/87531254411
Webinar ID: 875 3125 4411
Or One tap mobile:
+16699006833, 87531254411# 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.

Members of the public shall have an opportunity to address the Board of Trustees on the agenda items identified below. (Government Code Section 54954.3)

1. OPEN SESSION - CALL TO ORDER AND ROLL CALL

1.01 CALL TO ORDER/ ROLL CALL/PLEDGE OF ALLEGIANCE -- PRESIDENT LINDA CHAVEZ.

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

2.01 Public Hearing and Consideration/Approval of Alpha: Blanca Alvarado Charter School Renewal Petition.

2.02 Info/Action: Fiscal Stabilization Plan.

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

3.01 Reorganization of Staffing for Human Resources Department – Discussion Only.

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

4.01 Reorganization of Staffing for District's Bond Facilities Program – Discussion Only.

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

5.01 Approve Contracts for Professional Services-Firms/Organizations.

6. CLOSED SESSION

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

6.02 RECESS TO CLOSED SESSION: The Board will recess to Closed Session at approximately 7:05 p.m. Open Session will resume at conclusion of Closed Session.

6.03 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.

7. RECONVENE TO OPEN SESSION

7.01 REPORT OF ACTION TAKEN IN CLOSED SESSION.

8. ADJOURNMENT

8.01 President adjourns the meeting.

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

2.01

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF TRUSTEES

To the Board of Trustees:

Subject: **Public Hearing and Consideration / Approval**
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 26, 2024
Special Board Meeting

2.01
Agenda Placement

Emmanuel Barbara, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Initial Charter Petition	
Charter Material Revision	
Charter Renewal	X

Alum Rock Union Elementary School District

Alum Rock students will be ready for the future in a diverse and competitive world

Emmanuel Barbara, Interim Superintendent

RENEWAL CHARTER REVIEW MATRIX

Proposed Charter School	Petitioner Contact Information	Petition Review Timeline
Name of Proposed Charter Scool: Alpha: Blanca Alvarado School	**Name:** Shara Hegde	**Petition Received:** July 1, 2024
Location of Proposed School(s): 1601 Cunningham Ave, San Jose, CA 95122	**Title:** Lead Petitioner	**Public Hearing:** (60 days from receipt) August 8, 2024
Grade Level: TK - 8TH GRADE	**Phone/Cell:**	**Board Decision:** (90 days from receipt) September 29, 2024
District of Proposed Charter School: ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT	**Email:**	**30 day extension granted** (90 days from receipt, may be extended 30 days if agreed by petitioner(s) and ESUHSD)

Instructions to Review Team: This checklist is designed to guide the review of charter school petitions. Your comments are essential to understanding your assessment and will be used as part of the final analysis and report to the ARUSD Board.

Instructions to Charter Petitioner: As you complete this Matrix, please note the specific page(s) on which each item is addressed. If the terms of the charter are not explicit in compliance with the particular item in the checklist, provide detail in the applicable notes section in order that the ARUSD may readily determine to what provision(s) you are referring in the checklist.

Legend:					
Required to be included in charter petition and/or Memorandum of Understanding. *Applies to Petition Renewals* *Applies to Material Revisions and Renewals Only*					
REQUIRED ELEMENTS: Education Code § 47605 (c) (1)-(6)					
		Yes	**No**	**N/A**	**Page**
	The charter school presents a sound educational program?	**X**			51 - 120
	The petitioners are demonstrably unlikely to successfully implement the program?		**X**		
	The petition contains the required signatures? (not required for renewals)			**X**	not required
	The petition contains an affirmation of each of the conditions described in Education Code § 47605(e) (1)?	**X**			
	The initial review finds that the petition has included all of the required elements (A-O)?	**X**			51 - 237
	The petition includes a declaration of whether the charter school shall be the exclusive employer of charter school employees for purposes of Educational Employment Relations Act (EERA)?	**X**			13
REQUIRED AFFIRMATIONS: Education Code § 47605(e)(1)		**Yes**	**No**	**N/A**	**Page**
	The Petition Describes, at a minimum:				
	1. Affirmation that the school will be nonsectarian in its: Programs Admission policies Employment practices All other operations	**X**			**13**
	2. Affirmation that the school shall not charge tuition.	**X**			**13**
	3. Affirmation that the school shall not discriminate against any pupil on the basis of disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the California Penal Code.	**X**			**13**
	4. Affirmation that admission to a charter school shall not be determined according to the place of residence of the pupil, or of the pupil's parent or legal guardian, within this state, except that an existing public school converting partially or entirely to a charter school under this part shall adopt and maintain a policy giving admission preference to pupils who reside within the former attendance area of that public school.	**X**			**13**
	5. Affirmation that the charter school shall admit all pupils who wish to attend the charter school.	**X**			**13**
	6. Affirmation that the school will comply with federal, state and local laws as required for charter schools.	**X**			13

CHARTER RENEWAL REQUIRED ELEMENTS: Evidence to Support Renewal or Material Revision				
		Yes	No	Page
	Required fiscal reports and audits demonstrating past performance and likely future financial viability of the school	X		197 - 198
	Compliance with all state and federal laws applicable to charter schools and fulfilling the terms of the charter			25 - 49
	Academic performance data reports showing increases in pupil academic achievement for all groups; Dashboard, CAASPP, LCAP and annual updates, applicable verified data	X		26 - 39
	Annual visits and annual reports, including corrections of any deficiencies identified during annual reviews and visits.		X	
	Inspections or observations of any part of the charter school at any time	X		
	Documentation that charter has met minimum academic performance criteria per 47607(b) and 47607.2	X		25 - 39
	Past performance of academics and operations and future plans for improvement establish likelihood of success.	X		30 - 49
	Includes updates to comply with all laws that have gone into effect since previous approval or renewal	X		

Strengths: The academic performance data verified through the Measures of Academic Progress ("MAP") Growth by Northwest Evaluation Association ("NWEA") demonstrates student growth in the areas of ELA and Math

*Areas of Concerns: student performance on the California Assessment of Student Performance and Progress ("CAASPP") has declined since the pandemic similar to what ARUSD has experienced. Alpha Blanca Alvarado and ARUSD show similar performance levels (Orange) on ELA, Math and English Learner progress as reported on the California Dashboard.

Conclusions: While Alpha Blanca Alvarado is able to "illustrate a strong and immediate turnaround in student growth in Reading and Math through the verified data assessment, Measures of Academic Progress ("MAP") Growth by Northwest Evaluation Association ("NWEA")", ARUSD will continue to monitor student progress on the school's California Dashboard for improvement that mirrors the growth on the MAP assessment..

DETAILED REVIEW - REQUIRED ELEMENTS: Education Code § 47605 ©(5)(A-O)			
A	Educational Program	Addressed in Petition	Page
1. Targeted School Populations			
•	Age, grade levels and number of students	yes	52
•	Number of students per classroom	yes	58-59

• Maximum enrollment predicted for school	**yes**	52
• Type of desired student populations	**yes**	52
• A clear concise mission and vision statement that aligns with the student population	**yes**	52
2. Attendance		
• Describes whether multiple sites will be included	**yes**	57
• Indicates proposed opening date(s)	**no date specified**	55
Attendance requirements		
• Includes length of school day and year	**yes**	56-57
• Submit for approval the specific means to be used for student attendance accounting and reporting, satisfactory to support state average daily attendance claims and to satisfy audits related to attendance that may be conducted	**yes (generalized)**	56
• For independent study, specific means of determining and recording attendance, including means of determining it is the enrolled student doing the work and specifically what amount of work/time counts as a day of attendance.	**yes**	58
3. What it Means to be an Educated Person in the 21st Century		
Objective of enabling pupils to become self-motivated, competent, lifelong learners		
Clear list of general academic skills and qualities important for an educated person	**yes**	63
4. Description of How Learning Best Occurs		
Persuasive instructional design		
• Broad outline (not entire scope and sequence) of the curriculum content	**yes**	72-91
• Description of instructional approaches and strategies	**yes**	72-91
• Description of learning environment (e.g. traditional, independent study)	**yes**	58-59
Proposed program strongly aligned to school's mission	**yes**	72-121
Affirmation or description of curriculum aligned to student performance standards	**yes**	72-91
Outline of plan or strategy to support students not meeting pupil outcomes	**yes**	104-105
Instructional design or strategies based upon successful practice or research	**yes**	72-121
Instructional strategies for special education, English learners, etc.	**yes**	105-121
Proposed program/curriculum reflects a focus on adopted CCSS and NGSS	**yes**	72-91
Educational Program describes professional development for teachers	**yes**	93-99

Minimal instructional time		**yes**	appendix 856
Includes school calendar		**yes**	appendix 149
5. Transitional Kindergarten program outlines developmentally appropriate learning outcomes, using modified curriculum, specialized instruction, and assessment for all students (Only if Charter offers Kindergarten)			
6. English Learner Services			
	All eligible students enrolled in the charter school will receive appropriate English Learner services in accordance with applicable state and federal law.	**yes**	105
	Staff members providing English Learner Services are appropriately credentialed.	**yes**	110
	A description of the manner in which students are identified as requiring English Learner Services	**yes**	106-107
	A description of the process for reclassification of English Learners	**yes**	108
	An acknowledgment of the responsibility of the charter school to provide access to grade-level core curriculum for English Learners. (Check for reference to the use and implementation and New Proficiency Level Descriptors (PLD) as part of California English-language Development Standards.)	**yes**	108-109
	References to curriculum and materials that will be utilized in the instruction of English Learners	**yes**	109
	Petition tells how English Learners will be reclassified and how English Learners will be monitored	**yes**	111
Strengths:			
***Area of Concerns:**			
Conclusions- The Charter Renewal Petition for Alpha Bianca Alvarado addresses the requirements in Element A: Educational Program			
7. LCFF/LCAP Annual Goals and Annual Actions to Achieve Goals for Subgroups in EC 52052			
	Charter includes language that assures compliance with LCFF/LCAP	**Yes**	95, 110, 112 +
	Describes **annual goals for all pupils and for each subgroup of pupils identified** in EC 52052 to be achieved in each of the **8 state priorities**, as described in EC 52060(d), that apply for the grade levels served or the nature of program operated by the charterschool.	**Yes**	
	A. Conditions of Learning		

	(Priority 1) Basic Needs	**Yes**	A-44, A-49
	(Priority 2) Implementation of State Standards	**Yes**	A-34
	(Priority 7) Course Access	**Yes**	A-34
	B. Pupil Outcomes		
	(Priority 4) Pupil Achievement (College and Career)	**Yes**	-34
	(Priority 8) Other Pupil Outcomes	**Yes**	A-30
	C. Engagement	**Yes**	A-34
	(Priority 3) Parental Involvement	**Yes**	A-40
	(Priority 5) Pupil Engagement	**Yes**	A-44
	(Priority 6) School Climate	**Yes**	A-44
Provides specific annual actions to achieve these goals for each of the subgroups listed below:			
	Racial/Ethnic groups	**Yes**	A-34
	Low-income students, including homeless students	**Yes**	A-34
	English learners	**Yes**	A-25, A-34
	Students with disabilities	**Yes**	A-34
	Foster youth		
8. Transferability of High School Courses EC 47605 (b) (5) (A) (iii)		**N/A**	N/A
If serving high school students, describes how district/charter school informs parents of:			
	Transferability of courses to other public high schools; and		
	Eligibility of courses to meet college entrance requirements		
	Courses that are accredited by the Western Association of Schools and Colleges (WASC) may be considered transferable, and courses meeting the UC/CSU "a-g" admissions criteria may be considered to meet college entrance requirements)		
Strengths:			
***Areas of Concern:**			
Conclusions: LCAP is included in the petition as an attachment containing all components. LCAP language is used throughout the petition.			

i	Special Education/SELPA	Addressed in Petition	Page
	Identifies whether or not in an independent LEA for special education purposes (with verifiable written assurances)	Yes	112
	Consulted with the South East SELPA Director	Yes	112-113
	• Discussed special education responsibilities of charter	Yes	112-113
	• Discussed application of SELPA policies	Yes	113
	In writing explains how special education services will be provided consistent with SELPA plan and/or policies and procedures	Yes	119
	• Includes fiscal allocation plan	Yes	121
	If charter not an independent LEA :		
	• Clarifies in charter the responsibilities of each party for service delivery	N/A	
	Referral	N/A	
	Assessment	N/A	
	Instruction	N/A	
	Due Process	N/A	
	Agreements describing allocation of actual and excess costs	N/A	
	Charter fiscally responsible for fair share of any encroachment on general funds	N/A	
	If charter is own LEA		
	• Notified SELPA Director of intent prior to February 1st of the preceding school year	Yes	112-113
	• Located within SELPA geographical boundaries	Yes	20
	• Provides current operating budget in accordance with Ed Code § 42130 and § 42131	Yes	835
	• Provides assurances that all will be instructed in safe environment	Yes	178
	• Provides copy of original charter petition and any amendments to SELPA	Yes	113
	• Responsible for any legal fees relating to application and assurances process	Yes	113
	• Meets the terms of the "Agreement Regarding the Organization, Implementation, Administration and Operation of the SELPA (Section 12–13, Appendix A)	Yes	113
	• Meets the terms of all SELPA policies and procedures	Yes	112
	• Charter fiscally responsible for fair share of any encroachment on general funds	Yes	878
	Petition includes the following assurances:		
	• The charter will comply with all provisions of IDEA and plan for how it will comply	Yes	112

	• No student will be denied admission based on disability or lack of available services	**Yes**	112
	• The charter will include a description of the school's SST process as it relates to identification of students who may qualify for Special Education	**Yes**	103
	Staff members providing special education services are appropriately credentialed	**Yes**	115
	Any facility used by the school does not present physical barriers that would limit an eligible student's full participation in the educational and extracurricular programs	**Yes**	180
	The charter school will assume full responsibility for appropriate accommodation to address the needs of any student	**Yes**	117
	The responsibility of the school to provide special education, instruction and related serves to the students enrolled in the school regardless of students' district of residence	**Yes**	112
	Specialized instruction and services available at the school	**Yes**	113
	The provision of Designated Instruction and Services (DIS)	**Yes**	113
	Special transportation for students whose IEPs indicate that service is necessary for the provision of FAPE	**Yes**	244
	The procedures for ensuring that students are referred, assessed and served in a timely manner	**Yes**	116
	A description of the school's "Search and Service" procedures	**Yes**	116
	The dispute resolution procedures that will apply to any disputes between educational entities, including the SELPA and LEA, regarding the provision of special education services in the charter school.	**Yes**	121
	Petition describes process for notifying district of residence and chartering district when a special education student enrolls, becomes eligible, ineligible and/or leaves charter school	**No**	Not Found
	Overview of how special education funding and services will be provided by:		
	• Charter School	**Yes**	119; 878
	• Charter Granting Agency	**Yes**	878
	• SELPA	**Yes**	878
	Petition describes the transition to or from a district when a student with an IEP enrolls in, or transfers out of, the charter school	**Yes**	755
ii	**Implementation of Section 504 of the Rehabilitation Act**	**Addressed in Petition**	**Page**
	All eligible enrolled students will receive appropriate accommodations and modifications consistent with Section 504 of the Rehabilitation Act	**Yes**	114

	No student "otherwise eligible to enroll in the charter school" will be denied enrollment due to disability, or the charter school's inability to provide necessary services	**Yes**	113
	All staff members providing services to the student are familiar with the identified needs of the student	**Yes**	115
	Any facility used by the school does not present physical barriers limiting eligible students' full participation in the educational and extracurricular program	**Yes**	180
	The charter school will assume full responsibility for appropriate accommodations, modifications and services to address the needs of any student regardless of the student's district of residence	**Yes**	112
	Includes plan and appropriate staffing for 504 compliance	**Yes**	113-115
iii	**Implementation of Americans with Disabilities Act (ADA)**	**Addressed in Petition**	**Page**
	Affirms charter's obligations to comply with ADA	**Yes**	14
	Any facility used by charter will be ADA compliant	**Yes**	180
Strengths: Petition addresses areas of needed.			
***Areas of Concern: No clear description of process that will be followed when students with IEPs transfer in and out of Charter and the District of Residence.**			
Conclusions: Addresses majority of the required elements for Student with Disabilities.			
B	**Measurable Student Outcomes - "Exit Outcomes" or "Graduation Standards"**	**Addressed in Petition**	**Page**
Pupil outcomes are measurable, i.e. specific assessments listed for each exit outcome.			
How pupil outcomes will address state content and performance standards in core academics.		**yes**	75, 79, 82, 83, 87, 106, 108, 131
Exit outcomes include acquisition of academic and non-academic skills.		**yes**	123-128
Concise (one page) list of exit outcomes encompass specific skills, not too vague.		**no**	
Affirmation that "benchmark" skills and specific classroom-level skills will be developed.		**yes**	75, 79, 82, 83, 84, 85, 87,

Affirmation/description that exit outcomes will align to mission, curriculum and assessments.		yes	75, 79, 82, 83, 84, 85, 87, 108.
Affirmation that college-bound students wishing to attend California colleges or universities will have the opportunity to take courses that meet the "A–G" requirements.		**n/a**	**This is a k-8 no a-g listed**
Lists school-wide student performance goals students will make over a given period of time, projected attendance, dropout, or graduation rate goals, etc.		yes	123-128
Acknowledges that exit outcomes and performance goals may need to be modified over time.		yes	131
If high school, graduation requirements defined.		n/a	
If high school, WASC accreditation standards addressed.		n/a	
LCFF/LCAP Measurable Goals of the Education Program: Charter provides assurance that all identified subgroups will meet performance goals that are stated in the charter			
	Statement that pupil achievement measurements will include the elements listed below:		
	Alignment with state priorities 52060 (d) and description of **how** the charter will address all 8 state priorities	Yes	123
	(A) Statewide assessments administered pursuant to Article 4 (commencing with Section 60640) of Chapter 5 of Part 33 or any subsequent assessment, as certified by the state board.	Yes	131
	(B) The Academic Performance Index, as described in Section 52052/alternative academic performance data and documentation during suspension of API	Yes	123
	(C) The percentage of pupils who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study that align with state board-approved career technical educational standards and frameworks.	N/A	
	(D) The percentage of English learner pupils who make progress toward English proficiency as measured by the California English Language Development Test or any subsequent assessment of English proficiency, as certified by the state board.	Yes	124
	(E) The English learner reclassification rate.	Yes	124
	(F) The percentage of pupils who have passed an advanced placement examination with a score of 3 or higher.	N/A	
	(G) The percentage of pupils who participate in, and demonstrate college preparedness pursuant to, the Early Assessment Program.	N/A	

The High Achieving threshold for renewal per EC 47607(c)(2)(A):			
	1. The charter school has received the highest two performance levels schoolwide on all the state indicators included on the Dashboard for which it receives performance levels; or	N/A	
	2. For all measurements of academic performance (ELA, Math, English Language Proficiency, College/Career Readiness), the charter school has received performance levels that are the same or higher than the state average.	N/A	
The Low Achieving threshold for renewal per EC 47607.2(a)(1):			
	1. The charter school has received the lowest two performance levels schoolwide on all the state indicators included on the Dashboard for which it receives performance levels; or	N/A	
	2. For all measurements of academic performance (ELA, Math, English Language Proficiency, College/Career Readiness), the charter school has received performance levels that are the same or lower than the state average.	N/A	
	A charter may be renewed only if both of the following: the charter is making meaningful steps to address the underlying cause or causes of low performance and there is clear and convincing evidence that the school is making progress established by one year's growth for each year in school or strong post-secondary outcomes.	N/A	
The Mid-Achieving threshold for renewal per EC 47607.2(b)(1):			
	Review of dashboard state and local indicators, greater weight will be given to academic indicators	**Yes**	26
	Verifiable data evidence of either: 1 year's growth per year in school or strong post-secondary outcomes	**Yes**	26
Strengths:			
***Areas of Concern:**			
Conclusions: Alpha Blanca Alvarado meets the Mid-Achieving threshold for renewal based on the 2022/2023 Dashboard. 2023/2024 Dashboard Data has not been released at the time of the petition			

C	The Method by Which Pupil Progress in Meeting Outcomes Will be Measured	Addressed in Petition	Page
At least one assessment method or tool listed for each of the exit outcomes		yes	75, 79, 82, 83, 84, 85, 87, 108,
Assessments include multiple, valid and reliable measures using traditional/ alternative tools		yes	75, 79, 82, 83, 84, 85, 87, 108,
Chosen assessments are appropriate for standards and skills they seek to measures		yes	75, 79, 82, 83, 84, 85, 87, 108,
Affirmation/description of how assessments align to mission, exit outcomes, and curriculum		yes	24
Describes minimal required performance level necessary to attain each standard		yes	105-108
Outlines a plan for collecting, analyzing and reporting student/school performance data		yes	65
Method of measuring outcomes aligns with SARC		yes	136
LCFF/LCAP Assurance that methods of assessment are aligned with measurable student outcomes			
	(A) Utilizes a variety of assessment tools that include multiple, valid and reliable measures using traditional/alternative tools appropriate to the skills, knowledge, or attitudes being assessed. Including, at a minimum tools that employ objective means of assessment.	Yes	131
	(B) Include the annual assessment tools as required by state and federal assessments (CAASPP, ELPAC, etc.)	Yes	123-128
	(C) Outlines a plan for collecting, analyzing, and reporting data continuously to monitor and improve the charter school's educational program.	Yes	132-135
	(D) Presents a coherent plan for using student assessments data to evaluate and inform instruction on an on-going basis	Yes	132-135
	(E) Committed plan to share performance information with students, families and public agencies	Yes	136
Strengths:			

*Areas of Concern:

The Charter Renewal Petition for Alpha Blanca Alvarado addresses the requirements in Element C: The Method by Which Pupil Progress in Meeting Outcomes Will be Measured

D	Governance Structure of School (Including Parental Involvement)	Addressed in Petition	Page
	Describes what role parents have in the governance of the school	Yes	139
	Describes key features of governing structure (usually a board of directors) such as:	Yes	139
	• Size/composition of board	Yes	142
	• Board committees or advisory councils	Yes	145
	• Board's scope of authority/responsibility/conflict of interest	Yes	147/A-389
	Status as a non-profit or public school	Yes	A-369
	Tax exempt status	Yes	A-371
	If non-profit, provisions for liability for debts	Yes	A-371
	Has set of bylaws, policies or similar documents	Yes	A-373
	Governing board members identified by name or the process used to select them and future board members	Yes	A-397
	Clear description of school's legal status and determination of whether a board member from the charter-granting agency is on the board of the charter	Yes	141
	Demonstrates compliance with Brown Act	Yes	A - 381
	Annual Review and Revision of the Local Control Accountability Plan (LCAP).	Yes	
	Detailed description of any relationship with for profits, including CMO/EMO	Yes	A-379 - 380
	Compliance with transparency and public accountability	Yes	A - 391
	• Public Records Act	Yes	16, A-391
	• Political Reform Act of 1974	Yes	16. A-376
	• Government Code 1090 et seq.	Yes	16, A-394
	• Brown Act	Yes	A-381

Strengths:			
***Areas of Concern:**			
Conclusions: The Charter Renewal Petition for Alpha Blanca Alvarado addresses the requirements in Element D: Governance Structure			
E	**Qualifications to be Met by Individuals to be Employed by The School**	**Addressed in Petition**	**Page**
Identifies roles and functions of staff members (including…) • Job Descriptions for Positions • Identifies key staff positions with the charter school		**Yes.**	155-168
Process for staff selection		**Yes.**	155-168
Procedure for adequate background checks		**Yes.**	Employee Handbook
Salaries and benefits for all employees		**Yes.**	Employee Handbook
Measures of assessment of performance		**Yes.**	Employee Handbook
	Describes specific key qualifications (knowledge, experience, education, certification, etc.) sufficient to ensure the health and safety of pupils and staff.	**Yes.**	155-168
	Defines "core, college preparatory" teachers/affirms they will hold appropriate credentials (Commission on Teacher Credentialing Certificate/Permit) • Identifies whether these teachers will teach only within the restrictions of their credentials	**Yes**	165
	Identifies any non-core, non-college prep teaching positions staffed by non-certified teachers and their qualifications, **understanding that no flexibility is given** to charter schools on credentialing requirements – ALL teachers must have appropriate credentials during school day for instructional minutes	**Yes**	165
The credentials/qualifications of other charter school staff (e.g., counselors, librarians, administrators, nurses and others)		**Credentialing is not mentioned**	115
Statement of acknowledgment that all employees, even if not public, are subject to state and federal employment laws		**Yes**	156
Explains how teachers will learn the curricula		**Yes**	93, Appendix 4

Strengths:
***Areas of Concern:**
Conclusions: The Charter Renewal Petition for Alpha Blanca Alvarado addresses the requirements in Element E: Qualifications to be Met by Individuals to be employed by the School

F	Health and Safety Procedures	Addressed in Petition	Page
	A comprehensive charter school safety plan, and assurance that all charter school staff will be trained on this plan and that the plan will be updated annually.	**Yes**	180
	Assurance for conducting criminal background checks and obtaining proof of Tuberculosis examination for potential employees, contractors, and volunteers as required by law	**Yes**	178
	Assurances that the charter school will adopt procedures to prevent acts of bullying and cyberbullying, and make the California Department of Education (CDE) online training module available to all employees who interact with students.	**Yes**	177
	Affirmation that charter schools with grades 7-12 will adopt a suicide prevention policy. Policy must be adopted in conjunction with a variety of stakeholders and must address the needs of specifically high-risk groups.	**Yes**	176 Appendix 9

	Health and safety practices for students and staff. Health and safety policies and practices should include, but not be limited to, the following: *Mandated child abuse reporting. *Natural disasters and emergencies, including seismic safety (structural integrity and earthquake preparedness). *Required immunizations, vision, hearing and scoliosis health screenings, and administration of medications to the same extent as would apply if the students attended a noncharter public school. *Staff training on emergency and first aid response (e.g., epi pen usage, defibrillator) *Notification to students, parents and guardians on how to access student mental health services on campus and/or in the community *Assurances that in grades 6-12, if applicable, the charter school identifies the most appropriate method of informing parents and guardians of human trafficking prevention resources.	**Yes**	172-173 177-181
	a. references include health- and safety-related policies and procedures or the date by which they will be adopted and submitted to the authorizer.	**Yes**	171-182
	Assurances regarding compliance with the Americans with Disabilities Act (ADA).	**Yes**	112
Strengths:			
***Areas of Concern:**			
Conclusions: The Charter Renewal Petition for Alpha Blanca Alvarado addresses the requirements in Element F: Health and Safety Procedures			

G	Means to Achieve a Student Population Balance Reflective of The District	Addressed in Petition	Page
	Describes specific practices/policies the charter school will design and implement to attract a diverse applicant pool/enrollment that is reflective of the general population, including special populations residing within the territorial jurisdiction of the district. (Education Code § 47605 subd. (c)(5)(G).)	**Yes**	185

	Renewal: Includes racial and ethnic, Special Education, and English Learner make-up data and identifies means charter will use to address any underrepresented populations	**Yes**	Data - 184

Strengths:

***Areas of Concern:**

Conclusions:
The Charter Renewal Petition for Alpha Blanca Alvarado addresses the requirements in Element G: Means to Achieve a Student Population Balance Reflective of the District

H	Admissions Policies and Procedures Consistent with 47605(e) (1) & 47605 (e) (2) (B)	Addressed in Petition	Page
	Mandatory assurances regarding non-discriminatory admission procedures	**Yes**	189
	Clearly describes admissions procedures, including any preferences • Identifies that the charter school will give preference to pupils who reside in the district and how the charter school will employ this preference • Preferences will be approved at a public hearing and cannot be changed without a material revision • Preferences consistent with federal, state law Preferences will not result in limiting access for students with disabilities, academically low-achieving, English Learners, neglected or delinquent pupils, homeless pupils, economically disadvantaged pupils, foster youth, or pupils based on nationality, race, ethnicity, or sexual orientation	**Yes**	189-195
	Includes a copy of an annual parent/student contract and/or handbook, if available	**Yes**	200 Appendix 8
	Includes detailed description of the admissions procedure, including how any public random drawing is implemented, including the steps in the process and how any preferences are applied.	**Yes**	189-195
	Provides admission application, admission timelines and lottery form	**Yes**	189-195

	Specifies all information to be requested on any application	**Yes**	189-195
	Specifies when and how parents will be notified on application and annually that volunteerism is not required for acceptance to or continued enrollment at the charter School	**Yes**	189-195

Note that with regard to student recruitment, charter schools cannot recruit students in any way that discriminates against students on the basis of disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in 422.55 of the Penal Code, including immigration status, or association with such persons. In advertising for students, charter schools are required by federal law to distribute materials in ways that effectively reach all segments of the parent community. Charter schools must also be sure to safeguard the rights of parents/guardians who are limited-English proficient, providing materials in languages other than English in order to communicate effectively with all parent groups. Similarly, in recruiting students of parents/guardians with disabilities, outreach materials should be available upon request in various alternative formats (such as Braille or large print, or in public meetings where interpreters are available).

Strengths:

***Areas of Concern:**

Conclusions: The Charter Renewal Petition for Alpha Blanca Alvarado addresses Admissions Policies and Procedures Consistent with 47605(e) (1) & 47605 (e) (2) (B)

I	Financial Audit	Addressed in Petition	Page
	Procedure to select and retain independent auditor	**Yes**	197
	Qualifications of independent auditor	**Yes**	197
	Audit will employ generally accepted accounting procedures	**Yes**	197
	Describe specific scope of audit	**Yes**	197
	Timing of audit and to whom it will be sent	**Yes**	197
	Process for resolving audit exceptions and deficiencies to satisfaction of granting agency	**Yes**	198
	Describes manner in which the audit will be made public	**Yes**	198
	Describes manner in which the charter school will keep track of financial data and compile information in the prescribed format needed for the annual statement of receipts and expenditures for the prior fiscal year that is due to the authorizing board by Sept. 15 of each year	**Yes**	197

	Proof of knowledge of requirement and the process by which charter school will submit quarterly financial reports to its chartering authority and the county superintendent of schools (required by AB 1137)	**Yes**	241
	Describes services the charter intends to contract out to the district/SCCOE or another provider (if not included in a memorandum of understanding)	**Yes**	A-880-881
Strengths:			
***Areas of Concern:**			
Conclusions: Charter appears to meet all requirements related to reporting and the annual audit.			

J	Pupil Suspension Expulsion	Addressed in Petition	Page
Includes new legal language in header and throughout the section			
	Student code of conduct and process by which this information is given to students and parents/guardians	**Yes**	200
	Procedure for involving parents, students and staff in designing and implementing a discipline policy	**Yes**	200 Element A: Ed Program & School Culture
	Detailed process by which student may be suspended or expelled or involuntarily removed for any reason	**Yes**	199-225
	Describes disciplinary steps to be taken prior to suspension or expulsion	**Yes**	199-225

	Identifies the offenses for which students in the charter school must (where non- discretionary) and may (where discretionary) be suspended and, separately, the offenses for which students in the charter school must (where non-discretionary) or may (where discretionary) be expelled, providing evidence that the petitioners' reviewed the offenses for which students must or may be suspended or expelled in non-charter public schools, and provide evidence that the charter petitioners believe their proposed lists of offenses and procedures provide adequate safety for students, staff, and visitors to the school and serve the best interests the school's pupils and their parents (guardians).	**Yes**	199-225
	Identifies the detailed procedures by which pupils can be suspended or expelled.	**Yes**	199-225
	Identify the procedures by which parents, guardians, and pupils will be informed about reasons for suspension or expulsion and of their due process rights in regard to suspension or expulsion.	**Yes**	199-225
	Provide for due process for all pupils and demonstrate an understanding of the rights of pupils with disabilities in regard to suspension and expulsion, including by providing specific additional or special procedures applicable to pupils with disabilities or for whom the charter school has a basis of knowledge the student might be disabled.	**Yes**	222-225
	Outline how detailed policies and procedures regarding suspension and expulsion will be periodically reviewed, including, but not limited to, periodic review and (as necessary) modification of the lists of offenses for which students are subject to suspension or expulsion, with clear understanding that any modifications are permitted only through the material revision process.	**Yes**	
	What educational alternative, if any, will be provided to students who were suspended or expelled	**Yes**	220
	Describes who or what body will be responsible for final suspension/expulsion decisions	**Yes**	219
	Describes appeal procedures	**Yes**	220
	Identifies process by which the charter school will notify the superintendent of the school district of the expelled student's last known address within 30 days and send a copy of student's cumulative record, including transcripts of grades and health records to the school district	**Does not specifically say Superintendent; says chartering authority instead**	220-221 Element J
	Outlines or describes strong understanding of relevant laws protecting constitution rights of students, generally, and of disabled and other protected classes of students	**Yes**	222-225
	Policies balance students' rights to due process with responsibility to maintain a safe learning environment	**Yes**	199-225

	Explains how the charter school will comply with federal and state constitutional procedural and substantive due process requirements consistent with: 1. Suspension of less than 10 days includes notice of the charges, an explanation of the evidence supporting the charges, and an opportunity for the pupil to present his/her side of the story. 2. For suspensions of more than 10 days and all expulsions: a. Timely written notice of the charges and the pupil's rights. b. A hearing before a neutral officer within a reasonable number of days, including a fair opportunity for the pupil to present testimony, evidence, and witnesses; confront and cross-examine adverse witnesses, and bring legal counsel or advocate. c. Contains a clear statement that no pupil shall be involuntarily removed by the charter school for any reason unless the parent or guardian of the pupil has been provided with written notice, and that ensures the written notice shall be in the native language of the pupil or the pupil's parent or guardian.	**Yes**	199-225
	Explains how resident school district or COE will be involved in disciplinary matters	**Does not specifically say Superintendent; says chartering authority instead**	220-221 Element J
Strengths:			
***Areas of Concern:**			
Conclusions: **The Charter Renewal Petition for Alpha Blanca Alvarado addresses the requirements in Element J: Pupil Suspension and Expulsion**			

K	Staff Retirement System	Addressed in Petition	Page
Statement of whether staff will participate in STRS, PERS, or Social Security (if STRS, then all teachers must do so)		**Yes.**	**227**
	Specifies which retirement system for each position	**Yes.**	Element K
	Identifies the position responsible for ensuring appropriate arrangements for coverage have been made and complied with	**Yes.**	227
Relationship between teachers and district/county bargaining unit		**Yes.**	Element M
Process by which salaries, benefits, working conditions and items, i.e., calendars, holidays, vacations, work day and year will be determined		**Yes.**	13

Labor procedures which will be applied to employees	**Yes.**	Appendix 8-Handbooks
Process for resolving complaints/grievances	**Yes.**	Element N, Appendix A, B Page A-629-637
Process for ensuring due process	**Yes.**	Element N, 235
Manner by which staff members will be covered by STRS, PERS, Social Security or Medicare	**Yes.**	Element K
Process for staff recruitment, selection, evaluation and termination	**Yes.**	155, 169
Procedure for processing and monitoring credentials if required	**Yes.**	14
Establish compliance with Ed Code 47611		
Strengths:		
***Areas of Concern:**		
Conclusions: **The Charter Renewal Petition for Alpha Blanca Alvarado addresses the requirements in Element K: Staff Retirment System**		

L	**Attendance Alternatives**	**Addressed in Petition**	**Page**
States that students may attend other district schools or pursue an inter-district transfer in accordance with existing enrollment and transfer policies of their district or county of residence or description of other attendance alternatives		**Yes**	**229**
Strengths:			
***Areas of Concern:**			
Conclusions: **The Charter Renewal Petition for Alpha Blanca Alvarado addresses the requirements in Element L: Attendance Alternatives**			

M	**Description of Employee Rights**	**Addressed in Petition**	**Page**
Description of employee rights upon leaving school district			

	• Acknowledgment whether collective bargaining contract in sponsor district will be controlling	**Yes.**	231
	• Whether and how charter school staff may resume employment within the district	**Yes.**	231
	• Sick/vacation leave (ability to carry it over to and from charter school)	**Yes.**	231
	• Whether charter school staff will continue to earn service credit (tenure) in district while at charter school	**Yes.**	231
	• How employees will be paid (e.g. salaried, hourly, etc.)	**Yes.**	Appendix 11
	• Describes employee benefits	**Yes.**	170
	• Identifies intended employment status of charter school employees	**Yes.**	13
	• Identifies whether the charter school will be responsible for the payment of social security and applicable taxes for charter school employees	**Yes.**	227
	• Describes how rights will be communicated to prospective employees	**Yes.**	Employee Handbook

Strengths:

***Areas of Concern:**

Conclusions:
The Charter Renewal Petition for Alpha Blanca Alvarado addresses the requirements in Element M: Description of Employee Rights

N	Dispute Resolution Process EC 47605(c)(5)(N)	Addressed in Petition	Page
	The petition describes at a minimum		
	1. A process for the charter and the authorizer to settle disputes related to the provisions of the charter.	**Yes**	233-235
	2. The process by which the charter will resolve internal complaints and disputes.	**Yes**	233-235
	a. Includes Uniform Complaint procedures and a description of how this process is communicated to parents, staff and the community.	**Yes**	233-235
		Yes	
	3. Acknowledgement that, except for disputes between the chartering authority and the charter school, all disputes involving the charter school shall be resolved by the charter school according to the charter school's own internal policies.	**Yes**	233-235
	4. Statement that if any such dispute concerns facts or circumstances that may be cause for revocation of the charter, the authorizer shall not be obligated by the terms of the dispute resolution process as a precondition to revocation.	**Yes**	237-239

Strengths:			
***Areas of Concern:**			
Conclusions: **The Charter Renewal Petition for Alpha Blanca Alvarado describes the minimjm requirements in Element N: Dispute Resolution Process**			
O	**Closure of Charter School EC 47605(c)(5)(O)**	**Addressed in Petition**	**Page**
Outlines an adequate process to be used if the charter school closes. The petition describes, at a minimum:			
	1. The procedures to be used if the charter school closes, including the following:	**Yes**	237
	a. Who is the responsible entity or person that will conduct closure-related activities.	**Yes**	237
	b. How the charter will communicate the closure to students, parents and guardians, the authorizing entity, the county office of education, the charter's special education local plan area, the retirement systems in which the school's employees participate, and the California Department of Education.	**Yes**	237
	c. Who will conduct the process for the completion and submission of final financial reports, expenditure reports for entitlement grants, and the filing of any required final expenditure and performance reports.	**Yes**	238
	2. The maintenance plan for pupil records and the manner in which parents and guardians may obtain copies of pupil records if the charter school closes, including how information will be preserved and transferred.	**Yes**	238
	3. A process for how the charter will ensure a final audit of the charter school.	**Yes**	238
	a. An assurance the audit will be conducted within six months of closure.	**Yes**	238
	b. The disposition of the charter school's assets.	**Yes**	239

	c. Plans for disposing net assets including at least the following: *The disposition of all assets of the charter, including cash and accounts receivable and an inventory of property, equipment and other items of material value. *An accounting of all liabilities, including accounts payable and any reduction in apportionments as a result of audit findings or other investigations, loans, and unpaid staff compensation. *An assessment of the disposition of any restricted funds received by or due to the charter. *Process for the return of any donated materials and property in accordance with any conditions established when the donation of such materials or property was accepted.	Yes	239
	4. The transfer and maintenance of personnel records in accordance with applicable law.	yes	239
Strengths:			
***Areas of Concern:**			
Conclusions: The Charter appears to have addressed all requirements related to closure of the Charter.			

REQUIRED SUPPLEMENTAL INFORMATION: Education Code § 47605.6(h)			
i	**Administrative Services**	**Addressed in Petition**	**Page**
Describes how charter administrative services will be acquired or provided			
	Describes how the day-to-day administrative operations will be handled		
Strengths:			
***Areas of Concern:**			

Conclusions:			
ii	**Civil Liability**	**Addressed in Petition**	**Page**
Did the petitioners provide information regarding the potential civil liability effects, if any, upon the school, and the school district.		**Yes**	245
Appropriate insurance coverage in conformance with ARUSD risk management standards		**addressed but mention "County" instead of JPA or District**	242
Indemnification/defense/hold harmless of ARUSD		**hold harmless "County" not district**	242
Strengths:			
***Areas of Concern:**			
Conclusions: Alpha appears to have met the requirements related to insurance coverage and civil liability once the petition language is changed to reflect District requirements instead of "County"			
iii	**Financial Plan**	**Addressed in Petition**	**Page**
	5 year operational budget includes: - COLA - FTE for complete list of staff both certificated & Classified	**Yes**	COLA A-878 & 897: FTEs A-880
	• Start-up costs	**n/a**	
	Cash flow for five years	**Yes**	A-889-891

	Projected ernollments and ADA for 5 years	**enrollment and ADA yield addressed. Yield in LCFF calculator higher than recent past.**	A-877 & A-884
Strengths:			
***Areas of Concern:** ADA used in LCFF calculator higher than in recent past. Potential overstatement of revenue by $100,000-200,000. Budget would still be solid although deficit spending slightly. See email of August 29 (revised 9/18/24) for additional comments related to budget.			
Conclusions: Overall, budget assumptions seem reasonable. It is difficult to know if all FTEs and salaries are included in the budget due to a lack of specific salary projections.			

iv	Labor Relations	Addressed in Petition	Page
	Specifies whether charter or local school district will be employer for EERA purposes	**Yes.**	Appendix 11
	Specifies whether it is the charter school or the corporation that will be the employer	**Yes.**	Appendix 11
	Evidences charter's clear understanding that employees are not required to engage in collective bargaining, but they have that right if they choose to do so.	**Yes.**	Page 13
Strengths:			
***Areas of Concern:**			
Conclusions: **The Charter Renewal Petition for Alpha Blanca Alvarado addresses the requirements in Element iv: Labor Relations**			

v	Planning Assumptions	Addressed in Petition	Page
	• Number/types of students	**enrollment projected, but not by "type"**	

	• Number of staff	**Total FTEs, but not number of staff by position**	
	• Teacher/student ratio	yes. 20:1 TK, 30:1 K-8	58
	• Facilities needs	**addressed in separate facilities use agreement**	244
	• Whether the charter school will participate in the National School Lunch Program	**Yes**	127
	• Costs of all major items are identified and within reasonable market ranges	**Yes**	A-885-887
	• Revenue assumptions in line with state and federal funding guidelines	**Yes**	A-885-887
	• Revenue from "soft sources" (e.g., donations, grants and fundraisers) less than 10% of ongoing operational costs	**Yes**	A-885-887
	• Timeline allows window for grant applications to be submitted and funded	**not addressed**	
Strengths:			
***Areas of Concern:**			
Conclusions: Several of the listed assumptions were not found in the petition. The lack of specifics of FTEs by type of position and number of staff makes it difficult to address the adequacy of the salaries and benefits budgets.			

vi	Start-Up Costs (New petitions only)	Addressed in Petition	Page
	• Clearly identifies most major start-up costs	n/a	
	• Staffing	n/a	
	• Facilities	n/a	
	• Equipment and Supplies	n/a	
	• Professional Services	n/a	
	• Assumptions in line with overall school design plan	n/a	
	• Identifies potential funding source that could or would fund these costs	n/a	
	• Timeline allows for grant and fundraising	n/a	
Strengths:			

***Areas of Concern:**			
Conclusions:			
vii	**Annual Operating Budget**	**Addressed in Petition**	**Page**
	• Annual revenues and expenditures clearly identified by source and expenditures are clearly identified by destination (i.e. object codes).	**Yes**	A=885-887
	• Revenue assumptions closely related to applicable state and federal funding formulas	**Yes**	A-882-887
	• Expenditure assumptions reflect school design plan	**Yes**	A=885-888
	• Expenditure assumptions reflect prevailing or market costs	**Yes**	A-882-888
	• "Soft" revenues (e.g. fund-raises and grants) are not critical to solvency	**Yes**	A-879
	• Strong reserve or projected ending balance (the larger of 2–5% of expenditure or $25,000)	**Yes**	A-882
	• If first year is not in balance, the long-term plan identifies solvency in future years and sources of capital sufficient to cover deficits until year budget is projected to balance.	n/a	
	• Budget clearly indicates restricted versus general operating/flexible funds.	**No**	A-882-887
	• Expenditure for sufficient insurance to name ESUHSD as also insured/hold harmless agreement	**Included in Mgmt Fees**	A-881
	• Expenditure sufficient for reasonably expected legal services	**Included in Mgmt Fees**	A-881
	• Expenditure for Special Education excess costs consistent with current experience in county	**consistent with members of El Dorado Co SELPA**	A-881
	• Description of all insurance the charter school will purchase, complete with annual cost	**Included in Mgmt Fees**	A-881
	• First year budget premised on realistic year 1 ADA	**n/a**	
Strengths:			
***Areas of Concern:**			

Conclusions: The Charter has been in operation for 12 years and the budget is consistent with prior years and more than sufficient fund balances.

viii	Cash Flow Analysis	Addressed in Petition	Page
	• Monthly projection of revenue receipts in line with state/federal funding disbursements	**Yes**	A-888-892
	• Expenditures projected by month and correspond with typical/reasonable schedules	**Yes**	A-888-892
	• Show positive cash balance each month and/or identify sources of working capital	**Yes**	A-888-892

Strengths:

***Areas of Concern:**

Conclusions: Cash flow projections appear reasonable and in line with charter funding and cashflow.

ix	Long-term Plan	Addressed in Petition	Page
	• Projects revenues and expenditures for 5 years.	**Yes**	A=885-887
	• Revenue assumptions based on reasonable potential growth in state and federal revenues	**Yes**	A=885-887
	• Revenue assumptions based on reasonable student growth projections	**Yes**	A=885-887
	• Expenditure projections are inflated by reasonable cost-of-living and inflation assumptions and school growth assumptions.	**Yes**	A=885-887
	• Projected annual fund balances are positive or likely sources of working capital are identified to cover projected deficits.	**Yes**	A=885-887

Strengths:

***Areas of Concern:**			
Conclusions: **The Charter Renewal Petition for Alpha Blanca Alvarado addresses the requirements in Element ix: Long Term Plan**			
x	**District Impact Statement**	**Addressed in Petition**	**Page**
•	Does the charter include an impact statement?	**Yes**	17 - 23
•	Provides estimated numbers of students anticipated to enroll	**Yes**	17 - 23
•	Identify whether or not will request district-owned facilities	**Yes**	17 -23
Strengths:			
***Areas of Concern:**			
Conclusions: The Charter Renewal Petition for Alpha Blanca Alvarado addresses the requirements in Element x: District Impact Statement			
xi	**Grade Level, Geographic and Site Limitations**	**Addressed in Petition**	**Page**
•	Does the Petition demonstrate that it will operate a single charter school within the geographic jurisdiction of the school district	**Yes**	17 - 23
•	If not, does the Petition demonstrate any basis for an exception		
•	Does the Petition identify where the school will operate	**Yes**	17 - 23
•	Does the Petition demonstrate that it will not serve grade levels not served by this district unless it serves all of the grade levels	**Yes**	17 - 23
Strengths:			
***Areas of Concern:**			

Conclusions:

xii	Annual Financial Report	Addressed in Petition	Page
	• Does the Petition demonstrate that the charter school shall provide the authorizer with a copy of an annual financial report in a format prescribed by the State Superintendent of Public Instruction?	**Yes**	241

Strengths:

***Areas of Concern:**

Conclusions: The Charter Renewal Petition for Alpha Blanca Alvarado addresses the requirements in Element xii: Annual Financial Report

xiii	Facilities / Transportation	Addressed in Petition	Page
	• Specify where school intends to be located and describes facilities to be used by the charter school.	**Yes**	244
	• **New Petition:** Present a written agreement (a lease or similar document) indicating the charter school's right to use the principal school site identified by the petitioners for at least the first year of the charter school's operation and evidence that the facility will be adequate for the charter school's needs. Not later than June 1, present a written agreement (or agreements) indicating the charter school's right to use any ancillary facilities planned for use in the first year of operation (any ancillary facilities or additional sites must be approved with Charter or by a material revision).	n/a	
	• Present evidence that the facility is located in an area properly zoned for operation of a school and has been cleared for student occupancy by all appropriate local authorities.	**included in Facilities Use Agrmt**	separate
	• Transportation arrangements, if any, including compliance with IDEA and McKinney Vento (Note that if charter schools provide transportation to and/or from school or while at school, they may be subject to state and federal laws governing vehicles, drivers, etc.)	**Yes**	244

Strengths:

***Areas of Concern:**			
Conclusions: details of the facilities use agreement are not included in the petition. However, the agreement has been reviewed and zoning and other legal requirements are deemed met.			
xiv	**Insurance Coverage**	**Addressed in Petition**	**Page**
	Describes minimum insurance coverage consistent with ARUSD risk management requirements	**addressed but mention "County" instead of JPA or District**	242
	• **New Petition:**Not later than June 1, (or such earlier time as charter school may employ individuals or acquire or lease property or facilities for which insurance would be customary), submit documentation of adequate insurance coverage, including liability insurance, which shall be based on the type and amount of insurance coverage maintained in similar settings.	**n/a**	
	Indemnification/Defense/Hold Harmless of ARUSD consistent with ARUSD risk management requirements.	**addressed but mention "County" instead of JPA or District**	242
Strengths:			
***Areas of Concern:**			
Conclusions: Alpha appears to have met the requirements related to insurance coverage and civil liability once the language is changed to reflect District requirements instead of "County"			
xv	**DASS Schools only - Alternative Education EC 58500 - 58512**	**Addressed in Petition**	**Page**
	THE PETITION DESCRIBES, AT MINIMUM:		
	1. Acknowledgement that the charter school will maintain an unduplicated pupil count of at least 70% of the school's total enrollment, composed of the following required high-risk student groups:	**N/A**	

	a. Expelled (EC 48925(b)) including situations in which enforcement of the expulsion order was suspended (EC 48917).	N/A	
	b. Suspended (EC 48925(d)) more than 10 days in a school year.	N/A	
	c. Wards of the court (Welfare and Institution Code (WIC) Section 601 or 602) or dependents of the court (WIC Section 300 or 654).	N/A	
	d. Pregnant and/or parenting.	N/A	
	e. Recovered dropouts – State Board of Education (SBE) defines recovered dropouts based on EC 52052.3(b) as students who: (1) are designated as dropouts pursuant to the exit and withdraw codes in the California Longitudinal Pupil Achievement Data System (CALPADS), or (2) left school and were not enrolled in a school for a period of 180 days.	N/A	
	f. Habitually truant (EC 48262) or habitually insubordinate and disorderly whose attendance at the school is directed by a school attendance review board or probation officer (EC 48263).	N/A	
	g. Retained more than once in kindergarten through grade eight.	N/A	
	h. Students who are credit deficient (i.e., students who are one semester or more behind in the credits required to graduate on time, per grade level, from the enrolling school's credit requirements).	N/A	
	i. Students with a gap in enrollment (i.e., students who have not been in any school during the 45 days prior to enrollment in the current school, when the 45 days does not include noninstructional days such as summer break, holiday break, off-track, and other days when a school is closed).	N/A	
	j. Students with a high level of transiency (i.e., students who have been enrolled in more than two schools during the past academic year or who have changed secondary schools more than two times since entering high school).	N/A	
	k. Foster youth (EC 42238.01[b]).	N/A	
	l. Homeless youth.	N/A	
	2. Clearly articulated mission and purpose to recruit and educate high-risk students.	N/A	
	3. Performance plan that include specific measures and goals for success, including one or two attainable norm references and/or verifiable alternative measures that support the school's mission and vision.	N/A	
	4. Required assurances:	N/A	
	a. The school will maintain documentation that 70% of students will be reflected on Part 1 of their Dashboard Alternative School Status (DASS) participation form, as defined in item 1 above.	N/A	

	b. When applying for other alternative school status, ONLY the school's current enrollment will be used (in accordance with the DASS eligibility criteria and examples) to determine a school's percentage of high-risk student for DASS eligibility. A student is considered high-risk if they meet one of the high-risk criteria approved by the SBE upon first enrollment at the school. If their high-risk status starts after first entry to the school, they cannot be counted as high-risk in this calculation.	**N/A**	
Strengths:			
***Areas of Concern:**			
Conclusions:			

2.02

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: **Fiscal Stabilization Plan**

Recommendation: Staff recommends that the Board of Trustees approve the Fiscal Stabilization Plan as presented.

Submitted by: Teresa DeCelles TD Title: Assistant Superintendent, Business Svcs.

To the Board of Trustees:

Meeting: September 26, 2024
Special Board Meeting

2.02
Agenda Placement

Emmanuel Barbara, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

3.01

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

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

Subject: **Human Resources Reorganization (Information Only)**

Staff Analysis: An Update on past, current, and future plans for a Reorganization of the Human Resources Department.

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

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

To the Board of Trustees:

Meeting: September 26, 2024
Special Board Meeting

Recommend Approval

3.01

Agenda Placement

Emmanuel Barbara, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by:_____ Seconded by:_____

Approved:_____ Not Approved:_____ Tabled:_____



HUMAN RESOURCES REORGANIZATION

2024 - 2025

22-23 SY (THREE ROLES)

1. Full-time Risk Management Executive Assistant (Management)
2. Human Resources Director
3. HR Admin Confidential

Annual Salary Estimate: $371.1K

23-24 SY (TWO ROLES)

- X ~~Full-time Risk Management Executive Assistant (Management)~~
  Position eliminated, responsibilities split between HR Director & Business Services
1. Human Resources Director
2. HR Admin Confidential

Annual Salary Estimate: $276.8K

24-25 PROPOSAL (ONE ROLE)

- X ~~Human Resources Director~~
  Position eliminated, responsibilities absorbed by Assistant Superintendent
1. **Human Resources Risk Management Coordinator**
   New position, combining the roles and responsibilities of the HR Admin Confidential & Risk Management

Annual Salary Estimate: $137.4K

HR ADMIN CONFIDENTIAL

- Department Budget
- MOU's
- Board Agenda Items
- P.O.'s & Invoices
- Employee Recognition & Retention Programs/Events
- Recruitment Logistics
- Manage HR Office
- Document & CBA Updates
- Planning Calendars
- Website Updates
- Records Management
- Employee Newsletter



HUMAN RESOURCES RISK MANAGEMENT COORDINATOR

RISK MANAGEMENT

- Safety Meetings
- Safety Plans
- Mandated Training
- Incident Reports
- Ergonomic Evaluations
- Incident Command Center
- OSHA Compliance
- Accident Reporting to Insurance
- Certificates of Liability Requests
- Accident/Loss Analysis

THANK YOU



4.01

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF TRUSTEES

To the Board of Trustees:

Subject: **Reorganization of Staffing for District's Bond Facilities Program**

Staff Analysis: An update on current and future plans for a Reorganization of the Bonds Department.

*****DISCUSSION ONLY**

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

To the Board of Trustees:

**DISCUSSION ONLY

4.01
Agenda Placement

Meeting: September 26, 2024
Special Board Meeting

Emmanuel Barbara, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____



BONDS REORGANIZATION

2024 - 2025

24-25 PLANNED (TWO ROLES PLUS CONTRACTOR)

1. Director of Bonds, Facilities and Leases
2. Bonds Manager
3. Contract – Program Management Services (Approx. $100k/month)

Annual Salary/Contract Estimate:

$1.682M

24-25 PROPOSAL (FOUR ROLES)

1. **Chief Bonds Officer**
   New position to account for increased responsibilities in the Bonds Program
2. **Director of Bonds, Facilities and Leases**
3/4. **Bonds Manager, two positions**

Annual Salary Estimate:

$955K

Annual Savings:

$727K

PROPOSAL

Keeping Program Management of the Bonds Program In-House

INTRODUCTION

In light of recent discussions regarding the management of the Bonds Program, this proposal outlines the benefits and rationale for retaining program management in-house. By doing so, we can enhance efficiency, control, and alignment with our organizational goals.

BENEFITS OF IN-HOUSE PROGRAM MANAGEMENT

1. Cost Efficiency

Reduces overhead costs associated with external contractors or consultants.

Allows for better allocation of existing resources.

2. Enhanced Control and Oversight

Direct oversight of program activities ensures alignment with strategic objectives.

Facilitates timely decision-making and responsiveness to emerging issues.

3. Institutional Knowledge

Retaining program management within the organization preserves valuable institutional knowledge.

In-house teams have a deeper understanding of organizational culture, priorities, and processes.

4. Improved Collaboration

Fosters stronger communication and collaboration between departments.

Encourages teamwork and shared goals, leading to more cohesive project execution.

5. Adaptability and Agility

In-house teams can adapt more quickly to changes in project scope or external conditions.

Greater flexibility in reallocating resources as needed.

6. Stakeholder Engagement

In-house management allows for more direct engagement with stakeholders, fostering trust and transparency. Stakeholders are more likely to be invested in a program managed by familiar faces.

THANK YOU

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: **September 26, 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: Assistant Superintendent of Business Services

To the Board of Trustees:

Recommend Approval

5.01

Agenda Placement

Meeting: September 26, 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 26, 2024 Board Meeting

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

SCHOOL/ DEPARTMENT	DATE OF SERVICE	CONSULTANT NAME	COST	PURPOSE
Business Services Teresa DeCelles	09/27/2024- 12/31/2024	Oxbridge Development, Inc.	NTE $50,000.00	Oxbridge Development will provide real estate consulting services as directed by District staff. Funding: General
Business Services Teresa DeCelles	09/18/2024- 12/30/2024	Sounding Board Marketing and Communications	NTE $40,000.00	Sounding Board Marketing and Communications will provide public relations and communication services for school consolidation process: School consolidation/closure communication strategy and outreach, key participant facilitation, input and feedback process, and ongoing consulting and public relations services. Funding: General
M.O.T. Ed Villarreal	09/13/2024- 06/30/2025	Peterson Trucks, Inc.	$59,956.83	Peterson Trucks will provide repair of buses. Funding: General
State and Federal Dr. Kiela Jimenez	09/27/2024- 06/30/2025	Silicon Valley Education Foundation – 8th Grade Math	$19,617.00	SVEF will provide ARUSD 8th graders a curriculum and professional learning resources for effective implementation of the curriculum specifically aligned and designed to meet grade-level Common Core State Standards (CCSS). Funding: Restricted

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

State and Federal Dr. Kiela Jimenez	09/27/2024- 06/30/2025	Silicon Valley Education Foundation – Elevate Math	$5,000.00	SVEF will provide Elevate Math, a math support program designed for incoming 3rd-6th grade students who are nearly meeting their grade-level math standards. The program provides supplemental grade level standards for accelerated instruction so that students are able to successfully combat their learning loss. Funding: Restricted

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: OXBRIDGE DEVELOPMENT, INC.

Address: 2443 FILLMORE STREET, #420 City: SAN FRANCISCO State: CA Zip: 94115

Phone: (415) 608-1920 Email Address: JJSUICH@GMAIL.COM

SSN: _____ or Fed I.D. #: 94-3186264

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 ~~DECEMBER 31~~, 2024, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

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

~~Provide real estate consulting services as directed by District Staff.~~

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:** $260.00 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:** $ NTE $50,000 (describe rate agreement) $260/HR

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	NTE $50,000	9/23/24

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

Doc ID: bf83a22ad96fb69a0f383c004dec6499b1a4c68d

REAL ESTATE CONSULTING SERVICES AGREEMENT

This Agreement is made on this 27th day of September, 2024, between the Alum Rock Union School District (hereinafter referred to as "District") and Oxbridge Development, Inc. (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, Client desires to engage the services of Contractor and to have said Contractor render services on the terms and conditions provided in this Agreement.

WHEREAS, District is authorized by California Government Code Section 53060 to contract with and employ any person for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, or administrative matters if such persons are specially trained and experienced and competent to perform the special services required. This section further authorizes a District to pay from any available funds the agreed-upon compensation to persons with whom it contracts for the services rendered.

WHEREAS, Contractor has demonstrated its competency to perform the special services required by this Agreement made through its prior experience in school facilities advice and studies.

THEREFORE, Client hereby engages the services of Contractor, and in consideration of the mutual promises contained herein, the parties hereto agree as follows:

1. Services. Client hereby engages Contractor on behalf of District as an independent contractor to perform real estate consulting services, at direction of and in concert with District staff and in cooperation with District's legal counsel. Said services are more fully described as set forth as follows:

a. If necessary, to prepare a Master List of all real estate owned by the District for a flat fee of twelve thousand five hundred dollars ($12,500.00), identifying each District-owned property in terms of name, address, APN, size, and General Plan Designation & zoning;

b. to aid in identifying and evaluating District school sites in terms of possible private sector development;

b. to aid in identifying and evaluating District school sites in terms of possible private sector development;

c. to assist District legal counsel in the scoping and obtaining of appraisal report(s) of any School site that could be potentially closed;

d. if directed to do so by District, to coordinate efforts with a civil engineering firm to review identified School sites in determining any atypical on-site and off-site development costs which may impact values of such sites as private developments;

e. to undertake such additional real estate consulting services as directed by District Staff.

These tasks shall include regular communication with designated District Staff contact persons and District Counsel through telephone conversations, written memoranda, and meetings, and, as necessary, with the District's Board of Education.

2. Payment. Contractor's compensation for work undertaken hereunder shall be based on an hourly rate of two hundred sixty dollars ($260.00) for an estimated, not-to-exceed amount of fifty thousand dollars ($50,000.00). (Note that this not-to-exceed amount shall include the flat fee for the preparation of a Master List of all real estate owned, a task not subject to the hourly fee set forth herein.) Reimbursable expenses shall not include secretarial or telephone or other overhead costs of Contractor. Payment shall be made periodically, upon receipt of an itemized invoice from Contractor submitted to Teresa DeCelles, Assistant Superintendent Business Services; teresa.decelles@arusd.org. Contractor shall be paid promptly by District.

3. Term. This Agreement shall commence on the above date and shall continue through December 31, 2024, provided all services under this Agreement are performed timely and in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of District.

4. Coordination with District's Independent Consultants. To the extent necessary in order to enable Contractor to perform its duties hereunder, District, in its sole discretion, may choose to hire directly independent professional consultants, such as appraiser or civil engineer, who will work in concert with Contractor. The costs of these independent

consultants will be the responsibility of District.

5. Equipment and Facilities. District will provide Contractor with access to all needed records and materials, unless such material is confidential and not subject to disclosure. Contractor will provide all other necessary equipment and facilities to render the services pursuant to this Agreement.

6. Devotion of Time. Contractor shall devote such time and energy to the performance of its duties under this Agreement as is reasonably necessary for a satisfactory performance. Should District require services not included in this Agreement, Contractor shall be entitled to a modification of the terms of this Agreement, upon mutual agreement of the parties.

7. Insurance and Taxes. Contractor shall be an independent contractor and not an agent or employee of Client or District under this Agreement. Contractor shall be responsible for carrying its own health and welfare insurance and required vehicle insurance. District shall not withhold or set aside income tax, Federal Insurance Contributions Act (FICA) tax, unemployment insurance, disability insurance, or any other Federal or state funds whatsoever. It shall be the sole responsibility of the Contractor to account for all of the above.

8. Designated Principal and Assignment This Agreement is for personal services to be performed by Contractor, and, in particular, Jerry Suich, President of Contractor, who shall be the designated principal for this assignment. Neither this Agreement nor any duties or obligations hereunder shall be assignable, sublet or performed by any person or persons who are not parties hereto.

9. District's Right of Retention. District shall become the owner of and entitled to exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced in the scope of services performed under this Agreement, and no other uses thereof will be permitted except by permission of District.

10. Entire Contract. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

11. Attorney's Fees. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be

entitled to reasonable attorney's fees in addition to any other relief to which he/she may be entitled.

12. Severability. In the event that any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, no other provision of this Agreement will be affected by such holding, and all of the remaining provisions of this Agreement will continue in full force and effect unless to do so would vitiate the intent of the parties in entering into this Agreement.

13. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Santa Clara County, California.

14. Change Orders. Should the scope of work of this proposed services agreement be changed by mutual agreement of Client on behalf of District and Contractor, the additional work will be subject to a written Change Order signed by both parties.

15. Attorney License. Jerry Suich, President and Principal of Oxbridge Development, Inc. ("Oxbridge"), is a Member of the California Bar. However, District understands that neither Oxbridge nor Jerry Suich is herein providing District with legal services.

16. Termination. This Agreement is terminable by either party upon written notice to be sent by email, facsimile, or U. S. mail. In such case, District shall be required to pay for the services satisfactorily rendered to the date of termination.

17. Notice. If notice hereunder is required to be given to either party, such notice shall be given via email or personally served to the addresses set forth below. Service shall be considered given when received by email or if personally served.

If to District:

Teresa DeCelles,
Assistant Superintendent, Business Services,
Alum Rock Union School District
2930 Gay Avenue
San Jose, CA 95127
teresa.decelles@arusd.org

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: SOUNDING BOARD MARKETING AND COMMUNICATIONS

Address: 1215 Muirkirk Court City: Folsom State: CA Zip: 95630

Phone: (916) 673 - 8868 Email Address: HVMCGOWAN@SOUNDING-BOARD.NET

SSN: _____ or Fed I.D. #: 27-1621697

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on SEPTEMBER 18, 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").

PUBLIC RELATIONS AND COMMUNICATION SERVICES FOR SCHOOL CONSOLIDATION PROCESS:
-SCHOOL CONSOLIDATION/CLOSURE COMMUNICATION STRATEGY AND OUTREACH
-KEY PARTICIPATANT FACILITATION, INPUT AND FEEDBACK PROCESS
-ONGOING CONSULTING AND PUBLIC RELATIONS 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:** $ NTE $40,000 (describe rate agreement) _____

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
010	0000	0	5815	00	0000	7100	000000	710	7110	NTE $40,000	9/10/24

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

Doc ID: 7f16713ddbb3bf6ffb67904b02c8dce6db2fe414

SOUNDING BOARD
Marketing & Communications

RESONATE YOUR MESSAGE

August 30, 2024

Manny Barbara
Interim Superintendent, Alum Rock Union School District
2930 Gay Ave.
San Jose, CA 95127

Dear Mr. Barbara;

Navigating a school closure process is often a very difficult journey for a school district and its key participants. A school serves as a community, a place where—in addition to delivering high-quality educational services—positive memories are made by parents, students, and staff members, and stands as a stable fortress of consistency in an ever-changing society. That is why school closures can often heighten emotions in the communities that they serve and are typically met with negative reactions. Approaching a school closure process with a strong communication strategy is key to ensuring that key participants feel valued and trust the process—and the district—regardless of the outcome.

Sounding Board Marketing and Communications would like to express interest in leading and executing the communication strategy for the Alum Rock Union School District's school closure process to ensure that key participants' questions and concerns are addressed and that their voices are heard. These services are outlined in the attached scope of work.

Sounding Board Marketing and Communications has worked with school districts for the past 15 years developing and executing communication strategies that increase key participant trust and improve internal and external communications. In recent years, I worked with the neighboring Evergreen School District on their school consolidation process, which provided invaluable experience in managing the complexities and sensitivities involved in such initiatives. Leading with heart is the foundation of how Sounding Board Marketing and Communications approaches communications in the midst of challenging situations. By placing an emphasis on empathy and public trust, our firm can create, cultivate, and execute communication strategies that prioritize compassionate and clear communication with key participants, even in the face of difficult decisions that must be made for the fiscal health of the entire district and in the best interest of students.

I would welcome an opportunity to discuss my qualifications and experiences with you in more detail. Thank you for your consideration.

Sincerely,

Heather McGowan, MA APR
President & Owner
Sounding Board Marketing and Communications

Overview

The Alum Rock Union School District serves students in the eastern San Jose area in California, with 21 schools under its management. Faced with declining enrollment and a budget deficit of over $3 million, the district's Board of Trustees has been discussing school closures. The board is considering closing up to nine schools by the 2025-26 school year to address these challenges. The district has also been exploring new uses for the closed school sites, including options like community centers and housing for teachers.

Navigating a school closure process is often a very difficult journey for a school district and its key participants. A school serves as a community, a place where—in addition to delivering high quality educational services—positive memories are made by parents, students and staff members, and stands as a stable fortress of consistency in an ever changing society. That is why school closures can often heighten emotions in the communities that they serve, and are typically met with negative reactions. Approaching a school closure process with a strong communication strategy is key to ensuring that key participants feel valued, and trust the process—and the district—regardless of the final outcome.

In the proposed scope of work described below, Sounding Board Marketing & Communications outlines the development of a communication strategy and outreach, a key participant input and feedback process, and ongoing consulting services to support the Alum Rock Union School District's school closure and consolidation process.

Sounding Board Marketing and Communications has worked with school districts for the past 15 years on developing and executing communication strategies that increase key participant trust and improve internal and external communications. Leading with heart is the foundation of how Sounding Board Marketing and Communications approaches communications in the midst of challenging situations. By placing an emphasis on empathy and public trust, our firm can create, cultivate, and execute communication strategies that place compassionate and clear key participant communications as a priority in the midst of difficult decisions that must be made for the fiscal health of the entire district and in the best interest of students. These communications will address and answer the concerns of *all* key participants, including parents, staff (at the school being closed and the receiving schools), neighbors, and students.

Scope of Work: Public Relations and Communication Services for School Consolidation Process

Overview

Sounding Board Marketing and Communications will be responsible for executing the strategies and tactics outlined below over a period of four months. The final scope of work and estimated cost will be refined based on Alum Rock Union School District's needs, specific timelines, and the capacity of district personnel to support the implementation of certain communication tactics.

1. School Consolidation/Closure Communication Strategy and Outreach

This component involves the development and execution of a targeted communication strategy tailored to key participants. The strategy will include outreach efforts and communication through various channels such as media, social media, district platforms, and other mediums. Key deliverables include:

- Development of key messaging points and strategic timelines.
- Coordination and dissemination of communications to key participants.
- Production of one video to support communication efforts.
  Note: If the Alum Rock Union School District opts to produce the video in-house, the estimated cost will be adjusted accordingly.

2. Key Participant Facilitation, Input, and Feedback Process

This task focuses on engaging key participants throughout the school consolidation process. It includes the development of an input and feedback mechanism that spans the estimated four-month duration. Key activities include:

- Developing and supporting the design and administration of surveys, focus groups, and/or a school consolidation superintendent's advisory committee.
- Compilation of feedback reports and recommendations in coordination with district staff.
- Facilitation of discussions and input sessions with key participants.

3. Ongoing Consulting and Public Relations Services

Sounding Board Marketing and Communications will provide ongoing consulting and as-needed communication services throughout the duration of the contract. This will ensure that emerging issues related to the school closure process are addressed promptly and effectively. Services include:

- Regular consultation and strategy adjustments as necessary.
- Support for district personnel in implementing communication strategies.
- Guidance and support in managing public and key participant relations throughout the consolidation process.

Total Estimate: $40,000

Company Information, Qualifications and Experience

Company Profile-Sounding Board Marketing & Communications

The firm that will manage, oversee, and conduct the work in this project is Sounding Board Marketing & Communications, a certified woman-owned small business located within two and a half hours of San Jose.

Founded in 2009, Sounding Board Marketing & Communications is known for providing strategic planning, communication and marketing solutions that are creative, thoughtful, and drive positive results for our clients. Sounding Board has been recognized for high quality work by the California School Public Relations Association and the Center for Digital Education. Additional information is available at www.sounding-board.net

Heather McGowan, President, Sounding Board Marketing & Communications

Heather McGowan has nearly 30 years of experience developing and executing effective and successful communications and marketing strategies for elected officials, education clients, and non-profit organizations. Sounding Board Marketing & Communications provides strategic, creative, and general marketing and communication consulting services that exceed clients' unique goals and deliver results that motivate our clients' audiences to act, change, and/or otherwise change behaviors for a greater good. Additional information about Heather is available in the attached resume and at https://www.linkedin.com/in/heathervmcgowan/ .

Heather McGowan not only has the skills to carry out the deliverables, but she also possesses qualifications that ensure that this project will be delivered using best practices, integrity, and professionalism to ensure excellent and responsive results. These qualifications include:

Background in Education Public Relations, Marketing and Communications: Sounding Board Marketing and Communications knows and understands the unique needs of education clients and their key participants--after all, Heather McGowan served as the Public Information Officer for a K-12 school district, and has provided public relations, communications and marketing services to education clients since 2009.

APR-Accreditation in Public Relations: McGowan earned the Accreditation in Public Relations, which demonstrates her mastery of strategic communications practice and their commitment to lifelong learning and ethical standards. Attaining this valuable distinction is a professional achievement exhibited through successful completion of a peer-evaluation readiness process, successful completion of a rigorous exam and ongoing commitment to the development of other practitioners.

Top professionals in the Field: McGowan's work has been recognized by the California School Public Relations Association. McGowan is also a recognized expert and regularly provides professional development training and teaching in workshops and trainings.

Nimble: One of the greatest advantages of working with a small business is having incredible flexibility—whether a professional is needed at a moment's notice, or changes are needed in the scope of work, Sounding Board is ready to work quickly to respond to our client's needs.

Work Samples

Communication Audit, Marketing and Communication Strategic Plan, Campaign Work and Writing Examples: http://sounding-board.net/work-samples
Password: SBMC2024

Statement of Care

Open and timely communications will occur throughout the course of the contract to ensure the timeliness and high quality completion of the deliverables. Sounding Board Marketing & Communications has found a strong correlation between strong two-way communications with clients and the quality and timeliness of successful completion of deliverables. Please note that the frequency of communications and interactions is client driven—should the weekly telephone appointments and/or monthly meetings be cumbersome for the client's schedule, then the client can choose to forgo these meetings. These communications will occur in the following ways:

Kick Off Meeting: One two-hour meeting facilitated by the President of Sounding Board Marketing & Communications, Heather McGowan and Alum Rock Union School District representatives responsible for overseeing the activities outlined in the final workplan. During this kick off meeting, the scope of work, timelines, activities, and assumptions will be confirmed and refined, if necessary. This meeting can be conducted in person, by phone and/ or virtually.

Weekly Telephone Appointments: McGowan will conduct 30-minute weekly telephone appointments with the Alum Rock Union School District's point of contact for the contract, and/or individual staff members and/or contractors involved with different activities of the contract. During these weekly telephone appointments, updates will be discussed and timelines will be reviewed. These appointments do not preclude the Alum Rock Union School District from other telephone or email communications with Sounding Board Marketing & Communications.

On-Going Communications: Sounding Board Marketing & Communications will ensure that communications with the Alum Rock Union School District's point of contact and relevant staff are timely, ongoing and open in order to meet project specifications and deadlines.

Client References

Dr. Emy Flores
Superintendent
West Covina Unified School District
Former Superintendent, Evergreen School District (TK-8)
(714) 930-5214

Services Provided: School consolidation communication and public relation services, crisis communications, media relations, school Marketing services, COVID/school reopenings communications support

Eileen Aguba Chen
Superintendent
Robla School District (PS-6)
(916) 750-6804

Services Provided: Marketing/Communications audit and strategy, public relations, marketing and communication services, staff capacity building, COVID/school reopenings communications support

Additional client references can be provided upon request.

P# 2511154

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: M.O.T-Transportation (School/Dept.) VENDOR NO. 301408

Submitted by: Ed Villarrea, Director of Maintenance, Operations and Transportation

☑ **Independent Contract** ☐ **MOU**

☐ Master Contract

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

Name of Individual/Company: Peterson Trucks, Inc

Address: 2718 Teagraden Street City: San Leandro State: CA Zip: 94577

Phone: (510) 618-5623 Email Address: TRSinclair@petersontrucks.com

SSN: _____ or Fed I.D. #: 27-5092064

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").

Provide repair of buses.

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:** $59,956.83 (NE) (describe rate agreement) Estimated#: 4264610 attached.

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	3600	000000	470	3270	$59,956.83	

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: 7f2e81fe412eac241783073cbab3fd92891777a8

Repair Management
BY NAVISTAR

PETERSON TRUCKS, INC

2718 TEAGARDEN STREET - SAN LEANDRO, CA 94577
Phone: (1) 510-6185623 - Fax: (1) 510-6185595
Estimate Number: 4264610 - RO Number: 117908
Service Writer: Todd Sinclair - Date: 3/1/2024 8:13 AM (C)

Currency: USD

Unit No: 79

Alum Rock Union Elementary School

VIN: 4DRBWAAR2DB050513
Model: INTEGRATED RE S BUS
Engine: MAXXFORCE DT 285HP/2400 GOV
Make: International
Delivered: 4/11/2012
In Service: 12 Years 1 Months
Mileage: 49630 Eng Hrs: 0

Recall/AFC: No

Contact Name: Buddy Alum Rock
Position: service-primary
Phone: (408) 928-6982
E-Mail:
PO Number:

Operation (Un-Sectioned)	Labor Cost	Parts Cost	Core Charge	Total Cost
DIAGNOSE/REPORT/ESTIMATE: CUSTOMER STATES CHECK ENGINE LIGHT	$512.00	$0.00	$0.00	$512.00
DIAGNOSE/REPORT/ESTIMATE:CUSTOMER STATES GEAR SELECT LIGHT INOP/WONT GO IN GEAR/TRANS FIILTER MESSAGE (SERVICE AS NEEDED)	$512.00	$0.00	$0.00	$512.00
INSTALL DRIVE LINE TOWED IN (NEW STRAP KIT) (1) STRAP KIT, U-JOINT, DRIVE SHAFT, HALF ROUND YOKES, 1710, 1760, 1810	$256.00	$45.55	$0.00	$301.55
PERFORM RCT/BLOWBY/CCOS TESTING	$1,536.00	$0.00	$0.00	$1,536.00
REPLACE FAILED ENGINE AND ASSOCIATED PARTS (1) ENGINE, REMAN 466HT 245HP AND ABOVE RE (10) FLT,HDEO CK-4,15W40,GALLON (10) COOLANT, NOAT, ENGINE, FLEETRITE RED EXTENDED LIFE 50/50 GAL, USA (1) FLUID, SYN, AUTO TRANSMISSION, ALLISON TES 295 (1) BREATHER,KIT, FULL BREATHER RE (1) GASKET ASSY, VALVE COVER (1) KT XMSN,VALVE, BOOST CONTROL S (1) SEAL,KIT, HP OIL RAIL SEALS (1) FLEETRITE TRACTOR HYDRAULIC FLUID PA (1) FILTER, TRANSMISSION	$10,240.00	$32,553.14	$0.00	$42,793.14
R AND R COOLING PACKAGE SEND OUT TO BE CLEANED	$1,024.00	$0.00	$0.00	$1,024.00
Radiator Repair / Cleaning - Fixed Cost	$0.00	$0.00	$0.00	$1,500.00
R AND R DPF FOR INSPECTION AND CLEANING (1) FILTER,DIESEL PARTICULATE FILT (2) GASKET DPF 2594129C1 (1) CLAMP HEAT EXCHANGER (1) GASKET, EXHAUST PIPE FLANGE, 4 IN.	$768.00	$5,909.34	$0.00	$6,677.34

Notes:

[3/1/2024 8:13 AM] - Dealer: DIAGNOSE/REPORT/ESTIMATE: CUSTOMER STATES CHECK ENGINE LIGHT

Story: 49630 02/26/2024 TECH 5742: C/C/C: CHECK ENGINE LIGHT -132 FMI 4 MAF FREQUENCY OUT OF RANGE (CURRENTLY NOT ACTIVE) RANKED FAULTS. FOLLOWED STEPS 1-7 FOUND HARNESS AND MAF SENSOR OK. CHECK ENGINE LIGHT -2791 FMI 12 EGRV INTERNAL SELF TEST FAULT. FOLLOWED STEP 1 FOUND INTERNAL FAULT WITHIN EGR VALVE POSSIBLY CAUSING MAF SENSOR FAULTS. SENT P AND A FOR EGR VALVE. NEED TO REPLACE AND RETEST FOR FAULTS.

DIAGNOSE/REPORT/ESTIMATE:CUSTOMER STATES GEAR SELECT LIGHT INOP/WONT GO IN GEAR/TRANS FIILTER MESSAGE (SERVICE

Summary	
Parts:	$38,508.03
Core:	$0.00
Labor:	$14,848.00
Other Items:	$1,500.00
Shop:	$1,000.00
Tax:	$4,100.80
TOTAL:	$59,956.83

Copyright 2009-2024 Navistar Inc. All rights reserved.

AS NEEDED)

Story: 49630 02/26/2024 TECH 5742: C/C/C: GEAR LIGHT INOP / WON'T GO IN GEAR. EST ALLISON DOC FAULT P0796 INACTIVE. TRANSMISSION ABLE TO GO IN GEAR AND OPERATING OK AT THIS TIME. LIGHTS ARE ON. NEED TO CLEAR CODES AND SEND ON ROAD TEST. 02/27/2024: hook up to Allison and cleared fault. Pull in process health report. Will need road test once EGRV is replaced.

INSTALL DRIVE LINE TOWED IN (NEW STRAP KIT)

This is an estimate and is subject to change upon futher inspection.

Aproval____ Decline____ Signature_____

Copyright 2009-2024 Navistar Inc. All rights reserved.

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. 18650

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: Silicon Valley Education Foundation (SVEF)

   Address: 1400 Parkmoor Ave., Suite 200 City: San Jose State: CA Zip: 95126

   Phone: (408) 790-9479 Email Address: seung@svefoundation.org

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

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date September 27, 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:

   SVEF will provide ARUSD 8th graders a curriculum and professional learning resources for effective implementation of the curriculum specifically alinged and design to meet grade-level Common Core State Standards (CCSS)

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:** $19,617 (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	$19,617.00	9/24/24

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

SILICON VALLEY EDUCATION FOUNDATION

MEMORANDUM OF UNDERSTANDING

Silicon Valley Education Foundation
and
Alum Rock Union School District

Elevate [Math]²

This Memorandum of Understanding (MOU) serves as a facilitating document establishing an agreement between **Silicon Valley Education Foundation** (SVEF), located at 1400 Parkmoor Avenue, Suite 200, San José, CA and **Alum Rock Union School District** located at 2930 Gay Ave, San Jose, CA 95127 to implement SVEF Elevate [Math]² from October 1st, 2024 to May 5th, 2025.

All of the provisions of this MOU and any attached documents, project proposals, and/or addenda are subject to mutual agreement of the parties, and to review by the School District Superintendent, and when necessary, the School District's Board of Trustees. Parties to this MOU have the right to terminate this MOU and any addenda by informing the other party in writing three (3) months prior to the date on which termination will become effective.

- **Elevate [Math]² Program Description:**

Elevate [Math]² program is a school-year math support program designed for incoming 3rd–6th grade students who are nearly meeting their grade-level math standards. The program provides supplemental grade level standards for accelerated instruction in math so that students are able to successfully combat their learning loss.

- **8th Grade Math Vocabulary:**

The Elevate [Math]²: 8th Grade Vocabulary Foundations program is a targeted support initiative designed for 8th grade students who are building their understanding of essential math vocabulary. This program strengthens students' foundational math language, providing accelerated instruction in key terms and concepts aligned with grade-level standards. By mastering mathematical vocabulary, students enhance their problem-solving abilities, improve comprehension of complex math topics, and better prepare for success in high school math. The program is designed to bridge learning gaps, ensuring students are equipped to meet and exceed grade-level expectations.

8th Grade Math Intensive

The Math Intersession is a one-week program designed to prepare 8th grade students through a re-teach and differentiation approach. This program offers multiple opportunities to learn and practice key math concepts, ensuring that students build confidence in their abilities.

Details of program elements can be found in Addendum I to this MOU.

Collaborative Successful Partnership Proposed Roles and Responsibilities:

SVEF agrees to:

- Provide the curriculum and professional learning resources for effective implementation of the curriculum specifically aligned and designed to meet grade-level Common Core State Standards (CCSS).
- Market the Programs to foundations, corporations, businesses, and individuals in an effort to obtain partial funding for the Programs.
- Provide project management staffing to assist as needed with the following:
    - For Elevate [Math]^2
        - setting meetings and partnership management
        - evaluating program efficacy through pre and post-evaluation and attendance
        - partner with the district to support student recruitment
- Organize and facilitate the pre- and post-assessments and surveys, prepare reports on the Programs, track overall student achievement gains, and gather student efficacy survey results to share with the School District and funders.
- Provide access to required online tools.
- Work with the School District to develop a summer school follow-up and next school year programming in order to maintain student achievement gains and motivation for preparing for college.
- Host site visits to provide donors and/or partners the opportunity to observe classroom sessions. Visits may include student and staff photo releases.

School District agrees to:

- Appoint a School District representative to serve as the primary liaison for SVEF, with whom Program coordination can be managed—including student/teacher/ parent recruitment and logistics of the programs. The School District representative agrees to respond to requests for

Doc ID: ef2000b9dba505e0aaa127f11718bbda0fe2542e

information, feedback, and other communications in a timely manner, generally within 24-48 hours of business days.

- Appoint a School District representative to serve as the data liaison to SVEF who will provide required data in a timely manner as outlined in Addendum V, VI, and VII to this MOU.

- Provide contact information for teachers, parents, student attendance records, and program evaluation activities. Refer to Addendum III and IV for more information.

- Communicate the policy/procedures for handling student behavior and absence during the Programs. The School District will provide SVEF the name of the person responsible.

- If in person, provide basic classroom facilities as outlined in Addendum II to this MOU.

- Provide the financial contribution to the Programs as outlined on page 4 of this MOU unless the class is canceled for reasons beyond the School District's control. The School District will pay for Programs prior to the start of any Program.

- Identify a representative from the School District's IT department to support the Programs' connection to the internet and ensure that computers/devices are provided for each student to use during the Programs at school and at home. This includes whitelisting and accessing Youtube.com, Desmos, Google Classroom, Zoom, Nearpod, Salesforce etc. SVEF will provide the full list. Agree to use SVEF's Zoom account or a district-provided Google Meets account.

- Support SVEF in recruiting teachers for their Program sites. Teachers and coaches are paid through standard School District processes. The preference will be outlined on pages 6 and 7 of this MOU.

- Work with SVEF and school administration in finding a substitute teacher if the teacher is sick or absent, or cancel the class if unable to do so. The School District will provide and pay for the substitute if applicable.

- Ensure that all teachers participate in the curriculum and professional learning training and Professional Learning Communities (PLCs). The district will manage teacher compensation for missed professional learning or PLCs.

- Assist SVEF and school administration in the recruitment of full classes of students to participate in the Programs. Allow SVEF to contact families directly.

- Support the administration of the pre-post assessments and pre/post surveys.

- Work with SVEF to develop school year follow-up and ongoing summer programming in order to maintain student achievement gains and motivation for preparing for college. SVEF collects placement and success data on all alumni students from third grade through completion of high school.

Doc ID: ef2000b9db505e0aaa127f11718bbda0fa2540a

- Allow SVEF to host site visits by donors and/or partners with the purpose of observing a classroom session.
- Promote professional learning events to the schools and community where appropriate.

Class Agreement Breakdown for E[M]:

	# of Classes	Total cost	# of Students per Class
EM² 8th Grade	**2**	**$6,000.00**	**24**
Elevate Math 8th	**1**	**$10,617.00**	**24**
8th Grade Math Vocabulary	**1**	**$2,000.00**	**24**
8th Grade Math Intersession	**1**	**$1,000.00**	**24**
Total	**5**	**$19,617.00**	

District will be responsible for paying teachers and fingerprinting
District will not invoice SVEF for payment of teachers

Total cost for district: $19,617.00

Please provide a contact with whom to follow up with any billing questions.

Finance contact:

Name: _____

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. 18650

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: Silicon Valley Education Foundation (SVEF)

   Address: 1400 Parkmoor Ave., Suite 200 City: San Jose State: CA Zip: 95126

   Phone: (408) 790-9479 Email Address: seung@svefoundation.org

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

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date September 27, 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:

   SVEF will provide Elevate Math math support program designed for incoming 3rd-6th grade students who are nearly meeting their grade-level math standards. The program provides supplemental grade level standards for accelerated instruction so that students are able to successfully combat their learning loss.

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:** $5,000 (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	$5,000.00	9/24/24

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

SILICON VALLEY education FOUNDATION

MEMORANDUM OF UNDERSTANDING

Silicon Valley Education Foundation
and
Alum Rock Union School District

Elevate [Math]²

This Memorandum of Understanding (MOU) serves as a facilitating document establishing an agreement between **Silicon Valley Education Foundation** (SVEF), located at 1400 Parkmoor Avenue, Suite 200, San José, CA and **Alum Rock Union School District** located at 2930 Gay Ave, San Jose, CA 95127 to implement SVEF Elevate [Math]² from October 1st, 2024 to May 5th, 2025.

All of the provisions of this MOU and any attached documents, project proposals, and/or addenda are subject to mutual agreement of the parties, and to review by the School District Superintendent, and when necessary, the School District's Board of Trustees. Parties to this MOU have the right to terminate this MOU and any addenda by informing the other party in writing three (3) months prior to the date on which termination will become effective.

Elevate [Math]² Program Description:

Elevate [Math]² program is a school-year math support program designed for incoming 3rd–6th grade students who are nearly meeting their grade-level math standards. The program provides supplemental grade level standards for accelerated instruction in math so that students are able to successfully combat their learning loss.

Collaborative Successful Partnership Proposed Roles and Responsibilities:

SVEF agrees to:

- Provide the curriculum and professional learning resources for effective implementation of the curriculum specifically aligned and designed to meet grade-level Common Core State Standards (CCSS).
- Market the Programs to foundations, corporations, businesses, and individuals in an effort to obtain partial funding for the Programs.
- Provide project management staffing to assist as needed with the following:

Doc ID: ef2abd0a2720f4867050045088aad070faaa0aa

- For Elevate [Math]^2
  - setting meetings and partnership management
  - evaluating program efficacy through pre and post-evaluation and attendance
  - partner with the district to support student recruitment

- Organize and facilitate the pre- and post-assessments and surveys, prepare reports on the Programs, track overall student achievement gains, and gather student efficacy survey results to share with the School District and funders.

- Provide access to required online tools.

- Work with the School District to develop a summer school follow-up and next school year programming in order to maintain student achievement gains and motivation for preparing for college.

- Host site visits to provide donors and/or partners the opportunity to observe classroom sessions. Visits may include student and staff photo releases.

School District agrees to:

- Appoint a School District representative to serve as the primary liaison for SVEF, with whom Program coordination can be managed—including student/teacher/ parent recruitment and logistics of the programs. The School District representative agrees to respond to requests for information, feedback, and other communications in a timely manner, generally within 24-48 hours of business days.

- Appoint a School District representative to serve as the data liaison to SVEF who will provide required data in a timely manner as outlined in Addendum V, VI, and VII to this MOU.

- Provide contact information for teachers, parents, student attendance records, and program evaluation activities. Refer to Addendum III and IV for more information.

- Communicate the policy/procedures for handling student behavior and absence during the Programs. The School District will provide SVEF the name of the person responsible.

- If in person, provide basic classroom facilities as outlined in Addendum II to this MOU.

- Provide the financial contribution to the Programs as outlined on page 4 of this MOU unless the class is canceled for reasons beyond the School District's control. The School District will pay for Programs prior to the start of any Program.

- Identify a representative from the School District's IT department to support the Programs' connection to the internet and ensure that computers/devices are provided for each student to use during the Programs at school and at home. This includes whitelisting and accessing Youtube.com, Desmos, Google Classroom, Zoom, Nearpod, Salesforce etc. SVEF will

provide the full list. Agree to use SVEF's Zoom account or a district-provided Google Meets account.

- Will support SVEF in recruiting teachers for their Program sites. Teachers and coaches are paid through standard School District processes. The preference will be outlined on pages 6 and 7 of this MOU.

- Work with SVEF and school administration in finding a substitute teacher if the teacher is sick or absent, or cancel the class if unable to do so. The School District will provide and pay for the substitute if applicable.

- Ensure that all teachers participate in the curriculum and professional learning training and Professional Learning Communities (PLCs). The district will manage teacher compensation for missed professional learning or PLCs.

- Assist SVEF along with school administration in the recruitment of full classes of students to participate in the Programs. Allow SVEF to contact families directly.

- Support the administration of the pre-post assessments and pre/post surveys.

- Work with SVEF to develop school year follow-up and ongoing summer programming in order to maintain student achievement gains and motivation for preparing for college. SVEF collects placement and success data on all alumni students from third grade through completion of high school.

- Allow SVEF to host site visits by donors and/or partners with the purpose of observing a classroom session.

- Promote professional learning events to the schools and community where appropriate.

Class Agreement Breakdown for E[M]:

	# of Classes	Total cost	# of Students per Class
EM² 6th Grade	**1**	**$5,000.00**	**24**

Doc ID: [illegible]

Total	**1**	**$5,000.00**	

District will be responsible for paying teachers and fingerprinting
District will not invoice SVEF for payment of teachers

Total cost for district: $5,000.00

Please provide a contact with whom to follow up with any billing questions.

Finance contact:

Name: _____

Email: _____