ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

BOARD OF TRUSTEES

Regular Board Meeting
November 14, 2024

Thursday, November 14, 2024
REGULAR BOARD MEETING AMENDED AGENDA

Type: REGULAR BOARD AMENDED AGENDA
Time: 5:30 p.m.
Code: Regular #16-24/25
Location: Russo McEntee Academy, 2851 Gay Avenue, San Jose, CA 95127; Cafeteria.

In compliance with the Americans with Disabilities Act, if you need special assistance in order to participate in the public meeting of the Board of Trustees, please contact the Office of the Superintendent at (408) 928-6822. Notification 72 hours prior to the meeting will enable the District to make reasonable accommodations.

THE MEETING WILL BE AVAILABLE FOR VIEWING LIVE VIA ZOOM WEBINAR MODE AND CAN BE ACCESSED AS FOLLOWS:
Join Zoom Meeting: https://arusd-org.zoom.us/j/89242518835
Webinar ID: 892 4251 8835
Or One tap mobile:
+16699006833, 89242518835# US (San Jose)

THE MEETING MAY ALSO BE VIEWED THROUGH LIVE STREAM AS FOLLOWS:
1. Live stream Youtube English Channel "AlumRock TV"
https://www.arusd.org/alumrocktv

*********PUBLIC COMMENT WILL BE ONLY IN PERSON: NO PUBLIC COMMENT WILL BE AVAILABLE THROUGH ZOOM*********

LAND ACKNOWLEDGMENT- Board of Trustees of the Alum Rock Union Elementary School District does hereby acknowledge that the District schools and facilities sit on the traditional lands of the Muwekma Ohlone people, and the Board of Trustees further acknowledges with respect to the Muwekma Ohlone People Tribe of the San Francisco Bay Area for their stewardship of these lands.

1. OPEN SESSION - CALL TO ORDER AND ROLL CALL

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

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limited to, an announcement that an agenda item will be considered out of order, that consideration of an item has been withdrawn, postponed, rescheduled or removed from the Consent Calendar for separate discussion and possible action.

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

2. PUBLIC MEMBERS WHO WISH TO ADDRESS THE BOARD

2.01 PUBLIC MEMBERS WHO WISH TO ADDRESS THE BOARD ON MATTERS NOT ON THE AGENDA: REQUESTS TO ADDRESS THE BOARD provides members of the public an opportunity to speak about any matter under the jurisdiction of the District but not on this agenda. (If the subject you wish to discuss is already on this agenda,

please provide your comment when that item is called during the meeting.) Those who wish to speak on a within the jurisdiction of The Brown Act prevents the Board from discussing any item not on this published agenda but the Board may refer to staff for follow-up any formal written requests that are brought before the Board at this time. There is a limit of 2 minutes for each speaker. The Board has the right to limit total public comment on any agenda item to no more than 20 minutes. Written matters may be placed on a future meeting agenda.

3. CLOSED SESSION

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

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

3.03 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.

3.04 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION – Significant exposure to litigation pursuant to Government Code Section 54956.9, subd. (d)(2) – One Potential Matter – Student No. 42036918.

3.05 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – Pursuant to Government Code Section 54956.9 subd. (d)(1) – One Matter – OAH Case No. 2024090816.

3.06 CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION (Paragraph (1) of subdivision (d) of Section 54956.9): Jane Doe 1, et al. v. Alum Rock Union School District, et al., Santa Clara County Superior Court case no. 23CV420187; Jane AAY Doe, by and through her Guardian ad Litem, John AAL Doe v. Alum Rock Union School District, et al., Santa Clara County Superior Court case no. 24CV429076; Jane Doe v. Alum Rock Union School District, et al., Santa Clara County Superior Court case no. 24CV435022; Jane AHK Doe, et al. v. Alum Rock Union School District, et al., Santa Clara County Superior Court case no. 24CV441079; Jane Doe E.W. v. Alum Rock Union School District, et al., Santa Clara County Superior Court case no. 22CV407905; JANE ROE 1, JANE ROE 2, and JANE ROE 3, vs. ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT, et al., County of Santa Clara Superior Court Consolidated Case No.: 22CV409107; Jane Doe v. Alum Rock Union Elementary School District, Think Together and New Hope for Youth, Santa Clara County Superior Court case no. 24CV449309.

3.07 CONFERENCE WITH LABOR NEGOTIATORS, EMPLOYEE ORGANIZATION: AREA (Alum Rock Educators Association); District Negotiators: (1) German Cerda, Superintendent; (2) Cesar Torrico, Assistant Superintendent, Human Resources; Lead Negotiator (3) Teresa Decelles, Assistant Superintendent, Business.

3.08 CONFERENCE WITH LABOR NEGOTIATORS, EMPLOYEE ORGANIZATION: CSEA (California Schools Employee Association); District Negotiators: (1) German Cerda, Superintendent; (2) Cesar Torrico, Assistant Superintendent, Human Resources; Lead Negotiator (3) Teresa Decelles, Assistant Superintendent, Business.

3.09 CONFERENCE WITH LABOR NEGOTIATORS, EMPLOYEE ORGANIZATION: TEAMSTERS; District Negotiators: District Negotiators: (1) German Cerda, Superintendent; (2) Cesar Torrico, Assistant Superintendent, Human Resources; Lead Negotiator (3) Teresa Decelles, Assistant Superintendent, Business.

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

4. RECONVENE TO OPEN SESSION

4.01 REPORT OF ACTION TAKEN IN CLOSED SESSION.

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

5.01 Presentation: FCMAT Fiscal Health Risk Analysis Report (Information Only).

6. COMMENTS AND COMMUNICATION

6.01 Teamsters.

6.02 California School Employee's Association (CSEA).

6.03 Alum Rock Educator's Association (AREA).

6.04 Alum Rock Administrator's Association (ARAA).

6.05 Superintendent.

6.06 Board of Trustees/Communications/Comments.

7. Public Hearing (s) And/or Special Order of Business

7.01 Public Hearing: School Closures and School Consolidation Recommendation from the Superintendent.

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

8.01 Consideration/Discussion: Exhibit 9250, First Reading -Remuneration, Reimbursement and Other Benefits.

8.02 Approve Terra Realty Advisors Contract for November 15, 2024-June 30, 2025. The cost is $59,500.00.

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

9.01 Approve Resolution No. 23-24/25 Intention to Solicit Bids to Refurbish, Repurpose and Lease 600 Sinclair Drive, San Jose, California, Formally Known as MACSA.

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

10.01 Approve School Sponsored Field Trip List.

10.02 Approve Vietnamese American Experiences Model Curriculum (VAEMC) grant from SCCOE.

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

11.01 Resignations (Information Only).

11.02 Approve New Management Position – Bond Program Manager.

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

12.01 Approve the Bay Alarm Company Contract for the 2024/2025 SY. This contract will provide overnight security patrol, including mobile and walking the facilities, seven days a week and holidays district-wide. Submitted by M.O.T., $170,000.00 dollars.

12.02 Approve the Faith in Action Community Education Services Contract for the 2024/2025 SY. This contract will provide six full-time Mental health clinicians on-site five days per week for eight hours per day as well as clinical supervision. Submitted by Social Emotional Learning, $960,000.00 dollars.

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

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

13.01 Approve the Rising Star Academy contract for the 2024/2025 SY. This contract extension is to add an additional student to attend Rising Star Academy due to the severity of their disability. Submitted by: Special Education; original approved contract was in the amount of $224,573.00. A new increase request of $150,749.33 to pay for the 2024/2025 SY. The total contract amount for the 2024/2025 SY is in the amount of $375,749.33 dollars.

13.02 Approve the Curriculum Associates LLC contract for the 2024/2025 SY. This contract extension is to provide a professional learning license and session for State and Federal. Submitted by: State and Federal; original approved contract was in the amount of $589,965.48. A new increase request of $17,600.00 to pay for professional learning license and sessions. The total contract amount for the 2024/2025 SY is in the amount of $607,565.48 dollars.

13.03 Approve the Pine Hill NPS contract for the 2024/2025 SY. This contract extension is to add one additional student to attend Pine Hill due to the severity of their disability. Submitted by: Special Education; original approved contract was in the amount of $69,960.00. A new increase request of $55,190.00 to pay for the 24/25 SY. The total contract amount for the 2024/2025 SY is in the amount of $125,150.00 dollars.

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

14.01 Approve Acceptance of Donations.

14.02 Approve Fundraising Activities.

14.03 Approve Acceptance of Vendor & Payroll Warrants.

14.04 Approve Bond Contracts/Extensions.

14.05 Approval of Annual Developer Fees 2023-2024.

14.06 Approve/Ratify Notices of Employment and Changes of Status/November 14, 2024.

14.07 Approve Resolution No. 22-24/25 AMENDED Page 1 Approval of District's Annual Authorized Signatures (Bank Deposits).

14.08 Approve Contracts for Professional Services-Firms/Organizations

14.09 Approve Memorandum(s) of Understanding.

14.10 Current Enrollment (Information Only).

15. FUTURE BOARD AGENDA REQUESTS

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

16. ADJOURNMENT

16.01 President adjourns the meeting.

17. NEXT MEETING(S)

17.01 December 19, 2024 (2024-25 School Year).

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

5.01

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF TRUSTEES

To the Board of Trustees: November 1, 2024

Subject: **FCMAT Fiscal Health Risk Analysis Report**

Staff Analysis: A Representative from Fiscal Crisis & Management Assistance Team (FCMAT) will be providing the Board a final report.

*****PRESENTATION ONLY*****

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

To the Board of Trustees: Meeting: November 14, 2024
Regular Board Meeting

PRESENTATION

5.01
Agenda Placement

Germán Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

FCMAT

FISCAL CRISIS & MANAGEMENT ASSISTANCE TEAM

Alum Rock Union School District

Board Meeting

November 14, 2024

Presented by:

Marcus Wirowek, Intervention Specialist

© Fiscal Crisis & Management Assistance Team

Fiscal Crisis & Management Assistance Team

- FCMAT was established by Assembly Bill 1200 in 1992 to help local educational agencies (LEAs) comply with fiscal accountability standards.
- FCMAT provides management assistance, fiscal crisis intervention, and numerous other services to LEAs.
- FCMAT is an independent, external agency that is funded through the state budget and a modest fee schedule to requesting agencies.
- Kern County Superintendent of Schools serves as FCMAT's administrative agent.

Scope of Work

- Prepare an analysis using the 20 factors in FCMAT's Fiscal Health Risk Analysis and identify the district's risk rating for fiscal insolvency.

Study and Report Guidelines

- FCMAT visited the district on August 27-28, 2024.
- The team interviewed primarily business services staff, but also certificated, classified and administrative staff.
- The team reviewed and analyzed numerous documents and financial reports, including annual independent audits, unaudited actuals, financial system reports, attendance reports, and other historical information provided by the district.
- FCMAT's reports focus on **systems and processes** that may need improvement. Those that may be functioning well are generally not commented on in FCMAT's reports.

Fiscal Health Risk Analysis

Fiscal Health Risk Analysis

- FCMAT developed the Fiscal Health Risk Analysis (FHRA) to assess a district's risk of financial insolvency.
- The tool consists of 132 yes or no questions in 20 areas FCMAT has identified that most often lead to fiscal insolvency if not managed well.
- Each question and each of the 20 areas is weighted based on high, moderate, and low risk.
- Total risk levels:
  - High risk: 40% or more
  - Moderate risk: 25-39%
  - Low risk: 24% and less

Fiscal Health Risk Analysis (cont.)

Determining Fiscal Risk

- The district's risk score is determined based on interviews, document review, and data analysis related to the specific areas of the risk analysis tool.
- This analysis is based on the district's 2023-24 second interim budget, and two prior years.
- A **triggered** FHRA receives an automatic "High Risk" rating.
- The district's risk score is 24.7% (high risk).

Fiscal Health Risk Analysis (cont.)

Sections of highest risk:

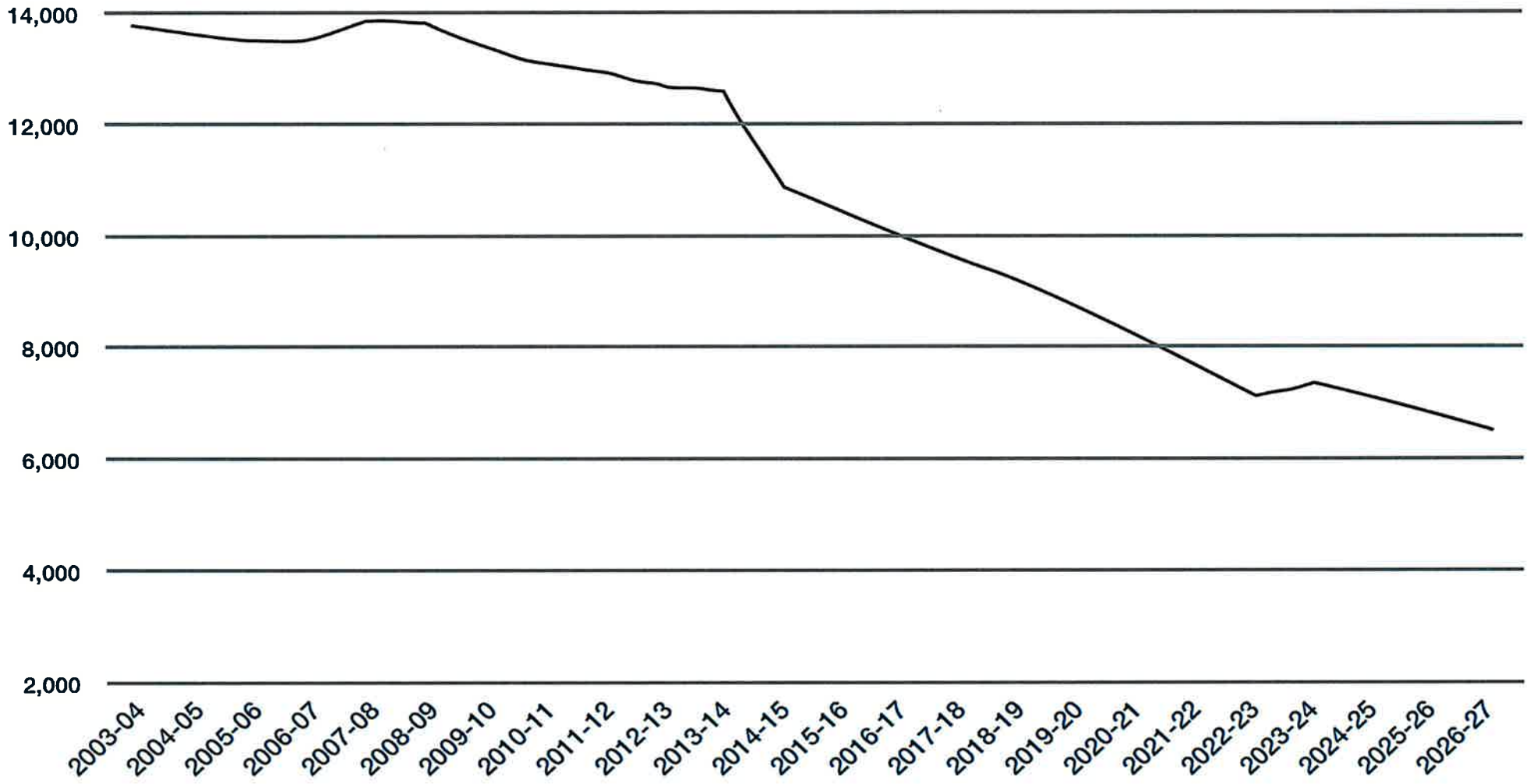
- **8. Deficit Spending (Unrestricted General Fund)**
- 12. Fund Balance and Reserve for Economic Uncertainty
- 13. General Fund - Current Year
- 15 Internal Controls and Fraud Prevention
- 16. Leadership and Stability
- **20. Special Education**

Fiscal Health Risk Analysis (cont.)

The analysis focuses on essential functions and processes to determine the level of risk at the time of assessment.

- Alum Rock has good functions and processes in place.
- Outside of Trigger, the overall risk score is low.

Figure 1: Alum Rock Union Elementary School District Prior and Projected Enrollment



Facilities Usage

School Site	Total Capacity	2023-24 Data Quest Enrollment at each site	Current Site Usage
A. J. Dorsa Elementary	696	286	41%
Adelante Dual Language Academy	539	498	92%
Adelante Dual Language Academy II	619	350	57%
Alpha: Blanca Alvarado			
Aptitud Community Academy at Goss	582	409	70%
Ben Painter Elementary	688	324	47%
Cesar Chavez Early Learning Center	797	50	6%
Donald J. Meyer Elementary	727	259	36%
Horace Cureton Elementary	783	266	34%
Joseph George Middle	899	361	40%
KIPP Heartwood Academy			
Kipp Prize Preparatory Academy			
Learning in an Urban Community with High Achievement (L.U.C.H.A.)	336	232	69%
Linda Vista Elementary	810	456	56%
Lyndale Elementary	775	284	37%
Millard McCollam Elementary	674	394	58%
O. S. Hubbard Elementary	1,036	453	44%
Ocala Middle	971	401	41%
Renaissance Academy	1,260	365	29%
Renaissance at Mathson	1,126	318	28%
Russo/McEntee Academy	835	313	37%
San Antonio Elementary	558	351	63%
Sylvia Cassell Elementary	710	253	36%
Thomas P. Ryan Elementary	558	276	49%
William Sheppard Middle	1,085	463	43%
Total	**17,064**	**7362**	**43%**

Fiscal Health Risk Analysis (cont.)

General Fund Contribution as a Percentage of the Total General Fund

Fiscal Year	Special Education Contribution	Total Unrestricted General Fund Revenue	Percentage of Unrestricted General Fund Contributed
2021-22	$ 18,157,676	$ 114,129,273	16%
2022-23	$ 22,753,464	$ 124,616,851	18%
2023-24	$ 29,535,942	$ 124,356,555	23%

Fiscal Health Risk Analysis (cont.)

General Fund Contribution and Total Program Cost

Year	Contribution from Unrestricted General Fund	Total Cost	Percent Contribution of Total Cost
2016-17	$16,082,466	$19,701,029	81.63%
2017-18	$18,058,578	$21,593,051	83.63%
2018-19	$18,560,588	$21,859,778	84.91%
2019-20	$18,414,841	$21,631,011	85.13%
2020-21	$17,450,101	$21,708,701	80.38%
2021-22	$18,157,676	$23,586,652	76.98%
2022-23	$22,753,464	$27,971,940	81.34%
2023-24	$29,535,942	$33,041,022	89.39%
2024-25	$32,067,011	$35,023,426	91.56%
2025-26	$32,483,541	$35,405,655	91.75%

FHRA Comparison

Fiscal Health Risk Analysis Comparison

- Compares the number of "No" responses to the 2020 FHRA
- Slight updates to the FHRA document
- "No" responses on the FHRA are weighted

Fiscal Health Risk Analysis Comparison

Areas where there was no change or an increase in "No" responses

- Annual Independent Audit Report (Increased by 1).
- Charter Schools (Increased by 1).
- Contributions and Transfers (Increased by 1).
- Deficit Spending (No Change).
- Employee Benefits (No Change).
- Enrollment and Attendance (No Change).
- Fund Balance for Economic Uncertainty (Increase by 1).

Fiscal Health Risk Analysis Comparison (cont.)

Areas where there was no change or an increase of "No" responses

- General Fund (No Change).
- Information Systems and Data Management (No Change).
- Internal Controls and Fraud Prevention (Increase by 1).
- Leadership and Stability (Increased by 5).
- Multiyear Projections (No Change).
- Position Control (No Change).
- Special Education (Increased by 2).

Fiscal Health Risk Analysis Comparison (cont.)

Scoring:

- Some questions in the 2020 FHRA have changed, but the overall score still indicates the overall risk of insolvency.
- 2020
  - 37.2% - Moderate Risk*
- 2024
  - 24.7%- Low Risk*

*Based on score only.

Questions?

Thank you!

7.01

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: Public Hearing: School Closures and School Consolidation Recommendation from the Superintendent.

Recommendation: Public Hearing to review and consider the proposed School Closures and School Consolidation Recommendation from the Superintendent.

Public Hearing

Submitted by: German Cerda Title: Superintendent

To the Board of Trustees: Meeting: November 14, 2024
Regular Board Meeting

Public Hearing

7.01
Agenda Placement

German Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK SCHOOL DISTRICT
SCHOOL CONSOLIDATION PROCESS

Presentation to the Board of Trustees

November 14, 2024

HISTORY

- Alum Rock School District faced with a $20,000,000 deficit
- Fund balance will be exhausted in 2024 -2025 and 2025-2026
- Fiscal Crisis and Management Assistance Team (FCMAT)
- Fiscal Advisor
- SCCOE required plan to how budget would be balanced
- Board approval of the need for a process to close up to nine schools

DESIRED OUTCOMES

Create a process that will:

advance the possible school closure process in a way that maintains the positive aspects of the district culture allowing:

- for community input
- a smoother staff execution plan
- maintaining positive community relations



THE CONTEXT

School Consolidation/Closure is a budgetary, psychological and political process

Budget

- The decision to close schools is necessitated by budget concerns
- Alternatives are clearly delineated
  - Cut beloved programs
  - Reduce employee compensation opportunities
  - Raise revenue e.g. parcel tax
  - Insolvency
    - County takes over district and appoints a district administrator with sole authority to balance the budget



THE CONTEXT

Psychological

- School closure is a painful and emotional experience
- Closing a school means that something important is ending for those that have an attachment to the school
- They are experiencing a sense of loss
- This loss is real and people will react to the loss differently



THE CONTEXT

Political

- A school district is both an educational institution and also a political one





ASSUMPTIONS

- Board of Trustees to make final decision
- Stakeholder committee makes informed recommendation to the Superintendent
- Superintendent makes the final recommendation to the Board
- No one wants to close or consolidate schools

SCHOOL CONSOLIDATION COMMITTEE

- Purpose: *representative task force of stakeholder groups potentially impacted by school closures*
  - Composition:
    - Parent from each school
      - Must reside within district boundaries
    - Key Community Groups
    - Labor Partners
    - Management Team
    - Executive Cabinet (non voting, resource)
    - Superintendent (non voting, fall back)
    - Marketing Consultant (non voting)
    - Facilitators (non voting)

COMMITTEE ACKNOWLEDGMENT

- Significant Time Commitment
- Interests of Entire District
- Psychological and Emotional Toll



ADMINISTRATION ROLE

Role of Administration

- The administration role is to execute the policies as passed by the Board of Trustees.

- Provide facilitation and support for the School Consolidation Process and provide the necessary information for the Committee to make an informed recommendation.

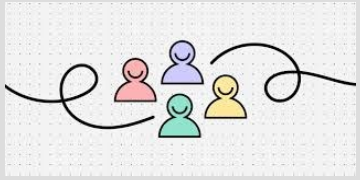
- Superintendent will make a recommendation to the Board of Trustees

SUPERINTENDENT'S CHARGE

- Because of a dramatic decline in student enrolment, the Alum Rock School District faces a significant projected budget deficit of approximately $20,000,000. We are required to balance the budget or risk the possibility of a district takeover.
- *To address this challenge, our Board has authorized a School Consolidation Committee to recommend up to 9 schools for closure.*
- Your charge as a committee is to provide the superintendent with up to 9 schools to consider for closure for the 2025 -2026 school year.
- *While this is a challenge for you and the district, we have an opportunity to reimagine a new Alum Rock School District, smaller and leaner with increased resources for our students.*
- Thank you for your service to the Alum Rock School District

FACILITATORS

Manny Barbara, Facilitator



Michael Sato, Facilitator

Heather McGowan, Marketing Consultant

MEETINGS AND AGENDA ITEMS

- September 18 (Wednesday) - Norms, **Budget** Presentation: the "WHY".
- September 24 (Tuesday) – **Demographic Information/Facilities**
- September 25 (Wednesday) - **Programs information/Human Resources**
- October 2 (Wednesday)- **Criteria development**
- October 8 (Tuesday)- **Prioritization**
- October 9 (Wednesday) **Prioritization**
- October 16 (Wednesday) **Prioritization**, extra meeting
- October 30 - (Wednesday) **Committee Recommendation**
- November 14 (Thursday) - **Public Hearing (Board Meeting) @ Russo McEntee**
- November 21 (Thursday) - **Board Information (Board Meeting) @ District Office**
- December 2 (Monday) - **Board Action (Board Meeting) @ District Office**

*All Meetings start at 5:30pm

CHALLENGES

- Size of Committee
- Number of Schools Considered
- Lack of a “Runway”
- Timeline



PROCESS

- Receive information
- Questions
- Discussion
- Prioritization
- Agreement



CRITERIA

- Close to Charter *
- Neighboring School
- Capacity*
- Maintenance cost *
- Enrollment
- Transportation
- Special Education Facilities*
- Special Programs*
- Community Grant



COMMUNICATION

- Information presented to the Committee was made available to the community after each meeting
- Parent Square
- Superintendent Town Hall meetings
  - School
  - District



PRIORITIZATION

- Committee reached consensus on seven schools
- Could not reach consensus on final three schools
- Two different scenarios
- Fallback to Superintendent



POST COMMITTEE

School Community Meetings

- Recommendation made to the superintendent
- Accept the recommendation or modify

- Community meetings held to allow community input to the recommendation by the superintendent
  - Open to Community
  - Present rationale
  - Allow for community input



SUPERINTENDENT RECOMMENDATION TO THE BOARD

Superintendent considered recommendations from the School Consolidation Committee to include:

- *the rationale and framing of the recommendation as to why it is essential*

- *how it will benefit the district and students in the future.*

POST COMMITTEE

- Board of Trustees: Public Hearing
  - November 14

- Board of Trustees: Information
  - November 21

- Board of Trustees : Action
  - December 2



POST BOARD APPROVAL

Should the Board decide to accept the superintendent recommendation, the work continues to address the transition issues involved in consolidating schools.

- Students
- Parent groups
- Staff
- Facilities
- Instructional materials
- Closure



QUESTIONS?



Superintendent Recommendation- School Closures (Seven School Sites)

Lyndale Elementary

1. Immediate savings $992,000
2. Deferred maintenance 8.5 million
3. Low enrollment
4. Limited vehicle access -adding more students would exacerbate this

Renaissance Academy at Fischer

1. Immediate savings $1.4 million
2. Deferred maintenance is 13.9 million
3. Bolster Ocala's enrollment
4. Protect the Renaissance model at RAM

Joseph George Middle School

1. Immediate savings 1.3 million
2. Deferred maintenance is 9.3 million
3. Opportunity to bolster Sheppard's enrollment to maximize facilities

Superintendent Recommendation- School Consolidations (Two Schools)

Learning in an Urban Community with High Achievement @ San Antonio Elementary

1. Consolidation of LUCHA (keeps program)
2. Immediate savings $712,000
3. Deferred maintenance 4.5 million

Ben Painter Elementary School @ William Sheppard Middle School

1. Consolidation of Painter (keeps program)
2. Immediate savings $901,000
3. Deferred maintenance 6 million
4. Allows for growth of DLI TK-through 8th

Superintendent Recommendation- Redesign (One School)

Cesar Chavez Early Learning Center

1. Low enrollment (only 58 students would be impacted)
2. Immediate savings $500,000
3. Cost savings per student is $8000

Alum Rock Schools beginning 2025 -2026 school year

SCHOOLS 2025/2026		
ELEMENTARY	**K-8**	**MIDDLE**
LINDA VISTA 697	**HUBBARD** 676	**SHEPPARD (PAINTER Dual Language Immersion)** 1,006
MCCOLLAM 569	**ADELANTE I** 505	**OCALA** 678
RUSSO MCENTEE 601	**ADELANTE II** 369	**Renaissance Academy at Mathson** 465
DORSA 571		
SAN ANTONIO (LUCHA PROGRAM) 603		

Superintendent's School Closure, Consolidation, and Redesigning of Schools Recommendation to the Board of Trustees
November 14, 2024

	CLOSE	Current Enrollment	Immediate Savings	*FRPM %	Enrollment trends	Reason	MOVE STUDENTS TO				25/26 School and Enrollment	Net Capacity	Net Class rooms
	ELEMENTARY TK - 8						School #1	Current Enrollment	School #2	Current Enrollment	ELEMENTARY TK - 8		
1	Cassell	(275)	$932,000	86 %	298 (2023) 283 (2024) 296 (2025)	1. Immediate savings in personnel and utilities 2. Deferred maintenance $7.7 million 3. Neighboring elementary school 4. Low enrollment	Dorsa	(284)	Ryan (alternate option)		**Dorsa** (645)	684	28
2	Aptitud (Committee Consensus)	(342) Elem 230 MS 154	$1.1 million	90 %	482 (2023) 455 (2024) 416 (2025)	1. Immediate savings in personnel and utilities 2. Deferred maintenance $8.2 million 3. Limited capacity for growth	Ryan	(235)	Mathson	(311)	**Ryan** (553) **RAM** (465)	570 1,105	23 37
3	Meyer (Committee Consensus)	(250)	$902,000	86 %	313 (2023) 310 (2024) 266 (2025)	1. Immediate savings in personnel and utilities 2. Deferred maintenance $7.5 million 3. Low enrollment 4. Low utilization 5. 92 students already transferred to other ARUSD schools	Hubbard	(421)			**Hubbard** (579)	1,001	37

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4	Cureton (Committee Consensus)	(255)	$856,000	82 %	283 (2023) 284 (2024) 260 (2025)	1. Immediate savings in personnel and utilities 2. Deferred maintenance $8.3 million 3. $600,000 immediate needs 4. 53 students already transferred to LV and 18 students have transferred to McCollam	Linda Vista	(441)			**Linda Vista** (662)	836	34
5	Lyndale	(274)	$992,000	84 %	345 (2023) 317 (2024) 281 (2025)	1. Immediate savings in personnel and utilities 2. Deferred maintenance $8.5 million 3. Low enrollment 4. Limited vehicle access -adding more students would exacerbate this	Russo McEntee	(324)	Ryan Sped Autism PK to be relocated to San Antonio (LUCHA side)	(246)	**Russo McEntee** (501)	770	34
	MIDDLE										**Middle**		
6	Renaissance @ Fischer	(346)	$1.4 million	81 %	394 (2023) 397 (2024) 353 (2025)	1. Immediate savings in personnel and utilities 2. Deferred maintenance is $13.9 million 3. Bolster Ocala's enrollment 4. Protect the Renaissance model at RAM	Renaissance @ Mathson	(325) **Students wanting to continue in the Renaissance Model	Ocala	(381)	**Renaissance @ Mathson** (465) or Ocala (678)	1,105 950	37 32
7	George Middle School	(387)	$1.3 million	80 %	424 (2023) 408 (2024) 407 (2025)	1. Immediate savings in personnel and utilities 2. Deferred maintenance is $9.3 million	-Sheppard	(453)			**Sheppard** (886)	1,750	35

	(Committee Consensus)					3. Opportunity to bolster Sheppard's enrollment to maximize facilities							

CONSOLIDATE = Two schools merge to become one school. The specialized program remains intact at the new school.

	CONSOLIDATE	Current Enrollment	Immediate Savings	FRPM %	Attendance trends	Interdistrict/ Revenue generated	Reason	MOVE STUDENTS TO			25/26 School and Enrollment	Net Capacity	Net Class rooms
	ELEMENTARY TK-8							*School #1*	*School #2*	*School #3*	ELEMENTARY TK-8		
1	LUCHA (Committee Consensus)	(218)	$712,000	82%	302 (2023) 265 (2024) 233 (2025)	71 students $1.1 million	1. Immediate savings in personnel and utilities 2. Immediate savings of $712,000 3. Consolidation of LUCHA (keeps program) 4. Deferred maintenance $4.5 million	San Antonio (329) *as LUCHA Program			**San Antonio** (604)	895	35
2	Painter (Committee Consensus)	(361) DLI 168 students SEI 193	$901,000	63%	347 (2023) 347 (2024) 376 (2025)	75 students $1.1 million	1. Immediate savings in personnel and utilities 2. Consolidation of Painter (keeps program)	Dual Language Immersion consolidated with	Structured English Immersion go to McCollam (376)	Structured English Immersion can also go to Russo	**Sheppard** (886) **McCollam** (587)	1750 635	62 28

		students					3. Deferred maintenance $6 million 4. Allows for growth of DLI TK through 8th	Sheppard (437)					

Redesign = District students are moved. Cesar Chavez Early Learning Center is redesigned to serve infant - Preschool

	REDESIGN	Immediate Savings	* FRPM %	Attendance trends	Suspension Incidents	Reason	MOVE STUDENTS TO			25/26 School and Enrollment	Net Capacity	Net Class rooms
	ELEMENTARY/ TK-8						*School #1*	*School #2*	*School #3*	Elementary/ TK -8		
1	Chavez (59) (Committee Consensus)	$500,000	92 %	49 (2023) 69 (2024) 62 (2025)	23 (2022) 0 (2023) 0 (2024)	1. Immediate savings in personnel and utilities 2. Low enrollment (only 58 students would be impacted) 3. Cost savings per student is $8000	San Antonio (329) *as LUCHA Program			**San Antonio** (604)	895	35

*FRPM: Free and Reduced Price Meal

Rationale for keeping RAM

	PROS	CONS	Important Information
RAM 86 % SES	-Maintains a middle school in a high need community. Ensure that the community with the greatest need has access to an MS near their home. -Access to the community resources -Mayfair Center, Somos Mayfair, Amigos de	-Would lose out on $1.2 million in immediate savings -$12 million in facility repairs and deferred maintenance	-Lower performing (red in ELA, red in Math) -Leaves ACE as the only MS option in the neighborhood. The closest MS is Fischer (1.4 miles) and Sheppard (2.4 miles)

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	Guadalupe		
RAF 81 % SES	-$1.4 million in immediate savings (more savings than RAM) -	-14 million in facility repairs and deferred maintenance The closest MS Ocala is 1.1 miles away	Higher performing (orange-ELA, yellow-Math)

This plan minimizes disruption to the least amount of students as possible. RAM -resources should go where the greater need is. Between these two schools, there is more need for RAM

SCHOOLS 2025/2026		
ELEMENTARY	**K-8**	**MIDDLE**
LINDA VISTA 799	HUBBARD 676	SHEPPARD (PAINTER DLI) 836
MCCOLLAM 698	ADELANTE I 505	OCALA 729
RUSSO MCENTEE 501	ADELANTE II 369	RAM 475
DORSA 569		
SAN ANTONIO (LUCHA PROGRAM) 545		
RYAN 249		

DON'T CLOSE	REASON	Intras	Inters

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	ELEMENTARY			
1	MCCOLLAM	EXTENSIVE PLAYGROUND CONSTRUCTION COUNTY SPED	85	44
2	LINDA VISTA	LARGE CAMPUS WITH PLENTY OF ROOM FOR GROWTH	98	27
3	ADELANTE I	LARGEST K-8 HIGH INTEREST	144	173 $2.6 million REVENUE
4	HUBBARD K-8	HEAVY CHARTER INFLUENCE	94	40
5	DORSA	SUPPORTS CENTER OF THE DISTRICT	38	21
6	ADELANTE II	OPPORTUNITY TO MERGE IN PHASE II	141	86 $1.3 million REVENUE
7	SAN ANTONIO	NEWEST SCHOOL	51	27
	LUCHA Program	HIGH INTEREST OVER 30% OF STUDENTS COME FROM OUTSIDE THE DISTRICT	87	71 $1.1 million
8	RUSSO MCENTEE	$12 MILLION INVESTMENT IN HVAC AND OUTDOOR CLASSROOM FOR ENVIRONMENTAL STUDIES PROGRAM	32	18
9	RYAN	HEAVY CHARTER INFLUENCE	27	27

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	MIDDLE			
10	SHEPPARD	LARGEST MIDDLE SCHOOL (NORTH SIDE OF DISTRICT)	71	42
11	OCALA	HEAVY CHARTER INFLUENCE	68	29
12	RAM	WORKFORCE HOUSING	54	36

Average of ClassSize	*Grade*												
BldgSch	00	01	02	03	04	05	1/2	2/3	4/5	T/4	T/K	TK	Grand Total
401 Cureton ES	27.0	22.0	23.0	19.5	26.0	28.0	22.0		25.0			21.0	23.3
402 Linda Vista ES	23.0	19.7	23.0	24.3	25.7	29.5				20.0	20.0		23.5
403 Lyndale ES	18.0	27.0		23.5	28.0	25.0	25.5		25.0	18.0			23.4
404 McCollam ES	21.5	22.5	18.0	19.3	22.5	24.0	19.0		25.0	11.0			20.1
406 Chavez ELC	22.0										16.0	17.0	18.3
408 Hubbard K-8 ES	21.0	14.3	27.0	26.0	31.0	32.0		27.0	30.0			17.0	22.9
410 Ryan ES	22.0	19.0	21.0	19.0	24.0	25.5	20.0				18.0		21.5
412 Aptitud K-8 ES	25.0	19.0	16.0	20.0	34.0	29.0	20.0		28.0		20.0		23.1
415 Dorsa ES	18.5	23.0	21.0	25.0	23.5	23.5	24.0			20.0			22.4
416 Painter ES	23.0	20.3	24.5	18.3	22.5	26.0			26.0	16.5	19.0		21.2
418 Meyer ES	23.0	17.5	22.0	26.0	23.0	30.0		25.0	24.0		20.0		22.8
420 Cassell ES	23.0	16.0	24.0	23.0	26.0	25.0	23.0		27.0	21.0			23.1
424 San Antonio ES	23.0	20.5	22.0	23.0	31.0	29.5	22.0		29.0		20.0		24.2
470 LUCHA ES	18.0	23.0	23.0	16.0	27.0	31.0	24.0		27.0		14.0		21.9
475 Russo McEntee ES	23.0	20.0	25.0	21.5	34.0	33.0			28.0	16.0	20.0		23.9
480 Adelante 1 K-8 ES	21.7	23.7	18.3	17.7	33.0	25.0				19.0			22.3
482 Adelante 2 K-8 ES	21.0	22.0	22.0	20.0	25.0	21.0				20.0			21.7
Grand Total	**21.7**	**20.3**	**21.8**	**20.9**	**26.6**	**26.7**	**22.5**	**26.0**	**26.7**	**17.2**	**18.6**	**18.3**	**22.4**

BUILDING	SCHOOL	COURSE-SEC	section_key	DESCRIPTION	STAFF_ID	PERIOD	ROOM_ID	USED_SEATS	06	07	08	RS	SD	AvgClassSize	MaxClassSize	DuplicatedHeadCount	runningCount
417	Sheppard MS	Y0200XX-1	91180	Advisory	100950	0	17F7	22	0	0	22	0	0	20	28	144	1
417	Sheppard MS	SC10008-4	91209	Science 8	100950	1	17F7	21	0	0	21	0	0	20	28	144	1
417	Sheppard MS	SC10008-3	91155	Science 8	100950	3	17F7	26	0	0	26	1	0	20	28	144	1
417	Sheppard MS	SC10008-1	91153	Science 8	100950	4	17F7	23	0	0	23	0	0	20	28	144	1
417	Sheppard MS	SC10007-7	91152	Science 7	100950	5	17F7	28	0	28	0	0	0	20	28	144	1
417	Sheppard MS	Y0300XX-*	91269	School Community Service Learn	100950	5	17F7	1	0	0	1	0	0	20	28	144	1
417	Sheppard MS	SC10008-7	91252	Science 8	100950	6	17F7	23	0	0	23	3	0	20	28	144	1
417	Sheppard MS	Y0200XX-2	91181	Advisory	103449	0	17D1	24	0	24	0	0	0	25	29	155	2
417	Sheppard MS	SS10007-7	91223	History Soc Sci 7	103449	1	17D1	27	0	27	0	1	0	25	29	155	2
417	Sheppard MS	T0260XX-5	91246	Career Readiness	103449	3	17D1	29	0	8	21	1	0	25	29	155	2
417	Sheppard MS	SS10007-4	91165	History Soc Sci 7	103449	4	17D1	21	0	21	0	0	0	25	29	155	2
417	Sheppard MS	SS10007-2	91163	History Soc Sci 7	103449	5	17D1	26	0	26	0	1	0	25	29	155	2
417	Sheppard MS	SS10007-5	91166	History Soc Sci 7	103449	6	17D1	28	0	28	0	1	0	25	29	155	2
417	Sheppard MS	Y0200XX-4	91182	Advisory	300259	0	17F9	23	0	23	0	0	0	24	27	149	3
417	Sheppard MS	SC10007-1	91148	Science 7	300259	1	17F9	25	0	25	0	3	0	24	27	149	3
417	Sheppard MS	SS10007-8	88566	History Soc Sci 7	300259	2	17E8	27	0	27	0	5	0	24	27	149	3
417	Sheppard MS	SS10007-3	91164	History Soc Sci 7	300259	3	17E8	23	0	23	0	0	0	24	27	149	3
417	Sheppard MS	SC10007-4	91150	Science 7	300259	4	17F9	25	0	25	0	2	0	24	27	149	3
417	Sheppard MS	SC10007-8	88570	Science 7	300259	6	17F9	26	0	26	0	4	0	24	27	149	3
417	Sheppard MS	Y0200XX-24	91199	Advisory	300855	0	17E1	10	0	3	7	10	0	7	10	21	4
417	Sheppard MS	X0302XR-15	88881	Basic Math-R	300855	1	17E1	4	0	2	2	4	0	7	10	21	4
417	Sheppard MS	X0401XS-27	88873	Basic Science-S	300855	4	17E1	7	3	0	4	0	7	7	10	21	4
417	Sheppard MS	Y0200XX-20	91195	Advisory	201339	0	17D12	10	10	0	0	7	3	10	11	30	5
417	Sheppard MS	X0202XR-1	91213	Basic Reading-R	201339	5	17D12	9	4	5	0	5	4	10	11	30	5
417	Sheppard MS	X0102XR-13	91174	Basic Lang Arts-R	201339	6	17D12	11	4	6	1	7	4	10	11	30	5
417	Sheppard MS	Y0200XX-6	91184	Advisory	102010	0	17D10	21	0	0	21	0	0	22	26	135	6
417	Sheppard MS	E0100XX-83	91227	Language Arts 8	102010	2	17D10	25	0	0	25	4	0	22	26	135	6
417	Sheppard MS	E0100XX-87	91249	Language Arts 8	102010	3	17D10	20	0	0	20	0	0	22	26	135	6
417	Sheppard MS	SS10008-3	91168	History Soc Sci 8	102010	4	17D10	21	0	0	21	0	0	22	26	135	6
417	Sheppard MS	E0100XX-85	91229	Language Arts 8	102010	5	17D10	22	0	0	22	0	0	22	26	135	6
417	Sheppard MS	SS10008-7	91250	History Soc Sci 8	102010	6	17D10	26	0	0	26	1	0	22	26	135	6
417	Sheppard MS	E0600NC-2	91247	ELD Newcomer	300633	4	17MUS	25	8	7	10	0	0	22	33	90	7
417	Sheppard MS	10110XI-1	91171	Band Intermediate	300633	5	17MUS	33	33	0	0	2	0	22	33	90	7
417	Sheppard MS	T0120XA-1	91172	Band Advance	300633	6	17MUS	31	1	19	11	1	0	22	33	90	7
417	Sheppard MS	Y0300XX-99	91234	School Community Service Learn	300633	6	17MUS	1	0	0	1	0	0	22	33	90	7
417	Sheppard MS	Y0200XX-18	91194	Advisory	200848	0	17F5	21	21	0	0	0	0	19	25	136	8
417	Sheppard MS	M0300XR-2	91126	Math 8	200848	1	17F5	25	0	0	25	4	0	19	25	136	8
417	Sheppard MS	M0100XX-2	91118	Math 6	200848	2	17F5	22	22	0	0	0	0	19	25	136	8
417	Sheppard MS	M0100XX-5	91121	Math 6	200848	3	17F5	22	22	0	0	4	0	19	25	136	8
417	Sheppard MS	M0100XX-1	91117	Math 6	200848	4	17F5	22	22	0	0	1	0	19	25	136	8
417	Sheppard MS	Y0300XX-34	91202	School Community Service Learn	200848	4	17F5	1	0	0	1	0	0	19	25	136	8
417	Sheppard MS	M0100XX-4	91120	Math 6	200848	6	17F5	23	23	0	0	0	0	19	25	136	8
417	Sheppard MS	Y0200XX-7	91185	Advisory	102018	0	17G2	20	0	0	20	0	0	26	32	183	9
417	Sheppard MS	P0100XX-21	91134	Physical Education	102018	1	17GYM	22	0	0	22	0	0	26	32	183	9
417	Sheppard MS	P0100XX-44	91140	Physical Education	102018	2	17GYM	31	0	0	31	2	0	26	32	183	9
417	Sheppard MS	P0100XX-43	91139	Physical Education	102018	3	17GYM	19	0	0	19	0	5	26	32	183	9
417	Sheppard MS	P0100XX-50	91225	Physical Education	102018	4	17GYM	32	0	0	32	2	0	26	32	183	9
417	Sheppard MS	P0100XX-35	91138	Physical Education	102018	5	17GYM	29	0	0	29	1	0	26	32	183	9
417	Sheppard MS	P0100XX-51	91231	Physical Education	102018	6	17GYM	30	0	13	17	4	0	26	32	183	9
417	Sheppard MS	Y0200XX-27	91245	Advisory	201067	0	17E10	12	0	12	0	10	2	10	12	42	10
417	Sheppard MS	X0302XR-14	91177	Basic Math-R	201067	1	17E10	11	5	5	1	7	4	10	12	42	10
417	Sheppard MS	X0401XS-3	91239	Basic Social Studies-S	201067	3	17E10	10	4	6	0	6	4	10	12	42	10
417	Sheppard MS	X0401XS-26	91240	Basic Science-S	201067	4	17E10	9	2	6	1	5	4	10	12	42	10
417	Sheppard MS	Y0300XX-95	91217	School Community Service Learn	101401	1	17E3	2	0	0	2	0	0	9	25	85	11
417	Sheppard MS	E0100XX-88	91260	Language Arts 7	101401	2	17E3	24	0	24	0	0	0	9	25	85	11

417	Sheppard MS	Y0300XX-97	91232	School Community Service Learn	101401	2	17E3	3	0	2	1	0	0	9	25	85	11
417	Sheppard MS	E0100XX-89	91261	Language Arts 7	101401	3	17E3	25	0	25	0	4	0	9	25	85	11
417	Sheppard MS	Y0300XX-61	91204	School Community Service Learn	101401	3	17E3	2	0	0	2	0	0	9	25	85	11
417	Sheppard MS	E0100XX-71	91207	Language Arts 7	101401	4	17E3	23	0	23	0	4	0	9	25	85	11
417	Sheppard MS	Y0300XX-53	91203	School Community Service Learn	101401	4	17E3	2	0	1	1	1	0	9	25	85	11
417	Sheppard MS	Y0300XX-96	91222	School Community Service Learn	101401	5	17E3	2	0	1	1	0	0	9	25	85	11
417	Sheppard MS	Y0300XX-33	91201	School Community Service Learn	101401	6	17E3	2	0	0	2	0	0	9	25	85	11
417	Sheppard MS	Y0200XX-9	91186	Advisory	201853	0	17F6	22	22	0	0	0	0	22	31	159	12
417	Sheppard MS	SC10006-5	91146	Science 6	201853	1	17F6	31	31	0	0	1	0	22	31	159	12
417	Sheppard MS	Y0300XX-82	91206	School Community Service Learn	201853	1	17F4	1	0	1	0	0	0	22	31	159	12
417	Sheppard MS	T0940XX-9	91220	STEAM	201853	2	17F4	28	27	1	0	0	1	22	31	159	12
417	Sheppard MS	SC10006-8	91212	Science 6	201853	3	17F6	28	28	0	0	1	0	22	31	159	12
417	Sheppard MS	T0940XX-7	91218	STEAM	201853	4	17F4	24	24	0	0	1	0	22	31	159	12
417	Sheppard MS	SC10006-2	91143	Science 6	201853	5	17F6	25	25	0	0	4	0	22	31	159	12
417	Sheppard MS	Y0200XX-10	91187	Advisory	103476	0	17D7	21	21	0	0	0	0	27	34	166	13
417	Sheppard MS	P0100XX-24	91136	Physical Education	103476	1	17GYM	29	29	0	0	0	0	27	34	166	13
417	Sheppard MS	P0100XX-12	91131	Physical Education	103476	3	17GYM	34	34	0	0	0	1	27	34	166	13
417	Sheppard MS	P0100XX-26	91137	Physical Education	103476	4	17GYM	24	24	0	0	0	0	27	34	166	13
417	Sheppard MS	P0100XX-22	91135	Physical Education	103476	5	17GYM	29	11	18	0	0	0	27	34	166	13
417	Sheppard MS	P0100XX-4	91130	Physical Education	103476	6	17GYM	29	29	0	0	6	0	27	34	166	13
417	Sheppard MS	Y0200XX-12	91189	Advisory	103542	0	17F8	17	0	17	0	0	0	19	29	135	14
417	Sheppard MS	T0500XX-3	91236	Art-Advanced	103542	1	17F8	17	0	0	17	0	0	19	29	135	14
417	Sheppard MS	T0500XX-7	91211	Art	103542	2	17F8	29	0	22	7	2	0	19	29	135	14
417	Sheppard MS	Y0300XX-92	91216	School Community Service Learn	103542	2	17F8	1	0	0	1	0	0	19	29	135	14
417	Sheppard MS	T0500XX-5	91235	Art- Digital	103542	3	17F8	24	0	14	10	4	0	19	29	135	14
417	Sheppard MS	T0500XX-1	91215	Art	103542	4	17F8	25	0	23	2	5	0	19	29	135	14
417	Sheppard MS	T0940XX-8	91219	STEAM	103542	5	17F4	22	22	0	0	0	0	19	29	135	14
417	Sheppard MS	Y0200XX-13	91279	Advisory-ELD	201373	0	17E7	28	8	12	8	0	0	20	28	125	15
417	Sheppard MS	E0700X1-1	91264	ELD Advanced	201373	1	17E7	18	2	8	8	0	0	20	28	125	15
417	Sheppard MS	E0600NC-3	88567	Language Arts-Newcomer	201373	2	17E7	25	8	7	10	0	0	20	28	125	15
417	Sheppard MS	E0700X2-2	91242	ELD Intermediate	201373	3	17E7	22	1	11	10	1	0	20	28	125	15
417	Sheppard MS	E0100XX-86	91243	ELD Intermediate	201373	4	17E7	23	23	0	0	3	0	20	28	125	15
417	Sheppard MS	E0700X3-1	91265	ELD Advanced	201373	5	17E7	9	0	2	7	1	0	20	28	125	15
417	Sheppard MS	Y0200XX-14	91190	Advisory	103199	0	17F9	22	0	22	0	0	0	24	35	170	16
417	Sheppard MS	P0100XX-49	91142	Physical Education	103199	1	17GYM	35	0	35	0	3	0	24	35	170	16
417	Sheppard MS	Y0300XX-*	91274	School Community Service Learn	103199	1	17GYM	1	0	0	1	0	0	24	35	170	16
417	Sheppard MS	P0100XX-48	91141	Physical Education	103199	2	17GYM	35	9	26	0	7	4	24	35	170	16
417	Sheppard MS	P0100XX-13	91132	Physical Education	103199	3	17GYM	25	0	25	0	1	1	24	35	170	16
417	Sheppard MS	P0100XX-14	91133	Physical Education	103199	4	17GYM	24	10	14	0	0	0	24	35	170	16
417	Sheppard MS	P0100XX-52	91278	Physical Education	103199	5	17GYM	28	0	28	0	1	0	24	35	170	16
417	Sheppard MS	Y0200XX-5	91183	Advisory	300589	0	17E6	20	20	0	0	0	0	23	31	162	17
417	Sheppard MS	SS10006-1	91157	History Soc Sci 6	300589	1	17E6	29	29	0	0	4	0	23	31	162	17
417	Sheppard MS	SS10006-5	91160	History Soc Sci 6	300589	2	17E6	23	23	0	0	0	0	23	31	162	17
417	Sheppard MS	Y0300XX-*	91275	School Community Service Learn	300589	2	17E6	1	0	0	1	0	0	23	31	162	17
417	Sheppard MS	SS10006-2	91158	History Soc Sci 6	300589	3	17E6	31	31	0	0	1	0	23	31	162	17
417	Sheppard MS	SS10006-6	91161	History Soc Sci 6	300589	4	17E6	30	30	0	0	1	0	23	31	162	17
417	Sheppard MS	SS10006-7	91162	History Soc Sci 6	300589	6	17E6	28	28	0	0	0	0	23	31	162	17
417	Sheppard MS	Y0200XX-16	91192	Advisory	102780	0	17D3	24	0	0	24	0	0	23	29	143	18
417	Sheppard MS	E0100XX-82	91226	Language Arts 8	102780	1	17D3	21	0	0	21	0	0	23	29	143	18
417	Sheppard MS	SC10008-6	91156	Science 8	102780	2	17D3	23	0	0	23	0	0	23	29	143	18
417	Sheppard MS	E0100XX-79	91116	Language Arts 8	102780	4	17D3	23	0	0	23	2	0	23	29	143	18
417	Sheppard MS	SC10008-2	91154	Science 8	102780	5	17D3	29	0	0	29	3	0	23	29	143	18
417	Sheppard MS	E0100XX-84	91228	Language Arts 8	102780	6	17D3	23	0	0	23	0	0	23	29	143	18
417	Sheppard MS	Y0200XX-11	91188	Advisory	300023	0	17F3	22	22	0	0	0	0	22	32	156	19
417	Sheppard MS	M0100XX-3	91119	Math 6	300023	1	17F3	25	25	0	0	0	0	22	32	156	19
417	Sheppard MS	SC10006-4	91145	Science 6	300023	2	17F3	25	25	0	0	0	0	22	32	156	19

417	Sheppard MS	M0100SH-1	91267	Math Support	300023	4	17F3	25	0	18	7	0	0	22	32	156	19
417	Sheppard MS	M0100XX-6	91122	Math 6	300023	5	17F3	26	26	0	0	0	0	22	32	156	19
417	Sheppard MS	Y0300XX-*	91271	School Community Service Learn	300023	5	17F3	1	0	1	0	0	0	22	32	156	19
417	Sheppard MS	SC10006-3	91144	Science 6	300023	6	17F3	32	32	0	0	0	0	22	32	156	19
417	Sheppard MS	Y0200XX-21	91196	Advisory	102975	0	17D8	23	0	0	23	0	0	23	27	140	20
417	Sheppard MS	M0300XR-7	91129	Math 8	102975	2	17D8	23	0	0	23	0	0	23	27	140	20
417	Sheppard MS	M0300XR-6	91208	Math 8	102975	3	17D8	18	0	0	18	0	0	23	27	140	20
417	Sheppard MS	M0300XR-0	91128	Math 8	102975	4	17D8	25	0	0	25	0	0	23	27	140	20
417	Sheppard MS	M0300XR-9	91248	Math 8	102975	5	17D8	27	0	0	27	0	0	23	27	140	20
417	Sheppard MS	M0300XR-3	91127	Math 8	102975	6	17D8	24	0	0	24	0	0	23	27	140	20
417	Sheppard MS	Y0200XX-15	91191	Advisory	201932	0	17E5	23	0	23	0	0	0	21	29	175	21
417	Sheppard MS	M0200XX-8	91230	Math 7	201932	1	17E5	29	0	29	0	0	0	21	29	175	21
417	Sheppard MS	M0200XX-7	91214	Math 7	201932	2	17E5	24	0	24	0	0	0	21	29	175	21
417	Sheppard MS	M0200XX-4	91124	Math 7	201932	3	17E5	24	0	24	0	0	0	21	29	175	21
417	Sheppard MS	M0200XX-6	91125	Math 7	201932	4	17E5	21	0	21	0	0	0	21	29	175	21
417	Sheppard MS	M0200XX-2	91123	Math 7	201932	5	17E5	27	0	27	0	7	0	21	29	175	21
417	Sheppard MS	Y0300XX-*	91238	School Community Service Learn	201932	5	17E5	1	0	0	1	0	0	21	29	175	21
417	Sheppard MS	M0200XX-9	88569	Math 7	201932	6	17E5	26	0	26	0	0	0	21	29	175	21
417	Sheppard MS	Y0200XX-17	91193	Advisory	101922	0	17E2	21	21	0	0	0	0	22	31	155	22
417	Sheppard MS	E0100XX-92	91255	Language Arts 6	101922	1	17E2	24	24	0	0	0	0	22	31	155	22
417	Sheppard MS	E0100XX-95	91257	Language Arts 6	101922	2	17E2	31	31	0	0	6	0	22	31	155	22
417	Sheppard MS	E0100XX-94	91256	Language Arts 6	101922	3	17E2	26	26	0	0	0	0	22	31	155	22
417	Sheppard MS	E0100XX-62	91114	Language Arts 6	101922	5	17E2	24	24	0	0	0	0	22	31	155	22
417	Sheppard MS	Y0300XX-*	91244	School Community Service Learn	101922	5	17E2	1	0	0	1	0	0	22	31	155	22
417	Sheppard MS	E0100XX-96	91258	Language Arts 6	101922	6	17E2	28	28	0	0	0	0	22	31	155	22
417	Sheppard MS	Y0200XX-25	91200	Advisory	201871	0	17C4	6	1	0	5	0	6	6	7	33	23
417	Sheppard MS	X0201XS-1	91175	Basic Reading-S	201871	1	17C4	7	1	1	5	0	7	6	7	33	23
417	Sheppard MS	X0101XS-2	91173	Basic Lang Arts-S	201871	2	17C4	6	1	0	5	0	6	6	7	33	23
417	Sheppard MS	X0301XS-5	91176	Basic Math-S	201871	5	17C4	7	1	1	5	0	7	6	7	33	23
417	Sheppard MS	X0501XS-36	91179	Basic Soc Studies-S	201871	6	17C4	7	1	1	5	0	7	6	7	33	23
417	Sheppard MS	Y0200XX-22	91197	Advisory	102995	0	17E8	23	0	23	0	0	0	20	26	146	24
417	Sheppard MS	E0100XX-87	91259	Language Arts 7	102995	1	17E8	26	0	26	0	0	0	20	26	146	24
417	Sheppard MS	Y0300XX-98	91233	School Community Service Learn	102995	1	17E8	1	0	0	1	0	0	20	26	146	24
417	Sheppard MS	SC10007-2	91149	Science 7	102995	2	17E8	26	0	26	0	0	0	20	26	146	24
417	Sheppard MS	SC10007-6	91151	Science 7	102995	3	17E8	23	0	23	0	0	0	20	26	146	24
417	Sheppard MS	E0100XX-90	91262	Language Arts 7	102995	5	17E8	22	0	22	0	0	0	20	26	146	24
417	Sheppard MS	E0100XX-91	91263	Language Arts 7	102995	5	17E8	25	0	25	0	0	0	20	26	146	24
417	Sheppard MS	Y0200XX-23	91198	Advisory	101719	0	17E4	20	0	0	20	0	0	21	31	150	25
417	Sheppard MS	SS10008-6	91170	History Soc Sci 8	101719	1	17E4	24	0	0	24	0	0	21	31	150	25
417	Sheppard MS	SS10008-1	91210	History Soc Sci 8	101719	2	17E4	23	0	0	23	1	0	21	31	150	25
417	Sheppard MS	SS10008-2	91167	History Soc Sci 8	101719	3	17E4	24	0	0	24	3	0	21	31	150	25
417	Sheppard MS	SS10008-5	91169	History Soc Sci 8	101719	5	17E4	27	0	0	27	2	0	21	31	150	25
417	Sheppard MS	T0300XX-2	91221	Leadership	101719	6	17E4	31	0	15	16	0	0	21	31	150	25
417	Sheppard MS	Y0300XX-62	91205	School Community Service Learn	101719	6	17E4	1	0	0	1	0	0	21	31	150	25

BUILDING	SCHOOL	COURSE-SEC	section_key	DESCRIPTION	STAFF_ID	PERIOD	ROOM_ID	USED_SEATS	06	07	08	RS	SD	AvgClassSize	MaxClassSize	DuplicatedHeadCount	runningCount
425	George MS	Y0200XX-7	88455	Advisory 6	300800	0	25C2	12	12	0	0	11	1	10	12	20	1
425	George MS	X0301XS-1	88444	Basic Math 1	300800	2	25C2	8	8	0	0	7	1	10	12	20	1
425	George MS	Y0200XX-3	88451	Advisory 6	101310	0	25D7	19	19	0	0	0	0	23	27	139	2
425	George MS	SS10006-1	88367	History Soc Sci 6	101310	1	25D7	20	20	0	0	0	0	23	27	139	2
425	George MS	SS10006-5	88616	History Soc Sci 6	101310	3	25D7	25	25	0	0	0	0	23	27	139	2
425	George MS	SS10006-2	88368	History Soc Sci 6	101310	4	25D7	27	27	0	0	3	0	23	27	139	2
425	George MS	SS10006-3	88369	History Soc Sci 6	101310	5	25D7	24	24	0	0	3	0	23	27	139	2
425	George MS	SS10006-4	88370	History Soc Sci 6	101310	6	25D7	24	24	0	0	3	0	23	27	139	2
425	George MS	Y0200XX-9	88457	Advisory 7	109023	0	25B2	20	0	20	0	0	0	20	28	121	3
425	George MS	M0200XX-1	88389	Math 7	109023	1	25B2	22	0	22	0	0	0	20	28	121	3
425	George MS	T0450XX-1	88405	Digital Art	109023	2	25B2	11	2	3	6	0	0	20	28	121	3
425	George MS	T0600XX-1	88407	Art Intermediate	109023	3	25B2	15	0	6	9	2	0	20	28	121	3
425	George MS	M0200XX-3	88391	Math 7	109023	4	25B2	25	0	25	0	1	0	20	28	121	3
425	George MS	M0200XX-4	88392	Math 7	109023	6	25B2	28	0	28	0	1	0	20	28	121	3
425	George MS	Y0200XX-11	88459	Advisory 7	103156	0	25E1	22	0	22	0	0	0	26	33	156	4
425	George MS	SC10007-1	88380	Science 7	103156	1	25E1	25	0	25	0	2	0	26	33	156	4
425	George MS	E0700X1-1	88428	ELD 1	103156	3	25E1	30	10	10	10	0	0	26	33	156	4
425	George MS	SS10007-6	88817	History Soc Sci 7	103156	4	25E1	21	0	21	0	2	0	26	33	156	4
425	George MS	SS10007-4	88374	History Soc Sci 7	103156	5	25E1	25	0	25	0	1	0	26	33	156	4
425	George MS	SC10007-4	88383	Science 7	103156	6	25E1	33	0	11	0	6	0	26	33	156	4
425	George MS	M0100XX-1	88384	Math 6	201646	2	L Lab	25	25	0	0	4	0	29	33	58	5
425	George MS	M0300XR-3	88395	Math 8	201646	5	L Lab	33	0	0	33	4	0	29	33	58	5
425	George MS	Y0200XX-12	88460	Advisory 7	300645	0	25E4	18	0	18	0	0	0	20	27	81	6
425	George MS	SS10007-5	88813	History Soc Sci 7	300645	1	25E4	19	0	19	0	4	0	20	27	81	6
425	George MS	M0200XX-2	88390	Math 7	300645	2	25E4	27	0	27	0	3	0	20	27	81	6
425	George MS	E0700X2-1	88429	ELD 2	300645	3	25E4	17	0	9	8	6	0	20	27	81	6
425	George MS	Y0200XX-19	88467	Advisory 8	101385	0	25C4	22	0	0	22	0	0	28	34	171	7
425	George MS	P0100XX-9	88421	Physical Education	101385	1	25GYM	31	0	2	29	2	0	28	34	171	7
425	George MS	P0100XX-10	88422	Physical Education	101385	3	25GYM	34	0	8	26	7	0	28	34	171	7
425	George MS	P0100XX-14	88426	Physical Education	101385	4	25GYM	32	0	9	23	4	0	28	34	171	7
425	George MS	P0100XX-11	88423	Physical Education	101385	5	25GYM	34	0	9	25	2	0	28	34	171	7
425	George MS	P0100XX-15	88427	Physical Education	101385	6	25GYM	18	0	7	11	1	0	28	34	171	7
425	George MS	Y0200XX-15	88463	Advisory 8	102022	0	25E6	21	0	0	21	0	0	24	29	147	8
425	George MS	SS10007-2	88372	History Soc Sci 7	102022	1	25E6	18	0	18	0	3	0	24	29	147	8
425	George MS	SS10008-1	88375	History Soc Sci 8	102022	2	25E6	28	0	0	28	4	0	24	29	147	8
425	George MS	SS10008-2	88376	History Soc Sci 8	102022	4	25E6	27	0	0	27	2	0	24	29	147	8
425	George MS	SS10007-3	88373	History Soc Sci 7	102022	5	25E6	24	0	24	0	0	0	24	29	147	8
425	George MS	SS10008-3	88377	History Soc Sci 8	102022	6	25E6	29	0	0	29	3	0	24	29	147	8
425	George MS	Y0200XX-10	88458	Advisory 7	103189	0	25D3	19	0	19	0	0	0	25	32	150	9
425	George MS	P0100XX-12	88424	Physical Education	103189	1	25GYM	21	0	19	2	2	0	25	32	150	9
425	George MS	P0100XX-13	88425	Physical Education	103189	2	25GYM	32	0	6	26	6	0	25	32	150	9
425	George MS	E0700X3-1	88431	ELD 3	103189	3	25D3	25	10	15	0	0	0	25	32	150	9
425	George MS	E0100XX-7	88355	Language Arts 7	103189	4	25D3	23	0	23	0	4	0	25	32	150	9
425	George MS	E0100XX-8	88356	Language Arts 7	103189	5	25D3	30	0	30	0	5	0	25	32	150	9
425	George MS	Y0200XX-14	88462	Advisory 7	200642	0	25C6	20	0	20	0	18	2	13	20	68	10
425	George MS	X0101XS-1	88442	Basic Lang Arts 1	200642	1	25C6	8	6	2	0	7	1	13	20	68	10
425	George MS	X0401XS-1	88446	Basic Science	200642	3	25C6	13	1	10	2	10	3	13	20	68	10
425	George MS	X0101XS-2	88443	Basic Lang Arts 2	200642	5	25C6	13	0	9	4	11	2	13	20	68	10
425	George MS	X0501XS-1	88447	Basic Soc Studies	200642	6	25C6	14	3	10	1	11	3	13	20	68	10
425	George MS	T0130XA-1	88437	Drums	201183	1	25ANX	16	12	2	2	1	0	17	28	87	11
425	George MS	T0145XX-1	88434	Guitar	201183	2	25ANX	8	4	1	3	1	0	17	28	87	11
425	George MS	T0110XI-1	88432	Band Intermediate CONCERT	201183	4	25ANX	24	20	3	1	3	0	17	28	87	11
425	George MS	T0130XA-2	88438	Drums	201183	5	25ANX	11	0	1	10	1	0	17	28	87	11
425	George MS	T0120XA-1	88433	Band Advance Symphonic	201183	6	25ANX	28	0	12	16	3	0	17	28	87	11

425	George MS	Y0200XX-22	88814	Advisory 8	101601	0	25D6	21	0	0	21	0	0	26	32	157	12
425	George MS	SC10008-1	88398	Science 8	101601	1	25D6	31	0	0	31	5	0	26	32	157	12
425	George MS	SC10007-2	88381	Science 7	101601	2	25D6	25	0	25	0	1	0	26	32	157	12
425	George MS	SC10007-3	88382	Science 7	101601	4	25D6	24	0	24	0	1	0	26	32	157	12
425	George MS	SC10008-2	88399	Science 8	101601	5	25D6	32	0	0	32	1	0	26	32	157	12
425	George MS	SC10008-3	88400	Science 8	101601	6	25D6	24	0	0	24	3	0	26	32	157	12
425	George MS	Y0200XX-18	88466	Advisory 8	201631	0	25D2	22	0	0	22	0	0	29	34	178	13
425	George MS	M0300XR-1	88393	Math 8	201631	1	25D2	33	0	0	33	0	0	29	34	178	13
425	George MS	SC10008-4	88401	Science 8	201631	2	25D2	27	0	0	27	3	0	29	34	178	13
425	George MS	M0300XR-2	88394	Math 8	201631	3	25D2	34	0	0	34	0	0	29	34	178	13
425	George MS	SC10008-5	88402	Science 8	201631	4	25D2	28	0	0	28	3	0	29	34	178	13
425	George MS	M0300XR-4	88396	Math 8	201631	5	25D2	34	0	0	34	3	0	29	34	178	13
425	George MS	Y0200XX-2	88450	Advisory 6	300428	0	25E7	20	20	0	0	0	0	21	24	131	14
425	George MS	E0100XX-1	88349	Language Arts 6	300428	1	25E7	24	24	0	0	3	0	21	24	131	14
425	George MS	SC10006-1	88363	Science 6	300428	2	25E7	18	18	0	0	0	0	21	24	131	14
425	George MS	SC10006-2	88364	Science 6	300428	3	25E7	22	22	0	0	2	0	21	24	131	14
425	George MS	E0100XX-2	88350	Language Arts 6	300428	5	25E7	24	24	0	0	0	0	21	24	131	14
425	George MS	E0100XX-14	88614	Language Arts 6	300428	6	25E7	23	23	0	0	0	0	21	24	131	14
425	George MS	Y0200XX-16	88464	Advisory 8	200666	0	25P3	20	0	0	20	0	0	27	32	162	15
425	George MS	E0100XX-11	88359	Language Arts 8	200666	1	25P3	30	0	0	30	1	0	27	32	162	15
425	George MS	E0100XX-12	88360	Language Arts 8	200666	2	25P3	26	0	0	26	2	0	27	32	162	15
425	George MS	E0100XX-13	88361	Language Arts 8	200666	3	25P3	27	0	0	27	1	0	27	32	162	15
425	George MS	SS10008-4	88378	History Soc Sci 8	200666	4	25P3	27	0	0	27	2	0	27	32	162	15
425	George MS	SS10008-5	88379	History Soc Sci 8	200666	5	25P3	32	0	0	32	5	0	27	32	162	15
425	George MS	Y0200XX-6	88454	Advisory 6	201651	0	25C5	19	19	0	0	0	0	23	32	140	16
425	George MS	P0100XX-1	88413	Physical Education	201651	1	25GYM	15	14	1	0	1	1	23	32	140	16
425	George MS	P0100XX-2	88414	Physical Education	201651	2	25GYM	27	25	1	1	1	0	23	32	140	16
425	George MS	E0700X2-2	88430	ELD 2	201651	3	25C5	17	17	0	0	4	0	23	32	140	16
425	George MS	P0100XX-7	88419	Physical Education	201651	5	25GYM	32	21	11	0	8	0	23	32	140	16
425	George MS	P0100XX-8	88420	Physical Education	201651	6	25GYM	30	3	26	1	3	0	23	32	140	16
425	George MS	Y0200XX-13	88461	Advisory 8	300161	0	25B1	21	0	0	21	0	0	22	26	114	17
425	George MS	T0500XX-1	88403	Art	300161	1	25B1	20	6	7	7	3	1	22	26	114	17
425	George MS	T0500XX-3	88409	Art	300161	3	25B1	26	7	15	4	6	0	22	26	114	17
425	George MS	T0500XX-4	88410	Art	300161	4	25B1	22	5	8	9	7	1	22	26	114	17
425	George MS	T0500XX-5	88411	Art	300161	5	25B1	25	9	8	8	4	1	22	26	114	17
425	George MS	Y0200XX-5	88453	Advisory 6	103375	0	25D5	18	18	0	0	0	0	21	28	130	18
425	George MS	SC10006-5	88612	Science 6	103375	1	25D5	18	18	0	0	0	0	21	28	130	18
425	George MS	SC10006-6	88613	Science 6	103375	2	25D5	18	18	0	0	0	0	21	28	130	18
425	George MS	E0700X3-2	88439	ELD 3	103375	3	25D5	28	9	0	19	1	0	21	28	130	18
425	George MS	M0100XX-4	88387	Math 6	103375	4	25D5	23	23	0	0	0	0	21	28	130	18
425	George MS	M0100XX-5	88388	Math 6	103375	6	25D5	25	25	0	0	0	0	21	28	130	18
425	George MS	T0140XX-1	88440	Music Exploratory Piano	201933	2	25P1	22	1	6	15	1	0	21	22	42	19
425	George MS	T0550XX-1	88441	Choir	201933	3	25ANX	20	9	6	5	3	0	21	22	42	19
425	George MS	Y0200XX-21	88469	Advisory 8	200706	0	25C1	17	0	0	17	17	0	14	17	42	20
425	George MS	X0301XS-3	88471	Basic Math 3	200706	1	25C1	10	0	0	10	10	0	14	17	42	20
425	George MS	X0301XS-2	88445	Basic Math 2	200706	2	25C1	15	0	15	0	13	2	14	17	42	20
425	George MS	Y0200XX-4	88452	Advisory 6	300714	0	25E5	18	18	0	0	0	0	23	30	138	21
425	George MS	M0100XX-2	88385	Math 6	300714	2	25E5	20	20	0	0	0	0	23	30	138	21
425	George MS	P0100XX-3	88415	Physical Education	300714	3	25GYM	26	13	13	0	4	0	23	30	138	21
425	George MS	P0100XX-4	88416	Physical Education	300714	4	25GYM	30	26	4	0	4	2	23	30	138	21
425	George MS	M0100XX-3	88386	Math 6	300714	5	25E5	22	22	0	0	0	0	23	30	138	21
425	George MS	P0100XX-6	88418	Physical Education	300714	6	25GYM	22	21	1	0	1	0	23	30	138	21
425	George MS	Y0200XX-8	88456	Advisory 7	109247	0	25E3	18	0	18	0	0	0	25	29	128	22
425	George MS	E0100XX-5	88353	Language Arts 7	109247	2	25E3	28	0	28	0	0	0	25	29	128	22
425	George MS	E0100XX-6	88354	Language Arts 7	109247	3	25E3	25	0	25	0	0	0	25	29	128	22

425	George MS	E0100XX-9	88357	Language Arts 8	109247	4	25E3	29	0	0	29	5	0	25	29	128	22
425	George MS	E0100XX-10	88358	Language Arts 8	109247	5	25E3	28	0	0	28	4	0	25	29	128	22
425	George MS	Y0200XX-1	88362	Advisory 6	300046	0	25D1	17	17	0	0	0	0	21	24	128	23
425	George MS	E0100XX-3	88351	Language Arts 6	300046	1	25D1	23	23	0	0	2	0	21	24	128	23
425	George MS	Y0300XX-2	88449	Leadership	300046	2	25D1	19	2	5	12	0	0	21	24	128	23
425	George MS	SC10006-4	88366	Science 6	300046	4	25D1	22	22	0	0	5	0	21	24	128	23
425	George MS	E0100XX-4	88352	Language Arts 6	300046	5	25D1	23	23	0	0	1	0	21	24	128	23
425	George MS	SC10006-3	88365	Science 6	300046	6	25D1	24	24	0	0	4	0	21	24	128	23

BUILDING	SCHOOL	COURSE-SEC	section_key	DESCRIPTION	STAFF_ID	PERIOD	ROOM_ID	USED_SEATS	06	07	08	RS	SD	AvgClassSize	MaxClassSize	DuplicatedHeadCount	runningCount
426	Ocala MS	X0401XS-1	88748	Basic Science-S	102244	1	26D7	11	0	3	8	10	1	10	12	41	1
426	Ocala MS	X0401XS-2	88749	Basic Science-S	102244	2	26D7	7	6	0	1	5	2	10	12	41	1
426	Ocala MS	X0501XS-1	88752	Basic Soc Studies-S	102244	4	26D7	12	1	0	11	12	0	10	12	41	1
426	Ocala MS	X0501XS-2	88753	Basic Soc Studies	102244	5	26D7	11	7	4	0	8	3	10	12	41	1
426	Ocala MS	X0301XS-2	88770	Basic Math-S	200682	1	26C2	3	1	1	1	1	2	4	6	17	2
426	Ocala MS	X0201XS-2	88774	Basic Reading-S	200682	3	26C2	4	2	1	1	0	4	4	6	17	2
426	Ocala MS	X0501XS-3	88754	Basic Soc Studies-S	200682	4	26C2	6	3	2	1	0	6	4	6	17	2
426	Ocala MS	Z0200XX-1	88776	Extended Learning Time	200682	6	26C2	4	2	1	1	0	4	4	6	17	2
426	Ocala MS	M0100XX-14	88660	Math 8	103446	1	26D4	22	0	0	22	0	0	25	30	126	3
426	Ocala MS	SC10008-1	88672	Science 8	103446	2	26D4	24	0	0	24	3	0	25	30	126	3
426	Ocala MS	M0100XX-10	88656	Math 8	103446	3	26D4	22	0	0	22	1	0	25	30	126	3
426	Ocala MS	M0100XX-12	88658	Math 8	103446	5	26D4	28	0	0	28	3	0	25	30	126	3
426	Ocala MS	SC10008-3	88674	Science 8	103446	6	26D4	30	0	0	30	5	0	25	30	126	3
426	Ocala MS	T0200XX-2	88780	Avid	102626	0	26B4	21	1	11	9	3	0	29	33	174	4
426	Ocala MS	T0260XX-5	88726	Career Readiness	102626	2	26B4	31	0	13	18	5	0	29	33	174	4
426	Ocala MS	T0260XX-6	88727	Career Readiness	102626	3	26B4	29	0	11	18	5	0	29	33	174	4
426	Ocala MS	T0260XX-7	88728	Career Readiness	102626	4	26B4	30	0	16	14	4	0	29	33	174	4
426	Ocala MS	T0260XX-8	88729	Career Readiness	102626	5	26B4	33	0	14	19	5	0	29	33	174	4
426	Ocala MS	T0260XX-9	88730	Career Readiness	102626	6	26B4	30	0	19	11	7	1	29	33	174	4
426	Ocala MS	P0100XX-3	88733	Physical Education	103781	1	26F8	22	22	0	0	2	2	25	32	126	5
426	Ocala MS	P0100XX-2	88732	Physical Education	103781	2	26F8	26	26	0	0	3	2	25	32	126	5
426	Ocala MS	P0100XX-4	88734	Physical Education	103781	4	26F8	32	23	9	0	3	2	25	32	126	5
426	Ocala MS	P0100XX-1	88731	Physical Education	103781	5	26F8	22	22	0	0	5	0	25	32	126	5
426	Ocala MS	T0260XX-4	88725	Career Readiness	103781	6	26F8	24	0	7	17	5	0	25	32	126	5
426	Ocala MS	T0120XA-1	88782	Band Advance	201422	0	26MUS	31	3	16	12	8	1	25	31	77	6
426	Ocala MS	T0110XI-1	88781	Band Intermediate	201422	1	26MUS	18	18	0	0	2	0	25	31	77	6
426	Ocala MS	T0120XA-2	88785	Band Advance	201422	2	26MUS	28	0	18	10	1	0	25	31	77	6
426	Ocala MS	X0102XR-3	88758	Basic Lang Arts	300841	1	26E3	12	0	0	12	12	0	9	12	39	7
426	Ocala MS	X0102XR-4	88760	Basic Lang Arts	300841	2	26E3	9	0	0	9	9	0	9	12	39	7
426	Ocala MS	X0302XR-3	88765	Basic Math	300841	3	26E3	10	0	0	10	10	0	9	12	39	7
426	Ocala MS	X0302XR-4	88766	Basic Math	300841	5	26E3	8	0	0	8	8	0	9	12	39	7
426	Ocala MS	X0301XS-1	88769	Basic Math-S	109269	1	26C3	3	1	1	1	0	3	3	6	13	8
426	Ocala MS	X0201XS-1	88773	Basic Reading-S	109269	3	26C3	3	1	1	1	1	2	3	6	13	8
426	Ocala MS	X0401XS-3	88750	Basic Science-S	109269	5	26C3	6	2	2	2	1	5	3	6	13	8
426	Ocala MS	E0700X1-7	88777	ELD	109269	6	26C3	1	1	0	0	0	1	3	6	13	8
426	Ocala MS	E0100XX-5	88622	Language Arts 7	201834	1	26E5	25	0	25	0	0	0	28	32	168	9
426	Ocala MS	SS10007-4	88688	History Soc Sci 7	201834	2	26E5	27	0	27	0	2	0	28	32	168	9
426	Ocala MS	SS10006-4	88682	History Soc Sci 6	201834	3	26E5	26	26	0	0	0	0	28	32	168	9
426	Ocala MS	E0100XX-8	88626	Language Arts 7	201834	4	26E5	26	0	26	0	2	0	28	32	168	9
426	Ocala MS	E0100XX-9	88629	Language Arts 7	201834	5	26E5	32	0	32	0	3	0	28	32	168	9
426	Ocala MS	SS10007-5	88689	History Soc Sci 7	201834	6	26E5	32	0	32	0	2	0	28	32	168	9
426	Ocala MS	X0102XR-1	88756	Basic Lang Arts	200437	1	26E4	12	12	0	0	10	2	12	13	48	10
426	Ocala MS	X0302XR-1	88761	Basic Math	200437	2	26E4	11	0	11	0	10	1	12	13	48	10
426	Ocala MS	X0302XR-2	88762	Basic Math	200437	3	26E4	12	12	0	0	10	2	12	13	48	10
426	Ocala MS	X0102XR-2	88757	Basic Lang Arts	200437	4	26E4	13	2	11	0	12	1	12	13	48	10
426	Ocala MS	P0100XX-10	88741	Physical Education	101137	1	26F5	20	0	0	20	2	0	26	33	132	11
426	Ocala MS	P0100XX-11	88742	Physical Education	101137	2	26F5	23	0	1	22	2	2	26	33	132	11
426	Ocala MS	P0100XX-13	88745	Physical Education	101137	3	26F5	27	0	1	26	7	0	26	33	132	11
426	Ocala MS	P0100XX-12	88744	Physical Education	101137	4	26F5	33	0	0	33	6	0	26	33	132	11
426	Ocala MS	P0100XX-14	88746	Physical Education	101137	5	26F5	29	0	0	29	4	0	26	33	132	11
426	Ocala MS	T0200XX-1	88778	Avid	102202	0	26B3	27	13	6	8	6	0	24	28	146	12
426	Ocala MS	SS10008-4	88697	History Soc Sci 8	102202	1	26B3	21	0	0	21	1	0	24	28	146	12

426	Ocala MS	E0100XX-14	88638	Language Arts 8	102202	2	26B3	22	0	0	22	1	0	24	28	146	12
426	Ocala MS	E0100XX-13	88637	Language Arts 8	102202	4	26B3	25	0	0	25	1	0	24	28	146	12
426	Ocala MS	SS10008-2	88693	History Soc Sci 8	102202	5	26B3	28	0	0	28	6	0	24	28	146	12
426	Ocala MS	E0100XX-11	88633	Language Arts 8	102202	6	26B3	23	0	0	23	1	0	24	28	146	12
426	Ocala MS	M0100XX-7	88652	Math 7	101441	1	26D6	29	0	29	0	2	0	27	32	137	13
426	Ocala MS	M0100XX-9	88654	Math 7	101441	2	26D6	24	0	24	0	1	0	27	32	137	13
426	Ocala MS	SC10007-5	88671	Science 7	101441	3	26D6	32	0	32	0	4	0	27	32	137	13
426	Ocala MS	M0100XX-5	88649	Math 7	101441	4	26D6	25	0	25	0	1	0	27	32	137	13
426	Ocala MS	SC10007-1	88666	Science 7	101441	5	26D6	27	0	27	0	3	0	27	32	137	13
426	Ocala MS	E0700X1-1	88714	ELD 1	103506	1	26E1	16	4	5	7	0	0	16	20	84	14
426	Ocala MS	E0700X1-6	88720	ELD 4	103506	2	26E1	11	3	2	6	1	1	16	20	84	14
426	Ocala MS	E0700X1-3	88716	ELD 2	103506	3	26E1	20	5	10	5	3	0	16	20	84	14
426	Ocala MS	E0700X1-4	88717	ELD 3	103506	5	26E1	19	3	13	3	3	0	16	20	84	14
426	Ocala MS	E0700X1-2	88715	ELD 1-2	103506	6	26E1	18	10	6	2	7	2	16	20	84	14
426	Ocala MS	E0100XX-12	88634	Language Arts 8	201509	1	26D8	24	0	0	24	0	0	23	28	143	15
426	Ocala MS	E0100XX-4	88621	Language Arts 6	201509	2	26D8	21	21	0	0	0	1	23	28	143	15
426	Ocala MS	SS10008-3	88694	History Soc Sci 8	201509	3	26D8	28	0	0	28	3	0	23	28	143	15
426	Ocala MS	SS10008-1	88690	History Soc Sci 8	201509	4	26D8	23	0	0	23	1	0	23	28	143	15
426	Ocala MS	E0100XX-10	88630	Language Arts 8	201509	5	26D8	21	0	0	21	1	0	23	28	143	15
426	Ocala MS	SS10008-5	88698	History Soc Sci 8	201509	6	26D8	26	0	0	26	4	0	23	28	143	15
426	Ocala MS	P0100XX-9	88740	Physical Education	101707	1	26F5	27	0	27	0	6	0	28	32	142	16
426	Ocala MS	P0100XX-5	88736	Physical Education	101707	2	26F5	26	0	24	2	2	1	28	32	142	16
426	Ocala MS	P0100XX-8	88739	Physical Education	101707	3	26F5	32	0	32	0	6	1	28	32	142	16
426	Ocala MS	P0100XX-7	88738	Physical Education	101707	5	26F5	28	0	28	0	3	0	28	32	142	16
426	Ocala MS	P0100XX-6	88737	Physical Education	101707	6	26F5	29	4	19	6	7	0	28	32	142	16
426	Ocala MS	M0100XX-3	88645	Math 6	102073	2	26D2	11	11	0	0	2	0	17	27	88	17
426	Ocala MS	SC10006-3	88664	Science 6	102073	3	26D2	7	7	0	0	0	0	17	27	88	17
426	Ocala MS	E0700X1-5	88718	ELD 3	102073	4	26D2	22	9	6	7	6	0	17	27	88	17
426	Ocala MS	SC10006-4	88665	Science 6	102073	5	26D2	21	21	0	0	2	2	17	27	88	17
426	Ocala MS	M0100XX-4	88646	Math 6	102073	6	26D2	27	27	0	0	0	1	17	27	88	17
426	Ocala MS	SC10008-2	88673	Science 8	102086	1	26F2	22	0	0	22	2	0	23	27	140	18
426	Ocala MS	SC10008-4	88676	Science 8	102086	2	26F2	24	0	0	24	5	0	23	27	140	18
426	Ocala MS	SC10008-5	88677	Science 8	102086	3	26F2	27	0	0	27	1	0	23	27	140	18
426	Ocala MS	M0100XX-11	88657	Math 8	102086	4	26F2	24	0	0	24	1	0	23	27	140	18
426	Ocala MS	E0100XX-3	88620	Language Arts 6	102086	5	26F2	21	21	0	0	2	0	23	27	140	18
426	Ocala MS	M0100XX-13	88659	Math 8	102086	6	26F2	22	0	0	22	2	0	23	27	140	18
426	Ocala MS	SC10007-4	88670	Science 7	300051	1	26E8	26	0	26	0	4	0	25	29	127	19
426	Ocala MS	SC10007-3	88669	Science 7	300051	3	26E8	29	0	29	0	4	0	25	29	127	19
426	Ocala MS	SC10007-2	88668	Science 7	300051	4	26E8	22	0	22	0	1	0	25	29	127	19
426	Ocala MS	M0100XX-6	88650	Math 7	300051	5	26E8	21	0	21	0	1	0	25	29	127	19
426	Ocala MS	M0100XX-8	88653	Math 7	300051	6	26E8	29	0	29	0	3	0	25	29	127	19
426	Ocala MS	SS10007-2	88685	History Soc Sci 7	101343	1	26F3	24	0	24	0	4	0	24	28	121	20
426	Ocala MS	E0100XX-5	88624	Language Arts 7	101343	2	26F3	21	0	21	0	1	0	24	28	121	20
426	Ocala MS	SS10007-1	88684	History Soc Sci 7	101343	3	26F3	24	0	24	0	1	0	24	28	121	20
426	Ocala MS	E0100XX-7	88625	Language Arts 7	101343	4	26F3	24	0	24	0	2	0	24	28	121	20
426	Ocala MS	SS10007-3	88686	History Soc Sci 7	101343	6	26F3	28	0	28	0	6	0	24	28	121	20
426	Ocala MS	T0260XX-2	88722	Career Readiness	101317	1	26D3	20	20	0	0	0	0	25	31	127	21
426	Ocala MS	M0100XX-1	88641	Math 6	101317	3	26D3	25	25	0	0	2	1	25	31	127	21
426	Ocala MS	SC10006-1	88661	Science 6	101317	4	26D3	30	30	0	0	3	0	25	31	127	21
426	Ocala MS	M0100XX-2	88642	Math 6	101317	5	26D3	21	21	0	0	0	0	25	31	127	21
426	Ocala MS	SC10006-2	88662	Science 6	101317	6	26D3	31	31	0	0	5	0	25	31	127	21
426	Ocala MS	E0100XX-1	88617	Language Arts 6	102677	1	26D1	19	19	0	0	0	0	23	30	119	22
426	Ocala MS	SS10006-1	88678	History Soc Sci 6	102677	2	26D1	30	30	0	0	5	0	23	30	119	22

426	Ocala MS	E0100XX-2	88618	Language Arts 6	102677	3	26D1	18	19	0	0	0	0	23	30	119	22
426	Ocala MS	SS10006-2	88680	History Soc Sci 6	102677	4	26D1	29	29	0	0	3	1	23	30	119	22
426	Ocala MS	T0260XX-1	88721	Career Readiness	102677	5	26D1	22	22	0	0	4	1	23	30	119	22

BUILDING	SCHOOL	COURSE-SEC	section_key	DESCRIPTION	STAFF_ID	PERIOD	ROOM_ID	USED_SEATS	06	07	08	RS	SD	AvgClassSize	MaxClassSize	DuplicatedHeadCount	runningCount
428	Hubbard K-8 MS	P0100XX-2	91290	Physical Education	201487	1	H106	30	0	30	0	3	0	25	31	153	1
428	Hubbard K-8 MS	P0100XX-4	91292	Physical Education	201487	2	H106	26	0	0	26	2	0	25	31	153	1
428	Hubbard K-8 MS	P0100XX-5	91293	Physical Education	201487	3	H106	25	0	0	25	4	0	25	31	153	1
428	Hubbard K-8 MS	P0100XX-6	91294	Physical Education	201487	4	H106	21	21	0	0	1	1	25	31	153	1
428	Hubbard K-8 MS	P0100XX-8	91295	Physical Education	201487	5	H106	20	20	0	0	1	0	25	31	153	1
428	Hubbard K-8 MS	P0100XX-3	91291	Physical Education	201487	6	H106	31	0	31	0	2	0	25	31	153	1
428	Hubbard K-8 MS	Y0200XX-5	91306	Advisory	103166	1	H105	31	0	31	0	2	0	30	31	153	2
428	Hubbard K-8 MS	M0200XX-2	91313	Math 7	103166	2	H105	30	0	30	0	3	0	30	31	153	2
428	Hubbard K-8 MS	SC10007-4	91315	Science 7	103166	3	H105	30	0	30	0	3	0	30	31	153	2
428	Hubbard K-8 MS	M0200XX-3	91314	Math 7	103166	4	H105	31	0	31	0	2	0	30	31	153	2
428	Hubbard K-8 MS	SC10007-2	91316	Science 7	103166	5	H105	31	0	31	0	2	0	30	31	153	2
428	Hubbard K-8 MS	Y0200XX-3	91297	Advisory	300832	1	H101	21	21	0	0	1	1	20	21	103	3
428	Hubbard K-8 MS	E0100XX-3	91319	Language Arts	300832	2	H101	21	21	0	0	1	1	20	21	103	3
428	Hubbard K-8 MS	ES800S2-1	91317	ELD II/Soc Sci	300832	3	H101	21	21	0	0	1	1	20	21	103	3
428	Hubbard K-8 MS	E0100XX-4	91320	Language Arts	300832	4	H101	20	20	0	0	1	0	20	21	103	3
428	Hubbard K-8 MS	ES800S2-2	91318	ELD II/Soc Sci	300832	6	H101	20	20	0	0	1	0	20	21	103	3
428	Hubbard K-8 MS	Y0200XX-7	91308	Advisory	102358	1	H102	26	0	0	26	2	0	25	26	128	4
428	Hubbard K-8 MS	E0100XX-7	91327	Language Arts	102358	3	H102	26	0	0	26	2	0	25	26	128	4
428	Hubbard K-8 MS	ES800S2-5	91324	ELD II/Soc Sci	102358	4	H102	26	0	0	26	2	0	25	26	128	4
428	Hubbard K-8 MS	E0100XX-8	91328	Language Arts	102358	5	H102	25	0	0	25	4	0	25	26	128	4
428	Hubbard K-8 MS	ES800S2-6	91325	ELD II/Soc Sci	102358	6	H102	25	0	0	25	4	0	25	26	128	4
428	Hubbard K-8 MS	Y0200XX-8	91309	Advisory	300174	1	H103	25	0	0	25	4	0	25	26	127	5
428	Hubbard K-8 MS	M0300XR-2	91331	Math 8	300174	2	H103	25	0	0	25	4	0	25	26	127	5
428	Hubbard K-8 MS	SC10008-1	91330	Science 8	300174	4	H103	25	0	0	25	4	0	25	26	127	5
428	Hubbard K-8 MS	M0300XR-1	91329	Math 8	300174	5	H103	26	0	0	26	2	0	25	26	127	5
428	Hubbard K-8 MS	SC10008-2	91296	Science 8	300174	6	H103	26	0	0	26	2	0	25	26	127	5
428	Hubbard K-8 MS	E0100XX-6	91326	Language Arts	201202	2	H107	31	0	31	0	2	0	30	31	152	6
428	Hubbard K-8 MS	ES800S2-3	91322	ELD II/Soc Sci	201202	3	H107	31	0	31	0	2	0	30	31	152	6
428	Hubbard K-8 MS	ES800S2-4	91323	ELD II/Soc Sci	201202	4	H107	30	0	30	0	3	0	30	31	152	6
428	Hubbard K-8 MS	E0100XX-5	91321	Language Arts	201202	5	H107	30	0	30	0	3	0	30	31	152	6
428	Hubbard K-8 MS	Y0200XX-6	91307	Advisory	201202	6	H107	30	0	30	0	3	0	30	31	152	6
428	Hubbard K-8 MS	Y0200XX-4	91305	Advisory	103686	1	H100	20	20	0	0	1	0	20	21	102	7
428	Hubbard K-8 MS	M0100XX-1	91304	Math	103686	2	H100	20	20	0	0	1	0	20	21	102	7
428	Hubbard K-8 MS	SC10006-1	91310	Science 6	103686	3	H100	20	20	0	0	1	0	20	21	102	7
428	Hubbard K-8 MS	M0100XX-2	91311	Math	103686	5	H100	21	21	0	0	1	1	20	21	102	7
428	Hubbard K-8 MS	SC10006-2	91312	Science 6	103686	6	H100	21	21	0	0	1	1	20	21	102	7

BUILDING	SCHOOL	COURSE-SEC	section_key	DESCRIPTION	STAFF_ID	PERIOD	ROOM_ID	USED_SEATS	06	07	08	RS	SD	AvgClassSize	MaxClassSize	DuplicatedHeadCount	runningCount
432	Aptitud K-8 MS	X0301XS-2	88862	Basic Math	300796	1	N/A	10	7	3	0	8	2	10	12	41	1
432	Aptitud K-8 MS	X0202XR-1	88861	Basic Reading-R	300796	2	N/A	8	8	0	0	6	2	10	12	41	1
432	Aptitud K-8 MS	X0202XR-2	88865	Basic Reading	300796	3	N/A	12	0	5	7	11	1	10	12	41	1
432	Aptitud K-8 MS	X0301XS-4	88872	Basic Math-S	300796	4	N/A	11	1	3	7	10	1	10	12	41	1
432	Aptitud K-8 MS	SC10008-1	88820	Science 8	201438	1	32A1	28	0	0	28	5	1	24	28	122	2
432	Aptitud K-8 MS	SC10008-2	88822	Science 8	201438	2	N/A	27	0	0	27	4	0	24	28	122	2
432	Aptitud K-8 MS	M0300XR-1	88821	Math	201438	3	32A1	23	0	0	23	0	0	24	28	122	2
432	Aptitud K-8 MS	M0300XR-2	88823	Math	201438	4	32A2	25	0	0	25	3	0	24	28	122	2
432	Aptitud K-8 MS	Y0200XX-6	88824	Advisory	201438	6	N/A	19	4	15	0	1	1	24	28	122	2
432	Aptitud K-8 MS	SS10006-1	88797	History Soc Sci 6	103452	1	32A3	27	27	0	0	2	0	26	29	130	3
432	Aptitud K-8 MS	E0100XX-2	88801	Language Arts	103452	2	32A3	26	26	0	0	1	0	26	29	130	3
432	Aptitud K-8 MS	SS10006-2	88800	History Soc Sci 6	103452	4	32A3	29	29	0	0	4	2	26	29	130	3
432	Aptitud K-8 MS	E0100XX-1	88798	Language Arts	103452	5	32A3	23	23	0	0	0	0	26	29	130	3
432	Aptitud K-8 MS	Y0200XX-2	88818	Advisory	103452	6	32A3	25	8	13	4	4	7	26	29	130	3
432	Aptitud K-8 MS	SS10008-2	88830	History Soc Sci	200218	1	32A4	27	0	0	27	4	0	25	28	126	4
432	Aptitud K-8 MS	SS10008-1	88826	History Soc Sci	200218	2	32A4	28	0	0	28	5	1	25	28	126	4
432	Aptitud K-8 MS	E0100XX-6	88829	Language Arts	200218	3	32A4	25	0	0	25	3	0	25	28	126	4
432	Aptitud K-8 MS	E0100XX-5	88825	Language Arts	200218	4	32A4	23	0	0	23	0	0	25	28	126	4
432	Aptitud K-8 MS	Y0200XX-5	88833	Advisory	200218	5	32A4	23	0	0	23	3	0	25	28	126	4
432	Aptitud K-8 MS	M0100XX-1	88786	Math	109015	1	32A5	23	23	0	0	0	0	26	34	131	5
432	Aptitud K-8 MS	SC10006-2	88793	Science 6	109015	2	32A5	23	23	0	0	0	0	26	34	131	5
432	Aptitud K-8 MS	M0100XX-2	88790	Math	109015	3	32A5	27	27	0	0	2	0	26	34	131	5
432	Aptitud K-8 MS	SC10006-1	88789	Science 6	109015	5	32A5	34	34	0	0	7	2	26	34	131	5
432	Aptitud K-8 MS	Y0200XX-1	88794	Advisory/ ELD 3/4	109015	6	32A5	24	12	4	8	2	0	26	34	131	5
432	Aptitud K-8 MS	SS10007-1	88842	History Soc Sci	102318	1	32A6	24	0	24	0	3	0	19	24	98	6
432	Aptitud K-8 MS	E0100XX-4	88845	Language Arts	102318	3	32A6	21	0	21	0	3	0	19	24	98	6
432	Aptitud K-8 MS	SS10007-2	88846	History Soc Sci	102318	4	32A6	21	0	21	0	3	0	19	24	98	6
432	Aptitud K-8 MS	E0100XX-3	88844	Language Arts	102318	5	32A6	19	0	19	0	1	0	19	24	98	6
432	Aptitud K-8 MS	Y0200XX-6	88848	Advisory/ELD 2/3	102318	6	N/A	13	3	3	7	4	0	19	24	98	6
432	Aptitud K-8 MS	P0100XX-1	88802	Physical Education	300813	1	N/A	23	0	20	3	0	5	27	32	162	7
432	Aptitud K-8 MS	P0100XX-2	88804	Physical Education	300813	2	N/A	27	0	27	0	6	0	27	32	162	7
432	Aptitud K-8 MS	P0100XX-3	88805	Physical Education	300813	3	N/A	30	30	0	0	5	2	27	32	162	7
432	Aptitud K-8 MS	P0100XX-4	88806	Physical Education	300813	4	N/A	27	27	0	0	2	0	27	32	162	7
432	Aptitud K-8 MS	P0100XX-5	88809	Physical Education	300813	5	N/A	32	0	0	32	6	1	27	32	162	7
432	Aptitud K-8 MS	P0100XX-6	88810	Physical Education	300813	6	N/A	23	0	0	23	3	0	27	32	162	7
432	Aptitud K-8 MS	M0200XX-1	88834	Math 7	200778	2	32A1	18	0	18	0	0	0	22	27	111	8
432	Aptitud K-8 MS	SC10007-1	88838	Science	200778	3	32A1	19	0	19	0	1	0	22	27	111	8
432	Aptitud K-8 MS	M0200XX-4	88837	Math	200778	4	32A1	21	0	21	0	0	0	22	27	111	8
432	Aptitud K-8 MS	SC10007-2	88840	Science	200778	5	32A1	26	0	26	0	5	0	22	27	111	8
432	Aptitud K-8 MS	Y0200XX-7	88841	Advisory/ELD 1/2	200778	6	32A1	27	12	7	7	7	0	22	27	111	8
432	Aptitud K-8 MS	X0101XS-1	88849	Basic Lang Arts-S	300359	2	32A7	5	0	2	3	0	5	5	5	20	9
432	Aptitud K-8 MS	X0301XS-3	88850	Basic Math-S	300359	3	32A7	5	0	2	3	0	5	5	5	20	9
432	Aptitud K-8 MS	X0501XS-1	88853	Basic Soc Studies	300359	4	32A7	5	0	2	3	0	5	5	5	20	9
432	Aptitud K-8 MS	X0401XS-1	88854	Basic Science	300359	5	32A7	5	0	2	3	0	5	5	5	20	9
432	Aptitud K-8 MS	T0110XI-2	88858	Band Intermediate	300160	6	32P2	32	18	5	9	1	0	22	32	68	10

BUILDING	SCHOOL	COURSE-SEC	section_key	DESCRIPTION	STAFF_ID	PERIOD	ROOM_ID	USED_SEATS	06	07	08	RS	SD	AvgClassSize	MaxClassSize	DuplicatedHeadCount	runningCount
481	Adelante 1 K-8 MS	P0100XX-6	91462	Physical Education	102869	2	8125	23	0	23	0	1	0	23	23	115	1
481	Adelante 1 K-8 MS	E0100XX-3	91448	Language Arts	102869	3	8125	23	0	23	0	1	0	23	23	115	1
481	Adelante 1 K-8 MS	SS10007-1	91471	History Soc Sci 7	102869	4	8125	23	0	23	0	1	0	23	23	115	1
481	Adelante 1 K-8 MS	E0100XX-4	91449	Language Arts	102869	5	8125	23	0	23	0	2	0	23	23	115	1
481	Adelante 1 K-8 MS	SS10007-3	91472	History Soc Sci 7	102869	6	8125	23	0	23	0	2	0	23	23	115	1
481	Adelante 1 K-8 MS	E0100XX-5	91450	Language Arts	101186	1	8126	32	0	0	32	3	0	26	32	131	2
481	Adelante 1 K-8 MS	E0100XX-6	91451	Language Arts	101186	2	8126	20	0	0	20	0	0	26	32	131	2
481	Adelante 1 K-8 MS	P0100XX-3	88472	Physical Education	101186	3	8126	27	0	0	27	2	0	26	32	131	2
481	Adelante 1 K-8 MS	SS10008-3	91473	History Soc Sci 8	101186	5	8126	26	0	0	25	0	0	26	32	131	2
481	Adelante 1 K-8 MS	SS10008-4	91474	History Soc Sci 8	101186	6	8126	26	0	0	27	3	0	26	32	131	2
481	Adelante 1 K-8 MS	IlnRSP-2	91484	RSP	201088	2	81P4	2	0	0	1	1	0	2	2	2	3
481	Adelante 1 K-8 MS	M0100XX-2	91475	Math	201439	1	8121	28	28	0	0	2	0	28	29	142	4
481	Adelante 1 K-8 MS	SC10006-2	91464	Science 6	201439	2	8121	28	28	0	0	2	0	28	29	142	4
481	Adelante 1 K-8 MS	M0100XX-1	91452	Math	201439	3	8121	29	29	0	0	2	0	28	29	142	4
481	Adelante 1 K-8 MS	SC10006-1	91463	Science 6	201439	4	8121	29	29	0	0	2	0	28	29	142	4
481	Adelante 1 K-8 MS	P0100XX-5	91461	Physical Education	201439	6	8121	28	28	0	0	2	0	28	29	142	4
481	Adelante 1 K-8 MS	E0100XX-2	91447	Language Arts	109442	1	8124	29	29	0	0	2	0	28	29	143	5
481	Adelante 1 K-8 MS	SS10006-2	91469	History Soc Sci 6	109442	2	8124	29	29	0	0	2	0	28	29	143	5
481	Adelante 1 K-8 MS	E0100XX-1	91446	Language Arts	109442	3	8124	28	28	0	0	2	0	28	29	143	5
481	Adelante 1 K-8 MS	SS10006-4	91470	History Soc Sci 6	109442	4	8124	28	28	0	0	2	0	28	29	143	5
481	Adelante 1 K-8 MS	P0100XX-2	91458	Physical Education	109442	5	8124	29	29	0	0	2	0	28	29	143	5
481	Adelante 1 K-8 MS	T0110XX-1	91482	Concert Band	300469	0	81STC	23	8	6	8	1	5	23	23	23	6
481	Adelante 1 K-8 MS	P0100XX-4	91460	Physical Education	109404	1	8122	23	0	23	0	2	0	23	23	115	7
481	Adelante 1 K-8 MS	M0200XX-1	91453	Math 7	109404	3	8122	23	0	23	0	2	0	23	23	115	7
481	Adelante 1 K-8 MS	SC10007-1	91465	Science 7	109404	4	8122	23	0	23	0	2	0	23	23	115	7
481	Adelante 1 K-8 MS	M0200XX-2	91454	Math 7	109404	5	8122	23	0	23	0	1	0	23	23	115	7
481	Adelante 1 K-8 MS	SC10007-2	91466	Science 7	109404	6	8122	23	0	23	0	1	0	23	23	115	7
481	Adelante 1 K-8 MS	T0275XX-1	91476	Spanish	201500	1	81P9	23	0	23	0	1	0	25	29	153	8
481	Adelante 1 K-8 MS	T0275XX-2	91477	Spanish	201500	2	81P9	23	0	23	0	2	0	25	29	153	8
481	Adelante 1 K-8 MS	T0275XX-6	91481	Spanish	201500	3	81P9	25	0	0	25	1	0	25	29	153	8
481	Adelante 1 K-8 MS	T0275XX-5	91480	Spanish	201500	4	81P9	25	0	0	25	0	0	25	29	153	8
481	Adelante 1 K-8 MS	T0275XX-3	91478	Spanish	201500	5	81P9	28	28	0	0	2	0	25	29	153	8
481	Adelante 1 K-8 MS	T0275XX-4	91479	Spanish	201500	6	81P9	29	29	0	0	2	0	25	29	153	8
481	Adelante 1 K-8 MS	M0300HS-1	91455	Math HS Integrated I	300878	1	8123	20	0	0	20	0	0	25	32	129	9
481	Adelante 1 K-8 MS	M0300XR-2	91456	Math 8	300878	2	8123	32	0	0	32	3	0	25	32	129	9
481	Adelante 1 K-8 MS	P0100XX-1	91457	Physical Education	300878	4	8123	25	0	0	25	1	0	25	32	129	9
481	Adelante 1 K-8 MS	SC10008-1	91467	Science 8	300878	5	8123	26	0	0	27	3	0	25	32	129	9
481	Adelante 1 K-8 MS	SC10008-2	91468	Science 8	300878	6	8123	26	0	0	25	0	0	25	32	129	9

BUILDING	SCHOOL	COURSE-SEC	section_key	DESCRIPTION	STAFF_ID	PERIOD	ROOM_ID	USED_SEATS	06	07	08	RS	SD	AvgClassSize	MaxClassSize	DuplicatedHeadCount	runningCount
483	Adelante 2 K-8 MS	E0100XX-4	88604	Language Arts 8	101008	1	82OP3	15	0	0	15	0	0	19	28	116	1
483	Adelante 2 K-8 MS	M0200XX-1	88605	Math 7	101008	2	82OP3	28	0	28	0	1	0	19	28	116	1
483	Adelante 2 K-8 MS	M0300XR-1	88606	Math 8	101008	3	82OP3	15	0	0	15	0	0	19	28	116	1
483	Adelante 2 K-8 MS	SC10007-1	88608	Science 7	101008	4	82OP3	28	0	28	0	1	0	19	28	116	1
483	Adelante 2 K-8 MS	SC10008-1	88609	Science 8	101008	5	82OP3	15	0	0	15	0	0	19	28	116	1
483	Adelante 2 K-8 MS	P0100XX-4	88610	Physical Education	101008	6	82OP3	15	0	0	15	0	0	19	28	116	1
483	Adelante 2 K-8 MS	T0275XX-2	88588	Spanish 6	300618	1	83OP5	22	22	0	0	0	0	22	24	136	2
483	Adelante 2 K-8 MS	T0275XX-1	88580	Spanish 6	300618	2	83OP5	24	24	0	0	0	0	22	24	136	2
483	Adelante 2 K-8 MS	SS10006-2	88589	History Soc Sci 6	300618	3	83OP5	22	22	0	0	0	0	22	24	136	2
483	Adelante 2 K-8 MS	P0100XX-2	88590	Physical Education	300618	4	83OP5	22	22	0	0	0	0	22	24	136	2
483	Adelante 2 K-8 MS	SS10006-1	88585	History Soc Sci 6	300618	5	83OP5	24	24	0	0	0	0	22	24	136	2
483	Adelante 2 K-8 MS	M0100XX-2	88593	Math 6	300618	6	83OP5	22	22	0	0	0	0	22	24	136	2
483	Adelante 2 K-8 MS	T0275XX-3	88594	Spanish 7	300303	1	82OP4	28	0	28	0	1	0	23	28	142	3
483	Adelante 2 K-8 MS	T0275XX-4	88596	Spanish 8	300303	2	82OP4	15	0	0	15	0	0	23	28	142	3
483	Adelante 2 K-8 MS	E0100XX-3	88597	Language Arts 7	300303	3	82OP4	28	0	28	0	1	0	23	28	142	3
483	Adelante 2 K-8 MS	SS10008-1	88602	History Soc Sci 8	300303	4	82OP4	15	0	0	15	0	0	23	28	142	3
483	Adelante 2 K-8 MS	P0100XX-3	88600	Physical Education	300303	5	82OP4	28	0	28	0	1	0	23	28	142	3
483	Adelante 2 K-8 MS	SS10007-1	88598	History Soc Sci 7	300303	6	82OP4	28	0	28	0	1	0	23	28	142	3
483	Adelante 2 K-8 MS	E0100XX-1	88577	Language Arts 6	300035	1	82OP6	24	24	0	0	0	0	23	24	140	4
483	Adelante 2 K-8 MS	E0100XX-2	88578	Language Arts 6	300035	2	82OP6	22	22	0	0	0	0	23	24	140	4
483	Adelante 2 K-8 MS	P0100XX-1	88584	Physical Education	300035	3	82OP6	24	24	0	0	0	0	23	24	140	4
483	Adelante 2 K-8 MS	SC10006-1	88582	Science 6	300035	4	82OP6	24	24	0	0	0	0	23	24	140	4
483	Adelante 2 K-8 MS	SC10006-2	88592	Science 6	300035	5	82OP6	22	22	0	0	0	0	23	24	140	4
483	Adelante 2 K-8 MS	M0100XX-1	88581	Math 6	300035	6	82OP6	24	24	0	0	0	0	23	24	140	4
483	Adelante 2 K-8 MS	T0110XI-1	88611	Band Intermediate	300588	0	N/A	1	0	1	0	0	0	1	1	1	5

BUILDING	SCHOOL	COURSE-SEC	section_key	DESCRIPTION	STAFF_ID	PERIOD	ROOM_ID	USED_SEATS	06	07	08	RS	SD	AvgClassSize	MaxClassSize	DuplicatedHeadCount	runningCount
490	Renaissance 1 MS	E0700X1-3	88586	ELD 1	101577	1	B35	21	4	8	9	0	0	16	21	97	1
490	Renaissance 1 MS	ES800S1-1	91420	ELD I/Soc Sci	101577	2	B35	11	4	4	3	4	0	16	21	97	1
490	Renaissance 1 MS	ES800S2-1	91429	ELD II/Soc Sci	101577	3	B35	10	9	0	1	0	0	16	21	97	1
490	Renaissance 1 MS	ES800S1-2	91421	ELD I/Soc Sci	101577	4	B35	18	8	6	4	0	0	16	21	97	1
490	Renaissance 1 MS	ES800S1-3	91422	ELD I/Soc Sci	101577	5	B35	17	9	5	3	7	1	16	21	97	1
490	Renaissance 1 MS	ES800S1-4	91423	ELD I/Soc Sci	101577	6	B35	20	3	6	11	7	1	16	21	97	1
490	Renaissance 1 MS	X0102XR-3	91425	Basic Lang Arts-R	201153	2	B43	7	0	0	7	7	0	7	8	21	2
490	Renaissance 1 MS	X0302XR-4	88878	Basic Math-R	201153	3	B43	6	0	1	5	6	0	7	8	21	2
490	Renaissance 1 MS	X0302XR-3	91427	Basic Math-R	201153	4	B43	8	1	4	3	7	0	7	8	21	2
490	Renaissance 1 MS	P0100XX-4	91440	Physical Education	102452	2	PE	17	17	0	0	3	1	23	33	95	3
490	Renaissance 1 MS	P0100XX-3	91439	Physical Education	102452	3	PE	18	17	1	0	3	6	23	33	95	3
490	Renaissance 1 MS	P0100XX-1	91438	Physical Education	102452	5	PE	27	27	0	0	1	2	23	33	95	3
490	Renaissance 1 MS	P0100XX-2	91430	Physical Education	102452	6	PE	33	33	0	0	4	1	23	33	95	3
490	Renaissance 1 MS	P0100XX-8	91436	Physical Education	102151	2	PE	34	0	34	0	4	0	31	35	127	4
490	Renaissance 1 MS	P0100XX-7	91435	Physical Education	102151	3	PE	33	0	33	0	4	3	31	35	127	4
490	Renaissance 1 MS	P0100XX-5	91437	Physical Education	102151	5	PE	25	0	25	0	0	0	31	35	127	4
490	Renaissance 1 MS	P0100XX-6	91434	Physical Education	102151	6	PE	35	0	35	0	3	2	31	35	127	4
490	Renaissance 1 MS	Y0200XX-8	91342	Advisory	300304	1	C53	30	0	30	0	4	0	30	33	152	5
490	Renaissance 1 MS	I0940XX-1	91359	STEAM	300304	3	C53	25	0	25	0	0	0	30	33	152	5
490	Renaissance 1 MS	I0940XX-2	91360	STEAM	300304	4	C53	31	0	31	0	1	0	30	33	152	5
490	Renaissance 1 MS	I0940XX-3	91361	STEAM	300304	5	C53	33	0	33	0	5	0	30	33	152	5
490	Renaissance 1 MS	I0940XX-4	91362	STEAM	300304	6	C53	33	0	33	0	4	0	30	33	152	5
490	Renaissance 1 MS	Y0200XX-6	91340	Advisory	300260	1	D74	28	0	28	0	2	0	28	31	144	6
490	Renaissance 1 MS	M0200XX-1	91375	Math 7	300260	2	D74	26	0	26	0	0	0	28	31	144	6
490	Renaissance 1 MS	M0200XX-4	91378	Math 7	300260	3	D74	30	0	30	0	1	0	28	31	144	6
490	Renaissance 1 MS	M0200XX-3	91377	Math 7	300260	4	D74	29	0	29	0	3	0	28	31	144	6
490	Renaissance 1 MS	M0200XX-2	91376	Math 7	300260	5	D74	31	0	31	0	1	0	28	31	144	6
490	Renaissance 1 MS	X0102XR-1	91411	Basic Lang Arts-R	201809	2	A14	9	5	3	1	4	5	8	10	26	7
490	Renaissance 1 MS	X0102XR-4	91428	Basic Lang Arts-R	201809	3	A14	7	7	0	0	5	1	8	10	26	7
490	Renaissance 1 MS	X0302XR-1	91410	Basic Math-R	201809	4	A14	10	6	2	2	4	6	8	10	26	7
490	Renaissance 1 MS	Y0200XX-3	91337	Advisory	102483	1	Art	17	17	0	0	1	0	13	18	69	8
490	Renaissance 1 MS	T0500XX-2	91368	Art	102483	2	Art	12	11	1	0	1	7	13	18	69	8
490	Renaissance 1 MS	T0500XX-1	91367	Art	102483	4	Art	18	14	3	1	1	4	13	18	69	8
490	Renaissance 1 MS	T0500XX-4	91370	Art	102483	5	Art	13	11	1	1	2	3	13	18	69	8
490	Renaissance 1 MS	T0500XX-3	91369	Art	102483	6	Art	9	8	1	0	1	2	13	18	69	8
490	Renaissance 1 MS	E0700X1-2	91409	ELD 1	300115	1	D75	2	0	2	0	1	1	4	6	22	9
490	Renaissance 1 MS	Y0200XX-14	91431	Advisory	300115	1	D75	4	1	2	1	0	4	4	6	22	9
490	Renaissance 1 MS	X0101XS-2	91380	Basic Lang Arts-S	300115	2	D75	5	1	3	1	1	4	4	6	22	9
490	Renaissance 1 MS	X0301XS-2	91382	Basic Math-S	300115	3	D75	5	1	3	1	1	4	4	6	22	9
490	Renaissance 1 MS	X0402XS-2	91433	Basic Science/Social Studies-S	300115	5	D75	6	1	4	1	1	5	4	6	22	9
490	Renaissance 1 MS	Y0200XX-1	91335	Advisory	300113	1	C52	21	21	0	0	1	2	18	21	91	10
490	Renaissance 1 MS	E0100XX-3	91345	Language Arts	300113	2	C52	15	15	0	0	0	0	18	21	91	10
490	Renaissance 1 MS	E0100XX-2	91344	Language Arts	300113	3	C52	18	18	0	0	0	0	18	21	91	10
490	Renaissance 1 MS	E0100XX-4	91346	Language Arts	300113	4	C52	16	16	0	0	1	0	18	21	91	10
490	Renaissance 1 MS	E0100XX-1	91343	Language Arts	300113	6	C52	21	21	0	0	0	0	18	21	91	10
490	Renaissance 1 MS	Y0200XX-12	91407	Advisory	300238	1	A12	32	0	0	32	6	0	31	32	157	11
490	Renaissance 1 MS	SC10008-1	91392	Science 8	300238	3	A12	30	0	0	30	3	0	31	32	157	11
490	Renaissance 1 MS	SC10008-2	91393	Science 8	300238	4	A12	31	0	0	31	5	0	31	32	157	11
490	Renaissance 1 MS	SC10008-3	91395	Science 8	300238	5	A12	32	0	0	32	6	0	31	32	157	11
490	Renaissance 1 MS	SC10008-4	91396	Science 8	300238	6	A12	32	0	0	32	6	0	31	32	157	11
490	Renaissance 1 MS	X0102XR-2	91424	Basic Lang Arts-R	300519	2	A13	7	3	3	1	6	1	7	8	22	12
490	Renaissance 1 MS	X0102XR-5	91443	Basic Lang Arts-R	300519	3	13	7	2	4	1	5	0	7	8	22	12
490	Renaissance 1 MS	X0302XR-2	91426	Basic Math-R	300519	4	A13	8	6	1	1	5	1	7	8	22	12
490	Renaissance 1 MS	E0700X1-1	91408	ELD 1	109032	1	D84	3	2	0	1	1	2	7	11	36	13
490	Renaissance 1 MS	Y0200XX-13	91383	Advisory	109032	1	D84	8	6	2	0	0	8	7	11	36	13
490	Renaissance 1 MS	X0301XS-1	91381	Basic Math-S	109032	4	D84	7	6	1	0	0	7	7	11	36	13

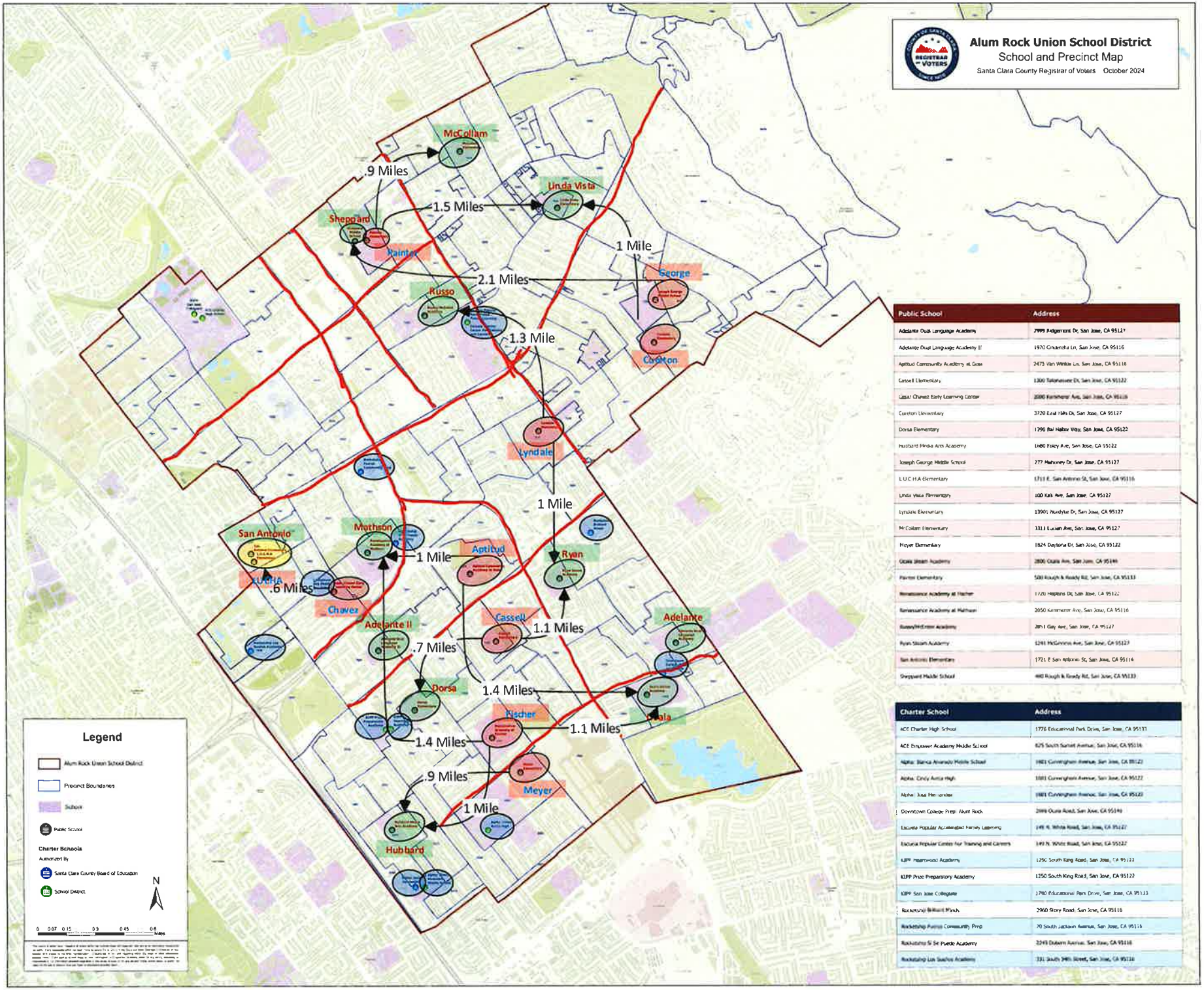
490	Renaissance 1 MS	X0101XS-1	91379	Basic Lang Arts-S	109032	5	D84	7	6	1	0	0	7	7	11	36	13
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490	Renaissance 1 MS	P0100XX-12	91353	Physical Education	300599	2	PE	30	0	0	30	4	0	31	33	127	14
490	Renaissance 1 MS	P0100XX-11	91354	Physical Education	300599	3	PE	33	0	0	33	7	0	31	33	127	14
490	Renaissance 1 MS	P0100XX-9	91351	Physical Education	300599	5	PE	33	0	0	33	6	0	31	33	127	14
490	Renaissance 1 MS	P0100XX-10	91352	Physical Education	300599	6	PE	31	0	0	31	4	1	31	33	127	14
490	Renaissance 1 MS	Y0200XX-2	91336	Advisory	103714	1	B41	16	16	0	0	4	0	18	21	90	15
490	Renaissance 1 MS	M0100XX-1	91371	Math	103714	2	B41	21	21	0	0	0	0	18	21	90	15
490	Renaissance 1 MS	M0100XX-4	91374	Math	103714	3	B41	16	16	0	0	1	0	18	21	90	15
490	Renaissance 1 MS	M0100XX-3	91373	Math	103714	4	B41	16	16	0	0	1	0	18	21	90	15
490	Renaissance 1 MS	M0100XX-2	91372	Math	103714	5	B41	21	21	0	0	3	0	18	21	90	15
490	Renaissance 1 MS	Y0200XX-10	91405	Advisory	300027	1	D72	30	0	0	30	4	0	29	30	145	16
490	Renaissance 1 MS	M0300XR-1	91386	Math 8	300027	2	D72	29	0	0	29	2	0	29	30	145	16
490	Renaissance 1 MS	M0300XR-4	91391	Math 8	300027	3	D72	28	0	0	28	2	0	29	30	145	16
490	Renaissance 1 MS	M0300XR-3	91390	Math 8	300027	4	D72	29	0	0	29	3	0	29	30	145	16
490	Renaissance 1 MS	M0300XR-2	91389	Math 8	300027	5	D72	29	0	0	29	3	0	29	30	145	16
490	Renaissance 1 MS	E0700X2-2	91415	ELD 2	300028	1	D82	19	0	0	19	5	0	24	32	144	17
490	Renaissance 1 MS	Y0200XX-9	91404	Advisory	300028	1	D82	5	0	0	5	0	0	24	32	144	17
490	Renaissance 1 MS	T0960XX-3	91402	Ethnic Studies	300028	2	D82	29	0	0	29	2	0	24	32	144	17
490	Renaissance 1 MS	T0960XX-2	91400	Ethnic Studies	300028	3	D82	28	0	0	28	3	0	24	32	144	17
490	Renaissance 1 MS	T0960XX-4	91403	Ethnic Studies	300028	4	D82	31	0	0	31	5	0	24	32	144	17
490	Renaissance 1 MS	T0960XX-1	91398	Ethnic Studies	300028	6	D82	32	0	0	32	5	0	24	32	144	17
490	Renaissance 1 MS	Y0200XX-7	91341	Advisory	300824	1	C54	29	0	29	0	3	0	26	29	130	18
490	Renaissance 1 MS	SS10007-2	91364	History Soc Sci 7	300824	2	C54	28	0	28	0	2	0	26	29	130	18
490	Renaissance 1 MS	SS10007-1	91363	History Soc Sci 7	300824	4	C54	20	0	20	0	0	0	26	29	130	18
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490	Renaissance 1 MS	SS10007-3	91365	History Soc Sci 7	300824	6	C54	25	0	25	0	2	0	26	29	130	18
490	Renaissance 1 MS	Y0200XX-11	91406	Advisory	102092	1	A24	26	0	0	26	5	0	25	28	125	19
490	Renaissance 1 MS	SS10008-2	91397	History Soc Sci 8	102092	2	A24	26	0	0	26	2	0	25	28	125	19
490	Renaissance 1 MS	SS10008-1	91394	History Soc Sci 8	102092	4	A24	25	0	0	25	2	0	25	28	125	19
490	Renaissance 1 MS	SS10008-4	91401	History Soc Sci 8	102092	5	A24	28	0	0	28	3	0	25	28	125	19
490	Renaissance 1 MS	SS10008-3	91399	History Soc Sci 8	102092	6	A24	20	0	0	20	2	0	25	28	125	19
490	Renaissance 1 MS	Y0200XX-4	91338	Advisory	300570	1	G1	20	20	0	0	5	1	21	24	105	20
490	Renaissance 1 MS	SC10006-1	91355	Science 6	300570	3	G1	24	24	0	0	1	2	21	24	105	20
490	Renaissance 1 MS	SC10006-2	91356	Science 6	300570	4	G1	21	21	0	0	3	0	21	24	105	20
490	Renaissance 1 MS	SC10006-3	91357	Science 6	300570	5	G1	19	19	0	0	3	0	21	24	105	20
490	Renaissance 1 MS	SC10006-4	91358	Science 6	300570	6	G1	21	21	0	0	4	1	21	24	105	20
490	Renaissance 1 MS	T0120XA-1	91441	Band Advance	300160	1	BAND	19	0	15	4	0	0	22	32	68	21
490	Renaissance 1 MS	T0110XI-1	88573	Band Intermediate	300160	2	BAND	17	17	0	0	1	0	22	32	68	21
490	Renaissance 1 MS	E0700X2-1	91412	ELD 2	300518	1	C55	17	7	10	0	1	0	22	31	133	22
490	Renaissance 1 MS	Y0200XX-5	91339	Advisory	300518	1	C55	2	0	2	0	0	0	22	31	133	22
490	Renaissance 1 MS	E0100XX-7	91349	Language Arts	300518	2	C55	26	0	26	0	0	0	22	31	133	22
490	Renaissance 1 MS	E0100XX-6	91348	Language Arts	300518	3	C55	31	0	31	0	1	0	22	31	133	22
490	Renaissance 1 MS	E0100XX-8	91350	Language Arts	300518	4	C55	31	0	31	0	2	0	22	31	133	22
490	Renaissance 1 MS	E0100XX-5	91347	Language Arts	300518	6	C55	26	0	26	0	0	0	22	31	133	22

BUILDING	SCHOOL	COURSE-SEC	section_key	DESCRIPTION	STAFF_ID	PERIOD	ROOM_ID	USED_SEATS	06	07	08	RS	SD	AvgClassSize	MaxClassSize	DuplicatedHeadCount	runningCount
491	Renaissance 2 MS	Y0200XX-4	88496	Advisory	300523	1	N/A	28	28	0	0	6	3	26	29	133	1
491	Renaissance 2 MS	SC10006-1	88485	Science 6	300523	3	N/A	29	29	0	0	0	0	26	29	133	1
491	Renaissance 2 MS	SC10006-2	88486	Science 6	300523	4	N/A	26	26	0	0	0	0	26	29	133	1
491	Renaissance 2 MS	SC10006-3	88487	Science 6	300523	5	N/A	24	24	0	0	5	0	26	29	133	1
491	Renaissance 2 MS	SC10006-4	88488	Science 6	300523	6	N/A	26	26	0	0	6	1	26	29	133	1
491	Renaissance 2 MS	X0302XR-1	88555	Basic Math-R	300059	3	N/A	7	4	2	1	6	1	8	9	16	2
491	Renaissance 2 MS	X0102XR-1	88552	Basic Lang Arts-R	300059	4	N/A	9	8	1	0	3	6	8	9	16	2
491	Renaissance 2 MS	X0501XS-2	88551	Basic Soc Studies-S	201078	2	N/A	8	4	3	1	4	4	8	8	24	3
491	Renaissance 2 MS	X0302XR-3	88557	Basic Math-R	201078	3	N/A	8	6	2	0	4	4	8	8	24	3
491	Renaissance 2 MS	X0102XR-3	88554	Basic Lang Arts-R	201078	4	N/A	8	0	1	7	8	0	8	8	24	3
491	Renaissance 2 MS	X0302XR-2	88556	Basic Math-R	201825	3	N/A	10	1	4	5	9	1	9	10	29	4
491	Renaissance 2 MS	X0102XR-2	88553	Basic Lang Arts-R	201825	4	N/A	10	4	6	0	10	0	9	10	29	4
491	Renaissance 2 MS	X0401XS-2	88550	Basic Science-S	201825	6	N/A	9	5	3	1	4	5	9	10	29	4
491	Renaissance 2 MS	Y0200XX-6	88518	Advisory	300106	1	N/A	20	0	20	0	0	0	25	31	125	5
491	Renaissance 2 MS	P0100XX-5	88513	Physical Education	300106	2	N/A	25	0	25	0	0	0	25	31	125	5
491	Renaissance 2 MS	P0100XX-6	88514	Physical Education	300106	3	N/A	20	0	20	0	0	0	25	31	125	5
491	Renaissance 2 MS	P0100XX-7	88515	Physical Education	300106	4	N/A	29	0	29	0	0	0	25	31	125	5
491	Renaissance 2 MS	P0100XX-8	88516	Physical Education	300106	5	N/A	31	0	31	0	10	0	25	31	125	5
491	Renaissance 2 MS	Y0200XX-5	88517	Advisory	300395	1	N/A	28	0	28	0	3	0	25	29	125	6
491	Renaissance 2 MS	E0100XX-5	88497	Language Arts	300395	2	N/A	20	0	20	0	0	0	25	29	125	6
491	Renaissance 2 MS	E0100XX-6	88498	Language Arts	300395	3	N/A	29	0	29	0	0	0	25	29	125	6
491	Renaissance 2 MS	E0100XX-7	88499	Language Arts	300395	4	N/A	23	0	23	0	2	0	25	29	125	6
491	Renaissance 2 MS	E0100XX-8	88500	Language Arts	300395	6	N/A	25	0	25	0	0	0	25	29	125	6
491	Renaissance 2 MS	E0700X1-2	88559	ELD 1	200690	2	N/A	41	12	20	9	15	1	28	41	115	7
491	Renaissance 2 MS	E0700X1-3	88561	ELD 1	200690	4	N/A	35	12	14	9	0	0	28	41	115	7
491	Renaissance 2 MS	E0700X3-1	88563	ELD 3	200690	5	N/A	16	10	3	4	0	0	28	41	115	7
491	Renaissance 2 MS	E0700X2-1	88562	ELD 2	200690	6	N/A	23	7	7	9	4	0	28	41	115	7
491	Renaissance 2 MS	Y0200XX-7	88519	Advisory	300594	1	N/A	29	0	29	0	0	0	17	29	87	8
491	Renaissance 2 MS	SS10007-1	88505	History Soc Sci 7	300594	2	N/A	8	0	8	0	0	0	17	29	87	8
491	Renaissance 2 MS	SS10007-2	88506	History Soc Sci 7	300594	4	N/A	11	0	11	0	0	0	17	29	87	8
491	Renaissance 2 MS	SS10007-3	88507	History Soc Sci 7	300594	5	N/A	17	0	17	0	0	0	17	29	87	8
491	Renaissance 2 MS	SS10007-4	88508	History Soc Sci 7	300594	6	N/A	22	0	22	0	0	0	17	29	87	8
491	Renaissance 2 MS	M0300XR-1	88525	Math 8	200341	2	N/A	25	0	0	25	5	0	24	26	98	9
491	Renaissance 2 MS	M0300XR-2	88526	Math 8	200341	3	N/A	21	0	0	21	2	0	24	26	98	9
491	Renaissance 2 MS	M0300XR-3	88527	Math 8	200341	5	N/A	26	0	0	26	0	0	24	26	98	9
491	Renaissance 2 MS	M0300XR-4	88528	Math 8	200341	6	N/A	26	0	0	27	0	0	24	26	98	9
491	Renaissance 2 MS	Y0200XX-13	88545	Advisory	300203	1	N/A	8	1	3	4	0	8	8	8	40	10
491	Renaissance 2 MS	X0101XS-1	88546	Basic Lang Arts-S	300203	2	N/A	8	1	3	4	0	8	8	8	40	10
491	Renaissance 2 MS	X0301XS-1	88547	Basic Math-S	300203	3	N/A	8	1	3	4	0	8	8	8	40	10
491	Renaissance 2 MS	X0501XS-1	88548	Basic Soc Studies-S	300203	4	N/A	8	1	3	4	0	8	8	8	40	10
491	Renaissance 2 MS	X0401XS-1	88549	Basic Science-S	300203	6	N/A	8	1	3	4	0	8	8	8	40	10
491	Renaissance 2 MS	Y0200XX-2	88494	Advisory	300831	1	N/A	26	26	0	0	0	0	25	29	125	11
491	Renaissance 2 MS	M0100XX-1	88477	Math	300831	2	N/A	24	24	0	0	5	0	25	29	125	11
491	Renaissance 2 MS	M0100XX-2	88478	Math	300831	3	N/A	20	20	0	0	1	0	25	29	125	11
491	Renaissance 2 MS	M0100XX-3	88479	Math	300831	5	N/A	29	29	0	0	0	0	25	29	125	11
491	Renaissance 2 MS	M0100XX-4	88480	Math	300831	6	N/A	26	26	0	0	0	0	25	29	125	11
491	Renaissance 2 MS	M0200XX-1	88501	Math 7	300396	2	N/A	29	0	29	0	0	0	24	29	97	12
491	Renaissance 2 MS	M0200XX-2	88502	Math 7	300396	3	N/A	23	0	23	0	2	0	24	29	97	12
491	Renaissance 2 MS	M0200XX-3	88503	Math 7	300396	5	N/A	25	0	25	0	0	0	24	29	97	12
491	Renaissance 2 MS	M0200XX-4	88504	Math 7	300396	6	N/A	20	0	20	0	0	0	24	29	97	12
491	Renaissance 2 MS	Y0200XX-3	88495	Advisory	300537	1	N/A	27	27	0	0	5	3	18	27	92	13
491	Renaissance 2 MS	SS10006-1	88481	History Soc Sci 6	300537	2	N/A	15	15	0	0	1	1	18	27	92	13
491	Renaissance 2 MS	SS10006-2	88482	History Soc Sci 6	300537	4	N/A	17	17	0	0	0	0	18	27	92	13

491	Renaissance 2 MS	SS10006-3	88483	History Soc Sci 6	300537	5	N/A	16	16	0	0	0	0	18	27	92	13
491	Renaissance 2 MS	SS10006-4	88484	History Soc Sci 6	300537	6	N/A	17	17	0	0	3	0	18	27	92	13
491	Renaissance 2 MS	Y0200XX-6	88520	Advisory	300815	1	N/A	28	0	28	0	7	0	28	29	130	14
491	Renaissance 2 MS	SC10007-1	88509	Science 7	300815	3	N/A	25	0	25	0	0	0	28	29	130	14
491	Renaissance 2 MS	SC10007-2	88510	Science 7	300815	4	N/A	20	0	20	0	0	0	28	29	130	14
491	Renaissance 2 MS	SC10007-3	88511	Science 7	300815	5	N/A	29	0	29	0	0	0	28	29	130	14
491	Renaissance 2 MS	SC10007-4	88512	Science 7	300815	6	N/A	28	0	28	0	7	0	28	29	130	14
491	Renaissance 2 MS	Y0200XX-1	88493	Advisory	201934	1	N/A	29	29	0	0	0	0	25	29	127	15
491	Renaissance 2 MS	E0100XX-1	88473	Language Arts	201934	2	N/A	26	26	0	0	0	0	25	29	127	15
491	Renaissance 2 MS	E0100XX-2	88474	Language Arts	201934	3	N/A	24	24	0	0	5	0	25	29	127	15
491	Renaissance 2 MS	E0100XX-3	88475	Language Arts	201934	4	N/A	19	19	0	0	0	0	25	29	127	15
491	Renaissance 2 MS	E0100XX-4	88476	Language Arts	201934	6	N/A	29	29	0	0	0	0	25	29	127	15
491	Renaissance 2 MS	Y0200XX-9	88541	Advisory	300789	1	N/A	26	0	0	26	0	0	24	26	123	16
491	Renaissance 2 MS	T0980XX-1	88521	Ethnic Studies	300789	2	N/A	26	0	0	27	0	0	24	26	123	16
491	Renaissance 2 MS	T0980XX-2	88522	Ethnic Studies	300789	3	N/A	25	0	0	25	5	0	24	26	123	16
491	Renaissance 2 MS	T0980XX-3	88523	Ethnic Studies	300789	4	N/A	20	0	0	20	1	0	24	26	123	16
491	Renaissance 2 MS	T0980XX-4	88524	Ethnic Studies	300789	6	N/A	25	0	0	25	0	0	24	26	123	16
491	Renaissance 2 MS	Y0200XX-11	88543	Advisory	201449	1	N/A	26	0	0	26	6	0	19	26	99	17
491	Renaissance 2 MS	SS10008-1	88529	History Soc Sci 8	201449	2	N/A	17	0	0	17	4	0	19	26	99	17
491	Renaissance 2 MS	SS10008-2	88530	History Soc Sci 8	201449	4	N/A	17	0	0	17	0	0	19	26	99	17
491	Renaissance 2 MS	SS10008-3	88531	History Soc Sci 8	201449	5	N/A	23	0	0	23	0	0	19	26	99	17
491	Renaissance 2 MS	SS10008-4	88532	History Soc Sci 8	201449	6	N/A	16	0	0	16	3	0	19	26	99	17
491	Renaissance 2 MS	Y0200XX-10	88542	Advisory	300373	1	N/A	26	0	0	27	0	0	27	34	137	18
491	Renaissance 2 MS	P0100XX-9	88537	Physical Education	300373	2	N/A	26	0	0	26	0	0	27	34	137	18
491	Renaissance 2 MS	P0100XX-10	88538	Physical Education	300373	3	N/A	26	0	0	27	0	0	27	34	137	18
491	Renaissance 2 MS	P0100XX-11	88539	Physical Education	300373	4	N/A	25	0	0	25	5	0	27	34	137	18
491	Renaissance 2 MS	P0100XX-12	88540	Physical Education	300373	5	N/A	34	1	3	30	7	8	27	34	137	18
491	Renaissance 2 MS	P0100XX-1	88489	Physical Education	300536	2	N/A	29	29	0	0	0	0	27	31	110	19
491	Renaissance 2 MS	P0100XX-2	88490	Physical Education	300536	3	N/A	26	26	0	0	0	0	27	31	110	19
491	Renaissance 2 MS	P0100XX-3	88491	Physical Education	300536	4	N/A	24	24	0	0	5	0	27	31	110	19
491	Renaissance 2 MS	P0100XX-4	88492	Physical Education	300536	5	N/A	31	31	0	0	6	6	27	31	110	19
491	Renaissance 2 MS	Y0200XX-12	88544	Advisory	201636	1	N/A	26	0	0	26	7	0	25	26	128	20
491	Renaissance 2 MS	SC10008-1	88533	Science 8	201636	3	N/A	26	0	0	26	0	0	25	26	128	20
491	Renaissance 2 MS	SC10008-2	88534	Science 8	201636	4	N/A	26	0	0	27	0	0	25	26	128	20
491	Renaissance 2 MS	SC10008-3	88535	Science 8	201636	5	N/A	25	0	0	25	5	0	25	26	128	20
491	Renaissance 2 MS	SC10008-4	88536	Science 8	201636	6	N/A	25	0	0	25	6	0	25	26	128	20
491	Renaissance 2 MS	I0120XA-1	88565	Band Advance	103321	0	N/A	9	0	2	7	0	0	9	9	9	21

Classroom Counts and Capacity with Repair Costs

Recommendation	School	Grades	Net Classroom (CR) Count*	Net CR Capacity (Based on staffing ratio)*	Immediate Repair Needs**	2-20 Deferred Maintenance Needs**	Savings	Current Enrollment	Enrollment Capacity Available	% Utilization	Cost Savings per Student
	Dorsa	TK-5	28	684	24,100	9,106,600	909,265	288	396	42%	3,157.17
	Linda Vista	TK-5	34	836	1,011,000	9,554,500	1,203,785	443	393	53%	2,717.35
	McCollam	TK-5	28	635	25,800	7,981,500	951,777	376	259	59%	2,531.32
	Russo McEntee	TK-5	34	770	70,500	11,265,100	995,739	327	443	42%	3,045.07
	Ryan	TK-5	23	570	50,900	5,863,000	797,854	246	324	43%	3,243.31
	San Antonio	TK-5	22	550	13,600	5,259,500	992,020	326	224	59%	3,043.01
	Adelante I	TK-8	21	570	314,500	7,033,300	1,250,557	506	64	89%	2,471.46
	Adelante II	TK-8	24	647	44,500	5,829,200	1,213,302	370	277	57%	3,279.19
	Hubbard	TK-8	37	1,001	141,700	8,792,800	1,337,394	428	573	43%	3,124.75
	Ocala	6-8	32	950	292,600	7,468,700	1,367,294	381	569	40%	3,588.70
	Renaissance at Mathson	6-8	37	1,105	434,900	11,582,000	1,261,792	327	778	30%	3,858.69
	Sheppard	6-8	35	1,064	37,100	12,683,400	1,390,222	455	609	43%	3,055.43
Schools Recommended for Closure/Consolidation/Redesign											
Closure	Cassell	TK-5	29	671	10,200	7,696,900	932,148	283	388	42%	3,293.81
Closure	Cureton	TK-5	32	773	598,000	8,282,300	856,037	254	519	33%	3,370.22
Closure	Lyndale	TK-5	31	756	107,800	8,570,400	992,570	274	482	36%	3,622.52
Closure	Meyer	TK-5	30	719	69,200	7,517,700	902,139	248	471	34%	3,637.66
Closure	Aptitud	TK-8	23	624	41,400	8,248,400	1,111,074	383	241	61%	2,900.98
Closure	George	6-8	29	899	286,200	9,304,100	1,347,656	383	516	43%	3,518.68
Closure	Renaissance at Fischer	6-8	42	1,239	115,100	13,870,200	1,430,421	349	890	28%	4,098.63
Consolidation	LUCHA	TK-5	13	345	98,500	4,582,400	711,925	221	124	64%	3,221.38
Consolidation	Painter	TK-5	27	686	9,300	5,970,300	901,382	361	325	53%	2,496.90
Redesign	Chavez	TK-K			13,700	10,374,400	500,619	59			8,485.07
						Total Savings	**9,685,971**				



Public School	Address
Adelante Dual Language Academy	2989 Ridgemont Dr, San Jose, CA 95127
Adelante Dual Language Academy II	1970 Ghirardelli Ln, San Jose, CA 95116
Aptitud Community Academy at Goss	2475 Van Winkle Ln, San Jose, CA 95116
Cassell Elementary	1300 Tallahassee Dr, San Jose, CA 95122
Cesar Chavez Early Learning Center	redacted
Cureton Elementary	redacted
Dorsa Elementary	redacted
Hubbard Media Arts Academy	redacted
Joseph George Middle School	redacted
L.U.C.H.A Elementary	redacted
Linda Vista Elementary	redacted
Lyndale Elementary	redacted
McCollam Elementary	redacted
Meyer Elementary	redacted
Ocala Steam Academy	redacted
Painter Elementary	redacted
Renaissance Academy at Fischer	redacted
Renaissance Academy at Mathson	redacted
Ryan/McEntee Academy	redacted
Ryan Steam Academy	redacted
San Antonio Elementary	redacted
Sheppard Middle School	redacted

Charter School	Address
ACE Charter High School	redacted
ACE Empower Academy Middle School	redacted
Alpha: Blanca Alvarado Middle School	redacted
Alpha: Cindy Avila High	redacted
Alpha: Jose Hernandez	redacted
Downtown College Prep: Alum Rock	redacted
Escuela Popular Accelerated Family Learning	redacted
Escuela Popular Center for Training and Careers	redacted
KIPP Heartwood Academy	redacted
KIPP Prize Preparatory Academy	redacted
KIPP San Jose Collegiate	redacted
Rocketship Brilliant Minds	redacted
Rocketship Fuerza Community Prep	redacted
Rocketship Si Se Puede Academy	redacted
Rocketship Los Suenos Academy	redacted

Superintendent Recommendation- School Closures (Seven School Sites)

Sylvia Cassell Elementary School

1. Immediate savings $932,000
2. Deferred maintenance 7.7 million
3. Neighboring elementary school
4. Low enrollment

Aptitud Academy

1. Immediate savings $1.1 million
2. Deferred maintenance 8.2 million
3. Limited capacity for growth

Donald Meyer Elementary School

1. Immediate savings $902,000
2. Deferred maintenance 7.5 million
3. Low enrollment
4. Low utilization
5. 92 students already transfer to other ARUSD schools

Horace Cureton Elementary School

1. Immediate savings $856,000
2. Deferred maintenance 8.3 million
3. $600,000 immediate needs
4. 53 students already transfer to LV and 18 students transfer to McCollam

Schools Recommended for Closure

School	Receiving School(s)
Aptitud Community Academy at Goss	Ryan STEAM Academy (Grades Transitional Kindergarten - TK -5) Renaissance Academy at Mathson (Grades 6-8)
Donald J. Meyer Elementary School	Hubbard Media Arts Academy
Horace Cureton Elementary School	Linda Vista Elementary School
Joseph George Middle School	Sheppard Middle School
Lyndale Elementary School	Russo / McEntee Academy Ryan STEAM Academy - Special Education Autism PK program will be transferred to San Antonio Elementary
Renaissance Academy at Fischer	Ocala STEAM Academy - Students interested in continuing the Renaissance model may transfer to Renaissance Academy at Mathson
Sylvia Cassell Elementary School	Dorsa Elementary School

Schools Recommended for Consolidation (Not Closure)

School	Consolidation School
LUCHA Academy	San Antonio Elementary School
Painter Elementary School	Sheppard Middle School - Students in the Vietnamese Dual Language Immersion program will consolidate with Sheppard Middle School Millard McCollam Elementary

	- Students in the Structured English Immersion program will attend Millard McCollam Elementary

School Recommended for Redesign

School	Redesign of School & Student Reassignment
Chavez Early Learning Center	Chavez Early Learning Center (Ages 0 - Preschool Age) - Students in the Chavez Early Learning Center will continue at Chavez through the partnership with Kidango. San Antonio Elementary School (Grades TK & K) - Students in Transitional Kindergarten and Kindergarten will be reassigned to San Antonio Elementary School

7.02

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

SUBJECT: Public Hearing: Approve Resolution No. 24-25/26 School Consolidations & School Closures.

RECOMMENDATION: The administration recommends approval of Resolution No. 24-25/26 School Consolidations and School Closures.

Approval

Submitted by: German Cerda Title: Superintendent

To the Board of Trustees: Meeting: November 14, 2024
Regular Board Meeting

Approval

7.02
Agenda Placement

German Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
Resolution No. 24-24/25
School Consolidations and School Closures

Public Hearing

The Alum Rock School District is facing a budget deficit of approximately $20,000,000. The district has sufficient one-time funds to last through 2024-2025 and 2025-2026. The Fiscal Crisis Management Assistant Team (FCMAT) has been assigned to review the district finances and a fiscal advisor has been assigned as well. The Santa Clara County Office of Education is charged with monitoring school district finances, and has required, and received, the district plan to address the budget shortfall and balance the budget.

The Board of Trustees has authorized a process to close or consolidate nine schools to balance the district budget. A school Closure/Consolidation Committee was formed to review the various options in closing or consolidating schools to address the $20,000,000 shortfall. The SCC consisted of representatives of each of the 21 schools and included representation from selected neighborhood associations.

The SCC met eight times from September 18 to October 30. The SCC heard information on the budget programs, human resources, and facilities. School closure/consolidation criteria were developed for the SCC to consider. At the end of the process, the SCC arrived to consensus for six schools but could not reach consensus on the remaining schools to be considered. The Superintendent considered the six schools recommended for closure /consolidated plan and an additional seven schools where agreement could not be reached.

The Board of Trustees will receive information on the process used with the SCC , their recommendations to the superintendent, and the superintendent's recommendations to close or consolidate nine schools.

PASSED AND ADOPTED this 14th day of November 2024, by the Board of Trustees of the Alum Rock Union Elementary School District, County of Santa Clara, State California.

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

_____ Date: November 14, 2024
Clerk of the Governing Board

8.01

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: Exhibit 9250, First Reading -Remuneration, Reimbursement and Other Benefits.

Consideration/Discussion

Submitted by: German Cerda Title: Superintendent

To the Board of Trustees: Meeting: November 14, 2024
Regular Board Meeting

Consideration/Discussion

8.01

Agenda Placement

German Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Board Bylaws

E 9250

REMUNERATION, REIMBURSEMENT AND OTHER BENEFITS

RESOLUTION ON BOARD COMPENSATION FOR MISSED MEETINGS

WHEREAS, the Governing Board of the Campbell Union High School District appreciates the services provided by members of the Board and provides compensation for meeting attendance in accordance with Education Code 35120 and Board Bylaw 9250; and

WHEREAS, Education Code 35120 provides that the monthly compensation provided to Board members shall be commensurate with the percentage of meetings attended during the month unless otherwise authorized by Board resolution; and

WHEREAS, Education Code 35120 specifies limited circumstances under which the Board is authorized to compensate a Board member for meetings he/she missed; and

WHEREAS, the Board finds that *(name of Board member)* did not attend the Board meeting(s) on *(dates)* for the following reason(s): *(check applicable reasons)*

[ ] Performance of other designated duties for the district during the time of the meeting

[ ] Illness or jury duty

[ ] Hardship deemed acceptable by the Board

NOW THEREFORE BE IT RESOLVED that the Board of the Alum Rock Union School District approves full compensation of the Board member for the month of _____.

PASSED AND ADOPTED THIS _____ day of _____, _____ at a regular meeting, by the following vote:

AYES:_____ NOES:_____ ABSENT:_____

Attest:

Secretary _____

President _____

Alum Rock Union School District

Exhibit adopted:

8.02

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

SUBJECT: Approve Terra Realty Advisors Contract for November 15, 2024-June 30, 2024. The cost is $59,500.00.

RECOMMENDATION: The District recommends the Board of Trustees to approve the contract with Terra Realty Advisors.

Approval

Submitted by: German Cerda Title: Superintendent

To the Board of Trustees: Meeting: November 14, 2024
Regular Board Meeting

Approval

8.02
Agenda Placement

German Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

TERRA
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18 October 2024

Via E-mail: german.cerda@arusd.org

German Cerda
Alum Rock Union School District
2930 Gay Ave
San Jose CA 95127

Dear German,

Thank you for the opportunity to discuss with you and staff the challenges and opportunities facing the ARUSD the other day. Terra Realty Advisors, Inc. specializes in working with public school districts, cities, counties, federal and state agencies in California, to assist them in their real property asset management needs. A brief summary of our experience and clients is attached.

Our goal is to provide information and guidance to staff and your Board of Trustees, based on current trends in the real estate marketplace; developing creative solutions that address District, Community and other Stakeholder needs. We work with multiple school districts, and our track record is outstanding in creating opportunities, and delivering results. *Vacancy to Vibrancy* in land use solutions are the hallmark and goal of Terra Realty Advisors. New, sustainable and on-gong general fund revenues, matched with the best possible land uses are what we strive to attain for each ARUSD property.

We have extensive experience working with school districts in the San Jose and the Bay Area, as well as districts throughout the State of California over the past 25 years.

The attached Scope of Work identifies what we understand is the pathway to achieve the goal of ARUSD. If you have questions, or we have not identified issues you would like us to cover, please call me and we can discuss. I have not included a contract form of agreement, however we can, or if you prefer we can use the District's standard form of agreement and attach the final scope of work.

Thank you for this opportunity.

Sincerely,

Scott Sheldon
President

450 Chadbourne Road Suite G, Fairfield, CA 94534 • 707-639-1000/p • 707-312-5200/f • www.terraadvisors.net

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CITIES AND COUNTIES

SOLANO COUNTY

CITY OF BELL GARDENS
HUB OF PROGRESS
CALIFORNIA

CITY OF EL MONTE
END OF THE SANTA FE TRAIL
INC. 1912
CALIFORNIA

HAWTHORNE · CALIFORNIA
CITY OF GOOD NEIGHBORS

CITY OF SAN PABLO
INCORPORATED APRIL 27, 1948

PICO RIVERA

CITY OF FAIRFIELD
FAIRFIELD
CALIFORNIA

CITY OF ARTESIA
STATE OF CALIFORNIA

County of Yolo

CITY OF BALDWIN PARK
HUB OF THE SAN GABRIEL VALLEY
INCORPORATED JANUARY 25, 1956

CITY OF MANTECA, CALIFORNIA
Manteca
the family city

CITY OF AUBURN
CALIFORNIA

CITY OF BELL CAL.
INCORPORATED NOV. 7, 1927

CITY OF OAKLAND

City of LYNWOOD
California

MONTEBELLO
ELEVATE

Rohnert Park

450 Chadbourne Road Suite G Fairfield, CA 94533
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TRUSTED PARTNERS



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Cambrelle Union High School District

CASBO
Smart business. Smart schools.

MetroED

California's Coalition for Adequate School Housing

Palos Verdes Peninsula Unified School District

First 5 Solano Children and Families Commission

El Monte City School District

CVUHSD
Centinela Valley Union High School District

Montebello Unified School District

Evergreen School District

West Contra Costa Unified School District

SMMUSD
Santa Monica Malibu Unified School District

Long Beach Unified School District
Excellence & Equity

San José Unified School District

SAUSD

Torrance Unified School District

VUSD
Vacaville Unified School District

Saint Andrew's Episcopal School

SR San Rafael City Schools

Dublin Unified School District

Union School District

Sacramento City Unified School District

Cambrian

UUSD

Walnut Valley Unified School District

Travis Unified School District
Reaching beyond the boundaries to build a community of learners.

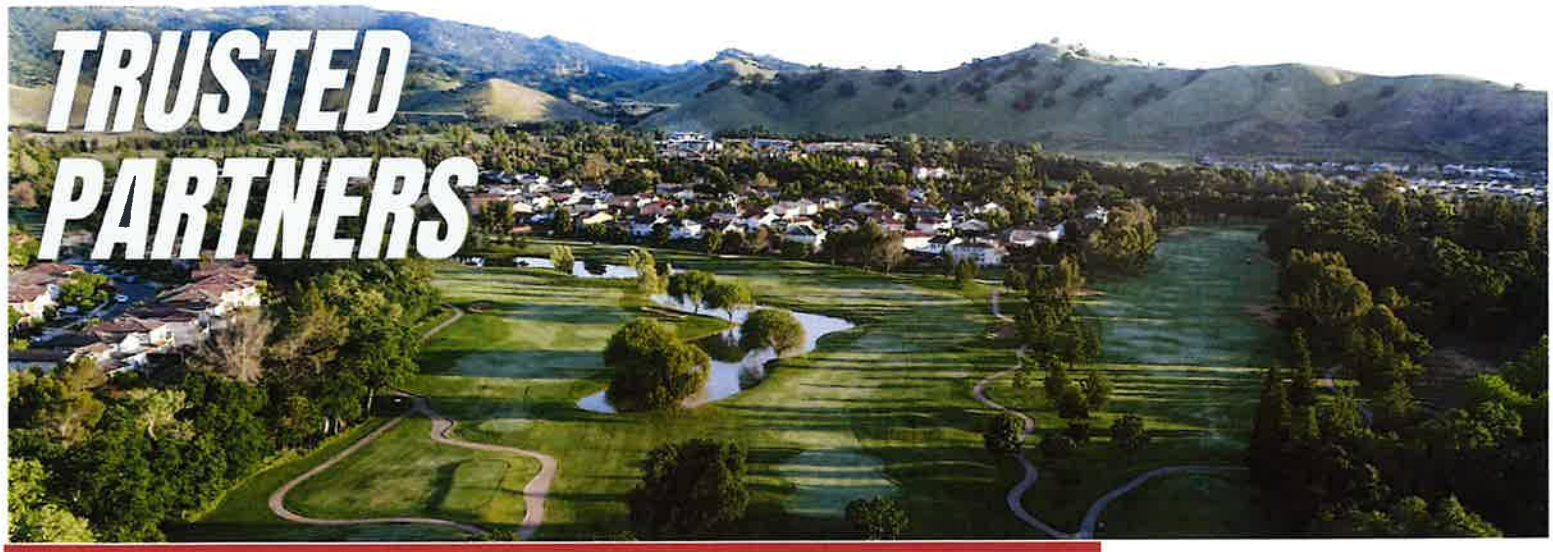
Compton Unified School District

Cupertino Union School District

Orcutt Union School District
Where kids come first!

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OTHER PUBLIC AND PRIVATE PARTNERS

Solano County Water Agency

Caltrans

Jack Anthony's 7 Stars CAR WASH

SOLANO LAND TRUST

Wooden Valley
WINERY & VINEYARDS
Since 1933

Metro

PARADISE VALLEY
ESTATES

Soiano
Economic Development Corporation

SCIConsultingGroup

BETHANY
Lutheran Ministries

ICON

IRWA
BUILDING A BETTER WORLD TOGETHER.

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REPRESENTATIVE PROJECTS LIST

Development/Acquisition:

Edgewater Core Apartments Jackson, MS	114 units	1981-1982
CHG Plaza Office Federal Way, WA	20,980 sf.	1982-1983
Cedar Ridge Apartments Lakewood, CO	96 units	1982-1983
Siesta Hills Shopping Center Albuquerque, NM	88,320 sf.	1983-1984
Lodi Oaks Apartments Lodi, CA	107 units	1983-1984
The Globe Office Building Mercer Island, CA	22,100 sf.	1983-1984
Amador Plaza Shopping Center Amador, CA	102,000 sf.	1983-1984
Walnut Creek Business Center Austin, TX	99,600 sf.	1983-1984
Cedar Park Apartments Spokane, WA	96 units	1983-1985
Crocker's Lockers Self Storage Fairfield, CA	34,000 sf.	1985-1986
Corporate Plaza Office Fairfield, CA	40,000 sf.	1987-1989
1300 Executive Center Office Fairfield, CA	60,000 sf.	1989-1991
333 Sunset Office Suisun, CA	72,000 sf.	1990-1992
Skyline Commercial Center Fairfield, CA	13,000 sf.	1991-1992
Waterman Professional Center Fairfield, CA	22,000 sf.	1992-2003
Village Retail Center Fairfield, CA	22,500 sf.	1995-2004
Ross Dress for Less Fairfield, CA	32,000 sf.	1996-1998
Solano Office of Education Fairfield, CA	33,000 sf.	1997-1998
Gateway Courtyard Retail Center Fairfield, CA	140,000 sf.	1997-2015
Health & Social Services Office Fairfield, CA	115,000 sf.	1999-2001
Solano County Government Center Fairfield, CA	300,000 sf.	1999-2001
Brea Mixed Use Brea, CA	13,000 sf.	1999-2001
St. Andrew's Parish & School Saratoga, CA	90,000 sf.	2001-2007
Freedom Plaza Office Condo Fairfield, CA	20,000 sf.	2003-2005
Bethany Lutheran K-8 School Vacaville, CA	18,000 sf.	2004-2006

Bellview Apartments Los Angeles, CA	36,500 sf.	2007-2010
Hajoca Building - Centinela Valley UHSD Lawndale, CA	30,000 sf.	2012-2013
Marina Office Building Lease - WCCUSD Richmond, CA	23,000 sf.	2013-2017
Office Building Rohnert Park, CA	6,500 sf.	2017
Office Building Woodland – Yolo County HS&S	63,000 sf.	2020

Land Acquisition – Entitlements:

Windrift Homes Suisun, CA	5 units	1993-1994
River Oaks Housing Fairfield, CA	28 lots	2003-2006
Travis Unified School District Vacaville & Fairfield, CA	47 acres	2003-2008
Woodland Joint Unified School District Woodland, CA	24 acres	2005-2009
The Ranch Middletown, CA	2,300 acres	2006-2007
Nut Tree Airport Land Expansion Vacaville, CA	41 acres	2006-2008
Solano Irrigation District Vacaville, CA	10 acres	2009-2011
Fairfield USD/City of Fairfield/Caltrans Fairfield, CA	16 acres	2011-2013
ICON Land Vacaville, CA	24 acres	2014-2015
Campbell Union High School San Jose, CA	13 acres	2017-2018
Cambrian School District San Jose, CA	10 acres	2019-2024
Union School District San Jose/Los Gatos, CA	20 acres	2020-2024

Renovations:

Majestic Hotel Renovation San Francisco, CA	40,000 sf.	1981-1983
Princeton Court Apartment Rehab Fairfield, CA	24 units	1986-1988
740 Texas Street Historic Rehab Fairfield, CA	15,000 sf.	1988-1990
Various Tenant Improvements: Office and Retail, California	750 sf.	1990-Present
Brownstone Lofts Los Angeles, CA	95 units	2006-2008
Woodland Joint USD District Office Woodland, CA	40,000 sf.	2007-2009

Specialty Projects: Lease – Development – Construction/TI:

Green Valley Master Plan Golf Community Fairfield, CA	1,200 homes	1991-1992
George's Feed Store Suisun, CA	10,000 sf.	1991-1992

Various Outdoor Advertising Signs SF Bay Area & Los Angeles, CA		1996-Present
5 Star Car Wash Fairfield, CA	3,500 sf.	1997-1998
Watson Auto Body Repair Facility Fairfield, CA	19,000 sf.	1998-2000
Mission Solano Bridge to Life Fairfield, CA	208 beds	2005-2014
El Dorado Polo Club Golf Community Indio, CA	1,000+homes	2006
Solano Irrigation District Corporation Facility Vacaville, CA	57,500 sf.	2008-2013
7 Flags Car Wash Facilities Vacaville & Citrus Heights, CA	3,000 sf.	2012-2014
ICON Aircraft Production Vacaville, CA	280,000 sf.	2012-Present
Long Beach USD – expanded parking lot	1 acres	2013
Santa Monica Malibu USD – mixed use, public-public plan	9 acres	2013-Present
Paradise Valley Estates expansion project Fairfield, CA	8.5 acres	2017-2019
Big 5 Sporting Goods Fairfield, CA	10,000 sf	2017-2018
Solano County Water Agency	13,000 sf	2016-2022

Partial Client List: Real Property Consulting/Public:

- Travis Unified School District
- Orcutt Union School District
- Long Beach Unified School District
- Santa Monica Malibu Unified School District
- Centinela Valley Union High School District
- Montebello Unified School District
- Fairfield Suisun Unified School District
- Evergreen School District
- Campbell Union High School District
- Woodland Joint Union School District
- Chico Unified School District
- Dublin Unified School District
- Newport Mesa Unified School District
- Pajaro Valley Unified School District
- San Jose Unified School District
- Oakland Unified School District
- Compton Unified School District
- Metropolitan Education District
- West Contra Costa Unified School District
- San Rafael City School District
- Cambrian School District
- Chabot Las Positas Community College District
- Solano County Office of Education
- City of Fairfield
- City of Montebello
- City of Bell Gardens
- City of Norwalk
- Vacaville Unified School District
- California Department of Transportation
- Los Angeles Metro Transportation
- City of Hawthorne
- City of Rohnert Park

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- City of San Pablo
- County of Solano
- County of Yolo
- Solano Irrigation District
- Torrance Unified School District
- Cambrian School District
- Mountain View Whisman School District
- Ukiah Unified School District
- City of Baldwin Park
- Union School District
- Solano County Water Agency
- Rowland Unified School District
- Santa Ana Unified School District
- Palos Verde Peninsula Unified School District
- Vallejo Sanitation and Flood Control

Partial Client List: Real Property Consulting/Private:

- MHI Real Estate
- Tellefsen Investments
- ICON Aircraft, Inc.
- Partnership HealthPlan of California
- Spectrum Properties, Inc.
- St. Andrews Parish + School
- Bethany Lutheran Church + School
- B + L Properties
- Solano Land Trust
- Watson Auto Body, Inc.
- Paradise Valley Estates, Life Care Community
- Mission Solano Bridge to Life
- Jack Anthony Enterprises
- Concord Iron Works
- Holy Spirit Catholic Church
- Grace Episcopal Church
- Chris Miller Self Storage Company
- Dependable Plastics
- Shappell Properties, Inc.
- WW Acquisition, LLC
- Orbach Huff Suarez & Henderson

Partial Client List: Outdoor Advertising (Billboards):

- City of Hawthorne, CA
- Montebello Unified School District
- City of El Monte
- City of Norwalk
- City of San Pablo
- Chabot las Positas Community College
- City of Baldwin Park
- City of Fairfield
- City of Pico Rivera
- City of Galt
- Los Angeles Unified School District
- Centinela Valley Union High School District
- City of Montebello
- City of Bell Gardens
- Solano Irrigation District
- Metropolitan Education District San Jose, CA
- Chico Unified School District
- City of Lynwood
- City of N. Hollywood
- City of Madera
- San Leandro Unified School District
- El Monte City Schools

SCOPE OF SERVICES

Terra Realty Advisors, Inc. ("TRA") as consultant shall represent and provide advice to Alum Rock Union School District ("Client"), as directed, in connection with their various asset management needs regarding their closed school sites located in San Jose, CA (the "Properties"), and shall perform these services and carry out such other responsibilities as are set forth herein, and any additional duties and responsibilities as are reasonable within the general scope of such services and responsibilities as designated from time to time by the Client.

It is assumed TRA will provide assessments as set forth below for nine (9) to be closed school sites. Services shall be performed in the name, and on behalf of Client, and shall consist of the duties set forth herein; provided, however, the performance of any duty by TRA is not beyond the reasonable control of TRA:

Phase I:

(1) Due Diligence on each identified Property:
   a. Site visit to study land, "edge conditions", surrounding community,
   b. Review and study all property recommendations as outlined in District reports
   c. Develop conceptual land use option(s) to consider,
   d. Research comparable land sales comps to determine a range of values by product type,
   e. Identify on and off-site development costs which will impact the land value, i.e. powerlines, environmental conditions, etc.
   f. Identify political and CEQA issues to be addressed during any entitlement process, i.e. traffic, acoustic, existing tenants, fields, etc.,
   g. Identify demographic and economic matters that will affect land use decisions,
   h. Obtain a Preliminary Title Report for each property to identify any potential development issues,
   i. Review AHERA reports from Client to ascertain environmental issues, if any, which would impact development costs
   j. Review civil site plans from Client to ascertain issues, if any, which would impact development and costs

(2) Work with Client to define and refine conceptual development or re-use plans for each identified site:
   a. Identify and address issues and process with CDE and Ed Code for identified options,
   b. Work with Client legal counsel to address development issues, opportunities and constraints
   c. Identify neighbor and community issues
   d. Develop a proposed timeline/schedule
   e. Prepare potential values and annual revenue pro forma

(3) Included are an in person kick off meeting with District staff along with other meetings as required, together with closed session updates with the Board of Trustees during the Phase I process, as needed.

Deliverables to include:

1. Powerpoint report to present to staff and the Board in closed session with recommendations,
2. Preliminary title reports on all properties,
3. Development concepts with associated economic results,

4. City entitlement process, issues,
5. District legal issues to consider for each concept,

All work shall be on a time and materials basis, per the attached schedule, with the following reimbursed at cost:

1. TRA reimburseable: $1,000 estimate
2. Title Report: $750 - $1,000 estimate for each property

We anticipate Phase I will require approximately 60-90 days to complete from authorization to proceed.

Phase II:

With the information developed as part of the Phase I Scope of Work, at the direction of the Client, TRA will study all remaining District sites being used for educational purposes, to assess each property and provide additional asset management ideas post closure of the 9 sites as set forth in Phase I of this Scope of Work, addressing and developing recommendations and concepts to consider, to further enhance revenues and land uses. In addition, TRA will continue developing and starting to implement the direction from the Board of Trustees on the initial 9 closed sites including:

(1) Work with the City of San Jose on opportunities and constraints:
   a. Identified land use solution(s),
   b. Zoning and General Plan application and processing schedule/timeline for identified development option(s),
   c. Neighbor and community issues,
   d. Political issues and timing of development/entitlement process
   e. Identify infrastructure issues that would impact development of the site, i.e. water, sewer, storm, etc.

(2) Recommended to engage an architectural firm to provide a conceptual land use plan for each site, as a sub-consultant to TRA:
   a. Verify maximum densities achievable within the General Plan and Zoning regulations of the City, as well as address property "edge conditions",
   b. Provide a base plan to discuss with the Client and Board, City staff

(3) Scope to include meetings with District staff, one meeting with the City of San Jose staff, closed session updates with the Board of Trustees as needed

Deliverables to include:

1. Powerpoint report to present to staff and the Board in closed/open session with recommendations,
2. Development concepts with associated economic results,
6. City entitlement process, issues,
7. District legal issues to consider for each concept,

A final Scope of Work and estimated fee will be prepared at this time. All work shall be on a time and materials basis, with the following reimbursed at cost:

1. TRA reimburseable: TBD
2. Architect/Landplanner: TBD

Phase III:

There will be various options for the District and Board to consider, which will determine an estimated fee, however the anticipated work could include:

(1) Finalize a development and/or re-use plan for consideration by the Board of Trustees

(2) Work with the City of San Jose on land use issues; submit applications

(3) Consider engaging a qualified real estate broker to market the development opportunity
   a. Develop an RFP to identify and select a broker
   b. Coordinate all marketing work on behalf of Client
   c. Assist in final selection of broker

(4) Consider issuing an RFP for qualified developers to enter into an agreement to develop the site(s)
   a. Develop a RFP to identify and select a developer
   b. Coordinate all outreach and marketing on behalf of Client
   c. Assist in final selection of developer

(5) Work with the Client, interface with City Staff and Council during the entitlement process

(6) Work with Client legal counsel to negotiate, review and comment, prior to execution by Client, any agreement between Client and those persons supplying services to Client for designated real estate activities, including, without limitation: architects, civil engineers, soils engineers, environmental assessors, real estate brokers and/or leasing agents/brokers, utility consultants, and general contractors or construction managers, (hereafter, collectively known as "Project Professionals").

(7) Finalize all pro forma values, costs and returns on selected development option(s)

(8) At the direction of the Client, implement any reasonable decisions of the Client made in connection with directed real estate activities.

(9) Perform and administer any and all other services and responsibilities which are set forth in any other provisions of this Agreement, or which are reasonably requested to be performed by the Client, and are within the general scope of the services described herein.

(10) Schedule regular updates with staff and the Board of Trustees, as directed.

EXHIBIT A – Compensation of the Consultant

In its capacity under this Agreement, TRA shall receive fees, as set forth in the Rate Schedule as referenced herein, which rates may be adjusted annually on July 1.

RATE SCHEDULE
2024/2025

The following are the hourly rates for each position:

President	$310.00/hr
Executive Vice President	$265.00/hr
Senior Vice President	$230.00/hr
Vice President	$210.00/hr
Director of Due Diligence/Research	$150.00/hr
Administrative/Clerical	$ 95.00/hr

Invoices will be issued monthly and will be due and payable upon receipt. All other costs, such as phone, fax, or travel outside the Bay Area or Sacramento, overnight delivery charges, blueprints, etc., and additional costs, shall be reimbursed at cost. All payments will be delinquent after 30 days, and shall bear interest at 1 1/2% per month.

Phase 1: The following is a budget estimate of fees likely to be incurred for our services based on the attached Scope of Services. Not to exceed for Phase I in the amount of **Fifty-Nine Thousand Five Hundred Dollars ($59,500.00**). In addition, there will be an estimated reimburseable amount not to exceed **One Thousand** Dollars **($1,000.00**). There will also be a reimbursement of other outside vendors such as a title company, etc. at cost, after being approved the Client. An estimate is not a fixed fee and does not constitute a commitment to perform services for that amount, or an obligation for the Client to pay that amount. Client consent will be obtained before TRA charges for fees that exceed the stated budget.

Preparing to serve or serving as a consultant or witness in any litigation, arbitration or other legal proceedings are additional costs, and will be charged at 1.5 times the hourly rates as shown above.

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

9.01

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF TRUSTEES

To the Board of Trustees: Date: November 7, 2024

Subject: **Resolution No. 23-24/25**
Intention to Solicit Bids to Refurbish, Repurpose and Lease
600 Sinclair Drive, San Jose, California, Formally Known as MACSA

Staff Analysis:
The Governing Board convened the MACSA Taskforce ("MACSA Taskforce") to consider options for utilization of the MACSA property that include preserving and refurbishing the existing facilities. The MACSA Taskforce has met over the course of several months and has solicited interest form a variety of potential lessees. While some potential users of the site presented preliminary concepts regarding the potential use of MACSA, the MACSA Taskforce believes that the proposals should be more robust and open to the public to determine if there are other potential lessees who can successfully proceed with a lease of the property on the terms and conditions established by the Governing Board.

CURRENT STATUS:
On the recommendation of the MACSA Taskforce, District staff requests that the Board adopt the proposed Resolution of Intention and establish a timeline within which bids will be due, opened, and considered.

In accordance with Education Code section 17466, prior to ordering the lease of surplus District property, including the MACSA Site, the governing board, by a two-thirds vote of all its members, shall adopt a resolution declaring its intention to lease the property. The resolution shall describe the property proposed to be leased, specify the minimum lease amount, the terms upon which it will be leased.

The Board is also requested to delegate authority to the MACSA Taskforce to receive, open, and examine bids for compliance with the terms and conditions set forth in the Resolution and the Request for Bids. The Board will retain the sole discretion to consider and accept or reject any or all bids at a subsequent Board meeting, as set forth in the Resolution.

Recommendation:
Adopt the resolution memorializing the District's intention to lease the MACSA site, including the Board's desired terms for the lease and setting a public meeting for the consideration of proposals.

Prepared by: Marc Freitas MF Title: Interim Chief Bonds Officer

Approved by: Teresa DeCelles TD Title: Assistant Superintendent of Business Service

To the Board of Trustees: Meeting: November 14, 2024

Recommended Approval

9.01

Agenda Placement

Regular Board Meeting

Germán Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

ALUM ROCK UNION SCHOOL DISTRICT

RESOLUTION NO. #23-24/25

RESOLUTION OF THE GOVERNING BOARD OF THE ALUM ROCK UNION SCHOOL DISTRICT OF INTENT TO SOLICIT BIDS TO REFURBISH, REPURPOSE AND LEASE 600 SINCLAIR DRIVE, SAN JOSE, CA (FORMERLY KNOWN AS "MACSA")

WHEREAS, the Alum Rock Union School District("District") is the owner of a fee simple interest in certain real property located at 600 Sinclair Drive, San Jose, California, formally known as MACSA (the "Property").

WHEREAS, the Governing Board of the District has previously resolved that the above-described Property will not be needed in the foreseeable future for educational purposes by the District and is therefore surplus;

WHEREAS, the Governing Board desires to retain the existing facilities on the Property and convened a taskforce (the "MACSA Taskforce") to study the potential refurbish, repurpose re reuses of the Property;

WHEREAS, the Governing Board desires to, if possible, lease the Property to be refurbished and repurposed;

WHEREAS, the Governing Board of the District may, pursuant to Sections 17455, et seq. of the Education Code, offer to lease through a public bidding process pursuant to statute any District-owned property that has been determined to be surplus of the needs of the District;

WHEREAS, the Governing Board has determined that it is in the best interest of the District to lease the Property for refurbishment and a repurposed use.

NOW, THEREFORE, BE IT RESOLVED by the Governing Board of the Alum Rock School District, as follows:

1. The foregoing recitals are true.

2. The District hereby calls for bids to refurbish, repurpose and lease the Property.

3. Interested bidders shall submit bids on the following terms:

    a. The bid shall include a full description of the bidder, the bidder's business and/or program and the bidder's experience refurbishing and/or repurposing existing facilities.

    b. The bid shall indicate a full description of the proposed refurbishment and use of the Property (as described more fully below);

    c. The bid shall include a detailed timeline for any proposed refurbishment activities, from initial planning and permitting through certificate of occupancy ("Refurbishment Period");

    d. The bid shall include the proposed lease term, inclusive of the Refurbishment Period, which term shall not exceed 99 years.

    e. While the Education Code contemplates that the District provide a

minimum price in the Resolution, given the complexity of the lease transaction, including the refurbishing activities and the potential varied reuses of the Property, the District is unable to establish a specific minimum price. Accordingly, the District is seeking rental rates from each bidder, noting that the highest price from a responsible bidder will win the bid, if any bid is accepted. To that end, the bid shall include the annual rent for the first full lease year following the Refurbishment Period. The proposed rent shall be an absolute net rent to the District.

f. In addition to the stated annual rent, and commencing upon the effective date of a duly executed Lease Agreement, Tenant shall be solely responsible for all utilities, refuse collection, and other services to the Property.

g. Each bid shall indicate the purpose for which the Property will be used, which purpose must be a compatible use as determined by the Governing Board, given the Property's location ("Compatible Use").

h. A Compatible Use includes, but is not limited to, uses (i) which will generate minimal traffic impact, (ii) which will generate minimal noise impact, and (iii) which are consistent with the character of the surrounding neighborhood. Community uses are preferred, but not required.

i. The Governing Board shall determine, in its sole discretion, whether the proposed use is a Compatible Use within the meaning of this provision.

j. Each bidder must obtain all necessary permits and licenses for its improvement to and use of the Property and must comply with all applicable laws.

k. Each bidder shall provide an audited annual financial statement indicating the bidder's ability to meet the financial obligations of the lease.

4. Requests for Bids, consistent with this Resolution, will be available on the District's website at https://www.arusd.org/district/departments/business-services/purchasing/bidsby 12:00 p.m., **November 15, 2024**.

5. An initial option payment of $10,000 in the form of a cashier's check made payable to the Alum Rock Union School District must accompany each written bid.

6. Any person who does not submit a written bid but wants to participate in the oral bidding shall submit a cashier's check for the same amount payable to the Alum Rock Union School District on or before the MACSA Taskforce meeting set above.

7. Bidders who submitted a written bid are eligible to participate in the oral bidding without making an additional deposit.

8. The successful bidder's initial option payment shall be retained by the District as a nonrefundable option payment and shall be credited against the initial rent due per the lease agreement.

9. Option payments of unsuccessful bidders will be returned after the Governing

Board accepts the most qualified bid.

10. The District will entertain all bids submitted in accordance with this Resolution.

11. The Governing Board delegates to the MACSA Taskforce the authority to receive, open and examine bids to ensure: (1) proposed bids meet the criteria set forth in this Resolution; and (2) the proposed bidder is "responsible" as set forth in Education Code section 17472. The MACSA committee will rank the responsible, responsive bidders by highest price to present to the Governing Board.

12. The Governing Board hereby fixes the date of December **2, 2024**, at the hour of 1:30 p.m., or as soon thereafter as the matter may be heard, as the time at which sealed bids for the lease of the Property will be received by 10:00 a.m. and examined by the MACSA Taskforce. Bids are to be delivered to the District Office Purchasing Department, Attention MACSA Taskforce: 2930 Gay Avenue., San Jose, CA 95127.

13. The Governing Board hereby fixes the date of December **19, 2024**, at the hour of 5:30 p.m., at its regularly scheduled meeting in the District Board Room of the District's Administrative Office, as the time and location at which the MACSA Taskforce will present written bids to the Governing Board for declaration, consideration and acceptance or rejection of bids.

14. At its December 19 meeting, the Governing Board shall also call for oral bids in accordance with Education Code section 17473.

15. Upon the call for oral bidding, if any responsible person offers to lease the property upon the terms and conditions specified in this Resolution, for rent exceeding the highest written proposal by at least five (5) percent, then the oral bid which is the highest and which is made by a responsible person, shall be finally accepted.

16. Final acceptance shall not be made, however, until the oral bid is reduced to writing and signed by the offeror.

17. The Governing Board may, if it deems such action to be for the best public interest, reject any and all bids, either written or oral, and withdraw the Property from lease consideration.

18. The successful bidder shall have from December 20, 2024, until 5:00 p.m. to **January 10, 2025**, to exercise its option to lease the Property ("Lease Option Period").

    a. If the successful bidder fails to exercise its option rights on or before the expiration of the Lease Option Period, the Lease shall be null and void.

    b. The option may be exercised by the successful bidder delivering to the District, on or before the expiration of the Lease Option Period, two completed and executed copies of the Lease which is to be finalized during the Lease Option Period.

    c. If a Lease is not agreed upon and executed by the successful bidder prior to the expiration of the Lease Option Period, the Lease will terminate.

d. Any studies undertaken by the successful bidder during the Lease Option Period will be at the successful bidder's expense.

19. In the event that any legal action or litigation is undertaken by the District to enforce the provisions of the bid offer or any subsequent written agreement, the successful bidder shall pay reasonable attorneys' fees incurred by the District.

20. The Superintendent shall cause notice of the adoption of this Resolution and of the time and place of holding the public meetings on December 2, 2024 and December 19, 2024, to be given by posting copies of this Resolution signed by the Governing Board or by a majority thereof in three public places in the District, not less than 15 days before the date of the bid opening, and by publishing the notice not less than once a week for three successive weeks before the bid opening in a newspaper of general circulation published in Santa Clara County, State of California.

21. Staff is authorized to take all acts necessary to implement this Resolution.

22. All actions heretofore taken by the officers, employees and agents of the District with respect to the matters set forth above are hereby approved, confirmed and ratified.

23. This Resolution shall take effect from and after its date of adoption.

PASSED AND ADOPTED this 14th day of November, 2024.

President of the Governing Board of the Alum Rock School District

Member of the Governing Board of the Alum Rock School District

Vice President of the Governing Board of the Alum Rock School District

Member of the Governing Board of the Alum Rock District

Member of the Governing Board of the Alum Rock School District

ATTEST:

Clerk of the Governing Board of the Alum Rock School District

CLERK'S CERTIFICATE

I, _____, Clerk of the of the Governing Board of the Alum Rock Union School District, hereby certify that the foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Governing Board of said District duly and regularly held at the regular meeting place thereof on November 14, 2024 of which meeting all of the members of said Governing Board had due notice and at which a majority thereof were present; and that at said meeting said resolution was adopted by the following vote:

AYES:

NOES:

ABSENT OR NOT VOTING:

An agenda of said meeting was posted at least 72 hours before said meeting at _____ _____, California, a location freely accessible to members of the public, and a brief general description of said resolution appeared on said agenda.

I further certify that I have carefully compared the same with the original minutes of said meeting on file and of record in my office; the foregoing resolution is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes; and that said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: _____, 2024

_____

Clerk of the Governing Board of the
Alum Rock Union School District

10.01

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: **October 30, 2024**

Subject: **School Sponsored Field Trip List**

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

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

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

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

To the Board of Trustees: Meeting: **November 14, 2024**
Regular Board Meeting

Approval

10.01
Agenda Placement

German Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Alum Rock Union Elementary School District

Field Trip Information Sheet

Overnight Field Trips are in BOLD

Field Trips for Board Approval: November 14, 2024

School	Field Trip Event	City, and County	Date	Grade	# of classes	Budget (coding)	Purpose: (academic standard the trip supports)
Adelante I	California Academy of Science	San Francisco	11/20/2024	2	3	PTA	Students will get the opportunity to visit the different habitats exhibits as well as lean about the plant's ecosystem. This trip will supplement the science unit.
Cassell	Exploratorium of San Francisco	San Francisco	11/20/2024	4-5	3	060-3010-0-5808-00-1110-1000-000000-200-1190	To explore the world of science and art through interaction and exploration.
Sheppard	O'Neil's Sea Odyssey	Santa Cruz	12/02/2024	6	3	060-3010-0-5835-00-1110-1000-000000-170-1190	To engage students with hands on activities regarding the exploration and human impact on the ocean.
Cassell	Monterey Bay Aquarium	Monterey	12/06/2024	3	2	060-3010-0-5835-00-1110-1000-000000-200-1190	The students will observe live marine invertebrates, use technology and engage in science conversations.
Sheppard	O'Neil's Sea Odyssey	Santa Cruz	12/02/2024	6	3	060-3010-0-5835-00-1110-1000-000000-170-1190	To engage students with hands on activities regarding the exploration and human impact on the ocean.
Russo	Ardenwood Farm	Fremont	12/13/2024	3	2	060-9010-0-5808-00-1100-1000-000000-320-2320	To see how a historical farm functioned.
Adelante II	**Walden West Science Camp**	**Saratoga**	**05/06/2025 – 05/09/2025**	**5**	**2**	**060-3010-0-5720-00-1110-1000-000000-285-1190 088-8210-0-5815-00-1110-4000-000000-285-0502**	**To reinforce science standards taught through the school year**
Sheppard	Santa Cruz Beach Boardwalk	Santa Cruz	06/02/2025	8	7	088-8210-0-5808-00-1110-4000-000000-170-0560	Celebrate 8th Grade Graduation

10.02

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: **November 6, 2024**

Subject: Vietnamese American Experiences Model Curriculum (VAEMC) Conference at SCCOE

Staff Analysis: Santa Clara County Office of Education is introducing Vietnamese American Experiences Model Curriculum (VAEMC) in English and Vietnamese. The VAEMC will assist educators in teaching about the histories, cultures and traditions of the Vietnamese people in the diaspora. In collaboration with contributing VAEMC author and SCCOE Expert on Vietnamese Ethnic Studies, Dr. Cindy Huynh-Medrano of San Jose City College Ethnic Studies, SCCOE identified the Painter Vietnamese Immersion Program as a target site for VAEMC implementation. SCCOE is granting $8,200 for conference participation and follow up PD.

Recommendation: Staff recommends the Board of Trustees approve the grant for Painter Elementary School in the amount of $8,200.00.

Submitted by: Yeny Rosales Title: POSA, Multilingual Programs

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

To the Board of Trustees: Meeting: **November 14, 2024**
Regular Board Meeting

Recommend Approval

10.02
Agenda Placement

Germán Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

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Santa Clara County Office of Education

AMENDMENT TO MEMORANDUM OF UNDERSTANDING (MOU)

This amendment between the Santa Clara County Office of Education (hereinafter referred to as the SCCOE) and Alum Rock Union Elementary School District (hereinafter referred to as the Agency), changes SCCOE RM#: 25-0358.

Any modification or amendment to the terms of the underlying MOU shall be in writing and executed by both parties. The SCCOE and Agency desire to amend the MOU as specifically set forth below. All the terms and conditions of the MOU that have not been expressly modified by this Amendment shall remain in full force and effect.

Scope of Work/Duties are hereby AMENDED as follows:

Alum Rock Union Elementary School District Lion Dance team will perform at the Vietnamese American Experiences Model Curriculum event on Saturday, September 28, 2024. The cost is $1,000 for the performance.

Indemnification: For the Alum Rock USD Lion Dancers/coaches/team members, Agency shall hold harmless, indemnify, and defend SCCOE, its Board, officers, employees, interns, volunteers, agents, representatives, and invitees harmless from any and all claims, losses and causes of actions which may arise out of the performance of this Agreement, to include, but not limited to, accident, injury, illness, or death. Agency shall pay all claims and losses of any nature whatsoever in connection therewith and shall defend all suits related to work performed under this Agreement in the name of SCCOE when applicable, and shall pay all costs, including without limitation reasonable attorneys' fees and appellate attorneys' fees, and judgments which may issue thereon. Agency's obligation under this paragraph shall not be limited in any way to the agreed upon contract price, or Agency's limit of, or lack of, sufficient insurance protection.

Agency confirms that parent permission has been obtained in writing for all students participating in the Lion Dancers at the VAEMC.

Agency is solely responsible for arranging transportation of the Lion Dancers, coaches/team members to and from the VAEMC event.

Agency shall maintain sufficient insurance to protect their interests and the SCCOE for the Lion Dancers.

Original MOU Start Date:	07/01/2024	**AMENDED/Revised Start Date:**	
Original MOU End Date:	06/30/2025	**AMENDED/Revised End Date:**	
Original MOU Amount:	$ 7,200.00	**AMENDED MOU Increase/Decrease Amount:**	$ 1,000.00
		Revised MOU Amount Not-to-Exceed:	$ 8,200.00

All other items, terms and conditions remain unchanged.

SANTA CLARA COUNTY OFFICE OF EDUCATION:		**AGENCY NAME:**	Alum Rock Union Elementary School District
By:	Signed by: Jessica Bonduris, Ed.D. — Signature of Authorized SCCOE Official	By:	Signed by: — Signature of Authorized Agency Official
Name:	Jessica Bonduris, Ed.D.	Name:	Emmanuel Barbara
Title:	Associate Superintendent	Title:	Superintendent (Interim)
Date:	10/1/2024 | 9:38 AM PDT	Date:	9/29/2024 | 9:18 PM PDT
Address:	1290 Ridder Park Drive, San Jose, CA 95131-2304	Address:	2930 Gay Avenue, San Jose, CA 95127
Phone:	(408) 453-6842	Phone:	(408) 928-6822
Email:	JBonduris@sccoe.org	Email:	emmanuel.barbara@arusd.org

For Contracts Office/Risk Management use only:

RM#:	25-0358 A		
Date:	10/1/2024 | 11:49 AM PDT	*Signature:*	DocuSigned by: Ingrid Campbell D383DE3C3A5045E

Docusign Envelope ID: D71B672A-699B-47DC-B1D3-0B4F62E5E880

Santa Clara County Office of Education

CONTRACT / AGREEMENT ROUTING FORM
NO STUDENT CONTACT

SCCOE Staff Contacts *Questions about this agreement should be sent to:*		Agreement Originator (Admin)	Title	Extension
		Jhun Madriaga	Admin Assistant	x4318
Division:	PLSD	Name of Responsible Administrator	Title	Extension
Department:	SCLIS	Jessica Simpson	Director, SCLIS	x4444

Contract/Agreement Information

Contract/Agreement Type	☐ Professional Services Agreement ☑ Amendment to RM# 25-0358 ☑ MOU ☐ Lease Agreement: ☐ Construction / Design ☐ New ☐ Renewal ☐ Technology ☐ Other:
Contractor's Name	Alum Rock Union Elementary School District
Service Type / Brief Description	This agreement outlines the responsibilities and commitments of each party regarding the participation in the Vietnamese American Experience Model Curriculum (VAEMC) Rollout Conference

Compensation & Terms

*Start Date	07/01/2024	End Date	06/30/2025	○ REVENUE
Original Agreement Amount	$ 7,200.00	Revised Agreement Amount *(Total Amount-including Amendments)*	$ 8,200.00	

Directions

***Contractor Services cannot be initiated until the agreement is fully approved.**

1. ☑ **Check applicable category to verify compliance with AR 3310. Attach Purchasing Verification.**
   ☐ RFP / Bid#_____ ☐ Best Source ($3,000 - $114,500) ☑ N/A
   ☐ Sole Source ☐ Verified by Purchasing (required)_____
2. ☑ **Contractor and SCCOE Responsible Administrator reach agreement about terms.**
   SCCOE Agreement originator completes the agreement packet and gathers required attachments.
   ☐ Certificate of Insurance (COI) ☐ Insurance Endorsement DS HS ☐ W9 ☑ Additional Forms (if applicable)
3. ☑ **Risk Management Insurance Review**
4. ☑ **Gather initials verifying review of draft agreement and identified funding source:** DS IC
   ☑ Initiator JM ☐ Manager_____ ☑ Director JS ☑ Division Head Initial
   Construction/Design and Leases: *Software & Technology:* *Data Sharing:* *Logo use & Co-Branding*
   General Services Director_____ Tech. Infra. & Supp. Director_____ Data Gov. & Strat._____ Public Affairs Director_____
5. ☑ **Contractor to review and sign the agreement.** ○ **SCCOE signs first**

		Initial	Date Approved	
6.	☑	IC	10/1/2024 | 8:46 AM PDT	**Internal Business Services (IBS) – Contract Analyst to review, initial, and return to agreement originator for final agreement signature.**
7.	☑	Initial JBE	10/1/2024 | 9:38 AM PDT	**Obtain appropriate signature on agreement per thresholds listed below.**
8.	☑	DS IC	10/1/2024 | 11:49 AM PDT	**Return to IBS – Contract Analyst to obtain an RM#**

7. ☐ **$0 - $2,999: SCCOE Director**
☑ **$3,000 - $99,999: SCCOE Division Head**
☐ **$100,000 & Over: Superintendent**

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Santa Clara County Office of Education

CONTRACT / AGREEMENT ROUTING FORM
NO STUDENT CONTACT

SCCOE Staff Contacts *Questions about this agreement should be sent to:*		Agreement Originator (Admin)	Title	Extension
		Jhun Madriaga	Administrative Assistant	X4318
Division:	PLSD	Name of Responsible Administrator	Title	Extension
Department:	SCLIS	Saletha Okunnuga	History-SS Coordinator	X4260

Contract/Agreement Information

Contract/Agreement Type	☐ Professional Services Agreement ☐ Amendment to RM#_____ ☑ MOU ☐ Lease Agreement: ☐ New ☐ Renewal ☐ Construction / Design ☐ Technology ☐ Other: _____
Contractor's Name	Alum Rock Union Elementary School District
Service Type / Brief Description	This Agreement outlines the responsibilities and commitments of each Party regarding the participation in Vietnamese American Experiences Model Curriculum (VAEMC) Rollout Conference

Compensation & Terms

*Start Date	07/01/2024	End Date	06/30/2025	◯ REVENUE
Original Agreement Amount	$ 7,200.00	Revised Agreement Amount *(Total Amount-including Amendments)*		

Directions

***Contractor Services cannot be initiated until the agreement is fully approved.**

1. ☑ **Check applicable category to verify compliance with AR 3310. Attach Purchasing Verification.**
   ☐ RFP / Bid#_____ ☐ Best Source ($3,000 - $114,500) ☑ N/A
   ☐ Sole Source ☐ Verified by Purchasing (**required**) _____
2. ☑ **Contractor and SCCOE Responsible Administrator reach agreement about terms. SCCOE Agreement originator completes the agreement packet and gathers required attachments.**
   ☐ Certificate of Insurance (COI) ☐ Insurance Endorsement DS HS ☐ W9 ☐ Additional Forms (if applicable)
3. ☑ **Risk Management Insurance Review** _____
4. ☑ **Gather initials verifying review of draft agreement and identified funding source:**
   ☑ Initiator JM ☑ Manager SO ☑ Director JS ☑ Division Head DS JBE
   Construction/Design and Leases: *Software & Technology:* *Data Sharing:* *Logo use & Co-Branding*
   General Services Director_____ Tech. Infra. & Supp. Director _____ Data Gov. & Strat._____ Public Affairs Director_____
5. ☑ **Contractor to review and sign the agreement.** ◯ **SCCOE signs first**

	Initial	Date Approved	
6. ☑	DS IC	8/1/2024 | 4:04 PM PDT	**Internal Business Services (IBS) – Contract Analyst to review, initial, and return to agreement originator for final agreement signature.**
7. ☑	DS JBE	8/1/2024 | 4:13 PM PDT	**Obtain appropriate signature on agreement per thresholds listed below.**
			☐ **$0 - $2,999: SCCOE Director**
			☑ **$3,000 - $99,999: SCCOE Division Head**
			☐ **$100,000 & Over: Superintendent**
8. ☑	DS IC	8/5/2024 | 10:55 AM PDT	**Return to IBS – Contract Analyst to obtain an RM#**

11.01

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

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

Subject: **Resignations (Information Only)**

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

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

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

To the Board of Trustees:

Meeting: November 14, 2024
Regular Board Meeting

Recommend Approval

11.01
Agenda Placement

German Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by:_____ Seconded by:_____

Approved: _____ Not Approved: _____ Tabled:_____

HUMAN RESOURCES DEPARTMENT
MEETING OF THE BOARD OF TRUSTEES

November 14, 2024

CLASSIFIED RESIGNATIONS:

I. **Resignations:**

1. Fuentes, Ricardo	Head Custodian I – Elementary/Cureton	10/15/2024
2. Garces, Yvette A	Paraeducator Special Education II/Lyndale	10/21/2024
3. Lira, Rosalba	Paraeducator Special Education II & Campus Paraeducator/ Renaissance at Fischer	10/28/2024
4. Macias, Cynthia	Campus Pareducator/McCollam	10/08/2024
5. Serrano, Nikki E	School Office Assistant/Cassell	10/24/2024

11.02

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees:

Date: **November 14, 2024**

Subject: **Approve New Management Position – Bond Program Manager**

Staff Analysis: Under the general direction of the Assistant Superintendent of Business Services, the Bond Program Manager plans, coordinates and directs the construction, modernization, renovation and bond program for all district facilities. To ensure high quality and cost competitive services and ensures that building, construction planning and bond programs are performed in a cost effective and timely manner. This position is part of the Bonds Program reorganization that will allow for a more streamlined approach to better serve the needs of the District.

Recommendation: District recommends the Board of Trustees approve the new management position – Bond Program Manager.

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

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

To the Board of Trustees:

Meeting: November 14, 2024
Regular Board Meeting

Recommend Approval

11.02
Agenda Placement

German Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by:_____ Seconded by:_____

Approved: _____ Not Approved: _____ Tabled:_____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
2930 Gay Avenue, San Jose, CA 95127
Office of Superintendent of Schools

12.01

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: November 1, 2024

Subject: **Contract Over $100K- Bay Alarm Company**

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

Recommendation: Staff recommends the Board of Trustees to approve the contract with Bay Alarm Company in the amount of $170,000.00 for the fiscal year 20024/2025.

Submitted by: Ed Villarreal Title: Director of MOT

Approved by: Teresa DeCelles Title: Asst. Superintendent Business Services

To the Board of Trustees:

Recommend Approval

12.01
Agenda Placement

Meeting: October 24, 2024
Regular Board Meeting

Germán Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

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

Submitted by: Ed Villarreal, Director of MOT

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

   Name of Individual/Company: Bay Alarm Company

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

   Phone: (800) 610-1000 / 1-800-470-1000 Email Address: WWW.bayalarm.com

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

   Mutually agree and promise as follows:

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

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

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

   Overnight security patrol seven days a week, from 10:00pm - 6:00am. Services provided on weekend and holidays. Coverage includes mobile and walking the facilities district-wide.

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:** $ 170,000. FY 24/25 (describe rate agreement) $13,249 per month. This cost doesn't include overtime charges and national holidays. Holidays and overtime will be billed separately at x1.5 of the rate.

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
010	0000	0	5870	00	0000	8100	000000	450	5350	$170,000.00	

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

ADDENDUM TO INDEPENDENT CONTRACTOR AGREEMENT

THIS ADDENDUM TO INDEPENDENT CONTRACTOR AGREEMENT (this "Addendum") is entered into effective as of July 1st. 2024, by and between **BAY ALARM COMPANY**, a California corporation ("Contractor"), and **ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT** ("ARUESD").

WITNESSETH

WHEREAS, contemporaneous with the execution of this Addendum, the parties are entering into an Independent Contractor Agreement (the "Agreement") in connection with the work and services to be provided by Contractor as set forth in the Bay Alarm service agreement attached thereto (the "Bay Alarm Agreement"); and

WHEREAS, the parties desire to amend the Agreement as set forth in this Addendum.

AGREEMENT

NOW THEREFORE, with the intent of being legally bound hereby, in consideration of the mutual covenants and promises hereinafter set forth, and other good and valuable consideration, which the parties acknowledge is sufficient to create a legally binding agreement, the parties agree as follows:

1. Bay Alarm Agreement. To the extent that the provisions of the Bay Alarm Agreement do not conflict with the provisions of the Agreement, such provisions shall be incorporated into the Agreement, and the Bay Alarm Agreement shall be attached to the Agreement as Exhibit B.

2. Indemnification. Section 9 of the Agreement is deleted in its entirety and shall instead provide: "Contractor shall defend, indemnify and hold harmless ARUESD and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively referred to herein as "Indemnitees") from and against any and all losses, liabilities, damages, claims, demands, suits, actions, proceedings, costs and expenses including court costs and attorneys' fees, incurred by Indemnitees (a "Loss") (a) arising out of third party claims where any alarm system equipment provided and installed by Contractor at the site where Contractor is providing services under the Agreement (the "Location") is the sole and direct cause of any property damage or personal injury (as opposed to cases where failure or malfunction of the alarm system merely contributes to a loss or injury started from another source), or (b) where an employee or agent of Contractor causes personal injury or property damage while performing services at the Location. Notwithstanding the foregoing, in the event Contractor is found liable for a Loss allegedly or actually caused by or resulting from the failure of Contractor's products or services to prevent, deter or detect the event such products or services are intended to detect, deter or prevent, Contractor's maximum liability shall be Two Thousand Dollars ($2,000) as liquidated damages and not as a penalty and this liability shall be exclusive. This paragraph shall be controlling with respect to Contractor's liability and obligation to indemnify Indemnitees, and if there is any conflict or contradiction between this paragraph and any other provision of the Agreement, this paragraph shall govern. Each party will timely notify the other upon receipt of any third-party claim relating to the Agreement.

3. Insurance. Contractor shall provide the insurance and insurance certificate as set forth in its form Certificate of Insurance attached hereto as Attachment 1, and the parties agree that such insurance will satisfy ARUESD's requirements under the Agreement including but not

limited to Section 10 of the Agreement and its exhibits.

4. Permits. The Agreement is amended to provide that Contractor shall invoice ARUESD for the cost of all permits in connection with the services provided to ARUESD by Contractor under the Agreement as required by any state, federal or local governmental agency.

5. Construction. This Addendum shall be deemed fully incorporated in the Agreement to which this Addendum is attached, and this Addendum, the Agreement and the Bay Alarm Agreement shall collectively be referred to as the "Agreement." All terms shall, unless expressly provided to the contrary herein, have the same respective meanings as set forth in the Agreement. Unless expressly provided to the contrary herein, to the extent that any provision of this Addendum conflicts with any provision of the Agreement, this Addendum shall control.

6. Severability. If any provision of this Addendum shall be deemed for any reason to be invalid, illegal or unenforceable, such provision shall be severed from the remainder of this Addendum, and that remainder shall continue in full force and effect.

(Signature page follows)

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date first above written.

"Contractor"	"ARUESD"
BAY ALARM COMPANY a California corporation	**ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT**
Michal Kubicki	
Name: Michal Kubicki	By: German Cerda
Title: Corporate Counsel	Title: Superintendent

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

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

WE GOT YOU.

October 2024

ARUSD

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

PATROL:

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

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

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

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

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

ALARM RESPONSE, PATROL AND/OR STANDING GUARD AGREEMENT

BAY ALARM SINCE 1946

www.bayalarm.com
800-610-1000

☐ 2335 Larkspur Ln., Ste A, Redding, CA 96002
☐ 2264 Goodyear Ave., Ventura, CA 93003
☐ 1590 S. Lewis St., Anaheim, CA 92805
☐ 1728 Standard Ave., Glendale, CA 91201
☐ 740 S. Rochester Ave., Ste D, Ontario, CA 91761
☐ 17111 S Broadway, Gardena, CA 90248
☐ 8205 Ronson Rd., Ste F, San Diego, CA 92111
☐ 9836 Kitty Ln., Oakland, CA 94603
☐ 5130 Commercial Cir, Concord, CA 94520
☐ 510 Myrtle Ave, Ste #102, S San Francisco, CA 94080
☐ 1016 Clegg Ct., Petaluma, CA 94954
☑ 491 Gianni St, Santa Clara, CA 95054
☐ 3819 Duck Creek Dr., Stockton, CA 95215
☐ 3475 Orange Grove Ave., N. Highlands, CA 95660

CALIFORNIA CONTRACTOR'S LICENSE NO. 880138 ALARM OPERATOR'S ACO LIC #28

☐ New System or Takeover ☐ New Owner ☐ Addendum-Alteration Addition ☑ Cancel Former Agreement-Alteration Addition

THIS AGREEMENT is made as of the signature date set forth below by and between BAY ALARM COMPANY, a California corporation (herein "BAY") and

User Name ALUM ROCK UNION SCHOOL DISTRICT

Address SEE ADDENDUM A City SEE ADDENDUM A Zip _____

Installation Price and Payment:

Total Installation Price: $ 0
(Plus Applicable Taxes to be billed separately)

Deposit Due Now: $ 0

Balance Due upon System Completion: $ 0

MONTHLY SERVICE CHARGE: $ 13249
Payable quarterly in advance.

TYPE AGREEMENT:
☐ Residential
☑ Commercial

TYPE OF COMMUNICATION:
☐ Monitored BAY System
☑ Non Monitored BAY System

TYPE SERVICE:
☑ Outside Patrol Service
Patrol to Start: 07/01/24
☐ Standing Guard Service
Guard to Start: _____
☐ Alarm Response Service (CA Only)
☐ Knox Box for Agent

Alarm Response Service (CA Only)If Bay will be installing a Knox Box. Installation will begin approximately_____. And will be completed approximately _____. Starting the installation of wiring and/or delivery of equipment to your premises will constitute substantial commencement of the work to be performed.

OFFICE USE ONLY

1. SERVICE FEE: The Alarm Response Service and/or Outside Patrol Service fee is payable quarterly in advance commencing as of the starting date shown above if Outside Patrol Service or will begin the date the system is operational for Alarm Response Service. Any partial month of service will be prorated. Payment is due within ten (10) days of the date of our invoice for service. We may impose a late charge of 10% per annum, but not more than the maximum permitted by California law, on all payments more than thirty days past due. **There is no finance charge or cost of credit associated with this Agreement.**
2. TERM: The original term of this Agreement is one (1) year commencing on the service starting date shown above or will begin the date the system is operational and **will automatically continue for successive one-year periods unless canceled by either of us in writing at least thirty (30) days before the end of the original term or any renewal term**. We may increase the service fee for any renewal term by giving you not less than thirty (30) days prior written notice. The billing invoice setting forth the new charge shall be sufficient notice of the increase. Termination or expiration of this Agreement does not affect any other agreement between Bay and you (e.g. alarm monitoring agreement), and such agreements will continue in full force and effect.
3. RECEIPT OF COPY: You state that you have received a complete copy of this Agreement including, for residential systems, two copies of the notice of cancellation form. All of the terms on the reverse side of this page and on all attachments are part of this Agreement. Read them before you sign below.
4. BAY'S LIABILITY/DISCLAIMER OF WARRANTIES: We do not represent or warrant that the services will prevent any loss by burglary, hold-up, fire or otherwise, or that the services will in all cases provide the protection for which they are intended. **You acknowledge and agree that: (a) our patrol and response officers do not have special arrest or law enforcement powers and may only act as an ordinary citizen,** and that we have made no representations or warranties, express or implied, as to any matter whatsoever, nor have you relied on any representations or warranties express or implied; and (b) you assume all risk of loss or damage to your premises or to the contents thereof. User understands and agrees that in the event user's property is locked, guarded or fenced, Bay has no liability of any nature whatsoever to attempt to enter the premises until and unless Subscriber shall provide Bay with access to the premises, which access shall include, but is not limited to, giving us keys or other barrier access. We shall not be obligated or required to enter any portion of Subscriber's property in which dangerous animals, as the same may be reasonably determined by our patrol officer in his sole determination, may be located. You acknowledge that you have read and understood all of this Agreement, particularly Paragraphs 10 and 11, which set forth Bay's maximum liability in the event of any loss or damage to you or anyone else. You acknowledge that you have discussed Paragraph 10 with our representative and understand that you may obtain a higher limitation of Bay's liability by paying an additional periodic charge. The terms and conditions contained on the reverse side of this Agreement are incorporated herein by reference and made a part hereof.

USER: ALUM ROCK UNION SCHOOL DISTRICT

ADDRESS: SEE ADDENDUM A City: SEE ADDENDUM A Zip: _____

SEE ADDENDUM A

User desires no additional protection at this time, i.e GUARD

If deposit is not received, Bay will schedule the contract work/service once the deposit is received. If final payment is not received upon completion of contract work, Bay may elect not to activate the service until final payment is received. You state that you have received a complete copy of this agreement. All terms on the following pages, including those limiting Bay's liability, and on all attachments are part of this agreement – read them before you sign all pages.

5. SERVICES: Bay will provide the services checked above as described below: (a) OUTSIDE PATROL SERVICE: Outside Patrol Service shall consist of marked response vehicles patrolling the patrol area on public streets on a random basis except when performing functions, which require the patrol officer to stop and leave the vehicle. If the patrol officer observes criminal activity, fire or other threats to your property, he will take appropriate prudent action, and if we deem it necessary, we will notify the local police or fire department or other emergency personnel, and the first available person on your emergency call list. You understand and agree that in the event your property is locked, guarded or fenced, we have no duty of any nature whatsoever to attempt to enter your premises until and unless you provide us with access to the premises, which access shall include, but is not limited to, giving us keys or other barrier access. We shall not be obligated or required to enter any portion of your property in which dangerous animals or other hazardous conditions, as the same may be reasonably determined by us, in our sole determination, may be located. You will provide us with a written emergency call list of persons to contact in the event of an emergency at your premises, and you will keep such list current by advising us, in writing, of any changes to it. (b) ALARM RESPONSE SERVICE: Bay shall provide twenty-four (24) hour-per-day, seven (7) days-per-week burglary alarm response. Upon receipt of notification from Bay's monitoring facility that an alarm has been activated at User's premises, Bay shall without warranty dispatch a Response Officer to User's premises. If the Response Officer observes an emergency condition at the User's premises, the Response Officer shall make every reasonable attempt without warranty to notify the appropriate public authority or User's designated representative of the condition. The Response Officer will conduct a perimeter visual inspection of the premises, but will not enter the premises. The Response Officer may or may not leave his vehicle in his sole discretion. The Response Officer shall not be required to attempt to apprehend, detain, or arrest any persons on or about the premises. They shall not be obligated to remain at the User's premises for more than thirty (30) minutes. For periods of time in excess of thirty (30) minutes, we shall charge User at its normal prevailing rates in (30) minute increments. The Response Officer shall observe and report any information he obtains (license number, description of suspect, etc.) to law enforcement.
(c) STANDING GUARD SERVICE: Bay shall provide security guards as requested by User. The guards provided will be state-licensed, uniformed and unarmed. The guard service will cover one guard during regular business hours (generally 7:00 AM to 7:00 PM) Monday through Friday (except state recognized holidays). The User may request and Bay may agree to a different beginning and ending time, Saturday, Sunday and holiday service, and additional guards, in which case the terms agreed upon by the parties will be provided in a schedule and attached to this Agreement. As agreed by the parties, this service may be provided in the form of foot patrols and/or vehicle patrols (unless otherwise agreed by the parties, any means of transportation including vehicles will be provided by Bay or Bay's contractor). Security guards are provided primarily to deter, observe, detect and report incidents in order to protect persons and property from theft, damage and unlawful activity on the User's premises. If the guard officer observes an emergency condition at the User's premises, the guard officer shall make every reasonable attempt without warranty to notify the appropriate public authority or User's designated representative of the condition. The guard officer shall not be required to attempt to apprehend, detain, or arrest any persons on or about the premises.

6. SERVICES NOT INCLUDED: Responding to panic, duress, holdup, domestic violence calls, medical or fire alarm signals from the User's premises are excluded and are not part of the service.

7. INVESTIGATION AND ARREST BY BAY: You authorize our patrol officers and response officers to investigate any circumstances pertaining to your premises property which in the patrol or response officer's opinion appears to be suspicious. You authorize our patrol and response officers to cause the arrest of any person or persons on or around the premises who are unauthorized by you to enter your premises during closed periods and to hold such person or persons until released by you, your known representative or police authority.

8. SUSPENSION OR CANCELLATION OF THIS AGREEMENT: You understand that Bay may stop or suspend service if: (a) strikes, severe weather, earthquakes or other such events beyond our control affect the service operations or so severely damage your premises that continuing service would be impractical; (b) you do not pay the service charge due to us, after we have given you ten (10) days notice that we are canceling service because of non-payment, (c) we are unable to provide service because of some action or ruling by any governmental authority; or (d) you become a debtor in a bankruptcy proceeding. If service is canceled or terminated for any reason, you will permit us to enter your premises to remove all of our signs and decals from your premises. We may charge a re-establishment fee if service is suspended for non-payment.

9. ASSIGNEES AND SUBCONTRACTORS: We may transfer or assign this Agreement to any other patrol or response company. You may not transfer this Agreement to someone else (including someone who purchases or rents your premises) unless we approve the transfer in writing. We may, without your prior consent, use subcontractors to provide Outside Patrol Services and Alarm Response Service, and this Agreement, particularly Paragraphs 10 and 11, shall apply to them and the services they perform, and protect them in the same manner as it applies to and protects us.

10. BAY IS NOT AN INSURER; LIQUIDATED DAMAGES: LIMITATION OF LIABILITY: You understand that: (a) we are not an insurer of your property or the personal safety of persons in your premises; (b) you will provide any insurance on your premises, its contents and any life or health insurance; (c) the amount you pay to us is based only on the value of the service we provide and not on the value of your premises or its contents; (d) the Outside Patrol Service and Alarm Response Service may not always operate properly for various reasons; (e) it is difficult to determine in advance the value of your property that might be lost, stolen or destroyed, or the economic or other damages you might suffer, if our service fails to operate properly; (f) it is difficult to determine, in advance, how fast the police or fire department or others would respond to a request for dispatch; (g) it is difficult to determine what portion, if any, of any property loss, personal injury or death would be proximately caused by our breach of this Agreement, our failure to perform or

our negligence. THEREFORE, YOU AGREE: Even if a court decides that our breach of this Agreement, our negligence, or a failure of the service caused or allowed any harm or damage (whether property damage, personal injury or death) to you or anyone in your premises, you agree that our liability shall be limited to the lesser of $1500.00 or 12 times the monthly service fee as liquidated damages and not as a penalty, and this shall be your only remedy regardless of what legal theory (including without limitation: breach of contract, negligence, products liability or breach of warranty) is used to determine that Bay or assignees are liable for the injury or loss. YOU MAY OBTAIN A LIMITATION OF LIABILITY. If you wish, you may obtain from us a limitation of liability, instead of the liquidated damages referred to above, by paying an additional periodic service charge based on a graduated scale of rates. If you elect this option, we will attach a rider to this Agreement which will set forth the amount of the limitation of liability and the amount of the additional charge. Agreeing to the limitation of liability does not mean that we are an insurer.

11. THIRD-PARTY INDEMNIFICATION AND SUBROGATION: If anyone other than you asks us to pay for any harm or damages (including property damage, personal injury or death) connected with or resulting from (i) our breach of this Agreement, (ii) a failure of the service, (iii) our negligence, (iv) any other improper or careless activity of Bay in providing the service or (v) a claim for indemnification or contribution, you will pay to Bay (a) any amount which a court orders us to pay or which we reasonably agree to pay, and (b) the amount of our reasonable attorneys' fees and any other loss and/or costs that we may pay in connection with the harm or damages. Your obligation to pay Bay for such harm or damages shall not apply if the harm or damages happens while one of our employees or subcontractors is in or about your premises and such harm or damages is solely caused by that employee or subcontractor. Unless prohibited by your property insurance policy, you agree to release Bay from any claims of any parties suing through your authority or in your name, such as your insurance company, and you agree to defend us against any such claim.

12. LIMITATION ON LAWSUITS; REFERENCE: Both Bay and User agree that no law suit or any other legal proceeding connected with this Agreement shall be brought or filed more than one (1) year after the incident giving rise to the claim occurred. Any controversy, dispute, or claim between the parties arising out of or relating to this Agreement, (other than actions brought by Bay in small claims court to collect amounts due under this Agreement) will be settled by a reference proceeding in Contra Costa County, California, in accordance with the provisions of *Section 638, et seq. of the California Code of Civil Procedure*, or their successor section, which shall constitute the exclusive remedy for the resolution of any controversy, dispute, or claim concerning this Agreement, including whether such controversy, dispute, or claim is subject to the reference proceeding. The referee shall be appointed to sit as a temporary Judge with all of the powers of a temporary Judge authorized by law. In the event that the enabling Legislation, which provides for the appointment of a referee is repealed and no successor statute is enacted, any dispute between the parties that would otherwise be determined by a reference procedure herein, will be resolved and determined by binding arbitration. That arbitration will be conducted by a retired Judge of the Superior Court in accordance with Section *1280 to 1294.2* of the *California Code of Civil Procedure*, as amended from time to time.

13. ENTIRE AGREEMENT: The entire and only agreement between you and Bay for Outside Patrol Service and/or Alarm Response Service is written in this Agreement. It replaces any earlier oral or written representations, understandings or agreements regarding Alarm Response Service or Outside Patrol Service. There will be no presumption against any party on the grounds that such party was responsible for preparing this Agreement or any part of it. It may only be changed by a written agreement signed by you (and, if married, your spouse) and us. If you have given or ever give us a purchase order for the System or service which provides for different terms than this Agreement, this Agreement will govern and be controlling. If any provision of this Agreement is found to be invalid or illegal by a court, the balance of the agreement shall remain in force. You agree that this Agreement is performed in California and shall be governed by the laws of California.

14. BAY'S LICENSE: Alarm Companies and PATROL OPERATORS ARE REGULATED AND LICENSED BY THE BUREAU OF SECURITY AND INVESTIGATIVE SERVICES, DEPARTMENT OF CONSUMER AFFAIRS, SACRAMENTO, CALIFORNIA 95814.

CANCELLATION: (RESIDENTIAL ONLY) YOU, THE USER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT

BAY ALARM COMPANY

DEVIN DICKSON Agent # 523592

Sales Representative

Michal Kubicki 10 / 31 / 2024

Approval Date

USER:

Authorized User's Signature

Signer's Name (Printed or Typed)

Date Signed

This Agreement will not be effective until either approved by one of Bay's managers, or Bay begins the installation of the equipment or initiates service. In the event of disapproval, Bay's only obligation shall be to refund any monies paid by User to Bay. User acknowledges and agrees that User will not receive a copy of this Agreement signed by Bay's Manager, and such lack of receipt shall not, in any way, invalidate or otherwise affect this Agreement.

User: ALUM ROCK UNION SCHOOL DISTRICT

User's Address: SEE ADDENDUM A City: SEE ADDENDUM A Zip: _____

NOTICE OF CANCELLATION

_____

Date of Transaction

You may cancel this transaction, without any penalty or obligation, within three (3) business days from the above date.

If you cancel, any property traded in, and payments made by you under the Contract or sale and any negotiable instrument executed by you will be returned within ten (10) days following receipt by Bay of your cancellation notice and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to Bay, at your residence, in substantially as good condition as when received, any goods delivered to you under this Contract or sale, or you may, if you wish, comply with the instructions of Bay regarding the return shipment of the goods at Bay's expense and risk.

If you do make the goods available to Bay and Bay does not pick them up within twenty (20) days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to do so, then you remain fully liable for performance of all obligations under the Contract.

To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice, or any other written notice, or send telegram to Bay Alarm Corporate Office 5130 Commercial Circle, Concord, CA 94520. No later than midnight of _____. I hereby cancel this transaction.

User's Signature: _____ Date: _____

User: ALUM ROCK UNION SCHOOL DISTRICT

Address: SEE ADDENDUM A City: SEE ADDENDUM A Zip: _____

NOTICE OF CANCELLATION

_____

Date of Transaction

You may cancel this transaction, without any penalty or obligation, within three (3) business days from the above date.

If you cancel, any property traded in, and payments made by you under the Contract or sale and any negotiable instrument executed by you will be returned within ten (10) days following receipt by Bay of your cancellation notice and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to Bay, at your residence, in substantially as good condition as when received, any goods delivered to you under this Contract or sale, or you may, if you wish, comply with the instructions of Bay regarding the return shipment of the goods at Bay's expense and risk.

If you do make the goods available to Bay and Bay does not pick them up within twenty (20) days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to do so, then you remain fully liable for performance of all obligations under the Contract.

To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice, or any other written notice, or send telegram to Bay Alarm Corporate Office 5130 Commercial Circle, Concord, CA 94520. No later than midnight of _____. I hereby cancel this transaction.

User's Signature: _____ Date: _____

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

USER NAME: ALUM ROCK UNION SCHOOL DISTRICT

Addendum A

Old Acct #: (if applicable)	New Lead #: or Acct #:	Site Address	AKA Name Suite/Apt or BLDG #	Premise Number	Description of Work	Monthly Service Fee Per Site	Installation Charge Per Site
4968722		2999 RIDGEMONT DR SAN JOSE CA 95127	ADELANTE DUAL KABGUAGE ACADEMY TK-8	000-000-0000	REFER TO PATROL AGREEMENT	$ 602.23	$ -
4968822		1970 CINDERELLA LANE SAN JOSE CA 95116	ADELANTE DUAL KABGUAGE ACADEMY TK-K	000-000-0000	REFER TO PATROL AGREEMENT	$ 602.23	$ -
4968922		2475 VAN WINKLE LN SAN JOSE CA 95116	APTITUD COMMUNITY ACADEMY GOSS TK-6	000-000-0000	REFER TO PATROL AGREEMENT	$ 602.23	$ -
4969122		1300 TALLAHASSEE DR SAN JOSE CA 95122	CASSEL ELEMENTARY TK-5	000-000-0000	REFER TO PATROL AGREEMENT	$ 602.23	$ -
4969222		2000 KAMMERER AVE SAN JOSE CA 95116	CHAVEZ ELEMENTARY TK-5	000-000-0000	REFER TO PATROL AGREEMENT	$ 602.23	$ -
4969322		3720 E HILLS DR SAN JOSE CA 95127	CURETON ELEMENTARY TK-5	000-000-0000	REFER TO PATROL AGREEMENT	$ 602.23	$ -
4969422		1290 BAL HARBOR WAY SAN JOSE CA 95122	DORSA ELEMENTARY TK-5	000-000-0000	REFER TO PATROL AGREEMENT	$ 602.23	$ -
4969522		1720 HOPKINS DR SAN JOSE CA 95122	FISCHER MIDDLE SCHOOL 6-8	000-000-0000	REFER TO PATROL AGREEMENT	$ 602.23	$ -
4969622		277 MAHONEY DR SAN JOSE CA 95127	GEORGE MIDDLE SCHOOL 6-8	000-000-0000	REFER TO PATROL AGREEMENT	$ 602.23	$ -
4969822		1680 FOLEY AVE SAN JOSE CA 95122	HUBBARD ELEMENTARY TK-5	000-000-0000	REFER TO PATROL AGREEMENT	$ 602.23	$ -
4969922		100 KIRK AVE SAN JOSE CA 95127	LINDA VISTA ELEMENTARY TK -5	000-000-0000	REFER TO PATROL AGREEMENT	$ 602.23	$ -
4970022		1711 E SAN ANTONIO ST SAN JOSE CA 95116	LUCHA ELEMENTARY TK-5	000-000-0000	REFER TO PATROL AGREEMENT	$ 602.23	$ -
4970122		13901 NORDYKE DR SAN JOSE CA 95127	LYNDALE ELEMENTARY TK-5	000-000-0000	REFER TO PATROL AGREEMENT	$ 602.23	$ -
4970322		3311 LUCIAN AVE SAN JOSE CA 95127	MCCOLLAM ELEMENTARY TK-5	000-000-0000	REFER TO PATROL AGREEMENT	$ 602.23	$ -
4970422		1824 DAYTONA DR SAN JOSE CA 95122	MEYER ELEMENTARY TK-5	000-000-0000	REFER TO PATROL AGREEMENT	$ 602.23	$ -
4970522		2800 OCALA AVE SAN JOSE CA 95148	OCALA MIDDLE SCHOOL 6-8	000-000-0000	REFER TO PATROL AGREEMENT	$ 602.23	$ -
4970622		500 ROUGH & READY RD SAN JOSE CA 95133	PAINTER ELEMENTARY TK-5	000-000-0000	REFER TO PATROL AGREEMENT	$ 602.23	$ -
4970822		2050 KAMMERER AVE SAN JOSE CA 95116	RENAISSANE AT MATHSON 6-8	000-000-0000	REFER TO PATROL AGREEMENT	$ 602.23	$ -
4970922		2851 GAY AVE SAN JOSE CA 95127	RUSSO/MCENTEE ACADEMY TK-5	000-000-0000	REFER TO PATROL AGREEMENT	$ 602.23	$ -
4971022		1241 MCGINNESS AVE SAN JOSE CA 95127	RYAN ELEMENTARY TK-5	000-000-0000	REFER TO PATROL AGREEMENT	$ 602.23	$ -
4971122		1721 E SAN ANTONIO ST SAN JOSE CA 95116	SAN ANTONIO ELEMENTARY TK-5	000-000-0000	REFER TO PATROL AGREEMENT	$ 602.23	$ -
4971222		480 ROUGH & STEADY RD SAN JOSE CA 95133	SHEPPARD MIDDLE SCHOOL 6-8	000-000-0000	REFER TO PATROL AGREEMENT	$ 602.17	$ -
						$13,249.00	$0.00

READ ALL PAGES BEFORE YOU SIGN

Printed Name: ED VILLARREAL Jr **Date:** 11/1/24

12.02

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: **November 1, 2024**

Subject: Request for approval of RFP No. 2024-SEL01

Staff Analysis: Social Emotional Learning (SEL) Department solicited RFP for Provisions of Tiered Clinical Support within Wellness Centers for school year 2024-2025 following the federal competitive bid procedures to obtain six clinician support across our wellness centers, price, and service delivery approach. The RFP was publicized for one week via San Jose Mercury News and ARUSD website. On bid opening day, October 28, 2024, we received two RFP's from Faith in Action Community Education Services, LLC (FACES) and The Stepping Stones Group, LLC that met all RFP requirements. SEL recommends awarding FACES based on scoring the highest in the RFP evaluation criteria.

Recommendation: SEL Staff recommends the Board of Trustees approve RFP No. 2024-SEL01 for the 2024-2025 academic year to Faith in Action Community Education Services, LLC (FACES), a mental health provider, whose services align with the Wellness Center goals of the SEL Department and offering the best comprehensive tiered service. As stipulated within the proposal, we anticipate the bid award to be a total of $960,000.

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

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

To the Board of Trustees: Meeting: **November 14, 2024**
Regular Board Meeting

Recommended Approval

12.02
Agenda Placement

German Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Social Emotional Learning (School/Dept.) VENDOR NO. 301255

Submitted by: Annya Artigas, Ed.D., Director

☑ **Independent Contract** ☐ **MOU**

☑ Master Contract

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

Name of Individual/Company: Faith in Action Community Education Services

Address: 401 E. Main Street City: Stockton State: CA Zip: 95202

Phone: (209) 870-0471 Email Address: jbrown@facesedu.org

SSN: _____ or Fed I.D. #: 83-0818579

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on October 11, 2024, and will diligently perform as required and complete performance by June 30, 2025, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

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

Faith in Action Community Education Services will provide six full-time Mental Health Clinicians on-site five days per week for eight hours per day as well as clinical supervision. The expected duties are facilitating group counseling, individual treatment counseling support with students identified as needing services, crisis response services, suicidal ideation, positive behavior, and participating in monthly training and being a part of the CARE team.

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

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

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

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
010	0000	0	5815	00	1110	1000	000070	061	7221	MASTER	

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

F . A . C . E . S

Scope of Work

This budget proposal is to provide 6 full-time time Mental Health Clinicians on-site five days per week for eight hours per day as well as clinical supervision. Duration of services will be from October 11, 2024- June 30, 2025. The expected duties of the Mental Health Clinician are to provide the following services:

- Facilitating group counseling (Social skills, coping, emotional regulation, distress tolerance, Anxiety, Depression, drug addiction ect).
- Individual treatment counseling support with students identified as needing services.
- Crisis Response Services.
- Suicidal Ideation
- Positive Behavior
- Participating in monthly training and being a part of the CARE team

F.A.C.E.S. therapist receive weekly supervision from our internal licensed mental health clinicians in specific areas of therapy including but not limited to: Cognitive Behavior Therapy, Dialectical Behavior Therapy, Psychodynamic Therapy, Interpersonal Therapy, and Humanistic Therapy. Group and individual sessions will be conducted between 60 and 90 minutes per session, allowing for 15-30 minutes before and after session for progress notes.

F.A.C.E.S. clinical supervisors will provide weekly supervision. The expected duties of the clinical supervisors are to provide weekly supervision for three hours per week for all therapists.

Alum Rock Unified School District therapists will receive weekly supervision from our internal licensed mental health clinician supervisors in specific areas of therapy including but not limited to: Cognitive Behavior Therapy, Dialectical Behavior Therapy, Psychodynamic Therapy, Interpersonal Therapy, and Humanistic Therapy. Group and individual sessions will be conducted between 60 and 90 minutes per session, allowing for 15-30 minutes before and after session for progress notes.

This partnership will incorporate collaborative meetings on a monthly basis between the Director of Social Emotional Learning at Alum Rock Unified School District and the Director of F.A.C.E.S. that will ensure best practices and alignment of services. Direct service providers will be required to attend and participate in collaboration meetings twice per month with the CARE team from each school site.

The student records will be maintained on a HIPAA compliant Electronic Health Record System called Simple Practice.

Alum Rock Unified School District (2024-2025)		**Budget Proposal for (7) Full-time on-site Mental Health Clinicians and weekly supervision**		
Hours per Week	Hours per Day	Price per Counselor	Days of Service per week	Total District Budget
40	8	$160,000.00	5	$960,000.00

401 E. Main Street
Stockton, CA 95202
209.870.0471
info@FACESedu.org
FACESedu.org

12.03

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: **October 11, 2024**

Subject: Glen Price Group

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

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

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

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

To the Board of Trustees:

Recommended Approval

12.03
Agenda Placement

Meeting: **November 14, 2024**
Regular Board Meeting

Germán Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Social Emotional Learning (School/Dept.) VENDOR NO. 300729

Submitted by: Annya Artigas, Ed.D., Director

☑ Independent Contract ☐ MOU

☐ Master Contract

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

Name of Individual/Company: Glen Price Group

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

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

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

Mutually agree and promise as follows:

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

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

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

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

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

☑ b. **Other:** $ 180,000.00 (describe rate agreement) _____

5. **BUDGET CODE:**

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

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

Doc ID: 407a6a3f67cdb397d595dd4ce1dea433694cc9da

GPG Scope of Work

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

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

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

GPG Duties and Responsibilities

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

3. Continuous improvement and implementation monitoring and data reporting

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

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

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

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

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

e. Assist with individual site implementation team retreats facilitation

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

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

4. Sustainability planning

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

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

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

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

Timeline

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

Team

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

ARUSD Duties and Responsibilities

In support of this work ARUSD will:

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

Budget

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

13.01

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 30, 2024**

Subject: **Rising Star SpEd Academy**

Staff Analysis: Rising Star Academy is a certified, highly specialized nonpublic school that provides individualized instruction & behavior support services to autistic or severe behaviorally disordered students. We are adding 1 additional student to attend Rising Star Academy at this time. Due to the severity of their disability, a nonpublic school placement is required. This includes Extended School Year.

Recommendation: Staff recommends the Board of Trustees approve the contract increase with Rising Star Academy for the 24-25 school year in the amount of $150,749.33 for a total contract of $375,322.33.

Submitted by: Anthony Colonna Title: Director Special Education

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

To the Board of Trustees: Meeting: **November 14, 2024**
Regular Board Meeting

Recommend Approval

13.01
Agenda Placement

German Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

PURCHASE ORDER / CONTRACT CHANGE ORDER (POCO)

P.O. No. _____ Contract No. _____

Original P.O Amount $_____ Contract Original Amount $224,573

Vendor Name: Rising Star Academy Vendor No. _____

Please check:

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

CONTRACTS ONLY

Change Orders:
Contracts Original Amount $224,573
Change Order #: 1 $150,749.33
Change Order #: _____ $_____
Change Order #: _____ $_____

New Contract Total (including Change Orders) $375,322.33

Line #	FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SUB-OBJ 00	GOAL XXXX	FCTN XXXX	COST-CNTR XXXXXX	LOC XXX	PROG XXXX	$AMOUNT	BUS OFC
1	080	6500	0	5100	00	5750	1120	000000	380	1820	+150,749.33	11/4/24
												11/5/24

Reason for Adjustment:
Due to the severity of the students disability, student will be attending Rising Star Academy.

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

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

_____ Director/Program Manager

_____ Procurement Manager

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

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

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

This agreement is effective on 10/2/2024, or the date the student begins attending a Non-public school and/or receiving services from a Non-public agency. The agreement terminates at 5:00 p.m. on June 30, 2025, unless terminated earlier in accordance with the terms of the Master Contract and applicable law.

NAME OF LOCAL EDUCATION AGENCY ("LEA"): Alum Rock School District

ADDRESS OF LOCAL EDUCATION AGENCY ("LEA"): 2930 Gay Ave San Jose

NAME OF NONPUBLIC SCHOOL/AGENCY ("NPS/NPA"): Rising Star Sped Academy

ADDRESS OF NONPUBLIC SCHOOL/AGENCY ("NPS/NPA"): 21400 Flint Ave San Jose

PUPIL NAME _____ _____ _____ GENDER: ☐ M ☐ F
(Last) (First) (Middle)

ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

PUPIL TELEPHONE NUMBER: (____)_____ DOB: ____/____/____

PUPIL ID/SS NUMBER: _____ GRADE: _____

RESIDENTIAL SETTING: ☐ HOME ☐ JCS ☐ FOSTER/LCI NAME: _____ #_____

☐ OTHER _____

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

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

CONTRACT TERMS:

1. The Contractor will implement all elements of the Master Contract.
   Master Contract approved by the governing board on _____.

2. CONTRACTOR will provide written progress reports to the Office of Special Education before (***insert quarterly dates here***):
   _____
   _____

3. Other Provisions (provide attachments as necessary): _____
   _____
   _____
   _____

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

PUPIL NAME: _____ (Last) _____ (First) _____ (Middle)

A. BASIC EDUCATION PROGRAM (Applies to NPS only)

Number of Days 160 x Per Diem $ 320 = TOTAL BASIC EDUCATION COSTS (A) $ 51,520

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

B. RELATED SERVICES:

	SERVICE PROVIDER			TOTAL MINUTES PER WEEK/ OR SESSION	COST PER SESSION					MAX TOTAL COST FOR CONTRACT PERIOD
	Freq	Duration	Start Date		HOURLY	DAILY	WEEKLY	INDIV	GROUP	
1. Adapted PE										
2. Aide Support				355 min daily	68					64373.33
3. Counseling										
4. OT										
5. PT										
6. Speech/Language				30 x 2				147	131	2499/2227
7. Transportation										
8. Residential Board & Care										
8. Other	BIS			60 min daily	173					27680
9. Other	Meal					10				1600
10. Other	One time	Material fee								850

MAXIMUM TOTAL RELATED SERVICES COST (B) $ 99229.33

MAXIMUM TOTAL BASIC EDUCATION AND RELATED SERVICES COSTS (A+B) $ 150749.33

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

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

LEA

_____
(Signature)

_____
(Type or Print Name)

_____
(Name of LEA)

_____
(Mailing Address)

_____
(City, State, Zip Code)

CONTRACTOR

Cmach
(Signature)

Chloe Mach
(Type or Print Name)

Rising Star Sped Academy
(Name of NPS/NPA)

32108 ALVARADO BLVD, SUITE# 344
(Mailing Address)

Union City, CA, 94587
(City, State, Zip Code)

13.02

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: **November 7, 2024**

Subject: **Curriculum Associates LLC (i-Ready)**

Staff Analysis: i-Ready will provide ELA and Mathematics standards-aligned lessons, progress monitoring, and benchmark assessments targeted for all students in kindergarten through eighth grade. It will also provide all ELA and math teachers with a toolbox of additional resources to address student needs. We will hold a total of 76 training sessions throughout the 24-25 school year split up between each site and district level training days.

Recommendation: Staff recommends the Board of Trustees approve the contract language and increase with i-Ready for the 24-25 school year to add State and Federal and increase in the amount of $17,600 for a total contract of $607,565.48.

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

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

To the Board of Trustees:

Recommend Approval

13.02
Agenda Placement

Meeting: **November 14, 2024**
Regular Board Meeting

German Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

PURCHASE ORDER / CONTRACT CHANGE ORDER (POCO)

P.O. No. _____ Contract No. 257552

Original P.O Amount $_____ Contract Original Amount $589,965.48

Vendor Name: Curriculum Associates LLC Vendor No. 011466

Please check:

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

CONTRACTS ONLY

Change Orders:
Contracts Original Amount $589,965.48
Change Order #: _____ $_____
Change Order #: _____ $_____
Change Order #: _____ $_____

New Contract Total (including Change Orders) $607,565.48

Line #	FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SUB-OBJ 00	GOAL XXXX	FCTN XXXX	COST-CNTR XXXXXX	LOC XXX	PROG XXXX	$AMOUNT	BUS OFC
1	060	2600	0	5815	00	1110	1000	020200	360	7392	17,600.00	

11/4/24

Reason for Adjustment:
Add State and Federal to CO#257552 for the 24-25 FY.
Add additional funds in the total amount of $17,600.00.

11/5/24

School/Dept.: State and Federal Requested by: Veronica Robles

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

Dr. Kiela Jimenez Director/Program Manager

_____ Procurement Manager

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

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

Curriculum Associates®

Prepared For:
Kiela Jimenez
Alum Rock Union SD
2930 Gay Ave,
San Jose, CA 95127

10/3/2024

Dear Kiela Jimenez,

Thank you for requesting a price quote from Curriculum Associates. The chart below provides a summary of the products and/or services included. If you have any questions or would like any changes, please contact us.

Implementation Starting: 2024-2025 Quote ID: 384841.2 Quote Valid through: 12/31/2024

Product	List Price	Net Price
Professional Learning	$18,100.00	$17,600.00
	List Total:	$18,100.00
	Savings:	$500.00
	Shipping/Tax/Other:	$0.00
	Total:	$17,600.00

Thank you again for your interest in Curriculum Associates.

Sincerely

Kenzi Murray
(206) 580-9440
kmurray@cainc.com

Please submit this quote with your purchase order

Curriculum Associates®

Quote ID: 384841.2 **Date: 10/3/2024** **Quote Valid through: 12/31/2024**

Prepared For:
Kiela Jimenez
Alum Rock Union SD
2930 Gay Ave,
San Jose, CA 95127
kiela.jimenez@arusd.org
4089286800

Your Representative:
Kenzi Murray
(206) 580-9440
kmurray@cainc.com

Professional Learning

Product Name	Item #	Qty	List Price	Net Price	Total
Online Educator Learning Site License - Digital PL Courses and Personalized Learning to Compliment Professional Learning Sessions	40124.0	1	$500.00	$0.00	$0.00
Professional Learning Session (up to 6 hours) AY 24-25	38557.0	8	$2,200.00	$2,200.00	$17,600.00
				Professional Learning Subtotal:	$17,600.00

Total

List Total:	$18,100.00
Savings:	$500.00
Merchandise Total:	$17,600.00
Voucher/Credit:	$0.00
Estimated Tax:	$0.00
Estimated Shipping:	$0.00
Total:	**$17,600.00**

Special Notes

All i-Ready purchases require professional learning.

F.O.B.: N. Billerica, MA 01862
Shipping: Shipping based on MDSE total
Terms: Net 30 days, pending credit approval
Fed. ID: #26-3954988

Please submit this quote with your purchase order

N2

Curriculum Associates®

Placing an Order

Email: Orders@cainc.com
Fax: 1-800-366-1158
Mail:
ATTN: CUSTOMER SERVICE DEPT.
Curriculum Associates LLC
153 Rangeway Rd
North Billerica, MA 01862-2013

Please visit CurriculumAssociates.com for more informationabout placing orders or contact CA's customer service department (1-800-225-0248) and reference quote numberfor questions.
Please attach quote to all signed purchase orders.
If tax exempt, please submit a valid exemption certificate with PO and quote in order to avoid processing delays. Exemption certificates can also be submitted to exempt@cainc.com.

Shipping Policy

Unless otherwise noted, shipping costs are calculated as follows:

Order Amount	Freight Amount
$74.99 or less	Max charge of $12.75
$75.00 to $999.99	12% of order
$1,000 to $4,999.99	10% of order

Order Amount	Freight Amount
$5,000.00 to $99,999.99	9% of order
$100,000 and more	7% of order

Please contact your local CA representative or customer service (1-800-225-0248) for expedited shipping rates. The weight limit for an expedited order is 500lbs.

The enhanced shipping and handling services listed below are available upon request subject to the availability of our carrier partners. Please notify us of these delivery requests prior to submitting your PO so that we can include the service on your quote appropriately:

- Interior Location Delivery $50/shipment location
- White Glove Delivery Service $350/shipment location

If our carrier partners are unable to deliver to the location instructed on the PO or you need to change the time or location of delivery, one or more of the following fees may be applicable:

- Delivery Address Change $100/shipment location
- Freight Storage $150/day/shipment location
- Freight Carrier Redelivery $100/shipment location

Unless otherwise expressly indicated, the shipping terms for all deliveries is FOB CA's Shipping Point (whether to a CA or third party facility). Risk of loss and title is passed to purchaser upon transfer of the goods to carrier, standard shipping charges (listedabove) are added to the invoice or included in the unit price unless otherwise specified.

Supply chain challenges outside of Curriculum Associates' control may impact inventory availability for print product. We recommend submission of purchase orders as soon as possible to help ensure timely delivery.

Payment Terms

Payment terms are as follows:

- With credit approval: Net 30 days
- Without credit approval: payment in full at time of order
- Accounts must be current before subsequentshipments are made

To ensure payment processing is timely and environmentally conscious, CA encourages ACH payments. If you would like to pay via ACH, please request remittance information by emailing AR@cainc.com.
Please send any payment notifications to payments@cainc.com. Credit card payments are only accepted for purchases under $50,000.

Invoice Receipt Preference

CA is pleased to offer electronic invoice delivery. Electronic invoice delivery allows CA to deliver your invoice in a timely and environmentally friendly manner. To request electronic invoice delivery please contact the CA Accounts Receivable team at invoices@cainc.com or by fax (1-800-366-1158). Please reference your quote number, provide a valid email address where the invoice should be directed, and indicate you would like to opt into electronic invoice delivery.

Terms of Service

Customer's use of i-Ready® shall be subject to the i-Ready Terms and Conditions of Use, which can be found at i-ready.com/support. Customer's professional-learning sessions will expire two years following the date of your purchase order or the implementation year noted on your quote, whichever comes first and are subject to the Professional Learning Terms of Service, which can be found at i-ready.com/support.

Return Policy

For any non-print products - your subscription may be terminated and you may request a pro-rata refund for unused services within 90 days of license start date. For Professional Learning services, you may request a refund for unused services within 90 days of purchase date. After 90 days, your non-print products and Professional Learning purchase shall be final and no refunds are available. Except for materials sold on a non-refundable basis, purchaser may return, at purchaser risk and expense, purchased print materials with pre-approval from CA's Customer Service department within 12 months of purchase. Please examine your order upon receipt. Before returning material, call CA's Customer Service department (1-800-225-0248 option 2) for return authorization and documentation. When returning material, please include your return authorization number and the return form that will be provided to you by CA's Return department. We do not accept returns on unused i-Ready or Toolbox licenses®, materials that have been used and/or are not in "saleable condition," and individual components of kits or sets including but not limited to BRIGANCE® Kits, Ready® student and teacher sets, Ready Classroom® student and teacher sets, and Magnetic Reading classroom kits.

13.03

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: **October 2, 2024**

Subject: **Pine Hill NPS**

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

Recommendation: Staff recommends the Board of Trustees approve the contract increase with Pine Hill for the 24-25 school year in the amount of $55,190 for a total contract of $125,150.

Submitted by: Anthony Colonna Title: Director Special Education

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

To the Board of Trustees:

Recommend Approval

13.03
Agenda Placement

Meeting: **November 14, 2024**
Regular Board Meeting

German Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

PURCHASE ORDER / CONTRACT CHANGE ORDER (POCO)

P.O. No. _____ Contract No. 257609

Original P.O Amount $_____ Contract Original Amount $ 69,960

Vendor Name: Pine Hill School Vendor No. 12952

Please check:

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

CONTRACTS ONLY

Change Orders:
Contracts Original Amount $69,960
Change Order #: 1 $+55,190
Change Order #: _____ $_____
Change Order #: _____ $_____

New Contract Total (including Change Orders) $125,150

Line #	FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SUB-OBJ 00	GOAL XXXX	FCTN XXXX	COST-CNTR XXXXXX	LOC XXX	PROG XXXX	$AMOUNT	BUS OFC
1	080	6500	0	5100	00	5750	1120	000000	380	1820	+55,190	10/31/24

Reason for Adjustment:
Student is moving Spectrum Center (NPS) to Pine Hill (NPS)

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

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

_____ Director/Program Manager

_____ Procurement Manager

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

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

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

This agreement is effective on September 30, 2024, or the date the student begins attending a Non-public school and/or receiving services from a Non-public agency. The agreement terminates at 5:00 p.m. on June 30, 2025, unless terminated earlier in accordance with the terms of the Master Contract and applicable law.

NAME OF LOCAL EDUCATION AGENCY ("LEA"): Alum Rock Union Elementary SD

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

NAME OF NONPUBLIC SCHOOL/AGENCY ("NPS/NPA"): Pine Hill School

ADDRESS OF NONPUBLIC SCHOOL/AGENCY ("NPS/NPA"): 1325 Bouret Drive, San Jose, CA 95118

PUPIL NAME: _____ _____ _____ GENDER: ☐ M ☐ F
(Last) (First) (Middle)

ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

PUPIL TELEPHONE NUMBER: (____)_____ DOB: ____/____/____

PUPIL ID/SS NUMBER: _____ GRADE: _____

RESIDENTIAL SETTING: ☐ HOME ☐ JCS ☐ FOSTER/LCI NAME: _____ #_____

☐ OTHER _____

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

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

CONTRACT TERMS:

1. The Contractor will implement all elements of the Master Contract.
   Master Contract approved by the governing board on 07/01/2024.

2. CONTRACTOR will provide written progress reports to the Office of Special Education before (***insert quarterly dates here***):
   10/11/24, 12/20/24, 03/21/25, 06/05/25

3. Other Provisions (provide attachments as necessary): _____

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

PUPIL NAME. _____ (Last) _____ (First) _____ (Middle)

A. BASIC EDUCATION PROGRAM (Applies to NPS only)

Number of Days 165 x Per Diem $ 305 = TOTAL BASIC EDUCATION COSTS (A) $ $50,325

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

B. RELATED SERVICES:

	SERVICE PROVIDER			TOTAL MINUTES PER WEEK/ OR SESSION	COST PER SESSION					MAX TOTAL COST FOR CONTRACT PERIOD
	Freq	Duration	Start Date		HOURLY	DAILY	WEEKLY	INDIV	GROUP	
1. Adapted PE										
2. Aide Support										
3. Counseling	weekly	30mins	9/30/24	30mins/wk	$160					$2,720.00
4. OT										
5. PT										
6. Speech/Language										
7. Transportation										
8. Lunch	Daily		09/30/24			$13				$2,145.00
9. Other										
10. Other										
11. Other										

MAXIMUM TOTAL RELATED SERVICES COST (B) $ $4,865.00

MAXIMUM TOTAL BASIC EDUCATION AND RELATED SERVICES COSTS (A+B) $ $55,190

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

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

LEA

_____
(Signature)

_____
(Type or Print Name)

_____
(Name of LEA)

_____
(Mailing Address)

_____
(City, State, Zip Code)

CONTRACTOR

TBevington
(Signature)

Tara Bevington
(Type or Print Name)

Pine Hill School
(Name of NPS/NPA)

1325 Bouret Drive
(Mailing Address)

San Jose, CA 95118
(City, State, Zip Code)

14.01

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: November 1, 2024

Subject: **Acceptance of Donations**

Staff Analysis: The District has received donations as summarized on the sheet dated November 14, 2024.

Recommendation: Staff recommends approval for acceptance of these donations.

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

To the Board of Trustees:

Recommend Approval

14.01
Agenda Placement

Meeting: November 14, 2024
Regular Board Meeting

Germán Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Alum Rock Union Elementary School District
November 14, 2024

ACCEPTANCE OF DONATIONS

DONOR NAME	DESCRIPTION OR PURPOSE	ESTIMATED VALUE	RECEIVING SCHOOL OR DEPARTMENT
Penguin Solutions	Materials & Supplies	$ 5,000.00	Russo/McEntee Elementary

Russo/McEntee Academy

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

November 4, 2024

Alum Rock Union School District

Board of Trustees

2930 Gay Avenue

San Jose, CA 95127

Dear Board of Trustees and Mr. Cerda:

Please accept the donation of $5,000 from Penguin Solutions for the Russo/McEntee Academy

The check for $5000 will be spent on classroom supplies and enhancing educational opportunities for our students

Sincerely,

Tanu Kohli

Principal Russo/McEntee Academy

14.02

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: November 1, 2024

Subject: **Approval of Fundraising Activities**

Staff Analysis: The District has received fundraising requests as summarized on the attached sheet dated November 14, 2024.

Recommendation: Staff recommends approval of these fundraising event requests.

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

To the Board of Trustees:

Recommend Approval

14.02
Agenda Placement

Meeting: November 14, 2024
Regular Board Meeting

Germán Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Alum Rock Union Elementary School District
November 14, 2024

APPROVAL OF FUNDRAISING ACTIVITY

SCHOOL	FUNDRAISING ACTIVITY	ACTIVITY SPONSOR	DATE
Adelante Academy	Holiday Grams' Sales	PTA	12/09/24-12/17/24
Adelante II Academy	Chocolate Sales	PTA	11/15/24-11/15/24
Adelante II Academy	Book Fair Sales	ASB	12/09/24-12/13/24
Adelante II Academy	Ornament Sales	ASB	12/16/24-12/19/24
Adelante II Academy	Squishies Sales	ASB	12/02/24-12/19/24
Adelante II Academy	Keychain Sales	ASB	11/15/24-11/22/24
Dorsa Elementary	Spirit Wear Sales	ASB	11/15/24-06/30/25
Dorsa Elementary	Panda Express Sales	ASB	11/15/24-11/15/24
George Middle	See's Candy Sales	AYA	11/19/24-12/03/24
George Middle	Silent Auction Sales	AYA	04/24/25-04/24/25
George Middle	Red Robin Sales	ASB	01/31/25-01/31/25
L.U.C.H.A.	Walk-a-Thon Sales	PLG	11/22/24-11/22/24
McCollam Elementary	Ornament Sales	PTO	11/15/24-12/30/24
Meyer Elementary	Cookie Dough Sales	ASB	11/15/24-12/02/24
Painter Elementary	Book Fair Sales	ASB	10/14/24-10/18/24
Sheppard Middle	Winter Dance Sales	ASB	12/12/24-12/12/24
Sheppard Middle	Spring Dance Sales	ASB	04/24/25-04/24/25

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FUNDRAISING EVENT APPROVAL FORM

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

School Name: ADELANTE ACADEMY Date: OCT. 21, 2024

Description of Event: Type HOLIDAY GRAMS Vendor _____

Purpose for Event: FUNDRAISING FOR CLASSROOM SUPPLIES

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

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

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

Proposed Date(s) of Event: DEC. 9-17 FEB 3-12 Time of Event: BEFORE SCHOOL, BREAK AFTER SCHOOL

Contact Person: E. DIAZ

Location of Proposed Activity: OUTSIDE OF CLASSROOM #26 / OFFICE

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

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

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

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

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

ASB Advisor: _____ Signature _____ Date

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

Student Council Representative: _____ Signature _____ Date

Principal Approval: _____ Signature 10/21/24 Date

Reviewed by Business Services: _____ Date: 11/4/2024

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

  CNS _____ Date: _____

  Approved _____ Denied _____

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

  Director, MOT: _____ Date: _____

  Operations Mgr.: _____ Date: _____

  Approved _____ Denied _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FUNDRAISING EVENT APPROVAL FORM

Fundraiser #: 3 **(From Financial Plan)**

School Name: Adelante 2 Date: 10/01/24

Description of Event: Type Chocolate sale Vendor World Finest Chocolate

Purpose for Event: Fundraising for future events

If selling food what are the items: Chocolate Brand and package size: World Finest Chocolate Individually wrapped

Explain how food is handled/stored prior to or day of event: Keept in a dry cool place

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

Proposed Date(s) of Event: 11/15/2024 Time of Event: After School off campus only

Contact Person: Denise Rodriguez

Location of Proposed Activity: Off campus

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

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

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

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

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

ASB Advisor: _____ Signature _____ Date

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

Student Council Representative: _____ Signature _____ Date

Principal Approval: _____ Signature 10/3/24 Date

Reviewed by Business Services: _____ Date: 11/4/2024

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

  CNS _____ Date: 11/4/24

  Approved ✓ Denied _____

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

  Director, MOT: _____ Date: _____

  Operations Mgr.: _____ Date: _____

  Approved _____ Denied _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FUNDRAISING EVENT APPROVAL FORM

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

School Name: Adelante II Date: 10/21/24

Description of Event: Type Book Fair Vendor Scholastic

Purpose for Event: Provide students opportunity to purchase books in two languages; Eng/Span

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

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

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

Proposed Date(s) of Event: 12/9/24 - 12/13/24 Time of Event: Before & after school

Contact Person: Deanna Thompson

Location of Proposed Activity: Room C-8

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

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

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

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

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

ASB Advisor: Deanna Thompson (Signature) 10/21/24 (Date)

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

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

Principal Approval: _____ (Signature) 10/21/24 (Date)

Reviewed by Business Services: _____ Date: 11/3/2024

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

  CNS _____ Date: _____

  Approved _____ Denied _____

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

  Director, MOT: _____ Date: _____

  Operations Mgr.: _____ Date: _____

  Approved _____ Denied _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FUNDRAISING EVENT APPROVAL FORM

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

School Name: Adelante 11 Date: 10/22/24

Description of Event: Type Ornament Sales Vendor Amazon (Donation)

Purpose for Event: Raise funds for science camp

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

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

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

Proposed Date(s) of Event: 12/10/24 - 12/19/24 Time of Event: After School

Contact Person: Deanna Thompson

Location of Proposed Activity: Outside cafeteria

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

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

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

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

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

ASB Advisor: Deanna Thompson (Signature) 10/22/24 (Date)

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

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

Principal Approval: Jon Cook (Signature) 10/22/24 (Date)

Reviewed by Business Services: Maria Dew Date: 11/3/2024

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

  CNS _____ Date: _____

  Approved _____ Denied _____

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

  Director, MOT: _____ Date: _____

  Operations Mgr.: _____ Date: _____

  Approved _____ Denied _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FUNDRAISING EVENT APPROVAL FORM

Fundraiser #: 21 **(From Financial Plan)**

School Name: Adelante II Date: 10/28/2024

Description of Event: Type Squishies Sales Vendor [illegible]

Purpose for Event: Raise funds for science camp through the sale of squishies.

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

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

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

Proposed Date(s) of Event: December 2 - 19, 24 Time of Event: 10:10-10:30am & 2:55pm - 3:10pm

Contact Person: Josefina Orejel

Location of Proposed Activity: outside front office

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

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

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

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

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

ASB Advisor: _____ (Signature) 10/28/24 (Date)

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

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

Principal Approval: _____ (Signature) 10/28/24 (Date)

Reviewed by Business Services: _____ Date: 11/3/2024

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

  CNS _____ Date: _____

  Approved _____ Denied _____

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

  Director, MOT: _____ Date: _____

  Operations Mgr.: _____ Date: _____

  Approved _____ Denied _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FUNDRAISING EVENT APPROVAL FORM

Fundraiser #: 20 **(From Financial Plan)**

School Name: Adelante II Date: 10/28/2024

Description of Event: Type Key Chain Sales Vendor

Purpose for Event: Raise funds for science camp through the sale of Key Chains

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

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

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

Proposed Date(s) of Event: 11/15/24 - 11/22/24 Time of Event: 10:10 - 10:30 & 2:55 - 3:10

Contact Person: Josefina Orejel

Location of Proposed Activity: outside front office

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

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

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

ASB Advisor: Signature 10/28/24 Date

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

Student Council Representative: Signature Date

Principal Approval: Signature 10/28/24 Date

Reviewed by Business Services: Date: 11/3/2024

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

  CNS Date:

  Approved Denied

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

  Director, MOT: Date:

  Operations Mgr.: Date:

  Approved Denied

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FUNDRAISING EVENT APPROVAL FORM

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

School Name: Dorsa Elementary Date: 01/26/2024

Description of Event: Type Spirit Wear Sales Vendor Linda Quezada(Our Moon Creations

Purpose for Event: Spirit wear school pride and cultural.

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

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

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

Proposed Date(s) of Event: 11/15/2024 - 06/30/2025 Time of Event: n\a

Contact Person: Daisy Madrigal

Location of Proposed Activity: Campus / Front Office

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

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

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

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

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

ASB Advisor: _____ Signature 10/8/24 Date

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

Student Council Representative: _____ Signature _____ Date

Principal Approval: _____ Signature 10/8/24 Date

Reviewed by Business Services: _____ Date: 11/3/2024

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

  CNS _____ Date: _____

  Approved _____ Denied _____

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

  Director, MOT: _____ Date: _____

  Operations Mgr.: _____ Date: _____

  Approved _____ Denied _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FUNDRAISING EVENT APPROVAL FORM

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

School Name: Dorsa Elementary Date: 09/27/2024

Description of Event: Type Resturant Food Sales Vendor Panda Express

Purpose for Event: To raise funds for 5th grade science camp and ASB activities.

If selling food what are the items: n\a Brand and package size: _____

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

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

Proposed Date(s) of Event: Nov. 15, 2024 Time of Event: Off Campus

Contact Person: Daisy Madrigal

Location of Proposed Activity: Off-Campus at Restaurant

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

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

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

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

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

ASB Advisor: _____ (Signature) 10/3/24 (Date)

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

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

Principal Approval: _____ (Signature) 10/3/24 (Date)

Reviewed by Business Services: _____ Date: 11/3/2024

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

  CNS _____ Date: _____

  Approved _____ Denied _____

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

  Director, MOT: _____ Date: _____

  Operations Mgr.: _____ Date: _____

  Approved _____ Denied _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FUNDRAISING EVENT APPROVAL FORM

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

School Name: Joseph George Date: 9/6/24

Description of Event: Type See's Candy Sale Vendor See's Candies

Purpose for Event: Raise funds for band field trips

If selling food what are the items: See's chocolate Brand and package size: See's Candies Size varies

Explain how food is handled/stored prior to or day of event: Students will sell from a brochure, and given at least one week's notice of when candy is scheduled to arrive. Candies will be stored (sealed) in A C'd room.

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

Proposed Date(s) of Event: 11/19/24 – 12/3/24 Time of Event: outside of school hours

Contact Person: Shaylyn Ocdaz off campus only

Location of Proposed Activity: off of school grounds

Status of Event (please check one): ☐ New Event ☑ Held previously (years): 2023, 2015

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

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

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

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

ASB Advisor: _____ Signature 9/17/24 Date

Student Council Approval Date: 9/17/24 (Middle Schools must attach minutes)

Student Council Representative: _____ Signature 9/17/24 Date

Principal Approval: Emily Mateer Signature 10/7/24 Date

Reviewed by Business Services: Maria Diaz Date: 11/4/2024

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

  CNS _____ Date: 11/4/24

  Approved ✓ Denied _____

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

  Director, MOT: _____ Date: _____

  Operations Mgr.: _____ Date: _____

  Approved _____ Denied _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FUNDRAISING EVENT APPROVAL FORM

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

School Name: Joseph George Date: 9/6/24

Description of Event: Type Silent Auction Vendor n/a

Purpose for Event: Silent auction during free instrumental music concert

If selling food what are the items: n/a Brand and package size: n/a

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

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

Proposed Date(s) of Event: 4/24/25 Time of Event: 5:30 – 7:00pm

Contact Person: Shaylyn Ordaz

Location of Proposed Activity: Joseph George M.S.

Status of Event (please check one): ☐ New Event ☑ Held previously (years): 2023, 2019, 2018

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

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

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

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

ASB Advisor: _____ Signature 9/17/24 Date

Student Council Approval Date: 9/17/24 (Middle Schools must attach minutes)

Student Council Representative: _____ Signature 9/17/24 Date

Principal Approval: _____ Signature 10/7/24 Date

Reviewed by Business Services: _____ Date: 11/3/2024

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

  CNS _____ Date: _____

  Approved _____ Denied _____

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

  Director, MOT: _____ Date: _____

  Operations Mgr.: _____ Date: _____

  Approved _____ Denied _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FUNDRAISING EVENT APPROVAL FORM

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

School Name: Joseph George Date: 9/6/24

Description of Event: Type Restaurant Fundraiser Vendor Red Robin

Purpose for Event: Raise funds for field trips

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

Explain how food is handled/stored prior to or day of event: The restaurant handles all items.

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

Proposed Date(s) of Event: 1/31/25 Time of Event: all day 11am-11pm

Contact Person: Shaylyn Ordaz

Location of Proposed Activity: Red Robin, 2200 Eastridge Loop, San Jose, 95122

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

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

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

ASB Advisor: James Noble _____
Signature Date

Student Council Approval Date: 10/11/24 (Middle Schools must attach minutes)

Student Council Representative: _____
Signature Date

Principal Approval: _____
Signature Date

Reviewed by Business Services: _____ Date: 11/3/2024

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

  CNS _____ Date: _____

  Approved _____ Denied _____

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

  Director, MOT: _____ Date: _____

  Operations Mgr.: _____ Date: _____

  Approved _____ Denied _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FUNDRAISING EVENT APPROVAL FORM

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

School Name: Lucha Date: 10.29.24

Description of Event: Type walkathon-turkey trot Vendor _____

Purpose for Event: Fundraise for our schools field trips and classroom supplies as well as school family events

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

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

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

Proposed Date(s) of Event: 11.22.24 Time of Event: 1 pm

Contact Person: Annette Estrada

Location of Proposed Activity: Lucha campus / field

Status of Event (please check one): ☐ New Event ☑ Held previously (years): 10+ years

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

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

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

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

ASB Advisor: N/A
Signature Date

Student Council Approval Date: June 2024 (Middle Schools must attach minutes)

Student Council Representative: N/A
Signature Date

Principal Approval: _____ 10.18.24
Signature Date

Reviewed by Business Services: Maria Dean Date: 11/3/2024

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

  CNS _____ Date: _____

  Approved _____ Denied _____

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

  Director, MOT: _____ Date: _____

  Operations Mgr.: _____ Date: _____

  Approved _____ Denied _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FUNDRAISING EVENT APPROVAL FORM

Fundraiser #: 8 **(From Financial Plan)**

School Name: McCollam Elementary Date: 10/11/2024

Description of Event: Type Ornament Sales Vendor

Purpose for Event: Raise funds for PTO by selling ornaments

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

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

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

Proposed Date(s) of Event: 11/15 - 12/20/2024 Time of Event: before + After School

Contact Person: Nerissa Ornelas

Location of Proposed Activity: McCollam Elementary

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

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

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

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

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

ASB Advisor: _____ Signature _____ Date

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

Student Council Representative: _____ Signature _____ Date

Principal Approval: _____ Signature 10/11/24 Date

Reviewed by Business Services: Maria Deutsch Date: 10/14/2024

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

  CNS _____ Date: _____

  Approved _____ Denied _____

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

  Director, MOT: _____ Date: _____

  Operations Mgr.: _____ Date: _____

  Approved _____ Denied _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FUNDRAISING EVENT APPROVAL FORM

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

School Name: Meyer Date: October 7, 2024

Description of Event: Type cookie dough Vendor Nor Cal Fundraising

Purpose for Event: Raise money for bus transportation for field trips

If selling food what are the items: cookie dough Brand and package size: _____

Explain how food is handled/stored prior to or day of event: Upon delivery parent must pick up same day

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

Proposed Date(s) of Event: 11/15/2024 - 12/2/2024 Time of Event: off campus only

Contact Person: Yissel Vega

Location of Proposed Activity: Off Campus

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

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

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

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

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

ASB Advisor: _____ Signature _____ Date

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

Student Council Representative: _____ Signature _____ Date

Business Services: ~~Principal~~ Approval: Maria Nieto 11/4/2024

Principal: Signature Date

Reviewed by Business Services: _____ Date: 10/8/24

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

  CNS _____ Date: 10/4/24

  Approved ✓ Denied _____

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

  Director, MOT: _____ Date: _____

  Operations Mgr.: _____ Date: _____

  Approved _____ Denied _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FUNDRAISING EVENT APPROVAL FORM

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

School Name: Ben Painter Elementary Date: 10/09/2024

Description of Event: Type Book Fair Vendor Scholastic Book Fair

Purpose for Event: Money will be used towards purchasing materials for assemblies and showcases.

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

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

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

Proposed Date(s) of Event: 10/14/2024-10/18/2024 Time of Event: 1:30 PM - 5:00 PM

Contact Person: Crystal Nevarez

Location of Proposed Activity: School Site- room 27

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

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

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

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

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

ASB Advisor: _____ Signature 10/14/2024 Date

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

Student Council Representative: _____ Signature 10/14/2024 Date

Principal Approval: _____ Signature 10/10/24 Date

Reviewed by Business Services: _____ Date: 11/3/2024

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

  CNS _____ Date: _____

  Approved _____ Denied _____

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

  Director, MOT: _____ Date: _____

  Operations Mgr.: _____ Date: _____

  Approved _____ Denied _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FUNDRAISING EVENT APPROVAL FORM

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

School Name: Sheppard Date: 9/13/24

Description of Event: Type Winter Dance Vendor _____

Purpose for Event: building school spirit and community

If selling food what are the items: water, soda, chips, Brand and package size: various
cookies, candy in original packaging

Explain how food is handled/stored prior to or day of event: all food will be stored in office until the day of the event

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

Proposed Date(s) of Event: 12/12/24 Time of Event: 2:45-4:15 pm

Contact Person: Brieana White

Location of Proposed Activity: Sheppard

Status of Event (please check one): ☐ New Event ☑ Held previously (years): 23-24, 22-23

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

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

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

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

ASB Advisor: Brieana White _____
Signature Date

Student Council Approval Date: 9/13/24 (Middle Schools must attach minutes)

Student Council Representative: _____ 9/13/24
Signature Date

Principal Approval: _____ 9/13/24
Signature Date

Reviewed by Business Services: _____ Date: 11/4/2024

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

CNS _____ Date: 11/4/24

Approved ✓ Denied _____

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

Director, MOT: _____ Date: _____

Operations Mgr.: _____ Date: _____

Approved _____ Denied _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FUNDRAISING EVENT APPROVAL FORM

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

School Name: Sheppard Date: 9/13/24

Description of Event: Type Spring Dance Vendor _____

Purpose for Event: building school spirit and community

If selling food what are the items: water, soda, chips, cookies, candy in original packaging Brand and package size: various

Explain how food is handled/stored prior to or day of event: all food will be stored in office until the day of the event

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

Proposed Date(s) of Event: 4/24/25 Time of Event: 2:45-4:15 pm

Contact Person: Brieana White

Location of Proposed Activity: Sheppard

Status of Event (please check one): ☐ New Event ☑ Held previously (years): 23-24, 22-23

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

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

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

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

ASB Advisor: Brieana White (Signature) 9/13/24 (Date)

Student Council Approval Date: 9/13/24 (Middle Schools must attach minutes)

Student Council Representative: _____ (Signature) 9/13/24 (Date)

Principal Approval: _____ (Signature) 9/13/24 (Date)

Reviewed by Business Services: Maria Nuñez Date: 11/4/2024

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

  CNS _____ Date: 11/4/24

  Approved ✓ Denied _____

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

  Director, MOT: _____ Date: _____

  Operations Mgr.: _____ Date: _____

  Approved _____ Denied _____

14.03

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF TRUSTEES

To the Board of Trustees: November 5, 2024

Subject: **Vendor & Payroll Warrants**

Staff Analysis: Summary of Vendor and Payroll Warrants issued during October month of Fiscal Year 2024/2025.

Total of vendor warrants	$	9,681,147.71
Total of payroll warrants	$	5,129,490.94
Total	**$**	**14,810,638.65**

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

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

To the Board of Trustees:

Recommend Approval

14.03
Agenda Placement

Meeting: November 14, 2024
Regular Board Meeting

Germán Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

October 2024

Fund	VENDOR WARRANTS	AMOUNT
010,050,060,080	General Fund (Incl Payroll A/P)	$5,881,301.68
120	Child Development Fund	$1,216,194.52
130	Cafeteria Fund	$382,338.84
140	Deferred Maintenance Fund	$0.00
210	Building Fund	$672,946.99
250	Capital Facilities Fund	$0.00
350	County School Facility Fund	$0.00
400	Special Reserve for Capital Outlay Fund	$0.00
670	Health and Welfare & Workers Comp	$1,522,245.34
	Subtotal	**$9,675,027.37**
088	Student Body Fund	$6,120.34
	Total Vendor Warrants	**$9,681,147.71**

	PAYROLL WARRANTS	
	10th of the month	$486,712.55
	EOM Payroll	$4,642,778.39
	AREA EOM	$0.00
	Manual Checks	$0.00
	Void Checks	$0.00
	Total Payroll Warrants	**$5,129,490.94**
	Grand Total All Warrants	**$14,810,638.65**

	From		To
AP Warrants used #	4025874	-	4026353
Payroll Direct Deposit Pay Stub used #	4779230	-	4780909
Payroll Checks used #	4407257	-	4407361

AP Check Register - Pivot Table Summary by Vendor
October 2024

Vendor Name	Date	Warrant #	Description	Fund	Sum of Amount
4IMPRINT INC.	10/18/2024	4026129	CCELC STICKERS	060	$ 380.34
	10/25/2024	4026318	MATERIALS AND SUPPLIES	010	$ 1,619.21
4IMPRINT INC. Total					$ 1,999.55
ABC TREE FARMS	10/24/2024	4026226	ADMISSION FEES PUMPKIN PATCH	060	$ 396.00
ABC TREE FARMS Total					$ 396.00
ACCELERATE LEARNING INC	10/11/2024	4026019	STEMSCOPES LICENSING	060	$ 30,090.00
ACCELERATE LEARNING INC Total					$ 30,090.00
ACE EMPOWER ACADEMY	10/4/2024	4025917	TRF TO CHARTER SCHL IN LI	010	$ 71,794.00
		4025951	TRF TO CHARTER SCHL IN LI	010	$ 47,863.00
ACE EMPOWER ACADEMY Total					$ 119,657.00
ACHIEVE KIDS	10/18/2024	4026143	SUBAGREEMENTS FOR SERVICE	080	$ 9,539.00
ACHIEVE KIDS Total					$ 9,539.00
ACSA	10/31/2024	4026352	DUES AND MEMBERSHIPS	010	$ 1,000.00
ACSA Total					$ 1,000.00
ACTION ROAD SOLUTIONS LLC	10/11/2024	4026069	MARIELA HEREDIA	010	$ 429.00
ACTION ROAD SOLUTIONS LLC Total					$ 429.00
AFTER SCHOOL MUSIC ACADEMY LLC	10/18/2024	4026144	CONTRACTED SERVICES	060	$ 92,400.00
AFTER SCHOOL MUSIC ACADEMY LLC Total					$ 92,400.00
AIR FILTER/CONTROL	10/4/2024	4025890	OPEN PO FY-2024/2025	050	$ 78.53
	10/18/2024	4026188	OPEN P.O. FY 2024/2025	050	$ 22,384.21
	10/25/2024	4026319	OPEN PO FY-2024/2025	050	$ 34.37
AIR FILTER/CONTROL Total					$ 22,497.11
ALECIA KELLEY	10/4/2024	4025918	MATERIALS AND SUPPLIES	060	$ 233.56
ALECIA KELLEY Total					$ 233.56
ALICIA G GONZALEZ	10/4/2024	4025919	MATERIALS AND SUPPLIES	130	$ 150.00
ALICIA G GONZALEZ Total					$ 150.00
ALISA BAKER	10/11/2024	4026020	CONTRACTED SERVICES	080	$ 7,700.00
ALISA BAKER Total					$ 7,700.00
ALLIED REFRIGERATION INC.	10/4/2024	4025891	MATERIALS AND SUPPLIES	050	$ 447.50
	10/11/2024	4025978	MATERIALS AND SUPPLIES	050	$ 442.03
	10/25/2024	4026320	MATERIALS AND SUPPLIES	050	$ 264.87
ALLIED REFRIGERATION INC. Total					$ 1,154.40
ALPHA BLANCA ALVARADO(ALPHA1)	10/4/2024	4025920	TRF TO CHARTER SCHL IN LI	010	$ 173,682.00
		4025952	TRF TO CHARTER SCHL IN LI	010	$ 115,788.00
ALPHA BLANCA ALVARADO(ALPHA1) Total					$ 289,470.00
ALPHA JOSE HERNANDEZ (ALPHA	10/4/2024	4025921	TRF TO CHARTER SCHL IN LI	010	$ 166,855.00
		4025953	TRF TO CHARTER SCHL IN LI	010	$ 111,236.00
ALPHA JOSE HERNANDEZ (ALPHA Total					$ 278,091.00
ALUM ROCK #305	10/30/2024	4026338	DUES	010	$ 414.00
ALUM ROCK #305 Total					$ 414.00
ALUM ROCK ADMINISTRATORS ASSOC	10/30/2024	4026339	DUES	010	$ 590.00
ALUM ROCK ADMINISTRATORS ASSOC Total					$ 590.00
AMAZON.COM LLC	10/4/2024	4025892	MATERIALS AND SUPPLIES	010	$ 81.99
		4025892	PLC BOOKS	060	$ 11,323.76
		4025954	MATERIALS AND SUPPLIES	010	$ 76.55
	10/11/2024	4025979	MATERIALS AND SUPPLIES	010	$ 184.44
		4025979	MATERIALS AND SUPPLIES	120	$ 186.05
		4025979	PLC BOOKS	060	$ 389.16
		4025979	TEACHER SUPPLIES	010	$ 260.80
		4026021	MATERIALS AND SUPPLIES	010	$ 190.92
		4026070	ETHNIC STUDIES MATERIALS	010	$ 19.69
		4026082	MATERIALS AND SUPPLIES	010	$ 644.34
	10/18/2024	4026145	MATERIALS AND SUPPLIES	010	$ 247.68
		4026172	MATERIALS AND SUPPLIES	010	$ 1,877.15
		4026172	MATERIALS AND SUPPLIES	060	$ 349.65
		4026172	MATERIALS AND SUPPLIES	120	$ 647.93
		4026172	TECHNOLOGY	060	$ 367.76
		4026189	MATERIALS AND SUPPLIES	010	$ 31,272.11
		4026189	MATERIALS AND SUPPLIES	120	$ 90.76
	10/25/2024	4026228	MATERIALS AND SUPPLIES	010	$ 398.73
		4026234	OFFICE FURNITURE	010	$ 32.80
		4026278	MATERIALS AND SUPPLIES	010	$ 1,032.10
		4026278	MATERIALS AND SUPPLIES	060	$ 341.46
		4026278	MATERIALS AND SUPPLIES	120	$ 282.26
AMAZON.COM LLC Total					$ 50,298.09
AMBER MICHELLE JOHNSTONE	10/11/2024	4026022	TRAVEL AND CONFERENCES	060	$ 141.24
AMBER MICHELLE JOHNSTONE Total					$ 141.24
AMERICAN FIDELITY ASSURANCE	10/30/2024	4026340	MEDICAL INSURANCE	010	$ 10,990.56
		4026340	VOLUNTARY DEDUCTIONS	010	$ 750.00
AMERICAN FIDELITY ASSURANCE Total					$ 11,740.56
AMERICAN FIDELITY ASSURANCE CO	10/30/2024	4026341	OTHER INSURANCE	010	$ 27,691.05
AMERICAN FIDELITY ASSURANCE CO Total					$ 27,691.05
AMY ELIZABETH RODRIGUES	10/11/2024	4026023	MILEAGE	010	$ 34.84
		4026023	TRAVEL AND CONFERENCES	010	$ 15.00
AMY ELIZABETH RODRIGUES Total					$ 49.84
ANA ALEJANDRES	10/18/2024	4026213	MATERIALS AND SUPPLIES	130	$ 139.43
ANA ALEJANDRES Total					$ 139.43

Vendor Name	Date	Warrant #	Description	Fund	Sum of Amount
ANDRE BOUDIN BAKERIES	10/11/2024	4025980	MATERIALS AND SUPPLIES	010	$ 713.39
ANDRE BOUDIN BAKERIES Total					$ 713.39
ANDREA MARTINEZ	10/31/2024	4026353	LEGAL EXPENSES	010	$ 842.40
ANDREA MARTINEZ Total					$ 842.40
ANGELA MARIA CUELLAR	10/18/2024	4026146	PERMIT FEES	010	$ 27.00
ANGELA MARIA CUELLAR Total					$ 27.00
ANGELICA AGUILERA	10/11/2024	4026024	MILEAGE	010	$ 68.95
ANGELICA AGUILERA Total					$ 68.95
ANTHONY COLONNA	10/25/2024	4026251	TRAVEL AND CONFERENCES	080	$ 282.00
ANTHONY COLONNA Total					$ 282.00
ANTONIO ANAYA	10/4/2024	4025955	MILEAGE	010	$ 54.27
ANTONIO ANAYA Total					$ 54.27
ARCINA RISK GROUP, LLC	10/25/2024	4026279	PROF/CONSULT SVC OPERATIN	010	$ 1,453.38
ARCINA RISK GROUP, LLC Total					$ 1,453.38
ARELY MARGARITA FLORES	10/25/2024	4026252	TEACHER SUPPLIES	010	$ 63.16
ARELY MARGARITA FLORES Total					$ 63.16
ASSOCIATION OF CALIFORNIA	10/30/2024	4026342	DUES	010	$ 3,455.62
ASSOCIATION OF CALIFORNIA Total					$ 3,455.62
AT&T	10/17/2024	4026112	TELEPHONE	010	$ 4,230.56
		4026113	TELEPHONE	010	$ 96.80
AT&T Total					$ 4,327.36
AUDREY DIAZ	10/18/2024	4026173	TEACHER SUPPLIES	010	$ 200.00
AUDREY DIAZ Total					$ 200.00
AVID CENTER	10/4/2024	4025879	FOR PAYMENT ONLY	010	$ 5,883.00
AVID CENTER Total					$ 5,883.00
A-Z BUS SALES INC	10/4/2024	4025889	BUS SUPPLIES	010	$ 529.12
	10/18/2024	4026142	BUS SUPPLIES	010	$ 716.64
	10/25/2024	4026277	BUS SUPPLIES	010	$ 383.52
A-Z BUS SALES INC Total					$ 1,629.28
BALLOONATICS INC.	10/4/2024	4025922	MATERIALS AND SUPPLIES	010	$ 1,188.00
	10/11/2024	4025981	MATERIALS AND SUPPLIES	010	$ 1,411.40
	10/18/2024	4026174	MATERIALS AND SUPPLIES	010	$ 643.00
BALLOONATICS INC. Total					$ 3,242.40
BARAJAS DIAZ, LETICIA	10/18/2024	4026214	MATERIALS AND SUPPLIES	010	$ 129.66
		4026214	TEACHER SUPPLIES	010	$ 269.34
BARAJAS DIAZ, LETICIA Total					$ 399.00
BARNES AND NOBLE	10/4/2024	4025923	TEACHER SUPPLIES	010	$ 54.17
	10/25/2024	4026280	BOOKS FOR STUDENTS	060	$ 127.58
BARNES AND NOBLE Total					$ 181.75
BATTERY SYSTEMS INC	10/11/2024	4025982	OPEN P.O. FY 2024/2025	050	$ 260.15
BATTERY SYSTEMS INC Total					$ 260.15
BAY AREA FLOOR MACHINE	10/11/2024	4025983	OPEN P.O. FOR 2024-2025	010	$ 1,495.48
	10/18/2024	4026147	OPEN P.O. FOR 2024-2025	010	$ 68.00
BAY AREA FLOOR MACHINE Total					$ 1,563.48
BENCHMARK EDUCATION COMPANY	10/11/2024	4026025	BENCHMARK LICENSES	060	$ 114,196.48
		4026083	BENCHMARK EDUCATION CURRICULUM	060	$ 15,539.97
BENCHMARK EDUCATION COMPANY Total					$ 129,736.45
BERTHA RAZO	10/11/2024	4025984	MATERIALS AND SUPPLIES	060	$ 24.04
		4026026	MATERIALS AND SUPPLIES	010	$ 131.15
BERTHA RAZO Total					$ 155.19
BIANCA ORTIZ	10/11/2024	4026027	MILEAGE	080	$ 59.23
BIANCA ORTIZ Total					$ 59.23
BINAIFER PATEL	10/25/2024	4026253	TEACHER SUPPLIES	010	$ 138.80
BINAIFER PATEL Total					$ 138.80
BIOMETRICS4ALL INC.	10/4/2024	4025924	FINGER PRINTING	010	$ 48.75
BIOMETRICS4ALL INC. Total					$ 48.75
BLACK OAK SPEECH THERAPY, INC.	10/11/2024	4026028	CONTRACTED SERVICES	080	$ 12,430.00
BLACK OAK SPEECH THERAPY, INC. Total					$ 12,430.00
BLAKE HARLAN BUCHANAN	10/18/2024	4026148	TRAVEL AND CONFERENCES	080	$ 210.00
BLAKE HARLAN BUCHANAN Total					$ 210.00
BLUETRITON BRANDS INC.	10/3/2024	4025875	MATERIALS AND SUPPLIES	010	$ 759.62
		4025875	MATERIALS AND SUPPLIES	080	$ 37.01
		4025875	MATERIALS AND SUPPLIES	130	$ 123.88
	10/17/2024	4026114	GARAGE	010	$ 177.11
		4026114	MATERIALS AND SUPPLIES	010	$ 1,391.61
		4026114	MATERIALS AND SUPPLIES	050	$ 108.39
	10/24/2024	4026225	MATERIALS AND SUPPLIES	010	$ 697.48
		4026225	MATERIALS AND SUPPLIES	080	$ 131.95
	10/31/2024	4026350	MATERIALS AND SUPPLIES	010	$ 263.67
		4026350	MATERIALS AND SUPPLIES	130	$ 135.87
BLUETRITON BRANDS INC. Total					$ 3,826.59
BRANDINGOUT LLC	10/4/2024	4025893	MATERIALS AND SUPPLIES	010	$ 6,516.02
BRANDINGOUT LLC Total					$ 6,516.02
BRAVO, MANDY	10/25/2024	4026254	TEACHER SUPPLIES	010	$ 207.35
BRAVO, MANDY Total					$ 207.35
BRIEANA WHITE	10/25/2024	4026300	MATERIALS AND SUPPLIES	088	$ 136.95
BRIEANA WHITE Total					$ 136.95

Vendor Name	Date	Warrant #	Description	Fund	Sum of Amount
CALIFORNIA DEPARTMENT OF	10/29/2024	4026335	ACCTS PAYABLE-USE TAX	010	$ 192.98
		4026335	ACCTS PAYABLE-USE TAX	060	$ 77.60
		4026335	ACCTS PAYABLE-USE TAX	120	$ 258.42
		4026337	ADMINISTRATION COST	010	$ 20.00
CALIFORNIA DEPARTMENT OF Total					**$ 549.00**
CALIFORNIA UNITED MECHANICAL,	10/18/2024	4026190	MARIELA HEREDIA	050	$ 1,361.00
CALIFORNIA UNITED MECHANICAL, Total					**$ 1,361.00**
CAL-STEAM INC.	10/4/2024	4025894	OPEN PO 2024-2025	050	$ 3.12
	10/25/2024	4026321	OPEN PO 2024-2025	050	$ 1,121.90
CAL-STEAM INC. Total					**$ 1,125.02**
CAMBIUM LEARNING INC.	10/4/2024	4025925	TRANSMATH TEXTBOOKS	060	$ 2,936.64
	10/11/2024	4026084	READ WELL CURRICULUM	060	$ 36,159.97
	10/25/2024	4026301	MATERIALS AND SUPPLIES	060	$ 9,977.37
CAMBIUM LEARNING INC. Total					**$ 49,073.98**
CAMPUS CONSORTIUM FOUNDATION	10/4/2024	4025926	CONTRACTED SERVICES	010	$ 350.00
CAMPUS CONSORTIUM FOUNDATION Total					**$ 350.00**
CANON FINANCIAL SERVICES INC.	10/17/2024	4026126	5 HP COLOR PRINTERS FOR MS KI	130	$ 300.75
		4026126	APE	080	$ 55.79
		4026126	HR SWITCHBOARD AREA	010	$ 40.47
		4026126	OCALA SELPA	080	$ 55.79
		4026126	PRESLEY CTR @ CHAVEZ	080	$ 55.79
		4026126	PREVENTIVE EQUIP MAINTENA	010	$ 53.60
		4026126	RENTAL & LEASES-OTHR CONT	010	$ 2,660.02
		4026126	RENTAL & LEASES-OTHR CONT	060	$ 2,442.35
		4026126	RENTAL & LEASES-OTHR CONT	050	$ 127.97
		4026126	RENTAL & LEASES-OTHR CONT	130	$ 145.47
		4026126	RENTAL & LEASES-OTHR CONT	210	$ 127.97
		4026126	SELPA @ RYAN	080	$ 55.78
	10/18/2024	4026171	RENTAL & LEASES-OTHR CONT	010	$ 6,528.23
		4026171	RENTAL & LEASES-OTHR CONT	060	$ 1,419.69
		4026171	RENTAL & LEASES-OTHR CONT	080	$ 197.98
CANON FINANCIAL SERVICES INC. Total					**$ 14,267.65**
CARMELINA BAUTISTA	10/11/2024	4026029	MILEAGE	010	$ 43.55
CARMELINA BAUTISTA Total					**$ 43.55**
CDW LLC	10/4/2024	4025895	MATERIALS AND SUPPLIES	010	$ 230.10
		4025895	TEACHER MATERIALS	010	$ 173.86
	10/18/2024	4026191	austrom@cdwg.com	010	$ 173.86
CDW LLC Total					**$ 577.82**
CELLCO PARTNERSHIP	10/14/2024	4026107	CELLULAR	010	$ 6,520.30
CELLCO PARTNERSHIP Total					**$ 6,520.30**
CENGAGE LEARNING INC	10/11/2024	4025985	TITLE III/OCALA	060	$ 2,285.94
CENGAGE LEARNING INC Total					**$ 2,285.94**
CHELTENHAM TO CARMEL HOLDINGS,	10/17/2024	4026120	FOOD	130	$ 24,599.83
CHELTENHAM TO CARMEL HOLDINGS, Total					**$ 24,599.83**
CHEN, CINDY	10/25/2024	4026255	TEACHER SUPPLIES	010	$ 301.71
CHEN, CINDY Total					**$ 301.71**
CHRIS D LEYVA	10/18/2024	4026130	MILEAGE	050	$ 44.22
CHRIS D LEYVA Total					**$ 44.22**
CINTAS CORPORATION	10/4/2024	4025880	CONTRACTED SERVICES	010	$ 380.35
		4025880	CONTRACTED SERVICES	050	$ 74.79
		4025896	CONTRACTED SERVICES	010	$ 756.08
		4025896	CONTRACTED SERVICES	050	$ 149.58
	10/11/2024	4025986	CONTRACTED SERVICES	010	$ 347.23
		4025986	CONTRACTED SERVICES	050	$ 78.51
	10/18/2024	4026192	CONTRACTED SERVICES	010	$ 386.76
		4026192	CONTRACTED SERVICES	050	$ 82.23
CINTAS CORPORATION Total					**$ 2,255.53**
CITY OF SAN JOSE	10/4/2024	4025927	PRE24-235	210	$ 2,534.00
	10/17/2024	4026123	WARRANT PICKUP	088	$ 1,430.00
		4026124	OUTDR ED-FLD TRIP-ADMISSI	060	$ 890.00
		4026125	FIELDTRIP 10.18.2024 - GR.TK/K	088	$ 672.00
	10/24/2024	4026227	Prusch Farm Tour - Field Trip	060	$ 768.00
CITY OF SAN JOSE Total					**$ 6,294.00**
CITY YEAR INC.	10/25/2024	4026235	MARIELA HEREDIA	060	$ 31,250.00
CITY YEAR INC. Total					**$ 31,250.00**
CLAUDIA GOMEZ HERNANDEZ	10/4/2024	4025928	MILEAGE	130	$ 36.18
CLAUDIA GOMEZ HERNANDEZ Total					**$ 36.18**
COAST DESIGNS	10/25/2024	4026236	MATERIALS AND SUPPLIES	010	$ 3,308.30
COAST DESIGNS Total					**$ 3,308.30**
COLBI TECHNOLOGIES INC.	10/25/2024	4026237	QUALITY BIDDERS-CUPPCCAA	010	$ 7,500.00
COLBI TECHNOLOGIES INC. Total					**$ 7,500.00**
CONSTRUCTION TESTING SERVICES,	10/25/2024	4026281	INSPECTION	210	$ 5,304.45
CONSTRUCTION TESTING SERVICES, Total					**$ 5,304.45**
CONSUELO MEDINA	10/18/2024	4026149	MATERIALS AND SUPPLIES	010	$ 133.66
CONSUELO MEDINA Total					**$ 133.66**
COUNTY BUILDING MATERIALS INC.	10/11/2024	4026071	OPEN P.O. FY 2024/2025	050	$ 9,118.48
COUNTY BUILDING MATERIALS INC. Total					**$ 9,118.48**

Vendor Name	Date	Warrant #	Description	Fund		Sum of Amount
CPM EDUCATIONAL PROGRAM	10/11/2024	4026030	CPM MATH TOOLKITS MS	060	$	19,720.44
		4026030	CPM TE LICENSES	060	$	75.00
		4026030	CPM TEACHER LICENSES	060	$	1,575.00
CPM EDUCATIONAL PROGRAM Total					**$**	**21,370.44**
CREAM CO. LLC	10/11/2024	4025987	FOOD	130	$	1,411.00
		4026085	FOOD	130	$	14,178.24
	10/25/2024	4026238	FOOD	130	$	7,244.68
CREAM CO. LLC Total					**$**	**22,833.92**
CROWN CASTLE INTERNATIONAL	10/14/2024	4026108	TELEPHONE	010	$	3,387.77
CROWN CASTLE INTERNATIONAL Total					**$**	**3,387.77**
CRYSTAL CREAMERY INC.	10/17/2024	4026121	FOOD	130	$	61,321.93
CRYSTAL CREAMERY INC. Total					**$**	**61,321.93**
CSEA VICTORY CLUB	10/30/2024	4026343	DUES	010	$	33.00
		4026343	VOLUNTARY DEDUCTIONS	010	$	51.00
CSEA VICTORY CLUB Total					**$**	**84.00**
CTBOOK HOLDINGS LLC	10/4/2024	4025956	JACKIE MONTEJANO	060	$	1,812.62
CTBOOK HOLDINGS LLC Total					**$**	**1,812.62**
CUT TIME LLC	10/4/2024	4025897	LICENSING AGREEMENTS	010	$	365.00
		4025897	PREPAID EXPENDITURES	010	$	730.00
CUT TIME LLC Total					**$**	**1,095.00**
DAISY MADRIGAL	10/4/2024	4025957	MATERIALS AND SUPPLIES	010	$	203.24
DAISY MADRIGAL Total					**$**	**203.24**
DANNIS WOLIVER KELLY	10/25/2024	4026282	TRAVEL AND CONFERENCES	010	$	2,000.00
		4026302	LEGAL EXPENSES	210	$	778.00
DANNIS WOLIVER KELLY Total					**$**	**2,778.00**
DAVID ROY	10/28/2024	4026333	PARCEL TAX	010	$	228.86
	10/25/2024	4026256	PARCEL TAX	010	$	435.80
DAVID ROY Total					**$**	**664.66**
DBA: AMERGIS HEALTHCARE STAFFI	10/4/2024	4025881	MARIELA HEREDIA	010	$	7,222.16
	10/11/2024	4026072	CONTRACTED SERVICES	080	$	96,744.36
		4026086	MARIELA HEREDIA	010	$	10,172.50
	10/25/2024	4026283	MARIELA HEREDIA	010	$	7,249.80
DBA: AMERGIS HEALTHCARE STAFFI Total					**$**	**121,388.82**
DBA: EARLY LEARNING SOLUTIONS	10/4/2024	4025882	LICENSE FOR MATH PROGRAM	060	$	535.00
DBA: EARLY LEARNING SOLUTIONS Total					**$**	**535.00**
DBA: ELMA'S CATERING & EVENTS	10/4/2024	4025898	MATERIALS AND SUPPLIES	010	$	300.67
DBA: ELMA'S CATERING & EVENTS Total					**$**	**300.67**
DBA: PALACE BUSINESS SOLUTIONS	10/4/2024	4025899	MATERIALS AND SUPPLIES	010	$	5,773.57
	10/11/2024	4026031	MATERIALS AND SUPPLIES	010	$	33,084.35
		4026087	MATERIALS AND SUPPLIES	010	$	7,436.21
	10/18/2024	4026131	MATERIALS AND SUPPLIES	010	$	7,098.45
		4026150	MATERIALS AND SUPPLIES	010	$	8,014.56
		4026215	MATERIALS AND SUPPLIES	010	$	3,352.85
DBA: PALACE BUSINESS SOLUTIONS Total					**$**	**64,759.99**
DECKER INC.	10/25/2024	4026284	SALES@SCHOOLFIX.COM	010	$	123.47
DECKER INC. Total					**$**	**123.47**
DIAZ SEPULVEDA, LINDA	10/4/2024	4025883	MATERIALS AND SUPPLIES	010	$	175.90
DIAZ SEPULVEDA, LINDA Total					**$**	**175.90**
DILIGENT CORPORATION	10/25/2024	4026239	LICENSING AGREEMENTS	010	$	21,000.00
DILIGENT CORPORATION Total					**$**	**21,000.00**
DOLORES QUINTERO	10/25/2024	4026303	MATERIALS AND SUPPLIES	010	$	114.83
DOLORES QUINTERO Total					**$**	**114.83**
DUNN-EDWARDS CORPORATION	10/11/2024	4025988	OPEN P.O. FY-2024/2025	010	$	561.51
DUNN-EDWARDS CORPORATION Total					**$**	**561.51**
E.L. ACHIEVE INC.	10/4/2024	4025900	MATERIALS AND SUPPLIES	060	$	7,673.53
		4025900	VIRTUAL SECONDARY CM INSTITUTE	060	$	3,000.00
	10/18/2024	4026151	DISTRICT ANNUAL RENEWAL FEE	060	$	5,000.00
	10/25/2024	4026240	MATERIALS FOR PD	060	$	12,517.25
E.L. ACHIEVE INC. Total					**$**	**28,190.78**
EAST BAY REFRIGERATION INC.	10/4/2024	4025901	MARIELA HEREDIA	130	$	854.84
		4025901	RENTAL UNIT REACH IN REFRIGERA	130	$	150.39
	10/11/2024	4025989	MARIELA HEREDIA	130	$	557.19
		4026088	DELIVERY-SET UP OF RENTAL UNIT	130	$	1,113.50
EAST BAY REFRIGERATION INC. Total					**$**	**2,675.92**
EDGES ELECTRICAL GROUP LLC	10/11/2024	4025990	OPEN P.O. FY 2024/2025	050	$	395.87
EDGES ELECTRICAL GROUP LLC Total					**$**	**395.87**
EDUCATION HOUSING PARTNERS INC	10/25/2024	4026285	OTHER COSTS - PLANNING	210	$	25,378.50
EDUCATION HOUSING PARTNERS INC Total					**$**	**25,378.50**
EDWIN O ORANTES	10/18/2024	4026152	MATERIALS AND SUPPLIES	010	$	150.00
EDWIN O ORANTES Total					**$**	**150.00**
EINSTEIN NOAH RESTAURANT	10/4/2024	4025902	MATERIALS AND SUPPLIES	010	$	255.86
	10/11/2024	4025991	MATERIALS AND SUPPLIES	010	$	113.70
		4025991	PARENT MEETINGS W/ PRINCIPAL	010	$	83.17
		4026089	MATERIALS AND SUPPLIES	010	$	182.94
		4026089	STAFF ENHANCEMENT/PARENT CAFES	010	$	269.54
	10/18/2024	4026132	JACKIE MONTEJANO	010	$	117.65
		4026153	OPEN P.O.	010	$	71.02

Vendor Name	Date	Warrant #	Description	Fund	Sum of Amount
EINSTEIN NOAH RESTAURANT	10/18/2024	4026175	MATERIALS AND SUPPLIES	010	$ 91.47
		4026175	OPEN PO FOR PD FOOD ORDERS	010	$ 196.94
		4026193	MATERIALS AND SUPPLIES	010	$ 89.18
	10/25/2024	4026229	MATERIALS AND SUPPLIES	010	$ 611.00
		4026229	NOAHS	010	$ 311.83
		4026241	MATERIALS AND SUPPLIES	010	$ 212.42
		4026241	MATERIALS AND SUPPLIES	060	$ 160.26
		4026241	OPEN PO FOR PD FOOD ORDERS	010	$ 150.35
		4026241	STAFF ENHANCEMENT/PARENT CAFES	010	$ 226.62
		4026286	MATERIALS AND SUPPLIES	010	$ 984.52
EINSTEIN NOAH RESTAURANT Total					**$ 4,128.47**
ELMER PALANCA MIRANDA	10/4/2024	4025958	MATERIALS AND SUPPLIES	010	$ 123.02
ELMER PALANCA MIRANDA Total					**$ 123.02**
EMICS INC.	10/28/2024	4026334	CONTRACTED SERVICES	010	$ 8,929.75
		4026334	LICENSING AGREEMENTS	010	$ 25,395.00
EMICS INC. Total					**$ 34,324.75**
EMILY BETH MCCHRISTIAN	10/11/2024	4026032	MILEAGE	010	$ 36.85
EMILY BETH MCCHRISTIAN Total					**$ 36.85**
ERIKA ZEPEDA CAMPOS	10/11/2024	4025992	ADMINISTRATION COST	130	$ 250.00
	10/18/2024	4026216	MATERIALS AND SUPPLIES	130	$ 150.00
ERIKA ZEPEDA CAMPOS Total					**$ 400.00**
ERIN DEVINE	10/4/2024	4025959	CONTRACTED SERVICES	080	$ 20,510.00
ERIN DEVINE Total					**$ 20,510.00**
EVELYN CARRILLO	10/11/2024	4026033	LEGAL EXPENSES	080	$ 727.95
EVELYN CARRILLO Total					**$ 727.95**
FAITH IN ACTION COMMUNITY	10/11/2024	4025993	CONTRACTED SERVICES	060	$ 3,000.00
FAITH IN ACTION COMMUNITY Total					**$ 3,000.00**
FEDERAL EXPRESS	10/11/2024	4026034	POSTAGE	010	$ 128.86
FEDERAL EXPRESS Total					**$ 128.86**
FELICIANO VALENCIA	10/25/2024	4026287	MATERIALS AND SUPPLIES	088	$ 3,526.93
FELICIANO VALENCIA Total					**$ 3,526.93**
FIX AIR	10/18/2024	4026194	PER QUOTE # 1188541	050	$ 869.91
FIX AIR Total					**$ 869.91**
FOLEY & SONS INC	10/17/2024	4026115	PREVENTIVE EQUIP MAINTENA	010	$ 69.45
FOLEY & SONS INC Total					**$ 69.45**
FRESNO BIPOC PRODUCE INC.	10/25/2024	4026288	FOOD	130	$ 6,550.00
FRESNO BIPOC PRODUCE INC. Total					**$ 6,550.00**
GAMETIME INC	10/11/2024	4025994	PER QUOTE#: 112828-01-02	050	$ 3,786.60
GAMETIME INC Total					**$ 3,786.60**
GARDA CL WEST	10/11/2024	4026090	CONTRACTED SERVICES	010	$ 353.93
		4026090	CONTRACTED SERVICES	130	$ 353.91
GARDA CL WEST Total					**$ 707.84**
GARDENLAND CENTER INC.	10/18/2024	4026154	OPEN P.O. FY-2024/2025	050	$ 526.14
GARDENLAND CENTER INC. Total					**$ 526.14**
GATEWAY EDUCATION HOLDING LLC	10/18/2024	4026155	MARIELA HEREDIA	060	$ 3,450.00
GATEWAY EDUCATION HOLDING LLC Total					**$ 3,450.00**
GEINAH LIM NIERRA	10/25/2024	4026257	MILEAGE	080	$ 57.62
GEINAH LIM NIERRA Total					**$ 57.62**
GO RIZALDY	10/11/2024	4025995	GASOLINE/FUEL	010	$ 20.00
GO RIZALDY Total					**$ 20.00**
GOLD STAR FOODS	10/17/2024	4026122	FOOD	130	$ 149,050.42
GOLD STAR FOODS Total					**$ 149,050.42**
GUY L. BETANCOURT	10/18/2024	4026176	CONTRACTED SERVICES	010	$ 800.00
GUY L. BETANCOURT Total					**$ 800.00**
HAWTHORNE EDUCATIONAL	10/11/2024	4025996	TEACHER SUPPLIES	010	$ 743.75
	10/18/2024	4026195	MATERIALS AND SUPPLIES	060	$ 105.72
HAWTHORNE EDUCATIONAL Total					**$ 849.47**
HEATHER MCGOWAN	10/11/2024	4025997	CONTRACTED SERVICES	010	$ 7,500.00
HEATHER MCGOWAN Total					**$ 7,500.00**
HEATHER ZAKNICH	10/18/2024	4026177	TEACHER SUPPLIES	010	$ 153.00
HEATHER ZAKNICH Total					**$ 153.00**
HOME DEPOT U.S.A. INC.	10/4/2024	4025903	MATERIALS AND SUPPLIES	010	$ 67.57
	10/11/2024	4025998	OPEN PO FOR FY 2024-2025	050	$ 3,527.49
		4026073	OPEN PO FOR FY 2024-2025	050	$ 2,590.20
	10/18/2024	4026156	OPEN PO FOR FY 2024-2025	050	$ 355.60
		4026196	OPEN PO FOR FY 2024-2025	050	$ 551.93
	10/25/2024	4026322	MATERIALS AND SUPPLIES	010	$ -
		4026322	OPEN P.O. FY-2024/2025	010	$ 350.75
		4026322	OPEN PO FOR FY 2024-2025	050	$ 5,044.87
HOME DEPOT U.S.A. INC. Total					**$ 12,488.41**
HORIZON DISTRIBUTORS INC	10/11/2024	4026091	OPEN P.O. FY 2024/2025	050	$ 1,449.34
HORIZON DISTRIBUTORS INC Total					**$ 1,449.34**
HOUGHTON MIFFLIN HARCOURT	10/11/2024	4026092	ENGLISH 3D PORTFOLIOS	060	$ 16,047.29
HOUGHTON MIFFLIN HARCOURT Total					**$ 16,047.29**
ICONIX WATERWORKS (US) INC.	10/11/2024	4025999	OPEN P.O. FY-2024/2025	050	$ 980.30
ICONIX WATERWORKS (US) INC. Total					**$ 980.30**
ICU TECHNOLOGIES INC	10/18/2024	4026157	EQUIPMENT	010	$ 40,948.70

Vendor Name	Date	Warrant #	Description	Fund	Sum of Amount
ICU TECHNOLOGIES INC Total					$ 40,948.70
IDN INC	10/18/2024	4026197	OPEN P.O. FY 2024/2025	050	$ 481.59
IDN INC Total					$ 481.59
IRIS LYNN CHAREST	10/11/2024	4026061	MATERIALS AND SUPPLIES	010	$ 405.77
IRIS LYNN CHAREST Total					$ 405.77
ITSAVVY LLC	10/11/2024	4026035	LICENSING AGREEMENTS	010	$ 11,870.87
ITSAVVY LLC Total					$ 11,870.87
J.W. PEPPER & SON INC.	10/4/2024	4025960	MATERIALS AND SUPPLIES	060	$ 76.55
	10/25/2024	4026242	SUPPLIES FOR WOO	010	$ 70.00
		4026289	MATERIALS AND SUPPLIES	060	$ 76.56
J.W. PEPPER & SON INC. Total					$ 223.11
JA PERLA CORP	10/3/2024	4025878	WEEK OF THE ADMINISTRATOR	010	$ 1,259.35
JA PERLA CORP Total					$ 1,259.35
JACQUELINE MONTEJANO	10/11/2024	4026062	MATERIALS AND SUPPLIES	010	$ 200.37
JACQUELINE MONTEJANO Total					$ 200.37
JENNIFER DOHERTY	10/11/2024	4026063	MATERIALS AND SUPPLIES	010	$ 665.45
JENNIFER DOHERTY Total					$ 665.45
JENNIFER TIMMINS	10/4/2024	4025961	MILEAGE	060	$ 71.02
	10/25/2024	4026258	MATERIALS AND SUPPLIES	010	$ 32.78
JENNIFER TIMMINS Total					$ 103.80
JESS FERNANDEZ	10/11/2024	4026074	CONTRACTED SERVICES	050	$ 950.00
		4026093	CONTRACTED SERVICES	050	$ 14,600.00
JESS FERNANDEZ Total					$ 15,550.00
JOANNA STYLOK	10/25/2024	4026304	MATERIALS AND SUPPLIES	060	$ 499.81
JOANNA STYLOK Total					$ 499.81
JORDAN KNIGHTON ARCHITECTS INC	10/18/2024	4026158	MARIELA HEREDIA	210	$ 6,499.00
JORDAN KNIGHTON ARCHITECTS INC Total					$ 6,499.00
JOSE CORTEZ	10/11/2024	4026064	MATERIALS AND SUPPLIES	010	$ 229.94
JOSE CORTEZ Total					$ 229.94
JOSE LUIS GALLO	10/18/2024	4026159	MATERIALS AND SUPPLIES	010	$ 150.00
JOSE LUIS GALLO Total					$ 150.00
JOSEFINA ARREOLA	10/18/2024	4026133	MATERIALS AND SUPPLIES	010	$ 150.00
JOSEFINA ARREOLA Total					$ 150.00
JOURNEYED.COM INC.	10/11/2024	4026094	LICENSING AGREEMENTS	010	$ 280.00
JOURNEYED.COM INC. Total					$ 280.00
KATRINA ZHANG	10/4/2024	4025929	MATERIALS AND SUPPLIES	130	$ 33.86
		4025929	MILEAGE	130	$ 36.18
KATRINA ZHANG Total					$ 70.04
KE HUANG	10/25/2024	4026259	TEACHER SUPPLIES	010	$ 383.57
KE HUANG Total					$ 383.57
KELLY FLORENTINO	10/25/2024	4026260	MATERIALS AND SUPPLIES	010	$ 195.06
KELLY FLORENTINO Total					$ 195.06
KELLY SPICERS INC	10/18/2024	4026178	MATERIALS AND SUPPLIES	010	$ 705.47
KELLY SPICERS INC Total					$ 705.47
KEVIN DAVID WEBSTER	10/11/2024	4026036	MILEAGE	080	$ 76.38
KEVIN DAVID WEBSTER Total					$ 76.38
KHAI Q. TRAN	10/4/2024	4025884	PREVENTIVE EQUIP MAINTENA	050	$ 35,700.00
KHAI Q. TRAN Total					$ 35,700.00
KIDANGO INC.	10/18/2024	4026198	A/P - YEAR END ACCRUALS	120	$ 294,265.56
	10/25/2024	4026290	CONTRACTED SERVICES	120	$ 25,000.00
		4026290	SUBAGREEMENTS FOR SERVICE	120	$ 518,157.19
KIDANGO INC. Total					$ 837,422.75
KIEU, VICKI	10/25/2024	4026261	TEACHER SUPPLIES	010	$ 283.11
KIEU, VICKI Total					$ 283.11
KIPP HEARTWOOD ACADEMY	10/4/2024	4025930	TRF TO CHARTER SCHL IN LI	010	$ 162,011.00
		4025962	TRF TO CHARTER SCHL IN LI	010	$ 108,007.00
KIPP HEARTWOOD ACADEMY Total					$ 270,018.00
KIPP PRIZE PREPARATORY ACADEMY	10/4/2024	4025931	TRF TO CHARTER SCHL IN LI	010	$ 155,688.00
		4025963	TRF TO CHARTER SCHL IN LI	010	$ 103,792.00
KIPP PRIZE PREPARATORY ACADEMY Total					$ 259,480.00
LAKESHORE EQUIPMENT COMPANY	10/4/2024	4025885	MATERIALS AND SUPPLIES	060	$ 8,477.02
		4025885	SUPPLY-INVENTORY(NON-CAP	060	$ 32,253.54
		4025904	OPEN P.O.	010	$ 97.13
		4025932	MATERIALS AND SUPPLIES	010	$ 66.53
		4025932	MATERIALS AND SUPPLIES	120	$ 257.56
	10/11/2024	4026000	MATERIALS AND SUPPLIES	010	$ 205.66
		4026000	MATERIALS AND SUPPLIES	120	$ 371.98
		4026000	TEACHER SUPPLIES	010	$ 39.32
	10/25/2024	4026230	MATERIALS AND SUPPLIES	010	$ 249.99
		4026291	INSTRUCTIONAL MATERIALS	010	$ 149.90
		4026291	MATERIALS AND SUPPLIES	010	$ 83.12
		4026291	TEACHER SUPPLIES	010	$ 302.34
LAKESHORE EQUIPMENT COMPANY Total					$ 42,554.09
LANGUAGE PEOPLE INC	10/11/2024	4026037	MARIELA HEREDIA	010	$ 100.00
LANGUAGE PEOPLE INC Total					$ 100.00
LDP INC	10/18/2024	4026160	CONTRACTED SERVICES	060	$ 60.60
LDP INC Total					$ 60.60

Vendor Name	Date	Warrant #	Description	Fund	Sum of Amount
LEO'S COMMERCIAL TIRE INC	10/18/2024	4026199	OPEN P.O. FY-2024/2025	050	$ 632.61
	10/25/2024	4026323	OPEN P.O. FY-2024/2025	050	$ 1,462.44
LEO'S COMMERCIAL TIRE INC Total					**$ 2,095.05**
LETICIA ARRIAGA DE MALDONADO	10/18/2024	4026217	MATERIALS AND SUPPLIES	130	$ 150.00
LETICIA ARRIAGA DE MALDONADO Total					**$ 150.00**
LETICIA RIVAS	10/18/2024	4026218	TEACHER SUPPLIES	010	$ 198.89
LETICIA RIVAS Total					**$ 198.89**
LET'S TRAVEL	10/18/2024	4026179	TRAVEL AND CONFERENCES	060	$ 954.92
LET'S TRAVEL Total					**$ 954.92**
LILINA DIAZ	10/11/2024	4026001	ACCTS PAYABLE-USE TAX	010	$ (25.03)
		4026001	TEACHER SUPPLIES	010	$ 291.97
LILINA DIAZ Total					**$ 266.94**
LIMINEX INC	10/18/2024	4026180	JGREEN@GOGUARDIAN.COM	060	$ 1,915.20
LIMINEX INC Total					**$ 1,915.20**
LINDSEY DIAZ	10/11/2024	4026038	MATERIALS AND SUPPLIES	010	$ 15.28
LINDSEY DIAZ Total					**$ 15.28**
LISA MARIE ROGERS	10/11/2024	4026065	TEACHER SUPPLIES	010	$ 306.88
LISA MARIE ROGERS Total					**$ 306.88**
LITERACY RESOURCES LLC	10/25/2024	4026243	CONTRACTED SERVICES	060	$ 850.00
LITERACY RESOURCES LLC Total					**$ 850.00**
LITTLE HEROES	10/17/2024	4026117	CONTRACTED SERVICES	010	$ 46,000.00
		4026117	CONTRACTED SERVICES	060	$ 14,000.00
LITTLE HEROES Total					**$ 60,000.00**
LO LIT FAN	10/25/2024	4026262	PARCEL TAX	010	$ 221.70
LO LIT FAN Total					**$ 221.70**
LOWES COMPANIES INC.	10/11/2024	4026002	OPEN PO FY 2024/2025	050	$ 470.84
	10/18/2024	4026200	OPEN PO FY 2024/2025	050	$ 287.90
LOWES COMPANIES INC. Total					**$ 758.74**
LOZANO SMITH LLP	10/11/2024	4026075	MARIA M. CONFERENCE	210	$ 195.00
LOZANO SMITH LLP Total					**$ 195.00**
MAGDALENA GRIMALDO	10/11/2024	4026039	MATERIALS AND SUPPLIES	010	$ 104.25
MAGDALENA GRIMALDO Total					**$ 104.25**
MANSON WESTERN CORPORATION	10/11/2024	4026076	LICENSING AGREEMENTS	080	$ 702.00
MANSON WESTERN CORPORATION Total					**$ 702.00**
MARGARET FLORES	10/25/2024	4026263	MATERIALS AND SUPPLIES	060	$ 500.50
MARGARET FLORES Total					**$ 500.50**
MARIA A DAROSA	10/18/2024	4026201	PARCEL TAX	010	$ 450.56
MARIA A DAROSA Total					**$ 450.56**
MARIA ARANGO	10/4/2024	4025964	MATERIALS AND SUPPLIES	010	$ 150.00
MARIA ARANGO Total					**$ 150.00**
MARIA CARMELITA PEREZ SUAREZ	10/11/2024	4026066	TEACHER SUPPLIES	010	$ 90.59
	10/25/2024	4026264	MATERIALS AND SUPPLIES	060	$ 262.57
MARIA CARMELITA PEREZ SUAREZ Total					**$ 353.16**
MARIA CARMINA OROZCO	10/10/2024	4025974	MILEAGE	010	$ 129.98
MARIA CARMINA OROZCO Total					**$ 129.98**
MARIA ROBLES	10/18/2024	4026219	MATERIALS AND SUPPLIES	130	$ 150.00
MARIA ROBLES Total					**$ 150.00**
MARIALUISA Z DUCOTE	10/25/2024	4026265	TEACHER SUPPLIES	010	$ 54.66
MARIALUISA Z DUCOTE Total					**$ 54.66**
MAY TIFFANY TOLIAO	10/25/2024	4026266	TEACHER SUPPLIES	010	$ 191.65
MAY TIFFANY TOLIAO Total					**$ 191.65**
MCKINLEY ELEVATOR CORPORATION	10/4/2024	4025905	MARIELA HEREDIA	050	$ 200.00
	10/11/2024	4026003	MARIELA HEREDIA	050	$ 200.00
MCKINLEY ELEVATOR CORPORATION Total					**$ 400.00**
MESA COLLEGE PREP PROGRAM	10/17/2024	4026127	CONTRACTED SERVICES	010	$ 29,099.21
MESA COLLEGE PREP PROGRAM Total					**$ 29,099.21**
METLIFE SMALL MARKET	10/11/2024	4026040	LIFE INSURANCE	010	$ 2,394.45
METLIFE SMALL MARKET Total					**$ 2,394.45**
MEXICO BAKERY INC	10/25/2024	4026292	MATERIALS AND SUPPLIES	010	$ 339.31
MEXICO BAKERY INC Total					**$ 339.31**
MICHAEL KIMURA	10/25/2024	4026267	PARCEL TAX	010	$ 435.80
MICHAEL KIMURA Total					**$ 435.80**
MID AMERICA ADMINISTRATION	10/30/2024	4026344	RETIREMENT IN LIEU OF OASDI	010	$ 12,681.74
MID AMERICA ADMINISTRATION Total					**$ 12,681.74**
MONARCH TRUCK SERVICE	10/4/2024	4025933	STARTER REPLACEMENT	010	$ 214.70
MONARCH TRUCK SERVICE Total					**$ 214.70**
MURILLO, JAIME	10/4/2024	4025934	MILEAGE	130	$ 16.08
MURILLO, JAIME Total					**$ 16.08**
MUS VIL INC.	10/4/2024	4025886	MUSIC INSTRUMENT REPAIRS	010	$ 5,076.30
		4025906	MUSIC SUPPLIES FOR STUDENTS	010	$ 25,399.78
		4025935	MUSIC INSTRUMENT REPAIRS	010	$ 9,542.92
MUS VIL INC. Total					**$ 40,019.00**
MUSIC IN MOTION	10/4/2024	4025936	MAGSINO/RUZON	010	$ 437.58
MUSIC IN MOTION Total					**$ 437.58**
NAAMAN MARTINEZ RIVERA	10/18/2024	4026134	MATERIALS AND SUPPLIES	010	$ 150.00
NAAMAN MARTINEZ RIVERA Total					**$ 150.00**
NADIA FLORES DE VELAQUEZ	10/25/2024	4026268	TEACHER SUPPLIES	010	$ 45.65

Vendor Name	Date	Warrant #	Description	Fund	Sum of Amount
NADIA FLORES DE VELAQUEZ Total					$ 45.65
NADIA G MIRANDA	10/11/2024	4026004	MILEAGE	130	$ 96.48
NADIA G MIRANDA Total					$ 96.48
NAJMUN RAHMAN	10/25/2024	4026269	TEACHER SUPPLIES	010	$ 140.54
NAJMUN RAHMAN Total					$ 140.54
NASCO EDUCATION LLC	10/4/2024	4025907	SCIENCE CLASSROOM SUPPLIES	010	$ 1,050.55
NASCO EDUCATION LLC Total					$ 1,050.55
NATUREBRIDGE	10/21/2024	4026223	CONTRACTED SERVICES	060	$ 3,441.25
NATUREBRIDGE Total					$ 3,441.25
NCS PEARSON INC.	10/11/2024	4026095	PAY INVOICE #26942013	080	$ 90.65
	10/18/2024	4026202	MATERIALS AND SUPPLIES	080	$ 509.18
NCS PEARSON INC. Total					$ 599.83
NEW TEACHER CENTER	10/4/2024	4025937	PROF/CONSULT SVC OPERATIN	120	$ 1,500.00
NEW TEACHER CENTER Total					$ 1,500.00
NINYO & MOORE GEOTECHNICAL AND	10/4/2024	4025938	INSPECTION	210	$ 1,412.00
	10/11/2024	4026005	INSPECTION	210	$ 790.00
	10/18/2024	4026161	MARIELA HEREDIA	210	$ 2,974.00
NINYO & MOORE GEOTECHNICAL AND Total					$ 5,176.00
OFFICE DEPOT BUSINESS SOLUTION	10/14/2024	4026109	OFFICE SUPPLIES	010	$ 120.72
	10/4/2024	4025965	MATERIALS AND SUPPLIES	010	$ 304.93
	10/11/2024	4026059	MATERIALS AND SUPPLIES	010	$ 1,581.36
		4026059	MATERIALS AND SUPPLIES	060	$ 222.02
		4026059	NEED OPEN PO	010	$ 90.12
		4026059	OPEN P.O.	010	$ 142.18
		4026059	TEACHER ODP	010	$ 4.10
		4026059	TEACHER SUPPLIES	010	$ 276.84
		4026060	JACKIE MONTEJANO	010	$ 481.96
		4026060	MATERIALS AND SUPPLIES	010	$ 1,304.82
		4026060	MUSIC SUPPLIES VAPA	010	$ 176.23
		4026060	OFFICE DEPOT PO FOR TEACHERS	010	$ (15.48)
		4026060	OFFICE SUPPLIES	010	$ 55.58
		4026060	OPEN OFFICE DEPOT **TEACHERS**	010	$ 186.79
		4026060	OPEN PO	130	$ 736.93
		4026060	PAYMENT UPON INVOICE	010	$ 109.02
		4026060	TEACHER SUPPLIES	010	$ 383.73
		4026106	JACKIE MONTEJANO	010	$ 62.42
		4026106	MATERIALS AND SUPPLIES	010	$ 1,094.20
		4026106	OPEN P.O.	010	$ 168.70
		4026106	PAYMENT UPON INVOICE	010	$ 527.02
		4026106	SUPPLY-INVENTORY(NON-CAP	060	$ 595.65
		4026106	TEACHER SUPPLIES	010	$ 651.54
	10/25/2024	4026296	MATERIALS & SUPPLIES FOR OFFIC	010	$ 254.50
		4026296	MATERIALS AND SUPPLIES	010	$ 589.18
		4026296	NEED OPEN PO	010	$ 187.68
		4026296	OFFICE DEPOT PO FOR TEACHERS	010	$ 87.39
		4026296	OPEN OFFICE DEPOT **TEACHERS**	010	$ 96.60
		4026296	OPEN P.O.	010	$ 69.77
		4026296	PAYMENT UPON INVOICE	010	$ (302.02)
		4026296	SUPPLIES FRONT & HEALTH OFFICE	010	$ 91.51
		4026296	TEACHER ODP	010	$ 70.63
		4026296	TEACHER SUPPLIES	010	$ 990.61
		4026297	MATERIALS AND SUPPLIES	010	$ 1,624.09
		4026297	MUSIC SUPPLIES VAPA	010	$ 55.49
		4026297	OFFICE SUPPLIES	010	$ 265.26
		4026297	OFFICE SUPPLIES/MATERIALS	010	$ 23.82
		4026297	OPEN PO	130	$ 191.68
		4026297	PAYMENT UPON INVOICE	010	$ 57.97
		4026297	TEACHER CLASSROOM SUPPLIES	010	$ 69.10
		4026297	TEACHER SUPPLIES	010	$ 869.64
		4026298	MATERIALS AND SUPPLIES	010	$ 676.51
		4026298	OFFICE SUPPLIES/MATERIALS	010	$ 429.76
		4026298	OPEN P.O.	010	$ 406.61
		4026298	TEACHER SUPPLIES	010	$ 831.99
		4026299	JACKIE MONTEJANO	010	$ 401.96
		4026299	MATERIALS AND SUPPLIES	010	$ 947.69
		4026299	OFFICE SUPPLIES/MATERIALS	010	$ 41.00
		4026299	OPEN OFFICE DEPOT **TEACHERS**	010	$ 65.51
		4026299	SUPPLIES FOR JAMES WRIGHT	010	$ 83.28
		4026299	TEACHER CLASSROOM SUPPLIES	010	$ 104.61
		4026299	TEACHER SUPPLIES	010	$ 1,288.17
OFFICE DEPOT BUSINESS SOLUTION Total					$ 19,831.37
ONE STONE APPAREL INC.	10/18/2024	4026181	JACKIE MONTEJANO	060	$ 398.03
	10/25/2024	4026293	MATERIALS AND SUPPLIES	060	$ 688.78
ONE STONE APPAREL INC. Total					$ 1,086.81
O'REILLY AUTOMOTIVE STORES INC	10/11/2024	4026006	PARTS AND SUPPLIES	010	$ 1,524.02
O'REILLY AUTOMOTIVE STORES INC Total					$ 1,524.02
OTC DIRECT INC	10/4/2024	4025887	INCENTIVES AND SUPPLIES	060	$ 595.75

Vendor Name	Date	Warrant #	Description	Fund	Sum of Amount
OTC DIRECT INC	10/11/2024	4026041	JACKIE MONTEJANO	010	$ 572.64
	10/18/2024	4026182	ORIENTAL TRADING.COM	010	$ 161.16
	10/25/2024	4026294	MATERIALS AND SUPPLIES	010	$ 232.14
		4026294	MATERIALS AND SUPPLIES	060	$ 692.83
		4026294	MATERIALS AND SUPPLIES	120	$ 268.49
		4026294	TEACHER SUPPLIES	010	$ 102.73
OTC DIRECT INC Total					**$ 2,625.74**
PACIFIC EDUCATORS INC.	10/30/2024	4026345	LIFE INSURANCE	010	$ 33.18
PACIFIC EDUCATORS INC. Total					**$ 33.18**
PANORAMA EDUCATION INC.	10/4/2024	4025939	CONTRACTED SERVICES	010	$ 15,427.59
		4025939	CONTRACTED SERVICES	060	$ 20,472.41
PANORAMA EDUCATION INC. Total					**$ 35,900.00**
PARTRIDGE CONSULTING INC.	10/11/2024	4026007	CONTRACTED SERVICES	080	$ 6,000.00
PARTRIDGE CONSULTING INC. Total					**$ 6,000.00**
PERMANENT AGRICULTURE INC.	10/18/2024	4026203	FOOD	130	$ 1,331.00
	10/25/2024	4026231	FOOD	130	$ 11,343.90
		4026305	FOOD	130	$ 14,050.00
PERMANENT AGRICULTURE INC. Total					**$ 26,724.90**
PERRIN BERNANRD SUPOWITZ	10/17/2024	4026128	MATERIALS AND SUPPLIES	130	$ 21,576.71
PERRIN BERNANRD SUPOWITZ Total					**$ 21,576.71**
PERSEUS ASSOCIATES	10/11/2024	4026077	LICENSING AGREEMENTS	010	$ 9,175.00
PERSEUS ASSOCIATES Total					**$ 9,175.00**
PERVINDER KAUR	10/11/2024	4026067	TEACHER SUPPLIES	010	$ 109.00
PERVINDER KAUR Total					**$ 109.00**
PESI	10/4/2024	4025940	TEACHER SUPPLIES	010	$ 199.98
PESI Total					**$ 199.98**
PG&E	10/10/2024	4025977	GAS/ELECTRICITY	010	$ 642,549.97
PG&E Total					**$ 642,549.97**
PILOT TRAVEL CENTERS LLC	10/11/2024	4026078	ROTTEN ROBBIE FUEL CARD	010	$ 143.31
PILOT TRAVEL CENTERS LLC Total					**$ 143.31**
PINE HEALTH, LLC	10/11/2024	4026042	MARIELA HEREDIA	080	$ 23,873.75
PINE HEALTH, LLC Total					**$ 23,873.75**
PLAY THERAPY SUPPLY LLC	10/18/2024	4026204	MATERIALS AND SUPPLIES	060	$ 1,256.36
PLAY THERAPY SUPPLY LLC Total					**$ 1,256.36**
PLUSHY FEELY CORP	10/18/2024	4026205	MATERIALS AND SUPPLIES	060	$ 462.52
PLUSHY FEELY CORP Total					**$ 462.52**
POSITIVE PROMOTIONS INC	10/4/2024	4025908	JACKIE MONTEJANO	010	$ 400.95
	10/25/2024	4026324	ACCTS PAYABLE-USE TAX	060	$ (12.25)
		4026324	MATERIALS AND SUPPLIES	060	$ 142.90
POSITIVE PROMOTIONS INC Total					**$ 531.60**
PRAED FOUNDATION	10/4/2024	4025941	LICENSING AGREEMENTS	060	$ 320.00
PRAED FOUNDATION Total					**$ 320.00**
PRE-PAID LEGAL SERVICES INC.	10/30/2024	4026346	MISCELLANEOUS DEDUCTIONS	010	$ 226.81
PRE-PAID LEGAL SERVICES INC. Total					**$ 226.81**
PROJECT SUPPORT SERVICES INC	10/18/2024	4026162	CONTRACTED SERVICES	210	$ 131.25
		4026162	MARIELA HEREDIA	210	$ 2,143.75
PROJECT SUPPORT SERVICES INC Total					**$ 2,275.00**
PROTECTED INSURANCE PROGRAM FO	10/1/2024	4025874	OTHER INSURANCE	670	$ 159,678.17
	10/18/2024	4026183	OTHER INSURANCE	670	$ 159,678.17
PROTECTED INSURANCE PROGRAM FO Total					**$ 319,356.34**
QUADIENT, INC.	10/4/2024	4025909	PREVENTIVE EQUIP MAINTENA	010	$ 576.85
QUADIENT, INC. Total					**$ 576.85**
RACHEL SAMPLES	10/11/2024	4026008	MILEAGE	080	$ 15.41
RACHEL SAMPLES Total					**$ 15.41**
RAFAEL PAREDES	10/4/2024	4025966	MILEAGE	080	$ 52.93
RAFAEL PAREDES Total					**$ 52.93**
RAMONA UMALI LEDESMA	10/25/2024	4026270	TEACHER SUPPLIES	010	$ 60.28
RAMONA UMALI LEDESMA Total					**$ 60.28**
RAYMOND GEDDES & CO. INC.	10/25/2024	4026306	MATERIALS AND SUPPLIES	088	$ 168.68
RAYMOND GEDDES & CO. INC. Total					**$ 168.68**
REBECA GARCIA	10/18/2024	4026184	MILEAGE	130	$ 29.48
REBECA GARCIA Total					**$ 29.48**
RECOLOGY SOUTH BAY	10/3/2024	4025876	GARBAGE	010	$ 18,473.91
	10/11/2024	4026096	GARBAGE	010	$ 1,892.58
RECOLOGY SOUTH BAY Total					**$ 20,366.49**
RENAISSANCE LEARNING INC.	10/25/2024	4026307	LICENSING AGREEMENTS	060	$ 3,163.25
RENAISSANCE LEARNING INC. Total					**$ 3,163.25**
RFC WIRELESS INC	10/11/2024	4026009	Buy three portable radios	060	$ 765.43
	10/18/2024	4026206	MATERIALS AND SUPPLIES	010	$ 338.96
	10/25/2024	4026325	MATERIALS AND SUPPLIES	010	$ 2,816.14
RFC WIRELESS INC Total					**$ 3,920.53**
RICHELLE SHIMADA	10/25/2024	4026271	MATERIALS AND SUPPLIES	010	$ 345.21
RICHELLE SHIMADA Total					**$ 345.21**
RICK DELONG	10/11/2024	4026010	CONTRACTED SERVICES	010	$ 1,085.00
	10/18/2024	4026135	CONTRACTED SERVICES	010	$ 2,175.00
		4026207	CONTRACTED SERVICES	010	$ 395.28
RICK DELONG Total					**$ 3,655.28**

Vendor Name	Date	Warrant #	Description	Fund	Sum of Amount
RO HEALTH INC.	10/4/2024	4025888	CONTRACTED SERVICES	010	$ 11,792.49
	10/11/2024	4026097	CONTRACTED SERVICES	010	$ 25,796.83
	10/18/2024	4026220	CONTRACTED SERVICES	010	$ 7,200.75
	10/25/2024	4026326	CONTRACTED SERVICES	010	$ 13,793.10
RO HEALTH INC. Total					$ 58,583.17
ROCHA, JUANA	10/4/2024	4025942	MATERIALS AND SUPPLIES	130	$ 150.00
ROCHA, JUANA Total					$ 150.00
ROCKETSHIP FUERZA	10/4/2024	4025943	TRF TO CHARTER SCHL IN LI	010	$ 202,722.00
		4025967	TRF TO CHARTER SCHL IN LI	010	$ 135,148.00
ROCKETSHIP FUERZA Total					$ 337,870.00
ROCKETSHIP SI SE PUEDE	10/4/2024	4025944	TRF TO CHARTER SCHL IN LI	010	$ 112,477.00
		4025968	TRF TO CHARTER SCHL IN LI	010	$ 74,984.00
ROCKETSHIP SI SE PUEDE Total					$ 187,461.00
ROLLINS INC.	10/11/2024	4026098	MARIELA HEREDIA	050	$ 956.62
ROLLINS INC. Total					$ 956.62
ROUND TABLE PIZZA	10/4/2024	4025910	PAYMENT ONLY	010	$ 204.47
	10/21/2024	4026224	FOOD FOR PD	010	$ 125.75
	10/25/2024	4026308	MATERIALS AND SUPPLIES	010	$ 2,716.00
ROUND TABLE PIZZA Total					$ 3,046.22
RR DONNELLEY	10/18/2024	4026136	MATERIALS AND SUPPLIES	010	$ 5,073.19
RR DONNELLEY Total					$ 5,073.19
RUBI SOLIS	10/11/2024	4026043	MATERIALS AND SUPPLIES	010	$ 236.25
RUBI SOLIS Total					$ 236.25
RUIZ, SANDRA	10/25/2024	4026327	MATERIALS AND SUPPLIES	010	$ 139.44
RUIZ, SANDRA Total					$ 139.44
RUSSELL SIGLER INC.	10/11/2024	4026011	OPE PO FY 2024/2025	050	$ 1,083.48
RUSSELL SIGLER INC. Total					$ 1,083.48
S.C.C.E.S.J.H.C.A	10/11/2024	4026012	DUES AND MEMBERSHIPS	060	$ 450.00
S.C.C.E.S.J.H.C.A Total					$ 450.00
SABINA MURESAN	10/11/2024	4026044	MILEAGE	010	$ 28.14
SABINA MURESAN Total					$ 28.14
SADDLE POINT SONS LLC	10/25/2024	4026244	Maintenance Contract	010	$ 4,835.00
SADDLE POINT SONS LLC Total					$ 4,835.00
SALVADOR A. CARRILLO JR	10/18/2024	4026137	MATERIALS AND SUPPLIES	010	$ 144.11
SALVADOR A. CARRILLO JR Total					$ 144.11
SAN JOSE STATE UNIVERSITY	10/4/2024	4025969	PROF/CONSULT SVC OPERATIN	120	$ 1,680.00
SAN JOSE STATE UNIVERSITY Total					$ 1,680.00
SAN JOSE WATER COMPANY	10/31/2024	4026351	WATER	010	$ 114,357.78
SAN JOSE WATER COMPANY Total					$ 114,357.78
SANCHEZ, MELANY	10/25/2024	4026272	TEACHER SUPPLIES	010	$ 297.57
SANCHEZ, MELANY Total					$ 297.57
SANTA CLARA COUNTY OFFICE OF	10/11/2024	4026013	TEACHER OF THE YEAR	010	$ 125.00
	10/25/2024	4026309	TRAVEL AND CONFERENCES	010	$ 500.00
SANTA CLARA COUNTY OFFICE OF Total					$ 625.00
SARAH M KRETOVICS	10/18/2024	4026163	MATERIALS AND SUPPLIES	060	$ 271.07
	10/25/2024	4026273	MATERIALS AND SUPPLIES	060	$ 232.98
SARAH M KRETOVICS Total					$ 504.05
SARAH SANCHEZ	10/18/2024	4026185	TEACHER SUPPLIES	010	$ 126.73
SARAH SANCHEZ Total					$ 126.73
SAVE MART SUPERMARKETS	10/18/2024	4026164	JACKIE MONTEJANO	010	$ 250.00
SAVE MART SUPERMARKETS Total					$ 250.00
SCHINDLER ELEVATOR CORPORATION	10/25/2024	4026245	OPEN PO	050	$ 1,882.14
SCHINDLER ELEVATOR CORPORATION Total					$ 1,882.14
SCHOLASTIC INC.	10/11/2024	4026045	MATERIALS AND SUPPLIES	010	$ 173.76
SCHOLASTIC INC. Total					$ 173.76
SCHOOL DATEBOOKS	10/25/2024	4026310	STUDENT PLANNERS	060	$ 162.64
SCHOOL DATEBOOKS Total					$ 162.64
SCHOOL HEALTH CORPORATION	10/4/2024	4025911	AFTER SCHOOL SPORTS	060	$ 648.53
		4025970	TEACHER SUPPLIES	010	$ 109.14
	10/11/2024	4026014	AFTER SCHOOL SPORTS	060	$ 145.99
	10/25/2024	4026311	FIRST AID KIT FOR HEALTH OFF	010	$ 23.48
SCHOOL HEALTH CORPORATION Total					$ 927.14
SCHOOL NURSE SUPPLY INC.	10/4/2024	4025945	MATERIALS AND SUPPLIES	010	$ 156.50
	10/25/2024	4026328	MATERIALS AND SUPPLIES	010	$ 51.23
		4026328	WWW.SCHOOLNURSESUPPLYINC.COM	010	$ 117.83
SCHOOL NURSE SUPPLY INC. Total					$ 325.56
SCHOOL SPECIALTY LLC	10/14/2024	4026110	SUPPLY-INVENTORY(NON-CAP	060	$ 6,971.87
	10/4/2024	4025946	MATERIALS AND SUPPLIES	060	$ 2,157.09
		4025946	SUPPLY-INVENTORY(NON-CAP	060	$ 8,267.08
	10/25/2024	4026246	MATERIALS AND SUPPLIES	060	$ 2,157.09
		4026246	SUPPLY-INVENTORY(NON-CAP	060	$ 1,295.21
		4026312	MATERIALS AND SUPPLIES	060	$ 402.50
SCHOOL SPECIALTY LLC Total					$ 21,250.84
SCIENCE FROM SCIENTISTS INC.	10/11/2024	4026015	CONTRACTED SERVICES	060	$ 15,100.00
SCIENCE FROM SCIENTISTS INC. Total					$ 15,100.00
SCREENCASTIFY LLC	10/18/2024	4026138	LICENSING AGREEMENTS	060	$ 970.00
SCREENCASTIFY LLC Total					$ 970.00

Vendor Name	Date	Warrant #	Description	Fund	Sum of Amount
SECOND START LEARNING	10/11/2024	4026099	MARIELA HEREDIA	080	$ 5,750.00
SECOND START LEARNING Total					**$ 5,750.00**
SELF INSURED SCHOOLS OF	10/3/2024	4025877	OTHER INSURANCE	670	$ 961,117.00
SELF INSURED SCHOOLS OF Total					**$ 961,117.00**
SERRANO, KATIA	10/4/2024	4025947	MILEAGE	130	$ 18.76
SERRANO, KATIA Total					**$ 18.76**
SERVICE STATION SYSTEMS	10/4/2024	4025912	CONTRACTED SERVICES	010	$ 275.00
	10/25/2024	4026247	SERVICE AND REPAIR	010	$ 517.97
SERVICE STATION SYSTEMS Total					**$ 792.97**
SFCC INTERMEDIATEHOLDINGS INC	10/4/2024	4025971	MATERIALS AND SUPPLIES	010	$ 199.20
	10/11/2024	4026016	MATERIALS AND SUPPLIES	010	$ 90.16
		4026100	MATERIALS AND SUPPLIES	010	$ 254.87
	10/18/2024	4026139	MATERIALS AND SUPPLIES	010	$ 199.12
		4026208	MATERIALS AND SUPPLIES	010	$ 907.66
	10/25/2024	4026232	MATERIALS AND SUPPLIES	010	$ 98.15
		4026313	ELAC MEETING	010	$ 97.15
SFCC INTERMEDIATEHOLDINGS INC Total					**$ 1,846.31**
SHAYNE SORIANO	10/25/2024	4026274	TEACHER SUPPLIES	010	$ 244.49
SHAYNE SORIANO Total					**$ 244.49**
SILICON VALLEY EDUCATION	10/18/2024	4026165	CONTRACTED SERVICES	060	$ 5,000.00
	10/25/2024	4026329	CONTRACTED SERVICES	060	$ 19,617.00
SILICON VALLEY EDUCATION Total					**$ 24,617.00**
SILVIA ULLOA	10/11/2024	4026046	MATERIALS AND SUPPLIES	130	$ 142.25
SILVIA ULLOA Total					**$ 142.25**
SIMPLE TRAINING	10/25/2024	4026330	LICENSING AGREEMENTS	010	$ 5,990.00
SIMPLE TRAINING Total					**$ 5,990.00**
SIXTH DIMENSION PMCM INC	10/18/2024	4026166	CONSTRUCTION MANAGEMENT F	210	$ 21,846.50
	10/25/2024	4026314	CONSTRUCTION MANAGEMENT F	210	$ 9,312.00
SIXTH DIMENSION PMCM INC Total					**$ 31,158.50**
SOUTHERN COUNTIES LUBRICANTS	10/4/2024	4025913	FUEL	010	$ 23,532.13
	10/11/2024	4026017	FUEL	010	$ 17,000.50
SOUTHERN COUNTIES LUBRICANTS Total					**$ 40,532.63**
SPECTRUM CENTER INC.	10/25/2024	4026248	SUBAGREEMENTS FOR SERVICE	080	$ 21,845.99
SPECTRUM CENTER INC. Total					**$ 21,845.99**
SPRINGBOARD COLLABORATIVE	10/25/2024	4026331	CONTRACTED SERVICES	060	$ 6,688.00
SPRINGBOARD COLLABORATIVE Total					**$ 6,688.00**
STACEY WILLIAMS	10/18/2024	4026186	MATERIALS AND SUPPLIES	010	$ 57.89
STACEY WILLIAMS Total					**$ 57.89**
STANDARD INSURANCE CO.	10/30/2024	4026347	LIFE INSURANCE	010	$ 17,538.16
STANDARD INSURANCE CO. Total					**$ 17,538.16**
STANFORD UNIVERSITY	10/11/2024	4026079	TRAVEL AND CONFERENCES	010	$ 1,350.00
STANFORD UNIVERSITY Total					**$ 1,350.00**
STATE OF CALIFORNIA	10/25/2024	4026315	FINGER PRINTING	010	$ 2,910.00
STATE OF CALIFORNIA Total					**$ 2,910.00**
STATEWIDE TRAFFIC SAFETY AND	10/18/2024	4026167	OPEN P.O. FY-2024/2025	050	$ 254.36
STATEWIDE TRAFFIC SAFETY AND Total					**$ 254.36**
STEPHEN F. SAIA	10/25/2024	4026275	PARCEL TAX	010	$ 228.86
STEPHEN F. SAIA Total					**$ 228.86**
STLR CORPORATION	10/25/2024	4026233	CONTRACTED SERVICES	010	$ 786.25
STLR CORPORATION Total					**$ 786.25**
STRONGER BUILDING SERVICES	10/17/2024	4026118	BUILDING & IMPROVEMENT OF	210	$ 535,752.50
STRONGER BUILDING SERVICES Total					**$ 535,752.50**
STUDIES WEEKLY INC	10/11/2024	4026047	READ WELL DIGITAL ONLY CURRICU	060	$ 4,913.10
STUDIES WEEKLY INC Total					**$ 4,913.10**
STUDIO W ASSOCIATES INC.	10/11/2024	4026018	ARCHITECT FEES	210	$ 8,402.20
STUDIO W ASSOCIATES INC. Total					**$ 8,402.20**
SUAREZ, FLORENTI	10/18/2024	4026140	MATERIALS AND SUPPLIES	010	$ 150.00
SUAREZ, FLORENTI Total					**$ 150.00**
SUNBELT RENTALS INC.	10/18/2024	4026168	OPEN P.O. FOR 2024-2025	050	$ 57.59
SUNBELT RENTALS INC. Total					**$ 57.59**
SUNBELT STAFFING LLC	10/11/2024	4026048	CONTRACTED SERVICES	080	$ 16,439.50
SUNBELT STAFFING LLC Total					**$ 16,439.50**
SUPER DUPER INC	10/25/2024	4026249	TEACHER SUPPLIES	010	$ 129.77
SUPER DUPER INC Total					**$ 129.77**
SYSCO SAN FRANCISCO INC.	10/10/2024	4025975	FOOD	130	$ 22,063.78
SYSCO SAN FRANCISCO INC. Total					**$ 22,063.78**
TALTON, VERONICA	10/11/2024	4026049	MILEAGE	010	$ 42.88
TALTON, VERONICA Total					**$ 42.88**
TAP PLASTICS INC.	10/29/2024	4026336	PER QUOTE#: 35652	050	$ 2,401.88
TAP PLASTICS INC. Total					**$ 2,401.88**
TARA CELENE BICKFORD	10/11/2024	4026068	MATERIALS AND SUPPLIES	010	$ 67.46
TARA CELENE BICKFORD Total					**$ 67.46**
TAYLOR, JAMIL	10/18/2024	4026221	MATERIALS AND SUPPLIES	010	$ 290.96
TAYLOR, JAMIL Total					**$ 290.96**
TEACHER CREATED MATERIALS INC.	10/11/2024	4026050	TITLE III MATERIALS	060	$ 1,683.17
TEACHER CREATED MATERIALS INC. Total					**$ 1,683.17**
TEAMSTERS LOCAL #150	10/30/2024	4026348	DUES	010	$ 10,306.00

Vendor Name	Date	Warrant #	Description	Fund	Sum of Amount
TEAMSTERS LOCAL #150 Total					$ 10,306.00
TEAMSTERS MANAGED TRUST FUNDS	10/4/2024	4025948	OTHER INSURANCE	670	$ 241,712.00
TEAMSTERS MANAGED TRUST FUNDS Total					$ 241,712.00
TEREASA BARRETT SMITH	10/4/2024	4025972	MATERIALS AND SUPPLIES	088	$ 185.78
TEREASA BARRETT SMITH Total					$ 185.78
TEXAS LIFE INSURANCE	10/30/2024	4026349	LIFE INSURANCE	010	$ 6,942.28
TEXAS LIFE INSURANCE Total					$ 6,942.28
TEXTHELP INC	10/11/2024	4026051	QUOTE #TH57130	080	$ 160.00
TEXTHELP INC Total					$ 160.00
THE CREEKSIDE SCHOOL	10/11/2024	4026101	MARIELA HEREDIA	080	$ 13,958.75
THE CREEKSIDE SCHOOL Total					$ 13,958.75
THE DANIELSEN COMPANY	10/10/2024	4025976	FOOD	130	$ 40,975.81
THE DANIELSEN COMPANY Total					$ 40,975.81
THE ENVISIONEERS INC	10/11/2024	4026102	CONTRACTED SERVICES	060	$ 2,092.42
		4026102	SUBAGREEMENTS FOR SERVICE	060	$ 69,372.28
THE ENVISIONEERS INC Total					$ 71,464.70
THE PAPE' GROUP INC	10/11/2024	4026080	MAINTENANCE KENWORTH TRUCK	010	$ 300.00
THE PAPE' GROUP INC Total					$ 300.00
THE PROPHET CORPORATION	10/4/2024	4025973	EMILYCONNELLY@GOPHERSPORT.COM	010	$ 717.63
	10/18/2024	4026209	SPORTS EQUIPMENT	010	$ 373.69
		4026209	TEACHER SUPPLIES	010	$ (2.34)
THE PROPHET CORPORATION Total					$ 1,088.98
THE TECH INTERACTIVE	10/18/2024	4026141	MAIL CHECK	060	$ 312.00
THE TECH INTERACTIVE Total					$ 312.00
THINK TOGETHER	10/11/2024	4026052	CONTRACTED SERVICES	060	$ 2,500.00
		4026052	SUBAGREEMENTS FOR SERVICE	060	$ 161,564.20
	10/25/2024	4026250	CONTRACTED SERVICES	060	$ 870,330.00
		4026250	CONTRACTED SERVICES	120	$ 25,000.00
		4026250	SUBAGREEMENTS FOR SERVICE	120	$ 348,228.32
THINK TOGETHER Total					$ 1,407,622.52
THOMAS JACOBSON	10/25/2024	4026295	MARIELA HEREDIA	010	$ 13,192.87
THOMAS JACOBSON Total					$ 13,192.87
THOMAS WOO	10/11/2024	4026053	MILEAGE	010	$ 26.80
THOMAS WOO Total					$ 26.80
TIERNEY LOPEZ	10/11/2024	4026103	MILEAGE	080	$ 339.69
TIERNEY LOPEZ Total					$ 339.69
TINA MARIE SANDERS	10/4/2024	4025949	MILEAGE	130	$ 109.21
TINA MARIE SANDERS Total					$ 109.21
TSG ENTERPRISES INC.	10/11/2024	4026054	MARIELA HEREDIA	210	$ 1,340.00
TSG ENTERPRISES INC. Total					$ 1,340.00
U.S. BANK	10/17/2024	4026119	ADVERTISING	010	$ 400.00
		4026119	ATTENDING SNP ADMINISTRATION T	130	$ 253.25
		4026119	CARD #5925	010	$ 469.58
		4026119	CC PAYMENT	010	$ 585.41
		4026119	CC STATEMENT	010	$ 1,050.00
		4026119	FINGERPRINT TIME CLOCK	010	$ 79.75
		4026119	FOR MIDDLE SCHOOL MENU	130	$ 65.97
		4026119	HELLOSIGN 24-25	010	$ 240.00
		4026119	LICENSING AGREEMENTS	010	$ 437.10
		4026119	MATERIALS AND SUPPLIES	010	$ 718.00
		4026119	OUTDR ED-FLD TRIP-ADMISSI	010	$ 1,093.50
		4026119	PAYMENT UPON INVOICE	010	$ 1,220.90
		4026119	SUPPLY-INVENTORY(NON-CAP	010	$ 89.99
U.S. BANK Total					$ 6,703.45
UBEO MIDCO LLC	10/14/2024	4026111	PREVENTIVE EQUIP MAINTENA	010	$ 467.49
		4026111	PREVENTIVE EQUIP MAINTENA	060	$ 305.02
	10/4/2024	4025950	PREVENTIVE EQUIP MAINTENA	010	$ 3,431.50
		4025950	PREVENTIVE EQUIP MAINTENA	060	$ 2,901.08
		4025950	RENTAL & LEASES-OTHR CONT	010	$ 113.67
		4025950	SELPA @ RYAN	080	$ 21.74
	10/11/2024	4026105	APE	080	$ 21.74
		4026105	HP SWITCHBOARD AREA	010	$ 62.80
		4026105	OVERAGES	010	$ 348.10
		4026105	OVERAGES	060	$ 440.94
		4026105	PREVENTIVE EQUIP MAINTENA	010	$ 2,392.00
		4026105	PREVENTIVE EQUIP MAINTENA	060	$ 1,807.25
		4026105	PREVENTIVE EQUIP MAINTENA	050	$ 177.40
		4026105	PREVENTIVE EQUIP MAINTENA	080	$ 809.91
		4026105	PREVENTIVE EQUIP MAINTENA	210	$ 25.87
		4026105	SELPA @ RYAN	080	$ 21.74
	10/17/2024	4026116	OCALA SELPA	080	$ 34.27
		4026116	OVERAGES	010	$ 2,171.77
		4026116	OVERAGES	060	$ 1,888.79
		4026116	PRESLEY CTR @ CHAVEZ	080	$ 64.12
		4026116	PREVENTIVE EQUIP MAINTENA	010	$ 1,865.17
		4026116	PREVENTIVE EQUIP MAINTENA	060	$ 2,070.73
		4026116	RENTAL & LEASES-OTHR CONT	010	$ 113.67

AP Check Register - Pivot Table Summary by Vendor
October 2024

Vendor Name	Date	Warrant #	Description	Fund	Sum of Amount
UBEO MIDCO LLC Total					**$ 21,556.77**
ULINE INC	10/4/2024	4025914	CUSTOMER.SERVICE@ULINE.COM	010	$ 235.59
ULINE INC Total					**$ 235.59**
UNITED PARCEL SERVICE	10/25/2024	4026316	POSTAGE	010	$ 113.72
UNITED PARCEL SERVICE Total					**$ 113.72**
UNITED REFRIGERATION INC.	10/18/2024	4026210	OPEN PO FY 2024-2025	050	$ 1,413.73
	10/25/2024	4026332	PER QUOTE# 98898377-00	050	$ 12,031.25
UNITED REFRIGERATION INC. Total					**$ 13,444.98**
VAN PELT CONSTRUCTION SERVICES	10/18/2024	4026211	MARIELA HEREDIA	210	$ 24,000.00
	10/25/2024	4026317	MARIELA HEREDIA	210	$ 24,000.00
VAN PELT CONSTRUCTION SERVICES Total					**$ 48,000.00**
VISTA CENTER FOR THE BLIND &	10/18/2024	4026169	CONTRACTED SERVICES	080	$ 717.50
VISTA CENTER FOR THE BLIND & Total					**$ 717.50**
W.W. GRAINGER INC.	10/11/2024	4026055	OPEN P.O, FY-2024/2025	050	$ 1,124.74
	10/18/2024	4026212	OPEN P.O, FY-2024/2025	050	$ 467.26
W.W. GRAINGER INC. Total					**$ 1,592.00**
WATER QUALITY PLUMBING INC	10/4/2024	4025915	MARIELA HEREDIA	050	$ 505.00
WATER QUALITY PLUMBING INC Total					**$ 505.00**
WAYSIDE PUBLISHING	10/11/2024	4026056	TRANSMATH TEXTBOOKS	060	$ 12,048.72
WAYSIDE PUBLISHING Total					**$ 12,048.72**
WENDY BOSSHARDT	10/25/2024	4026276	TEACHER SUPPLIES	010	$ 79.77
WENDY BOSSHARDT Total					**$ 79.77**
WENDY E. ALBERT	10/18/2024	4026170	TRAVEL AND CONFERENCES	080	$ 359.67
WENDY E. ALBERT Total					**$ 359.67**
WEX Health Inc	10/11/2024	4026057	PROF/CONSULT SVC OPERATIN	670	$ 60.00
WEX Health Inc Total					**$ 60.00**
YMCA OF SILICON VALLEY	10/4/2024	4025916	CONTRACTED SERVICES	060	$ 105,023.52
	10/11/2024	4026058	CONTRACTED SERVICES	060	$ 2,796.98
		4026058	SUBAGREEMENTS FOR SERVICE	060	$ 95,536.19
		4026081	CONTRACTED SERVICES	060	$ 147,629.62
		4026104	CONTRACTED SERVICES	060	$ 4,172.53
		4026104	SUBAGREEMENTS FOR SERVICE	060	$ 142,520.38
	10/18/2024	4026187	PROF/CONSULT SVC OPERATIN	060	$ 4,752.00
YMCA OF SILICON VALLEY Total					**$ 502,431.22**
ZAMANIEGO-CHAIDEZ, CINDY	10/18/2024	4026222	TEACHER SUPPLIES	010	$ 801.94
ZAMANIEGO-CHAIDEZ, CINDY Total					**$ 801.94**
Grand Total					**$ 9,681,147.71**

14.04

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: November 4, 2024

Subject: **Approve Bond Contracts/Extensions**

Staff Analysis: The District has received a summarized list of bond contracts/extensions dates November 14, 2024.

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

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

To the Board of Trustees:

Recommend Approval

14.04
Agenda Placement

Meeting: November 14, 2024
Regular Board Meeting

Germán Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Alum Rock Union Elementary School District
November 14, 2024 Board Meeting

BOND CONTRACTS/EXTENSIONS

CONTRACTOR NAME	DATE OF SERVICE	COST	PURPOSE
SVA Architects	11/15/24	$ (29,064.47)	Contractor will provide a Notice of Completion (NOC) for the Portable Classroom Addition and Sitework at Adelante and Aptitud Academies; Play Structure B2324-Bonds06, Project No. 2 has been accepted by the District as complete, and Certified by DSA.
Sixth Dimension Inc.	11/15/24	$ 86,190.10	Due to delays associated with the HVAC projects at McCollam Elementary, Adelante II and Russo/ McEntee Academies, the Contractor requested the increase in order to process and file all needed documents with DSA, close-out, and achieve project certification (Amendment No. 1).
Construction Testing Services	11/15/24	$ 4,827.03	Contractor will perform special inspection and testing services related to the playground and shade structures at McCollam Elementary (Amendment No. 2).
Rodan Builders Inc.	11/15/24	$ 43,152.00	Original contract is being amended to include the following additional required work: Repair of irrigation system and re-seeding of lawn next to the new playground structures; Additional asphalt paving at fire lane and gate area. ambulatory toilet shift to meet minimum clearance requirements; Project No. 4.

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

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

Subject: **Notice of Completion for the Portable Classroom Addition and Sitework at Adelante Dual Language Academy, and for Aptitud Community Academy – 2324-Bonds06, Project No.2.**

Staff Analysis: The Portable Classroom Addition and Sitework at Adelante Dual Language Academy, and Aptitud Community Academy (2324-Bonds06, Project No. 2) has been accepted by the District as complete, and certified by The Division of the State Architect (DSA).

Item:	Cost:	Total Contract Amount:
Original Contract Amount	$467,000.00	
Change Order(s)	$ 21,914.53	
Unused Contingency Funds	$ (29,064.47)	
Final Contract Amount		$459,850.06

Recommendation: Staff recommends the Board of Trustees accept the recording of the Notice of Completion for 2324-Bonds06, Project No. 2 - Portable Classroom Addition and Sitework at Adelante Dual Language Academy, and Aptitud Community Academy.

Prepared by: Marc Freitas MF Title: Interim Chief Bonds Officer

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

To the Board of Trustees: Meeting: November 14, 2024

Recommended Approval

Agenda Placement

German Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

CHANGE ORDER FORM

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

CHANGE ORDER NO.:
002

CHANGE ORDER

Project: ARUSD – PORTABLE SITEWORK – Adelante I & Aptitud
Bid No.: B2324-Bonds06

Date: 08/06/2024
DSA File No.: 43-4
DSA Appl. No.: 01-121106
01-121107

The following parties agree to the terms of this Change Order:

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

Contractor: Bosco Construction Services, Inc.
1177 N. 15TH Street
San Jose, CA 95112

Architect: SVA Architects
7901 Stoneridge Dr, Suite 100,
Pleasanton, California 94588

Project Inspector: Fred Powers
Advanced Inspections Inc.
381 15th Ave
San Francisco, CA 94118

Reference	Description	Cost	Days Ext.
Retention Invoice Requested by: Performed by: Reason:	Unused contingency funds Bosco Construction Services, Inc. Bosco Construction Services, Inc. Unused contingency funds are being returned to District as agreed upon per contract.	-$ (29,064.47)	0

Contract time will be adjusted as follows: Previous Completion Date: 6/302024 0 Calendar Days Extension (zero unless otherwise indicated) Current Completion Date: 6/30/2024	Original Contract Amount:	$ 467,000.00
	Amount of Previously Approved Change Order(s):	$ 21,914.53
	Amount of this Change Order:	$ - (29,064.47)
	Contract Amount:	$ 459,850.06

The undersigned Contractor approves the foregoing as to the changes, if any, to the Contract Price specified for each item, and as to the extension of time allowed, if any, for completion of the entire work as stated therein, and agrees to furnish all labor, materials and services and perform all work necessary to complete any additional work specified for the consideration stated therein. Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq.

This change order is subject to approval by the governing board of this District and must be signed by the District. Until such time as this change order is approved by the District's governing board and executed by a duly authorized District representative, this change order is not effective and not binding.

It is expressly understood that the compensation and time, if any, granted herein represent a full accord and satisfaction for any and all time and cost impacts of the items herein, and Contractor waives any and all further compensation or time extension based on the items herein. The value of the extra work or changes expressly includes any and all of the Contractor's costs and expenses, and its subcontractors, both direct and indirect, resulting from additional time required on the project or resulting from delay to the project including without limitation, cumulative impacts. Any costs, expenses, damages or time extensions not included are deemed waived.

Signatures:

District:		Contractor:	
[Name]	Date: 11/8/24	[Name]	Date: 08/06/2024
Architect:		Construction Manager:	
Christopher Bradley	Date: 8-6-24	Deshonne Hall	Date: 8-6-24
[Name]	Date	[Name]	Date

END OF DOCUMENT

RECORDED REQUESTED BY

German Cerda
Superintendent
Alum Rock Union School District
2930 Gay Avenue
San Jose, CA. 95127

AND WHEN RECORDED MAIL TO:

Teresa DeCelles
Assistant Superintendent of Business Services
Alum Rock Union School District
2930 Gay Avenue
San Jose, CA. 95127

RECORDED WITHOUT FEE PER G.C.27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

Notice is hereby given, pursuant to Civil Code section 9204, that:

1. The undersigned is an agent of the owner of the estate or interest stated below.
2. The name of the Owner is Alum Rock Union School District.
3. The address of the Owner is 2930 Gay Avenue, San Jose, CA 95127.
4. The nature of the estate or interest is in fee.
5. A work of improvement on the property hereinafter described was completed 05/20/24
6. The work done was Project No. 2 - Adelante Dual Language Academy; Aptitud Community Academy; New Portable Classroom Addition & Sitework Project
7. The contractor for such work of improvement was Bosco Construction Services, Inc.,1177 N. 15th Street, San Jose, CA. 95112
8. The date of contract between the above-contractor and Owner is 11/09/23.
9. The property on which said work of improvement was completed in Santa Clara County, State of California. The street address of said property is:
    a) Adelante Dual Language Academy
    2999 Ridgemont Drive, San Jose, CA 95127
    b) Aptitud Community Academy
    2475 Van Winkle Lane, San Jose, CA 95116

Dated:_____

_____
Teresa DeCelles, Assistant Superintendent of Business Services

VERIFICATION

I, German Cerda, say: I am the Superintendent for the Alum Rock Union School District and the declarant of the foregoing Notice of Completion. I have read said Notice of Completion and know the contents thereof and the same of my own knowledge. I hereby declare under penalty of perjury of the laws of the State of California that the foregoing is true and correct.

Dated:_____ at San Jose, California

_____
German Cerda
Superintendent, Alum Rock Union School District

DSA
DIVISION OF THE STATE ARCHITECT

August 19, 2024

Certification of Compliance For Temporary Relocatable Buildings

Manny Barbara
Alum Rock Union Elementary School District
2930 Gay Ave
San Jose, CA 95127-2322

Project: **Adelante Academy**
Application #: **01-121106**
File Id #: **43-4**
Scope: **Relocation of 1-Classroom Building (Relocatable)**

Dear Manny Barbara:

The Department of General Services' records indicate that the construction of the referenced project has been completed in accordance with design documents approved by the Department, and that all the Verified Reports covering the construction have been received. Therefore, the Department of General Services Certifies as follows:

This project is in compliance with California State regulations as to the safety of design and construction of public schools, and for the accommodation of persons with disabilities.

For relocatable buildings, which have been granted a waiver of durability for foundations, the owner should periodically inspect for, and correct, deterioration in order to maintain safe conditions. This certification is not valid if the buildings are moved to a site location other than shown on the approved plans.

Your application for the relocation of temporary buildings submitted under the provisions of Title 24, Part 1, Section 4-314 is hereby approved. Temporary certification is for 36 months from the date of installation.

The Temporary Exempt classification for relocatable buildings for DSA Application 01-121106 at Adelante Academy expires on May 24, 2027 - 3 Years from the Occupied/Complete Date May 24, 2024. Upon expiration, the relocatable buildings shall be removed from the school site(s). A Resolution of Certification Due to Removal of Structures (#5 Letter) will be issued upon verification that all fees due have been paid. An additional 3-year extension may be granted when requested in writing by the district.

Should the district desire to continue the use of the building(s) after 3 years, a new DSA application for the relocatable building(s) as a permanent structure shall be submitted to DSA for compliance with the requirements of the current California Building Code, Title 24.

As stated in our letter approving the plans and specifications for this project, the Department does not review design documents or construction for compliance with the electrical, mechanical, or plumbing regulations. It is the responsibility of the professional consultants named on the application to verify compliance with appropriate parts of the California Building Code, and to submit Verified Reports documenting compliance.

Sincerely,

Kris Wen
Digitally signed by Kris Wen
DN: C=US, E=kris.wen@dgs.ca.gov, OU=DSA, O=DGS, CN=Kris Wen
Date: 2024.08.21 14:22:38-07'00'

for Chris Morton
Regional Manager

Division of the State Architect

CM: ld

DSA
DIVISION OF THE STATE ARCHITECT

Certification of Compliance

July 23, 2024

Imee Almazan
Alum Rock Union Elementary School District
2930 Gay Ave
San Jose, CA 95127-2322

Project: **Aptitud Academy**
Application #: **01-121107**
File Id #: **43-4**
Scope: **Relocation of 1-Temporary Classroom Building (Relocatable)**

Dear Imee Almazan:

The Department of General Services' records indicate that the construction of the referenced project has been completed in accordance with design documents approved by the Department, and that all the Verified Reports covering the construction have been received. Therefore, the Department of General Services Certifies as follows:

This project is in compliance with California State regulations as to the safety of design and construction of public schools, and for the accommodation of persons with disabilities.

For relocatable buildings, which have been granted a waiver of durability for foundations, the owner should periodically inspect for, and correct, deterioration in order to maintain safe conditions. This certification is not valid if the buildings are moved to a site location other than shown on the approved plans.

The Temporary Exempt classification for Relocatable buildings for 01-121107, Aptitud Academy, will be expired on 5/24/2027(3 years after Occupied/Complete Date). Upon expiration of this project the relocatable buildings shall be removed from the school sites. #5 Resolution of Certification due to removal of Structures letter will be issued upon verification that all fees due have been paid. An additional 3-year extension may be granted when requested in writing by the district.
Should the District desire to continue the use of all the buildings after three years, a new DSA application for relocatable buildings as a permanent structure shall be submitted to DSA for compliance with the requirements of the current California Building Code, Title 24.

As stated in our letter approving the plans and specifications for this project, the Department does not review design documents or construction for compliance with the electrical, mechanical, or plumbing regulations. It is the responsibility of the professional consultants named on the application to verify compliance with appropriate parts of the California Building Code, and to submit Verified Reports documenting compliance.

Sincerely,

Kris Wen

Digitally signed by Kris Wen
DN: C=US, E=kris.wen@dgs.ca.gov, OU=OSA, O=DGS, CN=Kris Wen
Date: 2024.07.24 18:30:13-07'00'

for Chris Morton
Regional Manager
Division of the State Architect
CM: dw

cc: School Board
Architect/Engineer -
File

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Board of Trustees: Date: November 04, 2024

Subject **Approve Amendment No. 1 with Sixth Dimension Inc. for Construction Management Services, Bid # B2223-Bonds30.**

Staff Analysis: On March 9, 2023 the Board of Trustees approved the contract agreement with Sixth Dimension for ADA Improvement, Re-Roofing, Interior Building Upgrades, Low Voltage Infrastructure, and HVAC Improvement to multiple buildings at Adelante II, McCollam Elementary, and Russo/McEntee Academy.

Due to delays associated with the HVAC projects at the above-mentioned campuses, as well as additional work added to the general contractor's scope, Sixth Dimension respectfully requests the original contract amount be increased in the amount of $86,190.10 in order to process and file all needed documents with DSA and achieve project certification.

Amendment No. 1 would include the retention of 1 half-time Construction Manager with weekly support to the District for the campuses included in this project, along with a Senior Construction Manager to complete the administrative close-out of the HVAC with DSA.

Item	Amount
Original Contract Amount	$ 416,852.00
Amendement No. 1	$ 86,190.10
New Contract total	**$ 503,042.10**

Recommendation: Staff recommends the Board of Trustees approve Addendum No. 1 in the amount of $86,190.10 for Sixth Dimension Inc.

Prepared by: Marc Freitas M.F. Title: Interim Chief Bonds Officer

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

To the Board of Trustees: Meeting: November 14, 2024

Regular Board Meeting

Recommended Approval

Agenda Placement

German Cerda, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

6D PMCM
888-674-4660
2121 N. California Blvd., Suite 290
Walnut Creek, CA 94596
CA# 1111440

October 24, 2024

Mr. Marc Freitas, Interim Chief Bonds Officer
Alum Rock Union School District
2930 Gay Avenue
San Jose, CA 95127

Subject: ARUSD – Amended Fee and Staffing Proposal for BD2223 Bonds30 - HVAC Projects (Adelante II, McCollam Elementary, Russo/McEntee Academy)

Dear Mr. Freitas,

We appreciate the District's time during recent communications wherein we discussed current project staffing and the staffing forecast for the successful closeout of all HVAC projects. While we endeavor to contain all project costs including our own there are times when changed conditions determine otherwise. This request is in recognition of project events/considerations that have affected the 6D team's ability to successfully close out the HVAC projects soon after the intended completion, late September 2024.

Our original staffing plan anticipated the HVAC work to be completed in September 2024. However, prior to the substantial completion of the HVAC projects Rodan was authorized, via change order, to perform additional work. The additional work extended the final completion project complete to November, with the additional work expected to be performed during Thanksgiving Holiday week to mitigate impact of school operations and instruction. Project close out, as noted, will follow and includes processing and filing all paperwork with DSA to achieve project certification. The following summarizes our scope for successful completion of the HVAC projects.

- Additional construction management time was required to administer and oversee completion of HVAC projects, inclusive of any additional work added to the GC's scope, which extended the project completion to end of November 2024.
- Administrative completion of close-out following project completion in November 2024 (anticipating 30-days from project completion), 6D team will be focused on obtaining final certifications of the project through DSA forms, final inspection certifications, close-out of other professional scope of work, and administrative requests as directed by ARUSD team.
- 6DPMCM staffing reflects ½ time for Ian Brakey, Construction Manager and approximately 6-8 hours per week for Deshonne Hall, Sr. Project Manager (focused primarily on administrative close-out of HVAC, including change orders and processing of DSA forms).

For September, we are carrying a delta of $25,662.35. The amounts for October, November, and December, are for Ian Brakey in part-time role and approximately 8 hours per week for Deshonne Hall to complete the administrative close of all contracts including ensuring all DSA forms are submitted timely for project close out.

Our recommended staffing plan with adjusted fee proposal in an amount not to exceed $86,190.10 for a total contract amount of $503,042.10 (inclusive of 6D, consultants, and reimbursables) is attached for your review and consideration. Our team remains committed to ensuring continued success of the District program and projects.

Please do not hesitate to contact me if there are any questions.

Sixth Dimension|6DPMCM

Dolores A. Montenegro

Dolores A. Montenegro
Vice President/Project Director

6D PMCM

Alum Rock Union School District
Contract Amount: $416,852.00
RFP No. 2223-Bonds30 HVAC
FY 2023-2024 Budget vs Actuals

UPDATE: 10/24/2024

Staffing Plan Projections

6D	Saylor Contract	
$ 415,535.30	$ 1,316.70	$ 416,852.00

POSITION	NAME	2023 RATE	2024 RATE	2023 M	A	M	J	J	A	S	O	N	D	2023 TOTAL	2024 J	F	M	A	M	J	J	A	S	O	N	D	2024 TOTAL	GRAND TOTAL
6D LABOR																												
Principal in charge	Kari Schultz	$ 225	$ 232	0	0	0	0	0	0	0	0	0	0	$ -	0	0											$ -	$ -
Project Director	Dolores Montenegro	$ 225	$ 237	1.5	1.5	12.5	9	6.25	2.75	6.5	9.75	6.75	14.75	$ 16,031	9.5	6.75	10	10.25	13.5	11.5	15.25	8.75	3.75				$ 21,152	$ 37,184
Sr. Cost Estimator	Jeff Threet	$ 189	$ 195	0	9	0	99	0	0	0	0	0	0	$ 20,412	0	0											$ -	$ 20,412
Construction Manager	Blaze Omidi	$ 184	$ 190	18	51	58	50	24	18	27	10	0	0	$ 47,104	0	0											$ -	$ 47,104
Construction Manager	Deshonne Hall	$ 184	$ 194	0	0	0	0	0	0	0	10	29	18	$ 10,488	22	20	22	29	43	61	80	76	24	24	24	24	$ 87,106	$ 97,594
Construction Manager	Ian Brakey		$ 194																	129	159	170	152	80	80	80	$ 164,900	$ 164,900
Construction Manager	Seth Kalkman	$ 184	$ 190	0	0	0	0	0	0	0	0	0	0	$ -	0	0											$ -	$ -
Construction Manager	Seth Kalkman/V Boorla May2024 his	$ 184	$ 194	3	33	75	30	11	8	80	85	64	38	$ 78,568	66	53	63	68.5	33								$ 54,999	$ 133,567
Subtotal 6D Billable Labor				$ 4,202	$17,495	$27,285	$35,456	$ 7,846	$ 5,403	$21,151	$21,514	$18,631	$13,623	$ 172,603	$ 19,324	$ 15,762	$ 18,860	$ 21,344	$ 17,944	$ 39,586	$ 49,980	$ 49,798	$ 35,033	$ 20,176	$ 20,176	$ 20,176	$ 328,157	$ 500,761
SUBCONSULTANTS																												
Leland Saylor & Associates, Inc ($38,400/3=$12,800)		$ 189	$ 195	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,197.00	0.00	0.00	1,197.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,197.00
		$ 189	$ 195																									0.00
Subtotal Subconsultants				0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,197.00	0.00	0.00	1,197.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,197.00
Subconsultant Markup 10%				0.00	0.00	0.00	0.00	0.00	0.00	0.00	119.70	0.00	0.00	119.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	119.70
Subtotal Subconsultants + Markup				0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,316.70	0.00	0.00	1,316.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,316.70
REIMBURSABLES																												
Paint, moving expenses		$ -	$ -	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
RentAFence.com		$ -	$ -	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
FedEx	(Oct 2023 $964.90 split with Bonds)	$ -	$ -	0.00	0.00	0.00	0.00	0.00	0.00	0.00	964.90	0.00	0.00	964.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	964.90
Privacy Link Master - Fencing		$ -	$ -	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Reimbursables				0.00	0.00	0.00	0.00	0.00	0.00	0.00	964.90	0.00	0.00	964.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	964.90
Reimbursable Markup				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Reimbursables + Markup				0.00	0.00	0.00	0.00	0.00	0.00	0.00	964.90	0.00	0.00	964.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	964.90
Cumulative Total		$ -	$ -	4,202	17,495	27,285	35,456	7,846	5,403	21,151	23,795	18,631	13,623	$ 174,885	19,324	15,762	18,860	21,344	17,944	39,586	49,980	49,798	35,033	20,176	20,176	20,176	$ 328,157	$ 503,042

Billed-to-date	Contract Balance	
$ 501,725.40	(86,180.10)	6D
120.74%	-20.74%	100.00%
$ 1,316.70	$ -	Leland Saylor
100.00%	0.00%	100.00%

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Board of Trustees: Date: November 6, 2024

Subject: **Approve Amendment No. 2 with Construction Testing Services (CTS) for Project No. 4 (Playground and Shade Structures at McCollam Elementary).**

Staff Analysis: On March 14, 2024 the Board of Trustees approved the contract agreement with Construction Testing Services (CTS) for Project No. 4. CTS was to perform special inspection and testing services related to the playground and shade structures at McCollam Elementary.

The original contract is being amended to include additional required soil and compaction testing necessary for paving in and around the fire lane and gate area near the playground/shade structure. This work could not be done during regular school hours as it would impact the safety of students and faculty.

Item	Amount
Original Contract Amount	$13,051.36
Change Order #1	$ 1,353.02
Change Order #2	$ 4,827.03
Final Contract Total	$19,231.41

Recommendation: Staff recommends the Board of Trustees approve Amendment No. 2 in the amount of $4,827.03 with Construction Testing Services for the additional required soil and compaction testing.

Prepared by: Marc Freitas MF Title: Interim Chief Bonds Officer

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

To the Board of Trustees: Meeting: November 14, 2024

Recommended Approval

Agenda Placement

German Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

AMENDMENT NO. 2 to:

Construction Testing Services for

Two (2) Play Structures at McCollam Elementary

This Amendment No. 1 ("Amendment") amends the Agreement with Construction Testing Services for two Play Structures at McCollam Elementary which was entered into by and between the Alum Rock Union School District ("District") and Construction Testing Services ("Consultant") (together, "Parties") as follows:

RECITALS

WHEREAS, the Parties entered into the Agreement effective as of March 14, 2024 in order for Consultant to provide special inspections and testing services ("Consultant Services"); and

WHEREAS, the Parties now desire to amend and supplement the Agreement to increase the original cost of the Agreement; and

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

1. **Amendments to Agreement.**

Section 4. (Compensation) of the Agreement hereby amended to include as follows:

Additional soil and compaction testing was needed in the vicinity of the play structure area at McCollam Elementary.

Original Contract Amount	**$13,051.36**
Change Order 1	**$ 1,353.02**
Change Order 2	**$ 4,827.03**
New Contract Total	**$19,231.41**

2. **Provisions of the Agreement Reaffirmed.**

All other provisions of the Agreement shall remain in full force and effect and are reaffirmed. If there is any conflict between this Amendment No. 2 and any provision of the Agreement, relating to Consultant's compensation or scope of Services, the provisions of Amendment No. 2 shall control.

IN WITNESS WHEREOF, the Parties hereto have accepted and agreed to this Amendment No. 2 on the dates indicated below.

Dated: _____, 2024

Alum Rock Union School District

By: _____

Print Name: Teresa DeCelles

Print Title: Asst. Superintendent of Business Services

Dated: November 6, 2024

Construction Testing Services

By: _____

Print Name: James J. Johnson III

Print Title: Project Manager

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Board of Trustees: Date: November 6, 2024

Subject: **Change Order to the Rodan Builders Contract for Project No. 4 McCollam Play Structures**

Staff Analysis: On June 13, 2024 the Board of Trustees approved the contract agreement with Rodan Builders for the required site work needed in preparation for the installation of the two playground and shade structures at McCollam Elementary.

The original contract is being amended to include the following additional required work: Repair of irrigation system and re-seeding of lawn next to the new playground structures. Additional asphalt paving at fire lane and gate area. Ambulatory toilet shift to meet minimum clearance requirments.

Item:	Cost:	Total Contract Amount:
Original Contract Amount	$242,000	
Change Order(s)	$ 43,152	
Final Contract Amount		$285,152

Recommendation: Staff recommends the Board of Trustees accept the change orders for project number 4 in the amount of $43,152 for Rodan Builders.

Prepared by: Marc Freitas mf Title: Interim Chief Bonds Officer

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

To the Board of Trustees: Meeting: November 14, 2024

Recommended Approval

Agenda Placement

German Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

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

DATE: 10/30/2024

Project: Millard McCollam ES - Play structure sitework
DSA Fle No.: 43-4
DSA Appl. No.: 01-121324

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

ATTN: Ian Brakey

SUBJECT: CCD 001
PCO#: 06 R4

Dear Ian,

Please see the attached change order to install all the scope outlined in CCD 001. Rodan is set to cover the damaged control valve along with the seeding as indicated in red on the last page.

DESCRIPTION	Material	Labor	Sub	Total Cost
				$ -
Lone Star Landscape, Inc.	$ -	$ -	$ 23,834	$ 23,834
				$ -
SUBTOTAL				**$ 23,834**
Markup - Contractor - 5%				$ 1,192
Markup - Self-perform Contractor - 15%				$ -
Insurance - 1%				$ 250
Bonds - 1%				$ 250
TOTAL COST				**$ 25,526**

Contractor:	Rodan Builders, Inc.	Brandon Church Digitally signed by Brandon Church DN: C=US, E=bchurch@rodanbuilders.com, CN=Brandon Church Date: 2024.10.30 15:20:17-07'00'	10/30/2024
		Name	Date
District:	ARUSD		
		Name	Date
Architect:	SVA	Christopher Bradley Digitally signed by Christopher Bradley DN: C=US, E=cbradley@svarchitects.com, O=SVA Architects, Inc., CN=Christopher Bradley Date: 2024.10.30 15:55:55-07'00'	
		Name	Date
CM:	Sixth Dimension	Ian Brakey Digitally signed by Ian Brakey Date: 2024.10.30 17:05:02-07'00'	10/30/2024
		Name	Date

LONE STAR
LANDSCAPE, INC.

October 29, 2024

Re: McCollam Elementary School

Attention: Raghu & Brandon/Rodan Builders

As requested, the following is the breakdown per plans:

1. Irrigation (Red Clouded areas) less valves & boxes- ***$10,394.00***
   Locate & tie-in to existing 4" mainline & existing low voltage wires
   Install approximately 104 LF of 4" mainline and low voltage wires
   Install 2 new remote control valves
   Install approximately 180 LF of lateral lines & 4 rotors
   Include backfill sand & off-haul of trench spoils
2. Valves & Boxes 2 total ***$2,000.00*** (Rodan to Cover Costs)
3. Additional irrigation (Blue areas) ***$8,350.00***
4. Seeding-Area 1 2300 SF $1.20/SF ***$2,760.00*** (Rodan to Cover Costs)
5. Seeding-Area 2 (720 LF x 2') 1440 SF $1.20/SF ***$1,728.00***
6. Seeding-Area 3 (Miracle Play) 1760 SF $1.20/SF ***$2,112.00***
7. Repair hose bibs at garden area ***$1,250.00***

Maintenance of re-seeded areas is excluded.

Subtotal:	$28,594.00
Rodan Cost:	($4,760.00)
Total Cost:	**$23,834.00**

Other standard exclusions are:

Traffic & pedestrian control
Clearing, grubbing & grading
Existing tree removal, trimming & protection
Temporary fencing
Existing tree protection, removal & trimming
Trenching or boring through paved areas
Compaction requirements under paved areas
Import & export of soils/spoils
Protection & maintenance of existing landscape areas to remain
Permits, fees & bonds.

If you have any questions, feel free to call me.

Thank you,

Robert Samaniego

Contractor's License # 463280
P.O. Box 70
San Martin, CA 95046

Phone 408-682-0100
Fax 408-682-0109

RMT LANDSCAPE CONTRACTORS, INC.
421 Pendleton Way
Oakland, CA 94621
Contractor's License No. 372869 (Exp. 4/30/25)
DIR 1000006077/MBE/DBE #CT1435

September 12, 2024

Subject: **Millard McCollam Field Work**
RMT Landscape Contractors proposal for landscape planting and landscape irrigation.

Landscape Consultant: ANLA. **Specific Plan Drawings (see below for exclusions):** CCD1-SK1 and CCD1-SK2 dated 3/19/24. **Specific Scope of Work Specifications (with exclusions as listed below):** Landscape and Irrigation only (specifications not provided at time of bid). **Addendum:** None noted at time of bid.

Our base bid proposal includes the following scope of work and pricing:

Mobilization, supervision and layout for our work for irrigation, soil preparation, planting, seed and 90 days post installation maintenance period (duration not specified).

Lump Sum Bid:	**$65,800.00**
Sod In Lieu of Seed:	**$26,400.00**

Please note these exclusions, clarifications and qualifications as a part of this proposal:

- Grade to be received by RMT Landscape at minus 3" depth to allow soil amendments and mulch, free of weeds and debris and graded to drain. **No import or export of soils, stockpiling or onsite soils placement.** Excavation and off-haul of soils by others. RMT Landscape excludes grading requiring rock or garbage removal, hard rock ripping, dewatering, hazardous, toxic, contaminant removals or treatment. Our proposal is based upon utilizing normal construction related equipment to perform our scope of work. Access to our areas of work is required at all time i.e. unimpeded, no debris, other trades work, vehicles or parked objects and or storage in our way. Our pricing is based upon personnel working during normal (daytime) 8-hour workday, and 40-hour work week and does not include working in an inefficient manner i.e. working in the rain or poor working conditions. **Maintenance during entire contact period is not included.**
- **We exclude all work other than what is specifically listed in scope shown above. *We exclude repair and/or replace all plant material and irrigation damaged by construction, vehicle damage, lack of watering during the construction period, including existing areas.**
- **RMT Landscape's proposal excludes the following items (many items may not apply):**
  - Engineering, structural, structural calculations or archeologist, design build including fees, SWPP.
  - Permit fees or costs, i.e. engineering, structural, power to controller, grading, all traffic control including all costs associated, electrical meters and cabinets including meter fees, permits and costs, **copper or galvanized mainline or lateral line including fittings**, galvanized steel conduit, hot tap.
  - **RMT excludes protection of existing irrigation and planting, maintenance of existing irrigation and planting**, replacement of existing irrigation and planting due to damage by others. Backflow preventor is existing.
  - **Water meters and sub-meters** including installation, water meter box and lid, connection from electrical service to irrigation electrical meter, tie in to existing water line, fees, permits and cost of water, demolition, **excavation and off haul of soils including lime treated soil**, utility adjustment, all waterproofing including at penetrations through wall, all drainage demolition, cutting and capping of existing irrigation lines, clearing and grubbing, **tree or plant protection, hand watering including for existing planting**, electrical work including trenching, all asphalt work including header, **bio-filtration soil, perforated pipe, drain rock, gravel mulch, fabric at bio-filtration area, all drainage including catch basins and area drains, vents and clean-outs, rainwater leaders, rip rap, all drainage including catch basins and area drains, vents and clean-outs, rainwater leaders,** all paving, all pavers including precast and permeable, concrete mow bands, concrete work including sidewalk and concrete curb, metal or redwood header, boulders, all lighting, striping, signage, erosion control, subsurface drains, perforated drain lines, site furnishings, cobbles, synthetic turf, fences and gates, all fencing, all gates, handrails, bollards, lighting, temporary construction fence, domestic water line, connection to existing water meter, tree removal, tree protection, **saw cutting, coring or boring, cutting, patching or removal of asphalt paving or concrete including temporary and permanent patching, rock-wheeling, trench restoration**, drilling through slabs or pavers, replacement of existing planting damaged by deer or rodents or disease, repellents or barriers.
  - Existing tree, planting, irrigation and turf protection, demolition or removal of existing irrigation system including areas outside of limit of work area. Protection of on and off site improvements, utilities and plants. Repair or replacement of areas disturbed by construction including hydro-seeding or replacement of mulch for on or off site. Replacement of materials by theft or vandalism. Tree and stump removal, pruning. Maintenance and or watering of existing landscaping during construction. Premium time, liquidated damages or all bonds including maintenance bond.

Kari Trask
RMT Landscape Contractors, Inc.
Established 1977
421 Pendleton Way
Oakland, CA 94621
P: (510)568-3208
F: (510)568-3332
kari@rmtlandscape.com

SCAPES, INC.
Landscape Construction

Proposal for Landscape Construction
Mccollam ES Play Ground
10/25/2024

Jobsite Address: 3311 Lucian Ave San Jose
Landscape Architect: ANLA
Plan Date:
Geotech:
Other Drawings:
RFI

Est by Sadeq Alnaggar
Address 12344 San Mateo Road Half Moon Bay, CA 94019-7112
Tel (650) 712-4460 x 1002 Office
License # 776147
DIR # 1000005054

GENERAL NOTES

Based on the current volatility of construction materials, this estimate is only valid for 30 days. Material pricing may be updated to reflect current costs prior to the start of construction. Permit and aquiring permits are the responsibility of the client, however we will be willing to aquire permits at a per hour charge basis.

Item	Description	Qty	Unit	Contract
Irrigation	Furnish and Install an Automatic Watering System. Including to Tie to the Existing controller, new remote control valves In below grade valve boxes, main line, lateral line and Rotors			
	4"Mainline 24"depth	0	LF	
	1" Lateral line 18"depth	574	LF	
	This Inlcuding rotors and one Valve In below grade valve boxes,	1	LS	
	Notes & Exclusions			
	Excluding Concrete and Asphalt saw cut works. Assumes all structural penetrations, sleeves and conduit by others. If hardscape is not in place we will provide a sleeving diagram. Assumes water meter by other and sufficient pressure and flow at point of connection will be provided. If well water we will require proof of horticultural suitability in order to guarantee plants. All irrigation to existing planting areas, including repairs/new connections required because of our work to be done on a T&M basis. We can evaluate once on site and provide an allowance if necessary.			
Subtotal				$24,709.20
Seed	Furnish and Install Seed			
	Provide seeding for all the aea	26300	SF	
Subtotal				$40,277
Irrigation	Furnish and Install an Automatic Watering System. Including to Tie to the Existing controller, new remote control valves In below grade valve boxes, main line, lateral line and Rotors			
	4"Mainline 24"depth	108	LF	
	1" Lateral line 18"depth	160	LF	
	This Inlcuding rotors and one Valve In below grade valve boxes,	1	LS	
	Alt			
	The Materials cost for the Valves and Boxes credit from the below cost.	($850)		
	Notes & Exclusions			
	Excluding Concrete and Asphalt saw cut works. Assumes all structural penetrations, sleeves and conduit by others. If hardscape is not in place we will provide a sleeving diagram. Assumes water meter by other and sufficient pressure and flow at point of connection will be provided. If well water we will require proof of horticultural suitability in order to guarantee plants. All irrigation to existing planting areas, including repairs/new connections required because of our work to be done on a T&M basis. We can evaluate once on site and provide an allowance if necessary.			
Subtotal				$16,886.00
Seed	Furnish and Install Seed			
	Provide seeding only in the areas which will be affected by the new irrigation line install work	2428	SF	
Subtotal				$5,032.00
Maintenance	This proposal including 90 day Maintenance			
Subtotal				$4,500
GRAND TOTAL				$91,404.00

Item	Description	Qty	Unit	Contract

GENERAL NOTES

All material will be as specified. Above work to be performed in accordance with the drawings and specifications submitted. All work to be completed in a workmanlike manner. Any alteration or deviation from the above specifications will be executed only upon written authorization, and will become an extra cost over and above the original estimate. We will not be held responsible for delays caused by strikes, accidents or events beyond our control.

Workman's Compensation and Public Liability Insurance on above work to be provided by: SCAPES, INC., State License # 776147

"Allowance" items are estimates based on assumptions regarding details or items which may change or have not been specified. Pricing on this item depends on final specification.

Lumber/Metal pricing is extremely volatile and is subject to change at any time.

Note no specifications provided.

Scapes shall not liable for discrepancies between landscape and architectural drawings.

GENERAL EXCLUSIONS

Any other items or conditions not listed in this proposal

Permits or fees

Concrete Work and Fence

Drawings or construction documents

Removal of scaffolds, materials and equipment from other trades

Surveying and staking

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Signature & Date _____ Date _____

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

DATE: 9/23/2024

Project: Millard McCollam ES - Play structure sitework
DSA Fle No.: 43-4
DSA Appl. No.: 01-121324

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

ATTN: Ian Brakey

SUBJECT: RFI#05 - Additional Asphalt Paving
PCO#: 05

Dear Seth,

Per the RFI #05 response, see attached change order to install the new asphalt at the fire gate.

DESCRIPTION	Material	Labor	Sub	Total Cost
				$ -
O'Grady Paving	$ -	$ -	$ 8,616	$ 8,616
				$ -
				$ -
SUBTOTAL				**$ 8,616**
Markup - Contractor - 5%				$ 431
Markup - Self-perform Contractor - 15%				$ -
Insurance - 1%				$ 90
Bonds - 1%				$ 90
TOTAL COST				**$ 9,228**

Contractor:	Rodan Builders, Inc.	Brandon Church Digitally signed by Brandon Church DN: C=US, E=bchurch@rodanbuilders.com, CN=Brandon Church Date: 2024.09.30 07:37:27 -07'00'	9/23/2024
		Name	Date
District:	ARUSD	Marc Fiesta	10-2-24
		Name	Date
Architect:	SVA	Christopher Bradley Digitally signed by Christopher Bradley DN: C=US, E=cbradley@svarchitects.com, O="SVA Architects, Inc.", CN=Christopher Bradley Date: 2024.10.02 11:48:55-07'00'	
		Name	Date
CM:	Sixth Dimension	Ian Brakey Digitally signed by Ian Brakey Date: 2024.10.02 12:13:01-07'00'	10/2/2024
		Name	Date

O'Grady Paving, Inc.

Asphalt Paving & Grading

September 23, 2024

Submitted to: Rodan Builders	Attn: Raghunandan Ayanur	Phone: 650-508-1700
Street: 3486 Investment Blvd., Suite B	Job Name: Millard ES	Estimator: Ryan Greene
City, State, and Zip Code: Hayward, CA 94545	Job Location: San Jose, CA	

O'Grady Paving, Inc. is pleased to submit a price on the above referenced project. We will provide all labor, equipment and material to complete the following work based on Plans dated 4/24/23

Work will include per RFI 005:

1. Additional #" AC over 12" AB paving at fire access

We Propose hereby to furnish material and labor -- complete in accordance with above specifications for the sum of:

Eight thousand six hundred and sixteen Dollars ($8,616.00)

Payment to be made as follows:

Monthly Progress Payments

All Material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmens Compensation Insurance.

Authorized Signature _____

Note: This Proposal may be withdrawn by us if not accepted within 30 days

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance: _____

Signature _____

2513 Wyandotte Street Mountain View,CA 94043 Telephone:650-966-1926 Fax:650-966-1946 State License N. 201696

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

DATE: 8/2/2024

Project: Millard McCollam ES - Play structure sitework
DSA Fle No.: 43-4
DSA Appl. No.: 01-121324

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

ATTN: Ian Brakey

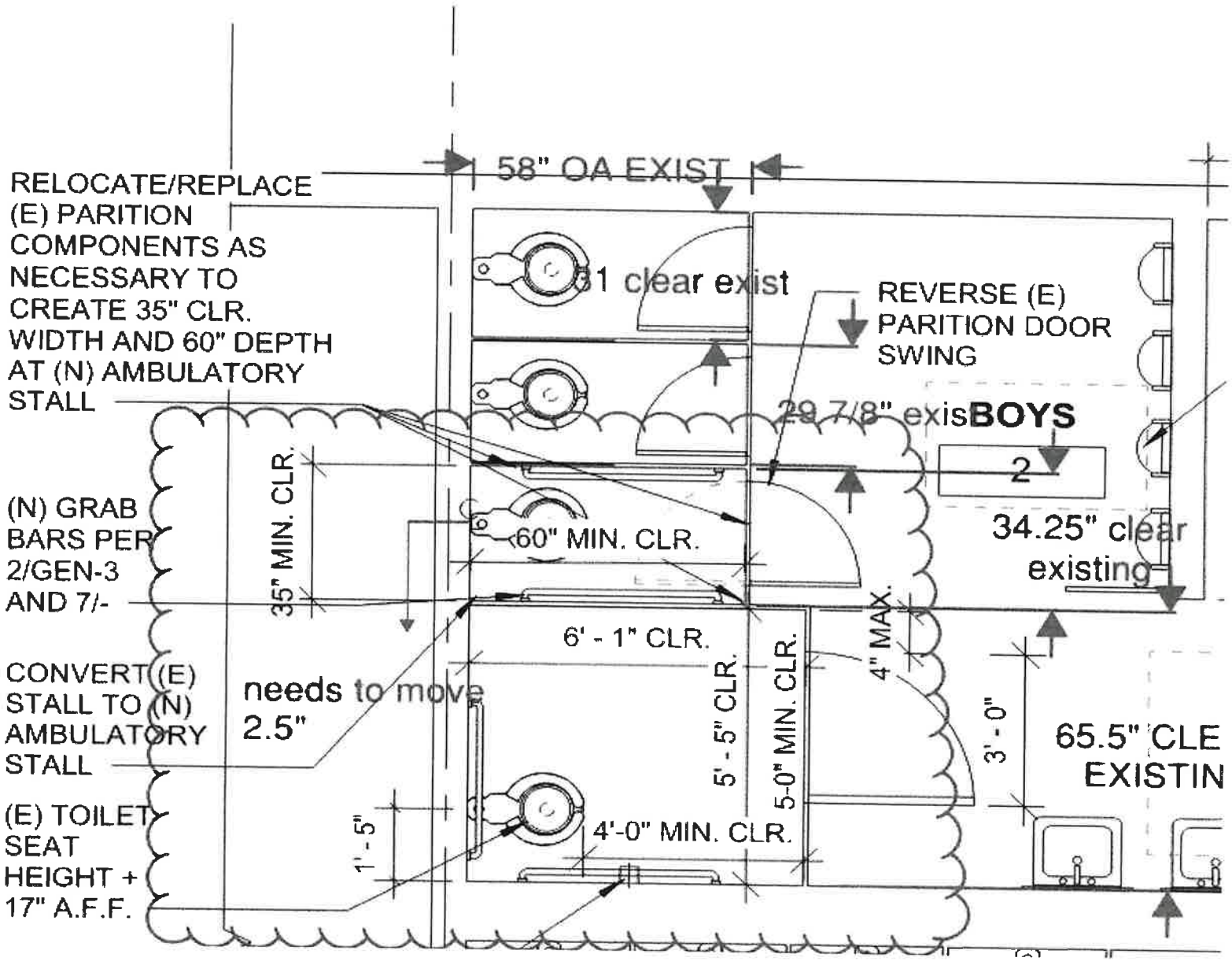
SUBJECT: RFI#04- Toilet shift at Ambulatory stall
PCO#: 04

Dear Seth,

Pricing as per RFI#04 to shift the toilet at Ambulatory stall in Boys restroom 2 to meet the min clearance required.

DESCRIPTION	Material	Labor	Sub	Total Cost
				$ -
Bellanti			$ 5,691	$ 5,691
Rodan	$ 450	$ 1,808		$ 2,258
				$ -
				$ -
SUBTOTAL				**$ 7,949**
Markup - Contractor - 5%				$ 285
Markup - Self-perform Contractor - 15%				$ 339
Insurance - 1%				$ 82
Bonds - 1%				$ 82
TOTAL COST				**$ 8,398**

Contractor:	Rodan Builders, Inc.	Brandon Church (Digitally signed by Brandon Church)	8/2/2024
		Name	Date
District:	ARUSD	Name	8-9-24 Date
Architect:	SVA	Christopher Bradley (Digitally signed by Christopher Bradley)	
		Name	Date
CM:	Sixth Dimension	Ian Brakey	08/08/2024
		Name	Date


RELOCATE/REPLACE (E) PARITION COMPONENTS AS NECESSARY TO CREATE 35" CLR. WIDTH AND 60" DEPTH AT (N) AMBULATORY STALL
(N) GRAB BARS PER 2/GEN-3 AND 7/-
CONVERT (E) STALL TO (N) AMBULATORY STALL
(E) TOILET SEAT HEIGHT + 17" A.F.F.
58" OA EXIST
31 clear exist
REVERSE (E) PARITION DOOR SWING
29 7/8" exis
BOYS
2
34.25" clear existing
35" MIN. CLR.
60" MIN. CLR.
6' - 1" CLR.
needs to move 2.5"
5' - 5" CLR.
5'-0" MIN. CLR.
4" MAX.
3' - 0"
65.5" CLE
EXISTIN
1' - 5"
4'-0" MIN. CLR.

14.05

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF TRUSTEES

To the Board of Trustees: November 1, 2024

Subject: **Approval of Annual Developer Fees 2023-2024**

Staff Analysis: Government Code Section 66006 requires local agencies, including school districts, which are collecting developer fees to provide an annual accounting of such fees. In accordance with GC 66006(b) (1) the information is required to be made available to the public within 180 days of the last day of the fiscal year, and shall include the following information for the prior fiscal year:

(A) A brief description of the type of fee in the account or fund.
(B) The amount of the fee.
(C) The beginning and ending balance of the account or fund.
(D) The amount of the fees collected and the interest earned.
(E) An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.
(F) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.
(G) A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid, and the rate of interest that the account or fund will receive on the loan.
(H) The amount of refunds made pursuant to subdivision (e) of Section 66001 and any allocations pursuant to subdivision (f) of Section 66001.

This summary report provides the required information and is presented for review and approval in accordance with Government Code Section 66006.

Recommendation: Staff recommends that the Board of Trustees approve the Annual Accounting of Developer Fees 2023-2024 as presented.

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

To the Board of Trustees: Meeting: November 14, 2024 Regular Board Meeting

Recommend Approval

14.05
Agenda Placement

German Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
Date: November 1, 2024

Annual disclosure of Developer Fees: Fund 25 for the fiscal year 2023-24.
And disclosure per Section 66001, Subsection (d) (2)

Government Code Section 66006(b) requires any public agency collecting developer fees to report annually on the status of these funds. The report contained herein is the status report of developer fees collected during the fiscal year ended June 30, 2024.

The statutory developer fee rates are:

$2.24 for residential properties
$0.32 for commercial properties.

Alum Rock Union Elementary School District receives 60% of the fees collected. The remaining 40% is credited to the appropriate high school district.

There have been no changes to the fee amounts charged since the adoption of resolution #29 in 2014-2015.

Total fees collected in 2023-2024 fiscal year were $533,772.12.
Interest earned in the account was $12,013.12.

Beginning fund balance as of July 1, 2023 was $276,976.87.

Ending fund balance as of June 30, 2024 is $822,762.11.

There was no deficit spending in 2023-2024 fiscal year.

There were no refunds during the 2023-2024 fiscal year.

There were no administrative fees transferred to the General Fund during the 2023-2024 fiscal year.

14.06

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

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

Subject: **Approve/Ratify Notices of Employment and Changes of Status/Nov 14, 2024**

Staff Analysis: This item includes recommendations such as new hires, leaves of absence, or other changes in employee status.

Recommendation: Staff recommends the Board of Trustees approval of the hiring of any new employee, and any change of status for existing employees.

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

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

To the Board of Trustees: Meeting: November 14, 2024
Regular Board Meeting

Recommend Approval

14.06
Agenda Placement

German Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by:_____ Seconded by:_____

Approved: _____ Not Approved: _____ Tabled:_____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT-
HUMAN RESOURCES DEPARTMENT
MEETING OF THE BOARD OF TRUSTEES
November 14, 2024

CERTIFICATED OFFER OF EMPLOYMENT:

I. **New Hires:**

1.	Van Caenegem, Judit	Teacher, Middle School	10/21/2024

II. **Substitute Residential Teacher Contracts:**

1.	Campos, Helena	10/25/2024-11/22/2024
2.	Cerna Anaya, Estefani	10/25/2024-11/22/2024
3.	Chaves, Israel	10/25/2024-11/22/2024
4.	Fenstermaker, Andrew	10/25/2024-11/22/2024
5.	Kuang, Akar	10/25/2024-11/22/2024
6.	Martinez, Paulina	10/25/2024-11/22/2024

CERTIFICATED CHANGES OF STATUS:

CLASSIFIED PERSONNEL – November 14, 2024

CLASSIFIED OFFERS OF EMPLOYMENT:

I.	**New Employee:**		
	1. Katti, Poornima	Paraeducator 9.5mo/Russo-McEntee	10/23/2024
II.	**Change of Status:**		
	1. Carlos, Lisabet	Autism Intervention Assistant/Special Education	09/23/2024
	2. Gavisiddaiah, Sunitha	Paraeducator Special Education I & Campus Parareducator/Sheppard	10/09/2024
	3. Gonzalez, Grisel G	School Administrative Assistant/Linda Vista	10/09/2024
	4. Lopez Acosta, Veronica	School Administrative Assistant/Renaissance I	11/12/2024
III.	**Retirement:**		
	1. Brasil, Eduarda	School Administrative Assistant/Renaissance I	11/12/2024
	2. Guerra Pacheco, Carlos	Maintenance Worker II/M.O.T	12/31/2024

14.07

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: November 1, 2024

Subject: **Resolution NO. 22 – 24/25 *AMENDED PAGE 1***
Approval of District's Annual Authorized Signatures
(Bank Deposits)

Staff Analysis: To update authorized signatures to carry out district business matters.

Recommendation: Staff recommends the Board of Trustees approve Resolution NO. 22-24/25 Annual Authorized Signatures (Bank Deposits).

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

To the Board of Trustees:

Recommend Approval

14.07
Agenda Placement

Meeting: November 14, 2024
Regular Board Meeting

Germán Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

RESOLUTION NO. 22 -24/25 (page 1 of 5 pages)
AMENDED PAGE

(Transmittal of Funds)

BE IT RESOLVED by the Board of Trustees' of the Alum Rock Union Elementary School District and hereby ordered that:

Any two of the following persons:

GERMÁN CERDA
SUPERINTENDENT

TERESA DECELLES
ASSISTANT SUPERINTENDENT
BUSINESS SERVICES

MICHAEL FOGEL
DIRECTOR
FISCAL SERVICES

MARIA BONILLA
ADMINISTRATOR
FISCAL SERVICES

be authorized to sign checks drawn on the General Fund Deposit accounts in the JPMorganChase and Wells Fargo Bank, San Jose Branches, for payment to Santa Clara County Controller's Office for the purpose of transmitting District funds.

_____
Germán Cerda
Superintendent

_____
Teresa DeCelles
Assistant Superintendent,
Business Services

_____
Michael Fogel
Director,
Fiscal Services

_____
Maria Bonilla
Administrator,
Fiscal Services

PASSED AND ADOPTED this 14th day of November 2024 by the Board of Trustees of the Alum Rock Union Elementary School District, County of Santa Clara, State of California, by the following vote:

AYES: NOES: ABSENT:

_____
Clerk of the Board

_____
Date

14.08

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: **November 14, 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

14.08
Agenda Placement

Meeting: November 14, 2024
Regular Board Meeting

German Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by:_____ Seconded by:_____

Approved: _____ Not Approved: _____ Tabled:_____

Alum Rock Union Elementary School District
November 14, 2024 Board Meeting

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

SCHOOL/ DEPARTMENT	DATE OF SERVICE	CONSULTANT NAME	COST	PURPOSE
Joseph George Middle School Jackie Montejano	11/15/2024-05/31/2025	International Association for Human Values	No Cost	SKY School SEL will provide a breathwork and yoga program to grades 6-8 at JGMS Funding: General
Lyndale Elementary Kasturi Basu	11/15/2024-06/30/2025	Community School of Music and Arts	$10,560.00	CSMA will provide visual art classes to all students in TK-5th Grade classrooms through a teaching artist. CSMA will develop the program's curriculum to meet the California Visual and Performing Arts standards and supply necessary materials for the program. Funding: Restricted
Lyndale Elementary Kasturi Basu	12/13/2024-12/31/2024	Santa Dale	No Cost	Santa Dale will be coming to the Special Ed classes for an hour and provide a truly memorable holiday-themed entertainment inspiring laughter and cheers among the Autism program students. Funding: General
San Antonio Elementary Iris Charest	11/15/2024-06/30/2025	The Town Project	$8,625.00	The Town Project will provide three leadership coaching sessions and three professional development training sessions for staff about Restorative Justice practices. Funding: Restricted
San Antonio Elementary Iris Charest	11/15/2024-06/30/2025	Voyager Sopris Learning	$4,400.00	Voyager Sopris Learning will provide Step Up to Writing onsite launch training, full day/6 hours (for up to 40 participants) Funding: Restricted

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

Academic Services Sandra Garcia	08/09/2024- 06/30/2025	Gateway Education Holding LLC Dba: Savvas Learning Company	No Cost	Contract Adjustment: CO 257650, Board Approved August 8, 2024. Original contract Amount: $10,350.00. Change language to reflect correct sessions of 3 in-person professional development for K-5 teachers to support enVision Mathematics core implementation of curricular resources provided with the license purchase. Funding: Restricted
Academic Services Sandra Garcia	11/15/2024- 06/30/2025	Hanover Research	$49,500.00	Handover Research will provide ARUSD a comprehensive external review of its Special Education programming to inform budget decisions and improve program effectiveness. They will also provide program evaluation, benchmarking, best practices and survey analysis to assist the Special Education program of supporting student learning, parent communication, and teacher training. Funding: Restricted
Academic Services Sandra Garcia	11/15/2024- 06/30/2025	Resource Area for Teaching (RAFT)	MASTER NTE $40,000.00/ Site	RAFT will provide additional services to expand STEAM and innovation at ARUSD sites as determined by all sites. Services may include professional development, community STEAM events, maker mobile visits, maker space builds and all associated materials and supplies. Not to Exceed $40,000.00 per site. Funding: General

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

M.O.T. Ed Villarreal	11/15/2024- 06/30/2025	Bay Alarm Company	$15,000.00	Bay Alarm company will provide installation services and miscellaneous repairs not covered under the service routine agreement. Funding: General
M.O.T. Ed Villarreal	07/01/2024- 06/30/2025	Bay Alarm Company	$82,572.72	Bay Alarm Company will provide security monitoring for all of district sites and district office. Funding: General
M.O.T. Ed Villarreal	11/15/2024- 06/30/2025	Orkin Pest Control	$11,979.00	Orkin Pest Control will fumigate the Family Resource Center (FRC) building located at Chavez elementary school and treating the surrounding exterior ground termites. Funding: Restricted
Special Education Anthony Colonna	11/15/2024- 06/30/2025	Mind by Design	$11,100.00	Mind by Design will conduct an Independent Psycho-educational Evaluation (IEE) along with a Speech and Language Evaluation per parent request. Funding: Restricted

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Joseph George Middle School (School/Dept.) VENDOR NO. _____

Submitted by: Jacqueline Montejano

☑ **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: International Association for Human Values

Address: 2401 15th St. N.W. City: Washington DC State: DC Zip: 20009

Phone: (202) 250-3405 Email Address: priya.mayur@iahv.org

SSN: _____ or Fed I.D. #: 52-2178069

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on 11/15, 2024, and will diligently perform as required and complete performance by 05/31, 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").

International Association for Human Values will provide a breathing and yoga program to grades 6-8 at Joseph George Middle School.

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

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

☑ b. **Other:** $ 0.00 (describe rate agreement) Internation Association for Human Values is self-funded.

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
010	0000	0	5815	00	1110	1000	000000	250	7221	$0	11/4/24

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

International Association for Human Values

International NGO in special consultative status with the Economic and Social Council of the United Nations

International Association for Human Values (IAHV) SKY Schools Program is an empirically validated and evidence-based SEL curriculum, serving youth (K-12) and adults. It is designed to be the most comprehensive socio-emotional well-being program available, integrating all of the evidence-based practices research shows leads to student well-being, emotional intelligence and social intelligence:

- Evidence-based breathwork & neural restorative practices (including yoga & meditation).
    - UCLA Research on SKY Schools (formerly called Youth Empowerment Seminar). "Effects of the Youth Empowerment Seminar on Impulsive Behavior in Adolescents" " (https://pubmed.ncbi.nlm.nih.gov/23601502/)
    - YALE Research on SKY Breathing, "To improve Students Mental Health,Yale Study Finds, Teach Them to Breathe" (https://news.yale.edu/2020/07/27/improve-students-mental-health-yale-study-finds-teach-them-breathe)
- SKY Schools is a Casel SEL-supportive program (https://pg.casel.org/sky-schools/)
- Emotional intelligence Training
- Social Connection & Belonging
- Self-Management Tools
- Positive Psychology
- Conflict Management

For more information, please feel free to reach us.

Priya Mayureshwar

SKY Schools Director, Bay Area CA

Priya.mayur@iahv.org 650-521-1343

In person SKY Schools sessions at JGMS 2024-25				
Grade Levels to be taught	**Number of classes or participants**	**Number of students**	**Number of meetings per class**	**Cost**
6-8	14 classes		5 sessions of 45-minutes per class	14*5*$100 = $7000
Total for site:	**14 classes**			**$7000**
Funding from grant				**$7000**
Total cost for JGMS				**$0.00**

What we need for in-person sessions:

(1) Room: Please assign a vacant room, no furniture in the room for the SKY Schools sessions

(2) School will provide yoga mats for the students

(3) A credentialed teacher or school staff must always be present in the room during SKY Schools delivery – classroom management and discipline is the class teacher's responsibility.

(4) Students must remove their shoes outside the SKY Schools classroom.

(5) Female students who wear skirts are requested to wear capris/leggings under their skirts.

Check Point Threat Prevention Document

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Lyndale School (School/Dept) VENDOR NO 021241

Submitted by: Kasturi Basu

☑ 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: Community School of Music and Arts (CSMA)

Address: 230 San Antonio Circle City: Mountain View State: CA Zip: 94040

Phone: (6550) 917.6800 x301 Email Address: amarcial@arts4all.org

SSN _____ or Fed I.D #: 23-7023900

Mutually agree and promise as follows:

2 **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on November 15, 2024, and will diligently perform as required and complete performance by June 30, 2025, unless this Agreement is terminated and/or otherwise cancelled prior to that time

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

CSMA will provide art classes to all students in TK- 5th grade classrooms through a teaching artist. CSMA will develop the Program's curriculum to meet the California Visual and Performing Arts Standards and supply necessary materials for the program.

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

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

☑ b **Other:** $ 10,560.00 (describe rate agreement) _____

5 **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS OFC Initials
060	3010	0	5815	00	1110	1000	000000	030	1190	$10,560.00	11/8/24

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

community school *of* music and arts

MEMORANDUM OF UNDERSTANDING

between

Lyndale Elementary School and the Community School of Music and Arts

This non-binding Memorandum of Understanding ("MOU") summarizes the principal terms that Lyndale Elementary School ("Lyndale") located at 13901 Nordyke Dr San Jose, Ca 95127 and **The Community School of Music and Arts** located at 230 San Antonio Circle, Mountain View, CA 94040 ("CSMA") have discussed to with respect to the Art4Schools Program ("Program") for the **2024-2025 school year.**

1. Program Description. CSMA will provide art classes as specified in the attached Addendum from Nov. 18, 2024 through June 2025.

2. Instructors. The students will receive an art curriculum presented by professional arts educators/teaching artists ("Instructors") selected and screened by CSMA. CSMA will ensure that all Instructors and CSMA employees who may have contact with Lyndale students will meet the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 and felony conviction status as that term is defined in Education Code section 45122.1. Instructors will also complete a Tuberculosis test assessment reviewed by a healthcare provider, and, if risk factors are identified, a TB test and examination performed by the provider.

3. Rescheduling of classes. If an Instructor is unavailable to teach a scheduled class and no substitute is available, the class will be made up at a later date within the school year. If Lyndale or a Classroom Teacher needs to cancel a class, they must provide at least 24 hours' notice to receive a make-up class. If Lyndale or a Classroom Teacher cancels a class with less than 24 hours' notice, no make-up class will be given. If, after all attempts have been made to make-up a class and no make-up time is found, there will be no refund for the missed class(es).

4. CSMA Responsibilities. In connection with the Program, CSMA will (a) develop the Program's curriculum to meet the California Visual and Performing Arts Standards; (b) supply the necessary materials for each class it conducts at school sites if the sharing of supplies is permitted by COVID-guidelines; (c) hire and pay the Instructors; and (d) perform any necessary project management tasks related to the program.

5. Lyndale Responsibilities. For any onsite classes, Lyndale will (a) provide facilities, including adequate space, working sinks, tables, chairs and secure storage; (b) participate with CSMA in the planning and implementation of the program; and (c) ensure classroom teacher is present in the room and shares responsibility for student behavior. In the event of online classes, the classroom teacher will set up the class, invite students and the CSMA Instructor to participate and remain present to end the meeting.

6. Insurance Coverage. CSMA agrees to maintain an insurance policy in the minimum amount of $2,000,000 to cover any negligent acts committed by CSMA or its Instructors while providing services to Lyndale and shall name Lyndale as an additional insured.

Doc ID: [illegible]

7. Non-Solicit. Lyndale agrees that during the Program and for twelve (12) months thereafter, Lyndale will not enter into any contract of employment agreement directly or indirectly with an Instructor related to arts and music instruction.

8. Limitation of Liability. Under no circumstances will either party be liable to the other party in connection with this MOU for any consequential, incidental, indirect, punitive, special, or reliance damages (or any loss of revenue or profits), however caused, whether for breach of contract, negligence or under any other legal theory, whether foreseeable or not and whether or not the other party has been advised of the possibility of such damages.

9. Governing Law. This MOU will be governed by California law without regard to conflicts of laws principles.

10. Entire Agreement; Amendment. This MOU sets forth the entire agreement between the parties with respect to the subject matter hereof and may only be amended in writing signed by both parties.

11. Assignment. Neither party may assign this MOU or any right, interest or benefit under this MOU without the prior written consent of the other party. Notwithstanding the foregoing, either party may assign this MOU without the other party's consent to any person or entity that acquires or succeeds to all or substantially all of such party's business or assets.

12. Termination of MOU. Except with respect to Sections 7-12, either party may terminate this MOU at any time upon written notice to the other party, and the parties will have no further obligations hereunder unless and until a definitive agreement is signed.

13. Non-Binding. Except for this Section 12, this MOU is a statement of the parties' present intentions only, and is not legally binding upon either Lyndale or CSMA, with no agreement being created by estoppel, reliance or otherwise. Neither party will have any obligation to negotiate a definitive agreement regardless of the existence of this MOU.

14. Confidentiality Clause. CSMA and all of CSMA's program employees and Instructors will maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality will extend beyond the termination of this Agreement.

IN WITNESS WHEREOF, as of the Effective Date, an authorized representative of each party has duly executed this MOU. The Effective Date will be the latter of the two signatures below.

Adriana Marcial

Adriana Marcial
Executive Director, CSMA

09 / 27 / 2024
Date

ARUSD Representative

Superintendent German Cerda
Printed Name

Date

Accounts Payable
Person to receive invoice

accounts.payable@arusd.org
Email

MEMORANDUM OF UNDERSTANDING: **ADDENDUM A**

Lyndale Art4Schools Program Cost

Lyndale Elementary School
Grades TK-5 & SDC
2024/2025 School Year

Art4Schools	Sessions	Classrooms	Per Session	Per Classroom	Cost
Grade: TK-K	16	4	$60	$960	$3,840
Grade: 1-5,	16	8	$115	$1,840	$14,720
Total for Art Program cost (no art show)					**$18,560**

Subsidy	
CSMA Subsidy Grant	**(-$8,000)**
***TOTAL COST**	**$10,560**

For these services, Lyndale Elementary School will make payments to the Community School of Music and Arts.

Nov 18, 2024 $5,280

Jan 15, 2025 $5,280

Doc ID: 3154e587caeb0342992faf8ad5e986fe7568405f5244

Additional Program Information

I. Additional Information for Art4Schools Program

- **TK-K, & SDC** class sessions are 30 minutes long
- **1-5TH** classes sessions are 45-60 minutes long
- **School has requested no art show**
- **Classes meet weekly**

II. Program Adaptation to School or Classroom Closures

- In the event of a school or classroom closure, CSMA will deliver flexible lesson units that may be delivered online or by pre-recording.
- The school or classroom teacher will work directly with the CSMA program managers to schedule virtual or pre-recorded sessions.

Check Point Threat Extraction secured this document Get Original

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Lyndale Elementary (School/Dept.) VENDOR NO. _____

Submitted by: Kasturi Basu

☑ **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: Dale Dimas- "Santa Dale"

Address: 3448 Sagewood Ln City: San Jose State: CA Zip: 95132

Phone: (408) 263-5967 Email Address: santadaled@gmail.com

SSN: 568-17-2300 or Fed I.D. #: _____

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on December 13, 2024, and will diligently perform as required and complete performance by ~~December 13,~~ _____, 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").

Santa Dale will be coming to the Special Ed classes for an hour and provide a truly memorable holiday-themed entertainment inspiring laughter and cheers among the Autism program students.

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

☑ a. **Fee Rate:** $0 per hour/day of service as may be requested by ARUESD, not to exceed a maximum of _____ hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.

☑ b. **Other:** $0 (describe rate agreement) Free

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
010	0000	0	5815	00	1110	1000	000000	030	7221	0	11/5/24

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING



Santa DaleD
Engagement Proposal

Date/Time: Friday, December 13th, 2024. 10:00 AM to 11:30 AM

Location: Lyndale Elementary School 13901 Nordyke Dr, San Jose, CA 95127

Description of Services being provided:

For many families, meeting Santa is a time-honored tradition to look forward to each December. It can be complicated to explain the story of Santa to children, then convince them to sit on the lap of someone they have never before met. The confusion can be amplified when introducing the concept of Santa to children with autism spectrum disorder (ASD)

Santa will be the culminating event. By bringing Santa to a familiar and comfortable place it will diminish the challenges that many parents face. Santa will provide a truly memorable holiday-themed entertainment, inspiring laughter and cheer among the three classes (PREK, TK and K), around 30 children in the Lyndale Autism Program. The children will be able to meet with Santa, up close and personal. He will take a picture and give each child a present. The goal of this event is to help the children and parents experience joy this holiday season with Santa. This will be a sensory-friendly holiday event. The children will have adequate time with Santa while avoiding the added stress that comes with waiting in a long line at the mall.

Recommendation:
Staff recommends the Board of Trustees approve the contract with Santa for the culminating event on Friday, December 13, 2024. Total cost of this contract is $0.

Santa DaleD SantaDaleD@gmail.com 669-308-8633

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: SAN ANTONIO ELEMENTARY SCHOOL (School/Dept.) VENDOR NO. _____

Submitted by: MRS. IRIS CHAREST

☑ 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: THE TOWN PROJECT

Address: PO BOX 29422 City: OAKLAND State: CA Zip: 94604

Phone: ( ) 415-570-8309 Email Address: sherry@thetownproject.org

SSN: NA or Fed I.D. #: 85-3506346

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on November 15, 2024, and will diligently perform as required and complete performance by JUNE 30, 2025, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

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

THE TOWN PROJECT WILL PROVIDE 3 PROFESSIONAL TRAINING SESSIONS FOR TEACHERS IN GRADES TK-5TH (UP TO 20 PARTICIPANTS) AND 3 COACHING SESSIONS FOR PRINCIPAL. THEY WILL PROVIDE TEACHERS COACHING SERVICES ON RESTORATIVE JUSTICE PRACTICES.

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:** $8,625.00 (describe rate agreement) 3 TRAINING SESSIONS (FOR UP TO 20 TEACHERS) AND 3 COACHING SESSIONS FOR PRINCIPAL

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
060	3182	0	5815	00	1110	1000	000000	240	3182	$8,625.00	11/5/24
											11/6/24

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING



The Town Project

Engagement Letter

1. Parties:

This Engagement Letter (this "Letter") is made and entered into between **San Antonio Elementary School ("Client")** and **The Town Project (TTP)**, whose address is PO Box 29422, Oakland, CA 94604.

2. Purpose:

The purpose of this Letter Is to establish the terms of the training and workshop services to be provided by **The Town Project** for **San Antonio Elementary School.**

3. Description of the Services to be Provided:

Services	Price
Leadership Support 3 1.5 hour Tier 2 Leadership Coaching Sessions w/ Principal	$250 x 4.5 hours= $1125
Staff Support 3 Two hour Staff Training: Tier 2 Up to 20 staff Fall, Winter, Spring 2024-25 In-Person	3 sessions x $2200= $6600
Travel Fees	$300 x 3= $900
Total	$ 8,625

4. Scope of Engagement:

The parties agree that this Letter is effective only for the project specified above.

5. Rights to Training Materials:

The parties agree that TTP owns and retains all rights and licenses to training and facilitation materials and content provided by TTP. Training Materials are licensed to Trainee for Trainee's internal use and may not be modified, copied or reproduced, in whole or in part, without the express written permission of TTP.

6. Payment:

Client agrees to pay TTP the total non-refundable payment of **$8,625** to include assessment, design, and planning as well as the services stated above. TTP will invoice:

$4,312.50 on December 15, 2024

$4,312.50 on February 14, 2025

7. Cancellation:

a. TTP reserves the right to cancel the facilitation with fourteen days written notice. TTP and Trainee will mutually agree on a rescheduled date and time for the training.

b. Either party may cancel or postpone the training due to emergency, as determined by TTP. TTP and Trainee will mutually agree on a rescheduled date and time for the training.

c.Client may terminate Training at any time, provided however, Client's refund (or amount still due, as applicable) will be determined as follows::

i) 28 days before the first training, the fee will be refunded minus a $50 processing fee

ii) 14-27 days before the first training, 60% of fee will be refunded

iii) 2 weeks (1-13 days) before the first training, 50% of the fee will refunded

8. Service Delivery: Scheduling and Responsibility for Service Delivery

The client shall be responsible for responding to all requests to schedule service delivery, including professional development trainings, coaching clinics and coaching sessions. The client must respond to scheduling requests within 10 business days of receiving the request. If the client fails to respond to scheduling requests within the specified timeframe, it shall forfeit the right to the unscheduled services. In the event of forfeiture due to non-response, the client will not be reimbursed or credited for the value of the forfeited services.

9. Use of Client Feedback

The client agrees to provide feedback through evaluations upon completion of services. The client acknowledges and agrees that their feedback may be used by the Town Project as endorsements in promotional materials, reports, and other publications. The client has the right to opt-out of having their feedback used for endorsements by notifying the Town Project in writing at any time.

10. TTP Mailing List/Website/ Use of Training Photos:

TTP maintains a mailing list of current clients so that we can easily inform you of upcoming trainings and events and the release of relevant resources and materials. It is our practice to automatically add a new client to our mailing list unless the client specifically requests not to be added.

The Town Project reserves the right to take photographs during training sessions provided to the client. The client agrees that the Town Project may use these photographs on its website, in promotional materials, and in other publications. The client and individual participants have the right to opt-out of having their photos used by notifying the Town Project in writing at any time.

11. Client List

Client agrees that TTP may identify them as a client of TTP and utilize Client's name and logo to that effect in promotional materials and TTP's website.

12. This Letter is governed by and construed in accordance with the laws of the state of California (excluding its conflicts of laws provisions). Nothing in this Letter is intended to confer any benefit, right, or remedy upon any person other than the parties to this Letter. If any provision of this Letter is found to be unenforceable, that provision will be severed, and the remainder of this Letter will continue in full force and effect. Any term of this Letter may be amended or waived only with the written consent of the parties. Neither party may assign, delegate, or otherwise transfer its rights under this Letter without the prior written consent of the other party, except that TTP may assign this Letter to its successors. This Letter constitutes the entire agreement between the parties with respect to this subject matter of this Letter. This Letter may be executed in separate counterparts, which may be delivered via electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000 or other applicable US law), or other transmission method and any counterpart so delivered shall be binding and effective for all purposes. All notices shall be sent to the address identified below with a copy to email. Notices are considered received 5 days after mailing.

The Parties to this Letter have caused their duly authorized representatives to execute and bind the Parties below.

Iris Charest
Principal, San Antonio Elementary School

Date



November 8, 2024

Dr. Sherry Congrave Wilson
Executive Director, The Town Project

Date

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: SAN ANTONIO ELEMENTARY SCHOOL (School/Dept.) VENDOR NO. _____

Submitted by: MRS. IRIS CHAREST

☑ Independent Contract ☐ MOU

☐ Master Contract

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

Name of Individual/Company: LEXIA VOYAGER SOPRIS INC.

Address: 17855 DALLAS PARKWAY, SUITE400 City: DALLAS State: TX Zip: 75287

Phone: ( ) 800-547-6747 Email Address: contracts@lexialearning.com

SSN: NA or Fed I.D. #: 84-0770709

Mutually agree and promise as follows

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on November 15, 2024, and will diligently perform as required and complete performance by JUNE 30, 2025, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

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

LEXIA VOYAGER SOPRIS INC WILL PROVIDE STEP UP TO WRITING TRAINING (TBD) FOR TEACHERS (UP TO 40 PARTICIPANTS) IN GRADES TK-5TH. THEY WILL PROVIDE ONLINEB PRODUCTS AS WELL AS HARD COPIES OF MATERIALS.

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:** $4,400.00 (describe rate agreement) FULL DAY/6 HOURS (FOR UP TO 40 PARTICIPANTS)

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
060	3182	0	5815	00	1110	1000	000000	240	3182	$4,400.00	11/4/24
											11/5/24

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

VOYAGER SOPRIS LEARNING®

Description of services

The six-hour initial Step Up to Writing professional learning session is conducted by a nationally-certified Professional

Learning Facilitator.

By the end of training, participants will be able to:

1. Explore the breadth of the Step Up to Writing comprehensive writing curriculum

2. Review how Step Up to Writing is aligned to ELA high-stakes standards

3. Examine the Step Up to Writing assessment model, and learn how to administer and score the

various assessments to gauge student performance

4. Explore an implementation plan that integrates Step Up to Writing instruction as a part of the daily

instructional routine

5. Navigate the Step Up to Writing platform to access resources, support videos, and tools to support

daily writing instruction

Cost- *$4400*

Duration of job (term)- *6 hours on 1 day, delivered within 365 days of purchase*

Terms & conditions

All Voyager Sopris subscriptions, products and/or services are offered subject to Voyager Sopris' standard license and terms of use (the "License Terms"), available at: https://www.voyagersopris.com/terms-conditions , as supplemented by this quote, and Voyager Sopris' [K-12 processing]. By placing an order, customer confirms its acceptance of the License Terms and this quote, which together with any previously awarded proposal and/or any other associated agreement entered into by Voyager Sopris and customer regarding the subscriptions, products and services in this quote, constitute the entire agreement between customer and Voyager Sopris regarding

such subscriptions, products, and services (the "Agreement"), and its authorization to Voyager Sopris' K-12 processing as described. Customer and Voyager Sopris agree that the terms and conditions of the Agreement supersede any additional or inconsistent terms or provision in any customer drafted purchase order, or any communications, whether written or oral, between customer and Voyager Sopris relating to the subject matter hereof, which shall be of no effect. In the event of any conflict, the terms of the Agreement shall govern. Third Party Subprocessors information available at: https://www.voyagersopris.com/subprocessors

Docusign Envelope ID: 6FAE18A2-3C55-474B-B2D6-7E061E12A720

Step Up to Writing®

*Lexia Voyager Sopris Inc.
Attn: Order Entry Department
17855 Dallas Pkwy, Suite 400
Dallas, Texas 75287
Phone: (800) 547-6747
Fax: (888) 819-7767
Email: CustomerService@voyagersopris.com

Quote Number	00160751
Created Date	9/10/2024
Expiration Date	11/30/2024

Quote To	Iris Charest
Phone	4089288700
Email	iris.charest@arusd.org

Bill To Name	Alum Rock Union Sch District
Bill To	2930 Gay Ave San Jose, CA 95127 US
Ship To Name	Alum Rock Union Sch District
Ship To	2930 Gay Ave San Jose, CA 95127 US

Sales Executive

Sarah Durlak

214-932-9367

sarah.durlak@voyagersopris.com

Description	Product Code	Quantity	Sales Price	Total Price
Step Up to Writing Onsite Launch Training, Full Day/6 hours (for up to 40 Participants)	392606	1.00	$4,400.00	$4,400.00

Total Price	$4,400.00
S&H	$0.00
Estimated Tax	$0.00
Total Due	$4,400.00

Comments

***As of January 13, 2022, Voyager Sopris Learning, Inc. (Tax ID # 84-0770709), changed its name to Lexia Voyager Sopris Inc. As such, all business, all contracts, and documentation associated with this quote shall be executed under the Lexia Voyager Sopris Inc. name. (Same Tax ID # 84-0770709).**

**Prices included herein are exclusive of all applicable taxes, including sales tax, VAT or other duties or levies imposed by any federal, state or local authority, which are the responsibility of customer. Any taxes shown are estimates for informational purposes only. Customer will provide documentation in support of tax-exempt status upon request. Pricing is valid for 60 days unless otherwise specified on this quote. Unless otherwise provided herein, Voyager Sopris will invoice the total fees set forth above upon receipt of customer's PO/acceptance. Payment is due net 30 days of invoice.

Docusign Envelope ID: 6FAE18A2-3C55-474B-B2D6-7E061E12A720

- Additional Support Services purchased separately from subscription licenses/packages (e.g., webinars or additional onsite and/or virtual training hours) must be used within 12 months from the received date of the PO acceptance of the applicable quote.
- A customer-designated account administrator contact name and email address are required for all subscriptions and service orders.

Order Term

This order quote and the associated confirming purchase order or other customer confirmation of this quote serve as an agreement for this order which becomes effective upon its acceptance by both parties. Unless otherwise agreed by Voyager Sopris and customer in writing, the licenses, products, and/or services purchased pursuant to this quote will begin on or about the start date and continue in effect for the period set forth in this quote. Unless otherwise set forth in this quote or agreed to by Voyager Sopris and customer in writing: all subscription licenses under the order shall have the same start and end dates; all subscription products and services are deemed delivered upon provisioning of license availability; and all subscription licenses and associated services must be used within the subscription or service period specified herein - unused subscription licenses or services are not eligible for refund or credit. On-site training may be fulfilled with a virtual training equivalency, as needed, of up to six instructional hours per day.

Order Process

To submit an order, please fax this quote along with the applicable Purchase Order to 888-819-7767, send by email to customerservice@voyagersopris.com, or send to your sales representative's email address listed above. NOTE: Each Purchase Order must include the correct quote order number as provided on this quote, and should attach this quote.

Order Acceptance

All Voyager Sopris subscriptions, products and/or services are offered subject to Voyager Sopris' standard license and terms of use (the "License Terms"), available at: https://www.voyagersopris.com/terms-conditions, as supplemented by this quote, and Voyager Sopris' [K-12 processing]. By placing an order, customer confirms its acceptance of the License Terms and this quote, which together with any previously awarded proposal and/or any other associated agreement entered into by Voyager Sopris and customer regarding the subscriptions, products and services in this quote, constitute the entire agreement between customer and Voyager Sopris regarding such subscriptions, products, and services (the "Agreement"), and its authorization to Voyager Sopris' K-12 processing as described. Customer and Voyager Sopris agree that the terms and conditions of the Agreement supersede any additional or inconsistent terms or provision in any customer drafted purchase order, or any communications, whether written or oral, between customer and Voyager Sopris relating to the subject matter hereof, which shall be of no effect. In the event of any conflict, the terms of the Agreement shall govern. Third Party Subprocessors information available at: https://www.voyagersopris.com/subprocessors.

Return Policy

If, for any reason, you wish to return the products you purchased, you must return them within 30 days of receipt for a full credit or refund. Returned products must be complete, with all components included with the product as originally purchased returned together and must be in salable condition. Note that if a product to be returned included any online access to subscription licenses or online resources or downloadable components, your return of the product means that you will no longer have the rights to use or access the online components, and you understand and agree that we may suspend and/or fully disable further access. To ensure proper credit or refund, please call Customer Service at 800.547.6747 for an authorization number and procedures before returning an item. Products returned after 30 days will be subject to a 15% restocking fee. Products cannot be returned after 90 days from the date of shipment. Kits, Classroom Sets, etc., must be returned in their entirety. We cannot switch components or issue partial credits. If you find an error on your packing slip, or if your order was filled incorrectly, please notify Customer Service within 10 business days of receipt.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

OCT 17 12:54 PM
ACADEMIC SERVICE

PURCHASE ORDER / CONTRACT CHANGE ORDER (POCO)

P.O. No. _____ Contract No. 257650

Original P.O Amount $_____ Contract Original Amount $10,350.00

Vendor Name: Gateway Education Holding LLC Vendor No. 300389

Please check:

_____ Cancel P.O. / Contract
✔ Change Item No.: 1
_____ Increase Amount Line Item No.: _____
_____ Decrease Amount Line Item No.: _____
_____ Add Line No.: _____
_____ Delete Line No.: _____
_____ Add/Change object code to: _____
_____ Add Freight: $_____
_____ Add Tax: _____%
_____ Disencumber
_____ Add/Change Prog. No. to: _____
_____ Other _____

CONTRACTS ONLY

Change Orders:

Contracts Original Amount	$10,350.00
Change Order #: 1	$0
Change Order #: _____	$_____
Change Order #: _____	$_____
New Contract Total (including Change Orders)	$10,350.00

Line #	FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SUB-OBJ 00	GOAL XXXX	FCTN XXXX	COST-CNTR XXXXXX	LOC XXX	PROG XXXX	$AMOUNT	BUS OFC
1	060	6266	0	5815	00	1110	1000	030200	305	7395	$10,350.00	

10/17/24

Reason for Adjustment:
Change language to reflect the correct amount of sessions. Language should be as follows:

Savvas Learning Company LLC will provide 3 in-person professional development sessions for K-5 teachers to support enVision Mathematics core implementation of curriculuar resources provided with the license purchase.

School/Dept.: Academic Services Requested by: Andrea Gonzalez

Approval: _____ Assistant Superintendent of Business Services

(for Contracts Only)

_____ Director/Program Manager

_____ Procurement Manager

Date Requested: 10/9/2024 Date Entered: _____ Entered By: _____

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

SAVVAS

Ms. Tara Bickford
Admin
Alum Rock Elem School District
2930 Gay Ave
San Jose, CA 95127-2398
United States

Quote Number: 276903-1
Quote Creation Date: 06-27-2024
Quote Expiration Date: 09-30-2024

Quote Release: 1

Alum Rock ESD_enVision '20_Program Activation + Implementation Essentials PD_'24

Price Quote Summary

Solution	Base Amount	Total
enVisionMATH® for Professional	$ 10,350.00	$ 10,350.00
Solution Subtotal	**$ 10,350.00**	**$ 10,350.00**
Shipping & Handling		**$ 0.00**
Total		**$ 10,350.00**

Price Quote Detail

ISBN	Description	Price	Charged Qty	Total Charged
enVisionMATH® for Professional Development				
enVision Mathematics Common Core Professional Development©2020 - Implementation Essentials				
0000000124091	ENVISION MATHEMATICS COMMON CORE GRADES K-5 2020 IMPLEMENTATION ESSENTIALS	3450.00	2	$6,900.00
	enVision Mathematics Common Core Professional Development©2020 - Implementation Essentials Subtotal			**$ 6,900.00**
enVision Mathematics Common Core Professional Development©2020 - Program Activation				
0000000124111	ENVISION MATHEMATICS COMMON CORE GRADES K-5 2020 PROGRAM ACTIVATION	3450.00	1	$3,450.00
	enVision Mathematics Common Core Professional Development©2020 - Program Activation Subtotal			**$ 3,450.00**
	enVisionMATH® for Professional Development Subtotal			**$ 10,350.00**

ISBN	Description	Price	Charged Qty	Total Charged
	Solution Subtotal			**$ 10,350.00**
		Shipping and Handling		**$ 0.00**
			Total	**$ 10,350.00**

Purchase Order

No. CO 257650

MERCHANDISE MUST SHOW THIS NUMBER ON INVOICES, PACKAGES AND CORRESPONDENCE.

Alum Rock Union School District

2930 Gay Ave, San Jose, CA 95127-2398
Accts Payable: 408-928-6852
Purchasing: 408-928-6838

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

VENDOR: 300389
Phone: (800)848-9500
Fax: (877)260-2530
Email: k12customerservice@savvas.com

TO: GATEWAY EDUCATION HOLDING LLC
DBA: SAVVAS LEARNING COMPANY
15 EAST MIDLAND AVE, SUITE 502
PARAMUS NJ 07652

PO DATE	SUBMITTED BY		SITE NAME		REQ. NO.
08/16/2024	MINH TANG		ACADEMIC SERVICES		250894
TERMS	AUGUST24 FIRMS	FOB	TARA BICKFORD	DELIVERY DATE	

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	STORES #
			PLEASE ENTER OUR ORDER FOR THE FOLLOWING			
01	1		***** SERVICE CONTRACT ***** SAVVAS LEARNING COMPANY LLC WILL PROVIDE 4 IN-PERSON PROFESSIONAL DEVELOPMENT SESSIONS FOR K-5 TEACHERS TO SUPPORT ENVISION MATHEMATICS CORE IMPLEMENTATION OF CURRICULAR RESOURCES PROVIDED WITH THE LICENSE PURCHASE. TERMS: 08/09/2024 - 06/30/2025 BOARD APPROVED AUGUST 8, 2024	10,350.00	10,350.00	000000
				Sub Total	10,350.00	
				Tax	0.00	
				Shipping & Handling	0.00	
				PO Total	10,350.00	

PO VENDOR INSTRUCTIONS

1. Invoices should be sent to Alum Rock District at the address show above.
2. Above purchase order number must appear on all invoices and packing slips.
3. NOTE: District will not honor any commitment made without a purchase order.
4. This purchase order can't be processed for payment until all articles are delivered, unless written permission is obtained.
5. The total amount of the purchase including tax and shipping c harges shall not exceed the amount shown by more than 10% unless written permission is obtained from purchasing dept.
6. Make no substitutions unless specifically authorized in writing.
7. All articles must conform to all CAL-OSHA safety codes. Send all MSDS reports with orders.
8. No backorders.

By _____
AUTHORIZED SIGNATURE

VENDOR COPY

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Hanover Research (School/Dept.) VENDOR NO. _____

Submitted by: Asst. Superintendent Sandra Garcia

☑ **Independent Contract** ☐ **MOU**

☐ Master Contract

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

Name of Individual/Company: Hanover Research

Address: 4401 Wilson Blvd., 4th Floor City: Arlington State: VA Zip: 22203

Phone: (202) 559-0500 Email Address: sphillips@hanoverresearch.com

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on November 15, 2024, and will diligently perform as required and complete performance by June 30, 2025, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

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

Handover Research will provide ARUSD a comprehensive external review of its Special Education programming to inform budget decisions and improve program effectiveness. They will also provide program evaluation, benchmarking, best practices and survey analysis to assist the Special Education program of supporting student learning, parent communication, and teacher training.

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:** $49,500.00 (describe rate agreement) _____

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
080	6500	0	5815	00	5750	1120	000000	380	1820	$49,500.00	11/5/24
											11/5/24

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

Overview

Why our business model and approach is cost-effective and unique.

HANOVER RESEARCH

- ✓ Supported over **700 different districts** and more than **25 million students**
- ✓ Over **10,000 research studies** completed across the P-20 continuum

MEMBERSHIP BENEFITS

- ✓ **Custom and proprietary** research based on your unique on-going needs and special initiatives
- ✓ **Flexible subscription** model that can execute on a pre-planned agenda, or execute specific projects as and when needs arise
- ✓ **Specialized expertise** that can serve a wide variety of use cases
- ✓ **On-demand access** to redacted reports, practitioner toolkits, data tools, recorded webinars, and more through the Hanover Digital Portal
- ✓ **Networking opportunities** to interact with other district leaders
- ✓ **Fixed-fee** for annual, ongoing support is simple and affordable



What We Heard @ ARUSD

A summary of what issues the district is facing and how you are thinking about your goals and priorities.

Context

Alum Rock Union School District is facing challenges with its **special education** programming, particularly as costs have risen significantly in recent years. This spending increase poses an unsustainable financial strain, and the district is needing to identify ways to mitigate costs without compromising student services.

The district is seeking a comprehensive external review of its special education programming to inform budget decisions and improve program effectiveness.

Goals / Priorities

- Create a data-driven framework for asses implementation, impact, and effectivene special education efforts
- Engage in a comprehensive evaluation of education programming to pinpoint cost- strategies and guide improvement planni
- Establish a cohesive district support syst consistent implementation across schoo
- Strengthen SST and MTSS processes and better support students in Tier 1 and Tier
- Conduct an in-depth spending analysis t budget decisions and optimize resource a

Research Summary

A customized overview of potential research projects based on our conversations to date.

PROJECT NAME	PROJECT DESCRIPTION
Special Education Audit Framework	A custom evaluation plan with proposed methodologies and project sequence recommendations based on the district's priorities and challenges. Hanover will develop a Theory of Change and Logic Model as baseline work to evaluate the impact of current efforts, zero in on cost mitigation strategies, and identify practices that maximize student outcomes.
Fidelity of Implementation Survey – Special Education	Custom design, administration, and analysis of a staff survey tool to identify differences, if any, in how special education programming and MTSS practices are implemented across school buildings. The analysis will provide insight into staff understanding of special education best practices, the IEP identification process, and professional learning needs.
Program Cost Analysis	A thorough examination of the financial aspects of the district's special education programming. This will assess expenditure patterns and resource allocation, providing a clear understanding of program costs to aid in strategic budget planning.
Special Education Data Analysis & Dashboard	Comprehensive quantitative review of student academic and behavioral outcomes to identify trends and achievement gaps, with a focus on students with IEPs. Data can be used to analyze differences in outcomes and services across grade levels, practitioners, and/or building sites. Goal will be to determine the extent to which special education programming meets specified expectations to support data-driven decisions for more efficient resource allocation. Establishes a data tracking method to monitor student progress over time with the ability for longitudinal analysis.
Special Education Peer Benchmarking Study	This report will provide evidence-based strategies from peer and exemplar districts, identifying the special education delivery models, staffing ratios, resource allocation, and identification processes that maximize student access and outcomes.

PROJECT NAME	PROJECT DESCRIPTION
Staff In-Depth Interviews: MTSS Implementation	Dig deeper into the context underlying the survey data by gathering qualitative insights from staff regarding self-efficacy, understanding, and ability to practice MTSS standards and intervention practices.
Parent SPED Survey	Custom design, administration, and analysis of a survey intended to capture parent and guardian insights and perceptions of special education at the district. The analysis will identify strengths and areas for growth and help ensure that the district's programming is effectively meeting the needs of students and families.
Best Practices in Tier 1 & Tier 2 Instruction	A best practices secondary research report on Tier 1 and Tier 2 instruction involves a thorough review and analysis of existing literature, studies, and data on effective teaching strategies for these instructional tiers. The report aims to consolidate findings from various sources to identify proven methods that enhance learning in general classroom settings (Tier 1) and provide additional support for students who need more targeted interventions (Tier 2).
Capstone Report	A synthesis of findings across each individual project in this sequence to identify key themes and next steps. Capstones can be formatted as either a report for internal audiences or a presentation or infographic for sharing out results with larger community.
Communication Documents	Hanover can synthesize data and research into collateral and used for multiple purposes including board meetings, marketing materials, community awareness. Examples include Capstone Reports, Infographics, Long Form Reports, PowerPoint presentations.

Sample Timeline – Custom Membership

This sample membership illustrates how a district can utilize Hanover's Custom Membership across a year

PROJECTS

SPECIAL EDUCATION AUDIT FRAMEWORK

FIDELITY OF IMPLEMENTATION SURVEY – SPECIAL EDUCATION

PROGRAM COST ANALYSIS

SPECIAL EDUCATION DATA ANALYSIS & DASHBOARD

SPECIA BENCH



Projects range from 6-12 weeks, depending on scope
Multiple methodologies are available– surveys, data analysis, benchmarking, best practices, etc.
Different delivery formats are available – Presentations (.pptx), PowerBI dashboards, raw data (.xcl), infographics, etc.

MONTH 1



ON-DEMAND RESOURCES

Research Library:
Guide for Developing a Professional Learning Plan
Benchmarking Pre-K Programs
Staff Well-Being Checklist
AI Best Practices: Future-Proof Framework
Step-by-Step Guide to Program Evaluations

Data Lab:
School Climate Dashboard
Diversity, Equity, and Inclusion Dashboard
Student Outcomes Benchmarking
Peer Generator Dashboard

Benchmark Surveys:
Climate
Social-Emotional Learning
PD Needs Assessment
DEI & Belonging

W
Superinter
Trends in
DEI in Te

Sample Timeline – Advisory Membership

This sample membership illustrates how a district can utilize Hanover's Advisory Membership across a yea

PROJECTS

SPECIAL EDUCATION AUDIT FRAMEWORK

FIDELITY OF IMPLEMENTATION SURVEY – SPECIAL EDUCATION

PROGRAM COST ANALYSIS

SPECIAL EDUCATION DATA ANALYSIS & DASHBOARD

SPECIA BENCH



Projects range from 6-12 weeks, depending on scope
Multiple methodologies are available– surveys, data analysis, benchmarking, best practices, etc.
Different delivery formats are available – Presentations (.pptx), PowerBI dashboards, raw data (.xcl), infographics, etc.

ADVISORY SERVICES

Onsite and/or virtual workshops and consultation sessions
Guided support and custom-built resources
Build the district's internal capacity for program evaluation, data literacy, and/or action planning

MONTH 1

ON-DEMAND RESOURCES

Research Library:
Step-by-Step Guide to Program Evaluations
Benchmarking Pre-K Programs
Student Well-Being Checklist
AI Best Practices: Future-Proof Framework
Guide for Developing a Professional Learning Plan

Data Lab:
School Climate Dashboard
Diversity, Equity, and Inclusion Dashboard
Student Outcomes Benchmarking
Peer Generator Dashboard

Benchmark Surveys:
Climate
Social-Emotional Learning
PD Needs Assessment
DEI & Belonging

W
Superinter
Trends in
DEI in Te

Membership Options

Different ways to engage with Hanover's model and resources based on your needs and budget.

Custom Membership

- **4-6 customized research projects per year, completed sequentially**
- **Assigned research and account team for on-call consultations**
- **Unlimited access to Hanover Digital**
  - 1,500+ research briefs, resources, and implementation tools on K12 topics
  - Data Lab access to benchmark via Hanover's proprietary dashboards
  - Up to 25 users
  - Weekly syndicated emails
  - Monthly webinars on trending issues

Annual fee - $53,500*

** Hanover is happy to reduce ARUSD's membership fee from $53,500 to **$49,500** for an agreement executed no later than Friday, October 18, 2024.*

Advisory Membership

- **4-6 customized research projects per year, com**
- **Assigned research and account team for on-call**
- **15 hours of Advisory services**, in the form of rese and hands-on consultations sessions led by a Sen
  - **Guided support and custom resources** de the district's internal capacity for areas suc evaluation, data literacy, and action plannir
- **Unlimited access to Hanover Digital** for up to 50
  - 1,500+ research briefs, resources, and impl K12 topics
  - Data Lab access to benchmark via Hanover dashboards
  - Weekly syndicated emails
  - Monthly webinars on trending issues

Annual fee - $93,500

Hanover Research

Services Agreement

4401 Wilson Blvd, 4th Floor, Arlington VA 22203
Phone: (202) 559-0057 Fax: (202) 204-5802

Order Form Information			
Date	10/9/2024	Valid Until	11/15/2024
Quotation #	Q-09343	Prepared By	Jason Brotkin

Bill-to Information		Contact Information	
Customer Name	Alum Rock Union Elementary School District	Contact Name and Email	Sandra Garcia sandra.garcia@arusd.org
Billing Contact Name and Email	Sandra Garcia sandra.garcia@arusd.org	Address	2930 Gay Ave., San Jose, CA 95127

Quantity	Description	Attributes	Start Date	End Date	List Total	Discount	Discounted Price
1.00	Custom Research Queue with HR Digital		11/18/2024	11/17/2025	$53,500.00	$4,000.00	$49,500.00
	If you have any questions concerning this quotation, please contact: **Jason Brotkin** jbrotkin@hanoverresearch.com **202-400-2502**						$49,500.00
	Thank you for your business!						

Invoicing Schedule	
Payment Due Date	Amount
12/17/2024	$49,500.00

STANDARD TERMS & CONDITIONS:

1. This order form is made effective this day and shall remain valid until **11/15/2024** after which, if not accepted by the Client by signature below, it shall become null and void.
2. All prices are in US dollars.
3. Prices do not include taxes. Client shall be responsible for any applicable taxes. Please forward tax-exempt certificate for new Clients, as appropriate.
4. Failure to pay promptly will result in project postponement or suspension of service.
5. Client understands and agrees that there may from time to time be incidental costs not included in the Service Fee set forth above ("Additional Services"). Such Additional Services may include purchased database access, panel costs, survey incentives, translation costs, infographic development costs, postage/printing for mass mailings, etc. With prior written approval, Client agrees to pay for all such Additional Services to either Hanover or directly to such third-party vendor if requested. If Additional Services are estimated to cost exceed $10,000, Client shall either (1) contract directly with the third-party vendor(s) for such Additional

Services, or (2) execute an additional order form stating the estimated fees and pre-pay to Hanover Research such estimated fees for the Additional Services prior to the project kick-off.

SIGNATURE:

Does Customer require a Purchase Order (PO)?

If Yes, please provide PO#:

This Order Form between The Hanover Research Council LLC ("Hanover Research") and **Alum Rock Union Elementary School District** hereby incorporates by reference the following terms and conditions ("Client Services Terms – K12") that are available for review by Client online at: (http://www.hanoverresearch.com/client-services-terms-conditions-K12/) (collectively with any applicable Order Forms, the "Agreement"). Client's signature below shall be deemed its acceptance and acknowledgement of the Agreement. Each person signing this Order Form represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Order Form and the Agreement.

Please check the box below if you elect to receive your Deliverables under this Agreement via our client portal, Hanover Digital. For more information, and to register for Hanover Digital, please visit: https://hanoverresearch.secure.force.com/customerportal/.

[☒] Client will receive Deliverables through Hanover Digital.

Client Name	Alum Rock Union Elementary School District	Hanover Research	Hanover Research Council LLC
Client Signature		Hanover Research Signature	Sidney Phillips
Date Signed		Date Signed	10 / 22 / 2024

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Instructional Services (School/Dept.) VENDOR NO. 13054

Submitted by: Sandra Garcia

☐ **Independent Contract** ☐ **MOU**

☑ Master Contract

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

Name of Individual/Company: Resource Area For Teaching (RAFT)

Address: 1355 Ridder Park City: San Jose State: CA Zip: 95131

Phone: (408) 451 - 1420 Email Address: cdavenport@raft.net

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on November 15, 2024, and will diligently perform as required and complete performance by June 30, 2025, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

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

RAFT will provide additional services to expand STEAM and innovation at ARUSD sites as determined by all sites. Services may include professional development, community STEAM events, maker mobile visits, maker space builds and all associated materials & supplies.

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:** $Not to exceed $40,000 (describe rate agreement) Not to exceed $40,000 per site

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
010	0000	0	5815	00	1110	1000	000000	305	7221	MASTER	11/4/24

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

raft®
RESOURCE AREA FOR TEACHING

Inspiring Joy through hands-on learning

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

STEAM Proposal - Scope of Work

RAFT is excited to offer support for Alum Rock's STEAM learning initiatives during the 2024-2025 school year. We believe we can further expand educator capacity, engage students and families and continue to build a robust STEAM learning community.

RAFT's content provides activities that align with the Science and Engineering Practices for the NGSS, as well as the Habits of Mind and Social Emotional Learning standards that enable 21st century career readiness. Our hands-on approach ensures the development and reinforcement of asking questions/defining problems, collecting and interpreting data, logical thinking, and demonstrating the ability to present and critique arguments/conclusions.

Summary of Grant-funded Services and Discounts

RAFT Service/Support	**Cost**
Maker Mobile Van school site visits **(100% Grant-funded - no cost to District or School)**: • One full-day visit for ten individual school sites in either Fall '24 or Spring '25; • Includes 2 RAFT staff, travel, set up/take down, and all materials for RAFT Maker Mobile activities; • Additional one-day visits for District schools discount: $850 per full-day visit (see below for additional details).	$15,000
Price	$15,000
(Includes *Grant-funded items, Title I School/District Discounts) **Total Cost to District**	**$0**

RAFT provides a wide range of hands-on learning opportunities for educators and students. Our Education services focus on practical, hands-on STEAM activities that can be implemented in a variety of learning environments with limited planning. Please find below a summary of services and associated costs followed by a description of each service.

In addition to the grant-funded services and upon District Board approval, individual District schools may purchase the following services during the 2024-25 school year at discounted rates under a Master Service Contract. Under the Master Service Contract, RAFT will provide services to District schools at the prices listed below without additional Board approval up to $40,000 per school site. Services may include professional development, community STEAM events, Maker Mobile visits, Makerspace consultation and building services, as well as STEAM DreamBox programming.

RAFT's Catalog of Education Services - *ARUSD Discount under Master Contract for 2024-25 School Year*

STEAM Events and Support	**Unit Cost**
RAFT Maker Mobile Visit (full-day) • Includes two RAFT facilitators; Serve up to 30 students per session for 30-50 mins • Full day visits can serve up to six 50-minute sessions • Wide range of NGSS aligned activities	$850* (full day)
STEAM Maker Nights/Capestone Family Events • Includes two RAFT facilitators • Two hours of facilitated activities • Serve up to 200 students and families • Make and take kits for up to 200 students. Additional kits can be purchased for groups larger than 200 students. • Discounted price assumes 5 site-based volunteers per 100 students.	$1,000*
Virtual STEAM Maker Night • Includes two RAFT facilitators • Serve up to 75 online participants for 60 minutes	$250+kits
Teacher Growth: Professional Development, workshops, and STEAM/SEL integration support • On site, virtual or at RAFT programming serving up to 50 staff members	$250 per hour
STEAM DreamBox • 20 hours of themed lessons including STEAM project kits, design challenges and materials • Instructor facilitation guides for each activity • Activity-aligned student handouts • Tailored application for grade bands	$6,000 (per 100 students)
*** Includes a 50% or greater discount from standard pricing**	

If you wish to move forward with this proposal, please confirm the following details for invoicing and provide any documentation required for board approval:

Alum Rock Union School District
Sandra Garcia, Assistant Superintendent
2930 Gay Avenue
San Jose, CA 95127
Email: sandra.garcia@arusd.org

PSAs, COIs, W-9 and other documentation will be provided/completed upon request. Please contact Suzanne Carrig, Director of Partnerships, at scarrig@raft.net

Authorized Representative, **Alum Rock Union School District** **San Jose, CA**	**Chase Davenport** **Senior Director, Education** **Resource Area For Teaching**
Date	Date

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: M.O.T.- Operations (School/Dept.) VENDOR NO. 301021

Submitted by: Ed Villarreal, Director, Maintenance, Operations & 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: Bay Alarm Company

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

Phone: (800) 610-1000 Email Address: andrew.cook@bayalarm.com

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on November 15, 2024, and will diligently perform as required and complete performance by June 30, 2025, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

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

Provide Installatiion Services and Miscellaneous Repair not covered under the Routine Service Agreement.

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:** $15,000.00 (NTE) (describe rate agreement) _____

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
010	0000	0	5870	00	0000	8100	000000	450	8140	$15,000.00	10/28/24

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

ARUESD
2930 Gay Avenue
San Jose, CA. 95127

Re: One-Time Charges

I would like to thank you for the opportunity to submit this agreement for your review and approval. Please allow me a brief moment to acquaint you with Bay Alarm Company and our business philosophy

In the past seven decades, Bay Alarm has grown to become the nation's largest independently owned alarm company. How did we do it? We have a motto—the "Bay Way." The Bay Way is about doing right by our customers, and treating our fellow Bay Alarm staff members with the utmost respect. We pride ourselves on timely service, quality workmanship, and customer support that goes beyond expectations. With Bay Alarm, you'll get a security provider that understands your needs and constantly works to ensure you remain secure.
Currently the largest privately held Alarm Company in the nation with a customer base of over 155,000, we employ over 1,100 security professionals. We operate our own UL listed; FM approved monitoring station located locally within California. With fourteen full-service branch locations throughout California, we are strategically located to provide the maximum in efficiency for service to all of our customers and this also allows us to offer and provide 24-hour maintenance service, 365 days a year.

Bay Alarm Company is a leader in our industry and we are proud to be affiliated with the following associations and agencies:

- California Alarm Association
- Central Station Alarm Association
- Security Network of America
- National Burglar and Fire Alarm Association
- National Systems Contractor's Association
- California Automatic Fire Alarm
- National Fire Protection Association (NFPA)
- Better Business Bureau
- Underwriters' Laboratories Listed

Scope of work:
Bay Alarm will provide services at its then-prevailing rates (current service rates are $125 for the initial 30 minutes of labor and $95 each additional 30 minutes of labor) and materials on a cost basis. Service includes providing repair and maintenance services for the alarm systems and equipment not covered under a full-service plan. Examples of services provided under this agreement are: alarm control panel repair or replacement, door contact repair or replacement, motion sensors repair or replacement, battery replacement, and other repairs as needed.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

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

Submitted by: Ed Villarreal- Director of MOT

☑ **Independent Contract** ☐ **MOU**

☐ Master Contract

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

Name of Individual/Company: Bay Alarm Company

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

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

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on July 1, 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 security monitoring services for all of district sites, and distric office.

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

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

☑ b. **Other:** $ 82,572.72 (describe rate agreement) $ 6,881.06 per month.

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
010	0000	0	5870	00	0000	8100	000000	450	8140	$82,572.72	M.V 11/4/24

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

CORPORATE OFFICE
5130 Commercial Cir. Concord, CA 94520
Sales: 1-800-610-1000 / Service: 1-800-470-1000
A Family Business Since 1946
www.bayalarm.com

Dear ARSD,

I would like to thank you for the opportunity to submit this Commercial Fire Alarm System Purchase and/or Services Agreement for your review and approval. I am proud to say that Bay Alarm Company has grown to become the largest family owned & operated electronic security company in America. We have been protecting businesses like yours for over 70 years, and we currently service more than one-hundred and forty thousand customers.

Although we have grown to become one of the largest alarm companies in America, we still recognize the importance of quick and efficient service. You will immediately recognize the difference between Bay Alarm and the other companies when you experience our commitment to total customer satisfaction. This is accomplished through providing our customers with one point of contact for all of their needs. Bay Alarm's mission is to provide our customers with the highest level of security and fire protection in the industry.

As a leader in our industry, we are proud to be affiliated with the following associations and agencies:

California Alarm Association
The Monitoring Association
California Automatic Fire Alarm Association
Electronic Security Association
NetOne
National Fire Protection Association (NFPA)

Thank you for your consideration. If I can be of any assistance by providing clarification or additional information please feel free to contact me. To learn more about Bay Alarm Company, please visit us at www.bayalarm.com.

Sincerely,

Devin Dickson
Enterprise Sales

Bay Alarm Company
Pricing Summary/Scope of Work

User Name: ARSD Site Phone Number: 000-000-0000

Site Address: **SEE ADDENDUM A**

□ **New System or Takeover** □ **New Owner** □ **Addendum-Alteration Addition** ■ **Cancels Former Agreement-Alteration Addition**

Services Provided: □ Full Service □ Time Plus Material Service □ Monitor Only

Sale and Installation Price and Payment Summary:	**Fire Test Frequency:**	**Communication Type:**
Total Installation Price: $ 0.00 **(Plus Applicable Taxes to be billed separately)** Deposit Due at Signing: $ 0.00 Due Upon Completion of Prewire: $ Balance Due Upon Completion: $ 0.00 Monthly Service Charge: $ 6,881.06 due Quarterly in Advance	□ NFPA 72 □ Sprinkler Inspection Service, Bay will inspect risers in accordance with C.C.R. Title 19 □ Other: **Fire Test Devices:** □ Panel Only □ Panel & Fire Devices □ Other	□ Single Phone Line □ Two-Way Radio □ One-Way Radio □ Other Means Permitted by NFPA 72
	FOR OFFICE USE ONLY	

Scope of Work

User hereby authorizes Bay Alarm Company hereinafter "Bay", or assigns to sell, install and/or provide service for a life safety System under the following conditions and agrees to pay the installation charge upon completion and the service charge in advance to Bay's address, from the date the System is operational.

REFERENCE ATTACHED ADDENDUM A FOR SCOPE OF WORK

EQUIPMENT OWNED BY BAY ALARM AND LEASED BY ARSD IS DENOTED AS "LEASED" IN COLUMN A OF ADDENDUM A

User desires no additional protection at this time, I.E.

Pricing: The pricing set forth in this Agreement is based on the number of devices to be installed as set forth in the Scope of Work. If the actual number of devices installed is different than the number set forth in the Scope of Work, the price will be adjusted accordingly.

Special Provisions:

Services Provided:

Full Service: Bay will provide all repairs necessitated by ordinary wear and tear to the System. All other repairs shall be at User's expense on a time plus material basis at Bay's then prevailing rates, which include a minimum 30 minute visit charge.

Time Plus Material Service: At the end of Bay's limited warranty Bay will provide all repairs at User's expense on a time plus material basis. Parts and labor will be billed at Bay's then prevailing rates, which include a minimum 30 minute visit charge.

Monitor Only: Bay will not provide repair service, testing or inspections to the Systems. User is responsible to provide this service.

Fire System:

Smoke/Heat detectors—for area or spot detection only.

Bay to plan check and apply for required permits. User agrees to pay all permit, plan check, or drawing charges as required.

User understands and agrees that any additional devices required by the AHJ before final acceptance of System will be at User's expense at Bay's then prevailing rates.

User to provide a RED 20 amp Circuit Disconnecting Means for all required Dedicated Branch Circuits. User shall provide listed locks for the Circuit Disconnecting Means.

User to also provide dedicated 120VAC to the Fire Alarm Control Unit and associated power supplies, and install breaker locks for required power. .

If smoke detectors are installed and then become dirty due to construction that takes place, the User understands they are responsible for repair and/or replacement.

If Bay is unable to gain access to the System for testing and inspections, User understands there may be a return trip fee. Bay will not issue a credit for failed or no access inspections.

User understands and agrees that the automatic fire alarm devices and appliances that will be installed or are located on this property are pursuant to the approved shop drawings that will be or were previously submitted by Bay to the AHJ for this property.

Additional state, other government agency, insurance inspections or testing which requires Bay personnel to be on site will be charged on a time plus material basis, at Bay's then prevailing rates.

Once System has been powered up and System is programmed at Bay's monitoring center the Monthly Service Fees is payable.

HVAC System power/shut off is to be provided by mechanical and/or electrical contractors. Duct detectors shall be provided with a grade level reset switch. Bay will monitor only.

If during the installation process the AHJ deems a fire watch is necessary while the System is being installed or temporarily inoperable, User to provide and pay for this service.

Any painting and/or patching is not included unless expressly stated otherwise.

Additional fees that are not included in the contract are as follows: permit fees, additional off hour inspections or re-inspection due to other contracted parties failure to show and have equipment ready for inspection.

Bay shall install a fire alarm System based on the Codes and Standards that were in effect at the time the System was designed, based on the prescriptive requirements for the occupancy. Bay is not providing an engineering assessment. If an engineering assessment of risk hazards is required, the User should contact a Registered Fire Protection Engineer.

If System Inspections are to be Performed:

Bay will perform system inspections during normal business hours, Monday-Friday 9-5. Inspections performed after normal business hours are available at a premium rate. Depending on the type of inspection being performed, User understands it may cause a disruption in business. This includes the annual testing of Notification Appliances.

If Sprinkler Inspections Service is Provided:

Bay will conduct the inspections in accordance with Title 19, California Code of Regulations, Chapter 5, and Article 4. Bay is not providing or will not provide design analysis of the premises sprinkler system through the inspection. If a design analysis is desired the User should contact a Registered Fire Protection Engineer. Subscriber is responsible for having a design analysis performed if there is a change of use to the occupancy and/or products that are stored or produced within the occupancy.

If a New Owner Labor Agreement:

Bay tests and inspects up to one (1) hour only. Any additional work that has not been contracted will be done on a time plus materials basis at Bay's then prevailing rate.

If a Takeover / Connect to User Owned Devices:

Bay to connect to and monitor or control User's owned equipment. Any work to be done on User owned equipment that exceeds one (1) hour will be on a time plus material basis at Bay's then prevailing rate including any repairs or modifications required to make System operational.

Network & VoIP:

User shall provide and maintain operational an Ethernet Network connected CAT-5 or higher cable with a RJ-45 plug termination at location specified by Bay. If required, User will provide I.P. address, gateway address and submask. If the Internet or Wireless Transmission is used as a primary or secondary transmission path, User will provide, at your expense, the necessary telecommunications connections facilities and required standby power. The Internet, radio and cellular networks are maintained and serviced by the applicable service provider and are totally beyond Bay's control. Signal transmission connectivity and speed may vary due to traffic volumes, adverse weather, System outages and other circumstances beyond our control. Internet Connectivity can only be supported through a PC with Internet Explorer. Mac's or other Browsers are not compatible at this time.

VoIP TELEPHONE SERVICE: The use of VoIP telephone service may interfere with the ability of the System to transmit alarm signals to our monitoring facility. The User must notify Bay in advance if considering the use of a managed VoIP service in order to assure its ability to function. User understands that DSL, unmanaged VoIP, or other internet-based services not approved in advance by Bay may not be used.

If a UL Certificate is Issued:

User understands and agrees that UL charges Bay an annual fee for their services. User will reimburse Bay for the fee. Bay will automatically renew agreement and certificate for same initial agreement term, unless notified thirty days in advance by User.

Progress Billing:

User understands and agrees that if there is a User caused interruption (i.e. User construction delay, remodeling, prewire, no power available, etc.) in Bay's ability to start and finish the installation and Bay must return at a later date to complete the installation, Bay will progress bill for a portion of work completed. A return trip charge may be incurred.

If an Addendum-Alteration Addition:

User understands and agrees that Bay will leave balance of System as listed per previous agreements.

If Cancels Former Agreement-Alteration Addition:

Contract terms begin upon date System and/or Service is online.

SIGNS, DECALS AND SYSTEM COMMUNICATOR REMAIN THE PROPERTY OF BAY

Service Agreement

The agreement is made by and between ARSD "User" and Bay Alarm Company hereinafter "Bay" and is effective for an initial period of **five years**, from date the System is operational. This agreement shall automatically, without action by either party, extend and renew itself under the same terms and conditions for successive periods of two (2) years each, after the initial period unless either party gives to the other at least thirty (30) days written notice, prior to expiration date, or its intention to terminate this agreement upon its original or any renewed expiration date.

Bay will sell to you and install the system ("System") described on the Scope of work section (s) and/or any additional continuation page (s), and if subscribed to by User, monitor and provide other services pursuant to the terms and conditions of this agreement.

Fire Alarm Shop Drawings will be completed for submittal to the governing Authority Having Jurisdiction (AHJ). Submittal times may be delayed if User cannot provide useable CAD (Computer Aided Design) files or architectural drawings to Bay. This may require Bay to create a set of floor plans in CAD at an additional expense to User. Floor plans are required for the production of fire alarm shop drawings.

Governmental Review: The AHJ may require approval of the System installation. Depending on the processing time for your current AHJ, Bay will not be responsible from delays arising for this portion of the installation process.

Installation: Local and state building and fire codes may prohibit the installation of a fire alarm System until approved by the governing AHJ and a permit for the installation is issued. Once Bay receives the approved permit the installation will begin approximately weeks and will be completed within approximately weeks.

SCOPE OF WORK:
Services to be provided at the following location:

SEE ADDENDUM A

Total Installation Charge: $ 0.00 (plus applicable sales tax)

Total Monthly Service Charge Due Quarterly in Advance: $ 6,881.06

User Acceptance:
In accepting this agreement, User agrees to the terms and conditions herein and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the User may issue. Any changes in the System requested by the User after the execution of this agreement shall be paid for by the User and such charges shall be authorized in writing.

Bay Alarm Company:

DEVIN DICKSON 523592
Sales Representative **Agent #**

Michal Kubicki 11 / 04 / 2024
Approved **Date**

User:

User's Signature

User's Printed Name and Title

Date Signed

This agreement will not be effective until either approved by one of Bay's managers, or Bay begins the installation of the equipment or initiates service. In the event of disapproval, Bay's only obligation shall be to refund any monies paid by User to Bay. User acknowledges and agrees that User will not receive a copy of this agreement signed by Bay's manager, and such lack of receipt shall not, in any way, invalidate or otherwise affect this agreement.

CSFM Automatic Fire Extinguishing Concern, Type 1 License, A-0471
California Contractor's License No. 880138
Alarm Operator's ACO License No. 28

Terms & Conditions

1. LIMITED WARRANTY: (a) WHAT IS COVERED: For one year parts and ninety (90) days labor; after we complete the installation, we will repair or replace any defective part of the System without charge to you. We can use new or used parts of the same quality. (b) HOW TO GET SERVICE: Call 1-800-470-1000. (c) WHAT IS NOT COVERED: Repair of the System is our only duty. This warranty does not include batteries or labor associated with the replacement of batteries. We make no other express warranty including any warranty of merchantability of the System or its fitness for any special purpose. All the implied warranties of merchantability or fitness for any special purpose are limited to the duration of this expressed limited warranty. We do not warrant that the System will always detect, or help prevent any fire, smoke, waterflow or other such event. We do not warrant that the System cannot be defeated or compromised or that it will always operate. This warranty does not cover repairs that are needed because of an accident, acts of God, your failure to properly use the System, or if someone other than us attempts to repair or change the System, or any other reason except a defect in the equipment. We are not liable for consequential or incidental damages. You agree that this is our only warranty and we have given you no other warranty for the System. (d) STATE LAW: Some states do not allow the exclusion or the limitation of consequential or incidental damages or a limitation on the duration of implied warranties, so the above limitations or exclusions may not apply to you. The warranty gives you specific legal rights and you may also have other rights which may vary from state to state.

2. ADDITIONAL COSTS: User agrees to pay Bay's standard rate for past due or carrying charges and collection costs if payments are not made on time or if installation charge is paid on a periodic payment plan or progress billing. A reconnect charge is to be paid by User if the System is disconnected because of a past due balance and User desires it reconnected. User will receive no credit if System is temporarily disconnected or out of service for any reason. Bay assumes no liability for failure to perform because of labor disputes, riots, floods, fires, acts of God or any catastrophe or condition beyond our control and is not required to perform work while any such condition exists. If it becomes necessary for Bay to institute legal proceedings to collect any charges as set forth herein, the unsuccessful party shall pay to the successful party reasonable attorney's fees and actual court cost wherein permitted by law. If User fails to pay any obligations under this agreement when due, upon ten (10) days' written notice, Bay may disconnect the System. A reconnection fee in addition to all past due amounts, will be required prior to reactivating System.

3. BAY IS NOT AN INSURER, LIQUIDATED DAMAGES, LIMITATION OF LIABILITY: For all Systems and services provided, User acknowledges that it is impractical and extremely difficult to fix the actual damages if any, which may proximately result from Bay's negligence, a failure by Bay to perform any of the obligations herein, including but not limited to, installation, monitoring, warranty repair, repair service or other services, or the failure of the System to properly operate with resulting loss to User because of, among other things a) The uncertain amount or value of User's property or the property of others kept on the premises which may be lost, destroyed, damaged or otherwise affected by occurrences which the System or service is designed to detect or avert; b) The uncertainty of the response time of any fire department, should they be notified as a result of a signal from or at premises; c) The inability to ascertain in advance what portion, if any, of any personal injury, death, or property loss would be proximately caused by Bay's failure to perform or by its equipment to operate; or d) The nature of the service to be performed by Bay. User understands and agrees that if Bay should be found liable for loss or damage due to failure of Bay to perform any of the obligations herein, including but not limited to installation, repair services, monitoring, fire inspections, or the failure of the System equipment in any respect whatsoever, or Bay's negligence then, Bay's liability shall be limited to a sum equal to the total of one half the annual payment or Fifteen Hundred Dollars ($1,500.00), whichever is the lesser, as liquidated damages and not as a penalty and this liability shall be exclusive; and that the provisions of this paragraph shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property, from performance or nonperformance of the obligations imposed by this agreement, or from negligence of Bay, its agents, assigns or employees. User may obtain a limitation of liability from Bay for a higher limitation of liability in lieu of the liquidated damages set forth above by paying an additional fee to Bay. If User elects this option, a rider will be added to this agreement which will set forth the amount of the limitation of liability and the amount of the fee. Agreeing to the limitation of liability does not mean that Bay is an insurer.

4. THIRD PARTY INDEMNIFICATION: When User, in the ordinary course of business, has the property of others in its/his custody, or the System extends to protect property of others, User agrees to and shall indemnify, defend and hold harmless Bay, its employees and agents for and against all claims brought by parties, other than the parties to this agreement. This provision shall apply to all claims regardless of cause including Bay's performance or failure to perform and including defects in products, design, installation, monitoring, repair, service, operation or non-operation of the System whether based upon negligence, warranty, contribution, indemnification, strict or product liability on the part of Bay, its employees or agents, but this provision shall not apply to claims for loss or damage which occur while an employee or agent of Bay is on User's premises and are solely and directly caused by such employee or agent.

5. SUBROGATION: So far as it is permitted by User's property insurance coverage, User hereby releases, discharges and agrees to hold Bay harmless from any and all claims, liabilities, damages, losses or expenses, arising from or caused by any hazard covered by insurance in or on the User's premises whether said claims are made by User, his agents, or insurance company or other parties claiming under or through User. User agrees to indemnify Bay against, defend and hold Bay harmless from, any action for subrogation which may be brought against Bay by any insurer or insurance company or its agents or assigns including the payment of all damages, expenses, costs and attorney's fees. User shall notify his insurance carrier of the terms of this provision.

6. USER DUTIES: You will instruct all other persons who may use the System on its proper use. If a problem in the System occurs you will notify us. Authorities may not respond to an alarm, and/or you may be subject to a fine or penalty unless you have all necessary permits and licenses for the use of the System. You agree that we may disclose the information of the instructions to any governmental agency having jurisdiction over the use and operation of the System. You will notify us in writing of any change in your fire rating bureau or agency. User will give Bay access to all portions the premises necessary to conduct inspections and tests of the System.

7. INSTALLATION: User will permit Bay to install the System during Bay's normal business hours and will give Bay uninterrupted access to User's premises. User agrees to compensate Bay for any additional installation/service visits required as a result of cancellation, readiness or unavailability to Bay's current prevailing rate. User has approved the locations of where the control panel, audible devices and all protective devices will be installed. User has the affirmative duty to inform Bay, prior to beginning of installation, of every location at the premises where we should not (because of concealed obstructions or hazards such as pipes, wires or asbestos) enter or drill holes. Upon request, User will repair the premises (including fixing broken sprinkler system components) reasonably necessary to facilitate the installation and operation of the System. If asbestos or other health hazardous material is encountered during installation, Bay will cease work until User has, at User's sole expense, obtained clearance from a licensed asbestos removal or hazardous material contractor that continuation of work will not pose any danger to Bay's personnel. In no case shall Bay be liable for discovery or exposure of hidden asbestos or other hazardous material, and User shall indemnify and hold Bay and its employees harmless from any claims brought against Bay and/or its employees by third parties for damages, personal injury, death, emotional injury, whether actual or prospective allegedly caused by the presence, spread, ingestion or inhalation of any substance/vapor on or originating from User's premises. Bay is not responsible if the installation is delayed because of bad weather, labor disputes, unavailability of electrical power or telephone service, Acts of God or other reasons beyond Bay's control. After completion of the System, User and a Bay representative will inspect it. If something is missing or not properly installed you the User will notify Bay within ten (10) days, otherwise the System will have been accepted by User.

8. CHARGES, TAXES, and RATE INCREASES: All charges set forth herein are based upon existing federal, state and local taxes and utility charges, including telephone company charges, if any. Bay shall have the right at any time to increase the monthly charges provided herein, to reflect any additional taxes, fees or charges provided herein, or charges which hereafter may be imposed on Bay by any utility or governmental agency relating to the service(s) provided under the terms of this agreement and User agrees to pay the same. So that Bay may properly adjust its rates to meet changing service costs and notwithstanding the terms and conditions set forth herein after the expiration of one (1) year from the date of completion of installation and not more often than once each twelve (12) months, Bay may increase the monthly service charge by up to 1.5 times the current Bureau of Labor Statistics Consumer Price Index for all urban consumers (related areas) or if this index is discontinued a comparable index as measured from the date of this agreement to the effective date of the increase upon giving User notice in writing. The billing invoice setting forth the new charge shall be sufficient notice of the increase. Not withstanding any other terms and conditions set forth in this agreement, so that Bay may properly adjust periodic charges to recover increases in its services costs which are not recovered by increase pursuant to paragraph above, at any time after the expiration of one (1) year from date of installation, Bay may increase the monthly service charge to an amount exceeding the charge provided in paragraph above upon giving the User notice in writing. The billing invoice setting forth the new charge shall be sufficient notice of the increase. If User is unwilling to pay such additional monthly charges imposed pursuant to this paragraph and Bay is unwilling to rescind the additional amount, User may terminate this agreement upon giving written notice to Bay within ten (10) days from the effective date of the increase. User's failure to notify Bay within said ten (10) days shall constitute User's consent to the increase pursuant to this paragraph.

9. ASSIGNEES/SUBCONTRACTORS OF BAY: Bay may transfer or assign this agreement to any other person or entity including any financial institution or alarm company. User may not transfer this agreement to someone else (including some-one who purchases or rents User's premises) unless Bay approves the transfer in writing. Bay may use subcontractors to provide installation, repairs, inspections, tests or monitoring services. This Agreement, and particularly paragraphs 3, 4 and 5, shall apply to the work or services Bay's assignees or subcontractors provide, and shall apply to them and protect Bay's assignees and subcontractors in the same manner as it applies to and protects Bay.

10. MONITORING SERVICE: When a signal from the System is received in Bay's Central Station, Bay will try to telephone the proper fire department or other emergency personnel and the first available person on the Emergency Notification List User gives us. You will notify us in writing of any changes in the instructions. . To avoid Unwanted Alarms, Bay may, where permitted or required by the Authority Having Jurisdiction, call User's premises first to determine if an actual emergency exists before Bay calls any authorities. If Bay has reason to believe that no actual emergency exists, Bay may choose not to place such notification calls. Bay may discontinue any part of this service if required to do so by governmental or insurance authorities. User acknowledges and agrees that both User and Bay are required to comply with all laws, rules and regulations regarding monitoring and alarm response enacted or adopted by the governmental authorities having jurisdiction over the System. User consents to the tape recording of all telephonic communications between Bay's Central Station and User's premises. Bay may charge User for non-emergency signals, use of premises keys or alarm response by Bay personnel. If Bay holds premises keys, it is hereby authorized to enter and make a visual inspection of the interior of the premises or protected area. User acknowledges that if Bay utilizes a digital communicator for the purpose of sending alarm signals from User's premises to Bay's Central Station, that the signals from User's System may be sent over a single phone line to Bay's Central Station and other telephone calls cannot be made when the System is activated including 911 emergency operator calls; and in the event User's telephone service is out of order, disconnected, placed on vacation or otherwise interrupted, signals from User's System will not be received in Bay's Central Station during any such interruption and the interruption will not be known to Bay. User further acknowledges and agrees that signals are sent over telephone company lines which are wholly beyond the control and jurisdiction of Bay and are maintained and serviced by the applicable telephone company. User agrees to pay all charges for all telephone services connecting User's protected premises and Bay. User acknowledges that if Wireless Transmission becomes inoperative for any reason, signals will not be received in Bay's Central Station. User acknowledges that Wireless Transmission may be impaired or interrupted by atmospheric conditions, including electrical storms, power failures or other conditions beyond the control of Bay.

11. EXCESSIVE ALARMS: In the event an excessive number of false alarms or service calls are caused by User or in the event User in any manner misuses or abuses the System, Bay may, in its sole discretion, deem same to be a material breach of contract on the part of User and, at its option, be excused from further performance upon the giving of ten (10) days written notice to User. Bay's excuse from performance shall not affect its right to recover damages from User. **User represents he fully understands that the equipment, because of its sensitivity and nature, is subject to the influence of external events which are not within the control of Bay and which may cause the alarm to activate.** In the event a fine, penalty or fee is assessed against Bay or User by any governmental or municipal agency as a result of any alarm originating from User's premises, User agrees to be responsible for payment of all assessments and/or reimburse Bay for Bay assessments. Any or all such alarms shall not excuse any of the obligations of User as set forth in the agreement.

12. DISCONNECT POLICY: User hereby authorizes Bay to manually or automatically disconnect System if so ordered by a public official or regulation or for nuisance or electrical reasons or if Bay is unable to notify User at emergency numbers listed or if User declines or fails to arrive at premises within thirty (30) minutes after notification. User agrees to hold Bay harmless and to indemnify Bay for any damage, loss, or liability which may result from the turning off of the System.

13. CONTROL COMMUNICATOR: The control communicator is owned by Bay. User acknowledges and agrees that Bay reserves the right to access the digital control communicator by way of remote programming in order to perform diagnostics, change and/or update information, or disconnect service upon the termination or expiration of this agreement.

14. RENEWAL; ENTIRE AGREEMENT: It is understood and agreed by and between the parties hereto, that if there is any conflict between this agreement and User's purchase order or any other document or Bay literature, this agreement will govern, whether such purchase order or other document is prior or subsequent to this agreement unless expressly superseded or replaced by a subsequent agreement. In the event any provisions or parts of this agreement shall be unenforceable, the parties understand and agree that the remaining provisions and parts shall continue in full force and effect. There are no verbal understandings changing or modifying this agreement. If User cancels agreement before installation begins, User agrees to pay an administrative charge of 50% of the installation charge. We retain ownership in the System until the sales price is paid in full. If you fail to make any payment for the purchase of the System you empower us and will permit us to disconnect and remove the System or any part of it from your premises. In addition we may pursue any rights and remedies we may have as a secured creditor under the Uniform Commercial Code or pursue any other rights we may have under the law. Removal or disconnection of the System shall not be deemed a waiver of our rights to collect damages, and we shall be under no obligation to restore your premises to its original condition if we terminate the installation or remove the System or any part of it.

15. GOVERNING LAW: This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof. This agreement supersedes all prior representations, understandings or agreements of the parties; and the parties rely only upon the contents of this agreement in executing it. This agreement can only be modified in writing signed by the parties or their duly authorized agent. No waiver or breach of any term or condition of this agreement shall be construed to be a waiver of any succeeding breach. User agrees that this agreement is performed in the state of California and shall be governed by the laws of California. User agrees that any and all legal proceedings will have Contra Costa County California as the exclusive place of venue.

16. LEGAL WAIVERS; JUDICIAL REFERENCE: Both parties hereby agree that no suit or action that relates in any way to this agreement (whether based upon contract, negligence or otherwise) shall be brought against the other more than one (1) year after the accrual of the cause of action therefore. Both parties agree that no lawsuit or any other legal proceeding connected with this Agreement shall be brought or filed more than one (1) year after the incident giving rise to the claim occurred. Any controversy, dispute, or claim between the parties arising out of or relating to this Agreement, (other than actions brought by Bay in small claims court to collect amounts due under this Agreement) will be settled by a reference proceeding in Contra Costa County California, in accordance with the provisions of Sections 638, et seq and 641 through 645.1, and of the California Code of Civil Procedure, or their successor sections, which shall constitute the exclusive remedy for the resolution of any controversy, dispute, or claim concerning this Agreement, including whether such controversy, dispute, or claim is subject to the reference proceeding. The referee shall be appointed to sit as a temporary Judge with all of the powers of a temporary Judge authorized by law. In the event that the enabling legislation, which provides for the appointment of a referee is repealed and no successor statute is enacted, any dispute between the parties that would otherwise be determined by a reference procedure herein, will be resolved and determined by binding arbitration. That arbitration will be conducted by a retired Judge of the Superior Court in accordance with Section 1280 to 1294.2 of the California Code of Civil Procedure, as amended from time to time.

17. IMAGING: User agrees that Bay may save and store all agreements and other documents executed by User in an electronic media and all such agreements and other documents shall be deemed to be, and may be used by Bay as, originals and shall be given the same force and effect as the paper-form original.

18. DEFAULT BY USER; EXPIRATION; TERMINATION: If any proceeding in bankruptcy, receivership, or insolvency shall be commenced by or against User or his property, or if User makes an assignment for the benefit of creditors, User and Trustee or Assignee appointed to take charge of User's assets shall elect within thirty (30) days to assume or reject this agreement. If assumed, the party assuming this agreement shall within sixty (60) days thereafter: (1) cure all defaults including payment of all amounts due, and (2) provide to Bay adequate assurances of the future performances. Bay shall have the right to terminate this agreement. If User defaults or cancels this agreement, or this agreement is terminated in whole or in part for any reason other than Bay's default, Bay shall be entitled to collect and User shall pay to Bay: (i) all amounts due to Bay for services performed and equipment provided through the termination date of the agreement, and (ii) all amounts to which Bay is entitled by law for the unexpired term of the agreement, including loss of profits. Thirty day written cancellation required. At the expiration or termination of this agreement for any reason, Bay is authorized to enter onto the premises of User and remove Bay's identification signs, decals, equipment and reprogram or otherwise modify the control communicator so that it will no longer communicate signals to Bay's Central Station.

19. BAY'S LICENSES: CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTOR'S STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR (4) YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN TEN (10) YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 2600, SACRAMENTO, CA 95826.

PLEASE READ ENTIRE AGREEMENT

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

USER NAME: outside 2006 contracts

Addendum B

[Office Use Only] Lead/Acct #	Site Address	AKA Name Suite/Apt or BLDG #	Description of Work	Monthly Fee Per Site
2490422	2999 RIDGEMONT AVE, SAN JOSE, CA 95127	ARSD WILLIAM ROGERS	BAY ALARM TO LEAVE AS IS: (1) FIRELITE 411UD FIRE ALARM CONTROL PANEL - FRONT OFFICE; (1) UDACT - OFFICE; (44) MANUAL PULL STATIONS - (9) CAFETERIA BLDG, (6) BLDG 2, (11) OFFICE BLDG, (9) BLDG 3, (3) BLDG 4, (6) PORTABLES; (27) HORN STROBES - (5) CAFETERIA BLDG, (6) BLDG 2, (3) OFFICE BLDG, (6) BLDG 3, (4) BLDG 4, (3) PORTABLES; (9) STROBES - CAFETERIA BLDG, (5) OFFICE BLDG, (2) BLDG 2, BLDG 4; (12) FIRE HORNS - (2) CAFETERIA BLDG, (3) BLDG 2-4, (7) PORTABLES; (9) SMOKE DETECTORS - CAFETERIA BLDG, (2) OFFICE BLDG, (6) PORTABLES	$ 60.78
2491222	1729 HOPKINS DR, SAN JOSE, CA 95127	ARSD FISCHER MIDDLE SCHOOL	BAY ALARM TO LEAVE AS IS: (1) SILENT KNIGHT 5128 FIRE ALARM CONTROL PANEL - OFFICE; (1) UDACT - OFFICE; (55) MANUAL PULL STATIONS - (4) PE BLDG, PORTABLE 6, (2) MS BLDG, (6) CAFETERIA BLDG, (5) OFFICE BLDG, L1, L2, ROOM 11, ROOM 12, (5) ROOMS 20-24, (5) ROOMS 31-35, (5) ROOMS 41-45, (5) ROOMS 51-55, (5) ROOMS 60-64, LIBRARY, (4) ROOMS 72-75, (3) ROOMS 82-84; (10) HORN STROBES - PORTABLE 5, FITNESS ROOM, (3) CAFETERIA BLDG, LIBRARY, (4) PE BUILDING; (20) STROBES - (13) BATHROOMS, LIBRARY, RA OFFICE, (2) ROOM 64, (3) PE BUILDING; (9) FIRE HORNS - PORTABLE 5, MS BLDG, ROOM 74, ROOM 63, ROOM 53, ROOM 42, ROOM 33, ROOM 22, ROOM 12; (6) SMOKE DETECTORS - (2) BATHROOMS, (2) PORTABLE 5, (2) PORTABLE 6	$ 60.78
2747322	168 FOLEY AVE, SAN JOSE, CA 95122	ARSD HUBBARD ELEMENTARY	BAY ALARM TO LEAVE AS IS: (1) FIRE ALARM CONTROL PANEL - ELECTRICAL ROOM; (1) UDACT - AT PANEL; (79) SMOKE DETECTORS - (2) BLDG A, (9) BLDG B, (24) BLDG G, BLDG 3, BLDG D, (6) PORTABLES, (36) BLDG H; (51) MANUAL PULL STATIONS - (10) BLDG B, (4) BLDG G, KITCHEN, (2) MULTI-USE ROOM, (3) BLDG P, (7) BLDG A, (6) BLDG C, (6) BLDG D, (3) BLDG E, (9) BLDG H; (42) HEAT DETECTORS - (2) BLDG A, (4) BLDG B, (5) BLDG G, (4) PORTABLES, (27) BLDG H; (2) DUCT DETECTORS - BLDG G, MULTI-USE ROOM; (1) OS&Y TAMPER SWITCH - BLDG G BAY ALARM TO PROVIDE: NFPA 72 FIRE ALARM INSPECTIONS; (1) UL CERTIFICATE	$ 415.65
2773222	1721-1855 E SAN ANTONIO ST, SAN JOSE, CA 95116	ARSD SAN ANTONIO AKA LUCHA SCHOOL	BAY ALARM TO LEAVE AS IS AND MONITOR ONLY: (1) FIRE ALARM CONTROL PANEL - FRONT OFFICE; (1) ANNUNCIATOR - OFFICE; (2) MANUAL PULL STATIONS - BLDG M, BLDG A; (4) SMOKE DETECTORS - BLDG C, BLDG M, BLDG A, BLDG K; (4) WATERFLOW SWITCHES - BLDG C, BLDG M, BLDG A, BLDG K; (3) DUCT DETECTORS - BLDG C, BLDG M, BLDG K; (2) HEAT DETECTORS - BLDG C, BLDG M; (1) BUTTEFLY TAMPER SWITCH - BLDG C; (4) PIV TAMPER SWITCHES - BLDG C, BLDG M, BLDG A, BLDG K; (1) SMOKE BEAM - BLDG M;	$ 62.99
2779822	10 KIRK AVE, SAN JOSE, CA 95127	ARSD LINDA VISTA	BAY ALARM TO LEAVE AS IS: (1) NOTIFIER 640 FIRE ALARM CONTROL PANEL - MAIN OFFICE CLOSET; (1) MANUAL PULL STATION - MAIN OFFICE; (2) DUCT DETECTORS - BLDG 1 AC UNIT 1, BLDG 1 AC UNIT 2; (23) HEAT DETECTORS - (4) BLDG 2, (4) BLDG 3, (3) BLDG 4, (2) BOYS RESTROOM, CORRIDOR, (2) GIRLS RESTROOM, GIRLS ROOM STORAGE, (2) JANITOR CLOSET, (2) KITCHEN, STAFF ROOM, STAGE ROOM; (93) SMOKE DETECTORS - AT PANEL, (28) BLDG 4, (15) BLDG 2, (13) BLDG 3, BOYS RESTROOM, CORRIDOR, (3) FACULTY ROOMS, GIRLS RESTROOM, GIRLS STORAGE, (3) KINDERGARTEN, (4) KITCHEN, MENS RESTROOM, (4) MULTI-USE ROOMS, (3) NURSES OFFICES, (3) PRINCIPLES OFFICE, ROOM 22C, (2) STAFF ROOMS, (4) STAGE AREA, (3) STORAGE ROOMS, VESTIBULE ROOM; (35) HORN STROBES - (2) BATHROOMS, (9) BLDG A, (6) BLDG 2, (6) BLDG 3, (7) BLDG 4W, (5) BLDG 4E; (18) STROBES - (2) BATHROOMS, (10) BLDG 1, (2) BLDG 2, (4) BLDG 4W; (10) EXTERIOR HORN STROBES - BATHROOM, (2) BLDG 1, (2) BLDG 2, (3) BLDG 4W, (2) BLDG 4E	$ 62.99
2835322	277 MAHONEY DR, SAN JOSE, CA 95127	ARSD JOSEPH GEORGE MIDDLE SCHOOL	BAY ALARM TO LEAVE AS IS AND MONITOR ONLY: (1) FCI FIRE ALARM CONTROL PANEL - MAIN OFFICE; (1) UDACT - AT PANEL; (9) HEAT DETECTORS - (1) BLDG 1, (8) PORTABLES; (15) SMOKE DETECTORS - (8) PORTABLES, (1) BLDG K, (2) BLDG B, (4) BLDG A; (55) MANUAL PULL STATIONS - (5) BLDG A, (5) BLDG B, (6) BLDG C, (5) BLDG D, (5) BLDG E, (7) BLDG J, (7) BLDG K, (6) BLDG L, (6) BLDG N, (3) PORTABLES; (15) EXTERIOR HORN STROBES - (2) BLDG A, (2) BLDG B, BLDG C, (2) BLDG D, (2) BLDG E, BLDG J, (2) BLDG K, BLDG L, (2) PORTABLES; (73) HORN STROBES - (7) BLDG A, (4) BLDG B, BLDG C, (9) BLDG D, (11) BLDG E, (9) BLDG J, (9) BLDG K, BLDG L, (11) BLDG N, (11) PORTABLES	$ 62.99
1007522	3311 LUCIAN AVE, SAN JOSE, CA 95127-1544	ARSD MC COLLAM ELEM SCHOOL	BAY ALARM TO LEAVE AS IS: (1) DMP 1912XR CONTROL PANEL - MAIN OFFICE; (1) SIREN; (2) KEYPADS - OFFICE ENTRY, KITCHEN ENTRY; (43) DOOR CONTACTS - (3) K1-3 DOORS, OFFICE DOOR, KICTHEN DOOR, STAGE DOOR, MECHANICAL DOOR, (2) CAFETERIA DOORS, (2) WORK ROOM & TEACHERS DOORS, SUPPLY ROOM DOOR, SPEEACH ROOM DOOR, (5) A1-5 DOORS, (5) B1-5 DOORS, (5) C1-5 DOORS, C-WING MECHANICAL DOOR, C-WING JANITOR DOOR, (5) D1-5 DOORS, RESP DOOR, STORAGE DOOR, JANITORS DOOR, (5)E4-8 DOORS; (40) MOTION DETECTORS - (3) K1-3 MOTIONS, OFFICE MOTION, SECRETARYS MOTION, PRINCIPLES MOTIONS, KITCHEN MOTION, CAFETERIA LONG RANGE MOTION, CAFETRIA 35FT MOTION, KITCHEN COUNTER MOTION, WORK ROOM MOTION, (2) TEACHERS LOUNGE MOTIONS, SUPPLY ROOM MOTION, SPEECH ROOM MOTION, (5) A1-5 MOTIONS, (5) B1-5 MOTIONS, (5) C1-5 MOTIONS, (5) D1-5 MOTIONS, (5)E4-8 MOTIONS BAY ALARM TO PROVIDE: NON BAY PATROL	$ 336.00
			BAY ALARM TO LEAVE AS IS: (1) DMP XR200 CONTROL PANEL - OFFICE; (1) ADEMCO CELLULAR COMMUINCATOR - AT PANEL; (1) SIREN; (1) KEYPAD - ENTRY; (34) DOOR CONTACTS - NURSE ROOM DOOR, STORAGE DOOR, OFFICE DOOR, WORK ROOM DOOR, (2) K1-2 DOORS, BREAK ROOM DOOR, SPEECH ROOM DOOR, (2) ROOM 27 DOORS, (10) ROOMS 3-12 DOORS, (2) BOILER ROOMS 1-2 DOORS, (12) ROOMS 15-26 DOORS; (21) MOTION DETECTORS - NURSE ROOM MOTION	

11901531	3720 E HILLS DR, SAN JOSE, CA 95127-2418	ARSD HORACE CURETON SCHOOL	BAY ALARM TO LEAVE AS IS: (1) DMP 1912XR CONTROL PANEL - OFFICE CLOSET; (1) SIREN; (2) KEYPADS - OFFICE, KITCHEN; (47) DOOR CONTACTS - OFFICE DOOR, PRINCIPLE DOOR, NURSES DOOR, (2) K1 DOORS, (2) K2 DOORS, (4) CAFETERIA DOORS, KITCHEN DOOR, (2) 5A-B DOORS, (3) ROOMS 6-8 DOORS, (4) SPECIAL ED PORTABLE DOORS, ROOM 1A DOOR, (3) ROOMS 2-4 DOORS, (5) ROOMS 9-13 DOORS, (2) ROOM 14 DOORS, (4) ROOMS 15-18 DOORS, (8) ROOMS M2-9 DOORS, LIBRARY DOOR, MUSIC ROOM DOOR, ROOM 21 DOOR; (22) MOTION DETECTORS - OFFICE MOTION, PRINCIPLES OFFICE MOTION, (2) K1-2 MOTIONS, NORTH MOTION, SOUTH MOTION, KITCHEN MOTION, (2) ROOMS 5A-B MOTIONS, (2) SPECIAL ED PORTABLE MOTIONS, (8) ROOMS M2-9 MOTIONS, LIBRARY MOTION, MUSIC ROOM MOTION, ROOM 21 MOTION BAY ALARM TO PROVIDE: NON BAY PATROL	$ 304.00
11901556	277 MAHONEY DR, SAN JOSE, CA 95127	ARSD JOSEPH GEORGE SCHOOL	BAY ALARM TO LEAVE AS IS: (1) DMP XR200 CONTROL PANEL - MAIN OFFICE; (1) SIREN; (2) KEYPADS - OFFICE, KITCHEN; (44) DOOR CONTACTS - OFFICE DOOR, NURSES OFFICE DOOR, OFFICE M DOOR, BREAK ROOM DOOR, (2) KITCHEN DOORS, (4) CAFETERIA DOORS, BOOK ROOM DOOR, A1 DOOR, A2 DOOR, A4 DOOR, (4) B1-4 DOORS, (6) C1-6 DOORS, (7) D1-7 DOORS, (7) E1-7 DOORS, (2) F1-2 DOORS, PE OFFICE DOORS, (3) P1-3 DOORS; (47) MOTION DETECTORS - OFFICE MOTION, PRINCIPLE MOTION, VICE PRINCIPLE MOTION, NURSES MOTION, SICK ROOM MOTION, OFFICE O MOTION, OFFICE N MOTION, OFFICE M MOTION, BREAK ROOM MOTION, KITCHEN MOTION, CAFETERIA MOTION, BOOK ROOM MOTION, A1 MOTION, A2 MOTION, A4 MOTION, (4) B1-4 MOTIONS, (6) C1-6 MOTIONS, (7) D1-7 MOTIONS, (7) E1-7 MOTIONS, (2) F1-2 DOORS, PE OFFICE MOTION, GIRLS LOCK MOTION, BOYS LOCKER MOTION, (3) P1-3 MOTIONS BAY ALARM TO PROVIDE: NON BAY PATROL	$ 326.00
11903431	1241 MCGINNESS AVE, SAN JOSE, CA 95127-4026	ARSD THOMAS RYAN SCHOOL AKA RYAN ELEMENTRY	BAY ALARM TO LEAVE AS IS: (1) DMP XR200 CONTROL PANEL - OFFICE; (1) SIREN; (2) KEYPADS - OFFICE, K1; (34) DOOR CONTACTS - OFFICE DOOR, STORE ROOM DOOR, ENTRY DOOR, (2) K1 DOORS, (2) K2 DOORS, CAFÉ DOOR, KITCHEN DOOR, (2) STORAGE DOORS, CONFERENCE DOOR, LOUNGE ROOM DOOR, (4) ROOMS 1-4 DOORS, (17) ROOMS 6-22 DOORS; (28) MOTION DETECTORS - OFFICE MOTION, K1 MOTION, K2 MOTION, (2) CAFÉ MOTIONS, CONFERENCE MOTION, LOUNGE ROOM MOTION, (4) ROOMS 1-4 DOORS, (17) ROOMS 6-22 DOORS BAY ALARM TO PROVIDE: NON BAY PATROL	$ 286.00
2321922 (LEASED)	2930 GAY AVE, SAN JOSE, CA 95127-2398	ARSD BOND MANAGEMENT BUILDING AKA BLDG 100	BAY ALARM TO LEAVE AS IS: (1) DMP XR20 CONTROL PANEL - SERVER ROOM; (1) ADEMCO BACK UP CELLULAR COMMUNICATOR - AT PANEL; (1) SIREN; (1) KEYPAD - ENTRY; (2) DOOR CONTACTS - FRONT DOOR, SIDE DOOR, (6) MOTION DETECTORS - CONFERENCE ROOM MOTION, LOBBY MOTION, FRONT OFFICE MOTION, SECURITY OFFICE MOTION, SERVER MOTION, MANAGERS OFFICE MOTION; (1) GLASSBREAK DETECTOR - CONFERENCE ROOM	$ 98.38
2415222 (LEASED)	277 MAHONEY DR, SAN JOSE, CA 95127	ARSD JOSEPH GEORGE SCHOOL AKA MUSIC ROOM	BAY ALARM TO LEAVE AS IS: (1) DMP XT30 CONTROL PANEL - ELECTRICAL ROOM; (1) SIREN; (1) KEYPAD - FRONT ENTRY; (4) DOOR CONTACTS - FRONT ENTRY DOOR, FRONT SIDE DOOR, REAR RIGHT DOOR, REAR LEFT DOOR; (2) MOTION DETECTORS (2) OPEN AREA MOTIONS	$ 60.80
2799922	1721 E SAN ANTONIO ST, SAN JOSE, CA 95116	ARSD SAN ANTONIO SCHOOL	BAY ALARM TO LEAVE AS IS: (1) DMP XR100N CONTROL PANEL - BLDG C SERVER ROOM; (1) SIREN; (2) KEYPADS - LOBBY, KITCHEN; (38) DOOR CONTACTS - (7) BLDG A DOORS, (15) BLDG C DOORS, (6) BLDG K DOORS, (10) BLDG M DOORS; (21) MOTION DETECTORS - (9) BLDG A MOTIONS, (7) BLDG C MOTIONS, (2) BLDG K MOTIONS, (3) BLDG M MOTIONS	$ 726.32
2870622 (LEASED)	2999 RIDGEMONT DR, SAN JOSE, CA 95127	ARSD ADELANTE PORTABLES	BAY ALARM TO LEAVE AS IS: (1) DMP XT30 CONTROL PANEL - PORTABLES IN BACK OF SCHOOL; (1) DMP LTE CELLULAR COMMUNICATOR - AT PANEL; (1) SIREN; (2) KEYPADS - ENTRY, MUSIC ROOM ENTRY; (9) DOOR CONTACTS - OFFICE ENTRY DOOR, OFFICE RESTROOM DOOR, MUSIC ENTRY DOOR, ALL STAR ROOM DOOR, WOMENS RESTROOM DOOR, MENS RESTROOM DOOR, (3) CLASSROOM 1-3 DOORS; (6) MOTION DETECTORS - OFFICE MOTION, MUSIC ROOM MOTION, ALL START ROOM MOTION, (3) CLASSROOM 1-3 MOTIONS	$ 145.21
2968822 (LEASED)	2050 KAMMERER AVE, SAN JOSE, CA 95116	ARSD LEE MATHESON AKA ACADEMY	BAY ALARM TO LEAVE AS IS: (1) DMP XT30 CONTROL PANEL - ROOM G1 OFFICE; (1) DMP LTE CELLULAR COMMUNICATOR - AT PANEL; (1) SIREN; (1) KEYPAD - G1 ENTRY; (6) DOOR CONTACTS - G1 ENTRY, (5) G5-G9 DOORS; (6) MOTION DETECTORS - G1 ENTRY, (5) G5-G9 MOTIONS	$ 129.25
3209222 (LEASED)	1601 CUNNINGHAM AVE, SAN JOSE, CA 95122	ARSD SLONAKER AKA ROOMS K1-K4	BAY ALARM TO LEAVE AS IS (1) DMP XT30 CONTROL PANEL - K1 EAST WALL; (1) DMP LTE CELLULAR COMMUNICATOR - AT PANEL; (1) SIREN: (1) KEYPAD - ENTRY; (4) DOOR CONTACTS - (2) K1 DOORS, (2) K2 DOORS; (2) MOTION DETECTORS - K1 MOTION, K2 MOTION	$ 124.31
3268322	1290 BAL HARBOR WAY, SAN JOSE, CA 95122-1902	DORSA SCHOOL-PORTABLE AKA ARSD	BAY ALARM TO LEAVE AS IS: (1) DMP XR200 CONTROL PANEL - FRONT DOOR; (1) SIREN; (1) KEYPAD - ENTRY; (20 DOOR CONTACT - FRONT DOOR, REAR DOOR BAY ALARM TO PROVIDE: NON AGENT REPSONSE	$ 88.68
			BAY ALARM TO LEAVE AS IS: (1) DMP XT30 CONTROL PANEL - SPEECH ROOM; (1) DMP LTE CELLULAR COMMUINCATOR - AT PANEL; (1) SIREN; (1) KEYPAD - ROOM 20; (9) DOOR CONTACTS - (2) ROOM 18 DOORS, MUSIC ROOM DOOR, SPEECH ROOM DOOR, LIBRARY DOOR, (4) ROOMS 20-23 DOORS; (3) MOTION DETECTORS -	

4305922 (LEASED)	1680 FOLEY AVE, SAN JOSE, CA 95122	ARSD HUBBARD AKA PORTABLE H101	BAY ALARM TO LEAVE AS IS: (1) DMP XT30 CONTROL PANEL - PORTABLE H101; (1) DMP LTE CELLULAR COMMUNICATOR - AT PANEL; (1) SIREN; (1) KEYPAD - PORTABLE 5; (3) DOOR CONTACTS - (3) PORTABLE 4-6 DOORS; (6) MOTION DETECTORS - (2) PORTABLE 4 MOTIONS, (2) PORTABLE 5 MOTIONS, (2) PORTABLE 6 MOTIONS BAY ALARM TO PROVIDE: NON BAY VERIFIED RESPONSE; BAY ALARM LINK APP	$ 156.98
4306022 (LEASED)	1680 FOLEY AVE, SAN JOSE, CA 95122	ARSD HUBBARD AKA PORTABLES H100-H102	BAY ALARM TO LEAVE AS IS: (1) DMP XT30 CONTROL PANEL - PORTABLE 2; (1) DMP 3G CELLULAR COMMUNICATOR - AT PANEL; (1) SIREN; (1) KEYPAD - PORTABLE 2; (3) DOOR CONTACTS - (3) PORTABLE 1-3 DOORS; (6) MOTION DETECTORS - (2) PORTABLE 1 MOTIONS, (2) PORTABLE 2 MOTIONS, (2) PORTABLE 3 MOTIONS BAY ALARM TO PROVIDE: NON BAY VERIFIED RESPONSE; BAY ALARM LINK APP	$ 171.93
4306222 (LEASED)	1680 FOLEY AVE, SAN JOSE, CA 95122	ARSD HUBBARD AKA PORTABLES H103-105	BAY ALARM TO LEAVE AS IS: (1) DMP XT30 CONTROL PANEL - PORTABLE H104; (1) DMP LTE CELLULAR COMMUNICATOR - AT PANEL; (1) SIREN; (1) KEYPAD - H104; (3) DOOR CONTACTS - P7 DOOR, H104 DOOR, P9 DOOR; (6) MOTION DETECTORS - (2) PORTABLE 7 MOTIONS, (2) H104 MOTIONS, (2) PORTABLE 9 MOTIONS BAY ALARM TO PROVIDE: NON BAY VERIFIED RESPONSE; BAY ALARM LINK APP	$ 156.98
4645122 (LEASED)	3720 E HILLS DR, SAN JOSE, CA 95127	ARSD HORACE CURETON SCHOOL AKA CLASSROOM 1 & 2 PROTECTION	BAY ALARM TO LEAVE AS IS: (1) DMP XT30 CONTROL PANEL - ROOM 1; (1) DMP LTE CELLULAR COMMUNICATOR - AT PANEL; (1) SIREN; (1) KEYPAD - ROOM 1; (4) DOOR CONTACTS - (2) ROOM 1 DOORS, (2) ROOM 2 DOORS; (2) MOTION DETECTORS - ROOM 1, ROOM 2 BAY ALARM TO PROVIDE: NON BAY VERIFIED RESPONSE; BAY ALARM LINK APP	$ 128.83
540322	2930 GAY AVE, SAN JOSE, CA 95127-2398	ARSD ALUM ROCK FOOD/TRANS AKA THE CORP YARD / BLDG 600	BAY ALARM TO LEAVE AS IS: (1) DMP XR200 CONTROL PANEL - BATHROOM; (1) ADEMCO BACK CELLULAR COMMUINCATOR - AT PANEL; (1) SIREN; (4) KEYPADS - OFFICE, TRANSPORTATION, FNC, PRINTSHOP; (11) DOOR CONTACTS - OFFICE DOOR, TRANSPORTATION DOOR, DRIVERS READY ROOM DOOR, DISPATCH DOOR, DIRECTORS DOOR, MAN FOOD DOOR, OHD 3 MAN DOOR, FREEZER DOOR, (2) FNC DOORS, PRINT SHOP DOOR (6) ROLL UP DOOR CONTACTS - WEST RUD, RUD 1, N RUD, SMALL RUD, (2) RUD WAREHOUSE 2; (13) MOTION DETECTORS - WAREHOUSE MIDDLE MOTION, WAREHOUSE MOTION, (2) OFFICE 3 MOTION, WAREHOUSE LEFT MOTION, WAREHOUSE RIGHT MOTION, (3) DISPATCH MOTIONS, DIRECTORS OFFICE MOTION, OFFICE 2 MOTION, SHED MOTION, TRANSPORTATION ROOM MOTION; (4) 360 MOTION DETECTORS - (2) FNC 360 MOTIONS, (2) PRINT SHOP 360 MOTIONS BAY ALARM TO MONITOR CRITICAL EVENT: (1) FREEZER TEMPERATURE - AT FREEZER	$ 137.00
4160922 (LEASED)	2800 OCALA AVE, SAN JOSE, CA 95148	ARSD OCALA SCHOOL	BAY ALARM TO LEAVE AS IS: (1) DMP XT30 CONTROL PANEL - OFFICE; (1) DMP LTE CELLULAR COMMUNICATOR - AT PANEL; (1) SIREN; (1) KEYPAD - OFFICE; (3) DOOR CONTACTS - OFFICE DOOR, (2) S1-S2 DOORS; (4) MOTION DETECTORS - OFFICE MOTION, (2) S1-S2 MOTIONS, FACULTY OFFICE MOTION BAY ALARM TO PROVIDE: NON BAY VERIFIED RESPONSE; BAY ALARM LINK APP	$ 157.88
4152522 (LEASED)	1290 BAL HARBOR WAY, SAN JOSE, CA 95122	ARSD DORSA SCHOOL AKA PORTABLE P6	BAY ALARM TO LEAVE AS IS: (1) DMP XT30 CONTROL PANEL - FRONT ENTRY; (1) DMP 3G CELLULAR COMMUNICATOR - AT PANEL; (1) SIREN; (1) KEYPAD - ENTRY; (2) DOOR CONTACTS - FRONT DOOR, REAR DOOR; (1) MOTION DETECTOR - ENTRY BAY ALARM TO PROVIDE: NON BAY VERIFIED RESPONSE; BAY ALARM LINK APP	$ 119.23
4733722 (LEASED)	1990 KAMMERER AVE, SAN JOSE, CA 95116	ARSD PRESLEY	BAY ALARM TO LEAVE AS IS: (1) DMP XT30 CONTROL PANEL - FRONT OFFICE; (1) DMP LTE CELLULAR COMMUNICATOR - AT PANEL; (1) SIREN; (1) KEYPAD - OFFICE ENTRY; (6) DOR CONTACTS - FRONT DOOR, REAR DOOR, (4) CLASSROOMS 1-4 DOORS, (5) MOTION DETECTORS - HALL MOTION, (4) CLASSROOMS 1-4 MOTIONS BAY ALARM TO PROVIDE: NON BAY VERIFIED RESPONSE; BAY ALARM LINK APP	$ 124.51
4997822 (LEASED)	2930 GAY AVE SAN JOSE 95127	ARSD ALUM ROCK CORP YARD	BAY ALARM TO LEAVE AS IS: (5) AXIS DOME CAMERAS (MONITORED) - FRONT EAST PARKING, WEST MAIN ENTRYM FRONT SHEDS, REAR ENTRY FROM SCHOOL, REAR GARAGE (3) AXIS NETWORK TALK DOWN SPEAKERS - FRONT SHED, WEST MAIN ENTRY, REAR SHED (1) 8 PORT POE SWITCH - FRONT WAREHOUSE (1) 4 P ORT POE SWITCH - REAR SHED (2) CELL GATEWAYS - FRONT WAREHOUSE, REAR SHED	$ 1,131.90
				$ 6,881.06

Authorized Signature: _____

Printed Name: ED VILLARREAL JR

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: M.O.T.-Maintenance (School/Dept.) VENDOR NO. 300218

Submitted by: Ed Villarreal, Director-Maintenance, Operations and Transportation

☑ **Independent Contract** ☐ **MOU**

☐ Master Contract

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

Name of Individual/Company: Orkin Pest Control

Address: 2151 O'Toole Avenue, Suite #50 City: San Jose State: CA Zip: 95131

Phone: (408) 890-7653 Email Address: Branch437@rollins.com

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on November 15, 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").

Orkin Pest Control will provide fumigating at the Family Resource Center (FRC) Building located at Chavez Elementary School and treating the surrounding exterior ground termites.

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

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

☑ b. **Other:** $11,979.00 (NTE) (describe rate agreement) _____

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
050	8150	0	5815	00	0000	8100	000000	450	8130	$11,979.00	

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

THIS AGREEMENT PROVIDES FOR RETREATMENT OF A STRUCTURE BUT DOES NOT PROVIDE FOR THE REPAIR OF DAMAGES CAUSED BY WOOD DESTROYING ORGANISMS.

ORKIN

Orkin Services of California, Inc.

COMMERCIAL DRYWOOD TERMITE RETREAT AGREEMENT

(Does Not Cover Subterranean or Formosan Termites)

FUMIGATION TREATMENT (DA)

1. Orkin shall fumigate and treat Customer's structure for Drywood termites using the treatment specified in the Treatment Report per Inspection Report Number _____. Customer shall receive the following Service after the original treatment is performed.
2. **ORKIN LIMITED RENEWABLE DRYWOOD TERMITE RETREAT SERVICE ("Service")**
   A. Orkin shall treat Customer's structure for Drywood termites using the treatment specified in the Treatment Report. Orkin does not guarantee that termites will never return to the treated structure ("Treated Premises"). If termites do return as indicated by evidence of a live Drywood termite infestation, Orkin will retreat that area. This Service does not provide for the repair of any damage to the structure or its contents caused by Drywood termites.
   B. **This service shall expire one (1) year from the date of initial treatment; however, it may be renewed annually by payment of the renewal fee as set forth in Paragraph 4. Following the first year of service, either party may terminate the Service at the end of a service year by giving written notice at or before the end of a service year.**
   C. Customer is required to make the Treated Premises accessible to Orkin for any inspections and treatments as Orkin deems necessary. This may include removing floor coverings, wall coverings and fixtures, for which the responsibility and costs rest exclusively with the Customer. If the Customer fails to comply with these obligations, Orkin may, at its option, terminate the Agreement.
   D. **The Customer agrees to be solely responsible for maintaining the Treated Premises free from any conditions conducive to termite infestation ("Conditions Conducive," see paragraph 10 for explanation).** If any Condition Conducive exist but is not visible at the time of the execution of this Agreement, then Orkin shall not be responsible for treating or retreating areas of the Premises where termite activity resulted from such Condition Conducive. The Customer agrees to be solely responsible for identifying and correcting Conditions Conducive. This responsibility rests exclusively with the Customer, not with Orkin. The existence of any Condition Conducive shall relieve Orkin of responsibility for treating or retreating areas of the Premises where termite activity resulted from the Condition Conducive. In addition, the existence of a Condition Conducive that was not timely corrected will permit Orkin, at its sole discretion, to terminate the Agreement or to require Customer to purchase any additional treatment required.
   E. Prior to making any structural modification or alteration (to include installation of spray foam insulation) or disturbing the soil in, adjacent to or under the Treated Premises, Customer must notify Orkin in writing and purchase any additional treatment required by the changes. The failure of Orkin to notice any such change does not release Customer from this obligation. If Customer fails to do so, Orkin will not be responsible for damages occurring after the modification, alteration or disturbance, and, at its option, Orkin may terminate the Agreement.
   F. **Orkin is performing a service and expressly disclaims any guarantee of any kind, whether expressed or implied, for any injury or damage related to the service performed. Customer expressly releases Orkin from any claim for termite damage or repair. Orkin assumes no responsibility for roof damage or shrub damage that occurs during the fumigation procedure unless caused by the sole negligence of Orkin. Orkin is not responsible for vandalism, theft or breaking and entering and any resulting personal or property damage during the fumigation and aeration procedure.**
3. **OTHER INFESTATIONS:** Customer waives and releases Orkin from any liability for any claim or damages to the structure or its contents caused by an infestation of Wood Destroying Fungi, Formosan Termites, Native Subterranean Termites, Wood-boring Beetles or any other Wood Destroying Insects.
4. **RENEWAL:** To maintain the Service, Customer shall timely pay an annual renewal fee. The annual renewal will be $ 1438. The annual renewal will not increase for three (3) years after initial treatment. Thereafter, Orkin shall have the right to increase the annual renewal fee each year by an amount not to exceed the consumer price index or by an amount not to exceed ten percent (10%), whichever is greater. If Orkin does not increase the Annual Renewal Payment in any one or more years, at any subsequent increase Orkin may cumulatively include any amount it would have been permitted to increase in that prior year or period of years.
5. **REINSPECTION:** Orkin shall reinspect the treated structure as deemed necessary by Orkin or once a year, if requested by Customer. An annual inspection will be made by Orkin if required by applicable State law or regulations. Any reinspection is separate from and independent of Customer's obligation to pay the annual renewal
6. **MEDIATION/ARBITRATION:** ***Any controversy or claim arising out of or relating to this agreement, or the services performed by Orkin under this agreement or any other agreement, regardless of whether the controversy or claim arose before or after the execution, transfer, or acceptance of this agreement, including but not limited to any tort and statutory claims, and any claims for personal or bodily injury or damage to real or personal property, shall be settled by binding arbitration. Unless the parties agree otherwise, the arbitration shall be administered under the rules of the American Arbitration Association ("AAA") and shall be conducted by AAA. If administered under the AAA rules, a claim shall be determined under the AAA supplementary procedures for consumer related disputes in cases where such procedures are applicable. Any other controversy or claim shall be determined under the AAA commercial arbitration rules. The customer and Orkin agree that the arbitrator shall follow the substantive law, including the terms and conditions of this agreement. The arbitrator's powers to conduct any arbitration proceeding under this agreement shall be limited as follows: any arbitration proceeding under this agreement will not be consolidated or joined with any action or legal proceeding under any other agreement or involving any other premises, and will not proceed as a class action, private attorney general action or similar representative action. Either party has the right to require a panel of three (3) arbitrators, but in the absence of the parties' agreement, the requesting party shall be responsible for the cost of the additional arbitrators. Either party may request at any time prior to the hearing that the award be accompanied by a reasoned opinion. The award rendered by the arbitrator(s) shall be final and binding on all parties, except that a party may within 30 days of the original award request an arbitral appeal to an appeal tribunal, constituted in the same number and by the same process as the initial arbitrator(s). The appealing party shall be responsible for the filing fee and other arbitration fees and costs subject to award by the appeal tribunal under applicable law. The appeal tribunal shall review all questions of law and fact under a clearly erroneous standard. The award of the appeal tribunal shall be final and binding. Judgment may be entered on the award in any court having jurisdiction thereof. Customer and Orkin acknowledge and agree that this arbitration provision is made pursuant to a transaction involving interstate commerce and shall be governed by the federal arbitration act. Before having recourse to arbitration, customer and Orkin each agrees to try in good faith to settle any controversy or claim by at least four (4) hours of mediation administered under the AAA commercial mediation rules with Orkin agreeing to pay the costs of the mediation. The AAA may be contacted at the toll-free number 800.778.7879, or through the following website: http://www.adr.org.***
7. **LIMITATION OF LIABILITY:** Customer expressly waives any claim for economic, compensatory, or consequential damages relating to the existence of termites or termite damage, including without limitation claims for increased costs, loss of use, business interruption, diminution of value, or any "stigma" damage due to the presence of termites or termite damages. The Customer acknowledges that Orkin is performing a service and except for any damage to the structure caused by Orkin in the performance of its services, Customer waives any claim for damages, including property damage. Customer agrees that under no circumstances shall Orkin be held liable for any amount greater than the amount paid by the Customer to Orkin for the termite service to be provided. **Nothing in this Agreement shall be construed as depriving the customer of remedies available under applicable state consumer protection laws.**
8. **LIMITED ASSIGNABILITY:** This Agreement is assignable to the new owner of the property under the following conditions: (a) the new owner presents the Orkin branch office written notice requesting that the Agreement be assigned; b) Orkin conducts, at its discretion, an inspection of the property, the results of which must be satisfactory to Orkin; (c) Orkin consents in writing to the assignment of the Agreement; and (d) the new owner pays any outstanding renewal fees.
9. **CHEMICAL INFORMATION WARNING**: Customer shall notify all persons on the premises that Orkin will be applying pesticides in and around the premises, and that virtually all pesticides have some odor which may be present for a short time after application. If Customer knows of any person on the premises who believes they have a sensitivity to pesticides or who has a medical condition affected by pesticides, then Customer shall so notify Orkin in writing. At Customer's request, Orkin will provide information about the chemicals to be used in treating the premises.
10. **CONDITIONS CONDUCIVE:** Conditions Conducive include, but are not limited to: roof leaks, improper ventilation, faulty plumbing, and water leaks or intrusions in or around the structure; inherent structural problems, including, but not limited to, wood to ground contact, masonry failures, spray foam insulation, and settlement of the foundation; other foam insulation, stucco construction, expanded polystyrene or styrofoam molded foundation systems, siding (including vinyl, wood and metal) in contact with the ground, mulch, or other protective ground covering; and firewood, trash, lumber, wood, mulch, shrubs, vines, and other protective ground covering in contact with structure.
11. **ENTIRE AGREEMENT:** This Agreement and the attached Treatment Report shall be the entire Agreement between Customer and Orkin. No other agreements, understandings or representations, whether written or oral, with respect to the Agreement shall be binding as they shall be merged into and superseded by this Agreement. Customer warrants and acknowledges that Customer has not relied on or been induced by any other agreements, understandings or representations, whether written or oral, in signing this Agreement. The terms of the Agreement stated herein may not be amended or altered unless a written change is approved and signed by a Corporate Officer of Orkin. No other employees or agents of Orkin have authority to amend or alter any part of this Agreement. If any provision or portion thereof, of this Agreement is found to be invalid or unenforceable, it shall not affect the validity or enforceability of any other part of this Agreement. Provided, however, that as to paragraph 6, MEDIATION/ARBITRATION, if the sentence precluding the arbitrator from conducting an arbitration proceeding as a class, representative or private attorney general action is found to be invalid or unenforceable then the entirety of paragraph 6 shall be deemed to be deleted from this Agreement.
12. **APPLICABLE LAW:** This Agreement shall be governed by and construed under the laws of the State of Georgia, without regard to its conflicts of laws principles.
13. **FORCE MAJEURE: (Circumstances beyond Orkin's control):** Orkin's obligations under this Agreement shall be cancelled, if Orkin cannot perform its responsibilities due to Acts of God, including, earthquakes, storms, fires, floods, pandemics, or because of a material change in circumstances including but not limited to acts of war, inaccessibility of the property, strikes, unavailability of termiticide, baits or other supplies from ordinary sources.
14. **TERMINATION BY ORKIN:** Orkin may terminate this Agreement, without notice, if the obligations set forth in this Agreement are not met by Customer, or in the event of a change in state or federal law or regulation that materially affects Orkin's obligations under this Agreement.
15. **MONEY BACK GUARANTEE: ORKIN GUARANTEES THAT IF CUSTOMER IS NOT COMPLETELY SATISFIED WITH ORKIN'S TREATMENT, ORKIN WILL REFUND CUSTOMER'S INITIAL TREATMENT CHARGE AND ANY PREPAID RENEWAL FEES IF CUSTOMER CONTACTS ORKIN IN WRITING AT THE BRANCH ADDRESS BELOW WITHIN 30 DAYS AFTER CUSTOMER'S INITIAL TREATMENT, AND ORKIN FAILS TO RESOLVE CUSTOMER'S PROBLEM WITHIN 30 DAYS AFTER RECEIVING IT. A REFUND BY ORKIN OF CUSTOMER'S INITIAL TREATMENT CHARGE AND ANY PREPAID RENEWAL FEES WILL RESULT IN CANCELLATION OF THIS AGREEMENT.**

CANCELLATION: CUSTOMER MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION.

Alum Rock Union Elementary School Dis — Customer
10/11/24 — Date
2000 Kammerer Ave — Street Address (Treated Premises)
San Jose — City
California — State
95116 — Zip Code
(408) 687-1912 — Home Phone
(408) 687-1912 — Work Phone
County Name Santa Clara — Is this within the City Limits? ☒ Yes ☐ No
Billing Name (if different)
2930 GAY AVE — Billing Address (if different)
SAN JOSE — City
CA — State
95127 — Zip Code
Type of structure to be treated

1. Service Purchased:		
a. Initial Treatment Cost	$ 11,979.00	
b. Minus Adjustments	($ 0.00)	
c. Additional Renewal for 0 Years	$ 0.00	
Subtotal (sum a - b + c)		$ 11,979.00
2. Other Items:		
a. Sales Taxes	$ 0.00	
b. Other Fees	$ 0.00	
Subtotal (sum a + b)		$ 0.00
3. TOTAL: Price (sum 1 + 2)		$ 11,979.00
4. LESS: Down Payment		($ 0.00)
5. Remaining Balance (3 minus 4)		$ 11,979.00

METHOD OF PAYMENT: ☐ FINANCED - See Separate Finance Agreement ☐ CASH ☐ CHECK # _____ ☑ PAYMENT OPTION FORM
Unpaid Balance Must Be Financed or Due Upon Completion

David Jacob Cooter — Inspector Name (PRINT)
6961216 — Employee ID # or Certification #
(408) 410-9742 — Branch Telephone Number
10/11/24 — Date
Branch Manager's Signature

2151 O'Toole Avenue Suite 50 — Branch Street Address
San Jose — City
California — State
95131 — Zip Code
10/25/24 — Date
Customer's Signature

218950POD (rev 5 23) California

OFFICE COPY

Customer Email: ed.villarreal@arusd.org

State Required Notification

1. A control service agreement is one in which a licensee conducts over a period of time regular inspections and other activities related to the control or eradication of wood destroying pests or organisms. This inspection will be made annually at the customer's request or when Orkin believes it necessary, by a Branch 3 licensee and will be limited to areas of the original infestation, except that a full inspection and a report will be made at least once every three years that the agreement is in effect. In the event of a re-infestation of the pest originally treated for, re-treatment will be limited to the area of active infestation and will include one or more of the following techniques:
    a. Fumigation
    b. Wood injection
    c. Wood application
    d. Void treatment / wall foaming
    e. Other Orkin approved method _____
2. Re-treatment will be completed within six (6) months of discovery, unless otherwise agreed to in writing by both parties. The service is limited to the building and premises shown on the attached Treatment Report as it now exists.
3. The wood destroying pests and organisms in this state that are likely to lead to infestation or infection are the following:
    a. Subterranean termites
    b. Drywood termites
    c. Damp wood termites
    d. Carpenter ants
    e. Certain wood-infesting beetles
    f. Wood destroying fungi
4. MECHANICS LIEN LAW
   Under the California Mechanics Lien Law, any structural pest control operator who contracts to do work for you, any contractor, subcontractor, laborer, supplier, or other person who helps to improve your property, but is not paid for his work or supplies, has a right to enforce a claim against your property. This could mean that after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your structural pest control operator in full if the subcontractor, laborers, or suppliers remain unpaid.
   To preserve their right to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are required to provide you with a document entitled "Preliminary Notice." Prime contractors and laborers for wages do not have to provide this notice.
   A Preliminary Notice is not a lien against your property. Its purpose is to notify you of persons who may have a right to file a lien against your property if they are not paid.

OCCUPANTS FUMIGATION NOTICE & PESTICIDE DISCLOSURE

Job Address: 2000 Kammerer Ave City: San Jose Zip: 95116

☐ Single Family Dwelling ☐ Multi Family Dwelling ☑ Other School building

Owner / Agent: Alum Rock Union Elementary School District

Telephone Number: 408-928-6872 Emergency Number: 408-687-1912

Prime Contractor: Orkin Termite & Pest Control Emergency Number: 1-866-580-1817

Fumigation Contractor: _____ Emergency Number: _____

Fumigants Proposed to be used:
☑ VIKANE (ACTIVE INGREDIENT - SULFURYL FLUORIDE)
☑ MASTER FUME (ACTIVE INGREDIENT - SULFURYL FLUORIDE)
☑ ZYTHOR (ACTIVE INGREDIENT - SULFURYL FLUORIDE)

Target Pest: DryWood termite

CHLOROPICRIN WILL BE USED AS A WARNING AGENT WITH ALL FUMIGANTS

Dates of Fumigation: 11/27/24 - 11/30/24 Dates Changed / Alternative Date: _____ Initials: [signature]

Are you aware of any conduits, pipes, common drains, air ducts, central vacuum systems or any other construction elements that would allow the passage of a fumigant from the structure to be fumigated to any other adjacent structure?

☐ NO ☑ YES Initials: [signature] Other: _____

THIS BUILDING WILL BE FUMIGATED WITH LETHAL GASES ON THE DATE(S) INDICATED ABOVE. ALL PERSONS AND ANIMALS MUST VACATE THE PREMISES ON OR BEFORE ARRIVAL OF THE FUMIGATION CREW. UNDER NO CIRCUMSTANCES CAN ANYONE ENTER THE BUILDING UNTIL THE FUMIGATION COMPANY'S NOTICE IS POSTED, GIVING THE TIME AND DATE FOR SAFE RE-ENTRY.

"State law requires that you be given the following information: CAUTION - PESTICIDES ARE TOXIC CHEMICALS. Structural pest control companies are registered and regulated by the Structural Pest Control B oard, and apply pesticides which are registered and approved *for* use by the California Department of Pesticide Regulation and the United States Environmental Protection Agency. Registration is granted when the S t a te finds that based on existing scientific evidence there a re no appreciable risks if proper use conditions are followed, or that the risks are outweighed by the benefits. The degree of risk depends upon the degree of exposure, so exposure should be minimized.

"If within 24 hours you experience symptoms of dizziness, headache, nausea, reduced awareness, slowed movement, garbled speech or difficulty breathing, leave the structure immediately and seek medical attention by contacting your physician or Poison Control Center (800-876-4766) and notify Orkin pest control (866-580-1817). The warning agent chloropicrin can cause symptoms of tearing, respiratory distress and vomiting. Entry into the space during fumigation can be fatal.

For further information, contact any of the following: Orkin Pest Control (866) 580-1817: for health questions, the County Health Department *(see below)*; for application information, the County Agricultural Commissioner *(see below)*; and for regulatory information, the Structural Pest Control Board (800-737-8188, 1418 Howe Avenue, Suite 18, Sacramento CA 95825).

For Health Questions:

POISON CONTROL CENTERS - ALL OF CALIFORNIA (800) 876-4766	STRUCTURAL PEST CONTROL BOARD (800) 737-8188	
COUNTY	HEALTH DEPARTMENT	AGRICULTURAL COMMISSIONER
ALAMEDA	510-267-8000	510-670-5232
CALAVERAS	209-754-6460	209-754-6504
CONTRA COSTA	925-957-5400	925-646-5250
EL DORADO COUNTY	530-621-6100	530-621-5520
MARIN	415-473-3696	415-473-6700
MERCED	209-381-1010	209-385-7431
MONTEREY	831-755-4500	831-759-7325
NAPA	707-253-4279	707-253-4357
NEVADA	530-265-1450	530-273-2648
PLACER	530-886-1870	530-889-7372
SACRAMENTO	916-875-6091	916-875-6603
SAN BENITO	831-537-5367	831-637-5344
SAN FRANCISCO	415-252-3800	415-252-3830
SAN JOAQUIN	209-468-3400	209-953-6000
SAN MATEO	650-363-4305	650-363-4700
SANTA CLARA	408-918-3400	408-918-4600
SANTA CRUZ	831-454-2022	831-763-8080
SOLANO	707-784-8600	707-784-1310
SONOMA	707-565-6565	707-565-2371
STANISLAUS	209-525-6700	209-525-4730
YOLO	530-666-8645	530-666-8140

I hereby acknowledge receipt of a copy of this document as well as a list that includes the instructions for the necessary preparations for the fumigation, procedures for leaving the structure and the following documents: **CHECK ALL WHICH APPLY**

☑ Roof Release ☑ Plant Release ☐ Neighbor Release ☑ Fumigant Fact Sheet ☑ Food Bagging Responsibilities
☑ Fumigation Instruction Sheet ☑ Subcontractor Agreement ☑ Connecting Structures ☑ Chloropicrin

We suggest youv notify the nearby neighbors of the date of fumigation and keep pets away during fumigation. Close off any open access to subarea(s) to prevent pets from entering.

Owner / Agent Signature: [signature] Date: 10/11/24

Occupant(s) Signature: _____ Date: 10/11/24

Customer Email: ed.villarreal@arusd.org

FUMIGATION INSTRUCTION SHEET

Remove from the structure to be fumigated all persons, domestic animals, pets, including fish, and desirable growing plants Remove mattresses (except waterbeds) and pillows completely enveloped in waterproof covers If it is not removable it will need to be completely removed from the structure Food, feed, drugs, and medicinals (including those items in refrigerators and freezers) can remain in the structure if they are in plastic. glass, or metal bottles, cans or jars with the original manufacturer's air-tight seal intact. Food, feed, drugs and medicinals (including those items in refrigerators and freezers) not in plastic. glass or metal bottles, cans, or jars with original manufacturer's air-tight seal intact, need to be removed from the fumigation site, or double bagged in Nylofume* bags

NOTE: Extinguish all flames, including pilot lights of water heaters, gas refrigerators, ranges, ovens, broilers, etc Turn off or unplug all electrical heating elements such as those in heaters, pianos, organs, etc Shut off automatic switch controls for appliances and lighting systems which will be included in the space to be fumigated.

NOTE: It is the responsibility of the owner, manager or designated agent of the building(s) for multiple-family dwellings to notify all building occupants of the fumigation dates, precautions and preparation procedures

NOTE: It is the responsibility of the homeowner to have the items listed above removed.

NOTE: Soil should be soaked with water at least 12" from foundation outward This can be done the evening before, and may help to protect plants from damage. All trees, bushes, ivy, and other plants must be cut back a minimum of 12" around the perimeter of the structure. Remove all plants from under patio covers and attached decks

NOTE: If you will be leaving a car in the garage. we will need complete access to the vehicle including the trunk. Our crews must fumigate several structures in various locations each day, therefore **THE TIME THAT ANY FUMIGATION IS SCHEDULED FOR IS APPROXIMATE ONLY.** Read. sign, and date all documents ahead of time Please be prepared to vacate the premises when the fumigation crew arrives As required by law, our personnel will need complete access to all areas of the structure to be fumigated, including all closets, cabinets, rooms, and/or sheds during the entire procedure Make arrangements with your **Termite Inspector to leave keys and signed paperwork in a designated location** if it is more convenient for you

IF WE DO NOT HAVE THE NECESSARY SIGNED FORMS AND KEYS TO THE STRUCURE AT THE PROPERTY THE DAY OF THE FUMIGATION, WE WILL CANCEL THE FUMIGATION.

NOTE: Care will be taken during fumigation to avoid any possible roof or plant damage. However, in the case of old. brittle wood shingles, tile, metal, composition, or simulated tile there is always the possibility of some breakage Where climbing plants and vines must be detached from buildings or trellises removed, damage may be unavoidable. Plants that are too close to the building to allow proper sandbagging of the tarps may be damaged. The tape we use will not peel paint that is properly applied. We assume no responsibility for damages resulting from these conditions.

Under no circumstances can anyone enter the building until the fumigation company's notice is posted giving the time and date for safe re-entry. The company does not provide on-site security and does not assume any responsibility for the care and custody of the properly in the event of vandalism or breaking and entering. The company requests that all valuables such as jewelry, coins, collections, cash, art objects and other items or value be removed prior to fumigation.

Electricity must be on or available during the entire fumigation: Utility gas will be shut off and re-lit by the fumigation company unless otherwise instructed We will attempt to restore gas to all appliances, if any problems arise and a unit cannot be re-lit we will attempt to leave a note You will need to contact your local gas company to correct the problem We will not be responsible for appliances that cannot be re-lit due to old or faulty equipment.

Fumigation's cannot begin during inclement weather. In case of rain or strong winds, the fumigation may have to be postponed to a later date

Owner(s) / Agent Signature	10/11/24 Date	Orkin Representative	10/11/24 Date

Waiver, Release and Discharge of Claims for Break-In or Vandalism

Customer Name: **Alum Rock Union Elementary School** Date of Fumigation: 11/27/24 - 11/30/24

Property Address: **2000 Kammerer Ave** City **San Jose** Zip 95116

Orkin does not provide on-site security during a fumigation service. The customer should, therefore, consider implementing appropriate security measures while you are away from your property. Some suggested measures would include:

- Hiring on site security.
- Taking valuables such as money, jewelry, credit cards, and important documents, with you to a secure location.
- Making arrangements to set your home alarm. Coordination with the service provider will be required for systems with motion detectors and to adjust for windows that are required to be left cracked open during the process.
- Contacting your local law enforcement and request extra patrols of your property while you are away.
- Contacting your neighborhood watch or trusted neighbors and request extra vigilance in monitoring your property while you are away.
- Driving by your property several times during the fumigation process, especially later in the evenings and early mornings. Notify the police of any unusual observations immediately.

I acknowledge that Orkin does not provide on-site security during a fumigation service and I have been advised of the suggested security measures listed above. I understand that Orkin Services of California, Inc. and _____ are not liable in the event of a break in or other vandalism
Fumigation Provider
occurs during the fumigation process.

Signature of Orkin Inspector

Signature of Owner, Occupant, or Authorized Agent

10/11/24
Date

Signature of Branch Manager

OWNERS NAME: Alum Rock Union Elementary School District

ADDRESS OF FUMIGATION: 2000 Kammerer Ave San Jose, CA 95116

INSPECTORS SIGNATURE:

ROOF RELEASE

I (We)Alum Rock Union Elementary School, Owner(s) of the property listed above expressly release Orkin Pest Control Company from any and all responsibility for any damage done to roof covering as a result of covering my (our) property for the purpose of fumigation for Drywood Termites. It has been explained to me (us) that it will be necessary for workmen to walk on the roof in order to prepare the building for injection of fumigants. Orkin and/or its subcontractor will exercise all possible care and caution while on the roof, but damage to roof covering material, awnings, and patio covering is possible. By my (our) signature below, I (we) release Orkin and/or its subcontractor from any and all responsibility for damage to the roof.

Type of Roof: *(Check all which apply)*

☐ Composition ☐ Rolled Composition ☐ Tile ☐ Shake ☐ Shingle ☐ Cal Pac

☐ Simulated Tile ☐ Metal Covering ☐ Rock & Tar ☑ Other Membrane roofing

Owner(s) / Agent Signature

10/11/24
Date

PLANT RELEASE

I (We) have been advised that the fumigation process of my (our) structure may cause damage to plants in or around the structure.

With full knowledge thereof, I (we) hold harmless Orkin Pest Control from the entire risk of damage to plants during the course of fumigation of this structure.

Owner(s) / Agent Signature

10/11/24
Date

FOOD BAGGING RESPONSIBILITIES

Please be advised that it is the responsibility of the owner/tenant to properly bag all items listed on the food bagging preparation sheet. Orkin is required by law to discard any items not properly bagged. Orkin accepts **no** responsibility for these items. Should you have any questions regarding the instruction sheet, or require additional bags, please contact our fumigation department at **1-866-580-1927.**

Owner(s) / Agent Signature

10/11/24
Date

*** CONNECTING STRUCTURES OR ELEMENTS ***

Do you as owner, occupant, contractor or Realtor have any knowledge of any apparatus or equipment located on the ground, underground or overhead which might allow the fumigant to travel from the building(s) being fumigated to any adjacent occupied structure? These means of connections may include, but not be limited to, underground electrical conduit, underground plumbing lines which are not sealed with water, overhead conduits which are connecting one building to another and connecting central vacuum systems. If two or more buildings are connected by any of these means and it is not possible to contain the fumigant in the desired structure, it will be necessary to vacate the non-fumigated structure. All preparations and instructions such as food removal or bagging and all other instructions must be followed as well. Under no circumstances will the adjacent connected non-fumigated building be allowed to remain occupied.

If you have any unusual situations similar to those described, or questions about the safety or use of fumigants, please be assured that fumigators are all State licensed and any information or questions should be referred to them.

If you intend on staying on the property in a building not being fumigated and are not certain if there are any connecting elements, please leave the property and stay elsewhere.

Owner(s) / Agent Signature

10/11/24
Date

****

ADDITIONAL STATEMENT CONCERNING THE WARNING AGENT (CHLOROPICRIN)

As required by law, a warning agent is introduced along with the fumigant to serve as an evacuating agent and to prevent re-entry until such time. As the structure is certified for re-occupancy. Anyone suffering from respiratory illness, or persons extremely sensitive to airborne irritants may need to remain out for an additional 24 hours. This is especially the case in fumigation 's performed in cold or inclement weather.

If you have any questions or concerns, please contact our office at **1-866-580-1927.**

Owner(s) / Agent Signature

10/11/24
Date

THINGS FOR WHICH YOUR FUMIGATOR CANNOT BE RESPONSIBLE

- Broken roof shingles or tiles, patio covers, gutters, antennas, electrical wires or solar heater panels
- Damage caused by the application and removal of tape to a painted or plaster surface of the structure
- Vandalism, theft or breaking and entering at the structure (The structure is not guarded during the fumigation period. At your option you may guard the structure yourself or you may make arrangements to hire a guard service.)
- Damage to trees, shrubs or plants due to breakage or exposure to the fumigant
- Damage to plant and vine trellises
- The weather, which may delay the fumigation if unsafe conditions such as high wind or lightning are present or expected or if low temperatures occur that would make the fumigant less effective.
- Damage to doors that must be secured by nailing shut that cannot be properly locked

THINGS YOU SHOULD TELL YOUR FUMIGATOR

- Advise your fumigator if there are any connections between the structure and another structure such as conduits, ducting, drain lines, vacuum lines or tunnels that could possibly allow the passage of fumigant from the fumigated structure to another structure. Severe injury or death could result.
- Normally, all operable windows will be opened by your fumigator after the structure is tented and will remain open until the initial aeration procedure is completed. Let your fumigator know if any windows cannot be opened.

AFTER THE FUMIGATION IS COMPLETED

- Do not attempt to reenter or reoccupy the structure until you are told by your fumigator that the structure is clear for reentry.
- If you are interested or concerned, you should ask your fumigator to show you the records of how your structure was aerated before it was cleared for reentry.
- It is not necessary to wash dishes, linens or clothes exposed to Zythor.
- You may wish to increase ventilation of your structure by opening doors and windows for a period of time after your return. This may reduce the chances of encountering any residual chloropicrin warning agent.

Structure Occupant Acknowledgement

I certify that all items on this Preparation Checklist applicable to my structure have been completed:

Signature: _____

Date: 10/11/24

If you have any questions, please contact your fumigator at:

_____

_____



zythor

Structural Fumigant

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

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

Submitted by: Anthony Colonna, Director Special Education

☑ **Independent Contract** ☐ **MOU**

☐ Master Contract

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

Name of Individual/Company: Mind by Design, Inc.

Address: 51 E. Campbell Ave #110 City: Campbell State: CA Zip: 95008

Phone: (669) 282-2510 Email Address: info@themindbydesign.com

SSN: _____ or Fed I.D. #: 86-2419901

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on November 15, 2024, and will diligently perform as required and complete performance by ~~June 30, 2025~~, 20____, 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").
Mind by Design will conduct an Independent Psycho-educational Evaluation (IEE) along ~~with a Speech and Language Evaluation per parent request.~~

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

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

☑ b. **Other:** $11,100 (describe rate agreement) Psycho-educational = $7,500 + Speech & Language Evaluation = $3,600 = 11,100

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
080	6500	0	5815	00	5001	1190	000000	380	1820	11,100	11/5/24
											MB 11/5/24

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

Mind by Design

2024/2025 Rate Sheet

Clinicians at Mind by Design, Inc. are credentialed school psychologists and licensed educational psychologists. Additionally, Mind by Design, Inc. employs licensed clinical psychologists, licensed speech and language pathologists, and credentialed special education teachers. All clinicians/specialists hold licenses and credentials that allow them legally, to conduct Independent Educational Evaluations (IEEs) within their scope of practice.

IEEs include the following:

- Review of records
- Interviews with parents, school personnel, and other professionals involved with the student
- On-campus observation
- Standardized assessment at MBD clinic office
- Test interpretation and report writing
- Written report to family and school district
- Attendance at 1 IEP meeting

IEE rates are as follows:

Evaluation Type	**Cost**	**Cost if District Requires $1,000,000/$3,000,000 SAM Insurance**
Psycho-educational Evaluation (includes achievement)	$7500	$8000 (additional $700 if additional insured is needed for SAM)
Speech and Language	$3600	$4100
Transition Assessment	$3000	$3500
Academic Achievement	$3000	$3500

IEEs are conducted at our clinic in Campbell, CA. All contracted evaluations will be conducted in person at the school site.

Mind by Design, Inc.
51 E Campbell Ave Suite 110
Campbell, CA 95008
info@themindbydesign.com

14.09

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

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

Subject: **ACCEPTANCE OF MEMORANDUM(S) OF UNDERSTANDING**

Staff Analysis:
The District has received the following Memorandum(s) of Understanding as summarized on the sheet(s) dated November 14, 2024

Recommendation:
Staff recommends acceptance of the following memorandum(s) of understanding. MOU details are on file in the Purchasing Office.

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

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

To the Board of Trustees:

Recommend Approval

14.09
Agenda Placement

Meeting: November 14, 2024
Regular Board Meeting

German Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by:_____ Seconded by:_____

Approved: _____ Not Approved: _____ Tabled:_____

MEMORANDUM(S) OF UNDERSTANDING

SCHOOL/ DEPARTMENT	DATE OF SERVICE	CONSULTANT NAME	COST	PURPOSE
Academic Services/VAPA Emily McChristian	11/15/2024-12/17/2024	San Jose State University	$9,997.50	San Jose State will provide ARUSD and SJSU use of facilities for the Winter VAPA Showcase. The event date is December 17, 2024 and includes venue space and staffing. Approximately 600 students will participate in the VAPA showcase. Funding: General
Child Nutrition Services Denisse Mendez	11/01/2024-10/31/2027	Loaves & Fishes Family Kitchen	No Cost	Child Nutrition Services will partner with Loaves and Fishes to recover NSLP program edible foods that would otherwise be disposed of to meet SB 1383 food recovery program requirements. Funding: General
Child Nutrition Services Denisse Mendez	11/15/2024-06/30/2028	The Regents of the University of California	No Cost	The Regents of the University of California will provide and support delivery of nutrition education and related subject matter to promote healthy living and active lifestyle to students and parents in the district. Funding: Restricted
M.O.T. Ed Villarreal	11/15/2024-06/30/2026	Liquidity Services Operations LLC DBA: GovDeals	No Cost	Liquidity Services Operations will maintain and operate an online auction system so that the district can post surplus assets, excluding land and building, for sale for potential buyers to bid on. Funding: General

MEMORANDUM(S) OF UNDERSTANDING

Social Emotional Learning Dr. Annya Artigas	11/15/2024- 06/30/2025	Alia	$61,952.00	Alia will provide ongoing professional development via a training of trainers model. This will consist of a 7-month engagement of the following: Trauma Competency Lab, Trauma Competency Intensive, and Project Kick-off; culminating in a team of 10 internal employees continuing the work thereafter on behalf of ARUSD. Additional services to include 8 hours of virtual grief & loss support for school district drop-ins on 10/31/24 and 11/1/24. Funding: Restricted and General
Social Emotional Learning Dr. Annya Artigas	10/11/2024- 06/30/2025	Pacific Clinics	No Cost	Contract Extension: CO 257745, Board Approved October 10, 2024. Add a Business Associate Agreement to original MOU with Superintendents signature. Funding: General
State & Federal Dr. Kiela Jimenez	07/01/2024- 06/30/2029	SCCOE - Foster Youth Transportation Plan	No Cost	SCCOE FYSCP will offer transportation to foster youths in order to maintain the foster youths in their school of origin. Transportation will be provided, arranged and funded for the duration of their time in foster care. Funding: General
State & Federal Dr. Kiela Jimenez	10/01/2024- 06/30/2025	SCCOE - Most Holy Trinity School	$8,300.00	SCCOE will provide Most Holy Trinity School 5 (60 min) Custom PD's and Bank 13 Coaching hours. Funding: Restricted

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: **Purchasing** Contract No.: _____ Vendor No.: 010553

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

☑ **MOU** (negotiated Agreement) ☐ **MASTER CONTRACT PARTICIPATION**

☐ Exhibit B & C (Fingerprinting and TB Test) ☐ Scope of Work/Proposal

Note: All Contracts over $5,000 require pre-approval, and a Board Policy Memo for Contracts $100,000 and over.

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

Name of Individual/Company: San Jose State University (SJSU)

Address: One Washington Square City: San Jose State: CA Zip: 95192-00

Phone: (408) 924-4673 Email: _____

SSN: _____ Fed I.D. #: _____

CONTRACT TERM: start dates November 14,2024 end date December 17,2024

CONTRACTOR'S OBLIGATION:

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

SJSU will provide ARUSD & SJSU use of facilities for the Winter VAPA Showcase. The event date is December 17,2024 and includes venue space and staffing. Approximately 600 students will participate in the VAPA showcase.

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

____ a. **Fee Rate:** $_____ per _____ Not to Exceed _____ of services.

X b. **Other:** $ $9,997.50

Describe other related costs: _____

BUDGET CODE:

FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SB-OB 00	GOAL XXXX	FCTN XXXX	CST-CTR XXXXXX	LOC XXX	PROG XXXX	$ AMOUNT	ACCOUNTANT INITIALS
010	0000	0	5610	00	1110	4000	000000	310	5260	9,997.50	11/4/24

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: Emily Mallen Date: 10/22/24

Director of Fiscal Services: [signature] Date: 11/4/24

Asst. Supt., of Business Services: [signature] Date: 11/5/24

Superintendent: _____ Date: _____

SJSU | STUDENT UNION

Event Services
Student Union - Event Services
One Washington Square
San Jose CA 95192
United States
4089246300

Event Confirmation

Group

Emily McChristian
Alum Rock Union School District

Reservation: 27270

Event Name:	Winter Visual And Performing Arts Showcase
Status:	Confirmed
Phone:	928-6524
Email Address:	emily.mcchristian@arusd.org
Estimated Attendance:	750

Bookings / Details	Quantity	Price	Amount

Signature is required on the Event Confirmation prior to your event date to secure all services. Please sign and send to the Event Manager you are working with.

If event is cancelled 5 business days or less prior to event date, client will be responsible to pay for all labor scheduled and any special Audio Visual and event equipment whereby expenses were incurred. Please let us know if you have any questions. We look forward to working with you and making your event a success!

Tuesday, December 17, 2024

5:30 PM - 7:30 PM Winter Visual And Performing Arts Showcase (Confirmed) SU01 Meeting Room 1B
Reserved: 3:30 PM - 8:00 PM
Theater

Room Charge: ($370.00 per Half Day)	1	$370.00	$370.00

5:30 PM - 7:30 PM Winter Visual And Performing Arts Showcase (Confirmed) SU01 Meeting Room 2A
Reserved: 3:30 PM - 8:00 PM
Theater

Room Charge: ($320.00 per Half Day)	1	$320.00	$320.00

5:30 PM - 7:30 PM Winter Visual And Performing Arts Showcase (Confirmed) SU01 Meeting Room 2B
Reserved: 3:30 PM - 8:00 PM
Theater

Room Charge: ($320.00 per Half Day)	1	$320.00	$320.00

5:30 PM - 7:30 PM Winter Visual And Performing Arts Showcase (Confirmed) SU01 Meeting Room 3A
Reserved: 3:30 PM - 8:00 PM
Theater

Room Charge: ($320.00 per Half Day)	1	$320.00	$320.00

5:30 PM - 7:30 PM Winter Visual And Performing Arts Showcase (Confirmed) SU01 Meeting Room 3B
Reserved: 3:30 PM - 8:00 PM
Theater

Room Charge: ($320.00 per Half Day)	1	$320.00	$320.00

5:30 PM - 7:30 PM Winter Visual And Performing Arts Showcase (Confirmed) SU01 Meeting Room 4
Reserved: 3:30 PM - 8:00 PM
Theater

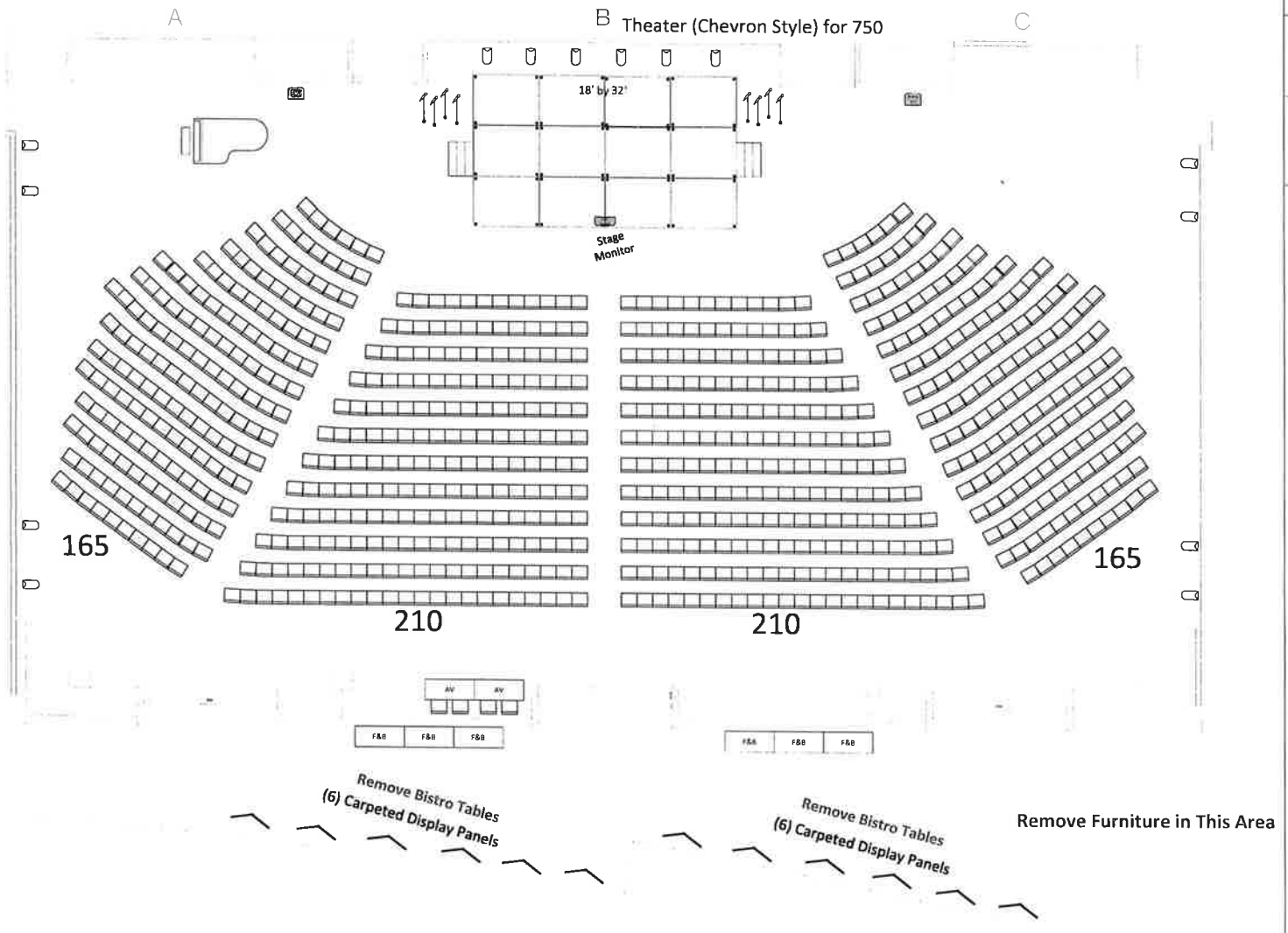
Room Charge: ($550.00 per Half Day)	1	$550.00	$550.00
[832-931] AV Services:			
Meeting Room Microphone Package (includes 2 Mics)	1	$45.00	$45.00

010-0000-0-5610-00-1110-4000-000000-310-5260

Bookings / Details	Quantity	Price	Amount
Less 100% Discount			-$45.00
Meeting Room Microphones: 2 Microphones			
Meeting Room LCD Projector	1	$100.00	$100.00
Less 100% Discount			-$100.00
[899-931 Technicians/Services:			
3:00 PM - 8:00 PM AV Tech Operator			
AV Operate(5 hours @ $21.00/hr)	1	$105.00	$105.00
(1) AV Tech Op for Meeting Room 4			
5:30 PM - 8:00 PM Winter Visual And Performing Arts Showcase (Confirmed) SU01 SU Ballroom A, B & C			
Reserved: 10:00 AM - 9:30 PM			
Room Charge:	1	$4,700.00	$4,700.00
Ballroom Rental 10am-6pm @8hr = $4000 + 6pm-9:30pm @3.5 hr x $200 = $700			
[832-931] AV Services:			
Medium Concert PA System - 32 Channel Mixer	1	$450.00	$450.00
32 Channel Mixer/2 Speakers/(includes 8 mics)			
Audio Monitor	1	$50.00	$50.00
Up Lighting Package - 14	1	$140.00	$140.00
[899-414] After-hours fees:			
8:00 PM - 9:30 PM After-hours Event			
[899-414] Event Time after-hours(1.5 hours @ $75.00/hr)	1	$112.50	$112.50
After-hour Fee 8pm-9:30pm = 1.5 hr			
[899-414] Building Services:			
10:00 AM - 5:00 PM Ballroom Setup			
Building Supervisor(7 hours @ $18.70/hr)	5	$130.90	$654.50
12/16/24 Ballroom, Lobby & Stage Setup			
[899-414] Building Services:			
10:00 AM - 4:00 PM Ballroom Strike			
Building Supervisor(6 hours @ $18.70/hr)	5	$112.20	$561.00
12/18/2024 Ballroom, Lobby & Stage Strike			
[899-414] Building Services:			
5:30 PM - 8:00 PM Food & Beverage			
Food & Beverage Service Fee - Ballroom	1	$300.00	$300.00
[899-931 Technicians/Services:			
10:00 AM - 3:00 PM AV Setup			
AV Setup Technician(5 hours @ $21.00/hr)	3	$105.00	$315.00
[899-931 Technicians/Services:			
3:00 PM - 9:30 PM AV Tech Operator			
AV Op/Strike(6.5 hours @ $21.00/hr)	3	$136.50	$409.50

Subtotal	$9,997.50
Grand Total	$9,997.50

STUDENT UNION BALLROOM



EVENT SPONSOR:	MAIN CONTACT:
ALUM ROCK UNION SCHOOL DISTRICT	**EMILY MCCHRISTIAN (408) 928-6524** **ANDREA GONZALEZ (408) 928-6578**
EVENT NAME: **WINTER VISUAL & PERFORMING ARTS SHOWCASE**	EVENT DATE: **12/17/2024** SET UP: **12/16/2024**

EVENT TIMES:

PRE: **10:00AM** REG: **4:00PM** START: **5:30PM**

END: **8:00PM** POST: **9:30PM**

SET UP INFO

STAGE:

- **18' BY 32' STAGE W/NO ADA RAMP**
- **CLIENT TO BRING OWN RISERS (SETTING RISERS UP STAGE W/BAND SET UP DOWN STAGE)**
- **BABY GRAND PIANO SET UP OFF STAGE RIGHT AS PER DIAGRAM**

FLOOR:

- **THEATER (CHEVRON STYLE) FOR 750**

OPS TEAM:

- **CLEAN AND PREPARE GREEN ROOM**
- **GREEN ROOM ACCESS @10:00 A.M.**

NOTE: **NO HELIUM BALLOONS ALLOWED IN THE BALLROOM OR ANYWHERE IN THE STUDENT UNION**

CATERING:

- **(6) F&B TABLES IN LOBBY AND (2) F&B TABLES IN WEST WING AREA (SEE WEST WING DIAGRAM)**
- **SEE PART 2 DIAGRAM – WEST WING AREA**
- **PRE-PACKAGED SNACKS – TBD – CONFIRM WITH CLIENT**

LOBBY:

-12 GREY CARPETED DISPLAY PANELS DIMENSIONS ARE 6'X6' FOR ART WORK, CAN ONLY USE STRAIGHT PINS OR PAINTERS TAPE TO ATTACH ART WORK TO DISPLAY PANELS.

AV INFO:

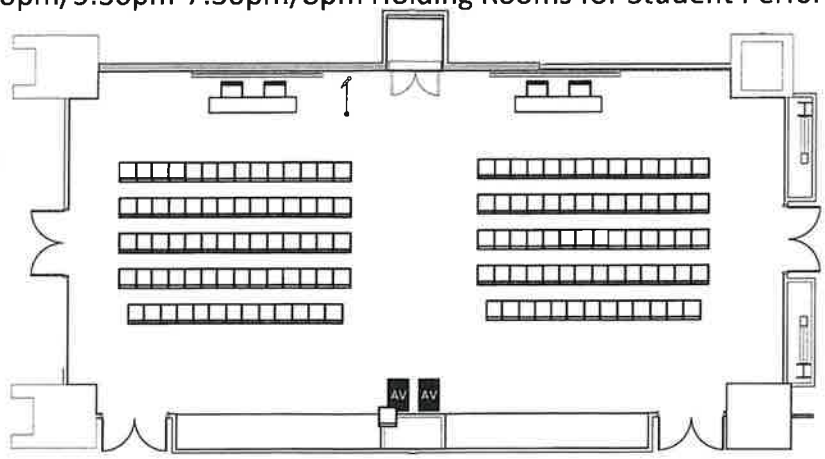
- **AUDIO: (8) HH MICROPHONES ON STANDS FOR CHOIR, PERFORMERS MUSIC CAN BE PROVIDED VIA MP3 FILES OR WHATEVER AV NEEDS, ASK ERICK HOW HE WANTS THE AUDIO FILES PROVIDED – AV LAPTOP @AV STATION W/DI- BOX FOR BACKGROUND MUSIC FOR WALK-IN/WALK-OUT (AV PLAYLIST – HOLIDAY INSTRUMENTAL MUSIC– TOUCH BASE WITH CLIENT), VARIOUS SCHOOLS PERFORMING, LIVE SCHOOL BAND, CHOIR, MARIACHI BAND PERFORMING, ALL WILL USE MICROPHONES, KEYBOARD W/DI-BOX FOR AMPLIFICATION, MEDIUM CONCERT PA SYSTEM (TBD), MIXING CONSOLE, (1) STAGE MONITOR FOR PERFORMERS. SEND ALL MEDIA FILES TO ERICK.CAMPOS@SJSU.EDU AND SHANON.JURADO@SJSU.EDU**

- **VIDEO: NO VIDEO PROJECTION REQUIREMENTS**

- **LIGHTING: GENERAL STAGE WASH, (6) UP LIGHTS BEHIND STAGE (COLORS: TBD (ASK CLIENT) – ERICK: CAN THE UP LIGHT COLORS BE CHANGED IN BETWEEN SCHOOLS PERFORMANCES AS EACH SCHOOL WILL BE PERFORMING AND THEY HAVE DIFFERENT SCHOOL COLORS, (4) UP LIGHTS ON WEST & EAST WALLS, (COLORS: TBD)**

12/17/2024 / Alum Rock Union School District / Meeting RMs 1B,2A,2B,3A,3B, & 4
3:30pm/5:30pm-7:30pm/8pm Holding Rooms for Student Performers

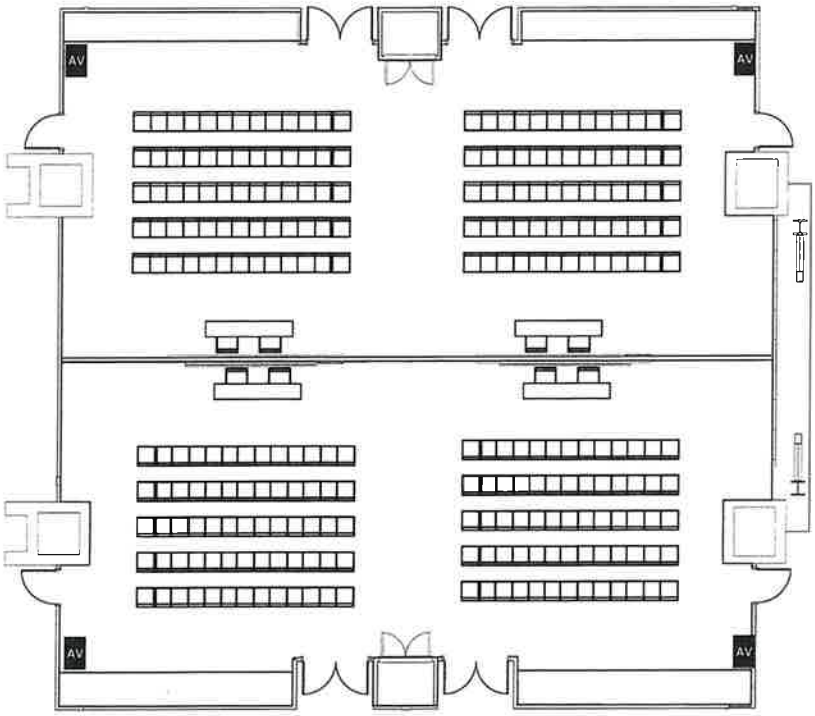
Theater Style for 138
AV: LCD Projector,
Client's Laptop
1 HH Microphone



4A 4B

3A 3B

Theater Style 65
Holding Rooms
for Student
Performers

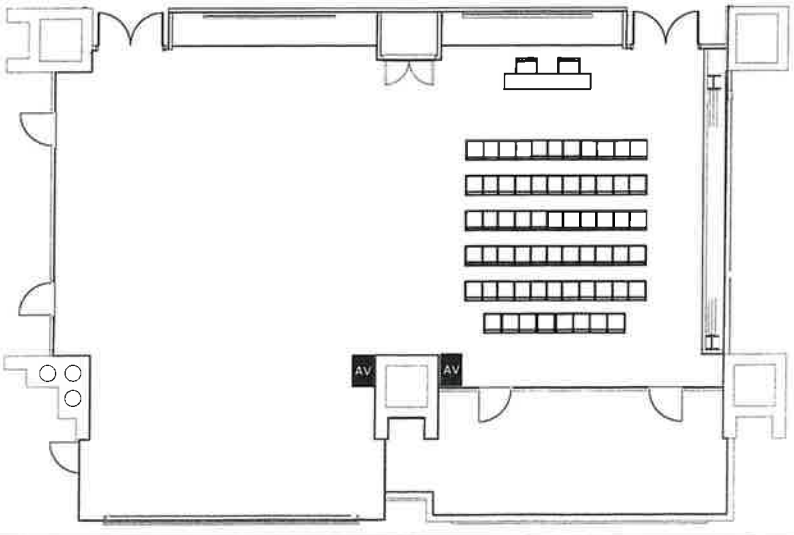


Theater Style 65
Holding Rooms
for Student
Performers

Theater Style 65
Holding Rooms
for Student
Performers

2A 2B

1A 1B



Theater Style 63
Holding Rooms
for Student
Performers

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Child Nutrition Services (School/Dept.) VENDOR NO. 301386

Submitted by: Denisse Mendez

☐ **Independent Contract** ☐ Master Contract ☑ **MOU**

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

Name of Individual/Company: Loaves & Fishes Family Kitchen

Address: 1500 Berger Drive City: San Jose State: CA Zip: 95112

Phone: (408)922-9085 Email Address: lauren@loavesfishes.org

SSN: _____ or Fed I.D. #: 77-0370874

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on October 1, 20 24, and will diligently perform as required and complete performance by ~~July 30~~, 20 26, 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").
Child Nutrition Services will partner with Loaves and Fishes to recover NSLP program ~~edible foods that would otherwise be disposed of to meet SB 1383 food recovery~~ program requirements.

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

☐ a. **Fee Rate:** $ 0.00 per hour/day of service as may be requested by ARUESD, not to exceed a maximum of _____ hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.

☑ b. **Other:** $ No Fee (describe rate agreement) MOU with no fee associated with contract

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	3700	000000	480	7221	Master $0	10/29/24

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

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LOAVES & FISHES
FAMILY KITCHEN

About Loaves & Fishes Family Kitchen

Founded in 1980, the mission of Loaves & Fishes Family Kitchen is to provide hot and nutritious prepared meals, delivered and served to feed hungry and homeless families, children, seniors, veterans, students, and disabled individuals throughout our Bay Area community. All Are Welcome, No Questions Asked. Our vision is ambitious. We want to create as many avenues as possible to ensure that anyone in need of a meal in our community has access to nutritious and high-quality food. We provide all of our services free of charge. Loaves & Fishes partners with 35 agency partner locations to recover nutritious meals and serve more than 45 nonprofit and community organization locations, including meal service sites, low-income senior centers, community centers, shelters, transitional programs for the homeless, faith-based organizations, schools, and after-school programs. Loaves & Fishes operates two centralized kitchens in Morgan Hill and has a fleet of 12 trucks, including 8 specialized hot/cold temperature-controlled delivery trucks.

Background of A La Carte

In 2019, Loaves & Fishes Family Kitchen integrated our A La Carte Food Recovery Program into our portfolio of services to feed hungry and homeless individuals throughout Santa Clara and San Mateo counties. A La Carte is a unique and innovative program designed to change how food recovery is approached while addressing hunger and waste. Performing all aspects of the program's operations — from partnership development and support, to delivery and distribution — Loaves & Fishes expects to deliver over 1.9 million meals each year. A La Carte extends services to include food recovery — a growing component in feeding our hungry and homeless neighbors in need.

The A La Carte Food Recovery Program is a fleet of trucks that drive throughout the Bay Area collecting surplus prepared and packaged food from corporate and university campuses, cafeterias, commissaries, grocery stores, and catered events and delivers them directly into neighborhoods with high-density populations of people in need. A La Carte offers a no-cost, convenient, and dignified experience as people struggle to feed themselves and their families. This program brings together for-profit companies who donate their excess food to feed hungry people while reducing food waste and greenhouse gas emissions, and our nonprofit and public school partners who do the important work of feeding the food insecure population of Silicon Valley.

1500 Berger Dr., San Jose, CA 95112 / 408-922-9085

LOAVES & FISHES
FAMILY KITCHEN

Our Successes

To date, we recovered more than 2.7 million pounds of food and distributed over 2.2 million meals through our A La Carte program. This has resulted in the reduction of 2,863 metric tons of Greenhouse Gas (GHG) emissions since July 2019. A La Carte currently distributes family-sized portions of prepared meals to schools and community centers in Cupertino, East Palo Alto, Menlo Park, Mountain View, Sunnyvale, and San Jose. In fiscal year 2022-2023, A La Carte diverted 485,000 meals from landfills utilizing our food truck service delivery model — a first of its kind in the United States.

Memorandum of Understanding- Food Recovery Agreement

The Parties to this Agreement are Alum Rock Union School District, herein called "Commercial Edible Food Generator," (CEFG) and **Loaves& Fishes Family Kitchen** herein after called "Food Recovery Organization (FRO)."

The (CEFG) wishes to provide its edible food that would otherwise be disposed to (FRO) pursuant to the terms of this Agreement. This Agreement is effective November 1, 2024 to October 31, 2027 .

THE PARTIES AGREE as follows:

Section1: Food Safety and Allowable Foods

1.1 **FOOD SAFETY PROTOCOLS AND ALLOWABLE FOODS**

Both (FRO) and (CEFG) will maintain compliance with all federal, state, and local regulations for safe food handling and food safety record-keeping requirements before and during transportation, storage, and handling. When applicable, (CEFG) shall always maintain all licenses and permits required by the State of California and any other governmental

1500 Berger Dr., San Jose, CA 95112 / 408-922-9085

authorities, including, without limitation, local and municipal governmental authorities, to operate a food establishment in accordance with the services provided by (CEFG).

In the event of a food recall, (CEFG) will notify (FRO) o f the specifics of the recalled items listed within the notice. All food advisories, warnings, and recalls, including voluntary recalls, must be handled in compliance with all issued local, State, and Federal instructions. *See Attachment A.*

1.2 FOOD LABELING

Proper food labeling is an integral part of food safety. All prepared food items intended for donation should be labeled with the date of preparation so that safe food choices can be made in the handling and distribution of that food.

1.3 CONDITIONS FOR REFUSAL

(FRO) reserves the right to refuse food at any time if it meets the conditions for refusal. Conditions for refusal of food include but are not limited to food safety concerns, improper storage, provision of items not agreed upon for Food Recovery, lack of transportation capacity or storage space, and/or food not currently needed by (FRO). If (FRO) is not able to pick up an available donation due to the capacity of the vehicle, another vehicle from Loaves & Fishes Family Kitchen may collect donated food at a separate scheduled time. These details will be communicated to the (CEFG) at the time of the donation pickup.

(CEFG) agrees to provide food that meets all food safety standards in accordance with Section 1.1 of this Agreement and not knowingly or intentionally provide foods that do not meet these standards.

In the case of refusal or rejection, (FRO) must inform (CEFG) of the rejection and reason as soon as possible. Any rejected Edible Food that cannot be picked up due to its rejection will be treated as organic waste and shall not be disposed in a landfill, regardless of which Party is in possession of the food. Refused or rejected food by (FRO) will include documentation of refusal. Documentation will be kept electronically and include description and will include photo of the rejected donation, reason for rejection, and the time/date of donation rejection. Any foods that are found after donations have left the (CEFG) will be processed onsite at our administrative office in our on-site biodigester and not be disposed of in the landfill.

SECTION 2: TRANSPORTATION AND STORAGE

2.1 TRANSPORTATION

Under this Agreement, (FRO) agrees to collect Edible Food that would otherwise be disposed from (CEFG) and transport it from the address provided.

Provisions related to the staging, pickup, transport, and delivery of collected and donated food are listed and described below.

2.2 MISSED OR DELAYED PICKUPS

In the event of a delayed collection or delivery outside of the drop off window, the (FRO) will contact the (CEFG) as soon as possible to notify them of the delay. If the delay cannot be accommodated (for example, delay results in a delivery after hours, (CEFG) will retain possession of the food and maintain safe storage and handling of the food until the delivery/collection can be rescheduled or find alternative solutions if the food cannot be delivered in a safe or timely manner. Examples of alternative solutions may include redirecting Edible Food to another (FRO), with the approval and consent of the alternate (FRO); lawful use as animal feed; organic waste recovery or recycling such as composting or anaerobic digestion; or alternative diversion strategy that does not result in landfill disposal.

In the event that (CEFG) does not have food available for the scheduled pick-up day, (CEFG) will notify (FRO) **within 2 hours** of the scheduled pick-up time. In the event that (CEFG) does not contact (FRO) in advance and a pick-up attempt is made, (FRO) will assess a fee from (CEFG) for costs incurred.

Both Parties will notify each other of closures and holidays that may affect transportation at least two weeks prior to the closure.

(FRO) retains the right to reject the food in the event of a delayed delivery (see Section 1.3 of this Agreement).

Multiple delays or missed pickups without notification from the (FRO) to the (CEFG) may be grounds for termination of this Agreement.

2.3 DONATION DUMPING

(CEFG) will not knowingly provide unusable or unsuitable food, force collection after capacity has been reached, or intentionally deliver food outside of the specified collection windows to the (FRO) ("donation dumping"). (FRO) will be compensated for costs incurred as a result of the donation dumping and (CEFG) may be reported to the local jurisdiction.

~~***Section3: Equipment Protocols***~~

~~To assist in the execution of this Agreement, (FRO) agrees to provide the (CEFG) with the equipment listed in~~ Attachment C.

~~All equipment must be used and maintained as required by (FRO), and/or (CEFG) following the equipment manufacturer guidelines. (FRO), (CEFG) will read all product manuals prior to use and maintain equipment accordingly. All equipment must remain in (FRO), and/or (CEFG) possession until returned to (FRO) or (CEFG). Equipment may not be loaned, stored at a different location, or transferred without prior approval from (FRO) or (CEFG).~~

~~Guidelines for using and storing equipment are included in Attachment C to this Agreement.~~

~~All equipment provided under this Agreement must be cleaned, sanitized, and returned in good working condition. Loaned equipment will be returned to the (FRO) or (CEFG) by~~ <equipment return protocol here, such as duration of loan, time windows for equipment drop off, etc.>.

~~Food-related and utensil-related equipment shall meet all Federal, State, and local food safety requirements, in accordance with Section 2 of this Agreement.~~

Section 4: Documentation and Record-Keeping

(FRO) will provide the following information to (CEFG) about the food recovered from (CEFG): type of food recovered (perishable/nonperishable), weight in pounds, date of collection, and signature/confirmation form.

The requirements outlined in this Section shall not take the place of any recordkeeping and reporting obligations required by local, State, and federal regulations. Documentation shall be compiled electronically, including reports or data compiled through the use of cloud-based tracking, use of bar or QR codes, or other data collection platforms.

This information will be provided to (CEFG) as requested. Note that SB 1383 regulations (14 CCR Sections 18991.4 and 18991.5) specify that (CEFG)s and (FRO)s shall maintain records of the quantity of Edible Food (in pounds) recovered per month.

(FRO) and (CEFG) are required to retain all records for a minimum period of 2 years. (FRO) agrees to cooperate with (CEFG) or designee for reporting to local, State, and Federal agencies, as applicable.
Documentation shall be compiled via hard copy or electronically, including reports or data compiled through the use of cloud-based tracking, and other data collection platforms.

Section 5: (CEFG) Fees and Financial Contribution

Option 2: In fulfillment of the services provided in this Agreement, there is no fee for service and the foods are recovered by the (FRO) free of charge.

Section 6- Terms and Conditions

- This Agreement contains the entire Agreement between the Parties with respect to the subject matter herein and supersedes all prior understandings, agreements, representations, and warranties, if any, whether oral or written, expressed, or implied, with respect to said subject matter.

- This Agreement reflects the intent and understanding of the Parties. Any amendment or modification to this Agreement must be in writing, with approval by both Parties. Minor changes to this Agreement, including the attachments, may be revised in writing or email, without having to revise the full Agreement, upon agreement by both Parties.

- Both (FRO) and (CEFG) agree to appoint at least one individual to act as a contact person for notices and other communications, as well as reporting and receipting of activities conducted under this Agreement. Either Party to this Agreement may change its contact person(s) at any time by written notice transmitted electronically.

- This Agreement shall become effective once it has been signed and executed by all Parties to this Agreement.

- This Agreement shall continue until terminated by either Party. Either Party may terminate this Agreement, with or without cause, upon written notice to the other Party with 30-day notice to the other Party.

- This Agreement shall be governed by and construed in accordance with the laws of the State of California and applicable federal law, including, without limitation, the Bill Emerson Good Samaritan Food Donation Act and the California Good Samaritan Food Donation Act. Both (CEFG) and (FRO) are familiar with the Good Samaritan laws referenced in this subsection that limit liability to gross negligence and intentional misconduct.

- Each of the Parties shall, a t the signing o f this Agreement, provide third party liability insurance covering all of its activities and the harmful consequences of its activity.

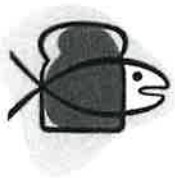
- (CEFG) agrees to hold in confidence all information obtained during the course of this agreement, including information about the (FRO), its employees, and the clients served.

- (FRO) and (CEFG) hereby authorizes videotape and photographs of the services or activities provided in connection with this agreement, and to publish such photographs, with or without descriptions of the activity, in news releases or promotional materials.

- (CEFG) agrees to list (FRO) in partnership promotions, including those on their website or in social media, when applicable. All official listings must be in the following format:

    - *Name only: Loaves & Fishes Family Kitchen*
    - *Any website listing should include live hyperlink to www.loavesfishes.org*

- It is the express intention of the parties that (CEFG) is an independent agent and is not an employee or agent of (FRO). Nothing in this Agreement will be interpreted or construed as creating or establishing the relationship of employer and employee between (FRO) and the (CEFG). Without limiting the generality of the foregoing, both parties acknowledge that (CEFG) is not an employee for state o r federal tax purposes. During the Term of this Agreement, except for the fees set forth in Paragraph 2 of this Agreement, (CEFG) will not receive from Loaves & Fishes any additional benefits or compensation, including but not limited to bonus, health, 401k, pension, or retirement benefits. Because (CEFG) is not an employee of (FRO), (CEFG) will not be entitled to workers' compensation benefits under any (FRO) insurance policy in the event that (CEFG) suffers an injury while performing work for or on behalf of (FRO). (CEFG) is solely responsible for the payment of any and all taxes associated with its activities; assumes exclusive responsibility and liability for the acts of its own employees and agents; and will not act or appear to act on behalf of (FRO) without written consent.
- (CEFG) will select and will have full and complete control of and responsibility for his/her agents, employees, and subcontractors, if any, employed or used by (CEFG). None of said agents, employees or subcontractors will be, or will be deemed to be, the agent, employee, or subcontractor of (FRO) for any purposes whatsoever, and (FRO) will have no duty, liability, or responsibility, of any kind, to or for the acts o r omissions of (CEFG) or such agents, employees, or subcontractors or any of them. (CEFG) agrees to defend, indemnify and hold (FRO) harmless



LOAVES & FISHES
FAMILY KITCHEN

from and with respect to any and all claims of any kind based on any act or omission of the (CEFG) or (CEFG)'s agents, employees, or subcontractors.

- This Agreement does not create or imply the existence of an employer-employee relationship between the parties. (CEFG) is solely responsible for the payment of any and all taxes associated with its activities; assumes exclusive responsibility and liability for the acts of its own employees and agents; and shall not act or appear to act on behalf of (FRO) without written consent.

- (FRO) and (CEFG) agree to carry professional liability insurance covering liability arising from any error; omission, or negligent act of the organization, its officers, employees, agents, or subcontractors, with a limit of liability of at least one million dollars per occurrence.

This Agreement may be terminated by either party upon written notice; signatures required below.

The undersigned hereby agree to the terms of this Agreement:

Signed: Lauren Compitello Date 6/12/24

: Name of Signatory: Lauren Compitello

Title of Signatory: Program Manager

(FRO)

Signed: _____ Date: _____

Name of Signatory: _____

Title of Signatory: _____

(CEFG)

LOAVES & FISHES
FAMILY KITCHEN

Primary Contact for (FRO):

Name: Huy Nguyen

Title: Transportation Manager

Address: 1500 Berger Drive, San Jose, CA 95112

Phone: (408) 489-0579

Email address: huy@loavesfishes.org

Primary Contact for (CEFG):

Name: Denisse Mendez

Title: Director, Child Nutrition Services

Address: 2930 Gay Ave
San Jose, CA 95127

Phone: 408-928-6905

Email address: denisse.mendez@arusd.org

Attachment A- Protocols for Safe Food Donation

FOOD SAFETY

Bacteria that cause food poisoning grow and multiply to dangerous levels when allowed enough time in the temperature danger zone. The temperature danger zone is above 41°F and below 135°F. Potentially Hazardous Foods are those that require time or temperature control to limit the growth of harmful, disease-causing and toxin-forming bacteria. These include foods such as meat, poultry, seafood, raw eggs, cooked vegetables, cooked meats and entrees, and sliced fruit. Below are details about the types of foods we are willing to accept, and those we are not.

The federal Bill Emerson Good Samaritan Food Donation Act protects food donors from civil and criminal liability if donated product later causes harm to a recipient. This law sets a floor of "gross negligence" or intentional misconduct for donors, meaning that as long as the food is donated in good faith w ith the understanding that it is safe for consumption, the liability of the donor is protected.

• All food shall be pure and free from adulteration, contamination, and spoilage and shall otherwise be fully fit for human consumption.
• Food shall be limited to foods or food portions which have not been previously served to a consumer.
• Food containers must be clearly labeled with date of preparation, date of preparation must be communicated to the recipient so that the recipient may either write down a date or serve immediately, or an online food tracking system that includes a date stamp for the transaction must be used.
• Food must be stored in food-grade packaging.
• Refrigerated product must be stored at 41° F or less while awaiting pickup, or pick up must be arranged within 2 hours of time when food was kept at appropriate temperature.
• Hot product must be stored at 135 F or higher while awaiting pickup. If food is not stored in a warming unit it must be cooled to 70F within 2 hours after removal from the warmer, then to 41F within 4 hours. Food that is not maintained at 135 may be served within 4 hours after removal from active hot holding. Food remaining after the four hour period must be discarded.
• Hot product must be left in the warmer for no longer than 4 hours.

Protocols for Safe Food Donation

Prepared Food
• Someone at pick-up location must be able to either verbally or in written form account for the state of the food, and be able to precisely delineate time/temperature history. This may happen at the time of pick up, or it could be delineated as part of a pre-arranged contract between parties verifying the safety of the food before time of pick up.
• If food is to be cooled before pick-up, a rapid form of cooling must be deployed: Food should be brought down from 165F to 70F within 2 hours, and once at 70F or below it can be placed in the walk-in in a form for rapid cooling (no lids, food is spread out for rapid cooling. This gives 4 hours to bring it down to 41F or below).

Meat, Poultry, Fish
Acceptable Conditions
• Product must be securely sealed in its original packaging, be dated appropriately, and have labeling intact, where appropriate
• Product must be frozen on or before the date on the package
Unacceptable Conditions
• Product held above 41° F for more than two hours
• Product staged in non-food grade packaging
• Opened or damaged packaging resulting in leaking and/or the loss of the sanitary barrier

Protocols for Safe Food Donation

Dairy & Eggs

Acceptable Conditions

- Product must be securely sealed in its original packaging, dated appropriately, with labeling intact
- Product must be donated no later than 2 days past the date on the package
- Refrigerated product must be stored at 41° F or less while awaiting pickup
- Frozen product must remain frozen while awaiting pickup

Unacceptable Conditions

- Product held above 41° F for more than two hours
- Product staged in non-food grade packaging
- Opened or damaged packaging resulting in leaking and/or the loss of the sanitary barrier
- Product with bad odor, discoloration, and/or bulging packaging

Produce

Acceptable Conditions

- Product must be stored in a cool, dry, and clean area while awaiting pickup
- Perishable product, such as cut produce, must be stored at 41° F or less while awaiting pickup

Unacceptable Conditions

- Highly perishable product held above 41° F for more than two hours
- Product staged in non-food grade packaging
- Opened or damaged packaged produce resulting in leaking and/or the loss of the sanitary barrier Significantly rotten, moldy, damaged, decayed, or overripe product

Protocols for Safe Food Donation

Deli Foods
Acceptable Conditions
• Product must be securely sealed in its original packaging
• Food must be clearly labeled with date of preparation and have ingredient labeling intact, where appropriate
• Refrigerated product must be stored at 41° F or less while awaiting pickup and donated no later than the date on the package
Unacceptable Conditions
• Product held above 41° F for more than two hours
• Product staged in non-food grade packaging
• Opened or damaged packaging resulting in leaking and/or the loss of the sanitary barrier
• Product with mold, bad odor, discoloration, and/or bulging packaging

Bakery
Acceptable Conditions
• If product is pre-packaged, must be securely sealed in its original packaging, be dated appropriately, and have labeling intact
• Product must be donated no later than 2 days past the date on the package
• If product is not pre-packaged, date of preparation and name of item must be included, as well as food-safe packaging
• Room temperature product must be stored in a cool, dry, and clean area while awaiting pickup
• Refrigerated product must be stored at 41° F or less while awaiting pickup

Protocols for Safe Food Donation

Bakery

Unacceptable Conditions

- Highly perishable product held above 41° F for more than two hours
- Product staged in non-food grade packaging
- Opened or damaged packaging resulting in leaking and/or the loss of the sanitary barrier
- Product missing ingredient label and/or a date on the package
- Product with mold, bad odor, or discoloration

Dry Grocery

Acceptable Conditions

- Product must be securely sealed in its original packaging, dated appropriately, with labeling intact
- Product with compromised external packaging may only be donated if internal packaging is uncompromised
- Product must be donated no later than 30 days past the date on the package
- Product must be stored in a cool, dry, and clean area while awaiting pickup

Unacceptable Conditions

- Product staged in non-food grade packaging
- Opened or damaged packaging resulting in leaking and/or the loss of the sanitary barrier
- Product missing ingredient label and/or a date on the package
- Broken or chipped glass, severely dented cans
- Medications, nutritional supplements, and alcohol

Protocols for Safe Food Donation

Prepared by Joint Venture Silicon Valley for the Silicon Valley Food Recovery Council, December 2020, https://jointventure.org/initiatives/silicon-valley-food-recovery.

ATTACHMENT B: TRANSPORTATION AND STORAGE

(FRO) will provide suitable transportation to pick and up and deliver food from (CEFG):

Pick Up Addresses:		**Delivery Address:**
2930 Gay Ave., San Jose, CA 95035	2800 Ocala Ave., San Jose, CA 95035	1500 Berger Drive, San Jose, CA 95112

Collection or Self-haul Delivery Frequency:

Collection or Self-haul Delivery Day(s)	**Time of Collection or Self-haul Delivery**	**Location of Collection or Drop off Location of Self-hauled Deliveries**
Collection will occur on an on-call basis.	Collection will be coordinated at times that are agreeable for both parties.	Driver will collect food at either Ocala STEAM Academy CNS Production Kitchen, or Alum Rock Union School District Warehouse Department.

Special Instructions:

- Driver will check in with the primary point of contact on the designated pickup day.
- Driver agrees to wear easily identifiable clothing and/or identification during the pickup.
- (FRO) and (CEFG) agree to maintain proper food safety, temperature, and storage conditions to maintain integrity of the food before and during the collection/delivery.
- (CEFG) agrees to compile donation(s) at designated collection location(s).
- The driver shall collect food from designated collection location(s).
- Driver shall park at the designated location and shall enter the premises at the designated location. If Driver must wait longer than 10 minutes for assistance or does not receive assistance, Driver may depart and reschedule the collection.
- Upon arrival, the (CEFG) or (FRO) may inspect the food, including taking temperature. Any product that does not meet the ac-

ceptable temperatures or other food safety standards may be rejected in accordance with Section 1.

- Prior to pick up/delivery, (CEFG) shall inspect the donation and confirm the integrity of packaging and labeling; confirm it is an acceptable food item pursuant to this Agreement; and, ensure that the donation meets all food quality and safety standards set forth in this Agreement and applicable law.

- Prior to distribution to the community, (FRO) will inspect all donated product to ensure it meets packaging, labeling, quality, and safety standards set forth in this Agreement and applicable law.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: Purchasing Contract No.: _____ Vendor No.: 14305

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

☑ **MOU** (negotiated Agreement) ☐ **MASTER CONTRACT PARTICIPATION**

☐ Exhibit B & C (Fingerprinting and TB Test) ☐ Scope of Work/Proposal

Note: All Contracts over $5,000 require pre-approval, and a Board Policy Memo for Contracts $100,000 and over.

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

Name of Individual/Company: The Regents of the University of California

Address: 1553 Berger Drive, Building 1, 2nd Floor City: San Jose State: CA Zip: 95112

Phone: 408 ✚ 2823106 Email: sbarry@ucanr.edu

SSN: _____ Fed I.D. #: _____

CONTRACT TERM: start dates November 15, 2024 end date June 30, 2028

CONTRACTOR'S OBLIGATION:

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

Provide and support delivery of nutrition education and related subject matter to promote healthy living and active lifestyle to students and parents in the district.

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

____ a. **Fee Rate:** $_____ per _____ Not to Exceed _____ of services.

X b. **Other:** $ No Cost

Describe other related costs: _____

BUDGET CODE:

FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SB-OB 00	GOAL XXXX	FCTN XXXX	CST-CTR XXXXXX	LOC XXX	PROG XXXX	$ AMOUNT	ACCOUNTANT INITIALS
130	5316	0	5815	00	0000	3700	000001	480	3700	Ø	10/29/24

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: 10/29/24

Director of Fiscal Services: _____ Date: 10/30/24

Asst. Supt., of Business Services: _____ Date: 10/30/24

Superintendent: _____ Date: _____

Docusign Envelope ID: 7E1034BF-F62C-4D2F-9EE3-BA9DE66D8D03

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

ON BEHALF OF ITS

UC Cooperative Extension Santa Clara County

CalFresh Healthy Living

AND

Alum Rock Union School District

This Memorandum of Understanding ("MOU") is entered into by and between Alum Rock Union School District ("Cooperator") and The Regents of the University of California, on behalf of its UC Agricultural and Natural Resources and its UC Cooperative Extension Santa Clara County (collectively, "University" or "CalFresh Healthy Living, UCCE").

I. PURPOSE

The purpose of this MOU is to authorize use of facilities to provide and support the delivery of nutrition education and nutrition related subject matter in order to promote healthy living and an active lifestyle to students and parents in the district school locations where 50% or more of the students receive free or reduced priced meals, as further described in Exhibit A, Project Description, which is hereby attached and incorporated by reference. University is hereby authorized to use facilities of the Cooperator at various school sites located throughout the district.

II. TERM

This MOU is to be in effect from November 15, 2024, until June 30, 2028.

III. NOTICES

Any notice required or permitted to be given under this MOU shall be in writing and shall be conclusively delivered to the other party at the following respective addresses:

For Cooperator:

Denisse Mendez
2930 Gay Ave.
San Jose, California 95127

Email: denisse.mendez@arusd.org

For University:

Sheila Barry, UCCE County Director
UC Cooperative Extension Santa Clara County
1553 Berger Dr., Building 1, 2nd Floor
San Jose, California 95112

Email: sbarry@ucanr.edu

Docusign Envelope ID: 7E1034BF-F02C-4D2F-9EE3-BA9DE66D8D03

IV. EDUCATION CODE COMPLIANCE

University certifies its compliance with Education Code sections 45125.1 and 49406.1, as further described in Exhibit B, "Fingerprinting/Criminal Background Investigation Letter and Tuberculosis Compliance."

V. INSURANCE

Both parties agree to provide and maintain, at their own expense, a program of insurance, or self-insurance, covering the activities and operations of their respective officers, agents and employees for the term of this MOU. Insurance shall include, but is not limited to, comprehensive general liability, professional liability, and personal injury. The various policies of insurance shall have a minimum coverage of $1,000,000 per occurrence and $2,000,000 in the aggregate. Upon request, the parties will provide each other evidence of such coverage naming the other party as an additional insured including an additional insured endorsement issued by the insurance issuer or program of self-insurance.

VI. INDEMNIFICATION

University shall defend, indemnify and hold Cooperator, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Memorandum of Understanding (MOU) but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officers, agents or employees.

Cooperator shall defend, indemnify and hold University, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Memorandum of Understanding but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Cooperator, its officers, agents or employees.

VII. EXECUTION

This MOU may be executed by electronic signature(s) and transmitted either by facsimile or in a portable document format ("pdf") version by email and such electronic signature(s) shall be deemed as original for purposes of this MOU and shall have the same force and effect as a manually executed original.

This MOU may be executed in two or more counterpart copies, each of which shall be deemed as an original and all of which, when taken together, shall constitute one and the same instrument.

Docusign Envelope ID: 7E1034BF-F62C-4D2F-9EE3-BA9DE66D8D03

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding on the latest date of execution set forth below.

ALUM ROCK UNION SCHOOL DISTRICT

Name: German Cerda
Title: Superintendent

Date

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

DocuSigned by:
Robin Sanchez
3D2CD4CB47C5401...

10/29/2024

Robin Sanchez, Director
Policies, Compliance, and Programmatic Agreements
University of California Agriculture and Natural Resources

Date

Docusign Envelope ID: 7E1034BF-F02C-4D2F-9EE3-BA9DE66D8D03

EXHIBIT A: PROJECT DESCRIPTION

- CalFresh Healthy Living, UCCE will provide and support the delivery of nutrition education and nutrition related subject matter to promote healthy living and active lifestyles to qualified students and parents in the district.
- CalFresh Healthy Living, UCCE will train interested Alum Rock Union School District teacher extenders on all aspects of delivering the UC CalFresh Nutrition Education Program including but not limited to curricula, delivery, evaluative and reporting requirements. Participating teachers will report to the UC CalFresh program the number of hours they taught nutrition education on a quarterly basis.
- CalFresh Healthy Living, UCCE will help coordinate the linkage between classroom nutrition education and the beneficial nutrition aspects of gardening and school meals.
- CalFresh Healthy Living, UCCE will help promote edible garden projects at various school sites as part of in-classroom nutrition education.
- CalFresh Healthy Living, UCCE will participate, when possible, in school family nights and other school events promoting nutrition education and physical activity education.
- CalFresh, Healthy Living, UCCE will promote and support structured play during recess time.

Docusign Envelope ID: 87E800E2-17DF-4761-9FF5-853C1412ED67

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: M.O.T-Maintenance (School/Dept.) VENDOR NO. 300191

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

☐ **Independent Contract** ☑ **MOU**

☐ Master Contract

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

Name of Individual/Company: Liquidity Services Operations, LLC dba GovDeals

Address: 100 Capitoal commerce Blvd., Ste. #110 City: Montgomery State: AL Zip: 36117

Phone: (541) 799-6318 Email Address: cvalizan@govdeals.com

SSN: _____ or Fed I.D. #: 52-2293687

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on November 11, 2024, and will diligently perform as required and complete performance by ~~June 30,~~, 2026, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

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

Maintaining and operating an online auction system so that the District can post surplus assets, excluding land and building, for sale for potential buyers to bid on.

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:** $00.00 (describe rate agreement) 1st Year $00.00 (2024-2025)

2nd Year $00.00 (2025-2026)

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
050	8150	0	5815	00	0000	8100	000000	450	8130	$00.00	10/25/24

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

GovDeals
A Liquidity Services Marketplace

Liquidity Services Operations LLC (dba GovDeals)
6931 Arlington Road, Suite 460
Bethesda, MD 20814
1-800-613-0156 | www.GovDeals.com

Self-Directed Scope of Work

- Agency staff given training and tools necessary to run successful auction.
- Agency staff takes photographs and uploads descriptions to GovDeals website or sends them to their Account Manager who will then upload.
- Agency staff sets auction dates and pricing. GovDeals can assist with pricing.
- Agency staff facilitates questions, inspections and buyer pickups.
- Account Manager will assist with buyer inquiries.
- Account Manager and Client Services available to answer any questions and assist with auction.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Social Emotional Learning (School/Dept.) VENDOR NO. 300518

Submitted by: Dr. Annya Artigas, Director

☑ **Independent Contract** ☐ **MOU**

☐ Master Contract

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

Name of Individual/Company: Alia

Address: 1000 University Ave. W. #230 City: St. Paul State: MN Zip: 55104

Phone: (651) 343-1576 Email Address: rachelle@aliainnovations.org

SSN: _____ or Fed I.D. #: 81-1185699

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on November 15, 2024, and will diligently perform as required and complete performance by June 30, 2025, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

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

Alia will provide ongoing professional development via a training of trainers model. This will consist of a 7-month engagement of the following: Trauma Compentency Lab, Trauma Competency Intensive, and Project Kick-off; culminating in a team of 10 internal employees continuing the work thereafter on behalf of ARUSD. Additional services to include 8 hours of virtual grief and loss support for school district drop-ins.

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

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

☑ b. **Other:** $ 61,952.00 (describe rate agreement) _____

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
010	0000	0	5815	00	1110	3130	000000	061	5210	$11,952.00	11/5/24
060	4127	0	5815	00	1110	1000	000000	360	4127	$50,000.00	11/7/24

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





Updated Alia Proposal V1

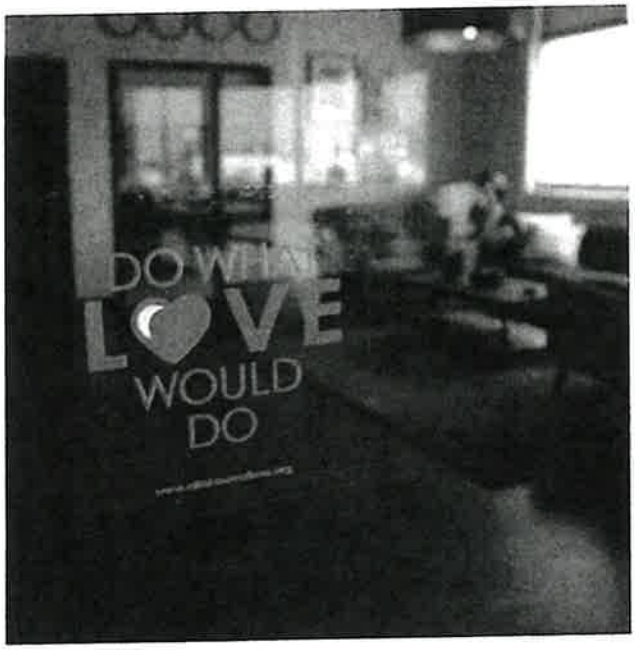
Alum Rock Union School District

Delivered on: October 14, 2024

Submitted by: Chelsea Heath

Alia

www.aliainnovations.org









Welcome!

Dear Germán,

Congratulations on your commitment to rethinking and rebuilding your approach to supporting staff and children in your system! We are inspired by your courage and eagerly await the opportunity to work with you in a spirit of growth and discovery.

Some steps we take together will feel light, easy, and obvious – fun! Other moments may feel discordant, daunting, and ambiguous, yet we welcome those, too. Such is the changemaker journey.

Together, we are doing more than greasing the wheels of the existing machine. Micro improvements are celebrated, but only when in service to a greater purpose, and that is to build a system where a child's sense of safety and belonging is never in danger of interruption but is sacred and enduring.

We know you know there's a better way and that's where we'll ground our partnership. You are experts in your system and us with readying systems and supporting transformation. Every system is unique and it would be our honor and delight to support your unique process of building a family-strengthening, community-based system of care and support.

Onward,
Chelsea Heath
Chief Strategy Officer, Alia



About us

Alia is a Minnesota-based national nonprofit founded in 2015 on a mission for every child to experience an uninterrupted sense of belonging.

Through short- and long-term engagements, Alia guides and supports courageous leaders on the forefront of equitable systems change in child welfare and adjacent systems. We carefully gather existing and promising new approaches to keep families safely together.

With expertise in trauma healing, workforce resilience and wellbeing, leadership, systems change, anti-racism and the child welfare system, we know how to help you ask the right questions to ensure you are solving the right problems, the *root* problems, and don't get stuck on the symptoms.

Guided by research and centered in family voice, we are obsoleting the current foster care system that shames, blames, and punishes families and co-creating a new unarguable, unretractable, (what we call) *UnSystem* in its place.

An UnSystem can only emerge when individual and systemic racial biases are revealed, explored, and countered. You can count on Alia to push your growth in anti-racism, because we know it's the foundation of justice and equity for all kids and families.

Mission: We equip and transform systems to create conditions for children and families to thrive.

Vision: All Children are thriving within their families and communities.

Recommended for you

Based on our conversations, we are recommending a 5 month engagement with the following combination of services to best meet your needs:



Alia Learning Labs

Anchored around a topic or specific role, participants apply new concepts in new ways through structured peer-to-peer learning activities using an approach of discovery, applied learning, and experimentation

- Trauma Competency Lab



Alia Intensives

Focused engagements that provide in-depth, immersive experiences for your team to explore specific content areas or tackle agency-specific challenges in concentrated blocks of time

- Trauma Competency Intensive

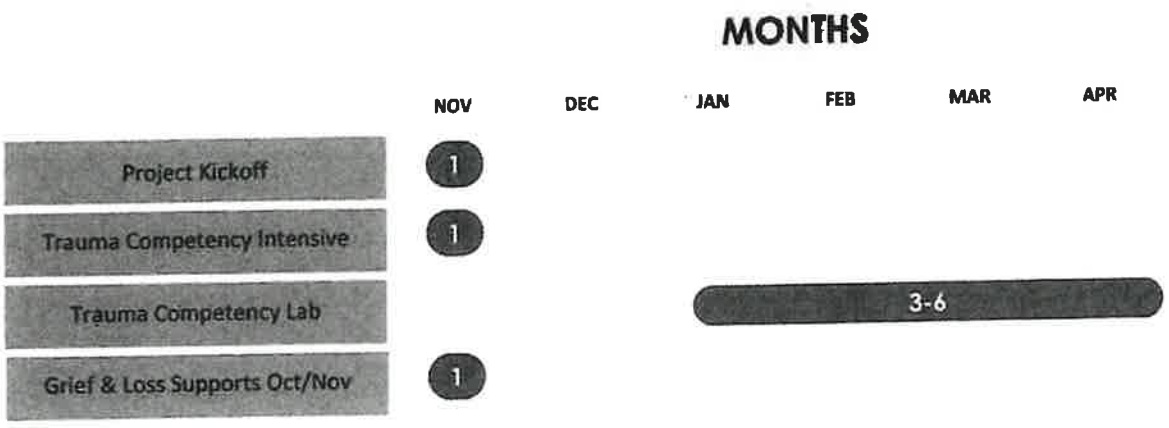


Additional Services

- Project Kick-off
- Grief and Loss support

Project timeline

PROJECT TIMELINE



Service descriptions

Alia Learning Labs

Alia uses an approach to learning and practice called Learning Labs to interact with a wide range of content areas. Labs are curated space for your team to explore and apply new concepts in new ways. Like a science lab, Alia Learning Labs create an environment for your team to discover, observe, experiment with, and apply skills and concepts to address current and emerging challenges. With this peer learning approach, Alia facilitates structured activities based on an overarching arc of learning, while remaining responsive to your team's unique needs. Labs embody the values of racial equity, justice, healing, connection, and resilience. Lab participants grow in their capacity to improve your system and further, to transform it.

Trauma Competency Lab

Purpose: - To expand knowledge and understanding of the human impacts of trauma on student development and their education

- To practice using on-the-ground experiential learning and practice opportunities for final project
- To provide leadership opportunities for individual and group critical thinking around implementation of trauma principles to create sustainability
- To practice facilitation processes and creating discussion guides
- To provide Subject Matter Expert support, review, and feedback

Four, 90 min sessions

1 Lab group

Participants: up to 10

Delivered virtually

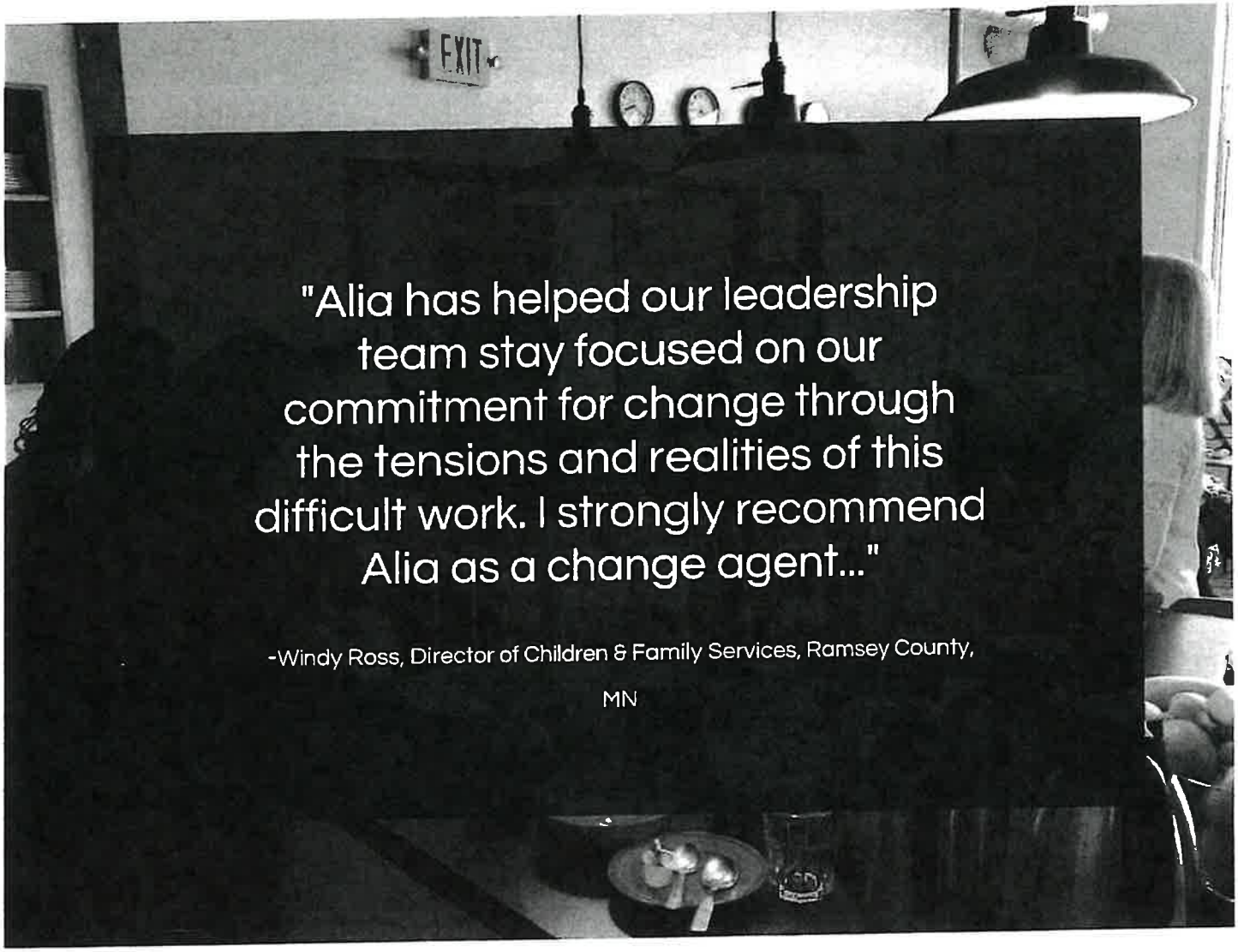
Alia Intensives

Alia uses a learning approach called Intensives to provide in-depth, immersive experiences delivered in concentrated blocks of time focused on content-specific or agency-specific challenges. Alia Intensives are focused engagements providing intentional space outside of everyday distractions to build the foundation for transformational work at your agency.

Trauma Competency Intensive Includes - 2 Alia SMEs - Train-the-Trainer Cohort (up to 10 participants) - Includes training materials and activities Purpose: - To equip identified Trauma Competent trainers and prepare them to lead and facilitate learning labs, participate in consults, and present a final project - To provide tools and resources for different ways to address trauma - To gain information and resources for deeper learning in this area of expertise - To create experiential activities that can be replicated *Agency to provide meals, snacks, beverages, and meeting space	3 Days (15 hours total) Participants: up to 10 *Delivered in-person on location at ARUSD*

Additional Services

Project Kickoff Purpose - To build connection and belonging - To provide detailed information on project and scheduling, clarify commitments and expectations - Develop individual and collective learning goals	1 hour total *Delivered virtually*
Grief & Loss Supports for school district drop-ins	8 hours total *Delivered virtually*


EXIT
"Alia has helped our leadership team stay focused on our commitment for change through the tensions and realities of this difficult work. I strongly recommend Alia as a change agent..."
-Windy Ross, Director of Children & Family Services, Ramsey County, MN

Your investment

Below is a budget based on the scope of services outlined in this proposal.

Scope of work
Contract Term November 15, 2024 - June 30, 2025

Deliverables	Quantity
Project Kickoff (virtual)	**1 hour**
Trauma Competency Intensive (in-person)	**3 days**
Trauma Competency Lab (virtual)	**6 hours**
Drop-in Grief & Loss Supports	**8 hours**
Total amount	$52,632 (plus actual travel/accomodation costs)
Travel	$6,500
One-time Readiness fee*	$2,820

Notes:

- Additional charges [actual incurred] for travel and accommodation costs will be added for any in-person services provided outside the Alia St. Paul Office
- The One-time Readiness Fee is 6% of the budget for the first year of a new service and must be paid within the first 30 days of the Agreement start date. This fee includes: kickoff and introductory meetings, coordination, scheduling, and alignment, agency core team readiness and onboarding, and SME interviews, marketing, and messaging support for agency participants, as needed

Proposal approval

Please share your agency's primary point of contact for logistics and scheduling of this project:

Initial here if you'd prefer to use your agency's agreement

Initial here if you'd prefer to use Alia's agreement (see template below)

Once you feel confident about this proposal and are ready to move forward, please click the 'signature' button below. By signing, your agency agrees to the proposal outlined above and indicates readiness to move forward to the Agreement process. Please note, signing and returning this proposal does not constitute an executed Agreement. This proposal and quoted price are valid until March15, 2024 after which proposed work and/or prices may change; to take advantage of this quoted price, your Agreement must be signed on or before this proposal's expiration date. Please complete all boxes before signing; once signed, you will no longer have access to edit this proposal.

Organization: Alum Rock Union School District

Germán Cerda

Organization: Alia

Amelia Franck Meyer, Executive Office

Date: 8.19.24

Contact us

Questions? Get in touch!



Chelsea Heath, Strategy Officer
chelsea@aliainnovations.org



Amelia Franck Meyer, Executive Officer
amelia@aliainnovations.org

Our Mission:

We equip and transform systems to create conditions for children and families to thrive.

Our Vision:

All Children are thriving within their families and communities.

Our Values:



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

PURCHASE ORDER / CONTRACT CHANGE ORDER (POCO)

P.O. No. _____ Contract No. CO 257745

Original P.O Amount $_____ Contract Original Amount $ 0.00

Vendor Name: Pacific Clinics Vendor No. 018760

Please check:

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

CONTRACTS ONLY

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

New Contract Total $_____
(including Change Orders)

Line #	FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SUB-OBJ 00	GOAL XXXX	FCTN XXXX	COST-CNTR XXXXXX	LOC XXX	PROG XXXX	$AMOUNT	BUS OFC

Reason for Adjustment:
Vendor requested to add a Business Associate Agreement to the MOU. The BAA needs to be signed by the superintendent.

School/Dept.: Social Emotional Learning Requested by: Serena Dang

Approval: _____ Assistant Superintendent of Business Services
(for Contracts Only)
_____ Director/Program Manager
_____ Procurement Manager

Date Requested: 10/30/2024 Date Entered: _____ Entered By: _____

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

Pacific Clinics

BUSINESS ASSOCIATE AGREEMENT

WHEREAS, **Pacific Clinics** headquartered at 499 Loma Alta Avenue, Los Gatos, California, 95030, , is a Covered Entity, as defined below, and wishes to disclose certain Protected Health Information ("PHI") to Alum Rock Union Elementary School District "Business Associate" pursuant to the terms of the Contract for Services defined below and this Agreement ("Business Associate Agreement" or "BAA") and this Agreement is made a part of the Contract for Services or Independent Contractor Agreement, as appropriate; and

WHEREAS, Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the 2024 MOU #CO 257745 "Contract for Services" in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("HITECH Act"), and any current and future regulations and amendments promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable law; and

WHEREAS, as part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require Covered Entity to enter into a contract containing specific requirements with Business Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this Agreement.

In consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

I. Definitions

Terms used, but not otherwise defined, and terms with initial capital letters in this provision of the Agreement have the same meaning as defined under the Health Insurance Portability and Accountability Act of 1996, 42 USC §§ 1320d et seq. ("HIPAA") and the implementing regulations and with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("HITECH Act"), HIPAA Privacy and Security Breach Notification and Enforcement Rules, and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.

A. **Agent** is defined as "one who represents and acts for another under the contract or relation of agency (Reference source: Black's Law Dictionary)".

B. **Breach,** as defined under HITECH, shall mean any reported, suspected, actual or alleged acquisition, access, use, or disclosure of Protected Health Information in a manner not permitted or allowed under state or federal privacy laws that compromises the security or privacy of the protected health information (45 C.F.R. Section 164.402 2013)

C. **Breach Notification** as amended by HITECH, the CE shall, following the discovery of a breach of unsecured protected health information, notify each individual whose unsecured protected health information has been, or is reasonably believed by the covered entity to have been, accessed, acquired, used or disclosed as a result of such breach (45 C.F.R. Section 164.404 2013).

D. **Business Associate or "BA"** shall mean a person, independent contractor, subcontractor, organization, or agency other than a workforce member that provides specific functions, activities, or services that involve the use, creation, storage, or disclosure of PHI for, or on behalf of, a HIPAA covered health care component, but not limited to, 45 C.F.R. Section 160.103. Examples of business associate functions are activities such as providing clinical services per contract, translation or interpretation services, claims processing or administration, data analysis, utilization review, quality assurance, billing, benefit management, practice management, and re-pricing; and legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, or financial services.

E. **Customer** is defined as individual(s) receiving services from Pacific Clinics and/or associated Business Associate, agent, and/or subcontractor.

F. **Covered Entity or "CE"** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.

G. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

H. **Electronic Protected Health Information or "EPHI"** means Protected Health Information that is maintained in or transmitted by electronic media.

I. **Electronic Health Record** shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.

J. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

K. **HIPAA Rules** shall mean the Privacy, Security, Breach Notification, and Enforcement Rules as outlined in 45 C.F.R. Parts 160 and 164.

L. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

M. **Protected Health Information or "PHI"** means any customer health information, whether oral or recorded in any form or medium: (a) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501]. As amended by HITECH, PHI is defined as individually identifiable health information: (1) except as provided in paragraph (2) of this definition, that is: (i) transmitted by electronic media; (ii) maintained in electronic media; or (iii) transmitted or maintained in any other form or medium. (2) Protected health information excludes individually identifiable health information: (i) in education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. 1232g; (ii) in records described at 20 U.S.C. 1232g(a)(4)(B)(iv); (iii)

in employment records held by a covered entity in its role as employer; and (iv) regarding a person who has been deceased for more than 50 years (45 C.F.R. Section 160.103 2013).

N. **Protected Information** shall mean PHI provided by CE to Business Associate or created or received by Business Associate on CE's behalf.

O. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.

P. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

II. Business Associate Obligations and Activities

A. **Permitted Uses.** BA shall not use Protected Information except for the purpose of performing BA's obligations under the Contract for Services and as permitted under the Contract for Services and any addendum. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information (i) for the proper management and administration of BA, (ii) to carry out the legal responsibilities of BA, or (iii) for Data Aggregation purposes for the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)] or for (iv) de-identification in accordance with 45 C.R.R. Section 164.514.

B. **Permitted Disclosures.** A BA or its agents or subcontractors shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule if disclosed by CE, except that BA may disclose Protected Information (i) in a manner permitted pursuant to the Agreement and Addendum, if any; (ii) as required by law, and, with prior written approval of CE which may be granted or withheld at CE's sole discretion either (iii) for the proper management and administration of Business Associate as reasonably determined by BA in good faith or (iv) for Data Aggregation purposes for the Health Care Operations of CE. To the extent that BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable assurances from such third party that such PHI will be held confidential as provided pursuant to this Agreement and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) an agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach. Any access, use or disclosure of PHI for non-Treatment, Payment or Operations reasons must be pursuant to a signed customer (or their representative) written authorization [45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

C. **Appropriate Safeguards.** BA shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Contract for Services. BA shall maintain a comprehensive written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the BA's operations and the nature and scope of its activities and implement reasonable and appropriate policies and procedures in order to comply with standards, implementation specifications, and other requirements of the Privacy Rule. BA shall maintain a written (which may be electronic) record of any action, activity, or assessment under such policies and procedures. BA shall change and amend its policies and procedures as necessary and appropriate to comply with changes in state and federal law, and shall promptly document and implement the revised policy or procedure. BA shall implement the administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information that it creates, receives, maintains, or transmits on behalf of CE, and, in accordance with 45 C.F.R. Sections 164.308, 164.310, 164.312 and 164.316. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BA shall

comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316 [42 U.S.C. Section 17931].

D. **Notification of Breach, Mitigation and Report of Inappropriate Use or Disclosure.** BA agrees to notify the designated Privacy Official of the CE of any use or disclosure of PHI by BA not permitted by this Agreement, any Security Incident (as defined in section H.4. below) of which it becomes aware, involving electronic PHI, and any breach of unsecured Protected Health Information within twenty-four hours.

   a. BA shall provide the following information to CE within thirty-six hours of discovery of a breach except when despite all reasonable efforts by BA to obtain the information required, circumstances beyond the control of the BA require additional time. Under such circumstances, BA shall provide to CE the following information as soon as possible and without unreasonable delay, but in no event later than thirty-six hours from the date of discovery of a breach: **(a)** the date of the breach; **(b)** the date of the discovery of the breach; **(c)** a description of the types of unsecured PHI that were involved; **(d)** identification of each individual whose unsecured PHI has been, or is reasonably believed to have been, accessed, acquired, or disclosed; and **(e)** any other details necessary to complete an assessment of the risk of harm to the individual.
   b. CE will be responsible to provide notification to individuals whose unsecured PHI has been disclosed, as well as the Secretary and the media, as required by Sec. 13402 of the HITECH Act, 42 U.S.C.A. § 17932;
   c. BA agrees to pay actual costs for notification and of any associated mitigation incurred by CE, such as credit monitoring, if Covered Entity determines that the breach is significant enough to warrant such measures.
   d. BA agrees to establish procedures to investigate the breach, mitigate losses, and protect against any future breaches, and to provide a description of these procedures and the specific findings of the investigation to Covered Entity in the time and manner reasonably requested by CE.
   e. The parties agree that this section satisfies any notices necessary by BA to CE of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below) for which no additional notice to CE shall be required. For purposes of this Agreement, "Unsuccessful Security Incidents" include activity such as pings and other broadcast attacks on BA's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of electronic PHI.

E. **Business Associate List of Contacts.** BA shall provide to CE the appropriate BA contact information which shall include, at a minimum, the following information: BA or its agents or subcontractors name, type of service(s) provided, first point of contact (title, full name, phone, fax, email, complete address), second point of contact (title, full name, phone, fax, email, complete address) and website URL. As the contact names are changed internally within the BA and its agents or subcontractors, the BA shall provide to CE the updated contact names and associated information in a timely manner and at the time of BA contract renewal (see 45 C.F.R Sections 160.308 and 160.310).

F. **Business Associate, Agents, and Subcontractors** shall in accordance with 45 C.F.R. Sections 164.502(e)(1)(ii) and 164,308(b)(2), if applicable, BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information agree in writing to create, receive, maintain, or transmit protected information on behalf of the BA in compliance with the same restrictions, conditions, and requirements that apply to the BA with respect to such information. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation [45 C.F.R. Sections 164.530(f) and 164.530(e)(1)].

G. **Access to Protected Information.** BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within five (5) business days of a request by CE to enable CE to satisfy covered entity's obligations under 45 C.F.R. Section 164.524. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).

H. **Electronic PHI.** If BA receives, creates, transmits, or maintains EPHI on behalf of CE, BA will, in addition, do the following:
   a. Develop, implement, maintain, and use appropriate administrative, physical, and technical safeguards in compliance with Section 1173(d) of the Social Security Act, Title 42, Section 1320(s) or the United States Code and Title 45, Part 162 and 164 of CFR to preserve the integrity and confidentiality of all electronically maintained or transmitted PHI received from or on behalf of CE.
   b. Document and keep these security measures current and available for inspection by CE.
   c. Ensure that any agent, including a subcontractor, to whom the BA provides EPHI, agrees to implement reasonable and appropriate safeguards to protect it.
   d. Report to the CE any Security Incident or suspected security incident of which it becomes aware. For the purposes of this Agreement, Security Incident means, as set forth in 45 C.F.R Section 164.304, "the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system."

I. **Amendments to Protected Information.** Within five (5) business days of receipt of a request from Pacific Clinics, for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make any amendment and incorporate any such amendment to enable Pacific Clinics to fulfill its obligations pursuant to 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify Privacy Officer of Pacific Clinics in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE.

J. **Accounting of Disclosures.** Within five (5) business days of notice by CE of a request for an accounting of disclosures of Protected Information, BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528. In addition, the BA and its agents or subcontractors maintain and make available the information required to provide an accounting of disclosures to either "covered entity" or "individual." At a minimum, such information shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, address of the entity or person; (iii) a brief description of Protected Information disclosed; and a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within three (3) business days of a request forward it to the Privacy Officer of the CE in writing. It shall be the CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Agreement.

K. **Governmental Access to Records.** BA and its agents or subcontractors shall make its internal practices, books and records relating to the use and disclosure of Protected Information available

to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining compliance with the HIPAA Rules. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.

L. **Minimum Necessary.** BA or its agents or subcontractors shall only request, use and disclose the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure; 45 C.F.R. Section 164.514(d)(3). BA or its agents or subcontractors understand and agree that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary" and shall, to the extent practicable, access, use, and request only Protected Information that is contained in a limited data set (as defined in Section 164.514(e)(2) of the HIPAA Privacy and Security Rules), unless BA requires certain direct identifiers in order to accomplish the intended purpose. The information that constitutes the "minimum necessary" shall be determined by the CE based on the minimum amount needed to accomplish its intended purposes.

M. **Data Ownership.** The Business Associate, not its agents or subcontractors shall hold any data ownership rights with respect to the Protected Information.

N. **Retention of Protected Information.** Throughout the term of the Agreement, BA and its agents or subcontractors shall retain all protected information and shall continue to maintain the information and documentation thereof for a period of six (6) years from the later of (i) the date of its creation or (ii) termination of the Agreement. BA shall review documentation periodically, and update as needed, in response to environmental and operational changes affecting the security of Protected Information (45 C.F.R. Sections 164.530(j)(2) and 164.526(d)).

O. **Audits, Inspection and Enforcement.** Within five (5) business days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Agreement for the purpose of determining whether BA has complied with this Agreement; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, (ii) the confidentiality of all sensitive proprietary information of BA to which CE accessed during the course of such inspection shall be protected by the CE; and (iii) if requested by the BA, a mutually agreed upon nondisclosure agreement shall be executed between CE and BA. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA 's facilities, systems, books, records, agreements, policies, and procedures does not relieve Business Associate of its responsibility to comply with this Agreement. The CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract for Services or any addendum.

BA shall notify CE within five (5) business days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

P. **Privacy, Security, and Breach Notification Compliance Plan.** During the term of this Agreement, Business Associate shall notify CE within twenty-four hours of any suspected, actual, or Unauthorized Access to, Security Incident or other Breach of security or privacy, privacy event, improper or unauthorized use, intrusion and/or any actual or suspected use or disclosure of protected information in violation of this Agreement or any applicable federal or state laws, rules, or regulations. Furthermore, the BA agrees to implement a necessary and appropriate comprehensive compliance plan and training program for the members of its workforce, agents,

and subcontractors outlining the Privacy, Security, and Breach Notification Rules required to perform their workforce responsibilities.

Q. **Restrictions on certain disclosures of Protected Information**. Business Associate agrees to comply with any requests for restrictions on certain disclosures of Protected Information to which CE has agreed in accordance with Section 164.522 of the HIPAA Privacy and Security Rules and of which BA has been notified by CE. In addition, and notwithstanding the provisions of Section 164.522, BA agrees to comply with an individual's request to restrict disclosure of Protected Information to a health plan for purposes of carrying out payment or health care operations if the PHI pertains solely to a health care item or service for which CE has been paid in full by the individual or the individual's representative and to which CE has notified the BA of in writing. However, this restriction shall not affect payment by CE to BA for services provided pursuant to the Contract for Services.

R. **Remuneration for PHI.** Business Associate agrees that it will not directly or indirectly receive remuneration in exchange for any Protected Information of an individual without the written authorization of the individual or the individual's representative, except where the purpose of the exchange is (i) for public health activities as described in Section 164.512(b) of the Privacy and Security Rules; (ii) for research as described in Sections 164.501 and 164.512(i) of the Privacy and Security Rules, and the price charged reflects the costs of preparation and transmittal of the data for such purpose; (iii) for treatment of the individual, subject to any further regulation promulgated by the Secretary to prevent inappropriate access, use, or disclosure of Protected Information; (iv) for the sale, transfer, merger, or consolidation of all or part of Business Associate and due diligence related to that activity; (v) for an activity that BA undertakes on behalf of and at the specific request of the CE; (vi) to provide an individual with a copy of the individual's Protected Information pursuant to Section 164.524 of the Privacy and Security Rules; or (vii) other exchanges that the Secretary determines in regulations to be similarly necessary and appropriate.

S. **Remuneration for written communication.** Business Associate agrees that it will not directly or indirectly receive remuneration for any written communication that encourages an individual to purchase or use a product or service without first obtaining the written authorization of the individual or the individual's representative, unless: (i) such payment is for a communication regarding a drug or biologic currently prescribed for the individual and is reasonable in amount (as defined by the Secretary); or (ii) the communication is made on behalf of the CE and is consistent with the terms of this Agreement (iii) on and after February 17, 2010, BA agrees that if it uses or discloses individuals' Protected Information for marketing purposes, it will obtain such individual's authorization before making any such use or disclosure.

T. **Secured vs. Unsecured PHI.** For all Protected Information accessed, used, or disclosed by the BA efforts shall be made, as feasible, to create, manage, disclose and destroy all PHI which is controlled by the BA in ways that meet the criteria established in C.F.R. Parts 160 and 164 Guidance Specifying the Technologies and Methodologies That Render Protected Health Information Unusable, Unreadable, or Indecipherable to Unauthorized Individuals for Purposes of the Breach Notification Requirements Under Section 13402 of Title XIII (Health Information Technology for Economic and Clinical Health Act) of the American Recovery and Reinvestment Act of 2009 thereby yielding 'secured' as opposed to 'unsecured' PHI which takes advantage of the safe harbor established that reduces the requirements for privacy Breach Notification. Faxes and paper copies of PHI are discouraged for all access, use and disclosure in favor of secured, according to the above definition, electronic access, use and disclosure.

III. Obligations of Covered Entity.

A. It shall not be permissible for a covered entity to ask a Business Associate, agent, or subcontractor to utilize or disclose protected information in any manner that would not be allowable under Subpart E of 45 C.F.R. Part 164 if done by covered entity except if the BA, its agent or subcontractors use or disclose protected information for Data Aggregation or management and administration and legal responsibilities of the BA per terms of the Contract for Services.

B. CE shall notify BA as follows: (i) of any changes in or revocation of permission by individuals to Use or Disclose their PHI, if such changes affect BA's permitted or required Uses or Disclosures; (ii) of any restriction to the Use or Disclosure of PHI that CE has agreed to under 45 C.F.R. Section 164.522; (iii) of any amendment to the PHI that CE has agreed to.

IV. Business Associate Agreement Term and Termination

A. Term. The Term of this Agreement shall be effective as of the executed signature date below and shall terminate on the same date the Contract for Services terminates or on the date covered entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

B. Termination for Cause. Business Associate authorizes termination of this Agreement by covered entity, if CE determines BA, its agents, or subcontractors have violated a material term of the Agreement.

C. Material Breach. A breach by BA of any provision of this Agreement, as determined by CE, shall constitute a material breach of the Contract for Services, and shall provide grounds for immediate termination of the Contract for Services, any provision in the Contract for Services to the contrary notwithstanding [45 C.F.R. Section 164.504(e)(2)(iii)].

D. Judicial or Administrative Proceedings. Pacific Clinics may terminate the Contract for Services, effective immediately, if (i) BA, its agent or subcontractor is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA, its agent or subcontractor has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

E. Obligations of Business Associate upon Termination. Upon termination of the Contract for Services for any reason, BA shall, at the option of CE, return, destroy, or transmit to another Business Associate all Protected Information that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections of Section 2 of this Agreement to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e)(ii)(2(I)]. BA, its agent or subcontractor, are to continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic protected information to prevent use or disclosure of the protected information, other than as provided for in this Section, for as long as BA, its agent or subcontractor retains the protected information. Business Associate is responsible for ensuring the appropriate return, destruction, or transmission of PHI created, received, or maintained by its agents and subcontractors. If Pacific Clinics elects destruction of the PHI, BA shall certify in writing to Pacific Clinics that such PHI has been destroyed.

IV. General Provisions

A. Indemnification. Business Associate and its agents or subcontractors shall indemnify, defend and hold CE and its respective employees, directors, officers, subcontractors, agents or other members of its workforce (each of the foregoing hereinafter referred to as "Indemnified Party") harmless against any and all claims, liability, attorney's fees and costs by the Indemnified Party arising out of or in connection with injuries or damages caused by Business Associate and its agents or subcontractors as a result of BA's, its agent's or subcontractor's actions, conduct, behavior, malfeasance or negligence which result in BA's failure to perform its duties and obligations under this Agreement. Accordingly, on demand, BA and its agent or subcontractor shall reimburse any Indemnified Party for any and all actual and direct losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party which results from the BA's acts or omissions hereunder. BA's obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Agreement.

B. Disclaimer. Pacific Clinics makes no warranty or representation that compliance by BA and its agents or subcontractors with this Agreement, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

C. Amendment to Comply with Law. The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that an amendment to the Contract for Services may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that Pacific Clinics must receive satisfactory written assurance from BA that BA, its agent or subcontractor, will adequately safeguard all Protected Information.

Upon the request of either party, the other party agrees to promptly enter negotiations concerning the terms of an amendment to Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. Pacific Clinics may terminate the Contract for Services upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Contract for Services or any addendum when requested by Pacific Clinics pursuant to this Section or (ii) BA does not enter into an amendment to the Contract for Services or any addendum providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA, the Privacy Rule, and other applicable laws.

D. Assistance in Litigation of Administrative Proceedings. BA shall make itself, and any subcontractors, employees or agents assisting BA in the performance of its obligations under the Contract for Services or any addendum, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is named adverse party.

E. No Third-Party Beneficiaries. Nothing express or implied in the Contract for Services or any addendum is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

F. **Interpretation.** The provisions of this Agreement shall prevail over any provisions in the Contract for Services that may conflict or appear inconsistent with any provision in this Agreement. This Agreement and the Contract for Services shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule, and the Security Rule. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA Rules.

G. **Survivorship.** The respective rights and responsibilities of BA related to the handling of PHI survive termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Agreement Effective Date.

BUSINESS ASSOCIATE

Signature: _____ Date: _____

Print Name: Germán Cerda Title: Superintendent

PACIFIC CLINICS

Signature: _____ Date: _____

Print Name: _____ Title: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: **Purchasing** Contract No.: _____ Vendor No.: 010547

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

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

Note: All Contracts over $5,000 require pre-approval, and a Board Policy Memo for Contracts $100,000 and over.

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

Name of Individual/Company: Santa Clara County Office of Education, Foster Youth Services Coordinating Program (SCCOE FYSCP)
Address: 1290 Ridder Park Drive City: San Jose State: CA Zip: 95131
Phone: ( ) Email: nancy.tran01@ssa.sccgov.org
SSN: _____ Fed I.D. #: _____
CONTRACT TERM: start dates July 1, 2024 end date June 30, 2029
CONTRACTOR'S OBLIGATION:
Description of services to be provided: (Please attach proposals, scope of work, and other documentation.)
SCCOE FYSCP will offer transportation to foster youth in order to maintain the foster youths in their school of orgin. Transporation will be provided, arranged and funded for the duration of their time in foster care.

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

____ a. **Fee Rate:** $_____ per _____ Not to Exceed _____ of services.

X b. **Other:** $0.00

Describe other related costs: _____

BUDGET CODE:

FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SB-OB 00	GOAL XXXX	FCTN XXXX	CST-CTR XXXXXX	LOC XXX	PROG XXXX	$ AMOUNT	ACCOUNTANT INITIALS
010	0000	0	5835	00	1110	1000	000000	360	7221	0.00	11/4/24

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: 10/17/24
Director of Fiscal Services: _____ Date: 11/4/24
Asst. Supt., of Business Services: _____ Date: 11/5/24
Superintendent: _____ Date: _____

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INTERGOVERNMENTAL MEMORANDUM OF UNDERSTANDING
Transportation Plan to Ensure School Stability for Students in Foster Care

"Placement Agencies"	Santa Clara County Department of Family and Children Services Social Services (DFCS)
"SCCOE FYSCP"	Santa Clara County Office of Education, Foster Youth Services Coordinating Program
"Districts"	Participating Santa Clara County School Districts
"District"	Alum Rock Union Elementary School District

Intent

It is the intent of the parties that this Agreement function as the procedures governing how transportation to maintain foster youths[1] in their school of origin when it is in their best interest will be provided, arranged, and funded for the duration of their time in foster care, as required by the Every Student Succeeds Act ("ESSA") (114 P.L. 95, 129 Stat.1856). The agreement will be in effect for the period from **July 1, 2024** through **June 30, 2029** and will be renewed and/or amended as detailed below. (See IX (2)

Definitions and Scope

The parties agree to the following definitions as part of this agreement: See Appendix D. The parties agree to the following scope of this agreement:

I. Students Entering Foster Care and Best Interest Determination

1. Upon a youth entering into foster care, the Placement Agency Social Worker/ Probation Officer/ SCCOE Education Manager will review the "Best Interest Checklist"[2] in consultation with the student (if applicable) and their Educational Rights Holder (ERH) to determine whether it is in the best interest of the student to remain in his or her school of origin. The Placement Agency will notify the SCCOE FYSCP Coordinator via email within two school days upon learning that a foster youth has been placed into foster care or will be moved to a new foster care placement. SCCOE FYSCP will subsequently, and immediately notify the School District of Origin's[3] Foster Youth Point of Contact[4].

2. When it is determined to be in a student's best interest to remain in his or her school of origin, the SCCOE FYSCP, the identified School District and Placement Agency will collaborate under this agreement to establish the most cost-effective transportation arrangements available for the student within five school days of the best interest determination[5] being made.

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[1] See Appendix D for definition
[2] See Appendix A
[3] See Appendix D for definition
[4] See Appendix D for definition
[5] See Appendix D for definition

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II. Districts Foster Youth Liaisons: Assess Available Options to Address Transportation Needs

1. If no decision is made regarding the "Best Interest Checklist" regarding the school of origin, the District POC; Foster Youth Liaison (FYL)/ Administration or SCCOE.

FYSCP will:

A. Request in writing the outcome of the "Best Interest Checklist" determination from Placement Agency.

B. SCCOE FYSCP in collaboration with the District Foster Youth Liaison Point of Contact (POC) assess whether the child is eligible for transportation services under another entitlement, such as a related service included in their IEP or 504 Plan.

C. Request that the district provide and fund transportation if the student is eligible under Title I funds, as provided by the Every Student Succeed Act (ESSA), or the Individuals with Disabilities Education Act (IDEA).

2. District will examine existing transportation options available for the student; no-cost or low-cost options, use of train, bus vouchers or tokens, including incorporating the student into an existing bus route, or modifying an existing bus (Especially for foster youth in Special Education, consider siblings in scenario). Transportation will be provided and funded by District if such a solution is available.

3. Districts will collaborate to provide transportation to the School of Origin when a foster youth resides outside of the boundaries of the School District of Origin. This can include but is not limited to Districts modifying and connecting cross-district routes, or one District providing transportation to the school of origin, while the other provides transportation from the school of origin.

4. Districts shall pay 50% of costs, above the regular cost to transport, related to transporting Foster Youth to remain at their school of origin under ESSA guidelines. Placement Agency shall pay the remaining 50% of the cost related to transporting Foster Youth to remain at their school of origin under ESSA guidelines.

5. District POC will notify Placement Agency caseworker and SCCOE FYSCP via email when the above-mentioned options are not available, or when further collaboration is necessary to set-up transportation.

III. Placement Agency: Assess Available Options to Address Transportation Needs

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When the District has exhausted available no-cost and low-cost options as referenced in section II above, the Placement Agency will take the following steps:

A. DFCS will provide VTA bus passes when appropriate (unless public transportation unavailable and necessary to the Foster Youth to remain at their school of origin under ESSA guidelines).

B. If the student is eligible for Title IV-E funds[6], Placement Agency will seek reimbursement for the allowable portion of those transportation costs.

C. Placement Agency will assess whether resources are available for foster care parents to provide transportation with mileage reimbursement to the School of Origin; to a stop on the School of Origin's existing bus route; provision of bus passes or public transportation vouchers. Transportation will be provided and funded by Placement Agency if such a solution is available.

D. Placement Agency will assess whether resources are available for Group Homes or Short- Term Residential Therapeutic Program's (STRTPs) and Foster Family Agencies to provide transportation to the School of Origin.

E. Placement Agency shall pay the remaining 50% of costs related to transporting Foster Youth to remain at their school of origin under ESSA guidelines and as appropriate to this agreement.

F. Placement Agency will notify the District and SCCOE FYSCP via email if none of the above-mentioned options are available and further collaboration or assistance with School District is needed.

IV. Resolve Remaining Obstacles and "Additional Costs"[6]

1. If all actions outlined in sections II, III and IV above have been taken and there remains a need to work out further details in order to arrange transportation, the District of the school of origin will be responsible for making the final transportation arrangements, and District agrees to pay "additional costs."

   As part of developing and implementing its transportation arrangements, an LEA must address any additional costs incurred in providing transportation to maintain children in foster care in their schools of origin. (See ESEA section 1112(c)(5)(B)(ii)). Additional costs incurred in providing transportation to the school of origin should reflect the difference between what an LEA otherwise would spend to transport a student to his or her assigned school and the cost of transporting a child in foster care to his or her school of origin.

[6] See Appendix D for definition

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2. Any District or Placement Agency may choose at any time to voluntarily share in this cost or take sole responsibility for such costs.

3. Any District or Placement Agency shall have the right under this agreement to provide an alternate form of transportation at a lower cost as long as it serves the child's best interest.

V. Timing of Implementing Transportation

1. District will have five school days after the best interest determination has been finalized to put needed transportation in place. In the interim, the Placement Agency and the District will provide transportation per 34 CFR 299.13(c) (1)(ii).

VI. Duration of Transportation

1. Transportation will be provided for the duration of the child's time in foster care as long as it continues to be in the child's best interest to remain in the school of origin.

2. If a child exits foster care before the end of a school year, transportation to the school of origin will be maintained through the end of the school year by the district of origin as arranged in the existing plan in order to maintain the child's educational stability, when possible and in spirit of this Memorandum of Understanding. The placement agency is no longer responsible for transportation and or funding the transportation.

VII. Foster Youth Enrolled Out of County, or Under the Jurisdiction of an Out of County Juvenile Court

a) Transportation arrangements for students in foster care and under the jurisdiction of a county other than Santa Clara:

1. SCCOE FYSCP will notify the Santa Clara County School District of Origin immediately upon learning that a foster youth enrolled in their district, and under the jurisdiction of another county, will be moved to a new foster care placement.

2. SCCOE FYSCP will provide the caseworker's contact information to the District Foster Youth Point of Contact whenever possible in order to facilitate communication between the other county agency and the District.

3. SCCOE FYSCP will provide a copy of this agreement to the other county's Placement Agency for reference.

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4. Whenever possible, District will apply these procedures in order to provide transportation to the School of Origin.

b) Transportation Arrangements for Santa Clara County foster youth enrolled in schools outside of Santa Clara County:

1. Placement Agency will notify the SCCOE FYSCP within two school days upon learning that a foster youth enrolled in school outside of Santa Clara County will be moved to a new foster care placement.

2. SCCOE FYSCP will immediately notify the School District of Origin's Foster Youth Point of Contact.

3. SCCOE FYSCP will provide the School District of Origin the contact information for the student's caseworker in order to facilitate communication between our Placement Agency and the School District of Origin.

4. SCCOE FYSCP will provide the other county's School District of Origin a copy of this agreement for reference.

5. Whenever possible, Placement Agency and District will apply these procedures in order to provide transportation to the School of Origin.

VIII. Dispute Resolution

a) If District and Placement Agency cannot resolve a dispute about transportation costs, they will follow this procedure:

1. Districts and Placement Agencies must make every effort to collaborate in serving children in foster care. When a dispute arises between the agencies over paying the costs of transportation, the District and Placement Agency must make every effort to resolve the dispute collaboratively at the local level.

2. Under no circumstances shall the dispute delay or interrupt the provision of transportation for a child to the School of Origin. To ensure no such disruption, the agency that had been paying for transportation prior to the dispute will continue to pay until the dispute is resolved. If transportation was not provided previously, the District of the School of Origin will arrange and provide the transportation and the Placement Agency will reimburse the District for additional costs, while payment disputes are being resolved.

3. Disputes between Districts and Placement Agencies regarding implementing the local transportation procedures, calculating and paying for additional costs of transportation to the School of Origin for children in foster care, or other inter-agency transportation disputes will be resolved by a three-person panel including a Santa Clara County Office of Education (SCCOE) representative, a District representative, and a representative of the Placement Agency (EdSu).

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4. Either a District or a Placement Agency can bring a transportation payment dispute to SCCOE by submitting a dispute resolution request to the SCCOE Foster Youth Coordinator to arrange an inter- agency Administrative Panel Hearing, in an email with the subject "Foster Child Transportation Dispute." The dispute resolution request must include:

    - A complete explanation of the basis of the dispute, with all pertinent facts.
    - The name and contact information of the people who have been addressing the dispute thus far on behalf of both the District and the Placement Agency (phone, email and mailing address).
    - Details of how the agencies have attempted to resolve the dispute at the local level prior to appealing to the Santa Clara County Office of Education.

5. Within ten (10) school days (reasonably between the sending and receiving school districts) of receipt of the dispute resolution request, the SCCOE Foster Youth Coordinator will contact the party that did not submit the request (either the District or Placement Agency) identifying the subject matter of the dispute and inviting that party to submit any information pertinent to the dispute. The party will have ten (10) school days to submit its explanation of the dispute, with all pertinent facts. Documents submitted by either party after the applicable deadlines will not be considered.

6. The panel shall make a final decision within thirty (30) school days of receiving all Information related to the dispute. The SCCOE Foster Youth Supervisor will forward the written decision and an explanation of that decision to the appropriate parties at both the District and Placement Agency. The
Decision shall be the final resolution.

b) <u>If a foster youth, Educational Rights Holder, biological parent, foster parent, or another representative of a foster child wishes to file a complaint, they will follow this procedure:</u>

1. In regard to the transportation arrangements that have or have not been made on the child's behalf, a complaint shall be made through the Uniform Complaint Procedures (UCP) process. Each District must adopt UCP compliant policies and procedures consistent with the *California Code of Regulations,* Title 5 Sections 4600-4687, and designate a staff member to be responsible for receiving, investigating and resolving complaints. This information is commonly found on a District's website, but the District foster care point of contact can also be contacted to provide the details of their District's policy.

c) <u>The following shall apply while either of the above-mentioned complaint processes are being conducted</u>:

1. The child shall remain in the School of Origin as required by ESSA.

2. Transportation shall be provided as agreed to in Sections I-VI and VIII above while the dispute process is pending.

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IX. Termination

1. Any party may terminate this agreement without penalty by providing thirty (30) school days' written notice. Notice shall be deemed served on the date of mailing to the following address:

   Santa Clara County FYSCP
   ATTN: Sara Grace Vann
   1290 Ridder Park Drive
   San Jose, CA 95131

2. The parties agree that amendments may only be made through mutual consent of the parties hereto, and normally only prior to the renewal of said agreement, which shall happen **AUTOMATICALLY July 1** of each year in the absence of amendments or withdrawals.

Department Heads of Authorized Designees:

German Cerda, Superintendent
Alum Rock Union Elementary School District — Date

Daniel Little, Director
Santa Clara County
Department of Social Services — Date

Nicholas Birchard, Chief Probation Officer
Santa Clara County
Probation Department — Date

DocuSigned by:
Nandini Iyer
Nandini Iyer, County Counsel
Santa Clara County — 9/20/2024 Date

Procurement Department
Santa Clara County — Date

DocuSigned by:
Dr. Mary Ann Dewan
Mary Ann Dewan, Ph.D.
Santa Clara County Office of Education
County Superintendent of Schools — 9/24/2024 Date

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Appendix A: Best Interest Determination Form

The Education Rights Holder, with input from the social worker/probation officer, the student and when time permits the school district's AB 490 Foster Youth Liaison should consider the following factors to assess whether it is in the student's best interest to remain in his or her school of origin. **Identify school options, select school choice, and identify reason(s) for selection. If need assistance consult Educational Services Unit.**

Child/ Youth Name: **DOB:** **Grade:**

	Option 1 Remain at Current School (School of Origin)		Option 2 Transfer to New School Near Placement		Option 3 Transfer to Other School Attended in Prior 15 Months (School of Origin)
☐	***Student preference*** Student wants to remain in the same school. ***Y/N?_____***	☐	***Student preference*** Student wants to transfer to new local school. ***Y/N?_____***	☐	***Student preference*** Student wants to attend this school. ***Y/N?_____***
☐	***Length of attendance/strong ties*** ***_____Mos/Yrs?*** Student attended this school for an extended period of time and developed strong ties (friends, teachers/staff, and extracurricular activities).	☐	***Length of attendance/strong ties.*** Student attended prior school for a brief period of time. ***Y/N?_____***	☐	***Length of attendance/strong ties*** Student previously attended this school for an extended period of time and developed strong ties; or matriculating into this school would preserve strong ties. ***Y/N?_____***
☐	***Academics*** School is best able to meet student's needs (sustain strong academic performance or help student if underperforming). ***Y/N?_____***	☐	***Academics*** New local school is best able to meet student's needs. ***Y/N?_____***	☐	***Academics*** This school is best able to meet student's academic needs. ***Y/N?_____***
☐	***Special needs, is transportation included, Y/N?_____*** School is best able to meet special needs (e.g. IEP, school-based mental health services, English Learner program, child care for parenting students, etc.).	☐	***Special needs*** New local school would better meet special needs. ***Y/N?_____***	☐	***Special needs*** This school would best meet special needs. ***Y/N?_____***
☐	***Consider timing of transfer?*** ***Beginning*** ☐ ***Mid*** ☐ ***End*** ☐ ***Consider Grade Level:*** ***Elementary*** ☐ ***Middle High*** ☐ ***High School*** ☐ Student would have to change schools mid-year, during testing, etc.	☐	***Consider timing of transfer?*** ***Beginning*** ☐ ***Mid*** ☐ ***End*** ☐ ***Consider Grade Level:*** ***Elementary*** ☐ ***Middle High*** ☐ ***High School*** ☐ Student would have to change schools mid-year, during testing, etc.	☐	***Consider timing of transfer?*** ***Beginning*** ☐ ***Mid*** ☐ ***End*** ☐ ***Consider Grade Level:*** ***Elementary*** ☐ ***Middle High*** ☐ ***High School*** ☐ Student would have to change schools mid-year, during testing, etc.
☐	***Commute time (assuming fastest method of transportation) _____ Mins/Hrs?*** Commute is not so long as to negatively affect the student, and student is willing to commute.	☐	***Commute time (assuming fastest method of transportation) _____Mins/Hrs?*** Commute time will negatively affect the student, in light of student's age, needs, and activities.	☐	***Commute time (assuming fastest method of transportation) _____Mins/Hrs?*** Commute to this school is not so long as to negatively affect the student, and student is willing to commute.
☐	***Length of anticipated stay_____ Mos/Yrs?*** The student's placement is temporary or uncertain, so staying in prior school will provide continuity. (consider reunification)	☐	***Length of anticipated stay _____ Mos/Yrs?*** The student's placement appears likely to be permanent or long-term, so the student will benefit from transitioning to new local school. (consider reunification)	☐	***Length of anticipated stay _____ Mos/Yrs?*** This school is best option in light of anticipated length of placement and student's permanent plan. (consider reunification)
	Other factors Number of past school changes; siblings' school placement; influence of school climate on student, etc.		***Other factors*** Number of past school changes; siblings' school placement; influence of school climate on student, etc.		***Other factors*** Number of past school changes; siblings' school placement; influence of school climate on student, etc.

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Appendix B: Points of Contact

The Point of Contact list is linked here:

- https://www.sccoe.org/foster-homeless/Pages/District-Liaison-List.aspx

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Appendix C: References

- ESSA Foster Care Non-Regulatory Guidance
- California Education Code 48853.5
- Public Law 114-95
- Public Law 110-351
- All County Letter 17-24 (2017) All County Letter 12-70 (2012) All County Letter 11-51 (2011) All County Letter 10-12 (2010)

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Appendix D: Definitions

Additional Costs: Costs incurred in providing transportation to the school of origin reflect the difference between what an LEA otherwise would spend to transport a student to his or her assigned school and the cost of transporting a child in foster care to his or her school of origin. For example, if the LEA provides transportation through an established bus route, there is no additional cost. If the LEA provides special transportation only for the child in foster care (e.g., through a private vehicle or transportation company), the difference between the special transportation costs and the usual transportation costs can be considered additional. If the LEA must re-route busses to transport a child in foster care to one of its schools, the cost of this rerouting can be considered additional cost.

Best Interest Determination: Under federal and California law, a child in foster care shall remain or enroll in his/her school of origin, unless a determination is made that it is not in the child's best interest to attend the school of origin. Factors to consider when determining if maintaining school of origin enrollment is in the foster student's best interest include but are not limited to: preferences of the child; preferences of the child's parent(s) or education decision maker(s); the child's attachment to the school, including meaningful relationships with staff and peers; placement of the child's sibling(s); influence of the school climate on the child, including safety; the availability and quality of the services in the school to meet the child's educational and socio-emotional needs; history of school transfers and how they have impacted the child; how the length of the commute would impact the child, based on the child's developmental stage.

Foster Youth: Pursuant to recent revisions to *EC* Section 42238.01(b), the following children and youth are considered "foster youth" for purposes of the LCFF:

- A child or youth who is the subject of a petition filed under *Welfare and Institutions Code (WIC)* Section300 (meaning a court has taken jurisdiction over a child and declared the child to be a dependent of the court due to the presence or risk of abuse or neglect). This includes both children who are living at home while a dependent of the court as well as children who the court has ordered to be removed into the care, custody and control of a social worker for placement outside the home.

- A child or youth who is the subject of a petition filed under *WIG* Section 602 (meaning a court has taken jurisdiction over a child and declared the child to be a ward of the court due to the child's violation of certain criminal laws) *and* has been ordered by a court to be removed from home pursuant to *WIG* Section 727 and placed in foster care as defined by *WIG* Section 727.4(d).

- A youth between ages 18 and 21 who is enrolled in high school, is a non-minor dependent under the placement responsibility of child welfare, probation, or a tribal organization participating in an agreement pursuant to *WIG* Section 10553.1, and is participating in a transitional living case plan.

Placement Agency: County Child Welfare Services or County Juvenile Probation, whichever has jurisdiction over a foster youth's court case.

School of Origin: Per California Education Code Section 48853.5 (g), the school that the foster child attended when permanently housed or the school in which the foster child was last enrolled. If the school the foster child attended when permanently housed is different from the school in which the foster child was last enrolled, or if there is some other school that the foster child attended with which the foster child is connected and that the foster child attended within the immediately preceding 15 months, the educational Point of Contact, in consultation with, and with the agreement of, the foster child and the person holding the educational rights

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make educational decisions for the foster child, shall determine, in the best interests of the foster child, the school that shall be deemed the school of origin.

School District of Origin: The District that operates the School of Origin

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: **Purchasing** Contract No.: _____ Vendor No.: 010547

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

☑ **MOU** (negotiated Agreement) ☐ **MASTER CONTRACT PARTICIPATION**

☐ Exhibit B & C (Fingerprinting and TB Test) ☐ Scope of Work/Proposal

Note: All Contracts over $5,000 require pre-approval, and a Board Policy Memo for Contracts $100,000 and over.

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

Name of Individual/Company: Santa Clara County Office of Education (SCCOE)

Address: 1290 Ridder Park Dr., MC227 City: San Jose State: CA Zip: 95131

Phone: (408) 453-4444 Email: JKimbel@sccoe.org

SSN: _____ Fed I.D. #: _____

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

CONTRACTOR'S OBLIGATION:

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

SCCOE will provide Most Holy Trinity School 5(60 min) Custom Professional Developments and Bank 13 Coaching hours. Dates are to be determined with Most Holy Trinity School.

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

____ a. **Fee Rate:** $_____ per _____ Not to Exceed _____ of services.

X b. **Other:** $8,300.00

Describe other related costs: _____

BUDGET CODE:

FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SB-OB 00	GOAL XXXX	FCTN XXXX	CST-CTR XXXXXX	LOC XXX	PROG XXXX	$ AMOUNT	ACCOUNTANT INITIALS
060	4035	0	5815	00	1110	1000	000031	305	1461	$8,300.00	11/4/24

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: _____

Director of Fiscal Services: _____ Date: 11/5/24

Asst. Supt., of Business Services: _____ Date: 11/5/24

Superintendent: _____ Date: _____

Santa Clara County Office of Education

Memorandum of Understanding
between
Santa Clara County Office of Education
and
Most Holy Trinity - Alum Rock Union School District

This Memorandum of Understanding (MOU), hereinafter referred to as the "Agreement", is between the Santa Clara County Office of Education (SCCOE) and Most Holy Trinity - Alum Rock Union School District (the "Agency"). SCCOE and the Agency can each be referred to as the "Party" or collectively as the "Parties" for the purpose of this Agreement.

1. Overview

This Agreement outlines the responsibilities and commitments of each Party regarding the participation in the Inclusion Collaborative Professional Learning Opportunities, Coaching & Technical Support services.

2. Goals

☒ Improve access to inclusive, equitable, high-quality education.
☒ Provide quality support to districts, schools, students, and communities.
☐ Be a premier service organization.

The Mission of the Santa Clara County Office of Education – Inclusion Collaborative is to build a culture that promotes equity, inclusion and belonging and to value every student by strengthening, sustaining, and ensuring inclusive practices. We believe that every individual regardless of abilities and disabilities has the right to equitable access to quality inclusive learning and community environments. Our Professional Learning Opportunities, Coaching & Technical Assistance Program will utilize the most effective available practices to improve the learning and behavior of students with or without disabilities within inclusive general education environments. These services will be offered to our partner agencies virtually, in-person, and/or through a hybrid learning model.

3. Responsibilities

3.1. The Agency Responsibilities:

Most Holy Trinity - Alum Rock Union School District to advise the SCCOE, Inclusion Collaborative of their specific needs at least 4 weeks in advance to ensure appropriate staff are available. If registration tracking or flyer creation is needed, **Most Holy Trinity - Alum Rock Union School District** will notify the SCCOE, Inclusion Collaborative with at least 2 weeks advance notice.

3.2. The SCCOE Responsibilities:

SCCOE, Inclusion Collaborative will provide services based on guidance of this agreement.

3.3. Shared Responsibilities:

SCCOE, Inclusion Collaborative and **Most Holy Trinity - Alum Rock Union School District** will finalize the dates & number of participants for services with at least 4 weeks' notice ahead of the requested service date. Time (start & end) and Location (address) will be coordinated by the SCCOE and Agency in advance of each service date(s).

3.4. Delivery of Services and Use of Resources:

Following the SCCOE services, we reserve the right to request an impact story. It is vital for ongoing improvement to hear from our partners how the services provided by the Inclusion Collaborative have impacted their site. (i.e. How has the professional development and/or coaching improved child outcomes? Have policies changed? Has your budget been impacted?

For schools/districts, the SCCOE has the right to request data in order to measure our impact. Examples of data include: CA Dashboard Measures, Least Restrictive Environment (Indicator 5/6) and English Learner Reclassification Rates.

4. Duration of Agreement

This Agreement begins on __October 1, 2024_____ and ends on __June 30, 2025_____

5. Articulation of Monies/Compensation

5.1. Most Holy Trinity - Alum Rock Union School District will pay up to _$ 8,300.00_____ (not to exceed) to the SCCOE, Inclusion Collaborative. The FY2024-2025 rates for services are as follows:

5.1.1. Trainings: $4,500 full day, $2,250 half day, $350 hourly
5.1.2. Webinars: $750
5.1.3. Observation & Coaching: $350/hour
5.1.4. IEP Review & Technical Assistance: $350/hour
5.1.5. Video Recording & YouTube link provision $350 for 6-month availability period
5.1.6. Resource Materials: Costs Varies, will identify on quote

5.2. Invoices for completed services will be issued at least quarterly by the SCCOE, Inclusion Collaborative. Special requests for a change to the invoice timing will be evaluated on an as needed basis. Monies will be due upon receipt of invoice.

5.3. Proposed Expenditures:

Proposed Dates/Times	Services provided include:
	- 5 x 60 min. Custom PD's ($750 each) with focus as follows:
	  o UDL Refresher and Access Points
	  o UDL Mindsets
	  o UDL Lesson Design
	  o UDL and Assessments
	  o Accommodations/Sensory Strategies
	- Bank of 13 Coaching hours

Topics:	UDL, Accommodations/Sensory Strategies
Total Cost:	$8,300.00

6. Data Sharing

The services performed under this Agreement include the sharing of non-publicly available employee or student data.

☐ Yes, Data Sharing agreement/form attached

☒ No

7. Termination

Either the Agency or the SCCOE may terminate this Agreement with or without cause upon 2 week advance written notice to the other Party.

8. Other Terms

8.1. Entire Agreement: This Agreement and its appendices and exhibits (if any) constitute the final, complete, and exclusive statement of the terms of the agreement between the Parties. It incorporates and supersedes all the agreements, covenants and understandings between the Parties concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this Agreement. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this Agreement.

8.2. Amendments: This Agreement may only be amended by a written instrument signed by the Parties.

8.3. Severability: Should any part of this Agreement between SCCOE and the Agency be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of the Agreement, which shall continue in full force and effect, provided that such remainder can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.

8.4. Third-Party Beneficiaries: This Agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the Parties.

8.5. Assignment: No assignment of this Agreement or of the rights and obligations hereunder shall be valid without the prior written consent of the other Party.

8.6. Use of SCCOE Name and Logo for Commercial Purposes: Agency shall not use the name or logo of SCCOE or reference any endorsement from SCCOE in any manner for any purpose, without the prior express written consent of SCCOE as provided by the SCCOE's authorized representative, or designee.

8.7. Governing Law, Venue: This Agreement has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Proper venue for legal action regarding this Agreement shall be in Santa Clara County.

9. Insurance/Hold Harmless

9.1 Insurance: The SCCOE and the Agency shall maintain a certificate of insurance in the Business Office of each respective office.

9.2 Indemnification: Each Party will defend, indemnify, and hold the other Parties, their officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, employees, or agents.

10. Execution Authority

Each individual executing this Agreement on behalf of a Party represents that they are duly authorized to execute and deliver this Agreement on the entity's behalf, including, as applicable, the Governing Board, Superintendent, Board of Directors, or Executive Director. This Agreement shall not be effective or binding unless it is in writing and approved by the SCCOE's authorized representative, or authorized designee, as

evidenced by their signature as set forth in this Agreement.

11. Electronic Signatures/ Signatures

Unless otherwise prohibited by law or SCCOE policy, the Parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document or other format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by SCCOE.

SCCOE:

By: _____
Signature of Authorized SCCOE Official

Name: Deborah Gorgulho

Title: Assistant Superintendent, Educational Progress Division

Date: _____

Address: 1290 Ridder Park Drive
San Jose, CA 95131

Phone: 408-453-6554

Email: SLopez@sccoe.org

(Most Holy Trinity - Alum Rock Union School District):

By: _____
Signature of Authorized Agency Official

Name: _____

Title: _____

Date: _____

Address: _____

_____

Phone: _____

Email: _____

For Contracts Office/Risk Management use only:

RM#: _____

Date: _____

Signature: _____

INCLUSION COLLABORATIVE

QUOTE

CREATED BY Sandya Lopez
DATE 9 Oct 2024

INCLUSION COLLABORATIVE
1290 Ridder Park Dr. MC 227
San Jose, CA 95131

TO:

Most Holy Trinity

Darlene Sanchez
darlene.sanchez@dsj.org

Name	Type of Service	Start of Service	Bank of Hours (Coaching/TA Only)	Cost of Service	Materials Cost
60 min. training UDL Refresher and Access Points	Custom PD			$750	
60 min. training UDL Mindsets	Custom PD			$750	
60 min. training UDL Lesson Design	Custom PD			$750	
60 min. training UDL and Assessments	Custom PD			$750	
60 min. training Accommodations/Sensory Strategies	Custom PD			$750	
13 hours Bank of Coaching Hours	Coaching			$4,550	
			TOTAL	$8,300	

NOTES/INFORMATION:

Tracy Loftin <tracy.loftin@arusd.org>

Re: MHT-quote for Inclusion Collaborative Services Explanation of Bank Coaches

1 message

Tracy Loftin <tracy.loftin@arusd.org> Fri, Nov 8, 2024 at 10:23 AM
To: Maria Patino <maria.patino@arusd.org>
Bcc: Tracy Loftin <tracy.loftin@arusd.org>

Yes, thank you.
--

Tracy Loftin

Alum Rock Union
Elementary School District

Executive Assistant, Division of Instructional Services

Phone : 408-928-6529

Good Morning,

Will this work as a back up to the MOU?
--
Maria T. Patiño
Administrative Assistant
State and Federal Department
408-928-6592
maria.patino@arusd.org

---------- Forwarded message ---------
From: **Darlene Sanchez** <darlene.sanchez@dsj.org>
Date: Fri, Nov 8, 2024 at 10:10 AM
Subject: Fw: Re: MHT-quote for Inclusion Collaborative services
To: Maria Patino <maria.patino@arusd.org>, Maria Ruvalcaba <maria.ruvalcaba@arusd.org>

Hello Maria,
Below is the original email from SCCOE regarding the specific details for the bank of 13 coaching hours listed on the MOU.

Please let me know what else is needed.
Thank you,
Darlene

Get Outlook for iOS

From: Sandya Lopez <slopez@sccoe.org>
Sent: Monday, November 4, 2024 4:32 PM
To: Darlene Sanchez <darlene.sanchez@dsj.org>; Julie Kimbel <JKimbel@sccoe.org>
Subject: [EXTERNAL] Re: MHT-quote for Inclusion Collaborative services

Sure! See below. This shows what a cycle of coaching looks like:

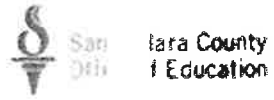
1. Pre-Meeting (Planning and Assessment)
- Purpose: Build rapport, assess current strengths, areas for growth, and specific needs.
- Activities:
- Discuss the educator's current teaching strategies, classroom dynamics, and specific goals for supporting students
- Review any existing challenges or barriers in meeting diverse student needs.
- Identify focus areas for the observation, such as student engagement, accessibility, differentiated instruction, or classroom management.
- Resources Provided:
- Digital and printed resources tailored to the identified needs (e.g., Universal Design for Learning guidelines, flexible teaching frameworks).
- Any pre-reading materials or tools that may help the educator prepare for the observation.

2. Observation (In-Class)
- Purpose: Observe the educator and students in practice to gather insights on teaching methods and student interactions within a diverse classroom.
- Activities:
- Observe instructional strategies, student engagement, and any accommodations or supports used for students with varied needs.
- Take detailed notes on observed strengths, potential areas for improvement, and effective practices that support student learning.
- Resources Provided:
- Observation tool or checklist to help the educator understand the observation focus areas.
- Specific examples of best practices relevant to what's being observed.

3. Post-Meeting (Reflection and Strategy Development)
- Purpose: Reflect on observations and collaboratively develop actionable strategies for enhancing classroom practices.
- Activities:
- Share feedback, highlighting strengths and offering constructive insights on areas for improvement.
- Discuss and model specific strategies tailored to the educator's needs, such as adapting materials, using assistive tools, or engaging students with varied learning styles.
- Co-create an action plan with short-term and long-term goals, and agree on measures of progress or success.
- Resources Provided:
- Digital and printed copies of customized resources, such as step-by-step guides, classroom activities, and reflection tools.
- A detailed, written summary of feedback and strategies discussed, with recommended resources for continued development.

4. Follow-Up (Continued Support if needed)
- Purpose: Provide ongoing support and ensure progress on the action plan.
- Activities:
- Schedule regular check-ins to review progress, address any new challenges, and adjust strategies as needed.

- Offer additional modeling or demonstration of effective practices as requested.
- Resources Provided:
  - Updated resources or new materials that address emerging needs.
  - Detailed notes and follow-up action items to track and support the educator's development over time.







Sandya Lopez
Director III, Inclusion Collaborative
Educational Progress Division
Santa Clara County Office of Education
1290 Ridder Park Drive MC 227
San Jose, CA 95131-2304
(408) 453-6554
https://calendly.com/slopezinclusion
slopez@sccoe.org
Input – Achiever – Developer – Positivity – Connectedness
She/Her/Hers

14.10

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: Current Enrollment.

Information Only

Submitted by: German Cerda Title: Superintendent

To the Board of Trustees: Meeting: November 14, 2024
Regular Board Meeting

Information Only

14.10
Agenda Placement

German Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Master Enrollment

as of Oct 25, 2024 4:00:21 PM

School	T4	TK	00	01	02	03	04	05	06	07	08	Total W/O SDC	SDC	Total W/ SDC	PK	TTL W/ SDC & PK
Adelante 1 K-8	3	16	63	51	54	53	64	49	57	46	50	**506**	0	506	0	506
Adelante 2 K-8	1	19	41	44	44	40	50	42	46	28	15	**370**	0	370	0	370
Aptitud K-8	0	15	29	28	27	40	48	43	55	45	53	**383**	8	391	1	392
Cassell ES	3	18	46	31	32	46	40	38	0	0	0	**254**	29	283	0	283
Chavez ELC	1	21	33	0	0	0	0	0	0	0	0	**55**	4	59	11	70
Cureton ES	0	21	27	32	35	39	40	38	0	0	0	**232**	22	254	0	254
Dorsa ES	5	15	36	31	37	49	48	46	0	0	0	**267**	21	288	0	288
Hubbard K-8	0	16	42	42	39	41	48	46	40	60	50	**424**	4	428	5	433
Linda Vista ES	1	31	54	56	69	73	77	59	0	0	0	**420**	23	443	4	447
LUCHA ES	0	10	23	35	35	32	38	48	0	0	0	**221**	0	221	0	221
Lyndale ES	2	13	36	31	48	47	41	38	0	0	0	**256**	18	274	21	295
McCollam ES	2	19	43	51	47	57	54	63	0	0	0	**336**	42	378	1	379
Meyer ES	1	13	28	36	33	40	32	45	0	0	0	**228**	20	248	4	252
Painter ES	6	39	51	60	50	56	52	47	0	0	0	**361**	0	361	1	362
Russo McEntee ES	2	20	37	40	50	43	46	49	0	0	0	**287**	40	327	1	328
Ryan ES	1	8	31	31	29	38	45	51	0	0	0	**234**	11	245	1	246
San Antonio ES	0	13	29	52	56	46	48	71	0	0	0	**315**	11	326	0	326
George MS	0	0	0	0	0	0	0	0	122	114	144	**380**	3	383	0	383
Ocala MS	0	0	0	0	0	0	0	0	90	139	140	**369**	10	379	0	379
Renaissance 1 MS	0	0	0	0	0	0	0	0	82	123	126	**331**	18	349	0	349
Renaissance 2 MS	0	0	0	0	0	0	0	0	103	105	105	**313**	14	327	0	327
Sheppard MS	0	0	0	0	0	0	0	0	143	156	145	**444**	11	455	0	455
	28	**307**	**649**	**651**	**685**	**740**	**771**	**773**	**738**	**816**	**828**	**6986**	**309**	**7295**	**50**	**7345**